



AGENDA
April 12, 2011
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. APPROVAL OF MINUTES

A. March 22, 2011 Regular Meeting Minutes

B. March 22, 2011 Special Meeting Minutes

6. CITIZENS FORUM

A. Doug Bachtel

Discussion regarding purchase of Taos Gymnastics Academy.

B. Siena Sanderson and Lucy Perera

Discussion regarding Neighborhood Arts Project.

The items in the Consent Agenda below have been reviewed by the Mayor and the Mayor has placed these items on the Consent Agenda for the purpose of voting on all items with one vote.

7. CONSENT AGENDA

A. Francisco "French" Espinoza Public Works Director

Consideration and approval to accept Contract #D13328A Municipal Arterial Program Cooperative Agreement in the amount of \$176,090.00 (NMDOT share of 75%). For the purpose of the design, reconstruction and drainage improvements to Camino de la Merced from Paseo del Pueblo Sur (NM 68) to Salazar Rd. (Town's 25% match is \$58,697)

B. Marietta Fambro, Finance Director

Recommendation to enter into a contract with Xerox through Aspen Business Systems, Inc. to lease 3 copiers which consist of: 1) WC5755APT, monthly lease - \$537.11 (includes 10,000 copies), excess copies x \$.0074 for Finance; 2) WC5230APT, monthly lease - \$262.36 (includes 3,200 copies), excess copies x \$.0107 for Human Resources; 3) WC5230APT, monthly lease - \$280.17 (includes 4,500 copies), excess copies x \$.0107 for Legal. Lease terms is 48 months in the amount of \$1,079.64 monthly. All pricing is in accordance with the State of New Mexico Master Lease SPD# 90-00086. A full service maintenance agreement includes stated copies per month as well as parts, labor and copy cartridge supplies.

C. Matthew Foster, Long Range Planner

Consideration and approval to apply for a grant from the National Endowment of the Arts "Our Town" grant program. The grant will assist with the pre-development costs of the Artspace project. The Town will request \$250,000 in partnership with Artspace for the design, engineering, and financing of the proposed 35 live/work rental units to be constructed at the parking lot at the Taos Community Auditorium. The Town is required to commit at 50% cash match to the grant. If the grant is awarded, the Town will be eligible for another grant through the Kresge Foundation and Artspace in the amount of \$150,000. The pre-development phases is estimated to take two years. The Planning & Zoning Department is requesting approval to apply for the grant.

8. MATTERS FROM STAFF**A. Daniel Miera, Town Manager**

Update by Luis Reyes, CEO of Kit Carson Electric, regarding the broadband project and the proposed rate increase.

B. Francisco "French" Espinoza, Public Works Director

Consideration and approval to award Bid No. 10-11-17 Road & Construction Materials & Services. This will be a multiple source award that will be awarded to the six qualified bidders. In the event that the low bidder is unable to perform the work the Town reserves the right to contact the next low bidder and so on.

9. PUBLIC HEARINGS**A. Allen Ferguson, Town Attorney**

Consideration and approval of Ordinance No. 11-07; An Ordinance amending Title 13 Chapter 4 of the Town Code (Water Policy, Water Rights and Watercourses) to clarify certain situations in which connection to Town water and payment of hook-up fees along with transfer of water rights or payment of water rights user fees are or are not required.

10. MATTERS FROM THE TOWN MANAGER**A. Update on Reorganization Process: Phase II**

Daniel Miera, Town Manager will update Mayor and Council on the Reorganization Process: Phase II.

11. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. Councilmember Sanchez

Discussion regarding sign code and possible direction to staff.

12. EXECUTIVE SESSION

Cristobal de la Serna Land Grant

The Council will adjourn to go into Executive Session to discuss attorney-client privilege pertaining to threatened litigation regarding Cristobal de la Serna Land Grant Lawsuit pursuant to NMSA 1978 10-15-1-H.7.

Possible Action

Possible action to be taken regarding the Cristobal de la Serna Land Grant issue.

13. 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.*



April 12, 2011

Title:

March 22, 2011 Regular Meeting Minutes

Summary:

Background:

Attachments:

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 [Minutes](#)

APPROVALS:

Date/Time:

4/1/2011 4:54 PM

Approval:

Approved

Department:

Town Clerk



MINUTES
March 22, 2011
Regular Meeting
Town Council Chambers - 120 Civic Plaza Drive
1:30 PM

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

The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:37 p.m.

2. ROLL CALL

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

Those present were:

Mayor, Darren M. Cordova
 Councilmember, A. Eugene Sanchez
 Councilmember, Amy J. Quintana
 Councilmember, Michael A. Silva
 Youth Councilmember, Brooke Cisneros

Also present were:

Town Manager, Daniel Miera
 Assistant Town Manager, Abigail Adame
 Town Clerk, Renee Lucero
 Town Attorney, Allen Ferguson

Absent/Excused was:

Mayor Pro Tem, Rudy C. Abeyta

3. PLEDGE OF ALLEGIANCE

Councilmember Silva led the audience in the pledge of allegiance.

4. APPROVAL OF AGENDA

ADD Executive Session: Limited personnel matters regarding the Town Attorney pursuant

to NMSA 1978 10-15-1-H.(2).

Councilmember Silva made a motion to approve the Agenda as amended. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

5. APPROVAL OF MINUTES

A. February 22, 2011 Regular Meeting Minutes

Councilmember Silva made a motion to approve the Minutes of February 22, 2011 as presented. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

B. March 8, 2011 Regular Meeting Minutes

Councilmember Silva made a motion to approve the Minutes of March 8, 2011 as presented. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

6. AWARDS AND RECOGNITIONS

A. Certificates of Recognition

Mayor Cordova presented Certificates of Recognition to the following departments and individuals who volunteered and helped out during the natural gas outage in February:

- Officer David Weaver
- Police Department
- Taos Fire Department
- Taos Volunteer Fire Department
- IT Department
- Public Works Department
- Public Utilities Department
- Cathy Connelly, Public Relations Director
- Loretta Trujillo, Human Resources Director
- Renee Lucero, Town Clerk
- Marietta Fambro, Finance Director
- Mark Fratrack, Airport Manager
- George Jaramillo, Library Director
- Buildings & Grounds Department
- Taos Convention Center
- Taos Public Library
- Youth & Family Center
- Abigail Adame, Assistant Town Manager

B. Certificates of Achievement

Mayor Cordova presented Certificates of Achievement to the following gymnasts who placed in their divisions at the 2011 New Mexico Gymnastics State Championships:

STATE CHAMPIONS**Level 5- Different age categories:**

Abby Gunther, 1st Place

Jackie Jagers, 1st Place

Level 3- Different age categories:

Ali Gersten, 2nd Place

Maya Forte, 4th Place

Rhiannon Leonard, 4th Place

Zoe Landgraf, 4th Place

Paige Sutton, 5th Place

Chloe Bouchie-Muller, 6th Place

Lillith Lewis, Qualified for State

Level 4- Different age categories:

Lucia Shorr, 3rd Place

Shaylee Miera, 3rd Place

Kristianna Garcia, Qualified for State

Aria Bowden, Qualified for State

Level 6- Different age categories:

Lena Heino, Qualified for State

7. CITIZENS FORUM

Matthew Spriggs stated there has been misinformation circulating regarding events that took place while he was employed by the Town of Taos regarding Vigil's Sand and Gravel. He informed the Council that he is available to give his professional perception on the situation.

Mr. Spriggs also asked Council to consider applying for CDBG Funds in the future for affordable housing.

Mayor Cordova thanked Mr. Spriggs for hosting the Arts & Cultural District Meeting that took place last night. He stated the meeting room was packed. He also stated he appreciates that Mr. Spriggs is staying involved in the community.

8. MATTERS FROM STAFF**A. Daniel Miera, Town Manager**

Presentation by Judy Hoffer regarding UNM Literacy Program update.

Ms. Hoffer thanked the Town of Taos and the community for supporting the Literacy Program. She stated the program provides free services such as GED preparation, adult literacy, English as a second language, college preparation, as well as many other services.

Ms. Hoffer also stated the Literacy Program is one of twenty-seven federally funded programs in the state of New Mexico and is one of the top performing

programs meeting or exceeding state targets in different categories.

Joseph Cortez stated he is 16 years old and recently graduated from the UNM GED program with high scores, qualifying him for the Bridges Scholarship. He explained when he was in high school he made bad choices during his freshman year which followed him through his sophomore year. He made the decision to seek assistance at the Literacy Center after he realized that high school was not working for him. He was able to succeed due to the learning atmosphere at the Literacy Center. He now plans on attending college and aspires to join the Marine Corps.

Paul LeBrun stated he closed his machine shop in 2006 due to problems with arthritis and he now values education. He believes young people need personalized teaching and non-judgmental teachers. After losing his business, he began writing and went to the Literacy Center to for assistance on becoming a better writer. Today he is a high school graduate and will go to college to become a teacher in hopes of teaching at the Literacy Center.

