



AGENDA
January 27, 2015
Regular Meeting

Town Council Chambers - 120 Civic Plaza Drive
1:00 PM

-
- 1. CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE**
 - 2. ROLL CALL**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. MOMENT OF SILENCE**
 - 5. APPROVAL OF AGENDA**
 - 6. AWARDS AND RECOGNITIONS**

A. Years of Service Awards

Presentation of **Years of Service Awards** to employees in recognition of their years of service to the Town of Taos:

5 Years of Service
10 Years of Service
15 Years of Service
20 Years of Service

B. 2014 Employee of the Year Award

Presentation of 2014 Employee of the Year Award- two employees have been selected: Linda Montoya, Facilities Services Maintenance Specialist AND Dinah Gonzales, Planning, Community & Economic Development Assistant.

C. Appreciation of Community Volunteers

Presentation of plaques of appreciation honoring community volunteers serving on the Town's advisory boards, commissions and events with extended terms of service.

D. Introduction of Hired Employees

New Hires:
Amberley Valdez, Legal Assistant/Paralegal
Full-Time Employee
Legal Department
Emergency Appointment effective: 12/18/2014

7. PRESENTATIONS

A. Presentation by the Taos Arts Council

Presentation by the Taos Arts Council for the January "Artist of the Month".

8. CITIZENS FORUM - Citizens wishing to speak shall have the opportunity to do so for 5 minutes. No action may be taken

9. PUBLIC HEARINGS

A. CDBG Planning Grant

The purpose of this public hearing will be to report on past CDBG program activities and to receive public input on community development needs and suggestions for future CDBG planning projects. NO ACTION WILL BE TAKEN DURING THE PUBLIC HEARING.

10. MATTERS FROM STAFF

A. Cell Tower

1. Matters related to a Town RFP for construction and operation of a cell tower on Town property; presentation, discussion, consideration and possible action;

a. Report by the Finance Dept. on the bid response

b. Recommendation of staff

c. Presentation and/or Q &A by Comnet Wireless on their proposal

B. Financial Update

Presentation of the monthly financial report for the period ending December 31, 2014.

C. Draft RFP for Financial Advisor Services

Direction to staff on draft Request for Proposals for Financial Advisor Services.

D. Activities, Road Closures, Farmers Market

Presentations, discussion, consideration and possible action or direction to staff concerning closing the Plaza to vehicular traffic as well as various roads throughout town for activities, parades, special events and possibly the Farmers Market.

E. License for Use of Airport Well

Discussion, consideration and possible approval of a License between the Town of Taos and Northern Mountain Constructors, Inc. for the use of the airport well to pump water to be used for the construction of the airport.

F. Amendment No. 1 to Contract TT-15-01 with Griffin and Associates

Consideration and possible approval of Amendment No. 1 to contract TT-15-01 with Griffin and Associates for the marketing and advertising of the Town of Taos as a tourist destination.

G. Proposed Ordinance, Fine Schedule and Conditions

Proposed ordinance, schedule and conditions for fire department fines and fees. For discussion purposes for the information of Council and to receive direction to staff as to the scheduling for a public hearing as a proposed ordinance.

H. Other Matters

11. TOWN MANAGER'S REPORT

A. Other Matters

12. MATTERS AND REPORTS FROM THE MAYOR

A. Potential Meeting with Taos Pueblo Tribal Government Officials

Invitation from the Mayor and Council to meet with the Taos Pueblo Tribal Government officials.

B. Potential Date for a Joint Meeting

Discussion regarding a potential date for a joint meeting between the Town and the County.

C. Workshop Meeting Date(s)

Discussion the next Workshop Meeting date(s).

D. Other Matters

13. MATTERS AND REPORTS FROM THE COUNCIL

A. Other Matters

B. Town of Taos/UNM Parking Agreement

Discussion, consideration and possible action regarding a parking agreement between the Town of Taos and UNM for use by UNM-Taos downtown campus students of parking at the Town Hall and Library.

14. EXECUTIVE SESSION

A. PERSONNEL MATTERS

(Executive and Public Session Informational Items/Action Items)

Discussion, consideration, and decisions regarding limited personnel matters relating to the final recommendations for the Employee Compensation Plan. These items may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H)(2), which allows for discussion of limited personnel matters.

B. PERSONNEL MATTERS

(Executive and Public Session Informational Items/Action Items)

Discussion, consideration, decisions and possible direction to staff regarding limited personnel matters relating to the positions of Tourism and Marketing Director and Planning, Community and Economic Development Director. These items may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H)(2), which allows for discussion of limited personnel matters.

15. 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://taospublic.novusagenda.com/>*



January 27, 2015

Title:

Years of Service Awards

Summary:

Presentation of **Years of Service Awards** to employees in recognition of their years of service to the Town of Taos:

- 5 Years of Service
- 10 Years of Service
- 15 Years of Service
- 20 Years of Service

Background:

Each year the Mayor and Council recognize employees who have reached these milestones in their career with the Town.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

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☐ [Years of Service List](#)



January 27, 2015

Title:

2014 Employee of the Year Award

Summary:

Presentation of 2014 Employee of the Year Award- two employees have been selected: Linda Montoya, Facilities Services Maintenance Specialist AND Dinah Gonzales, Planning, Community & Economic Development Assistant.

Background:

The primary characteristic considered for Employee of the Year is an extraordinary dedication to public service, which is demonstrated by excellence in professionalism, work quality, customer service and teamwork.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

No Attachments Available



January 27, 2015

Title:

Appreciation of Community Volunteers

Summary:

Presentation of plaques of appreciation honoring community volunteers serving on the Town's advisory boards, commissions and events with extended terms of service.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Introduction of Hired Employees

Summary:

New Hires:

Amberley Valdez, Legal Assistant/Paralegal

Full-Time Employee

Legal Department

Emergency Appointment effective: 12/18/2014

Conversion to probationary employee effective: 01/15/2015

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Presentation by the Taos Arts Council

Summary:

Presentation by the Taos Arts Council for the January "Artist of the Month".

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

CDBG Planning Grant

Summary:

The purpose of this public hearing will be to report on past CDBG program activities and to receive public input on community development needs and suggestions for future CDBG planning projects. NO ACTION WILL BE TAKEN DURING THE PUBLIC HEARING.

Background:

The Town of Taos is eligible to apply for up to \$50,000 for a CDBG planning grant.

Staff Recommendation:

It is the recommendation of Staff to apply for a Parks Master Plan.

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

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No Attachments Available



January 27, 2015

Title:

Cell Tower

Summary:

1. Matters related to a Town RFP for construction and operation of a cell tower on Town property; presentation, discussion, consideration and possible action;
 - a. Report by the Finance Dept. on the bid response
 - b. Recommendation of staff
 - c. Presentation and/or Q &A by Comnet Wireless on their proposal

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Financial Update

Summary:

Presentation of the monthly financial report for the period ending December 31, 2014.

