



**AGENDA**  
**August 26, 2013**  
**Regular Meeting**

**Town Council Chambers - 120 Civic Plaza Drive**  
**6:30 PM**

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- 1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF AGENDA**
- 5. 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.**
- 6. MATTERS FROM STAFF**
  - A. **Presentation from Taos Municipal School District**  
Taos Municipal School District will give a presentation regarding development plans around Enos Garcia Elementary School.
  - B. **Renewal of Contract with Griffin and Associates**  
Consideration and possible approval of a one-year renewal of Contract TT-14-28 with Griffin and Associates in the amount of \$398,000 inclusive of gross receipts tax for tourist marketing services.
  - C. **Grant Application for Rural Transportation Services**  
Consideration and possible approval of an application for financial assistance under the USC Section 5311 of the Federal Transit Act for Rural Transportation Services estimated at \$706,258 for Federal Fiscal Year 2014-2015 (October 1, 2014 to September 30, 2015).
  - D. **Financial Update**  
Presentation of the monthly financial report for the period ending July 31, 2013.

E. **Resolution 13-40 Declaration of Town Surplus Property**

Consideration and possible approval of Resolution 13-40; approving the disposition of electronics, vehicles, miscellaneous equipment and materials owned by the Town of Taos pursuant to NMSA Section 3-54-2-A.

**7. PUBLIC HEARINGS**

A. **Ordinance 13-12 Panhandling Ordinance**

Consideration and possible approval of Town of Taos Ordinance 13-12; an Ordinance related to panhandling on public property; amending the definition of panhandling to include non-vocal solicitations; and amending the regulations for panhandling on public property.

**8. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

**9. ADJOURNMENT**

- *To request details on an agenda item please contact the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005.*
- *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. You may also view the agenda and the agenda packet at <http://public.taosgov.com/>.*



**August 26, 2013**

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**Title:**

Presentation from Taos Municipal School District

**Summary:**

Taos Municipal School District will give a presentation regarding development plans around Enos Garcia Elementary School.

**Background:**

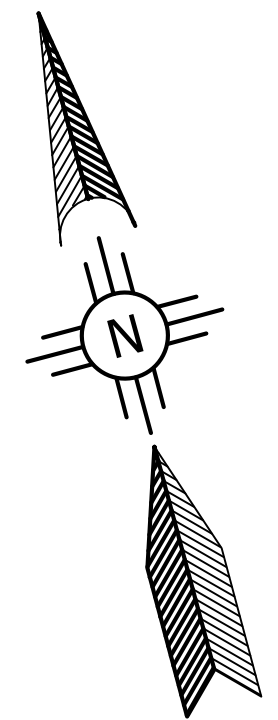
Submitted by Oscar Rodriguez, Town Manager.

**Attachments:**

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TOWN OF TAOS  
TAOS MUNICIPLE SCHOOLS  
**ENOS GARCIA SITE DEVELOPMENTS**  
PROJECT LOCATION

**SITE PLAN**

**Abeyta Engineering, Inc.**

CHECKED: ARA	DATE: AUG, 2013	ENGR'S. FILE NO.	SHEET NO.
DRAWN: ABH	SCALE: 1"=40'	1325	1





**August 26, 2013**

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**Title:**

Renewal of Contract with Griffin and Associates

**Summary:**

Consideration and possible approval of a one-year renewal of Contract TT-14-28 with Griffin and Associates in the amount of \$398,000 inclusive of gross receipts tax for tourist marketing services.

**Background:**

This is the first renewal and constitutes the second year. The terms and conditions of the contract will remain the same.

The Scope of Work states the Contractor shall provide the following services: Market and advertise Taos, New Mexico, coordinate and arrange meetings with stakeholders. All activities shall be in accord with Contractor's submission to Town of Taos RFP #10-11-15. The contract amount is \$398,000 including gross receipts tax. The current contract expires June 30, 2013 and is renewable but may not exceed a total period of four years. This would be the first renewal and would constitute the second year.

**Attachments:**

Click to download

- 📎 [Contract](#)
- 📎 [Objectives and Results](#)
- 📎 [Charts](#)



## TOWN OF TAOS PROFESSIONAL SERVICE CONTRACT TT-14-28

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This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Griffin and Associates** (hereinafter "CONTRACTOR") effective on July 1, 2013.

**WHEREAS**, the TOWN has found it necessary and desirable to retain the services of CONTRACTOR to provide the services as identified herein; 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: Market and advertise Taos, New Mexico, coordinate and arrange meetings with stakeholders. All activities shall be in accord with Contractor's submission to Town of Taos.

B. Services will be performed at: **119 Dartmouth St. SE, Albuquerque, NM.**

C. Performance Measures/Deliverables. CONTRACTOR will provide the Town with the following specific deliverables and/or shall perform in accordance with the following specific performance measures:

- Increase by 1.45% over FY 2012-2013 total Town of Taos Lodgers' Tax, including delinquent payments owed to the Town, as reported in the Monthly Town Lodgers' Tax Reports.
- Increase the total number of outside earned media spots featuring Taos in media markets and/or online audiences of at least 500,000 by 5% over FY 2012-2013
- Increase by 10% over FY 2012-2013 the number of unique visitors to TAOS.org.

2. Contact Person, Address & Phone.

A. CONTRACTOR'S contact person for this contract is: **Joanie Griffin.**

B. The address and phone number is:

**Griffin and Associates**  
**119 Dartmouth St. SE in Nob Hill**  
**Albuquerque, NM 87102**  
**(505)764-4444 ext. 222**  
**(505)764-8636 Fax**

3. Term. This contract shall terminate June 30, 2014 unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

**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 **\$398,000.00**. **This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.**

B. The total amount for such services under this Contract, including gross receipts tax and any allowed expenses, shall not exceed \$398,000.00.

C. The following expenses, at a maximum total amount of \$ N/A will be allowed under this contract.

D. Maximum Contract amount including GRT: \$398,000.00

The total maximum contract amount including taxes at the above rate and any expenses: **\$398,000.00**. If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

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

F. CONTRACTOR must submit a detailed [monthly or other interval] statement accounting for all services performed and expenses incurred. If the TOWN finds that the

services or expenses are not acceptable, within thirty days after the date of receipt of the written statement from the Contractor requesting payment, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the TOWN that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the TOWN'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The TOWN shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

G. 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.C 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.C 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 OF TAOS**

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

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

**ATTEST:**

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

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

**ACCOUNTING APPROVAL:**

\_\_\_\_\_  
Marietta S. Fambro, Finance Director  
*Budget Line Item: 24-17-44005*

\_\_\_\_\_  
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, Town Attorney

8/7/2013  
\_\_\_\_\_  
Date signed

## Taos Tourism Marketing Objectives & Results

Objective	FY09	FY10	FY11	FY12	FY13	FY14 objectives
Lodgers Tax	896,866	875,452	926,695*	893,205	\$928,595**	\$942,049***
US Travel Assoc. Forecasts	-.04%	-2.8% Taos actual -2.3%	+3.5% Taos actual 5.8%	+1.9% Taos actual -3.6%	+1.4% Taos actual 3.9%	1.45%
A-list Media Placement	52	127	65	68	87	92
Unique Web Visitors	168,183	159,439	157,189	181,326	302,309	332,530

