



AGENDA
November 12, 2014
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. **APPROVAL OF MINUTES**
 - A. **October 21, 2014 Special Meeting Minutes**
 - B. **October 28, 2014 Regular Meeting Minutes**
 7. **AWARDS AND RECOGNITIONS**
 - A. **Employee of the Month**

Presentation of a certificate of acknowledgement to Virgil Vigil - Town of Taos November Employee 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. **CONSENT AGENDA**

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

 - A. **Resolution 14-56 Community Development Block Grant Procurement Policy**

Discussion, consideration and possible approval of Resolution 14-56 to re-adopt the Procurement Policy for Community Development Block Grant Projects, affirming utilization of all applicable provision of the New Mexico Procurement Code NMSA 1978, Section 13-1-28 through 13-1-199. This Resolution will replace Resolution 13-63 adopted November 26, 2013.

B. Resolution 14-57 Citizen Participation Plan

Discussion, consideration and possible approval of Resolution 14-57 to re-adopt the Citizen Participation Plan, encouraging participation within the community by providing citizens with reasonable and timely access to local public meetings, information and records relating to the proposed and actual use of Community Development Block Grant funds. This Resolution will replace Resolution 13-64 adopted November 26, 2013.

C. Resolution 14-58 Fair Housing Plan

Discussion, consideration and possible approval of Resolution 14-58 to re-adopt the Fair Housing Plan in accordance with the Fair Housing Act, making known the Town of Taos' commitment to the principle of fair housing, and describing action it shall undertake to affirmatively further fair housing. This Resolution will replace Resolution 13-65 adopted November 26, 2013.

D. Resolution 14-59 Anti Displacement and Relocation Plan

Discussion, consideration and possible approval of Resolution 14-59 to re-adopt the Residential Anti-Displacement and Relocation Assistance Plan, providing replacement units, relocation assistance, and minimizing displacement should the Town of Taos cause displacement as a direct result of demolition or conversion of lower-income dwellings. This Resolution will replace Resolution 13-66 adopted November 26, 2013.

E. Resolution 14-60 Section 3 Plan

Discussion, consideration and possible approval of Resolution 14-60 to re-adopt the Section 3 Plan, encouraging the use of small local businesses and the hiring of low income residents of the community. This Resolution will replace Resolution 13-67 adopted November 26, 2013.

10. MATTERS FROM STAFF

A. Resolution 14-66 - Annual Inventory Certification

Discussion, consideration and possible approval of Resolution 14-66 certifying the annual physical inventory of movable chattels and equipment costing more than \$5,000 for fiscal year end June 30, 2014.

B. Grant Agreement C5142104 with New Mexico Department of Transportation

Discussion, consideration and possible acceptance of a grant from the New Mexico Department of Transportation Capital Appropriation Project (Control Number C5142104) in the amount of \$180,000 to plan, design and construct road, drainage and utility improvements on Camino del Medio.

C. Memorandum of Understanding with North Central Regional Transportation District

Discussion, consideration and possible approval of Memorandum of Understanding TT-15-125 with North Central Regional Transportation District for the transfer of Taos Express and Klauer Campus service routes.

D. Other Matters

11. TOWN MANAGER'S REPORT

A. Marketing and Tourism Director

Update on hiring of Marketing and Tourism Director.

B. Marketing and Advertising Contract

Status report on the Marketing and Advertising Contract with Griffin and Associates.

C. Staff Introduction

Introduction of Lynda Perry, Grants and Revenue Development Coordinator.

D. Other Matters

12. MATTERS AND REPORTS FROM THE MAYOR

A. Appointment to NCRTD

Consideration and possible approval to appoint a member and alternate to the North Central Regional Transit District.

B. Other Matters

13. MATTERS AND REPORTS FROM THE COUNCIL

A. Other Matters

14. 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/>*



November 12, 2014

Title:

October 21, 2014 Special Meeting Minutes

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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MINUTES
October 21, 2014
Special Meeting

Town Council Chambers - 120 Civic Plaza Drive
9:00 AM

1. CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE

The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Pro Tem Andrew T. Gonzales at 9:07 a.m.

2. ROLL CALL

Ms. Francella Garcia, Deputy Clerk, called roll and a quorum was present.

Those present were:

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

Also present were:

Town Manager, Richard Bellis
Town Attorney, Floyd Lopez
Deputy Clerk, Francella Garcia

Those absent/excused were:

Mayor, Daniel R. Barrone
Town Clerk, Renee Lucero

3. PLEDGE OF ALLEGIANCE

Francisco Espinoza, Public Works Director, led the audience in the Pledge of Allegiance.

4. MOMENT OF SILENCE

Moment of silence in honor of Breast Cancer Awareness Month and for those who have suffered from breast cancer and are suffering from breast cancer.

5. APPROVAL OF AGENDA

1 Councilmember Peralta made a motion to approve. Councilmember Hahn seconded
2 the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu ,
3 Gonzales , Hahn , Peralta .

4 **6. MATTERS FROM STAFF**

5 **A. Resolution 14-51 Cooperative Grant Agreement 2014-2015**

6 Discussion, consideration and possible approval of Resolution 14-51
7 authorizing participation in the local government road fund program
8 administered by the New Mexico Department of Transportation. The
9 total amount of the cooperative agreement will be \$85,060 to be funded in
10 proportional share by the parties hereto as follows: New Mexico Department
11 of Transportation's share shall be 75% or \$63,795 and Town of Taos'
12 proportional matching share shall be 25% or \$21,265. The intended use of the
13 funding is to make repairs to the Taos Plaza roads.

14 Francisco Espinoza, Public Works Director, stated the application with the New
15 Mexico Department of Transportation is for the upcoming 2014-2015 fiscal year.
16 He explained the funding will address serious drainage problems around the
17 historic Taos Plaza roadways.

18 Councilmember Gonzales asked whether the proposed roadways are identified as
19 those in most need.

20 Mr. Espinoza stated when funding is used for such a small dollar amount he
21 completes smaller projects which will become an overlay and projects which
22 already have infrastructure. He further added it was his understanding the Mayor
23 and the Council expressed an interest in addressing infrastructure in the downtown
24 area. Therefore, he believes it would be a viable project to meet those goals.

25 Councilmember Peralta asked how much can be done with eighty-five thousand
26 dollars and what would be the first priority when the project goes out for bid.

27 Mr. Espinoza stated the South Plaza would be the most important segment of the
28 roadways. He explained the existing storm sewer needs to be rehabilitated in that
29 area due to eighty-percent of the storm water ponding in that section.

30 A discussion ensued regarding the direction the storm sewer would run and the
31 conditions of the sidewalks.

32 Councilmember Hahn thanked Mr. Espinoza for his work and efforts. He
33 expressed concerns that the project may exceed the eighty-five thousand dollars.
34 Mr. Espinoza stated when the application was prepared it was estimated the cost
35 would be one-hundred-four thousand dollars; however, the state never allocates
36 the full requested amount.

37 A discussion ensued on concerns of streets closures in the historic district and
38 whether it was feasible for the project to be completed at night.

39 Councilmember Peralta recommended the project be completed in the spring when
40 traffic is at a minimal which would result in less money spent on traffic control.

41 Councilmember Peralta made a motion to approve. Councilmember Hahn

seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

B. Contract TT-15-114 Garcia Underground, Inc.

Discussion, consideration and possible approval of Contract TT-15-114 with Garcia Underground, Inc. in the amount of \$546,437 plus gross receipts tax for the Weimer Hills Water Distribution project to include approximately 4,200 linear feet (LF) of 8-inch C900 waterline and 8,150 LF of 6-inch C900 waterline, including gate valves, fire hydrants, air/vacuum valves and water meter assemblies.

(Engineers Estimate was \$892,840.90)

Mr. Espinoza stated there is a thirty-percent difference from the lowest bid to the actual estimate prepared by the Souder Miller and Associates. He explained a total of nine bids were received and all bidders attended the pre-bid meeting and visited the project site. In addition, they were allowed to submit questions which were answered by the engineering firm.

A discussion ensued on the comparison of the lowest bid to the other bids which were received and other Town projects completed by Garcia Underground Inc.

Richard Bellis, Town Manager, stated Souder, Miller and Associates have worked with Garcia Underground, Inc. in the past and they were satisfied with the quality of their work, which also met project requirements. Mr. Espinoza further added Souder, Miller and Associates has verified the qualifications of Garcia Underground to perform the work associated with this project and they recommend awarding the contract to Garcia Underground, Inc.

Councilmember Hahn expressed concern about the bid from Garcia Underground Inc. being much less than the other bids. Mr. Espinoza stated Garcia Underground submitted their bid based on the fact that they are already in town; therefore, mobilization cost is minimal. In addition, they do not contract with many sub-contractors.

Councilmember Peralta made a motion to approve. Councilmember Hahn seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

C. Resolution 14-54 Budget Adjustment Request

Consideration and possible approval of Resolution 14-54 Budget Adjustment Request to Community Grants Fund - Increase Library Grant in Aid revenue and expenditure in the amount of \$1,280.

Mr. Bellis stated additional Library Grant in Aid funding was received and the budget adjustment is to adjust the budget accordingly.

Councilmember Hahn made a motion to approve. Councilmember Cantu seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

D. New Mexico State Library Grant in Aid

Consideration and possible acceptance of grant from New Mexico State Library in the amount of \$7,780 which is the annual State Grant in Aid grant that libraries receive.

Councilmember Hahn made a motion to approve. Councilmember Peralta seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

7. TOWN MANAGER'S REPORT

A. Solicitation of Contract Attorney Services

The Town Attorney is seeking approval to publish an RFQ, not to exceed \$60,000, for one or more contract attorneys to address the following areas:

- Affordable housing (MFA v. Town of Taos re: Chamisa Verde and revision of the Town Affordable Housing Ordinance)
- Water law and rights issues (Abeyta settlement, Spring Ditch, etc.)
- Local Economic Development Act (LEDA) (update current Town LEDA Ordinance, develop a LEDA project application/contracting template and possibly create an evaluation/scoring template)
- Other general legal matters

Mr. Bellis stated sixty-thousand dollars has been allocated in the budget for contract attorney services for various legal issues. Mr. Bellis further stated he believes it would save time to have attorneys who are familiar with Town issues and can focus on these projects. He explained updates to the Affordable Housing Ordinance are needed before the Town can proceed in any further actions, water right issues pertaining to the Abeyta Settlement and the Spring Ditch need to be addressed and the Town's Local Economic Act Ordinance needs to be updated along with the project application and the creation of an evaluation template.

Councilmember Hahn requested clarification that funds will not be used unless needed. Mr. Bellis stated he was correct.

Councilmember Peralta made a motion to approve. Councilmember Cantu seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

B. Solicitation of Expert Witness(s)

The Town Attorney is seeking approval to publish an RFQ, not to exceed \$20,000, for one or more expert witnesses with expertise in the following areas to address pending litigation:

- Hydrology
- Climatology
- Water Rights
- Other general areas of expertise

Mr. Bellis stated as the Town moves towards potential litigation on water right issues there could be a need to bring in expert witnesses. He further added some of the studies may impact the litigation completed by other hydrogeology engineering firms. In addition, legal assistance may also be needed. Mr. Bellis requested approval in the event the Town Attorney needs to solicit services of expert witnesses to defend the position of the Town and so that the Town may act quickly on issuing an RFQ.

1 A discussion ensued on whether these water right issues would fall under the
2 current contract with Daniel B. Stephens and Associates and how the Town would
3 budget for these services.

4 Floyd Lopez, Town Attorney, stated in reviewing the Daniel B. Stephens and
5 Associates contract it does embrace cases that have pending litigations; however,
6 the reason they are asking for approval is that the actual analysis conducted on the
7 Town wells were done by another hydrogeology firm and Daniel B. Stephens and
8 Associates are relying those analysis. Therefore, the Town may need expert
9 witnesses from those who conducted the actual studies of the wells.

10
11 **Councilmember Peralta made a motion to approve. Councilmember**
12 **Gonzales seconded the motion. The motion Passed. The Councilmembers**
13 **voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .**

14 **C. Solicitation of Legislative Lobbying Services**

15 ***For discussion, consideration and possible action.*** The Town Manager is
16 **seeking direction with regards to issuing an RFQ for lobbying services with**
17 **regards to the upcoming session of the NM State legislature and other**
18 **possible federal, state and local funding priorities.**

19 Mr. Bellis stated the legislative session is quickly approaching and the prior
20 contract for lobbying services expired on July 1, 2014; therefore, he is requesting
21 permission to issue an RFQ for lobbying services. He further added several parties
22 have expressed an interest in providing these services and he will come back to
23 Council with a recommendation.

24
25 Councilmember Gonzales suggested rather than paying a flat rate amount that a
26 portion of the contract amount be based as a percentage on the actual amount
27 awarded to the Town. He further added he believes the best lobbyist is the Mayor,
28 the Town Council, and Town Manager as opposed to paying a lobbyist.

29
30 Mr. Bellis agreed with Councilmember Gonzales; however, recommended that
31 issuing an RFQ for the legislative session and broadening the scope of work to
32 include lobbying for federal and state grants that would match the Town's ICIP
33 priorities.

34 Councilmember Peralta asked what the Town will be lobbying for this year. He
35 further added he believes the Town needs to decide what they will be lobbying for
36 in order to determine the best qualified person for the job.

37
38 Mr. Bellis recommended approving contingent upon Council's direction during the
39 Workshop Meeting on what the priorities should be or adjourn the meeting and
40 comeback after the Workshop Meeting and approve the priorities which will be
41 included in the scope of services.

42
43 Councilmember Peralta recommended that staff put together a list of priorities that
44 is needed and bringing it back to Council for approval.

45
46 Mr. Bellis suggested tabling for further discussion at the Workshop Meeting and
47 bringing it back for approval at a later date with a draft of the RFQ.

48 **Councilmember Peralta made a motion to direct staff to create an RFQ for a**

1 lobbyist for the amount budgeted.

2 Councilmember Hahn second the motion for further discussion.

3
4 Councilmember Hahn stated he wants the RFQ to be fine-tuned and wants specific
5 tasks to be prioritized.

6
7 Councilmember Cantu stated it will be better served after ideas are discussed at
8 the Workshop Meeting.

9
10 Councilmember Peralta made a motion to table. Councilmember Hahn
11 seconded the motion. The motion Passed. The Councilmembers voted as
12 follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

13 **8. ADJOURNMENT**

14 A motion was made by Councilmember Peralta and seconded by
15 Councilmember Gonzales to adjourn the meeting. The motion carried unanimously
16 and the meeting adjourned at 9:55 a.m.

17
18 **APPROVED:**

19
20
21
22 _____
23 **Daniel R. Barrone, Mayor**

24
25 **ATTEST:**

26
27
28
29 _____
30 **Renee Lucero, Town Clerk**

31
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33 ***only Regular Town Council Meetings and some Special Town Council Meetings, with***
34 ***controversial issues, are video recorded. Copies are available upon request at the Town***
35 ***Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00 for audio***
36 ***and video recordings. Additionally, video recordings can be viewed at www.taos22.com. You***
37 ***may also view agendas, agenda packets, and minutes at <http://taospublic.novusagenda.com/>.***
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November 12, 2014

Title:

October 28, 2014 Regular Meeting Minutes

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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**MINUTES
October 28, 2014
Regular Meeting**

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

1. CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE

The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Daniel R. Barrone at 1:02 p.m.

2. ROLL CALL

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

Those present were:

Mayor, Daniel R. Barrone
Mayor Pro Tem, Andrew T. Gonzales
Councilmember, Frederick A. Peralta
Councilmember, George "Fritz" Hahn
Councilmember, Judith Y. Cantu

Also present were:

Town Manager, Richard Bellis
Town Clerk, Renee Lucero
Town Attorney, Floyd Lopez

3. PLEDGE OF ALLEGIANCE

Mary Domito led the audience in the Pledge of Allegiance.

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

- Move Item 10.B. (Animal Control RFQ) to after Awards and Recognitions;
- Move Items 10.A. (Resolution 14-52), 10B. (Resolution 14-53), and 10.C. (Resolution 14-55) to Consent Agenda after Animal Control RFQ.

Councilmember Hahn made a motion to approve as amended. Councilmember Gonzales seconded the motion. The motion Passed. The Councilmembers voted as

1 follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

2 **6. APPROVAL OF MINUTES**

3 **A. October 7, 2014 Special Meeting Minutes**

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5
6 Councilmember Cantu made a motion to approve. Councilmember Hahn
7 seconded the motion. The motion Passed. The Councilmembers voted as
8 follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

9
10 **B. October 14, 2014 Regular Meeting Minutes**

11
12 Councilmember Gonzales made a motion to approve. Councilmember Hahn
13 seconded the motion. The motion Passed. The Councilmembers voted as
14 follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

15 **7. AWARDS AND RECOGNITIONS**

16
17 **A. Promotion of Jani Davis to Patrol Sergeant**

18 **Recognition of Officer Jani Davis on her promotion to the rank of Patrol**
19 **Sergeant.**

20
21 Chief of Police David Weaver and Mayor Barrone thanked Sergeant Davis for
22 doing an outstanding job for the Town and the community.

23
24 **B. Animal Control RFQ**

25 **Discussion and consideration of a national RFQ (Request for Qualifications)**
26 **by the Town and possibly in partnership with other governmental and/or non-**
27 **profit providers for a range of animal-related services to potentially include,**
28 **but not limited to, animal control and animal control ordinance enforcement,**
29 **long-range planning, prevention, public education, sheltering, staff training,**
30 **program licensing/certification, program management, etc. This RFQ can be**
31 **conducted under the parameters of the Town's current LCSBG solicitation**
32 **process, or as an adjunct to it. The Town Manager is also seeking permission**
33 **to contact and work with the County, Stray Hearts, the Pueblos and other**
34 **municipalities in our service area to explore the idea of a consolidated**
35 **contract for services and possible consolidation of services under a single**
36 **entity for greater cost-effectiveness and improved, seamless service**
37 **provision.**

38 Mr. Bellis stated the goal of the RFQ is to develop operating standards for the
39 shelter. Furthermore, he stated since there are currently not enough resources at
40 the shelter, he hopes to have a lot of community dialogue to identify the
41 needed resources and develop partnerships.

42 Councilmember Peralta asked whether the Town has the authority to contract
43 animal control services. Mr. Bellis stated he is not sure; however, he will have the
44 Town Attorney research that issue.

45
46 Councilmember Peralta asked for an update on the status of the animal control
47 ordinance. Mr. Bellis stated the County is currently reviewing the ordinance and
48 making changes to it. Taos County Commissioner Tom Blankenhorn stated there
are still issues that need to be discussed in a work study with the Town. He hopes

1 that the Town and County can jointly pass an ordinance.

2 Councilmember Hahn requested that Four Corners Animal League be included in
3 discussions. He also emphasized this will be an inclusive process with several
4 interested entities taking part.