Background:

Submitted by (Marietta Fambro)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

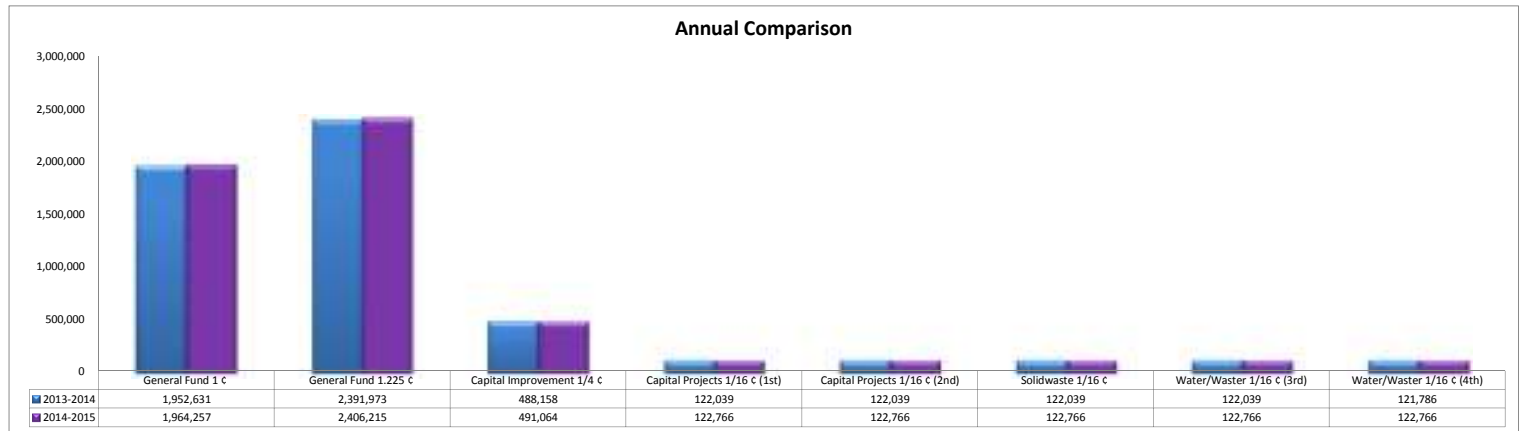
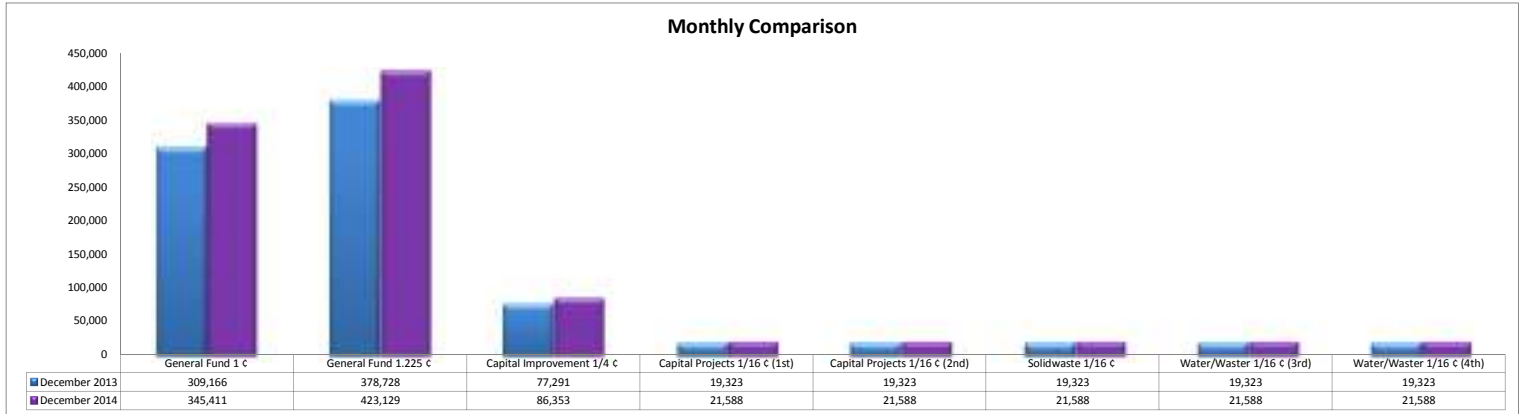
Attachments:

Click to download

- ☐ [December Monthly GRT Report](#)
- ☐ [December 2014 Monthly Classifications](#)
- ☐ [January Monthly GRT Report](#)
- ☐ [January 2015 Monthly Classifications](#)

FINANCE DEPARTMENT

Mission Statement: The Mission of the Finance Department is to promote excellence, quality and efficiency by enhancing the ability of our employees to serve our internal and external customers in an outstanding manner. We continuously strive to promote and ensure public trust in town government through quality fiscal responsibility.



July, 2013 - June, 2014

	General Fund 1 c	General Fund 1.225 c	Capital Improv. 1/4 c	Capital Projects 1/16 c (1st)	Capital Projects 1/16 c (2nd)	Solidwaste 1/16 c	Water/Wastewater/Wastewa Projects 1/16 c (3rd)	Projects 1/16 c (4th)	Total Gross Receipts Tax Revenues	Effective Tax Rate	Taxable Gross Receipts	Monthly Growth Rate	Average Growth Rate
July (May)	297,203	364,074	74,301	18,575	18,575	18,575	18,322	18,322	828,201	2.7875%	29,711,261	1.35%	1.39%
August (June)	356,710	436,970	89,178	22,294	22,294	22,294	22,294	22,294	994,329	2.7875%	35,671,000	13.99%	7.88%
September (July)	354,567	434,344	88,642	22,160	22,160	22,160	22,160	22,160	988,355	2.7875%	35,456,667	5.04%	6.86%
October (Aug)	330,427	404,773	82,607	20,652	20,652	20,652	20,652	20,652	921,066	2.7875%	33,042,728	1.14%	5.39%
November (Sept)	304,558	373,084	76,139	19,035	19,035	19,035	19,035	19,035	848,955	2.7875%	30,455,795	2.18%	4.78%
December (Oct)	309,166	378,728	77,291	19,323	19,323	19,323	19,323	19,323	861,800	2.7875%	30,916,589	3.65%	4.60%
January (Nov)	276,779	339,054	69,195	17,299	17,299	17,299	17,299	17,299	771,521	2.7875%	27,677,888	0.13%	4.02%
February (Dec)	368,666	451,616	92,166	23,042	23,042	23,042	23,042	23,042	1,027,656	2.7875%	36,866,591	9.88%	4.82%
March (Jan)	279,397	342,262	69,849	17,462	17,462	17,462	17,462	17,462	778,820	2.7875%	27,939,725	-1.99%	4.11%
April (Feb)	284,223	348,173	71,056	17,764	17,764	17,764	17,764	17,764	792,272	2.7875%	28,422,317	8.73%	4.51%
May (March)	301,201	368,971	75,300	18,825	18,825	18,825	18,825	18,825	839,597	2.7875%	30,120,068	-0.73%	4.03%
June (Apr)	285,193	349,361	71,298	17,825	17,825	17,825	17,825	17,825	794,975	2.7875%	28,519,277	6.60%	4.23%
Total	3,748,090	4,591,410	937,022	234,256	234,256	234,256	234,256	234,003	10,447,547		374,799,907		

