



**AGENDA**  
**December 14, 2010**  
**Regular Meeting**  
**Town Council Chambers - 120 Civic Plaza Drive**  
**1:30 PM**

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1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES

A. November 23, 2010 Regular Meeting Minutes

B. December 3, 2010 Special Meeting Minutes

6. AWARDS AND RECOGNITIONS

A. Loretta Trujillo, Human Resources Director

**New Hires - November 2010**

11/07/2010 Madeline Barney - Transit Operator - Temporary position  
through April 30, 2010

11/24/2010 Aaron Molina - Recreation Specialist -Temporary position  
through April 15, 2010

7. CITIZENS FORUM

*The items in the Consent Agenda below have been reviewed and discussed in detail by the Mayor and Town Manager and they agree to place these items on the Consent Agenda for the purpose of voting on all items with one vote.*

8. CONSENT AGENDA

A. Amos Torres, Public Utilities Director

Consideration and approval of Amendment #1 to Contract # TT-11-160

with Hydro Resources Rocky Mountain Inc. The amendment is for the correction of the bid amount of the contract. Bid alternates were left out of the total amount during the Bid Tabulations for the engineer. The amount is for \$48,862.50 plus NMGR for a total of \$52,343.95. This total is for Additive Alternates A7 through A9, which include submersible wire, pit-less adaptor, and control panel.

**B. Cathy Connelly, Public Relations Director**

Consideration and acceptance of Fiscal Year 2010-11 Grant Agreement 11-418-3002-0102 in the amount of \$4,500 inclusive of GRT with the State of New Mexico Tourism Department for marketing Taos Express. Matching amounts are in the current Town of Taos Marketing Budget 24-00-44001. No additional funds are required.

**C. Cathy Connelly, Public Relations Director**

Consideration and acceptance of Fiscal Year 2010-11 Grant Agreement 11-418-3002-0128C in the amount of \$13,000 inclusive of GRT with the State of New Mexico Tourism Department for marketing "Return to Sacred Places" Thematic Traveler Education about Taos. Matching amounts are in the current Town of Taos Marketing Budget 24-00-44001. No additional funds are required.

**D. Cathy Connelly, Public Relations Director**

Consideration and approval for the Town of Taos to act as fiscal agency for Fiscal Year 2010-11 Grant Agreement 11-418-3002-0103 in the amount of \$14,000 inclusive of GRT with the State of New Mexico Tourism Department for which the Town is a marketing partner and fiscal agent for the nonprofit Taos County Lodgers Association for the Taos Historic Churches Self-Guided Tour brochure. Matching amounts are in the current Town of Taos Marketing Budget 24-00-44001. No additional funds are required.

**E. Cathy Connelly, Public Relations Director**

Consideration and approval to apply for a 2011-12 Grant from the National Scenic Byways Program for Community Visioning, Marketing, and Interpretive Installment Activities, to be administered by the State of New Mexico Department of Transportation and the Tourism Department. Total Grant Amount is \$258,657.95 inclusive of GRT with a match of \$49,371.59. This match will predominantly be made through the existing Town of Taos Marketing Budget, 24-00-44001, should this budget remain at the approximate 2010-11 level. Added matching is accomplished through volunteer and Town of Taos staff hours, both allowed as a match within this grant application. Note: A 2% fiscal agency fee is included in this grant for approximately \$35,000 being spent via nonprofit community groups on Byway activities.

**F. Francisco "French" Espinoza, Public Works Director**

Consideration and approval of Resolution 10-76 requesting a time extension through June 30, 2011, to Grant Agreement D11662 with the New Mexico Department of Transportation for the Morgan Road improvements project. Time extension is being requested because the project may need to be suspended due to inclement weather during the

winter months.

- G. **Francisco "French" Espinoza, Public Works Director**  
Consideration and approval of a Lease Agreement with Xerox for the purpose of entering into a four year agreement in the amount of \$246.95 per month for 48 months for a total of \$11,853.60 in accordance with State Contract GSD/PD 003-D2 Awarded to Xerox through Aspen Business Systems (Xerox Sales Agent), Inc.
- H. **Loretta Trujillo, Human Resources Director**  
Consideration and approval of Resolution 10-68; Establishing the 2011 Town of Taos Employee Holiday Schedule.
- I. **Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)**  
Consideration and approval of Resolution 10-74; Authorizing the submission of a 2011 Community Development Block Grant application to the New Mexico Department of Finance and Administration Local Government Division in the amount of \$500,000 for Chamisa Road Water Improvements and authorization for Mayor Darren Cordova to act as the Town of Taos Chief Executive Officer and Authorized Representative in all matters pertaining to this program.
- J. **Matthew Foster, Long Range Planner**  
Acceptance and approval of the grant agreement with the Historic Preservation Division in the amount of \$17, 216.80. The Town's CIP includes a cash match of \$5,000 for a total project budget of \$22,216.80. Three projects were awarded for this grant. The first project is to complete an architectural inventory of 159 contributing and recommended as contributing buildings in the Historic Overlay Zone. The second project is to provide public education and outreach for state and federal tax incentives for preserving historic buildings. The third project is preservation training for the Historic Preservation Commission to take place in Las Vegas, New Mexico in the spring of 2011.
- K. **Reuben Martinez, IT/ Tina Torres, Purchasing Agent**  
Consideration and approval for the Mayor to enter into Contract TT-11-127 with Integrity Networking under State Contract NO. 72-000-00-D4024 in the amount of \$58,465 inclusive of Gross Receipts Tax for the purchase of licensed wireless connection between Town Hall and the Youth and Family Center and Public Works. The contractor will install and configure connections.

## 9. MATTERS FROM STAFF

- A. **Daniel Miera, Town Manager**  
Roberta Salazar, Executive Director of Rivers & Birds, will do a presentation regarding the Columbine Hondo Wilderness Study Area.
- B. **Daniel Miera, Town Manager**  
Consideration and approval of Resolution 10-72; A Resolution declaring support for the Columbine Hondo Wilderness Study Area (WSA) on the

Carson National Forest to be federally designated as a full Wilderness Area.

**C. Amos Torres, Public Utilities Director**

Consideration and approval of Change Order 1 to Contract TT-11-123 (Este Es Project) to Advantage Asphalt and Seal Coating, LLC, deduct for base course and pit run, addition of roadway patch from NM 68 to Gusdorf, addition of new roadway Asphalt Gusdorf Rd. to Morgan Rd. and new double penetration chip seal roadway Morgan Rd. to Maestas Rd. for a cost of \$122,242.50 plus NMGR for a total amount of \$132,235.83.

**D. Amos Torres, Public Utilities Director**

Consideration and approval of Change Order 4 to Contract TT-10-192 with AUI Inc. for the Wastewater Treatment Plant Upgrade project. The Change Order is for an additional air compressor with installation, provide and install additional floor drains and traps, and changes resulting from GE Final Drawings. Changes include Baffle plate assembly, air piping, process and instrumentation, chemical cleaning system, and the addition of 4 in-line check valves. The Total amount of the Change Order is \$57,090.33 plus NMGR for a total amount of \$61,158.02. The amount of additional days for this change order is one day added to the contract time.

**E. Amos Torres, Public Utilities Director**

Consideration and approval to purchase two vehicles from Friday Motors in Taos, New Mexico. Vehicles are replacements for Unit #72 (Collections Division) and Unit #64 (Water Division). A request for bids (Bid # 10-11-09) was advertised on November 11, 2010 and opened on December 1, 2010. Vehicle #1 is a 1 ton 4x4 truck with utility bed in the amount of \$39,062.36. Vehicle # 2 is a 3/4 ton 4x4 truck with utility bed in the amount of \$33,075.28 for a total amount of \$72,137.64.

**F. Marietta Fambro, Finance Director**

Approval of Resolution 10-73; Budget Adjustment Request: 1) Community Grants Fund (30) - Increase revenues and expenditures in the amount of \$2,217 from State of New Mexico - Historic Preservation Division grant for a historic building survey, tax incentive workshop and education and training; 2) Solid Waste Fund (65) - Change project from the purchase of a self-tying bailer (\$200,000) for the recycling center to the purchase of a roll off truck (\$150,000); 3) Utility Improvements Fund (81) - Transfer \$2,924 from (81-22) water vehicle purchase to wastewater vehicle purchase (81-54) and increase expenditure to wastewater vehicle by \$139 from the unreserved fund balance to cover the total purchase of the wastewater vehicle. 4) Capital Projects Fund (51) - a) Transfer \$8,465 from (51-15) Plaza Cameras Purchase to Public Works Wireless Connection Project (51-21) to cover the total cost of the project. b) Transfer \$122,472 from several projects, to cover Change Order No. 1 to Este Es Road Improvements for additional roadway patch, new roadway, and new double penetration chip seal.



## 10. PUBLIC HEARINGS

- A. Allen Ferguson, Town Attorney  
Consideration and approval of Ordinance 10-19B; An Ordinance repealing Ordinance 10-19 adopting a Gross Receipts Tax.
- B. Allen Ferguson, Town Attorney  
Consideration and approval of Ordinance 10-26A; An Ordinance amending Chapter 3.32, Section 3.32.040 of the Taos Town Code with respect to Mayor Pro-Tem.
- C. Allen Ferguson, Town Attorney  
Consideration and approval of Ordinance 10-27A; Approving and adopting the Town of Taos Community Economic Development Interim Strategic Plan, also known as the Interim Community Economic Development Element of the Taos Comprehensive Plan, and said plan complies with the Local Economic Development Act, Section 5-10-6 NMSA 1978 as amended allowing the Town of Taos to enter into project participation agreements for various economic development projects and sunsetting said plan approval and adoption on June 30, 2011.
- D. Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)  
Final report and closeout hearing regarding the 2010 Community Development Block Grant Project Number 10-C-NR-I-01-G-27 - Reed and Alexander Road Improvements Phase 2.
- E. Matthew Foster, Long Range Planner  
Consideration and approval of Ordinance 10-32; Amending Ordinance 09-03, the High Performance Building Ordinance to allow a Leadership in Energy and Environmental Design (LEED) accredited professional to provide the LEED Certification Checklist or an equivalent High Performance Design and Construction Standard for Commercial Buildings.
- F. Matthew Spriggs, Community Economic Development Director  
Consideration and approval of Ordinance 10-23A; Approving a Local Economic Development Project Participation Agreement between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town commercial kitchen facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding the tax base and the safeguarding of public resources. Also consideration and approval of a Facilities Use Agreement implementing the Project Participation Agreement. ***(Continued from the Regular Town Council Meetings held on October 26, 2010, November 9, 2010 and November 23, 2010)***
- G. Rudy Perea, Senior Planner  
Consideration and approval of Ordinance 10-33; This ordinance amends the Town of Taos Zoning Map with respect to property located at 514 Paseo Del Pueblo Norte. The property owners, JB &

Sherry Campbell filed a petition to change the zone of a .331+- acre parcel from a C-2 General Commercial Zone to an R-14 Multi-Family Residential Zone.

## 11. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

### A. Taos Convention Center

Discussion and possible action regarding the use of the Convention Center.

### B. Town Manager

Possible action regarding the terms of the Town Manager's employment agreement. ***(Item continued from the Special Meeting on December 3, 2010)***

## 12. EXECUTIVE SESSION

### Executive Session

The Council will adjourn to go into Executive Session pursuant to Open Meetings Act Section 10-15-1.H(7), meetings subject to attorney-client privilege pertaining to pending litigation in which the Town is a defendant, specifically, Taos County v. Town of Taos, Case No. CV 2010-596; and Town of Taos v. Hampton Inn regarding Bankruptcy Case No. 4ZL,LLC,d/b/a Hampton Inn of Taos, USBC Western Dist. Of La No. 10-20039.

## 13. ADJOURNMENT

### APPROVED:

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Darren M. Cordova, Mayor

### ATTEST:

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Renee Lucero, Town Clerk

- *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.*
- *If you are an individual with a disability who is in need of aid or service to attend and/or participate in a meeting of the Town of Taos Council, please contact the office of the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005 at*

*least 24 hours in advance.*

- *For copies of this agenda please pick-up at Town Hall.*



**December 14, 2010**

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**Title:**

November 23, 2010 Regular Meeting Minutes

**Summary:**

**Background:**

**Attachments:**

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 [Minutes](#)

**APPROVALS:**

Date/Time:

12/1/2010 3:27 PM

Approval:

Approved

Department:

Town Clerk



**MINUTES**  
**November 23, 2010**  
**Regular Meeting**  
**Town Council Chambers - 120 Civic Plaza Drive**  
**1:30 PM**

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**1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA**

**The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:35 p.m.**

**2. ROLL CALL**

**Those present were:**

Mayor, Darren M. Cordova  
Mayor Pro Tem, Rudy C. Abeyta  
Councilmember, A. Eugene Sanchez  
Councilmember, Amy J. Quintana  
Councilmember, Michael A. Silva

Youth Councilmember, Brooke Cisneros

**Also present were:**

Town Manager, Daniel Miera  
Assistant Town Manager, Abigail Adame  
Town Attorney, Allen Ferguson

**Those absent/excused were:**

Town Clerk, Renee Lucero  
Youth Councilmember, Brooke Cisneros

**3. PLEDGE OF ALLEGIANCE**

**Mayor Pro Tem Abeyta led the audience in the pledge of allegiance.**

**4. APPROVAL OF AGENDA**

Add Executive Session after Matters from Mayor and Council to discuss limited personnel

1 matters regarding the Town Manager pursuant to NMSA 1978 10-15-1-H.2.

2  
3 **Councilmember Silva made a motion to approve the Agenda as**  
4 **amended. Councilmember Quintana seconded the motion. The motion carried**  
5 **unanimously.**

6 **5. APPROVAL OF MINUTES**

7 **A. September 28, 2010 Regular Meeting Minutes**

8  
9 **Councilmember Silva made a motion to approve the Minutes of September**  
10 **28, 2010 as presented. Mayor Pro Tem Abeyta seconded the motion. The**  
11 **motion was approved by an affirmative vote. Those voting AYE**  
12 **were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana**  
13 **and Silva.**

14 **B. October 1, 2010 Special Meeting Minutes 1:30 p.m.**

15 **Mayor Pro Tem Abeyta made a motion to approve the Minutes of October**  
16 **1, 2010 (1:30 p.m.) as presented. Councilmember Silva seconded the**  
17 **motion. The motion was approved by an affirmative vote. Those voting**  
18 **AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez,**  
19 **Quintana and Silva.**

20 **C. October 1, 2010 Special Meeting Minutes 2:00 p.m.**

21 **Councilmember Silva made a motion to approve the Minutes of October 1,**  
22 **2010 (2:00 p.m.) as presented. Councilmember Sanchez seconded the**  
23 **motion. The motion was approved by an affirmative vote. Those voting**  
24 **AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez,**  
25 **Quintana and Silva.**

26 **D. October 26, 2010 Regular Meeting Minutes**

27 **Councilmember Silva made a motion to approve the Minutes of October**  
28 **26, 2010 as presented. Councilmember Sanchez seconded the motion. The**  
29 **motion was approved by an affirmative vote. Those voting AYE were:**  
30 **Councilmembers Sanchez, Quintana and Silva. Mayor Pro Tem Abeyta**  
31 **abstained as he as absent from the meeting on October 26th.**

32  
33 **6. CITIZENS FORUM**

34 **Jeff Northrup stated his following concerns:**

- 35 **\*Town must do a better job of directing tourists to local parking facilities with more visible**  
36 **signs;**  
37 **\*Term limits for elected officials;**  
38 **\*Abuse of campaign contributions;**  
39 **\*Misuse of tasers to control citizens; and**  
40 **\*Dog chaining.**

41 **Ezra Bayles, President of the Town of Taos Parks and Recreation Advisory Board,**  
42 **thanked the Town for the support and development of the Eco Park and stated he would**  
43 **be interested in working further on the development of the Eco Park area for economic**  
44

1 growth. He proposed the development of the gravel pit for a low base infrastructure of a  
2 nine round disc golf course which would be beneficial to the community. Mr.  
3 Bayles requested the Town's authorization and support of this project. He informed the  
4 Mayor and Council most of the materials and work can be provided by David Smith and  
5 the contribution from the Town of Taos would be very minimal.

6 Miguel Quintana, a member of the Town of Taos Parks and Recreation Advisory Board,  
7 requested that improvements be made to the Little League baseball fields so that they  
8 are compliant with safety codes for the upcoming Little League and Youth Baseball  
9 Tournament in July of 2011, which will bring thousands of people to Taos.

10 Mayor Cordova directed Daniel Miera, Town Manager, to identify what is needed at the  
11 gravel pit to accommodate a disc golf course. He further requested a list of improvements  
12 needed at the baseball fields so that the Town may start addressing them in order  
13 to host the tournament.

14 R.G. Wells recommended several books for the audience to read in order to educate  
15 themselves. Mr. Wells also recommended that the Mayor and Council form a committee to  
16 keep an eye on police officers because he believes they think they can do anything they  
17 want. He encouraged the Mayor and Council to defend the citizens and not the police.

## 18 7. CONSENT AGENDA

### 19 A. Loretta Trujillo, Human Resources Director

20 Consideration and approval of Resolution 10-69; Waiving the provisions  
21 of Town Code 3.80.070 with respect to hiring of an immediate family  
22 member of a current Town employee. The Town proposes to hire  
23 Aaron Molina into a temporary position as a Recreation Specialist at the  
24 Youth and Family Center. Mr. Molina is the son of Town Employee,  
25 Roberto Molina who works at the Police Department. The employment  
26 of Aaron Molina would not create a direct or indirect  
27 supervisor/subordinate relationship nor a conflict of interest.

### 28 B. Rick Anglada, Chief of Police

29 Consideration and approval of extension (third) of Contract TT-08-149 -  
30 Agreement for Confinement of Prisoners with San Miguel County  
31 Detention Center. The Town of Taos has an agreement with San  
32 Miguel County Detention Center to house Town of Taos prisoners. The  
33 agreement is for a term of one year from December 14, 2010 to  
34 December 14, 2011. The Town of Taos, under the agreement, shall  
35 pay San Miguel County the total amount of \$65 per prisoner per day  
36 and a \$20 booking fee for each prisoner. Line item: 25-14-44005.

### 37 C. Matters from Mayor and Council

38 Consideration and approval to replace two current Recycling Advisory  
39 Committee members (Jean Nichols and Steve Fuhlendorf) and  
40 appointing Suzie Schwartz and Virginia Van Eaton as new members.

41 **Item 7.B. was removed for discussion by Councilmember Silva.**

42 **Mayor Pro Tem Abeyta made a motion to approve the Consent Agenda as**  
43  
44

1 amended. Councilmember Sanchez seconded the motion. The motion  
2 was approved by an affirmative vote. Those voting AYE were: Mayor Pro  
3 Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.  
4

5 **Item 7.B.** Councilmember Silva asked when the new Taos County Complex  
6 was expected to start accepting prisoners. Rick Anglada, Chief of Police, stated  
7 he was not sure when this new facility was scheduled to open and further added  
8 there has been no changes in the amount or the term of the contract. He further  
9 stated he was optimistic that the Town would be able to terminate this contract  
10 because transport would no longer be needed.

11 Mr. Miera stated the contract would continue in case the Town needed to house  
12 or transport prisoners to their facilities for whatever the reason; however, the  
13 Town would not be charged unless prisoners were housed at their facilities.

14 A discussion took place regarding the term of the contract.  
15

16 **Councilmember Silva made a motion to approve the extension of Contract**  
17 **TT-08-149 - Agreement for Confinement of Prisoners with San**  
18 **Miguel County Detention Center as presented. Mayor Pro Tem Abeyta**  
19 **seconded the motion. The motion was approved by an affirmative**  
20 **vote. Those voting AYE were: Mayor Pro Tem Abeyta, and**  
21 **Councilmembers Sanchez, Quintana and Silva.**

## 22 8. MATTERS FROM STAFF

### 23 A. Daniel Miera, Town Manager

24 Joleen Montoya and Sue Goldberg, Co-Directors of Bridges Project for  
25 Education, reported on the deliverables of their contract with the Town  
26 of Taos to provide free comprehensive college counseling to students  
27 and their families.

28 Joleen Montoya and Sue Goldberg thanked the Mayor and Councilmembers for  
29 their generous support of Bridges Project for Education. A report was presented  
30 outlining how the funds were utilized in providing free personalized college and  
31 financial aid application counseling to Taos area residents.

32 Mayor Cordova thanked Ms. Montoya and Ms. Goldberg for their hard work and  
33 commitment to the youth and education. He further added that Bridges Project  
34 for Education is filling a very important void and is needed in our community.  
35

### 36 B. Marietta Fambro, Finance Director (with Miranda Quintana, Grants 37 Administrator)

38 Acceptance of a grant with the State of New Mexico Department of  
39 Finance and Administration in the amount of \$100,000 for backstage  
40 cinema, sound and lighting and front of house improvements to the  
41 Taos Community Auditorium (TCA).

42 Marietta Fambro, Finance Director, requested a Special Meeting so that a  
43 budget adjustment could be approved in the Town's budget in order for grant  
44 funds to be expended by December 31, 2010. Mr. Miera informed the Mayor  
and Council that this grant agreement was a reimbursable grant; therefore, a



1 budget adjustment is needed to cover the cost of the expenditures so that the  
2 Town could be reimbursed by the State.

3  
4 Mayor Cordova advised Mr. Miera to do whatever was necessary.

5  
6 Councilmember Sanchez asked if the criteria and documentation for  
7 the Request for Proposals (RFP) was prepared in order to move forward.  
8 Miranda Quintana, Grants Administrator stated that no RFP was needed. She  
9 further stated Ron Usherwood with TCA has already done extensive research  
10 in obtaining price quotes and is ready to move forward on the purchases for  
11 TCA.

12 **Councilmember Silva made a motion to approve the acceptance of a grant**  
13 **with the State of New Mexico Department of Finance and Administration in**  
14 **the amount of \$100,000.00 as presented. Councilmember Quintana**  
15 **seconded the motion. The motion was approved by an affirmative**  
16 **vote. Those voting AYE were: Mayor Pro Tem Abeyta, and**  
17 **Councilmembers Sanchez, Quintana and Silva.**

18 Allen Ferguson, Town Attorney, requested that the motion be rescinded to  
19 include that the Mayor has the authorization to sign the grant agreement.

20 **Councilmember Silva rescinded his motion to approve the acceptance of a**  
21 **grant with the State of New Mexico Department of Finance and**  
22 **Administration in the amount of \$100,000.00 as**  
23 **presented. Councilmember Quintana rescinded her motion to approve the**  
24 **acceptance of a grant with the State of New Mexico Department of Finance**  
25 **and Administration in the amount of \$100,000.00 as presented.**

26 **Councilmember Silva made a motion to approve the acceptance of a grant**  
27 **with the State of New Mexico Department of Finance and Administration in**  
28 **the amount of \$100,000.00 as presented and authorization**  
29 **for Mayor Cordova to sign the grant agreement. Councilmember Quintana**  
30 **seconded the motion. The motion was approved by an affirmative**  
31 **vote. Those voting AYE were: Mayor Pro Tem Abeyta, and**  
32 **Councilmembers Sanchez, Quintana and Silva.**

## 33 9. PUBLIC HEARINGS

- 34 A. Matthew Spriggs, Community Economic Development Director  
35 Consideration and approval of Ordinance 10-23A; Approving a Local  
36 Economic Development Project Participation Agreement between the  
37 Town of Taos and Cooking Studio Taos, LLC for the use of a Town  
38 commercial kitchen facility, abatement of associated rent, provision of  
39 economic benefit to the Town in the forms of employment and  
40 expanding the tax base and the safeguarding of public resources. Also  
41 consideration and approval of a Facilities Use Agreement implementing  
42 the Project Participation Agreement. (Continued from the Regular Town  
43 Council Meeting held on October 26, 2010 and November 9, 2010)

44 Mayor Cordova recommended continuing this public hearing to December 14th

1 due to issues which still need to be resolved with Taos Cooking  
2 Studios regarding the Project Participation Agreement. He further stated he  
3 has met with staff and needs Council direction on whether the Town should  
4 continue to be in the convention center business due to the hard economic  
5 times. Mayor Cordova explained the options: Close the entire facility; continue  
6 to operate the Convention Center as is; do a project participation agreement in  
7 the commercial kitchen and then privatize the operation of the larger halls in  
8 conjunction with the existing agreement; or don't go forward with the Project  
9 Participation Agreement and issue a Request for Proposals to privatize it.

10 A discussion ensued regarding the negative operational costs of the Convention  
11 Center and how the Convention Center contributes to the overall quality of life in  
12 Taos. In addition, the Council discussed whether the participation agreement  
13 was indeed an economic benefit to the community.

14 Mr. Ferguson made a recommendation to open this item for public comment.

15  
16 *Public Opinion*

17 Mayor Cordova opened the public hearing. **No one came forward.**

18  
19 **Councilmember Silva made a motion to continue Ordinance 10-**  
20 **23A until the December 14, 2010 Regular Town Council Meeting at 1:30**  
21 **p.m. Councilmember Quintana seconded the motion. The motion was**  
22 **approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem**  
23 **Abeyta, and Councilmembers Sanchez, Quintana and Silva.**

24 B. Rudy Perea, Senior Planner

25 Consideration and approval of Ordinance 10-28. This ordinance  
26 amends the Town of Taos Official Zoning Map with respect to property  
27 located at 125 La Posta Road. The property owner filed a petition to  
28 change the zone of a 5.6+- acre parcel from an R-14 Multi-Family  
29 Residential Zone to an R-14 Multi-Family Residential Zone with a  
30 Planned Unit Overlay Development Zone. (Continued from the Regular  
31 Town Council Meeting held on November 9, 2010)

32 Ruby Perea, Senior Planner, stated this project has been through two public  
33 hearings before the Planning and Zoning Commission and the commission  
34 recommends this application be approved with the following conditions  
35 delineated by the following departments:

36 **Public Works Department**

37 1) The applicant shall be required to make all improvements that are deemed  
38 necessary as stated in the memo submitted by the Project Manager at the time  
39 development commences on the subject property in order for them to utilize  
40 public roads for access.

41 **Planning and Zoning Department**

42  
43 1) The applicant will be required to get the Taos Academy Charter School  
44

1 and/or the State of New Mexico Department of Education's legal approval that  
2 demonstrates that the proposed Open Space to will not be developed at a future  
3 date as anything other than enhancements to the existing Open Space, and that  
4 it will be available for use in perpetuity by the tenants of the proposed 68 Unit  
5 Apartment Complex via deed restrictions or similar instruments acceptable to  
6 the Town of Taos Attorney.

7 2) A 2 year sunset clause be imposed on the applicant to begin the  
8 development of the proposed PUD.

9  
10 3) The applicant be required to work with the Town of Taos Planning and  
11 Zoning Department to legally consolidate the lots on the subject property.

12 4) The applicant demonstrate compliance with Federal and State of New  
13 Mexico Housing Guidelines for providing ADA accessible Apartment Units at the  
14 time Building Permit Applications are submitted to the Town of Taos.

15  
16 5) The applicant make all improvements to NM 68 (Paseo Del Pueblo  
17 Sur) as mandated by NMDOT.

18 **Fire Department**

19 The applicant comply with all applicable Fire Safety Codes and the  
20 recommendations the department has made on the Site Plan Design.

21  
22 **Police Department**

23 1) The applicant work with the Police and Public Works Departments to make  
24 a portion of La Posta Road a "School  
25 Zone".

26 Mr. Perea informed the Mayor and Council the applicant is requesting a PUD  
27 Overlay Zone to develop a 68 unit Apartment Complex and will be sharing part  
28 of the Open Space with the existing Taos Academy Charter School. He  
29 recommended approval of the applicant's request to create a PUD Zone with the  
30 conditions as stated.

31 **Public Opinion**

32 Mayor Cordova opened the public hearing.

33  
34 Lauran Drown representative of the applicant was sworn in and explained the  
35 site plan to the Mayor and Council.

36  
37 Karen Molten of the Taos Academy Charter School was sworn in and informed  
38 the Mayor and Council the history and vision of Taos Academy Charter School.

39 Doug Patterson, with Living Design Group Architects, Inc., was sworn in and  
40 stated this is an ideal project for this location because it is a mixed use  
41 development and involves both housing and schools. He further added the  
42 development meets the criteria in the Town of Taos Vision 2020 Master Plan.

43 After closing the public hearing, Mayor Cordova asked for questions from the  
44

Council.

Mayor Cordova stated the area is not an up-zone and further added that when it is an up-zone the developer is responsible for the infrastructure which impacts the Town of Taos streets. He further stated the property has been developed to the standards it was zoned and now the Town needs to provide the infrastructure to those properties.

Councilmember Sanchez agreed with the Mayor. Mr. Perea recommended that the applicant upgrade the gravel road to accommodate emergency vehicles due to the road being in substandard conditions at this time.

**Councilmember Sanchez made a motion to approve the application with conditions as outlined by staff and not require the developer to pave the streets or install curbs; however the developer is required to upgrade the existing gravel road to accommodate emergency vehicles. Mayor Pro Tem Abeyta seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana. Councilmember Silva abstained.**

C. Amos Torres, Public Utilities Director

Consideration and approval of Town of Taos Resolution 10-63; Adjustment to Town of Taos Water and Wastewater rates. The rate increase was the result of a Utility Rate Study completed in November, 2008 by Souder Miller & Associates. The Town of Taos has had several meetings and a workshop on the rate study to review several options presented in the study. The Town of Taos has not raised the water and sewer rates since 1997; however, the proposed rate increase will still be lower than those of surrounding municipalities.

Mayor Cordova stated the Utility Rate Study has been in progress since 2008. He further added at that time the previous administration did not want to raise rates because politically they did not want to be the first administration to do so. Furthermore, he stated the Town has not raised water and sewer rates since 1997. Mayor Cordova commended this Council for attending all workshop meetings and for making the tough decisions to ensure the Town will have proper infrastructure along with matching rates that meet the infrastructure needs.

Amos Torres, Public Utilities Director, explained the expenses have increased 6% faster than revenue over the past ten years. He also explained the current revenues cover the operation and maintenance of the Town's system; however, leaves no abilities to cover asset management or capital improvement projects. Mr. Torres further explained the Town has relied on receiving state and federal grants and over the past several years these funds have been reduced drastically. Furthermore, he stated the Town is considering replacing old water and sewer lines before they start deteriorating to the point where the Town is constantly repairing.

Peter Fant, Engineer with Souder Miller and Associates, gave a Power

Point presentation explaining the Utility Rate Study.

Mayor Cordova opened the public hearing. **No one came forward.**

After closing the public hearing, Mayor Cordova asked for questions from the Council.

Councilmember Silva stated the presentation was well put together and he asked how the rate increase would affect bulk water rates. Mr. Torres stated that at this time it would remain unchanged.

Councilmember Sanchez stated the Town cannot afford to operate these utilities at a loss. He further stated the Town cannot supplement the money with General Fund money and the rate adjustment is a necessity and is something which must be done.

A discussion took place on the need to increase the Town's water and wastewater rates.

**Councilmember Quintana made a motion to approve Town of Taos Resolution 10-63 as presented. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.**

## 10. MATTERS FROM THE TOWN MANAGER

### A. Town of Taos Reorganization

Discussion regarding the reorganization of the Town of Taos.

Mr. Miera stated it is very important at this time to provide a status report and an update of the reorganization process to Council and to the community. He explained the Town has proceeded to take measures to prepare for the worst although he continues to hope for the best because inadequate preparation can be disastrous. He further added it is important to note that the Town of Taos is fiscally stable and solvent, and he continues to closely monitor the economic conditions. Furthermore, he stated that furloughs or reductions in force are not being recommended at this time; however, if they are needed the Town will employ an incremental approach to any such change by first reducing hours and benefits, then imposing furloughs and, if necessary, layoffs. He informed the Mayor and Council that the Town's operating expenditures have decreased by approximately 20% over the past two years; the workforce has been reduced by 12% in the last two years; several contracts have been eliminated and are now "in-house"; "take-home" vehicle program has been eliminated; implementation of a centralized office supply program; and reinstating the parking meter program for a total savings of \$966,880.52 including increased/recaptured revenue .

Mr. Miera proposed modifications to the operation schedules to include changes to the Chile Line Saturday services, Recreation Center operating hours, changes to the Public Utilities department schedule, and closure of the Airport



Terminal Office on Saturdays and Sundays. He further added the employee One-Time Lump-Sum Benefit is completely discontinued for a savings of \$102,084.65 and two paid holidays have been eliminated saving \$47,308.82.

Mr. Miera further informed the Council of the Town's plans on implementing the following revenue sources: administration fee for fiscal agency, police services, library cards and building permit fees.

Additionally, Mr. Miera stated the Town has successfully managed its operations through unprecedented economic difficulties and at the same time provided quality services and amenities to the citizens of Taos, while balancing and safeguarding public funds. He further added that the Town, through proper planning, is prepared for the worst-case scenario, and is in the position to continue to moving forward in a positive direction.

The Mayor and Council thanked Mr. Miera and his committee for doing an excellent job. Mayor Cordova stated the report clearly shows that the Town is progressive and proactive in managing it's finances. He further stated with the leadership of Mr. Miera and the policy of the Mayor and Council the Town has been able to be proactive and believes this is government at its best - being financially responsible with public funds.

A discussion took place regarding the amount of money saved thru consolidation, attrition and proposed revenue.

Mr. Miera acknowledged and thanked the Reorganization Committee which included Abigail Adame, Assistant Town Manager, and Loretta Trujillo, Human Resources Director, for the long hours they dedicated during this process. He also acknowledged the Management Team for their ideas and their cooperation.

## **11. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

### **A. Resolution 10-55**

Consideration and approval of Resolution 10-55; A resolution of the Town of Taos establishing regional coalition with (LANL) Los Alamos National Laboratory Communities.

Mr. Miera stated Resolution 10-55 supports a Regional Coalition that has been in place for the past six months and consists of Los Alamos, Rio Arriba County, City of Espanola, City of Santa Fe, Santa Fe County and Taos County. The Regional Coalition has asked the Town of Taos to consider becoming members.

A discussion ensued regarding the pros and cons of becoming a member of the Regional Coalition. Mayor Cordova recommended not becoming a member of the coalition and asked that the item be tabled. The Council agreed to deal with each issue on a case by case basis.

**Mayor Pro Tem Abeyta made a motion to table Resolution 10-55. Councilmember Quintana seconded the motion. The motion was approved**

1                   **by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta,**  
2                   **and Councilmembers Sanchez, Quintana and Silva.**

3  
4                   Mayor Cordova recommended canceling the Executive Session due to time  
5                   restraints; however, stated he would like to bring the Council up to date on a few  
6                   issues as follows:

7                   -The plaza merchants have requested that the Town implement a free two hour  
8                   parking from November 25, 2010 through January 1, 2011 to promote the tax  
9                   free holiday;

10                  -Taos County is trying to start a fire department and will be seeking the Town's  
11                  support through the form of a resolution; and

12                  -He met with the New Mexico Department of Transportation in regards to  
13                  the enhancements on roadway medians from the intersection of State Road 518  
14                  to the historic district.

15  
16  
17                  **12. ADJOURNMENT**

18                  **A motion was made by Councilmember Sanchez and seconded by**  
19                  **Councilmember Quintana to adjourn the meeting. The motion carried unanimously**  
20                  **and the meeting adjourned at 4.47 p.m.**

21  
22  
23  
24                  **APPROVED:**

25  
26  
27                  \_\_\_\_\_  
28                  **Darren M. Cordova, Mayor**

29  
30  
31                  **ATTEST:**

32  
33  
34                  \_\_\_\_\_  
35                  **Renee Lucero, Town Clerk**

36  
37                  ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,***  
38                  ***however, only Regular Town Council Meetings and some Special Town Council***  
39                  ***Meetings, with controversial issues, are video recorded. Copies are available upon***  
40                  ***request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005)***  
41                  ***at a fee of \$5.00 for audio recordings and \$10.00 for video recordings.***  
42  
43  
44



**December 14, 2010**

---

**Title:**

December 3, 2010 Special Meeting Minutes

**Summary:**

**Background:**

**Attachments:**

Click to download

 [Minutes](#)

**APPROVALS:**

Date/Time:

12/9/2010 11:26 AM

Approval:

Approved

Department:

Town Clerk



## Town of Taos Special Meeting Minutes

December 3, 2010

**MINUTES****December 3, 2010****Special Meeting****Town Council Chambers – 121 Civic Plaza Drive****1:30 p.m.**

**1. CALL TO ORDER:** The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:50 p.m.

**2. ROLL CALL**

**Ms. Francella Garcia, Clerk's Assistant, called roll and a quorum was present.**

**Those present were:**

Mayor	Darren M. Cordova
Mayor Pro Tem	Rudy C. Abeyta
Councilmember	A. Eugene Sanchez
Councilmember	Amy J. Quintana
Councilmember	Michael A. Silva

**Also present were:**

Town Manager	Daniel Miera
Clerk's Assistant	Francella Garcia

**Absent/Excused was:**

Assistant Town Manager	Abigail Adame
Town Attorney	Allen Ferguson
Town Clerk	Renee Lucero
Youth Councilmember	Brooke Cisneros

**3. PLEDGE OF ALLEGIANCE**

Councilmember Silva led the audience in the pledge of allegiance.

**4. APPROVAL OF AGENDA**

## Town of Taos Special Meeting Minutes

December 3, 2010

1 Daniel Miera, Town Manager, requested that Items No. 7 and No. 8 be  
2 switched on the agenda.

3  
4 Councilmember Silva made a motion to approve the Agenda as amended.  
5 Councilmember Quintana seconded the motion. The motion carried  
6 unanimously.

7  
8  
9 **5. APPROVAL OF MINUTES**

10 November 9, 2010 Regular Meeting Minutes

11  
12 **Mayor Pro Tem Abeyta made a motion to approve the Minutes of**  
13 **November 9, 2010 as presented. Councilmember Quintana seconded the**  
14 **motion. The motion was approved by an affirmative vote. Those voting**  
15 **AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez and**  
16 **Quintana. Councilmember Silva abstained as he was absent from the**  
17 **meeting on November 9, 2010.**

18  
19 **6. MATTERS FROM STAFF**

20 **Marietta Fambro, Finance Director**

21 Consideration and approval of Resolution 10-71; Budget Adjustment Request:  
22 1) Facilities Improvement Fund (50) - Increase revenues and expenditures in  
23 the amount of \$100,000 from State of New Mexico Department of Finance and  
24 Administration Severance Tax Bonds Capital Appropriation Grant to purchase  
25 items in order to develop broadcast capability and expand performing and  
26 media arts programs; 2 ) Water Rights Fund (64) - Decrease Unreserved Fund  
27 Balance and increase Interfund Transfer Out to Fund 81 in the amount of  
28 \$46,800 to cover a portion of the construction of the Well #9 Rehabilitation  
29 Project; 3) Utility Construction Fund (81) - Increase Interfund Transfer In from  
30 Fund 64 and Capital Outlay expenditures for the Well #9 Rehabilitation Project  
31 (81-80 New) in the amount of \$46,800 to cover the balance needed for the total  
32 construction of this project.

33  
34 Marietta Fambro, Finance Director, explained the intent of the Budget  
35 Adjustment Request was to increase revenue and expenditures for a grant  
36 received from State of New Mexico Department of Finance and Administration  
37 Severance Tax Bonds Capital Appropriation project to develop broadcast  
38 capability and expand performing and media arts programs at the Taos Center  
39 of the Arts. She further explained that the need to transfer out from the Water  
40 Right Fund is to cover the balance needed to complete the total construction of  
41 the Well #9 Rehabilitation Project.

42  
43 **Mayor Pro Tem Abeyta made a motion to approve Resolution 10-71 as**  
44 **presented. Councilmember Silva seconded the motion. The motion was**  
45 **approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem**  
46 **Abeyta, and Councilmembers Sanchez, Quintana and Silva.**

## Town of Taos Special Meeting Minutes

December 3, 2010

**7. Possible action regarding the terms of the Town Manager's employment agreement.**

A discussion ensued regarding whether to table this item or to move forward.

Mayor Pro Tem Abeyta moved to table this item. Motion died due to the lack of a second.

Councilmember Sanchez made a motion to continue this item to the Regular Council Meeting on December 14, 2010 at 1:30 p.m. Councilmember Silva seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

**8. EXECUTIVE SESSION**

Councilmember Quintana made a motion to go into Executive Session discuss limited personnel matters regarding the Town Manager pursuant to NMSA 1978 10-15-1-H.2.

Councilmember Sanchez seconded the motion. The motion was confirmed by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

At 4:55 p.m., Councilmember Silva made a motion to come out of Executive Session and stated discussion in the Executive Session was limited to the item as it was called for. Mayor Pro Tem seconded the motion. The motion was confirmed by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

**9. ADJOURNMENT**

A motion was made by Councilmember Silva and seconded by Mayor Pro Tem Abeyta to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 4:55 p.m.

**APPROVED:**

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Darren M. Cordova, Mayor

**ATTEST:**

---

Renee Lucero, Town Clerk

## Town of Taos Special Meeting Minutes

December 3, 2010

1  
2

*PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio, however, only Regular Town Council Meetings and some Special Town Council Meetings, with controversial issues, are video recorded. Copies are available upon request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00 for audio recordings and \$10.00 for video recordings.*



**December 14, 2010**

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**Title:**

Loretta Trujillo, Human Resources Director

**Summary:**

**New Hires - November 2010**

11/07/2010 Madeline Barney - Transit Operator - Temporary position through April 30, 2010

11/24/2010 Aaron Molina - Recreation Specialist -Temporary position through April 15, 2010

**Background:**

**Attachments:**

**Click to download**

No Attachments Available

**APPROVALS:**

Date/Time:	Approval:	Department:
12/7/2010 9:59 AM	Approved	Town Manager
12/7/2010 10:00 AM	Approved	Town Clerk



**December 14, 2010**

**Title:**

Amos Torres, Public Utilities Director

**Summary:**

Consideration and approval of Amendment #1 to Contract # TT-11-160 with Hydro Resources Rocky Mountain Inc. The amendment is for the correction of the bid amount of the contract. Bid alternates were left out of the total amount during the Bid Tabulations for the engineer. The amount is for \$48,862.50 plus NMGR for a total of \$52,343.95. This total is for Additive Alternates A7 through A9, which include submersible wire, pit-less adaptor, and control panel.