5
6 Lengthy discussion ensued regarding the RFQ process, the entities that will be
7 contacted and the urgency to move forward considering that winter is coming and
8 animals need protection from inclement weather. Mr. Bellis requested
9 consideration to reach out nationally, regionally and locally to identify the resources
10 that are out there. The Committee will then work on an RFQ to solicit an entity or
11 entities to provide services.

12 **Councilmember Gonzales made a motion to allow the Town Manager to begin**
13 **the process of engaging the stakeholders involved with animal protection to**
14 **create a discussion, then collaborate to create an RFQ. Councilmember**
15 **Cantu seconded the motion.**

16
17 Further discussion ensued regarding the ordinance that is being prepared and
18 whether it should be completed before engaging the stakeholders. Mr. Bellis stated
19 he would like to begin discussions while the ordinance is being drafted. His goal is
20 to have a plan within 30 days.

21
22 Mayor Barrone asked if anyone wanted to speak on this issue.

- 23
24
 - Mr. Blankenhorn discussed expanding the Stray Hearts Board to allow
25 governmental entities to participate and requested that the Town
26 provide names for appointment. He stated the new board also needs to
27 include other entities interested in animal welfare.
 - Mary Domito, Stray Hearts Animal Shelter Board Member, stated now is the
28 time to get this done. The board is currently composed of five members and
29 they want it to be larger. She stated the board needs help from the Town,
30 the County and others entities that have qualified candidates that can serve.
31 She further stated the preparation of an RFQ is important and everyone
32 needs to collaborate for sake of the animals.
 - Penny Wardlaw, with Four Corners Animal League stated she wants to bring
33 a plan to the Council regarding a spay and neuter law that has been effective
34 in Colorado. She further stated Four Corners Animal League has taken more
35 than 5,000 dogs to Colorado to be spayed and neutered.
 - Winn Kalman, a former Stray Hearts Animal Shelter Board
36 Member, congratulated the Town for considering an RFQ to solve animal
37 welfare issues in Taos. She also stressed that the animal control laws in
38 Taos need to be enforced.

39
40
41 **The motion passed. The Councilmembers voted as follows: Ayes: Cantu,**
42 **Gonzales, Hahn, Peralta.**

43
44
45 **CONSENT AGENDA**

46
47 Councilmember Hahn stated, regarding the next three items, he has observed a
48 pattern of hiring family members and he would like staff to ensure that the process

1 is fine-tuned with more objectivity and transparency. He emphasized he does not
2 question the performance of the Human Resources Department as he believes
3 they are doing the best they can.

4 Since there was discussion on the Consent Agenda Items, roll call vote for each
5 item was required.

- 6 **C. Resolution 14-52 Hiring of an Immediate Family Member of Town Employee**
7 **Consideration and approval of Resolution 14-52 to hire Joshua Mondragon**
8 **as a full time Recycle Plant Operator I within the Public Works**
9 **Department/Recycle Division. Joshua is the son-in-law of Town employee**
10 **Joseph Muniz who works for the Public Works Department/Streets Division.**

11
12
13 Councilmember Peralta made a motion to approve. Councilmember
14 Gonzales seconded the motion. The motion Passed. The Councilmembers
15 voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

- 16 **D. Resolution 14-53 Hiring of an Immediate Family Member of Town Employee**
17 **Consideration and approval of Resolution 14-53 to hire Matthew Mondragon**
18 **as a full time Fleet Mechanic within the Public Works Department/Fleet**
19 **Division. Matthew is the nephew of Town employee Danny Mondragon who**
20 **works for the Facilities Services Department/Parks Division.**

21
22
23 Councilmember Peralta made a motion to approve. Councilmember
24 Gonzales seconded the motion. The motion Passed. The Councilmembers
25 voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

- 26 **E. Resolution 14-55 Hiring of an Immediate Family Member of Town Employee**
27 **Consideration and approval of Resolution 14-55 to hire Antonio Garcia on a**
28 **temporary basis as a Recreation Specialist within the Recreation**
29 **Department/Youth & Family Center Division. Antonio is the nephew of Town**
30 **employee Francella Garcia who works for the Executive Department.**

31
32
33 Councilmember Gonzales made a motion to approve. Councilmember
34 Peralta seconded the motion. The motion Passed. The Councilmembers
35 voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

36 **8. PRESENTATIONS**

- 37
38 **A. Presentation by BLM on Taos Mainline Pilar Re-route Project**
39 **Presentation by Sam Desgeorges, Field Manager with Bureau of Land**
40 **Management (BLM) Taos Field Office, regarding a proposed gas utility line**
41 **replacement near Pilar, New Mexico proposed by New Mexico Gas Company,**
42 **which will be mostly on BLM lands.**

43 Mr. Desgeorges stated New Mexico Gas Company (NMGC) has filed an
44 application and associated Plan of Development for a right-of-way (ROW) with BLM
45 for the relocation of a 6 mile portion of the Taos Mainline natural gas utility pipeline
46 near Pilar. He further stated the Taos Mainline is managed by NMGC and is the
47 only gas utility pipeline to serve the communities of Taos, Questa, and Red River in
48 Taos County. Additionally, the project is located primarily on BLM lands along the
Rio Grande corridor. Mr. Desgeorges provided details on the two options that are

1 being proposed and stated BLM is recommending Option A in which the route
2 would be contained within the NM 68 right of way administered either by New
3 Mexico Department of Transportation (NMDOT) or the BLM Taos Field Office,
4 except for 2,605 feet that goes cross-country. The option determined will depend
5 on studies being conducted.

6 Mr. Desgeorges stated an informational public meeting will be held on November
7 13th from 6:00 p.m. to 8:00 p.m. at Sagebrush Inn. The meeting will be an
8 opportunity for the public to comment on the proposed project.

9
10 Discussion ensued regarding specifics of the proposed project and the type of
11 equipment to be used. Council expressed concern about the amount of rocks in the
12 area. Peter Ford, Engineering Manager with NMGC, stated NMGC is still in the
13 process of developing a construction plan and they are open to suggestions to
14 minimize the impact on the ground.

15 **B. Presentation by Santa Fe Housing Trust (SFHT)**

16 ***Discussion, consideration and possible action.***

17 **A presentation by SFHT with regards to resubmission of an affordable**
18 **housing proposal for Taos seeking tax credits and a request for continued**
19 **support and participation by the Town of Taos.**

20 Sharron Walsh, Executive Director of SFHT, requested direction on whether the
21 Town wants her to reapply for affordable housing tax credits from New Mexico
22 Mortgage Finance Authority (NMMFA) in January, 2015. She stated SFHT went
23 through an extensive predevelopment planning process last year and the site at
24 125 La Posta Road was identified as the location for affordable housing for local
25 artists. She explained the 60 unit apartment complex would be very affordable
26 and the rent would be approximately between \$250 per month to an amount not to
27 exceed \$600 per month, depending on the size of the unit. Ms. Walsh further
28 stated last year SFHT applied for affordable housing tax credits with NMMFA and
29 the application scored as high as possible in the scoring summary; however, it was
30 not enough. The scoring system is complicated and the advantage went toward the
31 south because they had large population growth and low vacancy rates. According
32 to the scoring sheet she believes there are three areas where the scoring could be
33 improved: 1) Sustaining Affordability; 2) Permanent Local Contribution; 3) Efficient
34 use of Tax Credits.

35 Councilmember Hahn requested that this item be tabled until the Council's retreat
36 in November or a subsequent workshop as he does not see that the Town has a
37 comprehensive vision regarding affordable housing. He expressed concern about
38 placing an increased burden on the Town's commitments and excluding seniors
39 and disabled citizens. He stated he would like a presentation from NMMFA to
40 assist the Town with developing a vision.

41
42 Councilmember Peralta disagreed with Councilmember Hahn and stated this
43 project has been in the process for over ten years to provide affordable housing for
44 local artists and studies and surveys have already been completed. He believes
45 the Town needs to move forward. He further stated there are other avenues to
46 provide housing for the elderly and disabled. Additionally, he believes that the
47 Town needs to ensure that the scores increase to support the tax credits.

48 Discussion ensued regarding whether to delay action on the item. The Council

discussed the need to move forward with providing Affordable Housing to artists. Ms. Walsh emphasized that the project does not exclude elderly or disabled citizens and further explained there is no cost to the Town to move forward.

Councilmember Peralta made a motion to proceed with the project, have NMMFA provide a presentation to the Council at a workshop meeting prior to the Council Retreat, and have the Council commit to looking at a comprehensive affordable housing program and policy. Councilmember Gonzales seconded the motion. The motion passed. The Councilmembers voted as follows: Ayes: Cantu, Gonzales, Hahn, Peralta.

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

The following individuals spoke during the Citizens Forum:

- Ken Manning stated the Dollar General, which was built on the south side of Town, is in conflict with the Town Code. He believes the Town's architectural standards should be revisited.

The Council agreed that the zoning regulations need to be evaluated to determine how Dollar General was approved.

- Jill Wasden thanked the Council for listening to the citizens regarding the animals in the community.
- Stephens Hall discussed an article he read regarding Lewis Bacon, owner of Taos Ski Valley, and his plans for the future of Taos Ski Valley.

10. MATTERS FROM STAFF

A. Financial Update

Presentation of the monthly financial report for the period ending September 30, 2014.

Ms. Fambro provided the following report:

Revenues - Gross Receipts Tax - September's tax distribution (July's activity) was down 3.39% over 2013-2014. The most significant categorical decreases were in Accommodation & Food Services at \$58,125 (29.44%) and Retail Trade at \$23,870 (7.46%). The most significant categorical increases were in Construction at \$32,957 (142%) and Unclassified Establishments at \$12,484 (512%). Staff projects the Town will not meet the 2% increase at the end of the year; rather the projected gross receipts will be down 1.5% from the original budget. Although the year-to-date growth rate is down 6.91% the budget was prepared with the estimated taxes calculated less than last years actuals and two percent of that amount. Overall General Fund revenues are down 8.0% from last year this time.

Expenditures – In September most departments were close to last years expenditures with the exception of Executive - (one less employee), Human Resources (one less employee) and Police, which has had vacancies since the beginning of the fiscal year. Overall, General Fund expenditures are down 3% from this time last year. During the month of September the payment to the New Mexico Self-Insurers Fund was made for all insurance coverage's in the amount of \$577,677 for all departments, with the majority being expended from the Finance

and Police budgets.

Ending Balance – The Town's reserves remain the same, with a state mandate of 1/12th reserves along with an additional 34 days of a reserve balance. Based on projections of a 1.5% decrease, the reserve will stay the same since expenditures were decreased in the same amount during the same period. It is important at this time to keep the reserve in place as a conservative plan.

11. TOWN MANAGER'S REPORT

12. MATTERS AND REPORTS FROM THE MAYOR

A. Appointment of Airport Advisory Board Members

Consideration and possible reappointment of Don Francisco Trujillo II to the Airport Advisory Board for a 2 year term in accordance with Town Code Chapter 2.12, and confirmation of appointment by Taos Pueblo of Clyde M. Romero, Jr. to the Airport Advisory Board in accordance with Town Code Chapter 2.12 and the Memorandum of Agreement between the Federal Aviation Administration, Taos Pueblo and Town of Taos.

Councilmember Hahn thanked the members of the Airport Advisory Board and reminded them to be open and inclusive of those who attend the meetings. He also requested that the board be supportive of the Town's attempt to create an Airport Zoning Commission and the philosophy of regionalization.

Councilmember Gonzales made a motion to approve. Councilmember Cantu seconded the motion. The motion Passed. The Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

13. MATTERS AND REPORTS FROM THE COUNCIL

A. Other Matters

Councilmember Peralta stated he will be leaving for California this Friday and may not be back for next Council meeting on November 12, 2014.

Councilmember Gonzales stated he too will be unable to attend the Council meeting on November 12th because he will be attending a conference in New Orleans.

Councilmember Cantu stated she has received calls from Taos Plaza Merchants who feel they are being attacked by a radio station. She stressed the importance of stopping the animosity between the Council and Merchants due to disagreements regarding events on the Plaza.

Mayor Barrone stated the Merchants have been very supportive of the community and the Town plans to purchase an ad thanking those merchants who have supported the different events.

14. EXECUTIVE SESSION

A. ACQUISITION OF WATER RIGHTS

Discussion, consideration, and decision regarding the purchase of water rights. This item may be discussed in closed session under Open Meetings

Act exemption 10-15-1(H)(8), which allows for discussion of acquisition of property.

B. PENDING LITIGATION

Discussion, consideration and decisions of two matters regarding pending and/or threatened litigation. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)(7), which allows for discussion of pending or threatened litigation

C. REAL PROPERTY

Discussion, consideration, and decisions of two matters regarding the disposal of real property. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)(8), which allows for discussion of disposal of real property.

Councilmember Peralta made a motion to go into Executive Session. Councilmember Cantu seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.

At 5:30 p.m., Councilmember Peralta made a motion to come out of Executive Session. Councilmember Gonzales seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.

Floyd Lopez, Town Attorney, stated discussion in the Executive Session was limited to the items as they were called for and no action was taken.

15. ADJOURNMENT

A motion was made by Councilmember Peralta and seconded by Councilmember Gonzales to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 5:31 p.m.

APPROVED:

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio, however, only Regular Town Council Meetings and some Special Town Council Meetings, with controversial issues, are video recorded. Copies are available upon request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00 for audio and video recordings. Additionally, video recordings can be viewed at [www.taos22.com](http://taospublic.novusagenda.com/). You may also view agendas, agenda packets, and minutes at <http://taospublic.novusagenda.com/>.



November 12, 2014

Title:

Employee of the Month

Summary:

Presentation of a certificate of acknowledgement to Virgil Vigil - Town of Taos November Employee of the Month.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



November 12, 2014

Title:

Resolution 14-56 Community Development Block Grant Procurement Policy

Summary:

Discussion, consideration and possible approval of Resolution 14-56 to re-adopt the Procurement Policy for Community Development Block Grant Projects, affirming utilization of all applicable provision of the New Mexico Procurement Code NMSA 1978, Section 13-1-28 through 13-1-199. This Resolution will replace Resolution 13-63 adopted November 26, 2013.

Background:

This resolution must be adopted on an annual basis pursuant to the requirements of the 2013 Community Development Block Grant Implementation Manual.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

 [Resolution 14-56](#)



RESOLUTION 14-56

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 13-63 PROCUREMENT POLICY FOR CDBG PROJECTS

The Town Council, the Governing Body of the Town of Taos, hereby enacts the following resolution setting forth the Town's procurement policies for Community Development Block Grant Projects.

WHEREAS, the Town of Taos has been, and wishes to continue to be, a qualified Grantee eligible to receive funding under the State-Federal Community Development Block Grant (CDBG) program; and

WHEREAS, the State's Department of Finance and Administration (DFA) has set forth certain criteria and requirements for CDBG Grantees; and

WHEREAS, the requirements that DFA has promulgated in order for local governments in New Mexico to be qualified as potential CDBG Grantees include a requirement that each such local government adopt annually by resolution a procurement policy for CDBG projects; and

WHEREAS, the Town, in applying for and administering CDBG grants, must comply with requirements unique to the CDBG program promulgated by DFA and consonant with federal law and regulations and must comply with all applicable requirements of the New Mexico Procurement Code (NMSA 1978, Sections 13-1-28 through 13-1-199) as well as other pertinent requirements of state law; and

WHEREAS, due to the unique nature of the resulting set of procurement requirements for CDBG projects, the Council deems it most appropriate and efficient to adopt a CDBG procurement policy separate from its general procurement policy;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Taos Council hereby adopts the following as its CDBG Procurement Policy:

A. GENERAL PROVISIONS

1. Incorporation by Reference

a. All applicable provisions of the New Mexico Procurement Code NMSA 1978, Sections 13-1-28 through 13-1-199, are hereby incorporated into this policy by this reference.

b. All applicable requirements duly promulgated by DFA for CDBG grants and projects, and any applicable federal government regulatory requirements for such grants and projects, are hereby incorporated into this policy by this reference.

c. All applicable provisions of the Town's current general Procurement Policy are hereby incorporated by this reference.

d. Any conflict between this policy and the Procurement Code or other applicable state or federal legal or regulatory requirements are to be resolved in favor of the state or federal requirements. Any conflict between this policy and the Town's general Procurement Policy are to be resolved in favor of this policy.

2. Code of Conduct

Elected officials, staff or agents of the Town are prohibited from personally benefiting from CDBG procurement.

No employee, officer or agent of the Town shall participate in the selection, the award, or the administration of a contract supported by CDBG funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above has a financial or other interest in the firm selected for award.

No officer, employee, or agent of the Town shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of the foregoing standards of conduct shall be referred to the District Attorney for the Eighth Judicial District. An employee, official or agent who violates the foregoing provisions shall be subject to appropriate disciplinary or other administrative action.

B. PROCUREMENT PROCESS IN GENERAL

1. Initial Review; Selection of Procurement Method

The Town's designated purchasing officer shall review each proposed procurement that involves the use of CDBG funds with a view toward avoiding the purchase of unnecessary or duplicative items. For procurements chosen to go forward, the purchasing officer shall select the procurement method that is most appropriate for the particular procurement involved (small purchase, competitive bids, competitive proposals, qualifications-based proposals, purchase under existing GSD contract, etc.) Where more than one method could be chosen, the purchasing officer shall seek the most economical method that best meets the Town's needs. Procurement requirements may not be artificially subdivided so as to create separate contracts that can be classified as small purchases.

2. Affirmative Action

The purchasing officer or agent shall take affirmative steps to assure that small and minority firms and women's businesses are solicited wherever they are potential qualified sources. The purchasing officer or agent shall also consider the feasibility of dividing total requirements into smaller tasks or quantities, or setting delivery schedules in such a way as to facilitate participation by small and minority firms and women's businesses, when permitted.

3. Basis of Payment

The basis of payment (fixed price, unit price, hourly rate, etc.) shall be appropriate to the specific procurement and spelled out in any invitation for bids or request for proposals and must be specified in the final contract between the Town and a contracting party. Cost plus percentage of cost contracts are specifically prohibited where CDBG funds are to be used.

4. Necessity for a Written Contract

Whatever procurement method is used, a written contract signed by the Town and the Contractor is necessary and must be in place before the Town is under an obligation to pay for work done.

5. Flow Chart

A flow chart of the procurement process for CDBG-funded projects is attached hereto as Attachment A.

C. **SMALL PURCHASES** (Procurement Code Sec. 13-1-125)

1. When the Small Purchase Procedure Can be Used.

The small purchase procedure can be used to procure services, construction or items of tangible personal property having a value of not more than \$60,000 not including any applicable gross receipts tax, and may also be used to procure professional services (except those of landscape architects and surveyors for state public works projects or local public works projects, in accordance with professional services procurement rules promulgated by the department of finance and administration) having a value of not more than \$60,000 not including any applicable gross receipts tax. Projects shall not be artificially divided in order to allow the small purchase procedure to be used.