July, 2014 - June, 2015

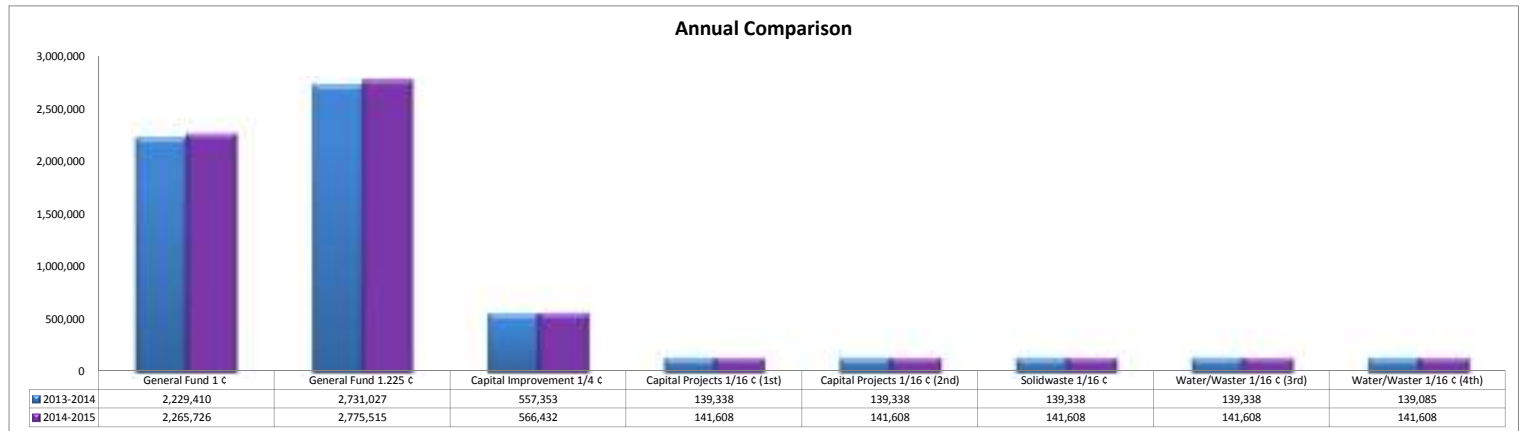
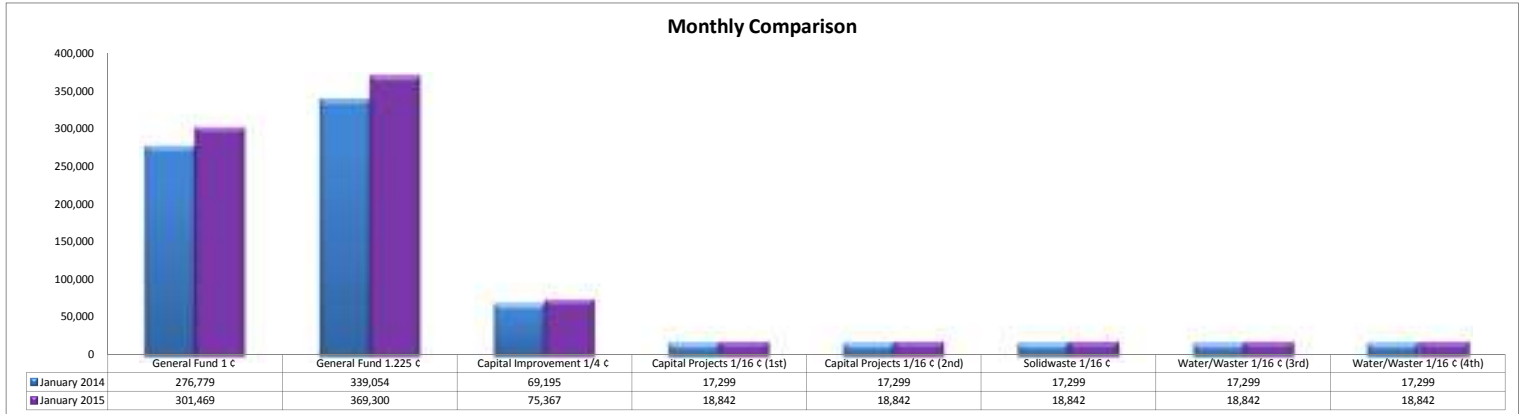
	General Fund 1 c	General Fund 1.225 c	Capital Improv. 1/4 c	Capital Projects 1/16 c (1st)	Capital Projects 1/16 c (2nd)	Solidwaste 1/16 c	Water/Wastewater/Wastewa Projects 1/16 c (3rd)	Projects 1/16 c (4th)	Total Gross Receipts Tax Revenues	Effective Tax Rate	Taxable Gross Receipts	Monthly Growth Rate	Average Growth Rate
July (May)	286,709	351,219	71,677	17,919	17,919	17,919	17,919	17,919	799,202	2.7875%	28,670,915	-3.50%	-3.50%
August (June)	309,470	379,100	77,367	19,342	19,342	19,342	19,342	19,342	862,646	2.7875%	30,946,952	-13.24%	-8.82%
September (July)	342,546	419,619	85,637	21,409	21,409	21,409	21,409	21,409	954,848	2.7875%	34,254,622	-3.39%	-6.91%
October (Aug)	362,119	443,596	90,530	22,632	22,632	22,632	22,632	22,632	1,009,408	2.7875%	36,211,935	9.59%	-2.84%
November (Sept)	318,001	389,552	79,500	19,875	19,875	19,875	19,875	19,875	886,429	2.7875%	31,800,132	4.41%	-1.49%
December (Oct)	345,411	423,129	86,353	21,588	21,588	21,588	21,588	21,588	962,834	2.7875%	34,541,123	11.72%	0.60%
January (Nov)									0	2.7875%	0		
February (Dec)									0	2.7875%	0		
March (Jan)									0	2.7875%	0		
April (Feb)									0	2.7875%	0		
May (March)									0	2.7875%	0		
June (Apr)									0	2.7875%	0		
Total	1,964,257	2,406,215	491,064	122,766	122,766	122,766	122,766	122,766	5,475,366		196,425,680		

* There is a two month lag between the payment and the receipt of Gross Receipts Taxes.

DECEMBER 2014 (OCT 2014 ACTIVITY)	2014	2013	Change in	Percent
Classifications (USA/CAN/MEX)	\$ Amount	\$ Amount	Dollars	Change
Agriculture, Forestry, Fishing & Hunting	-	-	-	0.00%
Mining and Oil and Gas Extraction	-	-	-	0.00%
Utilities	26,120.00	25,211.00	909.00	3.61%
Construction	44,207.00	29,620.00	14,587.00	49.25%
Sector 31-33 - Manufacturing	16,905.00	18,806.00	(1,901.00)	-10.11%
Wholesale Trade	7,171.00	7,483.00	(312.00)	-4.17%
Sector 44-45 - Retail Trade	400,575.00	301,524.00	99,051.00	32.85%
Sector 48-49 - Transportation & Warehousing	634.00	333.00	301.00	90.39%
Information	23,349.00	19,922.00	3,427.00	17.20%
Finance & Insurance	2,734.00	5,050.00	(2,316.00)	-45.86%
Real Estate, Rental & Leasing	12,986.00	10,150.00	2,836.00	27.94%
Professional, Scientific & Technical Services	35,808.00	32,871.00	2,937.00	8.93%
Admin and Support, Waste Mgt & Remed	20,513.00	18,807.00	1,706.00	9.07%
Education Services	354.00	709.00	(355.00)	0.00%
Health Care & Social Assistance	42,186.00	46,131.00	(3,945.00)	-8.55%
Arts, Entertainment & Recreation	2,317.00	1,044.00	1,273.00	121.93%
Accommodation & Food Services	147,597.00	125,656.00	21,941.00	17.46%
Other Services (except Public Admin.)	54,260.00	59,784.00	(5,524.00)	-9.24%
Unclassified Establishments	7,745.00	3,992.00	3,753.00	94.01%
SUB-TOTAL	845,461.00	707,093.00	138,368.00	19.57%
Food Distribution	97,006.00	144,296.00	(47,290.00)	-32.77%
Medical Distribution	24,330.00	21,935.55	2,394.45	10.92%
TOTAL	966,797.00	873,324.55	93,472.45	10.70%

FINANCE DEPARTMENT

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July, 2013 - June, 2014

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	1 c	1.225 c	1/4 c	1/16 c (1st)	1/16 c (2nd)	1/16 c	Projects	Projects	Receipts Tax	Effective	Gross	Growth	Growth
							1/16 c (3rd)	1/16 c (4th)	Revenues	Tax Rate	Receipts	Rate	Rate
July (May)	297,203	364,074	74,301	18,575	18,575	18,575	18,575	18,322	828,201	2.7875%	29,711,261	1.35%	1.39%
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February (Dec)	368,666	451,616	92,166	23,042	23,042	23,042	23,042	23,042	1,027,656	2.7875%	36,866,591	9.88%	4.82%
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July, 2014 - June, 2015

