



AGENDA
February 26, 2013
Regular Meeting

Town Council Chambers - 120 Civic Plaza Drive
6:30 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. Recognition of Feliz Espinoza
Recognition of Feliz Espinoza for her outstanding performances in the NFL Punt, Pass & Kick Competitions.
 - B. Presentation of Proclamation
Mayor Cordova will present a proclamation to Nonviolence Works for providing a Youth Mentoring Program.
- 6. CITIZENS FORUM - Citizens wishing to speak shall limit their comments to 5 minutes or less at the Mayor's discretion. No action may be taken.**

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. Lease Agreement with Xerox Corporation
Consideration and possible approval of a 48 month master lease agreement with Xerox Corporation for copies/printer/scanners for the following departments; Executive, Clerks, Finance, Planning, Utility Billing, Communications, Police, Judicial, Landfill, Library (public-coin

operated), Library (offices), Visitor Center and the Youth & Family Center. Pricing is in accordance with the State of New Mexico Master Lease Agreement SPD#90-00086. The total monthly amount exclusive of applicable taxes is \$3,959.78.

B. Apparatus Acquisition

Consideration and possible approval to enter into a contract with Chastang Ford in the amount of \$125,000 for the purchase of a 2013 Ford F-550 Skeeter Brush Truck to replace Engine 10, a 1993 Dodge 350. This purchase will be made through Houston-Galveston Area Council contract pricing with the funding from: Fire Protection Fund in the amount of \$100,500; Fire RMP Fund in the amount of \$20,000; and Fire Capital Fund in the amount of \$4,500.

C. Amendment No. 2 to Contract TT-12-172 with Daniel B. Stephens and Associates, Inc.

Consideration and possible approval of Amendment No. 2 to Contract TT-12-172 with Daniel B. Stephens and Associates, Inc. increasing the contract amount by \$5,070.63 exclusive of gross receipts tax for work performed relating to the Abeyta Settlement including hydrologic analysis.

D. Contract TT-13-181 with Daniel B. Stephens and Associates, Inc.

Consideration and possible approval of Contract TT-13-181 with Daniel B. Stephens and Associates, Inc. in the amount of \$56,319.45 inclusive of gross receipts tax for hydrological services to provide a viable water supply for current and future residents.

8. MATTERS FROM STAFF

A. Presentation by Donald Gallegos, District Attorney

Mr. Gallegos, along with Lawrence A. Medina, Executive Director of Rio Grande ATP Inc., and Kim Hamstra, CEO Tri-County Community Services, will present the report on the 1st Annual Taos County Substance Abuse Summit that took place on October 24, 2012.

B. Presentation by Armstrong Consultants

Armstrong Consultants' update on Taos Regional Airport's Runway 12/30 design and construction project.

C. Presentation by New Mexico MainStreet

Mr. Charlie Deans of New Mexico MainStreet will present the costs and benefits, processes and alternatives for the long-term financing of the capital improvements and operations of the Taos Arts and Cultural District.

D. Financial Update

Presentation of the monthly financial report for the period ending January 31, 2013 and review of gross receipts tax year end projections and distribution calculation process.

E. Resolution 13-06 Public Records Inspection and Fees

Consideration and possible approval of Resolution 13-06 superseding Resolution 10-06 which makes public records available for inspection and copying while establishing reasonable copy fees for public records to comply with state law and Town ordinance. This resolution includes increasing copying fees and adding fees for oversized documents such as maps and plats.

F. Grant Agreement with the Department of Finance and Administration, Local Government Division

Consideration and possible approval of Amendment No. 2 to Grant Agreement No. 10-E-07 with the Department of Finance, Local Government Division in the amount of \$362,019 for enhanced 9-1-1 services and equipment.

G. Resolution 13-14 Termination of Joint Powers Agreement for Dispatch Services Effective December 31, 2013

Consideration and possible approval of Resolution 13-14 directing the Town Manager to notify the Village of Questa, Village of Taos Ski Valley, and Taos County that the Town will terminate the current Joint Powers Agreement for dispatch services effective December 31, 2013, and to continue to work with all of these partners to reach a new and more effective agreement.

H. Public Works Department Review

Public Works Department Overview - PowerPoint presentation on the department's duties and responsibilities, the resources it manages to accomplish them, the service levels achieved, and the related issues.

9. PUBLIC HEARINGS

A. Ordinance 13-05 Annexation of Properties on Gusdorf Road

Consideration and possible approval of an ordinance which annexes two properties located at 651 and 671 Gusdorf Road. The properties both have water and sewer infrastructure available. The Planning & Zoning Commission reviewed the application at a public hearing held on December 5, 2012 and recommends approval of the annexation.

B. Ordinance 13-06 Zone Change of Properties on Gusdorf Road

Consideration and possible approval of an ordinance to amend the Town of Taos Official Zoning Map with respect to properties located at 651 and 671 Gusdorf Road. These properties would be zoned from Taos County Rural Area to R-14 (Multi-Family Residential). The Planning & Zoning Commission reviewed the application at a public hearing held on December 5, 2012 and recommends approval of the annexation.

10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

11. 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.*



February 26, 2013

Title:

Recognition of Feliz Espinoza

Summary:

Recognition of Feliz Espinoza for her outstanding performances in the NFL Punt, Pass & Kick Competitions.

Background:

On Saturday, October 13, 2012, at the Local Punt, Pass & Kick Competition held by the Town of Taos, Feliz Espinoza placed first in the 14-15 year old category. She then advanced to the Sectional Competition held in Albuquerque, NM on Sunday, November 4, 2012.

At the Sectional Competition she placed first. With her outstanding performances in the Sectional Competition she qualified to compete in the 2012 Arizona Cardinals NFL Punt, Pass & Kick Team Championships, which was held on Sunday, November 25, 2012, at the University of Phoenix Stadium in Glendale, Arizona.

At the 2012 Arizona Cardinals NFL Punt, Pass & Kick Team Championships Feliz placed first in her age group amongst exceptional talent from Arizona and New Mexico. Feliz is the first female from Taos, NM to place first in all three NFL Punt, Pass & Kick Competitions Local, Sectional and Team Championship.

Attachments:

[Click to download](#)

No Attachments Available



February 26, 2013

Title:

Presentation of Proclamation

Summary:

Mayor Cordova will present a proclamation to Nonviolence Works for providing a Youth Mentoring Program.

Background:

Attachments:

[Click to download](#)

No Attachments Available



February 26, 2013

Title:

Lease Agreement with Xerox Corporation

Summary:

Consideration and possible approval of a 48 month master lease agreement with Xerox Corporation for copies/printer/scanners for the following departments; Executive, Clerks, Finance, Planning, Utility Billing, Communications, Police, Judicial, Landfill, Library (public-coin operated), Library (offices), Visitor Center and the Youth & Family Center. Pricing is in accordance with the State of New Mexico Master Lease Agreement SPD#90-00086. The total monthly amount exclusive of applicable taxes is \$3,959.78.

Background:

The purpose this master lease agreement is to pool the monthly allowance for black and white copy/print/scan charges. This will eliminate the cost for excess black and white charges that each of these departments currently pays when they exceed their monthly allowance. It will also allow us to upgrade some of the existing copiers that do not have scanning capabilities to include this feature. This lease includes parts, service and all consumable supplies excluding paper and staples. The cost savings is approximately \$618 per month (\$7,412 annually) in changing from the current lease to the new pooled lease agreement.

Attachments:

Click to download

- ☐ [Breakdown by Department Summary](#)
- ☐ [Lease Attachment 1](#)
- ☐ [Lease Attachment 2](#)
- ☐ [Lease Attachment 3](#)
- ☐ [Lease Attachment 4](#)
- ☐ [Price Agmt](#)

Town of Taos Pooled

Location	Current Monthly Base Charge	Proposed Monthly Base Charge	Color Included	excess copies	excess color charge	Total Excess Color	Average Proposed Monthly Cost
Finance	\$ 574.22	\$ 579.20				\$ -	\$ 579.20
Clerks	\$ 554.72	\$ 303.96	600	565	0.0505	\$ 28.53	\$ 332.49
Planning	\$ 581.55	\$ 314.55				\$ -	\$ 314.55
Utility Billing	\$ 419.39	\$ 299.38				\$ -	\$ 299.38
Executive	\$ 420.58	\$ 314.55			0	\$ -	\$ 314.55
Youth & Family	\$ 481.90	\$ 312.98	200	153	0.0559	\$ 8.55	\$ 321.53
Visitors Center	\$ 96.75	\$ 219.56			0.0059	\$ -	\$ 219.56
Judges Office	\$ 39.44	\$ 221.80				\$ -	\$ 221.80
Library Coin Op	\$ 230.05	\$ 250.57				\$ -	\$ 250.57
Library Office	\$ 147.28	\$ 244.74			0.0559	\$ -	\$ 244.74
Landfill	\$ 36.08	\$ 51.12				\$ -	\$ 51.12
Communications	\$ 136.85	\$ 62.72				\$ -	\$ 62.72
Police Department	\$ 858.65	\$ 703.74	1200	868	0.0505	\$ 43.83	\$ 747.57
Total	\$ 4,577.46	\$ 3,878.87				\$ 80.92	\$ 3,959.78

T7-13-185
XEROX®**POOL PLAN AGREEMENT****Pool Invoice Summary Bill to Address**

Full Legal Name

Customer's Name Town of Taos

DBA/Name Overflow (if req'd)

Street Address 400 Camino de la Pla

Box#/Routing

City, State Taos, NM

Zip Code 87571-

Pool ID # New

Supplies Included ☒ Yes ☐ NoFixed Pricing ☒ Yes ☐ No☐ Modification to existing Pool

Modification eff. date

☐ Customer Purchase Order # (if required - attach copy)

P.O. #

(one P.O. # per Pool)

Equipment Included

As of the date of this Agreement, there are 13 units of equipment which constitute the Pool as shown on the attached Pool Plan Pricing Exhibit. These units are currently physically installed or pending delivery to one or more of your locations.

Pool Price Information

Pool Monthly Charge	\$	3878.87
Pool Prints Included		118,650
Excess Rate per Print	\$.0068

Meter Reconciliation☒ Monthly☐ Quarterly**Pool Invoicing Options**☐ Standard Invoice☐ Standard Plus (Template 3)☐ Spreadsheet Format (Template 2)**Agreement Presented By:**Xerox Name: Brian Estes Phone: 575-758-0804

FOR AUTHORIZED HQ INTERNAL USE ONLY

Accepted Xerox CorporationBy (Signature of Authorized Signer)

Title _____ Date _____

Worksheet _____ Unit _____

www.xerox.com

CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE)Auth. Signer Name: Oscar Rodriquez

(Please Print Name of Authorized Signer)

Signature: X

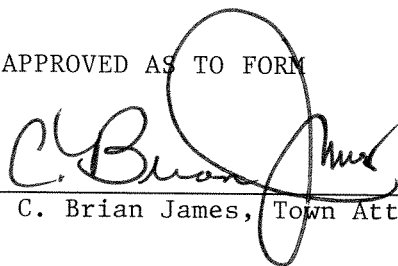
(Signature of Authorized Signer)

Date: _____

Auth. Signer Title: Town ManagerPhone: 575-751-2000

E-Mail: _____

APPROVED AS TO FORM



C. Brian James, Town Attorney

1. This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that equipment indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").

2. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.

3. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:

- A. **SUPPLIES INCLUDED.** All Pooled Equipment shall either have supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement.
- B. **FIXED PRICING.** All Pooled Equipment shall either have the pricing you pay for the rental or maintenance of that equipment fixed or not, as indicated in this Agreement. If the pricing is fixed, Xerox shall forego any rights it might have pursuant to the Underlying Agreements to increase the amount you pay to rent or maintain the Pooled Equipment throughout the initial term of each Underlying Agreement.
- C. **BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.

4. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.

5. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Impressions Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier.

6. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.

7. **PRICING CHANGES.** Unless the Pool Pricing is fixed (as described in Section 2 above), Xerox may annually adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print, each such adjustment not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

8. **TAXES.** You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. Taxes due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that

Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

9. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).

10. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.

11. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30 days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 10 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:

- i. all Maintenance and Rental Agreements may be charged at the standard, applicable Xerox rate then in effect for you;
- ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e., those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases (which may be charged at the standard, applicable Xerox rate then in effect for you); and,
- iii. all Lease Agreements under which your Use Charges were billed exclusively through the price you paid per print in the Underlying Agreements may be adjusted in order to render the Periodic Base Charges and all Print Charges for your leases consistent with the standard, applicable Xerox rate then in effect for you.

12. **MISCELLANEOUS.** This Agreement constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. In the event of a conflict between the terms of the Underlying Agreements and this Agreement, this Agreement shall control. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.

Lease Agreement



Customer: TAOS, TOWN OF

BillTo: TOWN OF TAOS
POLICE DEPT
107 CIVIC PLAZA DR
TAOS, NM 87571-6401

Install: TOWN OF TAOS
POLICE DEPT
107 CIVIC PLAZA DR
TAOS, NM 87571-6401

Tax ID#: *

State or Local Government Negotiated Contract : 072471900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WC3550X (WORKCENTRE 3550)		Lease Term: 48 months Purchase Option: FMV	- Xerox WCM20I S/N RYU009262 Trade-In as of Payment 41	3/7/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC3550X	\$61.27	1: Meter 1	1 - 1,750 1,751+	Included \$0.0067	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$61.27	Minimum Payments (Excluding Applicable Taxes)			

APPROVED AS TO FORM

C. Brian James, Town Attorney

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: Oscar Rodriguez	Phone: (575)751-2002	Brian Estes (505)758-0804	
Signature: _____	Date: _____	For information on your Xerox Account, go to www.xerox.com/AccountManagement	

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

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

encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

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

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

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

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. WC3550X	- Refinance of Xerox Agreement	\$378.00	12%	\$99.60

Lease Agreement



Customer: TAOS, TOWN OF

Bill To: TOWN OF TAOS
FINANCE DEPT-PLN
PLACITA
400 CAMINO DE LA
TAOS, NM 87571-6071
Tax ID#: *

Install: TOWN OF TAOS
TOWN CLERK DEPT
PLACITA
400 CAMINO DE LA
TAOS, NM 87571-6071

State or Local Government Negotiated Contract : 072471800

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. W7545P (WC7545P PRINTER)	<ul style="list-style-type: none"> - 1 Line Fax - Office Finisher Lx - Hi Cap Tandem Tray - Customer Ed - Analyst Services 	Lease Term:	48 months	- Xerox WC7345P S/N FKA470344	3/7/2013
		Purchase Option:	FMV	Trade-In as of Payment 49	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7545P	\$303.96	1: BW	1 - 10,880	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			10,881+	\$0.0071	
		2: COLOR	1 - 600	Included	
			601+	\$0.0505	
Total	\$303.96	Minimum Payments (Excluding Applicable Taxes)			

APPROVED AS TO FORM

C. Brian James, Town Attorney

Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 3 pages including this face page.

Signer: Oscar Rodriguez

Phone: (575)751-2000

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Brian Estes
(505)758-0804

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Lease Agreement



BillTo: TOWN OF TAOS
FINANCE DEPT-PLN
PLACITA
400 CAMINO DE LA
TAOS, NM 87571-6071

Install: TOWN OF TAOS
VISITORS CENTER
PUEBLO SUR
1139 PASEO DEL
TAOS, NM 87571-4445

Tax ID#: *

State or Local Government Negotiated Contract : 072471800

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. W7530P (WC7530P PRINTER)	<ul style="list-style-type: none"> - 3 Tray Module - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term:	48 months	- Xerox WCM20 S/N UGK462210	3/7/2013
		Purchase Option:	FMV	Trade-In	

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. W7530P	\$219.56	1: BW	1 - 6,400	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			6,401+	\$0.0071	
		2: Color	All Prints	\$0.0559	
Total	\$219.56	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

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

encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

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

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

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

Lease Agreement



Customer: TAOS, TOWN OF

BillTo: TOWN OF TAOS
PUBLIC LIBRARY
PLACITA
402 CAMINO DE LA
TAOS, NM 87571-6071

Install: TOWN OF TAOS
PUBLIC LIBRARY
PLACITA
402 CAMINO DE LA
TAOS, NM 87571-6071

Tax ID#: *

State or Local Government Negotiated Contract : 072471900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WC5335T (WC5335 COPIER/TANDEM)	<ul style="list-style-type: none"> - Foreign Interface - Third Party Equipment (TxC) - Customer Ed 	Lease Term: 48 months Purchase Option: FMV	- Xerox WCBK40 S/N LBD000563 Trade-In as of Payment 56	3/7/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5335T	\$245.35	1: Meter 1	1 - 6,000 6,001+	Included \$0.0067	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$245.35	Minimum Payments (Excluding Applicable Taxes)			

APPROVED AS TO FORM:

C. Brian James, Town Attorney

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Brian Estes (505)758-0804 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: Oscar Rodriguez	Phone: (575)751-2002		
Signature: _____	Date: _____		

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

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

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Products, and it is your intent to use the Products for the entire lease term and to make all payments

required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. NON-XEROX PRODUCTS. Third Party Equipment (TXC) were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

GENERAL TERMS & CONDITIONS:

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

Financial Information

7. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. WC5335T	- Refinance of Xerox Agreement	\$779.00	t2%	\$205.48

Lease Agreement



Customer: TAOS, TOWN OF

Bill To: TOWN OF TAOS
PUBLIC LIBRARY
PLACITA
402 CAMINO DE LA
TAOS, NM 87571-6071

Install: TOWN OF TAOS
PUBLIC LIBRARY
PLACITA
402 CAMINO DE LA
TAOS, NM 87571-6071

Tax ID#: *

State or Local Government Negotiated Contract : 072471800

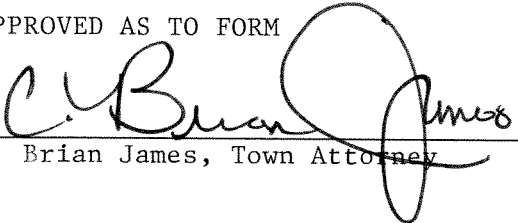
Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7535P (WC7535P PRINTER)	<ul style="list-style-type: none"> - 3 Tray Module - 1 Line Fax - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox WC5030P S/N FLA019069 Trade-In as of Payment 56	3/7/2013

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. W7535P	\$241.78	1: BW	1 - 8,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			8,001+	\$0.0071	
		2: Color	All Prints	\$0.0559	
Total	\$241.78	Minimum Payments (Excluding Applicable Taxes)			

APPROVED AS TO FORM


C. Brian James, Town Attorney

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Brian Estes (505)758-0804 For information on your Xerox Account, go to www.xerox.com/AccountManagement
Signer: Oscar Rodriguez	Phone: (575)751-2000	
Signature: _____	Date: _____	

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

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

encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

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

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

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

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. W7535P	- Refinance of Xerox Agreement	\$445.00	12%	\$117.08

Lease Agreement



Customer: TAOS, TOWN OF

BillTo: TOWN OF TAOS
POLICE DEPT
107 CIVIC PLAZA DR
TAOS, NM 87571-6401

Install: TOWN OF TAOS
POLICE DEPT
107 CIVIC PLAZA
TAOS, NM 87571-6401

Tax ID#: *

State or Local Government Negotiated Contract : 072471800

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7556P (WC7556P PRINTER)	<ul style="list-style-type: none"> - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Hi Cap Tandem Tray - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox WC7755P S/N RFX349026 Trade-In as of Payment 28	3/7/2013

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. W7556P	\$689.07	1: BW	1 - 12,880 12,881+	Included \$0.0071	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	1 - 1,200 1,201+	Included \$0.0505	
Total	\$689.07	Minimum Payments (Excluding Applicable Taxes)			

APPROVED AS TO FORM

C. Brian James
C. Brian James, Town Attorney

Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 2 pages including this face page.

Signer: Osscarr Rodriguez

Phone: (575)751-2000

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Brian Estes
(505)758-0804

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

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

encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

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

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

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

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. W7556P	- Refinance of Xerox Agreement	\$11,190.00	12%	\$2,954.16

Lease Agreement



Customer: TAOS, TOWN OF

BillTo: TOWN OF TAOS
DEPT OF FINANCE
PLACITA
400 CAMINO DE LA
TAOS, NM 87571-6071

Install: TOWN OF TAOS
PLANNING DEPT
PLACITA
400 CAMINO DE LA
TAOS, NM 87571-6071

Tax ID#: *

State or Local Government Negotiated Contract : 072471900

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. 5755APT (WC5755A PRINTR/4TRAY)	<ul style="list-style-type: none"> - Embedded Fax-1 Line - Office Finisher - Customer Ed - Analyst Services 	Lease Term:	48 months	- Xerox WC5645P S/N WTD061032 Trade-In as of Payment 49	3/7/2013
2. 5755APT (WC5755A PRINTR/4TRAY)	<ul style="list-style-type: none"> - Oct (32-55 Ppm Only) - Embedded Fax-1 Line - Customer Ed - Analyst Services 	Lease Term:	48 months	- Xerox WC5645P S/N WTD060483 Trade-In as of Payment 49	3/7/2013
3. 5755APT (WC5755A PRINTR/4TRAY)	<ul style="list-style-type: none"> - Embedded Fax-1 Line - Office Finisher - Customer Ed - Analyst Services 	Lease Term:	48 months	- Xerox WC5645P S/N WTD060642 Trade-In as of Payment 49	3/7/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5755APT	\$314.55	1: Meter 1	1 - 15,000 15,001+	Included \$0.0067	- Consumable Supplies Included for all prints - Pricing Fixed for Term

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 6 pages including this face page.</p> <p>Signer: Oscar Rodriguez Phone: (575)751-2002</p> <p>Signature: _____ Date: _____</p>		<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Brian Estes (505)758-0804</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
---	--	---

Lease Agreement



Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
2. 5755APT	\$299.38	1: Meter 1	1 - 15,000 15,001+	Included \$0.0067	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. 5755APT	\$314.55	1: Meter 1	1 - 15,000 15,001+	Included \$0.0067	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$928.48	Minimum Payments (Excluding Applicable Taxes)			

APPROVED AS TO FORM

C. Brian James, Town Attorney

Lease Agreement



BillTo: TOWN OF TAOS
DEPT OF FINANCE
PLACITA
400 CAMINO DE LA
TAOS, NM 87571-6071

Install: TOWN OF TAOS
FINANCE DEPARTMENT
PLACITA
400 CAMINO DE LA
TAOS, NM 87571

Tax ID#: *

State or Local Government Negotiated Contract : 072471900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 5755APT	(WC5755A PRINTR/4TRAY) - 3-hole - Ofc/in Only - Office Finisher - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WC5755P S/N XEH603463 Trade-In as of Payment 23	3/7/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5755APT	\$568.83	1: Meter 1	1 - 15,000 15,001+	Included \$0.0067	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$568.83	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: TOWN OF TAOS
DEPT OF FINANCE
PLACITA
400 CAMINO DE LA
TAOS, NM 87571-6071

Install: TOWN OF TAOS
MUNICIPAL COURT
EL PUEBLO HALL
114 CIVIC PL DR
TAOS, NM 87571-7400

Tax ID#: *

State or Local Government Negotiated Contract : 072471900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WC5325PT (WC5325 PRINTR/TANDEM)	<ul style="list-style-type: none"> - Office Finisher Lx - Postscript 3 - Network Scan - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox DC425DC S/N EYC029724 Trade-In	3/7/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5325PT	\$221.80	1: Meter 1	1 - 4,000 4,001+	Included \$0.0067	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$221.80	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



BillTo: TOWN OF TAOS
DEPT OF FINANCE
PLACITA
400 CAMINO DE LA
TAOS, NM 87571-6071

Install: TOWN OF TAOS
LANDFILL-JOE ORTEGA
24670 HWY 64 W
TAOS, NM 87571

Tax ID#: *

State or Local Government Negotiated Contract : 072471900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	WC3550X (WORKCENTRE 3550)	Lease Term: 48 months Purchase Option: FMV	- Xerox WCM20I S/N RYU430843 Trade-In	3/7/2013

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC3550X	\$51.12	1: Meter 1	1 - 1,750 1,751+	Included \$0.0067	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$51.12	Minimum Payments (Excluding Applicable Taxes)			

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

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

encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

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

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

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

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. 5755APT	- Refinance of Xerox Agreement	\$9,899.00	12%	\$2,613.16

Lease Agreement



Customer: TAOS, TOWN OF

Bill To: TOWN OF TAOS
YOUTH & FAMILY CTR

E

407 PASEO DEL CANON
TAOS, NM 87571-6528

Tax ID#: *

State or Local Government Negotiated Contract : 072471800

Install: TOWN OF TAOS
YOUTH & FAMILY CTR

E

407 PASEO DEL CANON
TAOS, NM 87571-6528

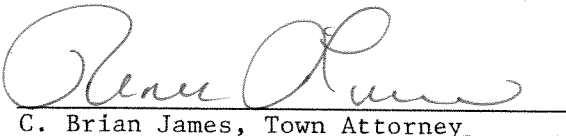
Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7530P (WC7530P PRINTER)	<ul style="list-style-type: none"> - 1 Line Fax - Office Finisher Lx - Hi Cap Tandem Tray - Customer Ed - Analyst Services 	Lease Term: 48 months Purchase Option: FMV	- Xerox WC7428P S/N PBB002671 Trade-In as of Payment 42	3/7/2013

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features
1. W7530P	\$305.47	1: BW	1 - 7,000	Included	- Consumable Supplies Included for all prints
		2: Color	7,001+	\$0.0071	- Pricing Fixed for Term
			1 - 200	Included	
			201+	\$0.0559	
Total	\$305.47	Minimum Payments (Excluding Applicable Taxes)			

APPROVED AS TO FORM

for 
C. Brian James, Town Attorney

per Brian's request on 2/20/13

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: Oscar Rodriguez Phone: (575)751-2000</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Brian Estes (505)758-0804</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
---	---

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

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

encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

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

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

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

Financial Information

6. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. W7530P	- Refinance of Xerox Agreement	\$1,693.00	12%	\$446.84



State of New Mexico
General Services Department
Purchasing Division

GSD/PD (Rev. 01/11)

Statewide Price Agreement Amendment

Awarded Vendor
0000008584
Xerox
PO Box 7405
Pasadena, California 91109-7405

Telephone No. (888) 339-7887

Price Agreement Number: 90-000-00-00086Price Agreement Amendment No.: SixTerm: August 10, 2009 - June 30, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Brenda ChaconTelephone No.: (505) 827-488

Invoice:

As Requested

Title: Copiers

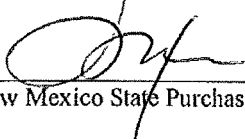
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2012 to June 30, 2014 at the same price, terms and conditions.

See attached updated Xerox New Mexico Authorized Providers.

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: 06/21/2012

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

bc

Service and Supplies Pricing Worksheet - Group A

Vendor Name: XEROX CORPORATION

Pricing Item	Segment 2 Desktop	Segment 2 Console	Segment 3	Segment 4	Segment 5	Segment 6	Segment 7	Segment 8	Segment 9	Segment 10
Make	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox	Xerox
Model	GC20	W5222	W5632	W5645	W56551	W56851	W56871	W56871	W56871	W56871
Zero Base Service and Supplies Pricing	0.020	0.0098	0.0098	\$0.0080	\$0.0076	\$0.0071	\$0.0069	\$0.0064	\$0.0064	\$0.0061
Option #1 Included Base Number Impressions	0	0	0	0	0	0	0	0	0	0
Option #1 Monthly Base Charge	\$16	\$12	\$12	\$12	\$42	\$42	\$42	\$42	\$42	\$42
Option #1 Overage Rate	\$0.0099	\$0.0071	\$0.0071	\$0.0071	\$0.0058	\$0.0058	\$0.0058	\$0.0058	\$0.0058	\$0.0058
Option #2 Included Base Number Impressions	3,000	3000	10000	20000	30000	50000	75000	85000	\$0.000	125,000
Option #2 Monthly Base Charge	42	27	72	135	198	\$296	\$414	\$510	\$525	\$631
Option #2 Overage Rate	\$0.0099	\$0.0071	\$0.0071	\$0.0081	\$0.0058	\$0.0058	\$0.0053	\$0.0053	\$0.0042	\$0.0052
Option #3 Included Base Number Impressions									125,000	200,000
Option #3 Monthly Base Charge									\$631	\$981
Option #3 Overage Rate									\$0.0052	\$0.0040
Additional Service and Supplies Options:										
Increase in rate for inclusion of staples (see note below)	N/A	\$101 carton	\$101 carton	\$101 carton	\$101 carton	\$101 carton	\$101 carton	\$101 carton	\$101 carton	\$101 carton
Base monthly charge for 2 x 5 coverage	\$210	\$210	\$210	\$210	\$265	\$265	\$265	\$265	\$265	\$265
Base monthly charge for 3 x 5 coverage	\$335	\$335	\$335	\$335	\$420	\$420	\$420	\$420	\$420	\$420
Base monthly charge for 3 x 5 coverage	\$335	\$335	\$335	\$335	\$420	\$420	\$420	\$420	\$420	\$420
Base monthly charge for 1 x 7 coverage	\$260	\$260	\$260	\$260	\$320	\$320	\$320	\$320	\$320	\$320
Base monthly charge for 2 x 7 coverage	\$400	\$400	\$400	\$400	\$510	\$510	\$510	\$510	\$510	\$510
Base monthly charge for 3 x 7 coverage	\$470	\$470	\$470	\$470	\$585	\$585	\$585	\$585	\$585	\$585
Additional Labor Components:										
Additional End User Training Cost by hours	\$140 hr	\$140 hr	\$140 hr	\$140 hr	\$140 hr	\$140 hr	\$140 hr	\$140 hr	\$140 hr	\$140 hr
Additional Advanced / IT Training Cost by hours	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr
Additional IT Support by hours	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr	\$165 hr
Percentage Increase in Service and Supplies Rate by Service Zone:										
Percentage Increase for Rural Zone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Percentage Increase for Remote Zone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Moving Charges by Zone										
Zone 2 - Flat Fee	see note	see note	see note	see note	see note	see note	see note	see note	see note	see note
Zone 3 Per mile fee	see note	see note	see note	see note	see note	see note	see note	see note	see note	see note

Note:

Moving charges - please refer to Executive Summary for detail

Net Pricing Worksheet - Group B

Vendor Name: Xerox Corporation

Pricing Item	Segment 2H Console	Segment 3H	Segment 4H	Segment 5H	Segment 6H
Make	Xerox	Xerox	Xerox	Xerox	Xerox
Model	WC7328P	WC7335P	WC7345P	W7655	W7665
Marking Engine	\$6,521	\$6,768	\$7,031	\$9,892	\$11,067
Paper Handling					
ADF	\$ -	\$ -	\$ -	\$ -	\$ -
RADF -(INCLUDED UNDER ADF)	\$ -	\$ -	\$ -	\$ -	\$ -
Scan Station (network scanning)	\$ -	\$ -	\$ -	\$ -	\$ -
Platen Cover	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Option (please describe here)	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Option (please describe here)	\$ -	\$ -	\$ -	\$ -	\$ -
Paper Feeding					
Base Cabinet	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Paper Drawer	\$ -	\$ -	\$ -	\$ -	\$ -
Paper-Feed Units	\$ 419.20	\$ 419.20	\$ 419.20	\$ -	\$ -
Bypass Paper Supply	\$ -	\$ -	\$ -	\$ -	\$ -
Large Capacity Tray	\$ 524.00	\$ 524.00	\$ 524.00	\$ 1,235.20	\$ 1,235.20
Additional Option (please describe here)	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Option (please describe here)	\$ -	\$ -	\$ -	\$ -	\$ -
Finishing					
Output Tray	\$ -	\$ -	\$ -	\$ -	\$ -
Internal / Wing Finisher	\$ -	\$ -	\$ -	\$ -	\$ -
3 - Hole Punch	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Option	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Office Finisher- Office Finisher - see definitions 1	\$ 1,048.00	\$ 1,048.00	\$ 1,048.00	\$ -	\$ -
3 - Hole Punch	\$ -	\$ -	\$ -	\$ -	\$ -
Saddle Stitch Finishing	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Option Advanced Finisher- see definitions 2	\$ 1,569.38	\$ 1,569.38	\$ 1,569.38	\$ 1,849.71	\$ 1,849.71
3 - Hole Punch	\$ -	\$ -	\$ -	\$ -	\$ -
Advanced Office Finisher- Professional finisher- please see definition 3 for a description of this finisher	\$ 2,617.38	\$ 2,617.38	\$ 2,617.38	\$ 3,084.91	\$ 3,084.91
3 - Hole Punch	\$ -	\$ -	\$ -	\$ -	\$ -
Saddle Stitch Finishing	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Option (please describe here)	\$ -	\$ -	\$ -	\$ -	\$ -
Post Process Insertion - included with Production Finisher	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Option (Production Finisher) - please see definition 4	\$ -	\$ -	\$ -	\$ 7,287.68	\$ 7,287.68
Additional Option (please describe here)	\$ -	\$ -	\$ -	\$ -	\$ -
Additional Option (please describe here)	\$ -	\$ -	\$ -	\$ -	\$ -
Facsimile Options					
Facsimile Kit	\$ 521.38	\$ 521.38	\$ 521.38	\$ 614.51	\$ 614.51
Dual Line Option (3 line fax on 7328/ 7335/ 7345)	\$ 783.38	\$ 783.38	\$ 783.38	\$ 864.64	\$ 864.64
Additional Fax Memory	\$ -	\$ -	\$ -	\$ -	\$ -
Connectivity/ Security					
Network Connectivity Kit (printing & scanning)	\$910	\$910	\$910	\$3,148	\$3,148
Adobe Postscript Option					
RIP Upgrade Option					
Hard Drive Security Kit					
Network Security Kit -Included in Hard Drive Security Kit					
Power Protection Unit					

Net Pricing Worksheet - Group B**Vendor Name: Xerox Corporation**

Pricing Item	Segment 2H Console	Segment 3H	Segment 4H	Segment 5H	Segment 6H
<i>Additional Option (please describe here)</i>					
<i>Additional Option (please describe here)</i>					
<i>Additional Option (please describe here)</i>					
Accessibility Options					
<i>Accessibility Option (please describe here)</i>					
<i>Accessibility Option (please describe here)</i>					
<i>Accessibility Option (please describe here)</i>					
<i>Accessibility Option (please describe here)</i>					
Software Options					
Advanced Scanning Software - Scan to PC Desktop Standard, 25 seats	\$1,195	\$1,195	\$1,195	\$1,195	\$1,195
<i>Additional Option Scan to PC desktop Professional, 25 seats</i>	\$4,395	\$4,395	\$4,395	\$4,395	\$4,395
Advanced Scanning Interface Software - Smart Send, 5 license	\$3,998	\$3,998	\$3,998	\$3,998	\$3,998
<i>Additional Option Smart Document Travel-one MFD</i>	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750
Simple Account Software - Xerox Standard Accounting	\$0	\$0	\$0	\$0	\$0
<i>Additional Option (please describe here)</i>	\$0	\$0	\$0	\$0	\$0
Advance Accounting Software- Equitrac 25 seats	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
<i>Additional Option (please describe here)</i>	\$0	\$0	\$0	\$0	\$0
<i>Additional Option (please describe here)</i>	\$0	\$0	\$0	\$0	\$0
<i>Additional Option (please describe here)</i>	\$0	\$0	\$0	\$0	\$0
<i>Additional Option (please describe here)</i>	\$0	\$0	\$0	\$0	\$0



February 26, 2013

Title:

Apparatus Acquisition

Summary:



Consideration and possible approval to enter into a contract with Chastang Ford in the amount of \$125,000 for the purchase of a 2013 Ford F-550 Skeeter Brush Truck to replace Engine 10, a 1993 Dodge 350. This purchase will be made through Houston-Galveston Area Council contract pricing with the funding from: Fire Protection Fund in the amount of \$100,500; Fire RMP Fund in the amount of \$20,000; and Fire Capital Fund in the amount of \$4,500.