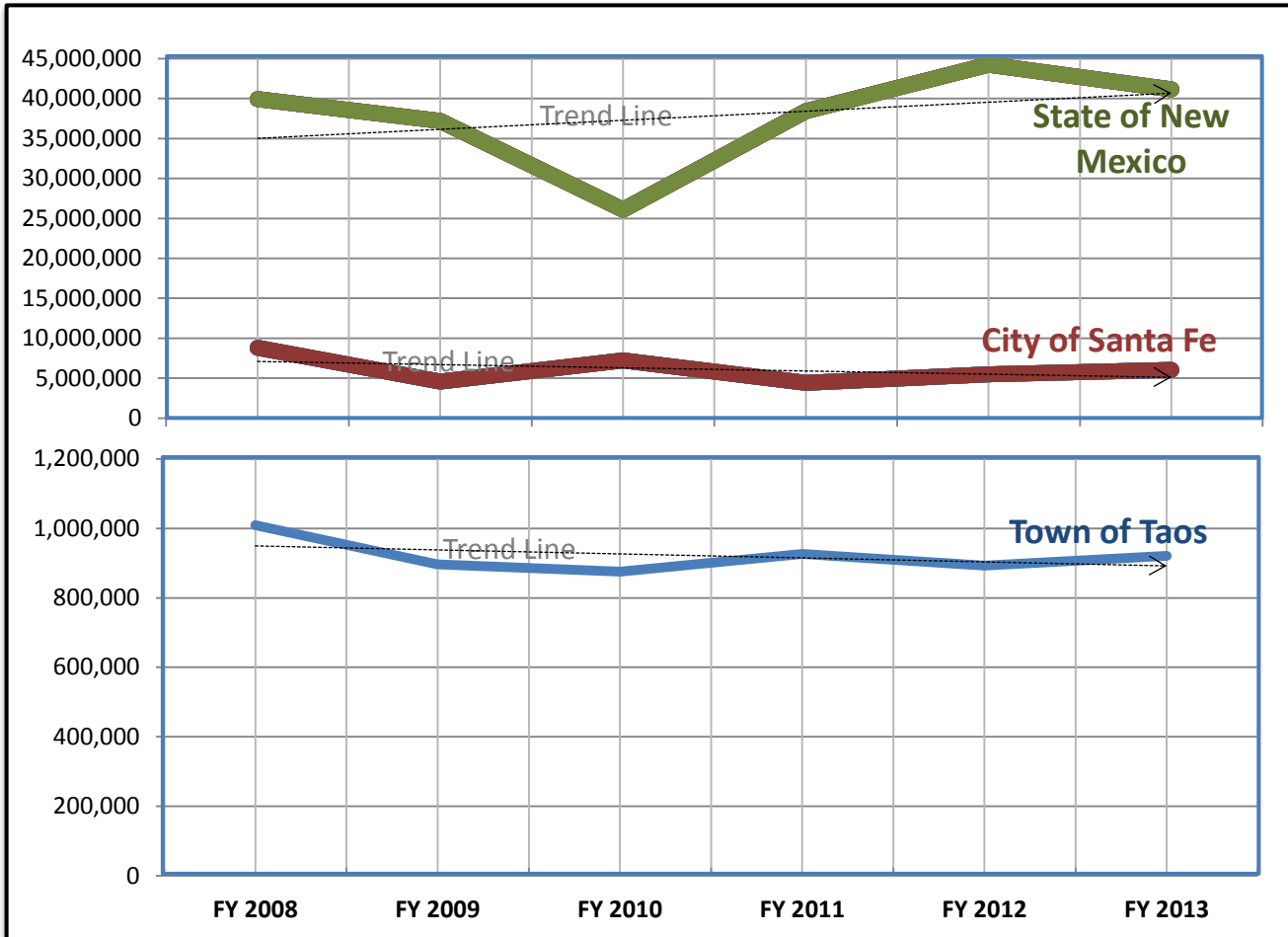
\* This unusual bump in lodgers tax was due largely to Courthouse and Road Construction. It created an unrealistic bump of 5.8% in FY 11 and then decrease of 3.6% in FY 12.

\*\* The projected number includes what has been reported and is owed by lodgers to the Town of Taos

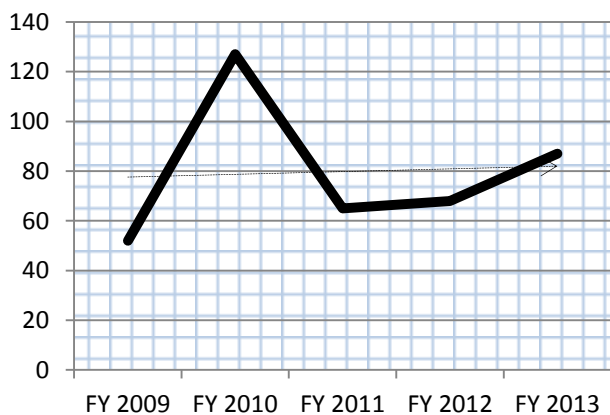
\*\*\* This number will be finalized after June's Lodgers Tax numbers are official



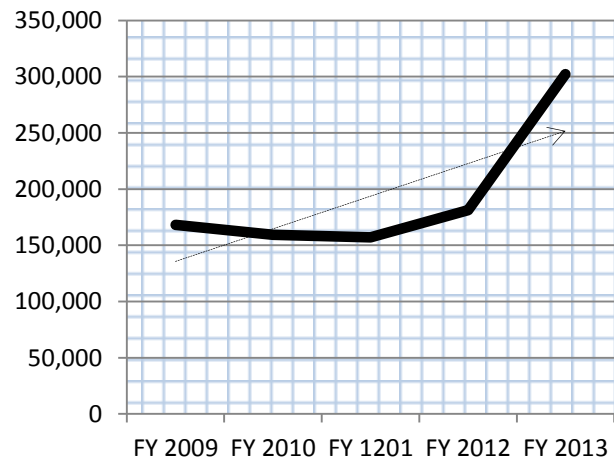
### Lodger's Tax FY 2008-2013: \$'s Millions



### Stories About Taos in Media Markets of 500,000 Pop.



### Unique Visits to [Taos.org](http://Taos.org)





**August 26, 2013**

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**Title:**

Grant Application for Rural Transportation Services

**Summary:**

Consideration and possible approval of an application for financial assistance under the USC Section 5311 of the Federal Transit Act for Rural Transportation Services estimated at \$706,258 for Federal Fiscal Year 2014-2015 (October 1, 2014 to September 30, 2015).

**Background:**

The application is submitted on an annual basis and is the primary funding source for the Public Transportation operations of the Town of Taos. The federal match is \$428,669 and the Town's match is \$277,589. These monies will be budgeted for in the Town of Taos's 2014-2015 annual budget. This grant provides for continued administrative and operating support for the Chile Line, Handivan, Seasonal Taos Ski Valley and Taos Express services for October 1, 2014 through September 30, 2015. Included in the application is a request for Capital funding for the construction of seven (7) bus stops along the fixed route.

**Attachments:**

Click to download

📎 [5311 Grant Application](#)



# FY 15 APPLICATION

## Section 5311 Rural Public Transit

### October 1, 2014 - September 30, 2015

#### I. Applicant Information

Organization/ Agency:	Town of Taos
Contact Person Name and Title:	Delilah D. Garcia, Transit Superintendent
Mailing Address:	400 Camino de La Placita
City, State, ZIP:	Taos, NM 87571
Physical Address:	1032 Dea Lane
Phone and Cell Number:	575.751.4459 (w) 575.770.0520 (c)
FAX Number:	575.751.2049
E-mail Address: (Required)	<a href="mailto:dgarcia@taosgov.com">dgarcia@taosgov.com</a>
Regional Planning Organization: (circle one)	<div style="display: flex; justify-content: space-around; align-items: center;"> <span>NERPO</span> <span><b>NPRPO</b></span> <span>SERPO</span> <span>SWRPO</span> </div> <div style="display: flex; justify-content: space-around; align-items: center;"> <span></span> <span>NWRPO</span> <span>SCRPO</span> </div>
Applicant Signature and Date Signed:	
Please Print Name and Title	Delilah D. Garcia, Transit Superintendent
DUNS Number	122866882

#### II. Summary of Budget Request

Please enter the dollar amount of your application request (Administration, Operating, and Capital)

in the appropriate column below. This information should come directly from the budget pages in Section III of this application.

	Total	Federal Share	Local Share
Administrative (80/20)	<b>*153,800</b>	\$123,040	\$30,760
Operating (50/50)	<b>**454,458</b>	\$227,229	\$227,229
◆ Capital (80/20)	<b>***98,000</b>	\$78,400	\$19,600
<b>TOTAL</b>	<b>\$706,258</b>	<b>\$428,669</b>	<b>\$277,589</b>

**Capital Breakdown**

	Total	Federal Share	Local Share
Capital to Subgrantee	\$98,000	\$78,400	\$19,600
Capital to Vendor			
List vendor if utilizing Capital to Vendor (if applicable)			
◆ TOTAL should equal 'Capital' amt. above	\$98,000	\$78,400	\$19,600

**Capital to Vendor** – When you purchase capital using a state approved price agreement. You will make a check to the awarded vendor for the 20% local share, and send the check to NMDOT's Transit and Rail Division. At delivery, your check is given to the vendor, and NMDOT is billed for the difference.