	General Fund	General Fund	Capital Improv.	Capital Projects	Capital Projects	Water/Wastewater/Wastewa			Total Gross		Taxable	Monthly	Average
	Fund	Fund				Solidwaste	Projects	Projects	Receipts Tax	Effective	Gross	Growth	Growth
	1 ¢	1.225 ¢	1/4 ¢	1/16 ¢ (1st)	1/16 ¢ (2nd)	1/16 ¢	1/16 ¢ (3rd)	1/16 ¢ (4th)	Revenues	Tax Rate	Receipts	Rate	Rate
July (May)	286,709	351,219	71,677	17,919	17,919	17,919	17,919	17,919	799,202	2.7875%	28,670,915	-3.50%	-3.50%
August (June)	309,470	379,100	77,367	19,342	19,342	19,342	19,342	19,342	862,646	2.7875%	30,946,952	-13.24%	-8.82%
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December (Oct)	345,411	423,129	86,353	21,588	21,588	21,588	21,588	21,588	962,834	2.7875%	34,541,123	11.72%	0.60%
January (Nov)	301,469	369,300	75,367	18,842	18,842	18,842	18,842	18,842	840,346	2.7875%	30,146,943	8.92%	1.63%
February (Dec)									0	2.7875%	0		
March (Jan)									0	2.7875%	0		
April (Feb)									0	2.7875%	0		
May (March)									0	2.7875%	0		
June (Apr)									0	2.7875%	0		
Total	2,265,726	2,775,515	566,432	141,608	141,608	141,608	141,608	141,608	6,315,712		226,572,623		

* There is a two month lag between the payment and the receipt of Gross Receipts Taxes.

JANUARY 2014 (NOV 2014 ACTIVITY)	2015	2014	Change in	Percent
Classifications (USA/CAN/MEX)	\$ Amount	\$ Amount	Dollars	Change
Agriculture, Forestry, Fishing & Hunting	-	-	-	0.00%
Mining and Oil and Gas Extraction	-	-	-	0.00%
Utilities	33,013.00	28,908.00	4,105.00	14.20%
Construction	34,736.00	41,244.00	(6,508.00)	-15.78%
Sector 31-33 - Manufacturing	19,021.00	19,483.00	(462.00)	-2.37%
Wholesale Trade	8,131.00	6,794.00	1,337.00	19.68%
Sector 44-45 - Retail Trade	311,504.00	279,730.00	31,774.00	11.36%
Sector 48-49 - Transportation & Warehousing	895.00	299.00	596.00	199.33%
Information	24,572.00	22,698.00	1,874.00	8.26%
Finance & Insurance	3,822.00	4,577.00	(755.00)	-16.50%
Real Estate, Rental & Leasing	9,324.00	7,089.00	2,235.00	31.53%
Professional, Scientific & Technical Services	38,589.00	25,285.00	13,304.00	52.62%
Admin and Support, Waste Mgt & Remed	10,837.00	12,549.00	(1,712.00)	-13.64%
Education Services	476.00	175.00	301.00	0.00%
Health Care & Social Assistance	43,314.00	45,311.00	(1,997.00)	-4.41%
Arts, Entertainment & Recreation	2,915.00	972.00	1,943.00	199.90%
Accommodation & Food Services	85,303.00	88,519.00	(3,216.00)	-3.63%
Other Services (except Public Admin.)	50,962.00	44,311.00	6,651.00	15.01%
Unclassified Establishments	9,604.00	1,692.00	7,912.00	467.61%
SUB-TOTAL	687,018.00	629,636.00	57,382.00	9.11%
Food Distribution	141,172.00	132,736.00	8,436.00	6.36%
Medical Distribution	19,550.00	17,887.00	1,663.00	9.30%
TOTAL	847,740.00	780,259.00	67,481.00	8.65%



January 27, 2015

Title:

Draft RFP for Financial Advisor Services

Summary:

Direction to staff on draft Request for Proposals for Financial Advisor Services.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

 [Draft RFP](#)

This Request for Proposal is to request services for a financial advisor to assist the Town of Taos in the sale of Refunding Bonds, Revenue Bonds and General Obligation bonds, and other financial services as requested.

A. Scope of Services / Schedule of Duties

The Town of Taos (Town) invites firms ("offerors") to submit proposals in accordance with the specifications contained in this Request for Proposals ("RFP"). The purpose of this procurement is to contract with a financial advisor firm to provide financial services, including, but not limited to:

1. Advise and assist Town of Taos Governing Body, general counsel, and staff with regard to financial matters, especially bond refinancing(s), rating(s) and sale(s).
2. Survey the Town's financial resources and existing indebtedness and advise as to the proper course of action and policy direction to achieve an optimal financial profile.
3. Evaluate the cash flow from any revenue sources that may constitute security for any obligation incurred.
4. Analyze and report on the advantages and disadvantages of each proposed financing.
5. Prepare a written plan for financing the Airport Expansion Project and other major Town projects that may arise.
6. Assemble and transmit to the Bond Attorney (s), State agencies, and or Trust Banks as required in the preparation of the necessary petitions, resolutions, notices and certificates. Submit such documents to the Governing Body for appropriate action.
7. Assist bond counsel in preparing the text of an official statement as required. The official statement and disclosure documents. Official statements will include a description of the securities, the project and pertinent financial and economic data. In the preparation of such an official statement, assist the Town in ascertaining material facts and circumstances regarding the project. The official statement will be printed and mailed, together with copies of the official notice of sale and basic legal documents to a comprehensive list of prospective bidders.
8. Recommend various provisions, terms, and conditions of proposed bond issues. Work with the Town's bond counsel and financing team in recommending size, structure, specific terms and conditions of a debt issue. Present information regarding methods of sale, including publicly offered and privately negotiated options.

9. Assist the Town in obtaining the best bond rating from the bond rating agencies.
10. Manage competitive or negotiated sale process. Arrange for advertising and premarketing of issue. Prepare the prospectus, official notice of sale, and bid forms for bond sale(s). Furnish these documents in a timely manner to the Town, financial publications, rating agencies, and prospective bidders as appropriate. Represent the Town at the bid opening for a public sale and analyze the bids, identify the most favorable bid, and made a recommendation as to award of the bid. Act as the Town's agent if bid negotiations are required. After the bid is awarded, prepare an actual debt service table based on accepted coupon rates.
11. Assist the Town in closing the financing, which includes assistance in selecting a bond printer and coordinate their delivery, and in advising the Town on the investment of proceeds pending expenditures.
12. Attend meetings of the Town Council or Town Staff to make oral presentations of the results from either recommendations or prepared reports, to the Town Manager, Assistant Town Manager, Finance Director and to the Town Council.
13. Provide advice regarding the debt financing plans and strategies of other entities, which are related to the health, safety and public welfare of the citizens of the Town of Taos.
14. Work with Town staff to review, update and/or develop policies and procedures related to Town's financial management.
15. Provide other services as reasonably requested by the Town.



January 27, 2015

Title:

Activities, Road Closures, Farmers Market

Summary:

Presentations, discussion, consideration and possible action or direction to staff concerning closing the Plaza to vehicular traffic as well as various roads throughout town for activities, parades, special events and possibly the Farmers Market.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

License for Use of Airport Well

Summary:

Discussion, consideration and possible approval of a License between the Town of Taos and Northern Mountain Constructors, Inc. for the use of the airport well to pump water to be used for the construction of the airport.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Amendment No. 1 to Contract TT-15-01 with Griffin and Associates

Summary:

Consideration and possible approval of Amendment No. 1 to contract TT-15-01 with Griffin and Associates for the marketing and advertising of the Town of Taos as a tourist destination.

Background:

The additional funds of \$40,000 will be funded by the New Mexico Tourism Grant.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

- ☐ [Amendment No. 1 to Contract TT-15-01](#)
- ☐ [Procurement Review](#)
- ☐ [Grant Agreement](#)
- ☐ [Contract Balance Spreadsheet](#)



Amendment No. 1 to Contract TT 15-01

This Amendment is hereby made and entered into by and between the Town of Taos, a New Mexico Municipality (hereinafter "TOWN") Griffin and Associates (hereinafter "CONTRACTOR") on this 9th day of January 2015.

