



AGENDA
November 23, 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. September 28, 2010 Regular Meeting Minutes
- B. October 1, 2010 Special Meeting Minutes 1:30 p.m.
- C. October 1, 2010 Special Meeting Minutes 2:00 p.m.
- D. October 26, 2010 Regular Meeting Minutes

6. 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.

7. CONSENT AGENDA

- A. Loretta Trujillo, Human Resources Director
Consideration and approval of Resolution 10-69; Waiving the provisions of Town Code 3.80.070 with respect to hiring of an immediate family member of a current Town employee. The Town proposes to hire Aaron Molina into a temporary position as a Recreation Specialist at the Youth and Family Center. Mr. Molina is the son of Town Employee, Roberto Molina who works at the Police Department. The employment of Aaron Molina would not create a direct or indirect

supervisor/subordinate relationship nor a conflict of interest.

B. Rick Anglada, Chief of Police

Consideration and approval of extension (third) of Contract TT-08-149 - Agreement for Confinement of Prisoners with San Miguel County Detention Center. The Town of Taos has an agreement with San Miguel County Detention Center to house Town of Taos prisoners. The agreement is for a term of one year from December 14, 2010 to December 14, 2011. The Town of Taos, under the agreement, shall pay San Miguel County the total amount of \$65 per prisoner per day and a \$20 booking fee for each prisoner. Line item: 25-14-44005.

C. Matters from Mayor and Council

Consideration and approval to replace two current Recycling Advisory Committee members (Jean Nichols and Steve Fuhlendorf) and appointing Suzie Schwartz and Virginia Van Eaton as new members.

8. MATTERS FROM STAFF

A. Daniel Miera, Town Manager

Joleen Montoya and Sue Goldberg, Co-Directors of Bridges Project for Education, will report on the deliverables of their contract with the Town of Taos to provide free comprehensive college counseling to students and their families.

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

Acceptance of a grant with the State of New Mexico Department of Finance and Administration in the amount of \$100,000 for backstage cinema, sound and lighting and front of house improvements to the Taos Community Auditorium.

9. PUBLIC HEARINGS

A. Amos Torres, Public Utilities Director

Consideration and approval of Town of Taos Resolution 10-63; Adjustment to Town of Taos Water and Wastewater rates. The rate increase was the result of a Utility Rate Study completed in November, 2008 by Souder Miller & Associates. The Town of Taos has had several meetings and a workshop on the rate study to review several options presented in the study. The Town of Taos has not raised the water and sewer rates since 1997; however, the proposed rate increase will still be lower than those of surrounding municipalities.

B. Matthew Spriggs, Community Economic Development Director

Consideration and approval of Ordinance 10-23A; Approving a Local Economic Development Project Participation Agreement between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town commercial kitchen facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding the tax base and the safeguarding of public resources. Also consideration and approval of a Facilities Use Agreement implementing

the Project Participation Agreement. ***(Continued from the Regular Town Council Meeting held on October 26, 2010 and November 9, 2010)***

C. **Rudy Perea, Senior Planner**

Consideration and approval of Ordinance 10-28. This ordinance amends the Town of Taos Official Zoning Map with respect to property located at 125 La Posta Road. The property owner filed a petition to change the zone of a 5.6+- acre parcel from an R-14 Multi-Family Residential Zone to an R-14 Multi-Family Residential Zone with a Planned Unit Overlay Development Zone. ***(Continued from the Regular Town Council Meeting held on November 9, 2010)***

10. MATTERS FROM THE TOWN MANAGER

A. **Town of Taos Reorganization**

Discussion regarding the reorganization of the Town of Taos.

11. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. **Resolution 10-55**

Consideration and approval of Resolution 10-55; A resolution of the Town of Taos establishing regional coalition with (LANL) Los Alamos National Laboratory Communities.

12. ADJOURNMENT

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

- *To request details on an agenda item please contact the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005.*
- *If you are an individual with a disability who is in need of aid or service to attend and/or participate in a meeting of the Town of Taos Council, please contact the office of the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005 at least 24 hours in advance.*

- *For copies of this agenda please pick-up at Town Hall.*



November 23, 2010

Title:

September 28, 2010 Regular Meeting Minutes

Summary:

Background:

Attachments:

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APPROVALS:

Date/Time:

11/15/2010 9:05 AM

Approval:

Approved

Department:

Town Clerk



MINUTES
September 28, 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, 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:

Councilmember, A. Eugene Sanchez

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

1 unanimously.
2

3 **5. AWARDS AND RECOGNITIONS**

4 A. Presentation of Proclamation for Non-Violence Day in Taos

5 Mayor Cordova presented a proclamation proclaiming September 28,
6 2010 as Non-Violence Day in Taos.

7
8 Nicole Romero, co-sponsor of the Walk for Non-Violence event, invited the
9 Mayor, Council and community to the Walk for Non-Violence on Saturday,
10 October 2, 2010 at 4:00 p.m. beginning at Town Hall. Ms. Romero stated her
11 brother was recently murdered and her uncle was murdered shortly thereafter.
12 She also stated many families in Taos have been affected by violence and
13 asked for the community in join her in bringing awareness to this problem.

14 Gordon Hirsch, co-sponsor for the event, urged the Mayor, Council and citizens
15 to get involved in protecting the community from violence.

16 Mayor Cordova thanked Ms. Romero and Mr. Hirsch for organizing the event.
17 He further thanked Ms. Romero for having the courage to tell her story. He
18 stated violence affects the entire community and everyone must work together
19 to address it.

20 B. Presentation of Proclamation for Walk and Roll to School Day

21 Mayor Cordova proclaimed October 6, 2010 as Walk and Roll to School
22 Day in Taos.

23 Rose Bauhs expressed the importance of walking and exercising to promote
24 health benefits.

25 C. Presentation of Proclamation Honoring Geronimo Lujan

26 Mayor Cordova proclaimed September 25, 2010 as Geronimo Lujan
27 Day in Taos in honor of Geronimo Lujan.

28
29 Mayor Cordova stated Mr. Lujan turned 100 years old on September 25, 2010.
30 He believes it is important to acknowledge the elders of the community and
31 thank them for the wisdom they have shared throughout the years.

32 Mr. Lujan thanked all those present in the audience and stated he is very
33 pleased to be in the Town of Taos Council Chambers sharing this moment with
34 the community.

35 ***There was a brief recess for cake provided by the Lujan family.***

36
37 **6. CITIZENS FORUM**

38
39 - Jeff Northrup stated it is his belief that Town government is overspending and provides
40 too many days off and too many benefits to Town employees. He again spoke negatively
41 about Councilmember Quintana and also stated he will soon begin picketing and expects
42 Town government to ignore the fact that he will be violating the newly adopted Sign Code.

43 - R.G. Wells spoke about the upcoming General Elections and stated the citizens will vote
44 with ignorance because they do not read enough. He recommended several books for the

audience to read in order to education themselves.

- Karel Mirabal invited the Mayor and Council to the Juvenile Justice Board Meeting on October 19, 2010 at 7:30 a.m. at the Kit Carson Board Room.

- Marcia Carter asked the Mayor and Council to consider creating a task force to address the needs of the handicapped in the community.

7. MATTERS FROM STAFF

A. Francisco Espinoza, Public Works Director

Consideration and approval of contract award for Bid No. 10-11-05 for CDBG Project #10-C-NR-I-01-G-27 Reed and Alexander Road Improvements Phase 2 contingent upon New Mexico Department of Finance Administration Local Government Division and Labor Enforcement Fund approval.

Mr. Espinoza stated the bid opening was held on Monday, September 27, 2010 and he recommends awarding the bid to the low bidder - Advantage Asphalt and Seal Coating, LLC.

Councilmember Quintana made a motion to award Bid No. 10-11-05 for CDBG Project #10-C-NR-I-01-G-27 Reed and Alexander Road Improvements Phase 2 and authorization for the Mayor to enter into a contract with Advantage Asphalt and Seal Coating, Inc. in the amount of \$474,476.50 for the base bid plus \$36,035 for additive alternate 1 for a total of \$510,511.50 plus gross receipts tax. This award is contingent upon approval from the New Mexico Department of Finance Administration Local Government Division and the Labor Enforcement Fund. Mayor Pro Tem seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta and Councilmembers Quintana and Silva.

B. Cathy Connelly, Public Relations Director

Update and overview of the growth of each Thursday's Taos Food Bank by Father Rocky Shuster, St. James Episcopal Church. The church, at the corner of Gusdorf and Camino de Santiago, has organized this successful and growing critical community service.

Father Shuster stated the program has grown tremendously in the past three years and asked the Mayor and Council to volunteer to work the food line any Thursday.

C. Marietta Fambro, Finance Director (with Carol Valade, Fixed Assets Clerk)

Consideration and approval of Resolution 10-51; Approving the intergovernmental transfer of a Unimog to the Village of Taos Ski Valley. The Town is no longer in need of this piece of equipment with attachment, since the purchase of the new snow plow equipment. The Town will be receiving a belt press from the Village of Taos Ski Valley in the near future as an intergovernmental transfer.

Councilmember Quintana made a motion to approve Resolution 10-51 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 Quintana and Silva.

D. Marietta Fambro, Finance Director (with Carol Valade, Fixed Assets Clerk)

Consideration and approval of Resolution No. 10-52. Approving the disposition of obsolete equipment owned by the Town of Taos. Items include gasoline generator, engine performance analyzer, golf cart-club car, pulse light indicator, fuel separators, 2 inch meter, autofry cooking machine, old bus vaults and canisters, glass distiller, weight bench, IBM typewriter and assorted lab equipment with miscellaneous pieces.

Councilmember Quintana made a motion to approve Resolution 10-52 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 Quintana and Silva.

E. Allen Ferguson, Town Attorney

Mayor's proposal to the Town Council to consider initiating an ordinance to repeal Ordinance 10-19 Adopting a Municipal Gross Receipts Tax, pursuant to NMSA Section 7-19D-9.

Mayor Cordova stated he requested that this item be placed on the agenda to repeal Ordinance 10-19 Adopting a Municipal Gross Receipts Tax. He stated it appears the Town will be required to conduct an election in order to increase the tax and there is not enough time or money in the budget for it.

Mayor Pro Tem Abeyta stated he supports the Mayor and indicated that property taxes will be increasing by approximately 15% and the Town cannot impose additional taxes on the voters.

Councilmember Silva also agreed and stated the Council can evaluate increasing Gross Receipts Taxes at a later date.

Mayor Pro Tem Abeyta made a motion to direct staff to proceed with the publication of an ordinance repealing Ordinance 10-19. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta and Councilmembers Quintana and Silva.

F. Renee Lucero, Town Clerk

Approval of Municipal Clerk's certification of petition for voter referendum election on Municipal Local Option Gross Receipts Tax imposed by Town of Taos Ordinance 10-19 adopted on August 10, 2010. State law requires 5% of the number of voters in the municipality who were registered to vote in the most recent Regular Municipal Elections. During the Regular Municipal Elections 4,293 people were registered voters; therefore, 215 signatures are needed. Out of 383 signatures submitted on the petition, 351 signatures were verified as being qualified electors of the municipality on the list of registered voters

provided by the Taos County Clerk.

Councilmember Silva made a motion to approve the Municipal Clerks Certification of petition for voter referendum 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 Quintana and Silva.

G. Matthew Spriggs, Community and Economic Development Director

Consideration and approval of an application for economic development assistance from Cooking Studio Taos, LLC. If this application is approved, Cooking Studio Taos, LLC will enter into a Local Economic Development Project Participation Agreement which includes a facilities use agreement for the Town's Commercial Kitchen with two years of abated rent and discounted rent in years three and four and full rent in year five. In return Cooking Studio Taos, LLC will provide a specific number of new additional jobs and increase the local tax base.

Mr. Spriggs stated Council approval of this application serves as notice to staff that negotiations of a project participation agreement may begin. Additionally, Mr. Spriggs stated the Legal Department has advised him that an interim economic development plan needs to be adopted before adoption of the project participation agreement.

Councilmember Quintana asked how long it will take for Mr. Spriggs to prepare an economic development plan. Mr. Spriggs stated a simple two year economic development plan can be prepared within three weeks.

Councilmember Silva stated he is not comfortable with acting on this item at this time and wants more time to ask questions and become familiar with the application.

Mayor Pro Tem Abeyta stated staff and the applicant worked very hard over the last several weeks to prepare the application and he is ready to move forward.

Mayor Pro Tem Abeyta made a motion to approve the application for economic development assistance from Cooking Studios Taos, LLC. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta and Councilmember Quintana. Voting NAY was Councilmember Silva.

8. PUBLIC HEARINGS

A. Matthew Spriggs, Community and Economic Development Director

Consideration and adoption of Ordinance 10-23; Approving a Local Economic Development Participation Agreement between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town commercial kitchen facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding tax base and the safeguarding of public resources.

Councilmember Quintana made a motion to table Ordinance 10-23. Councilmember Silva seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta and Councilmembers Quintana and Silva.

Mayor Pro Tem Abeyta asked Mr. Miera to ensure that the economic development plan is prepared in a timely manner.

9. MATTERS FROM THE TOWN MANAGER

A. Daniel Miera, Town Manager (with Matthew Foster, Long Range Planner)

Consideration and approval Resolution 10-56. Adopting the 2012-2016 Infrastructure Capital Improvements Plan (ICIP). The ICIP is a comprehensive list of unfunded or partially funded capital projects. Each project is put into a priority list and submitted to the state Department of Finance Administration every year. The Town gets additional points on the Community Development Block Grant application if a project is included in the ICIP. The ICIP also includes a list of legislative priorities for going after legislative appropriations.

Mr. Miera stated the Infrastructure Capital Improvements Plan (ICIP) is being submitted even though it is very difficult to secure funding due to the troubled economy. He also stated preparation of the ICIP assists the Town in planning for the future.

Mr. Foster stated this plan is intended to be updated on a yearly basis. He reviewed last years priorities and asked that Council identify their top five priorities.

The Council agreed on the following five priorities:

1. Architectural Design & Construction of the Police Department Building
2. Salazar Road Extension (Paseo del Canon West to Roy Road Extension)
3. Weimer Area Sewer Line
4. Artspace Affordable Housing for Artists
5. Chamisa Road Water and Sewer Lines

Councilmember Silva made a motion to approve Resolution 10-56 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 Quintana and Silva.

10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

Mayor Cordova asked the Town Attorney to research the legalities of providing incentives from the buildings department by either reducing building permit fees or waiving building permit fees in an effort boost the construction industry. He stated the construction industry in Taos has declined due to the troubled economy and he believes providing incentives for people to continue construction projects may stimulate the economy.

Mayor Pro Tem Abeyta stated he thinks that is an excellent idea.

Mr. Ferguson stated as long as the incentive is offered for all permits, the anti-donation clause will not be violated; however, he stated he will conduct further research.

11. ADJOURNMENT

A motion was made by Mayor Pro Tem Abeyta and seconded by Councilmember Quintana to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 3:30 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.



November 23, 2010

Title:

October 1, 2010 Special Meeting Minutes 1:30 p.m.

Summary:

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Attachments:

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APPROVALS:

Date/Time:

11/15/2010 9:04 AM

Approval:

Approved

Department:

Town Clerk

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

MINUTES

1. CALL TO ORDER: The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:36 p.m.

2. ROLL CALL: Ms. Francella Garcia, Clerk's Assistant, called roll and a quorum was present.

Those present were:

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

Also present were:

Town Manager	Daniel Miera
Town Attorney	Allen Ferguson
Clerk's Assistant	Francella Garcia

Absent/Excused were:

Councilmember	A. Eugene Sanchez
Assistant Town Manager	Abigail Adame
Town Clerk	Renee Lucero

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 unanimously.