2. Obtaining Quotes.

To use the small purchase procedure for contracts to be funded by CDBG monies, the Town official responsible for the procurement must obtain price or rate quotations by phone or in writing from a minimum of three sources and document the businesses contacted and the prices quoted. In order to obtain comparable price quotations, the Town official responsible for the procurement should describe the type of service, construction, or goods that the Town seeks to obtain, as well as the scope of work and proposed basis of payment, in reasonable detail.

3. Basis of Selection.

The Town shall select the business whose services, construction or goods are most advantageous to the Town, including but not limited to cost.

4. Contract.

The Town shall enter into a written contract with the business selected setting forth, among other things, the maximum compensation, the basis of compensation, the term of the contract, delivery schedule, and scope of work.

D. **COMPETITIVE SEALED BIDS** (Procurement Code Sec. 13-1-102 to 110)

1. Applicability

Section 13-1-102 of the Procurement Code requires competitive sealed bids where other methods of procurement (such as small purchases and competitive sealed proposals) do not apply. This procedure is used when detailed specifications can be prepared for the goods or services to be procured and the primary basis for award is cost.

2. Notice.

An invitation for bids procedure is initiated by the Town publishing an Invitation for Bids or a notice thereof at least 10 calendar days before bids are to be opened in at least one newspaper of general circulation in the Taos area and sending copies to businesses that have indicated in writing their interest in bidding for the type of service, construction, or goods involved. (Procurement Code Sec. 13-1-104.) The invitation for bids should state that CDBG funding is involved.

3. Selection Criteria.

All criteria to be used for selection must be stated in the Invitation for Bids. Specifications should be clear and detailed.

4. Opening of Bids; Award

Bids shall be opened publicly, recorded, and the award made to the lowest responsible bidder. The term "responsible bidder" is defined as, "a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation for bids." (Procurement Code Sec. 13-1-82.) A "responsive bid" is "a bid which conforms in all material respects to the requirements set forth in the invitation for bids [including] price, quality, quantity or delivery requirements." (Procurement Code Sec. 13-1-84.) Therefore, the lowest bidder may or may not be the lowest responsible bidder.

5. Contract.

The Town must enter into a written contract with the firm selected in order to proceed with the production and delivery of the services, construction or goods solicited. The contract must formalize, among other things, the term of the contract, the scope of work, delivery schedule, and compensation.

6. Cancellation; rejection.

An invitation for bids may be cancelled or any or all bids rejected when it is in the best interests of the Town. Any such determination must be documented in writing with the business reasons for the cancellation or rejection stated. (Procurement Code Sec. 13-1-131.)

E. **COMPETITIVE SEALED PROPOSALS** (Procurement Code Sec. 13-1-111 to 13-1-117.)

1. Applicability

Competitive sealed proposals are used when cost is not the only factor in the selection. This includes most professional services, but services of architects, engineers, landscape architects and surveyors are required to be selected using the special Competitive Sealed Qualifications-Based Proposal procedure set forth in Section F, below. Competitive sealed proposals are not to be used for construction services but may be used to select a consultant to provide local CDBG administrative or housing rehabilitation services, appraisals or expert testimony.

2. Notice

Requirements for notice and publication of a request for proposals or a notice thereof are the same as requirements for notice and publication of an invitation for bids or a notice thereof. See D-2 above.

3. Request for Proposals (RFP) (Procurement Code Sections 13-1-111 through 13-1-117.1.

The RFP should clearly define the services or goods to be procured and must include a scope of work.

The RFP must state the evaluation criteria to be used and their relative weight. The criteria may include cost and should also include other factors.

The RFP must state the name and telephone number of the Town contact person and the number of copies of a proposal required.

The RFP should state that the project is funded by CDBG money and subject to applicable CDBG requirements.

4. Evaluation of Proposals; Negotiations

The Town should establish an evaluation committee to review and rank proposals in accordance with the criteria stated in the RFP. Reviews and rankings should be in writing. Offerors submitting proposals may be given an opportunity for negotiation and revision of their proposals prior to award for the purpose of the Town obtaining best and final offers.

5. Award

The award shall be made to the responsible offeror whose proposal is the most advantageous to the Town, taking into consideration the evaluation factors set forth in the RFP, including but not limited to price.

6. Contract.

The Town must enter into a written contract with the firm selected in order to proceed with the production and delivery of the services or goods solicited. The contract must formalize, among other things, the term of the contract, the scope of work, delivery schedule, and compensation.

7. Cancellation; rejection.

A request for proposals may be cancelled or any or all proposals rejected when doing so is in the best interests of the Town. Any such determination must be documented in writing with the business reasons for the cancellation or rejection stated. (Procurement Code Sec. 13-1-131.)

F. COMPETITIVE SEALED QUALIFICATIONS-BASED PROPOSALS
(Procurement Code Sections 13-1-117.2 through 13-1-124.)

1. Applicability

Professional services of architects or engineers in excess of \$60,000 (not including taxes) except those of landscape architects and surveyors for state public works projects or local public works projects, in accordance with professional services procurement rules promulgated by the department of finance and administration having a value of not more than \$60,000 not including any applicable gross receipts tax.

2. Procedure

The procedures for competitive sealed qualifications-based proposals are the same as the procedures for requests for proposals (Section E above) except for the following:

a. Price is excluded as an evaluation factor in the request for proposals and in selecting the most qualified offeror.

b. The following must be included in the RFP as evaluation factors: (1) specialized design and technical competence; (2) capacity and capability of the business; (3) past record of performance on contracts with government agencies or private industry; (4) proximity to or familiarity with the area in which the project is located; (5) the volume of work previously done for the Town that is not 75% complete. (See Procurement Code Section 13-1-120.) Note: Amount of design work produced in New Mexico is not allowed as a factor on federally funded projects.

c. Once the most qualified offeror has been selected (on the basis of factors other than cost), the Town shall obtain from that firm its price and cost data.

d. After obtaining the most qualified firm's price and cost data, the Town and the firm shall negotiate a fee for the services to be provided.

e. If a fair and reasonable fee cannot be agreed upon, then the Town shall commence negotiations with the second most qualified firm, then, if those are unsuccessful, with the third most qualified, and so on.

f. Professional Technical Advisory Assistance: The Procurement Code provides that if a local public body (such as the Town) does not have on staff a licensed professional engineer, surveyor, architect or landscape architect, it shall have appointed to it or have the appointment waived by the appropriate New Mexico professional society, an individual to serve as a professional technical advisor. Professional technical advisors shall be obtained through the Professional Technical Advisory Board, a consortium of the relevant professional societies in New Mexico. (See Procurement Code Section 13-1-117.2.) The professional technical advisor may assist the Town with developing an RFP, giving public notice, evaluating proposals, selecting firms, and contract negotiation.

G. ADMINISTRATIVE OR REHABILITATION CONSULTANT

1. Applicability

If the Town requires the use of a consultant to assist with the administration of the CDBG program or the assistance of a professional rehabilitation consultant, the Town must procure such services through the Competitive Sealed Proposals (RFP) process described in Section E, above.

2. Contract Terms.

An administrative contract must contain the following provisions:

- a. Effective and termination dates.
- b. Names and addresses of parties and liaison persons.
- c. Authority of Town to enter contract and source of funds.
- d. Conditions under which the contract may be terminated and remedies for breach.
- e. Detailed scope of work.
- f. Time of performance and completion including milestones if applicable.
- g. Description of materials or services to be provided by both parties.
- h. Method of compensation including fee, payment schedule and maximum amount payable. Payment cannot be made in advance of work.
- i. State and federal standard provisions: Executive Order 11246 clause; Title VII clause; access to records statement; conflict of interest clause; Section 3 statement pertaining to Housing and Urban Development Act of 1968; Section 109 clause pertaining to the Housing and Community Development Act of 1974; Rehabilitation Act of 1974, Section 504 clause, concerning handicapped persons; Age Discrimination Act of 1975 clause.

H. MAINTAIN PROCUREMENT FILES.

Procurement files for all CDBG contracts must be maintained and must, at a minimum contain the following documents showing, among other things, that the procurement was open, fair and competitive: Please see Attachment "A".

I. RETENTION OF RECORDS.

The Town shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Local Government Division shall prescribe. Such records shall be preserved for a period of not less than ten (10) years following project close-out.

J. SPECIAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

1. Applicability.

The Public Works Minimum Wage Act (NMSA 13-4-10 through 13-4-17) applies to any contract entered into by the Town in excess of \$60,000 for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires the employment of mechanics or laborers or both. (NMSA Sec. 13-4-11.A.)

2. Requirements.

Any such public works contract must contain a provision stating the minimum wages to be paid to various classes of laborers and mechanics based upon the prevailing wage determined by the Director of the Labor and Industrial Division of the Department of Workforce Solutions, and a provision that the laborers and mechanics shall be paid at least once per week and without unlawful deduction or rebate, the full amount accrued at the time of payment. (NMSA, Sec. 13-4-11.A.)

In order to submit a bid or a response to a request for proposals valued at more than \$60,000, or to be considered for award of any portion of a public works project greater than \$60,000 for a public works project subject to the Public Works Minimum Wage Act, a prime contractor or subcontractor must be registered with the labor and industrial division of the Department of Workforce Solutions. (NMSA Sec. 13-4-13.1.A.)

Bidding documents issued by the Town for such public works projects, including invitations to bid (IFB's) and requests for proposals (RFP's), must include a clear notification that each contractor (prime contractor or subcontractor) is required to be registered as required by Section 13-4-13.1. (NMSA, Sec. 13-4-13.1.A.)

The Town shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself. (Section 13-4-13.1.B and Section 13-1-105.A.) In effect, this means that a bid or proposal, in order to be deemed responsive, with respect to a covered public works project, must contain proof by the prime contractor bidder that it is registered with the Labor and Industrial Division.

A bid submitted by a registered prime contractor that includes any subcontractor that is not registered in accordance with Section 13-4-13.1 may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor. Section 13-1-105.A.

PASSED, APPROVED and ADOPTED, this 12th day of November 2014, at the regular meeting of the Town Council.

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

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

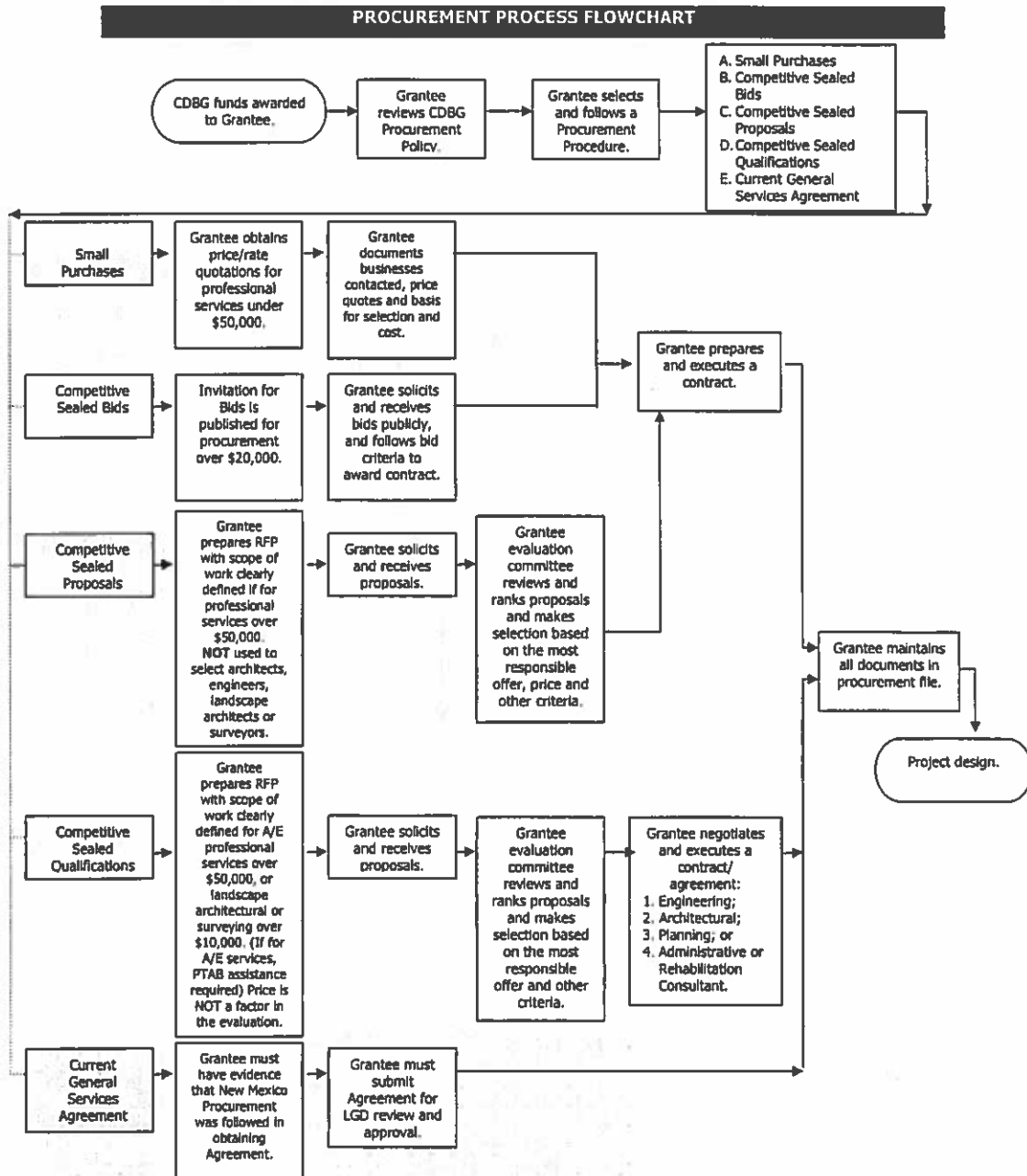
Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd Lopez, Town Attorney

Attachment A



PROCUREMENT REVIEW RECORD:

Yes ___ No ___ NA ___ - Grantee Procurement Regulation Policy/Adoption of General Services Division Regulations; must provide evidence for each grant

FOR SMALL PURCHASES:

Yes ___ No ___ NA ___ - Documentation of item being purchased (do not artificially divide the procurement so as to constitute a small purchase)

Yes ___ No ___ NA ___ - Documentation of quotations (minimum of three sources)

Yes ___ No ___ NA ___ - Clearance of Vendor (Contractor Clearance Form **Exhibit 4-F**)

Yes ___ No ___ NA ___ - Documentation of selection and cost

Yes ___ No ___ NA ___ - Executed contract - formalizing scope of work, delivery schedule and terms of compensation

FOR PROFESSIONAL SERVICES:

Yes ___ No ___ NA ___ - DFA and/or PTAB acceptance of RFP

Yes ___ No ___ NA ___ - Request For Proposal (RFP) (**Exhibits 3-C**)

Yes ___ No ___ NA ___ - Affidavits of publication for RFP or tear sheet (minimum 10 days allowed for response)

Yes ___ No ___ NA ___ - Copy of minutes for the opening of proposals.

Yes ___ No ___ NA ___ - Certified copy of the RFP Evaluation Sheet(s).

Yes ___ No ___ NA ___ - Minutes of the Council or Commissioner Meeting when the award is made.

Yes ___ No ___ NA ___ - Copy of the Notice of Award. (Use Letterhead)

Yes ___ No ___ NA ___ - Executed Architect/Engineer contract and any related addenda, etc
(**Exhibit 3-D & 3-E**)

Yes ___ No ___ NA ___ - Letter of Denial to unsuccessful bidders for Engineer & Architect Services

FOR COMPETITIVE SEALED BIDS FOR CONSTRUCTION:

- Yes ___ No ___ NA ___ - Affidavit of publication and/or tear sheet of the invitation/notice for bids.
- Yes ___ No ___ NA ___ - Solicitation list and copy of the transmittal letters of those contractors whom may be solicited for bids
- Yes ___ No ___ NA ___ - Request for Federal and State Wage Rates
- Yes ___ No ___ NA ___ - Minutes of pre-bid conference
- Yes ___ No ___ NA ___ - Evidence of the ten day call
- Yes ___ No ___ NA ___ - Copy of the bid opening minutes. **(Exhibit 4-E)**
- Yes ___ No ___ NA ___ - Certified copy of the bid tabulation sheet(s).
- Yes ___ No ___ NA ___ - Certification of contractor/subcontractor(s) eligibility. **(Exhibit 4-F)**
- Yes ___ No ___ NA ___ - Copy of the letter of recommendation from the engineer/architect of record
- Yes ___ No ___ NA ___ - Copy of the minutes of the Council meeting when the award is made.
- Yes ___ No ___ NA ___ - Copy of the notice of award. **(Exhibit 4-G)**
- Yes ___ No ___ NA ___ - Copies of the written notification to all other unsuccessful bidders, if any.
- Yes ___ No ___ NA ___ - Copy of the fully executed contract/bid documents with required bonds (Labor and Material Payment Bond with associated power of attorney and Performance Bond with associated power of attorney), certifications, any related addenda, change orders, etc. **(Exhibit 4-A)**
- Yes ___ No ___ NA ___ - Contract and Subcontract Activity Report **(Exhibit 1-E)**
- Yes ___ No ___ NA ___ - Minutes of the pre-construction conference. **(Exhibit 4-L)**
- Yes ___ No ___ NA ___ - Copy of the notice to proceed. **(Exhibit 4-M)**
- Yes ___ No ___ NA ___ - Approval of Plans/specs & Bid Documents by authoritative agency.
- Yes ___ No ___ NA ___ - Approval by DFA/LGD of Plans/specs & Bid Documents.



November 12, 2014

Title:

Resolution 14-57 Citizen Participation Plan

Summary:

Discussion, consideration and possible approval of Resolution 14-57 to re-adopt the Citizen Participation Plan, encouraging participation within the community by providing citizens with reasonable and timely access to local public meetings, information and records relating to the proposed and actual use of Community Development Block Grant funds. This Resolution will replace Resolution 13-64 adopted November 26, 2013.

Background:

This resolution must be adopted on an annual basis pursuant to the requirements of the 2013 Community Development Block Grant Implementation Manual.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

📎 [Resolution 14-57](#)



RESOLUTION 14-57

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 13-64 CITIZEN PARTICIPATION PLAN

WHEREAS, in accordance with CDBG Regulations the Town's Citizen's Participation Plan must be updated annually;

WHEREAS, it is the desire of the Governing Body of the Town of Taos to provide for and encourage citizen participation within its areas of jurisdiction with particular emphasis on participation by persons of low and moderate income; and

WHEREAS, it will also provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of Community Development Block Grant and other funds; and

WHEREAS, it will also provide for technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals; and

WHEREAS, the Town of Taos will also provide for public hearings to obtain citizen participation and respond to proposals and questions at all stages of the CDBG programs; and

WHEREAS, the Town of Taos will also provide for timely written answers to written complaints and grievances within 15 working days where practicable; and

WHEREAS, it will identify how needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate.

NOW, THEREFORE, BE IT RESOLVED, by the governing body Town of Taos that it **HEREBY** endorses and supports such a program for the citizens of the Town of Taos as indicated in the attached Citizen Participation Plan, which is hereby adopted.