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

WHEREAS, both the TOWN and the CONTRACTOR agree 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. Paragraph 1 is amended to include the following language to be inserted at the end of the paragraph:
 - D. Work or items charged against New Mexico Tourism Department Grant Number 15-418-3002-1015, in an amount not to exceed \$40,000 inclusive of gross receipts tax, which cannot precede the effective date of the grant. The work cannot be duplicative of work already submitted to and reimbursed by the Town to the vendor. Any photos, films, ads or other materials produced or secured by the CONTRACTOR on behalf of and reimbursed by the Town shall remain the property of the Town in perpetuity, or as negotiated per copyright agreement.
2. Paragraph 5.A. is amended to decrease the amount payable to the CONTRACTOR for all expenses, including gross receipts tax, direct advertising and promotion-related costs, administrative costs and any other agreed expense to \$351,681.35 annually and exclusive of paragraph 1 above. Any commissions approved for payment based on third party placements shall not exceed 15%.
3. All other provisions of this contract shall remain in full force and affect.

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

TOWN OF TAOS

Contractor

Richard Bellis, Town Manager

Date

Date

Marietta S. Lamb

Marietta Fambro, Finance Director

Legal Form Approved by:

Floyd W. Lopez

Floyd W. Lopez, Attorney

1/12/15

Date

1/12/15

Date

DOCUMENTATION REQUIRED FOR PURCHASES-

☒ **STATE USE ACT COMPLIANCE**

☒ Minimum of 3 solicitations and or oral/written quotation attached. OR memo required.

☒ Contract w/Scope of Service

Contract # Amendment #1 to TT-15-01

☒ Campaign Disclosure Form

Maturity Date: 06/30/2015

☒ W-9 if new vendor

Vendor Name Griffin and associates

☒ CONTRACTOR LICENSE # _____

RFP-10-11-15

☒ DOL REGISTRATION # _____

expired 06/30/2015

PLEASE NOTE: Bid bonds, Performance Bonds and Payment Bonds are required for construction projects over \$25000.00

Under \$5000

☐ Best Obtainable Price

\$5000.01-\$10,000

☐ 3 oral/written quotations minimum (Quotation Form, and written quotations attached)

\$10,000.01 - \$30,000

☐ 3- Written quotations on Company letterhead

\$30000.01-\$60,000 COORDINATE THROUGH PROCUREMENT OFFICE-INFORMAL PROCESS

☐ Specs&/Plans

☐ Sealed Bid (CONSTRUCTION) 3- Sealed written quotes on Company letterhead (Non-Const)

\$10,000 for Surveyors and Landscape Architects

\$60,000 and over ALL other Professional Services, Non-Professional Services and BIDS

☒ Bid/RFP # 10-11-15

☐ Specs &/ Plans

☐ Needs to be advertised at least 10 days prior to BID/RFP opening

☐ Bid Bond, Payment Bond and Performance Bond required (FOR CONSTRUCTION SERVICES)

☐ Construction contracts- Require **WAGE RATES** - Projects OVER \$60,000.00 (Required on projects over \$2,000 when using Federal monies- BOTH STATE WAGE RATES & DAVIS-BACON WAGE RATES)

☐ For BID & RFP (Submission must be SEALED)

☐ For BID & RFP (SEALED)- needs Council approval- **Date Approved** _____

☐ For RFP (Professional Liability Insurance may be required)

☐ For BID -Bidders Qualifications Statement

☐ For BID -List of subcontractors (If Applicable-Sub-Contractors Fair Practice Act form)

☐ For BID -Winning Contractor(s) requirement to attend Pre-Construction Conference (If Applicable)

☐ **Bids over \$60,000.00 require proof of registration with the Department of Labor for both GC and Sub-contractors**

☐ For BIDS & RFP- Change orders/Contract increases over \$25,000 must be approved by Town Council and include a recap cost to date.

☐ For BIDS & RFP-Notice regarding kickbacks

REQUESTED BY Maricella Garcia ON 01-06-2015

CONTRACT # TT-15-01 ^{amend.} no. 1 ISSUED BY Amberley ON 01-09-15

PROCUREMENT REVIEWED BY Sharon Veigt ON 1/09/15

AVAILABLE BUDGET REVIEWED BY Maricella ON 1/9/15

torres 1/9/2015 10:47 AM

w-bid documents/bidding & contract requirements/documentation.....

- ❑ **Bidding documents for a construction project (over \$25K) shall contain a listing threshold which shall be \$5000 or ½% of the Architect's or engineer's estimate of the total project cost.**
- ❑ **Sub contractors required to furnish payment & performance bonds to General Contractor if bid is over \$125K**
- ❑ **SPECS &/ PLANS MUST BE AVAILABLE BEFORE A BID NUMBER IS ISSUED BY THE PURCHASING AGENT.**
- ❑ **NO WORK SHALL BE AUTHORIZED WITHOUT A CONTRACT.**
- ❑ **MONEY HAS TO BE AVAILABLE IN THE BUDGET LINE NUMBER**
- ❑ **ALL DOCUMENTATION HAS TO BE MADE AVAILABLE TO THE PURCHASING OFFICE BEFORE A PURCHASE ORDER WILL BE ISSUED.**

DEFINITION OF TERMS:

Best obtainable price (best value): an assessment of the return which can be achieved based on the total life cycle cost of the item; can include an assessment of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item

Bid: an offer submitted by a prospective vendor in response to an invitation for bid (IFB) issued by a purchasing authority; become a contract upon acceptance by the buyer.

Bid Bond: an insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded (insured bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Contract: 1: a legally binding promise, enforceable by law 2: an agreement between parties, with binding legal and moral force, usually exchanging goods or services for money or other consideration 3: all types of agreements, regardless of what they may be called, for the procurement of disposal of supplies, services or construction 4: an agreement between a contracting authority and a person or business unit to provide a good, perform a service, construct a work, or to lease real property for appropriate consideration.

Payment Bond: a bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

Performance Bond: a bond, executed subsequent to award by a successful bidder, to protect the buyer from loss due to the bidder's inability to complete the contract as agreed; secures the fulfillment of all contract requirements.

Proposal: in competitive negotiations, the document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

Scope of Service: detailed description of work or service to be performed.

Sealed bid: a bid submitted in response to an invitation for bid. Bid is submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids.

Specs/Plans: a description of the physical or functional characteristics, or of the nature of a supply, service, or construction item: the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.



New Mexico Tourism Department
491 Old Santa Fe Trail * Lamy Building * Santa Fe, NM 87501

December 11, 2014

Dear Cooperative Marketing Grant Holder,

Enclosed is your fully executed Cooperative Marketing Grant Agreement for fiscal year 2014-2015 (FY15) for your records. The agreement covers eligible expenditures from July 1, 2014 through May 31, 2015.

Effective this grant cycle all creative materials (brochure, digital ad, print ad, website, billboard, radio or television ad, event materials, etc.) must follow the revised New Mexico True design standards and must be submitted prior to creation for approval. The new standards were unveiled on December 1, 2014 and can be found in the Ad Builder Toolkit in our asset library, media.nmtourism.org.

The submission process now incorporates a creative flow time schedule and a two-step approval process.

Creative flow time schedule

Determine the production deadline for your materials. Specifically, the date you need to provide final artwork to the printer/vendor to have the product created in time for your event, etc. Print and digital advertisements the Ad Focus form be submitted at least two weeks prior to the deadline; audio or video materials require three weeks lead-time.

Timelines assist in structuring the entire creative flow process (conception, development, final approval). The end result will be materials that have allowed you to tell your unique story to the potential visitor, while fully embracing the New Mexico True essence. And, this will all be done prior to publication deadlines without stress or undo pressures.

