



AGENDA
December 28, 2010
Regular Meeting
Town Council Chambers - 120 Civic Plaza Drive
1:30 PM

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

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. AWARDS AND RECOGNITIONS

A. Presentation of Proclamation

Mayor Cordova will present a proclamation supporting trees and Arbor Day celebrations.

B. Rick Anglada, Chief of Police

Chief Anglada would like to recognize Officer Mark Archuleta and Brady for assisting in the capture of an escapee from the county jail. Also, recognition of Officer Jani Davis and Sergeant Eric Thomas for their assistance in capturing a Federal ICE (Immigration Customs Enforcement) escapee.

6. 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.

7. CONSENT AGENDA

A. Cathy Connelly, Director, Public Relations

This is a request for a contractual amendment. It is based on today's, 12/28/10, Budget Adjustment Request (BAR) for Marketing #44001, in the total amount of \$103,000.00.

a) The amendment is #5 for the Griffin & Associates contract #TT-10-04, in the amount of \$94,000. This is the first contractual amendment request for the 2010-11 fiscal year. Approving this amendment will fully fund the direct marketing budget to its Council approved 2010-11 fiscal year total of \$424,800.00. This amount includes \$21,000 carried over from fiscal year budget 2009-10 for specific focus on sports/recreation marketing, and being spent during fiscal year 2010-11.

b) The \$9,000 balance as part of today's BAR, will also fully fund the local direct marketing budget. This will bring this budget to its approved \$82,000 level for fiscal year 2010-11.

c) The #44001 Town of Taos Marketing Budget for fiscal year 2010-11 totals \$506,800.00, and with today's BAR it is fully funded.

B. Francisco "French" Espinoza, Public Works Director

Consideration and approval of the purchase of a roll off truck in the amount of \$139,620. The purchase will be through State Contract No. 80-000-00-00002 as issued to Roberts Truck Center located in Albuquerque, New Mexico. The unit will include the chassis, body and the tarping system per New Mexico Department of Transportation specifications.

C. Manuel L. Pacheco, Buildings Director

Recommendation to award bid No. 10-11-10 and authorization for the Mayor to enter into a contract with 310 Solar LLC for Town Hall Photovoltaic System Addition in the amount of 268,014.00 exclusive of GRT. This project is funded by a grant awarded to the Town of Taos by the New Mexico Department of Energy, Minerals and Natural Resources using funds from the U.S. Department of Energy (DOE) as part of the American Recovery and Reinvestment Act (ARRA) of 2009. No town match is required.

D. Marietta Fambro, Finance Director

Consideration and approval of Contract No. TT-11-184 to Tyler Technologies for the upgrade to Incode Version 8 to Version 10, which includes migration services and training. The amount of the contract is estimated to be \$33,269 for migration and training services; \$19,437 for annual maintenance fees and \$6,954 for estimated travel expenses plus compensating tax of 5.125%. This is a sole source procurement since Tyler is the sole provider of the v.X version of the Tyler software.

E. Marietta Fambro, Finance Director

Consideration and approval of Resolution No. 10-75; Approving the disposition of obsolete equipment owned by the Town of Taos. Items included a HP laserjet printer; HP deskjet printer, Brothers printer, 10 folding tables, Honda snowblower, MADVAC towable vacuum and a Erskine rotary snowblower.

F. Marietta Fambro, Finance Director

Approval of Resolution 10-77 Budget Adjustment Request: **1) General Fund (11)** - Increase revenues and interfund transfer out in the amount of \$98,594 for continuation of the Taos Express-\$15,000; a portion of

the Marketing and Advertising-\$53,000; a portion amount to cover for an RFP to manage the Eco Park-\$30,594 and transfer from Executive budget to Council to cover a portion of Taos Local TV contract amendment-\$8,830. **2) Lodger's Tax Fund (23)** - Increase revenues and interfund transfer out in the amount of \$50,000 to cover a portion of the total amount of \$103,000 to cover expenditures related to the marketing and advertising program. **3) Lodger's Tax Promotional Fund (24)** - Increase interfund transfer in from General Fund for \$53,000 and \$50,000 from Lodger's Tax Fund and increase operating expense in the amount of \$103,000 to cover related expenditures to the marketing and advertising program through the end of the fiscal year. **4) Community Grants Fund (30)** - Increase interfund transfer in-\$15,000 and program revenues-\$3,000 and increase personnel and operating expenses in the amount of \$18,000 for continuation of the Taos Express program through the end of the fiscal year.

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

Consideration and approval of Resolution 10-80 establishing a Cooperative Agreement with the New Mexico Department of Transportation for Project Number SP-5-11(145) for pavement rehabilitation, improvements and reconstruction and drainage improvement of various local streets. The Town share is twenty-five percent (25%) of the total project at \$18,004.00, and the New Mexico Department of Transportation share is seventy-five percent (75%) at \$54,013.00 for a total project amount of \$72,017.00.

H. **Reuben Martinez, IT/ Tina Torres, Purchasing Agent**

Consideration and action to rename the contract presented at the December 14, 2010 meeting from TT-11-124 to TT-11-175 with Integrity Networking. The number was presented incorrectly. Everything else remains the same.

8. MATTERS FROM STAFF

A. **Francisco Espinoza, Public Works Director**

Consideration and approval of Resolution 10-82 requesting a time extension through June 30, 2011, to Grant Agreement D13034 with the New Mexico Department of Transportation for the construction of public roadways, streets and drainage, specifically Este Es Road.

B. **Marietta Fambro, Finance Director**

Consideration and approval of Resolution 10-78; Approving the transfer of 1,000 presentation folders to UNM-Taos Literacy Center and the transfer of 56 used skates to the City of Alamosa, Colorado.

9. PUBLIC HEARINGS

A. **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, November 23, 2010 and December 14, 2010)***

10. MATTERS FROM THE TOWN ATTORNEY

A. Allen Ferguson

Adoption of Resolution 10-81 waiving requirement of Town Code Sec. 3.100.060 that a Town employee who is a candidate for elective office take leave beginning 30 days before the election in the case of Joel Flory, Fleet Mechanic, who is running for the Questa School Board (election February 1, 2011), given the hardship to the Town of being deprived of Mr. Flory's services given the workload of the Department, especially during winter weather; PROVIDED, HOWEVER, that Mr. Flory not campaign on Town time and not use Town equipment or facilities for his campaigning.

11. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. Lodgers' Tax Advisory Board

Consideration and approval to appoint two members to serve on the Town of Taos Lodgers Tax Advisory Board with a two year term limit commencing January 1, 2011 through December 31, 2013.

B. Mayor Cordova

Appointment of Mayor Pro-Tempore - Town of Taos Ordinance No. 10-26 that was approved and adopted November 9, 2010 states the Town Councilors shall elect from their own body a Mayor Pro-Tempore to act in the absence of the Mayor, except as otherwise may be provided by the law or ordinance.

12. ADJOURNMENT

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

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 28, 2010

Title:

Presentation of Proclamation

Summary:

Mayor Cordova willl present a proclamation supporting trees and Arbor Day celebrations.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:

Approval:

Department:

Town Manager



December 28, 2010

Title:

Rick Anglada, Chief of Police

Summary:

Chief Anglada would like to recognize Officer Mark Archuleta and Brady for assisting in the capture of an escapee from the county jail. Also, recognition of Officer Jani Davis and Sergeant Eric Thomas for their assistance in capturing a Federal ICE (Immigration Customs Enforcement) escapee.

Background:

Recognition to three officers for jobs well done from the Police Chief.

Attachments:

Click to download

No Attachments Available

APPROVALS:

| | | |
|---------------------|-----------|--------------|
| Date/Time: | Approval: | Department: |
| 12/20/2010 9:56 AM | Approved | Town Manager |
| 12/20/2010 10:00 AM | Approved | Town Clerk |



December 28, 2010

Title:

Cathy Connelly, Director, Public Relations

Summary:

This is a request for a contractual amendment. It is based on today's, 12/28/10, Budget Adjustment Request (BAR) for Marketing #44001, in the total amount of \$103,000.00.

a) The amendment is #5 for the Griffin & Associates contract #TT-10-04, in the amount of \$94,000. This is the first contractual amendment request for the 2010-11 fiscal year.

Approving this amendment will fully fund the direct marketing budget to its Council approved 2010-11 fiscal year total of \$424,800.00. This amount includes \$21,000 carried over from fiscal year budget 2009-10 for specific focus on sports/recreation marketing, and being spent during fiscal year 2010-11.

b) The \$9,000 balance as part of today's BAR, will also fully fund the local direct marketing budget. This will bring this budget to its approved \$82,000 level for fiscal year 2010-11.

c) The #44001 Town of Taos Marketing Budget for fiscal year 2010-11 totals \$506,800.00, and with today's BAR it is fully funded.

Background:

Attachments:

Click to download

- [Scope of Work for Mid Year BAR Expenditures](#)
- [Amendment attachment D1, sports/recreation marketing](#)
- [Amendment No. 5 Griffin & Associates](#)

APPROVALS:

| | | |
|---------------------|-----------|--------------|
| Date/Time: | Approval: | Department: |
| 12/22/2010 11:02 AM | Approved | Town Manager |
| 12/22/2010 11:02 AM | Approved | Town Clerk |

#44001 Marketing Budget for 2010-11: approved budget by Council plus interim amounts funded as of 6/16/10. Intent is to fully fund by January, 2011, when mid year BARs are completed. [Blue indicates Mid Year Bar request.](#) Approved: \$506,800.00* Interim funded: \$403,800, GRT inclusive. This total includes \$20,000 for Taos sports/recreation marketing/Taos Sports Alliance, Scope of Work/Amendment Attachment D1.

44001 A: Direct Marketing/Advertising Spent Locally

| <i>Inclusive of GRT</i> | | | |
|--|----------------|---|---|
| Approved | Interim Funded | Mid Yr BAR: Requested local ad amounts to fully fund. | |
| Event Connected Advertising/Marketing | | | |
| Taos Solar Fest | 5,000 | 0 | 5,000 |
| Taos Fiesta Council | 15,000 | 15,000 | |
| Taos Plaza Live, Taos County Chamber | 2,000 | 2,000 | |
| Mother's Day Celebration, DMC | 6,000 | 6,000 | |
| Radio/online | | | |
| Fusion Marketing, 2 stations | 11,000 | 10,000 | 1,000 |
| DMC, 4 stations | 23,000 | 20,000 | 3,000 |
| KRZA nonprofit public radio, 1 station | 5,000 | 4,160 | 840 transfer from unused Horsefly amount |
| Print/Online | | | |
| Taos News | 11,000 | 11,000 | 1,575.05 transfer from unused Horsefly amount |
| Horsefly | 4,000 | 4,000 | -2,415.05 unused Horsefly; move to Taos News/KRZA |
| Local Ad Totals: | | 72,160 | 9,000 Local Ad Total Mid Year Request to fully fund |
| Total | | | 82,000 |

44001 B: Direct Griffin Tourism Advertising/Marketing Budget Spent Out of Area

| | |
|--|----------------|
| <i>Amounts showed for Griffin are exclusive of GRT, which is noted separately below.</i> | |
| Approved | Interim Funded |
| Taos Tourism Master Calendar | 11,000 |
| Wire service distribution, internet press releases | 9,000 |
| Clipping Service approved at \$10,000, but reduced and prepaid within Griffin's 2009-10 budget | 1,000 |
| E-magazine blasts to 1.7 million subscribers; weekly | 0 |
| Get Out of Town drive circle e-blasts | 0 |
| Graphic design of all materials, ads, signage, etc. | 2,530 |

Familiarization Tours for media/shows/group travel
Photography purchase/license for media, TVG guide, Sports/Recreation Marketing, Amendment D1
Online advertising - Time Warner Spongecell Tech, Pay per Click, NY Times geographic, etc.
Print advertising (required to leverage online, special guides such as Indian Market, and A-list only, i.e. Sunset mag)
Sweepstakes participation
Local Taos/Regional advertising on tourism outreach
Taos Express and other materials/rack card distribution
Banners, buttons, promo items; other misc.
Development, design, printing of tourism materials such as Historic Walking Tour brochure, Church tour.
Research/focus groups - online and regional
Drive circle focused ad program - print, radio, online in secondary target markets for long weekend getaways
Annual marketing theme micro web site
Opportunity Fund
Griffin Account management/community meetings/outr.
Public Relations/Free Media, including national/social
Taos Express is rolled into above advertising due to interim budget cuts
Enchanted Circle Marketing Group online/brochure
Taos Convention Center group/meetings promo
NMGRT (Albu 6.625%, Taos 8.0624%)
Direct Marketing/Out of Area Tourism Totals:

| | | |
|--------|-----------|-----------|
| 13,000 | 8,165 | 7,365 |
| 10,000 | 8,000 | |
| 20,000 | 20,000 | |
| 50,000 | 36,700 | 13,300 |
| 29,000 | 20,300 | 8,700 |
| 4,000 | 2,000 | 2,000 |
| 4,000 | 0 | 4,000 |
| 3,000 | 0 | 3,000 |
| 2,500 | 0 | 2,500 |
| 8,000 | 2,000 | 6,000 |
| 10,000 | 0 | 10,000 |
| 35,000 | 30,800 | 4,200 |
| 7,000 | 3,000 | 4,000 |
| 12,618 | 8,264 | 4,354 |
| 45,000 | 45,000 | |
| 52,000 | 42,640 | 9,360 |
| 0 | 0 | |
| 1,000 | 1,000 | |
| 10,000 | 10,000 | |
| 26,500 | 19,301.18 | 7,198.82 |
| | 310,640 | 94,000.00 |

Approx:

Direct Local and Out of Area Marketing -- Grand Total for Mid Yr Bar Request: \$103,000.00

ATTACHMENT D1
SCOPE OF WORK
Amendment No. 3

(Original Attachment D was for Amendment No. 1 to Contract TT-10-04 for Fiscal Year 2009/2010. Remaining balance of \$21,000.01 is for Fiscal Year 2010/2011 per Amendment No. 3 to Contract TT-10-04).

\$20,000 – for outreach, free media, advertising and marketing for sports/recreation/high altitude training in Taos.

\$1,000.01 – for general Taos tourism outreach, free media, advertising and marketing and those services that support the effort of bringing visitors to Taos and making sure their experience is a good one (maximizing return visits). A focus for these specific funds will be for internet education/promotion/advertising, participation in this year's State of New Mexico Region V media outreach, added print advertising in Taos' 800-mile drive circle, added radio promotions in Denver and Albuquerque, and underwriting of added promotional sweepstakes, which have proved very effective for Taos.

Total - \$21,000.01 – Inclusive of GRT (Amendment No. 3)

Per Amendment No. 4 amount was decreased by \$5,000.00

Per Amendment No. 5 amount was decreased by \$13,500.00

Total Amount \$2,500.00 (Amendment No. 5)



Contract No. TT-11-189
Executive Department

Amendment No. 5 to Contract TT-10-04

This Amendment is hereby made and entered into by and between the Town of Taos, a New Mexico Municipality (hereinafter "TOWN") and **Griffin and Associates** (hereinafter "CONTRACTOR") on this 28th day of December 2010.

WHEREAS, the parties have found it necessary to amend this contract; and

WHEREAS, both the TOWN and the CONTRACTOR agrees to the amended terms and conditions;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that this contract shall be amended to include the following terms and conditions:

1. Scope of Work shall be modified to include all services in Attachment G, attached to this amendment.
2. Compensation for this contract will **increase** by **\$80,500.00**. Total amount of this contract is now **\$762,015.00** inclusive of GRT. A decrease of \$13,500 will come from Attachment D (1) to amendment 3 of the original contract , attached hereto. The amount for Attachment D (1) to Amendment 3 will now be \$2,500.01. Attachment G will increase the contract amount by \$94,000.00.
3. All other terms and conditions previously agreed to in the original contract are hereby confirmed and ratified and continued in full force and effect.

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

CONTRACTOR

TOWN

 Contractor

 Darren M. Cordova, Mayor

 Contractor's GRT/CRS Number

Attested to by:

 Contractor's Federal Tax ID No.

 Renee Lucero, Town Clerk

Accounting Approval:

Legal Form Approved by:

 Marietta Fambro, Finance Director

 Allen R. Ferguson, Jr., Town Attorney

Line item #24-17-44005



December 28, 2010

Title:

Francisco "French" Espinoza, Public Works Director

Summary:

Consideration and approval of the purchase of a roll off truck in the amount of \$139,620. The purchase will be through State Contract No. 80-000-00-00002 as issued to Roberts Truck Center located in Albuquerque, New Mexico. The unit will include the chassis, body and the tarping system per New Mexico Department of Transportation specifications.

Background:

This purchase will be supported out of the Recycling Center and will be used for pulls at the center, landfill and waste water treatment facility.

Attachments:

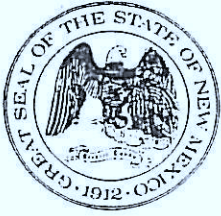
Click to download

 [State Contract](#)

 [quote](#)

APPROVALS:

| | | |
|--------------------|-----------|--------------|
| Date/Time: | Approval: | Department: |
| 12/17/2010 4:33 PM | Approved | Town Manager |
| 12/17/2010 4:33 PM | Approved | Town Clerk |



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

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

Awarded Vendor
2 Vendors

Telephone No. _____

Price Agreement
Amendment

Price Agreement Number: 80-000-00-00002

Price Agreement Amendment No.: Three

Term: November 6, 2008-October 23, 2010

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: Eric Sanchez

Telephone No.: (505) 827-0554

Commodity: Heavy Trucks

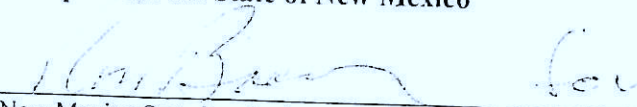
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 24, 2010 to October 23, 2011 at the same terms and conditions.

See attached page for Roberts Truck center showing cost increases for heavy trucks 1, 2, and 3. Vendor Rush Truck Centers of NM Inc. is 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: 10-6-10

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

ES

ROBERTS TRUCK CENTER

1623 Aspen Ave NW

Albuquerque, NM 87104

505-243-7883



INTERNATIONAL®



October 5, 2010

Kathy Sanchez
General Services Department
Office of the State Purchasing Agent

Kathy:

Subject: NM DOT Appendix "C" Cost Proposal Form-Heavy Truck RFP#80-000-00-00002

Roberts Truck Center, Albuquerque, NM would like to extend purchasing agreement SPD#80-000-00-00002 expiring on October 23, 2010 until October 23, 2011 with the following price adjustments:

For the last contract we showed the Federally Mandated emissions standard as a separate line item and this year we would like to roll those emissions cost up into one number which is reflected in the specific trucks below.

