



AGENDA
September 14, 2010
Regular Meeting
Town Council Chambers - 120 Civic Plaza Drive
1:30 PM

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

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- A. August 10, 2010 Regular Meeting Minutes
- B. August 19, 2010 Workshop Meeting Minutes
- C. August 24, 2010 Regular Meeting Minutes
- D. September 3, 2010 Special Meeting Minutes

6. AWARDS AND RECOGNITIONS

- A. Presentation of Certificates of Appreciation
Mayor Cordova will present Certificates of Appreciation to Officer David Weaver and Officer Lloyd Garcia for their professionalism, hard work and dedication.
- B. Presentation of Proclamation for Taos Pueblo- Return of Blue Lake Commemoration Days
Mayor Cordova will present a proclamation declaring September 17 and 18, 2010 as "Taos Pueblo Return of Blue Lake Commemoration Days".
- C. Recognition of Volunteers of the 53rd Annual New Mexico Municipal League Annual Conference
In recognition of the outstanding efforts of the volunteers in making the New Mexico Municipal League 53rd Annual Conference such a

success; the Mayor and Council wishes to recognize the individuals and volunteers.

****Break for a brief reception honoring the volunteers.***

7. CITIZENS FORUM

The items in the Consent Agenda below have been reviewed and discussed in detail by the Mayor and Town Manager and they agree to place these items on the Consent Agenda for the purpose of voting on all items with one vote.

8. CONSENT AGENDA

A. **Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)**

Authorization and approval to accept Grant Agreement No. 11-1241 from the State of New Mexico Children, Youth and Families Department in the amount of \$131,000 to provide cost effective services and temporary, non-secure alternatives to detention in the Town of Taos for those youth who have been arrested or referred to juvenile probation and parole or are at risk of such referral. The Town of Taos acts as the fiscal agent for the Taos County Juvenile Justice Program.

B. **Mark G. Fratrack, Airport Manager**

Authorization and approval to enter into a Professional Services Agreement with Armstrong Consultants, Inc (Airport Engineer Firm), Contract TT-11-115, with a term for four one-year periods.

C. **Rick Anglada, Chief of Police**

Consideration and approval of Contract # TT-11-119 to enter into a 48 month lease with Xerox at \$449.26 per month for the Police Department. The lease includes 7,000 copies per month; excess copies will be billed separately at \$.0085 per copy. State Contract #90-00086. Line Item # 11-14-43001 - Supplies; Line item # 11-14-43005 - Rentals.

D. **Rick Anglada, Chief of Police**

Consideration and approval of Contract TT-11-116 for confinement of prisoners at the Taos County Detention Center. The agreement is for a term of one year from July 1, 2010 to July 1, 2011. The Town of Taos, under the agreement, shall pay Taos County the total amount of \$100 per prisoner per day; Line Item # 25-14-44005.

9. PUBLIC HEARINGS

A. **Allen Ferguson, Town Attorney**

Consideration and approval of proposed amendments to Sign Code Ordinance 10-17, ***continued from July 23, 2010 and August 24, 2010 Town Council Meetings.***

10. MATTERS FROM STAFF

A. **Amos Torres, Public Utilities Director**

Consideration and approval of Contract TT-11-123 to Advantage

Asphalt & Seal Coating, LLC in the amount of \$558,842 plus NMGR (7.125%) for a total contract price of \$598,659.49. The contract is for the construction of a water and sewer line on Este Es Road from NM 68 to Maestas Road. Advantage Asphalt & Seal Coating was the low bidder for Bid # 10-11-01. Bids were opened publicly on September 7, 2010.

B. Cathy Connelly, Public Relations Director

Update and overview from the special committee focused on the commemoration of the 40th Anniversary of the Return of Blue Lake to Taos Pueblo. Linda Yardley, Chair. Dates are September 17 and 18, 2010.

C. Cathy Connelly, Public Relations Director

Update by Cathy Connelly, Public Relations Director, on two new community/tourism initiatives - the Taos Master Calendar, www.TaosSacredPlaces.com/calendar, and the Historic District Shopping map. Part of this review is to continue with community outreach for everyone to take advantage of these new, free services.

D. Marietta Fambro, Finance Director

Approval of the Annual Operating Budget for FY 2010-2011 by Department of Finance and Administration (DFA) and to be made a part of the minutes of the governing body with adjustments by DFA to the Fire Protection Fund and the Law Enforcement Protection Fund as noted in the attachment.

E. Matthew Spriggs, Community and Economic Development Director

Update regarding the Artspace project and the pending Pre-Development Services contract with Artspace for the construction of an Artspace affordable live/work building in Taos.

F. Marietta Fambro, Finance Director

Consideration and approval of Resolution 10-50 Budget Adjustment Request: 1) Water Rights Fund (64) - Decrease unreserved fund balance and increase interfund transfer out to Fund 81 in the amount of \$132,323 to cover balance for a total construction amount of the Water only portion of Este Es Infrastructure improvements. 2) Utility Improvements Fund (81) Increase interfund transfer in from Fund 64 and Capital Outlay expenditures for the Este Es Infrastructure project (81-new) to cover the balance needed for the Water only portion of this project.

11. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

12. ADJOURNMENT

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

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- *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.*



September 14, 2010

Title:

August 10, 2010 Regular Meeting Minutes

Summary:

Background:

Attachments:

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 [Minutes](#)

APPROVALS:

Date/Time:

9/7/2010 11:33 AM

Approval:

Approved

Department:

Town Clerk



MINUTES
August 10, 2010
Regular Meeting
Town Council Chambers - 120 Civic Plaza Drive
1:30 PM

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

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

2. ROLL CALL

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

Those present were:

Mayor, Darren M. Cordova
Mayor Pro Tem, Rudy C. Abeyta
Councilmember, A. Eugene Sanchez
Councilmember, Amy J. Quintana
Councilmember, Michael A. Silva

Also present were:

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

3. PLEDGE OF ALLEGIANCE

Councilmember Silva led the audience in the pledge of allegiance.

4. APPROVAL OF AGENDA

Councilmember Silva made a motion to approve the Agenda as presented. Councilmember Quintana seconded the motion. The motion carried unanimously.

5. APPROVAL OF MINUTES

A. July 13, 2010 Regular Meeting Minutes

Mayor Pro Tem Abeyta made a motion to approve the Minutes of July 13, 2010 as presented. Councilmember Silva seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

B. July 23, 2010 Special Meeting Minutes

Councilmember Silva made a motion to approve the Minutes of July 23, 2010 as presented. Mayor Pro Tem Abeyta seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

6. AWARDS AND RECOGNITIONS

A. Loretta Trujillo, Human Resources Director

New Hires (August 2010 - to date)

08/02/2010 Joseph R. Maestas - Project Manager, Public Works and Public Utilities Departments - Full-time position (FTE)

08/02/2010 Jerry Hogrefe - Police Officer, Police Department- Full-time position (FTE)

B. Loretta Trujillo, Human Resources Director with Judge Chavez

Alternate Judge Jim Fambro administered the Oath of Office to Officer Jerry Hogrefe, Town of Taos Police Department.

C. Presentation of Certificates

Mayor Cordova presented certificates to individuals and groups who contributed to the success of the 2010 Fiestas de Taos as follows:

Police Department

Buildings and Grounds (Buildings, Parks, Facilities Maintenance, Code Enforcement)

Public Works

Public Utilities

Fiesta Council

Transportation Department

Convention Center Team

Town Float Committee: Ed Ramsey, Amy Seidel, Cyndee Perez, Clarice Trujillo, Lauren Felts, Shirley Fernandez, Judy Esquibel, Eddie Medina, Anthony Perez.

7. CITIZENS FORUM

A. Taos Summer Youth Program

Patsy Alaniz and Debbie Friday Jagers reported on the 2010 Taos Youth Summer Camp. They thanked the Town of Taos for their support of the

program and presented a slide show highlighting the activities of the summer camp.

Mayor Cordova thanked Ms. Alaniz and Ms. Friday Jagers for their devotion to the youth of Taos. He stated programs such as this offer children activities and keeps them off the streets and away from gangs.

B. Taos Summer Mural Program

Lorrie Bortner stated the mural at the Taos Youth and Family Center is almost complete and thanked the Town of Taos for supporting this venture. She stated the youth who participated in the program learned about the culture and history of Taos and instituted their knowledge into the mural.

8. CONSENT AGENDA

A. Francisco "French" Espinoza, Public Works Director

Consideration and approval of Resolution 10-47; Application for funding to New Mexico Department of Transportation for the engineering, planning and design of an enhancement project along Paseo del Pueblo Norte, from State Roads 64/68 junction north to Camino de la Placita and State Road 64 junction.

B. Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

Consideration and approval of Resolution 10-41 to re-adopt the Fair Housing Plan in accordance with the Fair Housing Act. This Resolution will replace Resolution 09-19. According to the requirements by the New Mexico Department of Finance Administration Local Government Division, CDBG recipients must re-adopt the Fair Housing Resolution annually.

C. Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

Consideration and approval of Resolution 10-42 to re-adopt the Citizen Participation Plan. This Resolution will replace Resolution 09-34. The Town of Taos is required to annually adopt a Citizen Participation Plan by resolution in accordance with the 1987 revisions to the Housing, Community Development Act and Community Development Block Grant. The Citizen Participation Plan encourages citizen 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 CDBG funds and other funds.

D. Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

Consideration and approval of Resolution 10-43 to re-adopt the Residential Anti-Displacement and Relocation Assistance Plan and Certification in accordance with Section 104 (d) of the Housing and Community Development Act of 1974, as amended. This Resolution will replace Resolution 09-36. The Town of Taos is required to adopt the Anti-Displacement and Relocation Plan by resolution

1 annually in accordance with CDBG regulations whether or not the Town
2 of Taos is undertaking relocation activities.

3
4 E. Marietta Fambro, Finance Director (with Miranda Quintana, Grants
5 Administrator)

6 Consideration and approval of Resolution 10-45 to re-adopt the Section
7 3 Plan in accordance with the Housing and Urban Development Act of
8 1968. This Resolution will replace Resolution 09-35. The Town of Taos
9 is required to adopt a Section 3 Plan by resolution annually for
10 Community Development Block Grants. This plan outlines the hiring
11 practices of the Town of Taos.

12 F. Marietta Fambro, Finance Director (with Miranda Quintana, Grants
13 Administrator)

14 Consideration and approval of Resolution 10-44 to re-adopt the
15 Procurement Policy for Community Development Block Grant (CDBG)
16 Projects. This resolution will replace Resolution 09-21. In accordance
17 with CDBG regulations the Town must adopt a procurement policy by
18 resolution to apply for and administer CDBG Projects.

19 **Remove Items 8.B., 8.E., and 8.F. for discussion.**

20 **Councilmember Quintana made a motion to approve the Consent Agenda**
21 **as amended. Councilmember Silva seconded the motion. The motion was**
22 **approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem**
23 **Abeyta, and Councilmembers Sanchez, Quintana and Silva.**

24 **Item 8.B. - Miranda Quintana, Grants Administrator, stated she replaced the**
25 **Resolution in the Council's packets with a new Resolution which is simplified**
26 **and was provided by the state.**

27
28 **Councilmember Sanchez made a motion to approve Resolution 10-41.**
29 **Councilmember Silva seconded the motion. The motion was approved by**
30 **an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and**
31 **Councilmembers Sanchez, Quintana and Silva.**

32 **Item 8.E. - Ms. Quintana stated she replaced the Resolution in the Council's**
33 **with a new version which includes charts which were not in the previous**
34 **resolution.**

35 **Councilmember Sanchez made a motion to approve Resolution 10-45.**
36 **Councilmember Quintana seconded the motion. The motion was approved**
37 **by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta,**
38 **and Councilmembers Sanchez, Quintana and Silva.**

39
40 **Item 8.F. - Ms. Quintana again stated she replaced the Resolution in the**
41 **Council's packets due to changes made by staff throughout the Resolution.**

42 **Councilmember Sanchez made a motion to approve Resolution 10-44.**
43 **Councilmember Quintana seconded the motion. The motion was approved**
44 **by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta,**

and Councilmembers Sanchez, Quintana and Silva.

9. PUBLIC HEARINGS

A. Renee Lucero, Town Clerk

Consideration and approval of Transfer of Ownership of Liquor License Application No. 638042 for Taos Restaurant Properties, LLC dba The Gorge Bar and Grill located at 103 E. Taos Plaza.

Renee Lucero, Town Clerk, presented the liquor license application to the Mayor and Council and stated all publication requirements were met as required by the Alcohol and Gambling Division.

Keither Roessler, owner of the Gorge Bar and Grill, thanked the Town of Taos for assisting him through the process of renovating the building. Mayor Cordova thanked Mr. Roessler for investing in the community.

Public Opinion

Mayor Cordova opened the public hearing. **No one came forward.**

After closing the public hearing, Mayor Cordova asked for questions from the Council.

Councilmember Quintana made a motion to approve the transfer of ownership of Liquor License Application No. 638042 for Taos Restaurant Properties, LLC dba The Gorge Bar and Grill. Councilmember Silva seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

B. Renee Lucero, Town Clerk

Consideration and approval of new Restaurant Beer & Wine Liquor License Application No. 637580 for Rellenos Cafe, Inc. dba Sabor by Antonio's located at 108-A South Plaza.

Ms. Lucero presented the liquor license application to the Mayor and Council and stated all publication requirements were met as required by the Alcohol and Gaming Division.

Antonio Matus-Guerrero, owner of Sabor by Antonio's, thanked the Mayor and Council for their support.

Public Opinion

Mayor Cordova opened the public hearing.

Steve Fuhlendorf, Chamber of Commerce Executive Director, stated Mr. Matus-Guerrero and his wife have been associated with the Chamber of Commerce for a number of years and operate a great business. He stated the Chamber of Commerce fully endorses the Beer & Wine License application.

After closing the public hearing, Mayor Cordova asked for questions from the Council.

Mayor Pro Tem Abeyta made a motion to approve the new Restaurant Beer & Wine Liquor License Application No. 637580 for Rellenos Cafe, Inc. dba Sabor by Antonio's. Councilmember Silva seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

C. Daniel Miera, Town Manager

Consideration and approval of Ordinance 10-19; Adopting a Municipal Gross Receipts Tax imposing on any person engaging in business in this municipality an excise tax equal to one-fourth of one percent (.25) of the gross receipts reported or required to be reported. The dedication for this tax increase is for: Public Safety – including but not limited to: expenditures relating to operations and services, including maintenance, replacement, and expansion; equipment; infrastructure; and other elements that contribute to the preservation and enhancement of public safety. Economic Development – including but not limited to: expenditures relating to operations and services, including maintenance, replacement, and expansion; programming; marketing/advertising; infrastructure; and other elements that contribute to the preservation and enhancement of economic development.

Daniel Miera, Town Manager, presented Ordinance 10-19 to the Mayor and Council and clarified the last Municipal Gross Receipts Tax (GRT) was enacted in January of 1985. He also stated the effect on consumers, excluding food and medical purchases, will be an additional 2.5 cents on a \$10 purchase or .25 cents on a \$100 purchase. Furthermore, Mr. Miera stated of the current 8.1875% GRT, the Town's portion is 1.5625%; the State's portion is 5.125% and the County's portion is 1.5%.

According to a hand out distributed by Mr. Miera, the proposed tax increment will be earmarked for two purposes - public safety and community enrichment. Examples of how the funds will be allocated are improvements to the Mary Medina Building to relocate the Police Department; IT upgrades for Central Dispatch operations; improvements to efficiencies in the deployment of resources by adding a GPS tracking device to Town vehicles; constructing a training center for fire protection, diversifying our local economy and marketing and advertising Taos as a sports and educational destination.

Mayor Cordova stated as the Mayor his responsibility is to ensure the safety and welfare of the citizens of Taos and a tax increase is the last thing any one wants. He explained funding at the state level is diminishing due to the troubled economy and without additional funding the Town's goals are just a wish list. He stated the GRT increase will not be used to subsidize the Town's budget as the Town currently provides many services (such as the Public Library, the Youth & Family Center and Transportation services) without placing an additional burden on the taxpayers. However, the increase in GRT is necessary in order to accomplish the additional goals to move the Town forward progressively.

Councilmember Sanchez stated Town's budget will address the current needs of

1 the Town; however, more funding is needed in order to move Taos forward. He
2 further stated he studied the increase diligently and believes Taos cannot move
3 forward without the GRT increase.
4

5 Councilmember Silva stated a good quality of life does not come cheap. He
6 assured the citizens that the Mayor and Council are good stewards of taxpayers
7 dollars.
8

9 *Public Opinion*

10 Mayor Cordova opened the public hearing.

11 - Jerome Lucero is against the tax increase and believes the Town can only
12 pass the increase in increments of 1/8 of one percent. Mayor Cordova asked
13 Allen Ferguson, Town Attorney, to research whether the Town must pass in
14 increments of 1/8 of 1%.
15

16 - Linda Bence was sworn in and is against the tax increase. She stated Taos
17 has the third highest GRT in the state and believes the public should vote on the
18 increase.
19

20 - David Rael was sworn in and is against the tax increase. He stated he owns a
21 business and consumers already complain about the high tax rate.
22

23 - Jeff Northrup was sworn in and is against the tax increase. He stated there
24 has been improper use of funds in the Town of Taos.
25

26 - Ron Usherwood was sworn in and supports the tax increase and believes tax
27 payers should help pay for their needs; however, the Taos Center for the Arts is
28 in dire need of assistance and he asked that the Town take that into
29 consideration when allocating the funds.
30

31 - Robin McClean - was sworn in and is against the tax increase and believes
32 there needs to be more fairness in taxation.
33

34 - Steve Fuhlendorf, Executive Director of the Taos County Chamber of
35 Commerce, was sworn in and understands the tax increase and pointed out that
36 every business is suffering in the Town due to the troubled economy. Mr.
37 Fuhlendorf further read a resolution from the Chamber of Commerce for the
38 record encouraging the Council to consider further studies before enacting the
39 tax increase.
40

41 Mayor Cordova clarified that the Town has made extensive cutbacks to the
42 budget in an effort to address the declining budget.
43

44 - Georgia Page was sworn in and is against the tax increase. She stated the
45 Town needs to address the imposition of impact fees.

Mr. Miera stated the Town of Taos has considered all cuts; however, in order for
the Town of Taos to move forward it will be necessary to continue cutting the
budget as well as increase the GRT.

After closing the public hearing, Mayor Cordova asked for questions from the Council.

Councilmember Silva stated the Town intends to train the employees to make them more efficient and he believes the Town can operate with less employees. He also stated the Town plans to diversify the economic base and marketing strategies and reinvest in the local economy.

Mayor Cordova stated no politician wants to raise taxes but our economy must be addressed in order to solve the Town's problems and further the Town's marketing efforts. He reminded the citizens that according to Census data, the population in Taos County has grown by 17% in the past 10 years and police calls for service have increased by 50%. He also assured the listening audience that the Town of Taos is a responsible government and it is difficult to make these types of decisions.

In response to Jerome Lucero's comment earlier in the meeting, Mr. Ferguson recommended amending the ordinance to include language that the tax will be imposed by this ordinance in two increments of .125% each which is permissible according to state statute. He believes this amendment will protect the Town in the event a court interprets the statute as meaning that the ordinance must impose increments of 1/8th of one percent.

Councilmember Quintana made a motion to approve Ordinance 10-19 as amended. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

Mayor Cordova thanked the Council for their vision and progressive thinking.

10. MATTERS FROM STAFF

A. Amos Torres, Public Utilities Director

Consideration and approval of Change Order #1 to Contract # TT-10-192 with AUI Inc. for the construction of the upgrades to the Taos Regional Wastewater Treatment Facility. The Change Order is in the amount of \$49,960.07 plus NMGR for a total amount of \$53,519.73. The Change Order is to relocate existing electrical conduit to accommodate installation of new splitter box; increase proposed air compressor tank from 80 to 120 gallon; epoxy coated manhole to drain line junction; add 6" clean outs for traffic and non traffic areas on drain line; at new and existing buildings; additional circuits for standby generator and increase conduit size from 1" to double 2".

Mr. Torres stated all changes are a result of either electrical conduits located after construction was started, requests from the Town of Taos Utilities Department or the Treatment Plant staff, or items requested by engineers or membrane equipment suppliers.

Councilmember Silva made a motion to approve Change Order #1 to

Contract # TT-10-192 with AUI Inc. as presented. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

B. Amos Torres, Public Utilities Director

Consideration and approval of Change Order # 2 to Contract # TT-10-192 with AUI Inc. to decrease the contract amount by \$22,972.96 plus NMGRt for a total decrease in the amount of \$24,609.77. This Change Order is for the deduct of materials only of 24 stainless steel tube grate supports. The supports will be provided by GE with the membrane package at a reduced cost. AUI Inc will still install the support beams.

Mayor Pro Tem Abeyta made a motion to approve Change Order # 2 to Contract # TT-10-192 with AUI Inc. as presented. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

C. Francisco "French" Espinoza, Public Works Director

Consideration and approval of Amendment No. 4 to Contract No. TT-08-30 as issued to JM Consulting, LLC. Services to be rendered are for engineering services for the preparation of revisions and updates of the Phase 2 construction drawings, construction documents and technical specifications and bidding and construction phases of the referenced project, for an amount not to exceed \$38,750 excluding applicable NMGRt.

Mr. Espinoza stated this amendment was negotiated between him and the Town Manager. He further stated the original amount was close to \$50,000 but was negotiated down to \$38,750.

Councilmember Silva asked if staff made an attempt to go with a local engineer. Mr. Miera stated the Request for Proposals for this project was awarded in 2008 and this is Phase II of the project; therefore, the current engineer will continue with the project.

Mayor Cordova stated he spoke with Alex Abeyta, with Abeyta Engineering, and he stated it is not advisable for an engineer to start work in the middle of a project.

Councilmember Quintana made a motion to approve Amendment No. 4 to Contract No. TT-08-30 as issued to JM Consulting, LLC as presented. Mayor Pro Tem Abeyta seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

11. MATTERS FROM THE TOWN ATTORNEY

A. Allen Ferguson, Town Attorney

Consideration and approval of Resolution 10-46; Authorizing the Town Manager, Mayor or other appropriate official or agent to file with the

Office of the State Engineer (OSE) a Change of Ownership Form showing a change of ownership from the Town as Trustee of 4.3 acre feet consumptive use water rights to Luis Tobias Lavadie ("Toby" Lavadie). These water rights were the subject of a 1994 Change in Ownership form filed with the OSE in which Toby's father, Felimon (now deceased), stated that ownership was being transferred to the Town as Trustee. The OSE never acted on the change of ownership and no deed transferring the water rights to the Town was ever executed.

Councilmember Silva made a motion to approve Resolution 10-46 as presented. Mayor Pro Tem Abeyta seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

12. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. Appointment of Members to the Parks and Recreation Advisory Board

Recommendation and approval of five additional members to the Parks & Recreation Advisory Board as follows: Miguel Quintana, Jason Silva, Mark Montoya, Ernie De Herrera, Zack Cordova.

Councilmember Quintana made a motion to approve the Parks & Recreation Advisory Board Appointments as recommended by Mayor Cordova. Mayor Pro Tem Abeyta seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez and Quintana. Councilmember Silva recused himself from the discussion and abstained from the vote because his brother is Jason Silva.

B. Resolution 10-34A

Consideration and approval of Resolution 10-34A; A resolution amending Resolution 10-34 (Park Fees Resolution [Commercial Events]) amending the licensing information ("special" business license as opposed to the "itinerant" business license) and possible amendment to the fees.

Councilmember Silva asked that this resolution be brought back for further consideration due to the park use fee structure. He stated he does not want to see the arts and crafts fairs promoters or vendors fail and believes the fees should be lowered.

An extensive discussion ensued regarding the park use fee structure and comparisons to other communities and governmental entities.

Councilmember Silva made a motion to approve Resolution 10-34A and decrease the park usage from \$300 per day to \$200 per day. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

C. Updates from Town Manager

As requested by Councilmember Silva, the Town Manager and staff gave updates on the Sidewalk Project, the Eco Park Project and the Treatment Plant Facility.

D. Ledoux Street Signage

Councilmember Quintana asked Mr. Espinoza if it is possible to place a directional sign to Ledoux Street without causing a safety hazard. Mr. Espinoza stated he will evaluate whether directional signage can be placed as requested.

13. ADJOURNMENT

A motion was made by Councilmember Silva and seconded by Councilmember Quintana to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 5:13 p.m.

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

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



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August 19, 2010 Workshop Meeting Minutes

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APPROVALS:

Date/Time:

9/7/2010 11:33 AM

Approval:

Approved

Department:

Town Clerk

Town of Taos Workshop Meeting Minutes

August 19, 2010

**MINUTES**

**August 19, 2010
Workshop Meeting
Taos Town Council
Town Council Chambers - 120 Civic Plaza Drive
Taos, New Mexico
11:30 a.m.**

1. CALL TO ORDER: The Workshop Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 11:44 a.m.

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

Those present were:

Mayor	Darren M. Cordova
Councilmember	A. Eugene Sanchez
Councilmember	Amy J. Quintana

Also present were:

Town Manager	Daniel Miera
Town Clerk	Renee Lucero

Absent/Excused was:

Mayor Pro Tem	Rudy C. Abeyta
Councilmember	Michael A. Silva
Assistant Town Manager	Abigail Adame
Town Attorney	Allen Ferguson

3. The Town Council received an update from staff and Artspace regarding the results of the Artspace Housing Market Survey and the status of the development of an Artspace project in Taos. Artspace is a specialized non-profit affordable housing developer dedicated to the provision of affordable housing for people engaged in creative pursuits.

Town of Taos Workshop Meeting Minutes

August 19, 2010

APPROVED:

Darren M. Cordova, Mayor**ATTEST:**

Renee Lucero, Town Clerk

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APPROVALS:

Date/Time:

9/7/2010 11:50 AM

Approval:

Approved

Department:

Town Clerk



MINUTES
August 24, 2010
Regular Meeting
Town Council Chambers - 120 Civic Plaza Drive
1:30 PM

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

The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:33 p.m.

2. ROLL CALL

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

Those present were:

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

Also present were:

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

Absent/excused was:

Mayor Pro Tem, Rudy C. Abeyta

3. PLEDGE OF ALLEGIANCE

Councilmember Quintana led the audience in the pledge of allegiance.

4. APPROVAL OF AGENDA

Councilmember Silva made a motion to approve the Agenda as presented. Councilmember Quintana seconded the motion. The motion carried

1
2 unanimously.

3 **5. APPROVAL OF MINUTES**

4
5 A. July 27, 2010 Regular Meeting Minutes

6 **Councilmember Silva made a motion to approve the Minutes of July 27,**
7 **2010 as presented. Councilmember Sanchez seconded the motion. The**
8 **motion was approved by an affirmative vote. Those voting AYE**
9 **were: Councilmembers Sanchez, Quintana and Silva.**

10 **6. CITIZENS FORUM**

11 A. The following citizens came forward to comment on the Sign Code:

- 12 - Jeanne Green stated freedom of speech is a first amendment right and it is a
13 violation to limit the size of signs.
14
15 - Cliff Bain asked Council to carefully consider the Sign Code and asked that the
16 Ordinance be available online before the public hearing.
17
18 - Jeff Northrup stated government must make every attempt to allow freedom of
19 speech.
20
21 - Marlynn Hoff stated she is concerned about free speech issues.

22 **7. PUBLIC HEARINGS**

23 A. Allen Ferguson, Town Attorney

24 Consideration and approval of Ordinance 10-17 amending the Town's
25 Sign Code (Title 15, Chapter 8 of the Town Municipal Code).
26 (Continued from the July 23, 2010 Special Town Council Meeting)

27
28 In light of the comments that were made during the Citizens Forum, Mr.
29 Ferguson explained the general rules set forth by the supreme court in
30 interpreting first amendment as it relates to signs include the following: the first
31 amendment protects both commercial and non-commercial speech, but protects
32 non-commercial speech more; any regulation of signs must be content neutral
33 and must further a legitimate government interest such as safety or welfare and
34 can include aesthetic considerations; regulations should be no more restrictive
35 than needed to accomplish the government interests involved and should leave
36 open sufficient other means of communication; regulations cannot be over-
37 broad; government cannot give officials unlimited discretion in how they make
38 decisions in regards to signs; government cannot discriminate among different
39 types of non-commercial signs; even if facially content neutral a sign ordinance
40 could violate the first amendment if the way it is enforced discriminates against
41 non-commercial signs; and a municipality may issue a content neutral ordinance
42 prohibiting the posting or affixing of signs on public property in general or a large
43 variety of types of public property.