Mayor Cordova thanked Ms. Hoffer for her efforts and for keeping the program going.

B. Loretta Trujillo, Human Resources Director

Consideration and approval of Resolution 11-16; Waiving the provisions of Town Code 3.80.070 with respect to hiring of an immediate family member of a current Town employee. The Town proposes to hire Ronald Montez as a Police Officer within the Police Department. Ronald is the father of current Police Officer Jacob Montez. The employment of Ronald Montez as a Police Officer would not (1) create a direct or indirect supervisor/subordinate relationship, or (2) create either an actual conflict of interest or the appearance of a conflict of interest.

Ms. Trujillo stated the Town followed a competitive process and out of eight applicants, Mr. Montez was the most qualified.

Councilmember Silva made a motion to approve Resolution 11-16 as presented. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

C. Loretta Trujillo, Human Resources Director

Consideration and approval of Resolution 11-17; Waiving the provisions of Town Code 3.80.070 with respect to hiring of an immediate family member of a current Town employee. The Town proposes to hire Angel Martinez as a Communications Equipment Operator within the Communications Department. Angel is the step-son of current Police Employee, Lt. David Maggio. The employment of Angel Martinez would not (1) create a direct or indirect supervisor/subordinate relationship, or (2) create either an actual conflict of interest or the appearance of a conflict of interest.

Ms. Trujillo stated the Town followed a competitive process and out of fourteen

applicants, Mr. Martinez was the most qualified.

Councilmember Quintana made a motion to approve Resolution 11-17 as presented. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

D. Matthew Foster, Long Range Planner

Presentation of the draft summary Housing Plan. Housing Strategy Partners was hired to complete a comprehensive plan for providing affordable housing to low- and moderate-income families. Housing Strategy Partners presented the summary draft plan and discuss the barriers and opportunities for providing affordable housing.

Monica Abeita and Alexandria Ladd, with Housing Strategy Partners, presented the draft summary Housing Plan to the Mayor and Council and stated they plan to present the final plan in May, 2011 depending on New Mexico Mortgage Finance Authority's approval and comments. Furthermore, Ms. Abeita stated the scope of the project has been prepared in accordance with the Affordable Housing Act and New Mexico Mortgage Finance Authority and is consistent with the Town's comprehensive plan. In addition, Ms. Abeita handed out draft recommendations and asked the Mayor and Council to review the recommendations and present any questions or suggestions prior to the finalization of the plan.

E. Matthew Foster, Long Range Planner

Presentation and update regarding the Energy Efficiency and Conservation Block Grant. The Town received \$490,490 for the installation of a solar photovoltaic system at Town Hall, energy assessments of seventeen Town-owned buildings, a greenhouse gas emissions inventory, public education, and staff training to implement the High Performance Building Ordinance. The Town's consultants and staff updated the Council on the status of these projects.

Mr. Foster stated the installation of the photovoltaic solar panels at Town Hall will be completed the first week of April.

Lynn Benfield, with Global Energy, reported on energy assessments of the seventeen Town-owned buildings and stated Town staff has been extremely cooperative in providing information in order for the assessments to be conducted. She reviewed the process in conducting the assessments.

Jim Palmer, with NRG Engineering, reviewed the building resource audits for the Town of Taos and explained how energy is used in Town buildings and how energy can be saved.

A lengthy discussion ensued regarding the study's observance of high energy spikes due to outages from Kit Carson Electric. Mayor Cordova stated he has contacted Luis Reyes, CEO of Kit Carson Electric, and he is available to meet any time tomorrow to discuss this issue.

William Brown, with Sage West Consultants, gave a presentation regarding greenhouse gas emissions. He stated his goal is to encourage dialogue to recognize new technology, new policy, and new forms of economics and also to recognize that issues in Taos are shared across the region, nation and around the world. He stated the next step will be to meet with Mr. Foster on finalizing the report.

Councilmember Silva thanked Mr. Brown for his presentation and his expertise and asked him to continue assisting the Town with staying on course.

9. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

- Youth Councilmember Cisneros stated she will be graduating in two months and asked how her replacement will be handled and also asked if Mayor and Council would consider appointing a junior instead of a senior because seniors are normally very busy preparing for graduation. Mayor Cordova stated appointment of a junior may be considered and asked Youth Councilmember Cisneros to meet with the Town Manager or Assistant Town Manager to begin the process of seeking a replacement.
- Councilmember Quintana stated Taos Plaza is in need of many repairs and asked that employees start working in segments to address the repairs. She also requested that more seating and benches be placed on the Plaza, and would like to see this accomplished before Taos Plaza Live begins. Furthermore, in an effort to make the Plaza more inviting, she proposed allowing food booths to vend during Taos Plaza Live. Additionally, she believes the kiosk located on the Plaza should be open more often especially during summer months.

Councilmember Silva commended Councilmember Quintana on her excellent ideas.

Mr. Miera stated the Council will soon begin developing their priorities and these ideas can be addressed during that process.

- Francisco "French" Espinoza, Public Works Director, stated Dave Noll, Executive Director of Stray Hearts Animal Shelter, has approached the Town of Taos and offered the use of their property to construct the dog park. Mr. Espinoza provided a hand-out outlining his suggested criteria for design and operations of the dog park.

Ms. Adame stated Mr. Foster has informed her that the Town will need a Special Use Permit for this project and Planning and Zoning Commission approval is required. The earliest a public hearing can be scheduled (due to advertising requirements) is June 4th; however, she will investigate whether the process can be expedited.

Council gave direction to staff to move forward with scheduling a public hearing.

- Councilmember Silva asked for an update on the parking at the Recycling Center. Mr. Espinoza stated funding has been allocated to enclose the parking lot with a fence.

10. EXECUTIVE SESSION

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

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

At 5:40 p.m., Councilmember Quintana made a motion to come out of Executive Session and stated discussion in the Executive Session was limited to the item as it was called for. Councilmember Sanchez seconded the motion. The motion was confirmed by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

11. ADJOURNMENT

A motion was made by Councilmember Silva and seconded by Councilmember Quintana to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 5:40 p.m.

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

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



April 12, 2011

Title:

March 22, 2011 Special Meeting Minutes

Summary:

Background:

Attachments:

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 [Minutes](#)

APPROVALS:

Date/Time:

4/1/2011 4:54 PM

Approval:

Approved

Department:

Town Clerk



MINUTES
March 22, 2011
Special Meeting
Town Council Chambers – 120 Civic Plaza Drive
5:30 p.m.

1. CALL TO ORDER: The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 5:40 p.m.

2. ROLL CALL: Ms. Renee Lucero, Town Clerk, called roll and a quorum was present.

Those present were:

Mayor	Darren M. Cordova
Councilmember	A. Eugene Sanchez
Councilmember	Amy J. Quintana
Councilmember	Michael A. Silva
Youth Councilmember	Brooke Cisneros

Also present were:

Town Manager	Daniel Miera
Town Clerk	Renee Lucero

Absent/excused was:

Mayor Pro Tem	Rudy C. Abeyta
Assistant Town Manager	Abigail Adame
Town Attorney	Allen Ferguson

3. PLEDGE OF ALLEGIANCE: Brian Greer, Youth & Family Center Director and Taos Ice Tigers Head Coach, led the audience in the pledge of allegiance.

4. MATTERS FROM MAYOR AND COUNCIL

Recognition of 2010-2011 Taos Hockey State Champions.

Town of Taos Special Meeting Minutes

March 22, 2011

1 Mayor Cordova presented certificates of achievement to the following
2 individuals:

3
4 **Taos Ice Tigers 2010-2011 - NM State Champions**

5 **Players:**

6 Andrew Moon
7 Wyatt Lawson-Hall
8 Isaiah Tyree
9 Aaron Molina
10 Anthony Lucero
11 Nico Burge
12 Hank Harter
13 Val Pezzella
14 Francisco Vigil
15 Allen Palmer
16 Keith Imberger
17 Nick Lemley
18 Mateo Vigil
19 Donovan Sisco

20
21 **Manager**

22 Annette Bowden

23
24 **Assistant Coaches:**

25 Jalmar Bowden
26 Matt Spriggs

27
28 **Head Coach:**

29 Brian Greer

30
31 Mayor Cordova thanked the community, especially the parents, for ensuring
32 that the youth have the tools necessary for them to succeed.

33
34 Mr. Greer stated it is with great pleasure that the team is here again. He
35 stated they met every morning at 5:30 a.m. He also explained that the
36 players' dream when they were eight graders was to be the State Champions
37 as high school seniors and their reached their goal.

38
39 The Councilmembers congratulated the team on a job well done.

40
41 Mayor Cordova stated this is what community is all about and stated the
42 Council is committed to providing the best facilities for the youth of Taos.