5. PUBLIC HEARINGS

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

Public hearing regarding the progress of the current CDBG project and the submission of an application to the Department of Finance and Administration Local Government Division for a Small Cities Community Development Block Grant

Town of Taos Special Meeting Minutes

October 1, 2010

1 Program (CDBG) grant. To comply with the citizen participation requirements of
2 Section 507 of the Housing and Community Development Act of 1987 CDBG
3 applicants must conduct at least one public hearing on the proposed activities. The
4 purpose of this public hearing is to report on past CDBG program activities and to
5 receive public input on community development needs and suggestions for future
6 CDBG projects.

7
8 Marietta Fambro, Finance Director, and Miranda Quintana, Grants Administrator,
9 gave a project update on the 2010 (No. 10-C-NR-I-01-G-27) Community
10 Development Block Grant (CDBG) to the listening audience. Ms. Quintana stated the
11 timeline moving forward on the Reed/Alexander Phase 2 project is the follows: On
12 October 4, 2010 the contract will be awarded, the Pre-Construction Meeting will take
13 place and the Notice to Proceed will be issued; construction will begin on October 5,
14 2010; and substantial completion will be achieved by November 17, 2010. Ms.
15 Quintana explained the project closeout will transpire from November 18 thru
16 November 24, 2010. She also explained if the Town needs additional time a
17 threshold waiver may be requested and is due on November 19, 2010.

18
19 Ms. Quintana further explained the application process to the Mayor and Council and
20 stated the Infrastructure Capital Improvement Plan (ICIP) was submitted on
21 September 30, 2010. She also explained the Mayor and Council will select the
22 CDBG project today. Furthermore, she stated the following must be completed by
23 November 24, 2010; the environmental review, plans and specifications with cost
24 estimates, and a residential survey must be conducted determining whether 51% of
25 individuals in the proposed target area are of low and moderate income. Ms. Quintana
26 indicated the CDBG application is due on December 17, 2010.

Public Opinion

27
28
29 Mayor Cordova opened the public hearing.

30
31 Amos Torres, Town of Taos Public Utilities Director, was sworn in and
32 recommended water and roadway improvements on Chamisa Road and Este Es
33 Road which is within the Town limits. He explained Chamisa Road is paved from
34 SR-68 to near Salazar Road. He further explained the width of Chamisa Road does
35 not meet minimum standards and the property owners to the south and to the north
36 have agreed to provide additional land along this stretch of road to allow for a more
37 serviceable street. Mr. Torres stated that the Town has started some improvements
38 on the road; however, the Town does not have the resources to pave the road. He
39 further stated the intersection of SR-68 and Chamisa Road does not meet the intended
40 purposes. Mr. Torres asked the Mayor and Council to consider making the Chamisa
41 Road improvement project a top priority.

42
43 Mayor Cordova inquired about Estes Es Road. Mr. Torres responded this would be a
44 combined project and explained Este Es Road would loop into Chamisa Road with a
45 water line. He recommended installing the infrastructure and utilities and possibly
46 improve the roadway, but not paving it. At a later date the Town could evaluate how
47 the entire roadway will be completed.

Town of Taos Special Meeting Minutes

October 1, 2010

1
2 A discussion took place regarding the need to signalize the intersection between Este
3 Es Road and SR-68.
4

5 Carl Colonias, Executive Director for the Rocky Mountain Youth Corps, was sworn
6 in and requested the Salazar Road extension as well as the infrastructure and utilities
7 be completed as an aid to the Rocky Mountain Youth Corps to complete their
8 campus. He further stated Rocky Mountain Youth Corps is continuing their efforts to
9 construct a campus on their ten acres of land that is essentially at the intersection of
10 what will be Este Es Road West and the Salazar Road extension. Mr. Colonias
11 further explained that Rocky Mountain Youth Corps is moving forward in obtaining
12 buildable plans and are hoping to break ground as early as next year.
13

14 Cathy Connelly was sworn in and stated the Town has issues with the smell and dust
15 coming from the composting facility at the Wastewater Treatment Plant and proposed
16 covering it to address the problem. By eliminating these problems it would expand
17 affordable housing and the real estate would be much more attractive for potential
18 continued development. She further stated this has been done very effectively in
19 Santa Fe.
20

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

24 Mayor Pro Tem Abeyta asked Mr. Torres for clarification for the listening audience if
25 the project he proposed is a combination of smaller projects for an overall larger
26 project. Mr. Torres stated yes. Daniel Miera, Town Manager added that funding
27 would be primarily used for the water line. He further stated the Town has easements
28 on Chamisa Road to continue to improve the roadways especially when the Salazar
29 Road extension is completed.
30

31 A discussion took place regarding the easements on Este Es Road and Chamisa Road.
32

33 Mr. Torres stated the priority on Chamisa Road is to install a water line along side of
34 the road leaving the pavement undisturbed. He further stated looping the system will
35 improve the quality of water and the fire protection in that area.
36

37 A discussion took place about conducting a residential survey to determine whether
38 51% of individuals in the proposed area are of low and moderate income.
39

40 Mayor Pro Tem Abeyta asked for the breakdown of the application. Mr. Miera stated
41 the application of \$500,000 would be for the construction of the water line.
42

43 Mr. Miera commended Ms. Quintana for a job well done in working with the Local
44 Government Division despite all the shifts that have occurred at the State level. He
45 further added due to her efforts the Town is probably the only entity in the State who
46 has received the updated forms and application.

Town of Taos Special Meeting Minutes

October 1, 2010

1
2 **This public hearing was held to receive public input and was not voted on.**
3

- 4 **6. ADJOURNMENT:** A motion was made by **Mayor Pro Tem Abeyta** and seconded
5 by **Councilmember Silva** to adjourn the meeting. The motion carried unanimously
6 and the meeting adjourned at **2:13 p.m.**
7

8
9 **APPROVED:**
10

11 _____
12 **Darren M. Cordova, Mayor**
13

14
15 **ATTEST:**
16

17 _____
18 **Renee Lucero, Town Clerk**
19
20
21

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 Town Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00
 for audio recordings and \$25.00 for video recordings.



November 23, 2010

Title:

October 1, 2010 Special Meeting Minutes 2:00 p.m.

Summary:

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APPROVALS:

Date/Time:

11/15/2010 9:04 AM

Approval:

Approved

Department:

Town Clerk

Special Meeting
Taos Town Council
Town Council Chambers
120 Civic Plaza Drive
Taos, New Mexico
October 1, 2010
2:00 p.m.

MINUTES

1. CALL TO ORDER: The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 2:27 p.m.

2. ROLL CALL: Ms. Francella Garcia, Clerk's Assistant, called roll and a quorum was present.

Those present were:

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

Also present were:

Town Manager	Daniel Miera
Town Attorney	Allen Ferguson
Clerk's Assistant	Francella Garcia

Absent/Excused were:

Councilmember	A. Eugene Sanchez
Assistant Town Manager	Abigail Adame
Town Clerk	Renee Lucero

3. APPROVAL OF AGENDA:

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

4. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was skipped because it was recited during the previous meeting at 1:30 p.m.

5. MATTERS FROM STAFF

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

Discussion and approval of project for submission of an application to the Department of Finance and Administration Local Government Division for a Small Cities Community Development Block Grant Program (CDBG) grant.

Town of Taos Special Meeting Minutes

October 1, 2010

1 Mayor Cordova stated based on the information which was received at the Public
2 Hearing he was confident the improvements to the water line at Chamisa/Este Es
3 Road would meet the criteria set forth by CDBG.

4
5 **Mayor Pro Tem Abeyta made a motion to approve the Community Development**
6 **Block Grant project to improve the water line on Chamisa and looping West of**
7 **Este Es Road to serve this underserved, low and moderate income area to**
8 **improve the quality of life. Councilmember Quintana seconded the motion. The**
9 **motion was approved by an affirmative vote. Those voting AYE were: Mayor**
10 **Pro Tem Abeyta, and Councilmembers Quintana and Silva.**

11
12
13 **6. MATTERS FROM THE TOWN MANAGER**

14 Consideration and approval of Contract TT-11-136 with Daniel B. Stephens &
15 Associates Inc. in the amount of \$101,935.69 inclusive of NMGRS for Hydrological
16 Services Phase II per RFP 08-09-21 awarded for Hydrological Services. The overall
17 objective of this project is to ensure that the Town is prepared to provide a viable
18 water supply for current and future residents, both from a legal or water rights
19 perspective, and from a hydrologic and infrastructure perspective. If awarded this
20 would be the second year contract out of a four year contract possibility.

21
22 Mr. Miera informed the Mayor and Council the funds were available in the current
23 fiscal year budget. He further stated the contract will consist of work on the water
24 rights, the forty year water plan and the Abeyta Settlement.

25
26 A discussion took place in regards to the favorable services Daniel B. Stephens &
27 Associates Inc. has provided to the Town.

28
29 **Councilmember Quintana made a motion to approve Contract TT-11-136 as**
30 **presented. Councilmember Silva seconded. The motion was approved by an**
31 **affirmative vote. Those voting AYE were: Mayor Pro Tem Rudy Abeyta, and**
32 **Councilmembers Quintana and Silva.**

33
34 **A motion was made by Councilmember Quintana and seconded by**
35 **Councilmember Silva to adjourn the meeting.**

36
37 For discussion Mr. Miera requested motions to be rescinded so that contract TT-11-
38 136 could be approved in the amount **up to \$101,935.69.**

39
40 **Councilmember Amy Quintana rescinded her motion to adjourn.**
41 **Councilmember Silva rescinded his motion to adjourn.**

42
43 **Councilmember Quintana rescinded her motion to approve contract TT-11-136**
44 **in the amount of \$101,935.69. Councilmember Silva rescinded his motion to**
45 **approve contract TT-11-136 in the amount of \$101,935.69.**

Town of Taos Special Meeting Minutes

October 1, 2010

1 **Councilmember Quintana made a motion approve contract TT-11-136 in the**
2 **amount up to \$101,935.69. Councilmember Silva seconded the motion. The**
3 **motion was approved by an affirmative vote. Those voting AYE were: Mayor**
4 **Pro Tem Abeyta, and Councilmembers Quintana and Silva.**

- 5
6 **7. ADJOURNMENT:** A motion was made by **Mayor Pro Tem Abeyta** and seconded
7 by **Councilmember Quintana** to adjourn the meeting. The motion carried
8 unanimously and the meeting adjourned at **2:13 p.m.**

9
10
11 **APPROVED:**

12
13
14 _____
15 **Darren M. Cordova, Mayor**

16
17 **ATTEST:**

18
19 _____
20 **Renee Lucero, Town Clerk**

21
22
23 *PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,*
24 *however, only Regular Town Council Meetings and some Special Town Council Meetings,*
25 *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 \$25.00 for video recordings.



November 23, 2010

Title:

October 26, 2010 Regular Meeting Minutes

Summary:

Background:

Attachments:

Click to download

 [Minutes](#)

APPROVALS:

Date/Time:

11/15/2010 9:05 AM

Approval:

Approved

Department:

Town Clerk



MINUTES

October 26, 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 1:34 p.m.

2. ROLL CALL

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

Those present were:

Mayor, Darren M. Cordova

Councilmember, A. Eugene Sanchez

Councilmember, Michael A. Silva

Also present were:

Town Manager, Daniel Miera

Town Clerk, Renee Lucero

Town Attorney, Allen Ferguson

Those absent were:

Mayor Pro Tem, Rudy C. Abeyta

Councilmember, Amy J. Quintana

Assistant Town Manager, Abigail Adame

3. PLEDGE OF ALLEGIANCE

Councilmember Sanchez led the audience in the pledge of allegiance.

4. APPROVAL OF AGENDA

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

1 **unanimously.**

2 **5. APPROVAL OF MINUTES**

3
4 **A. September 28, 2010 Regular Meeting Minutes**

5 **Councilmember Silva made a motion to approve the Minutes of September**
6 **28, 2010 as presented. Mayor Cordova seconded the motion. The motion**
7 **was approved by an affirmative vote. Those voting AYE were: Mayor**
8 **Cordova and Councilmember Silva. Councilmember Sanchez abstained**
9 **because he was absent from the September 28, 2010 Meeting.**

10
11 **B. October 1, 2010 Special Meeting Minutes 1:30 p.m.**

12 **Councilmember Silva made a motion to approve the Minutes of October 1,**
13 **2010 at 1:30 p.m. as presented. Mayor Cordova seconded the motion. The**
14 **motion was approved by an affirmative vote. Those voting AYE**
15 **were: Mayor Cordova and Councilmember Silva. Councilmember Sanchez**
16 **abstained because he was absent from the October 1, 2010 Meeting at 1:30**
17 **p.m.**

18
19 **C. October 1, 2010 Special Meeting Minutes 2:00 p.m.**

20 **Councilmember Silva made a motion to approve the Minutes of October 1,**
21 **2010 at 2:00 p.m. as presented. Mayor Cordova seconded the motion. The**
22 **motion was approved by an affirmative vote. Those voting AYE**
23 **were: Mayor Cordova and Councilmember Silva. Councilmember Sanchez**
24 **abstained because he was absent from the October 1, 2010 Meeting at 2:00**
25 **p.m.**

26
27 **D. October 12, 2010 Regular Meeting Minutes**

28 **Councilmember Silva made a motion to approve the Minutes of October**
29 **12, 2010 as presented. Councilmember Sanchez seconded the motion. The**
30 **motion was approved by an affirmative vote. Those voting AYE**
31 **were: Councilmembers Sanchez and Silva.**

32 **6. CITIZENS FORUM**

33 **A. Jeff Northrup**

34 **Jeff Northrup, a citizen of Taos, encouraged the Town to do an audit in order to**
35 **deal with the current budget crisis. Mr. Northrup also spoke regarding the**
36 **following topics: dog chaining, the animal shelter, restricting elected officials to**
37 **two terms, complaints about Councilmember Quintana, and Kit Carson Electric**
38 **rate increases.**

39 **Councilmember Silva stated he believes it is unfair for Mr. Northrup to speak**
40 **about Councilmember Quintana because she is absent from today's meeting**
41 **and requested that Mr. Northrup reserve his comments towards her until she is**
42 **present to allow her the opportunity to respond to his allegations.**

43 **B. Steve Fuhlendorf**

1 Mr. Fuhlendorf, Taos County Chamber of Commerce Executive Director, briefed
2 the Mayor and Council on a letter from Taos County Chamber of Commerce and
3 Taos Project regarding the parking meters in the historic district. He stated
4 many businesses observed an increase in locals coming into shops when the
5 parking was free and since the free parking was discontinued they have seen a
6 decline in business. He believes it is important to support the local businesses
7 and stated the Chamber is willing and able to work with the Town to address the
8 parking meter issue.

9 Councilmember Sanchez stated he would like for this issue to be considered
10 again.

11 Mayor Cordova thanked Mr. Fuhlendorf for advocating for the business
12 community; however, he believes the parking meters is a small fraction of what
13 may be contributing to the decline in business and emphasized how important
14 customer service is as well as being competitive. Furthermore, he stated the
15 Town of Taos is faced with many obstacles with regard to providing free
16 parking.

17 7. MATTERS FROM STAFF

18 A. Cathy Connelly, Public Relations Director

19 Presentation by Luis Reyes, Kit Carson Electric Cooperative, Inc.'s
20 Chief Executive Officer. Mr. Reyes will review broadband information
21 as well as Kit Carson Electric's proposed rate increases.

22 Mayor Cordova welcomed Bobby Ortega, Chairman of the Kit Carson Electric
23 Board, and Luis Reyes, Kit Carson Electric Chief Executive Officer.

24 Mr. Reyes explained that Kit Carson Electric applied for and received \$64
25 million to install broadband in Northern New Mexico and stated the project will
26 take approximately twenty-four to thirty-six months to complete. He also stated
27 Kit Carson Electric's goal is to build bridges for the youth of Northern New
28 Mexico because their generation depends on broadband to provide the tools
29 they need for education.