44 Mr. Ferguson then reviewed the proposed changes throughout the sign code.

Mayor Cordova stated the sign code passed in December of 2009 and the literal

1 interpretation of the ordinance could violate someone's right to free speech. He
2 asked Mr. Ferguson if addressed that issue. Mr. Ferguson stated the ordinance
3 has been amended to promote free speech.
4

5 Mayor Cordova stated there is a misconception that the proposed Sign Code
6 only addresses picket signs; however, the proposed Sign Code addresses not
7 only picket signs, but also commercial signs, multi-tenant signs, etc.
8

9 Councilmember Sanchez stated he believes it is important to allow the public to
10 review the proposed Sign Code with the changes before the Council enacts it.

11 ***Public Opinion***

12 Mayor Cordova opened the public hearing.

13
14 Jeff Northrup was sworn in and stated the Sign Code limits his ability to protest
15 and asked that he be allowed to go back to a contract he had with the Town of
16 Taos during the Spring because he is going to be protesting with signs and does
17 not want to be limited to just one sign. Mayor Cordova asked Mr. Northrup to
18 meet with the Town Manager regarding his contract because he understands
19 that Mr. Northrup violated the contract by posing safety hazards to pedestrians.

20 Jeanne Green was sworn in and asked if the Town can re-publish the
21 Ordinance. Mr. Miera stated the Town will republish the Ordinance.

22 After closing the public hearing, Mayor Cordova asked for questions from the
23 Council
24

25 **Councilmember Sanchez made a motion to continue Ordinance 10-17 to**
26 **September 14, 2010 at 1:30 p.m. and directed staff to publish proper notice**
27 **of the hearing. Councilmember Silva seconded the motion. The motion**
28 **was approved by an affirmative vote. Those voting AYE**
29 **were: Councilmembers Sanchez, Quintana and Silva.**

30 **B. Allen Ferguson, Town Attorney**

31 Consideration and approval of Ordinance 10-20 authorizing and
32 approving a lease for 115 Civic Plaza Drive to UNM Taos.

33 Mr. Ferguson presented Ordinance 10-20 to the Mayor and Council and stated
34 the ordinance gives the Mayor and staff authority to negotiate the terms of the
35 leave and also allows UNM to lease below the appraised amount.

36 ***Public Opinion***

37 Mayor Cordova opened the public hearing.

38
39 Mario Suazo, UNM Taos, thanked the Mayor and Council for their continued
40 support and stated this ordinance and lease will enable UNM to maintain a
41 downtown presence.

42 After closing the public hearing, Mayor Cordova asked for questions from the
43 Council.
44

Councilmember Silva made a motion to approve Ordinance 10-20 as presented. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

C. Daniel Miera, Town Manager/Code Administrator

Consideration and approval of Ordinance 10-18; An Ordinance amending Sections 16.20.040.1 through 16.20.040.4 of the Land Use Development Title of the Taos Town Code with respect to the number of parking spaces required and allowing a small but increased amount of parking in front of newly constructed multi-family, commercial, and special use buildings and/or structures. (Continued from the July 23, 2010 Special Town Council Meeting)

Mr. Miera presented Ordinance 10-18 to the Mayor and Council and stated a Resolution has been provided in the Council's packets from the Planning & Zoning Commission endorsing the changes to the ordinance.

Public Opinion

Mayor Cordova opened the public hearing. **No one came forward.**

After closing the public hearing, Mayor Cordova asked for questions from the Council.

Mayor Cordova stated the revisions are important to the historic downtown district as well as businesses throughout the Town.

Councilmember Silva thanked the staff and the Planning & Zoning Commission for making the ordinance more business friendly.

Mayor Cordova recommended allowing 25% of parking spaces to be placed in front of newly constructed buildings.

Councilmember Sanchez made a motion to approve Ordinance 10-18 with no maximum number of parking spaces and handicap parking spaces in front of businesses.

Mayor Cordova stated he believes the Town needs some type of restrictions.

The motion died for lack of a second.

There was a lengthy discussion about how the Town distinguished how much parking should be allowed in front of a business.

Councilmember Silva made a motion to approve Ordinance 10-18 and allow two rows of parking, including handicap parking, in front of businesses. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

D. Rick Anglada, Chief of Police

Consideration and approval of Ordinance 10-21; Adopting by Reference the 2010 Compilation of the New Mexico Uniform Traffic Ordinance, comprising Sections 12-1-1 through 12-13-6 inclusive, and all changes through July 1, 2010 pursuant to Section 3-17-6 NMSA 1978.

Chief Anglada presented Ordinance 10-21 to the Mayor and Council.

Public Opinion

Mayor Cordova opened the public hearing. **No one came forward.**

After closing the public hearing, Mayor Cordova asked for questions from the Council.

Councilmember Quintana made a motion to approve Ordinance 10-21 as presented. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

8. MATTERS FROM STAFF

A. Francisco "French" Espinoza, Public Works Director

Consideration and approval to allow the Public Works/Transit Division to apply for financial assistance under Section 5311 of the Federal Transit Act in the approximate amount of \$542,550 for Federal Fiscal Year 2011/2012. Administrative expenses are 80% Federal share in the amount of \$116,080 and 20% Local share in the amount of \$29,020. Operating expenses are 50% Federal share in the amount of \$198,725 and 50% Local share in the amount of \$198,725. (Total Local Share: \$227,745).

Mr. Espinoza stated the application is for continued administrative and operating funding for the Chile Line.

Councilmember Silva made a motion to approve to allow the Public Works/Transit Division to apply for financial assistance under Section 5311 of the Federal Transit Act. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

B. Francisco "French" Espinoza, Public Works Director

Consideration and approval to allow the Public Works/Transit Division to apply for financial assistance under Section 5311 of the Federal Transit Act. The grant will be submitted in the projected amount of \$57,500 for Federal Fiscal Year 2011/2012. Funds will support the administrative and operational costs associated with the Taos Express. Administrative expenses are 80% Federal Share in the amount of \$8,000 and 20% Local Share in the amount of \$2,000. Operating expenses are 50% Federal Share \$23,750 and a 50% Local Share of \$23,750. (Total Local Share: \$25,750).

Councilmember Quintana made a motion to approve to allow the Public Works/Transit Division to apply for financial assistance under Section

5311 of the Federal Transit Act. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

C. Francisco "French" Espinoza, Public Works Director

Consideration and acceptance of FTA Section 5311 Grant Award for Federal Fiscal Year 2010-2011 in the amount of \$522,290.08. Funding will allow continued Public Transportation Administrative and Operating functions. Administrative match is 80% Federal \$109,577.66 and 20% local \$27,394.42. Operating match is 50% Federal \$192,659 and 50% Local \$192,659. Total award \$522,290.08.

Mr. Espinoza stated the funding will be used for the continued operations of the Chile Line.

Councilmember Quintana made a motion to accept FTA Section 5311 Grant Award for Federal Fiscal Year 2010-2011 in the amount of \$522,290.08. Councilmember Silva seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

D. Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

Acceptance and approval of Grant Agreement No. 2010-0011 with the State of New Mexico Aging and Long-Term Services Department in the amount of \$5,250 to purchase and install equipment for the Taos Senior Center. The Town of Taos will act as a fiscal agent for Ancianos Senior Center.

Councilmember Quintana asked why the grant agreement does not specify the type of equipment being purchased and installed. Ms. Fambro stated the Town does not want to be limited to any certain type of equipment.

Councilmember Quintana made a motion to approve the Grant Agreement No. 2010-0011 with the State of New Mexico Aging and Long-Term Services Department. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Councilmembers Sanchez, Quintana and Silva.

E. Marietta Fambro, Finance Director

Consideration and approval of Resolution 10-48; Budget Adjustment Request - 1) Community Grants Fund (30) - Increase revenues and expenditures to purchase and install equipment for Ancianos Senior Citizens Center, money is coming from a grant through New Mexico Aging and Long Term Services Department in the amount of \$5,250. 2) Lodger's Tax Fund (23) Transfer \$1,162 from operating expense to personnel to cover total personnel transportation costs for the NMML conference.

Councilmember Silva made a motion to approve Resolution 10-48 as presented. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE

1
2 **were: Councilmembers Sanchez, Quintana and Silva.**

3 **9. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

4 - Councilmember Sanchez asked for an update on the Eco Park. Mr. Miera stated the Eco
5 Park is one month behind schedule and the artificial turf is currently being installed.
6

7 - Mayor Cordova asked Mr. Miera to contact Taos High School to solicit another Youth
8 Councilmember. Mr. Miera stated he will meet with the school and students to encourage
9 participation.

10 - Mayor Cordova announced that he will serve as the Voting Delegate and Mayor Pro Tem
11 Abeyta as the Alternate Voting Delegate at the Annual Business Meeting of the New
12 Mexico Municipal League.
13

14 - Mayor Cordova stated on behalf of the Town of Taos he donated the gift of his CDs with
15 12 of his songs for the New Mexico Municipal League Annual Conference. He encouraged
16 the Council to attend the events.

17 **10. EXECUTIVE SESSION**

18 **Executive Session**

19 The Council will adjourn to go into executive session to discuss the
20 following: 1) Limited personnel matters regarding the Town Manager
21 pursuant to NMSA 1978 10-15-1-H.2.; 2) Subject to the attorney client
22 privilege pertaining to pending litigation specifically State of New Mexico
23 versus Abeyta, U.S. District Court pursuant to NMSA 10-15-1-H.7.
24

25 **Councilmember Sanchez made a motion to go into Executive Session to**
26 **discuss the following: 1) Limited personnel matters regarding the Town**
27 **Manager pursuant to NMSA 1978 10-15-1-H.2.; 2) Subject to the attorney**
28 **client privilege pertaining to pending litigation specifically State of New**
29 **Mexico versus Abeyta, U.S. District Court pursuant to NMSA 10-15-1-H.7.**

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

33 **At 6:48 p.m., Councilmember Quintana made a motion to come out of**
34 **Executive Session and stated discussion in the Executive Session was**
35 **limited to the item as it was called for. Councilmember Sanchez seconded**
36 **the motion. The motion was confirmed by an affirmative vote. Those**
37 **voting AYE were: Councilmembers Sanchez, Quintana and Silva.**

38 **11. ADJOURNMENT**

39 **A motion was made by Councilmember Quintana and seconded by Councilmember**
40 **Sanchez to adjourn the meeting. The motion carried unanimously and the meeting**
41 **adjourned at 6:48 p.m.**
42
43
44

1 **APPROVED:**
2
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4

5 _____
6 **Darren M. Cordova, Mayor**
7
8

9 **ATTEST:**
10
11

12 _____
13 **Renee Lucero, Town Clerk**
14

15 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,***
16 ***however, only Regular Town Council Meetings and some Special Town Council***
17 ***Meetings, with controversial issues, are video recorded. Copies are available upon***
18 ***request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005)***
19 ***at a fee of \$5.00 for audio recordings and \$10.00 for video recordings.***
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September 14, 2010

Title:

September 3, 2010 Special Meeting Minutes

Summary:

Background:

Attachments:

Click to download

 [Minutes](#)

APPROVALS:

Date/Time:

9/8/2010 2:54 PM

Approval:

Approved

Department:

Town Clerk



MINUTES

**September 3, 2010
Special Meeting
Taos Town Council
Town Council Chambers - 120 Civic Plaza Drive
Taos, New Mexico
1:30 p.m.**

1. CALL TO ORDER: The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:34 p.m.

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

Those present were:

Mayor	Darren M. Cordova
Mayor Pro Tem	Rudy C. Abeyta
Councilmember	A. Eugene Sanchez
Councilmember	Amy J. Quintana
Councilmember	Michael A. Silva

Also present were:

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

3. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Abeyta led the audience in the pledge of allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro Tem Abeyta made a motion to approve the Agenda as presented. Councilmember Quintana seconded the motion. The motion carried unanimously.

1
2 **5. PUBLIC HEARINGS**

3 **Daniel Miera, Town Manager**

4 Consideration and approval of Ordinance 10-22; An Ordinance repealing
5 Section 3.112.160 of the Municipal Code, entitled "Privatization/Reduction In
6 Force," and replacing it with a new Section 3.112.160 entitled "Reduction In
7 Force; Furlough".
8

9 Mayor Cordova stated it is not the Town's desire to enact a Reduction in Force
10 and explained the current ordinance needs to be updated as have many other
11 ordinances.
12

13 Daniel Miera, Town Manager, further stated the ordinance needs to be updated
14 because the current ordinance is very outdated and did not give the Town
15 flexibility in the event that furloughs are needed.
16

17 Allen Ferguson, Town Attorney, added that the current ordinance uses job
18 performance as criteria for layoffs and explained the new ordinance is close to
19 the State's ordinance and uses seniority and other criteria when determining
20 layoffs.
21

22 *Public Opinion*

23 Mayor Cordova opened the public hearing. **No one came forward.**
24

25 After closing the public hearing, Mayor Cordova asked for questions from the
26 Council.
27
28

29 Councilmember Sanchez asked what method will be used to guarantee that an
30 employee is notified of a layoff or furlough. Mr. Miera stated the notice will be
31 in writing through the Human Resources Department. Mr. Miera also explained
32 that employees affected by a layoff will be offered another position that they are
33 qualified for if one is open or becomes available.
34

35 Councilmember Silva requested that any correspondence should be made in
36 writing and hand-delivered in the presence of the Human Resources Director
37 when possible.
38

39 Councilmember Sanchez asked if furloughs will affect retirement benefits. Mr.
40 Ferguson stated furloughs reduce hours, but not enough to affect retirement
41 benefits.
42

43 Ron Yachinich, Convention Services Director, stated this is his second
44 employment with the Town and the first employment ended with a reduction in
45 force. He stated the Town Manager has asked Management to develop ways
46 in which to reorganize Town departments and that could take some time.

Town of Taos Special Meeting Minutes

September 3, 2010

Mayor Cordova stated as Mayor he will weigh heavily on the Management Team's recommendations. He stated since he was elected to serve on the Council, Town has gone from 220 employees down to 189 employees and has cut operating expenses by 20%.

Councilmember Quintana made a motion to approve Ordinance 10-22 and amend it to include language making it mandatory to have notices to employees be hand-delivered in the presence of the Human Resources Director if feasible, or if not sent by certified mail return receipt requested. Councilmember Sanchez seconded the motion.

For discussion Councilmember Abeyta stated the Town needs to be evaluated through attrition and eliminate positions. He also recommended offering incentives to those employees who are eligible to retire. He believes there are creative ways in which to address the budget crisis and feels a reduction in force and furloughs should be enacted only as a last resort.

The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

5. MATTERS FROM THE MAYOR AND COUNCIL

Mayor Cordova thanked all the employees who volunteered to assist during the New Mexico Municipal League Conference which was held in Taos this week. He appreciated the positive outcome of the conference and wants to have the employees recognized at the next Regular Town Council Meeting. He stated all the volunteers went above and beyond. Mr. Miera also thanked the volunteers.

6. ADJOURNMENT

A motion was made by Councilmember Silva and seconded by Councilmember Sanchez to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 2:16 p.m.

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Town of Taos Special Meeting Minutes

September 3, 2010

1 **Renee Lucero, Town Clerk**
2
3
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September 14, 2010

Title:

Presentation of Certificates of Appreciation

Summary:

Mayor Cordova will present Certificates of Appreciation to Officer David Weaver and Officer Lloyd Garcia for their professionalism, hard work and dedication.

Background:

See attached document.

Attachments:

Click to download

📎 [Letter from Larry T. Hoover, PH. D](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:39 AM	Approved	Town Manager
9/7/2010 11:39 AM	Approved	Town Clerk



Sam Houston State University

A Member of The Texas State University System

POLICE RESEARCH CENTER

Larry T. Hoover, Ph.D.
Director

07/31/10

Rick Anglada, Chief of Police
Taos Police Dept
400 Camino de la Placita
Taos, NM 87571

COPY

Dear Chief Anglada:

While vacationing in Taos, I was struck from behind by another vehicle. The incident occurred on July 23rd at approximately 6:00 PM in the 200 block of Camino De La Placita. After checking the damage, I asked the other involved driver to pull into an adjacent parking lot. Instead, he attempted to leave the scene. However, your officers were "out in force" that evening due to the festival. The collision was witnessed by a Taos PD officer, David Weaver. He was on bicycle patrol, but still stopped the offending driver. A report was taken by Officer Lloyd Garcia, and I understand that citations were issued to the other driver (I did not witness the interaction with the offending driver since it occurred about a block away).

I am writing to compliment Officers Weaver and Garcia. Before I continue, I need to note the following:


- I am not an average citizen, easily impressed. I am a former police officer, and am currently the Director of the Police Research Center at Sam Houston State University. In that role, I also direct the Texas Major Cities Chiefs' Leadership Program (required training under Texas statute).
- I am actively involved in several evaluative endeavors with police agencies in Texas (currently Dallas and Houston in particular), as well as nationally (currently Chicago in particular).
- I have ridden patrol in agencies across the United States as part of research projects – from NYPD to the Alaska State Troopers. This week I am on my way to Illinois for a meeting with the United States Army Military Police School regarding development of a graduate study program for MPs.
- I am on my fifth book addressing police issues.

I am elaborating upon my credentials in law enforcement for only one purpose – to let you know that I have the expertise to recognize truly good police work when I see it. And on July 23rd I saw truly good police work.

Unknown to them, Officers Weaver and Garcia were being “professionally evaluated.” You can be proud of your officers. Officers Weaver and Garcia handled this incident as true professionals. Damage to my vehicle was confined to the rear bumper – this was nothing but a good ole fender bender. But they treated the incident as if it was the most important call they had in 2010. They were courteous; they explained what they were doing; they obtained the identity and insurance information from the fleeing driver for me; while choosing their words carefully, they let me know that they knew the fleeing driver well – and his attempt at leaving the scene was typical behavior; they both gave me their business cards; they indicated at one point “we will get you on your way as soon as possible”; Officer Garcia provided me the incident number. It should also be noted that all of this was done with due care - in a light rain while they were getting wet.

My wife and I, joined by adult children and grandchildren, have been coming to Taos each summer for the past eighteen years. We rent a home in Los Altos (Arroyo Seco), and drive into Taos daily. We obviously have a great deal of affection for Taos. My experience with the Taos Police Department deepened my affection for Taos and its people. Officers Weaver and Garcia represent the community superbly, and are a credit to the profession of policing.

Sincerely,


Larry T. Hoover, Ph.D.
Director, Police Research Center

cc Officer David Weaver
 Officer Lloyd Garcia
 Town Manager Daniel Miera



September 14, 2010

Title:

Presentation of Proclamation for Taos Pueblo- Return of Blue Lake Commemoration Days

Summary:

Mayor Cordova will present a proclamation declaring September 17 and 18, 2010 as "Taos Pueblo Return of Blue Lake Commemoration Days".

Background:

Attachments:

[Click to download](#)

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:36 AM	Approved	Town Manager
9/7/2010 11:36 AM	Approved	Town Clerk



September 14, 2010

Title:

Recognition of Volunteers of the 53rd Annual New Mexico Municipal League Annual Conference

Summary:

In recognition of the outstanding efforts of the volunteers in making the New Mexico Municipal League 53rd Annual Conference such a success; the Mayor and Council wishes to recognize the individuals and volunteers.

****Break for a brief reception honoring the volunteers.***

Background:

Attachments:

Click to download

 [volunteers](#)

APPROVALS:

Date/Time:

9/8/2010 5:19 PM

Approval:

Approved

Department:

Town Clerk

September 3, 2010 Council Recognition Roster

In recognition of their outstanding efforts in making the New Mexico Municipal League 53rd Annual Conference such a success, the Council wishes to recognize the following individuals and volunteers:

The Planning Committee Members:

Chief Rick Anglada – Police Security
Alejandro Blake – Events Director, Taos Ski Valley Welcome Reception
Cathy Connelly – Public Relations Director, Theme Night
Delilah Garcia – Transit Superintendent, Transportation and Logistics
George Jaramillo – Library Director, Community Service Project
Jeanne Kitzman – Sales and Marketing Manager, Event Management Coordinator
Renee Lucero – Town Clerk, Volunteer Staff Coordinator
Lt. David Maggio – Taos PD, Security, Support and Logistics
Chief Eric Montoya – Fire Safety
Jim Simmons – Facilities Supervisor Convention Services – Onsite Conference Setup and Logistics
Matthew Spriggs – Community and Economic Development Director, Eco Workshop
Ron Yachinich – Convention and Visitor Services Director, Sponsorships and Golf Tourney; Operational Liaison

The Planning Committee Support Teams:

- **Francisco “French” Espinoza, Wilfred --** and everyone on the Public Works team including the Recycling Center Staff members
Harry Andazal and Brandon Gutierrez
- The Finance Department, with special thanks to **Marietta Fambro and Tina Torres Brian Greer**, Youth and Family Center Director and the entire Youth and Family Center Staff who made the Fun Run Walk and first ever Taos Biathlon such a success, with special thanks to **Judy Esquibel**
- The Parks Department and **Dennis Martinez** for his help with banners
- **Reuben Martinez, IT Director** and the highly professional members of the IT Department, **Mat Hollingshead and Derek Sharp** who managed all wired and wireless connectivity throughout
- **Manuel Pacheco, Building and Grounds Director** and the outstanding Building and Grounds staff

And the hardworking Transit Team led by Delilah Garcia

David Fernandez
Roger Lucero
Janice Martinez
Ray Martinez
Dennis Ortega
Henry Sandoval
Michael Torrez
Leo Valencia
Peggy Ward

The 'people in the green shirts' who went above and beyond in demonstrating the very best customer service qualities during this conference: friendly, knowledgeable and very helpful to all our guests, our Staff Volunteers:

Josephine Baca
Scarlett Espinoza
Jon Evans
Mark Fratrack
Francella Garcia
Claudette Lucero
Lupe Lopez
David Martinez
Janice Martinez
Lorenzo Martinez
Eddie Joe Medina
Valorie Mondragon
Linda Montoya
Lupita Morgas
Pam Pacheco
Augustin Padilla
Sharon Padilla
Cyndee Perez
Miranda Quintana
Sandra Rivera
Aaron Romero
Tamara Romero

Tammie Romero
Tomasita Ramirez
Moises Sanchez
Allyn Sanchez
Antonio Sanchez
Jose Maria Sanchez
Charlie Sanchez
Amy Seidel
Clarice Trujillo
Loretta Trujillo
Carol Valade
Melinda Vasquez
Celsa Vigil, OMI
Melissa Vigil
Officer David Weaver
Barbara Yuma Romero

And with special thanks to:

Agua de Taos
Jim Fambro
Curt Rousse, Gypsie Frank and Seth Bullington
Nick Tafoya
Taos Community Auditorium
The Taos Country Club
Taos Local Television
Taos Ski Valley and the Village of Taos Ski Valley
VFW Post 3259

Who gave so generously of their products, services and time...

Thanks to each and every one of you for making this year's New Mexico
Municipal League Annual Conference such a resounding success!



September 14, 2010

Title:

Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

Summary:

Authorization and approval to accept Grant Agreement No. 11-1241 from the State of New Mexico Children, Youth and Families Department in the amount of \$131,000 to provide cost effective services and temporary, non-secure alternatives to detention in the Town of Taos for those youth who have been arrested or referred to juvenile probation and parole or are at risk of such referral. The Town of Taos acts as the fiscal agent for the Taos County Juvenile Justice Program.

Background:

The goals of this program are to improve the Juvenile Justice System through a juvenile justice continuum of services and to reduce the disproportionate number of minority youth having contact with the juvenile justice system through a continuum of services and targeted programs.

Attachments:

Click to download

 [Grant Agreement](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:53 AM	Approved	Town Clerk

Agreement No. 11-690-12421**AGREEMENT**

THIS AGREEMENT, # 11-690-12421 is entered into by and between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the “Agency” and **The Town of Taos Council for the Town of Taos**, a government entity, hereinafter referred to as the “Contractor.”

WHEREAS, the Agency is the state agency designated to receive and administer state funds to provide funding for non-secure alternatives to detention for juvenile offenders in the Town of Taos.

WHEREAS, the Agency desires to engage the Contractor to provide certain portions of the Agency’s program and the Contractor is willing to provide certain portions of the Agency’s program.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement

This Agreement shall become effective July 1, 2010 and shall terminate on **June 30, 2011**, unless terminated pursuant to Article VI, *infra*.

II. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as “**Attachment 1 – Statement of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI, *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the **Statement of Work**.

III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed one hundred thirty one thousand dollars (**\$131,000.00**). The annual budget is attached hereto as “**Attachment 2 - Budget**” and incorporated herein by reference.

IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2- Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within thirty (30) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

Agreement No. 11-690-12421**V. Return of Funds**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

VI. Termination of Agreement

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

VIII. Maintenance of Records

The Agency shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years.

IX. Confidentiality

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

X. Amendments

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

Agreement No. 11-690-12421**XI. Assignment**

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

XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement.

XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

XVI. Sub-Contracts

The Contractor shall be ultimately responsible for all items enumerated in Attachment 1 of this Agreement. The Contractor shall seek advance approval from the Agency of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or

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participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

XVIII. Workers' Compensation

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

XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

XX. Background Checks

CYFD Contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The Contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with

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NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

XXI. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

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IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency

Secretary or Designee, Agency

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, Agency

Date: _____

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Attachment 1 – Statement of Work
Town of Taos

Purpose:

1. The purpose of this Agreement is to establish a continuum of cost effective services and temporary, non-secure alternatives to detention in the Town of Taos for those youth who have been arrested or referred to juvenile probation and parole or are at risk of such referral.
2. To establish rich programming that is diverse, culturally competent and gender-responsive, to include educational, vocational, behavioral health, medical care and other services.
3. To develop individualized service plans addressing carefully assessed needs, strengths and risks.
4. To increase the emphasis on prevention and early intervention in juvenile justice services.

Goals:

1. To improve the Juvenile Justice System through a juvenile justice continuum of services
2. To reduce the disproportionate number of minority youth having contact with the juvenile justice system through a continuum of services and targeted DMC programs.

Outcomes:

“Outcomes” are defined as performance results for a specific program’s clients and customers. The necessity for setting Outcome targets in contracts is required of all state Departments by the N.M. Governmental Accountability Act. The activities and tasks described in this Statement of Work are intended to yield the following Outcomes:

Project Performance Measures:

Within the context of the “Continuum of programs and services” identified in this Statement of Work, the following project outputs and outcomes shall be documented; additional performance measures may be requested by the Agency.

1. **ICM:** Reduce recidivism of juvenile offenders through the use of alternative to detention programs associated with the County’s intensive community monitoring.

Performance Measures:**Outputs:**

- a. Grant funds awarded for these programs;
- b. Use of a ‘best practice’ model (y/n);
- c. Number of program youth served;

Outcomes:

- d. The number and percentage of juveniles who re-offend while participating in the programs or who re-offend within (90) days of completing the program;
- e. Number and percent of program youth completing program requirements; and,
- f. A cost analysis of savings to the Contractor that can be attributed to the programs.

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2. **Restorative Justice:** Establish and maintain a restorative justice program serving juvenile offenders in Taos County.
 Performance Measures:
Outputs:
 - a. Amount of grant funds allocated to restorative justice programming;
 - b. The number and percent of times restorative justice is part of case dispositions of juvenile offenders;
 - c. The number and percent of youth to participate in any of the following: victim offender mediation/dialogue, family group conferencing, peacemaking circles, restitution, personal services to victims, community services, apologies, victim/community impact panels, community/neighborhood impact statements, victim empathy groups/classes;Outcomes:
 - d. Number and percent of youth to successfully complete their restorative justice requirements;
 - e. Number and percent of crime victims to participate in restorative justice programming;
 - f. The number and percentage of juveniles who re-offend while participating in the programs or who re-offend within (90) days of completing the program; and,
 - g. A cost analysis of savings to the county that can be attributed to the programs.

3. **Learning Lab:** Reduce recidivism of juvenile offenders through the use of alternative to detention programs associated with the 'Learning Lab'.
Performance Measures:
Outputs:
 - a. The amount of funds allocated and spent during the current contract year;
 - b. The Number of Program youth served.
 - c. Use of best practice model.Outcomes:
 - d. The number and percentage of youth completing program requirements; and,
 - e. The number and percentage of program youth who re-offend either while in the program, within (30) days of completing the program or within (90) days of completing the program.

4. **Gang Resistance is Paramount (G.R.I.P.):** Office of Juvenile Justice and Delinquency Prevention (OJJDP) model gang intervention program/curricula to address prevention of Gang youth activity.
Performance Measures:
 Within the context of this Statement of Work, the following project Outcomes and Performance Measures shall be documented:
Performance Measures:
 - a. Change in participants ideas about gangs and the effect on themselves and their community will be measured by a pre-test and post-test.
 - b. Increase in school and community awareness of the effects of positive youth development activities.