**Capital to Subgrantee** – When you purchase any approved capital item that is not on a state price agreement, including large buses, radios, and other requested capital. You will initially pay 100% of the purchase. Upon submitting the appropriate documentation to the Transit and Rail Division, you will be reimbursed 80%.  
**THIS IS NOT AVAILABLE FOR NON-PROFIT ORGANIZATIONS**

### III. Financial Information

#### A) ADMINISTRATIVE BUDGET

Please justify any line item greater than 20% or if no item is greater than 20% indicate "NONE" in space provided below.


#### ELIGIBLE ADMINISTRATIVE COSTS:

ITEM DESCRIPTION	2013 ACTUAL EXPENDITURES	2014 APPROVED BUDGET	2015 PROJECTED EXPENDITURES
1-01-00 Salaries and Wages			
1-01-05 Director	\$38,200	\$39,000	\$39,000
1-01-10 Managers			
1-01-12 Financial Manager			
1-01-15 Clerical Support Staff			
1-01-20 Accounting Staff			
1-01-25 Administrative Assist.	\$28,000	\$28,000	\$28,000
1-01-30 Village Administrator			
1-01-35 CFO			
1-01-40 Salary Adjustments			
1-01-45 Chief Exec. Officer			
1-01-50 Transp. Coordinator			



1-01-55 Public Works Dir.			
1-01-60 Janitor			
1-01-65 Temporary			
1-02-00 Fringe Benefits	\$27,362.08	\$27,000	\$27,000
1-02-05 FICA			
1-02-10 PERA Retirement			
1-02-15 Health Insurance			
1-02-20 Unemployment Ins.			
1-02-25 Workman's			
1-02-30 Other Fringe Benefits			
1-03-00 Communications			
1-03-05 Fax Machine			
1-03-10 Internet Subscription Services	\$2,400	\$7,000	\$7,000
1-03-15 Postage	\$250	\$150	\$150
1-03-20 Telephone			
1-03-25 Cell Phone	\$1,000	\$1,800	\$1,800
1-03-30 Radio			
1-03-35 Repeater Fees			
1-04-00 Contractual Services			
1-04-05 Audit			
1-04-10 Advertising	\$8,000	\$9,000	\$10,000
1-04-15 Equipment Rental			
1-04-20 Contractual Services- Other			
1-04-25 Contractual Services- Janitorial			
1-05-00 Dues and Subscriptions			
1-05-05 NMPTA	\$150	\$200	\$200
1-05-10 SWTA			
1-05-15 Transit Publications			
1-05-20 (CTAA)	\$290	\$290	\$290
1-06-00 Equipment			
1-06-05 Equipment Lease			
1-06-10 Equipment Repair	\$320	\$360	\$360
1-06-15 Computer			
1-07-00 Insurance	\$17,000	\$15,000	\$15,000
1-07-05 Buildings and Contents			
1-07-10 Gen. & Emp. Liability Ins.			
1-07-15 Surety & Fidelity Bonds			
1-07-20 Claims Deductible			
1-07-25 Vehicle Insurance			
1-08-00 Occupancy Costs			
1-08-05 Office Rent			
1-08-10 Utilities	\$10,000	\$10,000	\$10,000
1-08-20 Building Maintenance	\$1,700	\$1,845.54	\$2,000
1-09-00 Personnel Costs			
1-09-05 Drug & Alcohol Testing	\$1,000	\$1,000	\$1,000
1-09-10 Physicals			\$1,000
1-09-15 Hepatitis Vaccinations			
1-10-00 Printing/Copying Costs			
1-10-05 Printing	\$2,000	\$2,000	\$2,500
1-10-10 Copying			
1-11-00 Supplies			

1-11-05 Office Supplies	\$4,000	\$4,000	\$4,000
1-11-10 Furn. & Equipment under \$500			
1-11-20 Janitorial Supplies			
1-12-00 Training			
1-12-05 Training	\$2,500	\$2,000	\$2,500
1-13-00 Travel	\$2,000	\$2,000	\$2,000
1-13-05 Mileage			
1-13-10 Public Transport Fares			
1-13-15 Per Diem			
1-13-20 Registration Fees			
1-13-25 Lodging and Meals			
1-13-30 Other			
1-14-00 Indirect Costs			
1-14-05 Indirect Cost			
TOTAL ELIGIBLE COSTS	\$146,172	\$150,645.54	<b>*\$153,800</b>

*NOTE: No item listed as "Other" will be considered. Please be specific in line item.*

\* This number should match the number entered on Page 1, Section II – Summary of Budget Requested

LOCAL SHARE SOURCES: Specify source, i.e., "fare box," "GRT," not a dollar amount.

Fare box, Lodgers Tax and Bus Advertising

TOTAL LOCAL SHARE (20%)	\$29,234.40	\$30,129.11	<b>\$30,760</b>
FEDERAL SHARE (80%)	\$116,937.60	\$120,516.43	<b>\$123,040</b>

## B) OPERATING BUDGET

Please justify any line item greater than 20% or if no item is greater than 20% indicate "NONE" in space provided below.


### ELIGIBLE OPERATING COSTS

ITEM DESCRIPTION	2013 ACTUAL EXPENDITURES	2014 APPROVED BUDGET	2015 PROJECTED EXPENDITURES
2-01-00 Salaries and Wages			
2-01-05 Supervisor			
2-01-10 Drivers	\$209,909	\$220,000	\$220,000
2-01-15 Mechanics	\$30,000	\$30,000	\$30,000
2-01-20 Dispatcher			



2-01-25 Janitor			
2-01-30 Salary Adjustment			
2-01-35 Overtime			
2-01-40 Mechanic Supervisor			
2-01-45 Auto Parts Clerk			
2-01-50 Maintainer			
2-01-55 Accountant			
2-01-60 Laborer			
<b>2-02-00 Fringe Benefits</b>	<b>\$89,909</b>	<b>\$90,000</b>	<b>\$90,000</b>
2-02-05 FICA			
2-02-10 PERA Retirement			
2-02-15 Health Insurance			
2-02-20 Unemployment Insurance			
2-02-25 Worker's Compensation			
2-02-30 Other			
<b>2-03-00 Communications</b>			
2-03-05 Cell Phone			
2-03-10 Telephone			
2-03-15 Radio Repeater			
2-03-20 Mobile Radio			
2-03-25 Radio			
<b>2-04-00 Contractual Services</b>			
2-04-05 Maint. - Mach. and Equip.			
2-04-10 Equipment Rental			
2-04-15 Contractual Services - Other			
2-04-20 Transit Services			
<b>2-05-00 Equipment</b>			
2-05-10 Assigned Vehicle Use			
2-05-15 Equipment Rental			
<b>2-06-00 Occupancy Costs</b>			
2-06-05 Building Maintenance			
2-06-10 Operational Rent			
2-06-15 Utilities			
2-06-20 Building Insurance			
2-06-25 Building and Grounds			
<b>2-07-00 Personnel Costs</b>			
2-07-05 Uniforms	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>
2-07-10 Hepatitis Vaccinations			
2-07-15 Physicals			
<b>2-08-00 Supplies</b>			
2-08-05 Shop Supplies	<b>\$5,000</b>	<b>\$4,000</b>	<b>\$4,000</b>
2-08-10 Furn. & Equip. under \$500			
2-08-15 Printing			
<b>2-09-00 Training</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$3,000</b>
2-09-05 Training			
<b>2-10-00 Travel</b>	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$3,000</b>
2-10-05 Mileage			
2-10-10 Public Transport Fares			
2-10-15 Per Diem			
2-10-20 Registration Fees			
2-10-25 Lodging & Meals			

2-10-30 Other			
<b>2-11-00 Vehicle Costs</b>			
2-11-05 Fuel	\$65,000	\$76,458	\$76,458
2-11-10 License & Fees			
2-11-15 Oil & Lubricants	\$7,000	\$7,000	\$7,000
2-11-20 Replacement Parts	\$25,000	\$25,000	\$25,000
2-11-25 Tires	\$10,000	\$8,000	\$8,000
2-11-30 Vehicle Maintenance	\$15,000	\$8,000	\$8,000
2-11-35 Vehicle Painting	\$4,000		
2-11-40 Vehicle Interior Maintenance			
2-11-45 Freight			
2-11-50 Vehicle Repair		\$15,000	\$15,000
<b>2-12-00 Indirect Costs</b>			
2-12-05 Indirect Costs			
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$471,818</b>	<b>\$494,458</b>	<b>\$494,458</b>

<b>(Operating Continued)</b>			
REVENUES (specify)			
Fare Box Revenues (only fare box revenues reduced from Operating)	\$39,000	\$47,000	\$40,000
<b>TOTAL REVENUES</b>	<b>\$39,000</b>	<b>\$47,000</b>	<b>\$40,000</b>
<b>NET OPERATING COSTS (total Operating less fare box revenues)</b>	<b>\$432,818</b>	<b>\$454,458</b>	<b>**\$454,458</b>

NOTE: \*\* This number should match the number entered on Page 1, Section II –  
Summary of Budget Request

LOCAL SHARE SOURCES: Specify source, i.e., "fare box," "GRT," not a dollar amount.