Background:

Submitted by Leroy Gonzales and Tina Torres, Purchasing Agent

Attachments:

Click to download

-  [Contract and Specs](#)
-  [Contract and Specs](#)
-  [Contract and Specs](#)
-  [Contract and Specs](#)



MARC/KCRPC and H-GAC CONTRACT PRICING
WORKSHEET - 2012
For MOTOR VEHICLES only

Contract
No.:

FS 12-11

Date
Prepared:

2/13/2013

This Form must be prepared by Contractor and given to End User and MARC/KCRPC. End User issues PO to Contractor, and MUST also fax a copy of purchase order to Rita Parker - KCRPC @ 816-421-7758. Please type or print legibly.

MARC - Rita Parker 816-246-5083 (Fax 816-421-7758)
KCRPC email: rita.parker@kcrpc.com

Buying
Agency: TOWN OF TAOS

Contractor: CHASTANG FORD

Contact
Person: CHIEF LEROY GONZALES

Prepared
By: ED MILLER

Phone: 575-758-3386

Phone: 713-678-5007

Fax: 575-737-2665

Fax: 713-678-5001

Email:

Email: EMILLER@CHASTANGFORD.COM

Product
Code:

TB-05

Description: BRUSH FIRE APPARATUS F-550

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

119,974.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
99T - 6.7L POWERSTROKE DIESEL			
44W - 6 SPEED AUTOMATIC TRANSMISSION			
61J - 6 TON HYDRAULIC JACK			
67D - 200 AMP HD ALTERNATOR			
473 - SNOW PLOW PREP PKG			
		Subtotal From Additional Sheet(s):	
		Subtotal B:	-

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
68M - 19,500 LB GVWR	1155		
585 AM/FM CD PLAYER	275		
SK1 - SKEETER UPGRADE	1,921.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	3,076.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

123,050.00

Quantity Ordered: 1

X Subtotal of A + B + C + D:

123,050.00

=

Subtotal D: 123,050.00

E. H-GAC Fee Calculation (From Current Fee Tables)

Subtotal E: 1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		2013 - 2013 PRICE DIFFERENTIAL	950
		Subtotal F:	950.00

Delivery Date:

G. Total Purchase Price (D+E+F): 125,000.00

Skeeter Brush Trucks

FIRE APPARATUS SPECIFICATIONS



5511 Binz Engleman
Kirby, Tx. 78219-620
888-228-9335

2013, F-550, 2 Door, Diesel, 4x4, 19,500 GVW 400 Gallon, Aluminum Flat-Bed, NWCG Type 5 Brush Truck

Specifications prepared for Taos, NM, Fire Department

2-13-13



*Pictures provided in this specification are included for general familiarity or description. They may not exactly represent the actual finished product.

Skeeter Brush Trucks

PROPOSAL

We are pleased to submit the following specifications to you for a **SKEETER Type 5 Brush Truck** per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

SKEETER Brush Trucks LLC, a whole owned company of Siddons-Martin Emergency Group, is a custom fire apparatus manufacturer specializing in Brush-Grass-Wildland fire fighting vehicles. Our 22,000 square foot manufacturing facility is located in Kirby, Texas and is operated by some of the most experienced wildland firefighting vehicle manufacturing individuals in the business. Our performance and quality minded approach to manufacturing generates some of the most reliable vehicles in the industry, thus yielding a very high return on investment.

Skeeter Brush Trucks LLC provides the very best sole source product and service solutions to the fire service of Texas. Skeeter Brush Trucks LLC carries \$1,000,000 in product liability, with a 3,000,000 excess umbrella liability. The opportunity to place this Skeeter Brush Truck in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Siddons-Martin Emergency Group sales and service professionals are dedicated and experienced in all aspects of the fire apparatus business. Our core business is the sales and service of fire apparatus.

SERVICE ADVANTAGE

Siddons-Martin Emergency Group currently staffs eleven (11) service centers located throughout Texas, Louisiana, and New Mexico, and maintains a fleet of service vehicles to provide on-site service of your SKEETER Brush Truck. The Siddons-Martin Emergency Group Service Department is dedicated to the fire service and provides service and maintenance exclusively on fire apparatus. Siddons-Martin Emergency Group employs numerous EVT trained technicians and is constantly engaged in continuing factory and EVT training classes and programs in order to stay abreast of the rapidly improving technologies incorporated within today's fire apparatus. SMEG is an authorized sales and service dealer for Pierce Mfg., and an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories.

CONSTRUCTION and DESIGN

Skeeter Brush Trucks maintains an in-house, resident engineer. Body construction (unless otherwise noted) is done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house, and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

Chassis Operation Manual

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Skeeter Brush Trucks

Fire Pump Operational Manual

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals

The fire apparatus manufacturer shall provide two (2) operational manuals. These manuals may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

"As Built" Wiring Diagram

The fire apparatus manufacturer shall provide one (1) "as built" wiring schematic. This diagram may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

COMPLIANCE TO STANDARDS

This vehicle shall meet or exceed State and Federal Motor Vehicle Standards. Please note: the vehicle being proposed is "non-compliant" to all NFPA standards. The purchaser assumes all liability and full responsibility for this vehicle specification, and the inclusion or exclusion of any NFPA provisions or equipment on the vehicle.

PAINT

1. Cab Color:	Red
2. Cab Secondary Color:	N/A
3. Description:	Solid Red
4. Bumper Color:	Red
5. Wheel Color:	Red
6. Body Color:	Brushed Aluminum
7. Cab Steps:	Red

CHASSIS SPECIFICATIONS

One (1) FORD F-550 rear axle drive 4 x 4, dual rear wheels (DRW), two door XL cab and chassis

GVWR: 19,500 pounds

Skeeter Brush Trucks

Wheelbase: 140.8"

Cab to Axle: 60"

Grille: black

Tow Hooks: front loops

Driving Front Axle and Suspension: 7,000# HD front package, 7,000# suspension package, stabilizer bar, front shocks, manual hubs

Transfer Case: cab controlled high and low range HD front package, stabilizer bar, front shocks, manual hubs

Tires: two (2) front tires shall be 225/70R19.50, radial all weather highway tread

Front Wheels: two (2) 19.50" x 6.00" steel disc, eight (8)-hole pattern steel disc wheels

Rear Axle and Suspension: 14,706# wide track rear axle, 14,706# suspension package, stabilizer bar, limited slip

Tires: four (4) 225/70R19.50 all weather type radial tires

Rear Wheels: four (4) 19.50" x 6.00" steel disc, eight (8)-hole pattern steel disc wheels

Braking System: four (4) wheel disc brake system with an Anti Lock (ABS)

Engine:

- Model: Power Stroke 6.7 turbo-charged diesel
- Number of Cylinders: Eight (8) "V" configuration
- Displacement: 6.7 liters
- Rated Brake Horsepower: 300 at 2800 rpm
- Rated Torque: 660 ft lbs
- Turbocharger

Cooling System: a coolant mixture protected to -30 degrees Fahrenheit

Exhaust System: horizontally mounted, discharge on right side aft of wheels

Fuel Tank: 40 gallon rear mounted, left side filler extension

Transmission: six speed automatic

Skeeter Brush Trucks

FRONT BUMPER

The factory bumper shall be removed and replaced with a heavy duty Buckstop Outback off-road bumper and grille protection assembly. A receiver hitch shall be installed at the front of the apparatus below the front bumper. The bumper assembly shall be winch ready.



* Bumper shown with optional winch

REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

CAB STEPS

The cab shall be equipped with custom fabricated steel tubing step assemblies, one (1) on each side of the cab.

They shall be painted RED.

FRONT BUMPER SKID PLATE

A .250" skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area. There will be multiple openings above the skid plate for mounting of siren speaker.

CHASSIS LIFT KIT

A 6" Fabtech heavy duty, 4 link, off road suspension lift kit with heavy-duty off road shackles shall be installed on the chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

NOTE: THE END USER MUST BE AWARE THAT LIFTING THE CHASSIS AND ADDING LARGER TIRES WILL ALTER THE VEHICLES CENTER OF GRAVITY. THIS WILL AFFECT THE VEHICLES HANDLING CHARACTERISTICS.

Skeeter Brush Trucks

IN ADDITION, THE LARGER TIRES WILL AFFECT STOPPING DISTANCE. THE SYSTEM IS NOT RECOMMENDED FOR VEHICLES THAT OPERATE PRIMARILY IN AN ON ROAD ENVIRONMENT. THE SYSTEM IS HIGHLY RECOMENDED FOR VEHICLES THAT OPERATE IN OFF ROAD OR ROUGH TERRAIN ENVIRONMENTS.

TURNING RADIUS MAY BE REDUCED (if needed) 1-3 DEGREES TO PREVENT TIRE RUB.

DO TO THE LARGER TIRE DIAMETER, THE SPEEDOMETER WILL BE SLIGHTLY INACCURATE.

GPS SPEEDOMETER

A Garmin NUVI 1300 dash mounted GPS unit shall be installed. It shall display the actual vehicle speed in the lower right hand corner. Traveling speeds in excess of the posted speed limit shall be displayed in RED. Installation of this unit shall compensate for the inaccuracy of the factory speedometer due to the installation of larger tires. If a full screen speedometer is desired, the second accessible screen will display a full size speedometer.

FRONT AND REAR SUPER SINGLE TIRES AND WHEELS

The front and rear tires will be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the rim rating. Wheels for the front and rear axles will be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the rims will be 6,750 each.

SPARE SUPER SINGLE TIRE AND WHEEL

One (1) spare wheel and tire shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the rim rating. Wheel for the spare shall be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the rim will be 6,750 each.

MOUNTING SPARE TIRE AND WHEEL

The spare tire and wheel shall be mounted on top front right corner of the water tank. Aluminum plate shall be installed with mounting assembly for the wheel and tire.

FIRE PUMP SPECIFICATIONS

A Hale HPX200-B18 fire pump furnished and mounted on the apparatus. The pump/engine shall perform to the standards of ISO 9 and NFPA 1906 low-pressure pump rating. Typical pump performance from 4 foot draft at sea level using a 2.5" suction line and a 2.5" discharge shall be.

Skeeter Brush Trucks



240 GPM @ 10 PSI
 190 GPM @ 75 PSI
 150 GPM @ 100 PSI.
 60 GPM @ 150 PSI.

Pump

The pump body shall be made of alloy aluminum castings coupled together with a stainless steel band clamp with an O-ring seal which allows quick pump volute removal for servicing. The pump end shall be factory hydrostatically tested to 350 PSI for 10 minutes. The impeller shall be bronze. The renewable clearance rings shall be made of anodic plated bronze to inhibit galvanic corrosion. The impeller shall be 4.87 inches in diameter and designed with a sleeve back end to prevent water from coming in contact with the engine shaft. The pump shaft seal shall be an automatically adjusting, maintenance free, mechanical type. The pump body shall be equipped with a petcock drain valve.

Engine

The engine shall be a four cycle gasoline Briggs and Stratton Vanguard series V-Twin, overhead valve, air cooled design. Engine rating shall be 18 BHP at 4000. Engine displacement shall be 570cc and shall be designed to meet CARB (California Air Resources Board) standards. A 12-volt electric system shall be provided with electric starter and a 16 amp alternator. Recoil backup engine starting shall be provided. Engine shall be equipped with a residential muffler with USDA approved spark arrestor.

FIRE PUMP TEST

The fire pump shall undergo factory fire pump run-in tests for a minimum of 2 hours prior to delivery of the completed apparatus. The factory pump testing results shall be furnished on delivery.

FIRE PUMP MASTER DRAIN

The fire pump plumbing system and fire pump shall be piped to a pump panel mounted 'handwheel' type Hale-Class 1 multi-port master pump drain assembly. The master drain valve shall be a bronze master drain with a rubber disc seal, a universal joint and a handwheel control on the pump panel. The master drain shall also provide for low point drainage of the fire pump and auxiliary devices.

Skeeter Brush Trucks

STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built completely of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

The fire pump and plumbing shall be hydrostatically tested in compliance to applicable sections of NFPA standards, with test results submitted on delivery.

VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

HOSE THREADS

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and vertical exhaust pipe. The exhaust pipe shall be directed upward and away from the pump operator. An additional guard or wrapping around the exhaust pipe shall be installed where the pipe is exposed to touch by an operator.

MUFFLER AND EXHAUST PRIMER

The pump shall be equipped with an exhaust venture primer of brass and stainless steel construction. The primer shall be capable of 20 inches of mercury vacuum. The primer shall be actuated with a spring return, single control lever located at the operator's panel. The primer to pump line shall be equipped with an automatic check valve for priming from an open body of water and a manual shut-off for pumping from a pressurized water source.

PUMP PANEL ENCLOSURE

A pump panel enclosure shall be installed. The enclosure shall be fabricated of .125" aluminum with a DA finish, bolted in place with a pump instrument panel installed.

PUMP PANEL

A Hale engine and pump control panel shall be provided at the rear of the vehicle. The following shall be located at the operator's position:

1. 2.5" discharge pressure gauge
2. choke control

Skeeter Brush Trucks

3. start stop control
4. throttle control
5. low oil pressure warning light

PUMP CONTROL PANEL

The pump control panel shall be mounted at the right rear corner of the body.

FUEL TANK

An aluminum custom built remote fuel tank shall be installed for the auxiliary fire pump assembly at the rear of the apparatus. The fuel tank shall be mounted in a bracket with detachable hold down device or strap. The fuel tank shall have capacity of approximately six (6) gallons. There shall be a fuel hose with plug in connections and primer bulb furnished between the fuel tank and carburetor assembly for the auxiliary pump.

ELECTRIC START WIRING TO CHASSIS

The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

AUXILIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed at the right side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a di-electric surface under pump and bolts through the sub-plates.

2-1/2" GATED INTAKE -- REAR

One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug. The color coded label shall be installed near the control handle.

TANK TO PUMP LINE INSTALLATION

The 2.5" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The valve shall be controlled with a manually operated handle directly on the valve.

WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank. A nameplate label shall be installed next to the valve.

3/4" GARDEN HOSE DISCHARGE -- REAR

One (1) .75" garden hose discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have a NPT x .75" male garden hose threads and cap and nameplate label adjacent the valve control handle.

Skeeter Brush Trucks

2-1/2" DISCHARGE -- REAR

One (1) 2-1/2" discharge shall be installed at the rear pump area, controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NPT x 2-1/2" NH male hose threads and nameplate label adjacent the valve control handle. The discharge shall be equipped with 2-1/2" female x 1-1/2" chrome plated brass reducer, 1-1/2" chrome cap and chain.

FRONT OF BODY DISCHARGES

A 1.5" discharge shall be piped from the rear pump area to the front on the body and split into two (2) 1" discharges. A 1.5" master control valve shall be installed at the rear pump manifold area with direct control handle and label.

The right and left sides of the front body area shall be equipped with two (2) manually operated 1" quarter turn ball valves for pre-connected 1" whip lines. The control valves shall be located at front of body (one each side) in walkway area of the body.

Two (2) 1" x 8 feet long 300# working pressure hose whips with threaded brass couplings shall be installed at front of body, one each side, with securement devices.

HOSE REEL

One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions.

The reel shall be mounted on the left side rear corner of the flatbed body.

The hose reel shall have a capacity of 150 feet of hose.

One (1) 1" discharge shall be piped from the fire pump to the hose reel with flexible high pressure hose. The quarter turn ball valve shall be controlled on pump panel. A nameplate label shall be provided near the valve control handle.

One (1) push button hose reel rewind control shall be installed adjacent the reel area.

The hose reel and hose shall be equipped with 1" NH hose threads.

One (1) 150' foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

The specified hose reel nozzle shall be mounted with custom fabricated aluminum mounted locaton attached to specified hose reel.

The hose reel shall be provided with Hannay stainless steel roller assembly to permit safe spooling hose off the rear facing reel.

Skeeter Brush Trucks

CLASS A FOAM SYSTEM

A Scotty Model #4071 Class A around-the-pump foam system shall be installed to supply all discharges. The unit shall be mounted between the discharge and suction side of a pump. The unit shall be adjustable, permitting various foam ratio percentages to be educted depending on the nozzles in use. Foam selection percentages between .3 and 1% shall be available. The foam system has been designed for simplicity of operation and maintenance. A flush system will be installed.

TEST DATA AND SAFETY PLACARDS

The pump panel shall be provided with labels required by applicable sections of NFPA #1901. The labels shall be installed at the operator's area that provides rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included. The labels shall be provided with all information at the factory and be attached to the apparatus prior to delivery.

FLAT-BED BODY

The body shall be a custom fabricated flatbed type constructed of aluminum. The body will be 114" long by 96" wide, designed for a 60" cab to axle dimension. The body design shall be of severe service type construction and shall be specifically made for wildland firefighting.



FLAT-BED SUB-STRUCTURE

The body will have 5" x 1.75" structural aluminum channel main frame rails. The body frame rails will be isolated from the truck frame by .50" industrial rubber insulation.

FLAT-BED CROSS-MEMBER SUB-STRUCTURE

The cross-members shall be 3" structural aluminum channel on 12" centers.

BED MOUNTING

The body shall be bolted to the chassis frame rails at the rear end of the frame and forward of the rear axle, the

Skeeter Brush Trucks

body shall be spring mounted.

FLAT-BED FLOOR

The body floor shall be aluminum tread plate and attached to the sides and the cross-members of the body.

ANGLED CORNERS, FLAT-BED

The front corners of the flat-bed body will be angled at approximately 45 degrees.

HEADACHE RACK

The front of the body shall have a 2" schedule 40 radius formed steel tube headache rack. The rack shall extend the full width of the body and shall be attached to the front body corners. The assembly shall extend above the chassis cab and have a mounting platform for securing the specified light bar and two (2) work lights. Wiring for the lights will be placed inside the tubing for protection.

FUEL FILLER

The fuel filler tube and cap will be installed at the left hand side, rear of the body.

FENDER PANELS -- FRONT BODY

The front lower portion of the flat-bed body shall have fender panels construction of aluminum tread plate, each side of the body.

REAR BODY PANEL

The rear vertical panel shall be smooth aluminum with a 30 degree angle of departure. The panel shall house the running lights, taillights, back-up lights, and emergency lights.

PROTECTIVE RAILS

The upper body area shall be protected with radius corner 1" diameter painted aluminum tube railing assembly installed around the top of the step side flat-bed body. The corners of the body shall have vertical risers space in critical areas. The railings shall act a protection to the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

SIDE BODY COMPARTMENTS -- RIGHT AND LEFT SIDES

Two (2) body equipment storage compartments shall be installed on the flatbed surface, one each side of the apparatus. The dimensions shall be approximately: 48" wide, 24" high, and 18" deep. The compartments shall be constructed of .125" aluminum tread plate on all exterior surfaces. Each compartment shall be equipped with a hinged drop down door with dual latches installed. The doors shall be equipped with rubber bumpers.



Skeeter Brush Trucks

INTERIOR COMPARTMENT VENTILATION LOUVERS

The interior of the specified compartments shall be provided with louvered ventilation units.

COMPARTMENT DOOR KEY LOCKS

The hinged compartment doors shall be equipped with key type door locks.

TOOL STORAGE TRAY/COMPARTMENT -- RIGHT SIDE

A tool storage compartment shall be installed over the right side equipment compartment, on the right side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 60" long. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum tread plate door with a latch installed. The compartment shall be equipped with Turtle Tile floor covering.

HOSE TRAY -- LEFT SIDE

A hose storage tray shall be installed over the left side equipment compartment, on the left side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 60" long. The hose tray shall be constructed entirely of .125" aluminum tread plate on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum tread plate door on top, enclosed front panel, and open rear area with a hose securement safety strap. The hose tray shall be equipped with Turtle Tile floor covering.

UNDER BODY COMPARTMENT -- REAR CENTER

An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The dimensions shall be approximately: 33" wide, 5" high, and 96" front to rear. The compartment shall be for by the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed. The door shall be equipped with rubber bumpers.



The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads. The tray shall be full width and full length of the compartment interior.

SIDE BODY COMPARTMENTS -- RIGHT AND LEFT SIDES

Two (2) body equipment storage compartments shall be installed on the front of the flatbed surface, one each side of the apparatus. The dimensions shall be approximately: 30" wide, 24" high, and 18" deep. The

Skeeter Brush Trucks

compartments shall be constructed of .125" aluminum tread plate on all exterior surfaces. Each compartment shall be equipped with a hinged swing out door with latch installed. The doors shall be equipped with rubber bumpers.

BODY ACCESS STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.



FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. On completion, the apparatus shall be totally ready for final inspection and road testing as required by the general requirement section for this specified vehicle.

WATER TANK SPECIFICATIONS

The water tank shall have a capacity of 400 gallons.

The water tank shall be constructed of polypropylene, nitrogen-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The cover shall be recessed .375" from the top of the side walls. Hold down dowels shall extend through and be welded to both the covers and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer data plate.

Skeeter Brush Trucks

The water tank shall be rectangular in shape and engineered for a low center of gravity.

NFPA Compliance

The water tank construction shall conform to applicable NFPA standards.

Baffling System

The internal baffling partitions shall be installed right to left and front to rear on inside of tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between baffled compartments.

Water Tank Sight Gauge

The water tank shall be equipped with clear water level sight gauge in the rear wall of the tank.

Fill Tower Location

The tank fill tower shall be located in the left rear corner of the water tank.

Vent and Overflow

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

Tank to Pump Connection

A 3" pipe shall be provided on the water tank for connection of the tank to the suction side of the pump with a flexible hump hose assembly. The tank suction valve and hump hose required to complete this connection shall be supplied by the final assembler.

Pump to Tank Connection

A 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

Water Tank Drain Provisions

A 1.5" plugged drain provisions shall be installed in the bottom of the water tank, sump, or plumbing for water tank draining and flush-out of debris.

WHIP SUPPLY LINE

A 1.5" hydraulic hose and fittings shall be incorporated into the fabrication of the water tank. The horizontal front to rear piping shall supply a discharge at front of water tank.

FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 10 gallons.

A foam tank shall be installed within the water tank and the non-corrosive foam tank shall meet applicable sections of NFPA standards. The foam concentrate tank outlet connection shall be designed and located to

Skeeter Brush Trucks

prevent aeration of the foam concentrate and shall allow withdrawal of the foam concentrate tank storage capacity under all operating conditions with the vehicle level.

Foam Tank and Venting Provisions

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "**CLASS A -- FOAM TANK FILL**" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "**WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM.**"

Foam System Piping

A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

Skeeter Brush Trucks

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets.

Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage and shall be uniquely identified at least every two feet (2') by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA standards.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

2. Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
3. All electrical wiring shall be placed in a protective loom or be harnessed.
4. Exposed connections shall be protected by heat shrink material and sealed connectors.
5. Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
6. Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
7. A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
8. All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

Skeeter Brush Trucks

9. Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

Upon completion of the vehicle and prior to delivery, the apparatus shall be electrically tested and the electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA.

ELECTRICAL ENCLOSURE

An electrical wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the right side compartment with a removable panel. The dimensions of the enclosures shall be approximately 20" high, 18" wide, and 4" deep.



Skeeter Brush Trucks

ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, and auxiliary equipment.

BATTERY MASTER DISCONNECT

A battery disconnect system shall be installed to control the 12 volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE MOUNTING

Provisions shall be installed in the rear vertical panel and a Del City #7685 LED light shall be installed.

BRAKE, TURN, TAIL LIGHTS

Two (2) Whelen M6 Series Model # M6BBT 4-5/16" x 6-3/4" brake, turn, tail lights with #M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light-heads configuration shall consist of 18 red Super-LEDs and a red optic polycarbonate lens. The light-heads shall be surface mountable via two screws.

The light-heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light-head shall include 164 flash patterns including: a variety of CA Title 13 compliant, syncable, left/right, top/bottom, in/out, and steady burn. The light-heads shall have the Whelen exclusive NERM (Non Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

Skeeter Brush Trucks

CAB GROUND LIGHTS

Two (2) Grote #61E41 LED ground lights shall be installed under the cab step area in compliance with NFPA standards.

GROUND LIGHTS - UNDER REAR STEP

Two (2) Grote #61E41 LED ground lights shall be installed under the rear step area, one on each side of the apparatus, wired to parking brake circuit.

WORK LIGHTS

Four (4) Grote #61E41 LED step lights with clear lens shall be installed, wired to switch on the cab dash. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

OFF ROAD LIGHTS

There shall be two (2) Warn 4" HID (High Intensity Discharge) lights installed on front bumper/grille guard.

COMPARTMENT LIGHTING, LED

Two (2) compartments shall be each be equipped with one (1) Grote 61E41, 4" diameter rubber mounted LED light.

AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES

Each exterior compartment light shall be automatically controlled by a door activated switch.

DOOR OPEN LIGHT

A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be flashing LED light with a red lens.

BACK-UP ALARM

One (1) Buyers #BA107 back up alarm shall be installed.

BACK-UP CAMERA SYSTEM

One (1) Rear View Systems camera system shall be furnished utilizing a camera which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

ELECTRONIC SIREN

One (1) Whelen, Model #CCSRN2 electronic siren and ten (10) auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted low on the front dash in easy reach of the driver.

Skeeter Brush Trucks

SIREN SPEAKER

One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating. Location shall be:

MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The cab bar light shall be mounted on the headache bar shelf with a aluminum brush guard protective guard assembly.



LIGHTBAR

A Whelen Liberty Model #SLN2VLED low profile Super-LED NFPA lightbar shall be installed. The 55" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lighthead. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

There shall be four (4) 500 Series Linear Super-LEDs: two (2) red and two (2) white front facing. Each 500 Series module shall consist of a minimum of six (6) Super-LEDs. The corner module shall utilize a vacuum metalized parabolic reflector and an optic collimator for superior light output.

Skeeter Brush Trucks

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthoods configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lighthoods shall be surface mountable via two screws. The lighthoods shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER REAR CORNER WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthoods configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthoods configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthoods configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthoods configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

PORTABLE WINCH

A Warn Winch Company Model 9.5cti PN85760 9,000 pound capacity 12-volt electric portable winch shall be provided incorporating a portable mounting system with two carrying handles. The unit shall include the following:

Skeeter Brush Trucks

- a) extreme duty seals for weather resistance
- b) thermo-metric indicator for motor monitoring
- c) A cable guide and 125 feet of 5/16" diameter galvanized cable and hawse fairlead & safety hook assembly shall be supplied.
- d) Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a twelve foot control cable which connects to the winch through a weatherproof receptacle.
- e) Carrying handles

The winch shall be attached to the body at the specified locations with a steel tube insert secured with steel pins. Power shall be supplied through a 12 volt pigtail with an Anderson type plug.

WINCH POWER SUPPLY

Two (2) Anderson type 12 volt quick disconnect electrical receptacles shall be installed for the portable winch. Power cables shall be color coded "red" positive and "black" neutral; rated at 125% of winch power requirement including line drop; protected with conduit for mechanical abrasion and equipped with circuit breaker protection at the battery area.

Location shall be: one (1) front of the apparatus and one (1) rear of the apparatus

WINCH POWER SUPPLY

A 400 amp 12 volt industrial series solenoid shall be installed to supply power to the winch. The solenoid shall be switched by the upfitter switch.

REAR TRAILER HITCH

One (1) Class 3 type trailer hitch, rated at approximately 10,000 lbs. shall be installed at the rear of the apparatus attached to a steel sub-frame assembly and attached to the chassis frame rails.

CAB REFLECTIVE LETTERING

The cab lettering shall be Scotchlite reflective material, shaded in black. A quantity of (50) three inch (3") letters shall be installed as directed by Fire Department.

CAPACITY GRAPHICS

The apparatus shall be provided with a reflective graphic that provides the following:

Tank Capacity

Pump Capacities

NWCG Typing

Skeeter Contact Information

Skeeter Brush Trucks



CAB AND BODY STRIPING

The cab and body shall have a straight Scotchlite reflective stripe applied horizontally. The stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with NFPA standards. The purchaser shall specify the color and location of the stripe.

SPANNER AND HYDRANT WRENCH SET WITH MOUNTING BRACKET

One (1) Kocheck lightweight spanner wrench holder shall be installed. The bracket shall hold one (1) hydrant wrench and two (2) universal spanners. It shall be mounted on the rear vertical exterior panel of the left side compartment.

FOAM NOZZLES

Three (3) Task Force Tips model # DS1040P dual gallonage foam nozzles with stainless steel shutoff ball shall be supplied. The nozzles shall be capable of producing either a fog or straight stream with the ability to instantly aspirate foam by sliding a sleeve forward. For corrosion resistance the nozzles shall be constructed from hardcoat anodized aluminum. An integral pistol grip handle shall be positioned directly below the valve handle. The nozzles shall be configured for flow settings of 10 and 40 GPM at 100 PSI, have a 1" female NH swivel rocker lug inlet and have a twist off position for positive shut off of the water flow.