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- c. Increase in the number of elementary students who have mentors.
- d. Number of referrals to JPPO that involve gang activity will be documented on an annual basis.
- e. Document the number served, race, ethnicity, gender, and immigrant status of youth processed.
- f. Document the number and percent of program youth exhibiting desired change in targeted behaviors: substance abuse; antisocial behaviors; family relationships; social competencies; improved GPA's.
- g. The use of a best practice model.
- h. Development of a long term data tracking system that will gather juvenile arrest data in communities where this gang related project is implemented, including but not limited to offense, age, ethnicity, immigrant status, race and gender demographics.
- i. Other performance measures as determined by the Agency.

Activities:**The Contractor Shall:**

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Taos County Juvenile Justice Board" (TCJJB), as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7 (E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the Board. The TCJJB will:
 - 1. Continue to develop and improve the 'Comprehensive Strategy Plan' for juvenile justice and detention reform in the Town of Taos and Taos County;
 - 2. Set policy for the Comprehensive Strategy Plan and the activities supported under this Agreement;
 - 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Statement of Work;
 - 4. Provide oversight for the programs/services identified in the Statement of Work;
 - 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
 - 6. Maintain a plan for sustainability of the programs/services implemented by the TCJJB.
- B. Contract or hire a Juvenile Justice Continuum Coordinator who will:
 - 1. Organize, coordinate and provide staff support for the Board; this will include board development activities in conjunction with the board Chair;
 - 2. Inform the Agency's Program Manager of the date of each meeting, and submit a copy of the written minutes of each meeting, within 30 days of the meeting;
 - 3. Submit to Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Invoice and Expense Report forms, signed and dated by an authorized agent of the Contractor, to insure that requests for reimbursement are submitted by the due date of the fifteenth day of the

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following month, unless otherwise approved by the agency Program Manager in advance;

4. Provide data reports as required by the federal government, corresponding to the activities described in this Statement of Work. The Agency's Program manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency's Program Manager and must accompany the monthly request for reimbursement. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 5. Provide Agency standardized Progress Report Forms (PRF) quarterly. Any delay in the submission of the PRF will delay payment of current related invoices. The Submission of the PRF is to be on the Agency provided form and format and unacceptable on any other formats or hand written.
 6. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The "Final Report" shall contain at a minimum, but not be restricted to:
 - a year plan for sustainability of programs/services
 - accomplishments/milestones achieved during this agreement period
 - statements regarding achievement of, or progress made regarding achievement of the estate outcomes and performance measures; and
 - continuing development and improvement of the multi-year Comprehensive Strategic Plan for a continuum of detention alternative programs and services.
 7. Attend periodic meetings as required by the Agency, if sufficient budgeted funds are available.
- C. Hire or contract for an Intensive Community Monitoring (ICM) Program Manager who shall supervise operation of the ICM Program. Criteria for referral and program guidelines will be submitted to the Project Coordinator. The project coordinator shall include copies of the criteria and guidelines with the first programmatic report required by the Statement of Work. The program will consist of juvenile offenders referred by the JPPO:
1. The JPPO, assisted by the Project Coordinator, shall determine eligibility for the program;
 2. Juvenile offenders shall be enrolled within the same week in which the youth was referred; and,
 3. Juveniles enrolled in the program shall complete the requirements of the program. Successful completion of the program shall be determined by the Project Coordinator and the JPPO and approved by TCJJB.
- D. Implement the program of restorative justice for juvenile offenders in the Town and the County. The program shall:
1. Hire or contract for two (2) Restorative Justice Coordinators;
 2. Maintain the infrastructure for the restorative justice program to include: case referral criteria, case management, processing of cases, program data collection instruments. The restorative justice coordinators will be responsible for documenting the continued

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- implementation of restorative justice circles and providing the data required to the Project Coordinator for inclusion in the progress reports;
3. Complete a minimum of twenty (20) restorative justice cases by the termination date of this Agreement. Such cases shall consist of referrals of first time juvenile offenders or, on a case-by-case basis as determined by the TCJJB, juvenile offenders with a second offense, not to include serious violent offenders;
 4. In conjunction with actual case referrals, community volunteers shall be recruited to become restorative justice facilitators. Volunteers shall provide regular, on-going, documented supervision based on actual restorative justice cases; and,
 5. Provide as needed, restorative justice educational activities during the course of the Agreement for the community-at-large, juvenile justice system staff, TCJJB members, and staff of interested local providers. The activities shall address restorative justice principles and practices.
- E. Implement the G.R.I.P. program in the Town of Taos and county wide. The program shall:
1. Use OJJDP model gang intervention program/curricula G.R.I.P. (Gang Resistance is Paramount) to address prevention of gang youth activity.
 2. Implement school based curriculum consisting of 10 lessons for 2nd and 5th graders during academic year 2009 - 2010. Implementation will be done in conjunction with the Taos group Men Engaged in Non-Violence, in two schools which have been identified as having high minority population and at-risk populations.
 3. Implement parent education on gang prevention in the form of community meetings where information on positive youth development activities is presented to students and parents.
 4. Mentor youth identified as high risk for gang activity.
 5. Collaborate with Taos Gang prevention workgroup and any other Taos entities involved in gang prevention.
 6. Contract with provider Men Engaged in Non-Violence to adapt the GRIP Curriculum and provide it in one elementary school for 2nd and 5th graders in academic year 2009 - 2010. Provide two parent community meetings and mentoring of referred students as part of the GRIP Curriculum.
- E. Continue to implement the juvenile justice reform plan of action. The plan shall:
1. Be based on the Comprehensive Strategy Model;
 2. Describe programs/services and alternatives to detention to be implemented in the Town/County;
 3. Include a plan for sustainability of funding through other funding sources for the programs and services to be implemented; and,
 4. Be completed and submitted to the Agency's Program Manager prior to the end date of the Agreement.

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- F. Develop a plan to address the issue(s) of Disproportionate Minority Contact (DMC), which shall include DMC problem identification, data collection and assessment of data. The plan may provide for referrals to nationally recognized 'best practice' programs/services or may provide for training on DMC or may recommend policy/procedural changes regarding DMC.
- G. Implement a plan for referrals to nationally recognized 'best practice' gender-specific programs/services such as the "Girls' Circle" program. The TCJJB shall insure that female juvenile offenders are provided, or referred to, a range and quality of services/programming substantially equivalent to those offered to male juvenile offenders. Implementation of gender-specific services and programs shall remain part of the three (3) year plan.
- H. Implement the "Learning lab" program that shall provide out-of-school academic work and youth development activities for suspended, expelled or truant students referred by the JPPO. The program shall include community service activities.
- I. Through the Project Coordinator, collect data to measure the Outcomes and the performance measures associated with them and to assess the effectiveness of the activities and tasks described in the Statement of Work.
- J. Participate in training and technical assistance as requested by the Agency.
- K. Provide, not later than the ending date of this Agreement period, the In-Kind or Cash Match required by the Juvenile Continuum Act.

The Agency Shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in "Attachment 2 - Budget."
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Contract in a timely manner. The Agency retains the sole discretion to reduce contract amounts and reallocate the resulting funds to a contractor that is able to provide the required services during the contract period.
- D. Review:
 - 1. Subcontracts and programs for accomplishment of outcomes and performance measures as set forth in this agreement;

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2. The Juvenile Justice Continuum Board activities and member participation in periodic meetings of the Board, including minutes of each Board meeting to be provided to the agency;
3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received from other sources for the same services and activities to be performed under this Agreement.

Agreement No. 11-690-12421**Attachment 2 – Budget**
Town of Taos

<u>Line Item Name</u>	<u>Amount</u>
Contractual Services	
Juvenile Justice Continuum Coordinator	\$ 42,230.00
Restorative Justice Consultants	\$ 3,600.00
ICM Program Manager, Surveillance Officer	\$ 26,200.00
GRIP	\$ 18,454.00
Learning Lab	\$ 27,200.00
Girls' Circle	\$ 5,120.00
Other	
*In-state Per Diem	\$ 1,000.00
Supplies	\$ 646.00
In-state Mileage & Per Diem	\$ 800.00
Rent	\$ 6,750.00
Total	\$ 131,000.00

Total amount of this contract shall not exceed \$131,000.00, including gross receipts tax.

*Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Funds may be moved between individual line items in the budget with written pre-approval by the Program Manager. Initiate this pre-approval by submitting Budget Adjustment Request to the TCCSB for approval and then submitting it to the Program Manager.

Funding Source:

General Fund:

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Attachment 3

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors
(providing direct services to clients)

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities
(Revised June 2010)

ADMINISTRATIVE STANDARDS

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Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document.

Board of Directors (as applicable)

1. The Board shall have a written mission statement approved by the Board of Directors. The Board shall describe the purpose for which the agency provides services.
2. The Board shall approve and review annually the written long-range plan and goals. The long-range plan and goals should describe in general terms the clients that are served and services provided.
3. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
4. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
5. The Board shall periodically review the appropriateness of its governing documents and adherence to their specifications.
6. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
7. The Board shall conduct a periodic, systematic assessment of the agency's effectiveness.
8. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother,

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father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.

9. The Board shall hold meetings as prescribed in the by-laws but not less than four (4) times per year.
10. An agenda shall be developed and followed for all Board meetings.
11. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.
12. The Board shall review and approve all aspects of the agency's operation including policy, personnel, budget, fund-raising, etc., including quarterly financial reports.
13. The Board shall determine the amount of capital outlay expenditures and capitalization policy that must receive prior approval for the Board.
14. The Board shall review and approve agency line item budgets and all subsequent budget adjustments.
15. Provisions shall exist for the orientation of new Board members to the Board. This orientation shall consist of, but not be limited to: the organizational goals and objectives, organizations operations, roles and responsibilities of Board members, and financial overview of the organization's assets and liabilities.
16. The Board shall review and approve on an annual basis the Board members and agency personnel who will have signature authority.
17. The Board shall make continual and on-going efforts to provide all Board member with training related to their participation on the Board.

Personnel

1. The agency shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the agency. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the agency.
2. The agency shall have written personnel policies and procedures approved and signed by the Boards. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated and signed by the Board. Procedures must be in

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place that allows employees to provide input into changes in agency and personnel policies and procedures.

3. The agency personnel policies and procedures must include, at a minimum:
 - a. Mission of agency;
 - b. American Disabilities Act;
 - c. Annual Report;
 - d. Benefits;
 - e. Disciplinary Procedures;
 - f. Drug Free Workplace;
 - g. Employee Orientation and Annual Agency Training Plan;
 - h. Equal Employment Opportunity Statement;
 - i. Grievance Procedures;
 - j. Hiring/Firing Policies;
 - k. Hours of Work;
 - l. Job Qualifications and Job Descriptions;
 - m. Law Enforcement Records Checks;
 - n. Leave/Holiday Policy;
 - o. Performance Evaluation System;
 - p. Personnel Files;
 - q. Promotion Policies;
 - r. Quality Assurance;
 - s. Salary Policy and Plan;
 - t. Termination/Resignation Procedures.
4. The agency shall distribute a copy of all personnel policies and procedures to all new employees and make them available to all employees.
5. The agency shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
6. The agency shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;

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- e. Background checks;
 - 1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any);

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

- 7. The immediate supervisor shall conduct job performance evaluations semi-annually for all new employees and/or at least annually for all current employees. Said evaluation should document the review and results of the evaluation with the employee and be included in the personnel file.
- 8. The agency shall be headed by an agency director appointed by and responsible only to the Board. The Board shall delegate to the director such authority and responsibility necessary to operate the agency. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served,

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staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

Administrative Recordkeeping

Records and reports (including, but not limited to, fiscal, personnel, program evaluation, management information systems, governance, etc.) should guide the operations, support the assessment and improvement in quality of services, measure and communicate productivity, and reflect the contractor's status. All records should be retained for a minimum of three (3) years. This would be the three prior years in addition to the current year's records.

FISCAL STANDARDS**Compliance**

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.

Insurance

1. The contractor shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.
3. The contractor shall secure and maintain adequate fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement.

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4. The contractor is responsible to provide Worker's Compensation Insurance for its employees as required by New Mexico State Law.
5. The contractor shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

FISCAL BOOKS OF RECORDS

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Capital Outlay Inventory that includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
 - a. Handling of cash/checks;
 - b. Handling of voided checks;
 - c. Authorized check signatures;
 - d. Bank reconciliations;
 - e. Separation of duties;
 - f. Accounting system;
 - g. Travel;
 - h. Cost allocation method;
 - i. Accounting policies for donations.

Agreement No. 11-690-12421**REPORTS**

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

FINANCIAL STATEMENT

The contractor must prepare the following financial statements:

1. Balance Sheet or Statement of New Assets (for governmental and non-profit agencies);
2. Statement of Revenue and Expenditures or Statement of Activities (for government not for profit agencies) ;
3. Statement of Revenue and Expenditures – Budget to Actual.

RETENTION OF RECORDS

The following are the requirements for the retention of financial records.

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and /or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from a contract **separately** in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.

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4. The financial management systems established by the contractor and its Boards shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietors providing direct services to clients receiving Department funds under \$100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form "Schedule C". Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request.
2. Audits for a contractor receiving under \$100,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Department's Contract/Audit Unit within three (3) months of the contractor's fiscal year end.
3. Audits for a contractor receiving \$100,000.00 to \$250,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be submitted to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.

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- b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
4. Audits for a contractor receiving \$250,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year):
- a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.
5. Audit for a contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor within a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
- a) The Contractor must submit one copy of their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also submit a copy of the Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.
6. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department
Contract/Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

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SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

Cost Principles

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision)

FASB and AICPA Statements and Professional Pronouncements.



September 14, 2010

Title:

Mark G. Fratrack, Airport Manager

Summary:

Authorization and approval to enter into a Professional Services Agreement with Armstrong Consultants, Inc (Airport Engineer Firm), Contract TT-11-115, with a term for four one-year periods.

Background:

Armstrong Consultants, Inc was selected through a RFP process. They were one out of four firms that responded to the RFP. After reviewing all four proposals from the four firms, the RFP selection committee interviewed two of the four firms. The RFP selection committee unanimously selected Armstrong.

Attachments:

Click to download

 [attachment](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:48 AM	Approved	Town Manager
9/7/2010 11:49 AM	Approved	Town Clerk

TT – 11 – 115

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of _____, 2010 between the **TOWN of TAOS, NEW MEXICO (OWNER)** and **ARMSTRONG CONSULTANTS, INC. (ENGINEER)**. OWNER intends to improve the Taos Regional Airport (hereinafter called the Project). The Project may include, but not be limited to, the following items:

1. Prepare Airport Action Plan & Update Airport Layout Plan
2. Airport Master Plan
3. Annual Maintenance & Forecasting of Maintenance
4. New Runway, Taxiway & Ramp Areas
5. New Runway & Taxiway Lighting
6. New Terminal Building
7. Main Access Road
8. Perimeter Fencing & Airport Security Items
9. Well, Tank & Fire Ramp
10. Relocation of Navigational Aids, RCO & AWOS
11. Construction of Additional Hangars, Hangar Ramps/Pads & Hangar Taxiway Access Roads
12. Prepare Grant Applications/Preapplications
13. Planning & Zoning Related Services
14. Conduct Multilevel Environmental Studies
15. Maintenance & Updates of SWPPP & DBE Plans
16. Remove, Reconstruct and/or Add Connector and Bypass Taxiways Including Marking and Reflectors
17. Seal Coat and/or Rejuvenator & Remark Runway 4/22 and T-Hangar Ramp/Taxiway
18. Construct SRE, Maintenance, Storage, & ARFF Building(s)
19. Provide Non FAA Funded Airport On Call Planning, Engineering, Environmental and Miscellaneous Airport Consulting Services As May Be Required

The OWNER and the ENGINEER shall negotiate and approve separate written "Attachments" which will be signed and approved by the parties for each individual task associated with this agreement.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth herein and in the accompanying Attachments.

ENGINEER shall provide professional services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional representative for the Project as set forth below and shall give professional consultation and advice to OWNER during the performance of services hereunder.

SECTION 1-- SERVICES OF ENGINEER

- 1.1** Preparation or revision of the State and Federal Aviation Administration (FAA) grant applications;
- 1.2** Consult/Coordinate with OWNER, Airport Users, FAA, State Aeronautics, Airport Staff and other interested parties;
- 1.3** Complete Design Engineering in accordance with the Attachments entitled "Further Description of Professional Services";
- 1.4** Complete Construction Period Services in accordance with Attachments entitled "Further Description of Professional Services";
- 1.5** Complete Planning and Environmental Services in accordance with Attachments entitled "Further Description of Professional Services";
- 1.6** Perform miscellaneous Engineering services as requested by OWNER;
- 1.7** Perform all services in conformance with applicable rules and regulations of the FAA.

SECTION 2--OWNER'S RESPONSIBILITIES

OWNER shall:

- 2.1** Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, and any budgetary limitations.
- 2.2** Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 2.3** Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 2.4** Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 2.5** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 2.6** Provide all accounting, legal, independent cost estimating and insurance counseling services as may be required for the Project.
- 2.7** Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.

- 2.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).
- 2.9 Bear all costs incident to compliance with the requirements of this Section 2.

SECTION 3--PERIOD OF SERVICE

- 3.1 This Agreement will be valid for a period of one year from the date signed with the possibility of three additional one year extensions up to a maximum of four years unless terminated in accordance with Section 7.9 and subject to annual appropriation of funds by the OWNER for services described.

SECTION 4--PAYMENTS TO ENGINEER

- 4.1 OWNER shall pay ENGINEER for Services rendered as agreed by Attachments entitled "Further Description of Professional Services".
- 4.2 ENGINEER shall submit monthly statements. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt payments in response to ENGINEER'S monthly statements.
- 4.3 If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days following submittal of a statement in accordance with Article 4.2, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said due date, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

SECTION 5--OPINIONS OF COST

- 5.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his development of an ENGINEER'S Estimate provided for herein is to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional, familiar with the construction industry; but ENGINEER cannot and does not guarantee that bids will not vary from opinions of cost prepared by him. If OWNER wishes greater assurance as to Construction Cost he shall employ an independent cost estimator as provided in paragraph 2.6.
- 5.2 If the lowest bid exceeds the ENGINEER'S Estimate, OWNER shall (1) give written approval to increase such estimate, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (2) and/or (3) ENGINEER shall, without additional charge, modify the Contract Documents. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this agreement.

SECTION 6--GENERAL CONSIDERATIONS

- 6.1 Reuse of Documents.** All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.
- 6.2 Release of AutoCAD Files.** The ENGINEER may produce certain Documents in whole or in part on a computer-aided design system (CAD). If the OWNER requests electronic files of those Documents, the ENGINEER and the OWNER agree as follows:
- 6.2.1** The ENGINEER agrees to prepare and transmit electronic files containing Drawings as referenced above, such Drawings being devoid of certain title block information and professional seals.
- 6.2.2** The ENGINEER makes no representations as to the accuracy of the information contained on the drawing files, as the design engineering drawings are essentially diagrammatic in nature and are not intended to provide detailed graphic dimensional accuracy. Furthermore, the drawing information on the files may not contain all information resulting from addenda, change orders and field executed changes that have not been incorporated into final record drawings. Therefore, the OWNER understands that the use of the information provided is at his own risk. Accordingly, the OWNER agrees to indemnify and hold harmless the ENGINEER from all claims arising out of the use of the information contained in the files provided by the ENGINEER to the OWNER, including defense costs.
- 6.3 Plan Room.** ENGINEER may submit bid documents to plan room for bidding purposes, but ENGINEER has no control over the operation of the plan room. OWNER therefore agrees to indemnify and hold ENGINEER harmless against any claims of any nature by successful or unsuccessful bidders arising from or relating to the receipt of incomplete and / or erroneous bid information. OWNER further agrees to be solely responsible for costs arising from or relating to rebidding the construction work, should the need for rebidding be caused, in whole or in part, by the receipt of incomplete and / or erroneous bid information through the plan room.
- 6.4 Controlling Law.** This Agreement is to be governed by the law of the principal place of business of OWNER.
- 6.5 Successors and Assigns.**
- 6.5.1** OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

6.5.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.6 Insurance. The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage.

6.7 Indemnification.

6.7.1 The OWNER hereby indemnifies and holds harmless the ENGINEER from any and all claims, damages, losses and expenses (including attorneys' fees) arising out of the performance of this Agreement, except when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the ENGINEER.

6.7.2 The ENGINEER hereby indemnifies and holds harmless the OWNER from any and all claims, damages, losses and expenses (including attorneys' fees) arising out of the performance of this Agreement, except when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the OWNER.

6.8 Changes. All Change Orders, Contract Extensions, Supplemental Agreements and/or Amendments are subject to FAA and State Aeronautics approval prior to their execution.

SECTION 7--REQUIRED FEDERAL CLAUSES

7.1 Civil Rights Act of 1964, Title VI - 49 CFR Part 21

During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "ENGINEER") agrees as follows:

7.1.1 Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract.

7.1.2 Nondiscrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section

21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

7.1.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.1.4 Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the OWNER or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

7.1.5 Sanctions for Noncompliance. In the event of the ENGINEER'S noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the ENGINEER under the contract until the ENGINEER complies, and/or,
- b. Cancellation, termination or suspension of the contract, in whole or in part.

7.1.6 Incorporation of Provisions. The ENGINEER shall include the provisions of the preceding paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

7.2 Airport and Airway Improvement Act of 1982, Section 520 General Civil Rights Provisions

The ENGINEER assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

7.3 DBE Required Statements - 49 CFR Part 26

Contract Assurance (§26.13) - The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the OWNER deems appropriate.

Prompt Payment (§26.29) - The ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the ENGINEER receives from the OWNER. The ENGINEER agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

7.4 Lobbying and Influencing Federal Employees – 49 CFR Part 20, Appendix A

7.4.1 No Federal appropriated funds shall be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

7.4.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any Federal grant, the Engineer shall complete and submit Standard Form – LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

7.5 Access to Records and Reports - 49 CFR Part 18.36 (i)

The ENGINEER shall maintain an acceptable cost accounting system. The ENGINEER agrees to provide the OWNER, the FAA and the Comptroller General of the United States or any of their authorized representatives access to any to any books, documents, papers and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period not less than three years after final payment is made and all pending matters are closed.

7.6 Breach of Contract Terms - 49 CFR Part 18.36(i)(1)

Any violation or breach of the terms of this contract on the part of the ENGINEER or their subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7 Rights to Inventions - 49 CFR Part 18.36(i)(8)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the OWNER of the Federal grant under which this contract is executed.

7.8 Trade Restriction Clause - 49 CFR Part 30.13

The ENGINEER or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 7.8.1** is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 7.8.2** has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- 7.8.3** has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an ENGINEER or subcontractor who is unable to certify to the above. If the ENGINEER knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list the Federal Aviation Administration may direct through the OWNER, cancellation of the contract or subcontract for default at no cost to the Government.

Further, the ENGINEER agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The ENGINEER may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The ENGINEER shall provide immediate written notice to the OWNER if the ENGINEER learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the ENGINEER, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the ENGINEER or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the OWNER, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an ENGINEER is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

7.9 Termination of Contract - 49 CFR Part 18.36(i)(2)

7.9.1 Either the OWNER or ENGINEER may, by written notice, terminate this contract in whole or in part at any time, either for convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the OWNER and payment for work performed made to the ENGINEER.

7.9.2 If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

7.9.3 If the termination is due to failure to fulfill the ENGINEER'S obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the ENGINEER shall be liable to the OWNER for any additional cost occasioned to the OWNER thereby.

7.9.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

7.9.5 The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.10 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - 49 CFR Part 29 The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offeror/ENGINEER or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

SECTION 8 –SPECIAL PROVISIONS, ATTACHMENTS & SCHEDULES

8.1 This Agreement is subject to the following special provisions.

8.1.1 This Agreement is supported by an OWNER'S resolution stipulating that Armstrong Consultants, Inc. is authorized to perform the services as outlined in Attachments to this contract.

8.1.2 The OWNER'S obligation to make payment under this Agreement is wholly conditional on the funding of the project, including all Engineering services, by the U.S. Department of Transportation. This Agreement shall, upon such funding, be supported by an OWNER'S Resolution appropriating the funds to pay for the services to be rendered by ENGINEER. However, if the FAA is willing to fund the project and the OWNER decides to abandon or postpone the project, the monies owed the ENGINEER shall be due and payable by the OWNER within 30 days of the above decision.

8.2 This Agreement, together with the Attachments and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings.

This Agreement and said Attachments and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
TOWN OF TAOS, NEW MEXICO

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Darren M. Cordova, Mayor

Keith E. Koler, President

Approved as to Form:

Allen Ferguson, Town Attorney

Attested to by:

ACCOUNTING APPROVAL:

Renee Lucero, Town Clerk

Marietta S. Fambro, Finance Director
Budget Line Item_____



September 14, 2010

Title:

Rick Anglada, Chief of Police

Summary:

Consideration and approval of Contract # TT-11-119 to enter into a 48 month lease with Xerox at \$449.26 per month for the Police Department. The lease includes 7,000 copies per month; excess copies will be billed separately at \$.0085 per copy. State Contract #90-00086. Line Item # 11-14-43001 - Supplies; Line item # 11-14-43005 - Rentals.

Background:

This new copier will replace the previous 4 year lease with Xerox that we had on the WorkCentre Pro 255HC copier, which expires in October 2, 2010.

Attachments:

Click to download

[proposal](#)

[lease agreement](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:41 AM	Approved	Town Manager
9/7/2010 11:41 AM	Approved	Town Clerk

THE DOCUMENT COMPANY
XEROX
A Proposal for
Town of Taos Police Department
Taos, NM

September 2, 2010

Brian Estes
Customer Account Manager
758-0804

Summary

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

The WorkCentre 5755P is an all-digital solution. It is a fifty-five page per minute copier. It has an automatic document feeder that holds seventy-five pages, two adjustable paper trays, two high capacity paper trays, automatic stapler/finisher, electronic collation, and it will reduce and enlarge. It also has network print and fax capability.

The WorkCentre 5638P is an all-digital solution. It is a thirty-eight page per minute copier. It has an automatic document feeder that holds 100 pages, two adjustable paper trays, two high capacity paper trays, automatic stapler/finisher, electronic collation, and it will reduce and enlarge. It also has network print capability, scan to network/email capability, and fax capability.

The following provides the purchase price and the Fair Market Value Lease price. All pricing is in accordance with the New Mexico Master lease Agreement SPD#90-00086 and is guaranteed until September 30, 2010. Prices do not include any applicable taxes.

Pricing OptionsWorkCentre 5755P

- Fifty-Five pages per Minute
- Automatic Document Feeder
- Automatic Stapler/Finisher
- Electronic Sorting
- Electronic Collation
- Automatic Two-Sided Copying
- Two Adjustable Paper Trays
- Two High Capacity paper Trays
- Network Print Capability
- Network Scan Capability
- Scan to Email
- Fax Capability

Xerox Fair Market Value Lease Agreement (monthly minimum)

48 month lease

\$449.26

A Full Service Maintenance Agreement is included in your lease price. This includes 7,000 copies per month as well as all parts, labor, and copy cartridge supplies, excluding staples and paper. Excess copies are billed separately at \$.0085 per impression. All pricing is fixed for the length of the lease.

A Xerox analyst will come to your office to install your new solution to your Existing network. Training will be provided for all key users.

Current Situation

WCP255H includes 7,000 copies per month	\$548.95
Excess copies x \$.0083	
Average Monthly Expense	\$548.96

Proposed Solution

WorkCentre 5755P includes 7,000 copies per month	\$449.26
Excess copies x \$.0085	
Average Monthly Expense	\$449.26
Estimated monthly savings	\$99.70

State or Local Government Negotiated Contract : 072164800

Lease Agreement



Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

GOVERNMENT TERMS:

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

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

ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.

6. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

7. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

8. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

9. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-

Lease Agreement



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brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

10. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

11. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

PRICING PLAN/OFFERING SELECTED:

12. TERM. The Term for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

13. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

14. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

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

16. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

17. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

18. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

19. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

GENERAL TERMS & CONDITIONS:

20. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

21. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

22. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

23. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

24. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

25. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as

Lease Agreement



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lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

26. WARRANTY & FINANCE LEASE DISCLAIMERS. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

27. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

28. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

29. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

30. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

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

Item	Trade-In Model and Serial Number	Allowance	Total Applied To Repl. Equip Price
1. 5755PTC	Xerox Wcp255 S/N UTV820492	\$1,100.00	\$1,100.00

32. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.