**Background:**

**Attachments:**

Click to download

 [Letter from engineer](#)

 [corrected bid tab](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 4:17 PM	Approved	Town Manager
12/3/2010 4:17 PM	Approved	Town Clerk



November 19, 2010

Amos Torres, Director of Public Works  
Town of Taos  
400 Camino de la Placita  
Taos, NM 87571

**Subject: Correction to Bid Abstract and Notice of Award Contract Price**

Dear Mr. Torres,

We have corrected a tabulation error in the Bid Abstract submitted to you on October 26, 2010. The addition of bid alternates A-7 thru A-9 to the total for bid alternates was overlooked. This resulted in an understatement in the actual recommended award amount by \$48,862.50, exclusive of NMGRT. This correction will alter the recommended award amount, but not the lowest responsive bidder. The lowest responsive bidder is still Hydro Resources, Rocky Mountain, Inc. of Fort Lupton, CO. The correct amount of the bid, to reflect the base bid and all bid alternates is \$572,244.50 plus NMGRT in the amount of 8.1875% of the bid, or \$46,852.52, for a total cost of \$619,097.02.

The Notice of Award form was also corrected and is enclosed with this letter. Please execute the enclosed Notice of Award form and return it to our office and we will proceed with the issuance of the Notice of Award to Hydro Resources Rocky Mountain, Inc.

Our sincerest apologies for any difficulties this error has caused.

Contact me at this office with any questions or concerns.

Sincerely,  
**SOUDER, MILLER & ASSOCIATES**

A blue ink signature of Eric Tawney, written in a cursive style.

Eric Tawney, E.I.T.  
Project Manager

Encl: Bid Abstract, Form of Notice of Award

cc: Tina Torres, Town of Taos, 400 Camino de la Placita, Taos, NM 87571  
File

**BID ABSTRACT****Town of Taos Well #9 Rehabilitation****Bid Date: October 26, 2010 (2:00 p.m.)**

Peter Fant P.E., Project Engineer

These tabulations are correct to the best of my knowledge.

Shaded cell denotes math correction.

\*-Denotes-original bid-form value.

* Denotes original bid-form value.				Drill Tech, Inc.		Hydro Resources Rocky Mountain, Inc.	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1	VIDEO LOG 10 3/4" OD Casing to Sand In-Fill Video log existing 10 3/4" outer diameter (OD), 10 1/8" inner diameter (ID), casing, with side-scan and down-hole viewing video camera, to top of sand in-fill.	LF	2,500	<del>\$ 7,200.00</del> \$ 2.88	\$ 7,200.00	\$ 1.95	\$ 4,875.00
2	REMOVE Sand In-Fill in 10 3/4" OD Casing Remove sand in-fill to a total depth of 3,180 feet, in existing 10 3/4" OD casing with louvered screens, removing all accumulated sand exercising caution with existing screens.	LS	1	\$ 10,800.00	\$ 10,800.00	\$ 20,400.00	\$ 20,400.00
3	INSTALL 7 x 8 Stainless Steel PS Muni-Pak Liner Provide and install 660 feet of 7 x 8 stainless steel PS Muni-Pak Liner, into existing 10 1/8" ID casing, with stainless steel wash-down tool installed at bottom. Muni-Pak screens shall be set between from 2,500' to 3,160'. The wash down tool at the bottom of the screens shall land at a depth of 3,160 feet BGS, ± 10 feet. The Muni-Pak well screen shall consist of Johnson Well Screen, or equivalent 7" x 8" PS Muni Pak 304 stainless steel well screens, 0.020" slot, w/ 16/20 Carbolite filter pack.	LF	660	\$ 384.00	\$ 253,440.00	\$ 365.00	\$ 240,900.00
4	INSTALL 7-inch Nominal Stainless Steel Blank Casing Provide and install 20 feet of 7-inch nominal, Schedule 40, stainless steel blank casing. The blank casing shall be installed above the Muni-Pak screens, between 2,480' and 2,500', 20' with a J-Hook at the top for lowering the 680' screen/blank assembly into the existing casing.	LF	20	\$ 384.00	<del>\$ 15,360.00</del> \$ 7,680.00	\$ 108.00	\$ 2,160.00
5	INSTALL Annular Seal Between Muni-Pak and Blank Provide and install 1-foot length TENDEKA SwellRight Sleeve or approved equal above Muni-Pak, between 7-inch nominal stainless steel blank and 10 1/8" ID existing casing.	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 7,692.00	\$ 7,692.00
6	RIG DEVELOPMENT Develop well by airlift swab methods, no less than 30 hours, until discharge is clear of all sand and drilling fluids.	HRS	70	\$ 550.00	\$ 38,500.00	\$ 850.00	\$ 59,500.00
7	WELL DISINFECTION Thoroughly disinfect completed well with Chlorine. Well disinfection will require that Chlorine concentration be 50 mg/L, consistently mixed throughout water column in completed well.	HRS	5	\$ 1,700.00	\$ 8,500.00	\$ 250.00	\$ 1,250.00
8	SITE RESTORATION AND CLEANUP Clean up drill site and restore to as close to pre-drilling condition as possible, grade ground to slope away from wellhead.	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
9	MOBILIZATION/DEMOBILIZATION Mobilize to, and demobilize from, drill site.	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 60,000.00	\$ 60,000.00
					<del>\$ 444,800.00</del>		
Total of Base Bid					\$ 429,820.00	\$	401,277.00
Tax (Taos County)					\$ 30,624.68	\$	28,590.99
Total of Base Bid (includes NMGR)					\$ 460,444.68	\$	429,867.99

**Additive Bid Alternates**

A-1	<b>INSTALL TEST PUMP</b> Provide, install and remove test pump capable of pumping at a rate of between 200 and 600 gpm from a depth of 700 feet with a pumping water level of 550 feet including wiring, column pipe with 2-inch sounder line attached to column pipe, and controls.	LS	1	\$ 35,500.00	\$ 35,500.00	\$ 13,250.00	\$ 13,250.00
A-2	<b>PUMP DEVELOPMENT</b> Pump develop the well until AWWA standards are met, estimated 20 hours	HRS	20	\$ 450.00	\$ 9,000.00	\$ 400.00	\$ 8,000.00
A-3	<b>STEP TEST</b> Operate and maintain pump during ten hour step-drawdown test	HRS	10	\$ 450.00	\$ 4,500.00	\$ 850.00	\$ 8,500.00
A-4	<b>CONSTANT RATE PUMPING TEST</b> Operate and maintain pump during 7 day pumping test	DAYS	7	\$ 6,000.00	\$ 42,000.00	\$ 7,665.00	\$ 53,655.00
A-5	<b>INSTALL SUBMERSIBLE WELL PUMP</b> Provide and install submersible well pump as follows: - 125 HP Goulds Pump capable of pumping at a rate of 400 gpm from a depth of 700 feet with a pumping water level of 550 feet and a head of 715 feet - Provide and install 6" check valves per pump manufacturer's recommendations	LS	1	\$ 35,500.00	\$ 35,500.00	\$ 24,700.00	\$ 24,700.00
A-6	<b>INSTALL 6" WELL COLUMN DROP PIPE</b> Provide and install 6" SCH 40 steel drop pipe	LF	700	\$ 36.00	\$ 25,200.00	\$ 20.00	\$ 14,000.00
A-7	<b>INSTALL 250 MCM SUBMERSIBLE WIRE</b> Provide and install 250 MCM submersible wire and type per manufacturer's recommendations	LF	750	\$ 30.77	\$ 23,077.50	\$ 30.75	\$ 23,062.50
A-8	<b>PROVIDE AND INSTALL PITLESS ADAPTER</b> Baker Pitless Adapter per Technical Specs	LS	1	\$ 12,174.00	\$ 12,174.00	\$ 10,000.00	\$ 10,000.00
A-9	<b>PROVIDE AND INSTALL PUMP CONTROL PANEL</b> Applied Motor Controls per Technical Specs	LS	1	\$ 32,800.00	\$ 32,800.00	\$ 15,800.00	\$ 15,800.00

Total of Bid Alternates		\$ 219,751.50	\$ 170,967.50
Tax (Taos County)	7.1250%	\$ 15,657.29	\$ 12,181.43
Total of Bid Alternates (includes NMGR)		\$ 235,408.79	\$ 183,148.93
Total of Base Bid and Bid Alternates		\$ 649,571.50	\$ 572,244.50
Tax (Taos County)	7.1250%	\$ 46,281.97	\$ 40,772.42
Total of Base Bid and Bid Alternates (includes NMGR)		\$ 695,853.47	\$ 613,016.92





**December 14, 2010**

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**Title:**

Cathy Connelly, Public Relations Director

**Summary:**

Consideration and acceptance of Fiscal Year 2010-11 Grant Agreement 11-418-3002-0102 in the amount of \$4,500 inclusive of GRT with the State of New Mexico Tourism Department for marketing Taos Express. Matching amounts are in the current Town of Taos Marketing Budget 24-00-44001. No additional funds are required.

**Background:**

**Attachments:**

Click to download

📎 [Agreement](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/6/2010 2:37 PM	Approved	Town Clerk

Agreement Number: 11-418-3002-0102

NEW MEXICO TOURISM DEPARTMENT  
COOPERATIVE MARKETING GRANT AGREEMENT

**WHEREAS** the New Mexico Tourism Department has been funded by the New Mexico State Legislature for a community cooperative marketing program, and;

**WHEREAS** the New Mexico Tourism Department desires to promote tourism for the State of New Mexico, in cooperation with **Town of Taos - Taos Express**, and;

**WHEREAS** **Town of Taos - Taos Express** agrees to provide advertising and promotional service to accomplish the above stated purpose and will provide matching funds to further the above purpose, said parties hereby enter into this agreement.

**NOW, THEREFORE:**

**THIS AGREEMENT**, made and entered into by and between the State of New Mexico, Tourism Department, hereinafter referred to as the "Department", and **Town of Taos - Taos Express**, hereinafter referred to as the "Contractor."

**THIS AGREEMENT IS EFFECTIVE JULY 1, 2010. THE DEPARTMENT SHALL NOT BE OBLIGATED TO PAY THE CONTRACTOR FOR ANY SERVICE THAT COMMENCED PRIOR TO THE EFFECTIVE DATE.**

**DEFINITIONS:**

Quarter: For the purpose of this agreement a quarters are designated as:

- First Quarter – July through September
- Second Quarter – October through December
- Third Quarter – January through March
- Fourth Quarter – April through June

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:****1. SCOPE OF WORK:**

The Contractor agrees:

**To promote New Mexico and Taos Express by advertising through various form of media defined in the original application.**

**Total Marketing Budget:** is \$119,999 or less and the Department will provide a 50% match of eligible expenses up to the grant award.

**Contractor Agrees to expend this amount in eligible expenses:** \$9,000

**Maximum Department Match (Grant Award):** \$4,500

The Contractor agrees:

- To meet or exceed twice the Department award through actual cash expenditures; in-kind services do not qualify toward the match requirement.
- To meet the requirements of the 2010-2011 Request for Proposals.
- The Tourism Department's logo or tag line "visit [www.newmexico.org](http://www.newmexico.org)" must be used on all advertising, in the case of radio advertising the slogan "New Mexico Land of Enchantment" must be used as well as "funded in part by the New Mexico Tourism Department".
- To provide its own funds above and beyond the agreed compensation to perform this agreement.

#### **Deliverables:**

**End of year evaluation report:** Submitted with the final request for payment, on or before May 31, 2011.

**Proof of commitment:** Due **January 1, 2011** (This applies to the balance of unused funds not reimbursed to the contractor as of January 1, 2011)

## **2. COMPENSATION:**

A. The Department shall reimburse to the Contractor in full payment for services rendered an amount not to exceed \$4,500.

B. Gross Receipts Tax

The Contractor is a non-profit organization therefore is exempt from the payment of New Mexico Gross Receipts Tax, and/or is registered with the New Mexico Taxation and Revenue Department to pay gross receipts tax, if applicable.

C. Payment

Payment shall be made upon receipt of a detailed package of proof of performance. The proof of performance package must include all the supporting documentation. Compliance must be made with 2010-2011 Request for Proposal Guidelines and Request for Payment Form. Requests for payment must be submitted on a quarterly basis as follows: **Requests must be postmarked on or before the fifteenth (15<sup>th</sup>) day after the end of each quarter except for the fourth quarter ending May 31<sup>st</sup>; it must be postmarked on or before the tenth (10<sup>th</sup>) day of June 2011.** Failure to adhere to these requirements can result in a penalty assessed on the invoice equal to 10% of the total invoice submitted for the first, second and third quarters. Failure to adhere to these requirements for the fourth quarter will result in the remaining agreement balance being returned to the Department. The balance will not be reimbursed at a future date.

### 3. TERM:

**THIS AGREEMENT IS EFFECTIVE JULY 1, 2010.** This Agreement shall terminate on **June 30, 2011**, unless terminated pursuant to paragraph 4, *infra*.

### 4. TERMINATION:

#### A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

#### B. Termination Management

Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Contractor with agreement funds shall become property of the Department upon termination. On the date the notice of termination is received, the Contractor shall furnish to the Department a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Department agreements with the Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraph of this Agreement regarding financial records

### 5. STATUS OF THE CONTRACTOR:

The Contractor, and his agents and employees, are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

6. **ASSIGNMENT:**

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

7. **SUBCONTRACTING:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department.

8. **RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Department, The Department of Finance and Administration, and the State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

9. **APPROPRIATIONS:**

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, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. **RELEASE:**

The Contractor, upon final payment of the amount due under this Agreement releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. **CONFIDENTIALITY:**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

**12. PRODUCT OF SERVICES: COPYRIGHT:**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

**13. GOVERNMENTAL CONDUCT ACT:**

The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

**14. AMENDMENT:**

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

**15. MERGER:**

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

**16. NOTICE:**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**17. EQUAL OPPORTUNITY COMPLIANCE:**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**18. APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting Department.

**19. INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Department and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail

**20. OTHER PROVISIONS:**

This Agreement is contingent upon compliance with the **2010-2011** Request for Proposal Guidelines and the **2010-2011** Request for Payment Form.

**21. NOTICES:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department:

New Mexico Tourism Department  
Audrey Herrera  
491 Old Santa Fe Trail  
Santa Fe, NM 87501  
505-827-7325  
audrey@newmexico.org

To the Contractor:

Town of Taos - Taos Express  
Cathy Connelly  
400 Camino de la Placita  
Taos, New Mexico 87571  
(575) 751-2001  
CConnelly@taosgov.com



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the State of New Mexico.

**CONTRACTOR**

By:

Title:

Date:

11/4/10

Public Relations Director

**STATE OF NEW MEXICO**

New Mexico Tourism Department

By:

Date:

11.10.10

**NEW MEXICO TAXATION & REVENUE DEPARTMENT**

The records of the New Mexico Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department to pay gross receipts and compensating taxes, if applicable.

ID: 01-710103-004

By:

Date:

11/9/10



**December 14, 2010**

---

**Title:**

Cathy Connelly, Public Relations Director

**Summary:**

Consideration and acceptance of Fiscal Year 2010-11 Grant Agreement 11-418-3002-0128C in the amount of \$13,000 inclusive of GRT with the State of New Mexico Tourism Department for marketing "Return to Sacred Places" Thematic Traveler Education about Taos. Matching amounts are in the current Town of Taos Marketing Budget 24-00-44001. No additional funds are required.

**Background:**

**Attachments:**

Click to download

📎 [Agreement](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/6/2010 2:37 PM	Approved	Town Clerk

Agreement Number: 11-418-3002-0128-C

NEW MEXICO TOURISM DEPARTMENT  
COOPERATIVE MARKETING GRANT AGREEMENT

**WHEREAS** the New Mexico Tourism Department has been funded by the New Mexico State Legislature for a community cooperative marketing program, and;

**WHEREAS** the New Mexico Tourism Department desires to promote tourism for the State of New Mexico, in cooperation with **Town of Taos - Sacred Places Campaign**, and;

**WHEREAS** **Town of Taos - Sacred Places Campaign** agrees to provide advertising and promotional service to accomplish the above stated purpose and will provide matching funds to further the above purpose, said parties hereby enter into this agreement.

**NOW, THEREFORE:**

**THIS AGREEMENT**, made and entered into by and between the State of New Mexico, Tourism Department, hereinafter referred to as the "Department", and **Town of Taos - Sacred Places Campaign**, hereinafter referred to as the "Contractor."

**THIS AGREEMENT IS EFFECTIVE JULY 1, 2010. THE DEPARTMENT SHALL NOT BE OBLIGATED TO PAY THE CONTRACTOR FOR ANY SERVICE THAT COMMENCED PRIOR TO THE EFFECTIVE DATE.**

**DEFINITIONS:**

Quarter: For the purpose of this agreement a quarters are designated as:

- First Quarter – July through September
- Second Quarter – October through December
- Third Quarter – January through March
- Fourth Quarter – April through June

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:****1. SCOPE OF WORK:**

The Contractor agrees:

To promote New Mexico and the Taos area by advertising through various form of media defined in the original application.

**Match Category:** the Department will provide a 50% match of eligible expenses up to the grant award.

**Contractor Agrees to expend this amount in eligible expenses:** \$26,000

**Maximum Department Match (Grant Award):** \$13,000

The Contractor agrees:

- To meet or exceed twice the Department award through actual cash expenditures; in-kind services do not qualify toward the match requirement.
- To meet the requirements of the 2010-2011 Request for Proposals.
- The Tourism Department's logo or tag line "visit www.newmexico.org" must be used on all advertising, in the case of radio advertising the slogan "New Mexico Land of Enchantment" must be used as well as "funded in part by the New Mexico Tourism Department".
- To provide its own funds above and beyond the agreed compensation to perform this agreement.

**Deliverables:**

**End of year evaluation report:** Submitted with the final request for payment, on or before May 31, 2011.

**Proof of commitment:** Due **January 1, 2011** (This applies to the balance of unused funds not reimbursed to the contractor as of January 1, 2011)

**2. COMPENSATION:**

A. The Department shall reimburse to the Contractor in full payment for services rendered an amount not to exceed \$13,000.

B. Gross Receipts Tax

The Contractor is a non-profit organization therefore is exempt from the payment of New Mexico Gross Receipts Tax, and/or is registered with the New Mexico Taxation and Revenue Department to pay gross receipts tax, if applicable.

C. Payment

Payment shall be made upon receipt of a detailed package of proof of performance. The proof of performance package must include all the supporting documentation. Compliance must be made with 2010-2011 Request for Proposal Guidelines and Request for Payment Form. Requests for payment must be submitted on a quarterly basis as follows: **Requests must be postmarked on or before the fifteenth (15<sup>th</sup>) day after the end of each quarter except for the fourth quarter ending May 31<sup>st</sup>; it must be postmarked on or before the tenth (10<sup>th</sup>) day of June 2011.** Failure to adhere to these requirements can result in a penalty assessed on the invoice equal to 10% of the total invoice submitted for the first, second and third quarters. Failure to adhere to these requirements for the fourth quarter will result in the remaining agreement balance being returned to the Department. The balance will not be reimbursed at a future date.

### 3. TERM:

**THIS AGREEMENT IS EFFECTIVE JULY 1, 2010.** This Agreement shall terminate on **June 30, 2011**, unless terminated pursuant to paragraph 4, infra.

### 4. TERMINATION:

#### A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

#### B. Termination Management

Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Contractor with agreement funds shall become property of the Department upon termination. On the date the notice of termination is received, the Contractor shall furnish to the Department a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Department agreements with the Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraph of this Agreement regarding financial records

### 5. STATUS OF THE CONTRACTOR:

The Contractor, and his agents and employees, are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

**6. ASSIGNMENT:**

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

**7. SUBCONTRACTING:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department.

**8. RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Department, The Department of Finance and Administration, and the State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

**9. APPROPRIATIONS:**

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, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**10. RELEASE:**

The Contractor, upon final payment of the amount due under this Agreement releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**11. CONFIDENTIALITY:**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

**12. PRODUCT OF SERVICES: COPYRIGHT:**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

**13. GOVERNMENTAL CONDUCT ACT:**

The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

**14. AMENDMENT:**

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

**15. MERGER:**

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

**16. NOTICE:**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**17. EQUAL OPPORTUNITY COMPLIANCE:**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**18. APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting Department.

**19. INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Department and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail



**20. OTHER PROVISIONS:**

This Agreement is contingent upon compliance with the **2010-2011** Request for Proposal Guidelines and the **2010-2011** Request for Payment Form.

**21. NOTICES:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department:

New Mexico Tourism Department  
Audrey Herrera  
491 Old Santa Fe Trail  
Santa Fe, NM 87501  
505-827-7325  
audrey@newmexico.org

To the Contractor:

Town of Taos - Sacred Places Campaign  
Cathy Connelly  
400 Camino de la Placita  
Taos, New Mexico 87571  
(575) 751-2001  
CConnelly@taosgov.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the State of New Mexico.

**CONTRACTOR**

By: *Carly O'Connell* Title: *Public Relations Director*  
Date: *11/4/10*

**STATE OF NEW MEXICO**

New Mexico Tourism Department

By: *[Signature]*  
Date: *11.10.10*

**NEW MEXICO TAXATION & REVENUE DEPARTMENT**

The records of the New Mexico Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department to pay gross receipts and compensating taxes, if applicable.

ID: 01-710103-004

By: *[Signature]*  
Date: *11/9/10*



**December 14, 2010**

---

**Title:**

Cathy Connelly, Public Relations Director

**Summary:**

Consideration and approval for the Town of Taos to act as fiscal agency for Fiscal Year 2010-11 Grant Agreement 11-418-3002-0103 in the amount of \$14,000 inclusive of GRT with the State of New Mexico Tourism Department for which the Town is a marketing partner and fiscal agent for the nonprofit Taos County Lodgers Association for the Taos Historic Churches Self-Guided Tour brochure. Matching amounts are in the current Town of Taos Marketing Budget 24-00-44001. No additional funds are required.

**Background:**

**Attachments:**

Click to download

 [Agreement](#)

**APPROVALS:**

Date/Time:

12/6/2010 2:37 PM

Approval:

Approved

Department:

Town Clerk

**Agreement Number: 11-418-3002-0103**

**NEW MEXICO TOURISM DEPARTMENT  
COOPERATIVE MARKETING GRANT AGREEMENT**

**WHEREAS** the New Mexico Tourism Department has been funded by the New Mexico State Legislature for a community cooperative marketing program, and;

**WHEREAS** the New Mexico Tourism Department desires to promote tourism for the State of New Mexico, in cooperation with **Town of Taos fiscal agent for the Taos County Lodgers Association**, and;

**WHEREAS** **Town of Taos fiscal agent for the Taos County Lodgers Association** agrees to provide advertising and promotional service to accomplish the above stated purpose and will provide matching funds to further the above purpose, said parties hereby enter into this agreement.

**NOW, THEREFORE:**

**THIS AGREEMENT**, made and entered into by and between the State of New Mexico, Tourism Department, hereinafter referred to as the "Department", and **Town of Taos fiscal agent for the Taos County Lodgers Association**, hereinafter referred to as the "Contractor."

**THIS AGREEMENT IS EFFECTIVE JULY 1, 2010. THE DEPARTMENT SHALL NOT BE OBLIGATED TO PAY THE CONTRACTOR FOR ANY SERVICE THAT COMMENCED PRIOR TO THE EFFECTIVE DATE.**

**DEFINITIONS:**

Quarter: For the purpose of this agreement a quarters are designated as:

- First Quarter – July through September
- Second Quarter – October through December
- Third Quarter – January through March
- Fourth Quarter – April through June

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. SCOPE OF WORK:**

The Contractor agrees:

**To promote New Mexico and the Taos area by advertising through various form of media defined in the original application.**

**Total Marketing Budget:** is \$120,000 or more and the Department will provide a 33.33% match of eligible expenses up to the grant award.

**Contractor Agrees to expend this amount in eligible expenses: \$42,000**

**Maximum Department Match (Grant Award): \$14,000**

The Contractor agrees:

- **To meet or exceed twice the Department award through actual cash expenditures; in-kind services do not qualify toward the match requirement.**
- To meet the requirements of the 2010-2011 Request for Proposals.
- The Tourism Department's logo or tag line "visit www.newmexico.org" must be used on all advertising, in the case of radio advertising the slogan "New Mexico Land of Enchantment" must be used as well as "funded in part by the New Mexico Tourism Department".
- To provide its own funds above and beyond the agreed compensation to perform this agreement.

**Deliverables:**

**End of year evaluation report:** Submitted with the final request for payment, on or before May 31, 2011.

**Proof of commitment:** Due **January 1, 2011** (This applies to the balance of unused funds not reimbursed to the contractor as of January 1, 2011)

**2. COMPENSATION:**

A. The Department shall reimburse to the Contractor in full payment for services rendered an amount not to exceed \$14,000.

B. Gross Receipts Tax

The Contractor is a non-profit organization therefore is exempt from the payment of New Mexico Gross Receipts Tax, and/or is registered with the New Mexico Taxation and Revenue Department to pay gross receipts tax, if applicable.

C. Payment

Payment shall be made upon receipt of a detailed package of proof of performance. The proof of performance package must include all the supporting documentation. Compliance must be made with 2010-2011 Request for Proposal Guidelines and Request for Payment Form. Requests for payment must be submitted on a quarterly basis as follows: **Requests must be postmarked on or before the fifteenth (15<sup>th</sup>) day after the end of each quarter except for the fourth quarter ending May 31<sup>st</sup>; it must be postmarked on or before the tenth (10<sup>th</sup>) day of June 2011.** Failure to adhere to these requirements can result in a penalty assessed on the invoice equal to 10% of the total invoice submitted for the first, second and third quarters. Failure to adhere to these requirements for the fourth quarter will result in the remaining agreement balance being returned to the Department. The balance will not be reimbursed at a future date.

### 3. TERM:

**THIS AGREEMENT IS EFFECTIVE JULY 1, 2010.** This Agreement shall terminate on **June 30, 2011**, unless terminated pursuant to paragraph 4, infra.

### 4. TERMINATION:

#### A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Contractor, if the Contractor becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

#### B. Termination Management

Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Contractor with agreement funds shall become property of the Department upon termination. On the date the notice of termination is received, the Contractor shall furnish to the Department a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Department agreements with the Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the paragraph of this Agreement regarding financial records

### 5. STATUS OF THE CONTRACTOR:

The Contractor, and his agents and employees, are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

6. **ASSIGNMENT:**

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

7. **SUBCONTRACTING:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department.

8. **RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Department, The Department of Finance and Administration, and the State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

9. **APPROPRIATIONS:**

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, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. **RELEASE:**

The Contractor, upon final payment of the amount due under this Agreement releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. **CONFIDENTIALITY:**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

**12. PRODUCT OF SERVICES: COPYRIGHT:**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

**13. GOVERNMENTAL CONDUCT ACT:**

The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

**14. AMENDMENT:**

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

**15. MERGER:**

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

**16. NOTICE:**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.



**17. EQUAL OPPORTUNITY COMPLIANCE:**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**18. APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of New Mexico.

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting Department.

**19. INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Department and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail

**20. OTHER PROVISIONS:**

This Agreement is contingent upon compliance with the **2010-2011** Request for Proposal Guidelines and the **2010-2011** Request for Payment Form.

**21. NOTICES:**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department:

New Mexico Tourism Department  
Audrey Herrera  
491 Old Santa Fe Trail  
Santa Fe, NM 87501  
505-827-7325  
audrey@newmexico.org

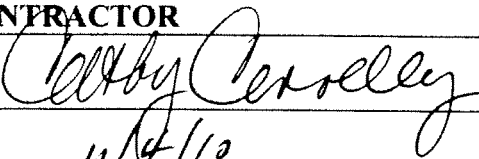
To the Contractor:

Town of Taos fiscal agent for the Taos County Lodgers Association  
Cathy Connelly  
400 Camino de la Placita  
Taos, New Mexico 87571  
(575) 751-2001  
CConnelly@taosgov.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the State of New Mexico.

**CONTRACTOR**

By:



Title:

Public Relations Director

Date:

11/4/10

**STATE OF NEW MEXICO**

New Mexico Tourism Department

By:



Date:

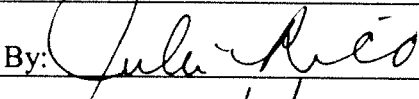
11.10.10

**NEW MEXICO TAXATION & REVENUE DEPARTMENT**

The records of the New Mexico Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department to pay gross receipts and compensating taxes, if applicable.

ID: 01-710103-004

By:



Date:

11/9/10



**December 14, 2010**

---

**Title:**

Cathy Connelly, Public Relations Director

**Summary:**

Consideration and approval to apply for a 2011-12 Grant from the National Scenic Byways Program for Community Visioning, Marketing, and Interpretive Installment Activities, to be administered by the State of New Mexico Department of Transportation and the Tourism Department. Total Grant Amount is \$258,657.95 inclusive of GRT with a match of \$49,371.59. This match will predominantly be made through the existing Town of Taos Marketing Budget, 24-00-44001, should this budget remain at the approximate 2010-11 level. Added matching is accomplished through volunteer and Town of Taos staff hours, both allowed as a match within this grant application. Note: A 2% fiscal agency fee is included in this grant for approximately \$35,000 being spent via nonprofit community groups on Byway activities.

**Background:**

**Attachments:**

Click to download

 [application](#)

**APPROVALS:**

Date/Time:

12/6/2010 2:38 PM

Approval:

Approved

Department:

Town Clerk

## **National Scenic Byways Program Project Summary 2011**

This application must be completed online at [www.newmexico.org](http://www.newmexico.org) and submitted in printed form.

### **Town of Taos Scenic Byways Application for 2011-12 Award**

#### **Project Category**

*Which category best describes the location of this project? (check the applicable category)*

Project that is associated with a highway that has been designated as a National Scenic Byway, All-American Road, or one of America's Byways.

Project along a State or Indian Tribe Scenic Byway that is carried out to make the Byway eligible for designation as National Scenic Byway, an All-American Road, or one of America's Byways.

Project that is associated with the development of a State or Indian Tribe Scenic Byway program.

#### **X Project along a State or Indian Tribe Scenic Byway.**

*Choose from the following categories of eligible work the type that best fits your project.*

Byway Programs

Corridor Management

Safety Improvements

Byway Facilities

Access to Recreation

Resource Protection

**X Interpretive Information**

**X Marketing**

*Is this application a resubmission of an unfunded project from a previous year?*

Yes

**X No**

## **Project Location**

**State(s) involved in project.**

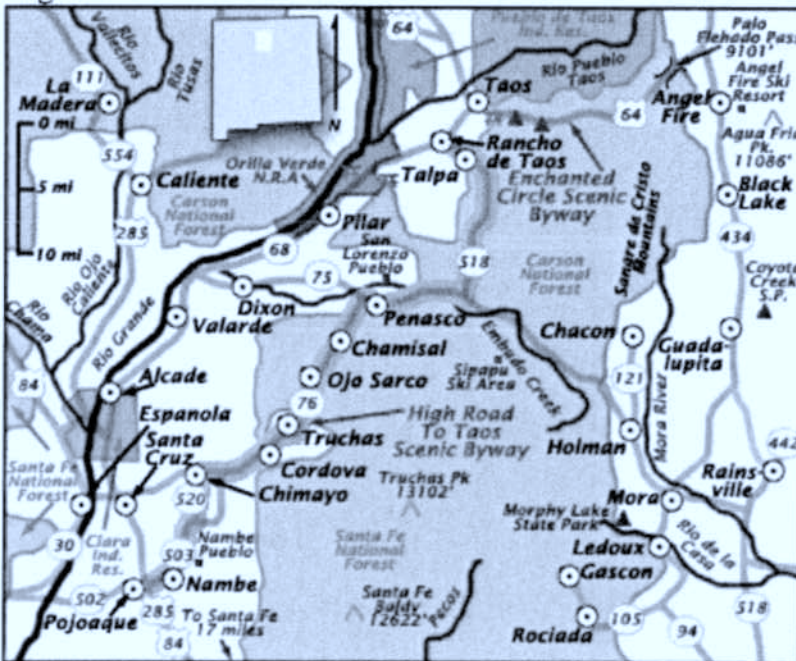
State of New Mexico

**Indicate the Byway's regional location within the State. Reference prominent landmarks such as parallel major highways, national features, counties, or large cities, that make the Byway(s) easy to locate in a road atlas.**

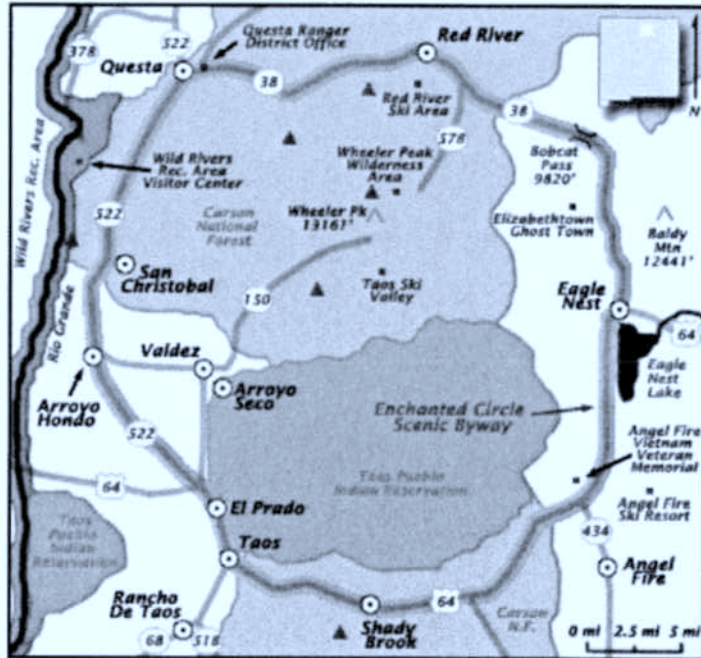
North Central New Mexico; Taos County; Town of Taos and Taos Pueblo; Enchanted Circle entities including (alpha order) Angel Fire, Eagle Nest, Questa, and Red River – and Taos Ski Valley “within” the Circle; communities easily identified such as Chimayo and Penasco along High Road to Taos; Wild Rivers, Bureau of Land Management-owned area. The Town of Taos – and its proposal – involves three State of New Mexico Scenic Byways (maps below):

High Road to Taos  
Enchanted Circle and  
Wild Rivers Back Country.

High Road to Taos:



## Enchanted Circle:



## Wild Rivers Back Country:



**Briefly describe the project's location(s) on the Byway using references to route numbers, Byway gateway communities, project location communities and landmarks so any reviewer can identify the project sites.**

*Community Visioning, Taos Scenic Byway Master Marketing Plan, Interpretive Studies, and Enhanced Marketing Activity:* The vision/interpretive/marketing activities include the communities and Byway amenities along all three area State Scenic Byways. The most labor-intensive activity is anticipated along the High Road to Taos Scenic Byway. Enhanced marketing information for visitors will be offered on the internet and through free media other distribution channels, including the Town of Taos Visitor Center, a gateway location at 1139 Paseo del Pueblo Sur, the intersection of New Mexico State Highway 68 (Paseo del Pueblo Sur) and New Mexico State Highway 585 (the cut-off road to Angel Fire, Canon East – which links directly to Highway 64, to Angel Fire, and one direction in which to take the Enchanted Circle Scenic Byway route). This is a major visitor destination operated by the Town, attracting 120,000 annual walk-in visitors. Its operational costs, paid for by the Town of Taos, are approximately \$320,000 per year, with five staff members and daily open hours from 9 am to 5 pm, (877) 587-9007, [information@taosvisitor.com](mailto:information@taosvisitor.com). It is anticipated that the interpretive installation study will recommend some type of interpretive installation at this Visitor Center location, in addition to other locations/offerings along the studied Byways.

### **Associated Byways**

**State:** New Mexico

**Byway Name:** State of New Mexico -- Enchanted Circle, High Road to Taos, Wild Rivers Back Country Scenic Byways

Is this project consistent with the Corridor Management Plan(s) for the Byway(s) involved?

**X Yes – Existing Corridor Management Plan for the Enchanted Circle State Scenic Byway**

**No / CMP not available – for High Road to Taos and Wild Rivers**

### **Congressional Districts**

**State:** New Mexico

**District:** 3<sup>rd</sup> Congressional District

**Representative (at time of application):** Ben Ray Luján, U.S. Representative



## **Abstract**

### **Project Description**

**Complete the sentence “This project will...” before adding remaining information.**

This project will work to improve traveler awareness, and increase Byway use and enjoyment, concerning three of Northern New Mexico’s State Scenic Byways. As a first year project in an anticipated five-year master promotional plan, this project will increase and extend overnight as well as day-trip visits to the Town of Taos and its surrounding communities based on increased and prolonged Scenic Byway utilization – and do this in a strategic way through completing staged work on community visioning/involvement, marketing/interpretive research, and then focused marketing/ information development and distribution.

This program will improve conveyance of existing and development of new/enhanced Byway information to Taos’ 1.2 million annual visitors, and its added *potential* visitors, concerning cultural, heritage, recreation/outdoor and other community envisioned opportunities along the three Byways. In essence, in addition to improved traveler communication about each Byway’s intrinsic value, the Byway communities will be encouraged to identify their Byway amenities, and utilize the featured routes as trip planning organizational elements – the “core” of trip experiences – to focus existing and develop new content to strategically answer the tourist question, “why should I explore this Byway?” Much of the existing information referenced here, and already researched, is outlined in later sections of this proposal.

Tourism – and particularly cultural, heritage and outdoor adventure/recreation -- is an essential economic driver for the region (and the State of New Mexico) given its dependence on tourism-related activities and corresponding lodging and gross receipts tax revenues. There is more information about this later in this proposal, but for the Town of Taos specifically, approximately \$850,000-\$900,000 in Lodgers Taxes, and \$10-11 million in Gross Receipts Tax Revenues is annually collected – with recessionary appropriations above and beyond these revenues dramatically contracting.

The Town and its partner communities view their Scenic Byway grant application as important economic development, and a way to improve their local quality of life through the preservation and sharing of their *way* of life – their “authentic” Northern New Mexico history, culture and lifestyle. The proposal’s objectives are to develop a strategic Taos Scenic Byway Five Year Master Marketing Plan during this first year, including definition of the area’s competitive tourism advantage connected to its Byways, and to complete an interpretive study for future, potential installations – while also producing immediate, enhanced marketing content/activities during year one.

## **Byway Benefits**

**Complete the sentence “This project benefits the Byway traveler by...” before adding remaining information.**

This project benefits the Byway traveler by intensifying, expanding and leveraging existing and enhanced Scenic Byways content (and access to it), including physical materials, media coverage, promotions/promotional events, and web site information/maps. Again, adding to each Byways’ intrinsic value, the planned program will organize featured tourism amenity information around each Byway – utilizing each route as a nexus for collecting and effectively focusing traveler information. And, it will do this in a strategic fashion after completing community outreach and marketing research. This first year plan also includes a study of possible year two interpretive installments, and will dovetail all information offerings -- better connecting and enhancing them with the area’s Scenic Byways, knowing how best to, and on whom, to focus specific Taos Scenic Byway marketing efforts.

## **Narrative**

### **Project Summary**

Completely describe all the major elements of your proposed project in a concise but complete summary.

Our first year focus for the Taos Area Scenic Byway program is to:

- 1) Work with the nine communities along the High Road to Taos, including the Taos Office of the Carson National Forest, to develop a community-based marketing plan – a vision plan -- one with grassroots community and Forest Service input. This will simultaneously be focused on improving, with community cooperation, the breadth and depth of content, images and “access points” along this Byway for tourism marketing purposes. This activity will be led by the Penasco Area Communities Association (PACA), and its coordinator for this project Eric Mack, with professional marketing assistance from the Town of Taos and its marketing/interpretive consultants.
- 2) Complete a marketing plan for the Wild Rivers Back Country Scenic Byway in cooperation with the Bureau of Land Management (BLM), Taos Office (the Byway is within its jurisdiction), and the Byways’ access through the community of Cerro and Village of Questa, to again strategically heighten effective marketing outreach concerning this Byway and its intrinsic as well as connected visitor offerings.
- 3) Work with the Enchanted Circle communities, and this Byway’s already organized Enchanted Circle Marketing Group, in conjunction with the Carson National Forest, to step-up efforts in sharing its developed Scenic Byway

marketing information. This marketing study work will assist in better pinpointing how precisely to increase the travel of this Byway given the current, recessionary tourism market. This activity will align with this State Scenic Byway's Corridor Management Plan.

- 4) Although each Byway noted above is different, the ultimate focus is on completing a community, as well as visitor-perspective, marketing study of the most popular amenities along each of the Scenic Byways, preferred types of uses/access points, the offerings that need development/improved marketing, and the most effective means for visitor outreach for the Byways. It is anticipated that this will include identification and conceptual development of some type of interpretive center installation for the three Scenic Byways at the Town of Taos owned and operated Visitor Center, and possible, strategic Byway interpretive signage and/or other elements (i.e. driving audio tour, CDs, SmartPhone internet coded information locations, etc.). However, this first year the intent is to complete a professional study and conceptual/design plan, including community and visitor input, for design/construction perhaps in year two.
- 5) The ultimate Master Marketing Study will also include information and activities (narrative and image content, including suggested trip itineraries) to immediately improve/enhance/expand the Town of Taos and partners' marketing outreach for the Taos region. The Town's well-developed marketing program already includes an annual theme through which all regional participants can market/participate for free, an email outreach list of 1.63 million (monthly e-magazines are produced and forwarded to this ever-growing opt-in list), visitor sweepstakes promotions, tourism-oriented web sites with annual unique visitors topping 500,000, an international free-media outreach program, online, broadcast and print advertising, and other communication/education systems – including partnered efforts with the State of New Mexico Tourism Department and other regional partners – such as Taos Ski Valley, Red River, and Santa Fe as part of the State's regional marketing system (Region 5).
- 6) Part of the success of any vision/marketing program with restricted resources is to strategically focus it, as well as plan its annual stages, and the vision/marketing study referenced above will seek to do this collectively, and through feeder information from each of the Byways. It will not only include what destination content is favored by Taos area visitors in a Byways context, but who those visitors are (demographics) – in the context of Taos' 800-drive domestic circle, as well as internationally (more on this and the European/German market later). Visitor market research is completed each year by the Town of Taos, but a specific Scenic Byway element will be added for this project within the known tourism draw-pools for Northern New Mexico.