Fare box, Lodgers Tax and Bus Advertising			
<b>LOCAL SHARE TOTAL (50%)</b>	<b>\$216,409</b>	<b>\$227,229</b>	<b>\$227,229</b>

<b>FEDERAL SHARE (50%)</b>	<b>\$216,409</b>	<b>\$227,229</b>	<b>\$227,229</b>
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## C) CAPITAL BUDGET

### ELIGIBLE CAPITAL COSTS

ITEM DESCRIPTION	2013 ACTUAL EXPENDITURES	2014 APPROVED BUDGET	2015 PROJECTED EXPENDITURES
<b>3-01-00-Capital Costs</b>			
3-01-05 Buildings			
3-01-10 Computers			



3-01-15 Furniture & Fixtures			
3-01-20 Radios & Base Stations	\$1,500	\$500	
3-01-25 Other Capital Expenses			
3-01-30 Benches/Signage			
3-01-35 Passenger Bus			
3-01-40 Surveillance System			
3-01-45 15 Passenger Van (W/Lift)		\$115,000	
3-01-50 15 Passenger Van (W/O Lift)			
3-01-55 Bus Shelters			\$98,000
3-01-60 Mobile Radios			

TOTAL ELIGIBLE COSTS

\*\*\* \$98,000

NOTE: \*\*\* This number should match the number entered on Page 1, Section II – Summary of Budget Request

LOCAL SHARE SOURCES - Specify source, i.e., "fare box," "GRT," not a dollar amount.

Fare box, Lodgers Tax and Bus Advertising

TOTAL LOCAL SHARE (20%)	\$300	\$23,100	\$19,600
FEDERAL SHARE (80%)	\$1,200	\$92,400	\$78,400

### 1. Why do you need this equipment (check all that applies)?

	Replace existing vehicle(s) (LIST VIN, TYPE, MILEAGE, AND AGE OF EACH VEHICLE)
	Establish service to new area
	Add wheelchair capacity to existing vehicles
	Increase number of vehicles available for demand responsive service
	Decrease vehicle size for service
	Increase vehicle size for service
x	Improve passenger access to service

State price agreement for vehicles is available at this time (Web link to price agreement number)

[http://dot.state.nm.us/content/dam/nmdot/Procurement/Price Agreements/01-805-00-05591.pdf](http://dot.state.nm.us/content/dam/nmdot/Procurement/Price%20Agreements/01-805-00-05591.pdf)

Agencies have three options (1) order vehicle(s) from approved price agreement (Web link above), (2) implement your own competitive bid procurement process, or (3) piggyback from an approved price agreement.

Description, quantity, and cost of capital items to be purchased:

Refer to Section 3-01-00 of this application (Capital Costs)

Rehabilitation of seven (7) existing bus stops along our fixed route. Bus Stop improvements will include construction of bus turnouts and larger bus stop pads for wheelchair lift accessibility.







**August 26, 2013**

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**Title:**

Financial Update

**Summary:**

Presentation of the monthly financial report for the period ending July 31, 2013.

**Background:**

Submitted by (Marietta Fambro)

**Attachments:**

Click to download

 [Monthly Financial Report](#)

## JULY 2013 FINANCIAL REPORT

### General Fund

**Revenues** - The General Fund's largest revenue source is the Gross Receipts Tax (1 cent) and State Shared Gross Receipts Tax (1.225 cent). July's distribution (May's activity) was up 1.35% over last year at this time. We have experienced an average Gross Receipts Tax increase of 4.5% for the past six months. This is a good sign that the economy in Taos is picking up at a consistent pace. The General Fund includes other revenue sources in that are new this fiscal year including the Administration Fee imposed on all Enterprise Funds and JPA participants which will yield \$25,000 a month. Another new revenue source is the Library Fee for cards which was budgeted at \$120,000, in the month of July we received \$6,405. This is a start but more than likely will not meet our estimate of \$120,000.

**Expenditures** - As we start a new fiscal year some significant changes made to expenditures will reflect the monthly report for comparisons to last fiscal year. In Executive, the three employees from the Information Technology Department were moved to a separate IT budget which is inclusive of personnel and operations. The Police budget on a monthly basis will see an increased expense equal to \$39,257 (\$30,991 for Communications JPA - Town Share & \$8,265 for the inmate contract to house prisoners). For the month of July all other departments are within their allowed budget.

**Ending Balance** - We currently have a projected ending balance of \$1,418,867, which exceeds our reserve requirement by an additional 18 days for the current year. We will continue to review all activity on a monthly basis to see if we anticipate significant changes to this amount.

### Capital Projects

During the month of July the main focus was re-issuing purchase orders for projects/vehicles that had already been procured in the previous fiscal year. Included in this encumbrance total is the 2013 Fire Brush F550 Apparatus expected to be delivered in August, the International 7500 Dump Truck with accessories expected to be delivered in September and the engineering design for Placita/Civic Plaza Drive/Bent St. which is 90% complete. Also included in the encumbrances for Affordable Housing is the contract for completing the first phase of the Pre-Development Activities for an Affordable Multi-Family Development Project to provide rental housing for low and moderate income residents. The other large encumbrance is for several vendors to complete the relocation of Central Dispatch with the one expenditure as a partial payment to cover the refurbishment and relocation of the consoles.

<u>Projects</u>	<u>Budget</u>	<u>Spent YTD</u>	<u>Open PO's</u>	<u>Complete</u>
Facilities Fund 50	453,762	-	1,168	0%
Capital Projects Fund 51	1,101,137	10,139	156,849	1%
Airport Construction Fund 52	9,581,955	-	-	0%
Vehicle Replacement Fund 54	145,000	-	139,618	0%
Affordable Housing Fund 56	158,994	-	100,000	0%
1999 Gas Tax Acquisition Fund 59	3,246,087	-	42,162	0%
Utility Construction Fund 81	2,968,005	-	-	0%
<b>Totals</b>	<b>17,654,940</b>	<b>10,139</b>		<b>0%</b>

### Debt Service

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

	<u>Outstanding Principal July 1, 2013</u>	<u>Principal Payments</u>	<u>Interest Payments</u>	<u>Principal &amp; Interest*</u>
Rural Utility Service Revenue Bond	2,239,600	53,000	115,034	26,715
New Mexico Finance Authority Loans - Utility, Streets & Landfill	2,380,998	433,229	59,532	-
New Mexico Finance Authority Loans - Land & Eco Park	3,167,469	230,226	63,220	-
New Mexico Environmental Department Loan - WWTP-6-2031	1,200,000	60,000	-	-
Town Hall Bonds	5,245,000	280,000	215,826	-
<b>TOTALS</b>	<b>14,233,067</b>	<b>1,056,455</b>	<b>453,612</b>	<b>26,715</b>

\*Principal and interest amounts due within the next 30 days (this amount is for the current month)