September 14, 2010

Title:

Rick Anglada, Chief of Police

Summary:

Consideration and approval of Contract TT-11-116 for confinement of prisoners at the Taos County Detention Center. The agreement is for a term of one year from July 1, 2010 to July 1, 2011. The Town of Taos, under the agreement, shall pay Taos County the total amount of \$100 per prisoner per day; Line Item # 25-14-44005.

Background:

The Town of Taos has an agreement with Taos County Detention Center to house Town of Taos prisoners.

Attachments:

Click to download

 [Contract](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:45 AM	Approved	Town Manager
9/7/2010 11:54 AM	Approved	Town Clerk



TCC-2010-022

T7-11-116

CONTRACT FOR INMATE CONFINEMENT

This Contract (the "Contract") is made and entered into effective this **1st** day of **July, 2010** (effective date), by and between **Town of Taos, an incorporated Municipality** of the State of New Mexico (hereinafter "Using Agency") and **Taos County, a political subdivision of the State of New Mexico**.

WHEREAS, Taos County is the owner of the Taos County Adult Detention Center (TCADC), which from time to time has vacant adult bed space and;

WHEREAS, Using Agency desires to house its prisoners in the TCADC, hereinafter sometimes called the "Facility".

WITNESSETH, that for and in consideration of the covenant and conditions recited in this contract, the parties agree as follows:

1. Authority and Purpose

This Contract replaces all prior contracts between the parties for the service of housing of Using Agency prisoners.

2. Effective Date and Term

This contract shall be effective as of the date set forth above upon approval by the parties' respective officials. The contract shall be effective for a term of one (1) year, expiring one year from the effective date.

3. Termination

- a. Either party may terminate this Contract at any time upon thirty (30) days written notice to the appropriate agents identified in this contract. In the case of termination, TCADC shall be paid for all services provided through the date of termination.
- b. In the event that a court of competent jurisdiction enters any order, which affects the ability of TCADC to perform its obligation under this Agreement, TCADC shall have the right to terminate this Agreement upon entry of such an order without the thirty (30) day notice requirement.

4. Guarantee of Beds

There will be no guarantee of beds.

5. Jail Services and Facilities

- a. Using Agency shall be entitled to have its adult prisoners, either male or female, pre-sentenced or sentenced in the TCADC, in accordance with available bed space.
- b. Using Agency shall give TCADC at least a one-hour, if possible, notice of its intent to transport a prisoner to TCADC, and shall provide any information required or requested by the Detention Staff of TCADC, including verification of non-juvenile status. Using Agency shall provide TCADC with all relevant records regarding any inmate to be housed at TCADC.
- c. TCADC shall incarcerate and detain on a space available basis, those Using Agency inmates classified for minimum and medium custody that the Using Agency may deliver to TCADC from time to time for incarceration. TCADC may send Using Agency

Taos County & Town of Taos

TCC-2010-022

Page 1 of 4

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prisoners to other Taos County contracted facilities in order for Taos County to keep to the legal limits of a 72-hour holding facility.

- d. TCADC shall provide confinement, safekeeping and maintenance for each prisoner delivered to the Facility. Using Agency prisoners shall be classified and confined in the Facility in accordance with the TCADC Detention classification criteria as promulgated by TCADC. TCADC shall provide all prisoners with a reasonable, clean, safe and wholesome Facility, which it shall keep in good order and repair. Each of the Using Agency prisoners confined at TCADC shall receive good and sufficient food, as well as lighting and heating of the same quality and quantity as provided to other prisoners during their confinement at TCADC.

6. **Applicable Rules and Regulations**

When using the Facility for the confinement of prisoners, Using Agency, its officers, employees, agents, and prisoners shall at all times be governed by the Rules, Regulations and Policies adopted by TCADC relating to confinement and care of prisoners at TCADC, and all policies and procedures in accord with Adult Local Detention Facilities Standards, American Correctional Association Standards, and all federal and state statutes that are applicable.

7. **Compensation**

The Using Agency shall pay to TCADC the rate of one hundred dollars (\$100.00) per day, per inmate for each full or partial day in which the inmate is confined by TCADC either in TCADC'S facility or a Taos County Contracted facility to which the inmate is transferred by TCADC. This rate shall apply to all classifications of prisoners.

If additional services must be provided, which will incur a cost for Using Agency, TCADC shall notify Using Agency prior to providing said services, unless the provision of services is an emergency. An "emergency" is defined as a medical situation; a situation in which the provision of services is required to avoid bodily or property damage; or other situation which requires immediate attention to minimize danger or loss.

8. **Billings**

- a. TCADC shall provide the Using Agency with invoices on a monthly basis with prepared statements for each inmate held in TCADC showing the number of days of confinement and other services provided for any additional charges.
- b. Using Agency shall forward payments to TCADC within 30 (thirty) days of billing. Charges not paid within 30 (thirty) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is lower.

9. **Transportation**

The Using Agency will be responsible for all applicable transportation costs related to the transport of its inmates.

10. **Records**

TCADC shall keep and maintain accurate and current records relating to the confinement of all prisoners, including the initial date of acceptance at TCADC, the confining agency, the detaining source of the prisoner, and the number of days at the Facility.

11. Medical Care

TCADC shall provide routine and ordinary medical care within the TCADC. Any inmate needing medical care not deemed by TCADC to be within the parameters of the routine ordinary care provided at the TCADC shall be provided by an outside source and billed to the Using Agency. (Including, but not limited to medical and/or mental health care provided away from the TCADC, prescriptions and medications, hospitals off-site, hospital charges and costs associated with security coverage provided during a hospital confinement.) TCADC shall obtain approval from the Using Agency for the medical confinement off-site of any prisoner prior to the medical confinement of the inmate, if the confinement is not an emergency. If prior approval is not sought and confinement is not an emergency, then Taos County shall be responsible for medical expenses and obligations.

12. Work Release

Using Agency prisoners shall be allowed to participate in a work release program under the supervision of the TCADC Jail Administrator, provided that the court sentencing order for that prisoner contains authorization for work release. The Jail Administrator shall provide the same screening and supervision of Using Agency prisoners participating in work release as other Taos County prisoners. Using Agency prisoners shall be subject to the same rules, regulations and procedures governing work release privileges as are applicable to Taos County prisoners. Work release is a privilege which can be cancelled at the discretion of the Jail Administrator in accordance with the Work Release Program Guidelines.

13. Parties Responsibility

Each part to this contract, as a political subdivision of the State of New Mexico, shall bear responsibility for the negligence or other fault of its own officers, employees or agents to the extent consistent with the New Mexico Tort Claims Act and other law.

14. Entire Contract

This Contract constitutes the entire contract between the parties relating to the Services to be provided and this contract shall not be modified, amended or rescinded in whole or in part, except by written amendment signed by both parties hereto.

15. Notices

All notices required under this contract shall be sent Certified Mail, Return Receipt requested to:

Taos County Jail Administrator
 105 Albright Street Suite J
 Taos, NM 87571

with copy to: Taos County Manager
 105 Albright Street, Suite A
 Taos, New Mexico 87571

Using Agency: Town of Taos
Chief Rick Anglada
107 Civic Plaza Dr.
Taos, New Mexico 87571

16. **Non-discrimination**

Taos County Administration and Taos County Adult Detention Centers are Equal Opportunity Employers.

17. **General Provisions:**

- a. This contract shall be binding upon the successors and assigns of the parties hereto.
- b. If any of the terms or provision of this Contract shall be adjudicated to be invalid, illegal, or unenforceable, this Contract shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this contract shall not be affected.
- c. This contract may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year above written.

Accepted:
Taos County


Adam S. Baker, County Manager

Date

8/17/10

Town of Taos


Darren Cordova, Mayor

Date

9/1/10

Attest:


Renee Lucero, Town Clerk

Approved As To Form:


Jacob D. Caldwell, Assistant County Attorney

Approved As To Form:


Allen Ferguson, Town Attorney



September 14, 2010

Title:

Allen Ferguson, Town Attorney

Summary:

Consideration and approval of proposed amendments to Sign Code Ordinance 10-17,
continued from July 23, 2010 and August 24, 2010 Town Council Meetings.

Background:

Attachments:

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- 📄 [Ordinance 10-17 for 9-14-10 meeting](#)
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- 📄 [Clean Sign Code for 9-14-10 meeting](#)
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- 📄 [legal](#)
- 📄 [newspaper article](#)
- 📄 [eblast](#)
- 📄 [website](#)

APPROVALS:

Date/Time:

9/7/2010 11:32 AM

Approval:

Approved

Department:

Town Clerk



TOWN OF TAOS ORDINANCE NO. 10-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TAOS AMENDING TITLE 15 CHAPTER 08 OF THE TAOS TOWN CODE (SIGN CODE)

This ordinance amends the sign code of the Town of Taos pertaining to the purposes of the sign code; protection of First Amendment rights; linking the authority of Town officials to public interest standards in making discretionary determinations; removal of reference to a sign permit being a revocable license or privilege only; removal of general prohibition of off-site signage; establishing standards for encroachment permits; omitting a general prohibition against “attention getting devices” as vague and unnecessary; making uniform various provisions requiring removal of signs within a certain time period after a specific event to which they refer; removing certain restrictions on signs on portable structures; removing certain restrictions on signs on inoperable vehicles; making certain provisions related to exemptions from the requirements of the sign code cover all noncommercial signs; removing durational restrictions on decorative lighting; changing dimensional restrictions on noncommercial signs to make them no more restrictive than dimensional restrictions on commercial signs; striking a limitation on the period before an election political signs may be posted; omitting a restriction on certain noncommercial flags; deleting a provision relating to public art; exempting from the requirements of the code all hand-held signs that contain a non-commercial message and remain in a person’s control, replacing a similar provision relating to picketing signs only; clarifying certain definitions; and making certain other, minor changes.

WHEREAS, on December 8, 2009, the Town Council of the Town of Taos enacted Ordinance 09-41 putting in place a new Sign Code for the Town, which was Attachment A to the Ordinance, which Ordinance repealed and replaced the previous Title 15 Chapter 08 [15.08] of the Taos Municipal Code; and

WHEREAS, the said Sign Code of the Town of Taos is in need of certain changes as indicated in the foregoing statement; and

WHEREAS, this amendment is the first action taken by the Governing Body to address community concerns that relate to First Amendment rights, noncommercial signs in general and political and protest signs in particular; and

WHEREAS, the matter of this Ordinance initially came on for public hearing, pursuant to notice, at the Governing Body’s July 23, 2010 special meeting and at that time was continued by the Governing Body to its regular meeting on August 24, 2010; and

WHEREAS, at the meeting of the Governing Body on August 24, 2010, the matter of this ordinance was again continued to the regular meeting of the Governing Body on September 14, 2010 and notice of such continuation was duly published:

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Taos, meeting in Regular Session, this 14th day of September, 2010, and after having held a public hearing on the matter, that this ordinance is hereby adopted, approved and ratified:

Article 1: The Taos Sign Code, Attachment A to Ordinance 09-41 is repealed and replaced by Attachment A to this Ordinance ["Attachment A to Ordinance 10-17 Taos Sign Code (First Amended)"].

Article 2: This Ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, APPROVED, AND RATIFIED this 14th day of September, 2010 by the following vote:

Councilman Rudy Abeyta _____

Councilwoman Amy Quintana _____

Councilman Eugene Sanchez _____

Councilman Michael Silva _____

DARREN CORDOVA
MAYOR
ATTEST:

RENEE LUCERO
TOWN CLERK

APPROVED AS TO LEGAL FORM:

ALLEN FERGUSON
TOWN ATTORNEY

Ordinance 10-17

REDLINED
VERSION

ATTACHMENT A
To Town of Taos Ordinance 10-17
TAOS SIGN CODE (FIRST AMENDED)

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 10-17¶
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15.08.600: DEFINITIONS & ILLUSTRATIONS OF TERMS USED IN THIS ORDINANCE

15.08.700: SEVERABILITY OF THE PROVISIONS

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ORDINANCE**

15.08.710: EFFECTIVE DATE OF THIS ORDINANCE

15.08.720: PENALTY

15.08.100: SHORT TITLE, PURPOSE AND SCOPE OF THIS ORDINANCE

This Ordinance shall be known and cited as the Town of Taos Sign Code or alternatively The Sign Code; and is referred to herein as "this Sign Code."

This Sign Code regulates and governs the size, appearance, construction and placement of all informational, industrial, commercial, trade, or other signage within the jurisdiction of the Town of Taos; by ~~licensing~~ **permitting** and empowering the municipal oversight of same.

This Sign Code furthers substantial municipal government interests in traffic and pedestrian safety, avoiding or reducing visual clutter, and maintaining visual harmony with the outdoor aesthetics of the Taos community while protecting the First Amendment expressive rights of the people.

This Sign Code strives to provide a fair and reasonable treatment of all signage within the Town by ~~mandating licensing~~ **permitting** of permanent signage, **regulation of permanent and temporary signage**, regular oversight, accurate record-keeping, consistent enforcement, and the imposition of fines and penalties for violation of its provisions. It recognizes and assists in the visual communication requirements of the business and civic sectors of the Town of Taos and the accompanying financial investment therein. It encourages the innovative use of contemporary sign design and construction. It seeks to promote a consciousness of basic standards, regular maintenance, and a necessary concern for the esthetics of our unique community and the safety and security of the public.

This Sign Code acknowledges and recognizes the most attractive history, traditions and character of both the Central Business District of the Town of Taos and the Historic Overlay Zone of the Town of Taos.

Wherever this Sign Code grants discretion to the Code Administrator or any other Town official to issue, deny or condition any permit, or to take any other official act under this Code, such discretion shall be exercised only in order to promote the health, safety, welfare (including aesthetic interests) of the community and its residents, and the particular manner in which the discretionary act furthers such municipal interests shall be stated.

With the exception of specific sign regulations listed in the Traditional Neighborhood Development (TND) District, this Sign Code supersedes all references to signage in all other Ordinances of the Town of Taos, Any signage that violates the requirements and restrictions of this Sign Code is prohibited within this jurisdiction.

15.08.200: SIGN PERMITS FOR PERMANENT SIGNS; REGULATORY OVERSIGHT

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Deleted: Any signage that violates the requirements and restrictions of this Sign Code is prohibited within this jurisdiction.

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Immediately upon adoption of this Sign Code it shall be a requirement that any person, corporation, or other entity, shall first obtain from the appropriate agency of the Town of Taos a permit prior to the erection, alteration, or relocation of any permanent signage within the jurisdiction of the Town of Taos.

Immediately upon adoption of this Sign Code the, Office of the Code Administrator or the Code Administrator's designee of the Town of Taos shall be the regulatory agency overseeing, ~~licensing permitting~~ and inspecting all signage within the jurisdiction of the Town of Taos.

15.08.210: APPLICATION FORM FOR PERMANENT SIGNAGE

Every application for a Town of Taos Sign Permit for a permanent sign pursuant to this Sign Code shall be made on the designated form supplied by the Code Administrator of the Town of Taos, and must include the following:

1. The name, mailing address, and business telephone number of the applicant;
2. The physical address of the building, structure, or lot, to which or upon which the proposed signage will be attached or erected;
3. The name, mailing address, and business telephone number of owner of the building, structure, or lot, to which or upon which the proposed signage is to be attached or erected, if not the same as the applicant; together with that owner's written consent to the erection of the signage;
4. A copy of the applicant's Town of Taos Business License for applicants required to hold business licenses;
5. A description or a sketch of the proposed site of the proposed signage, showing its position upon the lot, building or structure in relation to identified adjacent lots, buildings or structures, and public rights-of-way, and any existing signage at that location;
6. A sketch, digital rendering, or a digital photo of the proposed signage itself, clearly displaying its graphic and lettering content, its overall dimensions, the manner and materials of its construction, and the proposed method of attachment to the building or structure, or the ground, where it will be situated;
7. The name, mailing address, and business telephone of the person(s) or entity(s) charged with creating, erecting and attaching the proposed signage;

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8. Such other information as may, from time to time, be deemed necessary by the Code Administrator of the Town of Taos to ensure compliance with this Sign Code and other Ordinances of the Town of Taos;

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15.08.220: FEES AND PENALTIES APPLICABLE TO PERMANENT SIGNS

The basic statutory fee imposed upon all permanent signage permitted pursuant to this Sign Code shall be a non-refundable payment of two (2) dollars per square foot of the entire signage area proposed. Square footage shall be calculated by the Code Administrator or the Code Administrator's designee, as length multiplied by width, in inches, from furthest edge to furthest edge of each face of the signage.

The basic fee imposed upon all signage permitted pursuant to this Sign Code may, from time to time, be adjusted by a resolution of the Town Council of the Town of Taos; and that body may likewise, in the interest of public order, public safety or aesthetics, impose other or additional requirements or surcharges for particular types of signage.

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In conjunction with the oversight and enforcement of this Sign Code the Code Administrator of the Town of Taos is further empowered to assess, impose, and apply those interest-bearing penalties and costs as are set forth herein for Non-Compliant, Unsafe, or Obsolete signage.

15.08.230: ISSUANCE AND DISPLAY OF PERMIT FOR PERMANENT SIGN

It shall be the duty of the Code Administrator of the Town of Taos, or the Code Administrator's designee, to examine all Permanent Sign Permit applications for compliance with the provisions of this Sign Code; to physically examine the premises at which the signage is proposed; to determine if any interest, penalties or costs may be due; and to issue said Sign Permit, or an explanatory denial thereof, within ten (10) business days of the filing of the application. Any explanatory denial of an application must include a statement concerning why the application is denied, citing the specific health, safety, welfare or aesthetic reasons for the denial.

Collection of the basic statutory fee and any and all fees and penalties shall be the duty of the Code Administrator of the Town of Taos, or the Code Administrator's designee; in exchange for which a numerically sequenced, dated, Town of Taos Sign Permit shall be issued.

A current Town of Taos Sign Permit shall be prima facie evidence of compliance with this Sign Code, as well as of the payment in full of all required fees, surcharges, penalties, interest thereon, and costs assessed; and it grants the holder thereof a non-transferable ~~license-permit~~ to display the **approved** signage ~~permitted~~ for the specific location indicated on the ~~license permit application and resulting sign permit~~.

Every recipient of a Town of Taos Sign Permit shall be responsible for retaining said permit and to provide evidence of the permit when requested by the Code Administrator of the Town of Taos, or the Code Administrator's designee.

15.08.240: OVERSIGHT, INSPECTION AND REVOCATION OF SIGN PERMIT

~~A Sign Permit issued by the Town of Taos is a license only, and all privileges granted pursuant to the provisions of this Sign Code are subject to revocation in addition to those other stated fines, penalties, or the imposition of costs, for violation of this Sign Code.~~

The Code Administrator of the Town of Taos or the Code Administrator's designee shall conduct regular inspections of all signage within the jurisdiction of the Town of Taos in order to verify compliance with the provisions of this Sign Code.

The Code Administrator of the Town of Taos or the Code Administrator's designee shall have the authority to enter upon any lot, property, or premises, at any reasonable time and with reasonable notice to the property owner, to inspect the signage thereon or within.

The Code Administrator of the Town of Taos or the Code Administrator's designee shall ascertain that all signage upon a premises or property has been properly permitted and in compliance with the provisions of this Sign Code. Any non compliance shall be subject to the Penalty clause of this chapter.

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15.08.250: REGULATION OF SIGNS

This Sign Code shall be interpreted in a manner that balances First Amendment expressive rights with the interests of businesses and the public safety and aesthetics of the community. It is intended to preserve and advance the unique character of the Town of Taos and its Central Business District, to accommodate the aesthetics of the Historic Overlay Zone of the Town of Taos, and to comply with the import of the Town of Taos Land Use Development Title. To accomplish these purposes, some forms of signage within the jurisdiction of the Town of Taos must be prohibited.

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Notwithstanding any prohibition or constraint imposed by this Sign Code, an applicant whose request for a Sign Permit has been denied, or an individual or entity upon whom a fine, penalty, or costs has been imposed, may apply for relief from same as herein set forth.

15.08.260: SPECIFICALLY PROHIBITED TYPES OF SIGNS

1. Signage that flashes, blinks, rotates, or varies its degree of internal illumination is specifically prohibited;
2. Signage with mechanically moving parts is specifically prohibited;

3. Signage utilizing or incorporating audio devices is specifically prohibited;
4. Billboards are specifically prohibited;
5. Commercial off site signage is specifically prohibited except as permitted elsewhere in this Code.

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- ~~5. Signage not situated at the physical site where the sale of the goods or services referred to are, or will be, provided, or where the event announced occurs or will occur, is specifically prohibited;~~

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6. Signage which obstructs the view of an operator of any motor vehicle upon any right-of-way, as determined by the Clear Sight Triangle as defined within the Town of Taos Land Use Development Title, or as may hereafter be defined therein, or as defined by the Town of Taos Access Management Manual or its successor documents, or as may hereafter be defined therein, is specifically prohibited;

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7. Signage erected or placed on the ground within, or suspended or projecting above, a right-of-way, is specifically prohibited. Directional, safety and construction related signs or other signs placed within or above a right-of-way by or with the permission of a governmental entity with jurisdiction is excepted from this prohibition, provided there is a valid and substantial public health, safety, welfare or aesthetic reason for such signage.

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8. Signage bearing a similarity in style or design with commonly seen traffic signs or signals, and making use of such words as "stop," "look," "danger," or similar phrase or symbol, which tend to mislead, confuse, or impede the orderly flow of either pedestrian or vehicular traffic, is specifically prohibited;
9. Signage illuminated by floodlights or spotlights not complying with the Dark Skies Ordinance of the Town of Taos is specifically prohibited;
10. Signage that restricts the free ingress or egress of any sidewalk, window, door, or fire exit, is specifically prohibited;
11. Signage projecting above a roof line, eave, or parapet, ~~or which protrudes horizontally beyond the property line upon which it is located,~~ is specifically prohibited;
12. Signage spanning any public walkway or public access area whose lower edge is less than seven (7) feet above the average grade below, is specifically prohibited;

13. Signage that is hazardous, or in ~~dilapidated and dangerous~~ physical condition, or from which nails, tacks, screws, wires, or sharp objects of any nature may protrude, is specifically prohibited;
14. ~~Commercial~~ signage constructed of cardboard, paper, cloth, or other non-durable material, is specifically prohibited;
15. Signage attached to a tree, fence, utility pole, transit facility enclosure, or street seating, ~~or within or adjacent to~~ any public right-of-way, is specifically prohibited;
16. Inflatable signs are prohibited within the Town of Taos.
17. ~~Commercial~~ monopole signs are prohibited within the Town of Taos.
18. Commercial sign walkers are prohibited within the Town of Taos.
19. ~~Commercial~~ mobile signage other than as specifically permitted by this sign code is prohibited.
20. The use of neon or LED or similar device to graphically outline any building, exterior walls, fence or other structure is prohibited.
21. ~~Commercial~~ signage placed on or affixed to a sidewalk or stairs unless specifically permitted by this Sign Code.

15.08.270: **NONCOMPLIANT, UNSAFE, OBSOLETE SIGNS**

Upon the determination of the Code Administrator of the Town of Taos that any signage within this jurisdiction does not comply with the provisions of this Sign Code, a written order shall be issued to the holder of the Sign Permit, or to the owner, agent, entity or individual enjoying the beneficial use of the premises, structure, or lot upon which the non-compliant signage is situated, or both, to take down and remove same within ten (10) days; after which the non-compliant signage may be removed by the Town of Taos with the costs of removal assessed against the holder of the Sign Permit, or the non-compliant owner, agent, entity or individual, or both and the property owner ~~or other person who has violated the Sign Code~~ will be subject to the penalty clause of this chapter.

Upon the determination of the Code Administrator of the Town of Taos that any signage within this jurisdiction is in violation of this Sign Code by reason of being situated or intruding upon a public right-of-way, or creating an immediate danger or peril to public safety, a verbal notification shall be issued to the holder of the Sign Permit, or to the owner, agent, entity or individual enjoying the beneficial use of the non-compliant signage, or both, to take down and

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remove same within twenty-four (24) hours or such shorter period as public safety may require in the circumstances; after which the non-compliant signage may be removed by the Town of Taos with the costs of removal assessed against the holder of the Sign Permit, or the non-compliant owner, agent, entity or individual, or both and the property owner will be subject to the penalty clause of this chapter.

Upon the determination of the Code Administrator of the Town of Taos that any signage within this jurisdiction is obsolete or abandoned and no longer advertises or informs of a bona fide, existing business or trade, or a product or service being offered at any premises, structure, or lot, **or advertises or promotes a person and/or place and/or event for a fixed date that has passed**, a written or verbal notice shall be issued to the holder of the Sign Permit, or to the owner, agent, entity or individual enjoying the beneficial use of the premises, structure, or lot upon which the non-compliant signage is situate, or both, to take down and remove same within seventy two (72) hours; after which the non-compliant signage may be removed by the Town of Taos with the costs of removal assessed against the holder of the Sign Permit, or the non-compliant owner, agent, entity or individual, or both and the property owner will be subject to the penalty clause of this chapter.

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Upon the removal of any non-compliant, unsafe, obsolete or abandoned signage, the building, structure, or lot from which the signage is removed shall, within ten (10) days thereafter, be cleaned, patched, painted, or otherwise remediated by the owner, agent, entity or individual responsible for the premises. All supports, stanchions, brackets, mounts, attachments, or other sign-connecting devices shall be removed, leaving no visible evidence. The Code Administrator of the Town of Taos or the Code Administrator's designee shall thereafter inspect and certify compliance; or alternatively, issue written notice for further remediation within a specified time, after which the non-compliant remnants may be removed or remediated by the Town of Taos, and the costs of same assessed against the non-compliant owner, agent, entity, or individual responsible and the property owner will be subject to the penalty clause of this chapter.

15.08.280: TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT – APPLICABLE SECTIONS

The Traditional Neighborhood Development (TND) District contains specific regulations for signage and sections 15.08.310, 15.08.320, and 15.08.370 of this chapter do not apply to signage but are subject to the applicable regulations and restrictions listed in under the TND District however all signage within the TND District are subject to all other provisions of this Sign Code.

15.08.300: GENERAL REGULATION OF PERMITTED SIGNS

All permanent, commercial signage within the jurisdiction of the Town of Taos, whether informational or for identification purposes, shall relate to the purpose of the specific business entity displaying same; shall be consistent, upon any premises, in basic design, style, color and manufacture; and shall comply with the provisions of this Sign Code in all respects.

15.08.310: NUMBER OF PERMANENT SIGNS PERMISSIBLE ON PREMISES OR LOT

- A. All signage within the jurisdiction of the Town of Taos advertising the business conducted upon a parcel is limited to the following
 - a. Three (3) permanent signs per premises, building or location; whether they be freestanding, monument, window or wall signs;
 - b. Each business may elect to use either a banner or portable sign instead of one of the three permanent signs. Under no circumstances shall more than one such sign be placed on the premises.
 - c. Properties located outside of the Historic Overlay Zone of the Town of Taos may place up to three informational wall signs per façade on the exterior of the building. Informational signs shall not exceed three square feet in area and are not calculated in the total sign area permitted.
- B. In the case of a motel or hotel having an on-premises assembly or meeting room, or an on-premises performance or motion picture theater, an additional, one (1), double faced marquee sign may be permitted and is not included in the calculation of the total sign area permitted.
- C. See section 15.8.370 for the number of signs permitted for multi-tenant centers.

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15.08.320: BASIC DESIGN, DIMENSIONS AND MANUFACTURE OF PERMANENT SIGNS

All signage within the jurisdiction of the Town of Taos must adhere to the following minimum standards:

- a. Whenever possible and practical, the street address of the premises upon which the signage is located shall be prominently incorporated and clearly visible to the public provided it is not greater than three square feet in area. The area used to identify the street address shall not be calculated in the sign area permitted;
- b. If a decorative trim, whether of wood, simulated wood, metal, or other material surrounds the signage it may be excluded in determining the permissible area of the signage as follows:

- i. For a sixty (60) square foot sign, trim width shall not exceed six (6) inches;
 - ii. For a forty (40) square foot sign, trim width shall not exceed five (5) inches;
 - iii. For a twenty (20) square foot sign, trim width shall not exceed four (4) inches;
- c. Freestanding, projecting, and monument signage may display two (2) faces, and shall be engineered to withstand a gusting wind velocity of seventy-five (75) miles per hour; and bear a dead-weight load as set forth in the Building Code of the Town of Taos. Only one sign face of a double faced sign shall be calculated in the sign area permitted;
- d. All projecting and hanging signs shall provide a minimum of seven (7) feet of vertical clearance from the average grade below the sign.
- e. Window signage shall not exceed twenty percent (20%) of the window area.
 - i. Display windows are not restricted in the number of items placed within the display area and are not considered signage.
 - ii. The total window area provided on the first floor of a façade may be totaled together to arrive at the permitted area of a window sign or signs.
- f. No signage may be constructed of, or incorporate, any reflective material or internal illumination that will constitute a visual hazard to drivers along public rights-of-way; nor may they be painted, in whole or in part, with fluorescent colors.
- g. Each premise shall be allowed up to a maximum of sixty (60) square feet of sign area. See section 15.8.370 for the allowable sign area for multi-tenant properties.
- h. Free-Standing and monument signs within the central business district and/or the Historic Overlay Zone shall not exceed twelve feet (12') in height and signs located in other districts shall not exceed twenty feet (20') in height or the height limit of the zoning district in which the property is located, whichever is lower.
- i. Wall signs are limited to ten percent (10 %) of the area of the façade to which it is affixed.