### **Inclusiveness**

For the 2010-11 and 2011-12 fiscal years, a major focus of Taos' marketing efforts is to promote the area's –

- a) incredible outdoor beauty, and its outdoor adventure and year-round recreational offerings – including Taos EcoTourism (including relaxation; rejuvenation),

- b) Taos' spirit and culture of relaxation, creativity and rejuvenation,
- c) its historic and cultural points/areas of interest (tri-culture and heritage offerings), and
- d) Taos' creative, art colony status – in all its forms -- from performance and literary arts, through traditional and contemporary visual arts.

This focus includes coalescing information into improved promotion of our area's Scenic Byways, in order to attract new visitors, but also *extend the stays* and increase the return visits of those already traveling to the Taos area, whether such travelers are staying in area campgrounds, recreational vehicle parks, or in lodging establishments.

### **Commitment and Funding**

The Town of Taos, in the last three years, has directly funded and marketed regional tourism efforts, taking its one-time \$80,000 annual budget from three years ago to approximately \$430,000 per fiscal year now spent by the Town on direct tourism activities (local, national and international). These efforts are in partnership with numerous local and state departments, nonprofits and commercial entities with budgets and/or staff/representatives who assist with marketing the region – and who through the Town's coordination are working together better than ever on leveraging success. In the last two years, the Town of Taos has suffered downturns in single digits regarding gross receipts and lodgers tax revenues due to our recession, but based on its consistent and progressive marketing program, these are far better numbers than many comparable tourism-dependent communities in the U.S. which have been down 20-plus percent during this same timeframe. And, in the last three months of July, August and September of 2010, the Town of Taos gross receipts and lodgers taxes revenues, year-over-year compared to 2009, have been up 17.35% and 23.35%, respectively.

For grant consideration, the Town of Taos already has a designated operational budget, system and staff in place and at-the-ready for meeting matching fund and performance requirements – including a professional marketing/public relations/community relations firm out of Albuquerque, New Mexico, Griffin & Associates, and a Taos-based marketing/ advertising firm, Webb Design – with added, local subcontractors in the Taos area who perform various marketing/community outreach work. For the intercept study, Southwest Planning & Marketing, and for the interpretive study element John Veverka & Associates, or comparable professional vendors will be used (firms provided price estimates for budget). And specifically along the High Road to Taos, which is anticipated as the most labor-intensive community outreach area, the Penasco Area Communities Association (PACA) will be the partnering community outreach entity completing most of the grassroots work, with the Town functioning as coordinator and fiscal agent (a 2% fiscal administrative fee is part of this High Road to Taos activity by PACA, and its noted in the budget section of this proposal).

### **Specific Scenic Byway Information/Itinerary Links**

Already identified Byway content for our proposed program includes the following resources. This project will connect this information to Taos' Byways in a more direct, tourism-friendly manner, and add/subtract to it as marketing research dictates:

- Historic Taos Churches Self Guided Driving Tour (and its sister tour – the Taos Historic Walking Tour – proving *very* popular with visitors; 30,000 have been “signed out” and used by visitors in one year’s time), see addendum for details including a map of the churches’ locations within the Byway areas.
- Improved access/overlays of National Forest Service and Bureau of Land Management outdoor recreation offerings (key features, histories, trails, destination stops/sites, etc.). Note: Just a year ago, the National Forest Service, Taos Office, instigated its own information/map installation at the Town of Taos Visitor Center – another popular tourist addition. However, this offering would have even greater benefit for travelers with the incorporation of a well-studied interpretive installation magnifying the Forest Services’ offerings along the Scenic Byways, and adding to them. We believe this will maximize traveler opportunities/interest – and our studies will demonstrate how best to go about it.
- Better featuring and focusing visitors on the existing State Scenic Byways map as a strategic part of the planned offerings.
- UNESCO Heritage Site area information (ground zero being Taos Pueblo – or “Pueblo de Taos” as listed by UNESCO; Taos Pueblo is the only *Living* World Heritage Site in the U.S., and one of five in the drivable vicinity – the others including Carlsbad Caverns, Mesa Verde, Chaco Canyon and the Grand Canyon <http://whc.unesco.org/en/list/492>, and
- National Register of Historic Places (there being 13 sites listed in the Taos area – and over 32 in New Mexico, plus many in the “Southwest” region, mapped by the NRHP and promoted via a readily available, complimentary map funded by the American Express Foundation), with the complete list/links available at [www.nps.gov/nr](http://www.nps.gov/nr) (Taos area list in addendum).
- Byway-route related/connected annual events and always available tour itineraries -- including but not limited to Trail of Fiber Arts (localized), Taos Trail of Pottery (localized exists), each of the art tour maps along the Byways (High Road to Taos, TAO Studio Tours, Questa, Arroyo Seco, and others), and specific, content-driven itineraries currently those now being developed for Spring, 2011 release by the Town of Taos marketing team/partners. An example includes the Tour of Taos Labyrinths – there are seven in the area along our Byways and through promotion this year they have been a sought-after generator of tourism visits.

This multi-layered information/programming approach will provide a critical nexus of easily obtained information (both online, via travel article media coverage, and at the Taos Visitor Center/other tourist information-gathering locations) ideal for the type of traveler interested in Scenic Byways and their related sites/destinations/points of interest.

Since travel studies reveal that 75-80% of all travel research is completed online, whether the researcher ultimately books their trip online or not, an emphasis will be applied to establishing and promoting, online Byway content. However, what we place online, how we

feature it, and how we market to it (and to whom), *will be driven by the results of our marketing studies*. Following are some of the existing online resources we plan on utilizing:

- [www.TaosVacationGuide.com](http://www.TaosVacationGuide.com) – the official site for promoting Town of Taos tourism, with related print guides that serve as the official fulfillment print piece for Taos (copies of the guides can be downloaded/viewed from the web site). This site is operated by the Taos County Lodgers Association and serves as the official site in a partnership with the Town of Taos and many area tourism merchants/organizations. This site also has the Taos Visitor Center web page on it, which would include Scenic Byway information/links. Note: Taos is currently adding 20-plus online, itineraries (including self-guided driving tours) to its visitor web sites – the area’s seven Labyrinths, and a localized Trail of Fiber Arts tour are two of the additions, soon to be offered on [www.TaosVacationGuide.com](http://www.TaosVacationGuide.com) and [www.TaosSacredPlaces.com](http://www.TaosSacredPlaces.com).
- [www.TaosSacredPlaces.com](http://www.TaosSacredPlaces.com) – a micro site promoted by the Town of Taos and including a Taos Master Calendar for events, which also appears on [www.TaosNews.com](http://www.TaosNews.com), the areas weekly newspaper and the primary source of calendar information for 50 years. This annual “thematic” site will remain in place for 2011 and 2012, with the addition of a new, refreshed content, including driving tours and other itineraries that will extend stays. Page views are consistent with the Taos Vacation Guide sister-site, but the “experience” based, more in-depth content keeps visitors there for an average of 14-page visits – a very high number for such an online site.
- Feature in the Taos Visitor Guide (Summer and Winter), found online at [www.TaosNews.com](http://www.TaosNews.com). This is a great, oversized guide that is the resource for individuals once they get to Taos – used at the Visitor Center for its many detailed features/itineraries and local information/maps.
- [www.Gozic.com](http://www.Gozic.com) – the official marketing web site of the National Trust for Historic Preservation, on which Taos is an advertiser, with copy/images being revamped in January, 2011.
- [www.EnchantedCircle.org](http://www.EnchantedCircle.org) – the official site of the Enchanted Circle Marketing Group and its Scenic Byway.
- [www.highlandsherald.com](http://www.highlandsherald.com) – One of the sole sources of locally-generated news and information for the communities along the High Road to Taos Scenic Byway. The site also includes information on the area for the Byway traveler.
- [www.TaosMuseumAssociation.com](http://www.TaosMuseumAssociation.com) – five of the seven Taos Museums are included on this site and Scenic Byway information would be included.

- Bureau of Land Management, Taos Field Office, <http://www.blm.gov/nm/st/en/prog/recreation/taos.html> and Carson National Forest, <http://www.fs.fed.us/r3/carson/>
- With updates, if needed, planned for the National Scenic Byway site information about the State Scenic Byways, <http://www.byways.org/explore/states/NM/>, as well as the State's site, <http://www.newmexico.org/scenicbyways/index.php>.

### **Benefit to Byway Traveler**

**Describe how the proposed project will benefit a Byway traveler, add to their travel experience, or fulfill an important objective of your CMP.**

By improving/expanding what is offered as Byway tourism content, and targeting it specifically to the tourism audiences that are best suited to take advantage of this information, in ways that are strategically effective to reach them – in this way the project will improve its benefits to Byway travelers, add to their travel experience, extend their stays/return trips, and fulfill an important objective of the existing CMP of our three Byways – that of the Enchanted Circle Scenic Byway. It is also a project that will build on this year one proposal with second and future year activities – with a five year marketing/interpretive plan developed.

*However, the Town of Taos has already begun some of the research proposed as part of this project. A segment on international travel to Taos is shared below as a sample of the type of secondary research that can/will be analyzed as part of this project:*

#### **Competitive Landscape in Taos' Tourism Sector International Travel to the U.S.**

While somewhat volatile in recent years, international travel is not going to go away, and its global economic value is still extremely significant – particularly to a state such as New Mexico.

Internationally there were \$852 billion in export earnings in global travel during 2009, and 880 million travelers -- even with the overall decline over the last few years. (Tourism 2020 Vision, Facts and Figures - Information, Analysis and Know How) In fact, the UNWTO forecasts 2010 growth in international arrivals to be 3 to 4 percent over 2009.

Already, through August of 2010, the UNWTO interim report, published in its World Tourism Barometer newsletter, indicates that 140 surveyed countries have reported 7% international tourism growth (6% in developed countries like the United States). (World Tourism Barometer, Facts and Figures, 2010) This is borne out through United States statistics in a 2010 report by the U.S. Department of Commerce announcing that “international visitors spent an estimated \$11.1

billion on travel to, and tourism-related activities within, the United States during the month of June -- \$1.4 billion more (15 percent more) than was spent in June, 2009 – making the sixth consecutive month of growth in monthly U.S. travel and tourism exports. International visitor spending in the United States has increased, on average, \$732 million a month in 2010.” (U.S. Department of Commerce, 2010)

There is also discussion among tourism analysts that, just like economic behavior due to the current Great Recession, there is also a fundamental shift currently occurring in international tourism behavior – a new paradigm emerging, connected directly to “value-for-money”. (Papatheodorou, Rossello, & Xiao, 2010) “Value” would seem to be considered in all its connotations in this context including authenticity, probability of memorable experiences, literal exchange rates and on-the-ground comparative costs, readily accessible “valuable” digital information, ease of entry and travel arrangements including time and hassle, and other factors that contribute to “travel value”, such as a compelling image, messages, brand and perceived safety/health of a destination. (Yeoman, 2010) **This also readily translates into what the domestic traveler is seeking – value in all its shapes and sizes.**

In the midst of this international tourism volatility and possible behavior shift, the United States has taken three significant industry-wide actions to assist with increasing international travel. The first two are focused on reducing “barriers to entry”. The first is the Global Entry (International Registered Traveler Program), a travel facilitation program providing frequent, low-risk travelers’ expedited processing through U.S. immigration checkpoints. The second was launched in 2007 – an expansion of the Model Ports of Entry pilot program, where the federal government appropriated U.S. \$40 million to reduce passenger processing wait times and establish a more welcoming environment at inspection areas in 20 key international, domestic airports. (U.S. Travel Assoc., International Policy Issues, Government Relations, 2010) And the last, and most significant for marketing the U.S. globally is the passage of the Travel Promotion Act by President Obama’s Administration. This new 2010 law sets up a public-private corporation to promote the U.S. as a destination to foreign travelers – with funding in part from a \$10 fee on foreign visitors from Visa Waiver countries who use the expediting Electronic System for Travel Authorization (ESTA), and a cost-recovery fee for running this web site, which U.S. Customs will set/collect at \$4. The balance is to be contributed by “the industry”, with an 11-member board who has just been appointed.

When it is finally up and running, the corporation is expected to have access to a budget of up to U.S. \$200 million a year. Its mandate: “distribute information overseas on U.S. entry policies and advertising the U.S. as a destination in foreign countries to consumers and travel professionals, using print and electronic media, trade show participation and other tactics.” (Poling, 2010) Certainly some of



these positive actions have been mitigated by global terrorism fears, particularly for those traveling from foreign destinations to the U.S., **but they are significant efforts in the correct direction and underpin the important of international travel to the U.S. – and to under-utilized, “exotic”, value-delivering destinations in the U.S., such as New Mexico.**

Overall, the point here is that international travel, including that to the United States, while volatile over the last several years due to global disasters, war, long term 911 and other terrorist impacts, and the economy’s overall uncertainty, **still is a significant market to focus on** (even by total U.S. Gross Domestic Product standards), **and may have new “value” characteristics that are advantageous for Taos, and New Mexico.** Impact of all foreign and domestic 2009 travel on the U.S. economy included \$1.32 trillion in direct tourism sales and \$5.87 million in direct employment, with tourism as a percentage of total U.S. Gross Domestic Product at 2.6 percent. (Heizer, 2009) So, take Taos, New Mexico, as a small, Northern New Mexico tourism community – **but one that already has a comparative advantage in having some sort of an established, international tourism reputation** – and it is logical that those promoting it should find refreshed, focused ways in which to advance its promotion to international tourists. One last prediction drives this focus home for Taos and all other destinations with international draw potential -- “Long-haul travel worldwide will grow faster, at 5.4 per cent per year over the period 1995-2020 (1995 used as base year), than intraregional travel, at 3.8 per cent.” (Tourism 2020 Vision, Facts and Figures - Information, Analysis and Know How)

**No matter what else happens with domestic travel, Taos – and its Scenic Byways -- will want a segment of this international travel market – effectively targeting and focusing limited resources is the challenge.**

### **New Mexico International Travel: The German/Western European Focus**

Both within the State of New Mexico, and in Taos itself, measurements of international travel – and tracking – are fundamental problem areas. International travelers do not necessarily make their entry into the state via the Albuquerque International Sunport (many start tours in Colorado and/or other surrounding states), and even if they do, their actual port of entry into the United States is not Albuquerque. By national/international standards, New Mexico’s total tourism promotion budget for 2010-11 is also relatively small – ranked 31st among the states in the U.S. at \$3.1 million, well behind its neighbors including Arizona at \$5.6M, Utah at \$11.6M, Colorado at \$12.6M and Texas at \$20M. This is even though tourism-related employment for New Mexico is in the top three categories at 110,000, and generates approximately \$700 million in taxes annually. (Kamerick, 2010) This does not help with funding spent on tourism tracking or research efforts, since with such a limited budget, almost every dollar available is prioritized for direct, tourist education/outreach.

However, viable sources for New Mexico travel data for foreign visitors are the ten State run Visitor Centers. Reviewing this information in conjunction with national statistics about international travel to the U.S., the top twenty countries of origin, characteristics of those travelers, and their most popular U.S. destinations, produce a developing picture for Taos' potential international tourism focus. Foreign Visitor Statistics for 2009 from these centers follow:

2009 Top Ten Foreign Countries of Origin counted at State of NM Visitor Centers:

Canada 12,597

Germany 1,837

Mexico 1,488

England 1,156

Australia 723

France 652

Netherlands 442

Japan 374

Italy 257

Switzerland 254 (Trujillo, 2010)

New Mexico foreign travel statistics through June, 2010, are similar (numbers slightly up for mid year), with the order altered only for the last four entries – listed as Italy, Spain, Netherlands and then Japan.

Tourism Department sources, including Mark Trujillo, North American Tour Trade Director, note that Canadian entry to the United States is high for many reasons including a common language, the exotic nature of New Mexico compared to Canadian culture/landscape/weather, exchange rates (the Canadian dollar compared to the U.S. remains relatively strong), ease of entry/shared border, and travel options (flight, bus tour, private vehicle). Much of the State of New Mexico's marketing focus is engaged with both the Canadian and Mexican traveler markets – and given budgets/resources, they do an admirable job for New Mexico, and Taos -- one of the "four jewels" in New Mexico travel, along with Santa Fe, Albuquerque and Las Cruces.

And Germany as the second most frequent foreign visitor to New Mexico – and top in the overseas category? Germans are ranked 5th among 2009 U.S. International Visitor Arrivals Top 25 Countries of Origin, (U.S. Travel Assoc., International Policy Issues, Government Relations, 2010) with this same ranking in 2007 when German tourists to the U.S. numbered 1,524,000. (Heizer, 2009) They also stay longer and spend more than many other international tourists – with a traditional, sustained fascination with all things Western/Southwest given that it "epitomizes, in their minds, the western culture that they have been exposed to through films and television." (Mangum, 2010) T. Keith Mangum, President of Mangum Halls Balfour consultants, the firm representing New

Mexico in Europe, went on to say about German travelers that the majority have been to the U.S. at least three times prior to making a Southwest trip (usually California, New York and Florida as previous targets), **with motivations focused on natural beauty, Western culture (meet the “real America”), and diversity of opportunities/activities /geography – a definite match for what is offered along Taos’ three Scenic Byways.** The complete Mangum interview about travel to New Mexico by Germans/Europeans is included in the addendum.

This information dovetails with that of the Department of Commerce’s 2007 statistics for German travel characteristics, U.S. \$5.16 billion total travel receipts; the average number of nights in the U.S. is 17 (higher than Japan, France, or the United Kingdom), percentage of first-timers is 21, spending in U.S. after arrival is an average of \$2,340 (slightly higher than Japan and France, and only slightly lower than the U.K.), with their advance travel decision days on average equaling 95, and 41 percent using the internet (their personal computer) as their “information source” for their travel decisions. (Heizer, 2009) This same analysis went on to reveal, when looking at German travel characteristics, that preferred tourist activities include: shopping, 82 percent; dining out, 87 percent; visiting historical places, 41 percent; partaking of cultural heritage sites, 35 percent; and touring the countryside, 32 percent – at least (pre-studies) a three-way match for Scenic Byway characteristics and a five-way match for Taos. This study also analyzed trends with regard to exchange rates, and the Euro looked to having a “6-year strengthening” against the U.S. dollar, another indicator of the attractiveness of U.S. travel for Germans/Europeans. This correlates with responses from Mangum in the addendum.

Taos can appeal to all the broad, priority areas of interest for the German/Western European traveler as noted above. In addition, these targets number second only to Canadians for New Mexico travel and are ranked 5th globally as avid international travelers; they love the “West/Southwest”; complete much of their travel research on the internet; stay for over two weeks and spend well; and the State of New Mexico’s European marketing contractor, Mangum Hills Balfour, is based in Germany with valuable promotional insights and connections.

Given these facts, criteria and advantages focused on the German/Western European market, in *addition* to the Canadian travel audience, at this juncture it makes sense for Taos, and its Scenic Byways 2011 program, when it comes to studying how best to increase foreign travel (and extend it) to focus on the Canadian and German audiences. These markets will be part of the marketing study emphasis for Taos and its Byways, in addition to the 800-mile drive circle around Taos – the domestic market we know to be the area’s biggest, annual tourism draw.

#### **Taos as a Traveler Destination – Fundamental Taos Assets:**

- Approximately 1.2 million visitors travel to Taos each year, so even though the Town of Taos is a municipality with 6,000 year-round constituents (30,000 in Taos County), it has a world-class outlook/tourism infrastructure.
- Like the rest of the State, Taos boasts 360 days of sunshine per year – even on snow days Taos’ special “artist’s light” shines through and is a major draw for many visitors with greyer winter skies. At 7,200 feet above sea level, with a high desert climate including its broad open sagebrush and pinion valley, Taos is also cooler for the end-of-summer sizzling months for areas such as Southern New Mexico, Texas, Arizona and Southern California.
- Taos is a “travel value”, approximately 50 percent below Santa Fe’s costs, or those on either U.S. coast (Los Angeles or New York)
- Taos is known as the “Original Art Colony”, and has recently been designated by the State as among New Mexico’s Art & Cultural Districts. This art tradition began with Native peoples, receiving its European additions with the arrival of the Spanish in the late 1500s, and “The Taos Society of Artists” having its first flash back in 1898 and continuing through today. In the visual, performing and literary arts, the Taos community boasts a “creative class” (constituency) of international standing.
- Taos’ isolated Northern New Mexico location, and local Western/independent attitude, has assisted it in preserving its cultural, historic and natural open space -- its “authenticity” -- along with a tri-cultural population that prizes this preservation of natural resources and heritage/local traditions (Acequia system, agriculture, open space, historic adobe construction, spirituality/religions and their edifices, cuisine, “creativity”, petroglyphs/natural hot springs/archeological sites, etc.).
- There are several full-service and day spas in the Taos area, along with a professional body-work community, focused on sharing the embodiment of the area’s well-deserved reputation for emotional and physical health, relaxation and rejuvenation.
- Summer outdoor recreation activities include hiking, mountain biking, river rafting in the Rio Grande, rock climbing, horseback riding, llama trekking, tennis, golf, camping/backpacking, swimming, and more.
- Extensive winter recreation includes ice skating at the Town of Taos Youth & Family Center, indoor child and adult swimming facilities (summer too), skiing and snowboarding at the world class Taos Ski Valley plus three other local resorts, snowshoeing, sledding/inner-tubing, and cross country skiing.

- The Town has 80 lodging properties (historic through contemporary, and modest through 4-star luxury), with 1,309 short-term rental rooms in its 36 square miles. There are an approximately an additional 1,960 rooms outside of the Town within Taos County and Angel Fire, a majority along the targeted Byways (note: very few are immediately adjacent to the Wild Rivers Back Country Scenic Byway and none are “on” this Byway).
- This lodging is in addition to recreational vehicle parks, and extensive Forest Service, State Park, and BLM camping/hiking/climbing/site-seeing opportunities that completely surround the Town of Taos and its Byways.
- Although their wilderness is not accessible by visitors, we mention here the incredible, vibrant Taos Pueblo community – a major destination for visitors – which, outside of its 1,100 year old adobe village, has tens of thousands of acres of wilderness adjacent to the Town and its neighbors, and is the only UNESCO Living World Heritage Site in the U.S. (also on the National Register). We partner with Taos Pueblo, Jeanne Suazo, Marketing Coordinator, on an ongoing basis with all Town of Taos marketing efforts.
- The John Dunn Bridge (among the highest suspension bridges of its type in the U.S.) and the magnificent Rio Grande Gorge, part of the BLM’s National landscape Conservation System (NLCS) including over 886 federally recognized areas over 27 million acres.
- Shopping and dining in Taos runs the spectrum from world-class to “glam-trash” and four star to under-the-stars -- but all of it is unique, with many Southwest contemporary as well as traditional offerings; there are no national chains in the Historic District/tourism areas. There are approximately 70 fine art galleries in the area – including representational through contemporary art, and *many* other shops and studio-shops – running the spectrum from collectibles, drums, micaceous pottery, leather goods and jewelry, through high-end fashion, contemporary weaving, sculpture, antiques, and much, much more.
- Taos has three Farmers Markets each summer, and an established “Local Foods” orientation – very popular in a visitor marketing context -- among its numerous restaurants.
- Taos has over eight coffee houses/bookstores, speaking to our literary, as well as spoken word traditions.
- Taos is very much a pet oriented community, and has among the most pet-friendly traveling offerings of any location in the U.S. Extensive travel media coverage about this asset was generated during 2010.

- Taos has an incredible number of annual as well as one-time festivals, readings, lectures, screenings, exhibits, performances, demonstrations and shows – most of them free to the public. There is something going each day in which the public can partake – and all of it is “Taos unique”. A new helpful feature the Town helped develop – great for locals and visitors alike – is the new Taos Master Calendar, located on many sites including [www.TaosSacredPlaces.com/calendar](http://www.TaosSacredPlaces.com/calendar) and [www.TaosNews.com](http://www.TaosNews.com). This, in addition to the annual event calendar on [www.TaosVacationGuide.com](http://www.TaosVacationGuide.com), are great assets for tourists as to all there is to do in the Taos area.
- The area’s numerous historic archeological sites and adobe structures, including churches (featured in the new self-guided Historic Churches Tour, which will feature its Scenic Byways connections) are a major attraction. The Historic Town of Taos Walking Guide (self-guided; very popular), with new Historic Church Self-Guided Driving Tour brochure, underway for publication spring of 2011 – and promotion during 2011 and into 2012.
- During 2009, the Town of Taos Visitor Center served 118,018 walk in travelers. This is a number that **exceeds the annual walk in numbers for 2009 at each of the State’s ten visitor centers except for Gallup and Glenrio**, which are on major U.S. highways. During 2010, the Taos Visitor Center has already served 18,990 walk ins during July alone, with numbers comparable for the entire summer indicating that the 118,018 figure from last year will easily be exceeded – reaching over 120,000 for 2010. Taos and the Enchanted Circle would like Scenic Byways to benefit from more featured access to this walk-in traveler via the proposed study, and its ultimate development of an interpretive installation, and improved information offerings.
- New Mexico’s existing German/European contractor is already focused on New Mexico tourism and has indicated a willingness to work with us at the end of 2011 into 2012 on better educating the German/European traveler; Mark Trujillo at the State of New Mexico Tourism Office will also work with us specific to the Canadian market to determine what matches Taos has for this specific market. German/Western European traveler characteristics/motivations match Taos’ “authentic”, existing offerings, and also match what drive-circle travelers seek; we will study Canadian to determine what matches their travel “wants” along the Byways; and this will be extended also to domestic research within our 800-mile Taos drive circle – all existing draws for Taos/New Mexico.
- Traveler trends focused on “value” match Taos’ ongoing travel tradition and appeal to appropriately targeted domestic as well as international travelers. Taos is an “authentic”, tri-cultural destination, with broad, experience-based appeal – an overall value experience for the leisure traveler.

Again, the above information is an example of the type of secondary research, in addition to primary, that the Town of Taos team will complete, analyze, and develop into a master five year marketing/interpretive plan, within the scope of this project for the three Taos area Byways.

### **Prior Projects**

**Describe any relationship between this project and previously funded National Scenic Byways Program grant projects. In addition, discuss how the proposed work relates to any multi-year work plan byway leaders have developed.**

Red River and Town of Taos: Enchanted Circle Scenic Byway signage program.

### **Project Coordinator**

**Please provide contact information for a person responsible for this project.**

**Name:** Cathy Ann Connelly

**Title:** Director, Public Relations (manage Town of Taos marketing contract as well as provide Public Affairs community services)

**Organization:** Town of Taos

**Address:** 400 Camino de Placita

**Phone:** 575-751-2001

**Fax:** 575-751-2026

**Email:** [cconnelly@taosgov.com](mailto:cconnelly@taosgov.com)

### **Work Plan**

**(award date of funds estimated to be September 1, 2011)**

**Milestone/Task #1:** Byways Community Outreach – Visioning and Resource/Asset Identification

**Start Date:** October, 2011

**Duration:** (Simultaneous project activities)

- a) High Road to Taos Scenic Byway – 8 months
- b) Enchanted Circle Scenic Byway – 3 months
- c) Wild Rivers Back Country Scenic Byway – 4 months

**Responsible Party:** Cathy Ann Connelly as coordinator, with PACA/Eric Mack along the High Road to Taos. This association will perform the majority of this outreach, but

the Town of Taos will provide guidance, assistance, and professional input in completion of the vision/marketing plan itself.

**Justification:** Although the High Road to Taos Scenic Byway is one of the state's most popular, covering the heavily traveled region between Taos and Santa Fe, there has been little locally-driven activity to promote the byway in recent years. PACA has agreed to lead an effort to conduct outreach to the communities along the byway -- including a series of community meetings -- to compile historical and cultural information of interest to the byway traveler and to create new promotional content to be integrated into the other sources and initiatives covered by this application. The High Road to Taos requires the most focus for community outreach/visioning, with nine diverse communities along its 65-mile length -- some better organized for tourism interaction/organization/content generation than others (i.e. Chimayo and Ranchos de Taos are already a prime tourist destinations with marketing elements in place). It will take longer, and more effort, than the already accessible/organized Enchanted Circle communities, or the BLM-led Wild Rivers effort, with the Village of Questa and the Cerro community adjacent (Note: Questa is already a part of the Enchanted Circle Marketing Group). In all three instances, it is essential that the involved communities/official entities have a say in what is featured as part of their Scenic Byways marketing plan elements, and that they participate in the marketing plan's formation. However, the Enchanted Circle, with its existing/organized Enchanted Circle Marketing Group, and the Wild Rivers Back Country Byway, with its focused BLM orientation, should prove less labor-intensive regarding grassroots outreach, and so their timeframes and corresponding costs are less.

**Milestone/Task #2:** Primary Traveler Research -- Traveler Intercept Surveys

**Start Date:** Planning/Crafting, start November, 2011  
Surveying in Early Summer, 2012

**Duration:** 8 months

**Responsible Party:** Cathy Ann Connelly

**Justification:** Working with research professionals such as Bruce Poster, President, Southwest Planning and Marketing, Santa Fe, New Mexico, and public relations/marketing consultants Joan Griffin of Griffin & Associates, Albuquerque, New Mexico, and Janet Webb, Webb Design, Taos, New Mexico, the Town of Taos will work with its community/Scenic Byway partners to develop a two-pronged travel intercept survey -- an online/email survey (minimal data input required). Initial work will be to develop a satisfactory and statistically relevant survey tool, organize outreach mechanisms/participants, and set up for the survey work itself. The second phase through June, 2012, will be to complete two to three months of actual survey outreach, analyze the data, and complete a report. The survey will specifically be aimed at determining what is of most interest along Taos' Scenic Byways for tourists (again, outside of their intrinsic beauty/value), in a demographic context who is most interested in these elements, and how best to reach them/market to them/target these key audiences. This intercept survey will be carried out via three mechanisms:

- a) the existing Town 1.63M email distribution list, and the lists of other marketing entities along the Byways (i.e., Red River, Angel Fire, Taos Ski Valley, and others with existing rosters);



- b) the Taos County Lodgers Association and independent area lodgers through their guest contacts; and
- c) at the Town of Taos Visitor Center.

To provide an incentive for completion of such a survey, the Town of Taos will organize a travel sweepstakes offering – a free stay in the Taos area to partake of the Scenic Byways, to be randomly awarded from among those participating in the intercept surveys. Taos has employed such survey offerings in the past to provide incentives for opting in for future traveler education outreach information, and it is a straightforward way in which to help travelers focus on completion of such a survey in a timely manner – as well as add to their knowledge about the Taos area as a travel destination.

**Milestone/Task #3:** Completion of Updated Secondary Research Connected to the three, State Scenic Byways in the Taos area, including their attractions for visitors

**Start Date:** January, 2012

**Duration:** 3 months

**Responsible Party:** Cathy Ann Connelly, Jeanne Kitzman, both of the Town of Taos

**Justification:** Just as with the research completed in this grant submission, there is extensive Scenic Byway as well as Southwest, New Mexico, and related categorical information/resources/research that should be analyzed to assist in formation of a strategic marketing plan for the three Scenic Byways in the area. This will include research as to existing information, resources and outreach/media mechanisms, specific to Byway usage. This task will be completed by internal Town of Taos staff.

**Milestone/Task #4:** Analysis/Integration of Data/Results/Input from the Above Tasks – Synthesis into a Vision/Marketing Plan for each of the three Scenic Byways, channeling into development of a Taos Area Scenic Byway Master Marketing Plan

**Start Date:** March or April, 2012

**Duration:** 3 months, pending completion of much of the community outreach and research elements

**Responsible Party:** Cathy Ann Connelly, assisted by Jeanne Kitzman, Town of Taos, and Griffin & Associates

**Justification:** Such a plan, joining existing resources/efforts, community desires, traveler interests, new content, and marketing activities, will go a long way in helping to strategically and effectively focus the Taos area's Scenic Byway marketing – and help it produce results.

**Milestone/Task #5:** Interpretive Installation Study and Recommendations

**Start Date:** June, 2012

**Duration:** 1 month

**Responsible Party:** Cathy Ann Connelly, Jeanne Kitzman, Town of Taos

**Justification:** Should the above activities produce a recommendation for an interpretive Scenic Byway installation at the Town of Taos Visitor Center, John Veverka & Associates, or a similar consultant with "Heritage interpretation: Interpretive Planning, Training and Consultant Services" expertise, would be retained to work with the Town of

Taos and its partners in developing of a plan for such an installation (study/development plan quotation included in addendum) – and perhaps corresponding interpretive signage at strategic locations along the Byways, automated computerized kiosk access for 24-7 Byway information, etc. However, until our initial study work is complete, we are not in a position to say such installations would be of strategic benefit in marketing our Byways, where they should go, or what they might look like/include. Therefore, the actual costs for such infrastructure are *not* in this first year proposal. Should they be recommended, and following completion of this interpretive study, we hope to apply for a year two grant for these hard-scape, marketing infrastructure elements.

**Milestone/Task #6:** Marketing Content Development; Acquisition of Existing Information/Content; Use of Such Content in Existing Marketing Outreach - including web sites, free media (international and domestic), e-magazines, paid advertising, at our visitor centers, etc.

**Start Date:** January, 2012

**Duration:** 7 months

**Responsible Party:** Cathy Ann Connelly as lead, with Jeanne Kitzman, Town of Taos, and Eric Mack, High Road to Taos Committee

**Justification:** Throughout this proposal we have outlined the type of existing information, connected to our Scenic Byways, which should be brought together and focused for travelers so they may clearly and easily see the value of traveling these routes – and even extending their stay to experience all that these destination routes, and their communities, offer. This task's focus is to collect and localize such information, offering it throughout our existing marketing programs via web sites, print materials at our visitor centers, for inclusion in our free media outreach activities (regional, national and international), through our social media programs, and in other ways. In some instances, we will ourselves be developing new content, including securing images and creating suggested itineraries, to help fill gaps in what is offered – and its direct connection to the travel experience for our Taos tourists. Following our above tasks and resulting studies/marketing plans, this activity may include actual Scenic Byway-specific paid advertising and e-list acquisition for marketing in phase two, the second year of our marketing efforts. If that is so, we will return with researched, strategic suggestions for a budget for this type of activity.

**Budget**

<i># Description</i>	<i>Total Cost</i>	<i>Requested</i>	<i>Match</i>
1a., Phase A: With PACA, complete a strategy and specific roll-out schedule/implementation plan for the High Road to Taos Community Outreach/Visioning/Amenity Identification. PACA volunteers (200 hours @ \$22 per volunteer hour) and Town staff/consultants (This rate is based on an estimated hourly rate – inclusive of benefits - \$60 hourly rate for 30 hours). Note: All PACA activity has a 2% Town of Taos fiscal agency administrative fee included, and all budget expenditures are inclusive of gross receipts tax.	6,200	4,960	1,240
1a., Phase B: Undertake grassroots community outreach along High Road to Taos Scenic Byway. PACA volunteers, with the assistance of Town coordinators, will create direct mail material/public notices, and “snail-mail” them, for community meetings along the High Road to Taos scenic byway. PACA believes that engaging as many community members as possible is essential to the success of these meetings and the gathering of input used to develop promotional content for the byway/a marketing plan. In the experience of PACA, direct mail is the most effective tool in increasing turnout for public meetings and events along the byway. PACA volunteers (40 hours) for material development/writing and nesting; approximately \$16,000 for design/production and postage; 15 hours Town/consultant coordination (\$60 per hour).	17,780	14,224	3,556
1a., Phase C: High Road/PACA Community Meeting Facilities Use and travel expenses. Hourly/daily rental of facilities for High Road to Taos byway community meetings, match will be provided by PACA for use of the Penasco community center, and by PACA			

board members in the forum of travel expenses to meetings along the byway (136 hours at \$22 per hour).	6,000	3,000	3,000
1a., Phase D: The High Road to Taos marketing study element for the Master Marketing Plan (PACA plans for this to become part of a Corridor Plan during subsequent years – therefore, 100% grant funding sought). A professional evaluation, research and strategic plan, including roll out elements, of the promotional approaches and potential target demographics likely to return the largest return on investment (ROI) in the form of increased visibility and economic development along the High Road to Taos Scenic Byway. With PACA/community input, this plan will be completed under the direction of the Town of Taos coordinator (15 hours @ \$60) by professional marketing consultants – feeding the Master Plan as it is developed (for purposes of pricing, this activity is quoted at a <i>professional hourly average blended rate</i> – president, senior consultants, and designers through administrative rates – @ \$125 per hour).	20,900	20,900	0
1a., Phase E: Creation of High Road to Taos supplemental promotional materials. Input gathered from community meetings and other sources will be synthesized and used to create promotional copy for use on aforementioned sites and to be integrated with other promotional efforts mentioned in this application. Includes web site design/hosting, plus first year print material design/production costs. PACA volunteer hours (250 @ \$22), plus professional copywriting/design (\$125 per hour blended rate for 50 hours), first-year printing (\$12,750), paid distribution (\$500 Fun & Games and other brochure vendor distribution for statewide visitor centers and events), and Town staff input/coordination (40 hours @ \$60)	27,400	21,900	5,500
1b. Enchanted Circle Scenic Byway			

community outreach update. As discussed, this Byway has a Corridor Management Plan and an established Enchanted Circle Marketing Group – five partners in which have established marketing efforts in existence. This part of the master study will be to update and improve the accuracy/effectiveness of these efforts, and to refresh/focus/add certain content as the community input/marketing research indicates. Town staff (80 hours @ \$60) and professional consultant (40 @ \$125).	5,800	4,640	1,160
1c. Wild Rivers Back Country Scenic Byway. Marketing plan element development with BLM and Questa/Cerro. Town staff (60 hours @ \$60) and professional consultant (50 @ \$125).	9,850	7,880	1,970
2. Intercept survey/research among Taos travelers; potential travelers. Southwest Planning and Marketing Intercept or comparable research firm – intercept tourist surveys for all three Byways: \$6,540 for survey design and first 25,000 email survey distribution (no data entry costs through online-only approach); \$5.99 per each additional 1,000 emails; \$1,700 for final report/Taos presentation/travel to stakeholders. Taos has 1.63 million email list, a targeted percentage of which will be used; plus 2 month, 15,000 person email intake at Town of Taos Visitor Center; plus 60,000 added/select email distribution lists/email intake from Town of Taos Lodgers, Taos Ski Valley, Red River and Angel Fire – all with existing distribution lists of this type.	18,452.95	14,762.36	3,690.59
3. Completion of Secondary Research/Analysis for all three Byways. This includes updated/current tourism research (post recession) related to key Taos and State of New Mexico visitor markets, as well as national/Southwest travel trends, as all can be connected directly to the intrinsic and			

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identified Taos Byway value/amenities. Purchase of research, \$12,000, plus Town of Taos staff analysis (150 hours at \$60) and professional consultant input (25 hours @ \$125)	24,125	19,300	4,825
4. Vision/Marketing Master Plan Synthesis of all Taos area Scenic Byways Community Input and Tourist Marketing Research (above) into a five year plan, including proposed activity/grant preparation elements for focus years two through five. Based on all the above community input/research and known marketing infrastructure. Town of Taos input/coordination/direction (115 hours @ \$60) and professional consultant completion of study (90 hours @ \$125).	18,150	14,520	3,630
5. Year One Acquisition of Existing Information/Maps for Distribution; Development of New Tourism Content/Itineraries Based on Marketing Plan Recommendations; Placement/Inclusion of new Information into Existing/Expanded Marketing Programs Related to the Byways. This activity will be completed by Town of Taos staff, professionals and volunteers (some of this content creation's cost that is specific to the High Road to Taos has already been covered in their above budget): web sites itinerary and content creation/updating (hourly); image acquisition/photos (\$3,000) free media coverage generation – international and domestic news release creation, distribution, targeting, tracking (targeted list building, 2 releases through PR NewsWire, prorated tracking \$6,500); event/other Byway year one promotions (\$37,500 for collateral materials; online-only advertising); e-blast outreach for promotions (\$4,000) acquisition of new email lists that are Byway specific (\$12,000). Volunteer hours noted above for High Road; Town of Taos staff (130 hours @ \$60); professional consultant (120 hours @ \$125).	85,800	68,640	17,160

6. Interpretive Scenic Byway Study: By professional consultant John Veverka & Associates or comparable interpretive study consultant. Focus for this study in part would be the result of community input and this plans marketing research/analysis. This study would be for all three Byways and include analysis of possible inclusion of interpretive center and/or signage as part of the year two through five marketing plan and preparation of future grant submission/budgets. The costs include Veverka's travel and other costs/expenses, and Town of Taos	18,200	14,560	3,640
Total	\$258,657.95	\$209,286.36	\$49,371.59

### **Matching Funds**

See table above within Budget section of this proposal. The majority of the \$49,371.59 in matching funds are from the Town of Taos Marketing Budget #44001 (Lodgers and GRT Revenues) and Town Staff Hourly Rates; the exception is for the High Road to Taos/PACA volunteer activity that will be logged at \$22 per volunteer hour, the excepted rate for these matching funds.

### **Funding Allocation**

Do the Byways involved in the project cross any Federal Lands? (Check all that apply)

Bureau of Indian Affairs

**X Bureau of Land Management**

Fish and Wildlife Service

National Park Service

**X USDA Forest Service**

If this project is selected for funding, please indicate your preference for carrying out the project (check one):

**X FHWA allocates the funds for the project to the State DOT**

FHWA allocates the funds for the project to one of the Federal Land Management agencies marked above (provide contact information below)

FHWA allocates the funds for the projects to an Indian Tribe or tribal government (provide contact information below)

If funding should be allocated to a Federal Land Management agency or Indian tribal organization, please provide contact information for that organization:

Name:

Title:

Organization:

Address:

Phone:

Fax:

Email:

### **Application Checklist**

The following statements are for informative purposes. Please read and check each statement.