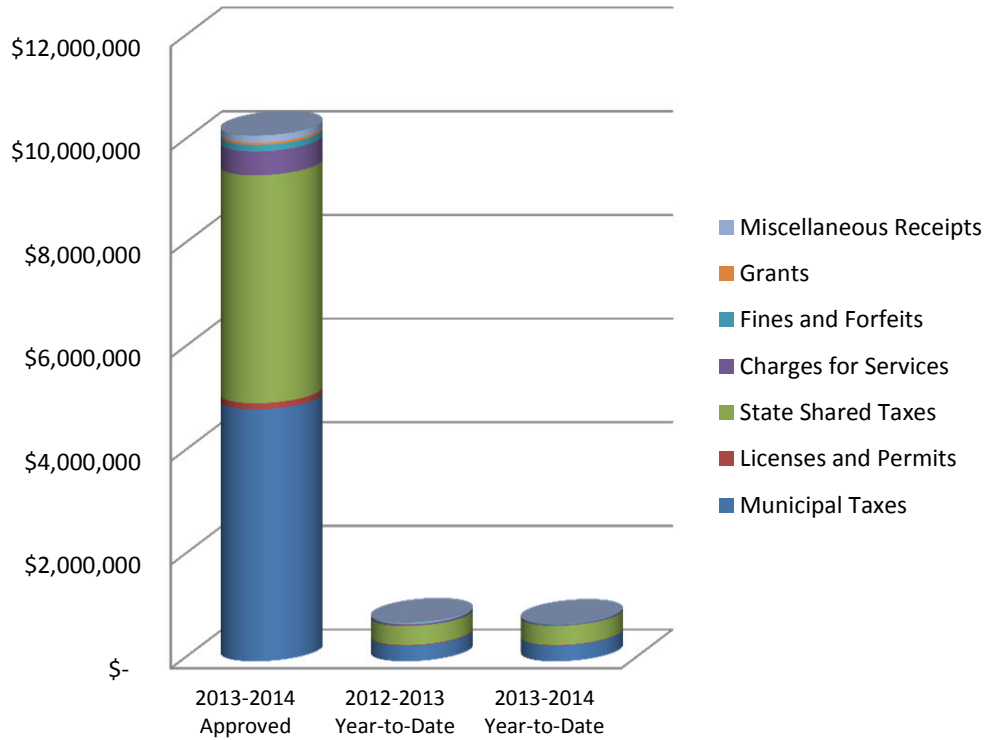
Retirement of Loans: Eco Park - May 2025; Town Hall - June 2025; Streets - May 2022; 20 Acres of land - May 2017; Rural Utility Services Revenue Bonds June 2031, 2029, 2022, 2021, 2040, 2033, 2035; Landfill 2014 & 2018

## JULY 2013 FINANCIAL REPORT

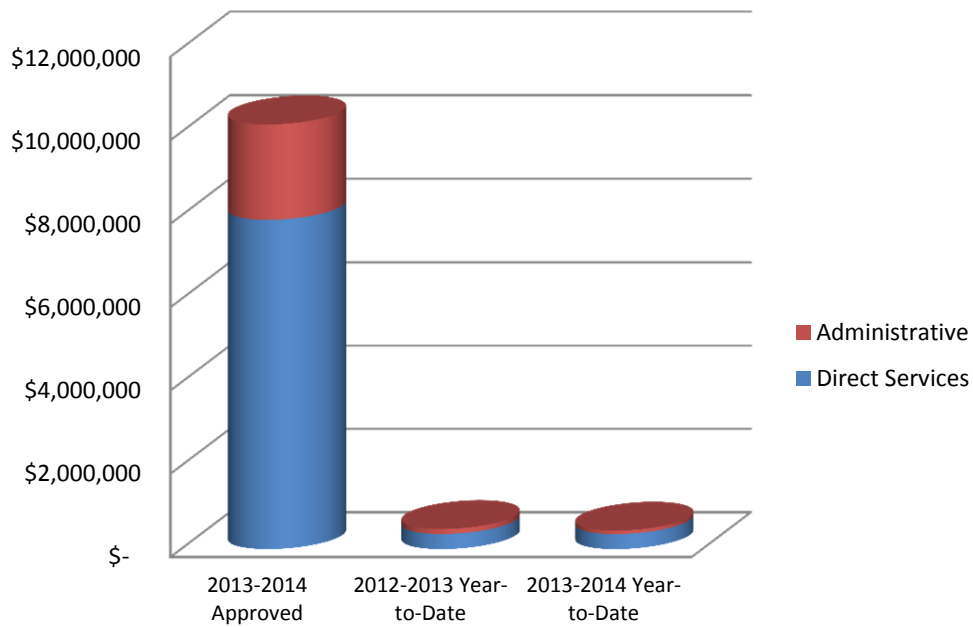
	FY 2013-2014 Approved Budget	FY 2012-2013 Year-to-Date Actuals	FY 2013-2014 Year-to-Date Actuals	Projected Year End
<b><u>Revenues</u></b>				
<b>Beginning Balance July 1, 2013</b>	<b>\$ 1,761,601</b>	<b>\$ 1,604,296</b>	<b>\$ 1,761,601</b>	<b>\$ 1,761,601</b>
<b>Revenues</b>				
Property Taxes	957,979	-	0	957,979
Franchise Taxes	374,357	10,911	11,021	374,357
Gross Receipts Tax (1 ¢)	3,531,797	293,155	297,203	3,531,797
<b><u>Licenses &amp; Permits</u></b>				
Business Registrations	44,440	4,080	1,035	44,440
Building Permits	45,450	2,348	3,957	45,450
All Other	26,678	6,000	2,676	26,678
<b><u>State Shared Taxes</u></b>				
Auto License Dist 60/40	71,325	5,696	5,229	71,325
State Shared Gross Receipts Tax (1.225 ¢)	4,326,451	359,115	364,074	4,326,451
<b><u>Charges for Services</u></b>				
Parking Meter Fees	0	12,672	408	0
Swimming Pool/Recreation	72,818	13,782	1,906	72,818
Convention Center Revenues	124,932	-	0	124,932
Library Fees	120,000	-	6,460	120,000
All Other	143,059	7,338	14,648	143,059
<b><u>Fines &amp; Forfeits</u></b>				
Court Fines	93,339	7,936	9,749	93,339
Library Fines	32,980	2,431	2,290	32,980
<b><u>Grants</u></b>				
State/Federal Grants	45,000	-	0	45,000
<b><u>Miscellaneous Receipts</u></b>				
Administration Fees	307,921	-	25,608	307,921
All Other	133,660	18,868	1,961	133,660
<b>Total Revenues \$</b>	<b>10,452,185</b>	<b>\$ 744,334</b>	<b>\$ 748,226</b>	<b>\$ 10,452,185</b>
<b><u>Transfers: In (Out)</u></b>				
Lodger's Tax Promotional - Marketing	-	(13,469)	-	-
Local Government Correction Fund	-	-	-	-
Community Grants (i.e. Eco Park)	(263,000)	-	-	(263,000)
Communications Fund	-	(21,891)	-	-
1/4 cent GRT Capital Improvements	-	-	-	-
Civic Center Fund	-	-	-	-
Facilities Improvements	(29,000)	-	-	(29,000)
Capital Improvements	-	0.00	-	-
Vehicle Replacement	-	0.00	-	-
Transportation Fund	-	0.00	-	-
Airport Fund	(21,305)	0.00	-	(21,305)
<b>Total Net Transfers \$</b>	<b>(313,305)</b>	<b>\$ (35,360)</b>	<b>\$ -</b>	<b>\$ (313,305)</b>
<b><u>Expenditures</u></b>				
Executive	\$ 595,195	\$ 35,774	\$ 20,910	595,195
Judicial	227,369	10,477	10,849	227,369
Finance	767,447	36,163	26,290	767,447
Police	2,880,717	106,166	162,704	2,880,717
Fire	607,602	50,431	26,013	607,602
Streets	831,588	28,332	26,668	831,588
Recreation	514,236	24,390	18,200	514,236
Fleet	222,882	8,060	5,649	222,882
Planning & Zoning	340,317	26,703	12,467	340,317
Library	565,365	29,398	25,844	565,365
Human Resources	280,603	13,025	13,498	280,603
Facilities	1,236,536	53,804	53,956	1,236,536
Town Council	284,707	30,703	10,128	284,707
Airport	141,436	6,173	6,883	141,436
Municipal Elections	15,303	-	0	15,303
Pool	392,954	14,522	13,716	392,954
Legal	298,773	9,690	11,303	298,773
Information Technology	278,582	-	9,866	278,582
<b>Total Expenditures \$</b>	<b>10,481,615</b>	<b>\$ 483,811</b>	<b>\$ 454,944</b>	<b>\$ 10,481,612</b>
<b>Ending Balance</b>	<b>\$ 1,418,866</b>	<b>\$ 1,829,459</b>	<b>\$ 2,054,884</b>	<b>\$ 1,418,866</b>