Truck #1, including options, will take a 1.5% increase that includes the Federally Mandated emissions standard that took effect on the last contract. New contract price to be \$70,698.

Truck #2, including options, will take a 2.5% increase that includes the Federally Mandated emissions standard that took effect on the last contract. New contract price to be \$85,933.

Truck #3, including options, will take a 2.2% increase that includes the Federally Mandated emissions standard that took effect on the last contract. New contract price to be \$104,908.

New contract pricing pages are attached.

Sincerely,

Robert Crawford
General Manager



1623 Aspen Ave NW
Albuquerque, NM 87104
505-243-7883



INTERNATIONAL



December 6, 2010
Town of Taos
400 Camino de la Placita
Taos, NM. 87571

Administrator:

I would like to thank you for your invitation to spec and price a Roll/Off Truck Under the State of New Mexico Contract Pricing with all warranties as per the state contract. The following is a break down on costing for the chassis and body. I have enclosed a pictures and specifications of the truck.

The Tractor is a 2010 or 2011 International 7600 Series Workstar, Price is = \$104,908.00

Option B- for a Allison (4000) transmission add (\$11,342.00)
Option H- Add can to trunion (\$421.00)
Option I- Add Over 24 in after frame (\$210.00)
Option J -Add dual Heated and Power adjust Mirrors (\$26.00)
Option X- Add Higher HP rating (\$673.00)

Clark Truck Equipment:

Roll/Off body add (\$26,334.00.00)
Tarp Option on Tarpér system (See Clark Equipment attached quote).

Truck Specification are per the State of New Mexico bid which is attached.

Total for chassis and body less tarper system = **(\$143,914.00)**

Vehicles Meet or Exceed all Specifications

All pricing is F.O.B. Town of Taos, NM.

Quote is without tax, title and License, which may need to be added.

If you have any question please do not hesitate to call me at your convenience.

Sincerely,

Richard Hawkins
Sales Representative
Cell Phone # 505-205-8304

Heavy Truck #3

Truck, cab & chassis, 58,000 pounds GVWR, straight truck with manual transmission (vocational), New current production model

Make offered..... INTERNATIONAL

Model offered..... 7000 SFA 6X4

Base price per unit.....\$ 104,908.00 Includes Engine Emission Surcharge.

Proposed as options:

- A. "fuller" ten-speed overdrive manual transmission to meet engine torque rating in lieu of thirteen speed (deduct) 352.00
RTLO16908LL
- B. "Allison" (4000 RDS) six (6) speed automatic trans-mission with pto capability in lieu of thirteen-speed add 11,342.00
- C. Additional parts book (cd rom if available) add 162.00
- D. Additional technical manual (cd rom if available) add 325.00
- E. Twenty thousand (20,000) pounds front axle with "Goodyear" 425/65r x 22.5 load range "I" tires and wheels to match axle rating add 1,157.00
- F. Forty six thousand (46,000) pounds rear suspension and "Meritor" axles "Hendrickson" (hmx 460) fifty-four inch spacing add 1,768.00
- G. Forty six thousand (46,000) pounds vocational air-ride rear suspension "Hendrickson" (pax 460) fifty-four inch spacing add 2,551.00
- H. One hundred forty eight (148) inches cab to trunion add 421.00
- I. Twenty four (24) inches after frame for water tank and oil distributor applications add 210.00
- J. Dual heated rear view (power adjust) mirrors add 26.00
- K. Front frame extension and engine crank pto Provision (delete-deduct) 132.00

| | |
|---|-------------------------------|
| L. Straight truck trailer air brakes system | (delete-deduct) <u>141.00</u> |
| M. Front bumper | (delete-deduct) <u>19.00</u> |
| N. Cold weather starting aid | (delete-deduct) <u>81.00</u> |
| O. Engine shut-down system | (delete-deduct) <u>N/A</u> |
| P. Fender guides | (delete-deduct) <u>78.00</u> |
| Q. Higher horsepower/torque ratings less front frame extension | add <u>673.00</u> ✓ |
| R. Factory installed auxiliary snow plow light switch and wiring harness | add <u>73.00</u> |
| S. Frontal air intake for snow removal operations | add <u>228.00</u> |
| T. High profile sliding fifth wheel, (Holland fw70) or prior approved equal. Catwalk, pogo stick, tractor air line package in lieu of straight truck trailer air package and seven way electrical cord | add <u>2,157.00</u> |
| U. Six (6) factory installed modular electrical auxiliary switches installed in dash with NMDOT nomenclature | add <u>353.00</u> |
| V. Six inch spotlight | add <u>473.00</u> |
| W. Factory or dealer installed outside thermometer with dual digital in-cab gauge display that reads outside ambient temperature and road temperature "road watch" (rw-1) | add <u>919.00</u> |
| X. Stainless steel full fenders | add <u>1,989.00</u> |
| Y. Head board to completely protect back of cab (cab height) and meet dot requirements. Heavy-duty aluminum headache rack with opening for rear window and provisions for storing a minimum of eight (8) chains and eight (8) boomers (lockable) with lower chain tray. Dual mini light bars one blue one amber as per NMDOT spec | add <u>2,000.00</u> |
| Z. Light pre-trip inspection (cycle all exterior lights) | add <u>N/C</u> |
| AA. gps unit (heavy duty h3400) | add <u>664.00</u> |
| BB. advanced communications and electronics (505-244-3321) | add <u>SEE AA</u> |

CC. fourteen thousand (14,000) pound front axle

(deduct) 805.00

DD. Engine diagnostic equipment (including all applicable Accessories
to connect to engine/transmission, LESS COMPUTER.

add 1,789.00

***** END OF OPTIONS *****

12/06/2010 14:53 5058808288

CLARK TRUCK EQUIPMENT

PAGE 01


CLARK
 TRUCK EQUIPMENT CO., INC. *"The Best Service"*

 501 Industrial Ave. NE /
 Telephone (505) 890-8222

P.O. BOX 3483

 Albuquerque, New Mexico 87190-3483
 Toll Free 1-800-678-2741 / Fax (505) 860-8288
 www.cte-nm.com

FAX COVER SHEET
 December 6, 2010

TO:
ATTENTION:
REGARDING:
PHONE:
FAX:
ROBERTS TRUCK
RICHARD HAWKINS
TAOS COUNTY ROLL-OFF
FROM: RHETT BUTLER
PHONE: 505-350-8289
FAX: 505-880-8288
EMAIL: Rhett@cte-nm.com

SUPPLY AND INSTALL ON YOUR CUSTOMER'S CAB AND CHASSIS WITH TANDEM AXLES AND A MINIMUM CT OF 186", THE FOLLOWING:

PALFINGER AMERICAN ROLLOFF MODEL ARO-60-22-IC WITH THE FOLLOWING SPECIFICATIONS:

60,000 LB CAPACITY
 HANDLES 22' ROLL-OFF CONTAINERS
 FRAME RAIL - OUTSIDE OR INSIDE
 RAILS 8" X 4" X 1/2" TUBE
 5 EA HIGH CARBON WEAR RESISTANT ROLLERS AND PINS ON EACH SIDE
 TUBULAR SUBFRAME 4" X 3" X 1/2"
 INTERCHANGEABLE LIFT AND REEVE CYLINDERS
 7/8" CABLE - EPIS 6 X 37 DOMESTIC WITH PEAR LINK
 AUTOMATIC FRONT CONTAINER LOCKS WITH SPRING
 SHEAVES WITH ALUMINUM BRONZE BUSHINGS
 REAR ROLLER INTEGRAL TO MAIN FRAME
 2 SECTION TANK MOUNTED CONTROL VALVE
 OUTSIDE CONTROLS STANDARD
 DUAL STICK INSIDE CONTROLS
 60 GALLON TANK WITH SHUTOFF AND 2" SUCTION LINE
 DUAL FILTERS - RETURN AND SUCTION WITH RELIEFS
 CHROMED CYLINDER RODS WITH 3 YEAR WORKMANSHIP WARRANTY
 HOT-SHIFT PTO AND DIRECT MOUNT PUMP RATED AT 45 GPM @ 1800 RPM
 STEEL DIAMOND PLATE FENDERS STANDARD
 SEALED BEAM LIGHTING WITH PLUG IN WIRE HARNESS
 OSHA REQUIRED BODY PROPS, REFLECTIVE TAPE AND BACKUP ALARM
 BODY UP LIGHT, MANUAL REAR CONTAINER HOLD DOWN WINCHES
 AUTOMATIC FOLDING ICC BUMPER
 FACTORY INSTALLED
 FOB ALBUQUERQUE NM

TOTAL: \$ 26,334.00

OPTIONS:

MANUAL TARPER, INSTALLED: \$ 3,600.00

AUTO TARPER INSTALLED: \$ 7,400.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR TRUCK EQUIPMENT NEEDS!

 RHETT BUTLER
 CELL 505-350-8289



December 28, 2010

Title:

Manuel L. Pacheco, Buildings Director

Summary:

Recommendation to award bid No. 10-11-10 and authorization for the Mayor to enter into a contract with 310 Solar LLC for Town Hall Photovoltaic System Addition in the amount of 268,014.00 exclusive of GRT. This project is funded by a grant awarded to the Town of Taos by the New Mexico Department of Energy, Minerals and Natural Resources using funds from the U.S. Department of Energy (DOE) as part of the American Recovery and Reinvestment Act (ARRA) of 2009. No town match is required.

Background:

Funding is to provide for the implementation of solar, energy efficiency and public awareness of renewable energy, reduction of energy consumption and the reduction of greenhouse gas emissions. This project will also include the installation of a photovoltaic (PV) system at Town Hall, energy audits of Town owned buildings, implementation of the High Performance Building Ordinance along with training and certifications for town staff i.e LEED AP (Leadership in Energy and Environmental Design Accredited Professional) and HERS (Home Energy Rating System) and finally, energy community outreach events.

Attachments:

Click to download

- 📎 [Bid 10-11-10: Bid Tab and Letter of recommendation](#)
- 📎 [Bid Tab](#)
- 📎 [Letter of Recommendation](#)

APPROVALS:

| | | |
|--------------------|-----------|--------------|
| Date/Time: | Approval: | Department: |
| 12/21/2010 1:33 PM | Approved | Town Manager |
| 12/21/2010 1:38 PM | Approved | Town Clerk |

BID FORM (Lump Sum or Unit Price)**BIDDER'S Name and Address:**

310 Solar LLC
 5811 Carmel Ave NE, Ste A
 Albuquerque, NM 87113

Telephone: 505-822-9200

Fax: 505-822-9201

Federal Tax ID #: 26-0844961

New Mexico Tax ID #: 03-11802-00-8

CID License # 354572

ITB NO.: BID 10-11-10

PROJECT NAME: TOWN HALL
 PHOTOVOLTAIC SYSTEM
 ADDITION

PROJECT NO.: BID 10-11-10

LOCATION: TOWN HALL

This Bid is submitted to Owner:

**TOWN OF TAOS
 400 CAMINO DE LA PLACITA
 TAOS, NM 87571
 ATTENTION: PROCUREMENT
 OFFICER**

By:

310 Solar LLC
 Steve House
 5811 Carmel Ave NE, Ste A
 Albuquerque, NM 87113

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Town of Taos Construction Contract the Owner in the form included in the Bidding Documents (subject to modification agreed to by the parties) to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. The Bidder shall sign and submit the Town of Taos Construction contract between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date it receives from Owner the final proposed form of contract with or reasonably promptly after the Owner's Notice of Award.

3. In submitting this Bid, the Bidder represents that:

A. the Bidder has examined copies of all the Bidding Documents and of the following

Addenda (receipt of all of which is hereby acknowledged):

| | | |
|--------------|---|-----------------------|
| No. <u>1</u> | Title: <u>Town Hall Photovoltaic System Addendum #1</u> | Date: <u>12-09-10</u> |
| No. _____ | Title: _____ | Date: _____ |
| No. _____ | Title: _____ | Date: _____ |
| No. _____ | Title: _____ | Date: _____ |
| No. _____ | Title: _____ | Date: _____ |

- B. the Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work;
- C. the Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Bidding Documents or other Information Available to Bidders and accepts the determination set forth in such documents and information available to bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely;
- D. the Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents;
- E. the Bidder has given the Design Professional written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and any written resolution thereof the Design Professional has provided is acceptable to the Bidder;
- F. this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;
- G. the Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner or the Design Professional pertaining to this project;

H. the Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Number, and Invitation to Bid Number; and,

I. the Bidder will complete the Work for the price(s) set forth in the Bid Schedule, provided with this book. **(do not include any gross receipts tax in the price(s)).**

4. Bids shall be presented in the form of a total Base Bid proposal on the Bid Schedule form provided stating a Unit Price for each listed item and for total bid amount plus any additive or deductive alternates that are selected by the Owner.. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted by the Owner.

5. Bidder and all Subcontractors certify that they carry all licenses required under New Mexico state law to complete the Work. Refer to Title 14 Housing and Construction of the New Mexico Administrative Code (NMAC), Chapter 6 Part 6, for a listing of classifications of licenses and certificates issued by CID required by law to perform the Work. Bidder must be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 12 NMSA 1978 and ensure that such licenses shall remain in effect for the duration of the Work and warranty periods. All electrical work, whether performed by Bidder or Bidder's Sub-Contractor, shall be performed by a licensed electrician.

(Design Professional to strike out subsection not applicable.)

A. LUMP SUM PRICE (please use typewriter or print legibly in ink) Base Bid (use words):

Two Hundred Fifty Four Thousand and No/00 Dollars

(\$ 254,000.00

)

Alternate 1 (add)(~~deduct~~)

Fourteen Thousand Fourteen and No/00 Dollars

(\$ 14,014.00

All specific cash allowances are included in the price(s) set forth above.

5. The Bidder agrees that:

A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than 60calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of \$ 300.00Dollars per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (**not including gross receipts tax**), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.

D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

- A. Bid Security with Agent's Affidavit;
- B. Subcontractors Listing;
- C. Campaign Disclosure
- D. A Copy of registration with the New Mexico Department of Workforce Solutions Labor Relations Division Public Works Bureau for the Public Works Minimum Wage Act is required for General Contractor and sub-contractor(s) submitting a bid over \$60,000.
- E Other

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract, included as part of the Bidding Documents, have the meanings assigned to them in those documents.

8. The Bidder is a(n):

A. **INDIVIDUAL;**

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Telephone: () _____

FAX: () _____

=====

B. PARTNERSHIP:

By: _____
 (Firm Name)

(General Partner's Signature)

Business address: _____

Telephone: () _____

FAX: () _____

C. CORPORATION: (Limited Liability Corporation)

Corporation Name: 310 Solar LLC

State of Incorporation: New Mexico

By John Paulson Title: Member
 (Print Name of Person Authorized to Sign)

* 

Signature of Authorized Person

If a New Mexico Corporation: 2928869
 NM Certificate of Incorporation Number

If a Foreign Corporation: _____
 Member NM Certificate of Authority Number

Attest (~~Secretary~~): Glen Hallipoli

Business address 5811 Carmel Ave NE, Ste A
Albuquerque, Nm 87113

Telephone: (505) 822-9200

FAX: (505) 822-9201

CORPORATE SEAL HERE

or,

D. JOINT VENTURE:

By _____
 (Name)
 Address: _____

 Telephone: (____) _____
 FAX: (____) _____

By _____
 (Name)
 Address: _____

 Telephone: (____) _____
 FAX: (____) _____

By _____
 (Name)
 Address: _____

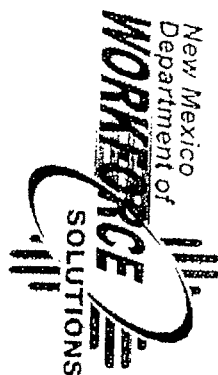
 Telephone: (____) _____
 FAX: (____) _____

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

BIDDER MUST FILL IN THE FOLLOWING (if none, write none)

NM License Number 354572 License Classification: GB98 and MM02

Public Works Minimum Wage Act Registration Number
 Department of Work Force Solutions Labor Relations Division # 01244520091223



Certificate of Public Works Registration

310 Solar, LLC

5811 Carmel NE

Albuquerque

NM

87113

Registration Date: 1/19/2010

3

Expiration Date: 1/19/2011

Registration Number 01244520091223

This Certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.

**COMBINED
LIST OF SUBCONTRACTORS
and
ASSIGNMENT OF ANTITRUST CLAIMS
by
CONTRACTOR, SUBCONTRACTORS,
SUBSUBCONTRACTORS, and SUPPLIERS**

EXAMPLE TRADES AND SUPPLIERS: SITE WORK, CONCRETE, MASONRY, FRAMING, LUMBER, STEEL, STEEL FABRICATION, ROOFING, EXTERIOR INSULATION AND FINISH, DRYWALL, DOORS, GLASS AND GLAZING, PLASTER, PAINTING, CARPET, RESILIENT, CONVEYING SYSTEMS, HVAC, CONTROLS, PLUMBING, SHEET METAL, ELECTRICAL

1. Subcontractor Listing shall be included with Bid as a condition of the Bid and be fully complete with regards to all Subcontractors providing services valued at \$5,000.00 or more, or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater pursuant to Section 13-4-34, NMSA 1978.

a. Subcontractor Listing shall be expanded after Bid by apparent low bidder if Awarded, and before Contract, to include major Suppliers and, each entity listed shall be signed by individual empowered to obligate Supplier, Subcontractor, or Subsubcontractor.

b. See Instructions to Bidders, Section 00100 Paragraph 4.5, Subcontractors, for rules regarding changes in this list after bidding.

2.

PROJECT NAME: TOWN HALL PHOTOVOLTAIC SYSTEM ADDITION

INVITATION TO BID NUMBER: INVITATION TO BID NUMBER: BID 10-11-10

The undersigned agrees that any and all claims which the firm may have or may incur to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to the Owner, but only to the extent that such overcharges are passed on to the Owner. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the Town of Taos, including the right to any treble damages attributable thereto.