**X I understand that this is a reimbursement program – funds are not available up front.**

**X I have reviewed and responded to the Complete Application statements as outlined in the Grants Guidance.**

**X I have been in touch with the State Scenic Byways Coordinator and have responded to recommendations or requirements of the State.**

**X I have verified with the State Scenic Byways Coordinator that this proposed project can receive authorization to proceed from the State and FHWA Division before the end of the fiscal year for which the application is made.**

### **Attachments**

#### **List all attachments**

Letters of Support from Enchanted Circle Scenic Byway supporters/Enchanted Circle Marketing Group members including –

1. Town of Red River
2. Village of Questa
3. Village of Eagle Nest



4. Angel Fire Chamber of Commerce
5. Taos County Chamber of Commerce
6. Bureau of Land Management, Taos Office
7. National Forest Service, Carson National Forest, Taos Office
8. PACA
9. Taos County Lodgers Association
10. National Register of Historic Places Travel Itinerary, American Southwest – list of area sites, [www.nps.gov/history/nr/travel/amsw/sitelist.htm](http://www.nps.gov/history/nr/travel/amsw/sitelist.htm)
11. Taos Historic Church Tour Self-Guide Tour outline, including 24 proposed Churches corresponding with Scenic Byways
12. Link to complete Historic Walking Tour Brochure online -- plus print copy included [http://taosvacationguide.com/assets/file/TownofTaos\\_WalkingTour.pdf](http://taosvacationguide.com/assets/file/TownofTaos_WalkingTour.pdf)
13. State of New Mexico German contractor Mangum, interview in PDF form
14. Griffin & Associates, 2011-12 Town of Taos Marketing Strategy – Griffin is under direct contract to the Town of Taos to assist with its marketing and implements programs including news release distribution through PR News Wire, the 1.6 monthly e-magazine, and other outreach/education advertising and public relations activities. Note: This specific budget is \$100,000 below the \$430,000 annual budget; the balance is funded in January, 2011, with the regular Mid Year Budget Adjustment Requests (BARs).
15. E-magazine (e-blast) archive, for viewing samples of the Griffin monthly e-magazine and other products, <http://taosvacationguide.com/enews-archive>
16. Town of Taos Marketing Report from Griffin & Associates for August, 2010 – including a media coverage report, and visual samples of the e-magazine and “*Get Out of Town*” e-blast pieces, along with other marketing information.
17. Sample Tour Itinerary – Blending Amenities for Group Tours on High Road to Taos as well as Enchanted Circle (sample of those being currently developed)
18. Taos Vacation Guide 2010, a PDF version can be found at [www.TaosVacationGuide.com](http://www.TaosVacationGuide.com)

## **Signatures**

### **Application Completeness**

I certify that this application is complete and correct and is eligible for National Scenic Byways funding. (This should be completed by the State Scenic Byways Coordinator.)

Please print name:

Signature:

Title:

Date:

**Matching Funds Certification**

I certify that the matching funds for this project are available for use at the time of application. (This should be completed by the Fiscal Agent for the project.)

Please print name: Daniel Miera

Signature: Daniel R Miera

Title: Town of Taos Manager

Date: 12/6/10

**Secondary Market Research Bibliography**

- Heizer, J. (2009). Trends & Forecast for International Travel to the United States. January, 2009 (p. 53). Albuquerque, New Mexico: Office of Travel & Tourism Industries, International Trade Admin., U.S. Dept. of Commerce.
- Kamerick, M. (2010, April 23). Tourism: NM Loses \$1.1 B When New Mexicans Travel Beyond Borders. New Mexico Business Weekly , p. 1.
- Mangum, T. K. (2010, September 14). President, Mangum Hills Balfour, Maximilianstr.54 - 80538, Munich/Germany. (C. A. Connelly, Interviewer)
- Miller, R. K. (2010). 2010 Travel & Tourism Market Research Handbook. Washington, D.C.: United states Department of Commerce.
- Papatheodorou, A. U., Rossello, U. d., & Xiao, H. T. (2010). Global Economic Crisis and Tourism: Consequences and Perspectives. Journal of Travel Research , 39-49.
- Poling, B. (2010, August 16). Fee to Fund U.S. Travel Promotion Effort Begins in September, Government Affairs Sect. Travel Weekly , p. N/A.
- Tourism 2020 Vision, Facts and Figures - Information, Analysis and Know How. (n.d.). Retrieved September 15, 2010, from United Nations World Trade Organization: <http://www.unwto.org/facts/eng/vision.htm>
- Trujillo, M. (2010). North American Tour Trade Director. 491 Old Santa Fe Trail, Santa Fe, NM 87501: State of New Mexico Tourism Department 505-827-5832.
- U.S. Department of Commerce, B. o. (2010, August). TI News Archive. Retrieved September 15, 2010, from The U.S. Office of Travel and Tourism Industries (OTTI): <http://tinet.ita.doc.gov/tinews/archieve/tinews2010/20100820.html>
- (2010). U.S. Travel Assoc., International Policy Issues, Government Relations. Washington D.C. 20005-3934: U.S. Travel Association, 1100 New York Avenue, NW, Suite 450 Phone 202-408-8422.
- World Tourism Barometer, Facts and Figures. (2010, August). Retrieved September 15, 2010, from United Nations World Tourism Organization: [http://www.unwto.org/facts/eng/pdf/barometer/UNWTO\\_Barom10\\_update\\_august\\_en\\_e\\_xcerpt.pdf](http://www.unwto.org/facts/eng/pdf/barometer/UNWTO_Barom10_update_august_en_e_xcerpt.pdf)
- Yeoman, I. U. (2010, June 13). What Will the Tourist Be Doing in 2010? Retrieved September 13, 2010, from 4Hoteliers: [http://www.4hoteliers.com/4hos\\_aprt.php?mwi=5150&fn=F](http://www.4hoteliers.com/4hos_aprt.php?mwi=5150&fn=F)



**December 14, 2010**

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**Title:**

Francisco "French" Espinoza, Public Works Director

**Summary:**

Consideration and approval of Resolution 10-76 requesting a time extension through June 30, 2011, to Grant Agreement D11662 with the New Mexico Department of Transportation for the Morgan Road improvements project. Time extension is being requested because the project may need to be suspended due to inclement weather during the winter months.

**Background:**

**Attachments:**

Click to download

📎 [Resolutino 10-76](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/7/2010 4:14 PM	Approved	Town Manager
12/7/2010 4:32 PM	Approved	Town Clerk

**Resolution 10-76**

**A CONTRACT FUNDING SOLUTION TO THE NEW MEXICO DEPARTMENT  
TOF TRANSPORTATION.**

**Whereas**, the Town of Taos and the NMDOT entered into a Municipal Arterial Program Agreement D11662 for the construction of Morgan Road, to begin at Weimer Road and end at Este Es Road; and

**Whereas**, the Town of Taos agrees to provide matching funds at a percentage equal to or above twenty-five percent (25%) in the amount of \$314,542.07 in accordance with the MAP Agreement, with the NM Department of Transportation share of \$322,593.00 for a total project cost of \$637,135.07; and

**Whereas**, the Town of Taos has entered into a construction contract for this project; and

**Whereas**, the Town of Taos supports the project and requests a time extension to sunset on June 30, 2011.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
TOWN OF TAOS, NEW MEXICO** that Agreement D11662 be amended as follows:

Section 3 – City shall; Page 4 Paragraph 1, Strike “December 31, 2010” and replace with “June 30, 2011” in lieu thereof

Section 16 – City shall; Page 9 Paragraph 1, Strike “December 31, 2010” and replace with “June 30, 2011” in lieu thereof

Except for the above amendment, agreement D11662 and its terms and conditions shall remain in full force and effect.

**Passed, adopted and approved, this 14<sup>th</sup> day of December 2010, at the Regular  
Meeting of the Governing Body of the Town of Taos.**

Mayor Pro Tem Rudy C. Abeyta	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Amy J. Quintana	_____
Councilmember Michael A. Silva	_____

**Town of Taos**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

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**Renee Lucero, Town Clerk**

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**Allen Ferguson, Jr., Town Attorney**



**December 14, 2010**

**Title:**

Francisco "French" Espinoza, Public Works Director

**Summary:**

Consideration and approval of a Lease Agreement with Xerox for the purpose of entering into a four year agreement in the amount of \$246.95 per month for 48 months for a total of \$11,853.60 in accordance with State Contract GSD/PD 003-D2 Awarded to Xerox through Aspen Business Systems (Xerox Sales Agent), Inc.

**Background:**

Xerox copier will be housed at the Public Works Offices for use by Public Works and Public Utilities.

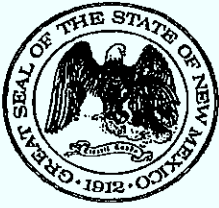
**Attachments:**

**Click to download**

- 📎 [GSD Price Agreement](#)
- 📎 [Xerox Lease](#)
- 📎 [Finance - Fixed Assests Review](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 10:26 AM	Approved	Town Manager
12/3/2010 10:28 AM	Approved	Town Clerk



STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 01/09)

Awarded Vendor  
0000008584  
Xerox  
PO Box 7405  
Pasadena, California 91109-7405  
  
Telephone No. (888) 339-7887

Price Agreement  
Amendment

Price Agreement Number: 90-000-00-00086Price Agreement Amendment No.: OneTerm: August 10, 2009 – June 30, 2012

Ship To:  
All State of New Mexico Agencies, Commissions,  
Institutions, Political sub-Divisions and local public bodies  
allowed by law.

Invoice:  
As Requested

Procurement Specialist: Brenda Chacon *he*Telephone No.: (505) 827-0488Commodity: Copiers

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This Amendment is issued to reflect the following effective immediately.

Please include the attached authorized dealers who were inadvertently left out of the original award.

Except as modified by this Amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

*Brenda S. Chacon*  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 10/08/09

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

RM

## **Xerox Sales Agents for New Mexico Outlying Areas**

Aspen Business Systems, Inc.  
216 Paseo Pueblo Norte, Suite L  
Taos, NM 87571  
Brian Estes  
Office: 575/758-0804  
Fax: 575/785-0806  
[bestes@taosnet.com](mailto:bestes@taosnet.com)

Gallup Printing and Office  
105 West Coal  
Gallup, NM 87301  
Joe Meyers  
Office: 505/863-9588  
Fax: 505/863-2649  
[mid93@questoffice.net](mailto:mid93@questoffice.net)

Kopy-Fax Store  
3577 Highway 47  
Peralta, NM 87042  
Kent Saul  
Office: 505/865-8312  
Fax: 505/865-6969  
[kent.saul@officesalesagent.com](mailto:kent.saul@officesalesagent.com)

Premier Office Technologies  
2010 N. Sullivan Ave.  
Farmington, NM 87401  
Carrie Dobbs  
Office: 505/326-2772  
505/325-0246  
[cdobbs@premierofficetechnologies.com](mailto:cdobbs@premierofficetechnologies.com)

W. Hecker Company  
1115 N. Grant St.  
Silver City, NM 88061  
Wayne Hecker  
Office: 575/538-2203  
Fax: 575/388-2203  
[michelle@wheckler.com](mailto:michelle@wheckler.com)

Imaging Concepts of New Mexico  
8600 Pan American Fwy. NE  
Albuquerque, NM 87113  
Rafael Ramirez, Govt. Product Manager  
Office: 505-798-3111



Fax: 505-798-3116  
[rafael.ramierz@icnm.com](mailto:rafael.ramierz@icnm.com)

Imaging Concepts of New Mexico  
1611 St. Michael's Drive, Suite A  
Santa Fe, New Mexico 87505  
Dennis DeLong, Sales Manager,  
Phone: 505-798-3153, [dennis.delong@icnm.com](mailto:dennis.delong@icnm.com)  
Fax: 505-424-3100  
[dennis.delong@icnm.com](mailto:dennis.delong@icnm.com)

## Lease Agreement



Customer: TAOS, TOWN OF

BillTo: TOWN OF TAOS  
PUBLIC WORKSPlacita  
400 Camino De La  
Taos, NM 87571-6071Install: TOWN OF TAOS  
PUBLIC WORKS1030 Dea Ln  
Taos, NM 87571-6277

State or Local Government Negotiated Contract : 072164800

### Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W5225AP (WC5225A PRINTER)	<ul style="list-style-type: none"> <li>- 256 Mb Epc Memory</li> <li>- 2 500 Paper Tray</li> <li>- 25/30a Postscript 3</li> <li>- Ofc Fin Lx W/sideout</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	- Xerox WCP2128 S/N TFN197900 Trade-In as of Payment 48	12/16/2010

### Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W5225AP	\$246.95	1: Meter 1	1 - 3,500 3,501+	Included \$0.0099	- Consumable Supplies Included for all prints
Total	\$246.95	Minimum Payments (Excluding Applicable Taxes)			

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and <b>Brian Estes</b> <b>(505)758-0804</b> For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	
Signer: Daniel Miera	Phone: (575)751-2000		
Signature: _____	Date: _____		

# Lease Agreement



## Terms and Conditions

### INTRODUCTION:

**1. TOTAL SATISFACTION GUARANTEE.** If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

### GOVERNMENT TERMS:

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Equipment, and it is your intent to use the Equipment for the entire Term and to make all payments required under this Agreement. If, through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds for such upcoming fiscal year, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Products, and it is your intent to use the Products for the entire lease term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the

ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

### SOLUTION/SERVICES:

**4. PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

**5. TRADE-IN EQUIPMENT.** You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

**6. CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.

**7. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

**8. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

## Lease Agreement



### Terms and Conditions

**9. EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

**10. SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

**11. SOFTWARE SUPPORT.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

**12. DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

#### PRICING PLAN/OFFERING SELECTED:

**13. TERM.** The Term for each unit of Equipment will commence upon: (a) delivery of

customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

**14. PAYMENT.** Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

**15. LATE CHARGE.** If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

**16. PRICE INCREASES.** Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each annual contract cycle.

**17. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

**18. TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

**19. PURCHASE OPTION.** If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

**20. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

#### GENERAL TERMS & CONDITIONS:

**21. NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

**22. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

**23. LIMITATION OF LIABILITY.** Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater,

## Lease Agreement



### Terms and Conditions

and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

**24. CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

**25. FORCE MAJEURE.** Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

**26. PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**27. WARRANTY & FINANCE LEASE DISCLAIMERS.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**28. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

**29. TITLE & RISK OF LOSS.** Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

**30. ASSIGNMENT.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c)

you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

**31. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

**32. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

From: Carol Valade  
Sent: Friday, November 05, 2010 10:57 AM  
To: Lisaann Torrez  
Cc: Francisco Espinoza; Marietta Fambro; Daniel Miera  
Subject: Review on Copier Proposals for Public Works

Importance: High

I have reviewed the quotes you got from Aspen Bus Systems on the replacement copiers and you have done a great job on approaching this realistically. From our phone conversation this morning, I completely agree with you on the Model 5225AP. The speed is close. You can scan color and print to another color machine (Transportation or Town Hall) which drops the cost of the new machine significantly. This machine has XSA (or Xerox Standard Accounting) which will allow tracking of usage between the two departments your support. The monthly charges will be significantly less than your current machine and the excess cost per B&W copy is less. You best know how much your contractors can only be accessed thru a fax. The inclusion of fax is \$21.00 a month more. Either way you go - with the fax or without the fax - the overall cost is low enough that you still will be saving money overall.  
Good job!

Carol A. Valade  
Town of Taos  
Fixed Assets Clerk

email: cvalade@taosgov.com  
ph: 575-737-2584  
fax: 575-751-2026  
cell: 575-613-2421

"He who knows best, knows how little he knows"  
-Thomas Jefferson



**December 14, 2010**

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**Title:**

Loretta Trujillo, Human Resources Director

**Summary:**

Consideration and approval of Resolution 10-68; Establishing the 2011 Town of Taos Employee Holiday Schedule.

**Background:**

**Attachments:**

Click to download

📎 [Resolution No. 10-68](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/1/2010 2:46 PM	Approved	Town Manager
12/1/2010 2:48 PM	Approved	Town Clerk





## Resolution No. 10-68

### A Resolution of the Town of Taos Council designating the 2011 Town of Taos Employee Holiday Schedule

WHEREAS, Town of Taos regular employees are entitled to holiday leave on those days authorized by the Town Council.

**NOW, THEREFORE, BE IT RESOLVED**, that Presidents Day will be officially recognized the day after Thanksgiving Day and that Columbus Day will be officially recognized two days before Christmas.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, by the Town Council of the Town of Taos, New Mexico, that the Employee Holiday Schedule for the calendar year of 2011 is approved for the Town of Taos Employees. The schedule is based on the provision in Title III, Chapter 3.88, Section 3.88.150, of the Municipal Code of the Town of Taos.

<b>Monday, January 17, 2011</b>	<b>Martin Luther King, Jr. Birthday</b>
<b>Monday, May 30, 2011</b>	<b>Memorial Day</b>
<b>Monday, July 4, 2011</b>	<b>Independence Day</b>
<b>Monday, September 5, 2011</b>	<b>Labor Day</b>
<b>Friday, November 11, 2011</b>	<b>Veteran's Day</b>
<b>Thursday, November 24, 2011</b>	<b>Thanksgiving Day</b>
<b>Friday, November 25, 2011</b>	<b>In lieu of Presidents Day</b>
<b>Thursday, December 23, 2011</b>	<b>In lieu of Columbus Day</b>
<b>Monday, December 26, 2011</b>	<b>Christmas Day</b>
<b>Monday, January 2, 2012</b>	<b>News Year's Day</b>

**PASSED, APPROVED and ADOPTED**, this 14<sup>th</sup> day of December, 2010, at the Regular Meeting of the Town Council.



Mayor Pro Tem Rudy C. Abeyta \_\_\_\_\_  
Councilmember A. Eugene Sanchez \_\_\_\_\_  
Councilmember Amy J. Quintana \_\_\_\_\_  
Councilmember Michael A. Silva \_\_\_\_\_

**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

\_\_\_\_\_  
**Allen Ferguson, Jr., Town Attorney**



**December 14, 2010**

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**Title:**

Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

**Summary:**

Consideration and approval of Resolution 10-74; Authorizing the submission of a 2011 Community Development Block Grant application to the New Mexico Department of Finance and Administration Local Government Division in the amount of \$500,000 for Chamisa Road Water Improvements and authorization for Mayor Darren Cordova to act as the Town of Taos Chief Executive Officer and Authorized Representative in all matters pertaining to this program.

**Background:**

The New Mexico Department of Finance and Administration Local Government Division requires that a resolution be passed authorizing the submission of all CDBG applications.

**Attachments:**

**Click to download**

 [Resolution 10-74](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 4:22 PM	Approved	Town Clerk

## **RESOLUTION NO. 10-74**

**A RESOLUTION OF THE GOVERNING BODY OF THE TOWN OF TAOS, TAOS COUNTY, STATE OF NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING MAYOR DARREN CORDOVA TO ACT AS THE TOWN OF TAOS CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE TOWN OF TAOS PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**WHEREAS**, the need exists within the Town of Taos for neighborhood improvement projects in several low and moderate income neighborhoods, and the Town of Taos desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

**WHEREAS**, the Town Council Members has held one public hearing for public input and comment during the 2011 application process; and

**WHEREAS**, the Town Council Members finds that there is a significant need to undertake a project to improve the infrastructure in the Chamisa Road, Salazar Road and Este Es Road area, hereafter referred to as Chamisa Road Infrastructure Improvements, to provide adequate services to the community; and

**WHEREAS**, the Town Council Members determines that the Chamisa Road Infrastructure Improvements project meets the requirement of the Community Development Block Grant Program.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF TAOS, NEW MEXICO**, that

- 1) The Town of Taos is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for Chamisa Road Infrastructure Improvements;
- 2) That the Town of Taos Council Members directs and designates the Mayor as the Town of Taos Chief Executive Officer and Authorized Representative to act in all

- matters in connection with this application and the Town of Taos participation in the New Mexico Community Development Block Grant Program.
- 3) The Town of Taos officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.
  - 4) That the application be for Five Hundred Thousand Dollars **(\$500,000.00)** of grant funds to carry out the Chamisa Road Infrastructure Improvements project;
  - 5) That it further be stated that the Town of Taos is committing Fifty Thousand Dollars **(\$50,000.00)** from its 1999 Gasoline Tax Acquisition Fund as a cash contribution toward the Chamisa Road Infrastructure Improvements project.

**PASSED, ADOPTED AND APPROVED THIS 14<sup>th</sup> DAY OF DECEMBER 2010.**

**Darren M. Cordova, Mayor**

**ATTEST:**

**Renee Lucero, Town Clerk**

**APPROVED AS TO LEGAL FORM**

**Allen Ferguson, Town Attorney**





**December 14, 2010**

**Title:**

Matthew Foster, Long Range Planner

**Summary:**

Acceptance and approval of the grant agreement with the Historic Preservation Division in the amount of \$17, 216.80. The Town's CIP includes a cash match of \$5,000 for a total project budget of \$22,216.80. Three projects were awarded for this grant. The first project is to complete an architectural inventory of 159 contributing and recommended as contributing buildings in the Historic Overlay Zone. The second project is to provide public education and outreach for state and federal tax incentives for preserving historic buildings. The third project is preservation training for the Historic Preservation Commission to take place in Las Vegas, New Mexico in the spring of 2011.

**Background:**

**Attachments:**

Click to download

 [Attachment](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 4:14 PM	Approved	Town Manager
12/3/2010 4:14 PM	Approved	Town Clerk

**TOWN OF TAOS  
CERTIFIED LOCAL GOVERNMENT CONTRACT**

**PROJECT NO. 35-10-21938.16**

This AGREEMENT is made and entered into by and between the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), and the Town of Taos (hereinafter referred to as CONTRACTOR).

HPD and CONTRACTOR may be referred to as "parties."

It is by this CONTRACT agreed between HPD and CONTRACTOR:

This is a CONTRACT whose funds derive in part from the Historic Preservation Fund, which is administered by the National Park Service, Department of the Interior and the Historic Preservation Division (also known as the New Mexico State Historic Preservation Office), Department of Cultural Affairs, State of New Mexico.

The *Supplement to Historic Preservation Fund Contracts/Subgrants 2010* (hereinafter referred to as SUPPLEMENT) is attached to and made a part of this CONTRACT. CONTRACTOR REPRESENTS THAT IT HAS RECEIVED A COPY OF THIS SUPPLEMENT, UNDERSTANDS THAT THE SUPPLEMENT IS PART OF THIS CONTRACT, AND WILL BE BOUND BY THE TERMS OF THE SUPPLEMENT.

Reference is made throughout this CONTRACT to NPS and *Historic Preservation Fund Grants Manual*. NPS refers to the National Park Service. *Historic Preservation Fund Grants Manual* is the NPS grants administration manual. Parts of *Historic Preservation Fund Grants Manual* referred to in this CONTRACT are incorporated by reference into this CONTRACT. If CONTRACTOR has any questions about these references or would like copies of applicable sections of *Historic Preservation Fund Grants Manual*, CONTRACTOR should contact HPD.

CONTRACTOR must sign originals of the following assurances and these assurances are attached to and are made part of this contract as APPENDIX A:

1. Assurance - Non-Construction Programs
2. Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.

1. **SCOPE OF WORK:** In consideration of this award, CONTRACTOR will:

- a. Comply with 4.10.10 NMAC, the New Mexico regulations for the Certified Local Government Program.
- b. Conduct through a historic preservation commission (the Commission; hereafter referred to as HPC), meeting the qualifications set forth in 4.10.10 NMAC (minimum requirements and duties of local review commissions, effective January 1, 2008; from 4.10.10 NMAC, New Mexico's Certified Local Government Programs regulations, available on request from HPD), a program of design review of proposed alterations to structures and sites within the historic districts listed in the National Register of

Historic Places and/or the State Register of Cultural Properties, and review of archaeological research reports on sites in the Town of Taos, New Mexico.

c. Conduct three (3) projects as described:

1) Project 1: Historic Building Survey

CONTRACTOR will hire an architectural historian to complete an architectural survey for 210 contributing properties. The data will be added to the Town of Taos Historic Building Database. The completed Historic Cultural Property Inventory (HCPI) forms will be made available through the Town of Taos web-based GIS mapping program called MAP 2 PDF.

2) Project 2: Historic Preservation Incentives Workshop

CONTRACTOR will sponsor two public workshops regarding the New Mexico Historic Preservation Division's Preservation Tax Credit and Loan programs. The workshop will address past projects, eligibility criteria, the application process, and the amount of financial incentives available to property owners.

3) Project 3: Education and Training

CONTRACTOR will coordinate the attendance of the Town of Taos staff and Historic Preservation Commission (HPC) board members at the 2011 National Alliance of Preservation Commissions CAMP Training in Las Vegas, New Mexico.

d. Provide deliverables listed in paragraph 2, "DELIVERABLES" of this CONTRACT.

The SCOPE OF WORK must be commenced within sixty (60) days of the CONTRACT commencement date unless a longer period is approved in writing by HPD.

2. **DELIVERABLES:** All deliverable items submitted as products of this CONTRACT must meet all applicable Secretary of the Interior's Standards as set forth in paragraph 10, "STANDARDS" below. ALL DELIVERABLES WILL DISPLAY THE NAME OF THE PROJECT AND THE PROJECT NUMBER IN A PROMINENT AREA OF THE DELIVERABLE.

The Deliverables are:

- a. **PROGRESS REPORT.** CONTRACTOR will deliver a progress report at least every 60 days after the execution date of this CONTRACT (see *Supplement* page 56, Progress Report). If CONTRACTOR wishes to be reimbursed, the appropriate reimbursement procedures must be followed (see *Supplement*, Reimbursement, pages 13-17.)
- b. **CONTRACT/SUBGRANT COMPLETION REPORT.** CONTRACTOR will deliver on or before the termination date of the TERM of this CONTRACT, a CONTRACT/SUBGRANT COMPLETION AND CLOSEOUT CERTIFICATION. See form "Contract/Subgrant Completion and Closeout Certification," *Supplement*, page 57. The report will include 1) CONTRACT number, 2) CONTRACT title, 3) List of all deliverables presented, and a 4) Certification to the effect that the deliverables as delivered are all of those required by this CONTRACT and the deliverables comply with applicable standards as noted in this CONTRACT.
- c. **FINAL PROJECT REPORT.** On or before the termination date of this CONTRACT, CONTRACTOR will submit a properly completed "Final Project Report," (see *Supplement*, Final Project Report, page 58).
- d. The final DELIVERABLES for each project are as follows:



1) Project 1: Historic Building Survey

CONTRACTOR will submit to HPD one (1) hardcopy and one (1) digital final written report with narrative, maps, and recommendations and (1) hardcopy and (1) digital copy of all 210 final HCPI forms. All deliverables will be prepared in accordance with the New Mexico Historic Cultural Properties Inventory Manual, and at the direction of HPD staff.

2) Project 2: Historic Preservation Incentives Workshops

CONTRACTOR will submit to HPD one (1) hardcopy and one (1) digital copy of all presentation materials distributed at the workshops along with a list of participants and a narrative summary of the proceedings.

3) Project 3: Education and Training

CONTRACTOR will submit to HPD written narratives from the Town of Taos staff and Historic Preservation Commission (HPC) board members who participated in the 2011 National Alliance of Preservation Commissions CAMP Training in Las Vegas, New Mexico. The narratives will report on "lessons learned" and its application to the Town of Taos overall preservation program.

## e. Standard Certified Local Government deliverables:

- i. One copy of minutes of all HPC meetings held within the term of this CONTRACT will be delivered to HPD, and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.
- ii. One copy of comment on any National Register of Historic Places nominations submitted to CONTRACTOR for review will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).
- iii. One copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.
- iv. One copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of alterations, demolitions or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation). Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of the Town of Taos Historic Preservation Commission.

Deliverables may be hand-delivered or mailed to:

Shalie Gasper, CLG Coordinator  
 New Mexico Historic Preservation Division  
 407 Galisteo Street, Suite 236  
 Santa Fe, NM 87501  
 Tel: (505) 827-8494  
 Fax: (505) 827-6338  
 Email: shalie.gasper@state.nm.us

3. SCHEDULE: CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the following schedule:

- a. CONTRACTOR will deliver to HPD narrative progress and expenditure reports beginning 60 days after project start date and every 60 days thereafter until the termination date of this CONTRACT.
- b. CONTRACTOR/HPD will complete the following tasks on the following dates:

Date	Milestones		
	Project #1: Historic Building Survey	Project 2: Preservation Incentives Workshop	Project 3: NAPC/CAMP Training
On or before January 1, 2011	CONTRACTOR accepts grant and approves contract	CONTRACTOR accepts grant and approves contract	CONTRACTOR accepts grant and approves contract
On or before February 28, 2011	CONTRACTOR will select and contract with Architectural Historian Consultant	CONTRACTOR will select and contract with Consultant	
On or before March 31, 2011	Conduct kick-off meeting with staff and consultant	Conduct kick-off meeting with staff and consultant	
On or before April 30, 2011	Consultant delivers 20 sample HCPI Forms for staff and NMHPD review; CONTRACTOR will submit to HPD Progress Report #1A and Invoice #1A for \$1,500.00	Identify location and prepare materials for Workshop #1; Advertise Workshop #1 in newspaper and other media outlets; CONTRACTOR will also submit to HPD Progress Report #2A.	
On or before May 31, 2011	Town staff and consultant present 20 sample HCPI Forms to the HPC.	Conduct Workshop #1	CONTRACTOR will submit to HPD written narratives related to the 2011 NAPC/CAMP training; Progress CONTRACTOR will also submit to HPD Progress Report #3A and Invoice #3A for \$1,158.00
On or before July 31, 2011	Consultant delivers the remaining 190 HCPI Forms and revisions to the first 20 HCPI forms, if necessary. In addition, staff and consultant will present the data and written report to the HPC; CONTRACTOR will also submit to HPD Progress Report #2B and Invoice #1B for \$7,125.00	Identify location and prepare materials for Workshop #2; Advertise Workshop #1 in newspaper and other media outlets	
On or before August 31, 2011	CONTRACTOR and Consultants will present the data and written report to the Town of Taos Council	Conduct Workshop #2; CONTRACTOR will also submit to HPD Progress Report #2B.	
On or before September 30, 2011	CONTRACTOR will provide all Project #1 final deliverables to NMHPD including a Final Invoice for \$7,125.00	CONTRACTOR will provide all Project #2 final deliverables to NMHPD including a Final Invoice for \$308.00	CONTRACTOR will provide all Project #3 final deliverables to NMHPD

4. **COMPENSATION:** WHEREAS, the direct cost for completing this project is estimated to be \$31,631.70. HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed \$17,216.80 of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost. The CONTRACTOR is required to provide match, which is \$14,414.90. It is understood that HPD/State of New Mexico will make all disbursements of federal funds and that an accurate accounting of expenditures and preservation of records will be maintained by the HPD/State of New Mexico.

**PAYMENT:** All payments on this CONTRACT are subject to the satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. See *Supplement*, "Reimbursement," pages 13-17.

5. **BUDGET:** The budget for this project is found in APPENDIX B: Budget, which is attached to and made part of this CONTRACT. All expenses incurred through this project will have been incurred by September 30, 2011 and all billing will be delivered to HPD by September 30, 2011.
6. **TERM:** This CONTRACT will commence on the date of execution of this CONTRACT by both parties. The termination date of this CONTRACT is September 30, 2011.
7. **OMB DESIGNATION FOR CONTRACTOR:** CONTRACTOR represents that it is the following type of entity for this CONTRACT:

- ☒ Government
- ☐ Institution of Higher Education
- ☐ Non-profit Organization
- ☐ For-profit organization (or individual)

8. **REPRESENTATIVES:** For the purpose of this CONTRACT, the individuals identified below are hereby-designated representatives of the respective parties. These parties are authorized to sign on behalf of CONTRACTOR. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division:

Jan Biella, SHPO (Interim)  
New Mexico Historic Preservation Division  
407 Galisteo Street, Suite 236  
Santa Fe, New Mexico 87501  
Tel: (505) 827-6320  
Fax: (505) 827-6338

For CONTRACTOR:

Darren Cordova, Mayor  
Town of Taos  
400 Camino de la Placita  
Taos, New Mexico 87571  
Tel: (505) 751-2000  
Fax: (505) 751-2026

CONTRACTOR represents that the following names may be accepted as authorized representatives of CONTRACTOR:

With regard to substantive reports:

Matthew Foster  
Town of Taos Long Range Planner  
400 Camino de la Placita

Taos, New Mexico 87571  
 Tel: (505) 751-2037  
 Fax: (505) 751-2026  
 Email: mfooster@taosgov.com

With regard to accounting matters:  
 Matthew Foster and Miranda Quintana

9. **HPD MANAGER ON CONTRACT:** The following person at HPD will manage the technical (i.e., non-financial, non-administrative) aspects of this CONTRACT:

Shalie Gasper, CLG Coordinator  
 New Mexico Historic Preservation Division  
 407 Galisteo Street, Suite 236  
 Santa Fe, NM 87501  
 Tel: (505) 827-8494;  
 Fax: (505) 827-6338  
 Email: shalie.gasper@state.nm.us

10. **STANDARDS.** All work and deliverables will be in compliance with pertinent sections of the Secretary of the Interior's Standards for Archeology and Historic Preservation, Standards and Guidelines for Rehabilitating Historic Buildings as and where applicable. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the course of the CONTRACT.

CONTRACTOR will especially conform to the standards of the following bulletins:

1. National Register Bulletin: Guidelines for Local Surveys: A Basis for Preservation Planning.
2. 36 CFR 61 Appendix A, Professional Qualifications Standards
3. New Mexico Historic Cultural Properties Inventory Manual,

11. **PROFESSIONAL OVERSIGHT:** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A.

The person who will provide the professional oversight for this CONTRACT is Shalie Gasper, whose resume is on file with HPD.

12. **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF:** If CONTRACT personnel are not specified in this CONTRACT, a principal investigator and other professional staff must be hired with the assistance and concurrence/approval of HPD. In the hiring process, HPD will be presented the request for proposals or other evidence of the procurement process(es), the resumes of the top three candidates and the contract for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A, UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (*see Supplement, Procurement, page 7 and Chapter 17--Procurement Standards, page 21*).

13. **PERMITS, LICENSES, OR PERMISSION:** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.



14. ADMINISTRATIVE REQUIREMENTS: Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally-assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

This CONTRACT must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *Supplement*, Reimbursement, page 13).

15. PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS: CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *Supplement*, Contracts with Third Parties, page 10).
16. PROCUREMENT REQUIREMENTS: CONTRACTOR must comply with the procurement standards found in *Supplement*, Procurement, page 7. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.
17. FALSE STATEMENTS, MISREPRESENTATION, AND CONCEALMENT: CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.
18. NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS: The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.
19. PUBLIC ACKNOWLEDGEMENT: CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *Supplement*, Publication Requirements, page 5.
20. ASSIGNMENT: CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD.
21. SUBCONTRACTING: CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.
22. STATUS OF CONTRACTOR: CONTRACTOR, and CONTRACTOR'S agents and employees are independent contractors performing professional services for the Historic Preservation Division and are not employees, and will not as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. Contractor or employees under CONTRACTOR supervision or by approved subcontractor will perform all of the services required under the term of this CONTRACT. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.**

23. APPROPRIATIONS: The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

24. **RELEASE:** CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

25. **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT:** Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD. CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, section 14-2-1 NMSA 1978 that may result in CONTRACTOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in section 14-2-1(A)-(F) NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.
26. **CONTINGENT FEES:** With regard to contract/subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant or contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.
27. **DISCLOSURE OF INFORMATION:** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *Historic Preservation Fund Grants Manual*, Chapter 3, Section D.7; reference available on request).
28. **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE:** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT will become the property of the State of New Mexico, Historic Preservation Division (HPD), and will be delivered to HPD no later than the termination date of this CONTRACT. CONTRACTOR, CONTRACTOR'S employees, agents or independent contractors will not apply for a copyright of the materials without the prior written consent of HPD.
- Any copyrighted materials developed under this CONTRACT are subject to a royalty-free, nonexclusive, and irrevocable license to the Federal government to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes. CONTRACTOR agrees that any copyrightable publications, film, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD as provided in APPENDIX D of this CONTRACT, shall contain an acknowledgement of NPS grant assistance and any other statements required by the NPS grants administration manual (see *Historic Preservation Fund Grants Manual*).
29. **PROGRAM INCOME:** No program income will be generated by this project.
30. **RECORDS, REPORTS AND INSPECTIONS:** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain such property, personnel, financial, and other records and accounts for all CONTRACT funds. CONTRACTOR and contractors of CONTRACTOR and other third parties shall permit on-site inspections at any reasonable time during the term of this CONTRACT by HPD representatives, and shall effectively require employees and review board members to furnish such information as, in the judgment of HPD, may be relevant to a question of compliance with CONTRACT conditions, terms and directives on the effectiveness, legality, and achievements of the CONTRACT project(s).

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

31. **RECORDS:** CONTRACTOR will maintain detailed time records that indicate the date, time and nature of services rendered and detailed records of other expenses incurred. CONTRACTOR will adhere to the following records retention policy:
- a. CONTRACTOR will maintain financial records, supporting documents, statistical records, and all other records pertinent to the CONTRACT for a period of three (3) years with the following qualifications:
    - i. If any litigation, claim or audit is started before the expiration of the 3-year period, the records will be retained until all litigations, claims, or audit findings involving the records have been resolved.
    - ii. Records for nonexpendable property acquired with federal funds will be retained for 3 years after its final disposition.
    - iii. When records are transferred to or maintained by the NPS or HPD, the 3-year retention requirement is not applicable to the CONTRACTOR.
  - b. The retention period starts from the date of the submission of the final expenditure report or, for CONTRACTS that are renewed annually, from the date of the submission of the annual financial status report.
  - c. CONTRACTOR may be authorized by HPD to substitute microfilm copies or other forms of copies in lieu of original records.
  - d. HPD will request transfer of certain records to its custody from CONTRACTOR when it determines that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, HPD may make arrangements with CONTRACTOR to retain any records that are continuously needed for joint use.
32. **AUDIT:** NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor and any of their duly authorized representatives will have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period, but will last as long as records are retained.
- In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.
33. **AMENDMENT:** CONTRACT may be amended during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. Should CONTRACTOR seek an amendment to this CONTRACT, CONTRACTOR must submit a written request to HPD detailing the changes desired and justifying each change (*but see* exception in section "Amendment to Budget. 10% Rules," in following paragraph). This request must include a revised budget (if budget increase or decrease) is requested for the entire CONTRACT costs, NOT JUST FOR THE ADDITIONAL FUNDS. Requests for amendments must be received at HPD a minimum of 15 working days prior to the desired date of effect of the amendment. This CONTRACT will not be altered, changed or amended except by instrument in writing executed by the parties of this CONTRACT.

**Amendment to Budget. 10% Rule.** CONTRACTOR may adjust budgeted line item expenditure amounts up to ten percent (10%) within said Budget without approval of HPD and then must document this change in the next financial report, by noting the specific change and by submitting a complete revised budget. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by HPD in an amendment to this CONTRACT properly executed and approved pursuant to the state fiscal rules. In no event shall HPD's total consideration exceed the amount



shown as the total to be granted by the State (see paragraph four [4]). Any interest earned on funds advanced by HPD will be applied to eligible project expenditures and documented in financial reports. If a change of over 10% per line item is desired, CONTRACTOR must obtain prior written approval according to terms in "AMENDMENT" (preceding paragraph).

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

34. **TERMINATION FOR CAUSE:** Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further contracts, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. Final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT will not be reimbursed.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties.

**RIGHT TO TERMINATE ON SHORT NOTICE.** HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of (2) above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

35. **TERMINATION FOR CONVENIENCE:** CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
36. **ACCOUNTING:** At all times from the effective date of this CONTRACT until completion of this CONTRACT, CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 6. above.
37. **ENTIRE AGREEMENT:** This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.
38. **SEVERABILITY:** To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.
39. **SURVIVAL OF CERTAIN CONTRACT TERMS:** Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *Supplement*)



and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

40. **BINDING ON SUCCESSORS:** Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.
41. **ASSURANCES:** CONTRACTOR agrees and gives assurances that:
  - A. **ONLY PERMITTED MATCH.** No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.
  - B. **COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS.** CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non-profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq. (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.
  - C. **OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT.** CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.
  - D. **BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT.** CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.
  - E. **SMALL BUSINESS.** CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.
  - F. **POLITICAL ACTIVITIES.** CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.
  - G. **RELIGIOUS INSTITUTIONS.** CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.
  - H. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.
  - I. **EMPLOYMENT CONSIDERATIONS.** CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid

or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non-exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT.

- J. PROPER AND SATISFACTORY PERFORMANCE. CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.
  - K. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970. CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
  - L. CONFLICT OF INTEREST. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict of interest requirements (*see Supplement, page 2*).
42. APPLICABLE LAW: The laws of the State of New Mexico will govern this CONTRACT.

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below.

By:

\_\_\_\_\_  
Jan Biella  
State Historic Preservation Officer (Interim)  
New Mexico Historic Preservation Division

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Darren Cordova  
Mayor  
Town of Taos, New Mexico

Date: \_\_\_\_\_

DRAFT

## Appendix A: Assurances

DRAFT

## U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

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*CHECK \_\_\_\_ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

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*CHECK \_\_\_\_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc.

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

**PART C: Certification Regarding Drug-Free Workplace Requirements**

CHECK\_\_\_IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

**Alternate I. (Grantees Other Than Individuals)****A. The grantee certifies that it will or continue to provide a drug-free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

**B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:**

Place of Performance (Street address, city, county, state, zip code)

Check\_\_\_if there are workplaces on files that are not identified here.