- 43
44 **5. ADJOURNMENT: A motion was made by Councilmember Silva and**
45 **seconded by Councilmember Sanchez to adjourn the meeting. The**
46 **motion carried unanimously and the meeting adjourned at 5:54 p.m.**

Town of Taos Special Meeting Minutes

March 22, 2011

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APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

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April 12, 2011

Title:

Doug Bachtel

Summary:

Discussion regarding purchase of Taos Gymnastics Academy.

Background:

Attachments:

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No Attachments Available

APPROVALS:

Date/Time:

4/4/2011 3:00 PM

Approval:

Approved

Department:

Town Clerk



April 12, 2011

Title:

Siena Sanderson and Lucy Perera

Summary:

Discussion regarding Neighborhood Arts Project.

Background:

Attachments:

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No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
4/5/2011 11:44 AM	Approved	Town Clerk



April 12, 2011

Title:

Francisco "French" Espinoza Public Works Director

Summary:

Consideration and approval to accept Contract #D13328A Municipal Arterial Program Cooperative Agreement in the amount of \$176,090.00 (NMDOT share of 75%). For the purpose of the design, reconstruction and drainage improvements to Camino de la Merced from Paseo del Pueblo Sur (NM 68) to Salazar Rd. (Town's 25% match is \$58,697)

Background:

The MAP Program will assist the Town of Taos in the engineering design and development of the Roadway Project (Camino de la Merced).

Attachments:

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 [Agmt](#)

APPROVALS:

Date/Time:	Approval:	Department:
4/1/2011 4:57 PM	Approved	Town Manager
4/1/2011 4:58 PM	Approved	Town Clerk

Contract No. D13328
 Vendor No. 54367
 Project No. MAP-7655(902)
 Control No. HW2 L500011

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into this 27th day of October, 2010, by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, herein referred to as "**DEPARTMENT**" and the **Town of Taos** herein referred to as "**TOWN**".

In consideration of the covenants contained herein and pursuant to the NMSA 1978, Section 67-3-28, as amended, and Section 67-3-28.2 NMSA, as amended, and Commission Policy No. 44-92, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE -- PURPOSE:

The purpose of this Agreement is for the **Design, Reconstruction, and Drainage Improvements to Camino de la Merced from Paseo del Pueblo Sur (NM 68) to Salazar Rd**. This project shall hereafter be referred to interchangeably as "Project" or "Project Control No. **L500011**." The Project is a joint and coordinated effort for which **DEPARTMENT** and the "**TOWN**" each have authority or jurisdiction. This agreement shall specify and delineate the rights and duties of the parties hereto.

SECTION TWO -- PROJECT FUNDING BY PARTIES:

1. The total estimated cost for Project Control No. **L500011** is **Two Hundred Thirty Four Thousand Seven Hundred Eighty Seven Dollars (\$234,787.00)** to be funded in proportional share by the parties hereto as follows:

- a. **DEPARTMENT'S 75% share shall be** **\$ 176,090.00**

For the **Design, Reconstruction, and Drainage Improvements to Camino de la Merced from Paseo del Pueblo Sur (NM 68) to Salazar Rd**

b. **The TOWN'S 25% match share shall be** **\$ 58,697.00**

For the purpose stated above

c. **The Total Estimated Project Cost** **\$ 234,787.00**

2. The TOWN shall pay all Project costs that exceeds **Two Hundred Thirty Four Thousand Seven Hundred Eighty Seven Dollars (\$234,787.00)**.

SECTION THREE -- TOWN SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the plans developed for Project Control No. **L500011**.
3. Adopt a written Resolution of support for the Project, including as assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
4. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
5. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
 - a. Utility relocation;
 - b. Drainage and storm drain design;
 - c. Geotechnical design;
 - d. Pavement design;
 - e. Traffic design;
 - f. Structural design;
 - g. Environmental and archeological clearances;
 - h. Right-of-way maps; and
 - i. Hazardous substance/waste site(s) contamination investigations.
6. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.

7. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
8. Design the Project in accordance with **Appendix A**, "Minimum Design Standards", which is hereby incorporated into this Agreement.
9. Adhere to **Appendix B**, "Minimum Survey and Right of Way Acquisition Requirements", which is hereby incorporated into this Agreement.
10. Comply with **Appendix C**, "Construction Phase Duties and Obligations", which is hereby incorporated into this Agreement.
11. Furnish the **DEPARTMENT'S** District Five Office written "**Certification of the Pre-Construction Contract Phase**," prior to project construction, and "**Certification of the Construction Phase**," upon project completion, (See Certification No. 1 and No. 2, which are hereby incorporated by reference into this Agreement). The "**TOWN**" shall also furnish the **DEPARTMENT** upon completion of project, an "AS BUILT" summary of costs and quantities, attached to Certification No. 2 submitted as "AS BUILT Summary of Costs and Quantities," which shall reflect the total cost of project as stated in Certification No. 2. The Mayor or his/her designee shall execute both these certifications and this Agreement. Failure of the "**TOWN**" to furnish the above certification to the **DEPARTMENT** within thirty (30) days of Project completion shall amount to a material breach of this Agreement and shall entitle the **DEPARTMENT** to cease performance of any obligation set forth in this Agreement at its sole discretion. If Certification No. 1 is not furnished prior to project construction and Certification No. 2 and "AS BUILT Summary of Costs and Quantities" are not furnished to the **DEPARTMENT** within thirty (30) days of project completion, the "**TOWN**" shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this Agreement.
12. Obtain all required written agreements or permits relating to any realignment of "**TOWN**" roads, when applicable, from all public and private entities.
13. Advertise, let, and supervise the construction of Project Control No. **L500011**
14. Agree that the funds identified in Section Two should be contractually committed

- between the “**TOWN**” and a contractor by June 30, 2011
15. Maintain all records and documents relative to this Agreement for a minimum of five (5) years.
 16. Furnish the **DEPARTMENT**, upon demand, all records relevant to this Agreement and to allow the **DEPARTMENT** and State Auditor the right to audit all records, which support the terms of this Agreement.
 17. Maintain all facilities constructed or reconstructed with Project funds.
 18. Allow the **DEPARTMENT** to perform a final inspection of the Project for the purpose of determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the **DEPARTMENT**, shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
 19. The “**TOWN**” shall complete project by June 30, 2012. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the **DEPARTMENT** shall claim reimbursement from the “**TOWN**” of any unexpended funds disbursed in the performance of this Agreement.

SECTION FOUR -- BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the **DEPARTMENT** shall be accounted for and disposed of by the “**TOWN**” as directed by the **DEPARTMENT**.
2. That no money in the Local Government Road Fund shall be used by the **DEPARTMENT** to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to Section 67-3-28.2, NMSA 1978 (1995 Supp.), as amended, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall

control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION FIVE -- PROJECT RESPONSIBILITY:

The Improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the **DEPARTMENT**.

SECTION SIX -- "TOWN'S" SOLE JURISDICTION:

By reason of the **DEPARTMENT'S** participation in the funding of this Project, the **DEPARTMENT** is not incorporating this Project into the State Highway System, nor is the **DEPARTMENT** assuming any maintenance or user responsibility or liability for participation in this Project.

SECTION SEVEN -- PEDESTRIAN, BICYCLE, & EQUESTRIAN FACILITIES:

In accordance with NMSA 1978, Section 67-3-62, construction of highways along new alignments or for purposes of substantially widening highways along existing alignments shall consider provisions for pedestrian, bicycle, and equestrian facilities concurrent with the design of the Project.

SECTION EIGHT -- EQUAL OPPORTUNITY COMPLIANCE:

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

SECTION NINE –LEGAL COMPLIANCE

The “TOWN” shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this AGREEMENT, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The “TOWN” shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TEN -- THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION ELEVEN -- NEW MEXICO TORT CLAIMS ACT:

No Provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the **DEPARTMENT** or of the “TOWN” arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claim Act, NMSA 1978. Section 41-41-1 et seq. (1976).

SECTION TWELVE -- ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The “TOWN” shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The “TOWN” shall furnish the **DEPARTMENT** and State Auditor, upon demand, any and all such records relevant to this AGREEMENT. If an audit finding determines that specific funding was inappropriate or not related to the Project, the “TOWN” shall reimburse that portion to the **DEPARTMENT** within thirty days of written notification. If

documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the **DEPARTMENT** within thirty days.

SECTION THIRTEEN -- AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall terminate upon written notice given by the **DEPARTMENT** to the "TOWN". The **DEPARTMENT** is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the **DEPARTMENT**. The **DEPARTMENT'S** decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FOURTEEN -- DISBURSEMENT OF FUNDS:

Disbursement(s) to the "TOWN" shall be made after receipt of a cover letter requesting disbursement of funds, Notice of Award/Work Order, Notice to Proceed, Planned Summary of Costs and Quantities, and verification of available funds. All required documents shall include **DEPARTMENT** project and control numbers.