- j. The area of a wall sign consisting of cutout lettering and logo, with no borders or background defined on the building wall, or signs constructed of carved wood or similar material that provides articulation and depth to the sign, will be calculated at one-half ($\frac{1}{2}$) of the area of the smallest rectangle that will wholly contain all the letters and logo.

15.08.330: THE CENTRAL BUSINESS DISTRICT AND THE HISTORIC OVERLAY ZONE – SPECIAL RULES, REGULATIONS, AND RESTRICTIONS.

1. The Central Business District and the Historic Overlay Zone of the Town of Taos are those areas so defined by the Land Use Development Title of the Town of Taos Code, or by any officially adopted map of the Town of Taos, and any amended description as may hereafter be enacted by the Town of Taos.
2. All signage within the Central Business District of the Town of Taos and the Historic Overlay Zone of the Town of Taos shall comply with the special regulations, particular restrictions, or prohibitions of this section in addition to the general provisions of this sign code.
 - a. External signage that is internally lit is prohibited within the Historic Overlay Zone and the Central Business District of the Town of Taos unless said has been found to be of historic significance and contributes to the property's listing on the local, state, or national register of historic places;
 - b. Internally lit static signage may be placed in a window or windows provided that the total signage placed in the window or windows does not exceed twenty percent (20%) of the window area. The total window area provided on the first floor of a façade may be totaled together to arrive at the permitted area of a window sign or signs.

15.08.340: TEMPORARY SIGNS AND PORTABLE SIGNS – SPECIAL RULES

1. Temporary signage is any poster, banner, or other advertising or informational device not constructed, displayed or intended for long term purposes. It includes signage which directs attention to a business, product, service, or entertainment conducted, sold or offered at a location other than the premises or lot on which the signage is located. A temporary sign includes decorative displays for holidays or public demonstrations.
2. Portable signage is any poster, banner, or other advertising or informational device which is self supporting and is easily relocated by its owner. Portable signs shall not

exceed an overall area of six (6) square feet per sign face and shall not to exceed two sign faces. Portable signs with wheels attached are not permitted. A portable sign may also be temporary signage. See section 15.8.350 for special rules for mobile signs.

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3. All temporary and portable signage within the Town of Taos must comply with the provisions of this Sign Code subject to the exceptions set forth in Section 15.08.410 below. Special regulations, and particular restrictions or prohibitions, may apply pursuant to the provisions of this Sign Code and in the judgment of the Code Administrator of the Town of Taos, which judgment shall be exercised to promote public health, safety or welfare, including aesthetic interests, along with a statement of the particular public interest served by a particular judgment,
4. All temporary signage which shall be suspended and anchored to a device other than a wall, portal or other structure, must receive prior approval from the Code Administrator or the Code Administrator's designee prior to being suspended, based upon applicable public health, safety or welfare (including aesthetic) considerations, which shall be stated.
5. **Temporary Event announcement signs:**
 - a. A single temporary on-site announcement sign advertising the occurrence of a specific community, civic, commercial or other event upon the premises is allowed, provided said sign does not exceed sixteen (16) square feet in over-all dimension, nor exceed eight (8) feet in height.
 - b. Up to six (6) temporary announcement signs may be placed off-site, provided each do not exceed eighteen (18) inches by twenty-four (24) inches in over-all dimension and is no greater than three (3) feet in height and said signs are placed with the permission of the property owner.
 - c. All temporary announcement or attention-attracting signage for community events, occurrences or performances constructed of fabric or other non-rigid material, designed to be displayed by suspension off-site is subject to the prior approval, as to public safety and community standards, by the Code Administrator of the Town of Taos or the Code Administrator's designee.
 - d. Any such commercial signage may be erected no earlier than fourteen (14) days prior to the event announced; and all such commercial and noncommercial signage must be removed by the responsible entity or individual, within three (3) days of the event's conclusion.

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15.08.350: MOBILE SIGNS – SPECIAL RULES

Vehicles are permitted to have permanent or temporary commercial ~~or noncommercial~~ signage affixed to the body of the vehicle however said signage shall not be affixed to the glazing of a vehicle in a manner that obstructs a driver's vision.

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15.08.360: CONSTRUCTION SIGNS – SPECIAL RULES

Construction signage is that which identifies an architect, builder, contractor, subcontractor, material supplier, financing entity or others participating in any construction, design or alteration on the property on which the signage is located. It may also include a picture or representation of the structure under construction. By its nature, construction signage is temporary signage.

All construction signage within the Town of Taos shall be no larger than twenty-four square feet in area and no greater than six feet (6') in height.

15.08.370: MULTI-TENANT CENTERS – SPECIAL RULES

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The following special rules apply to multi-tenant centers in addition to all general rules for signs. Each business within a multi-tenant center is permitted the number signs as listed under §15.08.310 A and is subject to the limitations set forth in §15.08.320. Each business in the multi-tenant center may have up to sixty (60) square feet of signage, however all such signs must also comply with the special rules contained within this section.

Multi-tenant centers are those premises where two (2) or more businesses share a common building or location. Multi-tenant centers are required to submit a Master Sign Program to the Code Administrator for approval. The submitted Master Sign Program should encourage design compatibility for all businesses within the multi-tenant centers and to foster integration of signage with the architectural style of the building or complex of buildings.

The Master Sign Program establishes additional standards and criteria for all signage within and about the building or complex of buildings of the multi-tenant center. It anticipates uniformity in signage materials and design; it sets requirements for all signage locations and their illumination; it differentiates between those signs situated out of view of the public roadways and those signs specifically intended for attracting or informing the passing public on public highways and roadways.

The owner, builder, manager or promoter of the multi-tenant center shall submit a Master Sign Program to the Code Administrator of the Town of Taos prior to the issuance of any Sign Permit for the over-all premises or for any unit thereof. All permanent signage at or upon the multi-tenant center shall be fully described in the Master Sign Program and approved by the Code

Administrator of the Town of Taos. That approval shall thereupon become binding upon present or future tenants or occupants of that multi-tenant center, notwithstanding that each must obtain their own Sign Permit in accordance with the provisions of this Sign Code and said Master Sign Program

The owner, builder, manager or promoter of the multi-tenant center must submit subsequent amendments to any Master Sign Plan, together with an affidavit of necessity, to the Code Administrator of the Town of Taos for approval.

Multi-tenant centers are permitted the following forms of signage:

1. Free standing or monument sign or signs are permitted along each street frontage advertising the name and street address of the center and the names of the tenants of the center.
 - a. The street address of the center shall be no greater than three (3) square feet and shall be excluded from the calculation of the sign area.
 - b. The name of the center shall be no greater than ten percent (10%) of the sign surface and shall not be included in the calculation of the sign area.
 - c. Each multi-tenant center is permitted one square foot of free standing or monument signage per three (3) linear feet of street frontage.
 - d. The face of a multi-tenant monument or free standing sign listing the tenants located therein shall not exceed sixty (60) square feet.
 - e. Regardless of the length of the street frontage of the multi-tenant center, all multi-tenant free standing and monument signs shall be allowed a minimum of seventeen (17) square feet of signage per sign face.
 - f. Multi-tenant center free standing and monument signs may be double sided and only one face of the sign shall be included in the calculation of the sign area.
 - g. Individual multi-tenant free standing and monument signs may not be closer than one hundred (100) feet to one another.
2. Wall signs:
 - a. A multi-tenant center may erect, or apply, one (1) wall sign with the name of the center on a plane parallel with the exposed face of the main building's wall.

- i. A multi-tenant center name wall sign shall not extend above the roofline or parapet of the front façade of the structure.
 - ii. The multi-tenant center name wall sign shall not exceed ten percent of the total building façade to which it is affixed.
- b. Each tenant space within a multi-tenant center is permitted one wall sign.
 - i. Tenant wall signs are limited to ten percent (10%) of the façade of the tenant space to which the sign is affixed however a minimum of twelve square feet of wall sign area is permitted per tenant space.
 - ii. Tenant wall signs may be located at the tenant space or at a common location that functions as a directory or both provided the total square footage does not exceed the permitted sign area.

3. Window signs:

- a. Window signage shall not exceed twenty percent (20%) of the window area.
- b. Display windows are not restricted in the number of items placed within the display area and are not considered signage.
- c. The total window area provided on the first floor of a façade may be totaled together to arrive at the permitted area of a window sign or signs.

4. Portable signs and banners:

- a. All portable signs must be placed a minimum of twelve feet (12') apart.
- b. All banners must be attached to the façade of the tenant space.

5. Directional signage:

- a. Multi-tenant center directional signage visible from public roadways, specifying "entrance," "exit," or displaying the premise's logo or street address, shall not exceed four (4) square feet in overall area nor exceed three (3) feet in height, and may be double-faced.
- b. Directional signage located within the multi-tenant center and not adjacent to a public right-of-way may be applied as approved by the Code Administrator within the Master Sign Program for the multi-tenant center.

15.08.380: REAL ESTATE SIGNS – SPECIAL RULES

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All real estate signage within the Town of Taos must comply with the provisions of this Sign Code ~~applicable to temporary signs~~. Special regulations, and particular restrictions or prohibitions, apply pursuant to this section of this Sign Code.

1. Improved residential properties:

- a. Real estate signage advertising the sale, rental or lease of an improved residential premises or lot upon which it is located is limited to one (1) such sign, which may be double-faced, and which shall not exceed six (6) square feet in overall dimension per sign face, nor exceed five (5) feet in height above the average grade below. Such signage shall be removed within ~~three~~ (3) days of the rental, leasing or sale closing of the property.

2. Improved commercial, industrial, or agricultural properties:

- a. Real estate signage advertising the sale, rental or lease of an improved commercial, industrial or agricultural premises or lot upon which it is located is limited to one (1) such sign, which may be double-faced, and which may not exceed twelve (12) square feet in overall dimension per sign face, nor exceed eight (8) feet in height above the average grade below. Such signage shall be removed within ~~three~~ (3) days of the rental, leasing or sale closing of the property.

3. Unimproved properties:

- a. Real estate signage advertising the sale, rental or lease of any unimproved lot is limited to one (1) such sign per street frontage, each of which may be double-faced. In the case of such lot(s) being less than ten (10) acres in size, a single sign may not exceed eight (8) square feet in overall dimension per sign face, nor exceed eight (8) feet in height above the average grade below, nor may the aggregate square footage of all such signage exceed thirty-two (32) square feet in combined ~~dimension~~ (each sign area being calculated as the area of a single face to arrive at the combined dimension). In the case of such lot(s) being greater than ten (10) acres in size, a single sign may not exceed sixteen (16) square feet in overall dimension (each sign area being calculated as the area of a single face to arrive at the combined dimension), nor exceed sixty-four (64) square feet in combined dimension.

15.08.400: PRE-EXISTING PERMANENT SIGNS

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Immediately upon adoption of this Sign Code no permanent informational, industrial, commercial, trade, or other signage shall be permitted within the jurisdiction of the Town of Taos except as specifically permitted by, and in compliance with, this Sign Code; however, all presently existing permanent signs shall be deemed allowable to the following extent:

1. PRE-EXISTING PERMANENT SIGNS:

- a. Existing permanent signage within this jurisdiction, as well as existing permanent signage in any other jurisdiction subsequently annexed into the Town of Taos, that is not in compliance with this Sign Code shall be allowed to continue to be used as legal non-conforming signage until such time that said signage is altered, improved, or replaced.
- b. Alteration, improvement, or replacement of any one legal non-conforming sign located on the premises shall require all permanent signage upon the property to conform to this Sign Code.
- c. Re-facing of a faded or similarly compromised sign that continues to advertise the same business upon the property shall not cause said sign to lose its legal non-conforming status.

2. PRE-EXISTING PERMANENT SIGNS - CHANGE IN OWNERSHIP, USE OR PURPOSE DURING GRACE PERIOD: Should there be a change in ownership, use or purpose of the building, structure, lot, or premises, upon which a legal nonconforming sign exists, said signage shall lose its temporary designation and must immediately comply with the provisions of this Sign Code.

15.08.410: EXEMPT SIGNS

The following classes of signs are exempt from the requirements of the Sign Code except to the extent stated in this section or as determined by the Code Administrator based upon particular, specified public health, safety, welfare or aesthetic considerations.

1. BULLETIN BOARDS: A single on-site exterior bulletin board, upon which public notices are temporarily affixed without charge therefore, is exempt from the provisions of this Sign Code provided it does not exceed eight (8) square feet per each sign face, nor exceed seven (7) feet in overall height.

2. CIVIC, CHURCH, SERVICE CLUB, POLITICAL, ELECTION CAMPAIGN AND OTHER NON-COMMERCIAL SIGNS:

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a. One permanent on-site civic, church,

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b. A reasonable number of off-site civic, church,

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- a. Permanent, on-site civic, church, service club, political, election campaign, or other non-commercial signs or emblems, whether for a charitable purpose, a religion, a candidate, a cause, an idea, an ideology, or any other non-commercial purpose, are exempt from this Sign Code except that they are subject to the same number per property, dimensional and height requirements applicable to permanent commercial signs as set forth above, including in Sections 15.08.310 and 15.08.320. Such signage is in addition to allowable temporary signage.
- b. A reasonable number of off-site civic, church, service club, political, election campaign or other noncommercial signs or emblems are exempt from the provisions of this Sign Code, provided they are not illuminated and each does not exceed three (3) square feet in over-all dimension, nor exceed five (5) feet in height. Such signs may be double faced.
- c. Additionally, noncommercial entities may place a sign upon up to two off-site sign structures which hold the signs of multiple civic, church, service club and/or other noncommercial entities provided said sign structure is no greater than sixteen (16) square feet in over-all dimension per face, and does not exceed eight (8) feet in height. Said sign structure may be double faced.
- d. If noncommercial signage pertains to a particular election or other time-specific event, it shall be removed within three (3) days after the conclusion of event to which it pertains.
- e. Noncommercial signs are subject to the applicable prohibitions set forth in Section 15.08.260 above, including but not limited to Paragraph 7 thereof, prohibiting the placement of signs in public rights-of-way.

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TEMPORARY COMMUNITY, CIVIC, OR COMMERCIAL EVENT ANNOUNCEMENT SIGNS:

- a. ~~A single temporary on-site announcement signs advertising the occurrence of a specific community, civic, or commercial event upon the premises may be granted an exemption from the provisions of this Sign Code provided said sign does not exceed sixteen (16) square feet in over-all dimension, nor exceed eight (8) feet in height.~~
- b. ~~Up to six (6) temporary announcement signs may be placed off-site, provided each do not exceed eighteen (18) inches by twenty four (24) inches in over all dimension and be no greater than three (3) feet in height.~~

- c. ~~Any such signage, if permitted, may be erected no earlier than fourteen (14) days prior to the event announced, and all must be removed by the responsible entity or individual, within three (3) days of the event's conclusion.~~

3. DIRECTIONAL SIGNS:

- a. On-site informational or directional signs bearing arrows or legends such as "self-service," "drive-through," "parking," "closed," "open," "exit," "entrance," "office," "restrooms," or food establishment menu displays, ~~are~~ exempt from the provisions of this Sign Code, provided they do not exceed two (2) in number per premises, nor six (6) square feet per each sign face.
- b. Directional signs shall not exceed three (3) feet in height above the average grade below.
- c. The name or logo of the business, which may appear on such signage, may not exceed twenty-five (25) percent of the sign's overall dimension.
- d. There shall be no restrictions on similar informational or directional signs which are both wholly within the confines of the premises and not visible from any public right-of-way.

4. DIRECTORY SIGNS:

On-site exterior directory signs advising of the occupants or tenants within a structure or premises that are not visible from any public right-of-way do not require a sign permit and are wholly exempt from the provisions of this Sign Code.

~~OFF-SITE COMMUNITY EVENT FLAGS, BANNERS, BUNTING: All temporary announcement or attention attracting signage for community events constructed of fabric or other non-rigid material, designed to be displayed by suspension off-site which is advisory of an event, occurrence, or performance, is subject to the prior approval, as to public placement and community standards, by the Code Administrator of the Town of Taos or the Code Administrator's designee.~~

5. GARAGE SALE AND YARD SALE SIGNS:

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a. Political election and campaign signs and other noncommercial signs, whether for a candidate,

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a. One (1) on-site temporary sign announcing a garage or yard sale event shall be wholly exempt from the provisions of this Sign Code provided it is located on the premises where the sale is to be held.

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b. No more than three (3) off-site temporary signs announcing a garage or yard sale event shall likewise be wholly exempt from the provisions of this Sign Code provided they are posted with the consent of the owner of the premises.

c. Such signage shall not be displayed for a period of more than five (5) consecutive days prior to the event and must be removed by the entity or individual who posted them within three (3) days of the conclusion of the event.

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6. _____ GASOLINE STATION PRICE SIGNS:

a. One on-site single or double faced gasoline price sign is wholly exempt from the provisions of this Sign Code provided they do not exceed twelve (12) square feet per each sign face and do not bear any advertising other than a gasoline brand name.

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b. No more than one (1) double-faced price sign is permissible at any one location, and the same may be mounted atop an otherwise lawfully permitted free-standing sign.

7. _____ GOVERNMENTAL, SCHOOL, AND HOSPITAL SIGNS: Signage erected, posted, or displayed by federal, state or local governmental authorities or a hospital are wholly exempt from the provisions of this Sign Code however no internally lit signs are permitted within the Historic Overlay Zone.

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8. _____ GOVERNMENTALLY SPONSORED WAY FINDING: Way-finding sign sanctioned by the Town of Taos and/or the State of New Mexico are wholly exempt from the provisions of this Sign Code however no internally lit signs are permitted within the Historic Overlay Zone.

9. _____ MEMORIAL AND COMMEMORATIVE TABLETS: On-site memorial signage or commemorative tablets are wholly exempt from the provisions of this Sign Code provided they are permanently attached to the building or structure to which they refer and do not exceed three (3) square feet in overall size.

10. _____ LED OR NEON WINDOW SIGNS:

a. Interior static neon, LED, or otherwise illuminated window signs displaying messages such as "open" or advertisements are wholly exempt from the provisions of this Chapter provided they do not exceed, cumulatively, three (3) square feet in total signage area.

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b. LED or similarly lit changeable message signs shall be considered static provided that the message is not animated and the message that is displayed does not change on a cycle of less than five (5) minute intervals.

11. **FLAGS:** The display of national, state, municipal ~~or other noncommercial~~ flags is wholly exempt from the provisions of this Chapter provided the flags are suitably maintained, securely mounted, their display creating no impediment to traffic, no danger or peril to public safety. ~~Commercial~~ flags, banners or bunting are subject to the provisions of this Sign Code in all respects.

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12. **RESIDENTIAL AND STREET ADDRESS SIGNS:** On-site exterior residential identification signs and private street address signs are wholly exempt from the provisions of this Sign Code provided they do not exceed three (3) square feet per each sign face.

13. **SALES SIGNS:**

a. On-site business signage announcing temporary sales events, or other notices to the public, is wholly exempt from the provisions of this Sign Code provided the sale sign is no greater than three (3) square feet.

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b. It may be posted only on the interior of the window(s) of the business and may be displayed for a period of no more than thirty (30) consecutive days.

c. An exterior banner may be used as a sale sign but shall be considered one of the three permitted permanent signs for the business and shall comply with the provisions of this Sign Code.

14. **TIME AND TEMPERATURE SIGNS:** On-site displays or signs informing of the time and/or temperature, whether free-standing or attached to a structure, may not exceed twelve (12) square feet per each face, nor exceed an overall height of six (6) feet, and are subject to the prior approval, as to public placement and community standards, by the Code Administrator of the Town of Taos or the Code Administrator's designee.

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a. Time and temperature signs are not permitted within the Town of Taos Historic Overlay Zone.

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15. Signs required by law to conduct business for approved uses within any Town of Taos zoning district are wholly exempt from the provisions of this Sign Code.

16. Residential subdivision signs that are no larger than twelve square feet in area and no greater than six feet in height and located at the main intersection or intersections entering into the subdivision are exempt from the provisions of this sign Code.

~~20. Picketing signs are limited to one double faced sign per individual. Hand held signs that contain a non-commercial message, including picketing, boycott, and protest signs, that remains in that a person's control at all times but are otherwise wholly exempt from this sign code.~~

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Deleted: Forms of public art that do not advertise a particular product, service, or good and in the Historic Overlay Zone must receive a certificate of appropriateness relative to the placement of the art on the property from the Town of Taos Historic Preservation Commission prior to installation.¶

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15.08.500: RELIEF FROM THE REQUIREMENTS OF THIS SIGN CODE

The Planning and Zoning Commission shall have the power to grant variances of this chapter by following the town's land use development title, title 16 of the Taos Town Code, procedures and requirements for notice, hearing and grounds for granting variances. The commission shall also have the power to recommend extensions of time to comply with this chapter if they are satisfied that the person seeking the extension has put forth good faith effort to comply.

Nevertheless, no variance from the provisions of this Sign Code may allow more than a twenty (20) percent increase in the size, surface area, height or other signage dimension set forth in this Sign Code.

Further, the granting of any variance from the provisions of this Sign Code may provide singular relief from a real economic hardship or business-related constraint, and does not over-ride, rescind, negate, nor permanently amend, any portion of the provisions of this Sign Code.

15.08.510: BASIS FOR GRANTING RELIEF

The Planning and Zoning Commission of the Town of Taos, in hearing and deciding upon any application for a variance from the provisions of this Sign Code, may properly consider a balance between the following:

1. That a literal application of the provisions of this Sign Code would cause undue financial or other hardship to the applicant because of conditions that are unique to the building, structure, premises, or lot, upon which the proposed signage is to be situate;
2. That the granting of applicant's request for a variance from the provisions of this Sign Code would not be materially detrimental to the public, or to property

owners, or existing businesses, in the immediate vicinity of the proposed signage;

3. That the granting of applicant's request for a variance from the provisions of this Sign Code would not be contradictory to the intent, general purposes and objectives of this Sign Code, the Town of Taos Land Use Development Title, nor any other Ordinance of the Town of Taos;
4. That, in the case of multi-tenant centers, the requested variance nevertheless substantially meets the goals of the Town of Taos Vision 2020 Master Plan or its successor Master Plan, Comprehensive Plan or similar document approved by the Taos Town Council;
5. That, in the case of multi-tenant centers, the requested variance assures that signage visible from public rights-of-way do not exceed the design and dimension requirements set forth elsewhere in this Sign Code.

15.08.520: APPEAL OF THE DECISION PLANNING AND ZONING COMMISSION OR THE CODE ADMINISTRATOR

In regard to appeals of the decision of the Planning and Zoning Commission or of the Code Administrator, all such appeals shall be conducted as provided in §16.12.080 of the Taos Town Code.

15.08.600: DEFINITIONS AND ILLUSTRATIONS OF TERMS USED IN THIS ORDINANCE

For the purpose of interpreting the intent of any portion of this Sign Code, all language used shall be interpreted in accord with common English usage, definitions, and meanings and as may be defined in the most recent edition of Webster's Collegiate Dictionary, except that the following words, terms and phrases shall have these more specific meanings ascribed to them, respectively:

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Abandoned Sign: Any sign that is in a state of disrepair or is located upon a vacant premises.

A-Frame Sign: A self supporting sign consisting of two equal faces that is easily relocated.

Deleted: AdStep™ & AdWalk™.
Signage affixed to a sidewalk or stairs.
[Are these terms used anywhere in the Sign Code? If not, the definition should be stricken.]¶

Animated Sign: A sign whose face changes to simulate motion or changes messages in intervals of less than five (5) minutes.

Area of a Sign: The product of the width multiplied by height of the sign face that identifies a business, product, or provides other information placed on the sign face. For signs using cutout lettering it is the product of the area of the smallest rectangle that will wholly contain all of the letters and logo.

Audio Device: Any device which emits a sound that is audible to the general public.

Banner: A temporary sign constructed of cloth, paper, plastic or other non-rigid material that is affixed to a structure through grommets by rope, hooks, or similar anchors.

Billboard: Free-standing, rigidly supported signs advertising goods, products, or services of dimensions larger than those permitted by this Code for the location involved.

Deleted: not available on the site where the sign is located

Bulletin Boards: Cork backed boards or boards surfaced with similar material that allow for temporary signs to be affixed to said surface with a tack, staple, or similar anchor.

Business License: A license issued by the Town of Taos to conduct business with the Town of Taos and to collect taxes due to the Town of Taos.

Central Business District: The area as depicted as the Central Business District upon the most recently approved zoning map of the Town of Taos.

Civic, Church, Service Club Political, Election Campaign and Other Non-commercial Signs: signs identifying a religious, civic, philanthropic or other noncommercial organization or containing any noncommercial message that such an organization or an individual wishes to convey.

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Code Administrator: The Code Administrator of the Town of Taos, appointed and having authority as set forth in § 16.12 of the Taos Town Code.

Commercial sign walker: Any person who carries a sign in any manner that displays a commercial message. Commercial sign walkers are prohibited within the Town of Taos.

Construction Sign: Construction signage is that which identifies an architect, builder, contractor, subcontractor, material supplier, financing entity or others participating in any construction, design or alteration on the property on which the signage is located.

Civic, Community, Commercial or Other Event Announcement Signs: ~~A temporary sign which announces an~~ **An** event that is open to the general public, usually conducted on public property or **within** a public building, and is **otherwise unusual**. **A "Sales Event", "Sale", or other standard commercial promotion does not constitute a Civic, Community, or Commercial or other Event. not held for the benefit of a for-profit entity.**

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Dark Skies Ordinance: Town of Taos Ordinance 99-2.

Directional Signs: Signs that guide a pedestrian or vehicle to an entrance, exit, or similar function on a property.

Directory Sign: A sign listing multiple tenants that are located on the premises and may or may not include a map depicting the location of tenants.

Drive-Through Menu Sign: A sign located at the entrance to a drive-thru that provides a menu of items that may be purchased from a vehicle at a pick-up window.

Externally Illuminated Sign: A sign which is illuminated by a light source external to the sign structure that complies with the Town of Taos Dark Skies Ordinance. Said external illumination may be placed in front of or behind the sign provided it is external to the sign structure.

Façade: The exterior surface of a wall of a building or other structure such as a retaining wall or landscape wall.

Flag: A rectangular piece of cloth depicting the symbols associated with a nation, state, city, town, or corporation or other organization.

Flashing Signs: Any sign which rapidly changes its illumination.

Free Standing Sign: A permanent sign supported by two (2) pole structures with the sign face or faces affixed between the supporting poles.

Garage Sale & Yard Sale Signs: Temporary signs used to advertise sales at residential properties.

Governmental Sign: Any sign identifying the location of a public building, street, or activity.

Hanging Sign: A sign affixed to the ceiling of a portal or similar structure over a sidewalk or a walkway.

Height of a Sign: The distance measured from the average grade of the foundation of the sign structure to the highest portion of the sign structure.

Historic or Commemorative Marker: A marker placed upon a building, structure, property, or embedded in a sidewalk listing its inclusion on the local, state, or national register of historic places or in commemoration of a person place or event as approved by the Taos Town Council.

Inflatable Sign: Any sign which use a gas to inflate in order to be deployed.

Illegal Sign: Any sign altered, erected, refurbished, repaired, or placed that does not comply with this Sign Code after its enactment.

Internally illuminated Sign: Any sign whose light source originates within the sign structure.

Land Use Development Title: Chapter 16 of the Taos Town Code.

Light Emitting Diode Sign: A sign which uses light emitting diodes for illumination.

Logo: A graphic or artistic symbol, picture, stylized lettering and other images used to identify a particular business or product.

Marquee Sign: A sign with changeable letters displaying entertainment or event offerings within an area of public assembly such as a theater, motion picture theater, or convention center.

Menu Sign: A sign in a display case or similar sign provided on the exterior of a restaurant or eatery listing food and drink offerings and their prices provided on the premises.

Mobile Sign: Signage on wheels, or on portable structures such as trailers, tents, or motor vehicles designed specifically as a mobile billboard.

Monopole Sign: A sign supported by a single pole structure that is less than the width of the sign face affixed to it.