**PART D: Certification Regarding Drug-Free Workplace Requirements**

CHECK\_\_\_IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

**Alternate II. (Grantees Who Are Individuals)**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010  
 June 1995  
 (This form replaces DI-1953, DI-1954,  
 DI-1956, DI-1956 and DI-1983)



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**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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CHECK ☐ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT, SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$160,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

---

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Darren Cordova, Mayor, Town of Taos, New Mexico

---

TYPED NAME AND TITLE

---

DATE

DI-2010  
June 1995  
(This form replaces DI-1953, DI-1954,  
DI-1955, DI-1956 and DI-1963)

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  Mayor	
APPLICANT ORGANIZATION  Town of Taos, New Mexico		DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

**Appendix B: Budget**  
**Town of Taos**  
**Project Number: 35-10-21938.16**

**Salaries**

Matthew Foster, Long Range Planner (\$24.00/hour x 120 hours)	\$0.00	\$2,880.00
Matthew Spriggs, Director, Community & Economic Development Dept.	\$0.00	\$720.00
Ed Ramsey, GIS Technical (\$16.50/hour x 24 hours)	\$0.00	\$396.00
Miranda Quintana, Grant Administrator (\$18.00/hours x 8 hours)	\$0.00	\$144.00
Melinda Vasquez, Planning Assistant (\$16.50/hour x 8 hours)	\$0.00	\$132.00
Allen Ferguson, town Attorney (\$65.00/hour x 6 hours)	\$0.00	\$390.00
Historic Preservation Commission (\$29.00/hour x 5 members x 8 hours)	\$0.00	\$1,000.00
Town Council & Mayor (\$50.00/hour x 5 members x 4 hours)	\$0.00	\$1,000.00
<b>SUBTOTAL</b>	<b>\$0.00</b>	<b>\$6,662.00</b>

**Benefits (45% of Salary)**

Matthew Foster	\$0.00	\$1,296.00
Matthew Spriggs	\$0.00	\$324.00
Ed Ramsey	\$0.00	\$178.20
Miranda Quintana	\$0.00	\$64.80
Melinda Vasquez	\$0.00	\$59.40
Allen Ferguson	\$0.00	\$175.50
<b>SUBTOTAL</b>	<b>\$0.00</b>	<b>\$2,097.90</b>

**Project 1 - Building Survey**

Town Cash Match	\$0.00	\$2,500.00
Town In-Kind Match (technical support contract for database management)	\$0.00	\$1,000.00
Professional Services Contract (\$75.00 per building x 210 buildings)	\$15,750.00	\$0.00
<b>SUBTOTAL</b>	<b>\$15,750.00</b>	<b>\$3,500.00</b>

**Project 2 - Tax Incentives Workshops**

Town Cash Match (consultant contract to conduct workshops)	\$0.00	\$2,000.00
<b>SUBTOTAL</b>	<b>\$0.00</b>	<b>\$2,000.00</b>

**Project 3 - CAMP Training**

Registration	\$275.00	\$0.00
Mileage (round trip, gas expenses from Taos to Las Vegas)	\$68.00	\$0.00
Lodging (five rooms x \$140/room)	\$700.00	\$0.00
Per Diem (five people for 1.5 days)	\$115.00	\$0.00
<b>SUBTOTAL</b>	<b>\$1,158.00</b>	<b>\$0.00</b>

**Supplies, Materials, Equipment**

Postage (postage for 210 postcard invitations x \$.28 per invitation)	\$58.80	\$0.00
Photocopy (10 reports x 20 pages x \$.15 per page)	\$0.00	\$30.00
Photography	\$0.00	\$0.00
Report Preparation	\$0.00	\$0.00
Plotter Paper & Ink	\$0.00	\$125.00
Equipment Rental	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00
Other (newspaper advertisements for workshops)	\$250.00	\$0.00
<b>SUBTOTAL</b>	<b>\$308.80</b>	<b>\$155.00</b>

**NPS/HPF Grant Total    \$17,216.80    \$14,414.90**

## Appendix C: Resumes

On file with HPD.

DRAFT



**December 14, 2010**

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**Title:**

Reuben Martinez, IT/ Tina Torres, Purchasing Agent

**Summary:**

Consideration and approval for the Mayor to enter into Contract TT-11-127 with Integrity Networking under State Contract NO. 72-000-00-D4024 in the amount of \$58,465 inclusive of Gross Receipts Tax for the purchase of licensed wireless connection between Town Hall and the Youth and Family Center and Public Works. The contractor will install and configure connections.

**Background:**

This high bandwidth connections will provide access to databases from all locations, and is expandable for future connection needs.

**Attachments:**

Click to download

 [Contract](#)

 [Quote](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/1/2010 3:23 PM	Approved	Purchasing Agent
12/3/2010 12:07 PM	Approved	Finance



Contract No. TT-11-175  
IT Department

## TOWN OF TAOS SERVICE CONTRACT TT-11-175

---

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Integrity Networking** (hereinafter "CONTRACTOR"), contract will be in effect on the last date entered on last page.

**WHEREAS**, the TOWN has found it necessary to retain the services provided by CONTRACTOR; and

**WHEREAS**, the TOWN desires to engage CONTRACTOR to provide said services; and

**WHEREAS**, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. Scope of Work.
  - A. Contractor shall provide the following services: Install and configure licensed access points at Town of Taos facilities. Scope of work is more particularly described by Attachment A hereto, incorporated by reference. Said services shall be in accord with and meet applicable standards.
  - B. Services will be performed at: Town facilities
2. Contact Person, Address & Phone.
  - A. CONTRACTOR'S contact person for this contract is: **Patricia Anglada**
  - B. The address and phone numbers are:  
**2703-B Broadbent Parkway NE**  
**Albuquerque, NM 87107**  
**505-294-7747**  
[pAnglada@integrityns.com](mailto:pAnglada@integrityns.com)
3. Term. THIS CONTRACT DOES NOT BECOME EFFECTIVE UNTIL THE DATE SIGNED BY THE LAST PARTY TO SIGN, AS SHOWN ON THE SIGNATURE PAGE. This contract shall terminate June 30, 2011 unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

**Contractor should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The TOWN is not required to pay CONTRACTOR under this Contract for any work performed before the Contract is entered into or after it has terminated.**

4. Renewal. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN and CONTRACTOR. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no services contract for less than \$25,000.00 including renewals or extensions, may exceed a total period of four years and no service contract for \$25,000.00 or more including any renewals or extensions, may exceed a total period of eight years (subject to exceptions stated in the statute).
5. Compensation.
  - A. The total amount payable to the CONTRACTOR under this Contract, including gross receipts tax and any expenses agreed to, as shown below, shall not exceed **\$58,465.00**. **This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.**
  - B. The total amount for such services under this Contract, excluding gross receipts tax and any allowed expenses, shall not exceed **\$57,254.00**.
  - C. Maximum Contract amount excluding GRT: \$57,254.00  
 Gross Receipts tax rate: 7.00%.  
 Total maximum payable gross receipts tax amount (labor only): \$21,211.00.

The total maximum contract amount including taxes at the above rate and any expenses: **\$58,465.00**. If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

The total maximum contract amount including taxes and any expenses: **\$58,465.00**.

  - D. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.
  - E. CONTRACTOR must submit a detailed [monthly or other interval] statement accounting for all services performed and expenses incurred. If the TOWN finds that the services or expenses are not acceptable, within thirty days after the date of receipt of the written statement from the Contractor requesting payment, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the TOWN that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the TOWN'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The TOWN shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
  - F. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONTRACTOR shall deliver, to the TOWN, all "deliverables" included within the scope of this contract no later than submission of CONTRACTOR's final bill.
8. Appropriations. This contract is contingent upon there being sufficient appropriations available. The TOWN shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination-Suspension. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.

The TOWN may suspend work under this Contract for any reason the TOWN in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONTRACTOR. Immediately upon receipt of notice of contract suspension, CONTRACTOR shall cease work pursuant to the Contract and await further instructions from the TOWN except that, with the TOWN's permission which shall not be unreasonably denied, the CONTRACTOR may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the TOWN's, the CONTRACTOR's, any subcontractor's, or the public's personnel or property. In the event that the CONTRACTOR, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the TOWN and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

11. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes

Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.

12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the TOWN.
13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
14. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
16. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
17. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which



OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.

19. Indemnification. CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
20. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.
21. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
22. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
23. Required Liability Insurance. CONTRACTOR shall maintain general liability insurance naming the Town of Taos as an additional insured in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 and shall maintain adequate professional liability (malpractice) insurance.
24. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the TOWN the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
25. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or default, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No's. 10, 25, & 27 herein.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.

28. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

**IN WITNESS HEREOF**, the parties have executed this Agreement as of the date last written below.

**TOWN APPROVAL**

\_\_\_\_\_  
Mayor Darren M. Cordova

\_\_\_\_\_  
Date signed

**CONTRACTOR:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title or Position:

\_\_\_\_\_  
Contractor's GRT/CRS Number OR

\_\_\_\_\_  
Contractor's Fed. Tax ID No. or SSN

\_\_\_\_\_  
Date signed

**ATTESTED TO BY:**

\_\_\_\_\_  
Renee Lucero, Town Clerk

**ACCOUNTING APPROVAL:**

\_\_\_\_\_  
Marietta S. Fambro, Finance Director

Budget Line Item:

**51-21-45007 \$50,000.00**

**51-15-45007 \$8,465.00**

\_\_\_\_\_  
Date signed

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Allen R. Ferguson, Jr., Town Attorney

\_\_\_\_\_  
Date signed

# INTEGRITY

NETWORKING SYSTEMS, INC.

2703-B Broadbent Parkway, NE  
Albuquerque, NM 87107  
(505) 294-7747 OFFICE  
(505) 275-1125 FAX

## Quotation valid for 30 days

Per State of NM Contract# 70-000-00-D4024

DATE: November 12, 2010

QUOTE #: **42920r**

TO: Town of Taos

ATTN: Reuben Martinez

PHONE: 575-751-2036

FAX: [rmartinez@taosgov.com](mailto:rmartinez@taosgov.com)

*72-000-00-D4024*

In accordance with your request we are pleased to submit the following quotation

ITEM NO.	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT. UNIT PRICE
1	1	BW80	<b>Link One: Youth and Family Center to Public Works - includes 2 yr extended warranty</b> Bridgewave 80Ghz Upgradeable Link	\$12,889.00	\$ 12,889.00
2	1	BW80 Upg-125-500	Bridgewave BW80 Upgrade 125-500	\$4,589.00	\$ 4,589.00
3	200	9314	<b>Recommended Accessories:</b> 14ga x 2 Shield Pwr lft	\$1.00	\$ 200.00
4	2	1101-096	Power Line Arrestor	\$ 42.00	\$ 84.00
5	1	FP23-330-B5	<b>Link Two: Library to Youth and Family Center - includes 2 yr extended warranty</b> Bridgewave FlexPort 23 Ethernet Link	\$ 16,249.00	\$ 16,249.00
6	1	FPCU330-660	Bridgewave 330-660 Mbps Upgrade	\$ 1,409.00	\$ 1,409.00
7	2	HP2-23RR	<b>Recommended Accessories and Antennas:</b> 21.2-23.6Ghz 2' HP Anten	\$625.00	\$ 1,250.00
8	200	9314	14 ga x 2 Shield Pwr lft	\$1.00	\$ 200.00
9	2	1101-096	Power Line Arrestor	\$42.00	\$ 84.00
10	1		Installation and configuration for two PTP radio links. Includes: on site survey to determine locations of radios and material needed, constructing required masts, running power and data cables, rounding all necessary equipment and testing radio links. All travel and expenses included	\$ 14,800.00	\$ 14,800.00
11	1		Misc materials - fiber cable, mast material, AWG wire, tie wraps, velcro, mastic, flex conduit, connectors, fiber connectors	\$3,000.00	\$ 3,000.00
12	1		<b>Interference Study and Coordination</b> Frequency Analysis (23Ghz) Prior Coordination Notice (PCN) Case Resolutions Expedited Service <b>Application and FCC Filings</b> FCC applications, 3 @ 325 (two applications for the 23Ghz link and one application for the nationwide 70-90 Ghz) Link registration (for the 70-90 Ghz)	\$2,500.00	\$ 2,500.00

**Title:**

Reuben Martinez, IT/ Tina Torres, Purchasing Agent

**Summary:**

Consideration and approval for the Mayor or Town Manager to enter into Contract TT-11-127 with Integrity Networking in the amount of \$58,565 inclusive of Gross Receipts Tax for the purchase of licensed wireless connection between Town Hall and the Youth and Family Center and Public Works.

**Background:**

This high bandwidth connections will provide access to databases from all locations, and is expandable for future connection needs. The contractor is on state contract and will install and configure connections.

① quote from Integrity says YFC to PW and Library to YFC  
agenda says Town Hall to YFC + PW  
which is it?

GSD/PD 003-D2 (Rev. 01/09)



**STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION**

**Awarded Vendor**  
0000050624  
Integrity Network Systems  
2703 Broadbent Pkwy NE  
Albuquerque, NM 87107  
  
Telephone No. 505-294-7747 Ext 103

**Ship To:**  
All State of New Mexico Agencies, Commissions,  
Institutions, Political Sub-Divisions and Local Public  
Bodies allowed by Law.

**Invoice:**  
As requested

**Price Agreement  
Amendment**

Price Agreement Number: 72-000-00-D4024

Price Agreement Amendment No.: Three

Term: July 6, 2007-May 31, 2010

Procurement Specialist: Gerrie Becker

Telephone No.: (505) 476-3121

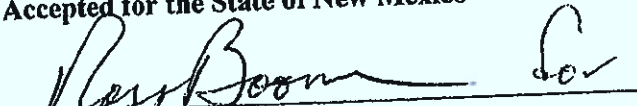
**Commodity: Information Technology Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 1, 2009 to May 31, 2011 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

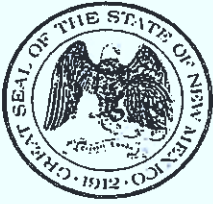
Accepted for the State of New Mexico

  
New Mexico State Purchasing Agent

Date: 4/9/10

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

GB



STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 12/91)

**AWARDED VENDOR**

(0000050624)

INTEGRITY NETWORK SYSTEMS, INC  
2703 BROADBENT PKWY, NE  
ALBUQUERQUE, NM 87107

Telephone No. (505) 294-7747 Ext. 103

**PRICE AGREEMENT  
AMENDMENT**

PRICE AGREEMENT NUMBER: 72-000-00-D4024

PRICE AGREEMENT AMENDMENT NO.: ONE

TERM: JULY 6, 2007 – MAY 31, 2008

**SHIP TO:**

All State of New Mexico Agencies, Commissions, Institutions,  
Political Sub-divisions and Local Public Bodies allowed by law.

**INVOICE:**

**AS REQUESTED**

**CONTRACT ORDERS WILL INDICATE AGENCY  
CONTACT PERSON**

Procurement Specialist: ROSS BOOM *RB*

Telephone No.: 505-827-0610

COMMODITY: INFORMATION TECHNOLOGY SERVICES

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND  
BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF ALL  
PARTIES, THIS PRICE AGREEMENT IS EXTENDED THRU MAY 31, 2009 AT THE SAME  
PRICE, TERMS AND CONDITIONS.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE  
AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

*Ross Boom*

DATE: 05/20/08

NEW MEXICO STATE PURCHASING AGENT

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505/ PO BOX 6850, SANTA FE, NM 87502-6850 (505) 827-0472

AB

*B*

j "Services" refers to Information Technology Services as defined in the request for proposals document. This agreement specifically prohibits Procuring Agency acquisition items of tangible personal property including any type of hardware or licensed software, voice or data communications transport services or services outside of the definition.

k. "Information Technology Service Categories" means the IT service offerings that can be provided by the Offeror as follows:

Category 4, IT PLANNING and ANALYSIS SERVICES-Typical services include feasibility study, technology assessment, requirements definition, security, cost-benefits analysis, gap analysis, contingency/risk planning, disaster recovery/business continuity, planning, and testing.

Category 12 ELECTRONIC CONTENT MANAGEMENT SERVICES (ECM)  
Typical services include ECM system/application/network assessment, design, development, implementation, integration, and maintenance to include all or part of the following functionality: document imaging (OCR/ICR), document management, electronic records management, workflow management, automated E-mail Archiving, Web Content Management, Document-Centric Collaboration, E-forms, Digital Asset for audio video archiving, Integrated Document Archive & Retrieval, Knowledge Management, and Digital/Electronic Signature Services.

Category 13 DOCUMENT CONVERSION SERVICES - ECM SYSTEMS  
Typical services include conversion of hardcopy records in paper or microfilm format to digital image, to include; scanning/imaging/digitizing paper or microfilm; document indexing; quality assurance; document/data conversion (hardcopy to electronic or electronic to new system/media); data/image import; FTP posting; transportation, storage and final disposition of hardcopy documents.

Category 15 DESKTOP SUPPORT SERVICES- Typical services include installation of Commercial off-the-shelf products (COTS), optimizing system performance, system imaging (i.e.ghosting), desktop problem analysis and resolution, configuration, set-up and installation of "PCs" (personal computer), printers, scanners, and other PC peripherals. The term "PC" (personal computer) is intended to include common operating systems in business use, typically Windows variants and Linux variants. Support of leading-edge (in February 2007, Vista) and end-of-life or near end-of-life OSs (NT, Windows 2000) operating systems is discouraged in favor of mainstream OSs.

#### Category 17 SYSTEM ADMINISTRATION SERVICES

Typical IT services include planning, configuration and programming services in support of OS and utility installation for operating systems to include but not limited to Windows, Solaris, HP/UX, AIX, and Linux open-source variants. Includes planning and configuration in support of DMZs, file servers, application servers, and database servers, configuration of services to allow only used services, disabling all un-needed services, both new installations and upgrading of existing platforms for stability and to insure appropriate security patches and

- 2) The terms and conditions of this document;
- 3) The request for proposals document

d. This is not an exclusive Price Agreement, procuring state agencies may obtain services from other sources during the Price Agreement term. The SPA makes no expressed or implied warranties whatsoever that any particular number of contracts will be issued or that any particular quantity or dollar amount of services will be procured.

### 3. Payment Provisions

All payments under this Price Agreement are subject to the following provisions:

a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, procuring agency shall determine if the services provided meet OCIO IT Professional Services Contract specifications contained therein. No payment shall be made for any service until the services have been accepted in writing by the Procuring Agency. Unless otherwise agreed upon between Procuring Agency and the Contractor, within fifteen (15) days from the date the Procuring Agency receives written notice from the Contractor that payment is requested for services, the Procuring Agency's Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services.

b. Compensation - The approved maximum "Hourly" rates to be paid for services rendered as proposed for the awarded category. If additional technical services are proposed for the awarded category, the hourly rate(s) for those services included in the Offerors proposal and apply only for those categories for which the Offeror was selected for Price Agreement award.

IT SERVICE CATEGORY	MAXIMUM HOURLY RATE (\$)
4 IT Planning and Analysis Services	70.00
12 Electronic Content Management Services (ECM)	99.00
**13 Document Conversion Services-ECM Systems	.23
15 Desktop Support Services	55.00
17 System Administration Services	65.00
19 Network Services	70.00
20 IT Security Services	75.00

\*\* For ONLY Category 13- "Document Conversion Services - ECM Systems", Cost per page must be provided in lieu of an hourly rate. for 8½ X 11. Must include the cost for (document preparation, electronic capture (scanning), index capture, and CD delivery)

c. Payment of Invoice - Payment shall be made based on the negotiated OCIO IT Professional Services Contract or no more frequently than monthly upon the receipt and acceptance of a detailed certified Statement of Account. Payment will be made to the Contractor's designated mailing address.



## 6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for procuring agencies and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Price Agreement.

## 7. Assignment

The Contractor shall not assign or transfer any interest in this Price Agreement or any subsequent OCIO IT Professional Services Contract or assign any claims for money due or to become due under this Price Agreement or any subsequent OCIO IT Professional Services Contract without the prior written approval of the SPA.

## 8. Subcontracting

The use of subcontractors must be clearly explained in the Procuring Agency OCIO IT Professional Services Contract and subcontractors must be identified by name. Substitution or addition of subcontractors must be requested in writing and approved by the Procuring Agency and SPA prior to the change. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

## 9. Records and Audit

During the term of this agreement and for three years thereafter, the contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Procuring Agency, the OCIO, the Department of Finance and Administration, the State Auditor and appropriate federal authorities. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

## 10. Appropriations

The terms of this Price Agreement and any OCIO IT Professional Services Contracts are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico or other appropriate governing bodies for performance pursuant to this Price Agreement. Notwithstanding any language to the contrary in this Price Agreement or in any Purchase Order or other document, a Procuring Agency may terminate its obligation under an OCIO IT Professional Services Contract, or any extension thereof, if sufficient appropriations and authorization are not made by the Legislature or other appropriate governing body to pay amounts due. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. However, Procuring Agencies agree not

a. Once an OCIO IT Professional Services Contract has been issued, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

b. The SPA reserves the right to require a change in contract representatives, if the assigned representatives are not, in the opinion of the SPA, serving the needs of the State of New Mexico adequately.

c. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

#### 17. 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 kickbacks.

#### 18. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, and executive orders of the Governor, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Price Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Price Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### 19. Indemnification

The Contractor shall hold the State of New Mexico and its agencies and employees harmless and shall indemnify the State of New Mexico and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers or employees. Contractor shall not be liable for damages that are the result of negligence by the State of New Mexico, the Participating agency, or its employees.

## 25. Notification

Any party may give written notice to the other party in accordance with the terms of this paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To SPA: State Purchasing Agent  
Purchasing Division  
Joseph M. Montoya State Building, Room 2016  
1100 St. Francis Drive  
Santa Fe, New Mexico 87505

To Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

## 26. Succession

This Price Agreement shall extend to and be binding upon the successors and assigns of the parties.

## 27. Workers Compensation

The Contractor agrees to comply with the state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.

## 28. Administration Reporting

a. The contractor agrees to provide periodic price agreement utilization reports to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

b. The periodic report shall include the gross revenues for the period subtitled by Procuring Agency name. If no revenue was generated for the period, a report shall be filed stating that fact.

ii. allow the contractor to control the defense or settlement of the claim;  
and

iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

b. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

i. provide a procuring agency the right to continue using the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

#### 34. Warranties

The contractor shall provide a procuring agency with the following warranties:

##### a. Published Specifications

The contractor warrants that all products provided under this agreement will perform in accordance with its published specifications.

##### b. Equipment

The contractor warrants that all equipment purchased under this agreement will be new and undamaged and will be free from defects in material and workmanship.

i. The warranty period shall be no less than the manufacturer's standard U.S. Warranty. The period begins on the date of acceptance.

ii. Unless otherwise agreed upon by the procuring agency, warranty service will be performed on site at no additional cost to the procuring agency if the product was sold with on-site maintenance service.

##### c. Software

The contractor warrants that all software media provided under this agreement will be new and undamaged and will be free from defects in material and workmanship. All warranties related to the operation of the software are granted

This agreement incorporates all of the agreements of the parties concerning the subject matter of this agreement, and all prior agreements have been merged into this agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

IN WITNESS THEREOF, the parties have executed this Price Agreement as of the date of execution by the State Purchasing Agent, below.

STATE OF NEW MEXICO  
STATE PURCHASING AGENT

CONTRACTOR

By: Michael R. F. For By: Sh Perkal  
DATE: 7/6/07 DATE: 6/19/07

This Agreement has been approved for compliance with the Information Technology Management Act.

State of New Mexico Chief Information Officer

BY: Roy Soto 6/27/07

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID No.: 02-200-947-007

By: Julia Arico

Date: 6/27/07

This Agreement has been approved by the DFA Contracts Review Bureau:

By: Paul Kippert Date: 7/6/07  
DFA Contracts Review Bureau



**December 14, 2010**

---

**Title:**

Daniel Miera, Town Manager

**Summary:**

Roberta Salazar, Executive Director of Rivers & Birds, will do a presentation regarding the Columbine Hondo Wilderness Study Area.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 11:08 AM	Approved	Town Clerk



**December 14, 2010**

---

**Title:**

Daniel Miera, Town Manager

**Summary:**

Consideration and approval of Resolution 10-72; A Resolution declaring support for the Columbine Hondo Wilderness Study Area (WSA) on the Carson National Forest to be federally designated as a full Wilderness Area.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 11:08 AM	Approved	Town Clerk



**December 14, 2010**

**Title:**

Amos Torres, Public Utilities Director

**Summary:**

Consideration and approval of Change Order 1 to Contract TT-11-123 (Este Es Project) to Advantage Asphalt and Seal Coating, LLC, deduct for base course and pit run, addition of roadway patch from NM 68 to Gusdorf, addition of new roadway Asphalt Gusdorf Rd. to Morgan Rd. and new double penetration chip seal roadway Morgan Rd. to Maestas Rd. for a cost of \$122,242.50 plus NMGRT for a total amount of \$132,235.83.

**Background:**

**Attachments:**

Click to download

[Change Order Prepared by Abeyta Engineering, Inc.](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 4:19 PM	Approved	Town Manager
12/3/2010 4:19 PM	Approved	Town Clerk



CHANGE ORDER NO. ONE - DRAFT  
PREPARED BY ABEYTA ENGINEERING, INC.

BID	ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
	16	Credit for Base Course - 4" thick (Final surfacing) to not be placed - sta. 39+29.4 to sta. 48+09.4 (880 lf x 8')	SY	783	\$5.95	-\$4,658.85
	16A	Credit for Pit-Run - 8" thick (Subbase) to not be placed - sta. 39+29.4 to sta. 48+09.4 (880 lf x 8')	SY	783	\$5.50	-\$4,306.50
	16B	Sewer Main Roadway Patch - PMBP - 3" Thick with 4" Basecourse with 8" Pitrun - sta. 39+29.4 to sta. 48+09.4 (880 lf x 8')	SY	783	19.75	\$15,464.25
		Subtotal Contract Price Increase				\$6,498.90
		Gusdorf Road to Morgan Road				
	16	Credit for Base Course - 4" thick (Final surfacing) to not be placed - sta. 48+09.4 to sta. 56+00.4 (791 lf x 18')	SY	1582	\$5.95	-\$9,412.90
	16A	Credit for Pit-Run - 8" thick (Subbase) to not be placed - sta. 48+09.4 to sta. 56+00.4 (791 lf x 18')	SY	1582	\$5.50	-\$8,701.00
	16C	New Roadway Asphalt - PMBP - 3" Thick with 4" Basecourse with 8" Pitrun - sta. 48+09.4 to sta. 56+00.4 (791 lf x 26')	SY	2285	\$19.75	\$45,128.75
		Subtotal Contract Price Increase				\$27,014.85
		Morgan Road to Maestas Road				
	16D	New Roadway Double Penetration Chip Seal - sta. 56+00.4 to sta. 101+50.4 (4,550 lf x 26')	SY	13145	\$6.75	\$88,728.75
		Subtotal Contract Price Increase				\$88,728.75
		Total Contract Price Increase				\$122,242.50



**December 14, 2010**

**Title:**

Amos Torres, Public Utilities Director

**Summary:**

Consideration and approval of Change Order 4 to Contract TT-10-192 with AUI Inc. for the Wastewater Treatment Plant Upgrade project. The Change Order is for an additional air compressor with installation, provide and install additional floor drains and traps, and changes resulting from GE Final Drawings. Changes include Baffle plate assembly, air piping, process and instrumentation, chemical cleaning system, and the addition of 4 in-line check valves. The Total amount of the Change Order is \$57,090.33 plus NMGR for a total amount of \$61,158.02. The amount of additional days for this change order is one day added to the contract time.

**Background:**

**Attachments:**

**Click to download**

- 📎 [Change Order #4](#)
- 📎 [Back up material for CO #4](#)
- 📎 [CO proposal #15](#)
- 📎 [12b](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 4:15 PM	Approved	Town Manager
12/3/2010 4:16 PM	Approved	Town Clerk

# Change Order

December 14, 2010  
**No. 4**

Date of Issuance: October 20, 2010		Effective Date: September 9, 2010
Project: Town of Taos Taos Valley Regional Wastewater Treatment Facility MBR Upgrade	Owner: Town of Taos	Owner's Contract No.: TT-10-192
Contract: Town of Taos Taos Valley Regional Wastewater Treatment Facility MBR Upgrade		Date of Contract: February 2010
Contractor: AUI, Inc. (AUI Project No. 210003)		Engineer's Project No.: 621-7798

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Civil / Mechanical Changes due to GE Final Submittal (COP 12b)		\$ 53,748.57
Provide 4 ea. Additional floor drains and trap primers (COP 15)		\$ 3,341.76
<b>TOTALS</b>	\$ -	\$ 57,090.33
<b>NET CHANGE IN CONTRACT PRICE</b>		\$ 57,090.33

Attachments: Contractors Change Order Proposals No. 15 and 12b

Justification: Provide Additional Floor Drains and trap primers; changes resulting from GE final drawings and resulting revised/reissued plan sheets as transmitted to the contractor 8/3/10.

Redundant Air Compressor added per Owner Request. This Change Order should also be cross-referenced with Field Orders 02 and 03.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times:	<input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
(without NMGR)		Substantial completion (date):	January 30, 2011
\$ 5,032,073.40		Ready for final payment (date):	February 28, 2011
Increase from previously approved Change Orders No. 1 to No. 3		Increase from previously approved Change Orders No. 1 to No. 3:	
\$ 33,262.66		Substantial completion (days):	16
		Ready for final payment (days):	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 5,065,336.06		Substantial completion (date):	February 15, 2011
		Ready for final payment (date):	March 16, 2011
Increase of this Change Order:		Increase of this Change Order:	
\$ 57,090.33		Substantial completion (days):	1
		Ready for final payment (days):	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 5,122,426.39		Substantial completion (date):	February 16, 2011
		Ready for final payment (date):	

RECOMMENDED: Souder, Viller & Associates

By:   
Engineer (Authorized Signature)

Date: 11/17/10

Approved by Funding Agency (if applicable):

ACCEPTED:

By:   
Owner (Authorized Signature)

Date:

ACCEPTED:

By:   
Contractor (Authorized Signature)

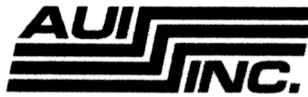
Date: 11/17/10

Date:

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Page 1 of 1



December 14, 2010

### CHANGE ORDER PROPOSAL No. 12b

PROJECT NAME: Taos Valley Regional Wastewater  
Treatment Facility MBR Upgrade

OWNER: Town of Taos

PRIMARY CONTRACTOR:: AUI, Inc.

ENGINEER: Souder, Miller &  
Associates

AUI PROJECT NUMBER: 210003

WORK DESCRIPTION: Civil/Mech. scope changes based on drawing revisions received  
July 28, 2010 reflecting submittal changes for "Owner Furnished"  
GE Equipment

REQUESTED TIME EXT:

TBD

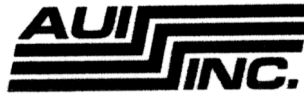
1. DIRECT LABOR:	491.5	MANHOURS	\$10,682.79
2. PAYROLL TAX BURDEN @	42.0%		\$4,486.77
3. SMALL TOOLS & EQUIP. @	\$0.50	PER MANHOUR	\$245.75
4. MATERIAL			\$21,421.40
5. EQUIPMENT			\$5,790.00
6. MISCELLANEOUS			\$3,194.75
		<b>SUBTOTAL</b>	<b>\$45,821.46</b>
7. CONTRACTORS FEE @	15.00%		\$6,873.22
		<b>SUBTOTAL</b>	<b>\$52,694.68</b>
8. SUBCONTRACTOR'S AMOUNT			\$0.00
9. SUBCONTRACTOR'S HANDLING @	5.00%		\$0.00
		<b>SUBTOTAL</b>	<b>\$52,694.68</b>
10. PERFORMANCE & PAYMENT BOND ADJ. @	2.00%		\$1,053.89
		<b>SUBTOTAL</b>	<b>\$53,748.57</b>
12. NEW MEXICO GROSS RECEIPTS TAX @	7.1250%		\$3,829.59
		<b>TOTAL</b>	<b>\$57,578.16</b>

SUBMITTED BY:

  
(signature)

Jeff Pipkin, Project Manager

DATE: 6-Oct-10



December 14, 2010

### CHANGE ORDER PROPOSAL No. 15

PROJECT NAME: Taos Valley Regional Wastewater Treatment Facility MBR Upgrade

OWNER: Town of Taos

PRIMARY CONTRACTOR:: AUI, Inc.

ENGINEER: Souder, Miller & Associates

AUI PROJECT NUMBER: 210003

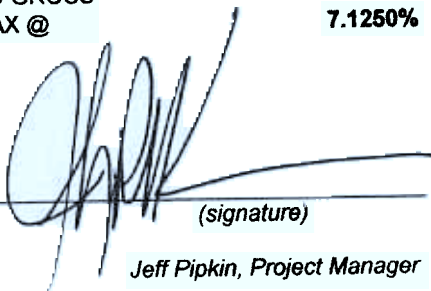
WORK DESCRIPTION: Provide floor drains and trap primers. (4 ea.)

REQUESTED TIME EXT:

1 Day

1. DIRECT LABOR:	0	MANHOURS	\$0.00
2. PAYROLL TAX BURDEN @	42.0%		\$0.00
3. SMALL TOOLS & EQUIP. @	\$0.50	PER MANHOUR	\$0.00
4. MATERIAL			\$0.00
5. EQUIPMENT			\$0.00
6. MISCELLANEOUS			\$0.00
		<b>SUBTOTAL</b>	<b>\$0.00</b>
7. CONTRACTORS FEE @	15.00%		\$0.00
		<b>SUBTOTAL</b>	<b>\$0.00</b>
8. SUBCONTRACTOR'S AMOUNT			\$3,120.23
9. SUBCONTRACTOR'S HANDLING @	5.00%		\$156.01
		<b>SUBTOTAL</b>	<b>\$3,276.24</b>
10. PERFORMANCE & PAYMENT BOND ADJ. @	2.00%		\$65.52
		<b>SUBTOTAL</b>	<b>\$3,341.76</b>
12. NEW MEXICO GROSS RECEIPTS TAX @	7.1250%		\$238.10
		<b>TOTAL</b>	<b>\$3,579.86</b>

SUBMITTED BY:

  
(signature)  
Jeff Pipkin, Project Manager

DATE: 27-Sep-10

\*Payment for this Change Order proposal accounts solely for the known direct costs as described in the Work Description and a reservation is expressly implied for any unknown consequential impacts as may need to be determined.

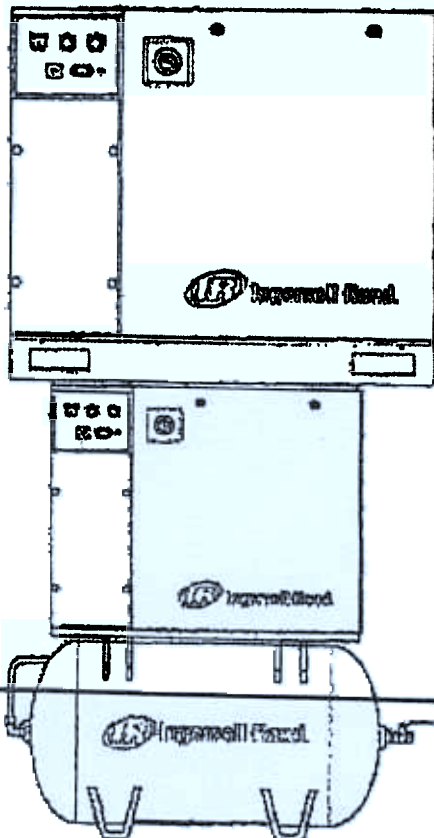


December 14, 2010

## UP6-5TAS-125

### Detailed Scope of Supply

All amounts are displayed in US dollars



#### Technical Information:

5HP TAS Rotary Screw Air Compressor  
Capacity- 18.5 cfm @ 125 PSIG  
Maximum Operating Pressure- 125 psig  
Outlet Size- .75" NPT

#### Dimensions- Length x Width x Height:

41" x 28.9" x 36" Baseplate  
53.6" x 28.9" x 60.7" 80-gal Tank Mtd  
74.7" x 28.9" x 60.7" 120-gal Tank Mtd

#### Weight:

725 lb. Baseplate Mounted  
1000 lb. 80-gal Tank Mounted  
1035 lb. 120-gal Tank Mounted

#### Package Amp Draw Table:

230/1/60- 23 Amps 200/3/60- 15 Amps  
230/3/60- 13 Amps 480/3/60- 7 Amps  
575/3/60- 5 Amps

Sound Level- per CAGI-PNEUROP PN2CPTC2

Standard enclosure- 85 dBA

Aftercooler CTD- 20°F

Fan Air Flow- 700 cfm

Items as specified below

QTY	Description	Unit Price	Total Price
1	UP6-5TAS-125 Fixed Speed Rotary Screw Air Compressor	\$5,439.64	\$5,439.64
1	Nema 4 with Totally Enclosed Fan Cooled Motor and Full Voltage Starter	\$195.92	\$195.92

6/9/2010

Our Standard Terms and Conditions are an integral part of this quotation and any resulting orders.

Proposal # 080910A



December 14, 2010



---

**UP6-STAS-125**

	120 Gallon Receiver	\$119.44	\$119.44
	Integrated Cycling Refrigerated Dryer		Included
	The Total Air System includes Dual Filtration removing 1 micron particulate and .01 micron oil. The single point pre-piped condensate system helps to eliminate leaks.		
1	Standard Factory Warranty		Included
	The Company warrants that the equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for a period of twelve months from the date of placing the Equipment in operation or eighteen months from the date of shipment from the factory, whichever shall first occur.		
1	Package Pre-Filter		Included
1	Hourmeter Installed		Included
1	Electric Drain		Included
1	Standard Crate - 120 Gal Receiver		Included

**Total Price \$5,755.00**

---

6/9/2010

Proposal # 050810A

Our Standard Terms and Conditions are an integral part of this quotation and any resulting orders.

# COST ADJUSTMENT



**BROWN-MINNEAPOLIS TANK**  
ENGINEERS - FABRICATORS - CONSTRUCTORS

8301 Broadway Blvd. S.E.  
Albuquerque, New Mexico 87105  
Phone: 505.563.4880  
Fax: 505.563.4799

TO: AUI, INC.  
7420 Reading Ave. SE  
Albuquerque, NM 87119

Date: Aug. 09, 2010

Valid: 30 Days

CONTACT: Jeff Pipkin, Project Manager  
PHONE: 505.242.4848  
FAX: 505.998.5251  
E-MAIL: [jeffp@aulinc.net](mailto:jeffp@aulinc.net)

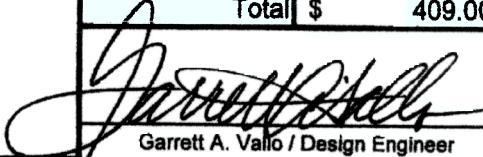
C.A. Number: 14960-C1

SHIP TO:

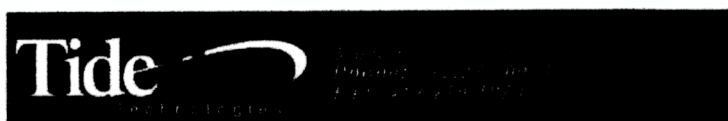
By: G.A.V.

Delivery Date:

Ship Via:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
1 Each	10' x 10' Polyethylene Screen Mesh with installation kit	\$ 105.00	\$ 105.00
LOT	Modification to tank fabrication drawings for nozzle location and mesh cover.	\$ 304.00	\$ 304.00
Terms and Conditions		Sub-Total	\$ 409.00
EXCLUSIONS: Installation of mesh cover on tank and taxes.		Tax	\$ -
		Freight	\$ -
		Total	\$ 409.00
		 Garrett A. Vallo / Design Engineer	
Thank you for this opportunity to quote. BMT looks forward to working with you on this project.		<a href="mailto:gvallo@bmt-tank.com">gvallo@bmt-tank.com</a>	

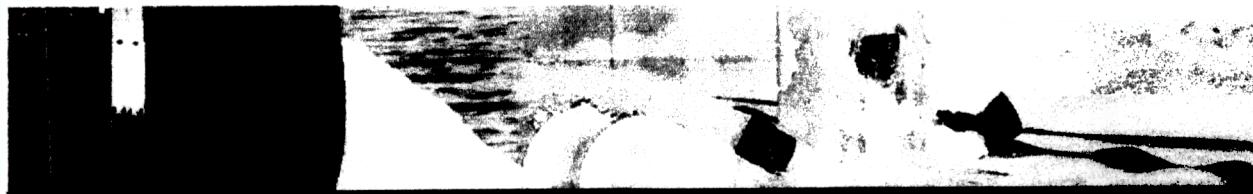




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December 14, 2010

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Tideflex Valve - Design Data Form

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## CheckMate Inline Check Valve

[Home](#) - [Check Valves](#) - [CheckMate™ Inline Check Valve](#)

### Features

Extremely low headloss  
Durable 1516 elastomer seat and seat  
Easily installed in any 1/2" or 3/4" pipe  
No mechanical parts  
4" (101 mm) - 24" (609 mm) and  
76" (1930 mm) sizes  
No pressure drop during  
operation in either direction  
Virtually maintenance-free  
Self-draining  
Up to 1000 PSI (68.9 bar) working pressure  
Chemical resistant to sulfur  
Signal non-stopping  
Simple installation  
Exclusive valve seat and body integral casting  
Optional modular top flange

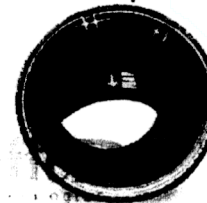
### Materials Of Construction

**Elastomer Information**  
Eponox® Compound  
5-4 Viton® - 2000 (Bantex)  
316 Stainless Steel  
304 or 316L Stainless

Fully Open



Half Open



Partially Open



Closed

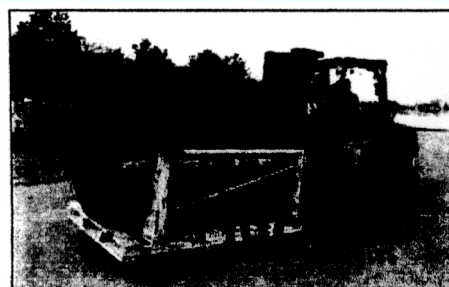


**Brochures**

[CheckMate™ Inline Check Valve](#)

### Description

Patented by Red Valve Company, the CheckMate™ Inline Check Valve is designed for long service operation and is a replacement for outlets, damper valves, 22" and 33" applications. The CheckMate™ is custom engineered, all rubber union, by design eliminates costly leakage from pressure, surge and vibration. CheckMate™ Valves are readily available in 4" to 24" sizes. The CheckMate™ is built to suit all your site specific and flow needs.



The CheckMate™ unique elastomer reinforced design provides a proven rubber reinforcement from permanent seat leakage and results that no other inline check valve can match. The valve has a 100% failed and disassembly function that eliminates downtime problems. Because the CheckMate™ is made with a union by construction, there are no mechanical components to catch debris, corrosion or fail. The result is no springs, bolts or time to fix it.