SECTION FIFTEEN -- TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire AGREEMENT between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SIXTEEN -- TERMINATION:

1. This Agreement terminates on June 30, 2012. Neither party shall have any obligation under this

Agreement after said date.

2. The **DEPARTMENT** has the option to terminate this Agreement if the "**TOWN**" fails to comply with any provisions of this Agreement.

SECTION SEVENTEEN – SEVERABILITY:

In the event that any portion of this contract is determined to be void, unconstitutional, or otherwise unenforceable, the remainder of this contract shall remain in full force and effect.

SECTION EIGHTEEN – AMENDMENT:

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

IN WITNESS WHEREOF, the parties have set their hands and seal this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:  Date: 10/27/10
Deputy Secretary or Designee

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

By:  Date: Aug 6, 2010
Assistant General Counsel

(Signatures Continue on Next Page)

"Town of Taos"

By: [Signature]
Mayor

Date: 10/5/2010



By: [Signature]
"TOWN" Clerk

Date: 10/5/2010

APPROVED AS TO FORM BY THE "TOWN" ATTORNEY

By: [Signature]
"TOWN" Attorney

Date: 9/30/10

APPENDIX A

Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
 - m. The "**TOWN**" may use "**TOWN**" established local design standards if approved by the District Engineer, for each project.

APPENDIX B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32 or as amended.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **"TOWN"** staff or consultants may not be used to perform any R/W functions unless the **"TOWN"** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.

10. Appraisals shall not begin until the **"TOWN"** has 100% complete R/W maps. **"TOWN"** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **"TOWN"** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **"TOWN"** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to project R/W files upon reasonable notice.
14. The **"TOWN"** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

APPENDIX C

Construction Phase Duties and Obligations

1. The **“TOWN”** shall be responsible for all construction engineering, including project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **TOWN’S** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT’S** District Engineer.

CERTIFICATION NO. 1**CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE****Control No. L500011****Project No. MAP-7655(902)**

I, _____, in my capacity as _____ of
 _____ do hereby certify with reference to the aforementioned Project
 Control Number as follows:

1. That the “**TOWN**” has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The “**TOWN**” (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this project in compliance with the **DEPARTMENT’S Right of Way Handbook (Current Edition) Local Public Agencies**, and Appendix B.
4. That all utilities within the location of this construction project (check one or both of the following conditions):
 - ☐ a. have been relocated
 - ☐ b. are scheduled for relocation prior to or concurrent with construction of this project and have been coordinated with the appropriate utility.
5. That the “**TOWN**” has encumbered the necessary funds to complete the project.
6. That the “**TOWN**” has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this project have

been developed in conformance with the **DEPARTMENT'S** New Mexico Traffic Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this project.
10. That the "**TOWN**" has completed a (check, which of the following conditions exists):
 - _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this project.
11. That the "**TOWN**" has completed a project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S** Drainage Manual.
12. All drainage costs have been prorated between the **DEPARTMENT** and the "**TOWN**" if applicable, according to the **DEPARTMENT'S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the "**TOWN**" has completed all required Environmental Documentation and clearances for this project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
14. That the "**TOWN**" has completed all required Archaeological Documentation and clearances for this project using guidance contained in the **DEPARTMENT'S** Action Plan, (Current Edition).
15. That the following attached agreement(s) have been executed, when required, for construction or reconstruction of this project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the "**TOWN**" has complied with and certifies compliance with all applicable provisions

of Appendix A.

17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this project.

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

“Town of Taos”

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
“TOWN” Clerk

When completed, send Certification No. 1 to:

District Five LGRF Coordinator

New Mexico Department of Transportation

CERTIFICATION NO. 2**CERTIFICATION OF THE CONSTRUCTION PHASE****Control No. L500011****Project No. MAP-7655(902)**

I, _____, in my capacity as _____ of
 _____ do hereby certify with reference to the aforementioned Project
 Control Number as follows:

1. That the **"TOWN"** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **"TOWN"** has complied with and certifies that the project plan complies with all publications identified in Appendix A.
3. That all work in Control No. **L500011** was performed in accordance with the Agreement.
4. That the total project cost of _____, with New Mexico Department of Transportation **"DEPARTMENT"** 75% share of _____ and the **"TOWN"** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.
5. That the construction of the project was completed on _____ of _____, 200[]

IN WITNESS WHEREOF, _____ in his/her
 capacity as _____ of _____ does hereby
 certify the aforementioned matters stated herein are true to his/her knowledge and belief and does
 hereby set his/her hand and seal this day and year specified below:

"Town of Taos"

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

"TOWN" Clerk

When completed, send Certification No. 2 to:

District Five LGRF Coordinator, New Mexico Department of Transportation



April 12, 2011

Title:

Marietta Fambro, Finance Director

Summary:

Recommendation to enter into a contract with Xerox through Aspen Business Systems, Inc. to lease 3 copiers which consist of: 1) WC5755APT, monthly lease - \$537.11 (includes 10,000 copies), excess copies x \$.0074 for Finance; 2) WC5230APT, monthly lease - \$262.36 (includes 3,200 copies), excess copies x \$.0107 for Human Resources; 3) WC5230APT, monthly lease - \$280.17 (includes 4,500 copies), excess copies x \$.0107 for Legal. Lease terms is 48 months in the amount of \$1,079.64 monthly. All pricing is in accordance with the State of New Mexico Master Lease SPD# 90-00086. A full service maintenance agreement includes stated copies per month as well as parts, labor and copy cartridge supplies.

Background:

In January 2009 we had entered into a lease agreement for the Legal and Human Resources copiers and since then have increased the copy usage on both of these machines. At the time legal had only one attorney and since then we have hired an assistant and possibly maybe a third into the future. We also have had many legal cases that require many copies for these cases. As for the Human Resources department it also has seen an increase in copies for the size of machine and is not suitable going forward. The finance department machine lease has expired and is in need of an new updated machine, we are decreasing the cost of this machine as we are getting is with no color and establishing only one machine in Town Hall as a color machine. The net affect of replacing these machines is a cost savings of \$57.00 per month and gives the Legal and HR department faster and better machines to do their jobs.

Attachments:

Click to download

📎 [xerox](#)

APPROVALS:

Date/Time:

4/1/2011 4:58 PM

Approval:

Approved

Department:

Town Clerk



Aspen Business Systems, Inc.
216 L Paseo del Pueblo Norte
Taos, NM 87571

**THE DOCUMENT COMPANY
XEROX**

**A Proposal for
Town of Taos
Taos, NM**

March 29, 2011

Brian Estes
Customer Account Manager
758-0804

Summary

Thank you for providing the opportunity to submit the attached proposal for a quality solution for your copying needs.

The following provides the cost on a Fair Market Lease Agreement. All pricing is in accordance with the State of New Mexico Lease Agreement and SPD# 90-00086. Pricing is guaranteed until April 28, 2011. Prices do not include any applicable taxes.

Pricing OptionsWorkCentre 5755APT

Finance

- Fifty-Five Pages Per Minute
- Office Finisher
- 3 Hole Punch
- Electronic Collation
- Electronic Sorting
- Two Adjustable Paper Trays
- Two High Capacity Paper Trays
- Network Print Capability
- Color Scan to Email/Network

Xerox Fair Market Lease Agreement (minimum amount)

48 month lease

\$537.11

A Full Service Maintenance Agreement is included in the lease agreement. This includes 10,000 copies per month as well as all parts, labor, and copy cartridge supplies. Excess copies are billed separately at \$.0074 per impression. All pricing is fixed for the length of your lease.

At the end of your lease you may purchase your existing copier for fair market value, trade it in on newer technology, or return it to Xerox.

Pricing Options

WorkCentre 5230APT

Legal

- Thirty Pages Per Minute
- Center Catch Tray
- Electronic Collation
- Electronic Sorting
- Two Adjustable Paper Trays
- Two High Capacity Paper Trays
- Network Print Capability
- Color Scan to Email/Network
- Fax Capability

Xerox Fair Market Lease Agreement (minimum amount)

48 month lease \$280.17

A Full Service Maintenance Agreement is included in the lease agreement. This includes 4,500 copies per month as well as all parts, labor, and copy cartridge supplies. Excess prints are billed separately at \$.0107 per impression. All pricing is fixed for the length of your lease.

At the end of your lease you may purchase your existing copier for fair market value, trade it in on newer technology, or return it to Xerox.

Pricing Options

WorkCentre 5230APT
HR

- Thirty Pages Per Minute
- Center Catch Tray
- Electronic Collation
- Electronic Sorting
- Two Adjustable Paper Trays
- Two High Capacity Paper Trays
- Network Print Capability
- Color Scan to Email/Network
- Fax Capability

Xerox Fair Market Lease Agreement (minimum amount)

48 month lease	\$262.36
----------------	----------

A Full Service Maintenance Agreement is included in the lease agreement. This includes 3,200 copies per month as well as all parts, labor, and copy cartridge supplies. Excess prints are billed separately at \$.0107 per impression. All pricing is fixed for the length of your lease.