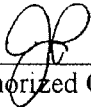
| | | | | |
|----------------|------------|--|--|--|
| SITE WORK | | | | |
| CONCRETE | | | | |
| MASONRY | | | | |
| FRAMING | | | | |
| STEEL ERECTION | | | | |
| ROOFING | | | | |
| INSULATION | | | | |
| DRYWALL | | | | |
| GLAZING | | | | |
| PLASTER | | | | |
| FLOORING | | | | |
| PAINTING | | | | |
| FURNISHINGS | | | | |
| LANDSCAPE | | | | |
| ELEVATOR | | | | |
| HVAC | | | | |
| CONTROLS | | | | |
| PLUMBING | | | | |
| ELECTRICAL | B-Electric | | | |
| SPECIAL SYST. | | | | |
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Important Note Related to Public Works Projects: Contractor and all tiers of subcontractors must be in compliance with the NM Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the NM Department of Workforce Solutions Labor Relations Division Public Works Bureau at the time of Bid (13-4-13.1 NMSA 1978), and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

[illegible]

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Use additional sheets if necessary.

Attest:  _____ 12-16-10
Authorized Officer Date

John Paulson

Name and title

310 Solar LLC

Name of Firm

*Place title of subcontractor specialty.

** Subcontractors contract range: In the column marked "Range", enter the letter corresponding to the subcontract amount.

A= Equal to or greater than \$5000 but less than \$15,000
B= Equal to or greater than \$15,000 but less than \$50,000
C= Equal to or greater than \$50,000

INSTRUCTIONS:

The Davis-Bacon Wage Rates and the State Minimum Wage Rate Determination and related documents issued for this specific project shall be inserted here.

NOTE: Not required if project is less than \$60,000

GENERAL DECISION: NM20100001 12/03/2010 NM1

Date: December 3, 2010

General Decision Number: NM20100001 12/03/2010

Superseded General Decision Number: NM20080001

State: New Mexico

Construction Type: Building

Counties: Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, De Baca, Dona Ana, Grant, Guadalupe, Harding, Hidalgo, Lincoln, Los Alamos, Luna, McKinley, Mora, Otero, Quay, Rio Arriba, Roosevelt, San Juan, San Miguel, Sandoval, Santa Fe, Sierra, Socorro, Taos, Torrance, Union and Valencia Counties in New Mexico.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 03/12/2010 |
| 1 | 04/09/2010 |
| 2 | 05/14/2010 |
| 3 | 06/04/2010 |
| 4 | 10/15/2010 |
| 5 | 11/05/2010 |
| 6 | 12/03/2010 |

ASBE0066-003 03/01/2009

CURRY, HARDING, LEA, QUAY, ROOSEVELT & UNION

| | Rates | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems and asbestos removal).... | \$ 18.38 | 8.13 |

ASBE0076-001 01/09/2010

Remaining Counties

| | Rates | Fringes |
|--|----------|---------|
| Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems and asbestos removal).... | \$ 28.16 | 11.06 |
| Asbestos Workers/Insulator LOS ALAMOS COUNTY..... | \$ 30.59 | 11.06 |

 BOIL0627-001 04/01/2010

STATEWIDE, EXCLUDING BERNALILLO, CIBOLA, MCKINLEY, RIO ARriba,
 SANDOVAL AND SOCORRO

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 31.92 | 21.42 |

 BRAZ0003-015 11/23/2009

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER (Bricklayer, Stone & Marble Mason, Pointer/Caulker)..... | \$ 24.62 | 4.57 |

 BRAZ0003-016 11/23/2009

| | Rates | Fringes |
|--|----------|---------|
| Mosaic & Terrazzo Worker, Tile Layer..... | \$ 24.62 | 4.57 |

 CARP0092-001 01/01/2008

| | Rates | Fringes |
|---|----------|---------|
| Carpenters: (Including Lathers and Piledrivermen)..... | \$ 22.26 | 6.20 |

 CARP1607-001 06/01/2009

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 26.38 | 8.42 |

 ELEC0583-001 12/01/2009

Dona Ana, Hidalgo, Luna and Otero Counties

| | Rates | Fringes |
|--------------------|----------|------------|
| Cable Splicer..... | \$ 19.69 | 4.25%+6.13 |
| ELECTRICIAN..... | \$ 27.30 | 4.25%+6.23 |

 * ELEC0611-002 11/01/2010

Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca,
 Grant, Guadalupe, Harding, Lincoln, McKinley, Mora, Quay, Rio
 Arriba, Roosevelt, San Juan, San Miguel, Sandoval, Santa Fe,
 Sierra, Socorro, Taos, Torrance, Union and Valencia Counties

| | Rates | Fringes |
|---------------|----------|---------|
| CABLE SPLICER | | |
| Zone A..... | \$ 30.58 | 5%+8.00 |
| Electrician | | |
| Zone A..... | \$ 28.30 | 9.52 |

Zone A shall be designated 12 miles from the Main Post Office of Artesia, Carlsbad, Hobbs and Lovington, New Mexico.

Zone B extending up to ten (10) miles beyond Zone A, rates shall be increased by 9% of Zone A wage rate

Zone C extending up to twenty eight (28) miles beyond Zone A, rates shall be increased by 15% of Zone A wage rate

Zone D anything beyond twenty eight (28) miles beyond Zone A, rates shall be increased by 26% of Zone A wage rate

* ELEC0611-003 11/01/2010

Los Alamos County

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 34.75 | 5%+8.00 |
| ELECTRICIAN..... | \$ 32.55 | 9.73 |

ELEV0131-001 01/01/2010

| | Rates | Fringes |
|----------------------|----------|---------|
| Elevator Constructor | | |
| Mechanic..... | \$ 34.84 | 20.24 |

FOOTNOTE: a. Under 5 years service 6%; over 5 years service 8%. 8-Paid Holidays: New Years Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thansksgiving Day, Friday after Thanksgiving Day, Christmas Day.

ENGI0953-004 11/01/2008

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| GROUP 1..... | \$ 19.21 | 5.70 |
| GROUP 2..... | \$ 21.06 | 5.70 |
| GROUP 3..... | \$ 21.45 | 5.70 |
| GROUP 4..... | \$ 21.83 | 5.70 |
| GROUP 5..... | \$ 21.99 | 5.70 |
| GROUP 6..... | \$ 22.17 | 5.70 |
| GROUP 7..... | \$ 22.27 | 5.70 |
| GROUP 8..... | \$ 24.85 | 5.70 |
| GROUP 9..... | \$ 26.90 | 5.70 |
| GROUP10..... | \$ 29.80 | 5.70 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Fireman, Oiler, Screedman, Scale op. such as Bin-a-Batch, Rubber Tired Farm Type Tractor, Tractors under 50 hp w/o Attachments, Brakeman, Concrete Curing Machine(Bridge Type).

GROUP 2: Rollers, Sheepsfoot or Pneumatic Self-Propelled w/o Dozer, Concrete Conveyor, Service Truck op. (Head Oiler), Air Compressor (600 CFM & Over), Pumps (6" & Over),

Screening

Plants, Concrete Mixers (Under 1 CY), Concrete Saw or Grinder-Span Type, 1 Drum Hoists, Elevating Belt Type Loaders, Lumber Stacker (Tractor Farm Type under 50 HP w/Attachments), Winch Trucks, Front End Loader (under 2 CY), Welding Machines, Cat Head Winch, Power Plants which generate over 15 KW, Oiler with CDL, Concrete Curbing Machine.

GROUP 3: Bituminous Distributors, Boilers, Retort & Hot Oil Heaters Concrete Mixers, (1 CY & Over), Concrete Paver-Single Drum, Drilling Equipment, Shaft and Tunnel Equipment: Refrigeration, Slusher, Jumbo forms, Trenching Machines (all Types), Pump Crete & Guniting Machines, Slipform Paver, Mechanical Bullfloats, Concrete Slab Spreading Machine, Concrete Slab Finishing Machine, Asphalt Plants, Bituminous Finishing Machines, Crushing Plants, Certified Forklift.

GROUP 4: Front End Loaders (2 thru 10 CY), Rollers Steel Wheeled-All Types, Bulldozer, Scrapers (Motor or Towed), Elevating Graders; Concrete Batching Plants, Self-Propelled Rollers - Equipped w/Dozer, Twin-Bowl Scrapers and Quad 8 or 9 Pushers (\$.35 Over Basic Rate), Three Bowl Scrapers (\$.60 Over Basic Rate), Bobcat w/Hydraulic Backhoes with buckets up to one and one quarter cubic yards, Motor Grader (Rough), Small Articulating Trucks.

GROUP 5: Concrete Paver, Double Drum, Two Drum Hoist, Auto Fine Grader, Cat Crane, Hysters, Forklift over 2,000 lbs. Lifting Capacity

GROUP 6: Mucking Machines-All Types, Tractor with Hydraulic Backhoe, Backhoes with Buckets up to one and one quarter cubic yards.

GROUP 7: Steam Engineers, Loaders (Front end over 10 cubic yards), Concrete Pump (Snorkel Type), Heavy Equipment Low Boy Driver with CDL, Mining Machine, Roof Bolting Machine, Shuttle Car.

GROUP 8: All Shovel Type Equipment, Side Boom Cats, Cranes, Draglines, Track or Excavator Backhoe, Backhoes with Buckets over one and one quarter cubic yards, Derricks, Guy and Stiff Leg, Pipemobile (No.2 Operator), Pile Driver, Shovel (wheel type), Boring Machine (tunnel or shaft mode), Pipe Mobile, Motor Grader (finish), Mechanic, Welder, Mobile Pipeline Inspection Camera, Operator/Rigger, Continuous Mining Machine, VAC Jet Rodder

GROUP 9: Hydraulic Cranes with less than 50 feet of boom (20 tons & under) including Boom Trucks

GROUP 10: Hydraulic Cranes and Boom Trucks (20 tons & over), Cranes and Draglines with booms and jibs over 150 feet through 199 feet, Cranes 200 feet and over

IRON0495-001 12/01/2009

Rates

Fringes

IRONWORKER

| | | |
|--|----------|-------|
| Ornamental; Structural and Reinforcing..... | \$ 25.50 | 10.98 |
|--|----------|-------|

LABO0016-001 06/01/2009

| | | |
|--|-------|---------|
| | Rates | Fringes |
|--|-------|---------|

LABORER

| | | |
|--------------|----------|------|
| GROUP 1..... | \$ 15.44 | 4.86 |
| GROUP 2..... | \$ 16.09 | 4.86 |
| GROUP 3..... | \$ 17.06 | 4.86 |
| GROUP 4..... | \$ 19.29 | 4.86 |

LABORER CLASSIFICATIONS

GROUP 1: Chainmen, Stakedrivers, Stake Hopper, Heater Tenders, Window Cleaning and Clean Up, Unloading of Furniture and Fixtures. (Chainman and Stakedrivers working solely for an engineering firm are not subject to this agreement.)

GROUP 2: Carpenter Tenders, Concrete Workers, Concrete Buggy Operators, Industrial and Plant Laborers, Fire Watch, Swinging Scaffolds Tender, Flagman, Landscaping and Planter, Fence Builder, Guardrail Builder, Fine Grader, Form Stripper, Gabian Basket Builders, Rip Rap Stoneman, Drywall Stocking and Handling, Fly Ash Vacuum Operator, Man Hole Builder, Tool Room Person and Checker on Jobsite.

GROUP 3: Electric Air and Gas Operated Power Tools, Asphalt Rakers, Chain Saw Operators, Oxy Gasoline Torch Operators, Cutting Torch Operators or Burner Person, Guniting Rebound Men, Fog Machine Operators, Power Buggy Operators, Rodmen, Sandblasters (potmen), Wagon Drill and Diamond Core Driller, Air Track, Drill Operator Hydraulic Core Drill Diamond, Tenders Outside with Pumps under 6", Concrete Burners, Cement Mason Tenders, Plasterers Hodcarriers, Mortar Mixer, Plaster Spreader Operators, Plaster Tenders, Guniting Nozzlemen, Pipelayer, Pumpcrete Nozzlemen, Powdermen Tender Demolition, Grade Checker, Vibrator Operator, Concrete Saw Operators, Stone Mason Tender, Jack Hammer and Chipping Hammer Operator, Green Cutter High Pressure Air and Water on Concrete Blaster, Pipelayer (includes but not limited to water pipe, sewer pipe, drainage pipe, pvc, and all underground tile, pipe), Cast Iron Concrete pipe, unloading, handling, distribution, and installation, Scaffold Worker.

GROUP 4: Asbestos Abatement Laborer, Toxic and Hazardous Waste Removal Laborer, Lead Base Paint Removal Laborer, Laborer/Concrete Specialist, Pest Technician (Licensed by the Bureau of Rodent Management), State Licensed Powder man and, Blaster, Laborers AGC Certified Scaffold Builder Laborer, or Hydromobile Scaffold Builder, Radiation Worker II.

PAIN0823-002 04/01/2007

| | Rates | Fringes |
|---------------------------|----------|---------|
| GLAZIER..... | \$ 20.55 | 4.61 |
| ----- | | |
| * PAIN0823-003 04/01/2010 | | |

| | Rates | Fringes |
|---------------------|-----------|---------|
| FLOOR LAYER: Carpet | | |
| Zone I..... | \$ 20.74 | 5.03 |
| Zone II..... | \$ 21.74 | 5.03 |
| Zone III..... | \$ 23.865 | 5.03 |

SOFT FLOOR LAYER ZONE DEFINITIONS

Free Zone: An area within a 30 mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone I. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

ZONE I -- Up to 30 miles
 ZONE II -- 30 to 75 miles
 ZONE III - 75 miles and beyond

Albuquerque, Santa Fe and Belen shall be considered Zone I.

 * PAIN0823-004 04/01/2010

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Brush, roller, spray and special coatings; Sand blaster, Striping machine operator, Sign painter and Wall coverer | | |
| Zone 1..... | \$ 16.60 | 4.40 |
| Zone 2..... | \$ 17.60 | 4.40 |
| Zone 3..... | \$ 19.10 | 4.40 |

PAINTERS ZONE DEFINITIONS

Free Zone: An area within a 30 mile radius of the main post office of the city or town where an employee permanently resides at the time of hire shall be considered Zone I. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

ZONE 1 - BASE PAY UP TO 30 MILES
 ZONE 2 - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
 ZONE 3 - EXTENDING 75 MILES AND BEYOND

Albuquerque, Santa Fe and Belen shall be considered in Zone I.

 PAIN0823-006 04/01/2010

| | Rates | Fringes |
|------------------------|-------|---------|
| DRYWALL FINISHER/TAPER | | |

| | | |
|-------------------------|----------|------|
| Ames Tool Operator..... | \$ 23.64 | 4.35 |
| Hand Finisher/Machine | | |
| Texture..... | \$ 22.64 | 4.35 |

PAINTERS ZONE DEFINITIONS

Free Zone: An area within a 30 mile radius of the main post office of the city or town where an employee permanently resides at the time of hire shall be considered Zone I. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

ZONE 1 - BASE PAY UP TO 30 MILES
 ZONE 2 - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
 ZONE 3 - EXTENDING 75 MILES AND BEYOND

Albuquerque, Santa Fe and Belen shall be considered in Zone I.

 PLAS0254-001 06/01/2009

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 19.42 | 8.70 |

 PLAS0254-002 06/01/2009

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 21.17 | 7.15 |

 PLUM0412-001 04/01/2010

| | Rates | Fringes |
|----------------------------|----------|---------|
| Plumbers and Pipefitters | | |
| LOS ALAMOS, SOUTH MESA, | | |
| McGREGOR RANGE, WHITE | | |
| SANDS MISSILE RANGE AND/OR | | |
| PROVING GROUNDS..... | \$ 29.10 | 11.05 |
| REMAINING COUNTIES..... | \$ 28.30 | 11.05 |

 ROOF0123-003 10/01/2009

STATEWIDE EXCEPT FOR NAVAJO RESERVATION

| | Rates | Fringes |
|-----------------------------|----------|---------|
| ROOFER, Including Built Up, | | |
| Composition and Single Ply | | |
| Roofs..... | \$ 19.59 | 6.13 |

 ROOF0135-003 06/01/2005

NAVAJO RESERVATION ONLY

| | Rates | Fringes |
|-----------------------------|----------|---------|
| ROOFER, Including Built Up, | | |
| Composition and Single Ply | | |
| Roofs..... | \$ 13.50 | 2.30 |

 SHEE0049-001 04/01/2010

REMAINING COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| Sheet metal worker | | |
| Zone 1..... | \$ 27.78 | 14.56 |
| Zone 2..... | \$ 28.78 | 14.59 |

Zone 1 - All Other Work

Zone 2 - Work on Electrical generation plants, Co-generation
 plants 50 megawatts and over, Refineries, Natural & LP Gas
 plants, Mills, Mines & Concentrators

 SHEE0049-002 04/01/2010

LOS ALAMOS

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 29.78 | 14.62 |

 SUNM1993-001 08/11/1993

| | Rates | Fringes |
|--|----------|---------|
| SPRINKLER FITTER | | |
| Bernalillo, Los Alamos & Santa Fe Counties..... | \$ 15.55 | |
| Otero County..... | \$ 17.45 | 3.75 |
| Remaining Counties (Except Dona Ana)..... | \$ 16.06 | 2.95 |