Two-step Approval Process

- **An Focus Form**

Visit the Ad Builder Toolkit and become familiar with the revised standards. Create an Ad Focus form, when you select the type of ad you will be producing the corresponding time schedule will be shown.

This submission begins a conversation with the Asset Review Team. In the Ad Focus form you will explain the motivation behind the materials you are creating. We ask you questions such as 'What are you trying to accomplish with this advertisement?' and 'Who is your audience?' Your answers will help our team provide you with feedback to assist in creating the best possible ad to accomplish your goals by leveraging the New Mexico True brand.

At this time you may submit the image(s), true/false statement, radio script, storyboard, etc. that you are considering but it is not a requirement. The more information you provide the greater understanding our team will have about your submission.

At the conclusion of the Ad Focus conversation, your submission will receive approval and it will be assigned an Ad ID number.

- **Ad Submission**

During this process download the revised templates, fonts and your personalized logo files. You will use these assets to develop your final materials.

NEW MEXICO TOURISM DEPARTMENT
COOPERATIVE MARKETING GRANT AGREEMENT

WHEREAS, the New Mexico State Legislature appropriated funds to the New Mexico Tourism Department ("Department") the Department's purpose includes providing a coordinated statewide perspective with regard to tourism activities;

WHEREAS, the Department desires to coordinate a statewide perspective by leveraging certain non-profits', local governments', and tribal governments' tourism advertising;

WHEREAS, Town of Taos wishes to provide advertising and promotional service to promote tourism in New Mexico and is willing to provide matching funds to further the above purpose; and

NOW, THEREFORE, the Department and Town of Taos, a New Mexico Local Government entity ("Contractor"), collectively the "Parties," make and enter this AGREEMENT. **IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. SCOPE OF WORK:

A. The Contractor agrees:

To work in collaboration with Taos County Chamber of Commerce, Taos Center for the Arts, Millicent Rogers Museum, Museum Association of Taos, Taos Pueblo Tourism, Taos Ski Valley Chamber of Commerce, and to promote New Mexico and the Taos area by advertising through various forms of media defined in the original application submitted in response to the 2014/2015 Online Application Process at <http://nmtourism.org/coop-marketing/online-application-process/>.

Match Requirement: The Department will provide a fifty percent (50%) match of eligible expenses up to the amount of the grant award, (the "Grant Award").

Contractor Agrees to expend this amount in eligible expenses: \$ 80,000

Grant Award - Maximum Department Match: \$ 40,000

B. The Contractor also agrees:

1. To expend an amount that meets or exceeds twice the amount of the Grant Award through actual cash expenditures; in-kind services do not qualify toward the match requirement.
2. To meet or exceed the requirements of the 2014/2015 Online Application.
3. To use the Department's toolkit in creating of all advertising; in the case of radio advertising, Contractor must use the slogan "New Mexico Land of Enchantment" or personalize the message to be "(your community/event) is New Mexico True".

4. To provide its own funds, above and beyond the Grant Award, to perform the requirements defined in the scope of work of this agreement.
5. That if Contractor fails to spend all of its awarded funds without notifying the Department during its "Mid-Year Status Update" described below, that failure may affect Contractor's eligibility for future years' awards.

C. Deliverables:

Mid-Year Status Update: During the first full workweek of January 2015, Contractor shall submit a mid-year status update confirming that it will expend the balance of the Grant Award grant funds on or before June 10, 2015. If the Contractor anticipates that it will not spend the balance of the Grant Award by June 10, 2015, the Contractor shall notify the Department of the balance it does not anticipate spending in its mid-year status update, and the Department may designate the balance to another purpose.

End of year Tracking and Impact Report ("TIR"): Contractor shall complete and submit a TIR along with the Contractor's final request for payment on or before June 10, 2015. The TIR is available on the Website. Failure to submit the completed report on or before June 10, 2015 may result in forfeiture of the final reimbursement.

2. **COMPENSATION:**

- A. The Department shall reimburse to the Contractor in full payment for eligible expenses an amount not to exceed \$ 40,000 . The Department shall not reimburse the Contractor more than fifty percent (50%) of this amount before January 1, 2015..

B. Gross Receipts Tax

The Contractor is a non-profit organization, local government, or tribal government and therefore is exempt from paying New Mexico Gross Receipts Tax, and/or is registered with the New Mexico Taxation and Revenue Department to pay gross receipts tax, if applicable. If Contractor is registered to pay gross receipts tax, the amount of the award described in 2.A includes this tax.

C. Payment

Reimbursement shall be made to the Contractor upon the Department's receipt of a completed request for payment form along with supporting documentation, as defined on the form. Contractor must adhere to the 2014-2015 Online Application and Request for Payment Form. Requests for payment must be submitted on a quarterly basis. Quarters are defined as follows:

- First and Second Quarters Combined – July 1, 2014 through December 31, 2014
- Third Quarter – January 1, 2015 through March 31, 2015

- Fourth Quarter – April 1, 2015 through May 31, 2015

Requests must be postmarked on or before the fifteenth (15th) day after the end of each quarter except for the Fourth Quarter ending May 31st; for the fourth quarter, the request must be postmarked on or before the tenth (10th) day of June 2015. Failure to adhere to these requirements for the first, second, and third quarters may result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted. Failure to adhere to these requirements for the fourth quarter will result in the Department re-designating the remaining agreement balance and the balance will not be reimbursed at a future date.

3. **TERM:**

THIS AGREEMENT IS EFFECTIVE on the date of last signature, below. This Agreement shall terminate on **June 30, 2015**, unless terminated pursuant to paragraph 4, infra.

4. **TERMINATION:**

A. Cancellation without Penalty

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Department'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, if the Department is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. Termination Management

Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all reasonable directives issued by

the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention, or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to the Contractor by the Department shall become property of the Department upon termination and shall be submitted to the agency as soon as practicable.

5. STATUS OF THE CONTRACTOR:

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

6. ASSIGNMENT:

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

7. SUBCONTRACTING:

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

8. RECORDS AND AUDIT:

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

9. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. RELEASE:

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

11. CONFIDENTIALITY:

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

12. PRODUCT OF SERVICES: COPYRIGHT:

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

13. GOVERNMENTAL CONDUCT ACT:

The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 to -18 (1967, as amended through 2011), regarding contracting with a public officer or state employee have been followed.

14. AMENDMENT:

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

15. MERGER:

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

16. NOTICE:

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199 (1987, as amended through 2014), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. EQUAL OPPORTUNITY COMPLIANCE:

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

18. APPLICABLE LAW:

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

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

19. INDEMNIFICATION:

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

20. OTHER PROVISIONS:

This Agreement is contingent upon Contractor's compliance with the **2014/2015** Online Application and the **2014/2015** Request for Payment Form. By signing this Agreement, the Contractor acknowledges that it has received a copy of the 2014/2015 Proposal Guidelines and the 2014/2015 Request for Payment form.

21. NOTICES:

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

To the Department:

New Mexico Tourism Department
Audrey Herrera-Castillo
491 Old Santa Fe Trail
Santa Fe, NM 87501
505-412-1183
audrey.herrera-castillo@state.nm.us

To the Contractor:

Town of Taos
Rick Bellis
400 Camino de la Placita
Taos, New Mexico 87571
(575) 751-2000
rbellis@taosgov.com

22. AUTHORITY:

The person signing below for the Contractor has the authority to bind the Contractor without further resolution or authorization by Contractor's organization.