At the end of your lease you may purchase your existing copier for fair market value, trade it in on newer technology, or return it to Xerox.

Current Situation

WC7655P

Finance

Monthly Lease (includes 10k b/w copies)	\$786.87
Excess b/w x \$.0097 (7,579 cpm)	\$ 73.52
All color x \$.1091 (788 cpm)	\$ 85.97
Estimated Monthly Total	\$946.36

WCM20i

Legal

Monthly Lease (includes 1,500 copies)	\$ 95.99
Excess copies x \$.0204 (480 cpm)	\$ 9.79
Estimated Monthly Total	\$105.78

WCM20i

HR

Monthly Lease (includes 1,500 copies)	\$103.74
Excess copies x \$.0204 (1,798 cpm)	\$ 36.68
Estimated Monthly Total	\$140.42
 Estimated Monthly Total	 \$1,192.56

Proposed Solution

WC5755APT

Finance

Monthly Lease (includes 10,000 copies)	\$537.11
Excess copies x \$.0074 (7,579 cpm)	<u>\$ 56.08</u>
Estimated Monthly Total	\$593.19

WC5230APT

HR

Monthly Lease (includes 3,200 copies)	\$262.36
Excess copies x \$.0107	
Estimated Monthly Total	\$262.36

WC5230APT

Legal

Monthly Lease (includes 4,500 copies)	\$280.17
Excess copies x \$.0107	
Estimated Monthly Total	\$280.17

Estimated Monthly Expense	\$1,135.72
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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

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

Awarded Vendor
000008584
Xerox
PO Box 7405
Pasadena, California 91109-7405

Telephone No. (888) 339-7887

Price Agreement
Amendment

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

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

Invoice:
As Requested

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

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

This Amendment is issued to reflect the following effective immediately.

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

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

Accepted for the State of New Mexico

Brenda S. Chacon
New Mexico State Purchasing Agent

Date: 10/08/09

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

RM

Xerox Sales Agents for New Mexico Outlying Areas

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

Gallup Printing and Office
105 West Coal
Gallup, NM 87301
Joe Meyers
Office: 505/863-9588
Fax: 505/863-2649
mjd93@questoffice.net

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

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

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

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



**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT**

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

Awarded Vendor

0000008584

Xerox

PO Box 7405

Pasadena, CA 91109-7405

Telephone No. (888) 339-7887

**Price Agreement
Award**

Price Agreement Number: 90-000-00-00086

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As requested

Ship To:

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

Invoice:

As requested

Procurement Specialist: Brenda Chacon

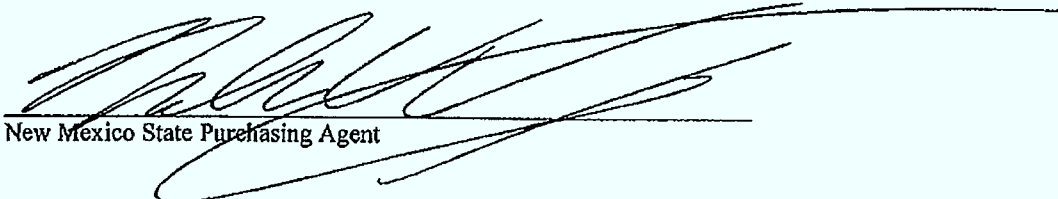
Telephone No.: (505) 827-0488

Commodity: **Copiers**

Term: **August 10, 2009 thru June 30, 2012**

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 08/07/09

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

am

am

Fax: 505-798-3116
rafael.ramlerz@icnm.com

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



April 12, 2011

Title:

Matthew Foster, Long Range Planner

Summary:

Consideration and approval to apply for a grant from the National Endowment of the Arts "Our Town" grant program. The grant will assist with the pre-development costs of the Artspace project. The Town will request \$250,000 in partnership with Artspace for the design, engineering, and financing of the proposed 35 live/work rental units to be constructed at the parking lot at the Taos Community Auditorium. The Town is required to commit at 50% cash match to the grant. If the grant is awarded, the Town will be eligible for another grant through the Kresge Foundation and Artspace in the amount of \$150,000. The pre-development phases is estimated to take two years. The Planning & Zoning Department is requesting approval to apply for the grant.

Background:

Attachments:

Click to download

📎 [Letter of Interest](#)

APPROVALS:

Date/Time:	Approval:	Department:
4/4/2011 11:52 AM	Approved	Town Manager
4/4/2011 11:53 AM	Approved	Town Clerk

Town of Taos
400 Camino de la Placita
Taos, New Mexico 87571
contact person - Matthew Foster, Long Range Planner
p - 575.751.2037 e - mfoster@taosgov.com

March 1, 2011

Rocco Landesman, Chairman
National Endowment for the Arts
1100 Pennsylvania Avenue NW
Washington, DC 20506

Dear Chairman Landesman,

The Town of Taos is requesting an invitation to apply for the Our Town grant to provide affordable housing for low-income artists in Taos. Taos was a thriving art colony long before it was a town, and today we still enjoy the creativity and livability that the arts community brings to Taos. We celebrate the creative spirit of all art forms, from the traditional arts of painting and sculpture to the more esoteric healing arts of iridology and gong therapy. The Town recognizes the creative and economic contributions that artists make to the community, and we further recognize their need for affordable housing. However, the affordability of Taos has diminished and is becoming more and more challenging for younger and immigrant artists to live here.

We have developed a strong partnership with Artspace, a Minnesota based nonprofit organization dedicated to create, foster, and preserve affordable space for artists and arts organizations. The Town already committed over \$45,000 when we worked with Artspace in completing a Preliminary Feasibility Study and a comprehensive survey of 388 artists. All indicators tell us that a mixed-use, live/work development of at least 35 lofts will be highly successful in Taos. We are currently discussing a contract with Artspace for the pre-development phases of the project, but require additional funding to move towards construction. The project will be located on 3 acres owned by the town and located in the heart of historic downtown Taos. It is immediately next door to the Taos Community Auditorium, a multi-purpose arts & performance facility, and Kit Carson Park, a public park with numerous recreational facilities. We believe that affordable housing will promote the creativity and economic prosperity for the artist community.

The contact person at Artspace is Ms. Heidi Kurtze, Director of Property Development. She can be reached at 612-465-0215 or by email at heidi.kurtze@artspace.org. Thank you for your consideration.

Sincerely,

Darren Cordova, Mayor

a) BUDGET: We are requesting \$250,000 for pre-development activities.

Expenses	
Site Analysis & Site Plan	\$50,000
Architectural Plans	\$300,000
Environmental & Historical Clearances	\$30,000
Cost Estimates & Financial Projections	\$20,000
Construction Funding	\$250,000
Marketing & Community Outreach	\$25,000
Affirmative Fair Housing Marketing Plan	\$25,000
Total Expenses	\$700,000
Funding Sources	
National Endowment for the Arts – Our Town	\$250,000
Kresge Foundation (potential \$150,000 challenge grant)	\$150,000
Community Development Block Grant (proposed)	\$150,000
Town Cash	\$150,000
Total Funding Sources	\$700,000

b) MAJOR PROJECT ACTIVITIES: We will complete pre-construction activities for a mixed-use live/work development located in the historic district of downtown Taos. The priority location is 3 acres of land owned by the Town. Environmental and historic due-diligence will be completed. A site analysis and an illustrated site plan will provide a vision for the project and reflect the market demand. A local architect will create conceptual plans (site, floorplans, elevations) complying with funding requirements and architectural guidelines. Cost estimates and financial projections will be completed regularly. Next, we will identify public, private and philanthropic funding sources, gap financing, HOME and CDBG funds, and obtain letters of commitments. Finally, we will launch a marketing and public outreach campaign and complete an affirmative fair housing marketing plan.

c) OUTCOMES and MEASUREMENTS: The market survey indicates a total demand of 80 units, but because of budget constraints, the first phase of the project will include 35 live/work rental units. The site plan will be closely integrated with surrounding properties which include the Taos Community Auditorium and Kit Carson Park. We will facilitate formal presentations to the Town Council and the Historic Preservation Commission and conduct a design workshop with all of our partners and the public. The project will result in the financing and commitments to construct affordable live/work lofts, thereby allowing artists to focus on performing and selling their art rather than holding a second or third job to make rent payments. Other benefits include increased income through art sales and stimulated business activity in historic downtown. We also expect an increase in arts and cultural events because of the increased residences and livability of the neighborhood. Livability in Taos is not possible without housing affordability.

d) SCHEDULE: Town, Kresge, and the NEA funds to be used in first year.