February 26, 2013

Title:

Amendment No. 2 to Contract TT-12-172 with Daniel B. Stephens and Associates, Inc.

Summary:

Consideration and possible approval of Amendment No. 2 to Contract TT-12-172 with Daniel B. Stephens and Associates, Inc. increasing the contract amount by \$5,070.63 exclusive of gross receipts tax for work performed relating to the Abeyta Settlement including hydrologic analysis.

Background:

Submitted by Abigail Adame, Assistant Town Manager

Attachments:

Click to download

- 📎 [Amendment No. 2 to Contract TT-12-172](#)
- 📎 [Budget Analysis from Daniel B. Stephens and Associates](#)



Amendment No. 2 to Contract TT-12-172

This Amendment is hereby made and entered into by and between the Town of Taos, a New Mexico Municipality (hereinafter "TOWN") and **Daniel B. Stephens & Associates Inc.**, (hereinafter "CONTRACTOR") effective on the 26th day of February 2013.

WHEREAS, the parties have found it necessary to amend this contract to extend the date of the contract until March 29, 2013 for the purpose of paying the entire balance due and owning and closing out 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. Compensation for this contract shall be increased by **\$5,070.63** exclusive of GRT; original contract amount was \$93,456.80 exclusive of GRT. Amendment No. 1 \$2,000.00 exclusive of GRT. Total contract amount will now be \$100,527.43 exclusive of GRT. GRT will be bill at 7%.
2. All other terms and conditions previously agreed to in the original contract are hereby confirmed and ratified and continued in full force and effect. Except the expiration date which is extended to March 29, 2013.

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

CONTRACTOR

TOWN

Contractor

Darren M. Cordova, Mayor

ATTESTED BY:

Renee Lucero, Town Clerk

Accounting Approval:

Marietta S. Fambro
Marietta Fambro, Finance Director

Legal Form Approved By:

C. B. [Signature]
Attorney

2/19/13
Line item #64-22-44005



February 11, 2013

Ms. Abigail Adame, Assistant Town Manager
 Town of Taos
 400 Camino De La Placita
 Taos, New Mexico 87571

Re: Hydrological Services-2012 Budget Analysis

Dear Ms. Adame:

At the request of the Town of Taos (Town), Daniel B. Stephens & Associates, Inc. (DBS&A) has prepared the following budget analysis of work completed under Professional Services Contract TT-12-172 in 2012. The total approved budget for the project excluding tax was \$95,456.80 distributed among 7 tasks (Table 1). The budgets assigned to each task item were an estimate of the level of work required to complete those tasks based on the information at the time.

Due to the unpredictable nature of the tasks required for the Abeyta Settlement negotiations, the level of effort estimated was less than half of what was actually expended. Specifically, we estimated a budget total of \$28,167.20 for Abeyta-related tasks including hydrologic analyses. Actual expenditures on these tasks totaled \$65,999.82.

To meet the increased workload associated with Abeyta, DBS&A redirected budget from other tasks. Consequently, insufficient budget remained to allow for completion of these other tasks such as the 40-year plan and the preliminary engineering report (PER).

Table 1 shows the breakdown of the budget estimates, total expended and the differences from 2012:

Task	Task Name	Budget Estimate	Total Spent	Difference
1	Water Rights	\$ 10,345.20	\$ 7,665.74	\$ 2,679.46
2	40 Year Water Plan	\$ 11,838.60	\$ 190.26	\$ 11,648.34
3&4	Abeyta and Hydrological Support	\$ 28,167.20	\$ 65,999.82	\$ (37,832.62)
5	Spring Ditch	\$ 5,460.60	\$ 1,460.47	\$ 4,000.13
6	Preliminary Engineering Report	\$ 36,589.20	\$ 23,013.93	\$ 13,575.27
7	Technical Assistance	\$ 1,056.00	\$ 197.20	\$ 858.80
	Amendment No 1 - Task 7: Technical Assistance	\$ 2,000.00	\$ 2,000.00	\$ -
Total Contract Amount (excluding GRT)		\$ 95,456.80	\$ 100,527.42	\$ (5,070.62)

We appreciate the opportunity to continue assisting the Town of Taos with hydrological services. Please contact us with any questions at (505) 822-9400.

Sincerely,

DANIEL B. STEPHENS & ASSOCIATES, INC.

Christopher Wolf, P.G.
 Senior Geologist

Dominique Cartron, J.D.
 Senior Water Resources Associate



February 26, 2013

Title:

Contract TT-13-181 with Daniel B. Stephens and Associates, Inc.

Summary:

Consideration and possible approval of Contract TT-13-181 with Daniel B. Stephens and Associates, Inc. in the amount of \$56,319.45 inclusive of gross receipts tax for hydrological services to provide a viable water supply for current and future residents.

Background:

RFP No. 08-09-21
To sunset Oct. 2013

Submitted by: Abigail Adame, Assistant Town Manager

Attachments:

Click to download

- 📎 [Contract 13-181](#)
- 📎 [Letter submitting scope of work](#)
- 📎 [Scope of Work Budget](#)



TOWN OF TAOS PROFESSIONAL SERVICE CONTRACT TT-13-181

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Daniel B. Stephens & Associates Inc.**, (hereinafter "CONTRACTOR") effective March 1, 2013.

WHEREAS, the TOWN conducted a formal request for proposals (RFP) process that resulted in the selection of CONTRACTOR as the most advantageous to the TOWN for the services to be provided under this contract; 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:

Scope of Work March through October 2013

The overall objective of this project is to ensure that the Town is capable of providing a viable water supply for current and future residents, both from a legal or water rights perspective, and from a hydrologic and infrastructure perspective. DBS&A will continue to analyze water rights transfers and offers to the Town (Task 2). We will assist with the water planning efforts including finalizing a conservation plan and the 40-year plan (Task 3). We will provide support for the Abeyta Settlement (Task 4). We will also finalize a Preliminary Engineering Report (PER) that was begun in 2012 in support of the Abeyta Settlement project (Task 5). An on-call task (Task 6) is included for the Town to assign DBS&A specific work tasks when technical assistance is needed for Hydrological Services and Water Rights. Descriptions of each of these tasks are provided below, and a detailed cost estimate is attached.

Task 1: Project Management

For Task 1, project management, we will provide a monthly project update based on the overall task structure for the project. This task includes time for processing invoices and tracking task budgets.

"Refer to page 2"

Task 1: Project Management

SERVICES	UNIT	UNIT FEE	QUANTITY	COST	
Principal	Hour	\$ 200.00		\$	
Senior technical specialist	Hour	185.00			
Technical specialist	Hour	170.00			
Senior engineer/scientist II	Hour	150.00			
Senior engineer/scientist I	Hour	140.00	8	1,120.00	
Project engineer/scientist	Hour	120.00			
Staff engineer/scientist III	Hour	115.00			
Staff engineer/scientist II	Hour	105.00			
Staff engineer/scientist I / Sr. lab technician	Hour	95.00			
Biologist III	Hour	100.00			
Biologist II	Hour	88.00			
Biologist I	Hour	85.00			
Field/laboratory technician	Hour	80.00			
Senior graphics designer	Hour	105.00			
Senior CAD technician	Hour	95.00			
GIS analyst/database analyst	Hour	105.00			
GIS/IS technician	Hour	88.00			
Senior technical editor	Hour	95.00			
Technical editor	Hour	85.00			
Senior professional	Hour	135.00			
Project assistant	Hour	78.00	8	624.00	
Assistant/professional	Hour	70.00			
Assistant technician	Hour	58.00			
Subtotal:			16	\$ 1,744.00	
EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			\$		\$
Subtotal:					\$ 0.00
Total Direct Cost					1,744.00
Markup on third party services					0.00
SUBTOTAL					\$ 1,744.00
New Mexico Gross Receipts Tax @ 7.0%					122.08
TOTAL					\$ 1,866.08

Page 65 of 182

Task 2: Water Rights

Water Rights are required for municipal water use in New Mexico, and their administration is ongoing. The Town of Taos receives offers to purchase water rights frequently and also manages a water rights trust, and the Town of Taos expects new water rights appropriations and the need to address pending transactions during 2013. All water rights transactions are administered and reviewed by the New Mexico Office of the State Engineer (OSE). The process includes hydrologic and legal analyses by the OSE that often lead to negotiations between the buyer and seller. DBS&A will continue to assist the Town of Taos with these offers and transactions at the direction of the Town Attorney of the Assistant Town Manager.

The majority of time under this task will involve the pending water rights transfers outlined in the Abeyta Settlement. The Town of Taos has over 120 acre-feet of pending water rights transactions that have been "on the books" for years or even decades due to protests by different parties including the Pueblo of Taos and acequias in Taos Valley. Now that the Abeyta Settlement has been signed, the protests are to be withdrawn, and the applications for transferring these water rights into the Town of Taos portfolio may be finalized. Task 6 includes additional time on an "on-call" basis for anticipated but unidentified water rights transactions.

Water rights tasks to be completed under Task 2 include:

- Continue working on the pending transfers issues particularly related to the Abeyta Settlement. Identifying ownership status of the water rights included in the transfer applications. Specifically, follow up with OSE Hearing Unit regarding letter sent in 2011 inquiring status of

the pending applications file.

- San Juan Chama (SJC) lease tracking and documentation. Continue to address questions from the Town, coordinate with Bureau of Reclamation and Interstate Streams Commission staff. Attend SJC contractors meeting (as needed). Track requests for releases of SJC water and review OSE calculations under the contracts.
- Update permit compliance activities to identify appropriate paperwork that the Town must submit to the OSE to meet permit conditions or other requirements related to water rights files. Many files have pending requirements (e.g. submission of surveys), but the OSE is not requesting the paperwork. DBS&A will not perform the surveys under this contract. DBS&A will consult with OSE to develop a schedule for submitting outstanding paperwork.
- Continue to investigate purchase offers and follow up per direction from Town of Taos. Draft offer letters, track prices in the market (as needed). Address questions regarding dissolution of Hughes water rights trust and prepare documents as needed.
- Update water rights tracking system.

Deliverable: Letter report(s)/memorandum(s) to document activities as needed and an updated version of the water rights tracking system.

“Refer to page 4”

Page 66 of 82

Task 2: Water Rights

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	8	1,120.00
Project engineer/scientist	Hour	120.00	4	480.00
Staff engineer/scientist III	Hour	115.00	40	4,600.00
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00		
GIS/IS technician	Hour	88.00	4	352.00
Senior technical editor	Hour	95.00		
Technical editor	Hour	85.00		
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	4	312.00
Assistant/professional	Hour	70.00		
Assistant technician	Hour	58.00		
		Subtotal:	60	\$ 6,864.00

Page 67 of 182

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Mileage - Company Vehicle		Day	\$ 90.00	3	\$ 270.00
Gasoline		Lump Sum	65.00	2	130.00
Lodging		Night	90.00	1	90.00
Per Diem		Day	66.00	1	66.00
		Subtotal:			\$ 556.00

Total Direct Cost	7,420.00
Markup on third party services	0.00

TASK 2: WATER RIGHTS SUBTOTAL	\$ 7,420.00
New Mexico Gross Receipts Tax @ 7.0%	519.40
TASK 2: WATER RIGHTS TOTAL	\$ 7,939.40

Task 3: Water Planning

Water planning provides a means for water management to protect future water rights and resources, an approach to implement water conservation, and a way to identify funding for future needs. The 40-year Water Plan is a key component of municipal water planning. DBS&A will update the draft plan with recent water use data and address any additional comments to the 40-year plan submitted in August 2011. Water conservation is an important component of the 40-year water planning process. In reviewing applications for transfer of water rights, the State Engineer will also consider whether conservation measures are in place. A final water conservation plan will be developed for submittal to the New Mexico Office of the State Engineer to support current water rights applications. This plan will also be part of the final 40-year plan and will incorporate the Town's existing water use ordinance.

This task will consist of finalizing a water conservation plan that will be a stand-alone plan, but that will also be appended to the 40-year plan. The conservation plan will include:

- The discussion of existing water conservation measures that was prepared in Phase I incorporating any revisions suggested by the Town.
- An analysis of possible additional conservation measures for each category of water use. The commercial sector, which is the largest water use sector for the Town of Taos, will be given particular attention for conservation planning.
- Recommendations for conservation measures that will provide the most benefit and can be most feasibly implemented by the Town.

These draft plans will be prepared for review by the Town and comments will be addressed prior to finalizing the plans. Two meetings to discuss the plans are included in the budget. No public meetings have been budgeted, but these can be added if requested by the Town.

Deliverable: Conservation Plan: May 2013

Final 40-year Water Plan: August 2013

Task No. 3: Water Planning

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	8	1,120.00
Project engineer/scientist	Hour	120.00	8	960.00
Staff engineer/scientist III	Hour	115.00	33	3,795.00
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00	8	840.00
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00	12	1,140.00
Technical editor	Hour	85.00		
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	6	468.00
Assistant/professional	Hour	70.00		
Assistant technician	Hour	58.00		
Subtotal:			75	\$ 8,323.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Subcontractors (J. Hilton)	10%	Lump Sum	\$ 2500.00	1	\$ 2,500.00
Mileage - Company Vehicle		Day	90.00	2	180.00
Gasoline		Lump Sum	65.00	1	65.00
Lodging		Night	90.00	2	180.00
Per Diem		Day	66.00	2	132.00
Subtotal:					\$ 3,057.00
Total Direct Cost					11,380.00
Markup on third party services					250.00
TASK NO. 3: WATER PLANNING SUBTOTAL					\$ 11,630.00
New Mexico Gross Receipts Tax @ 7.0%					814.10
TASK NO. 3: WATER PLANNING TOTAL					\$ 12,444.10

Task 4: Abeyta Settlement

DBS&A will provide technical assistance related to the Abeyta Settlement. Since it is not clear exactly how events will unfold this year and what services will be required, we have estimated a budget for the task. However, we will work closely with the Town of Taos and attorneys to identify tasks and work products that are required and to adjust the budget if needed.

Work products related to the Settlement include:

- Developing an Abeyta Settlement Action plan to identify all activities required of the Town to implement the Settlement.
- Participating in conference calls and providing support as needed to work with the Settlement Parties. Identifying numerous agreements that must be executed and assisting the Town in assisting in negotiations for such agreements
- Working with the Town of Taos and Bureau of Reclamation staff on implementation activities as well as technical support.

Deliverable: Settlement implementation action plan, participation in conference calls, meetings, emails, and drafting letters, reports or memoranda to document activities as needed.

Task No. 4: Abeyta Settlement Support

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	10	1,400.00
Project engineer/scientist	Hour	120.00		
Staff engineer/scientist III	Hour	115.00	40	4,600.00
Staff engineer/scientist II	Hour	105.00	4	420.00
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00		
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00	4	380.00
Technical editor	Hour	85.00		
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	4	312.00
Assistant/professional	Hour	70.00	1	70.00
Assistant technician	Hour	58.00		
Subtotal:			63	\$ 7,182.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Mileage - Company Vehicle		Day	\$ 90.00	1	\$ 90.00
Gasoline		Lump Sum	65.00	1	65.00
Subtotal:					\$ 155.00
Total Direct Cost					7,337.00
Markup on third party services					0.00
TASK NO. 4: ABEYTA SETTLEMENT SUPPORT SUBTOTAL					\$ 7,337.00
New Mexico Gross Receipts Tax @ 7.0%					513.59
TASK NO. 4: ABEYTA SETTLEMENT SUPPORT TOTAL					\$ 7,850.59

Task 5: Preliminary Engineering Report

DBS&A will provide the Town of Taos a draft preliminary engineering report (PER) and related design documents for the new well field and mitigation well that are planned under the Abeyta Settlement. This task was partially completed in 2012 (62%) and the costs for completing the PER reflects the remainder of the estimated budget from 2012 (38% of the 2012 budget is the proposed budget for 2013).

The PER is based on discussions and information provided by Town of Taos staff, and well locations determined during the Abeyta Settlement process. The PER will follow USDA guidelines and will be the planning and initial design document for supply wells, pipelines, water quality treatment, and support infrastructure. The PER will have details and cost estimates for all aspects of this new water supply system. A draft report will be submitted to the Town for review and a final prepared based on comments received from the Town.

Deliverables: Draft PER: June 2013

Final PER: August 2013

Page 70 of 182

Task No. 5: Preliminary Engineering Report

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00	2	370.00
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	40	5,600.00
Project engineer/scientist	Hour	120.00		
Staff engineer/scientist III	Hour	115.00	4	460.00
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00	40	3,800.00
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00	18	1,710.00
GIS analyst/database analyst	Hour	105.00		
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00		
Technical editor	Hour	85.00	10	850.00
Senior professional	Hour	135.00		
Project assistant	Hour	78.00		
Assistant/professional	Hour	70.00	8	560.00
Assistant technician	Hour	58.00	1	58.00
Subtotal:			123	\$ 13,408.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Mileage - Company Vehicle		Day	\$ 90.00	1	\$ 90.00
Gasoline		Lump Sum	65.00	1	65.00
Subtotal:					\$ 155.00

Total Direct Cost	13,563.00
Markup on third party services	0.00
TASK NO. 5: PRELIMINARY ENGINEERING REPORT SUBTOTAL	\$ 13,563.00
New Mexico Gross Receipts Tax @ 7.0%	949.41
TASK NO. 5: PRELIMINARY ENGINEERING REPORT TOTAL	\$ 14,512.41

Task 6: Hydrological Services and Technical Assistance for Water Supply

DBS&A will assist the Town of Taos with issues related to hydrology that may include groundwater modeling, water quality evaluations, and water supply wells. DBS&A will only use this task when services are requested by Town staff in writing. We based the cost estimate on expected water rights and hydrological services during 2013.

DBS&A has an experienced staff of who specialize in water resources and water rights. Our staff will be available to assist the Town of Taos and Public Utilities Department with any matters related to water supply wells, pipelines, storage, and infrastructure. This may include preparing request for bids for water well repair/rehabilitation, reviewing video logs of problematic wells, or providing recommendations on operation or rehabilitation. We also anticipate assisting with water rights appropriations and negotiations that have not been identified yet.

Deliverable: Letter reports/Memorandum to document activities as needed

Scope of work is more particularly described by Attachment A hereto, incorporated by reference. Said services shall be in accord with, and meet professional standards.

Task No. 6: On-Call Services

Page 7 of 182

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	32	4,480.00
Project engineer/scientist	Hour	120.00	4	480.00
Staff engineer/scientist III	Hour	115.00	46	5,290.00
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00	2	210.00
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00		
Technical editor	Hour	85.00	2	170.00
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	2	156.00
Assistant/professional	Hour	70.00		
Assistant technician	Hour	58.00		
Subtotal:			88	\$ 10,786.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Mileage - Company Vehicle		Day	\$ 90.00	1	\$ 90.00
Gasoline		Lump Sum	65.00	1	65.00
Subtotal:					\$ 155.00

Total Direct Cost					10,941.00
Markup on third party services					0.00
TASK NO. 6: ON-CALL SERVICES SUBTOTAL					\$ 10,941.00
New Mexico Gross Receipts Tax @ 7.0%					765.87
TASK NO. 6: ON-CALL SERVICES TOTAL					\$ 11,706.87

B. The parties acknowledge and agree that due to contingencies, the TOWN may require changes to the Scope of Work, including but not limited to, additional hydrology related tasks, or changes in the order of tasks. In such a case, the TOWN will provide CONTRACTOR with

sufficient advance notice of the change.

C. Services will be performed in: **Taos New Mexico and Albuquerque, New Mexico.**

2. Contact Person, Address & Phone.

A. CONTRACTOR'S contact person for this contract is: **Christopher Wolf, P.G.**

B. The address and phone numbers are:

PO Box 565

Albuquerque, NM 87103-0565

505-822-9400

3. Term. This contract shall terminate **October 31, 2013** 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 professional services contract, including any renewals or extensions, may exceed a total period of four 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 **\$56,319.45**. **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 TOWN shall pay CONTRACTOR at the following hourly rate or rates for work performed under this Contract:

Task No.	Project Description	Cost
1	Project Management	\$ 1,744.00
2	Water Rights	7,420.00
3	Water Planning	11,630.00
4	Abeyta Settlement Support	7,337.00
5	Preliminary Engineering Report	13,563.00
6	On-Call Services	10,941.00

C. Maximum Contract amount excluding GRT: **\$52,635.00**

D. Gross Receipts tax rate: **7.000%**.

Total maximum payable gross receipts tax amount: **\$3,684.45.**

The total maximum contract amount including taxes and any expenses: **\$56,319.45.** If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

D. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.

E. CONTRACTOR must submit a detailed monthly 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. CONTRACTOR will stop work once expenditures reach the final amount approved in the project budget. CONTRACTOR will not preform work out of the above Scope of Work unless authorized in writing by the TOWN.

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 and its officials, employees and agents from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONTRACTOR shall deliver, to the TOWN, any "deliverables" included within Paragraph 1.A of this contract (or Attachment A) no later than the earlier of the submission of CONTRACTOR's final bill or the termination of this Contract, except that if an earlier time is stated in Paragraph 1.A or Attachment A, then the deliverables will be submitted by that time.
8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The TOWN shall be the sole and final determiner of whether sufficient appropriations and authorization 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.

A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The TOWN's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONTRACTOR's receipt of the notice of termination or the CONTRACTOR's sending a notice of termination to the TOWN. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work completed or 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. Notwithstanding the foregoing, the TOWN may terminate this Contract immediately at any time it concludes that CONTRACTOR is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the TOWN's other rights and remedies in the event that CONTRACTOR defaults or breaches this Contract.**

B. Termination Management. Immediately upon receipt by either the TOWN or the CONTRACTOR of notice of termination of this Contract, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the TOWN; 2) comply with all directives issued by the TOWN in the notice of termination as to the performance of work under this Contract; and 3) take such action as the TOWN shall direct for the protection, preservation, retention or transfer of all property titled to the TOWN and records generated under this Contract.

C. 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, unless otherwise agreed by the parties, 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) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract 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 express authority.
15. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature 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 TOWN.
17. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the State Department of Taxation and Revenue 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 to the State. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other 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. The Contractor shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the

Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify in writing the legal counsel of the TOWN and the Self Insurers Fund of the New Mexico Municipal League.

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. 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.
22. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good standing shall immediately render this contract voidable at the sole discretion of the TOWN, and, if declared voidable, all obligations of the TOWN to perform hereunder shall be nullified.
23. Required Liability Insurance. CONTRACTOR shall maintain liability insurance 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 (as amended) naming TOWN as an additional insured.
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 terminate the contract or issued to CONTRACTOR a notice to cure as set forth in the following paragraph.
25. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure." Failure by the CONTRACTOR to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is unlawful or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Entire 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 and violate criminal laws of New Mexico.
30. Authority to Sign. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

TOWN APPROVAL

Mayor Darren M. Cordova

Date signed

ATTESTED TO BY:

Renee Lucero, Town Clerk

Date signed

ACCOUNTING APPROVAL:

Marietta S. Fambro
Marietta S. Fambro, Finance Director
Budget Line Item: **64-22-44005**

2/19/13

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

APPROVED AS TO FORM:

C. Brian James
C. Brian James, Town Attorney

2/19/13

Date signed



February 12, 2013

Ms. Abigail Adame, Assistant Town Manager
Town of Taos
400 Camino De La Placita
Taos, New Mexico 87571

Re: Scope of Work, Hydrological Services

Dear Ms. Adame:

At the request of the Town of Taos (Town), Daniel B. Stephens & Associates, Inc. (DBS&A) has prepared the following scope of work and budget for your consideration. This information is based on discussions with Town of Taos staff and results of current investigations.

The schedule for Phase III implementation will be eight (8) months from March 1 through October 31, 2013. Our proposed budget of \$52,635, excluding taxes, is calculated on a time-and-materials basis and represents our best estimate based on our understanding of the scope. We have also included our standard rate schedule within the attached budget that provides a cost estimate for each task.

Each task presented in this scope of work will be tracked and invoiced individually allowing progress to be evaluated on a monthly basis by the Town and DBS&A. DBS&A plans on regular meetings or conference calls to update Town of Taos staff them on project progress. We plan on an on-site meeting in Taos during April 2013.

This scope of work includes tasks that were proposed for completion in 2012 but the need to support the ongoing Abeyta Settlement redirected budget and resources away from these tasks in 2012 including water rights, water planning and the Preliminary Engineering Report (PER). So we are requesting that these tasks be funded for completion during 2013.

Scope of Work March through October 2013

The overall objective of this project is to ensure that the Town is capable of providing a viable water supply for current and future residents, both from a legal or water rights perspective, and from a hydrologic and infrastructure perspective. DBS&A will continue to analyze water rights transfers and offers to the Town (Task 2). We will assist with the water planning efforts including finalizing a conservation plan and the 40-year plan (Task 3). We will provide support for the Abeyta Settlement (Task 4). We will also finalize a Preliminary Engineering Report (PER) that was begun in 2012 in support of the Abeyta Settlement project (Task 5). An on-call task (Task 6) is included for the Town to assign DBS&A specific work tasks when technical assistance is needed for Hydrological Services and Water Rights. Descriptions of each of these tasks are provided below, and a detailed cost estimate is attached.

Ms. Abigail Adame
 February 19, 2013
 Page 2

Task 1: Project Management

For Task 1, project management, we will provide a monthly project update based on the overall task structure for the project. This task includes time for processing invoices and tracking task budgets.

Task 2: Water Rights

Water Rights are required for municipal water use in New Mexico, and their administration is ongoing. The Town of Taos receives offers to purchase water rights frequently and also manages a water rights trust, and the Town of Taos expects new water rights appropriations and the need to address pending transactions during 2013. All water rights transactions are administered and reviewed by the New Mexico Office of the State Engineer (OSE). The process includes hydrologic and legal analyses by the OSE that often lead to negotiations between the buyer and seller. DBS&A will continue to assist the Town of Taos with these offers and transactions at the direction of the Town Attorney of the Assistant Town Manager.

The majority of time under this task will involve the pending water rights transfers outlined in the Abeyta Settlement. The Town of Taos has over 120 acre-feet of pending water rights transactions that have been “on the books” for years or even decades due to protests by different parties including the Pueblo of Taos and acequias in Taos Valley. Now that the Abeyta Settlement has been signed, the protests are to be withdrawn, and the applications for transferring these water rights into the Town of Taos portfolio may be finalized. Task 6 includes additional time on an “on-call” basis for anticipated but unidentified water rights transactions.

Water rights tasks to be completed under Task 2 include:

- Continue working on the pending transfers issues particularly related to the Abeyta Settlement. Identifying ownership status of the water rights included in the transfer applications. Specifically, follow up with OSE Hearing Unit regarding letter sent in 2011 inquiring status of the pending applications file.
- San Juan Chama (SJC) lease tracking and documentation. Continue to address questions from the Town, coordinate with Bureau of Reclamation and Interstate Streams Commission staff. Attend SJC contractors meeting (as needed). Track requests for releases of SJC water and review OSE calculations under the contracts.
- Update permit compliance activities to identify appropriate paperwork that the Town must submit to the OSE to meet permit conditions or other requirements related to water rights files. Many files have pending requirements (e.g. submission of surveys), but the OSE is not requesting the paperwork. DBS&A will not perform the surveys under this contract. DBS&A will consult with OSE to develop a schedule for submitting outstanding paperwork.

Ms. Abigail Adame
 February 19, 2013
 Page 3

- Continue to investigate purchase offers and follow up per direction from Town of Taos. Draft offer letters, track prices in the market (as needed). Address questions regarding dissolution of Hughes water rights trust and prepare documents as needed.
- Update water rights tracking system.

Deliverable: Letter report(s)/memorandum(s) to document activities as needed and an updated version of the water rights tracking system.

Task 3: Water Planning

Water planning provides a means for water management to protect future water rights and resources, an approach to implement water conservation, and a way to identify funding for future needs. The 40-year Water Plan is a key component of municipal water planning. DBS&A will update the draft plan with recent water use data and address any additional comments to the 40-year plan submitted in August 2011. Water conservation is an important component of the 40-year water planning process. In reviewing applications for transfer of water rights, the State Engineer will also consider whether conservation measures are in place. A final water conservation plan will be developed for submittal to the New Mexico Office of the State Engineer to support current water rights applications. This plan will also be part of the final 40-year plan and will incorporate the Town's existing water use ordinance.

This task will consist of finalizing a water conservation plan that will be a stand-alone plan, but that will also be appended to the 40-year plan. The conservation plan will include:

- The discussion of existing water conservation measures that was prepared in Phase I incorporating any revisions suggested by the Town.
- An analysis of possible additional conservation measures for each category of water use. The commercial sector, which is the largest water use sector for the Town of Taos, will be given particular attention for conservation planning.
- Recommendations for conservation measures that will provide the most benefit and can be most feasibly implemented by the Town.

These draft plans will be prepared for review by the Town and comments will be addressed prior to finalizing the plans. Two meetings to discuss the plans are included in the budget. No public meetings have been budgeted, but these can be added if requested by the Town.

Deliverable: Conservation Plan: May 2013
 Final 40-year Water Plan: August 2013

Ms. Abigail Adame
 February 19, 2013
 Page 4

Task 4: Abeyta Settlement

DBS&A will provide technical assistance related to the Abeyta Settlement. Since it is not clear exactly how events will unfold this year and what services will be required, we have estimated a budget for the task. However, we will work closely with the Town of Taos and attorneys to identify tasks and work products that are required and to adjust the budget if needed.

Work products related to the Settlement include:

- Developing an Abeyta Settlement Action plan to identify all activities required of the Town to implement the Settlement.
- Participating in conference calls and providing support as needed to work with the Settlement Parties. Identifying numerous agreements that must be executed and assisting the Town in assisting in negotiations for such agreements
- Working with the Town of Taos and Bureau of Reclamation staff on implementation activities as well as technical support.

Deliverable: Settlement implementation action plan, participation in conference calls, meetings, emails, and drafting letters, reports or memoranda to document activities as needed.

Task 5: Preliminary Engineering Report

DBS&A will provide the Town of Taos a draft preliminary engineering report (PER) and related design documents for the new well field and mitigation well that are planned under the Abeyta Settlement. This task was partially completed in 2012 (62%) and the costs for completing the PER reflects the remainder of the estimated budget from 2012 (38% of the 2012 budget is the proposed budget for 2013).

The PER is based on discussions and information provided by Town of Taos staff, and well locations determined during the Abeyta Settlement process. The PER will follow USDA guidelines and will be the planning and initial design document for supply wells, pipelines, water quality treatment, and support infrastructure. The PER will have details and cost estimates for all aspects of this new water supply system. A draft report will be submitted to the Town for review and a final prepared based on comments received from the Town.

Deliverables: Draft PER June 2013
 Final PER August 2013

Ms. Abigail Adame
February 19, 2013
Page 5

Task 6: Hydrological Services and Technical Assistance for Water Supply

DBS&A will assist the Town of Taos with issues related to hydrology that may include groundwater modeling, water quality evaluations, and water supply wells. DBS&A will only use this task when services are requested by Town staff in writing. We based the cost estimate on expected water rights and hydrological services during 2013.

DBS&A has an experienced staff of who specialize in water resources and water rights. Our staff will be available to assist the Town of Taos and Public Utilities Department with any matters related to water supply wells, pipelines, storage, and infrastructure. This may include preparing request for bids for water well repair/rehabilitation, reviewing video logs of problematic wells, or providing recommendations on operation or rehabilitation. We also anticipate assisting with water rights appropriations and negotiations that have not been identified yet.

Deliverable: Letter reports/Memorandum to document activities as needed

We appreciate the opportunity to continue assisting the Town of Taos with hydrological services. Please contact us with any questions at (505) 822-9400.

Sincerely,

DANIEL B. STEPHENS & ASSOCIATES, INC.



Christopher Wolf, P.G.
Senior Geologist



Dominique Cartron, J.D.
Senior Water Resources Associate



Daniel B. Stephens & Associates, Inc.