30 Mr. Ortega stated the board is excited to proceed with this project and reiterated
31 that installing broadband will enable the children in small communities
32 throughout Northern New Mexico to compete with children in large cities.

33 Mayor Cordova thanked Mr. Reyes and Mr. Ortega for undertaking this
34 important project.

35 Luis Reyes continued with his presentation and stated the proposed rate
36 increase has been in the process for about eighteen months. He explained the
37 last rate increase on distribution service was in 1985 and realizes that there is
38 never a good time to raise rates; however, the increase is needed at this time.
39 He stated the average proposed residential increase will be \$3.49 per month.

40 8. PUBLIC HEARINGS

41 A. Daniel Miera, Town Manager

1 Consideration and approval of Ordinance 10-19A; An Ordinance
2 repealing Ordinance 10-19 adopting a Gross Receipts Tax. This
3 proposed Ordinance would repeal Ordinance 10-19 which the Town
4 Council passed on August 10, 2010 imposing a Gross Receipts tax of
5 one-quarter of one percent (0.25%) on the gross receipts of persons
6 doing business in the Town of Taos. Pursuant to New Mexico Statutes
7 Annotated (NMSA) Section 7-19D-9, the passage of proposed
8 Ordinance 10-19A repealing Ordinance 10-19 would result in the
9 foregoing Gross Receipts Tax not being imposed and a special election
10 contesting the imposition of the tax not being held.

11 Daniel Miera, Town Manager, presented Ordinance 10-19A to the Mayor and
12 Council and explained this ordinance will repeal Ordinance 10-19 which was
13 passed on August 10, 2010 imposing a Gross Receipts Tax increase.

14 ***Public Opinion***

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

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

18
19 **Councilmember Silva made a motion to approve Ordinance 10-19A as**
20 **presented. Councilmember Sanchez seconded the motion. The motion**
21 **was approved by an affirmative vote. Those voting AYE were: Mayor**
22 **Cordova, Councilmember Sanchez and Councilmember Silva.**

23 B. Loretta Trujillo, Human Resources Director

24 Consideration and approval of Ordinance 10-26; An Ordinance
25 amending Chapter 3.32, Section 3.32.040 of the Taos Town Code with
26 respect to Mayor Pro-Tem.

27 Loretta Trujillo, Human Resources Director, presented Ordinance 10-26 to the
28 Mayor and Council.

29
30 Mr. Miera explained this Ordinance will allow the Council to appoint the Mayor
31 Pro Tem for a two year term during the organizational meeting which is held
32 after every Municipal Election. The Ordinance also allows the Council to change
33 the Mayor Pro Tem at any time (the current ordinance allows each
34 Councilmember to serve as Mayor Pro Tem for a three month term).

35 ***Public Opinion***

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

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

39
40 **Councilmember Silva made a motion to approve Ordinance 10-26 as**
41 **presented. Councilmember Sanchez seconded the motion. The motion**
42 **was approved by an affirmative vote. Those voting AYE were: Mayor**
43 **Cordova, Councilmember Sanchez and Councilmember Silva.**

1 C. Matthew Spriggs, Community Economic Development Director

2 Consideration and approval of Ordinance 10-27; Approving and
3 adopting the Town of Taos Community Economic Development Interim
4 Strategic Plan, also known as the Interim Community Economic
5 Development Element of the Taos Comprehensive Plan, and said plan
6 complies with the Local Economic Development Act, Section 5-10-6
7 NMSA 1978 as amended allowing the Town of Taos to enter into project
8 participation agreements for various economic development projects
9 and sunseting said plan approval and adoption on June 30, 2011.

10 Matthew Spriggs, Community and Economic Development Director, presented
11 Ordinance 10-27 to the Mayor and Council and explained state law requires the
12 Town of Taos to adopt an economic development plan prior to the approval of
13 any project participation agreement with private entities for economic
14 development. Furthermore, Mr. Spriggs stated this is an interim strategic plan
15 and not the complete plan and further added the plan is set to sunset on June
16 30, 2011.

17 Mayor Cordova commended Mr. Spriggs for completing the plan and stated he
18 has full confidence that the plan is very thorough.

19 Councilmember Silva and Councilmember Sanchez also commended Mr.
20 Spriggs for his hard work.

21 ***Public Opinion***

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

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

26
27 Jack Clough, Assistant Town Attorney, stated he has read several of these
28 types of plans and he agrees that Mr. Spriggs did an outstanding job. He made
29 a recommendation to emphasize more on sports activity during the development
30 of the final plan. Mr. Miera agreed with Mr. Clough that the sports emphasis
31 should be added at a later date.

32 **Councilmember Silva made a motion to approve Ordinance 10-27 as**
33 **presented. Councilmember Sanchez seconded the motion. The motion**
34 **was approved by an affirmative vote. Those voting AYE were: Mayor**
35 **Cordova, Councilmember Sanchez and Councilmember Silva.**

36 D. Matthew Spriggs, Community Economic Development Director

37 Consideration and approval of Ordinance 10-23A; Approving a Local
38 Economic Development Project Participation Agreement between the
39 Town of Taos and Cooking Studio Taos, LLC for the use of a Town
40 commercial kitchen facility, abatement of associated rent, provision of
41 economic benefit to the Town in the forms of employment and
42 expanding the tax base and the safeguarding of public resources.

43 Mr. Spriggs stated the applicant has asked for a continuation of Ordinance 10-
44 23A to allow time for their attorney to thoroughly review the document.

Councilmember Silva made a motion to table Ordinance 10-23A until the November 9, 2010 Regular Town Council Meeting at 1:30 p.m. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Cordova, Councilmember Sanchez and Councilmember Silva.

9. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

- Councilmember Silva asked Mr. Miera for an update on the alignment of Albright Street and Tewa Street near the County complex. Mr. Miera stated he believes that the County's request is not fully supported by New Mexico Department of Transportation (NMDOT) at this time and interim solutions are being considered.

Mayor Cordova stated he attended a meeting with NMDOT and NMDOT realizes the realignment and signalization are needed at the intersection; however, they also indicated the possibility of receiving funding is very minimal. He believes the Town and County need to be creative in determining how funding can be obtained.

- Councilmember Silva asked Mr. Miera for an update on the contractor's damages to Albright Street and Casitas del Rio due to construction at the Taos County complex. Mr. Miera stated the contractor is planning to repair Albright Street; however, Casitas del Rio is a private street and Taos County has been communicating with the property owner to repair the road to Town specifications and possibly dedicate the road to the Town's inventory.

- Councilmember Silva discussed an agreement the City of Santa Fe has with the NMDOT that enables the City to maintain state roads on a reimbursement basis. Mr. Miera stated staff has contacted NMDOT to determine how the Town of Taos can enter into a similar agreement.

- Councilmember Sanchez stated the intersection at the signal near Smith's needs to be restriped. He also asked for an update on the Town's plans for annexation.

Mayor Cordova stated the priority for annexation is Este Es Road. Mr. Miera stated the Town also plans to annex boundaries that need to be cleaned up. In addition, Mr. Miera stated the Town intends to annex the property at Canon West near the proposed dog park site.

10. 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 3:12 p.m.

APPROVED:

1
2 _____
3 **Darren M. Cordova, Mayor**
4

5 **ATTEST:**
6
7

8 _____
9 **Renee Lucero, Town Clerk**
10

11 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,***
12 ***however, only Regular Town Council Meetings and some Special Town Council***
13 ***Meetings, with controversial issues, are video recorded. Copies are available upon***
14 ***request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005)***
15 ***at a fee of \$5.00 for audio recordings and \$10.00 for video recordings.***
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November 23, 2010

Title:

Loretta Trujillo, Human Resources Director

Summary:

Consideration and approval of Resolution 10-69; Waiving the provisions of Town Code 3.80.070 with respect to hiring of an immediate family member of a current Town employee. The Town proposes to hire Aaron Molina into a temporary position as a Recreation Specialist at the Youth and Family Center. Mr. Molina is the son of Town Employee, Roberto Molina who works at the Police Department. The employment of Aaron Molina would not create a direct or indirect supervisor/subordinate relationship nor a conflict of interest.

Background:

Attachments:

Click to download

 [Resolution](#)

APPROVALS:

Date/Time:	Approval:	Department:
11/15/2010 5:35 PM	Approved	Town Manager
11/15/2010 5:35 PM	Approved	Town Clerk



Resolution 10-69

A Resolution of the Town of Taos Council waiving the Provisions of Town Ordinance Title 3, Section 3.80.070.

WHEREAS, Title 3, Section 3.80.070(B) states that no one in the immediate family of any other town employee shall be considered for employment in the Town; and

WHEREAS, Title 3, Section 3.80.070(B) also provides for a waiver by the Mayor, with the advice and consent of the Town Council, when it is in the best interest of the Town and does not present a conflict; and

WHEREAS, The Town of Taos has recommended for hire within the Recreation Department, Aaron Molina, who is the son of Town employee Roberto Molina, who works in the Police Department; and

WHEREAS, employment of Aaron Molina would not create a direct or indirect supervisor/subordinate relationship nor create an actual conflict of interest or the appearance of a conflict or interest and it is in the best interest of the Town to accept the recommendation for hire.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council that Section 3.80.070 be waived in the instance.

PASSED, APPROVED and ADOPTED, this 23rd day of November, 2010, at the Regular Meeting of the Town Council.

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



November 23, 2010

Title:

Rick Anglada, Chief of Police

Summary:

Consideration and approval of extension (third) of Contract TT-08-149 - Agreement for Confinement of Prisoners with San Miguel County Detention Center. The Town of Taos has an agreement with San Miguel County Detention Center to house Town of Taos prisoners. The agreement is for a term of one year from December 14, 2010 to December 14, 2011. The Town of Taos, under the agreement, shall pay San Miguel County the total amount of \$65 per prisoner per day and a \$20 booking fee for each prisoner. Line item: 25-14-44005.

Background:

Request and approval of extension of contract for confinement of prisoners at the San Miguel County Detention Center.

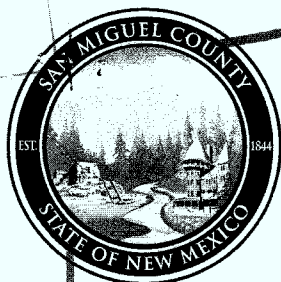
Attachments:

Click to download

 [San Miguel agreement](#)

APPROVALS:

Date/Time:	Approval:	Department:
11/12/2010 3:28 PM	Approved	Town Manager
11/12/2010 3:28 PM	Approved	Town Clerk



Detention Center Patrick W. Snedeker, Warden

David R. Salazar
Chairman - District 4

June J. Garcia
Vice-Chairman - District 1

Marcellino A. Ortiz
Commissioner - District 2

Albert J. Padilla
Commissioner - District 3

Nicolas T. Leger
Commissioner - District 5

Les Montoya
County Manager

November 01, 2010

Ms. Valerie Mondragon, Administrative Assistant
Town of Taos Police Department
107 Civic Plaza Drive
Taos, NM. 87571
vmondragon@taosgov.com

Re: Contract TT-08-149/Option to Extend the Contract TT-08-149 for One Year
(3rd Extension)

Dear Ms. Mondragon:

I should like to initiate the process, with the Town of Taos, NM; for extension of the Contract between San Miguel County and the Town of Taos, NM; for the detention of Inmates at the San Miguel County Detention Center.

Pursuant to the existing agreement, a twenty (\$20.00) booking fee shall be charged for each individual booked into the San Miguel County Detention Center.

The cost of detaining an inmate (at \$65.00 a day) and all other provisions shall remain pursuant to said contract.

I submit to you for your consideration the 3rd Extension agreement for confinement, as prepared by San Miguel County.

Kindly review as necessary, and should no changes be required, take the Extension of the Contract document, before the Town of Taos Council. I intend to take the contract document before the San Miguel County Commission, at the December 14, 2010, scheduled meeting.

I shall wait to hear from you in this matter.

PWS/tby

Sincerely,


Patrick W. Snedeker, Warden

CC: Les W.J. Montoya, San Miguel County Manager
Jesus Lopez, San Miguel County Attorney
Melinda Gonzales, San Miguel County Finance Division Supervisor
Town of Taos - Contract Book
File

**EXTENSION OF AGREEMENT
FOR CONFINEMENT OF PRISONERS**
(3RD Extension)

THIS EXTENSION OF AGREEMENT FOR CONFINEMENT OF PRISONERS is entered into as of the 14th day of December, 2010 by and between the Board of County Commissioners of San Miguel County, New Mexico, and the Town of Taos, New Mexico.

WITNESSETH, that for and in consideration of the covenants and agreements hereby exchanged and adopted by them, the parties hereto expressly agree that the underlying Agreement for Confinement of Prisoners, dated as of December 11, 2007, is extended by them for additional term of one (1) year, beginning as of the day and year first above written; subject to the terms and conditions of the underlying Agreement, which shall include a twenty (\$20.00) booking fee that shall be charged for each individual booked into the San Miguel County Detention Center, and shall remain in full force and effect during the one-year term which is the subject of this Extension.

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

THE BOARD OF COUNTY COMMISSIONERS
OF SAN MIGUEL COUNTY, NEW MEXICO

By:

David R. Salazar, Chairman

June J. Garcia, Vice Chairman

Marcellino A. Ortiz, Commissioner

Nicolas T. Leger, Commissioner

Albert J. Padilla, Commissioner

Attest:

Melanie Y. Rivera, San Miguel County Clerk

Jesus Lopez, San Miguel County Attorney

Town of Taos, New Mexico

By: _____
Darren Cordova, Mayor

Daniel Miera, Town Manager

Attest:

Renee Lucero, Town of Taos Clerk

Allen Ferguson, Town of Taos Attorney

* Extension of Agreement for Confinement of Prisoners between San Miguel County,
NM. and Town of Taos, NM. – December 14, 2010.



November 23, 2010

Title:

Matters from Mayor and Council

Summary:

Consideration and approval to replace two current Recycling Advisory Committee members (Jean Nichols and Steve Fuhlendorf) and appointing Suzie Schwartz and Virginia Van Eaton as new members.

Background:

Attachments:

[Click to download](#)

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
11/9/2010 10:54 AM	Approved	Town Manager
11/9/2010 10:54 AM	Approved	Town Clerk



November 23, 2010

Title:

Daniel Miera, Town Manager

Summary:

Joleen Montoya and Sue Goldberg, Co-Directors of Bridges Project for Education, will report on the deliverables of their contract with the Town of Taos to provide free comprehensive college counseling to students and their families.

Background:

Attachments:

Click to download

 [Report](#)

APPROVALS:

Date/Time:	Approval:	Department:
11/16/2010 1:44 PM	Approved	Town Clerk



Report to the Town of Taos November 23, 2010

With a generous donation from the Town of Taos, Bridges has provided personalized college and financial aid application counseling to 40 Taos-area residents over the past 3 months. Many of them have been able to fulfill their dream of seeking out higher education and many are in the process of completing high school in order to take the next step in their lives.

Our organization strives to expand college access and improve college retention for students of all ages, with an emphasis on first-generation students. We know that helping students earn college and vocational degrees can be an effective way to increase their ability to contribute positively to the broader economy and social welfare of our community. We are pleased to partner with the Town of Taos to strengthen a continuum of services that positively contribute to intentional community, personal and economic development for Taos-area residents.

Bridges provides free, comprehensive college and financial aid counseling. We educate parents and community members by hosting an **annual college fair, financial aid workshops, and alumni panels**. We also **partner with Taos County youth agencies, detention centers, and schools** to help them meet their clients' higher educational goals.

Since 1997, we have worked with over 1,900 students and their families. During an average year, Bridges provides counseling to approximately 225 clients and we serve approximately 550 additional students through other programs. Some students visit us almost every week throughout the entire application process while others visit us one time around a specific issue.