PASSED, APPROVED and ADOPTED, this 12th day of November 2014, at the regular meeting of the Town Council.

Mayor Pro Tem Andrew T. Gonzales
Councilmember Judith Cantu

Councilmember Frederick A. Peralta _____

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



Floyd Lopez , Town Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CITIZEN PARTICIPATION PLAN

Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, the Town of Taos has prepared and adopted this Citizen Participation Plan.

Objective A

The Town of Taos will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income.

1. The Town of Taos will adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of Town of Taos upcoming meetings, actions and functions.
2. The Town of Taos will develop press releases on Town of Taos meetings, actions and hearings and circulate them to newspapers, radio and television media.
3. The Town of Taos will develop and maintain a listing of groups and representatives of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.

Objective B

The Town of Taos will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of Community Development Block Grant (CDBG) funds.

1. Public notices, press releases, etc., should allow for a maximum reasonable length of notice to citizens.
2. Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.
3. Meetings, hearings, etc., should be conducted at times and locations conducive to public attendance.

Objective C

The Town of Taos will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. (Note: the level and type of assistance is to be determined by the Town of Taos.)

1. Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the Town of Taos upon request.
2. The Town of Taos will document technical assistance provided to such groups and have documentation available for review.

Objective D

The Town of Taos will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program.

1. The Town of Taos will advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.
2. The Town of Taos will conduct a minimum of two public hearings concerning the CDBG Program.
 - a. One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.
 - b. A second public hearing will be held to review program performance, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.
3. The Town of Taos will publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.

Objective E

The Town of Taos will provide timely written answers to written complaints and grievances within 15 working days where practical. The Town of Taos will:

1. adopt complaint handling procedures to insure that complaints or grievances are responded to within 15 days, if possible;
2. allow for appeal of decision to a neutral authority; and

3. file a detailed record of all complaints or grievances and responses in one central location with easy public access.

Objective F

The Town of Taos will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate.

1. The Town of Taos will identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meetings and/or having briefing materials available in the appropriate languages;
2. The Town of Taos will maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.

TOWN OF TAOS

Daniel R. Barrone, Mayor

Date

ATTEST:

Renee Lucero, Town Clerk

Date

Legal Form Approved By:



Floyd Lopez, Town Attorney



Date



November 12, 2014

Title:

Resolution 14-58 Fair Housing Plan

Summary:

Discussion, consideration and possible approval of Resolution 14-58 to re-adopt the Fair Housing Plan in accordance with the Fair Housing Act, making known the Town of Taos' commitment to the principle of fair housing, and describing action it shall undertake to affirmatively further fair housing. This Resolution will replace Resolution 13-65 adopted November 26, 2013.

Background:

This resolution must be adopted on an annual basis pursuant to the requirements of the 2013 Community Development Block Grant Implementation Manual.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

📎 [Resolution 14-58](#)



RESOLUTION 14-58

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 13-65 ADOPTING A FAIR HOUSING POLICY

WHEREAS, the Housing and Community Development Act of 1974 as amended requires that all applicants for Community Development Block Grant funds certify that they shall affirmatively further fair housing; and

WHEREAS, the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS, discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Council of the Town of Taos hereby wish all persons living working, doing business in or traveling through this town to know that:

discrimination in the sale, rental leasing and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988;

and that it is the policy of the Town of Taos to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin;

and within available resources the Town of Taos will assist all persons who feel they have been discriminated against in housing issues of the basis of race, color, religion, sex, handicap, familial status or nation origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney general's Office or the U.S. Department of Housing and Urban Development;

and the Town of Taos shall publicize this Resolution and thereby encourage owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibility and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances and that the Town of Taos shall undertake the following actions to additionally affirmatively further fair housing:

send copies of this Resolution to the real estate community, banks, developers, community organizations that perform housing functions and the local media; and post copies of this resolution at Town Hall and on the Town of Taos website, www.taosgov.com.

PASSED, APPROVED and ADOPTED, this 12th day of November 2014, at the regular meeting of the Town Council.

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

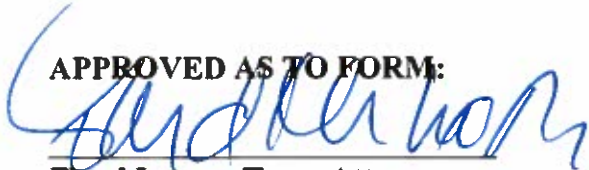
TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



Floyd Lopez, Town Attorney



November 12, 2014

Title:

Resolution 14-59 Anti Displacement and Relocation Plan

Summary:

Discussion, consideration and possible approval of Resolution 14-59 to re-adopt the Residential Anti-Displacement and Relocation Assistance Plan, providing replacement units, relocation assistance, and minimizing displacement should the Town of Taos cause displacement as a direct result of demolition or conversion of lower-income dwellings. This Resolution will replace Resolution 13-66 adopted November 26, 2013.

Background:

The current Town of Taos Community Development Block Grant project is for road construction work and does not involve the demolition or conversion of any lower-income dwellings. This resolution must be adopted on an annual basis pursuant to the requirements of the 2013 Community Development Block Grant Implementation Manual.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

📎 [Resolution 14-59](#)



Resolution 14-59

**A RESOLUTION OF THE TOWN COUNCIL
REPLACING RESOLUTION 13-66
RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN
AND CERTIFICATION**

WHEREAS, in accordance with CDBG Regulations and Section 104 (d) of the Housing and Community Development Act of 1974, as amended, the Town's Residential Anti-Displacement and Relocation Assistance Plan must be updated annually.

WHEREAS, the U.S. Department of Housing and Urban Development has advised that all recipients of CDBG funds, must certify that the entity is following or hereafter will be following a Residential Anti-Displacement Plan; and

WHEREAS, in order to apply for and accept CDBG Funds and CDBG Planning Funds the Town of Taos must adopt a Residential Anti-Displacement and Relocation Assistance Plan, which will satisfy the new regulation; and

NOW THEREFORE BE IT RESOLVED that the Town of Taos does hereby adopt the attached Residential Anti-Displacement and Relocation Assistance Plan and Certification.

PASSED, APPROVED and ADOPTED, this 12th day of November 2014, at the regular meeting of the Town Council.

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


TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



Floyd Lopez, Town Attorney

**TOWN OF TAOS
RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION
ASSISTANCE PLAN**

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a “residential Anti-displacement and relocation assistance plan” (Plan). As a CDBG grantee, the Town of Taos must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps the Town of Taos will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. The Town of Taos Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within the town of Taos, to the extent feasible the units shall be located within the same neighborhood as the units replaced.
- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless the Town of Taos has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between the Town of Taos and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance.
- F. Before the Town of Taos enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the Town of Taos must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
 - 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement

- dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
- 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the town of Taos. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in the town of Taos and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;

- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the “Total Tenant Payment”, as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the Town of Taos must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
 - 2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the “Total Tenant Payment”, as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within the town of Taos.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a “displaced person” as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to the Town of Taos for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if the Town of Taos or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 - 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant’s monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.
 - 2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.

3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the Town of Taos determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. The Town of Taos determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. Screening of Applications - All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. Acquisition of Property - Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing

at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. **Cost of Relocation Assistance** The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. **“Comparable replacement dwelling unit”** means a dwelling unit that:
- 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the “Total Tenant Payment” determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. **“Lower-income dwelling unit”** means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. **“Standard condition”** means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. **“Substandard condition suitable for rehabilitation”** means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. **“Vacant occupiable dwelling unit”** means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the Town of Taos covering the rehabilitation or demolition.

IX. Grievances

The Town of Taos will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.

B. Allow for appeal of a decision to a neutral authority.

C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

The Town of Taos herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

Plan Adoption Date: November 12, 2014

Adoption Instrument: Resolution 14-59

Certified By: _____
Daniel R. Barrone, Mayor Date _____



November 12, 2014

Title:

Resolution 14-60 Section 3 Plan

Summary:

Discussion, consideration and possible approval of Resolution 14-60 to re-adopt the Section 3 Plan, encouraging the use of small local businesses and the hiring of low income residents of the community. This Resolution will replace Resolution 13-67 adopted November 26, 2013.

Background:

This resolution must be adopted on an annual basis pursuant to the requirements of the 2013 Community Development Block Grant Implementation Manual.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

 [Resolution 14-60](#)



RESOLUTION 14-60

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 13-67 SECTION 3 PLAN

WHEREAS, the Town of Taos is committed to comply with Section 3 of the Housing and Urban Development Act of 1968; and

WHEREAS, in accordance with CDBG Regulations the Town's Section 3 Plan must be updated annually; and

WHEREAS, this Act encourages the use of small local businesses and the hiring of low income residents of the community; and

WHEREAS, the Section 3 Coordinator will oversee implementation and enforcement of this plan in the areas of (1) Hiring (2) Contracting (3) Training.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Taos that it hereby endorses and supports such a program for the citizens of the Town of Taos and nearby Taos area as indicated in the attached Section 3 Plan, which is hereby adopted.

PASSED, APPROVED and ADOPTED, this 12th day of November 2014, at the regular meeting of the Town Council.

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

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



Floyd Lopez, Town Attorney

TOWN OF TAOS – SECTION 3 PLAN

The Town of Taos is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The Town of Taos has appointed the Human Resources Director as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point on Section 3 complaints, as the on-site monitoring of prime contractors and sub-contractors to ensure the implementation and enforcement of Section 3. The approval or disapproval of the Section 3 Plan is the ultimate responsibility of the Town of Taos. Documentation of Town of Taos efforts will be retained on file in the appropriate office for monitoring by the State.

Therefore, the Town of Taos shall:

1. Hiring

- a. Advertise for all Town of Taos positions in local newspaper, except those listed as exempt employees, and those filled by vacancy promotions.
- b. List all Town of Taos job opportunities with the State of New Mexico Employment Service, except those listed as exempt employees, and those filled by vacancy promotions.
- c. Give preference in hiring to lower income persons residing in the town of Taos. This means that if two equally qualified persons apply and one is a lower income resident of the town of Taos and one is not, the resident will be hired.
- d. Maintain records of Town of Taos hiring as specified on this form.

Anticipated Town Hiring **Hiring 2014-2015**

PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to Filled by Lower Income Town Residents	# of Positions Filled	# of Positions Filled by Lower Income Town Residents
Service Workers	10	2	15	2

2. Contracting

- a. The Town of Taos will compile a list of businesses, suppliers and contractors located in the Town.
- b. These vendors will be contacted for bids or quotes whenever the Town of Taos requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the town of Taos and one from outside the town of Taos, the contract will be awarded to the business located within the Community.

3. Training

The Town of Taos shall maintain a list of all training programs operated by the Town of Taos and its agencies and will direct them to give preference to Town of Taos residents. The Town will also direct all Community Development Block Grant (CDBG) sponsored training to provide preference to Town of Taos residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the

Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The Town of Taos shall require each contractor to prepare a written Section 3 Plan as a part of their bids on all jobs exceeding \$100,000.00. All Section 3 Plans shall be reviewed and approved by the Town's Equal Opportunity Section 3 Compliance Officer (Human Resources Director) and retained for monitoring by the State.

The Town of Taos will maintain all necessary reports and will ensure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in Taos and whose income does not exceed the income limit for the size of family as per the Section 8 Income Limit for Taos County. Information contained in our Section 3 Plan reflects the status of Town of Taos employees regarding lower income considerations based on their salary paid by the Town of Taos.

Daniel R. Barrone, Mayor

Date



November 12, 2014

Title:

Resolution 14-66 - Annual Inventory Certification

Summary:

Discussion, consideration and possible approval of Resolution 14-66 certifying the annual physical inventory of movable chattels and equipment costing more than \$5,000 for fiscal year end June 30, 2014.

Background:

Pursuant to NMSA 1978 Chapter 12 (Miscellaneous Public Affairs Matters), Article 6. Audit Act, 12-6-10. Annual Inventory.

Last year the Fixed Assets Clerk sent out an inventory of items \$5,000 and over to each Department Director for their distribution to the appropriate responsible supervisor to verify the fixed asset listing and that all items are in their accounted for. The Departments then should sign certifying the list and return to Finance and are kept on file for the auditors. The step we have missed is taking the inventory to the governing body for approval and certification. In last year's audit we had an audit finding as so did our independent auditors for not catching this. In future year's as soon as all items have been entered into the data base and a physical inventory has taken place we will bring this back to the Council in the month of August as required by State Statue.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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- ☐ [Resolution](#)
- ☐ [NMSA 12-6-10](#)



RESOLUTION 14-66

A RESOLUTION OF THE TOWN OF TAOS COUNCIL CERTIFYING THE PHYSICAL INVENTORY OF MOVABLE CHATTELS AND EQUIPMENT COSTING MORE THAN FIVE THOUSAND DOLLARS - \$5,000

WHEREAS, the Town of Taos Council is the governing authority of the Town of Taos, Taos County, New Mexico; and

WHEREAS, the Town of Taos pursuant to NMSA 1978 1978, Section 12-6-10(A), the Council shall, at the end of each fiscal year conduct an inventory of certain Town of Taos chattels and equipment; and

WHEREAS, the Fixed Assets Clerk/Finance Assistant has conducted an annual inventory of all moveable chattels and equipment costing five thousand dollars (\$5,000) or more; and

WHEREAS, the Fixed Assets Clerk/Finance Assistant has determined that the attached physical inventory is correct; and

NOW, THEREFORE BE IT RESOLVED, that the Town Council of the Town of Taos does hereby certify as correct the attached physical inventory of Town of Taos Assets.

PASSED, APPROVED and ADOPTED, this 12th day of November, 2014, at the Regular Meeting of the Town Council by the following vote:

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


TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd Lopez, Town Attorney

12-6-10. Annual inventory.

A. The governing authority of each agency shall, at the end of each fiscal year, conduct a physical inventory of movable chattels and equipment costing more than five thousand dollars (\$5,000) and under the control of the governing authority. This inventory shall include all movable chattels and equipment procured through the capital program fund under Section [15-3B-16](#) NMSA 1978, which are assigned to the agency designated by the director of the facilities management division of the general services department as the user agency. The inventory shall list the chattels and equipment and the date and cost of acquisition. No agency shall be required to list any item costing five thousand dollars (\$5,000) or less. Upon completion, the inventory shall be certified by the governing authority as to correctness. Each agency shall maintain one copy in its files. At the time of the annual audit, the state auditor shall ascertain the correctness of the inventory by generally accepted auditing procedures.

B. The official or governing authority of each agency is chargeable on the official's or authority's official bond for the chattels and equipment shown in the inventory.

C. The general services department shall establish standards, including a uniform classification system of inventory items, and promulgate rules concerning the system of inventory accounting for chattels and equipment required to be inventoried, and the governing authority of each agency shall install the system. A museum collection list or catalogue record and a library accession record or shelf list shall constitute the inventories of museum collections and library collections maintained by state agencies and local public bodies.

D. No surety upon the official bond of any officer or employee of any agency shall be released from liability until a complete accounting has been had. All official bonds shall provide coverage of, or be written in a manner to include, inventories.

History: 1953 Comp., § 4-31-10, enacted by Laws 1969, ch. 68, § 10; 1979, ch. 195, § 1; 1983, ch. 303, § 1; 1984, ch. 53, § 1; 1985, ch. 115, § 1; 1987, ch. 35, § 1; 1999, ch. 230, § 1; 2005, ch. 237, § 1; 2013, ch. 115, § 9.



November 12, 2014

Title:

Grant Agreement C5142104 with New Mexico Department of Transportation

Summary:

Discussion, consideration and possible acceptance of a grant from the New Mexico Department of Transportation Capital Appropriation Project (Control Number C5142104) in the amount of \$180,000 to plan, design and construct road, drainage and utility improvements on Camino del Medio.

Background:

This grant will be used for the environmental and engineering work for Camino del Medio. The reversion date for this grant is June 30, 2018. There is no required Town match.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

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 [New Mexico Department of Transportation Grant Agreement C5142104](#)

Contract Number: _____
Vendor Number: 0000054367
Control Number: C5142104

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2014, by and between the Department of Transportation, P.O. Box 1149, Room 126, Santa Fe, New Mexico 87504-1149, hereinafter called the "Department" and Town of Taos, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, HB55, Chapter 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID 14-2104 NMDOT Control Number C5142104 \$180,000
APPROPRIATION REVERSION DATE: 6/30/2018
Laws of 2014 HB55, Chapter 66, Section 25, Sub Section 79, One Hundred Eighty Thousand Dollars and No Cents (\$180,000) to acquire easements for and to plan, design and construct road, drainage and utility improvements to camino del Medio in Taos in Taos county.

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Eighty Thousand Dollars and No Cents \$180,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, , \$0.00, which equals One Hundred Eighty Thousand Dollars and No Cents \$180,000 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." "Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Town of Taos

Name: Richard Bellis

Title:

Address: 400 Camino de la Placita, Taos, New Mexico 87571

Email:

Telephone:

Department: Department of Transportation District 5 Office

Name: Susan Godina

Title: Local Government Road Fund Coordinator

Address: P.O. Box 4127, Santa Fe, NM 87502

Email: Susan.Godina@state.nm.us

Telephone: 505-995-7787

FAX: 505-827-9509

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2018 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and

deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each

month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any

account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local

jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of

law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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, the Town of Taos may immediately terminate this Agreement by giving Contractor written notice of such termination. The Town of Taos's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Town of Taos or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Town of Taos or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Town of Taos may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Town of Taos only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's

sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION


Cabinet Secretary or Designee

Date

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


By: Cynthia Christ

Its: Assistant General Counsel


Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

☐ **PERIODIC REPORT** ☐ **FINAL REPORT**

Grantee: _____

Project Number: _____ **Reporting Period:** _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

☐ **PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
Complete Mailing, including Suite, if applicable
City State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____
B. AIPP Amount (If Applicable) _____
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Grant Balance: \$0.00
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)
G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

(Jan-Jun) ☐ Fiscal
(Jul-Dec) ☐ Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: **Grantee Representative:** _____

FROM: **Department Representative:** _____

SUBJECT: **Notice of Obligation to Reimburse Grantee**

Project Number: _____

As the designated representative of the Department for Grant Agreement number C5142104 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A

CAPITAL OUTLAY PROJECT SCOPE AND TERMINI FORM

Appropriation ID: _____ Control Number: _____

Specific Roadway Project Information

Route #(s)/Road #(s)/Road Name(s)	Begin Termini (Mile Post if applicable)	End Termini (Mile Post if applicable)

Estimated Cost in each area that this appropriation will be utilized for

Planning	Design	Construction	Other (specify)

Provide a Detailed Project Scope In Space Below

Include items such as pavement rehab or construction/reconstruction, shoulder widening, intersections, bridge replacement or rehab, bike paths/lanes, sidewalks or other type of pedestrian facilities, structural improvements, drainage improvements, lighting or signal improvements, signing, striping, right of way acquisition, & all other pertinent information.