## Revenues



## Expenditures



## JULY 2013 FINANCIAL REPORT

FY 2013-2014 OPERATING BUDGET - Revenues-Expenditures - YTD through - July 31, 2013

Item	FY 2013-2014 Approved Budget	FY 2012-2013 Year-to-Date Actuals	FY 2013-2014 Year-to-Date Actuals	Projected Year End
<b>Revenues</b>				
<b><u>Special Fund Revenues</u></b>				
Visitors Center	\$ 50,800	\$ 3,594	\$ 14,509	50,800
Public Transportation	506,810	14,736	3,129	506,810
Historic District	300,000	0	8,421	300,000
Communications	779,786	0	30,991	779,786
<b>Total-Special Fund Revenues</b>	<b>\$ 1,637,396</b>	<b>\$ 18,330</b>	<b>\$ 57,050</b>	<b>\$ 1,637,396</b>
<b>Expenditures</b>				
Visitors Center	\$ 644,412	\$ 17,162	\$ 27,364	644,412
Public Transportation	698,174	18,177	19,273	698,174
Historic District	300,000	0	0	300,000
Communications	743,792	30,123	35,062	743,792
<b>Total Special Fund Expenditures</b>	<b>\$ 2,386,378</b>	<b>\$ 65,463</b>	<b>\$ 81,699</b>	<b>\$ 2,386,378</b>
<b><u>Enterprise Funds Revenues</u></b>				
Municipal Tax	450,520	\$ 36,644	37,150	450,520
Water-Charges for Service	1,278,765	148,326	150,393	1,278,765
Wastewater-Charges for Service	1,659,960	160,666	178,677	1,659,960
Solid Waste-Charges for Service	1,290,895	99,796	99,533	1,290,895
Regional Landfill-Charges for Service	967,500	98,947	81,775	967,500
<b>Total-Enterprise Funds Revenues</b>	<b>\$ 5,647,640</b>	<b>\$ 544,379</b>	<b>\$ 547,528</b>	<b>\$ 5,647,640</b>
<b><u>Enterprise Funds Expenditures</u></b>				
Utility Billing	245,138	7,790	9,307	245,138
Water	956,491	21,298	26,098	956,491
Wastewater Collections	405,502	13,786	18,897	405,502
Wastewater Treatment	1,257,819	54	97	1,257,819
Solid Waste Recycling	254,280	5,433	6,901	254,280
Solid Waste Billing	1,064,545	0	5,379	1,064,545
Regional Landfill	742,770	23,227	17,918	742,770
<b>Total-Enterprise Funds Expenditures</b>	<b>\$ 4,926,545</b>	<b>\$ 71,589</b>	<b>\$ 84,597</b>	<b>\$ 4,926,545</b>



**August 26, 2013**

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**Title:**

Resolution 13-40 Declaration of Town Surplus Property

**Summary:**

Consideration and possible approval of Resolution 13-40; approving the disposition of electronics, vehicles, miscellaneous equipment and materials owned by the Town of Taos pursuant to NMSA Section 3-54-2-A.

**Background:**

The request was made to all departments of the Town of Taos to send a list of all surplus property ready for disposal. The list attached is the all the items combined ready for disposal.

The following items of property identified will be auctioned and if not successfully sold will be disposed of at the landfill and have a current resale value of \$2,500 or less pursuant to NMSA Section 3-54-2 (Subsection A); See attached listing. The following items identified will be auctioned and have a current resale value of \$2,500 or more pursuant to NMSA Section 3-42-2 (Subsection B); See attached listing. These items are either worn-out, unusable and obsolete to the extent that the item is no longer economical for continued use by the Town.

**Attachments:**

Click to download

📎 [Resolution 13-40 with backup](#)





## RESOLUTION 13-40

### **A RESOLUTION OF THE TOWN OF TAOS COUNCIL APPROVING THE DISPOSITION OF VARIOUS ELECTRONICS, VEHICLES, HEAVY EQUIPMENT AND OTHER MISCELLANEOUS EQUIPMENT AND/OR MATERIALS OWNED BY THE TOWN OF TAOS**

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

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

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

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

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

1. Electronic Equipment: 30 PC's/Laptops, 17 Monitors, 4 Power Supplies, 24 Assorted Keyboards, 1 Switch, Battery Backups, 10 Printers/Scanners and 1 DVD/CD Driver (see attachment A)
2. Electronic Equipment: Various items (see attachment B)
3. Miscellaneous: Various items (see attachment C)

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

1. Vehicles/Heavy Equipment (see attachment D)

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

1. Is worn-out, unusable, and obsolete to the extent that the item is no longer economical for continued use by the Town; and
2. Computers and electronics will be disposed by auction; if not successfully sold at auction, disposal will be done thru the Recycling Center.
3. Furniture and miscellaneous items will be disposed by auction; if not successfully sold at auction, disposal will be done at the Landfill or Recycling Center.
4. Vehicles/Heavy Equipment will be disposed either by inter-governmental transfer to Taos County or other government entities or by auction.
5. Disposal will be done in accordance with New Mexico law.

**PASSED, APPROVED and ADOPTED**, this 26<sup>th</sup> day of August, 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	_____

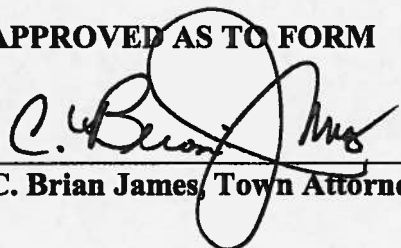
**TOWN OF TAOS**

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

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
**C. Brian James, Town Attorney**

**ELECTRONICS****PC/ LAPTOPS**

<b>DEPT</b>	<b>Type</b>	<b>Make</b>	<b>Model</b>	<b>MFG Serial #</b>	<b>Town Serial #</b>
IT	1. PC	Gateway	E-2610D	4533373	2493
IT	2. PC	Gateway	E-6500	36683783	2250
IT	3. PC	Gateway	E-6300	34873102	1776
IT	4. PC	IBM	Personal Computer 360	550PC60C	No TOT Tag
IT	5. PC	Gateway	E6300	34873106	1778
IT	6. PC	Gateway	700x	27205581	1250
IT	7. Notebook	Dell Inc.	Inspiron 8600	no found	no found
IT	8. Laptop	Gateway	M280E	38992779	2336
IT	9. Laptop	Gateway	M280E	36539636	N/F
IT	10. Laptop	Gateway	E-475M	4514096	2470
IT	11. Laptop	Gateway	450SX4	27149038	11-1585
IT	12. Laptop	Gateway	200ARC	34156814	1366
IT	13. Laptop	Itronix	GO Book III -IX260+	ZZGEG5158ZZ7370	2150
IT	14. Laptop	Itronix	GO Book III -IX260+	ZZGEG6128ZZ0731	2243
IT	15. Laptop	Itronix	GO Book III -IX260+	ZZGEG6128ZZ0726	2244
IT	16. Laptop	Itronix	GO Book III -IX260+	ZZGEG6128ZZ0715	2245
IT	17. Laptop	Itronix	GO Book III -IX260+	ZZGEG6128ZZ0718	2234
IT	18. Laptop	Itronix	GO Book III -IX260+	ZZGEG6128ZZ0728	2231
IT	19. Laptop	Itronix	GO Book III -IX260+	ZZGEG6128ZZ0724	2247
IT	20. Laptop	Itronix	GO Book III -IX260+	ZZGEG6237ZZ4823	2307
IT	21. PC	Gateway	E-1500D	39020789	2360
IT	22. PC	Gateway	E6300	34873105	1779
Judicial	23. CPU				11-3781
Police	24. CPU	Detective	CPO Computer	NA0005700055	2289
Police	25. CPU	Gateway	E-46100 CPO Computer	40463720	
Police	26. CPU	Gateway	E-46100 CPO Computer		
Police	27. Laptop	Gateway	Laptop	27797733	001677
Y&FC	28. CPU	Gateway		0018711246	007540
Y&FC	29. CPU	Gateway		0018711247	007544
Y&FC	30. CPU	Gateway		0018711248	007546