 * TEAM0492-002 10/10/2010

| | Rates | Fringes |
|---|----------|---------|
| TRUCK DRIVER (Light Commercial-Zone 1) | | |
| GROUP 1..... | \$ 11.35 | 6.00 |
| GROUP 2..... | \$ 11.54 | 6.00 |
| GROUP 3..... | \$ 11.92 | 6.00 |
| GROUP 4..... | \$ 11.94 | 6.00 |
| GROUP 5..... | \$ 12.00 | 6.00 |
| GROUP 6..... | \$ 12.12 | 6.00 |
| GROUP 7..... | \$ 12.23 | 6.00 |
| GROUP 8..... | \$ 12.39 | 6.00 |
| GROUP 9..... | \$ 12.55 | 6.00 |
| TRUCK DRIVER (Light Commercial-Zone 2) | | |
| GROUP 1..... | \$ 13.05 | 6.00 |
| GROUP 2..... | \$ 13.25 | 6.00 |
| GROUP 3..... | \$ 13.62 | 6.00 |
| GROUP 4..... | \$ 13.64 | 6.00 |
| GROUP 5..... | \$ 13.70 | 6.00 |
| GROUP 6..... | \$ 13.83 | 6.00 |
| GROUP 8..... | \$ 14.08 | 6.00 |

| | | |
|--|----------|------|
| GROUP 9..... | \$ 14.34 | 6.00 |
| TRUCK DRIVER (Light Commercial-Zone 3) | | |
| GROUP 1..... | \$ 13.55 | 6.00 |
| GROUP 2..... | \$ 13.75 | 6.00 |
| GROUP 3..... | \$ 14.12 | 6.00 |
| GROUP 4..... | \$ 14.12 | 6.00 |
| GROUP 5..... | \$ 14.20 | 6.00 |
| GROUP 6..... | \$ 14.31 | 6.00 |
| GROUP 7..... | \$ 14.41 | 6.00 |
| GROUP 8..... | \$ 14.57 | 6.00 |
| GROUP 9..... | \$ 14.75 | 6.00 |
| TRUCK DRIVER (Zone 1) | | |
| GROUP 1..... | \$ 14.76 | 6.25 |
| GROUP 2..... | \$ 15.00 | 6.25 |
| GROUP 3..... | \$ 15.50 | 6.25 |
| GROUP 4..... | \$ 15.51 | 6.25 |
| GROUP 5..... | \$ 15.60 | 6.25 |
| GROUP 6..... | \$ 15.75 | 6.25 |
| GROUP 7..... | \$ 15.90 | 6.25 |
| GROUP 8..... | \$ 16.11 | 6.25 |
| GROUP 9..... | \$ 16.32 | 6.25 |
| TRUCK DRIVER (Zone 2) | | |
| GROUP 1..... | \$ 16.97 | 6.25 |
| GROUP 2..... | \$ 17.25 | 6.25 |
| GROUP 3..... | \$ 17.72 | 6.25 |
| GROUP 4..... | \$ 17.74 | 6.25 |
| GROUP 5..... | \$ 17.80 | 6.25 |
| GROUP 6..... | \$ 17.97 | 6.25 |
| GROUP 7..... | \$ 18.11 | 6.25 |
| GROUP 8..... | \$ 18.31 | 6.25 |
| GROUP 9..... | \$ 18.54 | 6.25 |
| TRUCK DRIVER (Zone 3) | | |
| GROUP 1..... | \$ 17.62 | 6.25 |
| GROUP 2..... | \$ 17.87 | 6.25 |
| GROUP 3..... | \$ 18.36 | 6.25 |
| GROUP 4..... | \$ 18.36 | 6.25 |
| GROUP 5..... | \$ 18.45 | 6.25 |
| GROUP 6..... | \$ 18.61 | 6.25 |
| GROUP 7..... | \$ 18.74 | 6.25 |
| GROUP 8..... | \$ 18.94 | 6.25 |
| GROUP 9..... | \$ 19.17 | 6.25 |

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pickup 3/4 Ton and Under, Lubrication, Light Tire Repair and Washer, Swamper, 2 or 4 and up.

GROUP 2: Dump or Batch Truck Under 8 C.Y.W.L.: Flat Bed (bobtail) 2 Ton and Under, Warehouseman including Material Check, Fork Lift Under 5 Tons

GROUP 3: Dump Trucks (Including All Highway and Off Highway) 8 up to 16 C.Y.W.L.C.; Water, Fuel or Oil Trucks Less Than 3,000 gallon Flat Bed (bobtail) Over 2 Tons.

GROUP 4: Distributor Driver, Heavy Tire Repair, Lumber Carrier Driver, Young Buggy or Similar Equipment, Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment, Scissor Truck, Bulk Cement Bobtail 2 or 3 Axle, Semi-Trailer (Flat

Bed or Van Single Axle) Forklift 5 Ton and over.

GROUP 5: Dumpsters and Dumpcrete Driver; Water, Fuel or Oil Trucks 3,000 to 6,000 Gallons; Lowboys and Light Equipment Driver; Euclid Type Tank Wagon Under 6,000 Gallons.

GROUP 6: Vacuum Truck; Dump Trucks (including all highway and off-highway 16 up to 22 C.Y.W.L.C.)

GROUP 7: Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck Type Spreader Box Driver; Slurry Truck Driver Bulk Cement Driver; Semi-Doubles; 4 Axle Bobtail; Winch Truck and "A" Frame; Dump Truck (including all Highway and Off-Highway) 22 CY up to 35 C.Y.W.L.C.

GROUP 8: Euclid Diesel Power Turnarocker; Terra Cobra-DW20-Tourneau Pulls and Similar Diesel Powered Equipment when used to haul Materials and Assigned to a Teamster-Lowboy Heavy Equipment Driver; Water, Fuel and Oil Trucks 6,000 Gallons and Over Including Tank Wagon Drivers, Semi-Trailer Driver (Flat-Bed or Van Tandems); Light Equipment Mechanic; Dump Trucks (Including All Highway and Off-Highway) 35 C.Y.W.L.C. and Over; Truck and Trailer or Semi-Trailer (Flatbed); eject all.

GROUP 9: Lowboy (Heavy Equipment Double Gooseneck); Heavy Equipment Mechanic; Welder (Body and Fender Men).

TRUCK DRIVERS ZONE PAY BASING POINTS AND DEFINITIONS LISTED BELOW FOR BUILDING AND HEAVY CONSTRUCTION - BASING POINTS ARE AS FOLLOWS:

ALAMOGORDO, ALBUQUERQUE, ARTESIA, BAYARD, BELEN, CARLSBAD, CLOVIS, DEMING, ESPANOLA, EUNICE, FARMINGTON, GALLUP, GRANTS, HOBBS, LAS CRUCES, LAS VEGAS, LORDSBURG, LOVINGTON, PORTALES, RATON, ROSWELL, RUIDOSO, SANTA FE, SANTA ROSE, SILVER CITY, SOCORRO, TAOS, TUCUMCARI

ZONE I Projects within 15 miles from the starting points above.

ZONE II Projects 15 or more road miles but less than 35 miles from above, includes all of Los Alamos County.

ZONE III Projects more than 35 road miles, or more from above.

FOOTNOTE:

**LIGHT COMMERCIAL DEFINITION structures for which the major support system is wood frame construction also includes convenience stores, fast food restaurants, service stations & motels up to 2 stories high.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

DISCLOSURE OF CONTRIBUTIONS applies to contributions made to the following Public
Officials: DARREN CORDOVA, MAYOR

COUNCIL MEMBERS:

AMY QUINTANA EUGENE (GENE) SANCHEZ
MICHAEL SILVA RUDY C. ABEYTA

Contribution made by: _____ N/A _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contributions(s) _____

Nature of Contributions (s) _____

Purpose of Contributions(s) _____

Signature

Date

Title (position)

OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY
DOLLARS (\$250) WERE MADE to an applicable official by me, a family member or
representative

Signature

12-16-10

Date

Member

Title (Position)

U. S. SPECIALTY INSURANCE COMPANY

601 S. Figueroa St., Suite 1600, Los Angeles CA 90017 (310) 649-0990 FAX (310) 649-0416



Bond No. _____ N/A

BID BOND

The language in this document conforms to the language used in American Institute of Architects (AIA) Document A310, February, 1970 edition.

KNOW ALL MEN BY THESE PRESENTS, that we 310 Solar, LLC
Contractor (Name and Address)

as Principal, hereinafter called the Principal, and U. S. SPECIALTY INSURANCE COMPANY

a Texas corporation, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Taos, 400 Camino de la Placita, Taos, NM 87571

Owner (Name and Address)

as Obligor, hereinafter called the Obligor, in the sum of Five Percent
_____ Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Town Hall Photovoltaic System Addition
(Name, Address and Description of Project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th, day of December, 2010

310 Solar, LLC
(Principal) (Seal)

By _____

Name: Steve House
Title: member

U. S. SPECIALTY INSURANCE COMPANY
(Seal)

By Sharon Steving
Sharon Steving Attorney-in-Fact

THIS FORM MUST BE
ATTACHED TO BID BOND

REVIEW AND APPROVAL:

This Bond has been executed by a Surety named in the current list of "companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

APPROVED:

Date:

Owner's Representative or Governing Authority

POWER OF ATTORNEY

(To be used with bonds issued on behalf of U.S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melissa Thompson or Sharon Steving of Albuquerque, New Mexico

its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Two Hundred Thousand***** Dollars (\$ ***200,000.00***) and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 2nd day of January, 2008.

Corporate Seal



U.S. SPECIALTY INSURANCE COMPANY
By

State of California

County of Los Angeles ss:

Adam S. Pessin
Adam S. Pessin, Vice President

On this 2nd day of January, 2008, before me, Deborah Reese, a notary public, personally appeared Adam S. Pessin, Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *Deborah Reese* (Seal)



I, Jeannie Kim, Assistant Secretary of U. S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Los Angeles, California this 17 day of December 20 10

Corporate Seal



Jeannie Kim
Jeannie Kim, Corporate Secretary

Bond No. _____

Agency No. 15161

Bid Tabulation
Bid 10-11-10
Town Hall Photovoltaic System

| Bidder Name | Bid Amount | Alternate No. 1 | Bid Total |
|-----------------------|-------------------|------------------------|------------------|
| 310 Solar LLC | \$ 254,000.00 | \$ 14,014.00 | \$ 268,014.00 |
| PPC Solar | \$ 307,735.00 | \$ 312,135.00 | \$ 619,870.00 |
| Rotman and Associates | \$ 267,650.00 | \$ 3,865.00 | \$ 271,515.00 |
| | | | |
| | | | |

I hereby certify that the information contained in this bid tabulation is true and accurate to the best of my knowledge.



Tina Torres, Purchasing Agent

12-20-10

Date



DeLapp & Associates, Inc. dba

DeLapp Engineering ®

1190 Harrison Rd Ste 3a, Santa Fe NM 87507

(505) 983-5557, Fax (505) 982-5724

JMDELAPP@delapp.com

<http://www.DeLapp.com>

December 20, 2010

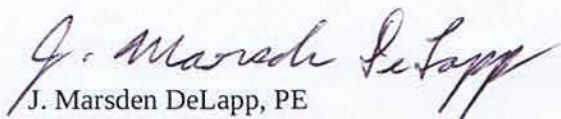
Tina Torres
Procurement Officer
Town of Taos
300 Camino de la Placita
Taos, NM 87571
(575) 751-2025

Dear Mrs. Torres;

We have reviewed the submitted bid forms you forwarded to us on Friday 12/17. To our knowledge there were three (3) bidders for the Town Hall Photovoltaic System Addition. The bidders, in increasing total bid amount, are (1) 310 Solar LLC, (2) Rotman and Associates, and (3) PPC Solar. 310 Solar is the apparent low bidder.

In our opinion 310 Solar LLC appears to be a qualified solar contractor and should be capable of performing this contracted work. As long as they have furnished all required bid documentation then we have no objection to the Town awarding the construction contract to this company.

Sincerely,


J. Marsden DeLapp, PE

CC: Manuel Pacheco, Project Manager
Miranda Quintana, Grants Administrator



December 28, 2010

Title:

Marietta Fambro, Finance Director

Summary:

Consideration and approval of Contract No. TT-11-184 to Tyler Technologies for the upgrade to Incode Version 8 to Version 10, which includes migration services and training. The amount of the contract is estimated to be \$33,269 for migration and training services; \$19,437 for annual maintenance fees and \$6,954 for estimated travel expenses plus compensating tax of 5.125%. This is a sole source procurement since Tyler is the sole provider of the v.X version of the Tyler software.

Background:

The Finance Department has been working with the assistant town manager to upgrade our current version of our financial and human resources software to a version that will allow us to utilize the financial data we extract now to a much better product. It will also allow individuals to enter and submit requests for purchase orders from their computer work stations. Along with the migration of data we will be purchasing hardware to support this new upgrade.

Attachments:

Click to download

- ☐ [Contract TT 11-184 Tyler Technologies](#)
- ☐ [Terms of Contract tt 11-184](#)
- ☐ [Proposal for Contract TT 11-184](#)
- ☐ [Sole source provider](#)

APPROVALS:

| | | |
|--------------------|-----------|-------------|
| Date/Time: | Approval: | Department: |
| 12/21/2010 1:34 PM | Approved | Town Clerk |

COMPANY MIGRATION AGREEMENT TERMS AND CONDITIONS

1. **General Terms.** The following terms set forth in this Section 1 apply to each of the Software License Agreement (Section 2), Professional Services Agreement (Section 3), Annual Maintenance Agreement (Section 4), Hardware and System Software Agreement (Section 5), Annual Hardware Maintenance Agreement (Section 6), Third Party Product Agreement (Section 7), RMA Policy (Section 8), and Software Product Return Policy (Section 9) as if fully set forth therein.
- 1.1 **General Payment Terms.** See page D of the Investment Summary.
- 1.2 **Invoicing.** The Company shall invoice the Client in accordance with Section 1.1. In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: Company Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to Company within fifteen (15) days. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. Company shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by Company and Client to resolve any issues presented in Client's notification to Company. Client may withhold payment of only the amount actually in dispute until Company provides the required written response, and full payment shall be remitted to Company upon Company's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Company is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice. Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Company reserves the right to suspend delivery of all services under this Agreement.
- 1.3 **Cooperative Nature of Implementations.** Client acknowledges that the implementation of the products identified on the Investment Summary is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist the Company as may be reasonably required to timely implement the systems. The Company shall not be liable for failures to timely and effectively implement the systems when such failure is due to Force Majeure or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).
- 1.4 **No Intended Third Party Beneficiaries; Assignment.** This Agreement is entered into solely for the benefit of Company and Client. No third party shall be deemed a beneficiary of this Agreement or have the right to make any claim or assert any right under this Agreement. The Client shall not have the right to assign or transfer its rights hereunder to any party.
- 1.5 **Cancellation or Termination.** In the event of cancellation or termination of this Agreement, Client shall make payment to Company for all software products, services, and expenses delivered or incurred prior to the termination or cancellation of this Agreement.
- 1.6 **Entire Agreement.**
 - (a) This Agreement, including the functional description of the software products found in Company's written proposal and/or RFP Response to Client, represents the entire agreement of Client and Company with respect to the items listed within the Investment Summary and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement and the functional description of the software products found in Company's written proposal and/or RFP Response to Client.

COMPANY MIGRATION AGREEMENT TERMS AND CONDITIONS

- (b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- (c) This Agreement may only be amended, modified, or changed by a written instrument signed by both parties.
- (d) Client should return an executed copy of this Agreement to Company. If the Agreement is not returned to Company within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.
- 1.7 Force Majeure.** Company shall not be responsible for delays in performing its obligations hereunder to the extent that such delays are caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
- 1.8 General Limitation of Liability.** IN NO EVENT SHALL CLIENT OR COMPANY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS ACTIVITIES, OR FAILURE TO REALIZE SAVINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.
- 1.9 Approval of Governing Body.** Client represents and warrants to Company that this Agreement has been approved by its governing body and is a binding obligation upon Client. ~~Client represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier.~~ Both parties represent that this Agreement has been executed an authorized representative. Client warrants that sufficient funds for this Agreement have been appropriated by the governing body for the current fiscal year. The continuation of this contract beyond the current fiscal year is contingent upon appropriations and availability of funds for any such future fiscal year during which the Client will have obligations under this Agreement. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Company. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Company prior to Company's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.
- 1.10 Dispute Resolution.** In the event of a dispute between the parties under this Agreement that cannot be resolved by good faith negotiations between the parties, the matter shall be settled by arbitration in accordance with the prevailing rules of the AAA.
- 1.11 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

2. Software License Agreement

2.1 Software Product License.

- (a) Upon Client's timely payment in full of the software products license fees set forth in the Investment Summary of this Agreement, Company shall grant to Client, and Client shall accept from Company, a non-exclusive, nontransferable, non-assignable license to use the software products and accompanying documentation for the internal business

COMPANY MIGRATION AGREEMENT TERMS AND CONDITIONS

purposes of Client only, subject to the conditions and limitations in this Software License Agreement.

- (b) Client shall not (i) reverse engineer, de-compile, or disassemble any portion of the software products or (ii) sublicense, transfer, rent, or lease the software products.
- (c) Ownership of the software products, accompanying documentation and related materials, and any modifications and enhancements to such software products and any related interfaces shall remain at all times with Company.
- (d) The software products are not licensed to perform functions or processing for subdivisions or entities that were not considered by Company at the time Company issued this Agreement.
- (e) The right to transfer this license to a replacement hardware system is included in this Software License Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Advance written notice of any such transfer shall be provided to Company.
- (f) Client agrees that the software products, any modifications and enhancements, and any related interfaces are proprietary to Company and have been developed as a trade secret at Company's expense. To the extent permitted by law, Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use, or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.
- (g) If Client has made modifications to the software products, Company will not support or correct errors in the modified software products, unless modifications were specifically authorized in writing by Company.
- (h) Client may make copies of the software products for archive purposes only. Client will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.
- (i) The term of the license granted by this Section shall be perpetual.
- (j) Company maintains an escrow agreement with an escrow services company under which Company places the source code of each major release. At Client's request, Company will add Client as a beneficiary on its escrow account. Client shall be invoiced the annual beneficiary fee by Company and shall be solely responsible for maintaining its status as a beneficiary.

2.2 License Fees. Client agrees to pay Company, and Company agrees to accept from Client as payment in full for the license herein, the total sum of the Company license fees set forth in the Investment Summary, which shall be paid in accordance with the payment provisions set forth in Section 1.1.

2.3 Verification of the Software Products.

- (a) At the Client's request, within thirty (30) days after the software products have been installed on Client's system, Company shall test the software products in accordance with Company's standard verification test procedure. Demonstration shall constitute Client's verification that the software products substantially comply with Company's current specifications for the most current version of the software products and functional descriptions of the software found in Company's written proposal to Client.
- (b) At its option, Client may perform Client's own defined internal validation process to test the software to substantially comply with Company's current specifications for the most current version of the software products and functional descriptions of the software found in Company's written proposal to Client. Such validation test shall constitute Client's verification.
- (c) Notwithstanding anything contrary herein, Client's use of the software products for its intended purpose shall constitute Client's verification of the software products, without exception and for all purposes.