Tribal/Local Government Agency Name: _____

(Signature)* (Printed Name) (Date)

(Title) (Telephone Number)

*Must be signed by authorized officer who has knowledge of the representations contained in this Form.

When complete fax or e-mail form to:	Sean Sandoval New Mexico Department of Transportation (NMDOT) Phone: 505-476-3784 Fax: 505-827-5640 Sean.sandoval@state.nm.us
---	---

Tribal/Local Government Agencies must complete each section. Failure to do so may cause delays in the review of your project for the funding agreement process.

ATTACHMENT A

The Town of Taos shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Town of Taos shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.

ATTACHMENT A

6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



November 12, 2014

Title:

Memorandum of Understanding with North Central Regional Transportation District

Summary:

Discussion, consideration and possible approval of Memorandum of Understanding TT-15-125 with North Central Regional Transportation District for the transfer of Taos Express and Klauer Campus service routes.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

 [Memorandum of Understanding](#)

**MEMORANDUM OF UNDERSTANDING
FOR TRANSPORTATION SERVICES**

This Agreement is made and entered into this _____ day of _____, 2014, by and between the Town of Taos ("Town"), and the North Central Regional Transit District ("NCRTD"), for transportation services with an effective date of January 1, 2015.

RECITALS

WHEREAS, the Town of Taos, "Town", is a municipality and a legal subdivision of the State of New Mexico; and,

WHEREAS, the NCRTD is a special district and subdivision of the State of New Mexico formed under the Regional Transit District Act, NMSA 1978, § 73-25-1 et seq.; and

WHEREAS, pursuant to NMSA 1978, § 73-25-4 (C), on October 7th, 2014, the Town held a public hearing to consider joining the NCRTD as a member; and

WHEREAS, the NCRTD and the Town have agreed to coordinate and exchange existing routes operated by their respective transit operations in order to maximize efficiency, and

WHEREAS, the Town and NCRTD wish to memorialize an agreement to swap certain current route operations to minimize costs while maintaining services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and acceptability of which are acknowledged, the parties agree as follows:

WITNESSETH:

1. ROUTES ASSUMED BY TOWN AND NCRTD

The Town and NCRTD agree to make such changes to their respective service plans, routes, services and budgets as may be required to implement amended services consistent with the attached Exhibit A and B.

2. TRANSFER OF VEHICLE UNIT 30

The Town will convey to the NCRTD

- A. Vehicle Unit 30, 2013 Ford, VIN No. 1FDAF5GT4DEA70282, currently used by the Town for providing the Taos Express Service by April 1, 2015. Mileage placed on the vehicle should not exceed prior year annual average mileage ;

B. NCRTD will pay to the Town \$15,000 for Vehicle Unit 30 at the time of transfer. Said vehicle shall be in excellent operating condition and without exterior or interior damage except for normal wear and tear.

C. The Taos Express Website.

3. NON-WAIVER OF POWERS

Nothing in this Agreement shall be taken or held to imply the relinquishment or waiver by the Town of its powers to regulate public transportation services. Further, nothing contained in this Agreement shall constitute, or be construed as constituting, any waiver of any rule, regulation or ordinance heretofore adopted by the Town, nor its right to make such charges and amendments of all such rules, regulations or ordinances which the Town may from time to time, deem advisable and necessary for the protection of the public health and general welfare of its citizens.

4. DEFINITIONS

- A. *Bus Stop*: A place where passengers can board or alight from the bus usually identified by a sign.
- B. *Town*: Town of Taos.
- C. *Demand Response*: Non-fixed-route service utilizing vans or buses with passengers boarding and alighting at pre-arranged times at any location within the system's service area.
- D. *Fare*: The required payment for a ride on a public transportation vehicle. It must be paid by an acceptable means, for example using cash, token, ticket, transfer, fare card, voucher, pass or user's fee.
- E. *Fare Structure*: The system set up to determine how much is to be paid by various passengers using a transit vehicle at any given time.
- F. *Fixed Route*: Service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origin as and destinations, unlike demand-response.
- G. *Modified/Deviated Fixed Route*: Vehicles travel from predetermined stops, but will deviate or modify the route to provide service at peak time to pick up or drop off individuals.
- H. *NCRTD*: North Central Regional Transit District

- I. *Paratransit:* Comparable transportation service required by the Americans With Disabilities Act for people with disabilities who are unable to use fixed-route transportation systems.
- J. *Passenger:* Any occupant of a motor vehicle (in or upon the vehicle) who is not the driver.
- K. *Public Transit:* Passenger transportation services, local, metropolitan or regional in scope, that are available to any person who pays a prescribed fare.
- L. *Senior Citizens:* All citizens over the age of 60
- M. *Service Area:* A defined area from within which the majority of transit users will travel to a particular destination.
- N. *Transit:* Another name for “public transportation” generally used in contexts which do not include carpools or vanpools.

5. SCOPE OF WORK

The work under this Agreement shall consist of providing public transportation services within the Town, and the NCRTD Service Area including all supervision, materials, equipment, labor and other items necessary to complete work in accordance with this Agreement.

6. OPERATION

- A. *Hours of Operation:* Hours of operation will be as set forth in Exhibit A and B unless the parties agree otherwise.
- B. *Routes:* Routes will be as set forth in Exhibit A and B unless the parties agree otherwise. Both parties acknowledge that they will continue to evaluate and assess the demand for and utility of routes and that future decisions by the parties respective governing bodies regarding continuation of routes may change the routes as specified in Exhibit A and B. However neither party shall change the routes governed under this agreement without first meeting and conferring with the other party.
- C. *Holidays:* The Town of Taos and NCRTD will each determine and observe any or all of the holidays by suspension of service on the holiday.
- D. *Future Funding:* From this point forward the Town of Taos will request grant funding from the New Mexico Department of Transportation for and provide Klauer Route services. The NCRTD will request grant funding

from the New Mexico Department of Transportation for and provide Taos Express services.

7. COMPLIANCE WITH LAWS

The parties shall conduct operations under this Agreement in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including traffic laws, whether now in effect or adopted or amended hereafter.

8. EFFECTIVE DATE

This Agreement shall be effective upon execution of the Agreement and performance of such Agreement shall begin on January 1, 2015.

9. NON-DISCRIMINATION

The parties shall not discriminate against any person because of race, sex, age, creed, color, religion, disability or national origin.

10. TERM

This Agreement shall be in place until such time that Vehicle Unit 30 has been transferred to NCRTD.

11. TRANSFERABILITY OF AGREEMENT

No assignment or subcontract of this Agreement or any change in each party's obligations under this Agreement shall be made without the express written consent of the other party. In the event of any assignment, the assignee shall assume the liability and responsibilities of the party who assigns the agreement. Nothing herein shall limit the ability of the parties to transfer responsibilities for other routes and transit services in the future.

12. MISCELLANEOUS PROVISIONS

- A. *Integration and Amendments:* This Agreement constitutes the full and entire understanding of the parties in relation to the subject matter herein and shall not be amended except by a written instrument executed by both parties hereto.
- B. *Force Majeure:* Neither Party shall be liable for failure to perform their duties nor for any resultant damage or loss if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the party who fails to perform.

- C. *Partial Invalidity:* In the event any provision or portion of this Agreement shall be found invalid or unenforceable, this Agreement shall be reformed in accordance with applicable law excluding such invalid or unenforceable provision(s), but any such partial invalidity shall not effect the validity and enforceability of any such provision or portion of the Agreement unless the purpose of the Agreement is rendered impossible.
- D. *Notices:* Any notices required to be given under this Agreement shall be given to:

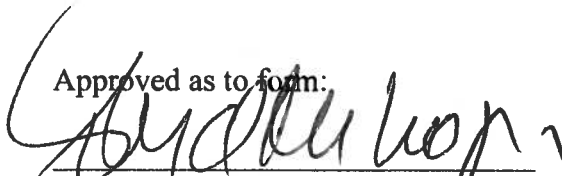
TOWN: Town of Taos
Town Manager
400 Camino de la Placita
Taos, N.M. 87571

NCRTD: North Central Regional Transit District
Executive Director
1327 N. Riverside Dr.
Española, NM 87532

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives on the _____ day of _____, 2014

Dan Barrone
Mayor, Town of Taos

Approved as to form:


Floyd W. Lopez, Town Attorney

Attest:

Renee Lucero, Town Clerk

NCRTD

Approved as to form:

By: _____

Exhibit A**UNM-Klauer Route**

- 140 service days to coincide with Fall and Spring semester
- Operates Monday- Thursday only
- Approximate one-way travel distance from Ranchos PO to UNM: 3.0 miles
- Approximate one-way travel time form Ranchos PO to UNM: 10 minutes

Schedule**SOUTHBOUND****NORTHBOUND**

Guadalupe Parking Lot	Taos County Admin	Ranchos Post Office	UNM- Klauer		UNM- Klauer	Ranchos Post Office	Taos County Admin	Guadalupe Parking Lot
830a	835a	845a	855a		900a	910a	920a	925a
1130a	1135a	1145a	1155a		1200p	1210p	1220p	1225p

Split Shift

230p	235p	245p	255p		300p	310p	320p	325p
530p	535p	545p	555p		600p	610p	620p	625p
					835p	845p	855p	900p

Town of Taos responsibilities	<ul style="list-style-type: none"> • Chile Line to provide service to UNM-Klauer • Fare-free to UNM students and staff
----------------------------------	--

Exhibit B

Taos Express Route

- Monday- Thursday: NCRTD operates Taos to Española and Española to Santa Fe Routes as it currently does
- Friday- Saturday- Sunday: NCRTD operates a Taos Express routing similar to the current Taos Express routing: one round trip Friday night; two round trips Saturday and two round trips Sunday
- Friday service will be fare-free; Saturday and Sunday service will be considered “premium” service and a one-way fare will be charged

SCHEDULE

SOUTHBOUND

NORTHBOUND

	Guadalupe parking lot	Taos County Admin	Ranchos Post Office	Española	Santa Fe Railyard	South Capitol	South Capitol	Santa Fe Railyard	Española	Ranchos Post Office	Taos County Admin	Guadalupe parking lot
Friday	430p	435p	445p	540p	620p	640p	645p	TBD	705p	800p	810p	815p
Saturday	800a	805a	815a	TBD	1000a	TBD	TBD	1040a	TBD	1145a	1155a	1200p
	430p	435p	445p	TBD	620p	640p	645p	TBD	TBD	800p	810p	815p
Sunday	800a	805a	815a	TBD	1000a	TBD	TBD	1040a	TBD	1145a	1155a	1200p
	430p	435p	445p	TBD	620p	640p	645p	TBD	TBD	800p	810p	815p

NCRTD responsibilities	<ul style="list-style-type: none"> • Will operate a similar level of service on Friday, Saturday and Sunday as existing Taos Express • Will charge a fare for “premium” service on Saturday and Sunday • Actively engage in marketing and promotion to encourage increased ridership (and potential increased visitors to Town)
------------------------	--

R062X

CERTIFICATE OF ORIGIN FOR A VEHICLE



DATE **APRIL 03, 2013** INVOICE NO **EA70282** 2
 VEHICLE IDENTIFICATION NO **1FDAF5GT4DEA70282** YEAR **2013** MAKE **FORD**
 BODY TYPE **201 F550 4X2 REG CHAS CAB DRW** SHIPPING WEIGHT **7555 LBS.**
 HP (SAE) **48.61** GVWR **19500 LBS** NO CYLS **8** SERIES OR MODEL **F5G9**
 NOMINAL TONNAGE **2** INVOICE DATE: **JANUARY 22, 2013**

CERTIFIED FOR SALE IN CALIFORNIA
 I, the undersigned, authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC P.O. NUMBER DFT91B

OWNER:
 Olathe Ford Lincoln
 1845 E Santa Fe
 Olathe KS 66062

53A116

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

MEMO DATA

FORD MOTOR COMPANY B30008484

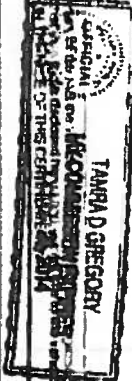
FINANCE SOURCE 000001 BY Bradley M. Gayda
 Ford Motor Credit Comp
 P.O. Box 1732, Room 2945
 Dearborn MI 48121
 (AGENT)

DEARBORN, MICHIGAN

CITY STATE



1157a



LIENHOLDER	ODOMETER DISCLOSURE FOR RETAIL SALE	DISTRIBUTION-DEALER ASSIGNMENT NUMBER 4	DISTRIBUTION-DEALER ASSIGNMENT NUMBER 3	DISTRIBUTION-DEALER ASSIGNMENT NUMBER 2	DISTRIBUTION-DEALER ASSIGNMENT NUMBER 1
1st Lienholder: NMDOT - Transit & Rail Division Address: PO Box 1149, Santa Fe, NM, 87504	Signature of Seller: _____ Signature of Buyer: _____ Signature of Notary: _____ Date of Sale: _____ Notary Public: _____ Notary Public - Arizona Maricopa County	NAME OF PURCHASER: Creative Bus Sales DBA ADDRESS: 400 Camino De La Placita, Taos, NM, 87571 City of Maricopa State of Arizona Signature of Notary: _____ Notary Public: _____ Notary Public - Arizona Maricopa County	NAME OF PURCHASER: Creative Bus Sales DBA ADDRESS: 5760 Pino Ave, Albuquerque, NM, 87109 City of Maricopa State of Arizona Signature of Notary: _____ Notary Public: _____ Notary Public - Arizona Maricopa County	NAME OF PURCHASER: Arizona Bus Sales ADDRESS: PO Box 60036, Phoenix, AZ 85062 City of Maricopa State of Arizona Signature of Notary: _____ Notary Public: _____ Notary Public - Arizona Maricopa County	NAME OF PURCHASER: Eldorado National Kansas ADDRESS: 1655 Wall St, Salina, KS 67401 City of Maricopa State of Arizona Signature of Notary: _____ Notary Public: _____ Notary Public - Arizona Maricopa County



November 12, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



November 12, 2014

Title:

Marketing and Tourism Director

Summary:

Update on hiring of Marketing and Tourism Director.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



November 12, 2014

Title:

Marketing and Advertising Contract

Summary:

Status report on the Marketing and Advertising Contract with Griffin and Associates.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

- ☐ [Email](#)
- ☐ [2015 Marketing Plan](#)
- ☐ [September Report](#)

-----Original Message-----

From: Joan Griffin [<mailto:jgriffin@griffinassoc.com>]

Sent: Monday, November 10, 2014 1:40 PM

To: Laurie Moreau; Chris Smith

Cc: Richard Bellis; Adriana Blake; John Abeln

Subject: Proposed 2015 Marketing Plan

All -

Here is the proposed marketing plan for calendar year 2015, since we are so far into FY15 already. Please let me know what input you have. I will be prepared to review it and discuss it at the LTAB Marketing Committee meeting next week.

TOWN OF TAOS TOURISM PROMOTION DRAFT STRATEGIC MARKETING PLAN FY 2015

INTRODUCTION – In FY2014, Taos tourism has stabilized and has returned to pre-recession levels. 2015 will be the year we expand and take our position as the leader in the State and the Region – THE mountain town destination for boomers and Xers seeking one-of-a-kind vacation experiences.

Taos is unique. No other destination can offer what Taos does for a tourist seeking a great small mountain town experience. We have many competitors with much heftier marketing budgets, but our results with fewer resources have far exceeded theirs.

HIGHLIGHTS OF RESULTS

The Town of Taos' tourism marketing budget in FY2014 was \$398,000, down from FY2011, when it topped out at \$498,000. Even with less, our results have kept pace with or surpassed our competitors. Lodgers' Tax continues to grow:

FY2013	+ 3.9% over FY2012
FY2014	+10.6% over FY2013

TAOS.org, unique visitors is seeing impressive growth as well:

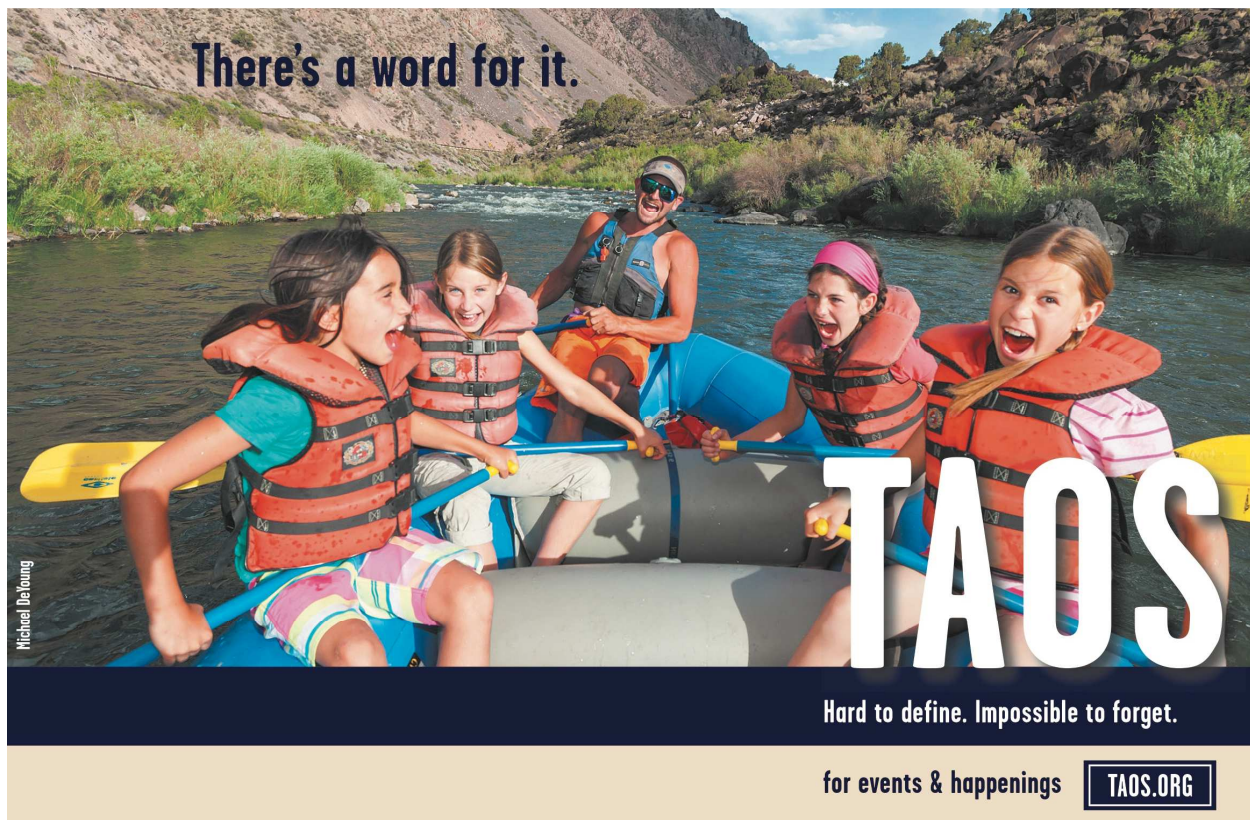
Year	Unique Visits	Visitors	Page Views	Change from previous year
2012 TOTALS	277,639	369,627	1,426,437	46.66%
2013 TOTALS	392,417	538,558	1,892,911	45.70%