Our counselors have worked with 86 students since August 1, 2010. Demographics are as follows:

Female	55/86	64% of our clients
Male	31/86	36% of our clients
Hispanic	52/86	61% of our clients
Native American	03/86	03% of our clients
Anglo	24/86	28% of our clients
Other students of color	07/86	08% of our clients
First-generation	40/86	47% of our clients

Bridges contracted with the Town of Taos to provide comprehensive, individualized college and financial aid counseling to **40 students of all ages from a variety of schools and/or agencies** and to meet with them between 2 and 4 times. Of the 86 students we've been counseling, we have met with 40 of them for a total of 144 times, for an **average of 3 visits per student**.

P.O. Box 308, Taos, NM 87571

575-758-5074

www.bridgesproject.org

Steps have included some or all of the following:

- Create a personalized list of colleges and/or vocational schools that matches their needs and aspirations. We will explore instate and out-of-state options, as well as public and private schools.
- Register for college admissions tests
- Complete college applications
- Brainstorm, revise and edit application essays
- Search for scholarships
- Complete scholarship applications
- Complete the FAFSA and CSS Profile
- Complete school financial aid forms
- Follow through with financial aid offices
- Analyze financial aid packages
- Decide on the best school to attend
- Register for orientation programs and housing

Some of the 40 people we've worked with throughout this granting period are non-traditional aged students who enrolled in the Fall 2010 semester at either UNM-Taos or Central New Mexico Community College in Albuquerque, to begin associate degree or certificate programs. Others are high school seniors at Taos HS, Questa HS, Peñasco HS, Taos Cyber Magnet School at Taos Pueblo, Vista Grande HS, Taos Academy, and Moreno Valley HS. Agencies that have referred clients to Bridges are: Eagle Nest Detention Center, DreamTree Project, Rocky Mountain Youth Corps, and Community Against Violence.

With funding from the Town of Taos, we have been able to work closely with a few of our high school seniors on specific scholarship applications that can take up to 10 hours to complete due to numerous essays that are required. One student is a teen mother who is a bright and highly motivated student. Her goal is to start her studies at UNM-Taos, become a social worker and lend support to people in need. Another is ranked third in her high school class and hopes to attend Stanford or M.I.T. to study environmental engineering. In both cases, scholarships will help these students with the increasing costs of going to college.

Our thanks go out to Mayor Cordova, Town Manager Daniel Miera, and to each of the Town of Taos Council Members Gene Sanchez, Rudy Abeyta, Amy Quintana and Michael Silva for believing in the power of education to shape people's lives and to strengthen the ties that connect our community.



November 23, 2010

Title:

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

Summary:

Acceptance of a grant with the State of New Mexico Department of Finance and Administration in the amount of \$100,000 for backstage cinema, sound and lighting and front of house improvements to the Taos Community Auditorium.

Background:

Funding for this project comes from the Governor's Media Fund.

Attachments:

Click to download

 [Grant Agreement](#)

APPROVALS:

Date/Time:

11/18/2010 2:02 PM

Approval:

Approved

Department:

Town Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
STB CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2010, by and between the Department of Finance and Administration, State of New Mexico, 87501 acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Division” or DFA”, and the Town of Taos, hereinafter called the “Grantee”. The Effective Date of this Agreement is the date of last signature by both the Department and the Grantee.

RECITALS

WHEREAS, in the Laws of 2008, Chapter 83, Section 270 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1. NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iii) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (iv) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

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

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

A. The project that is the subject of this Agreement is a portion of the following Appropriation described as follows:

[087-3745 CI 85251 APPROPRIATION REVERSION DATE 03-JUN-2011 Laws of 2008, Chapter 83, Section 279] two million dollars (\$2,000,000) for film and media production, education and training facilities and other film initiatives statewide

The Grantee's total reimbursements shall not exceed a portion of the Appropriation in the amount One Hundred Thousand Dollars minus the allocation for Art in Public Places¹, if applicable, (\$0.00) Zero Dollars which equals One Hundred Thousand dollars, hereinafter referred to as "Adjusted Appropriation Amount."

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I. A. is referred to collectively throughout the remainder of this Agreement as the "Project Description" The Project Description is set forth in detail in Attachment A of this Agreement.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, requests for payment and reports.

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

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

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

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

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

- of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth Article IX. herein; and
 - (v) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations), to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations), as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: Town of Taos
 Name: Ron Usherwood, Taos Center for the Arts
 Title: Executive Director
 Address: 133 Paseo Del Pueblo Norte
 Email: ron@tcataos.org
 Telephone: 575.758.2052
 FAX: 575.751.3305

Department: Local Government Division
 Name: Angela Pacheco-Chavez
 Title: Executive Capital Analyst
 Address: 410 Don Gaspar
 Email: _angela.pacheco-chavez@state.nm.us
 Telephone: (505) 476-1094
 FAX: (505) 476-1091

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I. A., the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 30-June-2011 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V. herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or

before the Project's Reversion Date or Early Termination Date. Funds are “expended” and an “expenditure” has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** “expended” and an “expenditure” has ***not*** occurred as of the date they are “encumbered” by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI.A., the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V. A. (iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

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

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

B. Paper Final Report

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

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Department may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days advance, written notice of the switch to or from paperless reporting. The Department shall also give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII., the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct,

at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III. herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within 15 calendar days from the date of cashing or depositing of the State warrant.

B. Deadlines

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

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

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

reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES**

A. The Grantee hereby represents and warrants that all of the following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Grantee insures compliance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee has the legal authority to receive and expend the Project's funds.
- (vi) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the

- Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (vii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (viii) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (ix) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (x) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and federal whistleblower laws. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (xi) The Grantee certifies, to the best of its knowledge and belief, no funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.
 - (xii) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part of all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Town of Taos may immediately terminate this Agreement by giving Grantee written notice of such termination. The Town of Taos decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Town of Taos or the Department of Finance and Administration or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Town of Taos or the Department”

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

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

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

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

ARTICLE XVII. SEVERANCE TAX BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE: TOWN OF TAOS

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Cabinet or Deputy Secretary

Date

ATTACHMENT A

The Town of Taos/Taos Center of the Arts \$100,000.00: The Town of Taos is working to develop broadcast capability and expand their performing and media arts programs to include film or media equipment for the use by and in Taos Community Auditorium and the Taos Center of the Arts for the benefit of the citizens of the Town of Taos pursuant to a non-exclusive license to use the equipment entered into between the Town of Taos and the Taos Center of the Arts. The equipment includes:

- A digital satellite system that will allow for national live theater and concert performances to be shown in the auditorium, as well as live interactive town hall meetings, video conferencing, and emergency management situation monitoring;
- Video cameras and HD screens for educational programs;
- Computer workstations; and
- Improved lighting and backstage monitor systems.

This film or media equipment will be used for events such as local and touring theater and dance companies, music groups, storytelling and film festivals, as well as art shows, classes, and demonstrations for the benefit of the citizens of the Town of Taos.

Backstage Cinema, Sound and Lighting

2 QSC RMX 2450 power amplifier	1,200
Presonus 24.4.2 audio console	3,300
Gator GRC 12x10 Rolling console rack	450
HW 24 Channel 100' audio snake	450
4 Shure SM58S switched microphones	440
4 Shure ULXP 124/85 Wireless Lavalier/Hand Held Microphone combo	4,800
5 tri-pod mic stands	115
2 JBL 4642a Sub Woofer speaker	2,600
8 unidirectional mics for assisted listening/ monitoring Shure SM102	1,600
6 Monitor speakers for backstage, booth and lobby	600
CDM 3610 cue-able dual CD player	260
4 JBL EON10 stage audio monitors	2,400
3 radial audio input DI boxes	300
Permanent wiring for onstage monitors and clear-com	700
Cable/connectors	2,000
Kinton 35 MM Film Projector Head	5,000
Buhl Adjustable AV Cart	180
3 Panasonic VIERA 32" Plasma HDTV	1,500
Canon XH-A1s HDV Camcorder	3,700
Canon Camcorder Ceiling Mount	150
Video Distribution Switcher	210
5 ETC D20 Sensor Dimmer Modules	1,700
4 ETC Source Four 5 degree lighting fixture	1,400

4 ETC Source Four 19 degree lighting fixture	1,400
4 ETC Source Four 26 degree lighting fixture	1,400
6 ETC Source Four zoom gobo holder	40
2 ETC Source Four rotating gobo holder	960
8 ETC Source Four Irises	960
Source Four Lamps	400
Times Square Cabaret Spotlight	650
Edirol / Roland V-44SW Video Mixer	7,500
Oppo BDB-83 Blu-ray player	360
100' VGA Cable	90
2 Clear-com SMQ-1 Portable Communications System	450
Craftsman Compressor	175
Hitachi 15 Amp Circular Saw	90
Shop Vac	70
Makita Screw Gun	250
2 PowerStar Electric Tankless water heater	<u>900</u>
	50,750

Front of House

Protobase/Database e-commerce Server	7,900
3 Dell Latitude Laptop Workstations	2,500
2 MacBook Pro 15" Workstations	8,500
2 Dell 1235cn Color Laser Printer	800
64 GB iPod Touch	500
Panasonic VIERA 58" Plasma HDTV	1,600
Integrated Phone System	4,500
2 Altman Master Ellipse CDM Light	1,200
Popcorn Machine	1,300
GDM-12 True Glass Door Commercial Refrigerator	1,100
Grainger HVAC unit for auditorium	19,000
2 Outdoor Poster Display Case	<u>350</u>
	49,250

Backstage	50,750
Front of House	<u>49,250</u>
Total	100,000



November 23, 2010

Title:

Amos Torres, Public Utilities Director

Summary:

Consideration and approval of Town of Taos Resolution 10-63; Adjustment to Town of Taos Water and Wastewater rates. The rate increase was the result of a Utility Rate Study completed in November, 2008 by Souder Miller & Associates. The Town of Taos has had several meetings and a workshop on the rate study to review several options presented in the study. The Town of Taos has not raised the water and sewer rates since 1997; however, the proposed rate increase will still be lower than those of surrounding municipalities.

Background:

Utility rate study was completed in November 2008 and has been discussed and amended to the current version. Several meetings and a Workshop have been held to fine tune the rate increase shown.

Attachments:

Click to download

- 📎 [Resolution](#)
- 📎 [Attachment A](#)
- 📎 [Current update](#)
- 📎 [Timeline](#)

APPROVALS:

Date/Time:	Approval:	Department:
11/15/2010 10:25 AM	Approved	Town Manager
11/15/2010 10:25 AM	Approved	Town Clerk



Town Of Taos

RESOLUTION 10-63

ADJUSTMENT OF TOWN OF TAOS WATER AND WASTEWATER RATES

WHEREAS, the Town of Taos has not changed its rates billed to customers for public water and wastewater service for thirteen years, since 1997; and,

WHEREAS, the Town's expenses for providing these public utility services have risen approximately 6% faster than revenues from growth over the past ten years; and,

WHEREAS, if the Town had increased its rates since 1997 only enough to keep pace with increases in the Consumer Price Index, the rates would be 30% higher than they are today; and,

WHEREAS, the Town's service charges (base rates) and consumption rates (prices per unit of water used or wastewater disposed of) are significantly lower than the rates charged by other, comparable municipalities in New Mexico, including Belen, Las Vegas, Espanola and Santa Fe; and,

WHEREAS, current revenues from these public utilities are just sufficient to cover operation and maintenance (O&M) and to service debt on capital improvements for the utilities; and,

WHEREAS, the Town's current rates do not reflect the Town's true costs in providing the water and wastewater public utility services and should reflect not only O&M and debt service costs but also other capital costs, replacement costs, and asset management; and,

WHEREAS, the Town wishes through its utility rate structure to promote environmental protection and the sustainability of human and other forms of life in the Taos Valley by encouraging the conservation of water; and,

WHEREAS, to encourage water conservation, rates for water consumed should be based on a tiered rate structure (the more water used, the higher the charge per unit), but such a tiered structure should be implemented gradually to avoid sudden increases in customers' bills;

WHEREAS, the Town's current practice of charging customers located outside of Town limits one and one-half times the base rates and consumption rates charged to customers located within Town limits is fair and reasonable and should be continued, given that the Town thereby provides an extraordinary service that it has no obligation to provide to customers outside Town limits and such customers, unlike in-Town customers, do not pay bond taxes for the construction and operation of the Town's water and wastewater utility systems; and,

WHEREAS, in order to determine reasonable and fair rates for the Town's water and wastewater utility services, the Town engaged the services of a professional engineering firm which performed and recently updated a rate study for the Town; and

WHEREAS, the rates shown on **Attachment A** are derived from the foregoing professional engineering study; and,

WHEREAS, the Town's utility rates should allow for and reflect upward changes from one year to the next in the Consumer Price Index and such changes are reflected through the year 2015 on the attached rate structure chart (**Attachment A**); and

WHEREAS, the Town should set water and wastewater rates at a level that will permit the Town to establish a public utilities asset management fund for future repair, replacement, enhancement and expansion of its water and wastewater facilities, including but not limited to piping, pumps, meters, tanks, and collection systems; and,

WHEREAS, water and wastewater rates reflected in **Attachment A** are sufficient to fulfill the foregoing goals and purposes while imposing only measured and gradual increases to customers' bills; and,

WHEREAS, the rates for water and wastewater should continue to be adjusted to reflect any upward change in the CPI after the year 2015; and,

WHEREAS, new rates for water and wastewater public utilities should be implemented effective January 1, 2011;

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

A. New water and wastewater public utility rates as shown on the attached chart, **Attachment A**, shall go into effect beginning on January 1, 2011 and annually thereafter, as shown on **Attachment A** for calendar years through 2015;

B. Water and wastewater utility rates charged to customers located outside the municipal boundaries of the Town of Taos shall continue to be one and one-half (1.5) times the rates shown for in-Town customers on **Attachment A**.

C. Following the year 2015, the water and wastewater rates shall be adjusted to reflect any increase in the Consumer Price Index unless this Resolution is superseded by another resolution or ordinance before that time which changes this provision.

D. This Resolution repeals and replaces the water and wastewater rates shown in Resolution 02-20 ("Town of Taos Water and Sewer Manual") and any other provision of a resolution inconsistent with the provisions of this Resolution.

Passed, adopted and approved, this 23rd day of November, 2010, at the Regular Meeting of the Governing Body of the Town of Taos.