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- (d) Verification or validation, by Client, that the software products substantially comply with Company's current specifications for the most current version of the software products and functional descriptions of the software found in Company's written proposal to Client shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, Client's sole right and remedy against Company shall be to require Company to correct the cause thereof.
- (e) Company shall correct any functions of the software products that failed the standard verification testing or failed to comply with Company's current specifications for the most current version of the software products and functional descriptions of the software found in Company's written proposal to Client. If Client has made modifications to the software programs, Company will not make such corrections, unless such modifications were specifically authorized in writing by Company.

2.4 Schedule of Verification. Company will install the software products and cause the same to be verified within sixty (60) days after Client makes available to Company the equipment into which the software product is to be loaded. Company shall exercise reasonable efforts to cause the software products to be verified according to the schedule set forth in this paragraph, but Company shall not be liable for failure to meet said schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of Company.

2.5 Limited Warranty. Company warrants that the then current, unmodified version of the Company software products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.6 Intellectual Property Indemnity.

In the event that the software products are determined to infringe upon any existing United States patent, copyright, or trademark rights held by any other person or entity, Company shall defend and hold harmless Client and its officers, agents and employees from any claim or proceedings brought against Client and from any cost damages and expenses finally awarded against Client which arise as a result of any claim that is based on an assertion that Client's use of the software products under this Software License Agreement constitutes an infringement of any United States patent, copyright, or trademark; provided, however, that Client notifies Company promptly of any such claim or proceeding and gives Company full and complete authority, information, and assistance to defend such claim or proceeding and further provided that Company shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that Company shall consult with Client regarding such defense. In the event that the software products are finally held to be infringing and the use by Client is enjoined, Company shall, at its election: (1) procure for Client the right to continue use of the software products; (2) modify or replace the software products so that they become non-infringing; or (3) if procurement of the right to use or modification or replacement cannot be completed by Company, terminate the license for the infringing software product, and upon termination, refund the license fees paid for the infringing software product as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of this Agreement. Company shall have no liability hereunder if Client modified the software products in any manner without the prior written consent of Company and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the infringement would have been avoided by Client's use of the most current revision of the software

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products. The foregoing states Company's entire liability and Client's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the software products, any part thereof, or use thereof.

- 2.7 Limitation of Liability.** IF THE MIGRATED SOFTWARE PRODUCTS DO NOT PERFORM AS WARRANTED PRIOR TO THE INITIATION OF THE PERIOD OF PAID MAINTENANCE FOR THE MIGRATED SOFTWARE, COMPANY'S SOLE OBLIGATION SHALL BE TO USE REASONABLE EFFORTS, CONSISTENT WITH INDUSTRY STANDARDS, TO CURE THE DEFECT. SHOULD THE COMPANY BE UNABLE TO CURE THE DEFECT OR PROVIDE A COMPANY REPLACEMENT PRODUCT, CLIENT SHALL BE ENTITLED TO A REFUND OF THE LICENSE FEE PAID, WHICH SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS SOFTWARE LICENSE AGREEMENT, WHETHER CLIENT'S CLAIMS FOR DAMAGES ARE BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY. THE LICENSE FEES SET FORTH IN THE INVESTMENT SUMMARY REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE EXCLUSION OF SUCH DAMAGES AS SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT. UPON THE INITIATION OF PAID ANNUAL SOFTWARE MAINTENANCE FOR THE MIGRATED SOFTWARE, COMPANY'S OBLIGATIONS AND LIABILITIES SHALL BE AS SET FORTH IN SECTION 4, ANNUAL SOFTWARE MAINTENANCE AGREEMENT.

3. Professional Services Agreement

- 3.1 Services Provided.** Company shall provide some or all of the following services to Client, as evidenced in the attached Investment Summary:

- (a) Installation as described in the Investment Summary;
- (b) Conversion of Client's existing data as set forth in the Investment Summary, with Client being responsible for reading and complying with Company's Data Conversion Process Statement;
- (c) Training/Implementation as set forth in the Investment Summary;
- (d) Consulting/Analysis as set forth in the Investment Summary; and
- (e) Verification testing as described in the Software License Agreement.

3.2 Professional Services Fees.

- (a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee. Client agrees to pay Company for the actual amount of training provided. Client acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.
- (b) Upon the completion of each service day, or group of days, Company shall present a Daily Log. Client shall sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for Client's non-acceptance of such. This acceptance is final.
- (c) Client is not charged for travel time to and from the Client's site; only time spent on-site is billed as training time, with the exception of those cases in which the Client requires the Company trainer(s) to travel on the weekend, in which case Client will be billed for weekend travel time at a rate of \$500 per weekend day.
- (d) If Client travels to Company location for training, Client shall be responsible for and shall pay for all expenses related to the transportation and lodging of Client's employees.
- (e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the Company and not actual receipts. Such

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quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to Client, adjusted by unusual or seasonal travel circumstances.

- (f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

- 3.3 Training Environment.** If training is being conducted at the Client's site, the Client shall provide a productive environment to conduct training. Company is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of Client personnel to be trained. Time spent on-site by Company personnel that results in non-productive training time beyond Company's control will be billed as training time. Company will make reasonable efforts to schedule training on dates requested by the Client. Trainers will be on-site approximately noon Monday through noon Friday, which allows appropriate travel time to and from the Client's site.
- 3.4 Project Management.** CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.
- 3.5 Additional Services.** Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary shall be billed at Company's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee, shall be billed as delivered.
- 3.6 Limitation of Liability.** COMPANY SHALL NOT BE RESPONSIBLE FOR INACCURATE DATA IN COMPANY'S APPLICATION SOFTWARE THAT IS THE RESULT OF THE CONVERSION OF INACCURATE DATA FROM THE CLIENT'S PRIOR SYSTEM. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS PROFESSIONAL SERVICES AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE PROFESSIONAL SERVICES FEES IDENTIFIED IN THE INVESTMENT SUMMARY AND PAID TO COMPANY.

4. Annual Software Maintenance Agreement

- 4.1 Scope of Agreement.** The Client agrees to purchase, and Company agrees to provide maintenance and support services for, the software products listed in the Investment Summary of this Agreement in accordance with the following terms and conditions. Both parties acknowledge that this Annual Software Maintenance Agreement covers both the support for the software products listed in the Investment Summary of this Agreement and licensing of updates of such installed software products.
- 4.2 Term of Agreement.** This Annual Software Maintenance Agreement is effective on the date executed by an officer of Company and shall have a term beginning upon the next anniversary due date of Client's existing Annual Software Maintenance Agreement following installation of the Migrated Software and ending upon the last day of the month one year following that date.
- (a) This Annual Software Maintenance Agreement shall automatically renew for subsequent one-year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew prior to the expiration of the then current term. Fees for subsequent years are subject to change.
- (b) If Client has not elected to participate in the Company Annual Software Maintenance Agreement, or elects not to renew the Annual Software Maintenance Agreement, the Client shall be governed by the "Support Terms for Clients Not Participating in the Annual Software Maintenance Agreement" set forth herein.

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4.3 **Payment.**

- (a) Client agrees to pay Company the amount identified in the Investment Summary for licensing and support services of the software products in accordance with the payment provisions set forth in Section 1.1.
- (b) Additional Charges. Any maintenance performed by Company for the Client, which is not covered by this Annual Software Maintenance Agreement, shall be charged at Company's then current market rates. All materials supplied in connection with such non-covered maintenance or support plus expenses shall be charged to Client.
- (c) Support and services will be suspended whenever Client's account is thirty (30) calendar days overdue and shall be reinstated when Client's account is made current.

4.4 **Licensing of Updates, Releases, and New Versions of the Installed Software Products.**

- (a) In consideration for the payment of the annual maintenance fees, Client's license of the Company's installed software products set forth in the Investment Summary shall be extended to include any and all updates, releases, and/or new versions of the installed software products delivered to Client under this Annual Software Maintenance Agreement, subject to the terms, conditions, and restrictions set forth in Section 2.1 of the Software License Agreement.
- (b) For as long as a current Annual Software Maintenance Agreement is in place, Company shall promptly correct any functions of the software products that fail to substantially comply with Company's current specifications for the most current version of the software products. If Client has made modifications to the software products, Company will not make such corrections, unless modifications were specifically authorized in writing by Company.
- (c) Company reserves the right to change the functionality of future releases of its software and Client understands that Company is not obligated to include specific functionality in future releases unless provided for herein.

4.5 **Terms and Conditions for Support.**

- (a) Company shall provide software-related Client support during standard support hours, which are currently 7:00am to 7:00pm, Central Standard Time, Monday thru Friday, excluding holidays. Company reserves the right to modify these support hours as Company sees fit in order to better serve its entire client base. Assistance and support requests which require special assistance from Company's development group shall be taken and directed by support personnel.
- (b) Company shall maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.
- (c) Company shall provide Client with all updates that Company may make to the then current version of the installed software products covered in this Agreement. CLIENT agrees to install such updates promptly after receipt.
- (d) Client acknowledges that the updates/enhancements may not be compatible with Client's particular hardware configuration or operating system. Client acknowledges that additional hardware and software may be required, at the Client's expense, in order to utilize the updates/enhancements.
- (e) Company shall make available appropriately trained personnel to provide Client additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., which shall be billable at the current per diem rate plus expenses. **Company employs many CPAs, but the Client acknowledges that it is not a board registered CPA firm.**
- (f) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

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- 4.6 Support Terms for Clients Not Participating in the Annual Software Maintenance Agreement.** If Client elects not to participate in the Company Annual Software Maintenance Agreement, Client shall receive support on a “time and materials” basis in accordance with the following terms:
- (a) Clients not on software support maintenance shall receive the lowest priority for Software Support;
 - (b) Clients not on software support maintenance shall be required to purchase new releases of the software, including, without limitation, fixes, enhancements and updates, such as Tax Tables, W-2 reporting formats, 1099 changes, etc.;
 - (c) Clients not on software support maintenance shall be charged \$175 per hour with a one-hour minimum for all software support calls;
 - (d) Clients not on software support maintenance shall not be granted access to Company’s software support web-site;
 - (e) Clients not on software support maintenance are subject to higher rates for training and continuing education performed by Company employees, which is due to the fact that the Client may not be utilizing the most current version of our software;
 - (f) Company will not guarantee a program fix to a documented bug for software versions that are not the currently released version (because every Client is on software support maintenance, often times, bug fixes are rolled into the latest release and then sites are upgraded to the latest release of the software); and
 - (g) If a Client decides to discontinue software support maintenance and later chooses to reinstate this Annual Software Maintenance Agreement, the Client shall be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%) dating back to the date when the Client discontinued software support maintenance.
- 4.7 Additional Services.** The services listed below are not included in this Annual Software Maintenance Agreement. These services shall be provided at Company's discretion and will be billed on a Time and Materials basis at Company's then current rates:
- (a) Changes to print programs;
 - (b) Software modifications;
 - (c) Software Training;
 - (d) Responding to problems caused by bad data;
 - (e) Responding to problems caused by hardware;
 - (f) Responding to problems caused by operator error;
 - (g) Responding to problems caused by software that is not Company software;
 - (h) Responding to problems resulting from misuse, accidents, Client neglect, fire, or any other cause not within Company's reasonable control;
 - (i) Changes made to the Company software other than by Company personnel; and
 - (j) Any other services performed by Company not otherwise specifically provided for in this Agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.
- 4.8 Limitations and Exclusions.** The support and services of this Annual Software Maintenance Agreement do not include the following:
- (a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of standard support hours.
 - (b) Client shall be responsible for implementing, at its expense, all changes to the current version. Client understands that changes furnished by Company for the current version are for implementation in the current installed software products version, as it exists without customization or Client alteration.

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- (c) If Client has made modifications to the software products, Company will not support the modified software products, unless modifications were specifically authorized in writing by Company.

4.9 Client Responsibilities.

- (a) Client shall provide, at no charge to Company, full and free access to the software programs covered hereunder, including the following: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service. Such environment includes, but is not limited to, use of the appropriate operating system at the version and release levels specified by Company and additionally specifies that the environment for any Company software application requires the Client to have e-mail and Internet access. Client shall provide telephone lines, communications software specified by Company, and all equipment necessary to use Company's on-line support. Client shall be responsible for all additional costs incurred to the extent such hardware and software does not conform to Company's current specifications. The acquisitions of necessary hardware and software meeting the requirements then in effect shall be the sole responsibility of the Client.
- (b) CLIENT shall maintain a high speed internet connection (DSL, Cable, or faster) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of CLIENT's firewall settings. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.
- (c) Client must maintain an active e-mail address capable of receiving a 5 MB attachment. This e-mail account must be accessible from a PC connected to the server hosting the Company software applications.
- (d) Client must open firewall ports to enable access to Company's FTP server for program updates via Live Update.
- (e) CLIENT is responsible for reading and complying with COMPANY's Systems Requirements.
- (f) CLIENT is responsible for ensuring that data and application backup processing is occurring, as well as, verifying the existence and accuracy of the data being backed up. For mission critical data, COMPANY highly recommends regularly scheduled off-site backup services, as well as, frequent local backups.

4.10 Limitation of Liability. UPON THE INITIATION OF MAINTENANCE AND SUPPORT SERVICES UNDER THIS ANNUAL SOFTWARE MAINTENANCE AGREEMENT, THE LIABILITY OF COMPANY, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH THE TERMS HEREIN, AND IF THE COMPANY CANNOT FIX DEFECTS, TO THE MAINTENANCE AND SUPPORT FEES PAID BY CLIENT FOR THE SERVICES UNDER THIS ANNUAL SOFTWARE MAINTENANCE AGREEMENT. THE PRICES SET FORTH IN THE INVESTMENT SUMMARY REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND EXCLUSION OF SUCH DAMAGES AS SET FORTH HEREIN.

5. Hardware and System Software Agreement

5.1 Agreement to License or Sell Hardware. For the price set forth in the Investment Summary (Hardware & System Software), Company agrees to license or sell and deliver to Client, and

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Client agrees to accept from Company, the hardware and system software products set forth in the Investment Summary.

5.2 **License of Hardware.**

Upon Client's payment for the hardware listed in the Investment Summary, for the license fees set forth in the Investment Summary, Company shall grant to Client, and Client shall accept from Company, a non-exclusive, nontransferable, non-assignable license to the hardware and system software products and accompanying documentation and related materials for internal business purposes of Client, subject to the conditions and limitations in this section.

5.3 **Price and Costs.**

(a) Client agrees to pay Company, and Company agrees to accept from Client as payment in full for the hardware and system software products, the price set forth in the Investment Summary in accordance, which shall be paid in accordance with the payment provisions set forth in Section 1.1.

(b) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in transit for the hardware and system software products from the supplier's place of manufacture to Client's site.

5.4 **F.O.B. Point.** Delivery of each hardware and system software product shall be F.O.B. Client's site.

5.5 **Schedule of Delivery.** Delivery of each hardware and system software product shall take place according to mutually agreeable schedule, but Company shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of Company.

5.6 **Client Delays.** If any act or failure to act by the Client delays Company's performance, Company shall be excused from performance for an amount of time commensurate with the delay caused by Client. Client acknowledges that its delay may excuse Company from performance for an amount of time greater than the delay caused by Client. Such delays by Client that may cause Company to delay performance include, but are not limited to, failure to have prepared any data in the form and format requested by Company, on or before the date specified by Company or to have verified such data for accuracy, submission of erroneous data to Company or Client's failure to have completely prepared the hardware's installation site prior to the hardware's actual delivery, including, but not limited to, failure to have all electrical work and cable installation completed.

5.7 **Installation and Verification.** If itemized in the Investment Summary, the price includes installation of the hardware and system software products. Upon the completion of installation, Client shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute Client's acceptance of the hardware and system software products. Such acceptance shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud.

5.8 **Site Requirements.** Client shall prepare the installation site prior to the delivery of the hardware and system software. Client is solely responsible for and shall furnish all necessary labor and material to install all associated electrical lines, CRT cables, and telephone lines for communication modems. Client is responsible for installing all required cables.

5.9 **Warranties.** ALL WARRANTIES RELATING TO THE HARDWARE AND SYSTEM SOFTWARE ARE PROVIDED DIRECTLY FROM THE HARDWARE MANUFACTURERS AND/OR SOFTWARE PUBLISHERS UNDER THE TERMS AND CONDITIONS OF THEIR RESPECTIVE WARRANTIES. THE WARRANTIES SET FORTH IN THIS HARDWARE AND SYSTEM SOFTWARE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

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- 5.10 Maintenance.** There is no hardware maintenance provided pursuant to this Agreement, unless otherwise set forth in the Investment Summary, in which event such hardware maintenance shall be governed by the terms of Company's Annual Hardware Maintenance Agreement.
- 5.11 Limitation of Liability.** CLIENT EXPRESSLY ASSUMES FULL AND SOLE RESPONSIBILITY FOR THE SELECTION AND USE OF THE HARDWARE AND SYSTEM SOFTWARE. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS HARDWARE AND SYSTEM SOFTWARE AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE PRICE PAID FOR THE HARDWARE AND SYSTEM SOFTWARE PRODUCTS AS SET FORTH IN THE INVESTMENT SUMMARY. THE PRICES SET FORTH IN THE INVESTMENT SUMMARY REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE EXCLUSION OF SUCH DAMAGES AS SET FORTH IN THIS HARDWARE AND SYSTEM SOFTWARE AGREEMENT.