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

CONTRACTOR

By: *Richard P. Bellis*

Title: *Town Manager*

Date: *11/5/14*

STATE OF NEW MEXICO

New Mexico Tourism Department

By: *B210W*

Date: *12-1-14*

NEW MEXICO TAXATION & REVENUE DEPARTMENT

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

ID: 01-710103-004

By: *Mark 29*

Date: *11/26/14*

Griffin and Associates TT-15-01

Revised Contract Amount

Original Contract Amt.	\$ 385,000.00
Less Decrease of Revenue 5%	\$ 21,818.65
Less Contingency	<u>\$ 11,500.00</u>
Revised Contract Amt.	\$ 351,681.35

Contract Balance

Revised Contract Amt.	\$ 351,681.35
Less Invoices Paid (July-November)	\$ 146,199.39
Less December Invoice	\$ 13,738.69
Less Taos County Assoc.	\$ 10,000.00
Less Taos County Assoc.	\$ 2,704.69
Less Taos County Assoc.	\$ 2,812.88
Less Bella Media	\$ 14,605.31
Less March 2015 Expenditure	<u>\$ 2,875.00</u>
Contract Balance	\$ 158,745.39



January 27, 2015

Title:

Proposed Ordinance, Fine Schedule and Conditions

Summary:

Proposed ordinance, schedule and conditions for fire department fines and fees. For discussion purposes for the information of Council and to receive direction to staff as to the scheduling for a public hearing as a proposed ordinance.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

- ☐ [Proposed Ordinance](#)
- ☐ [Proposed Citation Program](#)
- ☐ [Proposed Inspection Citation](#)



PROPOSED

**TOWN OF TAOS
ORDINANCE 15-__**

AN ORDINANCE ADOPTING BY REFERENCE THE 2015 INTERNATIONAL FIRE CODE REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES IN THE TOWN OF TAOS; ADOPTING CERTAIN CHANGES TO THE 2015 INTERNATIONAL FIRE CODE; REPEALING AND REPLACING TOWN OF TAOS CODE SECTION 8.12, FIRE PREVENTION; ADOPTING A FINE SCHEDULE AND CITATION PROGRAM, AND REPEALING ANY OTHER PROVISION OF THE TOWN CODE OR ANY OTHER ORDINANCE CLEARLY INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, the International Code Council has issued the International Fire Code, 2015 edition (“2015 International Fire Code”), designed to update state and local fire codes throughout the United States, make them more uniform, and make them more consistent and compatible with related codes such as building codes;

WHEREAS the Town Council finds that the 2015 International Fire Code provides a more comprehensive and modern set of fire-related regulations than those existing under the present Town Code;

WHEREAS the Town Council finds that the 2015 International Fire Code is more consistent with the uniform building codes that the Town has adopted than are the provisions of the present Town Code adopting fire codes (specifically Section 8.12.10 of the present Town Code;

WHEREAS the Town Council finds that the adoption of the 2015 International Fire Code, with certain relatively minor modifications, will assist the Town's fire officials and firefighters in their tasks of minimizing risks to life and property from fire and explosions;

NOW, THEREFORE, BE IT ORDAINED BY THE Governing Body of the Town of Taos, meeting in Regular Session, this 24th day of February, 2015, after having held a duly noticed public hearing on the matter, hereby adopts the following provisions.

1. This ordinance repeals Town Code Chapter 8.12, Fire Prevention, Section 010, "Codes Adopted," and replaces that section with the following:

A. There is adopted by reference, with the exceptions and changes set forth in Subparagraph E below, the International Code Council's 2015 International Fire Code for the purposes of regulating and governing the safeguarding of life and property from fire and explosion hazards and from conditions hazardous to life or property in the occupancy of buildings and premises in the town of Taos.

B. The 2015 International Fire Code is incorporated by reference into this Town Code as if fully set out herein, and shall be controlling with respect to the Town except as modified in Subparagraph E below, or inconsistent with State law or regulation. If any provision of this Code is inconsistent with state law or regulation regulating the safeguarding of life and property from fire and explosion hazards and from conditions hazardous to life or property in the occupancy of buildings and premises related to fire prevention, the state law or regulation controls.

C. All provisions of the Town of Taos Code not repealed and replaced by this section, including all sections of Chapter 8.12, Fire Prevention, other than Section

8.12.010, remain in place and in force except to the extent, if any, that they are inconsistent with the provisions of this section or with state law.

D. A true and correct copy of the 2015 International Fire Code shall be maintained by the Town Clerk and made available to any member of the public for inspection and copying during regular business hours. A copying fee may be charged for copies made.

E. Certain provisions of the 2015 International Fire Code are modified as follows:

i. Section 101, “General,” subsection 101.1 Title, is modified to insert the “the Town of Taos” in the brackets so that the subsection will read:

101.1 Title. These regulations shall be known as the Fire Code of the Town of Taos, hereafter referred to as “this code.”

ii. Section 101, “General,” subsection 2.1, “Appendices” is modified to provide:

101.2.1 Appendices. Appendix B, Fire-Flow Requirements for Buildings; Appendix C, Fire Hydrant Locations and Distribution; Appendix D, Fire Apparatus Access Roads; Appendix E, Hazard Categories; Appendix F, Hazard Ranking; and Appendix G, Cryogenic Fluids- Weight and Volume Equivalents; Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions; Appendix I, Fire Protection Systems- Noncompliant Conditions; Appendix J, Building Information Sign; Appendix K, Construction Requirements for Existing Ambulatory Care Facilities are adopted. Appendix A, Board of Appeals is not adopted.

iii. Section 108, “Board of Appeals,” subsection 108.1, “Board of Appeals established” is modified by changing the third sentence to read, “The Fire Marshal or his designee shall be an ex officio member of said board but shall have no vote on any matter before the board.”

iv. Section 108, “Board of Appeals,” Subsection 108.3, “Qualifications,” is modified by striking the words “and are not employees of the jurisdiction” at the end of the sentence so that the subsection reads, “The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems.”

v. Section 109, “Violations,” subsection 109.4 “Violation Penalties,” is modified by placing the words “petty misdemeanor” in the first set of brackets; placing the words “five hundred dollars (\$500.00)” in the second set of brackets; and placing the words “ninety (90) days” in the third set of brackets, so that the provision will read:

109.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be guilty of a petty misdemeanor, punishable by a fine of not more than five hundred (\$500.00) dollars or by imprisonment not exceeding ninety (90) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

vi. Section 111, “Stop Work Order,” subsection 111.4, “Failure to comply” is modified by inserting “fifty dollars (\$50.00)” in the first set of brackets and “five hundred dollars” (\$500.00) in the second set of brackets so that the full provision reads:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than fifty dollars (\$50.00) or more than five hundred dollars (\$500.00).

vii. Section 202, “General Definitions,” is modified to add the following definition:

AHJ, Authority Having Jurisdiction. The Fire Chief, Fire Marshal, Code Enforcement Officer, or department-approved designee of the Town of Taos Fire Department.

viii. Section 903, “Automatic Sprinkler Systems,” Subsection 903.2, “Where required,” “Exception,” shall be modified by adding to the end of the “Exception” paragraph, “with installation of approved alternative extinguishment system, where required by fire code official” so that the full “Exception” paragraph (which appears immediately before 903.2.1) reads:

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711 of the *International Building Code*, or both, with the installation of an approved alternative extinguishment system, where required by the Fire Code Official.

2. The attached Citation Program and Fine Schedule are hereby adopted.

3. **Severability.** If any provision of this ordinance is, for any reason, held to be unconstitutional or otherwise unlawful by a court of competent jurisdiction, such decision shall not affect the legality or validity or enforceability of any other provision of this ordinance. The Council hereby declares that it would have passed this ordinance irrespective of the

fact that any one or more of its provisions would be declared unconstitutional or otherwise unlawful.