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

Attachment A

Proposed Water Service Rates within Town Limits																									
Residential		2010		2011		2012		2013		2014		2015													
Base Service Charge/ Month		5.50		8.38		8.91		9.47		10.07		10.70													
Tier 1: 2001-6000		2.85		3.03		3.22		3.42		3.64		3.87													
Tier 2: 6001-12000		2.85		4.55		4.83		5.13		5.46		5.81													
Tier 3: Over 12,000		2.85		6.06		6.44		6.84		7.28		7.74													
Cost for 6,000 gallons/month		16.90		20.50		21.79		23.15		24.63		26.18													
Cost for 5,000 gallons/month		14.05		17.47		18.57		19.73		20.99		22.31													
Commercial		2010		2011		2012		2013		2014		2015													
Meter Size		Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)												
	3/4"	\$	9.15	\$	2.85	\$	12.50	\$	3.03	\$	3.22	\$	14.12	\$	3.42	\$	15.01	\$	3.64	\$	15.96	\$	3.87		
	1"	\$	9.15	\$	2.85	\$	25.00	\$	3.03	\$	26.58	\$	3.22	\$	28.25	\$	3.42	\$	30.03	\$	3.64	\$	31.92	\$	3.87
	1 1/2"	\$	9.15	\$	2.85	\$	50.00	\$	3.03	\$	53.15	\$	3.22	\$	56.50	\$	3.42	\$	60.06	\$	3.64	\$	63.84	\$	3.87
	2"	\$	9.15	\$	2.85	\$	100.00	\$	3.03	\$	106.30	\$	3.22	\$	113.00	\$	3.42	\$	120.12	\$	3.64	\$	127.68	\$	3.87
	3"	\$	9.15	\$	2.85	\$	150.00	\$	3.03	\$	159.45	\$	3.22	\$	169.50	\$	3.42	\$	180.17	\$	3.64	\$	191.52	\$	3.87
	4"	\$	9.15	\$	2.85	\$	200.00	\$	3.03	\$	212.60	\$	3.22	\$	225.99	\$	3.42	\$	240.23	\$	3.64	\$	255.37	\$	3.87
	6"	\$	9.15	\$	2.85	\$	400.00	\$	3.03	\$	425.20	\$	3.22	\$	451.99	\$	3.42	\$	480.46	\$	3.64	\$	510.73	\$	3.87
8"	\$	9.15	\$	2.85	\$	500.00	\$	3.03	\$	531.50	\$	3.22	\$	564.98	\$	3.42	\$	600.58	\$	3.64	\$	638.41	\$	3.87	

***2000 gallons of flow are included in cost of all residential and commercial base rates.

Proposed Wastewater Service Rates within Town Limits												
Residential Wastewater	2010		2011		2012		2013		2014		2015	
	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)
Base Rate includes 1000 gallons flow	\$ 15.50	\$ 0.85	\$ 15.50	\$ 3.03	\$ 16.48	\$ 3.22	\$ 17.51	\$ 3.42	\$ 18.62	\$ 3.64	\$ 19.79	\$ 3.87
Commercial Wastewater	2010		2011		2012		2013		2014		2015	
	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)	Base	Usage (\$/1000gal)
Based on Water Meter Size												
3/4"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 27.11	\$ 3.22	\$ 28.81	\$ 3.42	\$ 30.63	\$ 3.64	\$ 32.56	\$ 3.87
1"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 27.11	\$ 3.22	\$ 28.81	\$ 3.42	\$ 30.63	\$ 3.64	\$ 32.56	\$ 3.87
1 1/2"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 27.11	\$ 3.22	\$ 28.81	\$ 3.42	\$ 30.63	\$ 3.64	\$ 32.56	\$ 3.87
2"	\$ 25.50	\$ 2.85	\$ 50.00	\$ 3.03	\$ 53.15	\$ 3.22	\$ 56.50	\$ 3.42	\$ 60.06	\$ 3.64	\$ 63.84	\$ 3.87
3"	\$ 25.50	\$ 2.85	\$ 75.00	\$ 3.03	\$ 79.73	\$ 3.22	\$ 84.75	\$ 3.42	\$ 90.09	\$ 3.64	\$ 95.76	\$ 3.87
4"	\$ 25.50	\$ 2.85	\$ 100.00	\$ 3.03	\$ 106.30	\$ 3.22	\$ 113.00	\$ 3.42	\$ 120.12	\$ 3.64	\$ 127.68	\$ 3.87
6"	\$ 25.50	\$ 2.85	\$ 200.00	\$ 3.03	\$ 212.60	\$ 3.22	\$ 225.99	\$ 3.42	\$ 240.23	\$ 3.64	\$ 255.37	\$ 3.87
8"	\$ 25.50	\$ 2.85	\$ 300.00	\$ 3.03	\$ 318.90	\$ 3.22	\$ 338.99	\$ 3.42	\$ 360.35	\$ 3.64	\$ 383.05	\$ 3.87

***1000 gallons of flow are included in cost of residential base rates

*** 0 gallons of flow included in cost of commercial base rates

Notes:

Note 1: After 2015 to be adjusted upward with any upward adjustment in the CPI (Consumer Price Index)

Note 2: All accounts located outside of the Town of Taos limits will be charged at the rate of 1.5 times the applicable rates for in-town customers as shown above.

Note3: Rates shown include CPI (Consumer Price Index) increases projected at a rate of 2.3% per year.

example
example



Town of Taos

Utility Rate Study Summary

June 2010

Peter Fant, P.E

Souder, Miller & Associates



Souder, Miller & Associates
Engineering • Environmental • Surveying
www.soudermiller.com

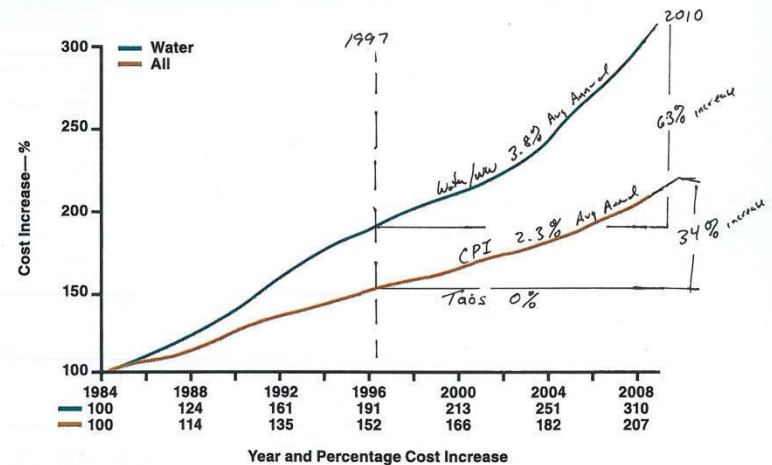
Agenda

- Introduction/Background
- Discussion of Rate Structure and Basis for Rates
- Assumptions
- Alternatives
- Recommended Alternative
 - Residential Water Rates
 - Commercial Water Rates
 - Residential Wastewater Rates
 - Commercial Wastewater Rates
- Comparisons
- Summary

Introduction

- Taos-0% increase since 1997
- CPI increased avg 2.3% annual-34% since 1997
- Nationwide W/WW costs increased 3.8% avg annual-63% since 1997

FIGURE 3 Average water and sewage treatment cost increases compared with cost increases for all items in consumer price index—1984 to 2008



Source: US Bureau of Labor Statistics

- Source AWWA Journal April 2010

Taos Rates

- Rates unchanged since 1997
- Expenses have risen about 6% faster than revenues (from growth) over past 10 years.
- Current revenues just cover O&M
- No ability to cover Asset Management or Capital Improvements without 100% grants (recent grants awarded with understanding Taos would increase rates to cover loan components)
- Espanola residents and business currently pay an average of 133% more than Taos customers pay
- Santa Fe City and County customers currently pay 90% more
- City of Las Vegas customers pay 64% more

Rates Concepts

- Should reflect true costs of value of water and true costs of treating the wastewater.
 - **O&M (System maintenance and facility operations)**
 - Pumping, treating, storing, delivering, repairs, meter reading, billing, collections, training
 - **Capital costs** (includes debt repayment)
 - Costs of items needed (new wells, tanks, line extensions, etc.)
 - **Replacement Costs/Asset Management**
 - Costs of wells, tanks, treatment, etc., capitalized over life of the item (asset management)
- **COST OF SERVICE** should reflect actual costs and apply fairly to all customers (residential, commercial, low flow, high flow, etc.)
 - Base Rates (cost of having service available)
 - Usage Rate (cost per 1000 gallons for using the service)

Rate Structure to the customers

- Service Charge (Base Rate) – fixed service fee per billing period
 - Fixed cost for having service available, whether it is used or not-
 - Residential currently 50% less than other communities
 - Commercial currently 80% less than other communities.
- Consumption Charge – price for each unit of water consumed or used
 - Consumption charges based on a tiered rate structure for residential customers to encourage conservation (the more water used, the higher the charge)

The total charge should cover costs on previous slide

Basis for Taos Rate Analysis

- Revenues and expenses evaluated for past 5 years
 - Water and Wastewater Revenues increased 4% annually, (fees, connections, GRT, interest, etc.) (although 2009 revenues were down-4% decrease)
 - Water and Wastewater Expenses increased average of 9.5% annually (although 2009 expenses increased 1% water, 16% WW)
 - Town has received about \$6 million in grants over past 5 years with 20% average matching Town funds required.

Basis for Taos Rate Analysis (cont)

- Capital improvements projected for next 5 years
 - Water System estimated \$5 million capital required (current \$850K SAP secured, \$2 million application in to WTB)
 - Sewer System estimated \$9.3 million capital required plus asset management in plaza area (secured \$4.3 million from WTB, \$4.5 million ARRA)
 - Asset Management fund of \$ 500K each water and wastewater to cover 50% of asset mgmt requirements

Assumptions:

- Expenses continue to rise as they have in the past
- Town continues to have success at getting loan:grant combinations of at least 25:75
- Town undertakes an Asset Management program setting aside \$500K/year for both water and wastewater and Town will get matching funds for these. (past decade got 20:80 loan:grant-assume 50:50 going forward)

Taos Rate Increase Alternatives

- **Option 1)** Need aggressive increase now to catch up to CPI increases with annual CPI (2.3%) increases after that.

(rates would still be significantly lower than Espanola, Santa Fe, Las Vegas)

- **Option 2:** moderate increase now with annual 6.3% (4% plus 2.3% CPI) for next 5 years (**Recommended Option**)
- **Option 3:** Annual 11.3% increase (9% plus 2.3% CPI) for next 5 years.
- Plan for 3.8% annually after that (2.3% CPI plus 1.5%)

Recommended-Residential Water

(Option 2)

- **Residential Water (40% of water used,)**
 - \$5.50/mo Base charge increase to \$8.38/mo. Keep 2000 free gallons-increase 6.3% annually for next 5 years.
 - \$2.85/1000 gallons increase to \$3.03/1000 gallons for use over 2000 gal + 6.3% annual increase for next 5 years (4% +2.3% CPI)
 - Add in conservation incentive tier at 6000 gallons (avg user uses 4800 gal/mo) rates increase 50%/1000 gal up to 12,000, 50% increase above that
- Avg bill would go from \$13.48/mo to \$16.86/mo

Recommended-Commercial Water

(Option 2)

- **Commercial Water (60% of water used)**
 - \$9.15/mo Base Charge becomes tiered with meter sizes

3/4"	\$ 12.50
1"	\$ 25.00
1 1/2"	\$ 50.00
2"	\$ 100.00
3"	\$ 150.00
4"	\$ 200.00
6"	\$ 400.00
8"	\$ 500.00

- \$3.03/1000 gallons additional – (6.3% increase)
- Spread of users from 200 that use less than 1000 gallons per month, to 10 that use over 100,000 gallons per month
- Includes 2000 free gallons in base rate
- Still less than half cost in Espanola and Santa Fe County, 40% less than City of Las Vegas

Recommended-Residential Wastewater (Option 2)

- Residential Wastewater
 - \$15.50/mo Base charge (unchanged) which includes 1000 gallons water
 - \$0.86/1000 gallons increase to \$3.03/1000 gal
 - No conservation incentive
 - 6.3% annual increase for next 5 years (4% plus 2.3% CPI)
- Avg Bill goes from \$18.77/mo to \$23.98/mo

Recommended-Commercial Wastewater (Option 2)

- **Commercial Water** (60% of water used)
 - \$25.50/mo Base Charge becomes tiered with meter sizes

3/4"	\$ 25.50
1"	\$ 25.50
1 1/2"	\$ 25.50
2"	\$ 50.00
3"	\$ 75.00
4"	\$ 100.00
6"	\$ 200.00
8"	\$ 300.00

- \$3.03/1000 gallons additional – (6.3% increase)
- Avg 12.6% increase
- 90% less than Espanola, 30% less than City of Las Vegas, 23% less than SFe County

Proposed Water Rates

Proposed Water Service Rates within Town Limits												
Residential	2010		2011		2012		2013		2014		2015	
Base Service Charge/ Month	5.50		8.38		8.91		9.47		10.07		10.70	
Tier 1: 2001-6000	2.85		3.03		3.22		3.42		3.64		3.87	
Tier 2: 6001-12000	2.85		4.55		4.83		5.13		5.46		5.81	
Tier 3: Over 12,000	2.85		6.06		6.44		6.84		7.28		7.74	
Cost for 6,000 gallons/month	16.90		20.50		21.79		23.15		24.63		26.18	
Cost for 5,000 gallons/month	14.05		17.47		18.57		19.73		20.99		22.31	
Commercial	2010		2011		2012		2013		2014		2015	
	Base	Usage	Base	Usage	Base	Usage	Base	Usage	Base	Usage	Base	Usage
Meter Size		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)
3/4"	\$ 9.15	\$ 2.85	\$ 12.50	\$ 3.03	\$ 13.29	\$ 3.22	\$ 14.12	\$ 3.42	\$ 15.01	\$ 3.64	\$ 15.96	\$ 3.87
1"	\$ 9.15	\$ 2.85	\$ 25.00	\$ 3.03	\$ 26.58	\$ 3.22	\$ 28.25	\$ 3.42	\$ 30.03	\$ 3.64	\$ 31.92	\$ 3.87
1 1/2"	\$ 9.15	\$ 2.85	\$ 50.00	\$ 3.03	\$ 53.15	\$ 3.22	\$ 56.50	\$ 3.42	\$ 60.06	\$ 3.64	\$ 63.84	\$ 3.87
2"	\$ 9.15	\$ 2.85	\$ 100.00	\$ 3.03	\$ 106.30	\$ 3.22	\$ 113.00	\$ 3.42	\$ 120.12	\$ 3.64	\$ 127.68	\$ 3.87
3"	\$ 9.15	\$ 2.85	\$ 150.00	\$ 3.03	\$ 159.45	\$ 3.22	\$ 169.50	\$ 3.42	\$ 180.17	\$ 3.64	\$ 191.52	\$ 3.87
4"	\$ 9.15	\$ 2.85	\$ 200.00	\$ 3.03	\$ 212.60	\$ 3.22	\$ 225.99	\$ 3.42	\$ 240.23	\$ 3.64	\$ 255.37	\$ 3.87
6"	\$ 9.15	\$ 2.85	\$ 400.00	\$ 3.03	\$ 425.20	\$ 3.22	\$ 451.99	\$ 3.42	\$ 480.46	\$ 3.64	\$ 510.73	\$ 3.87
8"	\$ 9.15	\$ 2.85	\$ 500.00	\$ 3.03	\$ 531.50	\$ 3.22	\$ 564.98	\$ 3.42	\$ 600.58	\$ 3.64	\$ 638.41	\$ 3.87
***2000 gallons of flow are included in cost of all residential and commercial base rates.												