Monument Sign: A sign affixed to a solid free-standing structure that is equal to or greater than the width of the sign and the thickness of the supporting base is at least six (6) inches.

Multi-tenant Center: A building or group of buildings with more than one tenant and have the same address, located on the same parcel or share adjoining walls.

Off-Site Sign: Any sign which displays a product, good, or service not offered at the location of the sign.

Permanent Sign: A sign permanently affixed to the ground, wall, window, or other structure.

~~**Picketing:** A person who carries a sign conveying a political message is a protected form of speech that is subject to limitations under section 15.08.410.~~

Portable Sign: A sign which is easily relocated.

Portal: A covered entrance, porch, or walkway adjacent to or affixed to a building.

Pre-Existing Non-Conforming Sign: A permanent sign constructed prior to the latest amendment to this Sign Code that does not conform to the requirements of this chapter.

Projecting Sign: A sign supported by a cross member above the sign face and affixed to a pole, wall, or other structure and hangs

Real Estate Sign: A real estate sign is any signage advertising the sale, lease or rental of real property, whether improved or unimproved, single occupancy or multi-tenancy. Real estate signs, by their nature, are temporary signs.

Regulatory or Safety Sign: A sign required by law.

Right-of-way or Public Right-of-way: Any street, road, highway, trail, bicycle path, alley or sidewalk open to and used by the public within the municipal limits of the Town of Taos.

Roof Sign: Any sign placed above a parapet or eave.

Sale Sign: Temporary commercial sign informing the general public of a discount of a product, good, or service.

Sandwich Sign: See A-Frame Sign.

Sign: Any displayed poster, banner, or other surface lettering and/or graphics or pictures, or any similar device used to identify or advance a particular business, product, good, or service, or to advance a person, group, organization, candidate, idea, ideology, cause or other message.

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Sign Permit: A permit issued by the Code Administrator of the Town of Taos approving the use of a sign or signs.

Subdivision Sign: A sign identify a residential or commercial subdivision.

Temporary Sign: Any poster, banner, or other advertising device not constructed, displayed or intended for long term purposes.

Trailer Sign: See mobile sign.

Under Canopy Sign: See hanging sign.

Vehicle Sign: A sign for a business located within the Town of Taos affixed to an automobile or truck.

Wall Sign: Any sign affixed to an exterior wall.

Window Sign: Any sign placed within, painted on, or otherwise affixed to the glazing of a window.

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15.08.700: SEVERABILITY OF THE PROVISIONS OF THIS SIGN CODE

The provisions of this Sign Code are severable; and if any section, subsection, paragraph or part of this Ordinance is held to be invalid, unenforceable, unconstitutional, or inapplicable to any

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person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect, impair, or render void, the remainder of this Sign Code.

15.08.710: EFFECTIVE DATE OF THIS ORDINANCE

The provisions of this Sign Code Ordinance shall become effective five (5) days after its publication unless otherwise provided by law.

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15.08.720: PENALTY

Any person violating any provisions of this chapter shall be deemed guilty of a petty misdemeanor and upon conviction thereof, shall be fined not less than fifty dollars (\$50.00) nor more than three hundred dollars (\$300.00). Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punished as such hereunder.

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the signs of multiple civic, church,

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service club and/or other noncommercial entities provided said sign structure is no greater than sixteen (16) square feet in over-all dimension per face, and does not exceed eight (8) feet in height. Said sign structure may be double faced.

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campaign or other noncommercial signage be permitted on any right-of-way within this jurisdiction, nor on Town of Taos property.
[Note:

Ordinance 10-17

CLEAN
VERSION

ATTACHMENT A
To Town of Taos Ordinance 10-17
TAOS SIGN CODE (FIRST AMENDED)

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15.08.100: SHORT TITLE, PURPOSE AND SCOPE OF THIS ORDINANCE

This Ordinance shall be known and cited as the Town of Taos Sign Code or alternatively The Sign Code; and is referred to herein as “this Sign Code.”

This Sign Code regulates and governs the size, appearance, construction and placement of all informational, industrial, commercial, trade, or other signage within the jurisdiction of the Town of Taos; by permitting and empowering the municipal oversight of same.

This Sign Code furthers substantial municipal government interests in traffic and pedestrian safety, avoiding or reducing visual clutter, and maintaining visual harmony with the outdoor aesthetics of the Taos community while protecting the First Amendment expressive rights of the people.

This Sign Code strives to provide a fair and reasonable treatment of all signage within the Town by permitting of permanent signage, regulation of permanent and temporary signage, regular oversight, accurate record-keeping, consistent enforcement, and the imposition of fines and penalties for violation of its provisions. It recognizes and assists in the visual communication requirements of the business and civic sectors of the Town of Taos and the accompanying financial investment therein. It encourages the innovative use of contemporary sign design and construction. It seeks to promote a consciousness of basic standards, regular maintenance, and a necessary concern for the esthetics of our unique community and the safety and security of the public.

This Sign Code acknowledges and recognizes the most attractive history, traditions and character of both the Central Business District of the Town of Taos and the Historic Overlay Zone of the Town of Taos.

Wherever this Sign Code grants discretion to the Code Administrator or any other Town official to issue, deny or condition any permit, or to take any other official act under this Code, such discretion shall be exercised only in order to promote the health, safety, welfare (including aesthetic interests) of the community and its residents, and the particular manner in which the discretionary act furthers such municipal interests shall be stated.

With the exception of specific sign regulations listed in the Traditional Neighborhood Development (TND) District, this Sign Code supersedes all references to signage in all other Ordinances of the Town of Taos. Any signage that violates the requirements and restrictions of this Sign Code is prohibited within this jurisdiction.

15.08.200: SIGN PERMITS FOR PERMANENT SIGNS; REGULATORY OVERSIGHT

Immediately upon adoption of this Sign Code it shall be a requirement that any person, corporation, or other entity, shall first obtain from the appropriate agency of the Town of Taos a permit prior to the erection, alteration, or relocation of any permanent signage within the jurisdiction of the Town of Taos.

Immediately upon adoption of this Sign Code the, Office of the Code Administrator or the Code Administrator's designee of the Town of Taos shall be the regulatory agency overseeing, permitting and inspecting all signage within the jurisdiction of the Town of Taos.

15.08.210: APPLICATION FORM FOR PERMANENT SIGNAGE

Every application for a Town of Taos Sign Permit for a permanent sign pursuant to this Sign Code shall be made on the designated form supplied by the Code Administrator of the Town of Taos, and must include the following:

1. The name, mailing address, and business telephone number of the applicant;
2. The physical address of the building, structure, or lot, to which or upon which the proposed signage will be attached or erected;
3. The name, mailing address, and business telephone number of owner of the building, structure, or lot, to which or upon which the proposed signage is to be attached or erected, if not the same as the applicant; together with that owner's written consent to the erection of the signage;
4. A copy of the applicant's Town of Taos Business License for applicants required to hold business licenses;
5. A description or a sketch of the proposed site of the proposed signage, showing its position upon the lot, building or structure in relation to identified adjacent lots, buildings or structures, and public rights-of-way, and any existing signage at that location;
6. A sketch, digital rendering, or a digital photo of the proposed signage itself, clearly displaying its graphic and lettering content, its overall dimensions, the manner and materials of its construction, and the proposed method of attachment to the building or structure, or the ground, where it will be situated;
7. The name, mailing address, and business telephone of the person(s) or entity(s) charged with creating, erecting and attaching the proposed signage;

8. Such other information as may, from time to time, be deemed necessary by the Code Administrator of the Town of Taos to ensure compliance with this Sign Code and other Ordinances of the Town of Taos;

15.08.220: FEES AND PENALTIES APPLICABLE TO PERMANENT SIGNS

The basic statutory fee imposed upon all permanent signage permitted pursuant to this Sign Code shall be a non-refundable payment of two (2) dollars per square foot of the entire signage area proposed. Square footage shall be calculated by the Code Administrator or the Code Administrator's designee, as length multiplied by width, in inches, from furthest edge to furthest edge of each face of the signage.

The basic fee imposed upon all signage permitted pursuant to this Sign Code may, from time to time, be adjusted by a resolution of the Town Council of the Town of Taos; and that body may likewise, in the interest of public order, public safety or aesthetics, impose other or additional requirements or surcharges for particular types of signage.

In conjunction with the oversight and enforcement of this Sign Code the Code Administrator of the Town of Taos is further empowered to assess, impose, and apply those interest-bearing penalties and costs as are set forth herein for Non-Compliant, Unsafe, or Obsolete signage.

15.08.230: ISSUANCE AND DISPLAY OF PERMIT FOR PERMANENT SIGN

It shall be the duty of the Code Administrator of the Town of Taos, or the Code Administrator's designee, to examine all Permanent Sign Permit applications for compliance with the provisions of this Sign Code; to physically examine the premises at which the signage is proposed; to determine if any interest, penalties or costs may be due; and to issue said Sign Permit, or an explanatory denial thereof, within ten (10) business days of the filing of the application. Any explanatory denial of an application must include a statement concerning why the application is denied, citing the specific health, safety, welfare or aesthetic reasons for the denial.

Collection of the basic statutory fee and any and all fees and penalties shall be the duty of the Code Administrator of the Town of Taos, or the Code Administrator's designee; in exchange for which a numerically sequenced, dated, Town of Taos Sign Permit shall be issued.

A current Town of Taos Sign Permit shall be prima facie evidence of compliance with this Sign Code, as well as of the payment in full of all required fees, surcharges, penalties, interest thereon, and costs assessed; and it grants the holder thereof a non-transferable permit to display the approved signage for the specific location indicated on the permit application and resulting sign permit.

Every recipient of a Town of Taos Sign Permit shall be responsible for retaining said permit and to provide evidence of the permit when requested by the Code Administrator of the Town of Taos, or the Code Administrator's designee.

15.08.240: OVERSIGHT, INSPECTION AND REVOCATION OF SIGN PERMIT

The Code Administrator of the Town of Taos or the Code Administrator's designee shall conduct regular inspections of all signage within the jurisdiction of the Town of Taos in order to verify compliance with the provisions of this Sign Code.

The Code Administrator of the Town of Taos or the Code Administrator's designee shall have the authority to enter upon any lot, property, or premises, at any reasonable time and with reasonable notice to the property owner, to inspect the signage thereon or within.

The Code Administrator of the Town of Taos or the Code Administrator's designee shall ascertain that all signage upon a premises or property has been properly permitted and in compliance with the provisions of this Sign Code. Any non-compliance shall be subject to the Penalty clause of this chapter.

15.08.250: REGULATION OF SIGNS

This Sign Code shall be interpreted in a manner that balances First Amendment expressive rights with the interests of businesses and the public safety and aesthetics of the community. It is intended to preserve and advance the unique character of the Town of Taos and its Central Business District, to accommodate the aesthetics of the Historic Overlay Zone of the Town of Taos, and to comply with the import of the Town of Taos Land Use Development Title. To accomplish these purposes, some forms of signage within the jurisdiction of the Town of Taos must be prohibited.

Notwithstanding any prohibition or constraint imposed by this Sign Code, an applicant whose request for a Sign Permit has been denied, or an individual or entity upon whom a fine, penalty, or costs has been imposed, may apply for relief from same as herein set forth.

15.08.260: SPECIFICALLY PROHIBITED TYPES OF SIGNS

1. Signage that flashes, blinks, rotates, or varies its degree of internal illumination is specifically prohibited;
2. Signage with mechanically moving parts is specifically prohibited;
3. Signage utilizing or incorporating audio devices is specifically prohibited;
4. Billboards are specifically prohibited;

5. Commercial off-site signage is specifically prohibited except as permitted elsewhere in this Code.
6. Signage which obstructs the view of an operator of any motor vehicle upon any right-of-way, as determined by the Clear Sight Triangle as defined within the Town of Taos Land Use Development Title, or as may hereafter be defined therein, or as defined by the Town of Taos Access Management Manual or its successor documents, or as may hereafter be defined therein, is specifically prohibited;
7. Signage erected or placed on the ground within, or suspended or projecting above, a right-of-way is specifically prohibited. Directional, safety and construction-related signs or other signs placed within or above a right-of-way by or with the permission of a governmental entity with jurisdiction is excepted from this prohibition, provided there is a valid and substantial public health, safety, welfare or aesthetic reason for such signage.
8. Signage bearing a similarity in style or design with commonly seen traffic signs or signals, and making use of such words as “stop,” “look,” “danger,” or similar phrase or symbol, which tend to mislead, confuse, or impede the orderly flow of either pedestrian or vehicular traffic, is specifically prohibited;
9. Signage illuminated by floodlights or spotlights not complying with the Dark Skies Ordinance of the Town of Taos is specifically prohibited;
10. Signage that restricts the free ingress or egress of any sidewalk, window, door, or fire exit, is specifically prohibited;
11. Signage projecting above a roof line, eave, or parapet is specifically prohibited;
12. Signage spanning any public walkway or public access area whose lower edge is less than seven (7) feet above the average grade below, is specifically prohibited;
13. Signage that is hazardous, or in dilapidated and dangerous physical condition, or from which nails, tacks, screws, wires, or sharp objects of any nature may protrude is specifically prohibited;
14. Commercial signage constructed of cardboard, paper, cloth, or other non-durable material, is specifically prohibited;
15. Signage attached to a tree, fence, utility pole, transit facility enclosure, or street seating, within any public right-of-way, is specifically prohibited;

16. Inflatable signs are prohibited within the Town of Taos.
17. Commercial monopole signs are prohibited within the Town of Taos.
18. Commercial sign walkers are prohibited within the Town of Taos.
19. Commercial mobile signage other than as specifically permitted by this sign code is prohibited.
20. The use of neon or LED or similar device to graphically outline any building, exterior walls, fence or other structure is prohibited.
21. Commercial signage placed on or affixed to a sidewalk or stairs unless specifically permitted by this Sign Code.

15.08.270: NONCOMPLIANT, UNSAFE, OBSOLETE SIGNS

Upon the determination of the Code Administrator of the Town of Taos that any signage within this jurisdiction does not comply with the provisions of this Sign Code, a written order shall be issued to the holder of the Sign Permit, or to the owner, agent, entity or individual enjoying the beneficial use of the premises, structure, or lot upon which the non-compliant signage is situated, or both, to take down and remove same within ten (10) days; after which the non-compliant signage may be removed by the Town of Taos with the costs of removal assessed against the holder of the Sign Permit, or the non-compliant owner, agent, entity or individual, or both and the property owner or other person who has violated the Sign Code will be subject to the penalty clause of this chapter.

Upon the determination of the Code Administrator of the Town of Taos that any signage within this jurisdiction is in violation of this Sign Code by reason of being situated or intruding upon a public right-of-way, or creating an immediate danger or peril to public safety, a verbal notification shall be issued to the holder of the Sign Permit, or to the owner, agent, entity or individual enjoying the beneficial use of the non-compliant signage, or both, to take down and remove same within twenty-four (24) hours or such shorter period as public safety may require in the circumstances; after which the non-compliant signage may be removed by the Town of Taos with the costs of removal assessed against the holder of the Sign Permit, or the non-compliant owner, agent, entity or individual, or both and the property owner will be subject to the penalty clause of this chapter.

Upon the determination of the Code Administrator of the Town of Taos that any signage within this jurisdiction is obsolete or abandoned and no longer advertises or informs of a bona fide, existing business or trade, or a product or service being offered at any premises, structure, or lot, or advertises or promotes a person and/or place and/or event for a fixed date that has

passed, a written or verbal notice shall be issued to the holder of the Sign Permit, or to the owner, agent, entity or individual enjoying the beneficial use of the premises, structure, or lot upon which the non-compliant signage is situate, or both, to take down and remove same within seventy-two (72) hours; after which the non-compliant signage may be removed by the Town of Taos with the costs of removal assessed against the holder of the Sign Permit, or the non-compliant owner, agent, entity or individual, or both and the property owner will be subject to the penalty clause of this chapter.

Upon the removal of any non-compliant, unsafe, obsolete or abandoned signage, the building, structure, or lot from which the signage is removed shall, within ten (10) days thereafter, be cleaned, patched, painted, or otherwise remediated by the owner, agent, entity or individual responsible for the premises. All supports, stanchions, brackets, mounts, attachments, or other sign-connecting devices shall be removed, leaving no visible evidence. The Code Administrator of the Town of Taos or the Code Administrator's designee shall thereafter inspect and certify compliance; or alternatively, issue written notice for further remediation within a specified time, after which the non-compliant remnants may be removed or remediated by the Town of Taos, and the costs of same assessed against the non-compliant owner, agent, entity, or individual responsible and the property owner will be subject to the penalty clause of this chapter.

15.08.280: TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT – APPLICABLE SECTIONS

The Traditional Neighborhood Development (TND) District contains specific regulations for signage and sections 15.08.310, 15.08.320, and 15.08.370 of this chapter do not apply to signage but are subject to the applicable regulations and restrictions listed in under the TND District however all signage within the TND District are subject to all other provisions of this Sign Code.

15.08.300: GENERAL REGULATION OF PERMITTED SIGNS

All permanent, commercial signage within the jurisdiction of the Town of Taos, whether informational or for identification purposes, shall relate to the purpose of the specific business entity displaying same; shall be consistent, upon any premises, in basic design, style, color and manufacture; and shall comply with the provisions of this Sign Code in all respects.

15.08.310: NUMBER OF PERMANENT SIGNS PERMISSIBLE ON PREMISES OR LOT

- A. All signage within the jurisdiction of the Town of Taos advertising the business conducted upon a parcel is limited to the following

- a. Three (3) permanent signs per premises, building or location; whether they be freestanding, monument, window or wall signs;
 - b. Each business may elect to use either a banner or portable sign instead of one of the three permanent signs. Under no circumstances shall more than one such sign be placed on the premises.
 - c. Properties located outside of the Historic Overlay Zone of the Town of Taos may place up to three informational wall signs per façade on the exterior of the building. Informational signs shall not exceed three square feet in area and are not calculated in the total sign area permitted.
- B. In the case of a motel or hotel having an on-premises assembly or meeting room, or an on-premises performance or motion picture theater, an additional, one (1), double faced marquee sign may be permitted and is not included in the calculation of the total sign area permitted.
- C. See section 15.8.370 for the number of signs permitted for multi-tenant centers.

15.08.320: BASIC DESIGN, DIMENSIONS AND MANUFACTURE OF PERMANENT SIGNS

All signage within the jurisdiction of the Town of Taos must adhere to the following minimum standards:

- a. Whenever possible and practical, the street address of the premises upon which the signage is located shall be prominently incorporated and clearly visible to the public provided it is not greater than three square feet in area. The area used to identify the street address shall not be calculated in the sign area permitted;
- b. If a decorative trim, whether of wood, simulated wood, metal, or other material surrounds the signage it may be excluded in determining the permissible area of the signage as follows:
 - i. For a sixty (60) square foot sign, trim width shall not exceed six (6) inches;
 - ii. For a forty (40) square foot sign, trim width shall not exceed five (5) inches;
 - iii. For a twenty (20) square foot sign, trim width shall not exceed four (4) inches;
- c. Freestanding, projecting, and monument signage may display two (2) faces, and shall be engineered to withstand a gusting wind velocity of seventy-five (75)

miles per hour; and bear a dead-weight load as set forth in the Building Code of the Town of Taos. Only one sign face of a double faced sign shall be calculated in the sign area permitted;

- d. All projecting and hanging signs shall provide a minimum of seven (7) feet of vertical clearance from the average grade below the sign.
- e. Window signage shall not exceed twenty percent (20%) of the window area.
 - i. Display windows are not restricted in the number of items placed within the display area and are not considered signage.
 - ii. The total window area provided on the first floor of a façade may be totaled together to arrive at the permitted area of a window sign or signs.
- f. No signage may be constructed of, or incorporate, any reflective material or internal illumination that will constitute a visual hazard to drivers along public rights-of-way; nor may they be painted, in whole or in part, with fluorescent colors.
- g. Each premise shall be allowed up to a maximum of sixty (60) square feet of sign area. See section 15.8.370 for the allowable sign area for multi-tenant properties.
- h. Free-Standing and monument signs within the central business district and/or the Historic Overlay Zone shall not exceed twelve feet (12') in height and signs located in other districts shall not exceed twenty feet (20') in height or the height limit of the zoning district in which the property is located, whichever is lower.
- i. Wall signs are limited to ten percent (10 %) of the area of the façade to which it is affixed.
- j. The area of a wall sign consisting of cutout lettering and logo, with no borders or background defined on the building wall, or signs constructed of carved wood or similar material that provides articulation and depth to the sign, will be calculated at one-half ($\frac{1}{2}$) of the area of the smallest rectangle that will wholly contain all the letters and logo.

15.08.330: THE CENTRAL BUSINESS DISTRICT AND THE HISTORIC OVERLAY ZONE – SPECIAL RULES, REGULATIONS, AND RESTRICTIONS.

1. The Central Business District and the Historic Overlay Zone of the Town of Taos are those areas so defined by the Land Use Development Title of the Town of Taos Code, or by any officially adopted map of the Town of Taos, and any amended description as may hereafter be enacted by the Town of Taos.
2. All signage within the Central Business District of the Town of Taos and the Historic Overlay Zone of the Town of Taos shall comply with the special regulations, particular restrictions, or prohibitions of this section in addition to the general provisions of this sign code.
 - a. External signage that is internally lit is prohibited within the Historic Overlay Zone and the Central Business District of the Town of Taos unless said has been found to be of historic significance and contributes to the property's listing on the local, state, or national register of historic places;
 - b. Internally lit static signage may be placed in a window or windows provided that the total signage placed in the window or windows does not exceed twenty percent (20%) of the window area. The total window area provided on the first floor of a facade may be totaled together to arrive at the permitted area of a window sign or signs.

15.08.340: TEMPORARY SIGNS AND PORTABLE SIGNS – SPECIAL RULES

1. Temporary signage is any poster, banner, or other advertising or informational device not constructed, displayed or intended for long term purposes. It includes signage which directs attention to a business, product, service, or entertainment conducted, sold or offered at a location other than the premises or lot on which the signage is located. A temporary sign includes decorative displays for holidays or public demonstrations.
2. Portable signage is any poster, banner, or other advertising or informational device which is self supporting and is easily relocated by its owner. Portable signs shall not exceed an overall area of six (6) square feet per sign face and shall not to exceed two sign faces. Portable signs with wheels attached are not permitted. A portable sign may also be temporary signage. See section 15.8.350 for special rules for mobile signs.
3. All temporary and portable signage within the Town of Taos must comply with the provisions of this Sign Code subject to the exceptions set forth in Section 15.08.410

below. Special regulations, and particular restrictions or prohibitions, may apply pursuant to the provisions of this Sign Code and in the judgment of the Code Administrator of the Town of Taos, which judgment shall be exercised to promote public health, safety or welfare, including aesthetic interests, along with a statement of the particular public interest served by a particular judgment.

4. All temporary signage which shall be suspended and anchored to a device other than a wall, portal or other structure, must receive prior approval from the Code Administrator or the Code Administrator's designee prior to being suspended, based upon applicable public health, safety or welfare (including aesthetic) considerations, which shall be stated.

5. Temporary Event announcement signs:

- a. A single temporary on-site announcement sign advertising the occurrence of a specific community, civic, commercial or other event upon the premises is allowed, provided said sign does not exceed sixteen (16) square feet in over-all dimension, nor exceed eight (8) feet in height.
- b. Up to six (6) temporary announcement signs may be placed off-site, provided each does not exceed eighteen (18) inches by twenty-four (24) inches in over-all dimension and is no greater than three (3) feet in height and said signs are placed with the permission of the property owner.
- c. All temporary announcement or attention-attracting signage for community events, occurrences or performances constructed of fabric or other non-rigid material, designed to be displayed by suspension off-site is subject to the prior approval, as to public safety and community standards, by the Code Administrator of the Town of Taos or the Code Administrator's designee.
- d. Any such commercial signage may be erected no earlier than fourteen (14) days prior to the event announced; and all such commercial and noncommercial signage must be removed by the responsible entity or individual, within three (3) days of the event's conclusion.

15.08.350: MOBILE SIGNS – SPECIAL RULES

Vehicles are permitted to have permanent or temporary commercial or noncommercial signage affixed to the body of the vehicle however said signage shall not be affixed to the glazing of a vehicle in a manner that obstructs a driver's vision.

15.08.360: CONSTRUCTION SIGNS – SPECIAL RULES

Construction signage is that which identifies an architect, builder, contractor, subcontractor, material supplier, financing entity or others participating in any construction, design or alteration on the property on which the signage is located. It may also include a picture or representation of the structure under construction. By its nature, construction signage is temporary signage.

All construction signage within the Town of Taos shall be no larger than twenty-four square feet in area and no greater than six feet (6') in height.

15.08.370: MULTI-TENANT CENTERS – SPECIAL RULES

The following special rules apply to multi-tenant centers in addition to all general rules for signs. Each business within a multi-tenant center is permitted the number signs as listed under §15.08.310 A and is subject to the limitations set forth in §15.08.320. Each business in the multi-tenant center may have up to sixty (60) square feet of signage, however all such signs must also comply with the special rules contained within this section.

Multi-tenant centers are those premises where two (2) or more businesses share a common building or location. Multi-tenant centers are required to submit a Master Sign Program to the Code Administrator for approval. The submitted Master Sign Program should encourage design compatibility for all businesses within the multi-tenant centers and to foster integration of signage with the architectural style of the building or complex of buildings.

The Master Sign Program establishes additional standards and criteria for all signage within and about the building or complex of buildings of the multi-tenant center. It anticipates uniformity in signage materials and design; it sets requirements for all signage locations and their illumination; it differentiates between those signs situated out of view of the public roadways and those signs specifically intended for attracting or informing the passing public on public highways and roadways.

The owner, builder, manager or promoter of the multi-tenant center shall submit a Master Sign Program to the Code Administrator of the Town of Taos prior to the issuance of any Sign Permit for the over-all premises or for any unit thereof. All permanent signage at or upon the multi-tenant center shall be fully described in the Master Sign Program and approved by the Code Administrator of the Town of Taos. That approval shall thereupon become binding upon present or future tenants or occupants of that multi-tenant center, notwithstanding that each must obtain their own Sign Permit in accordance with the provisions of this Sign Code and said Master Sign Program

The owner, builder, manager or promoter of the multi-tenant center must submit subsequent amendments to any Master Sign Plan, together with an affidavit of necessity, to the Code Administrator of the Town of Taos for approval.

Multi-tenant centers are permitted the following forms of signage:

1. Free standing or monument sign or signs are permitted along each street frontage advertising the name and street address of the center and the names of the tenants of the center.
 - a. The street address of the center shall be no greater than three (3) square feet and shall be excluded from the calculation of the sign area.
 - b. The name of the center shall be no greater than ten percent (10%) of the sign surface and shall not be included in the calculation of the sign area.
 - c. Each multi-tenant center is permitted one square foot of free standing or monument signage per three (3) linear feet of street frontage.
 - d. The face of a multi-tenant monument or free standing sign listing the tenants located therein shall not exceed sixty (60) square feet.
 - e. Regardless of the length of the street frontage of the multi-tenant center, all multi-tenant free standing and monument signs shall be allowed a minimum of seventeen (17) square feet of signage per sign face.
 - f. Multi-tenant center free standing and monument signs may be double sided and only one face of the sign shall be included in the calculation of the sign area.
 - g. Individual multi-tenant free standing and monument signs may not be closer than one hundred (100) feet to one another.
2. Wall signs:
 - a. A multi-tenant center may erect, or apply, one (1) wall sign with the name of the center on a plane parallel with the exposed face of the main building's wall.
 - i. A multi-tenant center name wall sign shall not extend above the roofline or parapet of the front façade of the structure.
 - ii. The multi-tenant center name wall sign shall not exceed ten percent of the total building façade to which is it affixed.
 - b. Each tenant space within a multi-tenant center is permitted one wall sign.

- i. Tenant wall signs are limited to ten percent (10%) of the façade of the tenant space to which the sign is affixed however a minimum of twelve square feet of wall sign area is permitted per tenant space.
 - ii. Tenant wall signs may be located at the tenant space or at a common location that functions as a directory or both provided the total square footage does not exceed the permitted sign area.
- 3. Window signs:
 - a. Window signage shall not exceed twenty percent (20%) of the window area.
 - b. Display windows are not restricted in the number of items placed within the display area and are not considered signage.
 - c. The total window area provided on the first floor of a façade may be totaled together to arrive at the permitted area of a window sign or signs.
- 4. Portable signs and banners:
 - a. All portable signs must be placed a minimum of twelve feet (12') apart.
 - b. All banners must be attached to the façade of the tenant space.
- 5. Directional signage:
 - a. Multi-tenant center directional signage visible from public roadways, specifying "entrance," "exit," or displaying the premise's logo or street address, shall not exceed four (4) square feet in overall area nor exceed three (3) feet in height, and may be double-faced.
 - b. Directional signage located within the multi-tenant center and not adjacent to a public right-of-way may be applied as approved by the Code Administrator within the Master Sign Program for the multi-tenant center.