Cost Estimate

<p align="center">Cost Summary For Town of Taos WR09.0031.13 February 19, 2013</p>		
<p align="center"><i>Cost Summary by Task</i></p>		
Task No.	Project Description	Cost
1	Project Management	\$ 1,744.00
2	Water Rights	7,420.00
3	Water Planning	11,630.00
4	Abeyta Settlement Support	7,337.00
5	Preliminary Engineering Report	13,563.00
6	On-Call Services	10,941.00
		Subtotal: \$ 52,635.00
New Mexico Gross Receipts Tax @		7.0% 3,684.45
		Total: \$ 56,319.45

DRAFT



Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name: Town of Taos
 Project Name: Hydrological Services
 Project Number: WR09.0031.13
 Terms: T&M

Date: February 11, 2013
 Estimator: C. Wolf
 Project Manager: C. Wolf
 Prepared by: C. Wolf
 Approved by: J. Burkstaller

Task 1 Project Management

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	8	1,120.00
Project engineer/scientist	Hour	120.00		
Staff engineer/scientist III	Hour	115.00		
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00		
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00		
Technical editor	Hour	85.00		
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	8	624.00
Assistant/professional	Hour	70.00		
Assistant technician	Hour	58.00		
Subtotal:			16	\$ 1,744.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			\$		\$
Subtotal:					\$ 0.00

Total Direct Cost		1,744.00
Markup on third party services		0.00
TASK 1 SUBTOTAL		\$ 1,744.00
New Mexico Gross Receipts Tax @	7.0%	122.08
TASK 1 TOTAL		\$ 1,866.08

Page 84 of 182

NOTES:

DRAFT



Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name: Town of Taos
 Project Name: WR09.0031.13
 Project Number: #REF!
 Terms: T&M

Date: February 11, 2013
 Estimator: C. Wolf
 Project Manager: C. Wolf
 Prepared by: C. Wolf
 Approved by: J. Burkstaller

Task 2 Water Rights

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	8	1,120.00
Project engineer/scientist	Hour	120.00	4	480.00
Staff engineer/scientist III	Hour	115.00	40	4,600.00
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00		
GIS/IS technician	Hour	88.00	4	352.00
Senior technical editor	Hour	95.00		
Technical editor	Hour	85.00		
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	4	312.00
Assistant/professional	Hour	70.00		
Assistant technician	Hour	58.00		
Subtotal:			60	\$ 6,864.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Mileage - Company Vehicle		Day	\$ 90.00	3	\$ 270.00
Gasoline		Lump Sum	65.00	2	130.00
Lodging		Night	90.00	1	90.00
Per Diem		Day	66.00	1	66.00
Subtotal:					\$ 556.00

Total Direct Cost	7,420.00
Markup on third party services	0.00
TASK 2 SUBTOTAL	\$ 7,420.00
New Mexico Gross Receipts Tax @ 7.0%	519.40
TASK 2 TOTAL	\$ 7,939.40

Page 85 of 182

NOTES:

DRAFT



Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name: Town of Taos
 Project Name: WR09.0031.13
 Project Number: #REF!
 Terms: T&M

Date: February 11, 2013
 Estimator: C. Wolf
 Project Manager: C. Wolf
 Prepared by: C. Wolf
 Approved by: J. Burkstaller

Task 3 Water Planning

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	8	1,120.00
Project engineer/scientist	Hour	120.00	8	960.00
Staff engineer/scientist III	Hour	115.00	33	3,795.00
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00	8	840.00
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00	12	1,140.00
Technical editor	Hour	85.00		
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	6	468.00
Assistant/professional	Hour	70.00		
Assistant technician	Hour	58.00		
Subtotal:			75	\$ 8,323.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Subcontractors (J. Hilton)	10%	Lump Sum	\$ 2500.00	1	\$ 2,500.00
Mileage - Company Vehicle		Day	90.00	2	180.00
Gasoline		Lump Sum	65.00	1	65.00
Lodging		Night	90.00	2	180.00
Per Diem		Day	66.00	2	132.00
Subtotal:					\$ 3,057.00

Total Direct Cost	11,380.00
Markup on third party services	250.00
TASK 3 SUBTOTAL	\$ 11,630.00
New Mexico Gross Receipts Tax @ 7.0%	814.10
TASK 3 TOTAL	\$ 12,444.10

Page 80 of 182

NOTES:

DRAFT



Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name: Town of Taos
 Project Name: WR09.0031.13
 Project Number: #REF!
 Terms: T&M

Date: February 11, 2013
 Estimator: C. Wolf
 Project Manager: C. Wolf
 Prepared by: C. Wolf
 Approved by: J. Burkstaller

Task 4 Abeyta Settlement Support

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	10	1,400.00
Project engineer/scientist	Hour	120.00		
Staff engineer/scientist III	Hour	115.00	40	4,600.00
Staff engineer/scientist II	Hour	105.00	4	420.00
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00		
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00	4	380.00
Technical editor	Hour	85.00		
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	4	312.00
Assistant/professional	Hour	70.00	1	70.00
Assistant technician	Hour	58.00		
Subtotal:			63	\$ 7,182.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Mileage - Company Vehicle		Day	\$ 90.00	1	\$ 90.00
Gasoline		Lump Sum	65.00	1	65.00
Subtotal:					\$ 155.00

Total Direct Cost		7,337.00
Markup on third party services		0.00
TASK 4 SUBTOTAL		\$ 7,337.00
New Mexico Gross Receipts Tax @	7.0%	513.59
TASK 4 TOTAL		\$ 7,850.59

Page 87 of 182

NOTES:

DRAFT



Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name: Town of Taos
 Project Name: WR09.0031.13
 Project Number: #REF!
 Terms: T&M

Date: February 11, 2013
 Estimator: C. Wolf
 Project Manager: C. Wolf
 Prepared by: C. Wolf
 Approved by: J. Burkstaller

Task 5 Preliminary Engineering Report

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00	2	370.00
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	40	5,600.00
Project engineer/scientist	Hour	120.00		
Staff engineer/scientist III	Hour	115.00	4	460.00
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00	40	3,800.00
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00	18	1,710.00
GIS analyst/database analyst	Hour	105.00		
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00		
Technical editor	Hour	85.00	10	850.00
Senior professional	Hour	135.00		
Project assistant	Hour	78.00		
Assistant/professional	Hour	70.00	8	560.00
Assistant technician	Hour	58.00	1	58.00
Subtotal:			123	\$ 13,408.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Mileage - Company Vehicle		Day	\$ 90.00	1	\$ 90.00
Gasoline		Lump Sum	65.00	1	65.00
Subtotal:					\$ 155.00

Total Direct Cost	13,563.00
Markup on third party services	0.00
TASK 5 SUBTOTAL	\$ 13,563.00
New Mexico Gross Receipts Tax @ 7.0%	949.41
TASK 5 TOTAL	\$ 14,512.41

Page 88 of 182

NOTES:

DRAFT



Daniel B. Stephens & Associates, Inc.

Cost Estimate

Client Name: Town of Taos
 Project Name: WR09.0031.13
 Project Number: #REF!
 Terms: T&M

Date: February 11, 2013
 Estimator: C. Wolf
 Project Manager: C. Wolf
 Prepared by: C. Wolf
 Approved by: J. Burkstaller

Task 6 On-Call Services

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Principal	Hour	\$ 200.00		\$
Senior technical specialist	Hour	185.00		
Technical specialist	Hour	170.00		
Senior engineer/scientist II	Hour	150.00		
Senior engineer/scientist I	Hour	140.00	32	4,480.00
Project engineer/scientist	Hour	120.00	4	480.00
Staff engineer/scientist III	Hour	115.00	46	5,290.00
Staff engineer/scientist II	Hour	105.00		
Staff engineer/scientist I / Sr. lab technician	Hour	95.00		
Biologist III	Hour	100.00		
Biologist II	Hour	88.00		
Biologist I	Hour	85.00		
Field/laboratory technician	Hour	80.00		
Senior graphics designer	Hour	105.00		
Senior CAD technician	Hour	95.00		
GIS analyst/database analyst	Hour	105.00	2	210.00
GIS/IS technician	Hour	88.00		
Senior technical editor	Hour	95.00		
Technical editor	Hour	85.00	2	170.00
Senior professional	Hour	135.00		
Project assistant	Hour	78.00	2	156.00
Assistant/professional	Hour	70.00		
Assistant technician	Hour	58.00		
Subtotal:			88	\$ 10,786.00

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
Mileage - Company Vehicle		Day	\$ 90.00	1	\$ 90.00
Gasoline		Lump Sum	65.00	1	65.00
Subtotal:					\$ 155.00

Total Direct Cost	10,941.00
Markup on third party services	0.00
TASK 6 SUBTOTAL	\$ 10,941.00
New Mexico Gross Receipts Tax @ 7.0%	765.87
TASK 6 TOTAL	\$ 11,706.87

Page 89 of 182

NOTES:

DRAFT

ITEM	UNIT	UNIT COST	DESCRIPTION	COUNT	MARKUP
Airfare	Trip		Airfare		
Equipment Rental (Internal)	Lump Sum		Equipment Rental (Internal)	1	10%
Equipment Rental (External)	Lump Sum		Equipment Rental (External)	1	10%
Field Equipment and Supplies	Lump Sum		Field Equipment and Supplies	1	10%
Laboratory Analysis	Lump Sum		Laboratory Analysis	1	10%
Lodging	Night		Lodging		
Mileage - Personal Vehicle	Mile	0.565	Mileage - Personal Vehicle		
Mileage - Company Vehicle	Mile	0.565	Mileage - Company Vehicle		
Mileage - Company Vehicle	Day	90.00	Mileage - Company Vehicle (Day)		
Mileage - Company Vehicle	1/2 Day	45.00	Mileage - Company Vehicle (1/2 Day)		
Per Diem	Day		Per Diem (Day)		
Per Diem	1/2 Day		Per Diem (1/2 Day)		
Parking	Day		Parking		
Subcontractors	Lump Sum		Subcontractors	1	10%
Vehicle Rental	Day		Vehicle Rental		
Field Equipment	Lump Sum		*** FIELD EQUIPMENT BELOW ***	1	
0.45u Disp In-Line Filter	Each	14.25	0.45u Disp In-Line Filter (Each)		
1 gal Cubitainers	Each	4.77	1 gal Cubitainers (Each)		
1 lt Amber	Each	3.31	1 lt Amber (Each)		
1 lt Clear	Each	3.08	1 lt Clear (Each)		
1 lt Cubitainer	Each	4.35	1 lt Cubitainer (Each)		
1 lt Tedlar Bags	Each	23.10	1 lt Tedlar Bags (Each)		
125 ml Soil Jar	Each	2.71	125 ml Soil Jar (Each)		
250 ml Soil Jar	Each	3.28	250 ml Soil Jar (Each)		
40 ml Amber VOA	Each	2.06	40 ml Amber VOA (Each)		
40 ml Clear VOA	Each	1.72	40 ml Clear VOA (Each)		
500 ml Soil Jar	Each	3.44	500 ml Soil Jar (Each)		
Air Entry Perm. (automated)	Day	100.00	Air Entry Perm. (automated) (Day)		
Air Entry Perm. (automated)	Week	300.00	Air Entry Perm. (automated) (Week)		
Air Entry Perm. (automated)	Month	900.00	Air Entry Perm. (automated) (Month)		
Air Entry Perm. (manual)	Day	30.00	Air Entry Perm. (manual) (Day)		
Air Entry Perm. (manual)	Week	90.00	Air Entry Perm. (manual) (Week)		
Air Entry Perm. (manual)	Month	270.00	Air Entry Perm. (manual) (Month)		
AMS Hand Auger Sys	Day	50.00	AMS Hand Auger Sys (Day)		
AMS Hand Auger Sys	Week	150.00	AMS Hand Auger Sys (Week)		
AMS Hand Auger Sys	Month	450.00	AMS Hand Auger Sys (Month)		
AMS S/G Vapor Probe	Day	75.00	AMS S/G Vapor Probe (Day)		
AMS S/G Vapor Probe	Week	225.00	AMS S/G Vapor Probe (Week)		
AMS S/G Vapor Probe	Month	675.00	AMS S/G Vapor Probe (Month)		
Bailer Twine	Each	5.00	Bailer Twine (Each)		
Bennett Pump & Trailer	Day	400.00	Bennett Pump & Trailer (Day)		
Brass Rings 2" X 3"	Each	2.70	Brass Rings 2" X 3" (Each)		
Brass Rings 2" X 6"	Each	4.20	Brass Rings 2" X 6" (Each)		
Brass Rings 2.5" X 3"	Each	4.55	Brass Rings 2.5" X 3" (Each)		
Brass Rings 2.5" X 6"	Each	5.45	Brass Rings 2.5" X 6" (Each)		
Bubble Wrap	Each	28.00	Bubble Wrap (Each)		
Comb. Gas Ind.	Day	40.00	Comb. Gas Ind. (Day)		
Comb. Gas Ind.	Week	120.00	Comb. Gas Ind. (Week)		
Comb. Gas Ind.	Month	360.00	Comb. Gas Ind. (Month)		
Controller	Day	50.00	Controller (Day)		
Controller	Week	150.00	Controller (Week)		
Controller	Month	450.00	Controller (Month)		
CPN Neutron Probe	Day	60.00	CPN Neutron Probe (Day)		
CPN Neutron Probe	Week	180.00	CPN Neutron Probe (Week)		
CPN Neutron Probe	Month	540.00	CPN Neutron Probe (Month)		
Datalogger & 1 Transducer	Day	80.00	Datalogger & 1 Transducer (Day)		
Datalogger & 1 Transducer	Week	240.00	Datalogger & 1 Transducer (Week)		
Datalogger & 1 Transducer	Month	720.00	Datalogger & 1 Transducer (Month)		
DI Water (5 gal)	Each	5.00	DI Water (5 gal) (Each)		
Disposable Gloves	Each	15.00	Disposable Gloves (Each)		
Disposable Poly Bailers	Each	5.50	Disposable Poly Bailers (Each)		
Disposable Teflon Bailers	Each	17.35	Disposable Teflon Bailers (Each)		
DO Meter	Day	35.00	DO Meter (Day)		
DO Meter	Week	105.00	DO Meter (Week)		
DO Meter	Month	315.00	DO Meter (Month)		

Draegger Pump	Day	5.00 Draegger Pump (Day)
Draegger Pump	Week	15.00 Draegger Pump (Week)
Draegger Pump	Month	45.00 Draegger Pump (Month)
Duct Tape	Each	6.89 Duct Tape (Each)
Electric Tape	Each	3.22 Electric Tape (Each)
End Caps 2"	Each	0.22 End Caps 2" (Each)
End Caps 2.5"	Each	0.35 End Caps 2.5" (Each)
Flow Meter	Day	35.00 Flow Meter (Day)
Flow Meter	Week	105.00 Flow Meter (Week)
Flow Meter	Month	315.00 Flow Meter (Month)
FP-101 Global Flow Probe	Day	35.00 FP-101 Global Flow Probe (Day)
FP-101 Global Flow Probe	Week	105.00 FP-101 Global Flow Probe (Week)
FP-101 Global Flow Probe	Month	315.00 FP-101 Global Flow Probe (Month)
GA90 Methane Monitor	Day	100.00 GA90 Methane Monitor (Day)
GA90 Methane Monitor	Week	300.00 GA90 Methane Monitor (Week)
GA90 Methane Monitor	Month	900.00 GA90 Methane Monitor (Month)
Gas Powered Compressor	Day	60.00 Gas Powered Compressor (Day)
Gas Powered Compressor	Week	180.00 Gas Powered Compressor (Week)
Gas Powered Compressor	Month	540.00 Gas Powered Compressor (Month)
Generator	Day	60.00 Generator (Day)
Generator	Week	180.00 Generator (Week)
Generator	Month	540.00 Generator (Month)
Geophysical Device	Day	10.00 Geophysical Device (Day)
Geophysical Device	Week	30.00 Geophysical Device (Week)
Geophysical Device	Month	90.00 Geophysical Device (Month)
GMC-H Respirator Cartridges	Each	7.32 GMC-H Respirator Cartridges (Each)
Grundfos Redi-Flo	Day	100.00 Grundfos Redi-Flo (Day)
Grundfos Redi-Flo	Week	300.00 Grundfos Redi-Flo (Week)
Grundfos Redi-Flo	Month	900.00 Grundfos Redi-Flo (Month)
Hach Analysis Kit	Day	5.00 Hach Analysis Kit (Day)
Hach Analysis Kit	Week	15.00 Hach Analysis Kit (Week)
Hach Analysis Kit	Month	45.00 Hach Analysis Kit (Month)
Hach Meters	Day	25.00 Hach Meters (Day)
Hach Meters	Week	75.00 Hach Meters (Week)
Hach Meters	Month	225.00 Hach Meters (Month)
Hilti Drill/Sawzall	Day	25.00 Hilti Drill/Sawzall (Day)
Hilti Drill/Sawzall	Week	75.00 Hilti Drill/Sawzall (Week)
Hilti Drill/Sawzall	Month	225.00 Hilti Drill/Sawzall (Month)
Hydrolab Probe	Day	125.00 Hydrolab Probe (Day)
Hydrolab Probe	Week	375.00 Hydrolab Probe (Week)
Hydrolab Probe	Month	1125.00 Hydrolab Probe (Month)
Ion Spec Elec	Week	45.00 Ion Spec Elec (Week)
Ion Spec Elec	Day	15.00 Ion Spec Elec (Day)
Ion Spec Elec	Month	135.00 Ion Spec Elec (Month)
Keyed Alike Locks Large	Each	12.77 Keyed Alike Locks Large (Each)
Keyed Alike Locks Medium	Each	8.90 Keyed Alike Locks Medium (Each)
Keyed Alike Locks Small	Each	6.29 Keyed Alike Locks Small (Each)
LEL/02 Monitor-MX251	Day	40.00 LEL/02 Monitor-MX251 (Day)
LEL/02 Monitor-MX251	Week	120.00 LEL/02 Monitor-MX251 (Week)
LEL/02 Monitor-MX251	Month	360.00 LEL/02 Monitor-MX251 (Month)
Locking Well Caps 2"	Each	10.00 Locking Well Caps 2" (Each)
Locking Well Caps 4"	Each	13.00 Locking Well Caps 4" (Each)
Medical Grade Hose	Ft.	3.00 Medical Grade Hose (Ft.)
Neutron Probe	Day	60.00 Neutron Probe (Day)
Neutron Probe	Week	180.00 Neutron Probe (Week)
Neutron Probe	Month	540.00 Neutron Probe (Month)
O/W Interface Indi.	Day	65.00 O/W Interface Indi. (Day)
O/W Interface Indi.	Week	195.00 O/W Interface Indi. (Week)
O/W Interface Indi.	Month	585.00 O/W Interface Indi. (Month)
Packing Tape	Each	5.05 Packing Tape (Each)
Paper Towels	Roll	1.00 Paper Towels (Roll)
Peristaltic Pump	Day	10.00 Peristaltic Pump (Day)
Peristaltic Pump	Week	30.00 Peristaltic Pump (Week)
Peristaltic Pump	Month	90.00 Peristaltic Pump (Month)
pH Meter	Day	25.00 pH Meter (Day)
pH Meter	Week	75.00 pH Meter (Week)

pH Meter	Month	225.00 pH Meter (Month)
Photoionization	Day	75.00 Photoionization (Day)
Photoionization	Week	225.00 Photoionization (Week)
Photoionization	Month	675.00 Photoionization (Month)
Plastic Sheeting (Lg)	Each	27.50 Plastic Sheeting (Lg) (Each)
Poly Bottom Empty Device	Each	0.85 Poly Bottom Empty Device (Each)
Poly Rope	Ft.	0.07 Poly Rope (Ft.)
Ponded Infiltrometer	Day	30.00 Ponded Infiltrometer (Day)
Ponded Infiltrometer	Week	90.00 Ponded Infiltrometer (Week)
Ponded Infiltrometer	Month	270.00 Ponded Infiltrometer (Month)
Power Inv 12v-115v	Day	10.00 Power Inv 12v-115v (Day)
Power Inv 12v-115v	Week	30.00 Power Inv 12v-115v (Week)
Power Inv 12v-115v	Month	90.00 Power Inv 12v-115v (Month)
PVC Gloves	Each	3.50 PVC Gloves (Each)
PVC/SS Bailers	Day	5.00 PVC/SS Bailers (Day)
PVC/SS Bailers	Week	15.00 PVC/SS Bailers (Week)
PVC/SS Bailers	Month	45.00 PVC/SS Bailers (Month)
QED Development Pump	Day	25.00 QED Development Pump (Day)
QED Development Pump	Week	75.00 QED Development Pump (Week)
QED Development Pump	Month	225.00 QED Development Pump (Month)
Saranax w/Hood & Boots	Each	10.10 Saranax w/Hood & Boots (Each)
SCT Meter	Day	25.00 SCT Meter (Day)
SCT Meter	Week	75.00 SCT Meter (Week)
SCT Meter	Month	225.00 SCT Meter (Month)
Solvent - Free Tape	Each	21.45 Solvent - Free Tape (Each)
SS Rings 2" X 3"	Each	6.50 SS Rings 2" X 3" (Each)
SS Rings 2" X 6"	Each	10.50 SS Rings 2" X 6" (Each)
SS Rings 2.5" X 3"	Each	7.90 SS Rings 2.5" X 3" (Each)
SS Rings 2.5" X 6"	Each	12.50 SS Rings 2.5" X 6" (Each)
Strapping Tape	Each	4.93 Strapping Tape (Each)
Survey Equipment	Day	25.00 Survey Equipment (Day)
Survey Equipment	Week	75.00 Survey Equipment (Week)
Survey Equipment	Month	225.00 Survey Equipment (Month)
Teflon Bottom Empty Device	Each	1.49 Teflon Bottom Empty Device (Each)
Tension Infiltrometer	Day	30.00 Tension Infiltrometer (Day)
Tension Infiltrometer	Week	90.00 Tension Infiltrometer (Week)
Tension Infiltrometer	Month	270.00 Tension Infiltrometer (Month)
Tranducer/Other Instrument	Day	35.00 Tranducer/Other Instrument (Day)
Tranducer/Other Instrument	Week	105.00 Tranducer/Other Instrument (Week)
Tranducer/Other Instrument	Month	315.00 Tranducer/Other Instrument (Month)
Transducer & Logger	Day	80.00 Transducer & Logger (Day)
Transducer & Logger	Week	240.00 Transducer & Logger (Week)
Transducer & Logger	Month	720.00 Transducer & Logger (Month)
2nd Transducer & Logger	Day	35.00 2nd Transducer & Logger (Day)
2nd Transducer & Logger	Week	105.00 2nd Transducer & Logger (Week)
2nd Transducer & Logger	Month	315.00 2nd Transducer & Logger (Month)
Troxler Density Gauge	Day	60.00 Troxler Density Gauge (Day)
Troxler Density Gauge	Week	180.00 Troxler Density Gauge (Week)
Troxler Density Gauge	Month	540.00 Troxler Density Gauge (Month)
Tyvek Coveralls	Each	3.14 Tyvek Coveralls (Each)
Tyvek w/Hood & Boots	Each	3.90 Tyvek w/Hood & Boots (Each)
Water Level Mtr	Day	25.00 Water Level Mtr (Day)
Water Level Mtr	Week	75.00 Water Level Mtr (Week)
Water Level Mtr	Month	225.00 Water Level Mtr (Month)
Ziploc (Gal)	Each	2.82 Ziploc (Gal) (Each)
Ziploc (Qt.)	Each	2.55 Ziploc (Qt.) (Each)



February 26, 2013

Title:

Presentation by Donald Gallegos, District Attorney

Summary:

Mr. Gallegos, along with Lawrence A. Medina, Executive Director of Rio Grande ATP Inc., and Kim Hamstra, CEO Tri-County Community Services, will present the report on the 1st Annual Taos County Substance Abuse Summit that took place on October 24, 2012.

Background:

Attachments:

Click to download

📎 [Report](#)

Imagining



How a Community Came Together to Confront the Problem of Substance Abuse

A Report on the Taos County Substance Abuse Summit

October 24th, 2012

Contents

Executive Summary	1	Solutions: 25 Good Ideas (Among Many)	8
Introduction	3	Where to Go From Here	15
How the Summit Came About	4	Summary	15
Planning and Promotion	5	Appendix A: Summit Program and Exhibitor List	A-1
Summit Goals	5	Appendix B: Small Group Breakout Session Notes	B-1
The Day of the Summit	6	Appendix C: Community Open Mic Session Transcript	C-1
Keynote	6	Appendix D: Evaluation Summary	D-1
The Panel	6		
Afternoon: Breakout Sessions	8		
Afternoon: Community Open Microphone	8		

For more information, contact:
Lawrence A. Medina
1350 Paseo Del Pueblo Sur, Suite 7
Taos, New Mexico 87571
505-470-2887
lawrence@riograndeatp.org

Executive Summary

Introduction

Taos ranks high among New Mexico counties in mortality related to alcohol and drugs, through overdose, suicide, alcohol-related fatalities. On October 24, 2012 something remarkable happened in Taos. More than 300 people came together to begin a community-wide dialogue on solutions to the problem of drug and alcohol abuse.

Background

Recovery researcher William White described the many challenges faced by individuals and families who struggled to recover from substance abuse problems in communities that seemed unsupportive and even indifferent to their needs. In New Mexico, the Behavioral Health Services Division promotes what White called ‘Recovery Oriented Systems of Care (ROSC),’ part of a larger initiative sponsored by the US Substance Abuse and Mental Health Services Administration (SAMHSA).

Lawrence Medina of Rio Grande Alcoholism Treatment Program was introduced to ROSC through the BHSD committee, and took the idea to fellow service providers and community activists in Taos. Together they decided on a Summit as an organizing tool.

Community response was positive, and sponsors provided support. Promotion, via traditional and social media ignited a strong response. The Committee was surprised to find itself preparing to welcome and feed more than 300 participants, and house more than 30 informational booths from area agencies and providers-double the anticipated number.

Summit Goals

The organizing committee articulated two goals for the event:

- 1 Involve significant representation from community leadership, including a range of service providers as well as churches, schools, nonprofits, cultural institutions, government, business, and law enforcement.

- 2 Elicit ideas and commitments from key attendees with the aim of establishing an ongoing process and effort to make Taos County more ‘recovery-friendly’.

The Summit

Participants arrived to find thirty-five “resource tables” showcasing services and programs available in Taos County- everything from prevention to family support. There was time for coffee and conversation and exploration of the resource tables during registration.

A keynote session featuring popular local teacher and trainer Ed Cardenas set the tone for the day. He quoted the Mayan elders, who said: “To treat the people is to treat the land, the animals. We are all connected,” and reminded the assembly that “we cannot express love to our clients, if we are not expressing it to ourselves.”

The short keynote was followed by a panel exploring community substance abuse issues from viewpoints representing the legal and medical establishments, state/county Families & Children agencies, treatment providers, Taos Pueblo, Prevention agencies, community youth, and the local faith communities. Each panelist discussed community needs, resource gaps, and potential solutions.

After the panel, the Summit reconvened into small-group sessions, each facilitated by one of the panelists. Participants were tasked with discussing the needs, resource gaps, and possible solutions in more detail, and reporting back to the whole group. While some observations recurred from group to group, the differing viewpoints also elicited a wide variety of analysis and suggestions, reported after lunch at the afternoon session.

The Summit closed with a Community Open Microphone, encouraging community members to speak directly to the whole group and present concerns and solutions. Many participants chose to speak, expressing wide-ranging views, offers of help, and suggestions for continuing the work of the Summit.

“25 Ideas”

Based on the notes from the keynote and panel, the reports from the small-group sessions, and the notes from the Community Open Mic session, a selection of “Solutions: 25 Good Ideas (Among Many)” were chosen to represent the work of the Summit and provide inspiration. They range from broad, policy-focused initiatives to specific local actions (*see list.*)

Next Steps

After the Summit, organizing committee members met to discuss how to move the work forward. Suggestions included:

- » Host an Annual Community Summit
- » Build an ongoing “Recovery Friendly Taos County” identity and presence in the community
- » Promote awareness of Recovery Friendly Taos County with social media and other community organizing tools.
- » Involve community members and key stakeholders in building and promoting the “Recovery Friendly Taos County” agenda.

The public release of the Summit Report in January, 2013 will provide an opportunity to involve interested community members in beginning this process. Attendees will be invited to participate in the ongoing effort, and begin organizing to articulate the vision, identify objectives, develop resources, and stay accountable to the community.

Solutions: 25 Good Ideas (Among Many)

1. Produce a comprehensive resource guide to Taos services, for consumers and families
2. Provide in-home services for substance abuse-including detoxification
3. Extend transport assistance for those most in need
4. Remember the communities outside Taos city limits
5. Recovery is Fun! activities
6. Substance abuse training for medical personnel
7. Find ways to involve the community’s Elders
8. Consider a ‘Warm line’ for support
9. Build bridges to the 12 Step community
10. Develop innovative programs for offenders
11. Citizen alerts about drug dealing in neighborhoods
12. After-school programming for youth
13. A drop-in center that’s truly ‘drug-free’
14. The need for recovery residences
15. Versatile continuing care programs that address job, housing, social service needs
16. Better access to the existing system
17. Broad attention paid to health promotion
18. Trauma-informed treatment
19. Jail based services including counseling and case management
20. Education about the medical cannabis program
21. Stigma reduction-at all levels
22. A review of suspension policies in schools
23. Youth participation in developing media-based prevention programs
24. Involve churches in a systematic way
25. Beautify the school environment

Introduction

Taos County is a beautiful place with an unbeautiful problem: substance abuse. Taos ranks high among New Mexico counties in mortality related to alcohol and drugs, through overdose, suicide, alcohol-related fatalities. Like many rural areas, Taos County has experienced high percentages of youth (sometimes shockingly young) who use opioids, alcohol, and marijuana. And like most of rural New Mexico, infrastructure and resources are stretched thin.

On October 24, 2012 something remarkable happened in Taos. More than 300 people came together to begin a community-wide dialogue on solutions to the problem of drug and alcohol abuse. The assembly heard presentations from community leaders; was stirred by dramatic readings and a video made by local students; broke into a variety of vigorous topic discussions; and finished with an active ‘open mike’ session for more community input.

Three themes recurred throughout the day:

- » The need for solutions: Everyone acknowledged the seriousness of the problem, but the Summit organizers encouraged participants to focus on solutions. A number of current efforts were recognized as both valuable and effective. Still, there was clear, continuing emphasis on the need for new ideas, innovative programs, greater participation from the community, and significant improvement in implementation.
- » The need for cooperation: There were numerous calls for better communication and coordination among service providers, local government, and agencies, but also between the legal, education, medical, Pueblo, family services, and faith communities -- who come into direct contact with the substance abuse problem in Taos County on a near-daily basis.
- » The need for greater community awareness: There was a sense that existing programs and services could be of considerable value to consumers yet often went underutilized, simply because the target populations weren't aware of them, or faced barriers to easy access. A consensus arose around the importance of efforts to improve awareness and to reduce the stigma attached to substance problems, as a way of encouraging people to seek guidance and help.



*“Taos is just ready.
That’s not true of every
community.”*

The Summit itself conveyed an atmosphere of good will, enthusiasm, open discussion, and commitment to change. One attendee summed it up best: “Taos is just ready. That’s not true of every community.”

How the Summit Came About

The notion of a ‘recovery-friendly community’ stems from the writings of noted researcher William White. He described the many challenges faced by individuals and families who struggled to recover from substance abuse problems in communities that seemed unsupportive and even indifferent to their needs. The insights of White and others helped trigger a national advocacy movement known as “Faces and Voices In Recovery”, based on the premise that rather than being left to providers and law enforcement, the task of addressing substance-related problems ought to involve a much wider spectrum of the community. The movement sought complex transformation in the culture of communities around the nation -- from indifference into real, proactive support for people and families in recovery.

In New Mexico, the Behavioral Health Services Division formed a committee to promote what White had called ‘Recovery Oriented Systems of Care (ROSC),’ part of a larger initiative sponsored by the US Substance Abuse and Mental Health Services Administration (SAMHSA). Lawrence Medina of Rio Grande Treatment Program was introduced to ROSC through the BHSD committee. He took the idea to Kim Hamstra of Tri-County Community Services, the Taos County Core Services Agency, and they began discussing the idea of a community summit.

As any community organizer will attest, a Summit is an effective way for a community to bring together a broad range of stakeholders and begin the process of sharing their experiences, exchanging ideas, gathering information, and (hopefully) generating support for further community action. It’s an ideal first step in a sustained advocacy effort, and at its heart, that’s what Taos needed most.