7/2011 – 12/2011	1/2012 – 8/2012	9/2012 – 10/2013	10/2013
Site Analysis & Site Planning	Architecture & Engineering	Financing	Housing Plan
<---- Public Participation, Marketing & Outreach ---->			

e) PARTNERS, KEY ORGANIZATIONS, INDIVIDUALS, AND WORKS OF ART: Town of Taos (property owner) and Artspace (developer) will be the primary partners. Other committed partners include the Arts & Cultural District, the Taos Gallery Association, the Taos Arts Organization, Taos Housing Corporation, Taos Center for the Arts, and the artist community and dozens of art organizations. Potential funding sources may include the NM Mortgage Finance Authority (potential tax credit financing), the Kresge Foundation (potential \$150,000 challenge grant), and the NM Department of Finance Administration (potential \$150,000 CDBG grant).

f) TARGET COMMUNITY: Our target community is low- and moderate-income artists. The Town's 2010 market survey included all artists living in Taos County. The results revealed a strong demand for affordable live/work space with 388 artists responding to the survey. Of the 388 responses, 239 expressed an interest in relocating to a live/work project.

g) IMPACT OF NATIONAL ENVIRONMENTAL POLICY & HISTORICAL PRESERVATION ACT: The proposed site is not under review by the EPA. The project location is in the Taos Historic District and would require clearances under the Historic Preservation Act (Section 106).

h) PLANS FOR PROMOTING, PUBLICIZING, AND/OR DISSEMINATING: In addition to the community organizations that provide affordable housing, our survey efforts produced an extensive contact list of artists and art organizations that can assist in promoting the project. The NEA will be recognized in all promotions and events. Artspace has access to many national organizations and networks for promotional purposes. We will utilize press releases, websites, e-blasts, and social media. We will focus our outreach efforts on Native American and Hispanic artists in particular.

i) PLANS FOR DOCUMENTING, EVALUATING, AND DISSEMINATING: We will submit all reports, budgets and schedules to the NEA. All contracts, grant agreements, budgets, and schedules will be consistently reviewed and updated by our project team who will document and evaluate the project.

j) EVIDENCE OF IMPACTS ACHIEVED: Over time, we can measure property values, residential and commercial lease rates (and vacancies), business start-ups, gross receipts taxes, lodger's taxes, hotel reservations, and employment statistics. We can also measure the number of arts and cultural events taking place in downtown Taos.



April 12, 2011

Title:

Daniel Miera, Town Manager

Summary:

Update by Luis Reyes, CEO of Kit Carson Electric, regarding the broadband project and the proposed rate increase.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
4/5/2011 11:42 AM	Approved	Town Clerk



April 12, 2011

Title:

Francisco "French" Espinoza, Public Works Director

Summary:

Consideration and approval to award Bid No. 10-11-17 Road & Construction Materials & Services. This will be a multiple source award that will be awarded to the six qualified bidders.

In the event that the low bidder is unable to perform the work the Town reserves the right to contact the next low bidder and so on.

Background:

The purpose of this solicitation (Bid No. 10-11-17) is to assure that the Town of Taos ready and efficient availability of construction and construction materials on an as needed basis at competitive determined, fixed prices.

Attachments:

Click to download

 [Construction Materials Bid Tabulation](#)

APPROVALS:

Date/Time:	Approval:	Department:
4/1/2011 4:56 PM	Approved	Town Manager
4/1/2011 4:56 PM	Approved	Town Clerk

Bid No.	Item Description	Units	Bidder: Advantage Asphalt	Bidder: Robert Medina & Sons	Bidder: A & S Concrete	Bidder: Northern Mountain Construction	Bidder: Northern Paving	Bidder: S & S Concrete
EARTHWORK								
1	Subgrade Preparation (1 - 250 SY)	SY	\$3.50	N/B	\$10.50	\$6.00	\$3.00	\$5.00
2	Subgrade Preparation (250 - 500 SY)	SY	\$3.00	N/B	\$7.00	\$4.00	\$2.75	\$5.00
3	Subgrade Preparation (501 + SY)	SY	\$2.10	N/B	\$5.50	\$3.00	\$2.50	\$5.00
BASE COURSE (IN PLACE)								
4	Base Course (1 - 250 SY/IN)	SY/IN	\$1.95	N/B	\$10.00	\$1.50	\$2.50	N/B
5	Base Course (251 - 500 SY/IN)	SY/IN	\$1.75	N/B	\$7.00	\$1.25	\$2.25	N/B
6	Base Course (501 + SY/IN)	SY/IN	\$1.50	N/B	\$6.00	\$1.10	\$2.00	N/B
COLD MILLING								
7	Cold Milling (1 - 10,000 SY/IN)	SY/IN	\$2.25	N/B	N/B	\$2.50	N/B	N/B
8	Cold Milling (10,001 - 50,000 SY/IN)	SY/IN	\$1.95	N/B	N/B	\$2.00	N/B	N/B
9	Cold Milling (50,001 + SY/IN)	SY/IN	\$1.75	N/B	N/B	\$1.30	N/B	N/B
ASPHALT (IN PLACE)								
10	Pothole Repair CHANGED FROM SY/IN TO SY PER ADDENDUM 1A	SY/IN SY	\$332.50	N/B	\$50.00	\$60.00	\$67.50	N/B
11	Street Paving	SY/IN	\$5.00	N/B	N/B	\$5.50	\$10.00	N/B
12	Street Overlay	SY/IN	\$4.50	N/B	N/B	\$6.00	\$12.00	N/B
13	Parking Lots	SY/IN	\$5.10	N/B	\$30.50	\$8.35	\$9.00	N/B
14	Parking Lot Overlay	SY/IN	\$4.50	N/B	\$28.00	\$8.35	\$12.00	N/B
15	Speed Humps (Drawing B)	EA.	\$1,100.00	N/B	\$2,200.00	\$3,500.00	\$2,750.00	N/B
16	Miscellaneous Paving—DELETED PER ADDENDUM 1B	SY/IN						

Bid No.	Item Description	Units	Bidder: Advantage Asphalt	Bidder: Robert Medina & Sons	Bidder: A & S Concrete	Bidder: Northern Mountain Construction	Bidder: Northern Paving	Bidder: S & S Concrete
17	Structural Concrete, Class A	CY	\$4.25	N/B	N/B	\$800.00	N/B	\$475.00
18	Reinforced Concrete for Minor Structures	CY	\$850.00	N/B	N/B	\$1,000.00	N/B	\$475.00
19	Flowable Fill	CY	\$250.00	N/B	N/B	\$150.00	N/B	N/B
20	Removal of Curb and Gutter (1 - 450 LF)	LF	\$9.25	N/B	\$22.00	\$10.00	N/B	\$9.50
21	Removal of Curb and Gutter (451 - 900 LF)	LF	\$8.50	N/B	\$20.00	\$8.00	N/B	\$9.50
22	Removal of Curb and Gutter (901 + LF)	LF	\$7.25	N/B	\$19.00	\$6.00	N/B	\$9.50
23	Removal of Sidewalk (1 - 250 SY)	SY	\$8.25	N/B	\$22.50	\$10.00	N/B	\$11.00
24	Removal of Sidewalk (251 - 500 SY)	SY	\$7.20	N/B	\$22.00	\$8.00	N/B	\$11.00
25	Removal of Sidewalk (501 + SY)	SY	\$6.00	N/B	\$22.00	\$6.00	N/B	\$11.00
26	Concrete Sidewalk 4" (1 - 250 SY)	SY	\$39.50	N/B	\$40.00	\$50.00	N/B	\$35.00
27	Colored Concrete Sidewalk 4" (1-250 SY)	SY	\$48.50	N/B	\$45.00	\$54.00	N/B	\$45.00
28	Concrete Sidewalk 4" (251 - 500 SY)	SY	\$36.00	N/B	\$40.00	\$45.00	N/B	\$35.00
29	Colored Concrete Sidewalk 4" (251 - 500SY)	SY	\$45.00	N/B	\$45.00	\$49.00	N/B	\$45.00
30	Concrete Sidewalk 4" (501 + SY)	SY	\$33.00	N/B	\$40.00	\$40.00	N/B	\$35.00
31	Colored Concrete Sidewalk 4" (501 + SY)	SY	\$42.00	N/B	\$45.00	\$44.00	N/B	\$45.00
32	Drive Pad 6"	SY	\$55.00	N/B	\$42.00	\$70.00	N/B	\$43.00
33	Concrete Median Pavement 4"	SY	\$45.00	N/B	\$40.00	\$45.00	N/B	\$48.00
34	Concrete Med Pmnt 4" (colored & patterned)	SY	\$50.00	N/B	\$45.00	\$60.00	N/B	\$73.00
35	Concrete Mountable Curb & Gutter 6" x 18" (1 - 450 LF)	LF	\$22.00	N/B	\$20.00	\$22.00	N/B	\$20.00
36	Concrete Mountable Curb & Gutter 6" x 18" (451 - 900 LF)	LF	\$20.00	N/B	\$20.00	\$20.00	N/B	\$20.00
37	Concrete Mountable Curb & Gutter 6" x 18" (901 + LF)	LF	\$18.00	N/B	\$20.00	\$20.00	N/B	\$20.00
38	Concrete Mountable Curb & Gutter 6" x 24" (1 - 450 LF)	LF	\$23.00	N/B	\$22.00	\$24.00	N/B	\$21.00
39	Concrete Mountable Curb & Gutter 6" x 24" (901 + LF)	LF	\$21.00	N/B	\$22.00	\$22.00	N/B	\$21.00