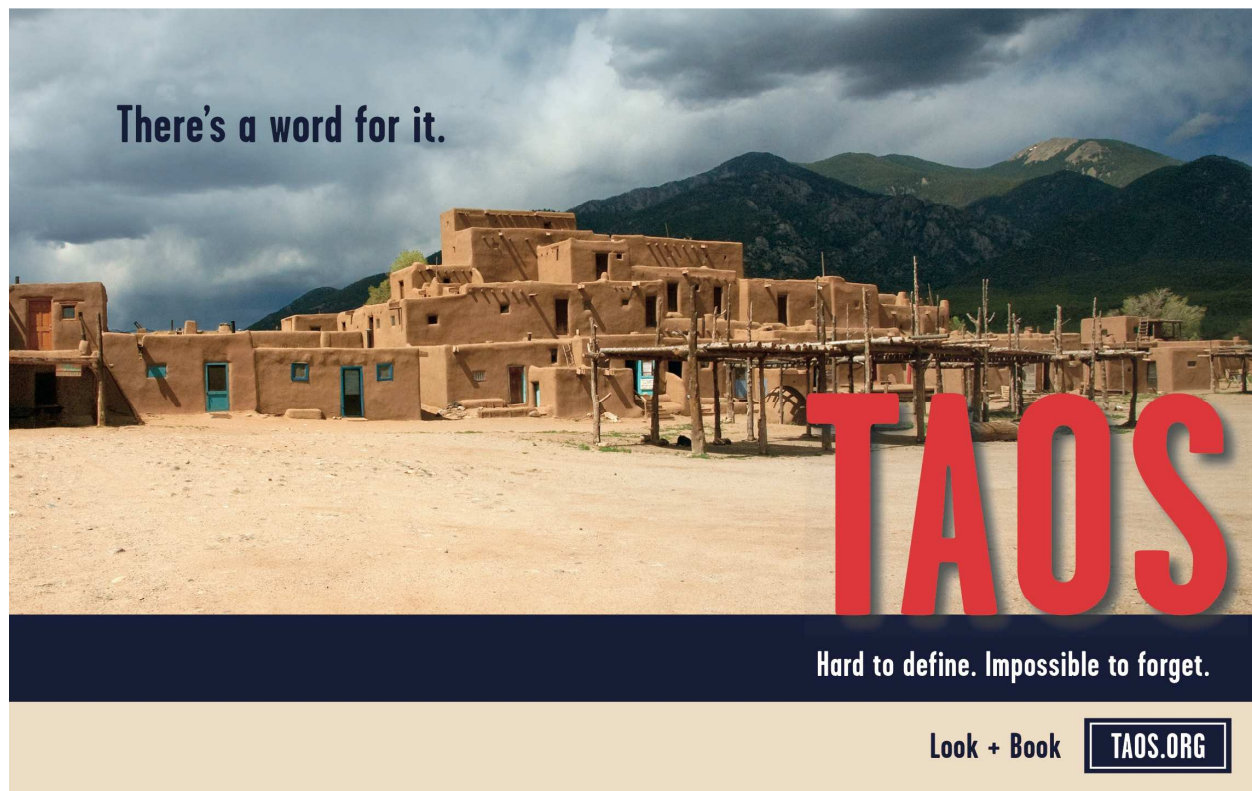
COLLABORATION & FISCAL RESPONSIBILITY

Working collaboratively with other organizations, including MARKETAOS, the Taos Tourism Council, the Taos Pueblo, the Taos Ski Valley Chamber of Commerce, and the Taos County Chamber of Commerce, we've designed effective, compelling ads and managed the budget to spend money where it will yield measurable results.

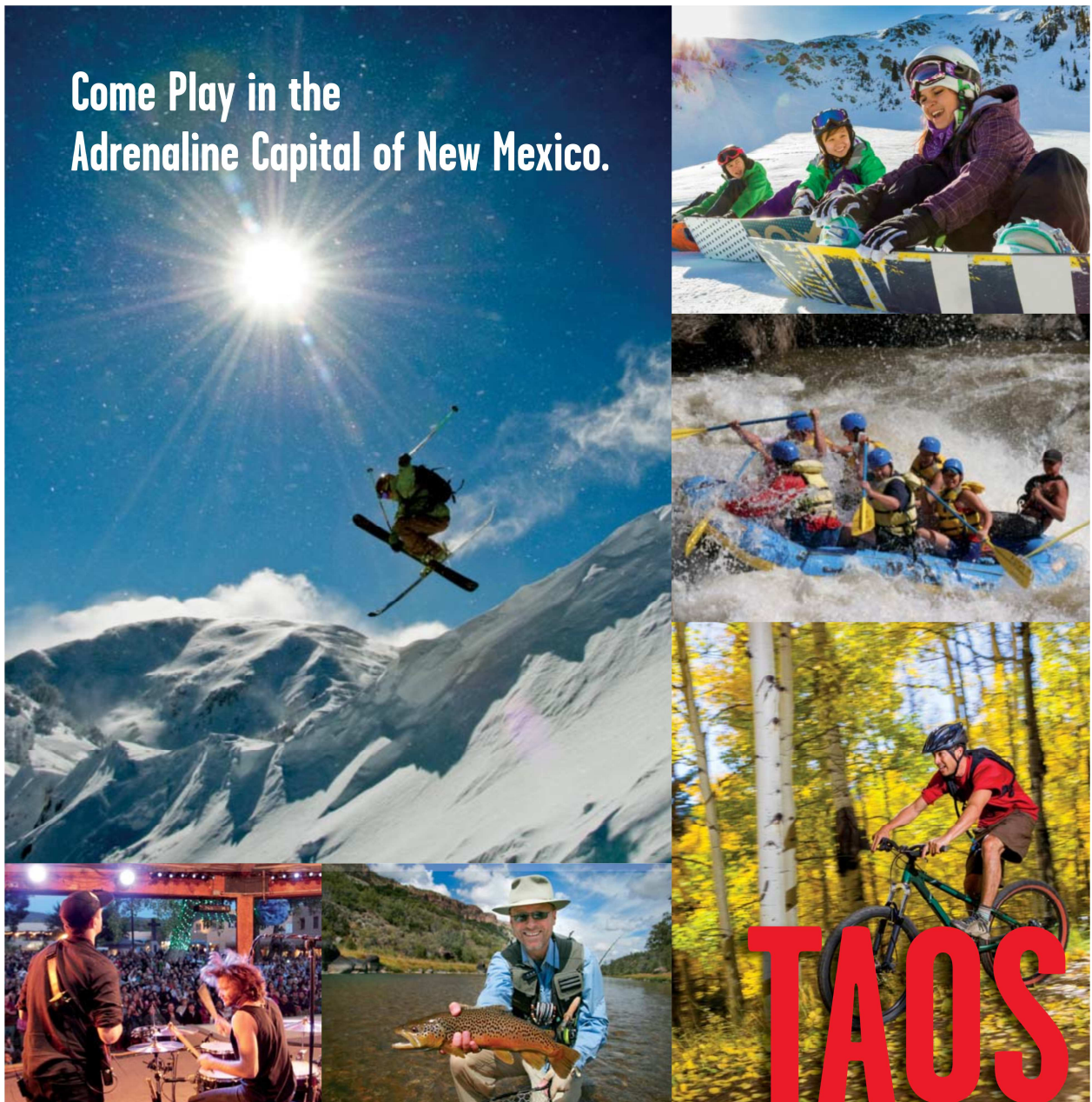
COMMUNICATING THE TAOS BRAND

All advertising and messaging features compelling photography (shot by Taos photographers), with minimal copy, illustrating Taos' unique sites and "site doing." They work hand in glove with the NM Tourism Department's *NM True* campaign. Our ads drive viewers to TAOS.org and to the Taos Visitors Center phone number.





Come Play in the
Adrenaline Capital of New Mexico.



TAOS

In Taos, you'll find every kind of adrenaline-pumping activity under the sun (and stars).

TAOS HISTORIC DISTRICT

Dance | Sing | Play | Feast
Create | Celebrate

TAOS.org/calendar

TAOS

TAOS SKI VALLEY RESORT
Rediscover Taos
Adventurous Spirits Welcome
skitaos.org, 800.776.1111

Sipapu.

SIPAPU SKI & SUMMER RESORT
Find FREE lift tickets, FREE lodging
and family adventures here:
SipapuNM.com, 800.587.2240

Look + Book

TAOS.ORG

888.580.8267

PHOTOS FROM TOP LEFT: TED WOLFF ABOVE HIGHLINE RIDGE IN TAOS BY KEVIN REBHOLTZ, SNOWBOARDERS BY MICHAEL DE YOUNG, RAFTING THE RIO GRANDE FROM COTTAM'S RIVER RAFTING, MOUNTAIN BIKING BY MICHAEL DE YOUNG, FISHING FROM TAOS FLY SHOP, MUSIC ON TAOS PLAZA BY JIM COIL. THANKS TO TAOS COUNTY LODGERS TAX.

WHAT THE FUTURE HOLDS – OUR AGGRESSIVE APPROACH:

The 2015 Marketing/PR budget has decreased to \$385,000 (from \$398,000 in FY2014).

2015 we will capitalize on new and interactive media, driving more real-time responsive messaging to audiences that are plugged into mobile devices.

- The GenXers are a growing market segment. They find travel information via new media (online ads, Pandora, social media). We will increase new media buys to attract this growing demographic segment.
- With the NM Supreme Court unanimously upholding same sex weddings, Taos has the opportunity to become THE destination wedding site for this demographic. We are launching a same sex media buy in targeted online and print media.
- Several organizations are working together to beef up spring offerings. When this is complete, we will have robust year-round offerings to promote.
- With new ownership at the Taos Ski Valley, there will be increased opportunities to market together in the winter months.

Definition of new media: *New media* refers to on-demand access to content anytime, anywhere, on any digital device, as well as interactive user feedback, and creative participation.

TOWN OF TAOS' MISSION

Success comes when all stakeholders work together. With our partners, we seek:

- To strengthen Taos' economy and community through the promotion of Taos as a year-round destination
- To focus the town's marketing and PR budget with efficiency to deliver the most beneficial message and products to attract tourists
- To provide potential visitors the essential information necessary to make decision and take action to travel to Taos for an experiential, unique and memorable trip
- To encourage improvement of the Taos experience by educating all tourism stakeholders of the Marketing and PR plan and their role in the experience

STRATEGIC APPROACH

- Differentiate Taos from other western mountain locations through its transformative allure and rich cultural heritage.
- Educate potential travelers about Taos utilizing web/digital and smart phone technology.
- Turn guests into repeat travelers to Taos
- Provide clear marketing programs that focus on the authentic experiences
- Utilize key digital media to deliver the marketing messages to the focus demographic groups
- Drive with a single voice, the Taos Brand through the message, particularly in the media outreach

Our 2015 objectives are concrete and measurable and are published monthly on TAOSgov.com and via the Taos County Chamber of Commerce:

- Increase lodgers tax revenue with first time and repeat travelers (measured by the Town's monthly lodgers tax reports). We will increase Taos lodgers' tax receipts by 2%.
- Increase the number of people interested in traveling to Taos (measured by increases in visitors to TAOS.org and increases in the number of mainstream major media that write or air positive news stories on Taos).
 1. We will increase earned Taos media travel coverage by 5% with at least 10 stories placed in "A" media (major media with circulations, viewership or online audiences of at least 500,000).
 2. Increase traffic to TAOS.org by 10% over FY '14 (which includes the mobile website.)

Our tactics are direct and quantifiable:

- Communicate with former Taos visitors and encourage them to return. (This is done via our monthly electronic newsletters as well as Public Relations efforts). We highlight the multitude of activities going on every month.
- Reach new visitors and encourage them to travel to Taos. (This is done via our paid advertising with different messages for different demographics and our social media outreach).
- Expand the younger demographic and turn them into regular returning visitors. (This is done with new messages and through new and social media such as Pandora and Ad Taxi)

TARGET MARKETS

Primary – Boomers (ages 49-67)

Baby Boomer households continue to be a large traveling cohort, and the traditional Taos traveler. A recent survey by Forbes Magazine identified the hottest boomer travel trends:

- Ecotourism
- Adventure
- Medical tourism
- Multigenerational travel
- Bucket list trips
- Passions
- Spiritual

Taos is uniquely poised to capture and present/promote all of these trends.

Secondary – Gen Xers (ages 32-48) with or without children traveling with them.

This is a relatively new, but growing traveling group. They are now traveling more than the Baby Boomers (although not spending as much). They share some common traits with Boomers, but have developed new ways of communication and expectations regarding travel, lodging, and tourism experiences.

According to the CWT report and Adventure Travel/News, what's important to Gen X:

- Connectivity is important to stay informed using smart phone technology;
- Comfort seekers are looking to enhance their end-to-end travel experience. Examples are mobile check-in services and connecting with friends/family via social media;
- Wi-Fi Connectivity within lodgers' facilities;
- Boutique hotels: Large hotels have launched mid-priced boutique hotel chains, which are trying to capture the Xers' business;
- Gen Xers desire to see the world and their tastes trend from "off the beaten Path" toward exotic luxury travel as social value shifts from material to experiential.

Tertiary - Mature traveler (ages 67+) without children traveling with them. Our research shows that:

- Mature travelers represent 21 percent of all leisure travelers and they take the lengthiest trips of all travelers.
- They take an average of 4.1 leisure trips each year. (U.S. Travel Association, 2011).
- They come to Taos year after year (8.8 times on average in the last 10 years).

MEDIUMS TO BE UTILIZED

- Compelling, visual and dramatic print and broadcast ads
- New media ads (Pandora, Ad Taxi, others)
- Monthly public relations outreach
- Electronic Newsletters
- Targeted travel print ads
- Annual sweepstakes
- Refreshed content monthly on TAOS.org
- Create new traveler itineraries
- Social media
- Community outreach for co-op opportunities

MARKETS WE WILL ADVERTISE IN

- Denver/Boulder
- Albuquerque/Santa Fe/Los Alamos
- Austin
- Dallas/Houston
- NY
- San Diego
- Los Angeles

2015 Budget		2014		2015	
Reaches All Demographics:					
Social Media Program	FB, Yelp, Twitter, entry, analytics	\$20,000	5%	\$20,000	5%
New Release Wire Svc	sending national releases via PR Web	\$3,000	1%	\$3,000	1%
News Clipping Service	A-list contacts, distribution list, Vocus	\$12,500	3%	\$10,000	3%
E-Magazine Outreach	Weekly, monthly by interest area	\$36,000	9%	\$18,000	5%
Graphic Design	Ads, materials, banners, etc.	\$30,000	8%	\$30,000	8%
Media FAM Tours	Bring key media to Taos	\$10,000	3%	\$10,000	3%
Photography	Licensing, photo shoot	\$5,000	1%	\$5,000	1%
Travel Sweepstakes	Annual grand sweepstakes travel	\$2,000	1%	\$2,000	1%
Video Page, Map Page	Content creation, management	\$5,000	1%	\$0	0%
MARKTAOS Partnership	TAOS.org and ads on the site	\$13,000	3%	\$13,000	3%
Historic Churches Tour	Brochure Reprint	\$2,000	1%	\$0	0%
Walking Tour Brochure	Reprint	\$2,000	1%	\$0	0%
Free/Earned Media	Writing & disseminating news releases	\$52,000	13%	\$36,000	9%
Account Management	Meetings, planning, grant writing	\$48,000	12%	\$44,367	12%
		\$12,963	3%	\$4,865	1%
Opportunity Fund		\$3,500	1%	\$5,000	1%
Internet Honey Software	ROI tracking software				
Reaches Boomers					
Print Ads	Drive Circle & A-List only	\$40,000	10%	\$60,000	16%
Reaches Millennials					
Online		\$50,000	13%	\$60,000	16%
Advertising	Regional and National ads	\$25,000	6%	\$35,000	9%
Broadcast					
Ads	TV ads	\$26,037	7%	\$28,768	7%
NMGRT					
		\$398,000	100%	\$385,000	100%
TOTAL:					
ADDITIONAL BUDGET		\$220,000		\$200,000	
TCLA	TAOS.org/Vac Guide	\$200,000		\$200,000	
Griffin & Associates	Media Vlaue Added	\$40,000		\$40,000	
NM					
Grant	Tourism Grant	\$120,000		\$120,000	
Google Grant					
		\$978,000		\$945,000	

ADS PLACED TO DATE THROUGH 12/31/14

Print

SF Visitors Guide	\$11,764
Luxe Travel Air Magazine	\$4,706
Butler Motorcycle Maps	\$5,882
Fall Arts	\$13,082
(Local IQ, ABQ Journal, LA Monitor Pasa Tiempo, Yellow Scene)	
Art Forum	\$2,000
National Geographic Traveler	\$1,647
ABQ The Magazine Winter Ad with TSV	\$1,823
Trend Magazine	\$3,529
Los Alamos Visitors Guide	\$4,117
Yellow Scene Winter Guide	\$1,512
Sub-Total	\$49,762

Online

Ad Taxi (fall arts)	\$20,000
Facebook Posts	\$2,500
5280/Yellow Scene Nov/Dec	\$11,764
Sub-Total	\$34,264

Broadcast

Pandora (fall arts)	\$20,000
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SEPTEMBER 2014 ADVERTISING/MARKETING ACTIVITIES EXECUTIVE SUMMARY:

The September 2014 Report from Griffin & Associates:

September marketing and promotion efforts were centered on four themes:

- 1) Promoting fall activities
- 2) Continuing sweepstakes for visitors to travel now – via Facebook and media partners
- 3) Enhancing and expanding our social media presence
- 4) Continuing our consistent national Public Relations push

ANNUAL TOURISM MARKETING OBJECTIVES:

- 1) Increase lodger's tax by 2 percent.
- 2) Increase A List media placement with media outreach by 5 percent or 97 articles and stories.
- 3) Increase web visits by 10 percent.

PUBLIC RELATIONS EXECUTIVE SUMMARY:

In September, our PR outreach continued. Our 10 news releases generated over 1,000 mentions – many talking about fall foliage viewing and the various fall events.

TOTALS FOR September 2014

	Impressions	Value	PR Value	Page Views
Newspaper	0	\$0.00	\$0	0
Magazine	974,972	\$215,136.00	\$2,151,360.00	0
Broadcast	418,906	\$4,594.47	\$45,944.70	0
Online	357,663,202	\$11,624,184.32	\$116,241,843	3,622,434,517
Totals	359,057,080	\$11,843,914.79	\$118,439,148	3,622,434,517

Some of our major media results follow:

Forbes with over 23 million readers on Palacio de Marquesa opening

LA Times with over 9 million readers on living off the grid

Various CBS stations throughout the country with hundreds of millions of viewers on the Best Fall Foliage in the US

USA Today with over 15 million readers named Taos Pueblo a top Native American experience

Huffington Post with over 50 million readers naming Taos as a Top 10 Best Fall Foliage Trip in the US

CNN with nearly 8 million viewers on earth ships

Examiner.com with over 9 million readers on the Taos Glass Invitational

See Attachments for News Releases & Complete Media Report.