**TOTAL NUMBER - PC'S/LAPTOPS: 30**

		<b>MONITORS</b>		
IT	1. Monitor	Gateway	FPD1730	1718
IT	2. Monitor	Gateway	FPD1730	1950
IT	3. Monitor	Gateway	FPD1730	1783
IT	4. Monitor	Gateway	FPD1530	1472
IT	5. Monitor	Gateway	FPD1730	1397
IT	6. Monitor	Gateway	FPD1730	1841
IT	7. Monitor	Gateway	FPD1730	1448
Judicial	8. Monitor	Gateway		
Police	9. Monitor	JVC TM-H1700		KU1801580058139
Police	10. Monitor	Dell		0-002240
Police	11. Monitor	Gateway		
Police	12. Monitor	Gateway		7004017
Police	13. Monitor	Viewsonic VP171B	VP171B	PJK0530A0012
Police	14. Monitor	Viewsonic VP171B	VP171B	PJK0530A0015
Y&FC	15. Monitor	Gateway		15017E71910
Y&FC	16. Monitor	Gateway		15017E071912
Y&FC	17. Monitor	Gateway		15017E071936
<b>TOTAL NUMBER - MONITORS:</b>			<b>17</b>	

**POWER SUPPLY**

		Items	Amount
IT	Power Supply	4	4
<b>TOTAL NUMBER - POWER SUPPLY:</b>			<b>4</b>

**KEYBOARDS**

IT	Keyboards	2	
Police	Keyboards	18	
Y&FC	Keyboards	4	
<b>TOTAL NUMBER - KEYBOARDS:</b>			<b>24</b>

**PRINTERS**

Facilities	Printer/Scanner	Hewlett Packard	
IT	Printer	1	
Judicial	Printer	Epson Stylus RT2400 Photo Printer	DUBK139066
Judicial	Printer	Lexmark	38481266650

RESOLUTION 13-40 "ATTACHMENT A"

Police	Printer	740 Printer	
Police	Printer	HP Deskjet 6540	
Police	Printer	Xerox 4400	
Y&FC	Printer	HP 4600 DN color laser jet	JPC KD29509
Y&FC	Printer	Hewlett Packard	CN38D222D0
Y&FC	Scanner		

**TOTAL NUMBER - PRINTERS/SCANNERS: 10**

SWITCHES	
IT	Switch
	1
	8 ports
<b>TOTAL NUMBER - SWITCHES: 1</b>	

**DVD/CD Drivers**

IT	DVD/CD Drivers
	1
<b>TOTAL NUMBER - DVD/CD DRIVERS: 1</b>	

**ELECTRONICS - VARIOUS ITEMS**

DEPT	Brand/Model	Description	Serial Number	Reason
HR	9300A-001	(2) Defibrillators-Powerhead AED G3 Automatic Cardiac	365428 and 365435	do not have
HR	REF #: 9146	(2) Defibrillators-Powerhead AED G3 BATTERIES	Lot #: 8046-009 and 8046-024	program anymore
Judicial	Quasar	TV/VHS Combo	SV43190100	not being used
Police	Maha-C777	(2) Battery Chargers		
Police	Sony	H18 Handycam Camcorder		
Police	Activar	Flash		
Police	Cosina	80-200 200M Lens		
Police	Nikon	62 mm Lens	2357191	
Police	Olympus	35 mm SLR		
Police	Olympus	35 mm Camera w/case	262505 kit	
Police	Olympus	50 mm 1-8		
Police	Spectra	Polaroid Camera		
Police	Sony	H18 Video Camera	709788	broken
Police	Vivitar	21-36 mm Lens		
Police	Sharp EL-11976	Calculators		
Police	Telex 30035000/B3	Cassette player/adaptor	41710	
Police	Optimus/CTR-1117	Cassette Recorder	553355	
Police	DVR 4009	4 Channel Standalone	61052507	
Police	Data Video	TBC-1000 Frame Synchronizer		
Police	Fed Signal Coop	1 MS 100 Car Speaker PA System		
Police	Fed Signal Coop	(5) PA Systems		
Police	Ambassador	Polygraph Machine		
Police	Kodak	Carousel Projector		
Police	various	(2) Projectors		
Police	Motorola Spectar	Base Station Radio		
Police	Uniden	5.8G Phone	276ATY0031	
Police		(7) Radiation Detectors (yellow)		
Police	Midland	(3) Radios		
Police		(6) spotlights		
Police	IBM	Typewriter		out dated
Police	Avid	Video Adaptor		
Police	Advantage	Video Mixer (RMAS DPX9 Loaner 12	28047949-017	out dated

**ELECTRONICS - VARIOUS ITEMS**

DEPT	Brand/Model	Description	Serial Number	Reason
Police	Magnavox	VHS Player	18125418	out dated
Police	Panasonic AC-1980	VHS Desktop Editor	C9T00231	
Police	Sanyo SRT-7072	VHS Laps Recorder	44510557	
Police	Kinyo	VHS Rewinder		
Police	Signal Master	(6) Rear Warning Lights (Controllers)		
Planning	3M9100/9000AJB	Overhead Projector	1168740	
Planning	Infocus	Infocus/PanelBook 450 LS Overhead Projector	9S00785	
Planning	Panasonic	Microcassette Transcriber	PB0DA32816	
Planning	Fujica	Fujica/Auto-5 Camera w/case	7064139	
Planning	Polaroid	Impulse		
Planning	Panasonic	Panasonic RR-830 Cassette Transcriber	XEOBA23502	
Planning	Lanier	Lanier/P-101 Transcriber	291238	
Planning	Harris	Harris/LX-055-5 Foot Control		
Planning	Panasonic	(2) Panasonic/RP-2692 Foot Control		
Planning	Sanyo	Sanyo/FS-56 Foot Control		
Planning	Sanyo	Sanyo/TRC 6400 Memo Scriber	P9408174 F	
Y&FC	Cambridge	(3) Cambridge Soundworks Computer Speakers		
Y&FC	Gateway	(3) Gateway 3882A611 Computer Mouses		



**MISCELLANEOUS**

DEPT	Brand/Model	Description	Serial Number	Reason
Airport	Landpride	5' mower deck	196256	broken/beyond repair
Airport	unknown	camper shell 86" x 60.5"		no longer have truck that it fits
Airport	Southern Avionics	Non-Directional Beacon Antenna Coupler	Bcn: NDB 25-924	obsolete, decommissioned by FAA in 2009
Airport	Southern Avionics	Non-Directional Beacon, Antenna Coupler, Inverter	Antenna: 10-1184	obsolete, decommissioned by FAA in 2009
Airport	Southern Avionics	Non-Directional Beacon Inverter	Inv: 1210	obsolete, decommissioned by FAA in 2009
Airport	unknown	74" x 74" Storage Shed		mice infested
Airport	Smart Snack	14 item mechanical vending machine	152364	not being used
Airport	Smart Drink	8 item canned drink refrigerated vending machine	WB81712989	not being used
Facilities	John Deere	snow blower		old-has been replaced
Facilities	Makita	stationary tablesaw		have too many
Facilities		18" x 8' folding table		not being used
Facilities		16 slot mailbox panel		not being used
Facilities		(10) tent braces		goes to what
Facilities	Mastercraft	Mold Eqpmnt:15 gallon wet/dry vacuum w/ HEPA Filter	Aramco item #: 54140	NEW/not being used, purchased in 2006
Facilities		Mold Eqpmnt: 16" HEPA Filter	Aramco item #: 54141	NEW/not being used, purchased in 2006
Facilities		Mold Eqpmnt: Air Scrubber Negative Air Machine	Aramco item #: 55011	NEW/not being used, purchased in 2006
Facilities		Mold Eqpmnt:High Capacity HEPA Filter (24"x24"x11.5'	Aramco item #: 55037	NEW/not being used, purchased in 2006
Facilities		Mold Eqpmnt: Reinforced Exhaust Duct (12"x25")	Aramco item #: 55028	NEW/not being used, purchased in 2006
Facilities		Mold Eqpmnt: Disposable Exhaust Duct (14"x500")	Aramco item #: 55033	NEW/not being used, purchased in 2006
Facilities		Mold Equipment: Petri dishes, etc.		NEW/not being used, purchased in 2006
Library		(2) chairs		old and unsafe
Library		Couch (2 seater)		old and unsafe
Library		DVD shelf with detachable shelves		safety issues
Library		small brown shelf		not being used
Library		(30) magazine boxes - National Geographic		no space
Library		(2) hanging racks		not being used
Library		(2) two sided shelves		not being used
Library		approximately (35) bicycles		not being used
Police		(5) Tripods		
Police		cloth chain (white)		
Police		(5) soft laptop cases		
Police		(14) brown folding chairs		