6. Annual Hardware Maintenance Agreement

- 6.1 Scope of Agreement.** For the prices set forth in the Investment Summary, Client agrees to purchase, and Company agrees to provide, services for the equipment specified therein in accordance with the following terms and conditions. Company requires all like-kind hardware to be covered (i.e., all cash drawers, all receipt printers, etc.).
- 6.2 Price and Payment.** The Client agrees to pay the Annual Hardware Maintenance fee specified in the Investment Summary. Company guarantees this fee for the then current term of the Annual Hardware Maintenance Agreement; however, fees for subsequent years are subject to change. Client shall pay the annual hardware maintenance fees in accordance with the payment provisions set forth in Section 1.1.
- 6.3 Equipment Maintenance Program Terms.** Company agrees to provide the maintenance on the equipment specified under this Annual Hardware Maintenance Agreement in accordance to the following terms:
- (a) In the event of equipment failure, Company shall repair the defective equipment and provide the Client with "like or near like" equipment while the defective equipment is being repaired.
 - (b) Client shall notify Company of equipment failure. Upon notification, Company shall ship via over-night service to the Client the appropriate loaner equipment. The Client shall package the defective equipment in its original container and ship the equipment to Company.
 - (c) Once the equipment is repaired, it shall be shipped to the Client. Upon receipt of the repaired equipment, the Client shall ship the loaner equipment back to Company. The loaner equipment should be shipped back to Company within two days of receiving the repaired equipment. The Client agrees to pay daily rental fees to Company if the loaner equipment is not shipped back to Company within the time frame specified.
 - (d) The Client is responsible for shipping cost related to shipping equipment to Company. Company is responsible for shipping cost related to shipping equipment to the Client.
- 6.4 Definitions.** The following definitions apply to the terms of this Annual Hardware Maintenance Agreement:
- (a) Loaner Equipment: equipment loaned to the Client by Company for use while the Client's equipment is being repaired.
 - (b) Like or Near-Like Equipment: equipment compatible with the Client's computer system and capable of performing the tasks performed by the equipment being repaired.
- 6.5 Limitation of Liability.** COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS ANNUAL HARDWARE MAINTENANCE AGREEMENT, WHETHER BASED ON

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A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE ANNUAL HARDWARE MAINTENANCE FEE PAID HEREUNDER. THE PRICES SET FORTH IN THE INVESTMENT SUMMARY REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND EXCLUSION OF SUCH DAMAGES AS SET FORTH IN THIS ANNUAL HARDWARE MAINTENANCE AGREEMENT

7. **Third Party Product Agreement**

7.1 Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary (Hardware & System Software), Company agrees to license or sell and deliver to Client, and Client agrees to accept from Company, the third party products set forth in the Investment Summary.

7.2 **License of Third Party Software Products.**

- (a) Upon Client's payment for the third party software products listed in the Investment Summary, for the license fees set forth in the Investment Summary, Company shall grant to Client, and Client shall accept from Company, a non-exclusive, nontransferable, non-assignable license to use the third party software products and accompanying documentation and related materials for the internal business purposes of Client only, subject to the conditions and limitations in this section.
- (b) Ownership of the third party software products, accompanying documentation, and related materials shall remain with the third party manufacturer or supplier.
- (c) The right to transfer this license to a replacement hardware system is governed hereby. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Advance written notice of any such transfer shall be provided to Company.
- (d) Client agrees that the third party software products are proprietary to the third party manufacturer or supplier and have been developed as a trade secret at the third-party's expense. To the extent permitted by law, Client agrees to keep the third party software products confidential and use its best efforts to prevent any misuse, unauthorized use, or unauthorized disclosures by any party of any or all of the third party software products or accompanying documentation.
- (e) Client shall not perform de-compilation, disassembly, translation, or other reverse engineering on the third party software products.
- (f) Client may make copies of the third party software products for archive purposes only. Client shall repeat any proprietary notice on the copy of the third party software products. The documentation accompanying the third party software products may not be copied except for internal use.

7.3 **Price and Payment; Costs.**

- (a) Client agrees to pay Company, and Company agrees to accept from Client as payment in full for the third party products, the price set forth in the Investment Summary, which shall be paid in accordance with the payment provisions set forth in Section 1.1.
- (b) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in transit for the third party products from the supplier's place of manufacture to Client's site.

7.4 F.O.B. Point. Delivery of each third party product shall be F.O.B. Client's site.

7.5 Schedule of Delivery. Delivery of each third party product shall take place according to mutually agreeable schedule, but Company shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of Company.

7.6 Installation and Verification.

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If itemized in the Investment Summary, the price includes installation of the third party products. Upon the completion of installation, Client shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute Client's acceptance of the third party products. Such acceptance shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud.

7.7 Site Requirements. Client shall provide:

- (a) a suitable environment, location, and space for the installation and operation of the third party products;
- (b) sufficient and adequate electrical circuits for the third party products; and
- (c) installation of all required cables.

7.8 Warranties.

- (a) Company is authorized by the manufacturer or supplier of all third party software products listed in the Investment Summary to grant licenses or sublicenses to such products.
- (b) Unless otherwise noted in any attached addendum, Company warrants that each third party product shall be new and unused, and if Client fully and faithfully performs each and every obligation required of it under the Third Party Product Agreement, Client's title or license to each third party product shall be free and clear of all liens and encumbrances arising through Company.
- (c) The parties understand and agree that Company is not the manufacturer of the third party products; therefore, the Company does not warrant or guarantee the condition of the third party products or the operation characteristics of the third party products.
- (d) THE WARRANTIES SET FORTH IN THIS THIRD PARTY PRODUCT AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION.

7.9 Maintenance. It shall be the responsibility of Client to repair and maintain the third party products after acceptance. Support for Third Party Application Software is not provided by Company unless otherwise specified in this Agreement. Company's responsibility is limited to delivering the Third Party Application Software and installing the software if installation services are provided in this Agreement.

7.10 Limitation of Liability. CLIENT EXPRESSLY ASSUMES FULL AND SOLE RESPONSIBILITY FOR THE SELECTION AND USE OF THE THIRD PARTY APPLICATION SOFTWARE. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS THIRD PARTY PRODUCT AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE PRICE PAID FOR THE THIRD PARTY PRODUCTS SET FORTH IN THE INVESTMENT SUMMARY. THE PRICES SET FORTH IN THE INVESTMENT SUMMARY REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND EXCLUSION OF SUCH DAMAGES AS SET FORTH IN THIS THIRD PARTY PRODUCT AGREEMENT.

8. General Return Merchandise Authorization (RMA) Policy.

- (a) In order to return or replace any product ordered from Company, Client must request and obtain an RMA number from appropriate Company personnel. RMA numbers shall be issued at the discretion of Company and products returned without an RMA number may be refused by Company. Company reserves the right to refuse the return of any product or to refuse the issuance of an RMA number.

COMPANY MIGRATION AGREEMENT TERMS AND CONDITIONS

- (b) Client shall be responsible for all shipping costs. Company recommends the use of a traceable and insurable shipping source. Company shall not be responsible for lost or damaged products as a result of the shipping process.
- (c) Qualifying products must be returned unopened with original packaging and materials, unless otherwise agreed upon by Company in writing. The following situations will result in the refusal of an RMA number and credit will not be issued to Client: (i) opened inkjet or laser jet printers; (ii) opened third party software; or (iii) damaged products as a result of irregular use or mishandling by Client.
- (d) Products may only be returned to Company for account credit after an RMA number has been issued by Company. All returns are subject to a restocking fee of 20% of original purchase price. Failure to comply with this policy will result in a refusal of credit and future product placement.

9. Software Product Return Policy.

- (a) Returns are only accepted for Clients that are currently in the implementation process or are no greater than six months past “go-live” of that product suite.
- (b) Returns are only valid for a dollar for dollar exchange (license fees paid only) to be used for the purchase of another module. Such cannot be used for services or maintenance.
- (c) Credits are only valid for a 180 day period from Company authorization.

General Payment Terms

Marietta Fambro
Town of Taos



General Payment Terms: The fees and other charges set forth on the Investment Summary - Page C shall be due and payable as follows:

- (a) **License Fees:** CLIENT shall pay to COMPANY the license fees for the Migrated Software upon the earlier of (A) COMPANY's verification of the software products; (B) CLIENT's completion of its own validation process; or (C) CLIENT's live processing (each as set forth in Section 2.3 of the Software License Agreement) per implemented product suite. In no case, shall this period exceed one hundred-eighty (180) days from delivery of the software.
- (b) **Project Management Services:** Project management will be billed upon verification of software. In no case, shall this period exceed one hundred-eighty (180) days from delivery of the software.
- (c) **Data Conversion Services:** Conversion Programming Fee will be billed upon verification of software. Associated service fees will be billed as incurred.
- (d) **Professional Services:** All other professional service fees and expenses shall be billed as delivered and incurred and shall be due and payable net 30 days.
- (e) **Annual Software Maintenance Fees:** The software license fees for the Migrated Software include maintenance from the date the Migrated Software is delivered until the anniversary date of CLIENT's existing Annual Software Maintenance Agreement, thereafter, the annual software maintenance fees for the Migrated Software set forth on the Investment Summary shall be billed annually in advance and due upon such anniversary date.
- (f) **Hardware and System Software Fees:** Hardware and System Software fees shall be due upon delivery.
- (g) **Annual Hardware Maintenance Fees (if applicable):** Annual hardware maintenance fees shall be billed and due and payable annually in advance beginning twelve (12) months after installation of the hardware.
- (h) **Third Party Product Fees:** Third Party Product fees shall be due upon delivery of each such product.
- (i) The fees and other charges set forth on the Investment Summary - Page C do not include any tax or other governmental imposition including, without limitation, sales, use or excise tax. All applicable sales tax, use tax, or excise tax shall be paid by CLIENT and shall be paid over to the proper authorities by CLIENT or reimbursed by CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax-exempt, CLIENT must provide COMPANY with CLIENT's tax-exempt number or form.



Proposal

Local Government Division

Presented to:

Marietta Fambro

Finance Director
Town of Taos
400 Camino De La Placita
Taos, NM 87571-6071
(575) 751-2024
mfambro@taosgov.com

Proposal date:

December 2, 2010

Submitted by:

Robin Reeves
(800) 646-2633
robin.reeves@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Marietta Fambro
Town of Taos
December 2, 2010



Cost Breakdown

Proposal Valid for 120 days

| Software | Cost | Annual Fees |
|------------------------------|---------------|---------------|
| License Fees | - | 17,668 |
| | - | 17,668 |
| Tyler On-Demand | Cost | Annual Fees |
| Tyler Online Training Center | 1,769 | 1,769 |
| | 1,769 | 1,769 |
| Professional Services | Cost | |
| Implementation Services | 4,000 | |
| Professional Services | 27,500 | |
| | 31,500 | |
| Project Total | 33,269 | 19,437 |

Estimated Travel Expenses 6,954

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Software Licenses

Marietta Fambro
Town of Taos
December 2, 2010



| Application Software | QTY | License Fee | Annual Maintenance |
|--|-----|-------------|--------------------|
| Incode Financial Management Suite | 1 | | 5,817 |
| Incode Financial Applications Core Financials <i>(General Ledger, Budget Prep, Bank Recon, Accounts Payable)</i> Purchasing Fixed Assets | | | |
| Incode Personnel Management Suite | 1 | | 4,948 |
| Incode Personnel Management Applications Personnel Management <i>(Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control/Budgeting)</i> Employee Self Service <i>(Number of FTE Employees)</i> <i>(Employee Portal, Leave Tracking, Time Request & Approval)</i> Payroll - Electronic Time Clock Import (Generic) | 186 | | |
| Incode Customer Relationship Management Suite | 1 | | 5,635 |
| Utility CIS System Cashiering <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i> Business License <i>(Sales Tax)</i> | | | |
| Incode Content/Document Management Suite | 1 | | 1,268 |
| Incode Printing and Reporting Solutions Secure Signatures <i>(includes 2 signatures)</i> Each Signature (scan and prepare for use) Database ERD (Entity Resource Diagram) | 1 | | |
| Incode Application Subtotal | | 0 | 17,668 |
| Application and System Software Total | | 0 | 17,668 |

Professional Services

Marietta Fambro
 Town of Taos
 December 2, 2010



| Application Professional Services Summary | Estimated Hours | Estimated Services |
|--|------------------------|---------------------------|
| Implementation Services | | |
| Financial Suite | 16 | 2,000 |
| Personnel Management Suite | 16 | 2,000 |
| Customer Relationship Management Suite | | |
| Content Management Suite | | |
| INCODE Professional Services | | |
| INCODE v.X Migration Services | 200 | 25,000 |
| Project Management | | 2,500 |
| Professional Services Total | 232 | 31,500 |

Professional Services

Marietta Fambro
Town of Taos
December 2, 2010



| Implementation Services Breakdown | QTY | Estimated Hours | Estimated Services |
|--|-----|-----------------|--------------------|
| Incode Financial Suite | | | |
| Incode Financial Applications | | | |
| Core Financials | 1 | | |
| <i>(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)</i> | | | |
| Purchasing | 1 | | |
| Fixed Assets | 1 | | |
| Financial Consulting Services | | 16 | 2,000 |
| Financial Suite Subtotal | | 16 | 2,000 |
| Incode Personnel Management Suite | | | |
| Incode Personnel Management Systems | | | |
| Personnel Management | 1 | | |
| <i>(Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control/Budgeting)</i> | | | |
| Employee Self Service <i>(Number of FTE Employees)</i> | 186 | | |
| <i>(Employee Portal, Leave Tracking, Time Request & Approval)</i> | | | |
| Personnel Management Consulting Service | | 16 | 2,000 |
| Payroll - Electronic Time Clock Import (Generic) | 1 | | |
| Personnel Management Suite | | 16 | 2,000 |
| Incode Customer Relationship Management Suite | | | |
| Utility CIS System | 1 | | |
| Cashiering | 1 | | |
| <i>(Support Credit/Debit Cards via ETS, PCI Compliant)</i> | | | |
| Business License | 1 | | |
| <i>(Sales Tax)</i> | | | |
| Customer Relationship Management Suite Subtotal | | | |
| Incode Content Management Suite | | | |
| Incode Printing and Reporting Solutions | | | |
| Secure Signatures <i>(includes 2 signatures)</i> | 1 | | |
| Each Signature (scan and prepare for use) | 1 | | |
| Database ERD (Entity Resource Diagram) | 1 | | |
| Content Management Suite Subtotal | | | |
| Professional Services | | | |
| INCODE Migration Services | | | |
| INCODE v.X CIS Migration Services | | 80 | 10,000 |
| <i>(Utility CIS, Cashiering)</i> | | | |
| INCODE v.X Financial Migration Services | | 80 | 10,000 |
| <i>(Financial, Personnel Management and Content Management Suites as listed above)</i> | | | |
| INCODE v.X CRM Migration Services | | 40 | 5,000 |
| <i>(Business License)</i> | | | |
| Professional Services | | | |
| Project Management | | | 2,500 |
| Professional Services Subtotal | | 200 | 27,500 |

Tyler OnDemand - Tyler Online Training Center

Marietta Fambro
Town of Taos
December 2, 2010



Service

Annual Fee

Tyler OnDemand - Tyler Online Training Center

| | |
|--|-------|
| Tyler Online Training Center | 1,769 |
| <ul style="list-style-type: none"> - Open for ALL Employees during subscription period - Unlimited Access to Live Webinars and Archived Webinars - Unlimited Access to Self Study Courses - Available 24/7 - Continuing Professional Education Credit with NASBA Standards - Live Webinars conducted monthly with an estimated 60 webinars annually - Over 45 Online Self Study Courses - General business knowledge and Microsoft Office software based courses - Courses cover a variety of topics that span the entire suite of INCODE applications <ul style="list-style-type: none"> o Financials o Payroll o Human Resources o Utility Billing o CRM o Court o Public Safety - New Webinars and Self Study Courses added throughout the year | |

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the Nati

Tyler Online Training Center Total

1,769



370 US Route One
Falmouth, Maine 04105

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

December 8, 2010

Ms. Marietta S. Fambro
Town of Taos - Finance Director
400 Camino de la Placita
Taos, New Mexico 87571

RE: Sole source procurement of version v.X

Dear Ms. Fambro:

Please accept this letter as confirmation that Tyler Technologies, Inc. ("Tyler") is the sole provider of the "v.X" version of the Tyler software. Further, Tyler is the only party authorized and able to implement, support, update and modify such software.

Please do not hesitate to call me with any questions at 800-772-2260 extension 4431.

Regards,

Stacey M. Gerard
Contracts Manager



December 28, 2010

Title:

Marietta Fambro, Finance Director

Summary:

Consideration and approval of Resolution No. 10-75; Approving the disposition of obsolete equipment owned by the Town of Taos. Items included a HP laserjet printer; HP deskjet printer, Brothers printer, 10 folding tables, Honda snowblower, MADVAC towable vacuum and a Erskine rotary snowblower.

Background:

The property listed above is no longer in need of and has a resale value of \$2,500 or less with the exception of the MADVAC towable vacuum and Erskine rotary snowblower which is \$2,500 or more. All items will be listed on Public Suplus auction site.

Attachments:

Click to download

📎 [Resolution 10-75](#)

APPROVALS:

| | | |
|--------------------|-----------|-------------|
| Date/Time: | Approval: | Department: |
| 12/17/2010 4:29 PM | Approved | Town Clerk |



Resolution 10-75

A Resolution of the Town of Taos Council approving the disposition of obsolete equipment owned by the Town of Taos.

WHEREAS, the Town of Taos owns certain personal property which the Town is no longer in need of; and

WHEREAS, the Town of Taos has specifically identified such property herein; and

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

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

The items of property identified herein will be auctioned and each has current resale value of \$2500 or less:

1. HP Laserjet printer; sn: JPGK245709
2. HP Deskjet printer 656c sn: TH1BA170WH
3. Brothers MFC 8720N printer sn: U61281F6J989316
4. 10 folding tables
5. Honda HS70 snowblower sn: 1000298

The items of property identified herein will be auctioned and each has current resale value of \$2500 or more:

1. MADVAC towable vacuum sn: 11220
2. Erskine Rotary snowblower attachment model 1812

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the property:

1. is worn-out, unusable, and obsolete to the extent that the item is no longer economical for continued use by the Town; and
2. will be disposed by auction.

PASSED, APPROVED and ADOPTED, this 28th day of December, 2010, at the Regular Meeting of the Town Council.

Councilmember 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 28, 2010

Title:

Marietta Fambro, Finance Director

Summary:

Approval of Resolution 10-77 Budget Adjustment Request: **1) General Fund (11)** - Increase revenues and interfund transfer out in the amount of \$98,594 for continuation of the Taos Express-\$15,000; a portion of the Marketing and Advertising-\$53,000; a portion amount to cover for an RFP to manage the Eco Park-\$30,594 and transfer from Executive budget to Council to cover a portion of Taos Local TV contract amendment-\$8,830. **2) Lodger's Tax Fund (23)** - Increase revenues and interfund transfer out in the amount of \$50,000 to cover a portion of the total amount of \$103,000 to cover expenditures related to the marketing and advertising program. **3) Lodger's Tax Promotional Fund (24)** - Increase interfund transfer in from General Fund for \$53,000 and \$50,000 from Lodger's Tax Fund and increase operating expense in the amount of \$103,000 to cover related expenditures to the marketing and advertising program through the end of the fiscal year. **4) Community Grants Fund (30)** - Increase interfund transfer in-\$15,000 and program revenues-\$3,000 and increase personnel and operating expenses in the amount of \$18,000 for continuation of the Taos Express program through the end of the fiscal year.