MARKETING AND ADVERTISING EXECUTIVE SUMMARY:

The Taos Marketing Objectives for FY15 are:

- Increase occupancy levels, lodgers' tax by 2 percent as measured using the Town of Taos lodgers' tax reports. These numbers are calculated based on Travel Industry of America expectations. Lodgers Tax for Year to date, lodgers' tax is up .06% over the same time period last year.
- Place at least 97 stories placed in "A" media (major media with circulations, viewership or online audiences of at least 500,000 – that match Taos' traveler psychographic). In the month of September, we had 9 A list stories, making the YTD total 29 year to date.
- Increase website visits by 10 percent. In the month of September, we had over 34,000 unique visits, up from 26,000 in 2013. Unique visits for the month are up 26.8 percent.

OTHER RESULTS

The visitors' center visitor traffic had over 10,000 visitors in September. Those visitors spent over \$14,000 on purchases at the Visitor's Center.

Throughout the month of September, the social media team posted 27 times to the Facebook page. By boosting our posts, we added 3,532 followers, making our total follower base now 21,138.

This month the organic reach peaked at 1,080 people at one point in the month. Attached is a graph that shows the number of people engaged in the page.

During the month of September, the social media team tweeted 23 times. We have connected and are following 1,372 businesses, publications, people and communities. Based on this Twitter has continued to suggest viable leads of potential followers, which we are connecting with continually.

In the month of September, the social media team continued to populate and manage the Pinterest site. Total followers of the Taos Tourism Pinterest profile are 869.

Advertising and marketing pieces we developed and placed in September included our three electronic newsletters, as well as a series of ads in the Taos News and online ads.



November 12, 2014

Title:

Staff Introduction

Summary:

Introduction of Lynda Perry, Grants and Revenue Development Coordinator.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



November 12, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

[Click to download](#)

No Attachments Available



November 12, 2014

Title:

Appointment to NCRTD

Summary:

Consideration and possible approval to appoint a member and alternate to the North Central Regional Transit District.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

☐ [NCRTD Resolution](#)



North Central Regional Transit District (NCRTD)

Resolution 2014-18

**ALLOWING THE TOWN OF TAOS TO JOIN AS A MEMBER OF THE
NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD)**

WHEREAS, the NCRTD was created through legislative enactment (chapter 65, signed March 21, 2003); and,

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and,

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation Commission September 14, 2004; and,

WHEREAS, the Town of Taos adopted Town Resolution No. 2014-18 showing the Town Council's intent to join the District on October 7, 2014; and,

WHEREAS, in order to create a truly effective and efficient regional transit system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the Town of Taos should be a member of the District.

NOW THEREFORE BE IT RESOLVED by the NCRTD that the Board of Directors accepts and approved the Town of Taos's request to join the District.

**PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE
NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 7th DAY OF
NOVEMBER, 2014.**


Miguel Chavez, Vice Chairman

Approved as to form:


Peter Dwyer, Counsel

VOTING STRENGTH ANALYSIS - November 7, 2014

Member	Population (1)	% of Total Population	Member Unit	Population Units (2)	Total Voting Units	Voting Units % of Total
Los Alamos County	17,798	7.51%	1	2	3	9%
Río Arriba County	23,925	10.10%	1	3	4	12%
Española City	10,224	4.32%	1	2	3	9%
Ohkay Owingeh Pueblo	2,791	1.18%	1	0	1	3%
Santa Clara Pueblo	3,132	1.32%	1	0	1	3%
Taos County	27,304	11.52%	1	3	4	12%
Town of Taos	5,731	2.42%	1	1	2	6%
Santa Fe County	57,593	24.31%	1	4	5	15%
San Ildefonso Pueblo	672	0.28%	1	0	1	3%
Pojoaque Pueblo	367	0.15%	1	0	1	3%
Nambe Pueblo	365	0.15%	1	0	1	3%
Tesuque Pueblo	435	0.18%	1	0	1	3%
Santa Fe City	82,800	34.95%	1	5	6	18%
Town of Edgewood	3,777	1.59%	1	0	1	3%
Total	236,914	100%	14	20	34	100%

Total Members: 14
Total Voting Units: 34
Quorum Requirements: 8 Members and 18 Voting Units
Simple Majority Vote: 18 Voting Units and 8 members present
Two Thirds Vote: 23 Voting Units and 10 members present

[1] Population estimates were extracted from 2013 Annual Estimates of the United States Census Bureau.

[2] Voting Units are awarded in the following manner:

- All Members receive one (1) vote by virtue of being a Member.
Members receive one (1) additional vote for population between 5000 and 9,999;
an additional vote for population between 10,000 and 19,999;
an additional vote for population between 20,000 and 39,999;
an additional vote for population between 40,000 and 79,999;
an additional vote for population equal to or greater than 80,000.

2010 Census Update -Board approved April 13, 2012./Edgewood Member Add - Board approved September 7,2012./ Nambe Pueblo member add and Board approved 3/1/2013
Updated with addition of Town of Taos and City of Santa Fe annexation of portions of unincorporated Santa Fe County and Board Approved on 11/7/2014.



RESOLUTION 14-45

A RESOLUTION TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER OF THE DISTRICT AND TO PARTICIPATE IN THE AFFAIRS OF THE DISTRICT

WHEREAS, the purpose of the North Central Regional Transit District (the “District”) is to serve the residents within District boundaries by providing for the creation of the Regional Transit District; provide a choice of transportation alternatives for goods, services, jobs, and activities of the community; and finance, plan, construct, operate, maintain and promote a regional public transit system.

WHEREAS, the Legislature of the State of New Mexico has passed legislation and the Governor has signed into law, the “Regional Transit District Act;” and

WHEREAS, public transportation is a critical component of multimodal transportation systems; and

WHEREAS, statewide, multimodal transportation systems improve access to education and jobs and provide a foundation for New Mexico’s economic prosperity; and

WHEREAS, expanded public transit services help rural and urban New Mexico optimize available regional services; and

WHEREAS, a statewide connection of regional transit district would improve local and state connections; and

WHEREAS, regional public transit would enable increased federal investment in New Mexico; and

WHEREAS, multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health; and

WHEREAS, coordinated regional public transportation would help sustain New Mexico’s cultural diversity; and

WHEREAS, regional transit districts function to coordinate public transit services and connect all forms of existing and proposed transportation services provided by different levels of government and various jurisdictions, resulting in decreased operational costs to participating jurisdictions and improved and increased services to residents of those areas served; and

WHEREAS, improved public transportation services in New Mexico would extend the life of existing roads, highways, and regional transit services, and protect current and future investment in the region's transportation infrastructure, therefore:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF TAOS THAT:

Section 1. The Town of Taos shall join the North Central Regional Transit District as a voting member of the District, and participate in the affairs of the District by appointing a representative, and a designee to the Board of Directors.

Section 2. The Town of Taos approves and authorizes the Mayor to execute the Intergovernmental Agreement establishing the District, and any other relevant documents affecting the legal status of the District, and directs staff to actively work toward establishing funding for the said District in order to deliver ongoing regional public transportation services.

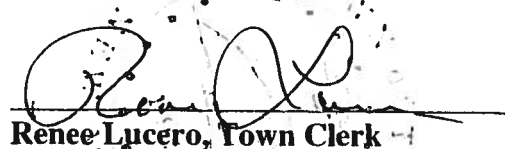
PASSED, APPROVED and ADOPTED, this 7th day of October 2014, at the Regular Meeting of the Town Council by the following vote:

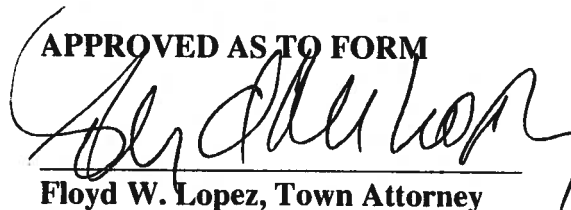
Mayor Pro Tem Frederick A. Peralta	<u>yes</u>
Councilmember Judith Y. Cantu	<u>absent during vote</u>
Councilmember George "Fritz" Hahn	<u>yes</u>
Councilmember Andrew T. Gonzales	<u>yes</u>

TOWN OF TAOS


Daniel R. Barrone, Mayor

ATTEST:


Renee Lucero, Town Clerk

APPROVED AS TO FORM

Floyd W. Lopez, Town Attorney

The newspapers of **New Mexico** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

County: Taos

Printed In: Taos News

Printed On: 2014/09/18

Legal No. 14,056.

TOWN OF TAOS

NOTICE OF PUBLIC HEARING

PUBLIC HEARING TO DISCUSS, CONSIDER AND TAKE ACTION ON PROPOSED RESOLUTION 14-45 TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER AND TO PARTICIPATE IN THE AFFAIRS OF THE DISTRICT.

NOTICE IS HEREBY GIVEN that on October 7, 2014, at 1:00 p.m., the Town of Taos Council, meeting in Special session at the Town Council Chambers, Coronado Hall, 120 Civic Plaza Drive, Taos, New Mexico, will consider adoption of the above referenced resolution.

This meeting will be a public hearing to consider the merits of the proposed resolution. Copies of the full text of the resolution are available for inspection and/or copying at the Office of the Town of Taos Clerk, Town Hall, 400 Camino de La Placita, Taos, New Mexico during normal office hours.

This notice is published pursuant to Section 73-25-4(C) NMSA and is authorized pursuant to Resolution 14-47, approved and adopted by the Town of Taos Council.

The Town of Taos is ADA compliant. If you are in need of assistance or accommodations such as a reader, amplifier, qualified language interpreter, or any other form of auxiliary aid or service to attend and/or participate in the public hearing, please contact the Town Clerk 48 hours before the public hearing at 575-751-2005 during regular business hours.

Persons wishing to submit written comments may do so by sending or delivering them to the Town Clerk to be received no later than the commencement of the public meeting. Persons wishing to comment orally may do so in person at the public hearing.

Renee Lucero, Town Clerk

(Legal No. 14,056;

Pub. Sep. 18, 2014).

Public Notice ID: 21750827

BASHAM & BASHAM, P.C.

MEMORANDUM

October 31, 2014

To: NCRTD Board
From: NCRTD Counsel, Peter A. Dwyer
NCRTD Executive Director, Anthony Mortillaro
Re: Execution of IGC

ISSUE: Revision and novation of the Intergovernmental Contract (“IGC”) between all initial and new members of the NCRTD.

EXECUTIVE SUMMARY:

The approval of new members is performed by the NCRTD Board utilizing the statutory requirements. In order to formalize and memorialize that action each Member needs to execute a copy of the IGC. Although Members may choose their own methods for approval of the revised IGC there is no authority which grants individual members the power to amend or decline to sign the IGC once the NCRTD Board has taken action. Failure to sign the IGC only creates doubts as to the membership and voting rights of the non-signing member and cannot alter the decision vis-à-vis the duly approved new member. The current, 2014, proposed agreement includes a “novation” of the contract which means it will correct any prior deficiencies where members have failed to execute or chosen not to execute prior amendments.

If a new member is added by a 2/3 majority vote of the NCRTD Board then the voting units will be re-tabulated based upon current census data to ensure that voting strengths of the members reflect their relative populations. As the NCRTD, its membership and their populations have changed the NCRTD has periodically changed Appendix B which sets forth the voting units of members based upon their populations. Due to annexations and additions of new members within the political boundaries of the old members, the voting units have changed and evolved over the course of time. In the past we have implemented Board approved changes notwithstanding the failure or in some cases refusal of members to execute the revised IGC. It would be preferable to have all members signatures on the current IGC so that there can be no question about the membership and voting rights of the NCRTD members. The NCRTD has no current plans to compel members to execute the revised IGC but would like to establish a clear record showing that the membership and voting rights of the parties are correct.

ANALYSIS:

The NCRTD was formed pursuant to State Statutes contained in the Regional Transit District Act, NMSA 1978, § 73-25-1 et seq. (hereinafter the "Act"). In addition to the Act there are the Intergovernmental Contract (the "IGC") and the "NCRTD Board of Director Bylaws" (the "Bylaws") which implement the Act. These three sources of authority are the "organic" laws and documents which form the foundation of the NCRTD. There is no law or authority which allows unilateral action by Members to alter Board decisions. There is a requirement that the district be created in the form of a contract. (NMSA 1978, Section 73-25-4) In the case of the NCRTD we have called that contract the "Intergovernmental Contract." That contract binds all 13 Members together into a single entity and resolves critical issues such as voting strength and the powers and authority of the NCRTD Board. There are provisions in the organic documents on how to add members. They are as follows:

THE ACT

The Act reads "After the creation of a district, a governmental unit adjacent to but not part of the district may join the district and determine the territorial area to become a part of that district. **A two-thirds affirmative vote by the board** shall be required before the governmental unit may join the district." NMSA 1978, Section 73-5-17¹. Clearly the statute does not address the case where a town within a county that is already part of the district joins the district. Nor does the law squarely address whether the 2/3 vote requirement is of all members, the members present, or of the voting units.

THE IGC

Article IX of the IGC is titled "Voting Requirements" and sheds some light on the process. Section 9.02 states that you need to have both a majority of the total number of members and a majority of the total number of voting units to have a quorum. Section 9.03 states that only a simple majority of the **voting units present** is required normally. Section 9.04 then states that "If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions: (a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;"² Section 11.02 appears to be the definitive section on this issue and states in pertinent part that "**An affirmative vote by two-thirds (2/3) of the voting units of the Board of Directors** shall be required before the governmental unity may join the District."

¹ Although this statute is entitled "Addition or withdrawal of territory by a district" it actually addresses membership not geographical areas and the addition of property is in fact addressed in Section 73-5-6 which also requires a 2/3 majority vote but expressly states a change to the IGC is not required to finalize that process.

² Again note that the cited statutes and sections actually apply to addition of members and in fact Section 11.02 of the IGC is entitled "Addition of Members."

The IGC also has a section that specifically calls out ex-officio (non-voting) membership. Section 6.02 (i) simply states that the “Board may add ex-officio members as needed. Because this section says “as needed” and does not require that the new member “join the district” I believe a **simple majority of members present** is required.

THE BYLAWS

Section 8.01 of the Bylaws is similar to the text of the Act and the IGC but is not exactly the same. The pertinent section on voting states “**A two-thirds (2/3) affirmative vote by the Board of Directors** shall be required before the governmental unit may join the District.” This section does not refer to the voting units.

CONCLUSION

In the past, the NCRTD Board has followed the steps required by state statute, the IGC itself and the Bylaws for the addition of new members and changes to voting units. The minutes of the meetings indicate that the votes were sufficient. This novation of the IGC is intended to confirm the membership and voting rights of all initial and new members.

**NORTH CENTRAL
REGIONAL TRANSIT DISTRICT**

**AMENDED
INTERGOVERNMENTAL
CONTRACT**

**APPROVED
BY
NCRTD BOARD**

_____, 201~~4~~³

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT**

By and among:

**TOWN OF EDGEWOOD
CITY OF ESPAÑOLA
COUNTY OF LOS ALAMOS
PUEBLO OF NAMBE
PUEBLO OF OHKAY OWINGEH
PUEBLO OF POJOAQUE
COUNTY OF RÍO ARRIBA
PUEBLO OF SAN ILDEFONSO
PUEBLO OF SANTA CLARA
CITY OF SANTA FE
COUNTY OF SANTA FE
COUNTY OF TAOS
TOWN OF TAOS
AND
PUEBLO OF TESUQUE**

Dated as of November 7th, 2014.

**Providing for the creation and operation of
the “North Central Regional Transit District” as a Regional Transit District
pursuant to the New Mexico Regional Transit District Act,
Chapter 73, Article 25, Sections 1-18, NMSA 1978 (2003)**

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NORTH CENTRAL REGIONAL TRANSIT DISTRICT INTERGOVERNMENTAL CONTRACT

THIS NORTH CENTRAL REGIONAL TRANSIT DISTRICT

INTERGOVERNMENTAL CONTRACT (hereinafter, this “Contract”) is entered into as of the date indicated on page 2 of this Contract by and among the **TOWN OF EDGEWOOD, CITY OF ESPAÑOLA, COUNTY OF LOS ALAMOS, PUEBLO OF NAMBÉ, PUEBLO OF OHKAY OWINGEH, PUEBLO OF POJOAQUE, COUNTY OF RÍO ARRIBA, PUEBLO OF SAN ILDEFONSO, PUEBLO OF SANTA CLARA, CITY OF SANTA FE, COUNTY OF SANTA FE, COUNTY OF TAOS, THE TOWN OF TAOS, AND PUEBLO OF TESUQUE.**

RECITALS

WHEREAS, pursuant to the Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978, (hereinafter the “Act”), New Mexico governmental units are authorized to establish, by contract, regional transit districts, which, upon the satisfaction of the conditions set forth in Article II hereof, are authorized to finance, construct, operate, maintain, and promote regional transit systems; and

WHEREAS, governmental units may contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the Initial Members were governmental units located in North Central New Mexico, which desire to form a regional transit district pursuant to the Act for the purpose of financing, Constructing, operating, maintaining, and promoting regional transit systems; and

WHEREAS, transit services promote independent living for the frail, the elderly, the disabled, and those without access to automobiles by providing essential links to a variety of medical, social, and other services, and the region recognizes the need to improve mobility options for this growing segment of the population; and

WHEREAS, the Initial Members began working together on the goal of forming a regional transit district in the Spring of 2003; and

WHEREAS, the Initial Members formed a working group in September 2003, which has met regularly to consider the interests of the Initial Members; and

WHEREAS, the working group has specified the terms of this Contract and other necessary documents based on comments received from and extensive discussions with the Governing Bodies of each of the Initial Members; and

WHEREAS, the Initial Members have duly voted for and approved the addition of new members whose Governmental Units are within the boundaries of the district; and

WHEREAS, new members have been added since the formation of the NCRTD in 2004 whose memberships and voting rights should be acknowledged and ratified by a novation of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Members along with the new members hereby agree to a novation of this Contract

thereby confirming and amending the membership and voting rights of all the members listed herein as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 73-25-3 of the Act:

"*Board*" means the board of directors of a district;

"*Bond*" means a revenue bond;

"*Combination*" means two or more governmental units that exercise joint authority;

"*Commission*" means the New Mexico state transportation commission;

"*Construct*", "*Constructing*", or "*Construction*" means the planning, designing, engineering, acquisition, installation, construction, or reconstruction of a regional transit system;

"*District*" means a regional transit district that is a political subdivision of the state created pursuant to the Act;

"*Governmental Unit*" means the state, a county or a municipality of the state, or an Indian nation, tribe or pueblo located within the boundaries of the state;

"*Regional Transit System*" means a property, improvement, or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van, or railcar; and

"*Revenues*" means tolls, fees, rates, charges, assessments, grants, contributions, or other income and revenues received by the district.