**AUI INC.**

December 14, 2010

## CHANGE ORDER PROPOSAL No. 15

PROJECT NAME:	Taos Valley Regional Wastewater Treatment Facility MBR Upgrade
OWNER:	Town of Taos
PRIME CONTRACTOR::	AUI, Inc.
ENGINEER:	Souder, Miller & Associates
AUI NUMBER:	210003
DATE:	27-Sep-10

**DESCRIPTION OF WORK:** Provide floor drains and trap primers. (4 ea.)

[illegible]

## DIRECT COSTS

TOTAL SUBCONTRACTOR	\$3,120.23
TOTAL LABOR	\$0.00
TOTAL EQUIPMENT	\$0.00
TOTAL MATERIAL	\$0.00
TOTAL MISCELLANEOUS	\$0.00

December 14, 2010

9/13/10

Jeff Pipkin  
Albuquerque Underground, Inc.  
PO Box 9825  
Albuquerque, NM 87119  
7420 Reading Ave. SE  
Albuquerque, NM 87105  
505-242-4848 x3030  
cell 505-975-7756  
[jeffp@auinc.net](mailto:jeffp@auinc.net)

Re: Taos Wastewater Plant

Dear Jeff:

**Situation:** The plans do not specify floor drains for the bathrooms. There is a detail for floor drain installation, but there are many other floor drains on the plans, just none called out on the plans for the bathrooms.

We also just received an ASI for the addition of floor drains in the furnace room and the hot water heater room.

All four floor drains will need to have trap primer connections and the submittal for those items is attached to this proposal as well.

**Suggested solution:** Install floor drains in these bathrooms and the associated trap primer. Please see attached pricing.

Please call with any further questions. My cell number is 575-770-0208, and email is [rmdraper@laplaza.org](mailto:rmdraper@laplaza.org).

Very truly yours,

Bob Draper

**WE SERVICE WHAT WE SELL**

December 14, 2010

9/13/10

Jeff Pipkin  
Albuquerque Underground, Inc.  
PO Box 9825  
Albuquerque, NM 87119  
7420 Reading Ave. SE  
Albuquerque, NM 87105  
505-242-4848 x3030  
cell 505-975-7756  
[jeffp@auinc.net](mailto:jeffp@auinc.net)

Re: Taos Wastewater Plant

Dear Jeff:

**Situation:** The plans do not specify floor drains for the bathrooms. There is a detail for floor drain installation, but there are many other floor drains on the plans, just none called out on the plans for the bathrooms.

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**Suggested solution:** Install floor drains in these bathrooms and the associated trap primer. Please see attached pricing.

Please call with any further questions. My cell number is 575-770-0208, and email is [rmdraper@laplaza.org](mailto:rmdraper@laplaza.org).

Very truly yours,

Bob Draper

**WE SERVICE WHAT WE SELL**

December 14, 2010

item	quan	unit	unit cost	total
materials				
floor drains Smith2005w/trap primer fitting	4	ea	133.44	533.76
4-outlet trap primer	1	ea	82.18	82.18
misc pipe, valves and fittings	1	ea	150	150
				765.94
subcontractor				
backhoe	0	HR	105	0
compaction eqpt	0	LS	260	0
total material				765.94
total subcontractor				0.00
compaction equipment				0.00
subtotal				765.94
labor				
journeyman	24	hr	39.35	944.40
laborer	24	hr	20.31	487.44
total labor	1,431.84			
tax & ins burden	515.46			
subtotal labor	1,947.30			
total material and subcontractor	765.94			
total cost	2,713.24			
5% contingency	0.00			
subtotal	2,713.24			
15% OH & P	406.99			
<b>TOTAL THIS CHANGE</b>	<b>3,120.23</b>			

WE SERVICE WHAT WE SELL











# AUI INC.

## CHANGE ORDER PROPOSAL No. 12b

PROJECT NAME: Taos Valley Regional Wastewater Treatment Facility MBR Upgrade  
 OWNER: Town of Taos  
 PRIME CONTRACTOR:: AUI, Inc.  
 ENGINEER: Souder, Miller & Associates  
 AUI NUMBER: 210003  
 DATE: 23-Aug-10

DESCRIPTION OF WORK: Scope changes based on drawing revisions received July 28, 2010 reflecting submittal changes for "Owner Furnished" GE Equipment

### Chemical Cleaning System M-12 ( Item 74.5)

S U B C N	L A B	M A T	E Q U I P	M I S C	(PLACE "F" IN THE LABOR, MATER, EQUIP COLUMN.) DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
	1				Foreman 1	24	HR	\$ 23.00	\$ 552.00
	3				Laborer 3	24	HR	\$ 21.26	\$ 1,530.72
	1				Operator 4	2	HR	\$ 22.57	\$ 45.14
									\$ -
			1		John Deere Backhoe	2	HR	\$ 45.00	\$ 90.00
			1		Truck Flat Bed 1 Ton	24	HR	\$ 30.00	\$ 720.00
									\$ -
	1				1.5" Mipt x Female Cam	1	EA	\$ 11.00	\$ 11.00
	1				2" x 1.5" Coupling	2	EA	\$ 7.00	\$ 14.00
	1				2" Bushing	1	EA	\$ 4.00	\$ 4.00
	1				1.5" PVC Sch80 Pipe	-80	LF	\$ 2.00	\$ (160.00)
	1				1" PVC Sch80 Pipe	6	EA	\$ 1.50	\$ 9.00
	1				1/2" PVC Sch80 Pipe	30	LF	\$ 1.00	\$ 30.00
	1				1.5" PVC 90d Bend	-7	EA	\$ 2.00	\$ (14.00)
	1				1" PVC 90d Bend	2	EA	\$ 2.00	\$ 4.00
	1				1.5" Tee	-8	EA	\$ 6.98	\$ (55.84)
	1				1" Tee	3	EA	\$ 6.98	\$ 20.94
	1				1" x 1/2" Coupling	4	EA	\$ 3.50	\$ 14.00
	1				1/2" PVC 90d Bend	20	EA	\$ 1.00	\$ 20.00
	1				1/2" Tee	21	EA	\$ 3.50	\$ 73.50
	1				1.5" Union	-4	EA	\$ 9.00	\$ (36.00)
	1				1.5" Wye Strainer	-1	EA	\$ 140.00	\$ (140.00)
	1				1.5" Van Stone	-4	EA	\$ 5.00	\$ (20.00)
	1				1.5" Fem Adapter	-1	EA	\$ 6.00	\$ (6.00)
	1				1.5" Flange Bolt	-4	EA	\$ 5.00	\$ (20.00)
	1				1.5" Flange Gasket	-4	EA	\$ 2.00	\$ (8.00)
	1				U-Channel Base	6	EA	\$ 10.00	\$ 60.00
	1				U-Channel	25	LF	\$ 2.00	\$ 50.00
	1				Aluminum Plate 3/16" (30" x 14")	2	EA	\$ 50.00	\$ 100.00
	1				SS Anchor Bolts & Washers 1/2" x 3.5"	32	EA	\$ 3.00	\$ 96.00
	1				Cement	3	EA	\$ 11.00	\$ 33.00
	1				Primer	3	EA	\$ 11.00	\$ 33.00
									\$ -
				1	Subsistence	98	MH	\$ 6.50	\$ 637.00

DIRECT  
COSTS

TOTAL SUBCONTRACTOR	\$0.00
TOTAL LABOR	\$2,127.86
TOTAL EQUIPMENT	\$810.00
TOTAL MATERIAL	\$112.60
TOTAL MISCELLANEOUS	\$637.00









**December 14, 2010**

**Title:**

Amos Torres, Public Utilities Director

**Summary:**

Consideration and approval to purchase two vehicles from Friday Motors in Taos, New Mexico. Vehicles are replacements for Unit #72 (Collections Division) and Unit #64 (Water Division). A request for bids (Bid # 10-11-09) was advertised on November 11, 2010 and opened on December 1, 2010. Vehicle #1 is a 1 ton 4x4 truck with utility bed in the amount of \$39,062.36. Vehicle # 2 is a 3/4 ton 4x4 truck with utility bed in the amount of \$33,075.28 for a total amount of \$72,137.64.

**Background:**

Friday Motors was the only bid that was recieved by the deadline. All local vendors were notified of the advertisement.

**Attachments:**

Click to download

 [Bid](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 11:11 AM	Approved	Town Manager
12/3/2010 11:12 AM	Approved	Town Clerk

## BID FORM

BASE PRICE 2011- 1 Ton Vehicle #1

\$ 39,062.36DELIVERY DATE on or before 2-11-11  
depending on order dateMAKE: ChevroletMODEL: CK31403 w/Layton Upfit

## AND / OR

BASE PRICE 2011 - ¾ Ton Vehicle #2

\$ 33,075.28DELIVERY DATE on or before 2-11-11  
depending on order dateMAKE: ChevroletModel: CK20903 w/Layton UpfitGRT should not be included in bid.

Respectfully Submitted:

Signed By: Kylea Sledge Lsm

The undersigned bidder, having examined the Bid Specifications, and being fully cognizant of any special conditions or requirements associated with the bid as covered by and in accordance with the attached bid specifications, do hereby submit this bid.

CompanyName FRIDAY MOTORS, INC.Contact Person Debbie Friday Jagers Title Gen Sls. Mgr.Mailing Address: 1040 Paseo del Pueblo SurCity Taos State NM Zip Code 87571Telephone Number: (575) - 758 - 2252 Fax Number: (575) - 751 - 3616

New Mexico State Tax ID # \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Signature Kylea Sledge Lsm Date: 12 - 1 -2010.

PLAN &amp; FORECAST

ORDER VEHICLES

MANAGE  
INVENTORY

LOCATE VEHICLES

DELIVER VEHICLES

REPORTS &amp; TOOLS

Create Non-Retail Request for Order/Stored  
Configuration: Choose Options

Choose Model

Choose Options

Create Order

View Summary

## MY CONFIGURATION

2011 CHEVROLET ALL CREGHD -  
CK31403 - Silverado: 4WD Reg  
Chassis-Cab, Dual Rear Wheel

PEG: 1WT

Distrib. Entity: FLT Fleet

Order Type: FBC-Fleet Political  
Subdivision

Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.

NC7 N/A IN CT/NJ/NY/MA/MD/NM/PA/  
RI/OR/WA/ME/VT

## Options Added and Removed

\* indicates a required field

Select Vehicle Options

→ View Weekly Constraints Report (Retail)

## RELATED LINKS

- ↑ View List of All Options and Their Detailed Descriptions
- ↑ US On-Line Order/Reference Guide

## Expand / Collapse All Options

Select Option Code Description

MSRP

+

Invoice

+

## Primary Color\* [50U]

<input type="checkbox"/>	37U	Imperial Blue Metallic	\$0.00	\$0.00
<input type="checkbox"/>	41U	Black	\$0.00	\$0.00
<input type="checkbox"/>	46U	Blue Granite Metallic	\$0.00	\$0.00
<input checked="" type="checkbox"/>	50U	Summit White	\$0.00	\$0.00
<input type="checkbox"/>	74U	Victory Red	\$0.00	\$0.00
<input type="checkbox"/>	GGU	Steel Green Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GGW	Taupe Gray Metallic	\$0.00	\$0.00
<input type="checkbox"/>	GGZ	Sheer Silver Metallic	\$0.00	\$0.00

## Trim\* [88B]

<input type="checkbox"/>	193	Ebony, Leather-appointed front seats	\$0.00	\$0.00
<input type="checkbox"/>	19C	Ebony, Premium Cloth	\$0.00	\$0.00
<input type="checkbox"/>	31C	Light Cashmere/ Ebony, Premium Cloth	\$0.00	\$0.00
<input type="checkbox"/>	84C	Light Titanium / Ebony, Premium Cloth	\$0.00	\$0.00
<input checked="" type="checkbox"/>	88B	Dark Titanium, Cloth	\$0.00	\$0.00
<input type="checkbox"/>	88V	Dark Titanium, Vinyl	\$0.00	\$0.00

## Body Code [ZW9]

<input checked="" type="checkbox"/>	ZW9	Body, Chassis Cab	\$0.00	\$0.00
-------------------------------------	-----	-------------------	--------	--------

## GVWR [9E5]

<input checked="" type="checkbox"/>	9E5	GVWR, 13,200 lbs. (5988 kg)	\$0.00	\$0.00
-------------------------------------	-----	-----------------------------	--------	--------

## Engine\* [L96]

<input checked="" type="checkbox"/>	L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI	\$0.00	\$0.00
<input type="checkbox"/>	LGH	Engine, Duramax 6.6L V8 Turbo Diesel	\$7,195.00	\$6,331.60

## Transmission\* [MYD]

<input type="checkbox"/>	MW7	Transmission, Allison 1000 6-speed automatic	\$1,200.00	\$1,056.00
	MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00	\$0.00

32,783.36  
 200.00 ex Keys  
 32,983.36  
 12,279.00 Layton  
 45,262.36 upst  
 6,200.00 - Fleet  
 Invt.  
 39,062.36



<input checked="" type="checkbox"/>				
<input checked="" type="checkbox"/>	<b>Emissions [NE1]</b>			
<input type="checkbox"/>	FE9	Emissions, Federal requirements	\$0.00	\$0.00
<input checked="" type="checkbox"/>	NE1	Emissions, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
<input type="checkbox"/>	YF5	Emissions, California state requirements	\$0.00	\$0.00
<input checked="" type="checkbox"/>	<b>Rear Axle [GT4]</b>			
<input checked="" type="checkbox"/>	GT4	Rear axle, 3.73 ratio	\$0.00	\$0.00
<input type="checkbox"/>	GT5	Rear axle, 4.10 ratio	\$100.00	\$88.00
<input checked="" type="checkbox"/>	<b>Suspension [Z85]</b>			
<input checked="" type="checkbox"/>	Z85	Suspension Package, Handling/Trailering, heavy-duty	\$0.00	\$0.00
<input checked="" type="checkbox"/>	<b>Tires [QZT]</b>			
<input type="checkbox"/>	QQO	Tires, LT235/80R17E all-season highway, blackwall	\$0.00	\$0.00
<input checked="" type="checkbox"/>	QZT	Tires, LT235/80R17 all-terrain	\$150.00	\$132.00
<input checked="" type="checkbox"/>	<b>Wheels [PYW]</b>			
<input checked="" type="checkbox"/>	PYW	Wheels, 17" (43.2 cm) painted steel	\$0.00	\$0.00
<input checked="" type="checkbox"/>	<b>Radio [UM7]</b>			
<input checked="" type="checkbox"/>	UM7	Audio system, AM/FM stereo	\$0.00	\$0.00
<input type="checkbox"/>	US8	Audio system, AM/FM stereo with MP3 compatible CD player	\$170.00	\$149.60
<input type="checkbox"/>	UUI	Audio system, AM/FM stereo with CD player and MP3 playback	\$0.00	\$0.00
<input type="checkbox"/>	UUN	Audio system, AM/FM stereo with MP3 compatible 6-disc CD player	W/A	W/A
<input checked="" type="checkbox"/>	<b>Seats* [AE7]</b>			
<input type="checkbox"/>	A95	Seats, front bucket	W/A	W/A
<input checked="" type="checkbox"/>	AE7	Seats, front 40/20/40 split-bench	\$0.00	\$0.00
<input type="checkbox"/>	AZ3	Seats, front 40/20/40 split-bench	\$0.00	\$0.00
<input checked="" type="checkbox"/>	<b>Paint Scheme [ZY1]</b>			
<input checked="" type="checkbox"/>	ZY1	Paint, solid	\$0.00	\$0.00
<input checked="" type="checkbox"/>	<b>Ship- Through Codes [VUI]</b>			
<input type="checkbox"/>	TZU	Ship Thru, Produced in Flint Assembly and shipped to Leggett and Platt/Masterack	\$0.00	\$175.00
<input type="checkbox"/>	VCB	Ship Thru, Produced in Flint Assembly and shipped to Monroe Truck Equipment in Flint	\$0.00	\$175.00
<input type="checkbox"/>	VEW	Ship Thru, Produced in Flint Assembly and shipped to Canfield Equipment	\$0.00	\$330.00
<input type="checkbox"/>	VFW	Ship Thru, Produced in Flint Assembly and shipped to NBC Truck Equipment	\$0.00	\$325.00
<input type="checkbox"/>	VHR	Ship Thru, Produced in Flint Assembly and shipped to Reading Equipment and Distribution of Pontiac	\$0.00	\$250.00
<input type="checkbox"/>	VUD	Ship Thru, Produced in Flint Assembly and shipped to Knapheide Truck Equipment	\$0.00	\$175.00
<input checked="" type="checkbox"/>	VUI	Ship Thru, Produced in Flint Assembly and shipped to Ft. Wayne Fleet Equipment	\$0.00	\$325.00
<input checked="" type="checkbox"/>	<b>Additional Options</b>			
	BATTERY			
<input type="checkbox"/>	TP2	Battery, auxiliary heavy-duty 600 cold-cranking amps	\$135.00	\$118.80
	BUMPER RR			
<input checked="" type="checkbox"/>	VF7	Rear Bumper Delete	\$0.00	\$0.00
	COVERING FLOOR			
<input checked="" type="checkbox"/>	B30	Floor covering, color-keyed carpeting	\$100.00	\$88.00
<input type="checkbox"/>	BG9	Floor covering, Black rubberized-vinyl	\$0.00	\$0.00
	DIGITAL AUDIO SYSTEM			
<input checked="" type="checkbox"/>	U2J	XM Radio, delete	\$0.00	\$0.00
<input type="checkbox"/>	U2K	XM Radio	\$195.00	\$171.60



## FUEL TANK

<input type="checkbox"/>	N2L	Fuel tank, rear, 40 gallon	-\$50.00	-\$44.00
<input type="checkbox"/>	N2M	Fuel tank, front, 23.5 gallon	-\$100.00	-\$88.00
<input checked="" type="checkbox"/>	N2N	Fuel tank, front and rear, 63.5 gallon	\$0.00	\$0.00

## Fleet Management Company

<input type="checkbox"/>	R6A	ARI	\$0.00	\$0.00
<input type="checkbox"/>	R6R	Donlen Corp	\$0.00	\$0.00
<input type="checkbox"/>	R6T	Emkay	\$0.00	\$0.00
<input type="checkbox"/>	R6U	GE	\$0.00	\$0.00
<input type="checkbox"/>	R7G	LeasePlan	\$0.00	\$0.00
<input type="checkbox"/>	R7H	Mike Albert	\$0.00	\$0.00
<input type="checkbox"/>	R7W	PHH	\$0.00	\$0.00
<input type="checkbox"/>	R8N	Wheels	\$0.00	\$0.00

## GENERATOR

<input type="checkbox"/>	K76	Alternator, dual, 125 amps each	\$270.00	\$237.60
<input type="checkbox"/>	KW1	Alternator, 160 amps	\$75.00	\$66.00

## HVAC SYSTEM

<input checked="" type="checkbox"/>	C67	Air conditioning, single-zone manual	\$0.00	\$0.00
-------------------------------------	-----	--------------------------------------	--------	--------

## LOCK CONTROL, ENTRY

<input type="checkbox"/>	AP3	Remote vehicle starter system	\$0.00	\$0.00
<input type="checkbox"/>	AP8	Remote vehicle starter prep package	\$0.00	\$0.00
<input type="checkbox"/>	AU0	Remote Keyless Entry, with 2 transmitters, panic button and content theft alarm	\$0.00	\$0.00

## MIRROR I/S R/V

<input type="checkbox"/>	DD8	Mirror, inside rearview auto-dimming	\$0.00	\$0.00
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## MIRROR O/S

<input checked="" type="checkbox"/>	DF2	Mirrors, outside high-visibility vertical camper-style, Black	\$70.00	\$61.60
<input type="checkbox"/>	DG5	Mirrors, outside West Coast-type	\$115.00	\$101.20
<input type="checkbox"/>	DL8	Mirrors, outside heated power-adjustable, Black	\$0.00	\$0.00
<input type="checkbox"/>	DPN	Mirrors, outside heated power-adjustable vertical camper	\$0.00	\$0.00

## ONSTAR R-CODES

<input type="checkbox"/>	R8G	OnStar 1 Additional Year of OnStar Safe and Sound Service	\$0.00	\$199.00
<input type="checkbox"/>	R8P	OnStar 30 Additional Months of OnStar Safe and Sound Service	\$0.00	\$429.00
<input type="checkbox"/>	R8W	OnStar 2 Additional Years of OnStar Safe and Sound Service	\$0.00	\$359.00
<input type="checkbox"/>	R8Y	OnStar 1 Additional Year of OnStar Directions and Connections Service	\$0.00	\$299.00
<input type="checkbox"/>	R8Z	OnStar 2 Additional Years of OnStar Directions and Connections Service	\$0.00	\$549.00
<input type="checkbox"/>	RFG	OnStar 30 Additional Months of OnStar Directions and Connections Service	\$0.00	\$649.00

## TIRE SPARE

<input type="checkbox"/>	ZQO	Tire, spare LT235/80R17E highway	\$382.00	\$336.16
<input checked="" type="checkbox"/>	ZZT	Tire, spare LT235/80R17E all-terrain	\$382.00	\$336.16

## WINDOW TINTED

<input checked="" type="checkbox"/>	AJ1	Glass, Solar-Ray deep-tinted	\$100.00	\$88.00
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## Other

<input type="checkbox"/>	5L5	Theft Deterrent Mod. (SEO)	\$0.00	\$0.00
<input type="checkbox"/>	5Q1	Tail Lamp Delete (SEO)	-\$23.00	-\$20.24
<input type="checkbox"/>	A60	Tailgate Lock	W/A	W/A
<input type="checkbox"/>	AG1	Seat adjuster, driver 6-way power	W/A	W/A
<input type="checkbox"/>	AG2	Seat adjuster, front passenger 6-way power	\$0.00	\$0.00
<input type="checkbox"/>	AU3	Door locks, power	\$405.00	\$356.40

<input type="checkbox"/>				
<input type="checkbox"/>	C49	Defogger, rear-window	\$175.00	\$154.00
<input checked="" type="checkbox"/>	G80	Differential, heavy-duty automatic locking rear	\$325.00	\$286.00
<input type="checkbox"/>	GTY	Rear axle, wide-track	\$190.00	\$167.20
<input type="checkbox"/>	JF4	Pedals, power-adjustable	\$0.00	\$0.00
<input type="checkbox"/>	JL1	Trailer brake controller, integrated	\$200.00	\$176.00
<input type="checkbox"/>	K05	Engine block heater	\$75.00	\$66.00
<input checked="" type="checkbox"/>	K34	Cruise control	\$250.00	\$220.00
<input type="checkbox"/>	K40	Exhaust brake	\$0.00	\$0.00
<input type="checkbox"/>	MVO	Military Vehicle Identifier	\$0.00	\$0.00
<input type="checkbox"/>	NB8	Emissions override, California	\$0.00	\$0.00
<input type="checkbox"/>	NB9	Emissions override, state-specific	\$0.00	\$0.00
<input checked="" type="checkbox"/>	NC7	Emissions override, Federal	\$0.00	\$0.00
<input checked="" type="checkbox"/>	NZZ	Skid Plate Package	\$150.00	\$132.00
<input type="checkbox"/>	P06	Wheel trim, Chrome trim skins and chrome center caps	\$0.00	\$0.00
<input type="checkbox"/>	PCM	Interior Plus Package	W/A	W/A
<input type="checkbox"/>	PCW	Convenience Package	W/A	W/A
<input type="checkbox"/>	PPA	E Z Lift Tailgate	\$0.00	\$0.00
<input type="checkbox"/>	R6H	Upfitter Allowance	\$0.00	-\$3,000.00
<input type="checkbox"/>	R6L	Override for GAM orders	\$0.00	\$0.00
<input type="checkbox"/>	R9H	Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	RFA	OnStar Business Vehicle Manager Service	\$0.00	\$0.00
<input type="checkbox"/>	RFC	Railroad Operators Incentive.	\$0.00	-\$4,250.00
<input type="checkbox"/>	T96	Fog lamps, front	W/A	W/A
<input checked="" type="checkbox"/>	TRW	Provision for cab roof-mounted lamp/beacon	\$30.00	\$26.40
<input checked="" type="checkbox"/>	U01	Lamps, Smoked Amber roof marker	\$0.00	\$0.00
<input checked="" type="checkbox"/>	UE0	OnStar, delete	\$0.00	\$0.00
<input type="checkbox"/>	UE1	OnStar, 6 months of Directions and Connections plan	\$295.00	\$259.60
<input type="checkbox"/>	UF3	Switch, High Idle	\$200.00	\$176.00
<input type="checkbox"/>	UG1	Universal Home Remote	\$0.00	\$0.00
<input type="checkbox"/>	UK3	Steering wheel controls, mounted audio controls	\$0.00	\$0.00
<input type="checkbox"/>	UPF	Bluetooth for phone, personal cell phone connectivity to vehicle audio system	\$480.00	\$422.40
<input type="checkbox"/>	UQ3	Audio system feature, speaker system	\$0.00	\$0.00
<input type="checkbox"/>	V10	Cover, 1-piece, covers radiator grille and front bumper openings	\$55.00	\$48.40
<input checked="" type="checkbox"/>	V76	Recovery hooks, front, frame-mounted	\$0.00	\$0.00
<input checked="" type="checkbox"/>	VK3	License plate front mounting package	\$15.00	\$13.20
<input type="checkbox"/>	VQ1	Fleet Processing Option	\$0.00	\$0.00
<input checked="" type="checkbox"/>	VQ2	Fleet Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	VQ3	Fleet Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	VYU	Snow Plow Prep Package	\$285.00	\$250.80
<input type="checkbox"/>	YF2	Ambulance Package	\$355.00	\$312.40
<input type="checkbox"/>	YK6	SEO Processing Option	\$0.00	\$0.00
<input type="checkbox"/>	YM8	LPO Processing Option	\$0.00	\$0.00

**Special Equipment Options**

<input type="checkbox"/>	01U	Special Paint	\$0.00	\$0.00
<input type="checkbox"/>	5B5	Windows, locks and mirrors, power, deletes Remote Keyless Entry	\$920.00	\$809.60
<input type="checkbox"/>	5H5	Fire extinguisher	\$40.00	\$35.20
<input type="checkbox"/>	5H6	Safety reflector triangle kit	\$40.00	\$35.20
<input type="checkbox"/>	6C5	Battery, Single 730 CCA	\$57.00	\$50.16

<input type="checkbox"/>	6P3	Mirrors, camper, power-adjustable glass, manual extendable, heated	\$243.00	\$213.84
<input type="checkbox"/>	7Z1	Horn, high note	\$20.00	\$17.60
<input type="checkbox"/>	8F2	Ornamentation, delete	\$0.00	\$0.00
<input type="checkbox"/>	8V2	Jack and tools delete	-\$32.00	-\$28.16
<input type="checkbox"/>	8X1	Label, fasten safety belts	\$2.00	\$1.76
<input type="checkbox"/>	9B9	Governor, 70 MPH	\$10.00	\$8.80
<input type="checkbox"/>	9F7	Mirrors, outside driver and passenger side West Coast type	\$128.00	\$112.64
<input type="checkbox"/>	9L4	Power supply, 12-volt direct power supply from the battery	\$172.00	\$151.36
<input type="checkbox"/>	9N8	Mirrors, auxiliary driver and passenger side 6" (15.2 cm) diameter convex spot add-on mirrors, stainless steel	\$51.00	\$44.88
<input type="checkbox"/>	9S1	Seats, Driver and passenger front individual seats in vinyl trim	\$0.00	\$0.00
<input type="checkbox"/>	9U3	Seats, Driver and passenger front individual seats in cloth trim	\$0.00	\$0.00
<input type="checkbox"/>	9U5	Tail lamp, single bulb	\$0.00	\$0.00
<input type="checkbox"/>	9V5	Paints, solid, Woodland Green	\$0.00	\$0.00
<input type="checkbox"/>	9V9	Paints, solid, Doeskin Tan	\$0.00	\$0.00
<input type="checkbox"/>	9W3	Paints, solid, Wheatland Yellow	\$0.00	\$0.00
<input type="checkbox"/>	9W4	Paints, solid, Tangier Orange	\$0.00	\$0.00
<input type="checkbox"/>	SFW	Back-up alarm calibration Provides calibration only	\$10.00	\$8.80
<input type="checkbox"/>	TGK	Special Paint, Solid, one color	\$275.00	\$242.00

☒ Fleet Customer Codes → Apply Fleet Customer Code

Base Price:	\$32,000.00	\$30,080.00
Total Options:	\$1,572.00	\$1,708.36
Total Price:	\$33,572.00	\$31,788.36
Destination Charge:	\$995.00	\$995.00
TOTAL PRICE W/ DFC†:	\$34,567.00	\$32,783.36

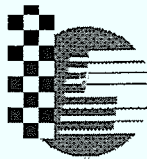
CANCEL

BACK

NEXT: CREATE ORDER

NEXT: VIEW SUMMARY

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# PROPOSAL

Company: <b>FRIDAY MOTORS</b>	Date: <b>Nov 30, 2010</b>	Reference Number: <b>BID - Vehicle #1</b>
Street Address: <b>1040 PASEO DEL PUEBLO SUR</b>	Contact: <b>DEBBIE FRIDAY</b>	
City, State and Zip Code: <b>TAOS, NM 87571</b>	Phone: <b>575-758-2252</b>	Fax: <b>575-757-3616</b>

We hereby submit specifications and estimates for:

- (1) Knapheide 6108DLPJ Utility Body  
108" long x 89" wide x 36" tall  
Fits 60" CA D.W Chevy Truck  
20" deep compartments  
Double spring over center door retainer on vertical compartments  
A-40 galvaneal steel,  
250lb capacity divider shelves  
Paddle activated rotary latches,  
Bulb-type neoprene door seals,  
Interior light guards, for stop/tail, back up lights  
Stainless steel continuous hinge on doors,  
Pintle hook recess bumper  
12" Slam latch tailgate  
Complete undercoating,  
Painted one single stage color to match cab Installed

1-ton

- Furnish and Install Cargo Master Ladder Rack  
Fits Services Bodies  
Heavy Duty tubular steel structure  
1700 lb capacity  
Wedge design top rail  
Powder coat white finish  
Center cross bar & Removable rear cross bar in cargo area

- Furnish and Install  
Draw Tite Brake Control  
Activator II  
Lifetime limited warranty  
Installed with 7-pole trailer plug

- Class IV reciever hitch for service body  
2" receiver tube, hitch pin  
10000 lb. trailer weight capacity

- Federal Signal Amber LED Light Bar

8000 lb. front mount Warn Winch/bumper mount

Submitted By: Randy Sirko Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

(Plus any applicable taxes and additional options)

Page 176 of 239

Year:	Make:	Model:	Wheel Base:	Cab to Axle:
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**LAYTON TRUCK**  
EQUIPMENT CO., LLC

2425 East Platte Place - Colorado Springs, CO 80909  
Phone (719)597-0400 - Fax (719)325-7938

# PROPOSAL

User ID: Randy Sirko  
Quote Date: 11-30-2010  
Quote Number: 289609044  
Page: 2

Company: <b>FRIDAY MOTORS</b>	Date: <b>Nov 30, 2010</b>	Reference Number: <b>BID - Vehicle #1</b>
Street Address: <b>1040 PASEO DEL PUEBLO SUR</b>	Contact: <b>DEBBIE FRIDAY</b>	
City, State and Zip Code: <b>TAOS, NM 87571</b>	Phone: <b>575-758-2252</b>	Fax: <b>575-757-3616</b>

**We hereby submit specifications and estimates for:**

GO - Magnet mount/removable Spot Light

INSTALLED, FOB LAYTON      \$12,279.00

Submitted By Randy Sirko

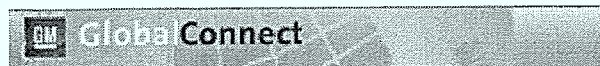
Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

(Plus any applicable taxes and additional options)

Page 177 of 239

Year:	Make:	Model:	Wheel Base:	Cab to Axle:
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 Debbie Jagers  
FRIDAY MOTORS INC

Vehicle # 2

Administration Tools | owb001 | Edit My Profile | Logout

ORDER Workbench Main &gt; Order Vehicles &gt; Create Non-Retail Request for Order/Stored Configuration: View Summary

PLAN &amp; FORECAST

ORDER VEHICLES

MANAGE  
INVENTORY

LOCATE VEHICLES

DELIVER VEHICLES

REPORTS &amp; TOOLS

## Create Non Retail Request For Order/Stored Configuration: View Summary



Choose Model

Choose Options

Create Order

View Summary

## RELATED LINKS

- Return to Order Vehicles Page
- Configure & Submit Request for Order
- View My Allocation and Constraints
- View My Stored Configurations
- View My Request for Order List
- US On-Line Order/Reference Guide

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order: Create Order screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added).

## GM Business Associate Information

Detail View with prices

Charge-to BAC: 114674

Charge-to BFC: 1

Ship-to BAC: 114674

Ship-to BFC: 1

Contact Name:

DAN: taos

Phone #:

Stock No:

## Model Information

Model Year: 2011

Distrib.Entity: FLT Fleet

Order Type:FBC-Fleet Political  
SubdivisionDivision: CHEVROLET  
ALL

Allocation Group: CREGHD

Model: CK20903 - Silverado: 2500 LWB, 4WD, Reg Cab Pickup

MSRP: † \$32,341.00

MSRP: w/DFC † \$33,336.00

Invoice: † \$30,640.28

Invoice: w/DFC † \$31,635.28

## Customer Information

Name:

Phone:

Address:

City:

State:

Zip:

## Fleet Information

Primary FAN: 415182

End-User  
FAN:

Bid Number:

Bid Item #:

PO Number:

## Configuration Information

PEG: 1WT

Primary Color: 50U - Summit White

Engine: L96 - Engine, Vortec 6.0L Variable Valve  
Timing V8 SFITransmission: MYD - Transmission, 6-speed automatic,  
heavy-duty, electronically controlled

Trim: 88B - Dark Titanium, Cloth seat trim

Emissions: NE1 - Emissions, Connecticut, Maine,  
Maryland, Massachusetts, New Jersey, New  
Mexico, New York, Oregon, Pennsylvania,  
Rhode Island, Vermont and Washington state  
requirements

Requested TPW:

Options: AE7, AJ1, AJ7, ASF, B30, C67, DF2, G80, GEH, GT4, K34, L96, MYD, NE1, NZZ, PYN, QXT, TRW, U2J, UE0,  
UM7, V76, VAV, VF7, VK3, VQ2, VUI, YM8, Z85, ZW9, ZXT, ZY1

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☒ Hide Descriptions

	MSRP	Invoice
AE7 : Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual reclining		
AJ1 : Glass, Solar-Ray deep-tinted	\$100.00	\$88.00
AJ7 : Air bags, seat-mounted side-impact, driver and right-front passenger		
ASF : Air bags, head curtain side-impact, front outboard seating positions	\$395.00	\$347.60
B30 : Floor covering, color-keyed carpeting	\$100.00	\$88.00
C67 : Air conditioning, single-zone manual front climate control		
DF2 : Mirrors, outside high-visibility vertical camper-style, Black	\$70.00	\$61.60
G80 : Differential, heavy-duty automatic locking rear	\$325.00	\$286.00
GEH : GVWR, 9500 lbs. (4309 kg)		
GT4 : Rear axle, 3.73 ratio		
K34 : Cruise control, electronic	\$250.00	\$220.00
L96 : Engine, Vortec 6.0L Variable Valve Timing V8 SFI		
MYD : Transmission, 6-speed automatic, heavy-duty, electronically controlled		
NE1 : Emissions, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements		
NZZ : Skid Plate Package, frame-mounted shields	\$150.00	\$132.00
PYN : Wheels, 17" (43.2 cm) steel		
QXT : Tires, LT265/70R17E all-terrain, blackwall	\$200.00	\$176.00
TRW : Provision for cab roof-mounted lamp/beacon	\$30.00	\$26.40
U2J : XM Radio, delete		
UE0 : OnStar, delete		
UM7 : Audio system, AM/FM stereo		
V76 : Recovery hooks, front, frame-mounted		
VAV : LPO, All-weather floor mats	\$69.00	\$60.72
VF7 : Bumper, rear delete		
VK3 : License plate front mounting package	\$15.00	\$13.20
VQ2 : Fleet processing option		
VUI : Ship Thru, Produced in Flint Assembly and shipped to Ft. Wayne Fleet Equipment		\$325.00
YM8 : LPO Processing Option		
Z85 : Suspension Package, Handling/Trailerling, heavy-duty		
ZW9 : Pickup box, delete	-\$665.00	-\$585.20
ZXT : Tire, spare LT265/70R17E all-terrain, blackwall	\$382.00	\$336.16
ZY1 : Paint, solid		

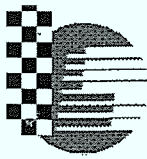
► Save in Stored Configurations

CANCEL

BACK

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# PROPOSAL

Company: <b>FRIDAY MOTORS</b>	Date: <b>Nov 30, 2010</b>	Reference Number: <b>BID - Vehicle #2</b>
Street Address: <b>1040 PASEO DEL PUEBLO SUR</b>	Contact: <b>DEBBIE FRIDAY</b>	
City, State and Zip Code: <b>TAOS, NM 87571</b>	Phone: <b>575-758-2252</b>	Fax: <b>575-751-3616</b>

**We hereby submit specifications and estimates for:**

- (1) Knapheide 696LPJ Utility Body  
96" long x 78" wide x 36" tall  
Fits 56" CA S.W Chevy Truck  
14 1/2" deep compartments  
Double spring over center door retainer on vertical compartments  
A-40 galvanneal steel,  
250lb capacity divider shelves  
Paddle activated rotary latches,  
Bulb-type neoprene door seals,  
Interior light guards, for stop/tail, back up lights  
Stainless steel Continuous hinge on doors,  
Pintle hook recess bumper  
12" Slammable tailgate  
Complete undercoating,  
Painted one single stage color to match cab Installed

314

- Furnish and Install Cargo Master Ladder Rack  
Fits Services Bodies  
Heavy Duty tubular steel structure  
1700 lb capacity  
Wedge design top rail  
Powder coat white finish  
Center cross bar & Removable rear cross bar in cargo area

- Furnish and Install  
Draw Tite Brake Control  
Activator II  
1 to 4 Axle Trailers  
Digital output indicator  
Lifetime limited warranty  
Installed with 7-pole trailer plug

- Class IV reciever hitch for service body  
2" receiver tube, hitch pin  
10000 lb. trailer weight capacity

Federal Signal Amber LED Light Bar  
Submitted By: Randy Sirko

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

(Plus any applicable taxes and additional options)

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Year:	Make:	Model:	Wheel Base:	Cab to Axle:
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**LAYTON TRUCK**  
EQUIPMENT CO., LLC

2425 East Platte Place - Colorado Springs, CO 80909  
Phone (719)597-0400 - Fax (719)325-7938

# PROPOSAL

User ID: Randy Sirko  
Quote Date: 11-30-2010  
Quote Number: 1624179265  
Page: 2

Company: <b>FRIDAY MOTORS</b>	Date: <b>Nov 30, 2010</b>	Reference Number: <b>BID - Vehicle #2</b>
Street Address: <b>1040 PASEO DEL PUEBLO SUR</b>	Contact: <b>DEBBIE FRIDAY</b>	
City, State and Zip Code: <b>TAOS, NM 87571</b>	Phone: <b>575-758-2252</b>	Fax: <b>575-751-3616</b>

**We hereby submit specifications and estimates for:**

GO - Magnetic mount/removable sopt light

INSTALLED, FOB LAYTON      \$8,440.00

Submitted By Randy Sirko

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

(Plus any applicable taxes and additional options)

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Year:	Make:	Model:	Wheel Base:	Cab to Axle:
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**December 14, 2010**

**Title:**

Marietta Fambro, Finance Director

**Summary:**

Approval of Resolution 10-73; Budget Adjustment Request: 1) Community Grants Fund (30) - Increase revenues and expenditures in the amount of \$2,217 from State of New Mexico - Historic Preservation Division grant for a historic building survey, tax incentive workshop and education and training; 2) Solid Waste Fund (65) - Change project from the purchase of a self-tying bailer (\$200,000) for the recycling center to the purchase of a roll off truck (\$150,000); 3) Utility Improvements Fund (81) - Transfer \$2,924 from (81-22) water vehicle purchase to wastewater vehicle purchase (81-54) and increase expenditure to wastewater vehicle by \$139 from the unreserved fund balance to cover the total purchase of the wastewater vehicle. 4) Capital Projects Fund (51) - a) Transfer \$8,465 from (51-15) Plaza Cameras Purchase to Public Works Wireless Connection Project (51-21) to cover the total cost of the project. b) Transfer \$122,472 from several projects, to cover Change Order No. 1 to Este Es Road Improvements for additional roadway patch, new roadway, and new double penetration chip seal.

**Background:**

Town of Taos Policy requires Council approval on all budget transfers that transfer funds between cost categories, (ie. Personnel, Operating Expenses and Capital Outlay), interfund transfers, budget increases, projects to projects and new projects.

**Attachments:**

Click to download

[Resolution](#)

[Documentation](#)

**APPROVALS:**

Date/Time:

12/8/2010 4:25 PM

Approval:

Approved

Department:

Town Clerk



**TOWN OF TAOS, NEW MEXICO  
RESOLUTION 10-73**

**WHEREAS** the Town of Taos has adopted its operating budget for the fiscal year ending June 30, 2011, and

**WHEREAS** the governing body of the Town of Taos, meeting in Regular Session this 14<sup>th</sup> day of December, 2010 wishes to adjust its operating budget for the fiscal year ending June 30, 2011.

**NOW, THEREFORE** be it resolved that the governing body of the Town of Taos, meeting in Regular Session this 14<sup>th</sup> day of December, 2010, adopts this budget adjustment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration to effect this budget adjustment.

**Community Grants Fund (30)**

**Revenues and Other Sources:**

State of NM – DFA – STB Capital Appropriation	\$ 2,217.00
---	-------------

**Expenditures and other Financing Uses:**

Operating Expenses	\$ 2,217.00
--------------------	-------------

(To adjust the Community Grants Fund, this budget adjustment will increase revenue and expenditures for additional money received from the State of NM Historic Preservation Division for historic building survey, tax incentive workshop and education and training .)

**Utility Improvements Fund (81)**

**Revenues and Other Sources:**

Unreserved Fund Balance	\$ ( 139.00)
-------------------------	--------------

**Expenditures and other Financing Uses:**

Capital Outlay – Vehicle – Wastewater (81-54)	\$ 139.00
Capital Outlay – Vehicle – Wastewater (81-54)	<u>2,924.00</u>

Sub-total	\$ 3,063.00
-----------	-------------

Capital Outlay – Vehicle – Water (81-22)	\$ ( 2,924.00)
--	----------------

(To adjust the Utility Improvements Fund, this budget adjustment will transfer funds from the water vehicle line item to the wastewater vehicle line item and add additional money from the unreserved fund balance to cover the purchase of both vehicles.)