From the beginning, the Taos Summit seemed like an idea whose time had come. Response was positive, from consumers and citizens, from government, the legal system, public and private educators, churches and faith-based programs, local business, civic organizations, and naturally from the providers of prevention and treatment. Medina applied for and was awarded funding from the Con Alma Health Foundation in Santa Fe for planning and development of an initial Summit. OptumHealth New Mexico graciously supplemented this with a grant of its own. With funds secured, an organizing committee was formed, to prepare a Summit that had three main objectives:

- 1 Promote open exchange of information about the impact of substance abuse in Taos; existing efforts towards prevention and treatment; the nature of the recovery process itself; and various ways in which the community could have a positive impact on outcomes.
- 2 Encourage sharing of ideas for making the communities of Taos County, and the systems that served them, truly ‘recovery-friendly’.
- 3 Seek real commitments from leaders and key stakeholders to a process of future change, and to identify action steps in the process of community transformation.

The organizers reached out to the community for active participation in planning and decision-making. The response was remarkable. The organizing committee involved consumers and private citizens as well as therapists and independent practitioners from the Taos area.

Key agencies included, among others:

- Rio Grande ATP, a principal provider of outpatient services for substance abuse;
- Tri-County Community Services, the core services agency for the Taos area;
- Taos County District Attorney’s office, under the direction of District Attorney Donald Gallegos
- The Taos Alive Coalition, whose mission is to ‘unite and create community efforts to reduce substance abuse in Taos County.’
- The Taos County DWI Center, the principal monitor and management agency for drunk driving offenders;
- Taos Pueblo Behavioral Health, the main provider of substance abuse treatment and mental health services to Pueblo residents;
- The Department of Children, Youth and Families, which has responsibility for family support and child protection in Taos County;
- The Taos Public Defender’s Office, which of course represents many substance offenders in Court;
- Vista Grande High School, a public charter institution;
- Holy Cross Hospital, operator of the community’s main emergency facility
- Taos Valley Baptist Church, represented by Pastor Nick Shields

This represents unusually strong representation for an initial effort in a smaller community -- a good sign for the ultimate success of the project.

Planning and Promotion

The organizing committee held an initial meeting on July 13 and additional meetings later that month and in August. Plans were laid for the Summit and a location was selected—the Kachina Lodge in Taos, who agreed to donate space and to provide lunch service for the meeting. Additional donations were raised from supportive community members (see appendix- Donor List.)

By mid-September, an agenda had been set and a Keynote Speaker chosen—Ed Cardenas LISW, of UNM Taos, a native of the community, a gifted presenter, and teacher and trainer to many of the area's clinical professionals. The Committee decided on a panel presentation format for the morning, to quickly represent many different perspectives on substance abuse in the community, and introduce leaders of the breakout sessions.

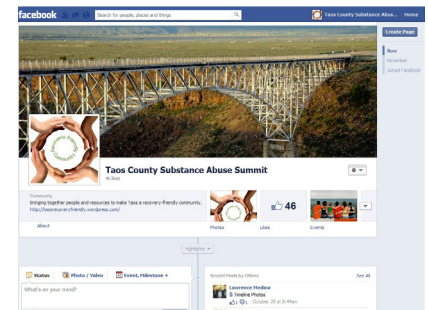
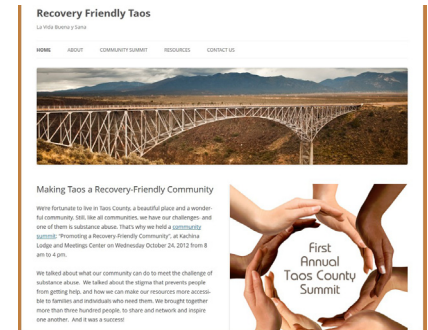
Summit Goals

1. Involve significant representation from community leadership, including a range of service providers as well as churches, schools, nonprofits, cultural institutions, government, business, and law enforcement.
2. Elicit ideas and commitments from key attendees with the aim of establishing an ongoing process and effort to make Taos County more 'recovery-friendly'.

Invitations went out *en masse* by September 21st, and an informational website, a Twitter profile, and a dedicated Facebook page were created to promote the event on social media. The Committee sent out press releases, and placed a full-page advertisement in the Taos News. The press releases generated an article in the Taos News, and an Op-Ed piece by a local judge, urging community members to attend. Local radio stations, KTAOS 101.9 FM/Luna 103.7 FM and DMC Broadcasting provided airtime and radio announcements to increase community awareness, sponsored by Tri-County Community Services and Taos Alive. Committee members and volunteers posted flyers on bulletin boards and in windows. Promotion continued throughout October until the day of the Summit itself.

The Committee was surprised to find itself preparing to welcome and feed more than 300 participants, and house more than 30 informational booths from area agencies and providers—double the anticipated number. This is a tribute to the hard work and commitment of Committee and volunteers. The success of the Summit is all theirs.

Committee participants are listed in Appendix A.



The Day of the Summit

Participants arrived to find thirty-four “resource tables” showcasing services and programs available in Taos County- everything from prevention to family support. (*A list of resource provider exhibitors is included in Appendix A.*)

Even providers were saying “I had no idea the interest was so great...” It was a real opportunity for creative networking.

Lawrence Medina welcomed the assembly and introduced the day’s moderator, Darien Fernandez of Taos Alive Coalition. A moving invocation from Patrick Romero of Taos Pueblo, in Tiwa and English, asked participants to join in prayer, each to the God of our understanding, for strength in participation to protect our young people, families, and elders, living healthy lives.

Keynote

Keynote Speaker Ed Cardenas requested that we honor all who have chosen to devote their energy, lives and passion to the task of helping others recover. He portrayed recovery as going well beyond sobriety, towards a new horizon of spiritual and emotional growth that links us to family and community. He quoted the Mayan elders, who said: “To treat the people is to treat the land, the animals. We are all connected,” and reminded the assembly that “we cannot express love to our clients, if we are not expressing it to ourselves.”

Citing Navajo tradition, Cardenas said that to be alcoholic is to be out of harmony with nature and the universe. To be truly in recovery is to have that harmony restored. The substance abuser may secretly have lost all hope in the possibility of recovery. It’s our job to reach out and say: “I believe in you.”

He finished with a song urging the group towards ‘clamor’—to become a loud public voice for positive change.

The Panel

The morning panel gave equal weight to a variety of viewpoints, some quite different, and encouraged participants to look at substance abuse from multiple angles.

Legal

DA Gallegos emphasized that his office “never saw it as a victory” when someone had to be sent to jail for a substance-related offense. Still, the mission of the Courts is to enforce the law, and sometimes incarceration is the result. Nonetheless, the criminal justice sector was the largest source of referrals to many treatment providers.

There was general agreement on the need for more residential resources beyond detox, and for additional halfway house capacity, peer support, and programs to reduce recidivism at the Jail. Drug Courts received positive mention. Community-based approaches singled out for recognition included programs for runaways, Community Policing, officer training, and more direct community dialogue with law enforcement.

Medical

Dr. Swoboda described his work with veterans at the local clinic. He shared his experience hearing about the approval of more powerful opioids for general use. Taos has one of the highest rates of unintended overdose from prescription drugs. One achievement: doctors who pre-



Lawrence Medina welcomed the assembly and introduced the day’s moderator.

scribe these painkillers now must complete five hours of required training.

The conversation naturally touched on the complex relationship between chronic pain and opioid dependence, and the implications for addiction treatment. There was discussion of drug-free vs. 'harm reduction' approaches. There was general agreement on the need for additional training in evidence-based practices, motivation enhancement, and brief interventions in healthcare settings.

Families and Children

Melissa Quintana of CYFD presented in the morning. As expected, discussion centered on parenting.

Quintana talked of the trend towards fathers as primary parent because of the mother's substance abuse. She reminded us of the prevalence of intergenerational substance problems, often in the same household. Parental substance abuse meant a lack of adequate guidance and supervision for minors. In some cases, older peers or gangs provided a sense of belonging and support, but in a way that encouraged the problem. Families may protect a substance abuser out of loyalty or fear of reprisal. Often parental abuse or neglect goes unreported for fear that parents will go to jail.

Treatment

Panelist Kim Hamstra's inspirational message centered on the need for sustained advocacy to promote lasting systems change. Healthcare in a rural setting such as Taos is expensive, difficult to access, and sometime missing needed services. The discussion identified the need for recovery housing, more options for adolescents, peer support, home-based services, better continuity of care, and transport assistance. As in other groups, there was

acknowledgment of the need to reduce stigma in order to encourage participation and improve outcomes.

Taos Pueblo

Eileen Lujan presented, and focused on concerns expressed by Pueblo residents. She emphasized the need for broad-based programs that addressed multiple needs as a way of improving outcomes. Later, during the open mike period, Pueblo Lt. Governor Gilbert Suazo addressed some of the concerns mentioned by Ms. Lujan and then described gains made to this point as well as current efforts of Pueblo government to improve services. The breakout session had been active and several participants (Pueblo residents as well as others) praised his willingness to stay for the entire Summit and to engage actively in discussion.

Prevention

Julie Martinez of the Taos Alive Coalition took the lead. She noted that three-quarters of youth described drugs as easy to get, and that one-third reported marijuana use -- in the past month. Many students had their first drink before age 13. Children from backgrounds of lower income and education were particularly at risk, but the problem extended to all levels. Discussion emphasized the need to instill hope in the possibility of progress in addressing such a pervasive problem.

Youth

Vista Grande students participated in a moving presentation about substance abuse and recovery from the viewpoint of those actually involved—featuring personal stories and a brief video on the experience of young people struggling to recover. They expressed gratitude for the help they received yet saw the 'criminalization' of substance use as a barrier to openness and ultimately to

Families may protect a substance abuser out of loyalty or fear of reprisal. Often parental abuse or neglect goes unreported for fear that parents will go to jail.

recovery itself. The kids had a very clear agenda for what they believed to be positive change—described in the session notes appended to this report.

Faith

Pastor Shields described a major shift by mainstream churches towards support for recovery and a desire to help in whatever way they could. Clergy are often witnesses to the consequences of addiction within families, and unfortunately, it was usually too late. Faith organizations sought to become active participants in community recovery efforts, but needed guidance as to the best ways to involve themselves. He assured the assembly that far from condemning those who used substances, most churches now offered support. “We want to know how we can help make things better,” he told the group.

Morning & Afternoon: Breakout Sessions

After the panel, participants gathered in small-group sessions to discuss their particular interests in more detail. Each session was facilitated by one of the panelists, and each session had a note taker. The small groups’ “task” was to analyze the needs, gaps in services, and possible solutions that relate to their topic area, and prepare a report back to the larger group after lunch.

Reports from the breakout sessions showed that the facilitators kept the sessions focused, and the discussion was lively, with observations and ideas flowing freely. Some reports were given by the session facilitators, and some by note-takers or participants, in short, focused segments that were only the “tip of the iceberg” according to one reporter. Complete notes from each session are included as Appendix B.

Afternoon: Community Open Microphone

The Committee provided refreshments during a short break, and the Summit reconvened for an “Open Mic” session—an opportunity for community members to bring observations, experiences, and questions.

For the next hour, the community heard from a wide variety of contributors, from the gallery owner who offered a venue for the creative young people to bring their message to an annual performance event, to community members in recovery, who spoke of the importance of overcoming shame and stigma to help others recover. Again, complete notes were taken, and are included as Appendix C.

“Conference shrink” happens at almost any all-day event. But the attrition at the Summit was impressively small—at the end of the final session more than half of the attendees remained. Even after the Summit was over, and resource tables were packing up, many small groups of attendees clustered in hallways and on the steps, talking and networking.



The community heard from a wide variety of contributors.

Solutions: 25 Good Ideas (Among Many)

The Summit was focused on solutions, and solutions emerged in every discussion and presentation throughout the day. The intent in selecting and describing just twenty-five isn’t to suggest they represent the best ideas of Summit participants. It is only to illustrate the tenor of discussion, the range of subjects covered, and most importantly, the spirit of problem-solving that characterized the entire day.

- 1 Produce a comprehensive resource guide to Taos services, for consumers and families.

“What, we don’t already have one?” muttered one audience member when this subject came up in morning panel presentations. Apparently Taos does not. It was cited as one reason why programs and services were sometimes under-utilized by those who needed them most. Many forms of help are available, participants agreed, but often operating independently of one another, in ‘silos.’ “People are looking for help that’s already out there,” someone said in a breakout discussion, “but they have no idea how to find it, or how to figure out which program is the one for them.”

A resource guide should be posted not just in program offices but in the laundromat, the grocery store, the clinic, on the blue bus—wherever it’s most likely to be seen by folks who need it. It needed to be periodically updated to stay current with changes in the system and in programming.

Pastor Nick Shields offered to take the lead in putting together a list of services provided by the community’s churches and faith organizations, and promised to make the information available to all. But the sense of the Summit was that increased public awareness was key to the success of any effort at creating a recovery-positive community.

- 2 Provide in-home services for substance abuse—including detoxification.

In mental health, there are well-established programs for Assertive Community Treatment (ACT)—multi-disciplinary teams that go out into the community to reach individuals and families with significant problems in function, often affecting several major areas (work, social relationships, money management, parenting, and physical health among them). The mission of such teams

is to promote rehabilitation and recovery, prevent loss of income and homelessness, minimize the risk of a crisis that could lead to prolonged hospitalization, and avert a host of other negative outcomes associated with chronic mental illness. According to Kim Hamstra of TCCS, ACT programs already exist in Taos. “Why can’t their role be extended to substance abuse—even to home-based detoxification?” she asked the assembly.

- 3 Extend transport assistance for those most in need.

It was mentioned several times that transportation was the most common barrier to access to a range of necessary services. The problem was most acute in outlying areas and also among special populations such as seniors, young persons, single parents with young children. A coordinated joint transport service that served multiple agencies and providers was seen as one way to promote engagement and retention in treatment and support -- the variable that research suggests is most strongly associated with better outcomes.

Distance and transport are common problems in New Mexico, a state that ranks 45th in population density (18 per square mile), just behind Idaho and ahead of South Dakota. Taos County is no exception at 15 per square mile. A well-organized transport assistance function could produce immediate benefits to the community.

- 4 Remember the communities outside Taos city limits.

“What about Penasco?” one woman asked during the open mike period. Or Questa, Red River, and other areas of the County that are sometimes regarded as, in the words of one participant, “another world.” Yet smaller communities have many needs regarding substance abuse prevention and treatment. One suggestion: hold a future meeting in one of those communities.

“People are looking for help that’s already out there,” someone said in a breakout discussion, “but they have no idea how to find it, or how to figure out which program is the one for them.”

5 Recovery is Fun! activities.

Let's face it, most people associate drinking and drug use with recreation, and sobriety with dull. In reality, recovering people have a lot of fun. "And now I even recall it the next day," joked one.

A cruise director once described the difference between 'sober cruises' and regular vacation groups. "On a sober cruise, people sign up for all the activities. They actually do things."

Drug- and alcohol- free activities could be designed to target kids or adults. Dances, games, trivia contests, hay rides—all promote good fellowship and community-building, and none is prohibitively expensive. Facilities and equipment can be donated through a central 'bank' of supportive organizations, including local churches and civic groups.

"Everybody needs a social life," one former addict noted. "What turned it around for me was finding new friends that I could count on."

"The tradition in The North is to get together and share food," one woman added. "You can eat without a drink in your hand."

6 Substance abuse training for medical personnel

There are established national models for training health-care professionals to appropriately manage substance abuse cases in settings such as the doctor's office and the hospital emergency room. A nation-wide initiative addressed the challenge of Screening, Brief Intervention, and Referral to Treatment (SBIRT) a few years ago in New Mexico. Outcomes were positive but may have faded a bit with time, and the practice may require revival. Evidence-based methodologies are widely available, complete with free training packages and YouTube clips.

"Don't forget that many of the people who work in healthcare come from backgrounds filled with substance

abuse," Dr. Jay Swoboda pointed out to his discussion group. "There are definite codependency issues that crop up and must be addressed." Established motivational approaches could be taught so as to make a big difference in the healthcare professionals' response to a substance abusing patient or client.

7 Find ways to involve the community's Elders.

Several discussions touched on this topic, with the Hondo Grandma's Group singled out as an example of success worth emulating. Elder mentoring programs have been shown to benefit both those who received advice and those who could give it. Creativity was required in designing programs to involve elders, but the benefits were well worth it.

CYFD's Melissa Quintana directed attention to the special challenges associated with intergenerational substance abuse, including parents who supplied or used drugs with their children. Both keynote speaker Ed Cardenas and Pastor Nick Shields noted the larger problem of kids who grew up in dysfunctional environments with substance abuse and had never in their lives experienced the love and support that every child deserves. Involving elders was mentioned as a way to help address that deficit.

8 Consider a 'Warm line' for support.

Crisis hot lines are familiar, but 'warm lines' have been used in many states to provide needed support, guidance, and encouragement to persons in recovery (and those in danger of imminent relapse). Staffed by volunteers, warm lines help reduce hospitalization and also the risk of unintended overdose that may occur when somebody 'slips' after a period of sobriety. A link to a description: http://www.power2u.org/articles/selfhelp/warm_lines.html

"Everybody needs a social life," one former addict noted. "What turned it around for me was finding new friends that I could count on."

9 Build bridges to the 12 Step community

Taos is unusual among small communities in the strength of its 12 Step fellowships. Several attendees wondered whether links to these fellowships could provide extra support to consumers who otherwise might not become involved. One participant mentioned the importance of developing alternative peer programs such as SMART Recovery for consumers who might otherwise shy away from the spiritual aspects of the 12 Step programs.

Research has suggested that the act of helping others with similar problems significantly improves your own chances for success in recovery. The phenomenon has a name: the ‘helper therapy principle.’ This comes naturally to those with a background in 12 Step work. A link to more information: <http://www.psychologytoday.com/blog/the-joy-giving/200809/updating-the-helper-therapy-principle>

10 Develop innovative programs for offenders

District Attorney Don Gallegos made a point of inviting Summit participants to seek out and present new ways to approach the challenges of an offender population. Attendees responded with ideas for program in the Detention Center, targeted at probation or parole, or geared to specific populations such as young offenders or drunk drivers. The Legal breakout group included different viewpoints on the efficacy of adult and juvenile Drug Court programs. Many participants felt that programs designed to reflect the unique cultural diversity of Taos County should be encouraged.

11 Citizen alerts about drug dealing in neighborhoods

One of the panel presenters encouraged citizens to pick up the phone and call in reports of suspected drug dealing activity in their home areas. A participant in the

Legal breakout complained of an unsatisfactory response when he had done so in the past. There was general agreement on the need for more communication between law enforcement and community members, in order to make citizen reporting programs more effective.

12 After-school programming for youth

This theme ran through several of the breakout discussions: the need for programs to engage youth when they might otherwise be procuring or using drugs or alcohol. Some suggested pro-social activities for all kids, such as sports, games, or dances, as alternatives to ‘hanging out.’ Others brought up more targeted prevention efforts for at-risk youth, perhaps those identified by school personnel. Another participant mentioned the need for outpatient programs for juvenile offenders that included supervision and transport directly from school to the treatment site, and later home. All received support from some participants.

13 A drop-in center that’s truly ‘drug-free’

Everyone sat up and paid attention when a youth described an existing community center as a better place to find drugs than avoid them. That led to plenty of discussion about the need for safe places for young people to talk openly with peers and sympathetic adults. This reflected the oft-heard complaint about the ‘criminalization’ of drug use. “I can’t talk to somebody about drugs if I’m afraid I’ll get in trouble with the law,” said one.

A drop-in center is one community-based alternative. The center would be supervised but would have plenty of peer-to-peer involvement in management and decision-making. Similar models have been used elsewhere to address the problem of runaway and homeless youth (many of whom are substance-involved.)

Everyone sat up and paid attention when a youth described an existing community center as a better place to find drugs than avoid them.

14 The need for recovery residences.

A term that can mean many things, ranging from small, self-supporting Oxford Houses to funded, professionally-managed transitional living and halfway facilities. The idea is to provide safe, supportive, affordable environments for people engaged in or returning from treatment—something that isn't always available in the community.

In the current system, some Taoseños must travel long distances to receive residential care, and a chaotic return home following an extended absence is a recognized relapse trigger, one that can quickly undo many months of progress. Other substance abusers can be successfully treated as outpatients in the community provided they don't stay in their current housing—because of (for example) the risk of domestic violence, or the presence of other substance abusers. Dedicated recovery residences can be an antidote for both problems.

The model is widely used around the nation. There are challenges in finding sites for recovery residences—perhaps concerns from neighbors, lack of affordable housing, or the need to locate close to job opportunities—but other communities have overcome such challenges many times in the past.

15 Versatile continuing care programs that address job, housing, social service needs.

Eileen Lujan of Taos Pueblo was one panelist who brought this issue to the forefront of discussion. In her community, she reported, substance abuse and recovery are best viewed in the larger context of community problems—among others, lack of opportunity, lack of education, family dysfunction, discrimination, social stigma. It isn't enough to provide treatment alone, no matter how good that treatment may be, if we don't also provide real hope for the future.

For populations where substance abuse is only part of the problem, that means employment, housing, and social services assistance well beyond the scope of treatment. Some other communities around the U.S. have designed programs based on this principle.

In a sense, this discussion reinforced the larger message of the Summit. Success in reducing substance problems in Taos County ultimately depends on the support and participation of the community. That means coordinated efforts involving multiple agencies, civic organizations, and private citizens. There's a natural tendency for communities to 'assign' substance abuse problems to treatment or prevention programs. In reality, substance abuse penetrates all aspects of community life. The community as a whole must join to address them.

16 Better access to the existing system.

The notion is to create a system that has many 'doors' where consumers can access necessary services and also be directed to help for other problems that affect them. A family can get treatment for substance abuse but also housing, medical, and employment assistance. It's an assessment and case management model shown to be effective in many areas around the country.

That's of particular importance for families where there are significant problems in more than one generation—for instance, one parent who is severely alcoholic, in and out of jail, and another who is depressed and unemployed, responsible for kids who are failing in school and experimenting with drugs. One program or service is clearly inadequate to the task. An integrated service plan with multiple agencies involved is the best approach, but one that requires unusual coordination between agencies and providers.

It isn't enough to provide treatment alone, no matter how good that treatment may be, if we don't also provide real hope for the future.

17 Broad attention paid to health promotion

This topic came up in several of the breakout sessions. What exactly is meant by a ‘healthy’ community, and how is community health best measured? What is the role of the community in promoting the larger goal of overall good health among its citizens? What does ‘wellness’ mean to somebody in recovery? Success doesn’t stop with sobriety, but what comes next?

One participant noted the prevalence of overeating and unhealthy weight gain in both substance abuse and mental health patient populations, reflecting the need for diet and nutrition education programs and support if we’re to expect real long-term improvement in health. The issue isn’t just the type and quality of food, but the emergence of new eating disorders in recovery.

Another topic of interest was tobacco. Despite widespread education, it remains our biggest preventable health problem. As one recovering youth put it: “I’m addicted to tobacco. What am I supposed to do about that?” It was once widely presumed that someone giving up cocaine or alcohol couldn’t cope with the added stress of quitting smoking, but subsequent research has demonstrated otherwise. But what action to take?

There was also talk of the need for proven programs that could be integrated into school curricula. “We’re adding new smokers every day,” one woman reported, “despite all the adverse publicity.” Yet evidence-based programs exist. A link to more information: <http://www.cdc.gov/tobacco/youth/index.htm>

18 Trauma-informed treatment.

Two types of trauma are common in substance abuse populations: the sort that springs from child abuse or neglect in early life, and the type that results from traumatic events experienced as an adult: combat-related PTSD, or injuries, assaults, losses and illness that occur

during a career of substance abuse. Both are challenging to treat, in different ways.

Trauma programs vary in philosophy and approach, from cognitive-behavioral to alternative therapies such as EMDR and somatic treatments. It was generally felt that addressing trauma, including grief and loss issues, could improve the quality of life for recovering people, even if it didn’t directly improve treatment outcomes for substance abuse.

19 Jail based services including counseling and case management

Several providers who’d worked at the Jail lamented the problem of recidivism. “I’ve seen people leave and come back in as little as three days,” one former jail staffer reported. She attributed this to a lack of case management, particularly planning and linkage to programs and services in the community. “It’s a revolving door,” stated another participant. “We seem to have moved it out of the hospital and into a cell. That doesn’t seem like progress.”

A question arose as to precisely what services the jail was required to provide. A member of the legal discussion group stated flatly that state law required treatment onsite at the Jail. Another member observed that the jail seemed to interpret that requirement in terms of medical services rather than counseling. Still another talked of the challenges in working with past Jail administrators, who were concerned about budget impact.

Despite differences of view, there was a clear consensus that something should be done with respect to case management and treatment in order to lessen the incidence of repeat incarcerations.

“It’s a revolving door,” stated another participant. “We seem to have moved it out of the hospital and into a cell. That doesn’t seem like progress.”

20 Education about the medical cannabis program.

One of the more fascinating observations—the acceptance of cannabis as a treatment for PTSD seems to have confused youth. They want to know how a drug that can be good for someone with serious mental health problems like PTSD can possibly be so harmful to teens like themselves.

Everyone agreed that was a good question. Several participants reported they attempted to answer by explaining the difference between controlling symptoms and using a drug recreationally. Others argued in favor of decriminalization of the sort that would happen in neighboring Colorado just two weeks later. Still others pointed to recent research on the harmful effects of marijuana use on young brains as support for prohibitions against use. <http://www.guardian.co.uk/science/2012/aug/27/cannabis-damaging-under-18s-study>

As so often happens, there was no clear resolution. Still, there was general agreement that the question had to be answered more formally, and with supporting facts, to achieve credibility with at-risk youth.

21 Stigma reduction—at all levels.

If there was a consensus at the Summit, it came with regard to the ongoing need to reduce the stigma associated with addiction and recovery. “I am not a criminal,” proclaimed one youth, who felt the system treated him as one. It was noted that fear of arrest was a major deterrent to users who might otherwise voluntarily seek help. Others noted that alcoholics and drug addicts were characterized by denial and resistance and users were unlikely to seek treatment without the threat of prosecution.

The Drug Court model was advanced as a compromise solution. Two graduates of that program were present to give it high praise—at least on the adult side. Juveniles were far more critical of their experiences.

There have been well-designed stigma reduction campaigns in other communities, for both mental health and substance problems, and there was positive mention for the work of Taos Alive Coalition in this regard. One participant noted the increasing importance of social media in reaching at-risk youth who might otherwise avoid prevention efforts.

22 A review of suspension policies in schools.

“It’s just another opportunity to use,” said one participant, complaining that suspension had little value as a deterrent to drug use. Opinion seemed to be split on the issue. One educator observed that without consequences, including the ultimate threat of expulsion, schools would have no leverage to enforce rules on behavior, to the detriment of other students. But another participant argued that an ineffective consequence was sometimes worse than none at all. “If the point is to get the youth’s attention, then suspension alone is probably not enough. You have to include mandatory counseling.” A general review of the suspension policies in the school system might yield some better solutions.

23 Youth participation in developing media-based prevention programs.

Research has suggested that peer involvement can be an important factor in the success of prevention and intervention programs. Psychologist Stephen Glenn has observed that the most effective prevention messages were carried by those one age group above the audience—in other words, to reach a group of high school juniors, use a college freshman or sophomore.

Of course the major change in prevention programming is the surge in social media. The transformation has meant both new ways to contact a youthful audience, as well as increasing problems attracting and

If there was a consensus at the Summit, it came with regard to the ongoing need to reduce the stigma associated with addiction and recovery.

holding their attention in the face of other stimuli. The students of Vista Grande School had prepared a professional-looking video on the subject of recovery, and the assembly was suitably impressed. It's no stretch to think such creativity and talent could be put to beneficial use in schools around the County.

24 Involve churches in a systematic way

Churches, said panelist Nick Shields, had moved away from condemnation of substance abusers towards a more supportive stance. But they needed help in avoiding conflicts with treatment providers, who were operating under different rules. Federal funding for faith-based initiatives was a good step forward in involving the faith community in a broader effort to address substance abuse, and churches were in a position to help -- but only through coordination and cooperation with professionals in the community.

25 Beautify the school environment

It may not sound as if it's directly related to substance abuse, but there was support for the idea that youth would benefit from having a 'nicer place to spend all those hours out of the day.' Suggestions ranged from paint to plants to more privacy. One attendee noted the jail-like quality of some school buildings. Why not re-conceive of the educational institution as a place you might actually want to spend some time? And design it to reflect that goal.

Where to Go From Here

The energy that the Summit created is a powerful resource for moving forward to build a recovery-friendly Taos County. Members of the Committee met

after the initial draft of this report was prepared, to discuss ways to move the work forward, including:

- » Host an Annual Community Summit
- » Build an ongoing "Recovery Friendly Taos County" identity and presence.
- » Promote awareness of Recovery Friendly Taos County with social media and other community organizing tools.
- » Involve community members and key stakeholders in building and promoting the "Recovery Friendly Taos County" agenda.

The public release of the Summit Report in January, 2013 will provide an opportunity for the committee to invite interested community members to begin this process. Attendees will be invited to participate in the ongoing effort, and begin organizing to articulate the vision, identify objectives, develop resources, and stay accountable to the community.

Summary

The role of a Summit is to raise and suggest directions for further research and discussion. In that respect the Taos Summit vastly exceeded expectations. For 300 persons in a county of only 30,000 residents to devote a day to intense discussion of a community problem—that illustrates a level of commitment to change seldom found anywhere in the US. Taos indeed is 'just ready'. And we should all be inspired to participate further in the process of change going on all around us.



For 300 persons in a county of only 30,000 residents to devote a day to intense discussion of a community problem—that illustrates a level of commitment to change seldom found anywhere in the US



February 26, 2013

Title:

Presentation by Armstrong Consultants

Summary:

Armstrong Consultants' update on Taos Regional Airport's Runway 12/30 design and construction project.

Background:

Submitted by John Thompson, Airport Manager.

Attachments:

Click to download

📎 [Presentation](#)

Taos Regional Airport



Project Update



Page 112 of 182

February 26, 2013

Armstrong Consultants, Inc. Who We Are. . .



Airport Planning • Environmental • Engineering • Construction Administration

- Established in 1973
- Airport exclusive for the past 30 years
- 38 dedicated and highly-skilled airport specialists
- Serving the airport improvement needs of New Mexico airports for 23 years.

FIRST Professional Services Agreement (PSA)
Signed July 18, 2006

SECOND Professional Services Agreement (PSA)
Signed September 27, 2010

Page 113 of 182

Runway 12/30: Milestones

Memorandum of Agreement (MOA)

Town of Taos and Taos Pueblo

Signed: ***December 29, 2011***

FAA Record of Decision (final determination)

Signed: ***September 28, 2012***

FAA Press Conference

Date: ***October 6, 2012***

Armstrong Task Order D

Signed: ***November 27, 2012***



Page 114 of 182

Task Order D

ELEMENT #1

- Relocate Runway 4 Threshold to the North by 420 feet

ELEMENT #2

- Construct Runway 12/30 (100 feet x 8,600 feet)
- Parallel Taxiway B
- Four Connector Taxiways (B1, B2, B3 and B4)
- Two Holding Bays/Warm-Up Pads and Haul Road



Page 115 of 182

Runway 12/30: Work Performed

Topographical Design Survey

- Completed January 2013



New Mexico DEPARTMENT OF
TRANSPORTATION

Geographical Field Work

- Completed January 2013
- Awaiting Geotechnical Laboratory Analysis



Design

- Started building a 3D model of the area for geometrical layout
- Design Plane (Canadair CL-600)
- Next steps: Complete a FAARFIELD analysis for a pavement section
- Coordinating Runway 12/30 layout closely with FAA and NMDOT State Aviation Division

Runway 12/30: Upcoming Milestones

Next Task Order to Complete the Design

- **Federal FY 2013 (October 1, 2012 – September 30, 2013)**

Construction Phase

- **Federal FY 2014 (October 1, 2013 – September 30, 2014)**



Taos Regional Airport



Thank You!





February 26, 2013

Title:

Presentation by New Mexico MainStreet

Summary:

Mr. Charlie Deans of New Mexico MainStreet will present the costs and benefits, processes and alternatives for the long-term financing of the capital improvements and operations of the Taos Arts and Cultural District.

Background:

The Town of Taos and the ACD were awarded a grant from New Mexico MainStreet for the completion of the Downtown Master Plan. The Downtown Master Plan will identify a variety of capital improvements within the ACD along with recommendations for their long-term financing. Mr. Deans presentation will inform the Town Council of these alternatives.