15.08.380: REAL ESTATE SIGNS – SPECIAL RULES

All real estate signage within the Town of Taos must comply with the provisions of this Sign Code applicable to temporary signs. Special regulations, and particular restrictions or prohibitions, apply pursuant to this section of this Sign Code.

1. Improved residential properties:

- a. Real estate signage advertising the sale, rental or lease of an improved residential premises or lot upon which it is located is limited to one (1) such sign, which may be double-faced, and which shall not exceed six (6) square feet in overall dimension per sign face, nor exceed five (5) feet in height above the average grade below. Such signage shall be removed within three (3) days of the rental, leasing or sale closing of the property.

2. Improved commercial, industrial, or agricultural properties:

- a. Real estate signage advertising the sale, rental or lease of an improved commercial, industrial or agricultural premises or lot upon which it is located is limited to one (1) such sign, which may be double-faced, and which may not exceed twelve (12) square feet in overall dimension per sign face, nor exceed eight (8) feet in height above the average grade below. Such signage shall be removed within three (3) days of the rental, leasing or sale closing of the property.

3. Unimproved properties:

- a. Real estate signage advertising the sale, rental or lease of any unimproved lot is limited to one (1) such sign per street frontage, each of which may be double-faced. In the case of such lot(s) being less than ten (10) acres in size, a single sign may not exceed eight (8) square feet in overall dimension per sign face, nor exceed eight (8) feet in height above the average grade below, nor may the aggregate square footage of all such signage exceed thirty-two (32) square feet in combined dimension (each sign area being calculated as the area of a single face to arrive at the combined dimension). In the case of such lot(s) being greater than ten (10) acres in size, a single sign may not exceed sixteen (16) square feet in overall dimension (each sign area being calculated as the area of a single face to arrive at the combined dimension), nor exceed sixty-four (64) square feet in combined dimension.

15.08.400: PRE-EXISTING PERMANENT SIGNS

Immediately upon adoption of this Sign Code no permanent informational, industrial, commercial, trade, or other signage shall be permitted within the jurisdiction of the Town of Taos except as specifically permitted by, and in compliance with, this Sign Code; however, all presently existing permanent signs shall be deemed allowable to the following extent:

1. PRE-EXISTING PERMANENT SIGNS:

- a. Existing permanent signage within this jurisdiction, as well as existing permanent signage in any other jurisdiction subsequently annexed into the Town of Taos, that is not in compliance with this Sign Code shall be allowed to continue to be used as legal non-conforming signage until such time that said signage is altered, improved, or replaced.
- b. Alteration, improvement, or replacement of any one legal non-conforming sign located on the premises shall require all permanent signage upon the property to conform to this Sign Code.
- c. Re-facing of a faded or similarly compromised sign that continues to advertise the same business upon the property shall not cause said sign to lose its legal non-conforming status.

2. PRE-EXISTING PERMANENT SIGNS - CHANGE IN OWNERSHIP, USE OR PURPOSE DURING GRACE PERIOD: Should there be a change in ownership, use or purpose of the building, structure, lot, or premises, upon which a legal nonconforming sign exists, said signage shall lose its temporary designation and must immediately comply with the provisions of this Sign Code.

15.08.410: EXEMPT SIGNS

The following classes of signs are exempt from the requirements of the Sign Code except to the extent stated in this section or as determined by the Code Administrator based upon particular, specified public health, safety, welfare or aesthetic considerations.

- 1. BULLETIN BOARDS: A single on-site exterior bulletin board, upon which public notices are temporarily affixed without charge therefore, is exempt from the provisions of this Sign Code provided it does not exceed eight (8) square feet per each sign face, nor exceed seven (7) feet in overall height.
- 2. CIVIC, CHURCH, SERVICE CLUB, POLITICAL, ELECTION CAMPAIGN, AND OTHER NON-COMMERCIAL SIGNS:
 - a. Permanent, on-site civic, church, service club, political, election campaign, or other non-commercial signs or emblems, whether for a charitable purpose, a religion, a candidate, a cause, an idea, an ideology, or any other non-commercial purpose, are exempt from this Sign Code except that they are subject to the same number per property, dimensional and height requirements applicable to permanent commercial

signs as set forth above, including in Sections 15.08.310 and 15.08.320. Such signage is in addition to allowable temporary signage.

b. A reasonable number of off-site civic, church, service club, political, election campaign or other noncommercial signs or emblems are exempt from the provisions of this Sign Code, provided they are not illuminated and each does not exceed three (3) square feet in over-all dimension, nor exceed five (5) feet in height. Such signs may be double faced.

c. Additionally, noncommercial entities may place a sign upon up to two off-site sign structures which hold the signs of multiple civic, church, service club and/or other noncommercial entities provided said sign structure is no greater than sixteen (16) square feet in over-all dimension per face, and does not exceed eight (8) feet in height. Said sign structure may be double faced.

d. If noncommercial signage pertains to a particular election or other time-specific event, it shall be removed within three (3) days after the conclusion of event to which it pertains.

e. Noncommercial signs are subject to the applicable prohibitions set forth in Section 15.08.260 above, including but not limited to Paragraph 7 thereof, prohibiting the placement of signs in public rights-of-way.

3. DIRECTIONAL SIGNS:

a. On-site informational or directional signs bearing arrows or legends such as "self-service," "drive-through," "parking," "closed," "open," "exit," "entrance," "office," "restrooms," or food establishment menu displays, are exempt from the provisions of this Sign Code, provided they do not exceed two (2) in number per premises, nor six (6) square feet per each sign face.

b. Directional signs shall not exceed three (3) feet in height above the average grade below.

c. The name or logo of the business, which may appear on such signage, may not exceed twenty-five (25) percent of the sign's overall dimension.

d. There shall be no restrictions on similar informational or directional signs which are both wholly within the confines of the premises and not visible from any public right-of-way.

4. DIRECTORY SIGNS:

On-site exterior directory signs advising of the occupants or tenants within a structure or premises that are not visible from any public right-of-way do not require a sign permit and are wholly exempt from the provisions of this Sign Code.

5. GARAGE SALE AND YARD SALE SIGNS:

a. One (1) on-site temporary sign announcing a garage or yard sale event shall be wholly exempt from the provisions of this Sign Code provided it is located on the premises where the sale is to be held.

b. No more than three (3) off-site temporary signs announcing a garage or yard sale event shall likewise be wholly exempt from the provisions of this Sign Code provided they are posted with the consent of the owner of the premises.

c. Such signage shall not be displayed for a period of more than five (5) consecutive days prior to the event and must be removed by the entity or individual who posted them within three (3) days of the conclusion of the event.

6. GASOLINE STATION PRICE SIGNS:

a. One on-site single or double faced gasoline price sign is wholly exempt from the provisions of this Sign Code provided they do not exceed twelve (12) square feet per each sign face and do not bear any advertising other than a gasoline brand name.

b. No more than one (1) double-faced price sign is permissible at any one location, and the same may be mounted atop an otherwise lawfully permitted free-standing sign.

7. GOVERNMENTAL, SCHOOL, AND HOSPITAL SIGNS: Signage erected, posted, or displayed by federal, state or local governmental authorities or a hospital are wholly exempt from the provisions of this Sign Code however no internally lit signs are permitted within the Historic Overlay Zone.

8. GOVERNMENTALLY SPONSORED WAY FINDING: Way-finding sign sanctioned by the Town of Taos and/or the State of New Mexico are wholly exempt from the provisions of this Sign Code however no internally lit signs are permitted within the Historic Overlay Zone.

9. **MEMORIAL AND COMMEMORATIVE TABLETS:** On-site memorial signage or commemorative tablets are wholly exempt from the provisions of this Sign Code provided they are permanently attached to the building or structure to which they refer and do not exceed three (3) square feet in overall size.

10. **LED OR NEON WINDOW SIGNS:**

a. Interior static neon, LED, or otherwise illuminated window signs displaying messages such as “open” or advertisements are wholly exempt from the provisions of this Chapter provided they do not exceed, cumulatively, three (3) square feet in total signage area.

b. LED or similarly lit changeable message signs shall be considered static provided that the message is not animated and the message that is displayed does not change on a cycle of less than five (5) minute intervals.

11. **FLAGS:** The display of national, state, municipal or other noncommercial flags is wholly exempt from the provisions of this Chapter provided the flags are suitably maintained, securely mounted, their display creating no impediment to traffic, no danger or peril to public safety. Commercial flags, banners or bunting are subject to the provisions of this Sign Code in all respects.

12. **RESIDENTIAL AND STREET ADDRESS SIGNS:** On-site exterior residential identification signs and private street address signs are wholly exempt from the provisions of this Sign Code provided they do not exceed three (3) square feet per each sign face.

13. **SALES SIGNS:**

a. On-site business signage announcing temporary sales events, or other notices to the public, is wholly exempt from the provisions of this Sign Code provided the sale sign is no greater than three (3) square feet.

b. It may be posted only on the interior of the window(s) of the business and may be displayed for a period of no more than thirty (30) consecutive days.

c. An exterior banner may be used as a sale sign but shall be considered one of the three permitted permanent signs for the business and shall comply with the provisions of this Sign Code.

14. **TIME AND TEMPERATURE SIGNS:** On-site displays or signs informing of the time and/or temperature, whether free-standing or attached to a structure, may not exceed twelve (12) square feet per each face, nor exceed an overall height of six (6) feet, and are

subject to the prior approval, as to public placement and community standards, by the Code Administrator of the Town of Taos or the Code Administrator's designee.

a. Time and temperature signs are not permitted within the Town of Taos Historic Overlay Zone.

15. Signs required by law to conduct business for approved uses within any Town of Taos zoning district are wholly exempt from the provisions of this Sign Code.

16. Residential subdivision signs that are no larger than twelve square feet in area and no greater than six feet in height and located at the main intersection or intersections entering into the subdivision are exempt from the provisions of this sign Code.

17. Hand held signs that contain a non-commercial message, including picketing, boycott, and protest signs, that remains in a person's control at all times are wholly exempt from this sign code.

15.08.500: RELIEF FROM THE REQUIREMENTS OF THIS SIGN CODE

The Planning and Zoning Commission shall have the power to grant variances of this chapter by following the town's land use development title, title 16 of the Taos Town Code, procedures and requirements for notice, hearing and grounds for granting variances. The commission shall also have the power to recommend extensions of time to comply with this chapter if they are satisfied that the person seeking the extension has put forth good faith effort to comply.

Nevertheless, no variance from the provisions of this Sign Code may allow more than a twenty (20) percent increase in the size, surface area, height or other signage dimension set forth in this Sign Code.

Further, the granting of any variance from the provisions of this Sign Code may provide singular relief from a real economic hardship or business-related constraint, and does not over-ride, rescind, negate, nor permanently amend, any portion of the provisions of this Sign Code.

15.08.510: BASIS FOR GRANTING RELIEF

The Planning and Zoning Commission of the Town of Taos, in hearing and deciding upon any application for a variance from the provisions of this Sign Code, may properly consider a balance between the following:

1. That a literal application of the provisions of this Sign Code would cause undue financial or other hardship to the applicant because of conditions that are unique to the building, structure, premises, or lot, upon which the proposed signage is to be situate;

2. That the granting of applicant's request for a variance from the provisions of this Sign Code would not be materially detrimental to the public, or to property owners, or existing businesses, in the immediate vicinity of the proposed signage;

3. That the granting of applicant's request for a variance from the provisions of this Sign Code would not be contradictory to the intent, general purposes and objectives of this Sign Code, the Town of Taos Land Use Development Title, nor any other Ordinance of the Town of Taos;

4. That, in the case of multi-tenant centers, the requested variance nevertheless substantially meets the goals of the Town of Taos Vision 2020 Master Plan or its successor Master Plan, Comprehensive Plan or similar document approved by the Taos Town Council;

5. That, in the case of multi-tenant centers, the requested variance assures that signage visible from public rights-of-way do not exceed the design and dimension requirements set forth elsewhere in this Sign Code.

15.08.520: APPEAL OF THE DECISION PLANNING AND ZONING COMMISSION OR THE CODE ADMINISTRATOR

In regard to appeals of the decision of the Planning and Zoning Commission or of the Code Administrator, all such appeals shall be conducted as provided in §16.12.080 of the Taos Town Code.

15.08.600: DEFINITIONS AND ILLUSTRATIONS OF TERMS USED IN THIS ORDINANCE

For the purpose of interpreting the intent of any portion of this Sign Code, all language used shall be interpreted in accord with common English usage, definitions, and meanings and as may be defined in the most recent edition of Webster's Collegiate Dictionary, except that the following words, terms and phrases shall have these more specific meanings ascribed to them, respectively:

Abandoned Sign: Any sign that is in a state of disrepair or is located upon a vacant premise.

A-Frame Sign: A self supporting sign consisting of two equal faces that is easily relocated.

Animated Sign: A sign whose face changes to simulate motion or changes messages in intervals of less than five (5) minutes.

Area of a Sign: The product of the width multiplied by height of the sign face that identifies a business, product, or provides other information place on the sign face. For signs using cutout

lettering it is the product of the area of the smallest rectangle that will wholly contain all of the letters and logo.

Audio Device: Any device which emits a sound that is audible to the general public.

Banner: A temporary sign constructed of cloth, paper, plastic or other non-rigid material that is affixed to a structure through grommets by rope, hooks, or similar anchors.

Billboard: Free-standing, rigidly supported signs advertising goods, products, or services of dimensions larger than those permitted by this Code for the location involved.

Bulletin Boards: Cork backed boards or boards surfaced with similar material that allow for temporary signs to be affixed to said surface with a tack, staple, or similar anchor.

Business License: A license issued by the Town of Taos to conduct business with the Town of Taos and to collect taxes due to the Town of Taos.

Central Business District: The area as depicted as the Central Business District upon the most recently approved zoning map of the Town of Taos.

Civic, Church, Service Club Political, Election Campaign and Other Non-commercial Signs: signs identifying a religious, civic, philanthropic or other noncommercial organization or containing any noncommercial message that such an organization or an individual wishes to convey.

Code Administrator: The Code Administrator of the Town of Taos, appointed and having authority as set forth in § 16.12 of the Taos Town Code.

Commercial sign walker: Any person who carries a sign in any manner that displays a commercial message. Commercial sign walkers are prohibited within the Town of Taos.

Construction Sign: Construction signage is that which identifies an architect, builder, contractor, subcontractor, material supplier, financing entity or others participating in any construction, design or alteration on the property on which the signage is located.

Civic, Community, Commercial or Other Event: An event that is open to the general public, usually conducted on public property or within a public building, and is otherwise unusual. A "Sales Event", "Sale", or other standard commercial promotion does not constitute a Civic, Community, or Commercial or other Event.

Dark Skies Ordinance: Town of Taos Ordinance 99-2.

Directional Signs: Signs that guide a pedestrian or vehicle to an entrance, exit, or similar function on a property.

Directory Sign: A sign listing multiple tenants that are located on the premises and may or may not include a map depicting the location of tenants.

Drive-Through Menu Sign: A sign located at the entrance to a drive-thru that provides a menu of items that may be purchased from a vehicle at a pick-up window.

Externally Illuminated Sign: A sign which is illuminated by a light source external to the sign structure that complies with the Town of Taos Dark Skies Ordinance. Said external illumination may be placed in front of or behind the sign provided it is external to the sign structure.

Façade: The exterior surface of a wall of a building or other structure such as a retaining wall or landscape wall.

Flag: A rectangular piece of cloth depicting the symbols associated with a nation, state, city, town, or corporation or other organization.

Flashing Signs: Any sign which rapidly changes its illumination.

Free Standing Sign: A permanent sign supported by two (2) pole structures with the sign face or faces affixed between the supporting poles.

Garage Sale & Yard Sale Signs: Temporary signs used to advertise sales at residential properties.

Governmental Sign: Any sign identifying the location of a public building, street, or activity.

Hanging Sign: A sign affixed to the ceiling of a portal or similar structure over a sidewalk or a walkway.

Height of a Sign: The distance measured from the average grade of the foundation of the sign structure to the highest portion of the sign structure.

Historic or Commemorative Marker: A marker placed upon a building, structure, property, or embedded in a sidewalk listing its inclusion on the local, state, or national register of historic places or in commemoration of a person place or event as approved by the Taos Town Council.

Inflatable Sign: Any sign which use a gas to inflate in order to be deployed.

Illegal Sign: Any sign altered, erected, refurbished, repaired, or placed that does not comply with this Sign Code after its enactment.

Internally illuminated Sign: Any sign whose light source originates within the sign structure.

Land Use Development Title: Chapter 16 of the Taos Town Code.

Light Emitting Diode Sign: A sign which uses light emitting diodes for illumination.

Logo: A graphic or artistic symbol, picture, stylized lettering and other images used to identify a particular business or product.

Marquee Sign: A sign with changeable letters displaying entertainment or event offerings within an area of public assembly such as a theater, motion picture theater, or convention center.

Menu Sign: A sign in a display case or similar sign provided on the exterior of a restaurant or eatery listing food and drink offerings and their prices provided on the premises.

Mobile Sign: Signage on wheels or on portable structures such as trailers, tents, or motor vehicles designed specifically as a mobile billboard.

Monopole Sign: A sign supported by a single pole structure that is less than the width of the sign face affixed to it.

Monument Sign: A sign affixed to a solid free-standing structure that is equal to or greater than the width of the sign and the thickness of the supporting base is at least six (6) inches.

Multi-tenant Center: A building or group of buildings with more than one tenant and have the same address, located on the same parcel or share adjoining walls.

Off-Site Sign: Any sign which displays a product, good, or service not offered at the location of the sign.

Permanent Sign: A sign permanently affixed to the ground, wall, window, or other structure.

Portable Sign: A sign which is easily relocated.

Portal: A covered entrance, porch, or walkway adjacent to or affixed to a building.

Pre-Existing Non-Conforming Sign: A permanent sign constructed prior to the latest amendment to this Sign Code that does not conform to the requirements of this chapter.

Projecting Sign: A sign supported by a cross member above the sign face and affixed to a pole, wall, or other structure and hangs

Real Estate Sign: A real estate sign is any signage advertising the sale, lease or rental of real property, whether improved or unimproved, single occupancy or multi-tenancy. Real estate signs, by their nature, are temporary signs.

Regulatory or Safety Sign: A sign required by law.

Right-of-way or Public Right-of-way: Any street, road, highway, trail, bicycle path, alley or sidewalk open to and used by the public within the municipal limits of the Town of Taos.

Roof Sign: Any sign place above a parapet or eave.

Sale Sign: Temporary commercial sign informing the general public of a discount of a product, good or service.

Sandwich Sign: See A-Frame Sign.

Sign: Any displayed poster, banner, or other surface lettering and/or graphics or pictures, or any similar device used to identify or advance a particular business, product, good, or service, or to advance a person, group, organization, candidate, idea, ideology, cause or other message.

Sign Permit: A permit issued by the Code Administrator of the Town of Taos approving the use of a sign or signs.

Subdivision Sign: A sign identify a residential or commercial subdivision.

Temporary Sign: Any poster, banner, or other advertising device not constructed, displayed or intended for long term purposes.

Trailer Sign: See mobile sign.

Under Canopy Sign: See hanging sign.

Vehicle Sign: A sign for a business located within the Town of Taos affixed to an automobile or truck.

Wall Sign: Any sign affixed to an exterior wall.

Window Sign: Any sign placed within, painted on, or otherwise affixed to the glazing of a window.

15.08.700: SEVERABILITY OF THE PROVISIONS OF THIS SIGN CODE

The provisions of this Sign Code are severable; and if any section, subsection, paragraph or part of this Ordinance is held to be invalid, unenforceable, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect, impair, or render void, the remainder of this Sign Code.

15.08.710: EFFECTIVE DATE OF THIS ORDINANCE

The provisions of this Sign Code Ordinance shall become effective five (5) days after its publication unless otherwise provided by law.

15.08.720: PENALTY

Any person violating any provisions of this chapter shall be deemed guilty of a petty misdemeanor and upon conviction thereof, shall be fined not less than fifty dollars (\$50.00) nor more than three hundred dollars (\$300.00). Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punished as such hereunder.

Public Notices

Legal No. 11,642.
**TOWN OF TAOS
 NOTICE OF
 PROPOSED
 ADOPTION OF
 ORDINANCE AND
 CONTINUATION OF
 PUBLIC HEARING
 ORDINANCE 10-17**

An Ordinance of the Town Council of the Town of Taos AMENDING TITLE 15 SECTION 08 OF THE TAOS TOWN CODE (SIGN CODE)

This ordinance amends the sign code of the Town of Taos as it pertains to the purposes of the sign code; protection of First Amendment rights; linking the authority of Town officials to public interest standards in making discretionary determinations; removal of reference to a sign permit being a revocable license or privilege only; removal of general prohibition of off-site signage; establishing standards for encroachment permits; omitting a general prohibition against "attention getting devices" as vague and unnecessary; making uniform various provisions requiring removal of signs within a certain time period after a specific event to which they refer; removing certain restrictions on signs on portable structures; removing certain restrictions on signs on inoperable vehicles; making certain provisions related to exemptions from the requirements of the sign code cover all noncommercial signs; removing durational restrictions on decorative lighting; changing dimensional restrictions on noncommercial signs to make them no more restrictive than dimensional restrictions on commercial signs; striking a limitation on the period before an election political signs

may be posted; omitting a restriction on certain non-commercial flags; deleting a provision relating to public art; exempting from the requirements of the code all hand-held signs that contain a non-commercial message and remain in a person's control, replacing a similar provision relating to picketing signs only; clarifying certain definitions; and making certain other, minor changes.

NOTICE IS HEREBY GIVEN that on September 14, 2010, the Town of Taos Council, meeting in regular session at the Town Council Chambers, Coronado Hall, 120 Civic Plaza Drive, 1:30 P.M., will consider adoption of the above referenced ordinance.

This meeting will be a continuation of the public hearing begun on July 23, 2010, and continued to August 24, 2010, to consider the merits of the proposed ordinance. Copies of the full texts of the ordinance are available for inspection and/or copying at the Office of the Town of Taos Clerk, Town Hall, 400 Camino de La Placita during normal office hours. The draft of the sign code is also published on the Town's website at www.taosgov.com

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.

/s/Renee Lucero,
 Town Clerk

(Legal No. 11,642;
 Pub. Sept. 2, 2010).

THE TAOS NEWS

8/26/10

Council: Let public review sign code first

By Matthew van Buren
The Taos News

The Taos Town Council again delayed a vote on changes to the town's sign code Tuesday (Aug. 24).

The council voted unanimously to continue the hearing until Sept. 14 to give members of the public more time to review the amended ordinance, which would affect both commercial and non-commercial speech.

Town attorney Allen Ferguson said changes to the code were made with U.S. Supreme Court decisions in mind, including giving more leeway to non-commercial speech and justifying any restrictions on public health, safety and welfare grounds, including aesthetic concerns. He also said the existing code says a sign is illegal unless it conforms to the code, while new language tries to promote free speech.

"A sign is presumptively lawful unless it violates something in here," Ferguson said.

Mayor Darren Córdova said he wanted to dispel rumors that the code revisions were directed at former mayoral candidate Jeff Northrup, who can often be seen along the road with colorful protest signs.

"This is a complete cleanup of the sign code," he said.

However, Córdova did say some revisions will affect picketers such as Northrup, as they specifically disallow the placement of signs on public rights of way. He said signs should not be able to obstruct sidewalks.

Several members of the public, including Northrup, attended Tuesday's meeting to express concerns about the code's potential effects on First Amendment rights.

Jeanne Green said the town should exercise restraint when attempting to limit political speech, such as restricting pro-

testers to hand-held signs.

"Be careful about treading on our rights," she said.

Cliff Bain also said the town should protect political speech rather than restricting protesting activities in town.

"I haven't seen a real problem," he said. "I haven't seen a safety issue."

Both Green and Bain said they had not had time to review the ordinance prior to the meeting; Bain said the town should have made the revised code available online for public review.

Council Member Gene Sánchez said public participation is important while dealing with this "critical issue" and suggested continuing the hearing to Sept. 14.

Following the hearing, Green said she is not worried about the draft code's effects on commercial speech.

"I just wanna be able to say my piece," she said.

The draft sign code sets restrictions on permanent signs, including restricting the number of signs and sign area on a property or in a window. It also prohibits certain types of signs, such as billboards, signs that flash, have mechanical parts or audio devices and inflatable signs.

The proposed code "wholly" exempts picketing, boycott and protest signs from the code provided they are hand-held, contain non-commercial messages and remain "in a person's control at all times."

The town Planning and Zoning Commission is also able to grant variances from the code, though variances cannot allow more than a 20-percent increase in size, surface area, height or other dimensions.

To review the revised code in its entirety, visit taosgov.com or e-mail Public Information Officer Cathy Connelly at cconnelly@taosgov.com.

File Edit View Insert Format Tools Actions Help


Reply Reply to All Forward

From: Cathy Connelly Sent: Tue 8/24/2010 3:15 PM

To: Cathy Connelly

Cc:

Subject: Highlight's of Town of Taos Regular Council Meeting, 8/24/10

Attachments:  Town of Taos Draft Sign Code 8.24.10.pdf (1 MB)

- 1) The Town of Taos would like new letters of interest from individuals interested in serving as the Town's Youth Councilmember – high school age youth should submit emails/letters of interest to Abigail Adame, Assistant Town Manager, aadame@taosgov.com.
- 2) Today's iteration of the rewritten/revisited sign code (attached) was discussed today as part of the August 24 Regular Town of Taos Council meeting/agenda. Four individual members of the public spoke to the issue of overall "free speech protection" within the new sign code ordinance, but referenced the fact that they had not been able to thoroughly review the document. The Town's Attorney and Mayor/Council said that particular attention was paid to researching/applying sections to protect free speech within the new draft. However, all agreed that continuing the item to the 1:30 pm, September 14 next Regular Council Meeting was fine in order to give everyone additional time to review/comment on this iteration of the ordinance. This discussion and ordinance consideration was continued from the July 23 meeting. Note: The public is reminded that Town agendas/documents of this type are not only sent out by this office via email, but can also be viewed online at www.TaosGov.com. Please encourage members of the public to "opt in" for such emails at cconnelly@taosgov.com.
- 3) The lease was approved for UNM Taos for 115 Civic Plaza Dr.
- 4) Ordinance 10-18 approved, amending sections of the Land Use Development Title of the Taos Town Code regarding the number of parking spaces required and allowing a small, but increased amount of parking, in front of newly constructed multi-family, commercial and special use buildings and/or structures – to a great extent acknowledging Taos' unique, historic downtown area (and limited parking), as well as the more recent custom of some street-front parking of commercial buildings down Paseo del Pueblo Sur. Some amendments were made by Council to the ordinance as presented including limiting "front of building parking" to "two rows, including ADA parking". Contact Rudy Perea rperea@taosgov.com in Town Planning for a copy of this revised ordinance. This ordinance consideration was continued from the July 23 meeting.
- 5) Approval of Ordinance 10-21, adpting by reference the 2010 Compilation of the New Mexico Uniform Traffic Ordinance.
- 6) Budget acceptance as well as budget application approvals for Federal Transit Act funding of the Town of Taos Chile Line 2010-11 and 2011-12 in amounts of \$522,290.08 and \$542,550, respectively by federal fiscal year. Note: Should the Town take action concerning the Chile Line's current operation, these funds are amendable/transferable to underwrite a revised schedule and/or other

1

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The Town Of Taos - Windows Internet Explorer

http://www.taosgov.com/

File Edit View Favorites Tools Help

Favorites Suggested Sites Free Hotmail Web Slice Gallery

The Town Of Taos

Youth & Family Center

Parks & Plaza

Introduction

Taos Plaza

Fred Baca

Kit Carson

Taos Municipal Court

Court Home

Court Online Payment

Public Services

Public Works Home

Public Utilities Home

Legal

Town Code

Uniform Traffic Ordinance

Resolutions

Related Links

Library

Convention Center


Pertinent Information

History - About Taos

Special Projects

Navigation

Type in Keyword



Taos Master Calendar

Click [here](#) to view/download PDF of Town of Taos municipal September 2010 events.

Taos Historic District Shopping/Visitor Map

Click [here](#) for map to downtown Town-subsidized free parking lot locations, paid meter parking, paid private lot parking, public restrooms, and transportation stops.