### Capital Projects Fund (51)

#### Expenditures and other Financing Uses:

Capital Outlay – Plaza Cameras (51-15)	\$ ( 8,465.00)
Capital Outlay – Public Works Wireless Connection (51-21)	\$ 8,465.00

#### Expenditures and other Financing Uses:

Capital Outlay – 2010/2011 Taos Plaza Roads Rehab-Grant (59-29)	\$ ( 78,582.00)
Capital Outlay – 2010/2011 Taos Plaza Roads Rehab-Town (59-29)	( 26,194.00)
Capital Outlay – 2009/2010 Este Es East of Maestas-Town (59-80)	( 10,000.00)
Capital Outlay – Reed/Alexander Road Improvements-Town (59-55)	<u>( 7,696.00)</u>
Sub-total	\$ (122,472.00)

Capital Outlay – Este Es Road Improvements – (59-new)	\$ 122,472.00
---	---------------

(To adjust the Capital Projects Fund, this budget adjustment will transfer funds from the Plaza Cameras to the Public Works Wireless Connection to cover the total project cost and transfer funds from several projects to cover change order no. 1 to Este Es Road Improvements.)

### Utility Improvements Fund (81)

#### Revenues and Other Sources:

Unreserved Fund Balance	\$ ( 139.00)
-------------------------	--------------

#### Expenditures and other Financing Uses:

Capital Outlay – Vehicle – Wastewater (81-54)	\$ 139.00
Capital Outlay – Vehicle – Wastewater (81-54)	<u>\$ 2,924.00</u>
Sub-total	\$ 3,063.00

Capital Outlay – Vehicle – Water (81-22)	\$ 2,924.00
--	-------------

(To adjust the Utility Improvements Fund, this budget adjustment will transfer funds from the water vehicle line item to the wastewater vehicle line item and add additional money from the unreserved fund balance to cover the purchase of both vehicles.)

**PASSED, APPROVED, AND ADOPTED THIS 14<sup>th</sup> DAY OF DECEMBER 2010.**

Mayor Pro Tem Rudy C. Abeyta	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Amy J. Quintana	_____
Councilmember Michael A. Silva	_____

**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

\_\_\_\_\_  
**Allen Ferguson, Jr., Town Attorney**

**APPROVED:**

\_\_\_\_\_  
**Department of Finance and Administration**

**Date:**\_\_\_\_\_


<b>Department Name:</b>	Community & Economic Develop
<b>Date Prepared:</b>	12/03/2010
<b>Funds Affected:</b>	Community Grants Fund

[illegible]

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

DEPARTMENT HEAD SIGNATURE	DATE	TOWN MANAGER AND/OR ASSISTANT TOWN MANAGER SIGNATURE	DATE	FINANCE DIRECTOR SIGNATURE	DATE
			12/6/16	Marietta J. Jaramel	12/12/10

ACCOUNTANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BATCH #

Council Approval Required.	
<input checked="checked" type="checkbox"/> Yes	Resolution # 10-73
<input type="checkbox"/> No	
Date Approved 12/14/2010	

12-03-2010 10:46 AM

T O W N   O F   T A O S  
 FINANCIAL STATEMENT  
 FOR THE MONTH ENDING:    DECEMBER 31ST, 2010



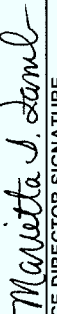
PAGE:    25

30 -COMMUNITY GRANTS  
 EXPENSES  
 33-HISTORIC BLDG DB-GR

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>OPERATING EXPENSES</u>							
33-44005 OTHER CONTRACTUAL SERVICES	15,000.00	0.00	0.00	0.00	15,000.00	0.00	15,000.00
CATEGORY TOTAL	15,000.00	0.00	0.00	0.00	15,000.00	0.00	15,000.00
<u>CAPITAL OUTLAY</u>							
DEPARTMENT TOTALS	15,000.00	0.00	0.00	0.00	15,000.00	0.00	15,000.00

<b>Department Name:</b>	<b>Public Works</b>
<b>Date Prepared:</b>	<b>12/03/2010</b>
<b>Funds Affected:</b>	<b>Solid Waste Division</b>

FROM (Budget to be Decreased)		TO (Budget to be Increased)	
Line Item Detail	AMOUNT	Line Item Detail	AMOUNT
65-13-45005 Equipment	\$ 150,000.00	65-31-45005 Equipment	\$ 150,000.00
Self-tying Bailer		Roll-off truck	
TOTAL	\$ 150,000.00	TOTAL	\$ 150,000.00

<input checked="" type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved
 DEPARTMENT HEAD SIGNATURE	 TOWN MANAGER AND/OR ASSISTANT TOWN MANAGER SIGNATURE	 FINANCE DIRECTOR SIGNATURE
12/6/10	12/6/10	12/13/10
DATE	DATE	DATE

Council Approval Required.	
<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No	Resolution # 10-73
Date Approved 12/14/2010	

ACCOUNTANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BATCH #



12-03-2010 10:47 AM

## T O W N O F T A O S

## FINANCIAL STATEMENT

PAGE: 3

FOR THE MONTH ENDING: DECEMBER 31ST, 2010

## 65 -SOLIDWASTE FUND




## EXPENSES

## 31-SOLID/WASTE RECYCLING

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>PERSONAL SERVICES</u>							
31-41001 FULL-TIME EMPLOYEES	53,385.00	1,921.24	20,852.80	39.06	32,532.20	0.00	32,532.20
31-41004 OVERTIME PAY	230.00	109.09	2,901.35	261.46 (	2,671.35)	0.00 (	2,671.35)
31-41011 FICA TAXES	4,314.00	150.75	1,817.75	42.14	2,496.25	0.00	2,496.25
31-41012 RETIREMENT	7,021.00	252.44	2,813.74	40.08	4,207.26	0.00	4,207.26
31-41013 MEDICAL & DENTAL INSURANC	12,452.00	483.64	5,409.11	43.44	7,042.89	0.00	7,042.89
31-41014 UNEMPLOYMENT INSURANCE	337.00	0.00	0.00	0.00	337.00	0.00	337.00
31-41015 WORKER'S COMPENSATION INS	8,936.00	0.00	6,880.89	77.00	2,055.11	0.00	2,055.11
31-41016 WORKER'S COMPENSATION ADM	24.00	0.00	4.60	19.17	19.40	0.00	19.40
31-41017 RETIREE HEALTH CARE	886.00	30.43	337.39	38.08	548.61	0.00	548.61
CATEGORY TOTAL	87,585.00	2,947.59	41,017.63	46.83	46,567.37	0.00	46,567.37
<u>OPERATING EXPENSES</u>							
31-42001 MILEAGE & PER DIEM	425.00	0.00	340.00	80.00	85.00	0.00	85.00
31-42002 DUES & REGISTRATION FEES	275.00	0.00	325.00	118.18 (	50.00)	0.00 (	50.00)
31-42003 VEHICLE SUPPLIES & MANT.	7,950.00	0.00	4,125.33	51.89	3,824.67	0.00	3,824.67
31-42005 BUILDING SUPPLIES & MANT.	400.00	0.00	1,237.87	309.47 (	837.87)	0.00 (	837.87)
31-42006 PROPERTY INSURANCE	4,500.00	0.00	309.00	6.87	4,191.00	0.00	4,191.00
31-42008 EQUIPMENT REPAIR & MAINTEN	9,000.00	0.00	392.71	4.36	8,607.29	4,873.20	3,734.09
31-43001 OFFICE SUPPLIES	3,092.00	0.00	10,624.44	343.61 (	7,532.44)	0.00 (	7,532.44)
31-43003 SENSITIVE ITEMS	1,200.00	0.00	912.33	76.03	287.67	0.00	287.67
31-43006 UNIFORMS & LAUNDRY	830.00	0.00	680.00	81.93	150.00	0.00	150.00
31-43007 UTILITIES	16,020.00	1,289.42	5,630.12	35.14	10,389.88	0.00	10,389.88
31-44001 ADVERTISING	3,900.00	0.00	381.57	9.78	3,518.43	0.00	3,518.43
31-44005 OTHER CONTRACTUAL SERVICE	1,242.00	0.00	4,300.56	346.26 (	3,058.56)	8,938.02 (	11,996.58)
CATEGORY TOTAL	48,834.00	1,289.42	29,258.93	59.92	19,575.07	13,811.22	5,763.85
<u>CAPITAL OUTLAY</u>							
31-45002 BUILDINGS & STRUCTURES	8,000.00	0.00	0.00	0.00	8,000.00	0.00	8,000.00
31-45005 EQUIPMENT	239,044.00	0.00	39,044.00	16.33	200,000.00	0.00	200,000.00
CATEGORY TOTAL	247,044.00	0.00	39,044.00	15.80	208,000.00	0.00	208,000.00
<u>OTHER FINANCING USES</u>							
DEPARTMENT TOTALS	383,463.00	4,237.01	109,320.56	28.51	274,142.44	13,811.22	260,331.22

Department Name:	Public Utilities
Date Prepared:	12/03/2010
Funds Affected:	Utility Improvements Fund (81)

FROM (Budget to be Decreased)		TO (Budget to be increased)	
Line Item Detail	AMOUNT	Line Item Detail	AMOUNT
81-00-25300	\$ 139.00	81-54-45004	\$ 139.00
Unreserved Fund Balance		Vehicles - Wastewater	
81-22-45004	\$ 2,924.00	81-54-45004	\$ 2,924.00
Vehicles - Water		Vehicles - Wastewater	
TOTAL	\$ 3,063.00	TOTAL	\$ 3,063.00

DEPARTMENT HEAD SIGNATURE	DATE	ASSISTANT TOWN MANAGER SIGNATURE	DATE	FINANCE DIRECTOR SIGNATURE	DATE
 <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved	12-6-10	 <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved	12/6/10	 <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved	12/3/10

Council Approval Required.	
<input checked="checked" type="checkbox"/> Yes	Resolution # 10-73
<input type="checkbox"/> No	
Date Approved	12/14/2010

ACCOUNTANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BATCH #

12-03-2010 10:47 AM

## T O W N O F T A O S

## FINANCIAL STATEMENT

PAGE: 22

FOR THE MONTH ENDING: DECEMBER 31ST, 2010

81 -UTILITY IMPROVEMENTS FUND

EXPENSES

22-VEHCILE REPLACE #64

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>OPERATING EXPENSES</u>							
<u>CAPITAL OUTLAY</u>							
22-45004 VEHICLES	<u>36,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,000.00</u>	<u>0.00</u>	<u>36,000.00</u>
CATEGORY TOTAL	<u>36,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,000.00</u>	<u>0.00</u>	<u>36,000.00</u>
DEPARTMENT TOTALS	36,000.00	0.00	0.00	0.00	36,000.00	0.00	36,000.00

12-03-2010 10:47 AM

## T O W N O F T A O S

## FINANCIAL STATEMENT

PAGE: 54

FOR THE MONTH ENDING: DECEMBER 31ST, 2010

81 -UTILITY IMPROVEMENTS FUND

EXPENSES

54-VEHICLE REPLACE #72

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>CAPITAL OUTLAY</u>							
54-45004 VEHICLES	<u>36,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,000.00</u>	<u>0.00</u>	<u>36,000.00</u>
CATEGORY TOTAL	<u>36,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,000.00</u>	<u>0.00</u>	<u>36,000.00</u>
DEPARTMENT TOTALS	36,000.00	0.00	0.00	0.00	36,000.00	0.00	36,000.00

<b>Department Name:</b>	<b>Executive - IT</b>
<b>Date Prepared:</b>	<b>12/03/2010</b>
<b>Funds Affected:</b>	<b>Capital Projects Fund</b>

<b>FROM</b> <small>(Budget to be Decreased)</small>		<b>TO</b> <small>(Budget to be Increased)</small>	
<b>Line Item Detail</b>	<b>AMOUNT</b>	<b>Line Item Detail</b>	<b>AMOUNT</b>
51-15-45007 Computers & Office Equipment	\$ 8,465.00	51-21-45007 Computers & Office Equipment	\$ 8,465.00
Plaza Cameras		Public Work Wireless connection	
<b>TOTAL</b>	<b>\$ 8,465.00</b>	<b>TOTAL</b>	<b>\$ 8,465.00</b>

<input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Approved
Department Head Signature <i>Deborah Mark</i>	Assistant Town Manager Signature <i>Christine Madore</i>	Finance Director Signature <i>Maritta J. Jander</i>
Date <i>12/7/10</i>	Date <i>10/12/10</i>	Date <i>12/7/10</i>

Council Approval Required.	
<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No	Resolution # 10-73
Date Approved	12/14/2010

ACCOUNTANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BATCH #

12-07-2010 02:43 PM

## T O W N O F T A O S

## FINANCIAL STATEMENT

PAGE: 17

FOR THE MONTH ENDING: DECEMBER 31ST, 2010

## 51 -CAPITAL PROJECT FUND

## EXPENSES

## 15-PLAZA CAMERAS

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>CAPITAL OUTLAY</u>							
15-45007 COMPUTERS & OFFICE EQUIPME	30,000.00	0.00	0.00	0.00	30,000.00	0.00	30,000.00
CATEGORY TOTAL	30,000.00	0.00	0.00	0.00	30,000.00	0.00	30,000.00
DEPARTMENT TOTALS	30,000.00	0.00	0.00	0.00	30,000.00	0.00	30,000.00

<b>Department Name:</b>	<b>Public Works/ Public Utilities</b>
<b>Date Prepared:</b>	<b>12/08/2010</b>
<b>Funds Affected:</b>	<b>1999 Gas Tax Acquisition Fund</b>

<b>FROM</b> (Budget to be Decreased)		<b>TO</b> (Budget to be Increased)	
Line Item Detail	AMOUNT	Line Item Detail	AMOUNT
59-29-45003	\$ 78,582.00	59-new-45003	\$ 78,582.00
2010/2011 Taos Plaza Roads Rehab-Grant		Este Es Road Improvements	
59-14-45003	\$ 26,194.00	59-new-45003	\$ 26,194.00
2010/2011 Taos Plaza Roads Rehab-Town Match			
59-80-45003	\$ 10,000.00	59-new-45003	\$ 10,000.00
2009/2010 Este Es Road East of Maestas - Town			
59-55-45003	\$ 7,696.00	59-new-45003	\$ 7,696.00
Reed/Alexander Road Improvements - Town			
<b>TOTAL</b>	<b>\$ 122,472.00</b>	<b>TOTAL</b>	<b>\$ 122,472.00</b>

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

DEPARTMENT HEAD SIGNATURE	DATE	TOWN MANAGER AND/OR	DATE	FINANCE DIRECTOR SIGNATURE	DATE
				Maritta L. Lamb	12/8/10

Council Approval Required.	
<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No	Resolution # 10-73
Date Approved 12/14/2010	

ACCOUNTANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BATCH #

**Town of Taos  
Operating Budget  
FY 2010-2011  
Supporting Schedules**

**59 1999 Gasoline Tax Acquisition Fund**

**FY 2010-2011  
Project Budgets**

<b>45003 <u>Utility Plant in Service</u></b>	
10 MAP 06-07 - Morgan Road (State)	322,593
11 MAP 06-07 - Morgan Road (Town)	78,962
29 new 2010/2011 Taos Plaza Roads Rehabilitation (Grant)	78,582 *
14 new 2010/2011 Taos Plaza Roads Rehabilitation (Town Match)	26,194 *
54 Reed/Alexander Roadway Construction (Grant)	500,000
55 Reed/Alexander Roadway Construction (Town Match)	329,000 - \$ 7,696
45 DOT 07/08 NM68 Enhancement (State)	240,001
46 DOT 07/08 NM68 Enhancement (Town)	47,059
79 2009/2010 Este Es Road East of Maestas (State Grant)	33,618
80 2009/2010 Este Es Road East of Maestas (Town)	49,167 - \$ 10,000 *
50 Bedford Storm Water Revert - Engineering	20,000
51 Del Norte Lane Storm Drain/Road - Engineering	126,384
new 2011 CDBG (Anticipated Grant)	500,000
new 2011 CDBG (Town Match)	50,000
	<hr/> 2,401,560
<b>Total, 1999 Gasoline Tax Acquisition Fund</b>	<b><u>2,401,560</u></b>





**December 14, 2010**

---

**Title:**

Allen Ferguson, Town Attorney

**Summary:**

Consideration and approval of Ordinance 10-19B; An Ordinance repealing Ordinance 10-19 adopting a Gross Receipts Tax.

**Background:**

**Attachments:**

Click to download

📎 [Ordinance](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/1/2010 2:46 PM	Approved	Town Clerk



**ORDINANCE 10-19B  
REPEALING ORDINANCE 10-19 ADOPTING A  
GROSS RECEIPTS TAX**

**WHEREAS**, on August 10, 2010, the Town of Taos Council, pursuant to the Municipal Local Option Gross Receipts Taxes Act (NMSA 1978, Sections 7-19D-1 through 7-19D-12) enacted Ordinance Number 10-19, adopting a Municipal Gross Receipts Tax of one-fourth of one percent (.25%) on the gross receipts of persons engaging in business within the Town of Taos, to become effective January 1, 2010, such tax to be directed toward public safety and economic development; and,

**WHEREAS**, the Town Council has reconsidered the matter and is of the view that it is an inauspicious time to impose even a very small tax increase particularly in light of the recently disclosed prospect of local property taxes increasing substantially; and,

**WHEREAS**, the Town Council is also of the view that it would be beneficial to the Town of Taos and its residents to allow more time to present the proposed uses to which such a tax might be put; and

**WHEREAS**, pursuant to NMSA 1978, Section 7-19D-9.D, where a petition for a referendum election on a municipal gross receipts tax ordinance has been filed, the Governing Body's repealing such an ordinance before it adopts an election resolution results in the tax not being imposed and the election not being held:

**NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Taos**, meeting in regular session December 14, 2010, and after having held a public hearing on the matter, that **Ordinance Number 10-19** adopting a municipal gross receipts tax **is hereby REPEALED** and no such tax shall be imposed at this time.

ORIGINALLY ADOPTED AS ORDINANCE 10-19A ON THE 26<sup>TH</sup> DAY OF OCTOBER, 2010, AND RATIFIED BY THE GOVERNING BODY OF THE TOWN OF TAOS AT ITS REGULAR MEETING ON NOVEMBER 9<sup>TH</sup>, 2010; NOW ADOPTED AS ORDINANCE 10-19B FOLLOWING REPUBLICATION AND A NEW PUBLIC HEARING.

This ordinance shall become effective as provided by law.

**ORDAINED, ADOPTED, AND APPROVED** this 14th day of December, 2010 by the following vote:

Mayor Pro Tem Rudy C. Abeyta	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Amy J. Quintana	_____
Councilmember Michael A. Silva	_____

**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

\_\_\_\_\_  
**Allen Ferguson, Jr., Town Attorney**



**December 14, 2010**

---

**Title:**

Allen Ferguson, Town Attorney

**Summary:**

Consideration and approval of Ordinance 10-26A; An Ordinance amending Chapter 3.32, Section 3.32.040 of the Taos Town Code with respect to Mayor Pro-Tem.

**Background:**

**Attachments:**

Click to download

 [Ordinance](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/1/2010 3:24 PM	Approved	Town Clerk



## **ORDINANCE 10-26A**

### **AN ORDINANCE AMENDING CHAPTER 3.32, SECTION 3.32.040 OF THE TAOS TOWN CODE**

**This ordinance amends the Taos Town Code with respect to  
Mayor Pro-Tem**

**WHEREAS**, The Town Council, the Governing Body of the Town of Taos, finds it necessary to amend Section 3.32.040 of the Town Code as it applies to the election of Mayor Pro-Tem.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Town of Taos, meeting in Regular Session this 14<sup>th</sup> day of December, 2010, and after having held a public hearing on the matter that the following Ordinance is hereby adopted and approved:

The Town Code is amended as follows: In Chapter 3.32: Mayor; Section 3.32.040: Mayor Pro Tem; shall be repealed and replaced by the following new description:

#### **3.32.040: MAYOR PRO TEMPORE:**

The town councilors shall, at the organizational meeting after the regular municipal election, elect from their own body a mayor pro tempore to act in the absence of the mayor, except as may otherwise be provided by law or ordinance. The town councilors may change the mayor pro-tem at their pleasure at any time. The mayor shall have the power to break a tie vote on the election of the mayor pro tempore.

This ordinance shall become effective as provided by law.

ORIGINALLY ADOPTED AS ORDINANCE 10-26 ON THE 26<sup>TH</sup> DAY OF OCTOBER, 2010, AND RATIFIED BY THE GOVERNING BODY OF THE TOWN OF TAOS AT ITS REGULAR MEETING ON NOVEMBER 9<sup>TH</sup>, 2010; NOW ADOPTED AS ORDINANCE 10-26A FOLLOWING PUBLICATION AND A NEW PUBLIC HEARING.

**ORDAINED, ADOPTED, AND APPROVED** this 14th of December, 2010 by the following vote:

Mayor Pro Tem Rudy C. Abeyta \_\_\_\_\_  
Councilmember A. Eugene Sanchez \_\_\_\_\_  
Councilmember Amy J. Quintana \_\_\_\_\_  
Councilmember Michael A. Silva \_\_\_\_\_

**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

\_\_\_\_\_  
**Allen Ferguson, Jr., Town Attorney**



**December 14, 2010**

---

**Title:**

Allen Ferguson, Town Attorney

**Summary:**

Consideration and approval of Ordinance 10-27A; Approving and adopting the Town of Taos Community Economic Development Interim Strategic Plan, also known as the Interim Community Economic Development Element of the Taos Comprehensive Plan, and said plan complies with the Local Economic Development Act, Section 5-10-6 NMSA 1978 as amended allowing the Town of Taos to enter into project participation agreements for various economic development projects and sunseting said plan approval and adoption on June 30, 2011.

**Background:**

**Attachments:**

Click to download

 [Ordinance](#)

**APPROVALS:**

Date/Time:

12/1/2010 3:24 PM

Approval:

Approved

Department:

Town Clerk



## ORDINANCE 10-27A

**AN ORDINANCE OF THE TOWN OF TAOS APPROVING AND ADOPTING THE TOWN OF TAOS COMMUNITY ECONOMIC DEVELOPMENT INTERIM STRATEGIC PLAN, ALSO KNOWN AS THE INTERIM COMMUNITY ECONOMIC DEVELOPMENT ELEMENT OF THE TAOS COMPREHENSIVE PLAN, AND SAID PLAN COMPLIES WITH THE LOCAL ECONOMIC DEVELOPMENT ACT, SECTION 5-10-6 NMSA 1978 AS AMENDED ALLOWING THE TOWN OF TAOS TO ENTER INTO PROJECT PARTICIPATION AGREEMENTS FOR VARIOUS ECONOMIC DEVELOPMENT PROJECTS AND SUNSETTING SAID PLAN APPROVAL AND ADOPTION ON JUNE 30, 2011.**

**WHEREAS**, the Town of Taos enacted a Local Economic Development Ordinance in 2000 in conformance with §5-10-1 *et seq* NMSA 1978 as amended which was codified into the Taos Town Code at §4.20 *et seq*; and

**WHEREAS**, §5-10-6 NMSA 1978 as amended requires that the Town of Taos adopt an economic development plan prior to the approval of any project participation agreements with private entities for economic development; and

**WHEREAS**, the Town of Taos has determined that §4.20.050, entitled Economic Development Plan that was used to undertake prior economic development project participation agreements is wholly insufficient; and,

**WHEREAS**, the Town of Taos believes that there is sufficient information to adopt an Interim Community Economic Development Strategic Plan, which shall also serve as the Interim Community Economic Development Element of the Town of Taos Comprehensive Plan, that will meet the requirements of 5-10-6 NMSA 1978 as amended and will allow the Town to participate in some immediate economic development opportunities and will also allow the Town to recertify with the State Economic Development Department as a Certified Communities Initiative Participant and will provide the Town with sufficient time to develop the full plan; and,

**WHEREAS**, the Town of Taos shall end said approval and adoption of this Interim Community Economic Development Strategic Plan/Element on June 30, 2011 or prior to that date upon adoption of the completed Community Economic Development Strategic



Plan, which shall also serve as the Community Economic Development Element of the Town of Taos Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Town of Taos, meeting in Regular Session, on December 14, 2010, and after having held a public hearing on the matter, the following Ordinance is hereby amended, adopted, and approved:

**Section 1:** The Town Council of the Town of Taos hereby approves and adopts the attached Interim Community Economic Development Strategic Plan, which shall also serve as the Interim Community Economic Development Element of the Town of Taos Comprehensive Plan.

**Section 2:** This approval and adoption shall be terminated on June 30, 2011 or by the approval and adoption of the Community Economic Development Strategic Plan, which shall also serve as the Community Economic Development Element of the Town of Taos Comprehensive Plan, whichever occurs first.

This ordinance shall become effective as provided by law.

ORIGINALLY ADOPTED AS ORDINANCE 10-27 ON THE 26<sup>TH</sup> DAY OF OCTOBER, 2010, AND RATIFIED BY THE GOVERINING BODY OF THE TOWN OF TAOS AT ITS REGUALR MEETING ON NOVEMBER 9<sup>TH</sup>, 2010; NOW ADOPTED AS ORDINANCE 10-27A FOLLOWING REPUBLICATION AND A NEW PUBLIC HEARING.

**ORDAINED, ADOPTED, AND APPROVED**, this 14th day of December, 2010 by the following vote:

Mayor Pro Tem Rudy C. Abeyta	_____
Councilmember Amy Quintana	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Michael A. Silva	_____

**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

\_\_\_\_\_  
**Allen Ferguson, Jr., Town Attorney**



**December 14, 2010**

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**Title:**

Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

**Summary:**

Final report and closeout hearing regarding the 2010 Community Development Block Grant Project Number 10-C-NR-I-01-G-27 - Reed and Alexander Road Improvements Phase 2.

**Background:**

The project has been completed. The New Mexico Department of Finance and Administration Local Government Division requires a final closeout public hearing for all CDBG projects.

**Attachments:**

**Click to download**

No Attachments Available

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 4:20 PM	Approved	Town Clerk



**December 14, 2010**

---

**Title:**

Matthew Foster, Long Range Planner

**Summary:**

Consideration and approval of Ordinance 10-32; Amending Ordinance 09-03, the High Performance Building Ordinance to allow a Leadership in Energy and Environmental Design (LEED) accredited professional to provide the LEED Certification Checklist or an equivalent High Performance Design and Construction Standard for Commercial Buildings.

**Background:**

**Attachments:**

Click to download

📄 [Ordinance 10 -32](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
11/12/2010 3:24 PM	Approved	Town Manager
11/12/2010 3:24 PM	Approved	Town Clerk



## **ORDINANCE 10-32**

### **AMENDING ORDINANCE 09-03, THE HIGH PERFORMANCE BUILDING ORDINANCE, TO ALLOW A LEED ACCREDITED PROFESSIONAL TO PROVIDE THE LEED CERTIFICATION CHECKLIST OR AN EQUIVALENT HIGH PERFORMANCE DESIGN AND CONSTRUCTION STANDARD FOR COMMERCIAL BUILDINGS.**

WHEREAS, the Town Council adopted Ordinance 09-03, the High Performance Building Ordinance; and

WHEREAS, the High Performance Building Ordinance requires all commercial buildings to be LEED Certified prior to receiving a Certificate of Occupancy; and

WHEREAS, alternative high performance building standards are prevalent across the county; and

WHEREAS, The Town Council wishes to uphold and affirm the intent and goals of the High Performance Building Ordinance while allowing more flexibility to property owners, developers, and builders to submit a LEED equivalent standard; and

NOW, THEREFORE, the Town Council does hereby amend Ordinance 09-03, as follows:

Section 1.3.B.1 shall be repealed and shall read as follows:

“As a condition of obtaining a building permit from the Town, any builder who is issued such a permit at any time during Calendar Year 2010 for the construction of any commercial structure of any size must present a letter from a LEED Accredited Professional stating the intent and criteria for a LEED rating of "certified" or better will be achieved using at least (3) of the water conservation points in the LEED checklist.”

Section 1.3.B.2 shall be repealed and shall read as follows:

“As a condition of obtaining a Certificate of Occupancy from the Town, any builder of any commercial structure of any size who is issued a building permit at any time in Calendar Year 2010 must present a letter from a LEED Accredited Professional stating the intent and criteria for a LEED rating of "certified" or better have been achieved using at least (3) of the water conservation points in the LEED checklist.”

The following shall be added as Section 1.3.B.3:

“A builder may submit an alternative high performance building design and construction standard provided that the builder receives written approval from the Code Administrator to utilize such alternative standard.”

All other sections of ordinance shall remain in full force and effect.

This ordinance shall be interpreted and applied in accordance with the laws of New Mexico.

**ORDAINED THIS \_\_\_\_<sup>th</sup> DAY OF \_\_\_\_\_, 2010 BY THE FOLLOWING VOTE:**

**Councilmember Rudy C. Abeyta  
Councilmember A. Eugene Sanchez  
Councilmember Amy Quintana  
Councilmember Michael Silva**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

**Approved as to legal form:**

\_\_\_\_\_  
**Allen Ferguson, Town Attorney**



December 14, 2010

---

**Title:**

Matthew Spriggs, Community Economic Development Director

**Summary:**

Consideration and approval of Ordinance 10-23A; Approving a Local Economic Development Project Participation Agreement between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town commercial kitchen facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding the tax base and the safeguarding of public resources. Also consideration and approval of a Facilities Use Agreement implementing the Project Participation Agreement. ***(Continued from the Regular Town Council Meetings held on October 26, 2010, November 9, 2010 and November 23, 2010)***

**Background:**

**Attachments:**

Click to download

 [Facilities Use Agreement](#)

 [Ordinance](#)

**APPROVALS:**

Date/Time:

12/1/2010 2:50 PM

Approval:

Approved

Department:

Town Clerk



FACILITIES USE AGREEMENT BETWEEN  
TOWN OF TAOS and TAOS COOKING STUDIO  
TT-11-

This Facilities Use Agreement (hereinafter "Agreement") is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by, and between, the TOWN OF TAOS (hereinafter "Town") and Taos Cooking Studio, LLC (hereinafter "CONTRACTOR").

1. Scope & Purpose. CONTRACTOR desires to the commercial kitchen space as shown on the attached floor plan and some exterior space owned by the Town located at Rio Grande Hall 114 Civic Plaza Drive, Taos New Mexico for the purposes of operating a commercial food production business, catering, and culinary education.
2. Term. The term of this Agreement shall be effective until November 1, 2015.
3. Option to Renew. This Agreement may be renewed for additional one year periods for up to a total of seven (7) years, upon such terms and conditions as may be acceptable to both parties. Such renewal shall be in writing and executed prior to the termination date and appended to this Agreement.
4. Compensation. In accordance with the approved Local Economic Development Project Participation Agreement and in consideration of this Agreement, the CONTRACTOR agrees to the following schedule of rent, based on the comparable rental rate of commercial kitchen space of \$1,200 (including utilities) a month:

Year one (1) and year two (2):	\$1 per year
Year three (3):	33% of the rental value, or \$4,752 yr/\$396 mo.
Year four (4):	66% of the rental value, or \$9,504 yr/\$792 mo.
Year five (5):	100% of the rental value, or \$14,400 yr/\$1,200 mo.
Year six and seven (6 & 7):	120% of the rental value, or \$17,280 yr/\$1,440 mo.

CONTRACTOR shall pay rent to the Town at the end of each month. Rent checks shall be made payable and mailed to:

Town of Taos  
400 Camino de la Placita,  
Utility Billing Department  
Agreement #TT-11-  
Taos New Mexico 87571.

Any holdover by Contractor past the expiration or termination date, shall be at a daily rate equal to thirty (30%) of the monthly rate. The imposition and collection of this hold-over charge does not affect the right of the Town to require immediate vacating of the premise and /or the right to take possession of any property remaining thereon.

5. Late Payment. A late fee, equal to ten percent (10%) of one month's rent shall be imposed if any month's payment is not received on or before the tenth (10<sup>th</sup>) day of the month.

In the event Contractor is late in making rental payments for any second consecutive month, the Town may, in the sole option of the Town Manager, declare the Agreement terminated and take immediate possession of the premises and shall be in default of this agreement. All personal property located in said premises shall be held by the Town to satisfy any unpaid amounts. Any excess amounts due shall be paid over to the Contractor. The CONTRACTOR shall hold the Town harmless for any damage and/or injury to property of the Contractor held by the Town.

6. Permitted Uses. The premise(s) shall be used only for commercial food production, catering, and culinary classes as specified above unless CONTRACTOR has received prior written approval, from the Town, of any other use(s). If the CONTRACTOR desires to provide catering services for the Town of Taos at the Convention Center, the CONTRACTOR shall enter into a separate Catering Contract. No illegal act(s) will be done, or allowed to be done, on the premise(s), including the storage of any contraband or other illegal substance or item(s).
7. Utilities. The CONTRACTOR shall pay a reasonable monthly contribution toward the utility expenses of operating the building during year one and year two of this agreement not to exceed \$200 per month or be less than \$100 per month. Said contribution shall be determined by the parties in writing within thirty (30) days of the execution of this agreement.
8. Equipment. It is understood that the CONTRACTOR will provide several specialized pieces of equipment for their personal use within the rental facility. Said equipment shall remain the CONTRACTOR's personal property and agrees to hold the Town harmless for any damage to or loss of said equipment. The CONTRACTOR will provide the Town with a list of all equipment installed for their purposes prior to installation. All said equipment must be portable and easily removed. Any equipment permanently affixed to the facility shall become the property of the Town. The walk-in refrigerator to be installed by the CONTRACTOR shall be temporary in nature and shall be removed at the end of the lease term and any affixing of the unit that causes damage to the Town's property shall be returned to its original condition by CONTRACTOR at the end of the lease period.
9. Limitations on Use. It is understood that the CONTRACTOR shall not have exclusive use of the commercial kitchen space and that the space must be shared with other Town approved catering services that provide food service to renters of the convention facilities. The Town will provide a minimum of 14 days notice to the CONTRACTOR of scheduled use of the commercial kitchen space and said activities of the Town shall take priority. However, under no circumstances shall the CONTRACTOR be provided with less than a minimum of fifty hours of access to the facility between the hours of 8 AM and 8 PM each week.
10. Notices. All notices required to be sent pursuant to this Agreement shall be sent to the parties at the addresses below unless the parties are otherwise advised of a change of address in writing.
 

Town of Taos Attn: Town Manager 400 Camino de la Placita Taos, NM 87571	Taos Cooking Studio Attn: Valerie Maher P.O. Box 750 Arroyo Seco, NM 87514
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11. Alterations/Improvements. CONTRACTOR may, with prior written permission of the Town, make such alterations and/or improvements to said premise(s) as may be consistent with the permitted use(s) specified above.



Said alterations/improvements, including permits, permit fees, utilities, easements, etc. shall be at the sole cost of CONTRACTOR and CONTRACTOR shall not allow, permit, or otherwise incur a lien of any sort or kind to be filed against said property. Any such lien, if paid by the Town to protect the Town's interest(s), shall be reimbursed to the Town, by the CONTRACTOR, immediately or the Town may use the Damage/Security deposit and/or attachment and, if necessary, the sale, of personal property located on the premise(s).

Said alterations/improvements, if of a permanent nature, shall become a part of the premises and all title and right(s) to said alterations/improvements shall vest to the Town.

If not a permanent nature, said alteration/improvement may be removed by CONTRACTOR, upon termination of this Agreement and the premises(s) restored to its (their) original conditions, excepting normal wear and tear.

12. Standard(s) of Construction. All construction, whether new or renovation, shall be done in a professional manner and meet all building requirements and codes as determined by the Town of Taos Planning Department or other appropriate official/department.
13. Maintenance. CONTRACTOR shall, at its sole cost and expense, maintain the property and improvements in a clean and orderly condition and shall maintain all plumbing, wiring, glass, heating, lighting, and lighting fixtures located on, in, or attached to any portion of the premise(s) and comply with the attached Standards of Maintenance and Use that are based upon the requirements of other users of the commercial kitchen. The Town shall be responsible to replace, if necessary, the plumbing, wiring, glass, heating, lighting, and lighting fixtures of the facility that is not added by the CONTRACTOR.

The Town shall be the sole judge of the quality of the maintenance and, upon written notice by the Town to CONTRACTOR; CONTRACTOR shall be required to perform whatever maintenance is deemed reasonable or necessary. If said maintenance is not undertaken by CONTRACTOR within ten (10) days or completed within the time prescribed in the written notice, the Town shall have the right to enter upon the premise(s) and perform the necessary maintenance and such cost(s) shall be billed to the CONTRACTOR who shall make payment in full within thirty days of said billing. Alternatively, the Town may in its sole discretion declare the Agreement breached and voidable and terminate the Agreement as provided above.

14. Security. CONTRACTOR acknowledges and agrees that security of CONTRACTOR's property is solely the responsibility of CONTRACTOR and will ensure that adequate insurance and/or protective measures are taken to protect CONTRACTOR's property. It is specifically understood and accepted that the Town assumes no responsibility for the security of CONTRACTOR's property.
15. Inspection. The Town reserves the right to enter the premise(s) for the purpose of inspection, to cure maintenance problems, in the interest of public safety, or upon such other good cause. The Town will attempt, where feasible, to advise CONTRACTOR at least twenty-four (24) hours prior to entry.
16. Insurance. CONTRACTOR and/or its sub Contractors shall maintain property insurance with coverage in an amount at least equal to the replacement value of items of personal property located in or on the premises and general public liability insurance naming the Town as an additional insured with coverage amounts at least sufficient to satisfy the limits of liability of the Town as set forth in the New Mexico Tort Claims Act (NMSA 1978, Sec. 44-4-19). CONTRACTOR shall ensure that the Town be named as additional insured on all insurance policies, and shall provide a copy of such policies to the Town Legal Department.

17. Indemnification and AS IS Indemnification. CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by CONTRACTOR, its clients, employees, agents or other representatives while engaged in the performance of this contract.

CONTRACTOR acknowledges and agrees that use of the Town property and the premises described herein are AS IS and at CONTRACTOR's sole risk. CONTRACTOR, by execution of this Agreement, agrees to defend, indemnify and hold harmless the Town from any and all claims, suits, and causes of action which may arise from CONTRACTOR's performance or use under this Agreement unless specifically exempted by New Mexico Law.

18. Assignment/Subcontracting. CONTRACTOR shall not assign, transfer, subcontract, or otherwise affect any interest in this Agreement without the prior written approval of the TOWN.

19. Breach by CONTRACTOR. In the event that CONTRACTOR fails to comply with any term, condition or obligation required under this Agreement, the Town may consider CONTRACTOR to have breached the Agreement and, in the sole option of the Town, may either terminate the Agreement, or may negotiate a cure of the breach or default on such terms and conditions as may be acceptable to the Town.

If a breach is such s to cause a health or safety concern or to damage or threaten to damage or harm any person or property not belonging to CONTRACTOR, the TOWN may terminate the Agreement immediately.

20. Termination. This Agreement may be terminated at will, by either party, with or without cause upon 90 days written, advance notice to the other party. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be received three (3) calendar days from the date of the postmark. If hand-delivered, notice shall be to the Contractor's office or to the Town Manager. In no event shall termination nullify obligations of either party prior to the effective date of termination.

21. Binding Effect. This Agreement shall be binding upon the parties, their heirs, and successor-in-interest or other lawful claimant.

22. Scope of Agreement. This Agreement and the associated Local Economic Development Project Participation Agreement incorporate all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied and attached to these Agreements.

23. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN.

24. Judicial Enforcement. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.

25. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, voidable or otherwise unenforceable, all other terms

and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.