Bid No.	Item Description	Units	Bidder: Advantage Asphalt	Bidder: Robert Medina & Sons	Bidder: A & S Concrete	Bidder: Northern Mountain Construction	Bidder: Northern Paving	Bidder: S & S Concrete
40	Concrete Mountable Curb & Gutter 6" x 24" (901 + LF)	LF	\$19.00	N/B	\$22.00	\$22.00	N/B	\$21.00
41	Concrete Barrier Curb & Gutter 6 "x 18" (1 - 450 LF)	LF	\$21.00	N/B	\$21.00	\$23.00	N/B	\$21.75
42	Concrete Barrier Curb & Gutter 6" x 18" (451 - 900 LF)	LF	\$20.00	N/B	\$21.00	\$21.00	N/B	\$21.75
43	Concrete Barrier Curb & Gutter 6" x 18" (901 + LF)	LF	\$19.00	N/B	\$21.00	\$21.00	N/B	\$21.75
44	Concrete Barrier Curb & Gutter 6" x 24" (1 - 450 LF)	LF	\$23.00	N/B	\$22.50	\$25.00	N/B	\$22.50
45	Concrete Barrier Curb & Gutter 6" x 24" (451 - 900 LF)	LF	\$22.00	N/B	\$22.50	\$23.00	N/B	\$22.50
46	Concrete Barrier Curb & Gutter 6" x 24" (901 + LF)	LF	\$20.00	N/B	\$22.50	\$23.00	N/B	\$22.50
47	Concrete Valley Gutter (6" x Variable Width)	SY	\$60.00	N/B	\$40.00	\$60.00	N/B	\$38.75
48	Concrete Laydown Curb & Gutter 6" x 24" (1 - 450 LF)	LF	\$22.00	N/B	\$20.00	\$25.00	N/B	\$21.00
49	Concrete Laydown Curb & Gutter 6" x 24" (451 - 900 LF)	LF	\$20.00	N/B	\$20.00	\$23.00	N/B	\$21.00
50	Concrete Laydown Curb & Gutter 6" x 24" (901 + LF)	LF	\$19.00	N/B	\$20.00	\$23.00	N/B	\$21.00
MISC. CONSTRUCTION								
51	Storm Inlet Type "A" (NMDOT Drawing 2201)	Each	\$3,800.00	N/B	\$5,500.00	\$6,000.00	N/B	N/B
52	Storm Inlet Type "B" (NMDOT Drawing 2203)	Each	\$3,800.00	N/B	\$6,000.00	\$6,000.00	N/B	N/B
53	Modified Storm Inlet (NMDOT Drawing 2237)	Each	\$3,500.00	N/B	\$6,500.00	\$6,000.00	N/B	N/B
54	Manhole Adjustments (frame and cover To be considered	Each	\$850.00	N/B	\$575.00	\$1,200.00	N/B	\$825.00
55	Manhole Frame and Cover	Each	\$450.00	N/B	\$375.00	\$350.00	N/B	N/B
56	Water Valve Adjustment	Each	\$350.00	N/B	\$400.00	\$600.00	N/B	\$750.00
57	3' Tall CMU Wall (Stucco) (Drawing C)	LF.	\$54.00	N/B	\$165.00	N/B	N/B	\$170.00
58	3' Tall CMU Wall (No Stucco) (Drawing C)	LF.	\$39.00	N/B	\$150.00	N/B	N/B	\$165.00
59	4' Tall CMU Wall (Stucco) (Drawing C)	LF.	\$61.00	N/B	\$185.00	N/B	N/B	\$190.00
60	4' Tall CMU Wall (No Stucco) (Drawing C)	LF.	\$45.00	N/B	\$175.00	N/B	N/B	\$185.00
61	Light Pole Base(s) (Drawing A)	EA.	\$750.00	N/B	\$245.00	N/B	N/B	\$275.00

Bid No.	Item Description	Units	Bidder: Advantage Asphalt	Bidder: Robert Medina & Sons	Bidder: A & S Concrete	Bidder: Northern Mountain Construction	Bidder: Northern Paving	Bidder: S & S Concrete
Plant Mix Bituminous Pavement								
a.	Picked up by Town staff	Per Ton	N/B	N/B	N/B	\$74.50	N/B	N/B
b.	Delivered to Town Yard	Per Ton	N/B	N/B	N/B	\$79.50	N/B	N/B
Plaster Sand								
a.	Picked up by Town staff	Per Ton	N/B	\$28.00	N/B	\$27.00	N/B	N/B
b.	Delivered to Town Yard	Per Ton	N/B	\$30.00	N/B	\$31.00	N/B	N/B
Concrete								
a.	Class A 3000 psi	CuYd	N/B	\$126.00	N/B	\$124.00	N/B	N/B
b.	Class AA 4000 psi ADDED PER ADDENDUM 2A	CuYd	N/B	\$136.00	N/B	\$129.00	N/B	N/B
c.	Grout	CuYd	N/B	\$135.90	N/B	\$135.00	N/B	N/B
d.	Flowable Fill	CuYd	N/B	\$90.00	N/B	\$90.00	N/B	N/B
Base Course								
a.	Picked up by Town Staff	Per Ton	N/B	\$7.60	N/B	\$8.00	N/B	N/B
b.	Delivered to Town Yard	Per Ton	N/B	\$10.95	N/B	\$12.00	N/B	N/B
Aggregate (3/4" - 1")								
a.	Picked up by Town Staff	Per Ton	N/B	WASHED \$ 13.50 UNWASHED \$11.25	N/B	\$13.00	N/B	N/B
b.	Delivered to Town Yard	Per Ton	N/B	WASHED \$14.50 UNWASHED \$13.75	N/B	\$17.00	N/B	N/B



April 12, 2011

Title:

Allen Ferguson, Town Attorney

Summary:

Consideration and approval of Ordinance No. 11-07; An Ordinance amending Title 13 Chapter 4 of the Town Code (Water Policy, Water Rights and Watercourses) to clarify certain situations in which connection to Town water and payment of hook-up fees along with transfer of water rights or payment of water rights user fees are or are not required.

Background:

Attachments:

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- 📄 [cover clean](#)
- 📄 [Clean version](#)

APPROVALS:

Date/Time:	Approval:	Department:
4/1/2011 4:53 PM	Approved	Town Clerk

Ordinance 11-07

**REDLINED
Version**



TOWN OF TAOS ORDINANCE NO. 11-07

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TAOS AMENDING TITLE 13 CHAPTER 4 OF THE TOWN CODE (WATER POLICY, WATER RIGHTS AND WATERCOURSES)

This ordinance amends the Water Policy, Water Rights and Watercourses chapter of the Town of Taos Municipal Code ~~to to (1) remove the requirements of connecting to the Town's municipal water system, paying hook-up fees and paying water rights user fees or transferring water rights, for properties with wells that were completed within one year prior to the enactment of this Ordinance and which, at the time of such well completion, were not within 300 feet of a serviceable Town water line; and (2)~~ allow property owners with property served by an operating well who were not required by Town Code or resolution to connect to Town water when their well ~~was~~ were drilled, to continue to use such wells and not be required to hook up to Town water unless and until such wells requires replacement, at which time such property owner will be required to hook up to Town water and ~~the owners~~ to pay the appropriate hook-up fees and either pay water rights user fees ~~or~~ make water rights transfers if at that time there is a serviceable Town water line within 300 feet of the owners' property.