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 #10-77](#)

[Documentation Res#10-77](#)

APPROVALS:

Date/Time:

12/22/2010 1:29 PM

Approval:

Approved

Department:

Town Clerk



**TOWN OF TAOS, NEW MEXICO
RESOLUTION 10-77**

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 28th 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 28th 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.

General Fund (11)

Revenues and Other Sources:

| | |
|-----------------------|--------------|
| Gross Receipts Tax 1% | \$ 98,594.00 |
|-----------------------|--------------|

Expenditures and other Financing Uses:

| | |
|--|------------------|
| Interfund Transfer Out to Lodger's Tax Promotion Fund (24) | \$ 53,000.00 |
| Interfund Transfer Out to Community Grants Fund (30) | 15,000.00 |
| Operating Expense – Other Contractual (11-24) | <u>30,594.00</u> |
| Total | \$ 98,594.00 |

Expenditures and other Financing Uses:

| | |
|--|---------------|
| Operating Expense – Other Contractual Services (11-11) | \$(8,830.00) |
| Operating Expense – Other Contractual Services (11-24) | 8,830.00 |

(To adjust the General Fund, this budget adjustment will increase revenue and interfund transfer out and expenditures in order to continue with the Taos Express program and Marketing and advertising program; cover funds for an RFP to manage the Eco Park and transfer from Executive to Council Set-A-Side to cover a portion of Taos Local TV contract.)

Lodger's Tax Fund (23)

Revenues and Other Sources:

| | |
|----------------------|--------------|
| Lodger's Tax Revenue | \$ 50,000.00 |
|----------------------|--------------|

Expenditures and other Financing Uses:

| | |
|-----------------------------------|--------------|
| Interfund Transfer Out to Fund 24 | \$ 50,000.00 |
|-----------------------------------|--------------|

(To adjust the Lodger's Tax Fund, this budget adjustment will increase revenue and interfund transfer out in order to continue with the Marketing and Advertising program.)

Lodger's Tax Promotion Fund (24)

Revenues and Other Sources:

| | |
|---|------------------|
| Interfund Transfer In from Lodger's Tax Fund (23) | \$ 50,000.00 |
| Interfund Transfer In from General Fund (11) | <u>53,000.00</u> |
| Sub-total | \$103,000.00 |

Expenditures and other Financing Uses:

| | |
|--|------------------|
| Operating Expense – Advertising | \$ 9,000.00 |
| Operating Expense – Other Contractual Services | <u>94,000.00</u> |
| Sub-total | \$103,000.00 |

(To adjust the Lodger's Tax Promotion Fund, this budget adjustment will transfer funds in from General Fund and Lodger's Tax Fund from additional revenues received in both of these funds to cover additional expenditures associated with the Marketing and Advertising program.)

Community Grants Fund (30)

Revenues and Other Sources:

| | |
|--|------------------|
| Program Revenues – Taos Express | \$ 3,000.00 |
| Interfund Transfer In from General Fund (11) | <u>15,000.00</u> |
| Sub-total | \$ 18,000.00 |

Expenditures and other Financing Uses:

| | |
|--------------------|-----------------|
| Personnel Expenses | \$ 12,202.00 |
| Operating Expenses | <u>5,798.00</u> |
| Sub-total | \$ 18,000.00 |

(To adjust the Community Grants Fund, this budget adjustment will increase revenues and expenditures in order to continue with the Taos Express program.)

PASSED, APPROVED, AND ADOPTED THIS 28th 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: _____



Town of Taos
BUDGET TRANSFER /ADJUSTMENT REQUEST FORM

Department Name: Executive
Date Prepared: 12/21/2010
Funds Affected: General Fund (11)

| FROM (Budget to be Increased) | TO (Budget to be Increased) | AMOUNT | AMOUNT | JUSTIFICATION |
|--|--|----------------------|----------------------|--|
| Line Item Detail | Line Item Detail | | | |
| 11-00-31003 Gross Receipts Tax (1%) | 11-00-47101 Interfund Transfer Out to Fd 24 | \$ 68,000.00 | \$ 53,000.00 | This amount is a portion of addition GRT that we have received through the first six months of the fiscal year. We will transfer out \$15,000 to the Taos Express Program and \$53,000 to the Lodger's Promotional Fund for Marketing and Advertising with an amendment to Griffin & Associates. |
| | 11-00-47101 Interfund Transfer Out to Fd 30 | | \$ 15,000.00 | |
| 11-00-31003 Gross Receipts Tax (1%) | 11-24-44005 Other Contractual Service | \$ 30,594.00 | \$ 30,594.00 | This amount of \$30,594 is a portion needed to cover an RFP for the Management of the Eco Park. |
| 11-11-44005 (Decrease) Executive | 11-24-44005 Council Set-a-side | \$ 8,830.00 | \$ 8,830.00 | This amount of \$8,830 is to cover a portion of Taos Local TV contract amendment through the end of the fiscal year. |
| TOTAL | TOTAL | \$ 107,424.00 | \$ 107,424.00 | |

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

DEPARTMENT HEAD SIGNATURE *Maritta S. Stahl* DATE *12/22/10*
TOWN MANAGER AND/OR ASSISTANT TOWN MANAGER SIGNATURE _____ DATE _____
FINANCE DIRECTOR SIGNATURE _____ DATE _____

| | |
|---|--------------------------|
| Council Approval Required | |
| <input checked="" type="checkbox"/> Yes | Resolution # 10-77 |
| <input type="checkbox"/> No | Date Approved 12/28/2010 |

ACCOUNTANT SIGNATURE _____ DATE _____



Town of Taos
BUDGET TRANSFER / ADJUSTMENT REQUEST FORM

Department Name: Transportation
 Date Prepared: 12/21/2010
 Funds Affected: Community Grants Fund (30)

| FROM (Budget to be Increased) | | TO (Budget to be Increased) | |
|-------------------------------------|---------------------|----------------------------------|---------------------|
| Line Item Detail | AMOUNT | Line Item Detail | AMOUNT |
| 30-00-37099 | \$ 3,000.00 | 30-10-41001 Full-Time Employees | \$ 2,745.00 |
| Taos Express Revenues | | 30-10-41002 Part-Time Employees | \$ 4,886.00 |
| | | 30-10-41003 Temporary Employees | \$ 2,875.00 |
| 30-00-39001 | \$ 15,000.00 | 30-10-41004 Overtime | \$ 11.00 |
| Interfund Transfer In | | 30-10-41011 FICA | \$ 798.00 |
| | | 30-10-41012 Retirement | \$ 247.00 |
| | | 30-10-41013 Medical & Dental | \$ 546.00 |
| 30-10-42004 Vehicle Insurance | \$ 750.00 | 30-10-41017 Retiree Health Care | \$ 94.00 |
| 30-10-42005 Building Supply & Maint | \$ 500.00 | 30-10-42003 Veh Supplies & Maint | \$ 6,986.00 |
| | | 30-10-43007 Utilities | \$ 51.00 |
| | | 30-10-43008 Postage & Freight | \$ 11.00 |
| | | | |
| TOTAL | \$ 19,250.00 | TOTAL | \$ 19,250.00 |

JUSTIFICATION

Need to increase amount in personnel and operating costs in order to continue the Taos Express program through the end of the fiscal year. We should receive \$3,000 from program revenues and \$15,000 from interfund transfer in from general fund.

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

Manitta J. Sanl 12/21/10

DEPARTMENT HEAD SIGNATURE DATE TOWN MANAGER AND/OR ASSISTANT TOWN MANAGER SIGNATURE DATE FINANCE DIRECTOR SIGNATURE DATE

Council Approval Required.

☒ Yes ☐ No

Resolution # 10-77

Date Approved 12/28/2010

ACCOUNTANT SIGNATURE DATE

BATCH #

MID-YEAR BUDGET ADJUSTMENTS

29 Transportation 30-10

| | | Approved | | | New |
|--------------------|----------------------------------|----------|----------|----------|---------|
| Personal Services: | | Budget | Increase | Decrease | Revised |
| | | | | | Budget |
| 41001 | Full Time Employees | 5,591 | 2,745 | 0 | 8,336 |
| 41002 | Part-Time Employees | 774 | 4,886 | 0 | 5,660 |
| 41003 | Temporary Employees | 0 | 2,875 | 0 | 2,875 |
| 41004 | Overtime Pay | 250 | 11 | 0 | 261 |
| 41005 | Terminal Leave Pay | 0 | 0 | 0 | 0 |
| 41006 | Shift Differential Pay | | | | |
| 41007 | Standby Duty Pay | 0 | 0 | 0 | 0 |
| 41011 | FICA Taxes | 500 | 798 | 0 | 1,298 |
| 41012 | Retirement | 1,500 | 247 | 0 | 1,747 |
| 41013 | Medical & Dental Insurance | 1,500 | 546 | 0 | 2,046 |
| 41014 | Unemployment Insurance | 0 | 0 | 0 | 0 |
| 41015 | Worker's Compensation Insurance | 0 | 0 | 0 | 0 |
| 41016 | Worker's Compensation Admin. Fee | 0 | 0 | 0 | 0 |
| 41017 | Retiree Health Care | 50 | 94 | 0 | 144 |
| Category Total | | 10,165 | 12,202 | 0 | 22,367 |

(12,202)

| Operating Expenses: | | | | | |
|---------------------|----------------------------------|-------|-------|-------|--------|
| 42001 | Mileage & Per Diem | 0 | 0 | 0 | 0 |
| 42002 | Dues & Registration Fees | 0 | 0 | 0 | 0 |
| 42003 | Vehicle Supplies & Maintenance | 7,585 | 6,987 | 0 | 14,572 |
| 42004 | Vehicle Insurance | 750 | 0 | 750 | 0 |
| 42005 | Building Supplies & Maintenance | 1,000 | 0 | 500 | 500 |
| 42006 | Property Insurance | 0 | 0 | 0 | 0 |
| 42008 | Equipment Repair and Maintenance | 0 | 0 | 0 | 0 |
| 43001 | Office Supplies | 0 | 0 | 0 | 0 |
| 43002 | Field Supplies | 0 | 0 | 0 | 0 |
| 43003 | Sensitive Items | 0 | 0 | 0 | 0 |
| 43004 | Chemical & Lab Supplies | 0 | 0 | 0 | 0 |
| 43005 | Rentals | 0 | 0 | 0 | 0 |
| 43006 | Uniforms & Laundry | 0 | 0 | 0 | 0 |
| 43007 | Utilities | 300 | 51 | 0 | 351 |
| 43008 | Postage, Freight & Express | 0 | 11 | 0 | 11 |
| 43009 | Books, Periodicals, and Software | 0 | 0 | 0 | 0 |
| 44001 | Advertising | 0 | 0 | 0 | 0 |
| 44002 | General Liability Insurance | 0 | 0 | 0 | 0 |
| 44003 | Other Insurance Expense | 0 | 0 | 0 | 0 |
| 44004 | Professional Services | 0 | 0 | 0 | 0 |
| 44005 | Other Contractual Services | 0 | 0 | 0 | 0 |
| 44006 | Grants & Services | 0 | 0 | 0 | 0 |
| 44007 | Other Miscellaneous Expense | 0 | 0 | 0 | 0 |
| 44008 | Debt Service - Principal | 0 | 0 | 0 | 0 |
| 44009 | Debt Service - Interest | 0 | 0 | 0 | 0 |
| Category Total | | 9,635 | 7,048 | 1,250 | 15,433 |

(5,798)

| Capital Outlay: | | | | | |
|-----------------|------------------------------|---|---|---|---|
| 45001 | Land | 0 | 0 | 0 | 0 |
| 45002 | Building & Structures | 0 | 0 | 0 | 0 |
| 45003 | Utility Plant in Service | 0 | 0 | 0 | 0 |
| 45004 | Vehicles | 0 | 0 | 0 | 0 |
| 45005 | Equipment | 0 | 0 | 0 | 0 |
| 45006 | Furniture & Fixtures | 0 | 0 | 0 | 0 |
| 45007 | Computers & Office Equipment | 0 | 0 | 0 | 0 |
| Category Total | | 0 | 0 | 0 | 0 |

0

| | | | | | |
|---------------------|---------------|---------------|--------------|---------------|-----------------|
| Total Budget | 19,800 | 19,250 | 1,250 | 37,800 | (18,000) |
|---------------------|---------------|---------------|--------------|---------------|-----------------|

Funds Unallocated

(18,000)

| | |
|-------------------------|-------------------------------|
| Department Name: | Executive |
| Date Prepared: | 12/21/2010 |
| Fund Affected: | Lodger's Tax Fund (23) |

[illegible]

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

Maritta J. Landrum 12/22/10

ICE DIRECTOR SIGNATURE DATE

| DEPARTMENT HEAD SIGNATURE | DATE | TOWN MANAGER AND/OR ASSISTANT TOWN MANAGER SIGNATURE | DATE | FINANCE DIRECTOR SIGNATURE | DATE |
|---------------------------|------|--|------|----------------------------|------|
| | | | | | |

| | |
|---|--------------------|
| Council Approval Required. | |
| <input checked="" type="checkbox"/> Yes | Resolution # 10-77 |
| <input type="checkbox"/> No | |
| Date Approved | 12/28/2010 |

ACCOUNTANT SIGNATURE _____ DATE _____

BATCH #

| | |
|-------------------------|------------------------|
| Department Name: | Executive |
| Date Prepared: | 12/21/2010 |
| Fund Affected: | Lodger's Tax Fund (24) |

| FROM (Budget to be Increased) | | TO (Budget to be Increased) | |
|---|----------------------|---|----------------------|
| Line Item Detail | AMOUNT | Line Item Detail | AMOUNT |
| 24-00-39001 | \$ 50,000.00 | 24-17-44005 | \$ 94,000.00 |
| Interfund Transfer in from Fund 23 | | Other Contractual Services | |
| | | | |
| 24-00-39001 | \$ 53,000.00 | 24-17-44001 | \$ 9,000.00 |
| Interfund Transfer In from Fund 11 | | Advertising | |
| | | | |
| 24-17-44001 (Decrease) | \$ 13,500.00 | 24-00-47101 | \$ 13,500.00 |
| Other Contractual Services | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | \$ 116,500.00 | TOTAL | \$ 116,500.00 |

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

☐ Disapproved ☒ Approved

| | | | | | |
|---------------------------|------|---------------------|------|----------------------------|----------|
| | | | | | |
| DEPARTMENT HEAD SIGNATURE | DATE | TOWN MANAGER AND/OR | DATE | FINANCE DIRECTOR SIGNATURE | DATE |
| | | | | Maritza J. Lomb | 12/22/10 |

| ACCOUNTANT SIGNATURE | DATE |
|----------------------|------|
|----------------------|------|

BATCH #

| | |
|---|--------------------------|
| Council Approval Required. | |
| <input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No | Resolution # 10-77 |
| | Date Approved 12/28/2010 |



December 28, 2010

Title:

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

Summary:

Consideration and approval of Resolution 10-80 establishing a Cooperative Agreement with the New Mexico Department of Transportation for Project Number SP-5-11(145) for pavement rehabilitation, improvements and reconstruction and drainage improvement of various local streets. The Town share is twenty-five percent (25%) of the total project at \$18,004.00, and the New Mexico Department of Transportation share is seventy-five percent (75%) at \$54,013.00 for a total project amount of \$72,017.00.

Background:

The Town's share has been budgeted as a part of the normal budget process in line item 59-14-45003. We have an additional amount of \$8,190 in the Town's match for this project.

Attachments:

Click to download

[Resolution 10-80](#)

[Award Letter SP-5-11\(145\)](#)

APPROVALS:

Date/Time:

Approval:

Department:

12/21/2010 1:34 PM

Approved

Town Clerk

Resolution 10-80

A RESOLUTION OF THE TOWN OF TAOS ESTABLISHING A ROADWAY PROGRAM COOPERATIVE AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

WHEREAS, the State of New Mexico Legislature has allocated funds to the local government of the purpose of constructing and improving public roads, highways, streets and drainage; and

WHEREAS, the New Mexico Department of Transportation has advised the Town of Taos to submit a resolution with the scope of the proposed work, preliminary estimates, and the funding amount; and

WHEREAS, the Cooperative Agreement requires a twenty-five percent (25%) match in the amount of \$18,004.00 from the Town of Taos and a seventy-five percent (75%) share in the amount of \$54,013.00 provided by the New Mexico Department of Transportation for a total project amount of \$75,017.00; and

WHEREAS, the Council of the Town of Taos desires to enter into a Cooperative Agreement for the improvement of various local streets located within the Town of Taos corporate limits; and

WHEREAS, this resolution will be the authorization from the Town Council to enter into a Cooperative Agreement with the New Mexico Department of Transportation to provide matching funds for the road and drainage improvements in the Town of Taos.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF TAOS, NEW MEXICO that the Mayor has the authority as agent for the Town to enter into a Cooperative Agreement with the New Mexico Department of Transportation and the Town shall provide matching funds in the amount of twenty-five percent (25%) set aside in the Fiscal Year 2010-2011 budget, further described in the award letter from the New Mexico Department of Transportation (Attachment A)

Passed, adopted and approved, this 28th 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

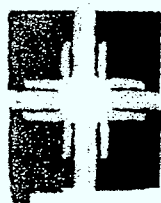
Darren M. Cordova, Mayor

ATTEST:

APPROVED AS TO FORM:

Renee Lucero, Town Clerk

Allen Ferguson, Jr., Town Attorney



New Mexico DEPARTMENT OF
TRANSPORTATION
 MOBILITY FOR EVERYONE

7/1/2010

Town of Taos
 400 Camino de la Placita
 Taos, New Mexico 87571
 ATTN: French Espinosa

Re: FUNDING 2010/2011 LGRF PROGRAM

Dear Mr. Espinosa,

At this point, I would like to inform you that the New Mexico Department of Transportation Commission has approved your project for 10/11. The funding amount is as follows:

| | <u>Project No.</u> | <u>Entity Share (25%)</u> | <u>State Share (75%)</u> | <u>Project Total</u> |
|------|--------------------|---------------------------|--------------------------|----------------------|
| COOP | SP-5-11(145) | \$18,004.00 | \$54,013.00 | \$72,017.00 |

The following will be the scope of work:

**PAVEMENT REHABILITATION/IMPROVEMENTS AND RECONSTRUCTION AND
 DRAINAGE IMPROVEMENTS OF VARIOUS LOCAL STREETS**

If the above funding amount requires that your project be adjusted from what was originally proposed (i.e. **Changing lengths or adding or deleting roads with NO change in scope for "type of work to be done"**), please submit the new adjusted project with the roads that are to be done and/or their new lengths. In this submittal you will need to submit a new Estimated Cost Summary detailing the above and all their corresponding costs and the new total for the Project.