Proposed Wastewater Rates

Proposed Wastewater Service Rates within Town Limits												
Residential Wastewater	2010		2011		2012		2013		2014		2015	
	Base	Usage	Base	Usage	Base	Usage	Base	Usage	Base	Usage	Base	Usage
		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)
	\$ 15.50	\$ 0.85	\$ 15.50	\$ 3.03	\$ 16.48	\$ 3.22	\$ 17.51	\$ 3.42	\$ 18.62	\$ 3.64	\$ 19.79	\$ 3.87
Base Rate includes 1000 gallons flow												
Commercial Wastewater	2010		2011		2012		2013		2014		2015	
	Base	Usage	Base	Usage	Base	Usage	Base	Usage	Base	Usage	Base	Usage
Based on Water Meter Size		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)		(\$/1000gal)
3/4"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 27.11	\$ 3.22	\$ 28.81	\$ 3.42	\$ 30.63	\$ 3.64	\$ 32.56	\$ 3.87
1"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 27.11	\$ 3.22	\$ 28.81	\$ 3.42	\$ 30.63	\$ 3.64	\$ 32.56	\$ 3.87
1 1/2"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 27.11	\$ 3.22	\$ 28.81	\$ 3.42	\$ 30.63	\$ 3.64	\$ 32.56	\$ 3.87
2"	\$ 25.50	\$ 2.85	\$ 50.00	\$ 3.03	\$ 53.15	\$ 3.22	\$ 56.50	\$ 3.42	\$ 60.06	\$ 3.64	\$ 63.84	\$ 3.87
3"	\$ 25.50	\$ 2.85	\$ 75.00	\$ 3.03	\$ 79.73	\$ 3.22	\$ 84.75	\$ 3.42	\$ 90.09	\$ 3.64	\$ 95.76	\$ 3.87
4"	\$ 25.50	\$ 2.85	\$ 100.00	\$ 3.03	\$ 106.30	\$ 3.22	\$ 113.00	\$ 3.42	\$ 120.12	\$ 3.64	\$ 127.68	\$ 3.87
6"	\$ 25.50	\$ 2.85	\$ 200.00	\$ 3.03	\$ 212.60	\$ 3.22	\$ 225.99	\$ 3.42	\$ 240.23	\$ 3.64	\$ 255.37	\$ 3.87
8"	\$ 25.50	\$ 2.85	\$ 300.00	\$ 3.03	\$ 318.90	\$ 3.22	\$ 338.99	\$ 3.42	\$ 360.35	\$ 3.64	\$ 383.05	\$ 3.87
***1000 gallons of flow are included in cost of residential base rates												
*** 0 gallons of flow included in cost of commercial base rates												

Water Rate Comparisons

		Taos-Current		Taos-Proposed		Española		Santa Fe County		City of Las Vegas	
		Present Base Rate	\$/1000 gal	Base Rate	\$/1000 gal	Base Rate	\$/1000 gal	Base Rate	\$/1000 gal	Base Rate	\$/1000 gal
Residential	5/8"	\$ 5.50	\$ 2.85	\$ 8.38	\$ 3.03	\$ 15.51	\$ 3.78	\$ 14.50	\$ 5.32	\$ 14.29	\$ 1.89
Commercial	3/4"	\$ 9.15	\$ 2.85	\$ 12.50	\$ 3.03	\$ 30.35	\$ 6.71	\$ 43.59	\$ 5.32	\$ 31.53	\$ 2.31
	1"	\$ 9.15	\$ 2.85	\$ 25.00	\$ 3.03	\$ 43.13	\$ 6.71	\$ 69.42	\$ 5.32	\$ 157.65	\$ 2.31
	1 1/2"	\$ 9.15	\$ 2.85	\$ 50.00	\$ 3.03	\$ 68.68	\$ 6.71	\$ 133.99	\$ 5.32	N/A	
	2"	\$ 9.15	\$ 2.85	\$ 100.00	\$ 3.03	\$ 209.23	\$ 6.71	\$ 211.46	\$ 5.32	\$ 315.30	\$ 2.31
	3"	\$ 9.15	\$ 2.85	\$ 150.00	\$ 3.03	\$ 247.94	\$ 6.71	\$ 407.77	\$ 5.32	N/A	
	4"	\$ 9.15	\$ 2.85	\$ 200.00	\$ 3.03	\$ 403.47	\$ 6.71	\$ 484.45	\$ 5.32	\$ 472.95	\$ 2.31
	6"	\$ 9.15	\$ 2.85	\$ 400.00	\$ 3.03	\$ 479.35	\$ 6.71	\$ 964.05	\$ 5.32	\$ 630.60	\$ 2.31
	8"	\$ 9.15	\$ 2.85	\$ 500.00	\$ 3.03	\$ 634.87	\$ 6.71	\$ 1,539.58	\$ 5.32	\$ 788.25	\$ 2.31
		Res free:	2000	Res free:	2000	Res free:	0	Res free:	0	Res free:	2000
		Comm free	3000	Comm free	2000	Comm free	0	Comm free	0	Comm free	2000
				6.3% increase projected annually for next 5 years		10+% increase projected annually for next 5 years		15+% increase projected annually for next 5 years		Oct 2005 last update	

Wastewater Rate Comparison

		Taos-Current		Taos-Proposed		Espanola		Santa Fe County		City of Las Vegas	
		present rate	\$/1000 gal		\$/1000 gal	Base Rate	\$/1000 gal	Base Rate	\$/1000 gal	Base Rate	\$/1000 gal
Residential	5/8"	\$ 15.50	\$ 0.86	\$ 15.50	\$ 3.03	\$ 20.15	\$ 5.38	\$ 6.54	\$ 3.50	\$ 12.01	\$ 4.03
Commercial	3/4"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 20.15	\$ 5.64	\$ 6.54	\$ 3.50	\$ 12.01	\$ 4.03
	1"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 20.15	\$ 5.64	\$ 6.54	\$ 3.50	\$ 21.32	\$ 4.03
	1 1/2"	\$ 25.50	\$ 2.85	\$ 25.50	\$ 3.03	\$ 20.15	\$ 5.93	\$ 6.54	\$ 3.50		
	2"	\$ 25.50	\$ 2.85	\$ 50.00	\$ 3.03	\$ 20.15	\$ 5.93	\$ 6.54	\$ 3.50	\$ 85.28	\$ 4.03
	3"	\$ 25.50	\$ 2.85	\$ 75.00	\$ 3.03	\$ 20.15	\$ 6.23	\$ 6.54	\$ 3.50		
	4"	\$ 25.50	\$ 2.85	\$ 100.00	\$ 3.03	\$ 20.15	\$ 6.23	\$ 6.54	\$ 3.50	\$ 341.11	\$ 4.03
	6"	\$ 25.50	\$ 2.85	\$ 200.00	\$ 3.03	\$ 20.15	\$ 6.23	\$ 6.54	\$ 3.50	\$ 767.58	\$ 4.03
	8"	\$ 25.50	\$ 2.85	\$ 300.00	\$ 3.03	\$ 20.15	\$ 6.23	\$ 6.54	\$ 3.50		
		Residential free	1000	Residential free	1000	Residential free	3000	Residential free	0	Residential free	2000
		Commercial Free	0	Commercial Free	0	Commercial Free	0	Commercial Free	0	Commercial Free	0
				6.3% increase projected		10+% increase projected		15+% increase projected		Oct 2005 last update	
				annually for next 5 years		annually for next 5 years		annually for next 5 years		CPI 2.7% annual increase	

Comparisons

Total Bill-Water and Wastewater

		Average Bill Comparison									
		gal/mo	Taos-Current		Taos-Proposed		Espanola		Santa Fe County		City of Las Vegas
Residential	5/8"	4800	\$ 32.25		\$ 40.85		\$ 63.49		\$ 63.38		\$ 42.88
Commercial	3/4"	5000	\$ 54.35		\$ 61.99		\$ 112.25		\$ 94.23		\$ 70.62
	1"	20000	\$ 139.85		\$ 165.39		\$ 310.28		\$ 252.36		\$ 301.15
	1 1/2"	30000	\$ 196.85		\$ 250.99		\$ 468.03		\$ 405.13		\$ -
	2"	100000	\$ 595.85		\$ 749.94		\$ 1,493.38		\$ 1,100.00		\$ 1,029.96
	3"	200000	\$ 1,165.85		\$ 1,430.94		\$ 2,856.09		\$ 2,178.31		\$ -
	4"	300000	\$ 1,735.85		\$ 2,111.94		\$ 4,305.62		\$ 3,136.99		\$ 2,753.44
	6"	400000	\$ 2,305.85		\$ 3,017.94		\$ 5,675.50		\$ 4,498.59		\$ 3,992.56
	8"	500000	\$ 2,875.85		\$ 3,823.94		\$ 7,125.02		\$ 5,956.12		

Comparisons

Commercial Water

		Taos	Taos		
	gal/mo ave	Current Rate	Proposed Rate	Espanola Rate	% < Espanola
Holiday Inn	743,200	\$ 2,127.27	\$ 3,047.65	\$ 4,960.54	39%
Kachina Properties	512,380	\$ 1,469.43	\$ 2,225.35	\$ 3,554.84	37%
Holy Cross Hospital	464,060	\$ 1,331.72	\$ 2,053.21	\$ 3,260.58	37%
Sagebrush Inn	406,120	\$ 1,166.59	\$ 1,846.80	\$ 2,907.72	36%
Quality Inn	320,810	\$ 923.46	\$ 1,342.89	\$ 2,339.42	43%
Richwall Conoco	229,620	\$ 663.57	\$ 968.02	\$ 1,623.11	40%
El Monte Lodge	225,320	\$ 651.31	\$ 952.70	\$ 1,596.92	40%
Taos County Housing Authority	224,080	\$ 647.78	\$ 948.29	\$ 1,589.37	40%
El Monte Sagrado	218,900	\$ 633.02	\$ 929.83	\$ 1,557.82	40%
Cordova Mobile Home Park	155,190	\$ 451.44	\$ 652.86	\$ 1,153.71	43%

Comparisons

Commercial Wastewater

		Taos	Taos		
	gal/mo ave	Current Rate	Proposed Rate	Espanola Rate	% < Espanola
Holiday Inn	743,200	\$ 2,143.37	\$ 2,635.84	\$ 3,497.74	25%
Kachina Properties	512,380	\$ 1,485.53	\$ 1,879.33	\$ 2,412.89	22%
Holy Cross Hospital	464,060	\$ 1,347.82	\$ 1,720.96	\$ 2,185.78	21%
Sagebrush Inn	406,120	\$ 1,182.69	\$ 1,531.06	\$ 1,913.46	20%
Quality Inn	320,810	\$ 939.56	\$ 1,151.45	\$ 1,512.51	24%
Richwall Conoco	229,620	\$ 679.67	\$ 827.58	\$ 1,083.91	24%
El Monte Lodge	225,320	\$ 667.41	\$ 813.49	\$ 1,063.70	24%
Taos County Housing Authority	224,080	\$ 663.88	\$ 809.42	\$ 1,057.88	23%
El Monte Sagrado	218,900	\$ 649.12	\$ 792.44	\$ 1,033.53	23%
Cordova Mobile Home Park	155,190	\$ 467.54	\$ 558.64	\$ 734.09	24%

Summary Recommendations-Water

Residential Water

- Increase **base** rate from \$5.50/mo to \$8.38/mo
- Leave **usage** rate same with 6.3% annual increases
- Leave first 2000 gal water free
- Tier usage rate structure to support water conservation
- Average Residential Bill goes from \$13.48/mo to \$16.86/mo

Commercial Water

- Increase **base** rates based on meter size and Town's cost to provide service
- Leave **usage** rate same with 6.3% annual increases
- Leave first 2000 gal water free

Summary Recommendations- Wastewater

Residential Wastewater

- Leave **Base** Rates unchanged, increase 6.3% annually after first year
- Increase usage rate from \$0.85/1000 gal to \$3.03/1000 gal
- Leave first 1000 gal/mo free
- Annual 6.3% increase for both base and usage rates next 5 years
- Average Residential Bill goes from \$18.77/mo to \$23.98/mo

Commercial Wastewater

- Increase **base** rates based on meter size and Town's cost to provide service
- Leave **usage** rate same with 6.3% annual increases
- Annual 6.3% increase for both base and usage rates next 5 years
- These changes result in balanced budget and establishment of funds for repayment of loans and asset management.

Utility Rate Timeline

- ❖ Utility Rate Drafted on November 2008. Study completed by Souder Miller & Associates.
- ❖ Utility Rate meeting with SMA, Mayor, Town Manager, Finance personnel, and Public Utilities personnel held on February 18, 2009. Revisions were requested by Town.
- ❖ Utility Rate meeting with SMA, Mayor, Town Manager, Finance personnel, and Public Utilities personnel held on April 20, 2010. Draft was agreed to by Town.
- ❖ Utility Rate Workshop was held on June 22, 2010 with SMA, Town of Taos Council and staff, which was open to the public. Rate study and increases were discussed and agreed by Town of Taos.
- ❖ Town of Taos staff continued to work on Utility Rate study to date.



November 23, 2010

Title:

Matthew Spriggs, Community Economic Development Director

Summary:

Consideration and approval of Ordinance 10-23A; Approving a Local Economic Development Project Participation Agreement between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town commercial kitchen facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding the tax base and the safeguarding of public resources. Also consideration and approval of a Facilities Use Agreement implementing the Project Participation Agreement. ***(Continued from the Regular Town Council Meeting held on October 26, 2010 and November 9, 2010)***

Background:

Attachments:

Click to download

- 📄 [Ordinance](#)
- 📄 [Facilities Use Agreement](#)

APPROVALS:

Date/Time:	Approval:	Department:
11/12/2010 3:25 PM	Approved	Town Clerk



ORDINANCE 10-23A

AN ORDINANCE OF THE TOWN OF TAOS APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE TOWN OF TAOS AND COOKING STUDIO TAOS, LLC FOR THE USE OF A TOWN COMMERCIAL KITCHEN FACILITY, ABATEMENT OF ASSOCIATED RENT, PROVISION OF ECONOMIC BENEFIT TO THE TOWN IN THE FORMS OF EMPLOYMENT AND EXPANDING TAX BASE AND THE SAFEGUARDING OF PUBLIC RESOURCES.

WHEREAS, the Town Council met in Regular Session this 23rd day of November, 2010; and,

WHEREAS, the Town Council concludes that the attached Project Participation Agreement will stimulate economic development in a manner consistent with the Town's adopted Interim Community Economic Development Strategic Plan and Comprehensive Plan Element; and,

WHEREAS, the Town Council pursuant to the New Mexico Local Economic Development Act, NMSA 1978 §§ 5-10-1, *et seq.*, and the Town's Economic Development Ordinance §§ 4.20.020, *et seq.*, believes it is in the best interest of the Town of Taos and in the interests of economic development to enter into the attached Project Participation Agreement;

NOW, THEREFORE, BE IT ORDAINED, The Town of Taos Council hereby adopts and approves the Project Participation Agreement entered into by and between the Town of Taos and Cooking Studio Taos, LLC for the use of a Town Commercial Kitchen Facility, abatement of associated rent, provision of economic benefit to the Town in the forms of employment and expanding tax base and the safeguarding of public resources, and dated November 23, 2010 in substantially the form attached.

This ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, APPROVED, AND RATIFIED this 23rd day of November, 2010 by the following vote:

Councilman Rudy Abeyta

Councilwoman Amy Quintana _____

Councilman Eugene Sanchez _____

Councilman Michael Silva _____

DARREN M. CORDOVA
MAYOR

ATTEST:

RENEE LUCERO
TOWN CLERK

APPROVED AS TO LEGAL FORM:

ALLEN FERGUSON
TOWN ATTORNEY

**PROJECT PARTICIPATION AGREEMENT
BETWEEN THE TOWN OF TAOS AND
COOKING STUDIO TAOS, LLC**

This Local Economic Development Project Participation Agreement (the “Agreement”) is entered into as of this 23rd day of November, 2010, by and between the Town of Taos, New Mexico (the “Town”), an incorporated Municipal entity of the State of New Mexico and Cooking Studio Taos, LLC (the “Company”).

WHEREAS, the Town has adopted Ordinance 00-22 implementing the Local Economic Development Act of the State of New Mexico pursuant to §5-10 NMSA 1978; and,

WHEREAS, the Town has approved and adopted the Town of Taos Interim Community Economic Development Strategic Plan which meets the requirements of the Local Economic Development Act (LEDA) §5-10-6 NMSA 1978 which includes the assistance of economic development projects in any legally permissible manner; and,

WHEREAS, Cooking Studio Taos, LLC has been determined to be a qualifying entity as required under LEDA and Taos Town Code §4.20.040; and,

WHEREAS, the Town of Taos intends for the use of the commercial kitchen facility and abatement of associated rent provided within this Agreement to be used to generate additional employment and expanded tax base for the Town of Taos; and,

WHEREAS, the application for economic development assistance has been completed by the Company and reviewed and approved by the Taos Town Council; and,

WHEREAS, the Town and the Company desire to enter into this Agreement without which said economic benefits would not otherwise be possible.

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

Section 1: Term and Effective Date: This Agreement shall not be executed or become effective unless approved by the New Mexico Departments of Economic Development and/or Finance and Administration or other body as required by the State of New Mexico. The term of this Agreement shall be for ten (10) years effective as of the date of the last party to sign this Agreement.