**MISCELLANEOUS**

DEPT	Brand/Model	Description	Serial Number	Reason
Judicial		(2) chairs		broken/old
Judicial		desk hutch		
Police		(2) metal folding chairs		
Police		Leather Chair (high back)		
Police		(36) Holsters		
Police		wooden 4 shelf book shelf		
Police		Cabinet (6 shelves)		
Police	Winsted	Computer Table		
Police		Long wooden credenza		
Police		Desks: (8) wooden & (1) steel		
Police	Oravfsual	All Purpose Easel Board		
Police		(5) 4 drawer file cabinets		
Police		1 large wooden file cabinet		
Police		Portable Movie Screen		
Police	Daylight	1600 PS1 Pressure Washer		
Police	Ex Cell	undercover swing case storage case for p/up truck		
Police		Black Metal Record Shelf		out dated
Police		drafting table		
Police		Wet Vac (maroon colored)		
Planning	Therm-A-Bind	Therm-A-Bind/GBC250T Thermal Binding	GH12075	
Planning	Wesco	File Cabinet		
Planning		(10) File Cabinet		
Treatment	Roediger TP 07.4	Tower Belt Filter Press	185	not being used
Y&FC		Metal desktop		not being used
Y&FC		Desk		broken
Y&FC		small round table		
Y&FC		(2) small wooden shelves		not being used
Y&FC		2 door black cabinet		not being used
Y&FC		(2) 3 drawer file cabinet		not being used
Y&FC	Hon	3 drawer black cabinet		not being used
Y&FC		safety flammable cabinet (yellow)		not being used
Y&FC		small 16 drawer plastic cabinet		not being used

**MISCELLANEOUS**

<b>DEPT</b>	<b>Brand/Model</b>	<b>Description</b>	<b>Serial Number</b>	<b>Reason</b>
Y&FC	Butterfly/Stiga/Hon	(3) Ping Pong Tables		broken
Y&FC		(1) large round table		broken
Y&FC		(2) wooden seat base for chair and couch		broken/torn
Y&FC		(3) vinyl couches		broken/torn
Y&FC		(6) cloth couches		broken/torn
Y&FC		(13) end tables		broken
Y&FC		end desk piece		not being used
Y&FC		3 seat bench w/table		broken/torn
Y&FC		(1) metal & mesh office chair		broken
Y&FC		(2) black swivel office chairs and (1) cloth office chair		broken
Y&FC		(7) short & tall metal chairs		broken
Y&FC		(35) folding chairs (red)		broken/torn/padding missing
Y&FC		(2) vacuum		1 is broken
Y&FC		deep fryer		unknown
Y&FC		cash register		broken/missing parts/old
Y&FC	Autofry	Kumho, Mastercraft, Supersport tires (4)		not being used
Y&FC		(2) basketball hoops for pool		broken

**VEHICLES/HEAVY EQUIPMENT**

DEPT	Make	Model	Year	VIN #	Condition	Reason
Fire	Ford 850	Ford 850	1968?	warranty#: F85LUB43855	Poor	Not being used
Fleet	Dodge	Spirit	1993	1B3XA4632PF595186		Not being used/high mileage
Fleet	International	Fire Truck	1973	70722CGB22133		Not being used
Fleet	Chevy	Basket Truck	1991	1GDKC343MJ522401		Unsafe/Has been replaced
Fleet	Zamboni	Zamboni	1977	HDB2637		Not being used
Fleet	Caterpillar	816B	1986	15Z01284		Transmission Out
Fleet	Caterpillar	816F	2001	5FN505		Transmission Out
Transportation	Ford	Cutaway	2004	1FDXE45P74HA86262	Fair	
Transportation	Chevy	Cutaway	2005	1GBE5V1275F510634	Fair	
Transportation	Chevy	Cutaway	2005	1GBE5V1275F511167	Fair	

**TOTAL NUMBER - VEHICLES/HEAVY EQUIPMENT: 10**





**August 26, 2013**

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**Title:**

Ordinance 13-12 Panhandling Ordinance

**Summary:**

Consideration and possible approval of Town of Taos Ordinance 13-12; an Ordinance related to panhandling on public property; amending the definition of panhandling to include non-vocal solicitations; and amending the regulations for panhandling on public property.

**Background:**

**Attachments:**

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📎 [Ordinance](#)



## ORDINANCE NO. 13-12

**AN ORDINANCE RELATED TO PANHANDLING ON PUBLIC PROPERTY; AMENDING SECTION 5.08.120 TOWN OF TAOS CODE TO AMEND THE DEFINITION OF PANHANDLING TO INCLUDE NON-VOCAL SOLICITATIONS ; AND AMENDING SECTION 5.08.120-B8 TOWN OF TAOS CODE TO AMEND THE REGULATIONS FOR PANHANDLING ON PUBLIC PROPERTY.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF TAOS:**

Definitions.

As used in this section:

*Panhandler* means a person who is engaged in the act of panhandling.

*Panhandling* means:

- A. Any solicitation made in person in which a person requests an immediate donation of money or other gratuity from another person and includes, without limitation, seeking donations by vocal or non-vocal appeal; or
- B. In exchange for a donation, the person being solicited receives an item of little or no monetary value under circumstances where a reasonable person would understand that the transaction is in substance a donation.

Section 1.

Regulations.

Panhandlers may engage in an act of panhandling on public property in the town provided that the panhandler complies with the following regulations.

- A. Panhandling is prohibited on any day after sunset or before sunrise within the Plaza Area, as shown on the official zoning map of the town of Taos.
- B. Panhandling is prohibited involving any operator or occupant of a motor vehicle that is in traffic on or entering any street, street intersection, alley or other public

passageway in any manner that obstructs the operation of any vehicle by any motorist.

C. Panhandling is prohibited when either the panhandler or the person being solicited is located at any of the following locations:

- (1) At any bus stop;
- (2) Within twenty feet (20') of any entrance or exit of a public transportation facility;
- (3) In any public transportation vehicle or public transportation facility;
- (4) In or on any private vehicle or conveyance;
- (5) In a sidewalk café;
- (6) Within twenty feet (20') in any direction from an automatic teller machine;
- (7) Within twenty feet (20') of an entrance to a bank when the bank is open for business;
- (8) In off-street public parking lots or public parking structures;
- (9) Within the median of a street; or
- (10) On school property and within one hundred and fifty feet (150') from the property line of a school.

D. Panhandling in an aggressive manner is prohibited, including any of the following actions:

- (1) Touching the solicited person without the solicited person's consent;
- (2) Panhandling a person while such person is standing in line and waiting to be admitted to a commercial establishment;
- (3) Blocking the path of a person being solicited or the entrance to any building or vehicle;
- (4) Following behind, ahead or alongside a person who walks away from the panhandler after being solicited;
- (5) Using profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled; or
- (6) Panhandling in a group of two (2) or more persons.

E. Panhandling with a sign exceeding four (4) square feet is prohibited.

F. Panhandlers shall not block, or cause the blocking of, any sidewalk, passageway, street, or entrance to a building.

G. Panhandling at one location longer than two (2) hours is prohibited and the panhandler shall stay at minimum of one hundred fifty feet (150') away from such location and shall not return to that same location for two (2) days.

Date of this Ordinance shall be upon passage and publication.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of August, 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 \_\_\_\_\_

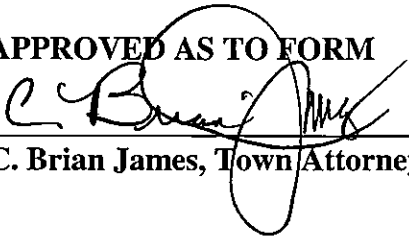
**TOWN OF TAOS**

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

**ATTEST:**

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

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
**C. Brian James, Town Attorney**