Attachments:

Click to download

📎 [Presentation](#)



The Nuts and Bolts of Implementing and Financing Arts and Cultural Districts



NM MainStreet Program



ACDs Funding Sources

- Quality of Life Tax
- Lodgers Tax
- Business Improvement District (BID)
- Local Economic Development Act (LEDA) Local Option GRT
- Tax Increment Financing (TIF) District
- Tax Increment Development District (TIDD)



ACDs Funding Sources

Quality of Life Tax

- funds the promotion and expansion of cultural programs and activities with a non-profit cultural organization at a maximum rate of up to one-fourth of one percent (0.25).
- must be approved in an election by the majority of the voters.



ACDs Funding Sources

Lodgers Tax

- currently over \$800,000 annually.
- allocated to the Convention Center, the Chile Line shuttle, the Visitors Center, and the Market Taos campaign.
- These funds could also be used to fund the Taos ACD/MS operations and program .





ACDs Funding Sources

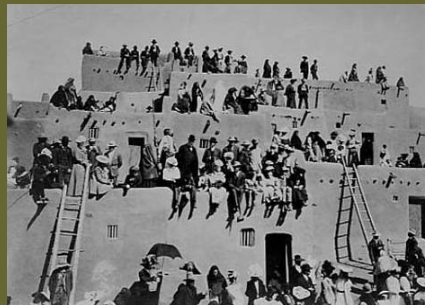
Business Improvement District

- a special assessment district created by the Town Council and approved by petition of property owners within the district.
- Revenues are provided to an entity, such as the Taos ACD/Main Street program, to support marketing, security, maintenance , and other business improvement services.



NM Local Economic Development Act (LEDA)

- Adopted by the Legislature in the 1990s as a response to the Anti-Donation Clause of the state Constitution
- Local government adopts an economic development plan to enable public investments in local economic development projects.



2007 Amendments to LEDA

- NM Arts and Cultural Districts Act amended LEDA
- 2007 LEDA amendments intended to support “creative economy”
- “Cultural facilities” is a description and definition of “qualifying entity”
- Local LEDA ordinance must be amended to include “cultural facilities”



NM Metropolitan Redevelopment Code

NM State Statute that empowers municipalities to rehabilitate and redevelop downtown areas that are deteriorated or underutilized in order to stimulate economic development by establishing it as a Metropolitan Redevelopment Area (MRA).





Metropolitan Redevelopment Toolbox

- Funding and financial programs
 - ✓ Tax Increment Financing (TIF) Districts
 - ✓ Revenue bond financing
 - ✓ CDBG/State/Federal Brownfield funding eligibility
 - ✓ LEDA “Qualifying Entity” as Redevelopment project developer
- Provides relief from the NM “anti-donation clause” allowing public/private partnerships.
- A&CD Administrative/program funding (TIF District)



Tax Increment Financing (TIF) Districts

- Requires an MRA Plan to be adopted.
- Uses existing property tax increment as the revenue stream (no new or increased taxes).
- Property tax increment funds that are generated in the district are spent in the district.

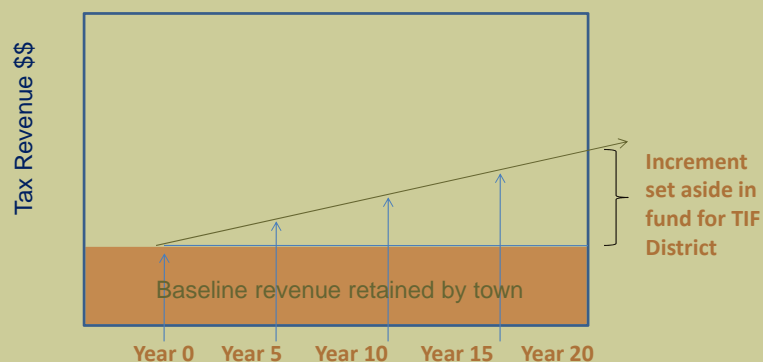


Tax Increment Development Districts (TIDD)

- TIDDs do not require an MRA Plan be approved.
- created by the municipality through a petition of 100% of property owners or through a general election of the property owners within the district.
- collect local and state property and Gross receipt tax increments.

Tax Increment Financing Districts

How TIF/TIDD works...





MainStreet Communities and MRA Plans:

- Las Cruces- MRA plan/TIDD district approved
- Abq DAT- MRA Plan/TIF district approved
- Upper Nob Hill- MRA plan/TIF district approved
- Lovington- MRA Plan/TIF district approved
- Las Vegas- MRA plan/TIF district approved
- Clovis- MRA plan approved
- Farmington- MRA plan approved
- Deming- MRA Plan/TIF district in process
- Silver City- MRA Plan approved/TIF district in process
- Roswell- MRA Plan in process



Thank you!
Questions?

Contact info:
Charlie Deans
NMMS Urban Design Associate
charlie@communitybydesign.biz
505-471-4218



February 26, 2013

Title:

Financial Update

Summary:

Presentation of the monthly financial report for the period ending January 31, 2013 and review of gross receipts tax year end projections and distribution calculation process.

Background:

Submitted by (Marietta Fambro)

Attachments:

Click to download

📎 [attachment](#)

📎 [attachment](#)

JANUARY 2013 FINANCIAL REPORT

General Fund

Revenues - The General Fund's largest revenue source are the Gross Receipts Tax (1 cent) and State Shared Gross Receipts (1.225 cent). Through the month of January both of these streams continue to be down from what was budgeted but we are still on track with projected year end figures reported in October of a 6% decrease. The remainder of the General Fund's revenue sources continue to run on track to reach what was budgeted. We did receive a property tax payment for \$358,829 in January from Taos County.

Expenditures - Compared to this time last year, the majority of the Department's continue to keep on track to meet their approved budgets. February's report will reflect all of the mid-year budget adjustments that were made and approved by the Council in February. This will change the approved budget column reflecting either increases or decrease to the budgeted expenditures.

Ending Balance - The ending balance is still projected to exceed the State's requirement of 1/12 of budgeted expenditures by \$133,004.

Capital Projects

Through the month of January percentage of project completion increased at a small pace with two big projects obtaining 100% complete in spending. The design continues on the new Airport Runway and completion of Old Talpa Canon Road design. During the month of January we completed the bid and award phase for replacement of Carpet at the Taos Public Library and completed Dillon Lane Sewer Line which is reflected in the Utility Construction Fund.

<u>Projects</u>	<u>Budget</u>	<u>Spent YTD</u>	<u>Open PO's</u>	<u>Complete</u>
Facilities Fund 50	791,434	244,922	97,224	31%
Capital Projects Fund 51*	933,035	361,607	148,160	39%
Airport Construction Fund 52	2,084,569	24,005	18,432	1%
Vehicle Replacement Fund 54	202,401	11,985	43,818	6%
Affordable Housing Fund 56	665,000	-	5,628	0%
1999 Gas Tax Acquisition Fund 59**	3,271,321	948,780	13,764	29%
Utility Construction Fund 81	3,072,804	267,291	833	9%

* Four completed projects: Genie boom lift, Quick Attack Truck, Urban Interface Engine, Search-Technical- Rescue Cab and Chassis. We have spent to date approximately 47% on the FTA Grant budget for additional bus shelters.

**Del Norte Lane and Chamisa Phase II projects were physically complete through December with final payments processed in January 2013.

Debt Service

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

	<u>Oustanding</u>			
	<u>Principal</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal &</u>
	<u>July 1, 2012</u>	<u>Payments</u>	<u>Payments</u>	<u>Interest*</u>
Rural Utility Service Revenue Bond	2,280,600	48,000	118,669	-
New Mexico Finance Authority Loans - Utility, Streets & Landfill	3,708,726	416,169	66,733	-
New Mexico Finance Authority Loans - Land & Eco Park	2,216,119	225,410	67,785	-
New Mexico Environmental Department Loan - WWTP-6-2031	1,200,000	60,000	-	-
Town Hall Bonds	5,510,000	265,000	226,425	-
TOTALS	14,915,445	1,014,579	479,612	-

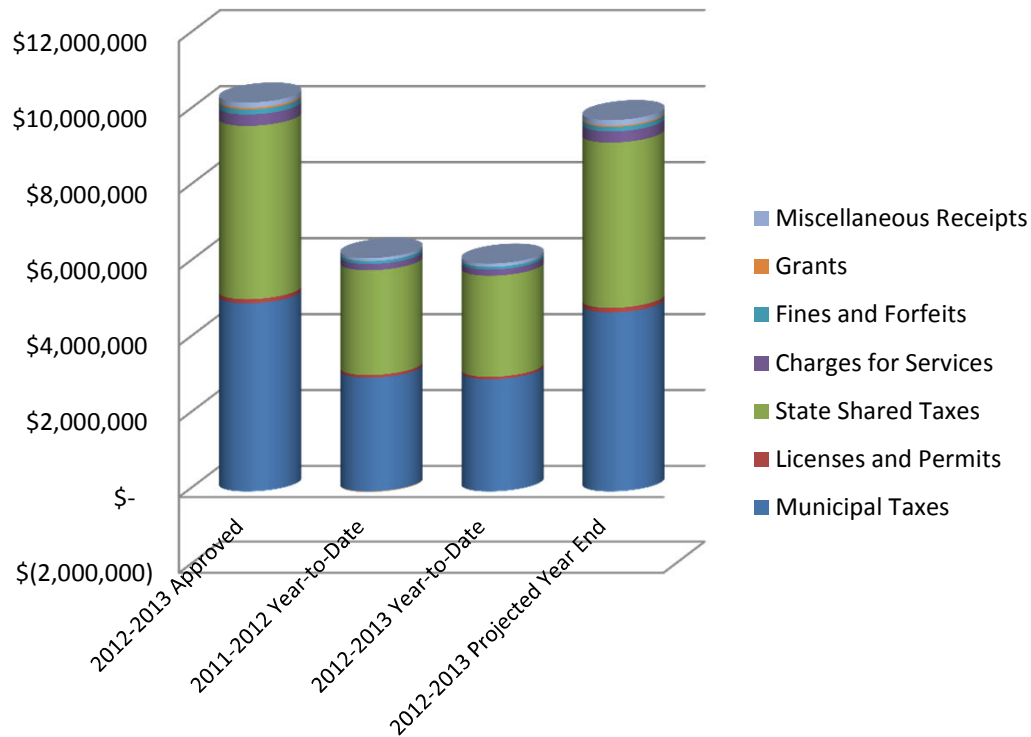
*Principal and interest amounts due within the next 30 days

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

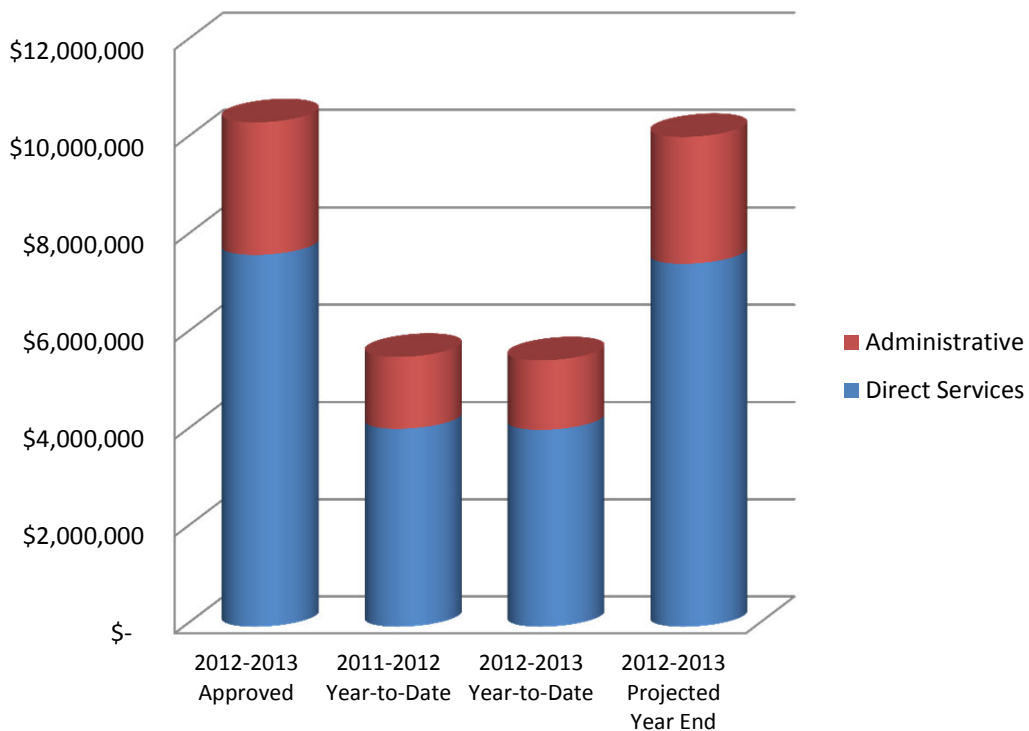
FY 2012-2013 GENERAL FUND OPERATING BUDGET - Revenues-Expenditures YTD through - January 31, 2013

	FY 2012-2013 Approved Budget	FY 2011-2012 Year-to-Date Actuals	FY 2012-2013 Year-to-Date Actuals	FY 2012-2013 Projected Year End
<u>Revenues*</u>				
Beginning Balance July 1, 2012	\$ 1,604,296	\$ 1,893,608	\$ 1,604,296	\$ 1,604,296
<u>Municipal Taxes</u>				
Property Taxes	925,019	597,674	627,675	912,332
Franchise Taxes	370,650	176,917	187,217	310,000
Gross Receipts Tax (1 ¢)	3,665,036	2,223,625	2,143,118	3,496,829
<u>Licenses & Permits</u>				
Business Registrations	44,000	25,475	26,580	51,814
Building Permits	45,000	31,385	23,481	37,372
All Other	18,908	13,620	15,554	33,345
<u>State Shared Taxes</u>				
Auto License Dist 60/40	70,619	37,546	36,200	63,739
State Shared Gross Receipts Tax (1.225 ¢)	4,489,669	2,723,940	2,625,319	4,283,616
<u>Charges for Services</u>				
Parking Meter Fees	87,821	54,446	57,101	87,050
Swimming Pool/Recreation	72,097	40,542	40,499	77,095
All Other	141,641	70,517	66,605	128,522
<u>Fines & Forfeits</u>				
Court Fines	103,600	59,965	53,492	90,414
Library Fines	32,653	18,586	17,051	29,565
<u>Grants</u>				
State/Federal Grants	45,000	(10,308)	0	35,000
<u>Miscellaneous Receipts</u>				
All Other	132,338	79,213	86,405	145,373
Total Revenues	\$ 10,244,051	\$ 6,143,144	\$ 6,006,297	\$ 9,782,067
<u>Transfers: In (Out)</u>				
Lodger's Tax Promotional - Marketing	(161,625)	(94,281)	(94,281)	(161,625)
Local Government Correction Fund	(104,048)	(48,729)	(52,024)	(104,048)
Community Grants (i.e. Eco Park)	(110,884)	(91,688)	(50,442)	(110,884)
Communications Fund	(262,691)	(175,869)	(153,236)	(262,691)
1/4 cent GRT Capital Improvements	60,942	-	-	60,942
Civic Center Fund	113,232	80,660	62,649	113,232
Total Net Transfers	\$ (465,074)	\$ (329,907)	\$ (287,335)	\$ (465,074)
<u>Expenditures</u>				
Executive	\$ 680,280	\$ 326,301	\$ 353,475	\$ 675,280
Judicial	226,956	124,087	118,564	226,956
Finance	841,956	577,358	504,200	784,767
Police	2,372,472	1,200,745	1,272,613	2,248,339
Fire	630,171	360,193	352,750	627,171
Streets	861,290	515,091	452,476	835,718
Recreation	559,622	299,521	282,367	546,567
Fleet	222,403	109,196	122,396	222,403
Planning & Zoning	541,376	285,006	289,804	503,431
Library	576,819	340,027	329,780	576,819
Human Resources	290,696	122,640	148,702	289,896
Facilities	1,286,965	628,651	667,981	1,281,965
Town Council	387,967	235,704	207,858	387,967
Airport	141,866	80,838	73,975	141,866
Municipal Elections	-	2,349	0	-
Pool	380,460	178,750	170,265	368,460
Legal	366,529	167,234	134,496	351,529
Employee Benefit Payment				(113,232)
Total Expenditures	\$ 10,367,828	\$ 5,553,692	\$ 5,481,700	\$ 9,955,902
Ending Balance	\$ 1,015,445	\$ 2,153,153	\$ 1,841,557	\$ 965,387

Revenues



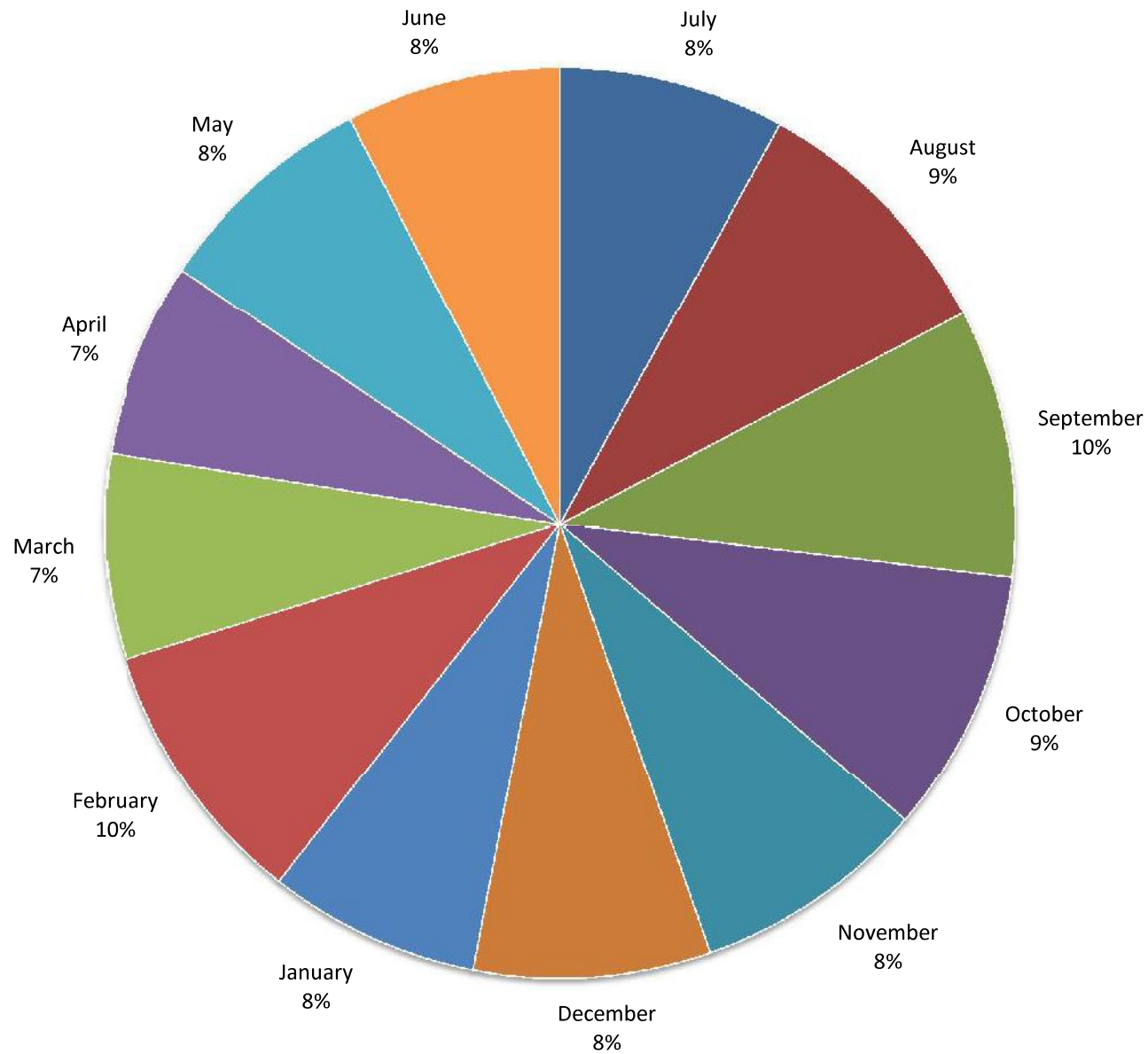
Expenditures



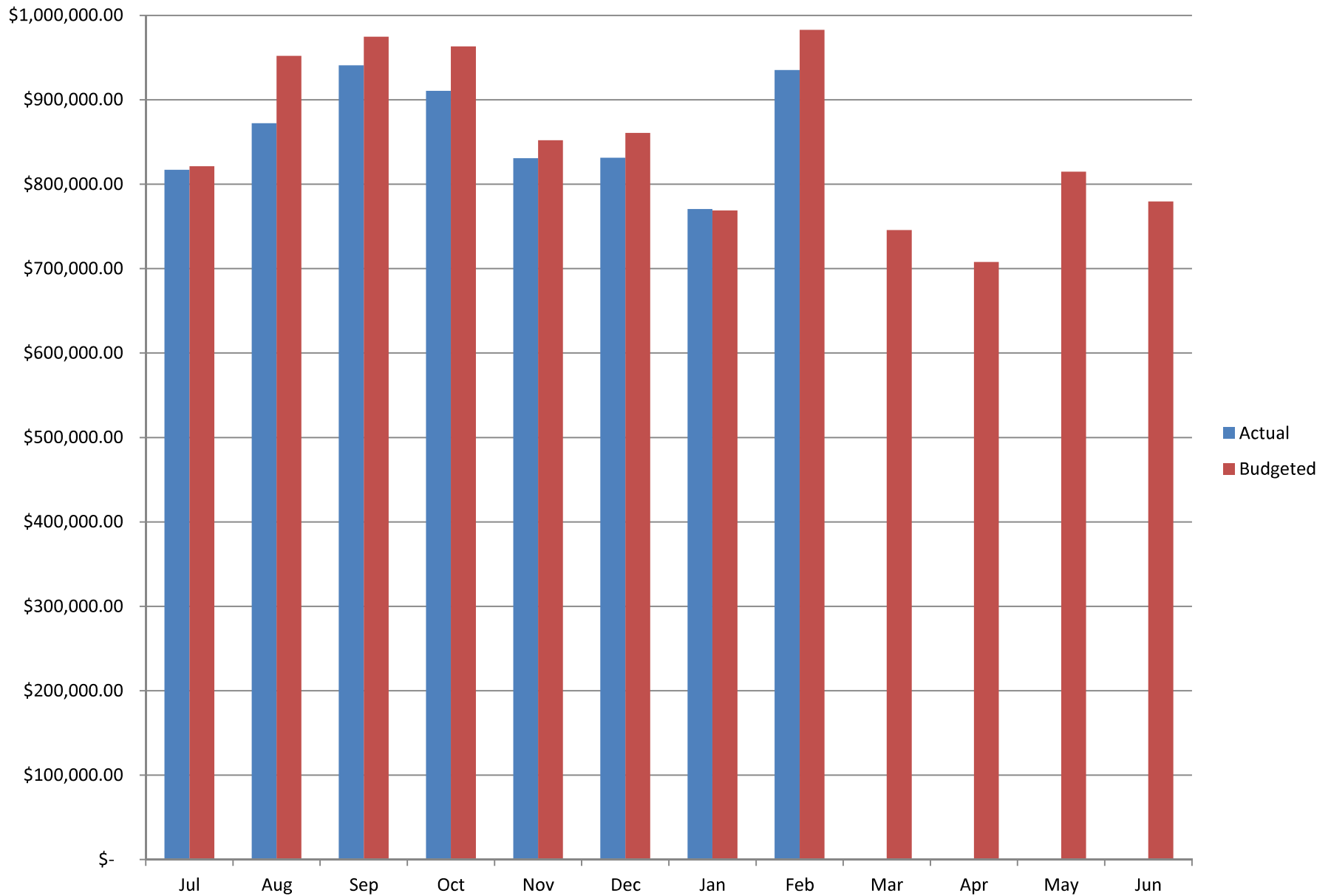
ALL OTHER FUNDS**FY 2012-2013 OPERATING BUDGET - Revenues-Expenditures - YTD through - January 31, 2013**

Item	FY 2012-2013 Approved Budget	FY 2011-2012 Year-to-Date Actuals	FY 2012-2013 Year-to-Date Actuals	Projected Year End
<u>Special Fund Revenues</u>				
Visitors Center	\$ 45,200	\$ 46,475	\$ 28,991	37,510
Public Transportation	671,083	181,008	187,843	683,593
Communications	603,400	165,614	11,000	602,709
Total-Special Fund Revenues	\$ 1,319,683	\$ 393,097	\$ 227,834	\$ 1,323,812
<u>Special Fund Expenditures</u>				
Visitors Center	\$ 882,652	\$ 500,012	\$ 381,374	735,921
Public Transportation	902,637	273,309	284,767	637,935
Communications	665,283	305,022	318,907	639,238
Total Special Fund Expenditures	\$ 2,450,572	\$ 1,078,342	\$ 985,048	\$ 2,013,094
<u>Enterprise Funds Revenues</u>				
Municipal Tax	458,184	\$ 277,953	267,890	435,041
Water-Charges for Service	1,200,860	758,583	830,718	1,323,052
Wastewater-Charges for Service	1,613,497	996,674	1,008,903	1,651,698
Solid Waste-Charges for Service	1,281,265	736,188	733,866	1,287,596
Regional Landfill-Charges for Service	967,285	585,981	589,642	961,513
Total-Enterprise Funds Revenues	\$ 5,062,907	\$ 3,077,426	\$ 3,163,129	\$ 5,223,858
<u>Enterprise Funds Expenditures</u>				
Utility Billing	222,418	170,329	134,909	192,274
Water	556,839	306,717	301,966	514,765
Wastewater Collections	357,009	177,663	164,305	307,117
Wastewater Treatment	1,260,199	614,192	589,546	1,161,908
Solid Waste Recycling	507,441	129,966	406,595	142,728
Solid Waste Billing	1,000,000	476,030	492,124	1,000,000
Regional Landfill	721,915	388,888	332,923	640,215
Total-Enterprise Funds Expenditures	\$ 4,625,821	\$ 2,263,785	\$ 2,422,369	\$ 3,959,008

Gross Receipts Tax Breakdown by Month based on 5 Year Average



FY 2012-13 Gross Receipts Tax: Actual vs. Budgeted





February 26, 2013

Title:

Resolution 13-06 Public Records Inspection and Fees

Summary:

Consideration and possible approval of Resolution 13-06 superseding Resolution 10-06 which makes public records available for inspection and copying while establishing reasonable copy fees for public records to comply with state law and Town ordinance. This resolution includes increasing copying fees and adding fees for oversized documents such as maps and plats.

Background:

Request is to increase copy fees from .15 per page to 1.00 per page after the first three pages copied. This would include Town of Taos records as well as Police Records. In 2012 a total of 8,476 pages of public records were provided to requesters. Of that total, 3,479 records were emailed at no charge, 3,336 records were inspected at no charge and only 1,661 records were copied generating \$218 in revenue to cover the cost of toner, paper and staff time making copies (some records were provided at no charge because we often waive the fee if there are 10 or less copies). This increase would only affect approximately 12% of requesters.

In addition, the current resolution does not include fees for oversized documents such as maps and plats. This resolution establishes the fees such copies.

Submitted by: Renee Lucero, Town Clerk

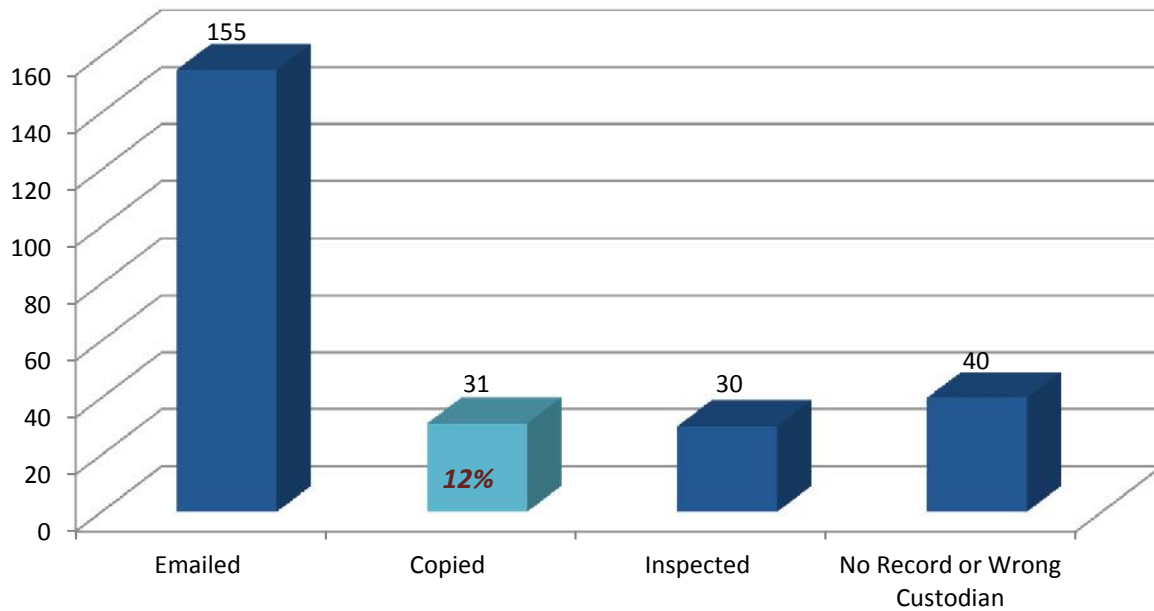
Attachments:

Click to download

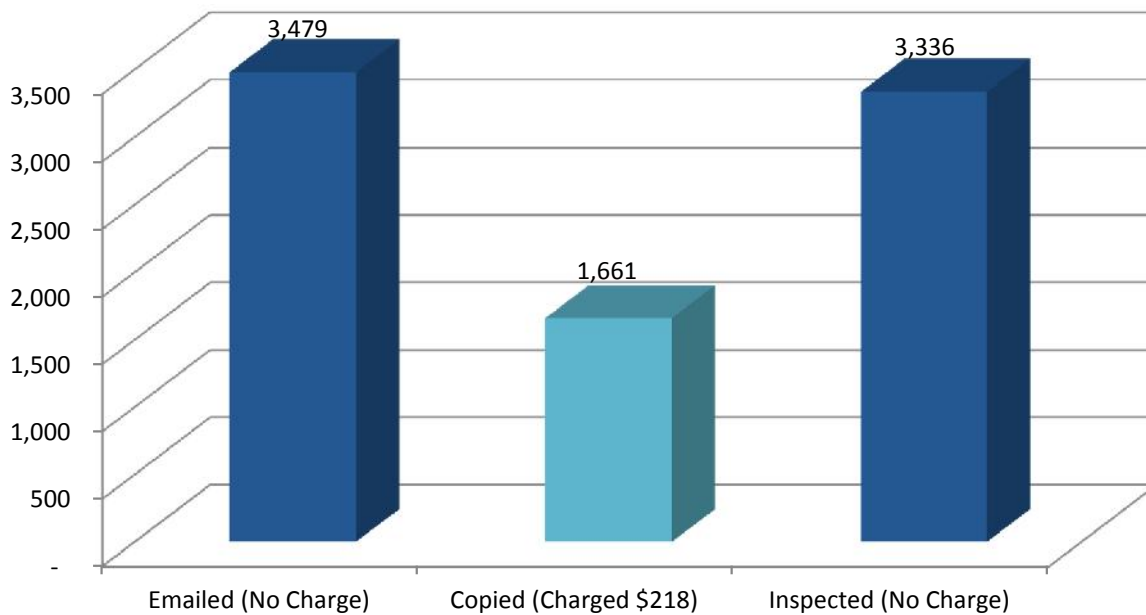
 [Charts](#)

 [Resolution 13-06](#)

Number of Requests (Total 256)



Number of Pages Provided (Total 8,476)





RESOLUTION 13-06

A RESOLUTION OF THE TOWN OF TAOS REPLACING AND SUPERSEDING TOWN OF TAOS RESOLUTION 10-06 TO MAKE PUBLIC RECORDS AVAILABLE FOR INSPECTION AND COPYING AND ESTABLISH REASONABLE FEES FOR COPYING OF PUBLIC RECORDS TO COMPLY WITH STATE LAW AND TOWN ORDINANCE.