4. This ordinance shall be effective immediately upon its final passage and adoption.

This ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, AND APPROVED this 24th of February, 2015 by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Frederick A. Peralta	_____
Councilmember George "Fritz" Hahn	_____
Councilmember Judith Y. Cantu	_____

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

APPROVED AS TO FORM

Renee Lucero, Town Clerk

Floyd W. Lopez, Town Attorney

TAOS FIRE DEPARTMENT

Code Enforcement Division

323 Camino de la Placita Taos, NM 87571 575-758-3386

Fire Code Citation Program

The goal of the Taos Fire Department is for voluntary compliance in correcting any Fire Code violations found during our fire inspection programs. We hope that education about the fire code requirements and their potential for harm will cause the owner/occupant to take corrective action.

However, there are times where we must use a citation as a response to fire code violations that endanger the public. Citations impose an immediate financial impact on those responsible for these code violations in an attempt to discourage repeat offenses.

Citations

If an officer with the Fire Marshal's office determines that a violation of the Fire Code has occurred, a citation may be issued to the individual who committed the violation. Citable violations include, but are not limited to:

- ❖ Failure to obtain any required permits or failure to adhere to permit conditions.
- ❖ Failure to adhere to assigned occupant load limits within occupancy.
- ❖ Blocked or obstructed exits; exit corridor or aisle obstructed or width reduced.
- ❖ Fire alarm device or fire extinguishing system blocked, obstructed or otherwise rendered unusable.
- ❖ Parking in a posted or marked fire lane on a private street or public property, blocking or obstructing any fire hydrant or fire department connection
- ❖ Possession or use of illegal fireworks.
- ❖ Illegal Storage/use of fireworks or explosives.
- ❖ Illegal occupancy in violation of Building/Fire Code.
- ❖ Burning in violation of Fire Code and Town Ordinances.
- ❖ Repetitive false alarms in occupancies or businesses equipped with fire, smoke and/or sprinkler flow detection systems.
- ❖ Knowingly maintaining a fire hazard by failure to correct fire code violations noted in writing.

- ❖ Violations that would constitute or contribute to an immediate and/or imminent hazard to life and/or property.

Process of Citation

Any notice of violation, with the exception of the issuance of criminal process, will specify a period during which the violator must correct the violation. If the violation is not corrected within such specified time, the violator is subject to being cited for a new and separate offense(s).

The following process will be followed unless there is an immediate or life safety issue.

1. Written violations of the fire code will be issued to the owner, occupant, or representative of the property owner, with time given to correct the violation.
2. If no corrections are made:
 - a. A civil citation may be issued; and
 - b. Criminal charges may be sought through the court.

All appeals shall be made through the court, and fines shall be paid to the Town of Taos.

False Alarm Ordinance Fines

1 st Alarm	Free
2 nd Alarm	Free
3 rd Alarm	\$50.00
4 th Alarm	\$50.00
5 th Alarm	\$100.00
6 th Alarm	\$100.00
7 th Alarm	\$500.00
8 ^{or} more Alarms	\$500.00 and/or revocation of Alarm Permit
No Key Holder Response	\$125.00

Citation Fee Schedule

Occupancy Posting Requirements- Address, evacuation plan, occupancy load, etc.	\$ 25.00
Fire Extinguisher- Lack of or out of compliance	\$50.00
Open Burning without a permit, per violation	\$ 300.00
Failure to secure a permit, per violation	\$ 250.00
General Fire Code Violations	\$ 100.00
Subsequent Violation of same code	\$ 50.00
Life Safety Violations	\$ 500.00

**TAOS FIRE DEPARTMENT
FIRE PREVENTION INSPECTION
FINE SCHEDULE**

323 Camino de la Placita

Taos, NM 87571

Office: 575-758-3386

Fax: 575-737-2665

FIRE CODE VIOLATION CITATION

THE TAOS FIRE DEPARTMENTS CODE ENFORCEMENT OFFICE ALLEGES THAT ON THE _____
DAY OF _____, 20____ THE TOWN OF TAOS FIRE PREVENTION CODE WAS UNLAWFULLY AND
WILLFULLY VIOLATED BY:

(NAME): _____

LOCATION / ADDRESS: _____

TYPE OF OCCUPANCY

		GENERAL FIRE OR FIRE SAFETY HAZARD	\$100.00
	ASSEMBLY	APPROVED FIRE EVACUATION PLAN NOT POSTED	\$25.00
	BUSINESS	STREET ADDRESS NOT POSTED	\$25.00
	EDUCATIONAL	STREET ADDRESS NOT VISIBLE	\$25.00
	INDUSTRIAL	BREACH IN FIRE WALL / FIRE STOPS	\$100.00
	INSTITUTIONAL	FIRE / EXIT DOOR INOPERATIVE	\$300.00
	MERCANTILE	FIRE ALARM INOPERATIVE	\$300.00
	RESIDENTIAL	SPRINKLER SYSTEM INOPERATIVE	\$300.00
	STORAGE	SPRINKLER SYSTEM NOT COMPLYING WITH CODE	\$100.00
	VACANT	PORTABLE FIRE EXTINGUISHERS	\$50.00
	OPEN BURNING	OVERCROWDING	\$250.00
		OCCUPANCY LOAD CERTIFICATE NOT POSTED	\$25.00
		BLOCKED MEANS OF EGRESS	\$500.00
		BLOCKED STAIRWELL/STAIRWAY	\$500.00
		EXIT ILLUMINATION AND MARKING	\$50.00
		LOCKED OR CHAINED EXIT DOORS	\$500.00
		EXIT /EGRESS DOOR NEEDS REPAIR	\$50.00
		FIRE EXIT / AISLE BLOCKED	\$500.00
		SPRAY BOOTH NOT COMPLYING TO CODE	\$100.00
		STANDPIPE SYSTEM NOT COMPLYING WITH CODE	\$100.00
		ILLEGAL OPEN BURNING	\$300.00

TOTAL VIOLATIONS: _____

CITATION AMOUNT: \$_____

YOU ARE HEREBY FINED FOR THE ABOVE FIRE CODE VIOLATION(S). YOU MAY APPEAR IN THE
TOWN OF TAOS MUNICIPAL COURT AT 114 CIVIC PLAZA DRIVE, TAOS, NM 87571, AT: _____

OR YOU CAN MAKE CHECKS PAYABLE TO THE TOWN OF TAOS.

FAILURE TO PAY THE FINES(S) WITHIN 30 DAYS WILL RESULT IN THE FILING OF ADDITIONAL CIVIL FINES AND/OR
CRIMINAL ACTIONS AGAINST YOU THROUGH THE COURT. EACH DAY THE VIOLATION(S) CONTINUES TO EXIST
SHALL CONSTITUTE A SEPARATE OFFENSE FOR THE PURPOSE OF ISSUING ADDITIONAL CITATIONS.

DATE: _____

Inspector: _____

ACKNOWLEDGE RECEIPT OF THIS CITATION: _____



January 27, 2015

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Potential Meeting with Taos Pueblo Tribal Government Officials

Summary:

Invitation from the Mayor and Council to meet with the Taos Pueblo Tribal Government officials.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Potential Date for a Joint Meeting

Summary:

Discussion regarding a potential date for a joint meeting between the Town and the County.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Workshop Meeting Date(s)

Summary:

Discussion the next Workshop Meeting date(s).

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

Town of Taos/UNM Parking Agreement

Summary:

Discussion, consideration and possible action regarding a parking agreement between the Town of Taos and UNM for use by UNM-Taos downtown campus students of parking at the Town Hall and Library.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

PERSONNEL MATTERS

Summary:

(Executive and Public Session Informational Items/Action Items) Discussion, consideration, and decisions regarding limited personnel matters relating to the final recommendations for the Employee Compensation Plan. These items may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H)(2), which allows for discussion of limited personnel matters.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



January 27, 2015

Title:

PERSONNEL MATTERS

Summary:

(Executive and Public Session Informational Items/Action Items) Discussion, consideration, decisions and possible direction to staff regarding limited personnel matters relating to the positions of Tourism and Marketing Director and Planning, Community and Economic Development Director. These items may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H) (2), which allows for discussion of limited personnel matters.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available