Section 2: Contributions:

2.1 The Town of Taos agrees to provide the following:

2.1.1 Comparable rental rate was established at \$1,200 per month. The Company will have use of the commercial kitchen facility as contained in the attached Facilities Use Agreement and the Town will abate \$38,544 of rent over a five (5) year period. Total rental value over the five year

period is \$72,000 and the Town will receive \$33,456 in rent over the five (5) year period.

2.1.2 Install bathroom fixtures in the area attached to the kitchen for Company use as a separate restroom within five (5) working days of the receipt of fixtures from the Company for installation. The value of the labor for the installation is estimated to be less than \$1,500.

2.1.3 Parking shall be provided at the Town of Taos Town Hall parking lot and one space at the rear of the property adjacent to the rear entrance of the kitchen shall be provided for loading and unloading only.

2.1.4 The Town of Taos agrees to accept a surplus walk-in refrigerator from Taos Municipal School District if offered. The Town further agrees to allow the Company, at its sole expense, to install said refrigerator upon Town of Taos real property. If the Company purchases a walk-in refrigerator and installs it, said refrigerator shall be deemed the Company's property at the conclusion of the Facilities Use Agreement and the Company shall return the location of the installation to its original condition.

2.2 The Company agrees to provide the following:

2.2.1 A total of seven (7) full time jobs (full-time equivalents (combinations of part-time positions) are allowed) which includes an additional three full time jobs by the end of year five (5) of this agreement and will maintain at a minimum seven (7) full-time jobs for a minimum of ten (10) years with a minimum annual payroll value of \$145,000.

2.2.2 The gross sales of the Company will reach \$500,000 annually by year five (5) and will remain at or above \$500,000 per year through year ten (10) of this agreement. The Company further agrees to remain in operation within Taos County for the ten (10) year duration of the agreement.

2.2.3 Within thirty (30) days of the effective date of this Agreement, purchase and provide to the Town the bathroom fixtures and all related hardware acceptable to the Town's Buildings and Grounds Director, for installation by the Town's Buildings and Grounds Department for the separate restroom facility within the kitchen area. The estimated value of the fixtures is approximately \$700. Installation of any locks or other hardware to secure said bathroom facility shall be done at the sole expense of the Company and shall become the property of the Town.

2.2.4 The Company intends to install an exterior walk-in refrigerator at the rear of Bataan Hall adjacent to the alleyway. Said installation shall be at

the Company's sole expense and shall be place wholly upon Town of Taos property. Said property must be staked by a licensed land surveyor prior to installation and the installation must meet all applicable Town of Taos Codes and said installation must be approved by the Town prior and after installation.

Section 3: Performance Measures and Schedule: The Company shall meet the following performance measures over the ten (10) years that this agreement is effective:

Year 1:5 FTE (1 new job) with a payroll value of \$80,000 and \$270,000 in gross sales
 Year 2:6 FTE (1 new job) with a payroll value of \$100,000 and \$345,000 in gross sales
 Year 3:6 FTE (no new jobs) with a payroll value of \$115,000 and \$405,000 in gross sales
 Year 4:7 FTE (1 new job) with a payroll value of \$130,000 and \$465,000 in gross sales
 Year 5:7 FTE (no new jobs) with a payroll value of \$145,000 and \$500,000 in gross sales
 Year 6 through Year 10: 7 FTE with a payroll value of \$145,000 and \$500,000 in gross sales

Section 4: Review and Termination: The Town shall annually review the performance of the Company to the above performance schedule to ensure that the Company is satisfying its obligations set forth in this agreement. If the Company fails to meet its obligations, the Town may require the Company to take corrective action according to a schedule as set by the Town at the Company's sole expense. If the Company fails to meet its obligations or take the actions necessary to meet its obligations, then the Town may at its sole option proceed to terminate this Agreement.

Should the Town terminate this agreement, the default remedies shall become effective. If the agreement is terminated for nonpayment of proportionate utilities, said amounts shall become immediately due and payable in addition to any previously abated rent that is due to the Town.

In order for the Town to evaluate the performance of the Company, the Town shall be provided with a statement from a Certified Public Accountant of the Company's gross sales and total payroll expenses for the preceding year no later than April 30 of the following year. The Town's written review of the performance of the Company shall be made available in writing within thirty (30) days of the receipt of the statement from the CPA.

Section 5: Security of Public Investment and Default: The Principals of Cooking Studio Taos, LLC agree to provide a personal guarantee to ensure protection of the Town's investment. Should the Company cease operations at any point during the ten (10) year duration of this agreement the note shall become due and payable in equal monthly installments, plus 5% simple interest, over a period of five (5) years or \$674.52 per month if the full value of the rent abatement is received. If the Company ceases to operate prior to receiving the full rent abatement value, the amount due and the corresponding repayment period will match the period that the benefit was received. For example, the Company ceases operations after receiving eighteen (18) months of the

benefit of abated rent. The Company would then owe the Town eighteen (18) months rent plus five percent (5%) simple interest (\$18,000 + \$900 = \$18,900) due in equal monthly installments over the following eighteen (18) months, or \$1,050 per month.

Each year the Town will state in its written performance evaluation of the Company the percentage of the performance measures not reached in that year (if any) for annual payroll value and gross sales. The percentage of the performance measure not reached shall become the percentage of deferred rent that will accumulate and be payable beginning in year six (6). For example, in year one if the annual payroll value was \$72,000 and gross sales were \$243,000 the Company will have missed its target payroll value by 10% and its gross sales target by 10%, making 20% of the annual abated rent value (\$12,000), or \$2,400 in rent, plus 5% simple interest totaling \$2,520, due beginning in year six (6) of the agreement. Said repayment of abated rent value plus interest shall be paid in monthly installments over a twelve (12) month period and in the example would be \$210 per month. Each year that deferred rent may be due to the Town shall be paid in consecutive repayment periods. For example, deferred rent is due from year one and year three; year one deferred rent plus interest shall be repaid over year six and year three deferred rent plus interest shall be repaid over year seven.

Section 6: Dispute Resolution: The parties will work in good faith to resolve any disputes that arise hereunder. In the event of a dispute by the parties, the President of the Company or a designee and the Director of Community Economic Development or a designee shall meet and attempt in good faith to resolve the dispute. If the dispute remains unresolved the Company representative shall meet with the Town Manager and attempt in good faith to resolve the dispute. Nothing contained in this Agreement constitutes a waiver of any party's right to seek judicial relief.

Section 7: Force Majeure: Neither party shall be liable to the other party for any failure to perform any provisions of obligations of this Agreement if such failure is caused by or results directly or indirectly from Force Majeure. "Force Majeure" means any cause beyond the reasonable control of a party affected, including but not limited to, any acts of God, fire, flood, storm, strike, riot or civil disturbance, war, earthquake, lightning, epidemic, labor disturbance, sabotage, or restraint by court or public authority, or any other cause beyond the reasonable control of a party affected whether similar or dissimilar to the ones listed, which makes it impossible or unreasonably difficult for a party to perform its obligations under this agreement. Nothing contained in this paragraph shall be construed to require either party to prevent or settle a strike against its will. The party unable to perform its obligations due to Force Majeure will provide written notice to the other party within five (5) working days of its becoming aware of the Force Majeure or its inability to perform and its expectations as to when, if ever, it will be able to resume its obligations. "Business Climate Changes" are not within the definition of Force Majeure.

Section 8: Notices: All notices or other written communications, including requests for disbursement, that are permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized

overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown in this Agreement. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If notice is hand delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is facsimile or electronic mail, it will be deemed received when printed or written confirmation of the transaction. A party may change its notice address by written notice to the other party to this Agreement. The initial notice addresses for the parties are as follows:

If to the Town of Taos:

Office of the Town Manager
400 Camino de la Placita
Taos, New Mexico 87571
Tel. (575) 751-2000
Fax: (575) 751-2026
e-mail: dmiera@taosgov.com

If to the Company:

Christopher and Valerie Maher
28 Juan Martinez Road
Arroyo Seco, New Mexico 87514

Or

PO Box 750
Arroyo Seco, New Mexico 87514

Tel. (575) 776-2665
e-mail: cookingstudiotaos@mac.com

Section 9: Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. In the event and to the extent (and only to the extent) unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or part of a provision of this Agreement. The parties agree that should judicial action invalidate this Agreement or related agreements, or any provisions thereof, the parties shall have no further obligation or liability to any other party with respect to the invalidated provisions.

Section 10: Headings: The heading and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement.

Section 11: Counterparts: This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

Section 12: Successors and Assigns: This Agreement binds and inures to the benefit of the Town and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party.

Section 13: Entire Agreement: This Agreement represents the entire agreement of the parties on the subject hereof and supersedes all prior agreements or understandings between the parties, whether written or verbal. This Agreement may be amended or modified only in writing duly executed by both parties and the performance by any party of its obligations under this Agreement may be waived only in a written instrument duly executed by both parties.

Executed by the parties hereto as of the date of the last signature written below.

Town of Taos, New Mexico
An incorporated Municipality of the State of New Mexico

By: _____ Date: _____
Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

Cooking Studio Taos, LLC

By: _____ Date: _____
Christopher Maher, Owner

By: _____ Date: _____
Valerie Maher, Owner



FACILITIES USE AGREEMENT BETWEEN
TOWN OF TAOS and TAOS COOKING STUDIO
TT-11-

This Facilities Use Agreement (hereinafter "Agreement") is hereby entered into this _____ day of _____, 2010 by, and between, the TOWN OF TAOS (hereinafter "Town") and Taos Cooking Studio, LLC (hereinafter "CONTRACTOR").

1. Scope & Purpose. CONTRACTOR desires to the commercial kitchen space as shown on the attached floor plan and some exterior space owned by the Town located at Rio Grande Hall 114 Civic Plaza Drive, Taos New Mexico for the purposes of operating a commercial food production business, catering, and culinary education.
2. Term. The term of this Agreement shall be effective until November 1, 2015.
3. Option to Renew. This Agreement may be renewed for additional one year periods for up to a total of seven (7) years, upon such terms and conditions as may be acceptable to both parties. Such renewal shall be in writing and executed prior to the termination date and appended to this Agreement.
4. Compensation. In accordance with the approved Local Economic Development Project Participation Agreement and in consideration of this Agreement, the CONTRACTOR agrees to the following schedule of rent, based on the comparable rental rate of commercial kitchen space of \$1,200 (including utilities) a month:

Year one (1) and year two (2):	\$1 per year
Year three (3):	33% of the rental value, or \$4,752 yr/\$396 mo.
Year four (4):	66% of the rental value, or \$9,504 yr/\$792 mo.
Year five (5):	100% of the rental value, or \$14,400 yr/\$1,200 mo.
Year six and seven (6 & 7):	120% of the rental value, or \$17,280 yr/\$1,440 mo.

CONTRACTOR shall pay rent to the Town at the end of each month. Rent checks shall be made payable and mailed to:

Town of Taos
400 Camino de la Placita,
Utility Billing Department
Agreement #TT-11-
Taos New Mexico 87571.

Any holdover by Contractor past the expiration or termination date, shall be at a daily rate equal to thirty (30%) of the monthly rate. The imposition and collection of this hold-over charge does not affect the right of the Town to require immediate vacating of the premise and /or the right to take possession of any property remaining thereon.

5. Late Payment. A late fee, equal to ten percent (10%) of one month's rent shall be imposed if any month's payment is not received on or before the tenth (10th) day of the month.

In the event Contractor is late in making rental payments for any second consecutive month, the Town may, in the sole option of the Town Manager, declare the Agreement terminated and take immediate possession of the premises and shall be in default of this agreement. All personal property located in said premises shall be held by the Town to satisfy any unpaid amounts. Any excess amounts due shall be paid over to the Contractor. The CONTRACTOR shall hold the Town harmless for any damage and/or injury to property of the Contractor held by the Town.

6. Permitted Uses. The premise(s) shall be used only for commercial food production, catering, and culinary classes as specified above unless CONTRACTOR has received prior written approval, from the Town, of any other use(s). If the CONTRACTOR desires to provide catering services for the Town of Taos at the Convention Center, the CONTRACTOR shall enter into a separate Catering Contract. No illegal act(s) will be done, or allowed to be done, on the premise(s), including the storage of any contraband or other illegal substance or item(s).
7. Utilities. The CONTRACTOR shall pay a reasonable monthly contribution toward the utility expenses of operating the building during year one and year two of this agreement not to exceed \$200 per month or be less than \$100 per month. Said contribution shall be determined by the parties in writing within thirty (30) days of the execution of this agreement.
8. Equipment. It is understood that the CONTRACTOR will provide several specialized pieces of equipment for their personal use within the rental facility. Said equipment shall remain the CONTRACTOR's personal property and agrees to hold the Town harmless for any damage to or loss of said equipment. The CONTRACTOR will provide the Town with a list of all equipment installed for their purposes prior to installation. All said equipment must be portable and easily removed. Any equipment permanently affixed to the facility shall become the property of the Town. The walk-in refrigerator to be installed by the CONTRACTOR shall be temporary in nature and shall be removed at the end of the lease term and any affixing of the unit that causes damage to the Town's property shall be returned to its original condition by CONTRACTOR at the end of the lease period.
9. Limitations on Use. It is understood that the CONTRACTOR shall not have exclusive use of the commercial kitchen space and that the space must be shared with other Town approved catering services that provide food service to renters of the convention facilities. The Town will provide a minimum of 14 days notice to the CONTRACTOR of scheduled use of the commercial kitchen space and said activities of the Town shall take priority. However, under no circumstances shall the CONTRACTOR be provided with less than a minimum of fifty hours of access to the facility between the hours of 8 AM and 8 PM each week.
10. Notices. All notices required to be sent pursuant to this Agreement shall be sent to the parties at the addresses below unless the parties are otherwise advised of a change of address in writing.

Town of Taos Attn: Town Manager 400 Camino de la Placita Taos, NM 87571	Taos Cooking Studio Attn: Valerie Maher P.O. Box 750 Arroyo Seco, NM 87514
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11. Alterations/Improvements. CONTRACTOR may, with prior written permission of the Town, make such alterations and/or improvements to said premise(s) as may be consistent with the permitted use(s) specified above.

Said alterations/improvements, including permits, permit fees, utilities, easements, etc. shall be at the sole cost of CONTRACTOR and CONTRACTOR shall not allow, permit, or otherwise incur a lien of any sort or kind to be filed against said property. Any such lien, if paid by the Town to protect the Town's interest(s), shall be reimbursed to the Town, by the CONTRACTOR, immediately or the Town may use the Damage/Security deposit and/or attachment and, if necessary, the sale, of personal property located on the premise(s).

Said alterations/improvements, if of a permanent nature, shall become a part of the premises and all title and right(s) to said alterations/improvements shall vest to the Town.

If not a permanent nature, said alteration/improvement may be removed by CONTRACTOR, upon termination of this Agreement and the premises(s) restored to its (their) original conditions, excepting normal wear and tear.

12. Standard(s) of Construction. All construction, whether new or renovation, shall be done in a professional manner and meet all building requirements and codes as determined by the Town of Taos Planning Department or other appropriate official/department.
13. Maintenance. CONTRACTOR shall, at its sole cost and expense, maintain the property and improvements in a clean and orderly condition and shall maintain all plumbing, wiring, glass, heating, lighting, and lighting fixtures located on, in, or attached to any portion of the premise(s) and comply with the attached Standards of Maintenance and Use that are based upon the requirements of other users of the commercial kitchen. The Town shall be responsible to replace, if necessary, the plumbing, wiring, glass, heating, lighting, and lighting fixtures of the facility that is not added by the CONTRACTOR.