WHEREAS, Access to public records is one of the fundamental rights afforded people in a democracy;

WHEREAS, Public policy has established the right to inspect and copy records to afford members of the public the opportunity to keep a watchful eye on government;

WHEREAS, The New Mexico Supreme Court recognized the public's right to inspect by stating, "[w]ritings coming into the hands of public officers in connection with their official functions should generally be accessible to members of the public so that there will be an opportunity to determine whether those who have been entrusted with the affairs of government are honestly, faithfully and competently performing their function as public servants." State ex rel Newsome v. Alarid, 90 N.M.790, 795, 586, P.2d 1241 (1977) (quoting with approval MacEwan v. Holm, 359 P.2d 413, 418 (Or. 1961);

WHEREAS, It is the right of the public to inspect records, subject to certain exceptions, and included in the right to inspect is the right of making copies as provided in statute enacted by the New Mexico State Legislature, NMSA 1978, § 14-2-1 (1993);

WHEREAS, NMSA 1978, § 3-13-1(4) (1965) requires that a municipal clerk, "upon request, furnish copies of municipal records. The Clerk may charge a reasonable fee for the cost of furnishing copies of municipal records";

WHEREAS, The Code of Ordinances of the Town of Taos, New Mexico § 3.44.010(E) states: "The Town Clerk shall furnish, upon written request, copies of municipal records to the public. The governing body shall adopt a resolution prescribing reasonable fees for the cost of furnishing copies of the municipal records";

WHEREAS, The Town Clerk has been designated the Town's custodian of records;

WHEREAS, The Town Council hereby delegates the function of custodian of records for arrest and other police records to the Chief of Police;

WHEREAS, The Town is a public entity and keeps records that shall be made available to the public;

WHEREAS, New Mexico State Law, NMSA 1978, § 14-2-9 (1993) states:

- A. Requested public records containing information that is exempt and nonexempt from disclosure shall be separated by the custodian prior to inspection, and the nonexempt information shall be made available for inspection. If necessary to preserve the integrity of computer data or the confidentiality of exempt information contained in a database, a partial printout of data containing public records or information may be furnished in lieu of an entire database.
- B. A custodian:
 - 1. May charge reasonable fees for copying the public records, unless a different fee is prescribed by law;
 - 2. Shall not charge fees in excess of one dollar (\$1.00) per page for documents eleven inches by seventeen inches in size or smaller;
 - 3. May require advance payment of the fees before making copies of public records;
 - 4. Shall not charge a fee for the cost of determining whether any public record is subject to disclosure; and
 - 5. Shall provide a receipt, upon request.

WHEREAS, The Town Council desires to provide public records to the public, set up procedures for the public obtaining such records and establish reasonable fees.

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

- A. Except as otherwise provided by federal or state law or policy that classifies as confidential information contained in records or databases, records used, created, received, maintained, or held by the Town of Taos shall be considered information available to the public. The Town shall allow the disclosure in printed, typed, audio, video or digital format as applicable, by the custodian of records in accordance with the Inspection of Public Records Act and the Taos Municipal Code upon the payment in advance for copies of such records at a reasonable fee for the records. The custodian of records shall cause a copy to be made of a record, whether the record is a paper record, a digitally computerized disc, or other medium upon payment of the proper fee. If the record requested constitutes only a portion of a computerized database, or if some of the record requested is exempt from disclosure, then the appropriate portion shall be copied for the requester.
- B. The following are exemptions and are not considered available to the public:
 - 1. records pertaining to physical or mental examinations and medical treatment of persons confined to any institution;
 - 2. letters of reference concerning employment, licensing or permits;
 - 3. letters or memorandums which are matters of opinion in personnel files;

4. law enforcement records that reveal confidential sources, methods, information or individuals accused but not charged with a crime. Law enforcement records include evidence in any form received or compiled in connection with any criminal investigation or prosecution by any law enforcement or prosecuting agency, including inactive matters or closed investigations to the extent that they contain the information listed above;
 5. as provided by the Confidential Materials Act;
 6. trade secrets, attorney-client privileged information and long-range or strategic business plans of public hospitals discussed in a properly closed meeting;
 7. public records containing the identity of or identifying information relating to an applicant or nominee for the position of president of a public institution of higher education;
 8. tactical response plans or procedures prepared for or by the state or a political subdivision of the state, the publication of which could reveal specific vulnerabilities, risk assessments or tactical emergency security procedures that could be used to facilitate the planning or execution of a terrorist attack; and
 9. discharge papers of a veteran of the armed forces of the United States filed with the county clerk before July 1, 2005 that have not been commingled with other recorded documents. These papers will be available only to the veteran who filed the papers, the veteran's next of kin, the deceased veteran's properly appointed personal representative or executor, a person holding the veteran's general power of attorney or a person designated in writing by the veteran to receive the records;
 10. discharge papers of a veteran of the armed forces of the United States filed with the county clerk before July 1, 2005 that have been commingled with other recorded documents if the veteran has recorded a request for exemption from public disclosure of discharge papers with the county clerk. If such a request has been recorded, the records may be released only to the veteran filing the papers, the veteran's next of kin, the deceased veteran's properly appointed personal representative or executor, a person holding the veteran's general power of attorney or a person designated in writing by the veteran to receive the records;
 11. discharge papers of a veteran of the armed forces of the United States filed with the county clerk after June 30, 2005. These papers will be available only to the veteran who filed them, the veteran's next of kin, the deceased veteran's properly appointed personal representative or executor, a person holding the veteran's general power of attorney or a person designated in writing by the veteran to receive the records; and
 12. as otherwise provided by law.
- C. The custodian of records shall separate exempt from non-exempt records prior to inspection;
- D. The custodian of records shall prepare a request form for the general public and this form will be available to the public at the Town Clerk's Office and on the Town's website as required for every individual, group or other entity to complete all information required on the form. The custodian of records will review the form to ensure the form is complete, and advise the applicant if the information is available and the cost per page and or per item as listed

below. The custodian of records will consult with the Human Resources Director on all requests for personnel information to determine whether such information is confidential. Other forms prescribed by or consistent with the Arrest Record Information Act (NMSA 1978, Sections 29-10-1) may be utilized for such information;

- E. Copies in most cases will be furnished within three business days of the custodian actually receiving a request, however, depending on the nature of the request, the medium requested, the amount of research required to obtain the record(s) and other priorities that may be involved with at the time of the request the period may be longer consistent with the Inspection of Public Records Act, NMSA 1978 Sections 14-2-8.D. which states "A custodian receiving a written request shall permit the inspection immediately or as soon as is practicable under the circumstances, but not later than fifteen days after receiving a written request. If the inspection is not permitted within three business days, the custodian shall explain in writing when the records will be available for inspection or when the public body will respond to the request. The three-day period shall not begin until the written request is delivered to the office of the custodian." and 14-2-10 which states "If a custodian determines that a written request is excessively burdensome or broad, an additional reasonable period of time shall be allowed to comply with the request. The custodian shall provide written notification to the requester within fifteen days of receipt of the request that additional time will be needed to respond to the written request. The requester may deem the request denied and may pursue the remedies available pursuant to the Inspection of Public Records Act if the custodian does not permit the records to be inspected in a reasonable period of time.";
- F. Records that contain numerous pages, or that may require research to obtain, may not be immediately available for duplication. The custodian of the records will, within three (3) days of receiving the request, advise the requester as to the date and time the record may be available or disclose that the records does not exist or is included in an exception;
- G. A requester may review a public record not subject to an exception. The custodian of records will ~~arrange for~~ schedule an appointment with the citizen to review the record in the Town Clerk's Office ~~presence of a staff member~~. If the requester does not appear to review the records at the scheduled time, a notice will be sent informing the requester that the records are waiting for their review. Five business days after the notice has been sent, if the requester still has not appeared to inspect the records the Town Clerk will send a second notice informing the requester that the records are being returned to the responsible department. The requester will then be required to submit a new request for the records. During inspection, the requester may take notes or request a copy, but under no circumstance will the staff allow the requester to remove a public record from the premises. If the record is not readily available, the custodian of records will advise the citizen as to the date and time the record will be available for review.
- H. The portion of any record containing the home address or telephone number of any individual will be deleted if possible, or the record will be considered confidential. If a record contains such information the Town of Taos does not

authorize its use for solicitation or any political purpose unless such use is otherwise specifically authorized by law;

- I. By making available public records, the Town of Taos is providing a community service and is not to be held liable for any error or liability associated with the inaccuracy or use of the data;
- J. Converting disclosed public information to formats other than the format used by the Town of Taos, and providing media on which to store and transmit such information, is the responsibility of the requester;
- K. No fee will be charged to determine whether any of the information covered by a public records request is subject to disclosure;
- L. The Town has no duty to create a record that does not exist;
- M. The following is a schedule of fees for 11x17 or smaller copies (unless otherwise indicated). These costs may be changed from time to time as cost for such items increase or decrease (2-sided copies are considered 2 pages);

Town Records 11x17 or smaller	\$.15 First 3 pages free, \$1.00 per page thereafter
Police Department Records	\$.15 First 3 pages free, \$1.00 per page thereafter
Faxes	\$.25 \$1.00 per page
18x24 copies (maps, plats, etc)	\$3.00 each
24x36 copies (maps, plats, etc)	\$5.00 each
18x24 <u>colored</u> copies (maps, plats, etc)	\$5.00 each
24x36 <u>colored</u> copies (maps, plats, etc)	\$7.00 each
(CDs)/DVDs	\$5.00 each
Colored Copies	\$.25 per page
Ordinances, Resolutions, and Policies	\$.15 per page
Minutes of Council/Commission Meetings	\$.15 per page
Land Use Development Code Book	\$35.00 each
Public Works Construction Manual	\$15.00 each
Vision 20/20 Master Plan	\$30.00 each
Annual Operating Budget (GFOA)	\$20.00 each
Audit	\$20.00 each
Contracts, Agreements, Leases, Etc.	\$.15 per page
Computer Generated Records Hard Copy	\$.15 per page

- N. The custodian of records, at his or her discretion, ~~may~~ shall waive fees for ~~minimal requests (up to 10 pages);~~ for requests for electronic copies that are already in electronic (~~pdf~~) format; ~~or~~ and may waive fees for requests from public information media organizations.

PASSED, APPROVED and ADOPTED, this 26th day of February, 2013, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales
Councilmember Rudy C. Abeyta
Councilmember Michael A. Silva
Councilmember Frederick A. Peralta

TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



C. Brian James, Town Attorney



February 26, 2013

Title:

Grant Agreement with the Department of Finance and Administration, Local Government Division

Summary:

Consideration and possible approval of Amendment No. 2 to Grant Agreement No. 10-E-07 with the Department of Finance, Local Government Division in the amount of \$362,019 for enhanced 9-1-1 services and equipment.

Background:

Total grant agreement amount is to date will be \$1,220,141. Expiration date for the implementation of this grant is June 30, 2014. No Town match is required. Grant Agreement was originally awarded to the Town of Taos in January 2011 in the amount of \$824,340.00 and an additional amount of \$33,782.00 was awarded in February 2011 for enhanced 911 services and equipment.

On January 22, 2013 Council approved this Grant Agreement with the condition that it be executed only if a new Joint Powers Agreement is approved by the stakeholders. This action will allow for this Grant Agreement to be executed without that condition.

Attachments:

Click to download

📎 [E-911 Grant](#)

SUSANA MARTINEZ
GOVERNOR
THOMAS E. CLIFFORD, Ph.D.
CABINET SECRETARY



RYAN GLEASON
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501
PHONE (505) 827-8051 ♦ FAX (505) 827-4948

December 17, 2012

Shirley Lujan
Town of Taos
107 Civic Plaza Drive
Taos, New Mexico 87571

Re: E-911 Grant Amendment

Dear Ms. Lujan,

Attached is an electronic version of the E-911 grant agreement amendment which reflects the State Board of Finance approval of additional funding requested for Fiscal Year 2013. Please **print two originals**, sign the grant amendments and return as soon as possible so the Department of Finance, Local Government Division ("LGD") can fully execute and authorize your equipment vendor(s) to proceed with the equipment/service project(s).

Both original amendments require the signature of the Town Manager or Mayor. Please return both copies to LGD, to the attention of Art Rios, at the address listed above. Also, please note that original signatures are required on the signature page of both originals. After LGD signs both originals, one original signed grant will be returned to you for your records.

If you have any questions or require additional information, please feel free to contact your E-911 Program Manager, Art Rios at (505) 827-4900-office, (505) 699-6911-cellular, or e-mail at art.rios@state.nm.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jolene Slown", with a long horizontal flourish extending to the right.

Jolene Slown, Deputy Director
Local Government Division

Enclosures (2)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 9-1-1 GRANT PROGRAM
GRANT AGREEMENT AMENDMENT NO. 2

Grant No. 10-E-07

THIS AMENDMENT, hereinafter referred to as the "Amendment", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and the Town of Taos, hereinafter referred to as the "Grantee", as of the date this Amendment is executed by the Division.

WHEREAS, the Grantee and the Division entered into a grant agreement, effective January 31, 2011 for an award of grant assistance to the Grantee in the amount of \$824,340.00 from the Enhanced 911 Fund ("Fund") for enhanced 911 services and equipment ("Grant Agreement"); and

WHEREAS, on February 29, 2012, the Division executed Amendment No. 1 to reflect an additional award of grant assistance from the Fund to the Grantee in the amount of \$33,782.00 for enhanced 911 services and equipment; and

WHEREAS, the Grantee has requested additional grant assistance from the Fund in the amount of \$362,019.32 for enhanced 911 services and equipment; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the additional funds will be made available to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree to amend the Grant Agreement as follows:

1. Article II – Reports, of the Grant Agreement is hereby amended to read in its entirety as follows:

"A. **PSAP Annual Report:** No later than **June 30th** of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in 10.6.2.11.D NMAC, of the 911 Regulations, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. **Federal 911 Resource Center Report:** No later than **January 30th** of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee."

2. Article III - Consideration and Method of Payment, Section A of the Grant Agreement is hereby amended to read in its entirety as follows:

"A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed the following amount from the Enhanced 911 fund: **\$1,220,141.32**.

The funds are to be expended in accordance with the proposed Revenue/Expenditure Budget, attached as the "Exhibit C", and made a part hereof, and in accordance with 10.6.2.11 NMAC of the 911 Regulations, entitled PSAP Equipment, Acquisition, and Disbursement of Funds. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of said Budget without the prior written approval of the Division and the funds shall not be expended for ineligible costs, as described in 10.6.2.11.F NMAC of the 911 Regulations."

3. Exhibit "C" of the Grant Agreement is hereby replaced in its entirety with the "Exhibit C" attached hereto.
4. All other provisions of the Grant Agreement not amended herein remain in full force and effect.

[Remainder of page intentionally left blank.]

GRANTEE

Date _____

[illegible]

Seal

My Commission Expires: _____

By: Ryan Gleason, Director

Date _____

STATE OF NEW MEXICO)
COUNTY OF SANTA FE)ss.
)

Seal

My Commission Expires: _____

Exhibit A**PSAP Annual Report**

PSAP Annual Report Form For: _____

Date of Report: _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P. O. boxes)	
Number make and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such);	
Type of equipment to include make and model of:	
Telephone switching equipment	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software	
Number and type of dedicated/ switched voice/data circuits;	
Routing central office and PSAP end office;	
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer;	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address;	
MSAG coordinator name, address, phone number, and Email address;	
GIS representative to include physical address, telephone number, and Email address.	

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder;	
Section 10.6.2.11 D(9)	
Each PSAP Shall Maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Number	
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
Fixed transfers:	
Auto-dial transfers	
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
	Landline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
<i>Jul</i>			
<i>Aug</i>			
<i>Sep</i>			
<i>Oct</i>			
<i>Nov</i>			
<i>Dec</i>			
<i>Jan</i>			
<i>Feb</i>			
<i>Mar</i>			
<i>Apl</i>			
<i>May</i>			
<i>June</i>			
Total	0	0	0
Month Avg.	0	0	0
Day Avg.	0	0	0

Exhibit B**Federal 911 Resource Center Report**

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

Form Revised 9/17/2010		New Mexico E-911 Program Grant		Exhibit C	
Local Government Division			Department of Finance and Administration		
I. Grantee A. Fiscal Agent: Town of Taos B. Address: 107 Civic Plaza Drive Taos, New Mexico 87571 C. Telephone: (575) 758-2216			II. Payment Computation A. Grant Award: \$1,220,141.32 III. Original Grant Date: January 31, 2011 IV. Project No's.: 10-E-07 V. Amended Grant Date: February 29, 2012 Amendment 1 VI. Grant Period: Valid until June 30, 2014		
Budget Line Items	Non Recurring Items	Monthly Recurring Items	Yearly Total	Number of Occurrences	Line Item Total
Cash Reimbursement Items					
PSAP 9-1-1 Related Training	\$ -	\$ -	\$ 5,000.00	4	\$ 20,000.00
PSAP GIS Discretionary Budget	\$ -	\$ -	\$ 9,000.00	4	\$ 36,000.00
Board of Finance (BOF) Approved Items					
ATM Router & Firewall	\$ 2,980.00	\$ -	\$ -	1	\$ 2,980.00
Logging Recorder (Dec 2011 BOF)	\$33,782.00	\$ -	\$ -	1	\$33,782.00
PSAP Updates (July 2012 BOF)	\$362,019.32	\$ -	\$ -	1	\$362,019.32
Recurring Network/Circuit Items					
Network	\$ -	\$ 650.00	\$ 7,800.00	48	\$ 31,200.00
CenturyLink	\$ -	\$ 5,000.00	\$ 60,000.00	48	\$ 240,000.00
Wireless Cost Recovery	\$ -	\$ 100.00	\$ 1,200.00	48	\$ 4,800.00
Recurring Equipment Maintenance Items					
911 Equipment Maintenance	\$ -	\$ 4,200.00	\$ 50,400.00	48	\$ 201,600.00
ATM Router Maintenance	\$ -	\$ 70.00	\$ 840.00	48	\$ 3,360.00
ATM Firewall Maintenance	\$ -	\$ 75.00	\$ 900.00	48	\$ 3,600.00
Professional Service Items					
GIS Consulting Services		\$ 5,850.00	\$ 70,200.00	48	\$ 280,800.00
Next Generation Consulting	\$ -	\$ -	\$ -	0	\$ -
Grand Total					\$ 1,220,141.32



February 26, 2013

Title:

Resolution 13-14 Termination of Joint Powers Agreement for Dispatch Services Effective December 31, 2013

Summary:

Consideration and possible approval of Resolution 13-14 directing the Town Manager to notify the Village of Questa, Village of Taos Ski Valley, and Taos County that the Town will terminate the current Joint Powers Agreement for dispatch services effective December 31, 2013, and to continue to work with all of these partners to reach a new and more effective agreement.

Background:

Attachments:

Click to download

📎 [Resolution](#)



RESOLUTION 13-14

Directing the Town Manager to notify all of the signatories to the Joint-Powers Agreement for Centralized Dispatch Services that the Town will terminate this agreement on December 31 2013, and to continue working with these partners to reach a new agreement as soon as possible

WHEREAS, the Town of Taos is the fiscal agent and has been operating the centralized emergency dispatch center under a joint-powers agreement (JPA) since 1998 with the Village of Questa, Village of Taos Ski Valley, and Taos County; and

WHEREAS, the JPA was amended in 2008 to extend the expiration date until 2018; and

WHEREAS, the centralized emergency dispatch center is in great need of investment for physical improvement, personnel training and certification, job reclassification, and technological upgrading.

WHEREAS, the Town of Taos has determined that, under the current conditions, it can no longer afford to operate under the existing agreement and has communicated this concern to all of the JPA signatories; and

WHEREAS, the Town of Taos wishes to give proper notice to the JPA signatories that the Town will exercise its termination rights under the current agreement.

WHEREAS, the Town of Taos wishes to work with all the JPA signatories to reach a new, equitable and more effective agreement before it terminates the current JPA.

NOW, THEREFORE BE IT RESOLVED, by the Town Council that the Town Manager is hereby directed to provide written notice of the following to all of the signatories to the Joint-Powers Agreement:

- I. The Town will terminate the existing JPA on December 31, 2013,
- II. The Town wishes to continue working with the JPA signatories to put in place, as soon as possible, a new agreement so the services incorporated within the current JPA can continue,

III. The Town, per the provision in the current JPA imposing an automatic 7% increase in contributions from all the signatories for the current and upcoming fiscal year and will consider as a breach of the JPA causing immediate termination of the current JPA should this or any other condition or requirement of the JPA not be timely met by any of the signatories.

PASSED, ADOPTED AND APPROVED THIS 26th DAY OF FEBRUARY, 2013.

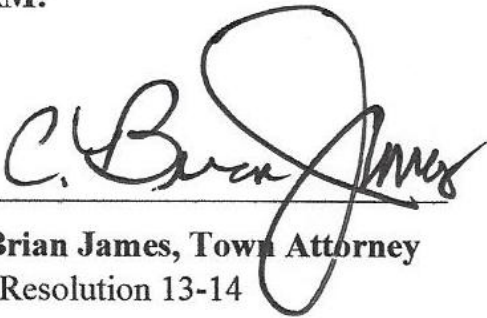
Mayor Pro Tem Andrew T. Gonzales _____
 Councilmember Rudy C. Abeyta _____
 Councilmember Michael A. Silva _____
 Councilmember Frederick A. Peralta _____

TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST: APPROVED AS TO FORM:

Renee Lucero, Town Clerk



C. Brian James, Town Attorney
 Resolution 13-14



February 26, 2013

Title:

Public Works Department Review

Summary:

Public Works Department Overview - PowerPoint presentation on the department's duties and responsibilities, the resources it manages to accomplish them, the service levels achieved, and the related issues.

Background:

This presentation represents the series of presentations that will be made to the Mayor and Council by each of the departments.

Submitted by: Francico Espinoza, Public Works Director

Attachments:

Click to download

📎 [Powerpoint Presentation](#)

Public Works Department

Departmental Overview

Member of:

American Public Works Association (APWA)

Solid Waste Association of North America (SWANA)

Water and Wastewater Association

Recycling Coalition of New Mexico

Community Transportation Association of America/New Mexico Public Transit Assoc.

Northern Pueblos Regional Planning Organization (NPRPO)

Duties and Responsibilities

Street Division

- Maintain 44 miles of paved roads
- 5.75 miles of graveled road
- Street sweeping and snow removal
- Maintain 13 parking lots

Fleet Division

- Maintain a fleet of 139
 - 72 Light trucks and sedans
 - 14 Dump and Transport trucks
 - 30 Heavy equipment
 - 23 Miscellaneous equipment

Transit Division

- Operate four programs within the division
 - Fixed route
 - Taos Ski Valley
 - Taos Express
 - ADA Handivan
- Oversee \$203,000 in capital projects
- Manage a fleet of 19
- Manage an advertising program

Duties and Responsibilities

Landfill Division

- Accept and weigh daily refuse
- Control litter on state road
- Collect methane samples
- Sample 6 monitoring water wells

Recycling Division

- Manage central collection site
- Manage sludge hauling program
- Collect recyclables from drop off locations

Resources: Street, Transit, Fleet

Streets

10 FTE 's

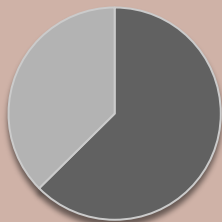
Assets

- 5 dump trucks
- 3 tractor trailers
- 1 farm tractor
- 2 street sweepers
- 1 loader
- 1 motor grader

Budget

\$875,235

Oper.
&
Maint
37%



Wages
63%

Transit

8 FTE 's, 5 PTE 's

Assets

- 17 busses
- 1 sedan
- 1 maintenance truck

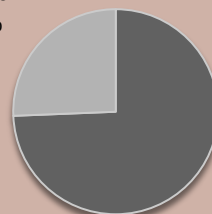
Revenue

\$603,192

Budget

\$582,870

Transit
Operating
Costs
26%



Transit
Wages
74%

Fleet Maint.

3 FTE 's

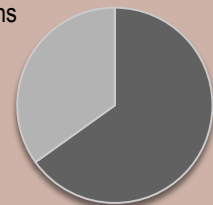
Assets

- 2 service trucks
- 2 scan machines
- 2 welders

Budget

\$171,367

Operations
35%



Wages
65%

Resources: Landfill and Recycling

Landfill

6 FTE's

Assets

- 3 trucks
- 1 water truck
- 1 roll off
- 1 scraper
- 1 compactor
- 1 motor grader

Budget

\$938,304

Revenue

\$1,218,383

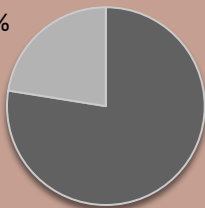
Recycling

2 FTE's, 1 PTE

Assets

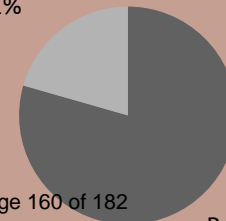
- 1 truck
- 3 bobcats
- 1 roll off truck
- Self-tie baler
- Glass Pulverizer
- Can Crusher

Oper. &
Maint.
Costs -
Recycle
22%



Oper. &
Maint.
Costs -
Landfill
78%

Revenue-
Recycle
21%



Page 160 of 182

Revenue-
Landfill
79%

Level of Service

Street Division

Surface Maintenance

- Maintain 44 miles of roadway
 - 7.56% in excellent or 3.73 miles
 - 65.7% in good condition or 28.42 miles
 - 25.10% in fair condition or 11.04 miles
 - 1.64% failed or 0.81 miles
 - 5.75 miles of graveled road

Sweeping

- Daily sweeping of historic district (3 miles)
- 3 days per week sweeping for arterials
- 2 days per week sweeping for collectors

Snow Removal

- 2" accumulation limit

Mowing

- 3 times/month on arterials
- 2 times/month on collectors

Transit Division

- 7 day service (357 days, 59,707 riders)
 - In-Town – 38,799
 - Taos Ski Valley – 15,127
 - Taos Express – 2,066
 - ADA Handi Van – 2,782
 - Special Transportation - 933

Level of Service:

Fleet Division

Preventative Maintenance

- 2 times/year on light trucks and sedans
- 1 time/year on dump and transport trucks
- 3 times/week on landfill equipment

Corrective Response

- 24/7 immediate response to emergencies
- 2 hours response to non-emergencies

Recycling Division (110 tons/month)

- 6 days/week :12 types of recyclables
 - Process 110 tons monthly
- 3 drop off points
 - 2.75 tons per month
- Weekly sludge transport (1,393 tons/year)

Landfill Division (124 tons daily)

- Weekly maintenance of service roads
- Monthly storm water management
- Daily removal of over burden gravel
- Daily litter patrol

Capacity of Landfill

- 230 acres total/ 100 acres for disposal
 - 3.1 million cubic yards
 - Estimated life 62 years

Water Wells

- Monitor 6 water wells quarterly (depth to water 234-281 feet)

Strategic Overview:

Strengths

- Cross - trained staff
- 80% of employees have commercial drivers license with passenger endorsements
- 40% of staff certified as landfill, recycling and wastewater operators
- 24-7 emergency response capability in all divisions

Weaknesses

- Increased operational costs
- Aging infrastructure and shrinking federal, state and local funding

Threats

- Aging infrastructure (streets, fleet, and buildings)
- Increasing gap between expenses and revenues

Opportunities

- Restructure rates for services offered (landfill and transit)
- New Geo Information System (GIS) program for asset management program
- Funding streams and new partnerships for future projects (Regional Transit District, consider impact fees for commercial developments)
- Design standards for future developments

Work Plan:

Strategic Focus/Priorities

- Update traffic master plan
- Improve internal tracking systems for service requests

List of Projects/Objectives

- Build upon the existing cross training program
- Update traffic master plan
- Implement an asset management program that will include:
 - Detailed Work Order System
 - Geo Information System
 - Roadway resurfacing and rehabilitation program
- Align the Public Works organizational culture with council direction



February 26, 2013

Title:

Ordinance 13-05 Annexation of Properties on Gusdorf Road

Summary:

Consideration and possible approval of an ordinance which annexes two properties located at 651 and 671 Gusdorf Road. The properties both have water and sewer infrastructure available. The Planning & Zoning Commission reviewed the application at a public hearing held on December 5, 2012 and recommends approval of the annexation.

Background:

Attachments:

Click to download

- 📎 [Ordinance 13-05](#)
- 📎 [Map for Ordinances 13-05 and 13-06](#)
- 📎 [Map for Ordinances 13-05 and 13-06](#)



ORDINANCE 13-05

AN ORDINANCE ANNEXING IN A .730+- ACRE PARCEL AND A .735+- ACRE PARCEL OF LAND AND REVISING THE MUNICIPAL BOUNDARY OF THE TOWN OF TAOS

This ordinance amends the Town of Taos Official Zoning Map to include properties located at 651 and 671 Gusdorf Road.

WHEREAS, the property owners filed a petition to annex a .730+- acre parcel and a .735+- acre parcel into the town limits of the Town of Taos; and

WHEREAS, the proposed annexation is appropriate, given the properties proposed for annexation are adjacent to Town of Taos boundaries and have Town of Taos Water and Sewer Services available to them; and

WHEREAS, the Planning and Zoning Commission have been delegated the responsibility for review of all changes to the Zoning Map, which is approved as part of the Land Use Development Code, and Ordinance of the Town of Taos; and

WHEREAS, the Town of Taos Planning and Zoning Commission held a duly published, noticed, and posted meeting and public hearing on the annexation on December 5th, 2012 and the Planning and Zoning Commission recommended to the Town Council that the two (2) parcels of land which are respectively .730+- and .735 acres in size, described in Exhibit "A" be annexed into the Town of Taos by the Town Council; and

WHEREAS, the Town Council held a duly published, noticed, and posted public hearing on February 26th, 2013 concerning the proposed annexation; and

WHEREAS, the Town Council finds that the proposed annexation meets the requirements set forth in NMSA 1978 Section 3-7-17 which states as follows:

A. Except as provided in Sections 3-7-17.1 and 3-57-4 NMSA 1978, whenever a petition:

- (1) seeks the annexation of territory contiguous to a municipality;
- (2) is signed by the owners of a majority of the number of acres in the contiguous

territory;

(3) is accompanied by a map that shows the external boundary of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the municipality; and

(4) is presented to the governing body, the governing body shall by ordinance express its consent or rejection to the annexation of such contiguous territory.

B. If the ordinance consents to the annexation of the contiguous territory, a copy of the ordinance, with a copy of the plat of the territory so annexed, shall be filed in the office of the county clerk. After the filing, the contiguous territory is part of the municipality. The clerk of the municipality shall also send copies of the ordinance annexing in the territory and of the plat of the territory so annexed to the secretary of finance and administration and to the secretary of taxation and revenue.

C. Within thirty days after the filing of the copy of the ordinance in the office of the county clerk, any person owning land within the territory annexed to the municipality may appeal to the district court questioning the validity of the annexation proceedings. If no appeal to the district court is filed within thirty days after the filing of the ordinance in the office of the county clerk or if the court renders judgment in favor of the municipality, the annexation shall be deemed complete.

WHEREAS, the land sought to be annexed is contiguous to present boundaries of the Town of Taos; the annexation petition in this case was submitted and signed by the owners of the 100% of the acres sought to be annexed; the annexation petition was accompanied by a map showing the land sought to be annexed; and

WHEREAS, the Town of Taos Town Council finds the annexation that the land sought to be annexed would be beneficial to the Town of Taos,

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Taos, meeting in Regular Session this 26th day of February, 2013, and after having held a public hearing on the matter that the following Ordinance is hereby adopted, approved and ratified:

Two (2) parcels of land which are respectively .730+- and .735 acres in size, described in Exhibit "A", and located respectively at 651 and 671 Gusdorf Road are hereby annexed in to the Town of Taos;

Town of Taos Ordinance 06-21 and the LAND USE DEVELOPMENT CODE, Ordinance 99-05, are amended accordingly.

This ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, AND APPROVED this 26th day of February, 2013 by the following vote:

Councilmember Rudy C. Abeyta	_____
Councilmember Frederick A. Peralta	_____
Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Michael A. Silva	_____

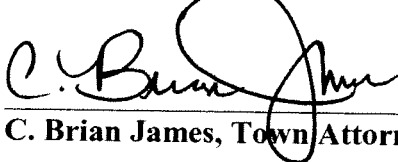
TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

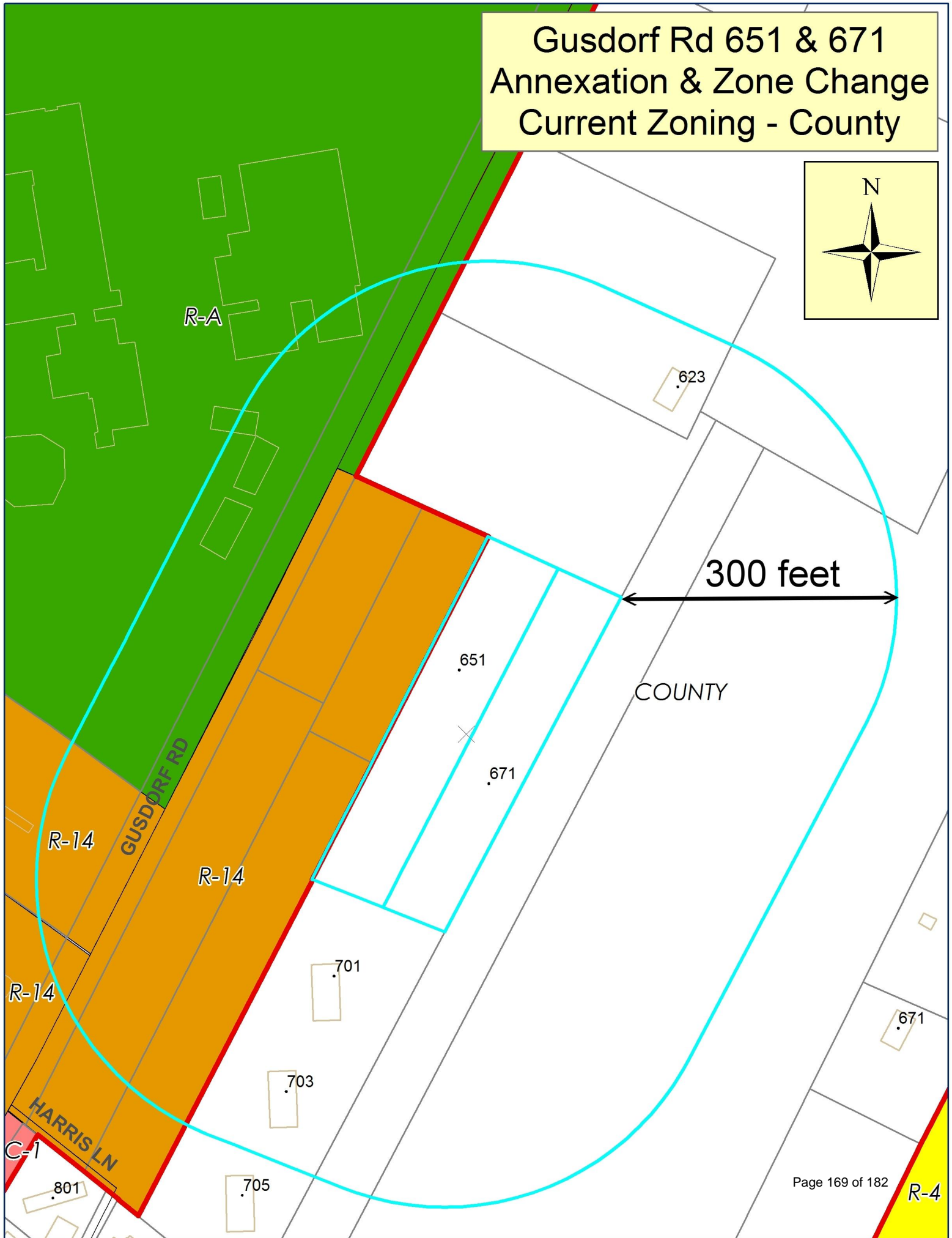
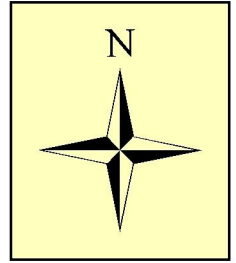
Renee Lucero, Town Clerk

APPROVED AS TO FORM

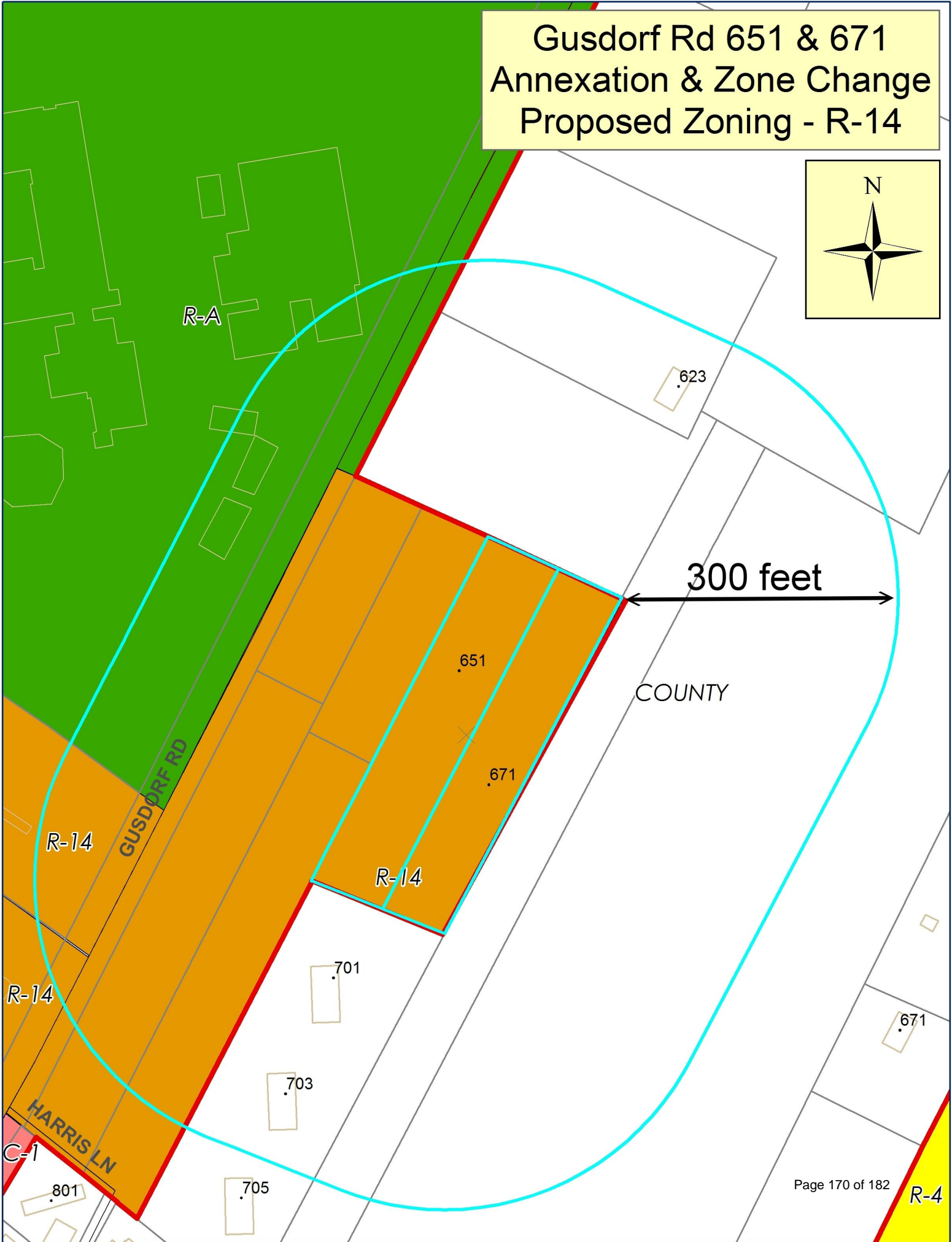
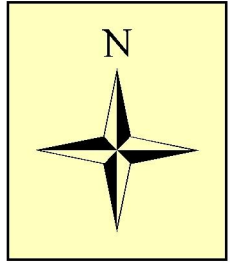


C. Brian James, Town Attorney

Gusdorf Rd 651 & 671 Annexation & Zone Change Current Zoning - County



Gusdorf Rd 651 & 671 Annexation & Zone Change Proposed Zoning - R-14





February 26, 2013

Title:

Ordinance 13-06 Zone Change of Properties on Gusdorf Road

Summary:

Consideration and possible approval of an ordinance to amend the Town of Taos Official Zoning Map with respect to properties located at 651 and 671 Gusdorf Road. These properties would be zoned from Taos County Rural Area to R-14 (Multi-Family Residential). The Planning & Zoning Commission reviewed the application at a public hearing held on December 5, 2012 and recommends approval of the annexation.

Background:

Attachments:

Click to download

- 📄 [Ordinance 13-06](#)
- 📄 [Staff Report for Ordinances 13-05 and 13-06](#)



ORDINANCE 13-06

AN ORDINANCE AMENDING TOWN OF TAOS ORDINANCE 06-21 OFFICIAL ZONING MAP OF THE TOWN OF TAOS AND ORDINANCE 99-05, THE TOWN OF TAOS LAND USE DEVELOPMENT CODE

This ordinance amends the Town of Taos Official Zoning Map with respect to properties located at 651 and 671 Gusdorf Road.

WHEREAS, the property owners filed a petition to change the zone on a .730+- acre parcel and a .735+- acre parcel which are currently zoned County Rural Area to R-14 Multi-Family Residential; and

WHEREAS, the proposed rezoning is appropriate given the existing zones in the vicinity of the subject properties; and

WHEREAS, the Planning and Zoning Commission have been delegated the responsibility for reviewing all changes to the Zoning Map, which is approved and incorporated into the Land Use Development Code, a Town Ordinance and was most recently adopted by and is part of Ordinance 06-21 of the Town of Taos; and

WHEREAS, the Town of Taos Planning and Zoning Commission held a duly published, noticed, and posted meeting and public hearing on the zone change on December 5th, 2012 and the Planning and Zoning Commission then recommended that such an amendment to the zoning map as described in Exhibit "A" be approved by the Town of Taos Town Council; and

WHEREAS, the Town Council held a duly published, noticed, and posted public hearing on February 26th, 2013 for the purpose of taking evidence relative to, considering, and deliberating upon the present zone change ordinance; and

WHEREAS, the Town Council finds that the proposed zone change meets the requirements set forth in Section 16.12.060.2 of the Town of Taos Land Use Development Code as follows:

1. The amendment is consistent with the direction and intent of the existing town of Taos Master Plan
2. The amendment is consistent with the purpose and intent of town of Taos zoning regulations;
3. The amendment to this title is consistent with the existing land use in the affected neighborhood;
4. The benefit to the neighborhood will outweigh any potential adverse impact upon the surrounding properties;
5. The amendment to this title will not create a danger to the public health, safety, or welfare, nor cause an extraordinary public expense, or create a nuisance; and
6. The amendment is justified by the fact that the original zoning was in error, by change in condition in the vicinity, or by change in the town of Taos overall development policy. (Ord. 10-07, 2010; Ord. 99-05, 1999); and

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Taos, meeting in Regular Session this 26th day of February, 2013, and after having held a public hearing on the matter on the same date, and after having reviewed the recommendations made by the Planning and Zoning Commission and considered all of the evidence presented to it, that this Ordinance is hereby adopted, approved, and ratified:

Town of Taos ZONING MAP promulgated by Ordinance 06-21 and the Town of Taos LAND USE DEVELOPMENT CODE, Ordinance 99-05, are hereby amended as follows:

1. A zone change of the subject properties from County Rural Area to R-14 Multi-Family Residential is approved. The properties that are subject to this proposed zone change are located at 651 and 671 Gusdorf Road within the town limits of Taos, New Mexico, and is more particularly described in the attached Exhibit A, and consists of a combined total of 1.465+- acres, more or less.

This ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, AND APPROVED this 26th day of February, 2013 by the following vote:

Councilmember Rudy C. Abeyta	_____
Councilmember Frederick A. Peralta	_____
Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Michael A. Silva	_____

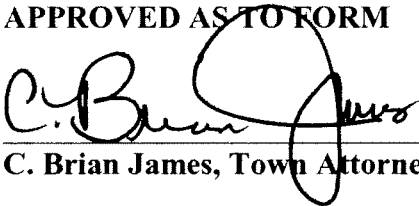
TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



C. Brian James, Town Attorney



**STAFF REPORT TO THE TOWN OF TAOS TOWN COUNCIL
PLANNING, ZONING, AND BUILDINGS DEPARTMENT**

I. General Data:

Project Name: Annexation and Zone Change

Application: ANX/ZC 2012-01

Agent: Loretta Robledo

Owners: Francis C. Montoya/Loretta Robledo

Location: Gusdorf Road

Request: This is a request to annex in a .730+-acre and a .735+- acre parcel into the town limits of the Town of Taos. Concurrent with this annexation request the Applicants are requesting a zone change on the subject parcels to R-14 Multi-Family Residential from its current designation as County Rural Agricultural.

Hearings: This is the final public hearing before the Town of Taos Town Council that is being held on these annexation and zone change requests.

Recommendation: Staff recommends that the Town of Taos Town Council **approve** the annexation and zone change requests.

II. Site Data:

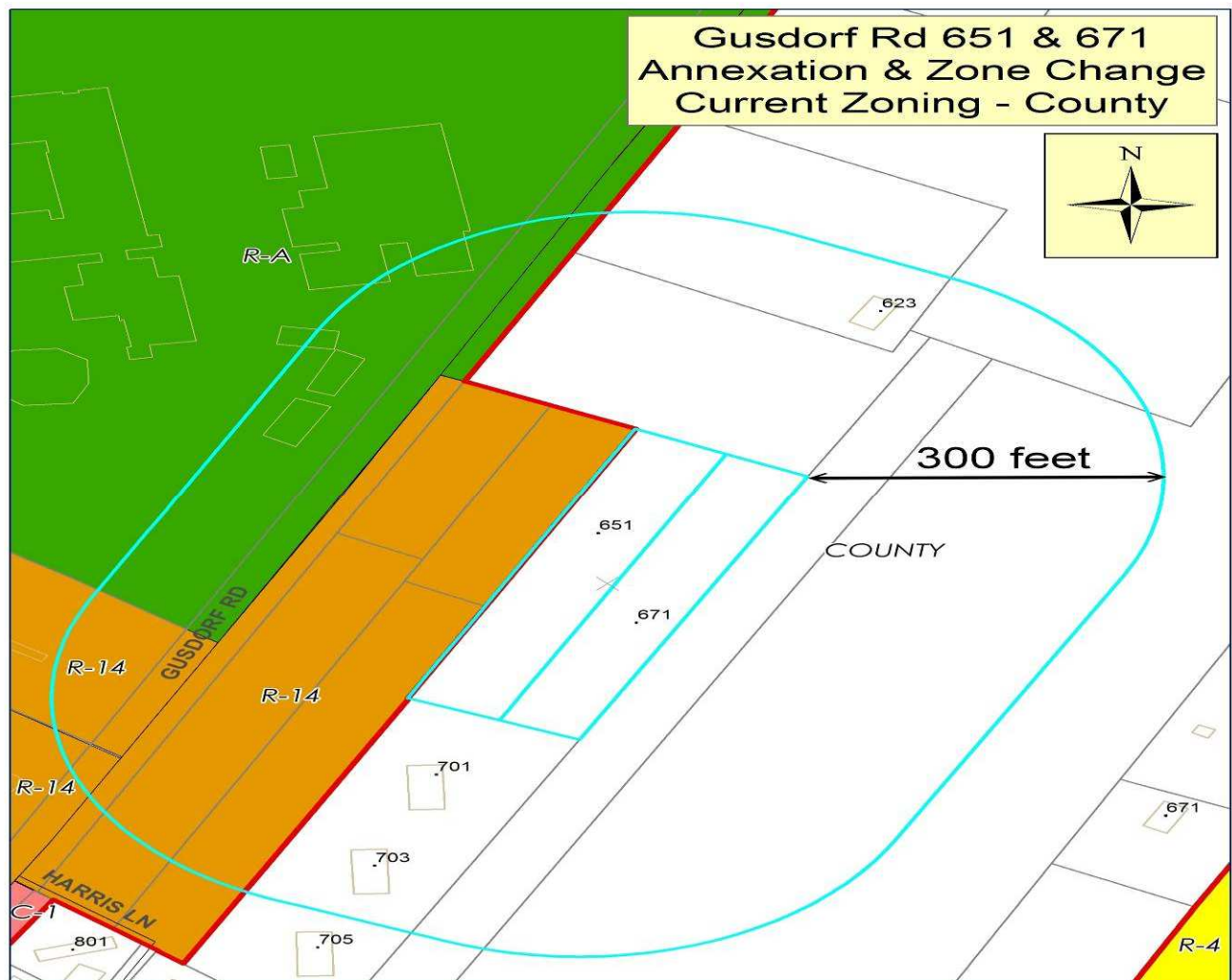
Site Area: 1.465+-acres

Existing Land Use: Vacant

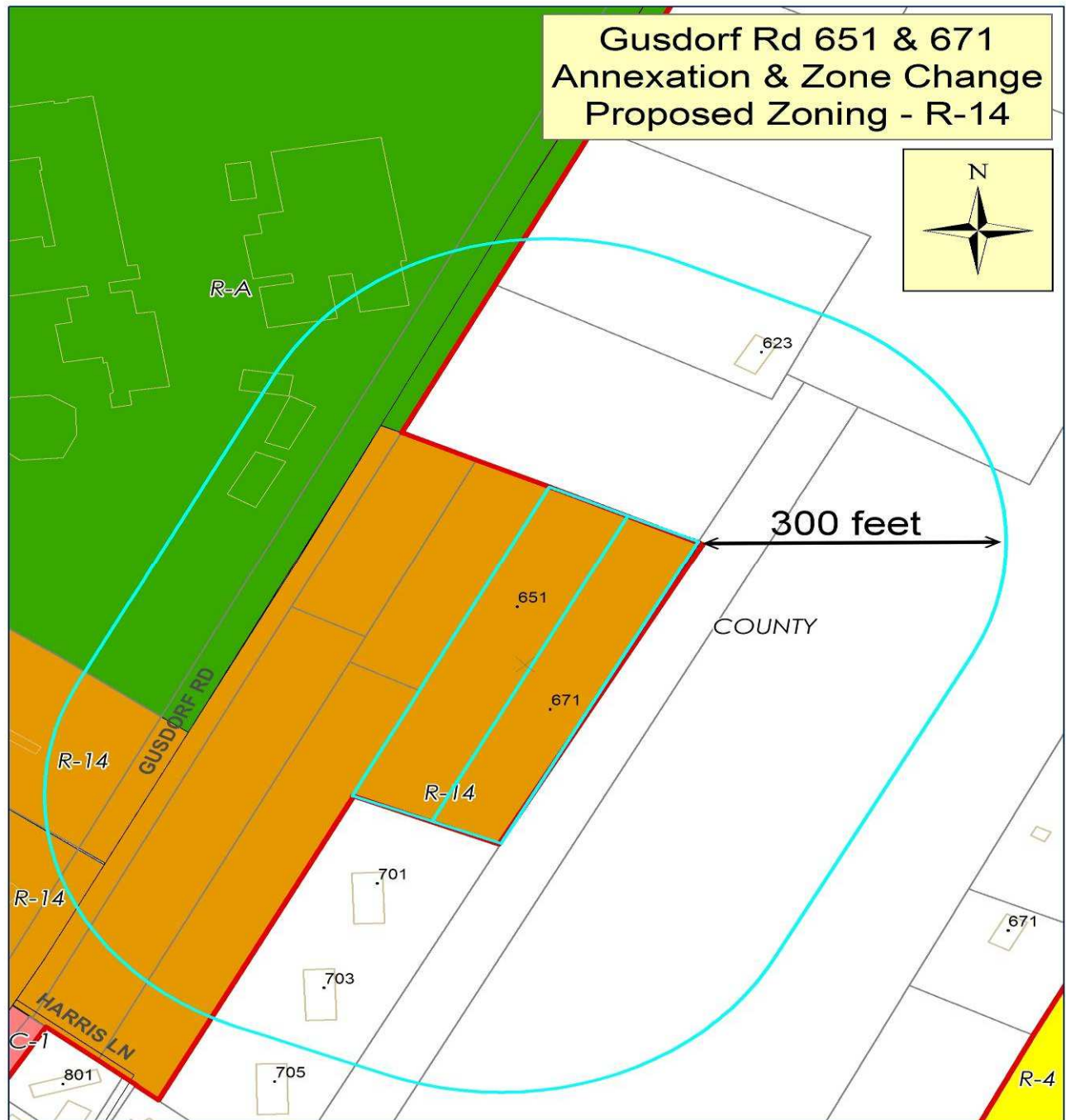
Existing Zoning: County Rural Agricultural

	Existing Zoning	Existing Land Use
Site	County Rural Agricultural	Vacant
North	County Rural Agricultural	Vacant
South	R-6 Residential	Single Family Residential
East	County Rural	Single Family Residential
West	R-14 Multi-Family Residential	Vacant

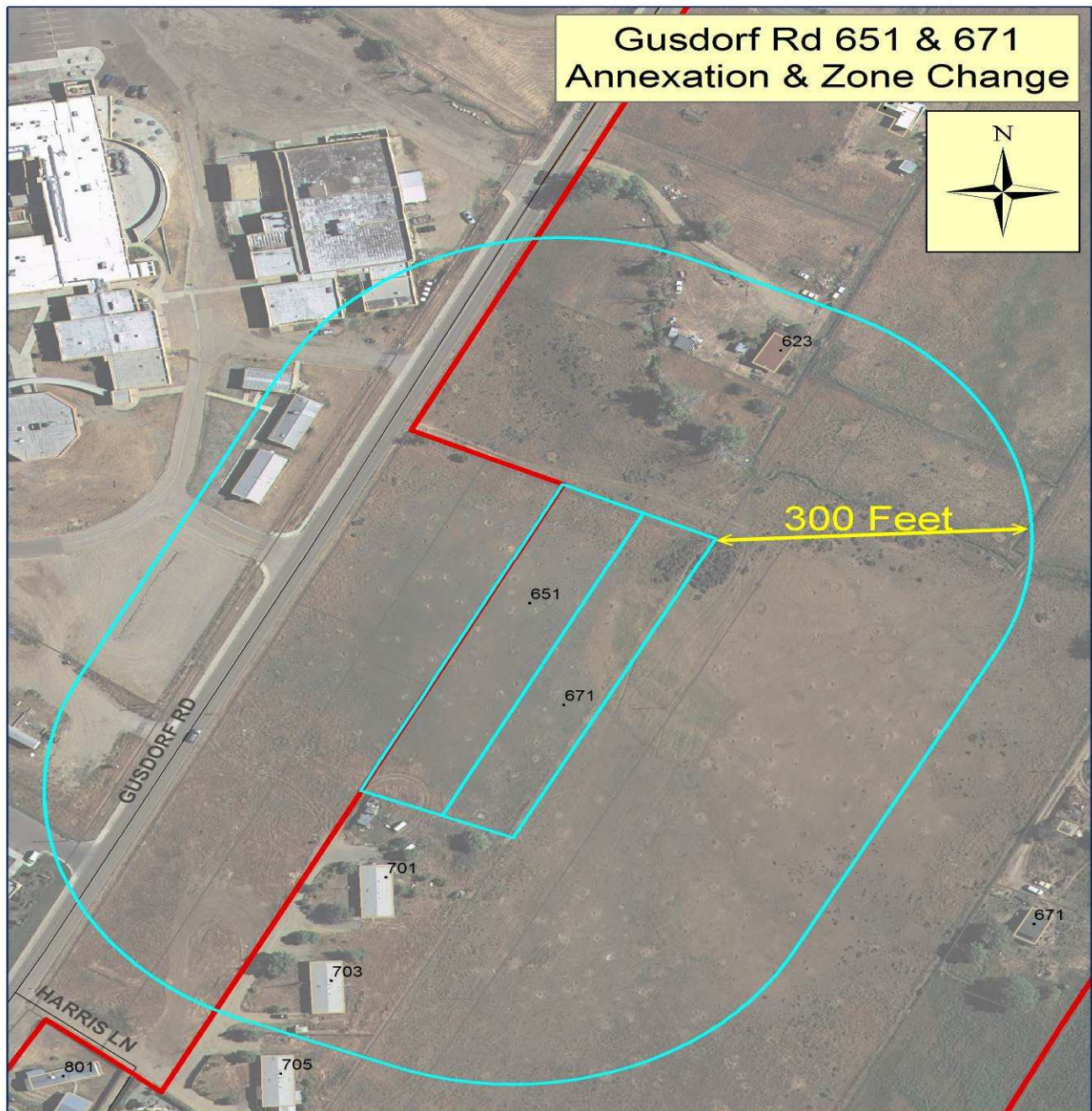
Existing Zoning Map with 300 foot buffer



Proposed Zoning Map with 300 foot buffer



Aerial Photo



III. Intent of Petition

The Applicants are requesting approval to annex in a .730+- acre and a .735+- acre parcel into town limits. In addition to the annexation, the Applicants are requesting that the two (2) parcels be given the zoning designation of R-14 Multi-Family Residential.

IV. History:

The Town of Taos Planning and Zoning Commission held the following public hearings on the Applicants' requested annexation and zone change:

- 1) A preliminary public hearing was held on these annexation and zone change requests at the regularly scheduled November 7th, 2012 Commission meeting.
- 2) A final public hearing was held on these annexation and zone change requests at the regularly scheduled December 5th, 2012 Commission meeting. At this hearing the Planning and Zoning Commission voted to recommend to the Town of Taos Town Council that the .730+- acre and the .735+- acre parcels of land being annexed in to the town's municipal boundaries with the zoning designation of R-14 Multi-Family Residential.

V. Analysis:

This is a final public hearing before the Town of Taos Town Council on two requests which are stated as follows:

- 1) The Applicants are requesting that the .730+- acre and .735+- acre parcels they own be annexed into the town limits of the Town of Taos.
- 2) Concurrently with their annexation request, the Applicants are requesting a zone change on the subject parcels from their current designation of County Rural Agricultural to R-14 Multi-Family Residential.

As of the date of the writing of this report on these annexation and zone change applications, staff has no additional information for the town council to consider. What follows is staff's analysis that was presented to the Commission at the preliminary and final public hearings on these requests.

Annexation

In order for the Applicants to receive approval on the requested annexation, the criteria of New Mexico Statute Section 3-7-17.1, which states

"A. Except as provided in Sections 3-7-17.1 and 3-57-4 NMSA 1978, whenever a petition:

- (1) seeks the annexation of territory contiguous to a municipality;*
- (2) is signed by the owners of a majority of the number of acres in the contiguous territory;*

- (3) *is accompanied by a map that shows the external boundary of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the municipality; and*
- (4) *is presented to the governing body, the governing body shall by ordinance express its consent or rejection to the annexation of such contiguous territory.*
- B. *If the ordinance consents to the annexation of the contiguous territory, a copy of the ordinance, with a copy of the plat of the territory so annexed, shall be filed in the office of the county clerk. After the filing, the contiguous territory is part of the municipality. The clerk of the municipality shall also send copies of the ordinance annexing the territory and of the plat of the territory so annexed to the secretary of finance and administration and to the secretary of taxation and revenue.*
- C. *Within thirty days after the filing of the copy of the ordinance in the office of the county clerk, any person owning land within the territory annexed to the municipality may appeal to the district court questioning the validity of the annexation proceedings. If no appeal to the district court is filed within thirty days after the filing of the ordinance in the office of the county clerk or if the court renders judgment in favor of the municipality, the annexation shall be deemed complete”.*

must be met. The portions of the above stated criteria which apply to the Applicants' requests and which were evaluated by the Commission and analyzed by Staff are as follows:

“Section 3-7-17.1 section (A)(1): *Except as provided in Sections 3-7-17.1 and 3-57-4 NMSA 1978, whenever a petition: (1) seeks the annexation of territory contiguous to a municipality*”

As referenced in the map and photos in this report the two (2) parcels that the Applicants are requesting to be annexed into the town limits of the Town of Taos are immediately adjacent to town boundaries. Therefore this criterion has been met by the Applicants.

“Section 3-7-17.1 section (A)(2): *Except as provided in Sections 3-7-17.1 and 3-57-4 NMSA 1978, whenever a petition: is signed by the owners of a majority of the number of acres in the contiguous territory*”

The Applicants meet the criterion of this section by the filing of annexation and zone change applications with the Town of Taos's Planning, Zoning, and Buildings Department and by following the administrative procedures for the requested annexations and zone changes.

“Section 3-7-17.1 section (A)(3): *Except as provided in Sections 3-7-17.1 and 3-57-4 NMSA 1978, whenever a petition: is accompanied by a map that shows the external boundary of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the municipality*”

Please refer to the maps contained at the beginning of this report which was taken from the Town of Taos's Geographic Information Systems Database that satisfies this criterion.

Proposed Amendment to the Official Zoning Map of the Town of Taos

In order for the Applicants to receive approval from the Town of Taos Town Council for the requested zone change on the subject parcels which are requested to be annexed in the criteria of section 16.12.060.2 of the Town of Taos Land Use Development Code (LUDC) must be met. What follows is Staff's analysis of this criteria:

"16.12.060.2 subsection (A)(1): The amendment is consistent with the direction and intent of the existing town of Taos master plan"

The currently approved Vision 2020 Master Plan under Section II/Land Use/Scenario 3 encourages the creation of zones such as R-14 Multi-Family Residential which allow for higher density development where there is existing infrastructure in place to support it.

"16.12.060 subsection (A)(2): The amendment is consistent with the purpose and intent of town of Taos zoning regulations"

The proposed zoning for the two (2) subject parcels is consistent with this criterion due to the fact no legal issues regarding spot zoning will arise due to the existence of R-14 Multi-Family Residential zoning within the 300 foot public hearing notification area of the subject property.

"16.12.060 subsection (A)(3): The amendment to this title is consistent with the existing land use in the affected neighborhood"

The two (2) parcels that the Applicants want designated as R-14 Multi-Family Residential are currently undeveloped as is the property which is immediately adjacent to it that has a current zoning designation of R-14 Multi-Family Residential. Additionally, a high density development in an R-14 Multi-Family Residential zone (i.e. Tierra Montosa Apartments) does exist within the 300 foot public hearing notification area of the subject property. Therefore any future development of the subject properties that are approved as permitted uses would be compatible with existing land uses.

"16.12.060 subsection (A)(4): The benefit to the neighborhood will outweigh any potential adverse impact upon the surrounding properties"

The benefit to the neighborhood will outweigh any potential adverse impacts upon the surrounding properties due to the following reasons:

- 1) The proposed zoning designation of R-14 Multi-Family Residential for the subject properties already exists within their 300 foot public hearing notification area.
- 2) The proposed zoning of R-14 Multi-Family Residential will increase the availability of land which allows high density development as a permitted use where the existing water and sewer

infrastructure supports it.

“16.12.060 subsection (A)(5): The amendment to this title will not create a danger to the public health, safety, or welfare, nor cause an extraordinary public expense, or create a nuisance”

The proposed zone change on the two (2) subject properties will not create a danger to the public health, safety, or welfare for the following reasons:

- 1) As of the date of the writing of this report, Staff has not received any verbal, written, or electronic communications from property owners within the 300 foot public hearing notification area opposing or expressing any concerns regarding the Applicants' proposed zoning designation for their properties.
- 2) The proposed zoning designation already exists within the immediate vicinity of the subject properties and no problems have been documented by Staff as it relates to the properties with the existing R-14 Multi-Family Residential Zoning designation.

With regards to the requested zone change causing an extraordinary public expense, the existing water and sewer infrastructure is in place which would support any permitted, conditional, or special uses that R-14 Multi-Family regulations delineate. In addition, any expenses related to future development on the subject properties which would require the use of the town's existing infrastructure will be borne by the property owners. Staff foresees no nuisances being created should the Town of Taos Town Council make the determination to approve the requested zone change due to the reasons stated under items #1 and #2 in this section.

“16.12.060 subsection (A)(6): The amendment is justified by the fact that the original zoning was in error, by change in condition in the vicinity, or by change in the town of Taos overall development policy”

The Applicants meet the criterion of this section due to the fact that there was a change in the Town of Taos's overall development as delineated in the currently approved Vision 2020 Master Plan. In particular, the option stated in Section II/Land Use/Scenario 3 of this master plan encourages the creation of zones such as R-14 Multi-Family Residential which allow for higher density development where there is existing infrastructure in place to support it.