26. Amendment. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties and appended hereto.

CONTRACTOR

TOWN OF TAOS

\_\_\_\_\_  
Christopher Maher, Cooking Studio Taos

\_\_\_\_\_  
Mayor Darren M. Cordova

ATTEST:

\_\_\_\_\_  
Valerie Maher, Cooking Studio Taos

\_\_\_\_\_  
Renee Lucero, Town Clerk

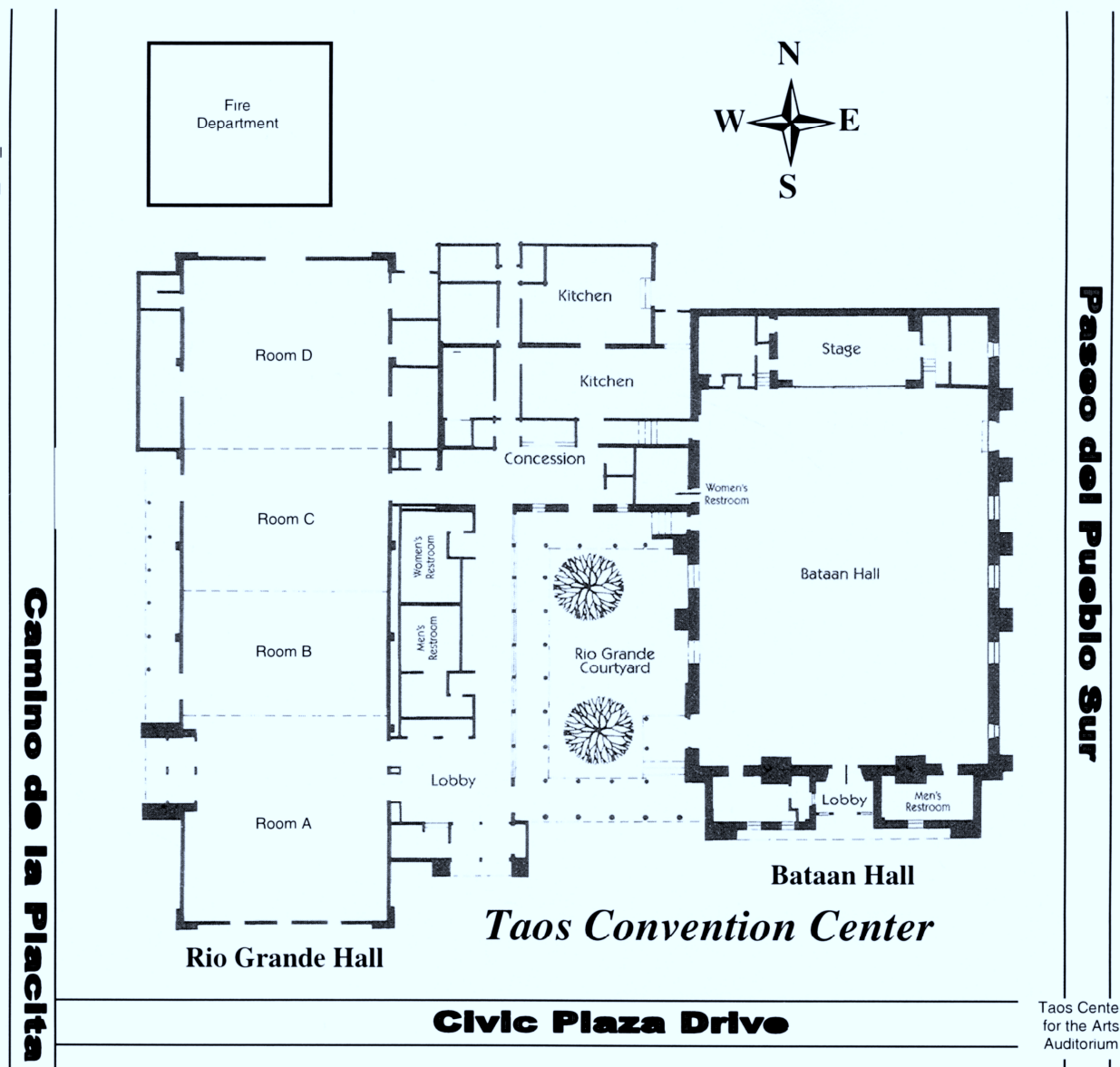
APPROVED AS TO FORM:

\_\_\_\_\_  
Allen R. Ferguson Jr., Town Attorney

**Maintenance and Use Standards for the Town Commercial Kitchen**

1. The CONTRACTOR will be allowed to use the kitchen and its equipment, provided that the kitchen and equipment are fully cleaned and sanitized immediately after each use, and all refuse is removed and disposed in the refuse containers outside the building. Taos Convention Center staff may inspect all kitchen and facility areas with CONTRACTOR from time to time. CONTRACTOR must comply with Taos Convention Center staff cleanup instructions.
2. The CONTRACTOR must obtain and display all required food and drink/catering permits from the New Mexico Environment Department, and comply with all applicable regulations including use of equipment necessary to insure proper health code temperatures and sanitation for the transportation and delivery of all foods during the term of the contract.
3. The CONTRACTOR is responsible for providing replacement trash bags, breaking down all cartons and removing all trash, garbage, decorations, food and drink from the Taos Convention Center kitchen and depositing trash in the refuse containers outside the facility and washing all trash cans. Additional charges may be assessed for excessive trash or additional trash pick-ups.
4. The CONTRACTOR is responsible to provide equipment and supplies for prompt cleaning and scrubbing of any walls, doors, floor tiles and other areas of the commercial kitchen.
5. The CONTRACTOR shall not block any interior access points and comply with the fire code.
6. At certain times, multiple events may be occurring at the Taos Convention Center which may require more than one CONTRACTOR to use the kitchen facilities. During those events, common courtesies and full cooperation between the CONTRACTORS are required.
7. Parking – All CONTRACTOR'S employees are to park in the Town Hall parking lot. There is no employee parking in the alley between the Convention Center and the Fire Department. Loading and unloading is allowed in the back of the Convention Center, but then vehicles must be removed to regular parking.
8. Delivery of supplies and equipment – Vendor deliveries are allowed between 8:00 a.m. and 5:00 p.m. only, unless other arrangements have been made with the Convention Center Director. CONTRACTOR must be present for all deliveries or delivery will be refused. CONTRACTOR is responsible for notifying all vendors of this schedule. Vendor is not allowed to park in delivery area before 8:00 a.m. or after 5:00 p.m.

# Floor Plan





## ORDINANCE 10-23A

**AN ORDINANCE OF THE TOWN OF TAOS APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE TOWN OF TAOS AND COOKING STUDIO TAOS, LLC FOR THE USE OF A TOWN COMMERCIAL KITCHEN FACILITY, ABATEMENT OF ASSOCIATED RENT, PROVISION OF ECONOMIC BENEFIT TO THE TOWN IN THE FORMS OF EMPLOYMENT AND EXPANDING TAX BASE AND THE SAFEGUARDING OF PUBLIC RESOURCES.**

**WHEREAS**, the Town Council met in Regular Session this 23<sup>rd</sup> day of November, 2010; and,

**WHEREAS**, the Town Council concludes that the attached Project Participation Agreement will stimulate economic development in a manner consistent with the Town's adopted Interim Community Economic Development Strategic Plan and Comprehensive Plan Element; and,

**WHEREAS**, the Town Council pursuant to the New Mexico Local Economic Development Act, NMSA 1978 §§ 5-10-1, *et seq.*, and the Town's Economic Development Ordinance §§ 4.20.020, *et seq.*, believes it is in the best interest of the Town of Taos and in the interests of economic development to enter into the attached Project Participation Agreement;

**NOW, THEREFORE, BE IT ORDAINED**, The Town of Taos Council hereby adopts and approves the Project Participation Agreement entered into by and between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town Commercial Kitchen Facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding tax base and the safeguarding of public resources, and dated November 23, 2010 in substantially the form attached.

This ordinance shall become effective as provided by law.

**ORDAINED, ADOPTED, APPROVED, AND RATIFIED** this 23<sup>rd</sup> day of November, 2010 by the following vote:

Councilman Rudy Abeyta \_\_\_\_\_

Councilwoman Amy Quintana \_\_\_\_\_

Councilman Eugene Sanchez \_\_\_\_\_

Councilman Michael Silva \_\_\_\_\_

\_\_\_\_\_  
DARREN M. CORDOVA  
MAYOR

ATTEST:

\_\_\_\_\_  
RENEE LUCERO  
TOWN CLERK

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
ALLEN FERGUSON  
TOWN ATTORNEY

**PROJECT PARTICIPATION AGREEMENT  
BETWEEN THE TOWN OF TAOS AND  
COOKING STUDIO TAOS, LLC**

This Local Economic Development Project Participation Agreement (the “Agreement”) is entered into as of this 23<sup>rd</sup> day of November, 2010, by and between the Town of Taos, New Mexico (the “Town”), an incorporated Municipal entity of the State of New Mexico and Cooking Studio Taos, LLC (the “Company”).

**WHEREAS**, the Town has adopted Ordinance 00-22 implementing the Local Economic Development Act of the State of New Mexico pursuant to §5-10 NMSA 1978; and,

**WHEREAS**, the Town has approved and adopted the Town of Taos Interim Community Economic Development Strategic Plan which meets the requirements of the Local Economic Development Act (LEDA) §5-10-6 NMSA 1978 which includes the assistance of economic development projects in any legally permissible manner; and,

**WHEREAS**, Cooking Studio Taos, LLC has been determined to be a qualifying entity as required under LEDA and Taos Town Code §4.20.040; and,

**WHEREAS**, the Town of Taos intends for the use of the commercial kitchen facility and abatement of associated rent provided within this Agreement to be used to generate additional employment and expanded tax base for the Town of Taos; and,

**WHEREAS**, the application for economic development assistance has been completed by the Company and reviewed and approved by the Taos Town Council; and,

**WHEREAS**, the Town and the Company desire to enter into this Agreement without which said economic benefits would not otherwise be possible.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**Section 1: Term and Effective Date:** This Agreement shall not be executed or become effective unless approved by the New Mexico Departments of Economic Development and/or Finance and Administration or other body as required by the State of New Mexico. The term of this Agreement shall be for ten (10) years effective as of the date of the last party to sign this Agreement.

**Section 2: Contributions:**

2.1 The Town of Taos agrees to provide the following:

2.1.1 Comparable rental rate was established at \$1,200 per month. The Company will have use of the commercial kitchen facility as contained in the attached Facilities Use Agreement and the Town will abate \$38,544 of rent over a five (5) year period. Total rental value over the five year



period is \$72,000 and the Town will receive \$33,456 in rent over the five (5) year period.

2.1.2 Install bathroom fixtures in the area attached to the kitchen for Company use as a separate restroom within five (5) working days of the receipt of fixtures from the Company for installation. The value of the labor for the installation is estimated to be less than \$1,500.

2.1.3 Parking shall be provided at the Town of Taos Town Hall parking lot and one space at the rear of the property adjacent to the rear entrance of the kitchen shall be provided for loading and unloading only.

2.1.4 The Town of Taos agrees to accept a surplus walk-in refrigerator from Taos Municipal School District if offered. The Town further agrees to allow the Company, at its sole expense, to install said refrigerator upon Town of Taos real property. If the Company purchases a walk-in refrigerator and installs it, said refrigerator shall be deemed the Company's property at the conclusion of the Facilities Use Agreement and the Company shall return the location of the installation to its original condition.

## 2.2 The Company agrees to provide the following:

2.2.1 A total of seven (7) full time jobs (full-time equivalents (combinations of part-time positions) are allowed) which includes an additional three full time jobs by the end of year five (5) of this agreement and will maintain at a minimum seven (7) full-time jobs for a minimum of ten (10) years with a minimum annual payroll value of \$145,000.

2.2.2 The gross sales of the Company will reach \$500,000 annually by year five (5) and will remain at or above \$500,000 per year through year ten (10) of this agreement. The Company further agrees to remain in operation within Taos County for the ten (10) year duration of the agreement.

2.2.3 Within thirty (30) days of the effective date of this Agreement, purchase and provide to the Town the bathroom fixtures and all related hardware acceptable to the Town's Buildings and Grounds Director, for installation by the Town's Buildings and Grounds Department for the separate restroom facility within the kitchen area. The estimated value of the fixtures is approximately \$700. Installation of any locks or other hardware to secure said bathroom facility shall be done at the sole expense of the Company and shall become the property of the Town.

2.2.4 The Company intends to install an exterior walk-in refrigerator at the rear of Bataan Hall adjacent to the alleyway. Said installation shall be at

the Company's sole expense and shall be place wholly upon Town of Taos property. Said property must be staked by a licensed land surveyor prior to installation and the installation must meet all applicable Town of Taos Codes and said installation must be approved by the Town prior and after installation.

**Section 3: Performance Measures and Schedule:** The Company shall meet the following performance measures over the ten (10) years that this agreement is effective:

Year 1:5 FTE (1 new job) with a payroll value of \$80,000 and \$270,000 in gross sales  
 Year 2:6 FTE (1 new job) with a payroll value of \$100,000 and \$345,000 in gross sales  
 Year 3:6 FTE (no new jobs) with a payroll value of \$115,000 and \$405,000 in gross sales  
 Year 4:7 FTE (1 new job) with a payroll value of \$130,000 and \$465,000 in gross sales  
 Year 5:7 FTE (no new jobs) with a payroll value of \$145,000 and \$500,000 in gross sales  
 Year 6 through Year 10: 7 FTE with a payroll value of \$145,000 and \$500,000 in gross sales

**Section 4: Review and Termination:** The Town shall annually review the performance of the Company to the above performance schedule to ensure that the Company is satisfying its obligations set forth in this agreement. If the Company fails to meet its obligations, the Town may require the Company to take corrective action according to a schedule as set by the Town at the Company's sole expense. If the Company fails to meet its obligations or take the actions necessary to meet its obligations, then the Town may at its sole option proceed to terminate this Agreement.

Should the Town terminate this agreement, the default remedies shall become effective. If the agreement is terminated for nonpayment of proportionate utilities, said amounts shall become immediately due and payable in addition to any previously abated rent that is due to the Town.

In order for the Town to evaluate the performance of the Company, the Town shall be provided with a statement from a Certified Public Accountant of the Company's gross sales and total payroll expenses for the preceding year no later than April 30 of the following year. The Town's written review of the performance of the Company shall be made available in writing within thirty (30) days of the receipt of the statement from the CPA.

**Section 5: Security of Public Investment and Default:** The Principals of Cooking Studio Taos, LLC agree to provide a personal guarantee to ensure protection of the Town's investment. Should the Company cease operations at any point during the ten (10) year duration of this agreement the note shall become due and payable in equal monthly installments, plus 5% simple interest, over a period of five (5) years or \$674.52 per month if the full value of the rent abatement is received. If the Company ceases to operate prior to receiving the full rent abatement value, the amount due and the corresponding repayment period will match the period that the benefit was received. For example, the Company ceases operations after receiving eighteen (18) months of the

benefit of abated rent. The Company would then owe the Town eighteen (18) months rent plus five percent (5%) simple interest (\$18,000 + \$900 = \$18,900) due in equal monthly installments over the following eighteen (18) months, or \$1,050 per month.

Each year the Town will state in its written performance evaluation of the Company the percentage of the performance measures not reached in that year (if any) for annual payroll value and gross sales. The percentage of the performance measure not reached shall become the percentage of deferred rent that will accumulate and be payable beginning in year six (6). For example, in year one if the annual payroll value was \$72,000 and gross sales were \$243,000 the Company will have missed its target payroll value by 10% and its gross sales target by 10%, making 20% of the annual abated rent value (\$12,000), or \$2,400 in rent, plus 5% simple interest totaling \$2,520, due beginning in year six (6) of the agreement. Said repayment of abated rent value plus interest shall be paid in monthly installments over a twelve (12) month period and in the example would be \$210 per month. Each year that deferred rent may be due to the Town shall be paid in consecutive repayment periods. For example, deferred rent is due from year one and year three; year one deferred rent plus interest shall be repaid over year six and year three deferred rent plus interest shall be repaid over year seven.

**Section 6: Dispute Resolution:** The parties will work in good faith to resolve any disputes that arise hereunder. In the event of a dispute by the parties, the President of the Company or a designee and the Director of Community Economic Development or a designee shall meet and attempt in good faith to resolve the dispute. If the dispute remains unresolved the Company representative shall meet with the Town Manager and attempt in good faith to resolve the dispute. Nothing contained in this Agreement constitutes a waiver of any party's right to seek judicial relief.

**Section 7: Force Majeure:** Neither party shall be liable to the other party for any failure to perform any provisions of obligations of this Agreement if such failure is caused by or results directly or indirectly from Force Majeure. "Force Majeure" means any cause beyond the reasonable control of a party affected, including but not limited to, any acts of God, fire, flood, storm, strike, riot or civil disturbance, war, earthquake, lightning, epidemic, labor disturbance, sabotage, or restraint by court or public authority, or any other cause beyond the reasonable control of a party affected whether similar or dissimilar to the ones listed, which makes it impossible or unreasonably difficult for a party to perform its obligations under this agreement. Nothing contained in this paragraph shall be construed to require either party to prevent or settle a strike against its will. The party unable to perform its obligations due to Force Majeure will provide written notice to the other party within five (5) working days of its becoming aware of the Force Majeure or its inability to perform and its expectations as to when, if ever, it will be able to resume its obligations. "Business Climate Changes" are not within the definition of Force Majeure.

**Section 8: Notices:** All notices or other written communications, including requests for disbursement, that are permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized

overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in this Agreement. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If notice is hand delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is facsimile or electronic mail, it will be deemed received when printed or written confirmation of the transaction. A party may change its notice address by written notice to the other party to this Agreement. The initial notice addresses for the parties are as follows:

If to the Town of Taos:

Office of the Town Manager  
400 Camino de la Placita  
Taos, New Mexico 87571  
Tel. (575) 751-2000  
Fax: (575) 751-2026  
e-mail: [dmiera@taosgov.com](mailto:dmiera@taosgov.com)

If to the Company:

Christopher and Valerie Maher  
28 Juan Martinez Road  
Arroyo Seco, New Mexico 87514

Or

PO Box 750  
Arroyo Seco, New Mexico 87514

Tel. (575) 776-2665  
e-mail: [cookingstudiotaos@mac.com](mailto:cookingstudiotaos@mac.com)

**Section 9: Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. In the event and to the extent (and only to the extent) unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or part of a provision of this Agreement. The parties agree that should judicial action invalidate this Agreement or related agreements, or any provisions thereof, the parties shall have no further obligation or liability to any other party with respect to the invalidated provisions.

**Section 10: Headings:** The heading and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement.

**Section 11: Counterparts:** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

**Section 12: Successors and Assigns:** This Agreement binds and inures to the benefit of the Town and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party.

**Section 13: Entire Agreement:** This Agreement represents the entire agreement of the parties on the subject hereof and supersedes all prior agreements or understandings between the parties, whether written or verbal. This Agreement may be amended or modified only in writing duly executed by both parties and the performance by any party of its obligations under this Agreement may be waived only in a written instrument duly executed by both parties.

Executed by the parties hereto as of the date of the last signature written below.

Town of Taos, New Mexico  
An incorporated Municipality of the State of New Mexico

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Darren M. Cordova, Mayor

ATTEST:

\_\_\_\_\_  
Renee Lucero, Town Clerk

Cooking Studio Taos, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher Maher, Owner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Valerie Maher, Owner



**December 14, 2010**

**Title:**

Rudy Perea, Senior Planner

**Summary:**

Consideration and approval of Ordinance 10-33; This ordinance amends the Town of Taos Zoning Map with respect to property located at 514 Paseo Del Pueblo Norte. The property owners, JB & Sherry Campbell filed a petition to change the zone of a .331+- acre parcel from a C-2 General Commercial Zone to an R-14 Multi-Family Residential Zone.

**Background:**

The Town of Taos Planning and Zoning Commission (P&Z) held a duly published, noticed, and posted meeting on the zone change on November 3, 2010 and the Planning and Zoning Commission recommended to the Town Council that such amendment to the Zoning Map as described in Exhibit "A" be approved with by the Town Council.

**Attachments:**

**Click to download**

- 📎 [Town of Taos Ordinance 10-33](#)
- 📎 [Staff Report on Ordinance 10-33](#)
- 📎 [Ord. 10-33 zone change map](#)

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 10:30 AM	Approved	Town Manager
12/3/2010 10:30 AM	Approved	Town Clerk



**TOWN OF TAOS  
ORDINANCE 10-33**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN  
OF TAOS**

**This ordinance amends the Town of Taos Official Zoning Map with respect to  
property located at 514 Paseo Del Pueblo Norte.**

**WHEREAS**, the property owners filed a petition to change the zone of a .331+- acre parcel from a C-2 General Commercial Zone to an R-14 Multi-Family Residential Zone; and

**WHEREAS**, the Planning and Zoning Commission has been delegated the responsibility for review of all changes to the Zoning Map, which is approved as part of the Land Use Development Code, and Ordinance of the Town of Taos; and

**WHEREAS**, the Town of Taos Planning and Zoning Commission (PZC) held a duly published, noticed, and posted meeting on the zone change on November 3, 2010 and the Planning and Zoning Commission recommended to the Town Council that such amendment to the Zoning Map as described in Exhibit "A" be approved with by the Town Council; and

**WHEREAS**, The Town Council held a public hearing on December 14, 2010; and

**WHEREAS**, the Town Council finds that the proposed zone change request meets the requirements set forth in the Town of Taos Land Use Development Code § 16-12.060.2 subsection (A) as follows:

1. The amendment is consistent with the direction and intent of the existing town of Taos master plan;
2. The amendment is consistent with the purpose and intent of town of Taos zoning regulations;
3. The amendment to this title is consistent with the existing land use in the affected neighborhood;

4. The benefit to the neighborhood will outweigh any potential adverse impact upon the surrounding properties;
5. The amendment to this title will not create a danger to the public health, safety, or welfare, nor cause an extraordinary public expense, or create a nuisance; and
6. The amendment is justified by the fact that the original zoning was in error, by change in condition in the vicinity, or by change in the town of Taos overall development policy. (Ord. 99-05, 1999)

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Town of Taos, meeting in Regular Session, this December 14, 2010, and after having held a public hearing on the matter, and after having reviewed the recommendation made by the Planning and Zoning Commission that the following Ordinance is hereby amended, adopted, approved and ratified:

Town of Taos ZONING MAP; Ordinance 99-05 is amended as follows:

#### **ORDINANCE 10-33**

A Zone Change from a C-2 General Commercial Zone to an R-14 Multi-Family Residential Zone. The property subject to this proposed Zone Change is located at 514 Paseo Del Pueblo Norte in the Town of Taos, New Mexico, more particularly described in attached survey plat and consisting of .331+- acres, more or less.

This ordinance amending the Official Zoning Map of the Town of Taos shall become effective as provided by law.

**ORDAINED, AMENDED, ADOPTED, APPROVED, AND RATIFIED** this 14th day of December, 2010 by the following vote:

Mayor Pro Tem Rudy C. Abeyta	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Amy J. Quintana	_____
Councilmember Michael A. Silva	_____

**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**



**ATTEST:**

**APPROVED AS TO FORM**

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**Renee Lucero, Town Clerk**

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**Allen Ferguson, Jr., Town Attorney**



**STAFF REPORT TO THE TOWN OF TAOS TOWN COUNCIL  
PLANNING AND ZONING DEPARTMENT  
CASE TYPE – ZONE CHANGE REQUEST**

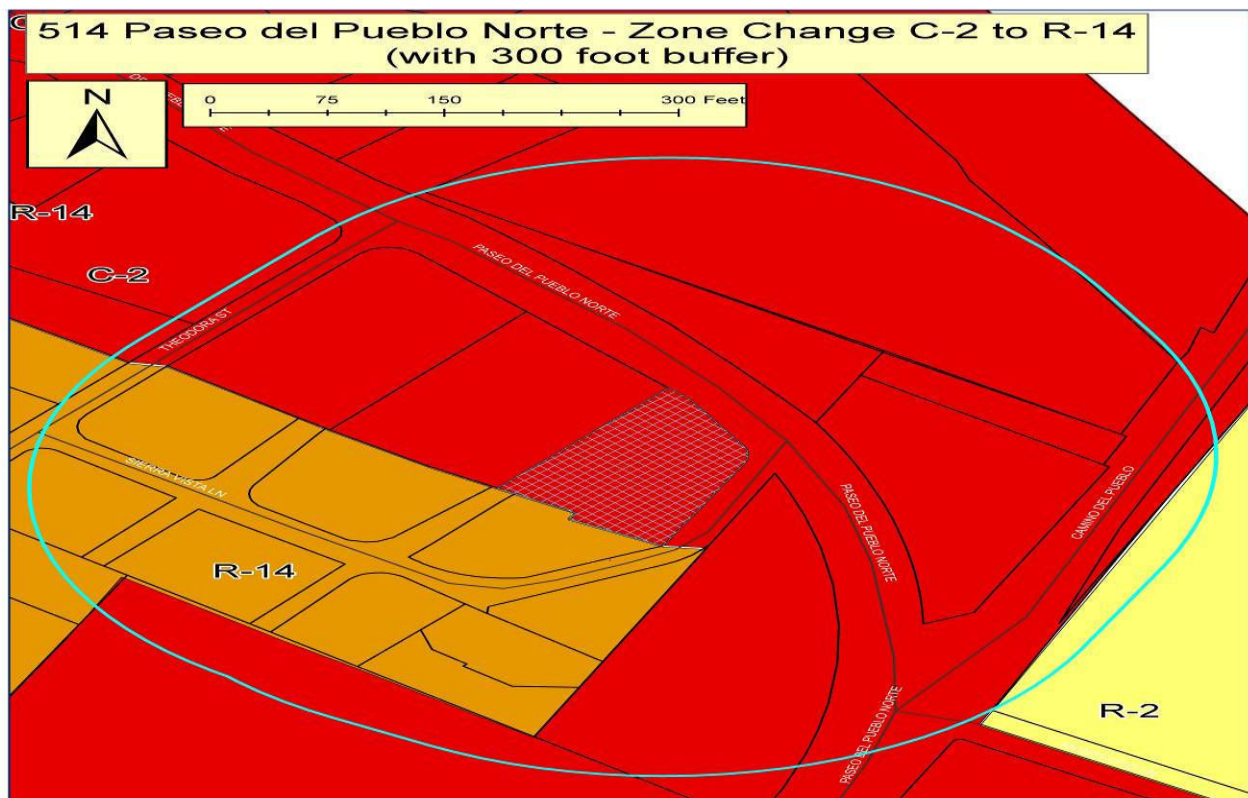
**Hearing Date:** 12-14-10

**Case Number:** ZC/CUP 2010-07

**Project Description/Location:**

This request by JB and Sherry Campbell is for a zone change for a .331 acre property located at 514 Paseo Del Pueblo Norte. The .331+- acre subject property is currently zoned C-2 General Commercial within the town limits of the Town of Taos. The applicants are requesting a zone change to R-14 Multi-Family Residential.

**Location Map (current zoning designation):**



	Existing Zoning	Existing Land Use
<b>Site</b>	C-2 General Commercial	Bed and Breakfast Business
<b>North</b>	C-2 General Commercial	Community Cemetery
<b>South</b>	R-14 Multi-Family Residential	Single Family Residential
<b>East</b>	R-2 Single-Family Residential	Single Family Residential
<b>West</b>	R-14 Multi-Family Residential	Single Family Residential

**Prior site actions:** There has been a variance granted on the subject property by the Town Council on an appeal made from the Town of Taos Planning and Zoning Commission through Case P&Z 2008-16.

**Staff Analysis:**

The applicants are requesting a zone change on the property located at 514 Paseo Del Pueblo Norte. What follows is Staff's analysis of this request as it was presented to the Planning and Zoning Commission by the Senior and Long Range Planners:

**Zone Change Request**

**“The amendment is consistent with the direction and intent of the existing Town of Taos Master Plan”**

This “Master Plan” is the Vision 2020 Master Plan adopted by the Town Council in 1999. Vision 2020 encourages mixed use development (e.g.- residential and commercial uses in close proximity to each other). Although there is no effective change to the land use on the property, the proposed zone change does encourage mixed use development within the neighborhood.

**“The amendment is consistent with the purpose and intent of Town of Taos zoning regulations”**

According to the LUDC, the R-14 Multi-Family Residential Zone *“is intended for multi-family dwellings in essentially residential urban areas where municipal water and wastewater services are supplied. Mixed use is encouraged in the R-14 Zone.”* Water and wastewater services are available on the property. The property is currently used as a Bed and Breakfast, not multi-family dwellings. The zone change will not create a change in use of the property. Additionally, because the proposed zone of R-14 Multi-Family Residential matches some adjacent properties existing R-14 Multi-Family

Residential Zoning, no spot zone will be created should the Town Council make the determination to approve this request.

**“The amendment to the Code is consistent with the existing land use in the affected neighborhood”**

The applicants meet the criteria of this section due to the existence of R-14 Multi-Family Residential Zoning to the south and west of the subject property.

**“The benefit to the neighborhood will outweigh any potential adverse impact upon the surrounding properties”**

The applicants meet the criteria of this section due to the fact that the requested down zoning from a full commercial zone to a residential zone gives adjacent property owners within the public notification area the ability to give input on any future commercial uses which may be proposed for the subject property. Public input would be required based on the criteria in 16.16.120.4 of the LUDC which mandates that a property owner in an R-14 Multi-Family Residential Zone obtain a Conditional Use Permit for any commercial use that is proposed for a property in this zone.

**“The amendment is justified by the fact that the original zoning was in error, by change in condition in the vicinity, or by change in the town of Taos overall development policy”**

The applicants do not comply with this criteria due to the fact that there was no error in zoning. This is clearly demonstrated on the Official Zoning Map of the Town of Taos which indicates that the properties immediately adjacent to the applicants’ property that abut the State Highway (i.e. Paseo Del Pueblo Norte) are designated as C-2 General Commercial. Additionally, there has been no change in the condition of the vicinity due to the fact that no existing businesses adjacent to the subject property that abut Paseo Del Pueblo Norte have converted to residential uses or zones. With regards to the criteria that addresses changes in the town’s overall development policy, the applicants’ request does comply with the tenets of Vision 2020 that encourage mixed residential/commercial uses.

**Issues related to this request**

SPECIFIC IMPACT AREA		ISSUE	CONDITION #
A.	Traffic	Not applicable	
B.	Parking	Not applicable	
C.	Lighting	Not applicable	
D.	Hours of Operation	Not applicable	
E.	Indoor/Outdoor Activities	Not applicable	
F.	Noise	Not applicable	

G.	Air Quality	Not applicable	
H.	Hazardous Materials	Not applicable	
I.	Crime Prevention (CPTED)	Not applicable	
J.	Other	Not applicable	

**2. Does the site plan comply with the requirements of the zoning code?**

Not  
applicable

**Public Comments Received:** As of the date of the writing of this report, no comments from property owners within the public hearing notification area have been received by the Town of Taos Planning and Zoning Department.

**External Agency Comments:** No external agency comments are required on this request.

**Discussions with Applicant/Agent:** This application was reviewed by the Town of Taos Planning and Zoning Commission as a public hearing at their regularly scheduled October 6<sup>th</sup>, 2010 and November 3<sup>rd</sup>, 2010 meetings. Additionally several discussions have taken place between Staff and the applicants regarding this application.

**Proposed conditions delivered to applicant on:** (date)

**Final staff report delivered to applicant on:** (date)

**ATTACHMENTS:**

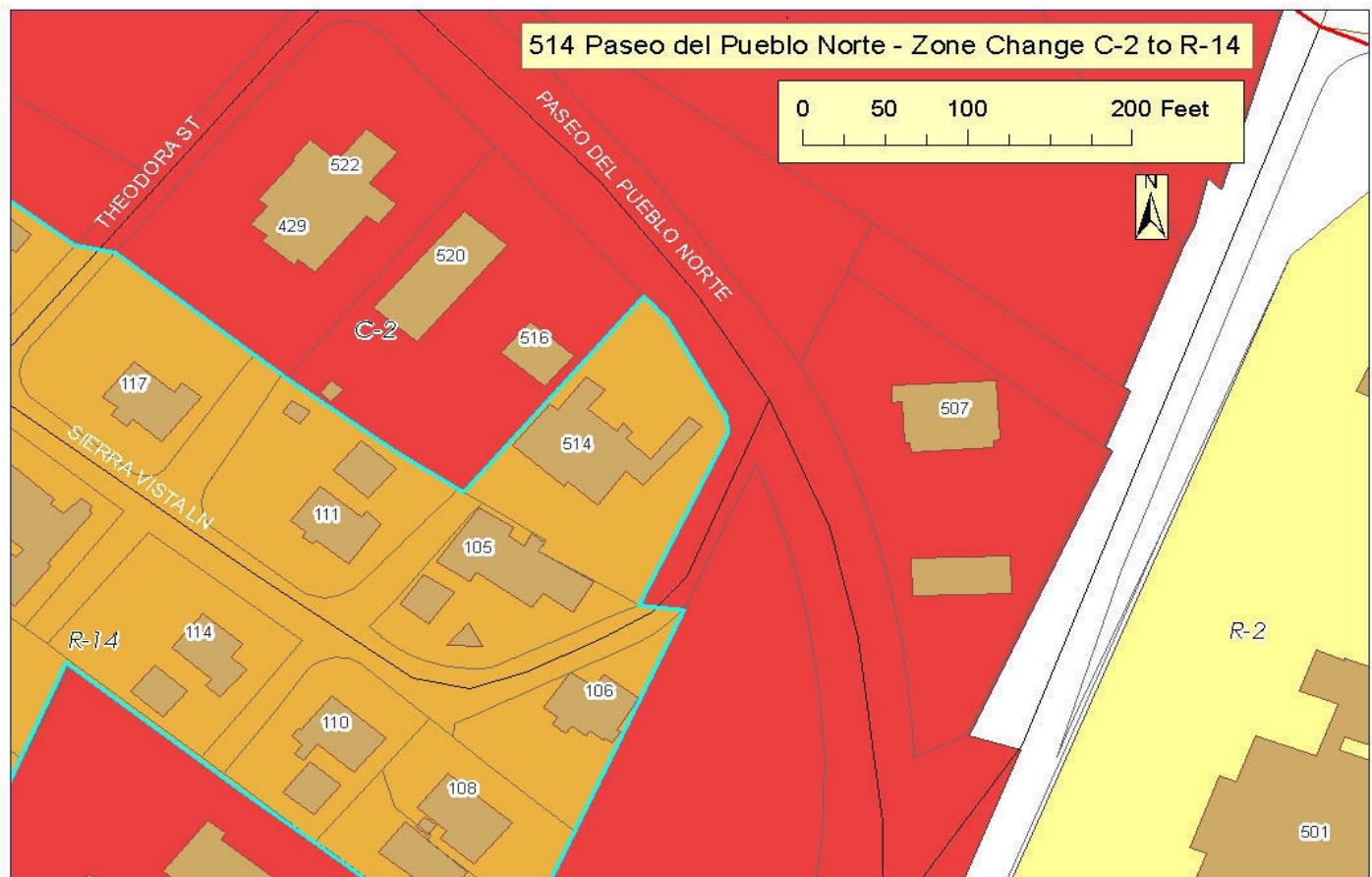
A	B	C	D
Planning and Zoning Commission Recommendations	Zoning Map (Proposed Zone)	Photos (if any)	External Agency Comments

**Project Planner:** Rudy D. Perea/Senior Planner 751-2035 rperea@taosgov.com

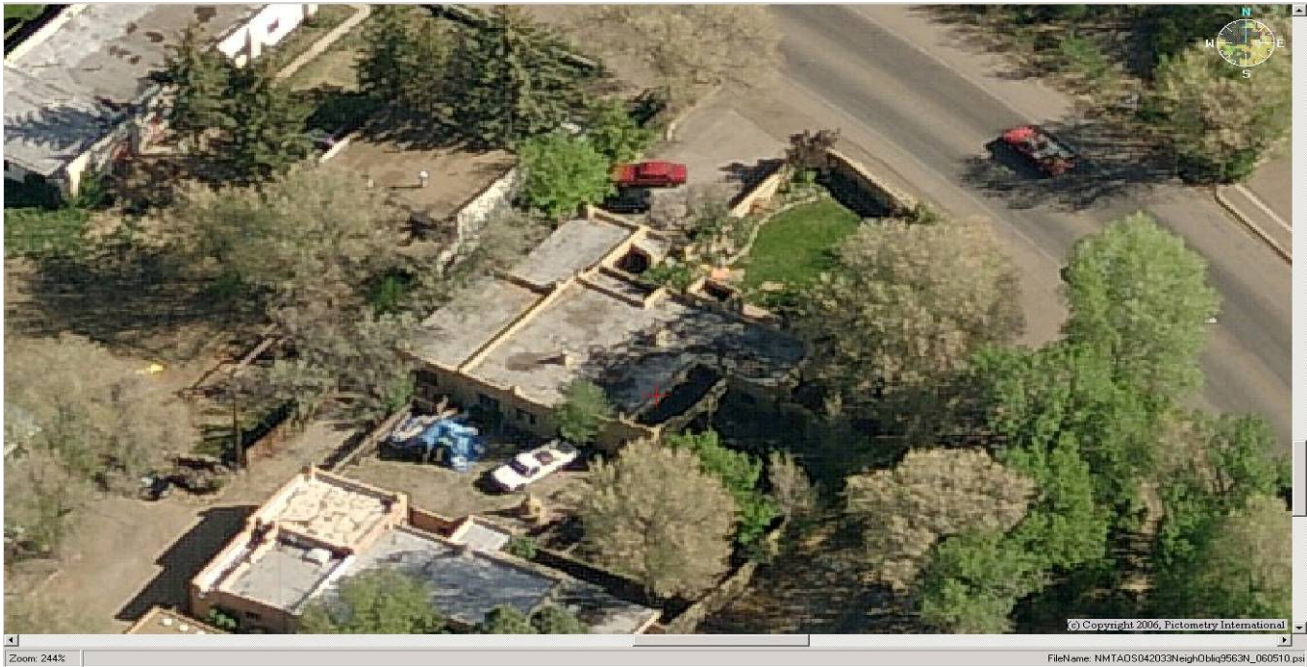
**Prepared By:** (Name and title) **Rudy D. Perea, Senior Planner** **Date:** **12/03/10**

**ATTACHMENT A****PLANNING AND ZONING COMMISSION RECOMMENDATIONS**

The Planning and Zoning Commission recommends that the Town of Taos Town Council **approve** the applicants' request for a zone change.

**ATTACHMENT B**  
**ZONING MAP (PROPOSED ZONING DESIGNATION)**

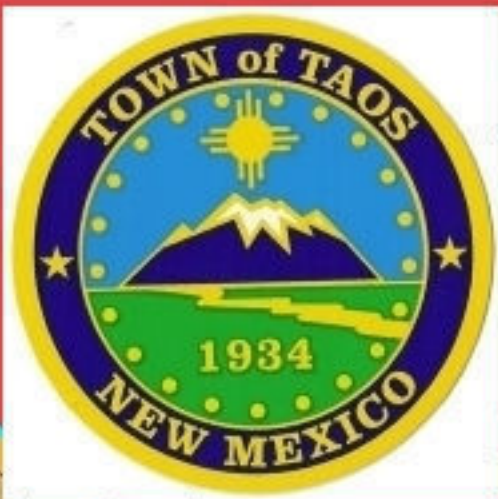
**ATTACHMENT C  
AERIAL PHOTO**



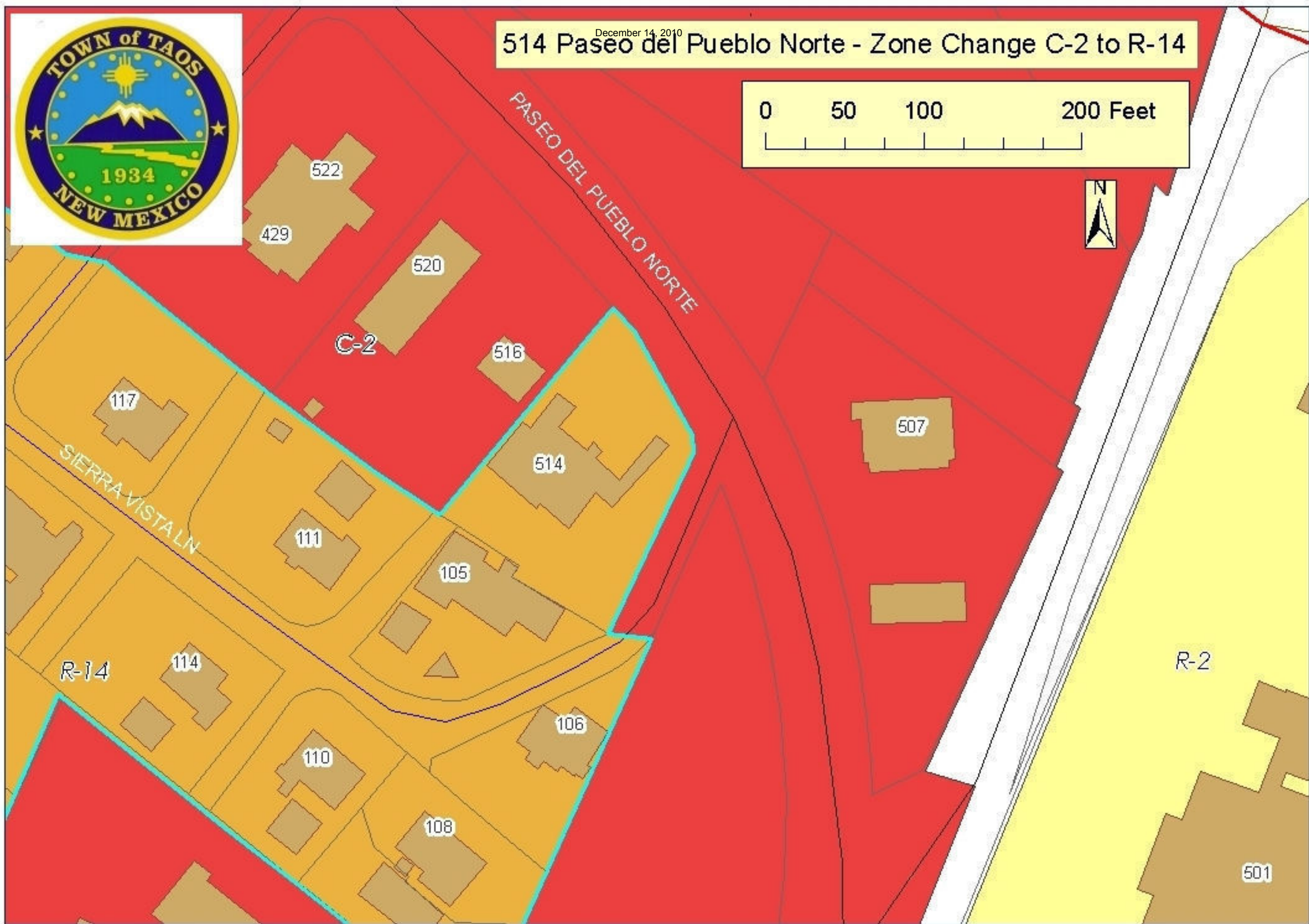
**ATTACHMENT D**

**NO EXTERNAL AGENCY COMMENTS ARE REQUIRED FOR THE APPLICANTS' REQUEST.**





December 14, 2010  
514 Paseo del Pueblo Norte - Zone Change C-2 to R-14







**December 14, 2010**

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**Title:**

Taos Convention Center

**Summary:**

Discussion and possible action regarding the use of the Convention Center.

**Background:**

**Attachments:**

**Click to download**

No Attachments Available

**APPROVALS:**

Date/Time:	Approval:	Department:
12/3/2010 9:43 AM	Approved	Town Manager
12/3/2010 9:44 AM	Approved	Town Clerk



**December 14, 2010**

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**Title:**

Town Manager

**Summary:**

Possible action regarding the terms of the Town Manager's employment agreement. ***(Item continued from the Special Meeting on December 3, 2010)***

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available

**APPROVALS:**

Date/Time:	Approval:	Department:
12/7/2010 2:38 PM	Approved	Town Clerk



**December 14, 2010**

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**Title:**

Executive Session

**Summary:**

The Council will adjourn to go into Executive Session pursuant to Open Meetings Act Section 10-15-1.H(7), meetings subject to attorney-client privilege pertaining to pending litigation in which the Town is a defendant, specifically, Taos County v. Town of Taos, Case No. CV 2010-596; and Town of Taos v. Hampton Inn regarding Bankruptcy Case No. 4ZL,LLC,d/b/a Hampton Inn of Taos, USBC Western Dist. Of La No. 10-20039.

**Background:**

**Attachments:**

**Click to download**

No Attachments Available

**APPROVALS:**

Date/Time:

12/6/2010 3:20 PM

Approval:

Approved

Department:

Town Clerk