WHEREAS, Taos Town Code Title 13, Chapter 4 (Water Policy, Water Rights and Watercourses) and Resolution 02-20 (Town of Taos Water and Sewer Manual) contain requirements that property owners connect to the Town's municipal water system, ~~and~~ pay hook-up fees and either transfer water rights or pay water rights user fees to the Town if their property line is within 300 feet of a serviceable Town water line; and,

WHEREAS, property owners with wells constructed ~~at a time when within the past year there was no serviceable Town water line, whose property was not~~ within 300 feet of their property line a serviceable Town water line at the time their wells were constructed, or whose wells were constructed before there was any requirement of hooking up to Town water, but who now have a serviceable Town water line within 300 feet of their property lines are faced with substantial financial hardship, not caused by their own conduct or fault, if they are required to connect to Town water, pay the associated hook-up fees, and transfer water rights or pay water rights user fees; and

~~WHEREAS, such property owners who have such recently constructed wells, whose property was not within 300 feet of a serviceable Town water line at the time their wells were drilled but now have a serviceable Town water line within 300 feet of their property lines should not be faced with the substantial financial hardship that would result from the Town requiring them to connect to Town water, pay the associated hook-up fees, and transfer water rights or pay water rights user fees; and~~

WHEREAS, Title 13, Chapter 4 of the Town Code currently does not clearly state whether property owners who have operating wells and are not connected to Town water, who were not required by any ordinance, code provision, or resolution, to connect to Town water at the time their wells were constructed, should be permitted to continue using their wells even if a serviceable Town water line is within 300 feet of their property line; and

WHEREAS, property owners who have operating wells and are not connected to Town water and who were not required by any ordinance, code provision, or resolution to connect to Town water at the time their wells were constructed, should not be required to connect to Town water so long as such wells do not require replacement or deeper drilling, even if a serviceable Town water line is within 300 feet of their property line; and

WHEREAS, such property owners who have operating wells and are not connected to Town water and who were not required by any ordinance, code provision, or resolution to connect to Town water at the time their wells were constructed, should not be required to connect to Town water so long as such wells continue to operate, but if and when such wells require replacement or deeper drilling, should be required to connect to Town water at the time their wells require replacement or deeper drilling if at that time a serviceable Town water line is within 300 feet of such an owner's property line;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Taos, meeting in Regular Session, this 12th day of April, 2011, and after having held a public hearing on the matter, that this ordinance is hereby adopted, approved and ratified.

New Subsections ~~E and F~~ shall be added to the Town of Taos Code, Title 13, Chapter 4, Section 150 (Water Service Connection and Transfer of Rights Required) as follows:

13.04.150 WATER SERVICE CONNECTION AND TRANSFER OF RIGHTS REQUIRED:

* * *

E. Notwithstanding any other provision of this Code, ordinance or resolution, property owners who own wells constructed within one year prior to the enactment of this Ordinance (April 12, 2011), whose property was not within 300 feet of a serviceable Town water line at the time their wells were constructed, but now have a serviceable Town water line within 300 feet of their property lines are exempted from the requirement that they connect to Town water, pay the associated hook-up fees, and transfer water rights or pay water rights user fees if their property line is within 300 feet of a serviceable Town water line.

F. Notwithstanding any other provision of this Code, ordinance or resolution, property owners who have operating wells and are not connected to Town water, and who were not required by any ordinance, code provision, or resolution to connect to Town water at the time the ~~same~~ wells were constructed, are not required to connect to Town water so long as such wells do not require replacement or deeper drilling, even if a serviceable Town water line is constructed within 300 feet of their property line. However, such property owners are required to connect to Town water and pay the associated hook-up fees and make the associated water rights transfers or pay water rights user fees, if and when such wells require replacement or deeper drilling ~~and~~ if, at that time, a serviceable Town water line ~~lies~~ within 300 feet of such an owner's ~~nearest~~ property line nearest to the Town water line.

This Ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, APPROVED, AND RATIFIED this 12th day of AprilSeptember, 2011 by the following vote:

Councilman Rudy Abeyta _____

Councilwoman Amy Quintana _____

Councilman Eugene Sanchez _____

Councilman Michael Silva _____

DARREN CORDOVA
MAYOR
ATTEST:

RENEE LUCERO
TOWN CLERK

APPROVED AS TO LEGAL FORM:

ALLEN FERGUSON
TOWN ATTORNEY

Ordinance 11-07

CLEAN Version



TOWN OF TAOS ORDINANCE NO. 11-07

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TAOS AMENDING TITLE 13 CHAPTER 4 OF THE TOWN CODE (WATER POLICY, WATER RIGHTS AND WATERCOURSES)

This ordinance amends the Water Policy, Water Rights and Watercourses chapter of the Town of Taos Municipal Code to allow property owners with property served by an operating well who were not required by Town Code or resolution to connect to Town water when their well was drilled, to continue to use such well and not be required to hook up to Town water unless and until such well requires replacement, at which time such property owner will be required to hook up to Town water and to pay the appropriate hook-up fees and either pay water rights user fees or make water rights transfers if at that time there is a serviceable Town water line within 300 feet of the owners' property.

WHEREAS, Taos Town Code Title 13, Chapter 4 (Water Policy, Water Rights and Watercourses) and Resolution 02-20 (Town of Taos Water and Sewer Manual) contain requirements that property owners connect to the Town's municipal water system, pay hook-up fees and either transfer water rights or pay water rights user fees to the Town if their property line is within 300 feet of a serviceable Town water line; and,

WHEREAS, property owners with wells constructed at a time when there was no serviceable Town water line within 300 feet of their property line, or whose wells were constructed before there was any requirement of hooking up to Town water, but who now have a serviceable Town water line within 300 feet of their property line are faced with substantial financial hardship, not caused by their own conduct or fault, if they are required to connect to Town water, pay the associated hook-up fees, and transfer water rights or pay water rights user fees; and

WHEREAS, Title 13, Chapter 4 of the Town Code currently does not clearly state whether property owners who have operating wells and are not connected to Town water, who were not required by any ordinance, code provision, or resolution, to connect to Town water at the time their wells were constructed, should be permitted to continue using their wells even if a serviceable Town water line is within 300 feet of their property line; and

WHEREAS, property owners who have operating wells and are not connected to Town water and who were not required by any ordinance, code provision, or resolution to connect to Town water at the time their wells were constructed, should not be required to connect to Town water so long as such wells do not require replacement or deeper drilling, even if a serviceable Town water line is within 300 feet of their property line; and

WHEREAS, such property owners who have operating wells and are not connected to Town water and who were not required by any ordinance, code provision, or resolution to connect to Town water at the time their wells were constructed, should not be required to connect to Town water so long as such wells continue to operate, but if and when such wells require replacement or deeper drilling, should be required to connect to Town water at the time their wells require replacement or deeper drilling if at that time a serviceable Town water line is within 300 feet of such an owner's property line;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Taos, meeting in Regular Session, this 12th day of April, 2011, and after having held a public hearing on the matter, that this ordinance is hereby adopted, approved and ratified.

New Subsection E shall be added to the Town of Taos Code, Title 13, Chapter 4, Section 150 (Water Service Connection and Transfer of Rights Required) as follows:

13.04.150 WATER SERVICE CONNECTION AND TRANSFER OF RIGHTS REQUIRED:

* * *

E. Notwithstanding any other provision of this Code, ordinance or resolution, property owners who own wells constructed within one year prior to the enactment of this Ordinance (April 12, 2011), whose property was not within 300 feet of a serviceable Town water line at the time their wells were constructed, but now have a serviceable Town water line within 300 feet of their property lines are exempted from the requirement that they connect to Town water, pay the associated hook-up fees, and transfer water rights or pay water rights user fees if their property line is within 300 feet of a serviceable Town water line.

F. Notwithstanding any other provision of this Code, ordinance or resolution, property owners who have operating wells and are not connected to Town water, and who were not required by any ordinance, code provision, or resolution to connect to Town water at the time the same wells were constructed, are not required to connect to Town water so long as such wells do not require replacement or deeper drilling, even if a serviceable Town water line is constructed within 300 feet of their property line. However, such property owners are required to connect to Town water and pay the associated hook-up fees and make the associated water rights transfers or pay water rights user fees, if and when such wells require replacement or deeper drilling if, at that time, a serviceable Town water line lies within 300 feet of such an owner's property line nearest to the Town water line.

This Ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, APPROVED, AND RATIFIED this 12th day of April, 2011 by the following vote:

Councilman Rudy Abeyta _____

Councilwoman Amy Quintana _____

Councilman Eugene Sanchez _____

Councilman Michael Silva _____

DARREN CORDOVA
MAYOR
ATTEST:

RENEE LUCERO
TOWN CLERK

APPROVED AS TO LEGAL FORM:

ALLEN FERGUSON
TOWN ATTORNEY



April 12, 2011

Title:

Update on Reorganization Process: Phase II

Summary:

Daniel Miera, Town Manager will update Mayor and Council on the Reorganization Process: Phase II.

Background:

Attachments:

[Click to download](#)

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
4/1/2011 4:58 PM	Approved	Town Manager
4/1/2011 4:59 PM	Approved	Town Clerk



April 12, 2011

Title:

Councilmember Sanchez

Summary:

Discussion regarding sign code and possible direction to staff.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
4/7/2011 10:39 AM	Approved	Town Clerk



April 12, 2011

Title:

Cristobal de la Serna Land Grant

Summary:

The Council will adjourn to go into Executive Session to discuss attorney-client privilege pertaining to threatened litigation regarding Cristobal de la Serna Land Grant Lawsuit pursuant to NMSA 1978 10-15-1-H.7.

Background:

Attachments:

[Click to download](#)

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
4/4/2011 11:27 AM	Approved	Town Clerk



April 12, 2011

Title:

Possible Action

Summary:

Possible action to be taken regarding the Cristobal de la Serna Land Grant issue.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
4/4/2011 11:27 AM	Approved	Town Clerk