Please submit the **resolution** for your project including the project scope, project limits and the project amounts as indicated above. Upon receipt of your resolution I will generate four contracts for execution.

If changing the scope - **as to type of work to be done** - is absolutely necessary, then you will need to submit to the District Engineer a request for this scope change in writing explaining the reason for the change and a new resolution indicating the new scope of work. This will require approval at the next Highway Commission meeting.

To ensure funding of this project the contract must be fully executed and encumbered by December 31, 2010. Therefore we will need the above as soon as possible.

I hope you find this information helpful. If you have any questions, please contact me at 476-4162. Please submit the applicable information as soon as possible so that I can send you a contract for execution.

Sincerely,

Susan Godina
 Local Government Road Fund Coordinator
 NM DOT
 District 5

Bill Richardson
 Governor

Gary L. J. Giron
 Cabinet Secretary

Commission

Johnny Cope
 Chairman

Roman Maes III
 Commissioner
 District 5

District Five Office
 P.O. Box 4127
 Santa Fe, NM 87507-4127
 505-827-9500

Miguel B. Gabaldon, Jr.
 Engineer
 District 5



December 28, 2010

Title:

Reuben Martinez, IT/ Tina Torres, Purchasing Agent

Summary:

Consideration and action to rename the contract presented at the December 14, 2010 meeting from TT-11-124 to TT-11-175 with Integrity Networking. The number was presented incorrectly. Everything else remains the same.

Background:

This renaming will correct the contract number to be TT-11-175.

Attachments:

Click to download

 [Contract TT-11-175](#)

APPROVALS:

| | | |
|--------------------|-----------|--------------|
| Date/Time: | Approval: | Department: |
| 12/16/2010 4:46 PM | Approved | Town Manager |
| 12/16/2010 4:49 PM | Approved | Town Clerk |



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
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



December 28, 2010

Title:

Francisco Espinoza, Public Works Director

Summary:

Consideration and approval of Resolution 10-82 requesting a time extension through June 30, 2011, to Grant Agreement D13034 with the New Mexico Department of Transportation for the construction of public roadways, streets and drainage, specifically Este Es Road.

Background:

The time extension is being requested because the project will not be complete by Friday, December 31, 2010.

Attachments:

Click to download

📎 [Resolution 10-82](#)

APPROVALS:

Date/Time:

12/27/2010 12:14 PM

Approval:

Approved

Department:

Town Manager

Town Clerk



Resolution 10-82

A CONTRACT FUNDING SOLUTION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION.

Whereas, the Town of Taos and the NMDOT entered into a Cooperative Agreement D13034 for the construction of public roadways, streets and drainage; 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 \$11,206 in accordance with the MAP Agreement, with the NM Department of Transportation share of \$33,618 for a total project cost of \$44,824; 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 D13034 be amended as follows:

Section 3, Page 3, Paragraph 10 - Strike "December 31, 2010" and replace with "June 30, 2011" in lieu thereof.

Section 15 (Termination), Page 8 - Strike "December 31, 2010" and replace with "June 30, 2011" in lieu thereof.

Except for the above amendment, agreement D13034 and its terms and conditions shall remain in full force and effect.

Passed, adopted and approved, this 28th 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:

Renee Lucero, Town Clerk

Allen Ferguson, Jr., Town Attorney



December 28, 2010

Title:

Marietta Fambro, Finance Director

Summary:

Consideration and approval of Resolution 10-78; Approving the transfer of 1,000 presentation folders to UNM-Taos Literacy Center and the transfer of 56 used skates to the City of Alamosa, Colorado.

Background:

The property listed above is no longer usable by the Town of Taos and the request from UNM and the City of Alamosa has been made for the use of this property.

Attachments:

Click to download

- 📄 [Resolution No. 10-78](#)
- 📄 [Request letter from UNM](#)
- 📄 [Request letter from City of Alamosa](#)

APPROVALS:

| | | |
|--------------------|-----------|-------------|
| Date/Time: | Approval: | Department: |
| 12/17/2010 4:30 PM | Approved | Town Clerk |



Resolution 10-78

A Resolution of the Town of Taos Council approving the Transfer of Folders to UNM-Taos-Literacy Ctr and the Transfer of used skates to City of Alamosa.

WHEREAS, the Town of Taos owns certain personal property which the Town is no longer in need of; and

WHEREAS, the Town of Taos has specifically identified such property herein; and

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

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

The items of property identified herein are:

1. 1,000 Purple presentation folders (estimated value: \$360) to be transferred to the UNM-Taos Literacy Center.

2. assorted used rental skates (estimated value: \$100) to be transferred to City of Alamosa.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the personal property:

1. is no longer usable by the Town of Taos ; and

2. folders will be disposed by transfer to UNM-Taos Literacy Center and the used skates will be disposed by transfer to City of Alamosa.

Pursuant to NMSA 1978, Section 3-54-2.D, the transfer of the items of personal property identified here will pass from the Town of Taos to UNM-Taos and City of Alamosa respectively upon approval of the Local Government Division of the Department of Finance and Administration and is contingent upon such approval.

PASSED, APPROVED and ADOPTED, this 28th day of December, 2010, at the Regular Meeting of the Town Council.

| | |
|---------------------------------|-------|
| Councilmember 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:

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

Carol Valade

From: Denise A Trujillo [necet@unm.edu]
Sent: Wednesday, October 20, 2010 8:22 AM
To: Carol Valade
Subject: 2 pocket folders

Hi Carol just a quick note to send you a letter showing The Literacy Center at UNM-Taos interest in your 2 pocket folders. I have attached a letter requesting the folders if you need anything else please let me know. Thank you so much for your help. My phone number is 575-737-3730 if you need to contact me for any reason.

Thanks again,

Denise Trujillo

To Whom it May Concern:

Hello, my name is Denise Trujillo, I am an instructional assistant at The Literacy Center at UNM-Taos. I am writing this letter to you as we were notified that the Town of Taos has an oversupply of 2-pocket folders that we may be able to use for our students here at our office.

Here at The Literacy Center, we offer free GED preparation classes, Adult Basic Education Classes, and English as a Second Language Classes to students that are at least 16 years of age. Last year, we served well over 300 students and believe that we will serve more than that this fiscal year. Because all of our services are provided free of charge, we are always in need of supplies for our students.

If you have any questions, please feel free to call me at 575-737-3730. Thank you for your consideration.

Sincerely,

Denise Trujillo



12/6/2010

To Whom it May Concern: Town of Taos, New Mexico

This letter is written to serve as an official request for the transfer of surplus rental ice skates from the Town of Taos to the City of Alamosa Colorado. Please see attached inventory spreadsheet of skates to be transferred.

The City of Alamosa greatly appreciates the donation of rental skates that will be used to help support the community ice skating program at our local ice facility.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Bergann", is positioned above the printed name and title.

Heinz Bergann, Director
Parks, Recreation & Library
2222 Old Sanford Rd
Alamosa, CO 81101
719.589.2105
www.AlamosaLibrary.org
www.CityofAlamosa.org
www.AlamosaRec.org

Carol Valade

From: Brian Greer
Sent: Monday, December 06, 2010 11:13 AM
To: Carol Valade
Subject: FW: TAOS - surplus ice skates - intergovernmental transfer
Attachments: Taos Rental Skate Transfer 2010.doc
FYI

From: brian benke [mailto:brianbenke@gmail.com]
Sent: Monday, December 06, 2010 11:06 AM
To: Brian Greer
Subject: Re: TAOS - surplus ice skates - intergovernmental transfer

Brian- Thank you very much. I have attached a letter of request for your purposes. Let me know and we will be down to pick them up.

Thanks!

On Mon, Dec 6, 2010 at 9:45 AM, Brian Greer <BGreer@taosgov.com> wrote:

Good morning Brian,

Good speaking with you again.

We have about 43 or so pairs of ice skates (see the attachment) that we have identified as ones we can transfer to you as surplus equipment, similar to what we did last time for your Recreation Dept. in Alamosa. Good luck with your rink.

Please get me an official letter requesting the transfer of the skates, so our finance department can make arrangements. We'll move as fast as we can, have to go before City Council to approve, and I'll call you to arrange for your to pick them up.

My best,

Brian

Brian E. Greer
Director
Taos Youth & Family Center
407 Paseo del Canon East
Taos, NM 87571
575-758-4160
www.TaosYouth.com

--

Brian Benke

Figure

| <u>QTY</u> | <u>Size</u> |
|------------|-------------|
| 1 | 9 Children |
| 1 | 11 Children |
| 1 | 12 Children |
| 2 | 1 Children |
| 2 | 3 Children |
| 1 | 4 Children |
| 1 | 5 Womens |
| 2 | 6 Womens |
| 3 | 7 Womens |
| 3 | 8 Womens |
| 4 | 9 Womens |
| 2 | 10 Womens |
| 1 | 11 Womens |
| 5 | 5 Mens |
| 5 | 6 Mens |
| 5 | 7 Mens |
| 2 | 9 Mens |
| 1 | 11 Mens |
| 2 | 12 Mens |

44

Hockey

| <u>QTY</u> | <u>Size</u> |
|------------|-------------|
| 1 | 2 |
| 1 | 4 |
| 1 | 5 |
| 2 | 8 |
| 2 | 9 |
| 3 | 10 |
| 2 | 11 |

12



December 28, 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, November 23, 2010 and December 14, 2010)***

Background:

Attachments:

Click to download

 [Facilities Use Agreement](#)

 [Ordinance](#)

APPROVALS:

Date/Time:

12/17/2010 5:11 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 (10th) 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 |
|--|---|
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

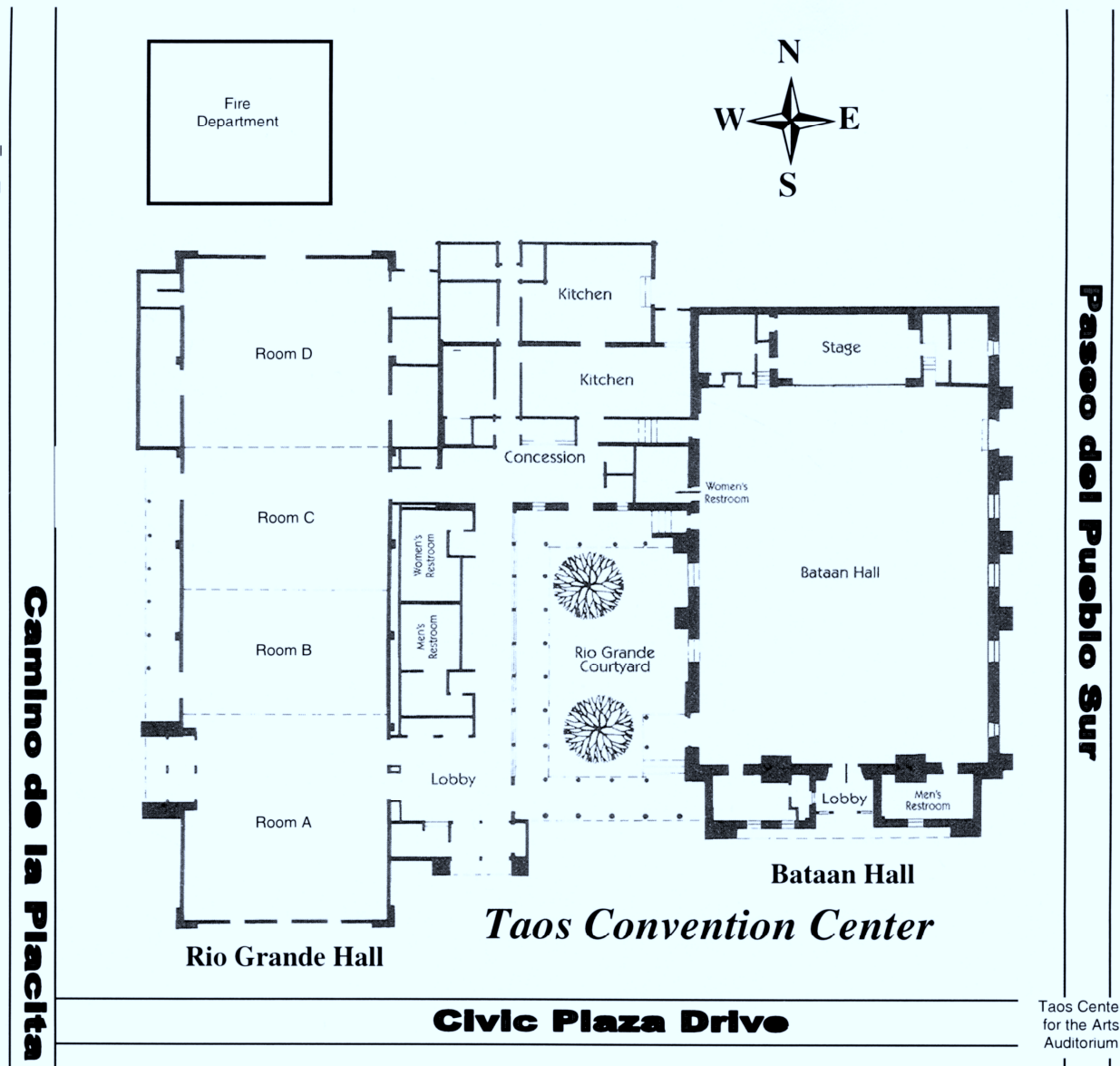
APPROVED AS TO FORM:

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 23rd 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 23rd 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 23rd 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

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

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 28, 2010

Title:

Allen Ferguson

Summary:

Adoption of Resolution 10-81 waiving requirement of Town Code Sec. 3.100.060 that a Town employee who is a candidate for elective office take leave beginning 30 days before the election in the case of Joel Flory, Fleet Mechanic, who is running for the Questa School Board (election February 1, 2011), given the hardship to the Town of being deprived of Mr. Flory's services given the workload of the Department, especially during winter weather; PROVIDED, HOWEVER, that Mr. Flory not campaign on Town time and not use Town equipment or facilities for his campaigning.

Background:

Attachments:

Click to download

 [REsolution 10-81](#)

APPROVALS:

| | | |
|---------------------|-----------|-------------|
| Date/Time: | Approval: | Department: |
| 12/27/2010 10:17 AM | Approved | Town Clerk |



Resolution 10-81

WAIVER OF REQUIREMENT THAT TOWN EMPLOYEE WHO IS A CANDIDATE FOR NON-PARTISAN ELECTIVE OFFICE TAKE LEAVE FOR 30 DAYS PRIOR TO ELECTION

WHEREAS, Town of Taos Code Section 3.100.060, Preelection Leave, states:

A town employee who chooses to run or campaign for political office and who wishes to campaign during working hours shall be required to use accrued personal leave, compensation time or leave without pay subject to his/her department head's approval. In any event, a town employee who is running for an elective public office shall go on accrued personal leave, compensation time or leave without pay not less than thirty (30) days before the date of the election in which the town employee is a candidate; and

WHEREAS, Town employee Joel Flory is on the ballot and wishes to run for the elective, non-partisan office of School Board Member in the Village of Questa, the election to be held on February 1, 2011; and

WHEREAS, Mr. Flory is one of only three fleet mechanics employed by the Town of Taos who must service approximately 280 pieces of equipment and may be called upon to perform extra work during winter storms; and,

WHEREAS, Mr. Flory's services therefore are needed by the Town during the 30 days prior to the February 1, 2011 election; and

WHEREAS, Mr. Flory has requested a waiver from the foregoing requirement that he go on leave at least 30 days prior to the election, and has stated that if granted such a waiver he will not campaign during working time; and

WHEREAS, the Town of Taos does not wish to put up barriers to its employees serving their communities by running for non-partisan offices that do not conflict with their duties as Town employees; and

WHEREAS, the Governing Body of the Town of Taos finds that it would serve the Town's best interests, for the reasons above stated, to grant Mr. Flory a one-time waiver from the foregoing requirement of the Town Code and would cause a hardship to the Town if the waiver were not granted:

NOW, THEREFORE, BE IT RESOLVED that:

Town of Taos employee Joel Flory is hereby granted a waiver from the requirement of Town of Taos Code Section 3.100.060 that he take leave beginning 30 days prior to the February 1, 2011 Questa School Board election, for which he is a candidate, provided, however, that Mr. Flory may not campaign in any way during Town of Taos working time, or use Town of Taos equipment or facilities for campaigning.

PASSED, ADOPTED AND APPROVED THIS 28TH DAY OF DECEMBER, 2011.

| | |
|---------------------------------|-------|
| Councilmember 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
ATTORNEY

Allen Ferguson, TOWN



December 28, 2010

Title:

Lodgers' Tax Advisory Board

Summary:

Consideration and approval to appoint two members to serve on the Town of Taos Lodgers Tax Advisory Board with a two year term limit commencing January 1, 2011 through December 31, 2013.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

| | | |
|--------------------|-----------|-------------|
| Date/Time: | Approval: | Department: |
| 12/16/2010 4:47 PM | Approved | Town Clerk |



December 28, 2010

Title:

Mayor Cordova

Summary:

Appointment of Mayor Pro-Tempore - Town of Taos Ordinance No. 10-26 that was approved and adopted November 9, 2010 states the Town Councilors shall elect from their own body a Mayor Pro-Tempore to act in the absence of the Mayor, except as otherwise may be provided by the law or ordinance.

Background:

Attachments:

[Click to download](#)

No Attachments Available

APPROVALS:

| | | |
|--------------------|-----------|--------------|
| Date/Time: | Approval: | Department: |
| 12/16/2010 4:48 PM | Approved | Town Manager |
| 12/16/2010 4:48 PM | Approved | Town Clerk |