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"*Act*" is defined in the Recitals hereto.

"*Advisory Committee*" means two or more persons appointed by the Board, pursuant to Article VI, Section 3 hereof, for the purpose of providing advice to the Board and includes the Citizen Advisory Committee.

"*Boundaries*" means the boundaries of the District determined in accordance with Appendix A hereto, as such Appendix and term may be amended from time-to-time in accordance with Articles IX and XI hereof.

"*Citizen Advisory Committee*" means the special Advisory Committee described as such in Article III, Section 3 hereof.

"*Contract*" means this North Central Transit District Intergovernmental Contract, as amended from time to time in accordance with the terms hereof.

"*Director*" means any person appointed as a Director pursuant to Article 4 hereof.

Whenever the person appointed as a Member's Director pursuant to Article 4 hereof is absent from a Board meeting, the term "Director" shall mean the Official Designee, if any, appointed by such Member pursuant to Article 4 hereof.

“*Governing Body*” means, when used with respect to a Member, the city council, board of trustees, board of commissioners, pueblo council, or other legislative body, as appropriate, of such Member.

“*Initial Boundaries*” means the Boundaries of the District on the date the District is originally certified pursuant to Article II hereof, as such Initial Boundaries are determined in accordance with Appendix A hereto.

“*Initial Members*” means the initial signatories who become Members on the date on which the District is originally certified pursuant to Section 2 hereof.

“*Member*” means the Initial Members and any Governmental Unit that becomes a member of the District pursuant to Article XI hereof.

“*NCRTD*” is defined in the Recitals hereto.

“*Officer*” means the Chair, Vice Chair, Secretary, or Treasurer of the District, and any subordinate officer or agent appointed and designated as an officer of the District by the Board.

“*Official Designee*” means any person appointed as an official designee, pursuant to Article VII hereof.

“*Regional Transit Services*” means the transit services described in Appendix D.

ARTICLE II

NAME AND PURPOSE OF THE DISTRICT AND THE REGIONAL TRANSIT SYSTEMS TO BE PROVIDED

Section 2.01. Name. The name of this transit district is the North Central Regional Transit District (hereinafter, “the District”).

Section 2.02. Purpose. The purpose of the District, being a multimodal public transit district formed pursuant to the Act, recognizes as its purpose to finance, Construct, operate, maintain, and promote an efficient, sustainable, and regional multi-modal transportation system at any location or locations, subject to compliance with the Act.

Section 2.03. Members. Membership in the District is open to Governmental Units within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties. Members may be added or deleted pursuant to Section 73-25-17 of the Act and Article XI hereof.

Section 2.04. Establishment. The North Central Regional Transit District shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members, effective upon satisfaction of the following conditions:

- (a) Each Initial Member **and new member** has held at least one public hearing on the subject of this Contract in accordance with Section 73-25-4 of the Act including relevant attention to requirements for public notice; and
- (b) Each Initial Member has executed the original Contract.

Section 2.05. Regional Transit Systems to Be Provided.

The NCRTD will provide, but not be limited to, the type of regional transit services described in Appendix D, “Regional Transit Mobility Concept for the North Central Regional Transit District.”

Section 2.06. Specific Responsibilities. In addition to the general powers described in Article V hereof, the District shall have the responsibilities described in this Section and shall

have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the District described in Article V hereof.

- (a) **Regional Transit Planning.** The District shall work in coordination with the New Mexico Department of Transportation (NMDOT), Regional Planning Organizations (RPOs), and Metropolitan Planning Organizations (MPOs) to provide regional transit planning services needed to plan and direct the Regional Transit Services of the District, to pursue state and federal funding, and to coordinate overall transportation policy within the area in which it provides Regional Transit Services.
- (b) **Regional Transit Services.** The District shall use its best efforts to provide the Regional Transit Services described in Appendix D hereto.
- (c) **Contract Transit Services.** The District may enter into contracts with any Member or other Person for the provision of transit services in the manner and subject to the terms of such contracts.
- (d) **Local Service.** The District may fund Regional Transit Services that serve the residents and businesses of a Member (as distinguished from regional services) but, except as otherwise specifically provided herein, only pursuant to an agreement in which such Member pays the District for the services provided on the same fully allocated cost basis used to determine costs of District services throughout the District's service area.

ARTICLE III BOUNDARIES

Section 3.01. Original Boundaries. Membership in transit districts is open to Governmental Units, which means the State, a County or Municipality of the State, or an Indian Nation, Tribe, or Pueblo located within the boundaries of the State. The North Central Regional Transit District may include any Governmental Unit within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties, as described in Appendix A.

Section 3.02. Amendments to Boundaries. The original boundaries of the NCRTD may be amended according to the process described in Article XI of this Contract.

ARTICLE IV CONTRACT

Section 4.01. Effective Date. The term of ~~this the original~~ Contract ~~shall begin~~ when the New Mexico State Transportation Commission ~~has~~ certified the creation of the District.

Section 4.02. Termination. The term of this Contract shall end when all the current Members agree in writing to terminate this Contract; provided, however, that this Contract may not be terminated so long as the District has any Bonds outstanding.

Section 4.03. Amendments. Any amendment to the Contract shall be made only by the execution in writing of each of the governmental units that entered into the Contract.

Section 4.04. Parties of Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any Person other than the Members any right, remedy or claim

under or by reason of this Contract; this Contract being intended for the sole and exclusive benefit of the Members.

Section 4.05. No Personal Liability. No covenant or agreement contained in this Contract or any resolution or Bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 4.06. Tort Claims. In accordance with the requirements and limitations of liability set forth in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27, the District shall cover every risk for which immunity has been waived under the provisions of the Tort Claims Act.

Section 4.07. Notices. Except as otherwise provided in this Contract, all notices, certificates, requests, requisitions, or other communications by the District, any Member, any Director, any Official Designee, any Officer, or any member of a Committee to any other such person pursuant to this Contract shall be in writing; shall be sufficiently given, and shall be deemed given when actually received:

- (a) In the case of the District and Officers of the District, at the last address designated by the District for such purpose; and
- (b) In the case of such other persons, at the last address specified by them in writing to the Secretary of the District.

Unless a certain number of days is specified, notice shall be given within a reasonable period of time.

Section 4.08. Assignment. None of the rights, benefits, duties, or obligations of any Member may be assigned or delegated without the express written consent of all the Members.

Section 4.09. Severability. If any clause, provision, subsection, Section, or Article of this Contract shall be held to be invalid, illegal, or unenforceable for any reason, the invalidity, illegality, or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 4.10. Interpretation. Subject only to the express limitations set forth herein, this Contract shall be liberally construed:

- (a) To permit the District and the Members to exercise all powers that may be exercised by a regional transit district pursuant to the Act and by a separate legal entity created by a contract among the Members;
- (b) To permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Contract pursuant to the Act and other applicable law; and
- (c) To permit the Board to exercise all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members.

In the event of any conflict between the Act or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Contract shall govern.

Section 4.11. Governing Law. The laws of the State of New Mexico shall govern the development and enforcement of this Contract.

Section 4.12. Counterparts. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

ARTICLE V

POWERS OF THE DISTRICT

Section 5.01. Powers of the District. A district is a body politic and corporate. In addition to other powers granted to the district pursuant to the Regional Transit District Act [73-25 NMSA 1978], the district may:

- (a) Have perpetual existence, except as otherwise provided in the contract;
- (b) Finance, construct, operate, maintain, or promote regional transit systems within the boundaries of the district;
- (c) Enter into contracts and agreements affecting the affairs of the district;
- (d) Establish, collect, and increase or decrease fees, tolls, rates, or charges for the use of property of a regional transit system financed, constructed, operated, maintained, or promoted by the district; except that fees, tolls, rates, or charges imposed for the use of a regional transit system shall be fixed and adjusted to pay for bonds issued by the district;
- (e) Pledge all or a portion of the revenues to the payment of bonds of the district;
- (f) Provide transit services outside the boundaries of the district.
- (g) Purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and interest therein, including easements and rights of way;
- (h) Accept real or personal property for the use of the district and accept gifts and conveyances upon the terms and conditions as the board may approve;
- (i) Use the streets, highways, rail rights-of-way, and other public ways and, with permission of the owner, to relocate or alter the construction of streets, highways, rail rights-of-way, other public ways, electric and telephone lines and properties, pipelines, conduits, and other properties, whether publicly or privately owned, if deemed necessary by the district in the construction, reconstruction, repair, maintenance, and operation of the system. Any damage that may occur to the property shall be borne by the district; and
- (j) Sue and be sued;

Section 5.02. Limitations on Powers of the District. The District shall be limited as follows:

- (a) The district may only finance, construct, operate, maintain, or promote Regional Transit Systems;
- (b) Advisory Committees may only be appointed and may only exercise the powers as provided in Article III hereof;
- (c) A notice of the imposition of or any change in any fee or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Transportation Commission in accordance with the Act.

ARTICLE VI

BOARD OF DIRECTORS

Section 6.01. Establishment and Powers. The District shall be governed by a Board of Directors (hereinafter, the "Board") as described in Section 73-25-5 of the Act. The Board shall

exercise and perform all powers, privileges and duties vested in or imposed upon the District. Subject to the exceptions in the Act, the Board may delegate any of its powers to an Officer or agent of the Board.

Section 6.02. Powers of the Board. The Board shall, subject to the limitations set forth herein and relevant State law, have all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and all powers that may be exercised by the governing body of a separate legal entity created by a contract among the Members. Such powers shall include, but shall not be limited to:

- (a) Adopt Bylaws;
- (b) Fix the time and place of meetings and the method of notice of the meetings;
- (c) Make and pass orders and resolutions necessary for the government and management of the affairs of the District and the execution of the powers vested in the District;
- (d) Appoint, hire, or retain an Executive Director;
- (e) Maintain offices at a place the Board may designate;
- (f) Prescribe financial and procurement policies and procedures in accordance with relevant State and Federal laws and policies;
- (g) Adopt other policies as may be deemed necessary for the functioning of the District; and
- (h) Appoint advisory committees and define the duties of the committees.
- (i) Board may add ex-officio members as needed.

Section 6.03. Advisory Committees. The Board may appoint and maintain a Citizen Advisory Committee to advise the Board with respect to policy and service matters. The Board may also appoint other Advisory Committees to advise the Board. The members of the Citizen Advisory Committee shall not be Directors, Official Designees, or employees of the District. The members of Advisory Committees other than the Citizen Advisory Committee may include Directors, Official Designees, and Officers of the District. Advisory Committees shall not be authorized to exercise any power of the Board.

Section 6.04. Bylaws and Rules. The Board, acting by resolution adopted as provided in Article IX hereof, may adopt bylaws or rules governing the activities of the District and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing.

Section 6.05. Budget. The Board shall approve an annual budget pursuant to the legal requirement to submit an annual budget to the State.

ARTICLE VII DIRECTORS

Section 7.01. Appointment of Directors and Official Designees. Pursuant to Section 73-25-5 of the Act, the Board shall be composed of one (1) Director from each Member of the District. A Director shall be an elected official, Official Designee or Tribal Council Member. The Director or Official Designee (if any) shall be nominated by the chief elected official of the Member and approved by the Governing Body of the Member.

Section 7.02. Terms of Office. The term of office of each Director and Official Designee shall commence with the first meeting of the Board following his or her appointment and shall continue until removed by the appointing Member, or until she or he no longer holds

elective office in the Governing Body of the appointing Member, or until she or he submits a written resignation to the Chair. Directors shall not serve a term longer than four (4) years unless re-appointed by their Member governing body.

Section 7.03. Resignation and Removal. Any Director or Official Designee may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 7.04. Vacancies. Vacancies in the office of any Director or Official Designee shall be filled in the same manner in which the vacant office was originally filled.

Section 7.05. Compensation. Directors and Official Designees shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board, pursuant to State law.

ARTICLE VIII OFFICERS

Section 8.01. Identification. The Board shall elect or appoint a Chair, a Vice Chair, a Secretary, and a Treasurer.

Section 8.02. Appointment. The currently elected Board shall elect Officers by simple majority vote after canvassing each member as to his or her interest in service, time availability, and qualifications. The Officers shall be Directors. All Officers of the District shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article.

Section 8.03. Term of Office. Each Officer shall serve until the end of their term or until a successor is elected or appointed or the Officer is lawfully removed pursuant to State law, this Contract, or the Bylaws. Officers may serve unlimited terms.

Section 8.04. Resignation. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning.

Section 8.05. Removal of Officers. Any Officer of the Board may be removed at any time by a two-thirds majority vote of the voting units of the Board.

Section 8.06. Vacancies. Vacancies in the office of any Officer shall be filled in the same manner in which such office was originally filled.

Section 8.07. Chair. The Chair shall:

- (a) Have the power to call meetings of the Board and to preside over such meetings;
- (b) Have the power to execute, deliver, acknowledge, file, and record on behalf of the District such documents as may be required by the Act or other applicable law;
- (c) Have the power to execute and deliver contracts, deeds, and other instruments and agreements on behalf of the District as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board;
- (d) Have such additional authority, powers, and duties as are appropriate and customary for the office of the Chair of the board of directors of entities such as the District, and as the Board may otherwise prescribe.

Section 8.08. Vice Chair. The Vice Chair shall:

- (a) Be the Officer next in seniority after the Chair and, upon the death, absence, or disability of the Chair, shall have the authority, powers, and duties of the Chair;
- (b) Have such additional authority, powers, and duties as are prescribed by the Board.

Section 8.09. Secretary. If a Treasurer has not been elected or appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer. The Secretary shall:

- (a) Designate a staff member who will assist in carrying out the work of the Secretary, under the day-to-day supervision of the Executive Director but with responsibility lying with the Secretary;
- (b) Give, or cause to be given, notice of all meetings (including special meetings) of the Board;
- (c) Keep written minutes of such meetings;
- (d) Be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns);
- (e) Have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the District, and as the Board may otherwise prescribe.

Section 8.10. Treasurer. The Treasurer shall, subject to rules and procedures established by the Board:

- (a) Designate a staff member who will assist in carrying out the work of the Treasurer, under the day-to-day supervision of the Executive Director but with responsibility lying with the Treasurer;
- (b) Be responsible for the custody of the funds and all stocks, bonds, and other securities owned by the District;
- (c) Be responsible for the preparation and filing of all tax returns, if any, required to be filed by the District;
- (d) Receive all moneys paid to the District and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, and endorse checks and warrants in the District's name and on the District's behalf, and to give full discharge for the same;
- (e) Sign checks and warrants, but must secure the signature of either the Executive Director or one other Board Officer. In the absence of the Executive Director, a second Officer may sign;
- (f) Have charge of disbursement of the funds of the District, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board;
- (g) Deposit and invest all funds of the District in accordance with the laws of the State applying to the deposit and investment of funds of regional transit districts formed under the Act;
- (h) Have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the District, and as the Board may otherwise prescribe.

Section 8.11. Executive Director. The Board shall appoint an Executive Director who shall be the chief executive officer of the District, shall supervise the activities of the District, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers, or duties as may be prescribed by the Board. The Executive Director shall, subject to rules and procedures established by the Board:

- (a) Sign contracts or agreements with vendors or service providers that are necessary to carry out the purposes of the District, provided, however, that they involve less than \$100,000, and are included in a duly approved budget. Expenses over \$100,000 shall be approved by the Board and signed by the appropriate Officers;
- (b) Appoint, hire, and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers, and other consultants as approved through the budget process;
- (c) Dispose of assets of the District, provided, however, that the assets are no longer useful to the District and have a nominal market value;
- (d) Sign contracts or agreements specifically approved by the Board.

Section 8.12. Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit, or modify the authority, powers and duties of any Officer pursuant to the Act.

ARTICLE IX VOTING REQUIREMENTS

Section 9.01. Voting Strength of Members. Each Member of the District shall have a voting strength as determined by the Voting Strength Analysis, Appendix B.

Section 9.02. Quorum. The presence of Directors representing a majority of the Members and a majority of the total number of voting units shall be necessary to constitute a quorum for the transaction of business.

Section 9.03. Simple Majority Vote. If a quorum is present, action by simple majority of voting units present and eligible to vote shall be the act of the Board, unless the act of a greater number is required by the Bylaws, the Contract, or applicable law.

Section 9.04. Two-Thirds Vote. If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions:

- (a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws, Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;
- (b) Removal of Officers from the Board, pursuant to Article 10 of the Bylaws and Article VIII of this Contract;
- (c) Amendment of the Bylaws, pursuant to Section 15 of the Bylaws.
- (d) Amendments to this Contract, pursuant to Article IV of this Contract.

Section 9.05. Budget. The annual budget shall be passed by a simple majority of voting units.

ARTICLE X ASSETS

Section 10.01. Acquisition of Assets. The District may acquire assets on its own authority or through contract with Members of the District. Assets contributed by each Member shall be so noted.

Section 10.02. Disposition of Assets. The District may dispose of assets that are surplus, at the end of their useful life, or are no longer needed by the District, pursuant to State and Federal regulations.

Distribution of Assets Upon Termination. Upon termination of this Contract, pursuant to Article IV hereof, the net assets of the District shall be distributed to the parties with a financial interest in the assets and in proportion to their contribution to the purchase of the asset. Where the District itself has a financial interest in the asset, its current value will be divided equally among the Members of the District at the time of its termination.

ARTICLE XI

ADDING OR WITHDRAWING TERRITORY

Section 11.01. Initial Members. The Initial Members shall be the initial signatories whose participation in the District is described in Articles II and III, and Appendix A hereof.

11.02 Addition of Members. After the creation of the District, a Governmental Unit adjacent to or contained within a Governmental Unit adjacent to, but not part of, the District may join the District as a Member

11.03 Inclusion or Exclusion of Property. The Board may include or exclude property from the boundaries of the District, pursuant to Section 73-25-6 and Section 73-25-17 of the Act.

11.04 Withdrawal of Members. A Member of the District may withdraw from the District by adopting a resolution to withdraw. The Member shall withdraw its representative from the Board of Directors. Real

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

TOWN OF EDGEWOOD

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____**

CITY OF ESPANOLA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

COUNTY OF LOS ALAMOS

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

PUEBLO OF NAMBE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

PUEBLO OF OHKAY OWINGEH

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

PUEBLO OF POJOAQUE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

COUNTY OF RÍO ARRIBA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

PUEBLO OF SAN ILDEFONSO

Name _____

Title _____

Signature _____

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To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

PUEBLO OF SANTA CLARA

Name _____

Title _____

Signature _____

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To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

CITY OF SANTA FE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

COUNTY OF SANTA FE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

COUNTY OF TAOS

Name _____

Title _____

Signature _____

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To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT

Dated as of _____

TOWN OF TAOS

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT**

Dated as of _____

PUEBLO OF TESUQUE

Name _____

Title _____

Signature _____



November 12, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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No Attachments Available



November 12, 2014

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

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