Click [here](#) to view the Town of Taos Draft Sign Code 8-24-10

The new Taos Express Shuttle stops in the free public parking lot off of Camino de la Placita next to Our Lady of Guadalupe Church. For Taos Express reservations and information call 575-751-4459. \$10 adult round trips between Santa Fe and Taos. Schedules and other details also on www.taosexpress.com. To check out Chile Line in-town bus schedules, [click here](#).

NOTICE OF PROPOSED ADOPTION OF ORDINANCE 10-06 AMENDMENT TO ORDINANCE 09-31 AMENDING SECTION 6. Click [here](#) to view the Amendment.

Active RFP's and Bid Requests.

Click [here](#) for the current Town bids and proposal documents.

Page 159 of 173

Start Running - BlackBerry Des... Inbox - Microsoft Outlook 5 Reminders MINUTES



September 14, 2010

Title:

Amos Torres, Public Utilities Director

Summary:

Consideration and approval of Contract TT-11-123 to Advantage Asphalt & Seal Coating, LLC in the amount of \$558,842 plus NMGR (7.125%) for a total contract price of \$598,659.49. The contract is for the construction of a water and sewer line on Este Es Road from NM 68 to Maestas Road. Advantage Asphalt & Seal Coating was the low bidder for Bid # 10-11-01. Bids were opened publicly on September 7, 2010.

Background:

This project is to be paid from a NMDOT Grant and Town of Taos funds. There were a total of eight bidders on this project with Advantage Asphalt & Seal Coating being the low bidder. Engineer Alex Abeyta of Abeyta Engineering has made a recommendation to award this project to Advantage Asphalt.

Attachments:

Click to download

 [Engineers recommendation](#)

 [Bid Tab](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/9/2010 10:46 AM	Approved	Town Manager
9/9/2010 10:51 AM	Approved	Town Clerk

ABEYTA ENGINEERING, INC.
P.O. BOX 1499
RANCHOS DE TAOS, NM 87557
PHONE: 737-0377 FAX: 737-0373

September 8, 2010

Ms. Tina Torres, Procurement Officer
Town of Taos
400 Camino de La Placita
Taos, New Mexico 87571

**RE: INTERCEPTOR B2 SEWER LINE EXTENSION AND WEIMER HILLS WATER
DISTRIBUTION PROJECT - CERTIFIED BID TABULATION -
RECOMMENDATION TO AWARD PROJECT TO ADVANTAGE ASPHALT**

Dear Ms. Torres:

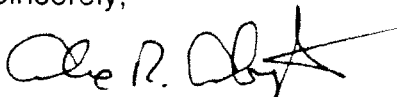
Sealed bids for the Town of Taos Interceptor B2 Sewer Line Extension and Weimer Hills Water Distribution Project were opened at the Town of Taos on September 7, 2010 at 2:00 p.m. Eight bids were received with the bid results as shown in the attached certified bid tabulation.

The low bidder is Advantage Asphalt with a base bid amount of \$558,842.00.

I recommend that the Mayor and Council award the Interceptor B2 Sewer Line Extension and Weimer Hills Water Distribution Project to the low bidder, Advantage Asphalt, in the amount of \$558,842.00 plus applicable New Mexico Gross Receipts Tax.

If you have any questions, please call me at 737-0377.

Sincerely,



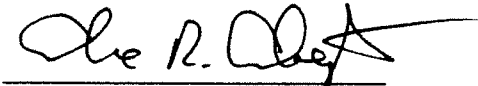
Alex R. Abeyta, P.E.
President/Civil Engineer

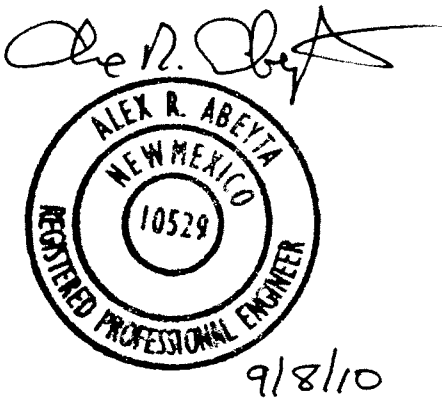
xc: Amos Torres, Town of Taos Public Utilities Director

TOWN OF TAOS
INTERCEPTOR B2 SEWER LINE EXTENSION AND WEIMER HILLS WATER DISTRIBUTION PROJECT
BID TABULATION - PAGE 1 OF 1

ITEM NO	ITEM DESCRIPTION	QTY.	UNT.	TRIAD BUILDERS UNIT		ADVANTAGE ASPHALT UNIT		TLC PLUMBING UNIT		SAMCON UNIT		KR SWERDFEGER UNIT		SILVA'S EXCAVATION UNIT		PURGATOIRE CONSTRUCTION UNIT		J & D CONTRACTING UNIT		ENGINEER ESTIMATE	
				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	MOBILIZATION	1	LS	\$99,000.00	\$99,000.00	\$12,500.00	\$12,500.00	\$38,498.65	\$38,498.65	\$116,102.00	\$116,102.00	\$24,000.00	\$24,000.00	\$31,727.00	\$31,727.00	\$12,000.00	\$12,000.00	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00
2	TRAFFIC CONTROL BY CONTRACTOR	1	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$21,412.42	\$21,412.42	\$11,594.00	\$11,594.00	\$22,000.00	\$22,000.00	\$25,000.00	\$25,000.00	\$22,800.00	\$22,800.00	\$21,300.00	\$21,300.00	\$10,000.00	\$10,000.00
3	CONSTRUCTION STAKING BY CONTRACTOR	1	LS	\$5,800.00	\$5,800.00	\$12,000.00	\$12,000.00	\$18,870.55	\$18,870.55	\$16,500.00	\$16,500.00	\$11,500.00	\$11,500.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$17,250.00	\$17,250.00	\$12,000.00	\$12,000.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$2,569.15	\$2,569.15	\$5,560.00	\$5,560.00	\$24,000.00	\$24,000.00	\$38,977.00	\$38,977.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00
4A	REMOVAL & DISPOSAL OF EXISTING PMBP WITHIN ESTE ES. ROAD SECTION	1	LS	\$19,000.00	\$19,000.00	\$5,000.00	\$5,000.00	\$5,944.13	\$5,944.13	\$14,300.00	\$14,300.00	\$13,500.00	\$13,500.00	\$23,500.00	\$23,500.00	\$18,000.00	\$18,000.00	\$53,150.00	\$53,150.00	\$12,500.00	\$12,500.00
5	CLEARING AND GRUBBING	1	LS	\$15,500.00	\$15,500.00	\$2,500.00	\$2,500.00	\$1,897.25	\$1,897.25	\$3,910.00	\$3,910.00	\$4,100.00	\$4,100.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$3,525.00	\$3,525.00	\$2,000.00	\$2,000.00
6	SAMPLING AND TESTING BY THE CONTRACTOR - ALLOWANCE	1	AL	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
7	6" PVC SDR-35 SEWER LINE (Incl. bedding, backfill, compaction, & fittings)	40	LF	\$27.00	\$1,080.00	\$20.00	\$800.00	\$18.25	\$730.00	\$38.00	\$1,520.00	\$50.00	\$2,000.00	\$13.00	\$520.00	\$30.00	\$1,200.00	\$11.00	\$440.00	\$8.00	\$320.00
8	8" PVC SDR-35 SEWER LINE (Incl. bedding, backfill, compaction, & fittings)	7,074	LF	\$18.00	\$127,332.00	\$7.00	\$49,518.00	\$23.00	\$162,702.00	\$8.18	\$57,865.32	\$15.00	\$106,110.00	\$8.00	\$56,592.00	\$32.00	\$226,368.00	\$11.50	\$81,351.00	\$9.00	\$63,666.00
9	TRENCHING FOR SEWER: DEPTH < 8 FT.	5,060	LF	\$19.00	\$96,140.00	\$11.50	\$58,190.00	\$12.57	\$63,604.20	\$17.80	\$90,068.00	\$16.00	\$80,960.00	\$13.00	\$65,780.00	\$20.00	\$101,200.00	\$24.35	\$123,211.00	\$22.00	\$111,320.00
10	TRENCHING FOR SEWER: DEPTH > 8 FT.	1,945	LF	\$32.00	\$62,240.00	\$14.50	\$28,202.50	\$12.57	\$24,448.65	\$24.00	\$46,680.00	\$20.00	\$38,900.00	\$20.00	\$38,900.00	\$20.00	\$38,900.00	\$47.10	\$91,609.50	\$24.00	\$46,680.00
11	4' DIA. TYPE C MANHOLE: 4 TO 6 FT.	4	EA	\$3,600.00	\$14,400.00	\$2,300.00	\$9,200.00	\$2,746.00	\$10,984.00	\$3,240.00	\$12,960.00	\$2,700.00	\$10,800.00	\$1,400.00	\$5,600.00	\$3,345.00	\$13,380.00	\$4,900.00	\$19,600.00	\$2,000.00	\$8,000.00
12	4' DIA. TYPE E MANHOLE: 6 TO 12 FT.	17	EA	\$4,800.00	\$81,600.00	\$2,350.00	\$39,950.00	\$3,003.00	\$51,051.00	3640	\$61,880.00	3150	\$53,550.00	1800	\$30,600.00	\$3,410.00	\$57,970.00	\$6,525.00	\$110,925.00	\$2,500.00	\$42,500.00
13	4' DIA. TYPE E MANHOLE: > 12 FT.	3	EA	\$6,500.00	\$19,500.00	\$3,000.00	\$9,000.00	\$4,155.00	\$12,465.00	\$5,318.00	\$15,954.00	\$3,500.00	\$10,500.00	\$2,100.00	\$6,300.00	\$4,000.00	\$12,000.00	\$9,610.00	\$28,830.00	\$4,000.00	\$12,000.00
14	4' DIA. TYPE D MANHOLE: STD DROP	2	EA	\$8,000.00	\$16,000.00	\$3,000.00	\$6,000.00	\$4,612.00	\$9,224.00	\$4,610.00	\$9,220.00	\$7,000.00	\$14,000.00	\$2,500.00	\$5,000.00	\$3,800.00	\$7,600.00	\$11,100.00	\$22,200.00	\$4,000.00	\$8,000.00
15	4" SDR 35 SEWER SERVICE LINES (Incl. trenching, Y connect to main, bedding, backfill, compaction, & fittings)	2,000	LF	\$37.00	\$74,000.00	\$10.00	\$20,000.00	\$29.04	\$58,080.00	\$31.00	\$62,000.00	\$13.50	\$27,000.00	\$20.00	\$40,000.00	\$30.00	\$60,000.00	\$36.00	\$72,000.00	\$24.00	\$48,000.00
16	Base Course - 4" thick (Final surfacing) - approx. 18' wide by 6,210' length	12,420	SY	\$14.00	\$173,880.00	\$5.95	\$73,899.00	\$4.15	\$51,543.00	\$7.34	\$91,162.80	\$17.50	\$217,350.00	\$3.65	\$45,333.00	\$4.60	\$57,132.00	\$4.00	\$49,680.00	\$3.75	\$46,575.00
16A	Pit-Run - 8" thick (Subbase) - approx. 19.5' wide by 6,210' length	13,455	SY	\$18.00	\$242,190.00	\$5.50	\$74,002.50	\$7.00	\$94,185.00	\$8.60	\$115,713.00	\$13.00	\$174,915.00	\$2.67	\$35,924.85	\$6.00	\$80,730.00	\$4.10	\$55,165.50	\$4.00	\$53,820.00
17	8 - INCH C-900 PVC WATERLINE - Incl. all trenching, backfill, bedding, fittings, and materials used	4,619	LF	\$31.00	\$143,189.00	\$20.00	\$92,380.00	\$23.00	\$106,237.00	\$18.92	\$87,391.48	\$21.75	\$100,463.25	\$18.50	\$85,451.50	\$26.00	\$120,094.00	\$28.25	\$130,486.75	\$30.00	\$138,570.00
18	8 - INCH GATE VALVES AND ASSEMBLIES	7	EA	\$1,400.00	\$9,800.00	\$1,100.00	\$7,700.00	\$1,370.00	\$9,590.00	\$1,275.00	\$8,925.00	\$1,300.00	\$9,100.00	\$1,428.00	\$9,996.00	\$1,430.00	\$10,010.00	\$1,520.00	\$10,640.00	\$1,800.00	\$12,600.00
19	6-INCH FIRE HYDRANT ASSEMBLY (Incl. 6-inch gate valve)	6	EA	\$4,000.00	\$24,000.00	\$3,500.00	\$21,000.00	\$3,828.00	\$22,968.00	\$3,826.00	\$22,956.00	\$3,500.00	\$21,000.00	\$3,400.00	\$20,400.00	\$4,500.00	\$27,000.00	\$4,925.00	\$29,550.00	\$2,500.00	\$15,000.00
20	WATER METERS AND ASSEMBLIES, INSTALLED (Incl. saddle on mainline, corp. stop, meter can, riser, valves)	16	EA	\$1,400.00	\$22,400.00	\$650.00	\$10,400.00	\$1,008.00	\$16,128.00	\$915.00	\$14,640.00	\$850.00	\$13,600.00	\$812.50	\$13,000.00	\$1,300.00	\$20,800.00	\$1,335.00	\$21,360.00	\$350.00	\$5,600.00
21	1 - INCH COMBINATION AIR VACUUM VALVE ASSEMBLIES	2	EA	\$1,600.00	\$3,200.00	\$800.00	\$1,600.00	\$1,075.00	\$2,150.00	\$1,492.00	\$2,984.00	\$2,000.00	\$4,000.00	\$2,200.00	\$4,400.00	\$1,325.00	\$2,650.00	\$2,100.00	\$4,200.00	\$800.00	\$1,600.00
TOTAL BASE BID					\$1,284,051.00		\$558,842.00		\$795,282.00		\$879,885.60		\$993,348.25		\$614,001.35		\$930,834.00		\$1,009,473.75		\$683,751.00
PERCENT OF ENGINEER ESTIMATE					187.80%		81.73%		116.31%		128.69%		145.28%		89.80%		136.14%		147.64%		

I HEREBY CERTIFY THAT THE ABOVE FIGURES WERE RECEIVED AT THE BID OPENING AT 2:00 PM ON SEPTEMBER 7, 2010
AT THE TOWN OF TAOS MUNICIPAL BUILDING (TOWN HALL), "TRAINING ROOM", 400 CAMINO DE LA PLACITA, TAOS, NEW MEXICO 87571


ALEX R. ABEYTA, P.E.
REGISTERED PROFESSIONAL ENGINEER





September 14, 2010

Title:

Cathy Connelly, Public Relations Director

Summary:

Update and overview from the special committee focused on the commemoration of the 40th Anniversary of the Return of Blue Lake to Taos Pueblo. Linda Yardley, Chair. Dates are September 17 and 18, 2010.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:33 AM	Approved	Town Manager
9/7/2010 11:34 AM	Approved	Town Clerk



September 14, 2010

Title:

Cathy Connelly, Public Relations Director

Summary:

Update by Cathy Connelly, Public Relations Director, on two new community/tourism initiatives - the Taos Master Calendar, www.TaosSacredPlaces.com/calendar, and the Historic District Shopping map. Part of this review is to continue with community outreach for everyone to take advantage of these new, free services.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:35 AM	Approved	Town Manager
9/7/2010 11:35 AM	Approved	Town Clerk



September 14, 2010

Title:

Marietta Fambro, Finance Director

Summary:

Approval of the Annual Operating Budget for FY 2010-2011 by Department of Finance and Administration (DFA) and to be made a part of the minutes of the governing body with adjustments by DFA to the Fire Protection Fund and the Law Enforcement Protection Fund as noted in the attachment.

Background:

In accordance with Section 6-6-2-(E) NMSA 1978, the Local Government Division certifies your final FY 2010-2011 budget. Budgets approved by the Division are required to be made a part of the minutes of the governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978, provides that the approved budget will be binding on local officials and governing authorities. Any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for such claims and warrants allowed.

Attachments:

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📎 [DFA Approval Letter](#)

APPROVALS:

Date/Time:	Approval:	Department:
9/7/2010 11:51 AM	Approved	Town Clerk



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building, Ste 201 • Santa Fe, New Mexico 87501
Phone: (505) 827-4950 • FAX (505) 827-4948
www.nmdfa.state.nm.us

BILL RICHARDSON
GOVERNOR

KATHERINE B. MILLER
CABINET SECRETARY

August 18, 2010

The Honorable Darren M. Cordova
Mayor, Town of Taos
400 Camino de la Placita
Taos, NM 87571

Dear Mayor Cordova:

Your final budget for Fiscal Year 2010-11, as approved by your governing body, has been reviewed and we find it has been developed in accordance with applicable statutes. Sufficient resources appear to be available to cover budgeted expenditures. ***Please note the attached adjustments attached.***

In accordance with Section 6-6-2-(E) NMSA 1978, the Local Government Division (Division) certifies your final FY 2010-11 budget. However, 2.2.3 NMAC requires that your most recent audit that should have been submitted to the Office of the State Auditor as of this time is for FY 2008-09. If you are behind in the submission of your annual audit(s), then this certification is conditional upon your due diligence to get in compliance with this rule.

Budgets approved by the Division are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978, provides that the approved budget will be binding on local officials and governing authorities. Any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for such claims and warrants allowed.

Furthermore, state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is further governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the Anti-donation clause.

Finally, please be advised that prior approval by the Division is required by Section 6-6-2-(G) NMSA 1978, on all budget increases, and transfers between funds.

If you have any questions, please call me at (505) 827-4964.

Sincerely,

A handwritten signature in dark ink, appearing to read "Susan Rodriguez".

Susan Rodriguez

Executive Budget Analyst

New Mexico Department of Finance and Administration
Local Government Division
Budget Request Recapitulation
ROUNDED TO NEAREST DOLLAR

Fiscal Year 2010-2011

MUNICIPALITY:
Town of Taos

FUND TITLE	FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @ JULY 1	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
GENERAL FUND - Operating (GF)	101 ✕	\$189,529	\$1,107,455	10,666,005	(74,479)	10,828,045	\$1,060,464	902,337	\$158,127
CORRECTION	201 ✕	\$15,194	\$7,000	52,140	45,000	98,734	\$20,600		\$20,600
ENVIRONMENTAL GRT	202	\$0	\$0	0	0	0	\$0		\$0
EMS	206	\$0	\$0	0	0	0	\$0		\$0
ENHANCED 911	207	\$0	\$0	230,458 0	0	0	\$0		\$0
FIRE PROTECTION FUND	209	\$58,369	\$377,220 ✓	178,836	0	614,425	51,622 (\$0)		(\$0)
LEPF	211 ✕	\$513	\$0	32,600	0	33,113 32,600	513		\$513
LODGERS' TAX	214 ✕	\$162,803	\$40,000 ✓	880,800	(215,655)	783,475	\$84,473		\$84,473
MUNICIPAL STREET	216	\$39,038	\$0 ✓	1,004,864	(1,043,902)	0	(\$0)		(\$0)
RECREATION	217 ✕	\$1,477	\$40,000	12,179	0	43,201	\$10,455		\$10,455
INTERGOVERNMENTAL GRANTS	218	\$0	\$0	0	0	0	\$0		\$0
SENIOR CITIZEN	219	\$0	\$0	0	0	0	\$0		\$0
DWI PROGRAM	223	\$0	\$0	0	0	0	\$0		\$0
OTHER	299 ✕	\$41,286	\$22,000	385,977	532,702	935,654	\$46,310		\$46,310
CAPITAL PROJECT FUNDS	300 ✕	\$1,273,177	\$1,572,342	6,360,727	(277,371)	8,370,662	\$558,213		\$558,213
G. O. BONDS	401	\$0	\$0	0	0	0	\$0		\$0
REVENUE BONDS	402 ✕	\$619,941	\$268,764	1,600	1,484,903	1,454,790	\$920,417		\$920,417
DEBT SERVICE OTHER	403	\$0	\$0	0	0	0	\$0		\$0
ENTERPRISE FUNDS	500								
Water Fund	✕	\$342,752	\$6,569	1,329,239	(2,213,871)	755,119	(\$1,290,430)		(\$1,290,430)
Solid Waste	✕	\$1,901,641	\$324,500	2,789,290	(189,419)	2,810,659	\$2,015,353		\$2,015,353
Waste Water	✕	\$2,069	\$0	1,299,060	1,373,971	1,371,335	\$1,303,765		\$1,303,765
Airport		\$0	\$0	0	0	0	\$0		\$0
Ambulance		\$0	\$0	0	0	0	\$0		\$0
Cemetery		\$0	\$0	0	0	0	\$0		\$0
Housing		\$0	\$0	0	0	0	\$0		\$0
Parking		\$0	\$0	0	0	0	\$0		\$0
Water Rights/Utility Improvements Funds	✕	\$1,002,637	\$1,300,095	10,370,453	578,121	11,383,053	\$1,868,252		\$1,868,252
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
Other Enterprise (enter fund name)		\$0	\$0	0	0	0	\$0		\$0
INTERNAL SERVICE FUNDS	600	\$0	\$0	0	0	0	\$0		\$0
TRUST AND AGENCY FUNDS	700	\$64,920	\$67,500 ✓	14,752	0	147,172	\$0		\$0
Grand Total		\$5,715,343	\$5,133,445	\$35,378,522	(\$0)	\$39,628,925	\$6,598,386	\$902,337	\$5,696,048

to include L.S. & L.S. & administrative costs. due to administrative factors to reach

MUNICIPALITY:

SPECIAL REVENUE FUNDS

Fiscal Year

2010-2011

Town of Taos

SPECIAL REVENUE FUNDS	FUND NUMBER	6/30/2007 FISCAL YEAR ACTUAL	6/30/2008 FISCAL YEAR ACTUAL	FY 2009 FINAL BUDGET 6/30/2009	VARIANCE FY2008 - FY2009 INC / (DEC) %	FY 2010 BUDGET REQUEST	VARIANCE FY2009 - FY2010 INC / (DEC) %
CORRECTIONS	201						
REVENUES							
Correction Fees	201	43,844	29,279	52,140	78.08%	52,140	(0.00%)
Miscellaneous	201	0	0	0	n/a	0	n/a
TOTAL Revenues		43,844	29,279	52,140	78.08%	52,140	(0.00%)
EXPENDITURES	201	82,743	86,531	94,000	8.63%	98,734	5.04%
OTHER FINANCING SOURCES							
Transfers In	201	0	9,000	34,000	277.78%	45,000	32.35%
Transfers (Out)	201	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	9,000	34,000	277.78%	45,000	32.35%
ENVIRONMENTAL	202						
REVENUES							
GRT - Environmental	202	0	0	0	n/a	0	n/a
Miscellaneous	202	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	202	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	202	0	0	0	n/a	0	n/a
Transfers (Out)	202	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
EMS	206						
REVENUES							
State EMS Grant	206	0	0	0	n/a	0	n/a
Miscellaneous	206	0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES	206	0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In	206	0	0	0	n/a	0	n/a
Transfers (Out)	206	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
E911	207						
REVENUES							
State-E-911 Enhancement		0	0	0	n/a	0	n/a
Network & Data Base Grant		0	0	0	n/a	0	n/a
Miscellaneous		0	0	0	n/a	0	n/a
TOTAL Revenues		0	0	0	n/a	0	n/a
EXPENDITURES		0	0	0	n/a	0	n/a
OTHER FINANCING SOURCES							
Transfers In		0	0	0	n/a	0	n/a
Transfers (Out)		0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a
FIRE PROTECTION	209						
REVENUES							
State - Fire Marshall Allotment	209	188,280	195,200	236,430	21.12%	236,430	(24.36%)
Miscellaneous	209	0	0	0	n/a	0	n/a
TOTAL Revenues		188,280	195,200	236,430	21.12%	236,430	(24.36%)
EXPENDITURES	209	146,638	147,740	544,709	268.70%	614,425	12.80%
OTHER FINANCING SOURCES							
Transfers In	209	0	0	0	n/a	0	n/a
Transfers (Out)	209	0	0	0	n/a	0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	n/a	0	n/a



September 14, 2010

Title:

Matthew Spriggs, Community and Economic Development Director

Summary:

Update regarding the Artspace project and the pending Pre-Development Services contract with Artspace for the construction of an Artspace affordable live/work building in Taos.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/8/2010 2:56 PM	Approved	Town Manager
9/8/2010 2:56 PM	Approved	Town Clerk



September 14, 2010

Title:

Marietta Fambro, Finance Director

Summary:

Consideration and approval of Resolution 10-50 Budget Adjustment Request: 1) Water Rights Fund (64) - Decrease unreserved fund balance and increase interfund transfer out to Fund 81 in the amount of \$132,323 to cover balance for a total construction amount of the Water only portion of Este Es Infrastructure improvements. 2) Utility Improvements Fund (81) Increase interfund transfer in from Fund 64 and Capital Outlay expenditures for the Este Es Infrastructure project (81-new) to cover the balance needed for the Water only portion of this project.

Background:

Town of Taos Policy requires Council approval on all budget transfers that transfer funds between cost categories, (ie. Personnel, Operating Expenses and Capital Outlay), interfund transfers, budget increases, projects to projects and new projects.

Attachments:

Click to download

[Resolution 10-50](#)

[Budget Breakdown](#)

APPROVALS:

Date/Time:

Approval:

Department:

9/10/2010 3:32 PM

Approved

Town Clerk



**TOWN OF TAOS, NEW MEXICO
RESOLUTION 10-50**

WHEREAS the Town of Taos has adopted its operating budget for the fiscal year ending June 30, 2011, and

WHEREAS the governing body of the Town of Taos, meeting in Regular Session this 14th day of September, 2010 wishes to adjust its operating budget for the fiscal year ending June 30, 2011.

NOW, THEREFORE be it resolved that the governing body of the Town of Taos, meeting in Regular Session this 14th day of September, 2010, adopts this budget adjustment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration to effect this budget adjustment.

Water Rights Fund (64)

Revenues and Other Sources:

Unreserved Fund Balance	\$ (132,323.00)
-------------------------	-----------------

Expenditures and other Financing Uses:

Interfund Transfer Out to Fund 81	\$ 132,323.00
-----------------------------------	---------------

(To adjust the Water Rights Fund, this budget adjustment will decrease the unreserved fund balance and increase the transfer out to fund 81 to cover the balance of the water portion for the Este Es Infrastructure project.)

Utility Improvements Fund (81)

Revenues and Other Sources:

Interfund Transfer in from Fund 64	\$ 132,323.00
------------------------------------	---------------

Expenditures and other Financing Uses:

Capital Outlay – Este Es Infrastructure Project (Water Portion)	\$ 132,323.00
---	---------------

(To adjust the Utility Improvements Fund, this budget adjustment will increase interfund transfer in and expenditures for the construction of Este Es Infrastructure Project – water portion only.)

PASSED, APPROVED, AND ADOPTED THIS 14th DAY OF SEPTEMBER 2010.

Mayor Pro Tem Rudy C. Abeyta	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Amy J. Quintana	_____
Councilmember Michael A. Silva	_____

TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

APPROVED AS TO FORM

Renee Lucero, Town Clerk

Allen Ferguson, Jr., Town Attorney

APPROVED:

Department of Finance and Administration

Date: _____

BUDGET LINE ITEMS	PROJECT	ORIGINAL BUDGET	SPENT TO DATE	YTD ENCUMBERED	UNENCUMBERED BALANCE
81-12-45003	Este Es Rd Sewer Line	\$ 300,000.00	\$ -		\$ 300,000.00
81-70-45003	Este Es Road Infrastructure	\$ 218,900.00	\$ 5,252.00	Abeyta Eng \$ 47,311.09	\$ 166,336.91
<hr/>					
AWARD AMOUNT		Advantage Asphalt	WATER ONLY	SEWER ONLY	
Total Base Amount		\$ 558,842.00	\$ 309,481.50	\$ 249,360.50	
NMGRT @ 7.125%		\$ 39,817.49	\$ 22,050.56	\$ 17,766.94	
TOTAL CONSTRUCTION AMOUNT		\$ 598,659.49	\$ 331,532.06	\$ 267,127.44	
<hr/>					
Unencumbered Amount 81-12		\$ 300,000.00			\$ 466,336.91
<hr/>					
Advantage - Sewer Only		\$ 267,127.44		\$ 267,127.44	
Advantage - Portion of Water Only		\$ 32,872.56	\$ 32,872.56		
		\$ 300,000.00	\$ 32,872.56	\$ 267,127.44	
<hr/>					
Unencumbered Amount 81-70		\$ 166,336.91			
Advantage - Portion of Water only		\$ 166,336.91	\$ 166,336.91		
<hr/>					
Water Rights Fund Transfer					
Advantage - Needed from Water Rights		\$ 132,322.59	\$ 132,322.59		
		\$ 331,532.06	\$ 267,127.44		