The Town shall be the sole judge of the quality of the maintenance and, upon written notice by the Town to CONTRACTOR; CONTRACTOR shall be required to perform whatever maintenance is deemed reasonable or necessary. If said maintenance is not undertaken by CONTRACTOR within ten (10) days or completed within the time prescribed in the written notice, the Town shall have the right to enter upon the premise(s) and perform the necessary maintenance and such cost(s) shall be billed to the CONTRACTOR who shall make payment in full within thirty days of said billing. Alternatively, the Town may in its sole discretion declare the Agreement breached and voidable and terminate the Agreement as provided above.

14. Security. CONTRACTOR acknowledges and agrees that security of CONTRACTOR's property is solely the responsibility of CONTRACTOR and will ensure that adequate insurance and/or protective measures are taken to protect CONTRACTOR's property. It is specifically understood and accepted that the Town assumes no responsibility for the security of CONTRACTOR's property.
15. Inspection. The Town reserves the right to enter the premise(s) for the purpose of inspection, to cure maintenance problems, in the interest of public safety, or upon such other good cause. The Town will attempt, where feasible, to advise CONTRACTOR at least twenty-four (24) hours prior to entry.
16. Insurance. CONTRACTOR and/or its sub Contractors shall maintain property insurance with coverage in an amount at least equal to the replacement value of items of personal property located in or on the premises and general public liability insurance naming the Town as an additional insured with coverage amounts at least sufficient to satisfy the limits of liability of the Town as set forth in the New Mexico Tort Claims Act (NMSA 1978, Sec. 44-4-19). CONTRACTOR shall ensure that the Town be named as additional insured on all insurance policies, and shall provide a copy of such policies to the Town Legal Department.

17. Indemnification and AS IS Indemnification. CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by CONTRACTOR, its clients, employees, agents or other representatives while engaged in the performance of this contract.

CONTRACTOR acknowledges and agrees that use of the Town property and the premises described herein are AS IS and at CONTRACTOR's sole risk. CONTRACTOR, by execution of this Agreement, agrees to defend, indemnify and hold harmless the Town from any and all claims, suits, and causes of action which may arise from CONTRACTOR's performance or use under this Agreement unless specifically exempted by New Mexico Law.

18. Assignment/Subcontracting. CONTRACTOR shall not assign, transfer, subcontract, or otherwise affect any interest in this Agreement without the prior written approval of the TOWN.
19. Breach by CONTRACTOR. In the event that CONTRACTOR fails to comply with any term, condition or obligation required under this Agreement, the Town may consider CONTRACTOR to have breached the Agreement and, in the sole option of the Town, may either terminate the Agreement, or may negotiate a cure of the breach or default on such terms and conditions as may be acceptable to the Town.

If a breach is such s to cause a health or safety concern or to damage or threaten to damage or harm any person or property not belonging to CONTRACTOR, the TOWN may terminate the Agreement immediately.

20. Termination. This Agreement may be terminated at will, by either party, with or without cause upon 90 days written, advance notice to the other party. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be received three (3) calendar days from the date of the postmark. If hand-delivered, notice shall be to the Contractor's office or to the Town Manager. In no event shall termination nullify obligations of either party prior to the effective date of termination.
21. Binding Effect. This Agreement shall be binding upon the parties, their heirs, and successor-in-interest or other lawful claimant.
22. Scope of Agreement. This Agreement and the associated Local Economic Development Project Participation Agreement incorporate all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied and attached to these Agreements.
23. Applicable Law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN.
24. Judicial Enforcement. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
25. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Agreement is void, voidable or otherwise unenforceable, all other terms

and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.

26. Amendment. This Agreement shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties and appended hereto.

CONTRACTOR

TOWN OF TAOS

Christopher Maher, Cooking Studio Taos

Mayor Darren M. Cordova

ATTEST:

Valerie Maher, Cooking Studio Taos

Renee Lucero, Town Clerk

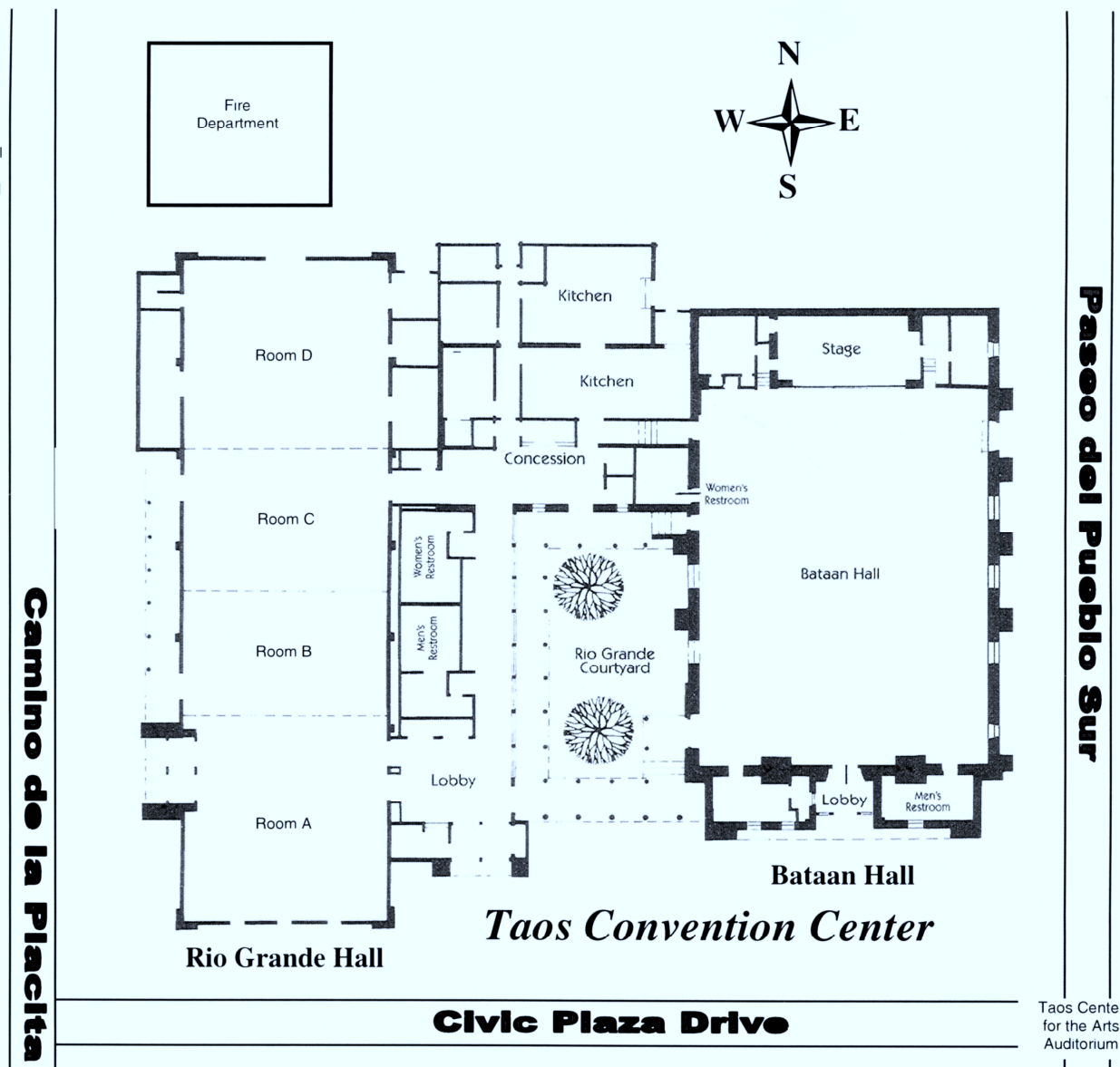
APPROVED AS TO FORM:

Allen R. Ferguson Jr., Town Attorney

Maintenance and Use Standards for the Town Commercial Kitchen

1. The CONTRACTOR will be allowed to use the kitchen and its equipment, provided that the kitchen and equipment are fully cleaned and sanitized immediately after each use, and all refuse is removed and disposed in the refuse containers outside the building. Taos Convention Center staff may inspect all kitchen and facility areas with CONTRACTOR from time to time. CONTRACTOR must comply with Taos Convention Center staff cleanup instructions.
2. The CONTRACTOR must obtain and display all required food and drink/catering permits from the New Mexico Environment Department, and comply with all applicable regulations including use of equipment necessary to insure proper health code temperatures and sanitation for the transportation and delivery of all foods during the term of the contract.
3. The CONTRACTOR is responsible for providing replacement trash bags, breaking down all cartons and removing all trash, garbage, decorations, food and drink from the Taos Convention Center kitchen and depositing trash in the refuse containers outside the facility and washing all trash cans. Additional charges may be assessed for excessive trash or additional trash pick-ups.
4. The CONTRACTOR is responsible to provide equipment and supplies for prompt cleaning and scrubbing of any walls, doors, floor tiles and other areas of the commercial kitchen.
5. The CONTRACTOR shall not block any interior access points and comply with the fire code.
6. At certain times, multiple events may be occurring at the Taos Convention Center which may require more than one CONTRACTOR to use the kitchen facilities. During those events, common courtesies and full cooperation between the CONTRACTORS are required.
7. Parking – All CONTRACTOR'S employees are to park in the Town Hall parking lot. There is no employee parking in the alley between the Convention Center and the Fire Department. Loading and unloading is allowed in the back of the Convention Center, but then vehicles must be removed to regular parking.
8. Delivery of supplies and equipment – Vendor deliveries are allowed between 8:00 a.m. and 5:00 p.m. only, unless other arrangements have been made with the Convention Center Director. CONTRACTOR must be present for all deliveries or delivery will be refused. CONTRACTOR is responsible for notifying all vendors of this schedule. Vendor is not allowed to park in delivery area before 8:00 a.m. or after 5:00 p.m.

Floor Plan





November 23, 2010

Title:

Rudy Perea, Senior Planner

Summary:

Consideration and approval of Ordinance 10-28. This ordinance amends the Town of Taos Official Zoning Map with respect to property located at 125 La Posta Road. The property owner filed a petition to change the zone of a 5.6+- acre parcel from an R-14 Multi-Family Residential Zone to an R-14 Multi-Family Residential Zone with a Planned Unit Overlay Development Zone. ***(Continued from the Regular Town Council Meeting held on November 9, 2010)***

Background:

The Town of Taos Planning and Zoning Commission (P&Z) held a duly published, noticed, and posted meeting on the zone change on September 1, 2010 and the Planning and Zoning Commission recommended to the Town Council that such amendment to the Zoning Map as described in Exhibit "A" be approved with conditions by the Town Council.

Attachments:

Click to download

📎 [Ordinance](#)

📎 [staff report](#)

APPROVALS:

Date/Time:

11/12/2010 3:29 PM

Approval:

Approved

Department:

Town Clerk



**TOWN OF TAOS
ORDINANCE 10-28**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE
TOWN OF TAOS**

**This ordinance amends the Town of Taos Official Zoning Map with respect to
property located at 125 La Posta Road.**

WHEREAS, the property owner filed a petition to change the zone of a 5.6+- acre parcel from an
an R-14 Multi-Family Residential Zone to an R-14 Multi-Family Residential Zone with
a Planned Unit Overlay Development Zone,

WHEREAS, The proposed rezoning is appropriate, given the proposed use for the
subject property with its existing zoning; and

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

WHEREAS, the Town of Taos Planning and Zoning Commission (PZC) held a duly
published, noticed, and posted meeting on the zone change on September 1, 2010 and the
Planning and Zoning Commission recommended to the Town Council that such
amendment to the Zoning Map as described in Exhibit "A" be approved with conditions
by the Town Council; and

WHEREAS, The Town Council held a public hearing on November 23, 2010; and

WHEREAS, the Town Council finds that the proposed Planned Unit Development
Overlay Zone meets the requirements set forth in LUDC § 16-16.190.1 as follows:

- A. Creativity in the grouping of buildings and structures through clustering for
the maximization and preservation of open space, consolidation of
infrastructure and providing a sense of community;
- B. Variety and mixture of housing types to accommodate households of all ages,

sizes and incomes;

- C. Creative combinations of compatible residential, commercial, industrial, civic, and open space uses either in close proximity to one another or within a single structure;
- D. Flexibility in the location, preservation, and use of usable open space, natural resource areas and agricultural lands;
- E. Preservation of the natural topography;
- F. Architectural and landscape design that is compatible with adjacent lands and traditional styles;
- G. Integrated circulation system that provides safe and efficient mobility for motorists, mass transit, bicyclists and pedestrians;
- H. Community and/or shared infrastructure systems; and
- I. Land use that is consistent with the policies of the Town of Taos.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Town of Taos, meeting in Regular Session, this 23rd day of November, 2010, and after having held a public hearing on the matter, and after having reviewed the recommendation made by the Planning and Zoning Commission that the following Ordinance is hereby amended, adopted, approved and ratified:

Town of Taos ZONING MAP; Ordinance 99-05 is amended as follows:

ORDINANCE 10-28

A Zone Change from R-14 Multi-Family Residential Zone to an R-14 Multi-Family Residential Zone with a Planned Unit Overlay Development Zone. The property subject to this proposed Zone Change is located at 125 La Posta Road in the Town of Taos, New Mexico, more particularly described in attached survey plat and consisting of 5.60+- acres, more or less. This zone change is approved by the Town of Taos Town Council with the following conditions:

- 1) The Applicant is required to get the Taos Academy Charter School and/or the State of New Mexico Department of Education's legal approval that demonstrates that the proposed Open Space to will not be developed at a future date as anything other than enhancements to the existing Open Space, and that it will be available for use in perpetuity by the tenants of the proposed 68 Apartment Unit Complex. Staff recommends that these requirements be met within sixty (60) calendar days of the approval of the Planned Unit Development by the Town of Taos Town Council.
- 2) A 2 year sunset clause is imposed on the Applicant to begin the development of the Planned Unit Development.
- 3) The Applicant is required to work with the Town of Taos Planning and Zoning Department to legally consolidate the lots on the subject property.

This ordinance amending the Official Zoning Map of the Town of Taos shall become effective as provided by law.

ORDAINED, AMENDED, ADOPTED, APPROVED, AND RATIFIED this 23rd day of November, 2010 by the following vote:

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



**STAFF REPORT TO THE TOWN OF TAOS TOWN COUNCIL
PLANNING AND ZONING DEPARTMENT
CASE TYPE – PLANNED UNIT DEVELOPMENT OVERLAY ZONE REQUEST**

Hearing Date: 11-09-10

Case Number: PUD 2010-06

Project Description/Location:

The applicant is requesting an approval from the Town of Taos Town Council to create a Planned Unit Development Overlay Zone (PUD) for property located at 125 La Posta Road. The Town of Taos Planning and Zoning Commission reviewed the applicant's PUD request at their regularly scheduled September 1st, 2010 meeting and recommended that the Town Council approve it with the following conditions (delineated by department):

Public Works Department

- 1) The applicant shall be required to make all improvements that are deemed necessary as stated in the memo submitted by the Project Manager at the time development commences on the subject property in order for them to utilize public roads for access.

Planning and Zoning Department

- 1) The applicant will be required to get the Taos Academy Charter School and/or the State of New Mexico Department of Education's legal approval that demonstrates that the proposed Open Space to will not be developed at a future date as anything other than enhancements to the existing Open Space, and that it will be available for use in perpetuity by the tenants of the proposed 68 Unit Apartment Complex via deed restrictions or similar instruments acceptable to the Town of Taos Attorney.
- 2) A 2 year sunset clause be imposed on the applicant to begin the development of the proposed PUD.
- 3) The applicant be required to work with the Town of Taos Planning and Zoning Department to legally consolidate the lots on the subject property.
- 4) The applicant demonstrate compliance with Federal and State of New Mexico Housing Guidelines for providing ADA accessible Apartment Units at the time Building Permit Applications are submitted to the Town of Taos.
- 5) The applicant make all improvements to NM 68 (Paseo Del Pueblo Sur) as mandated by NMDOT.

Fire Department

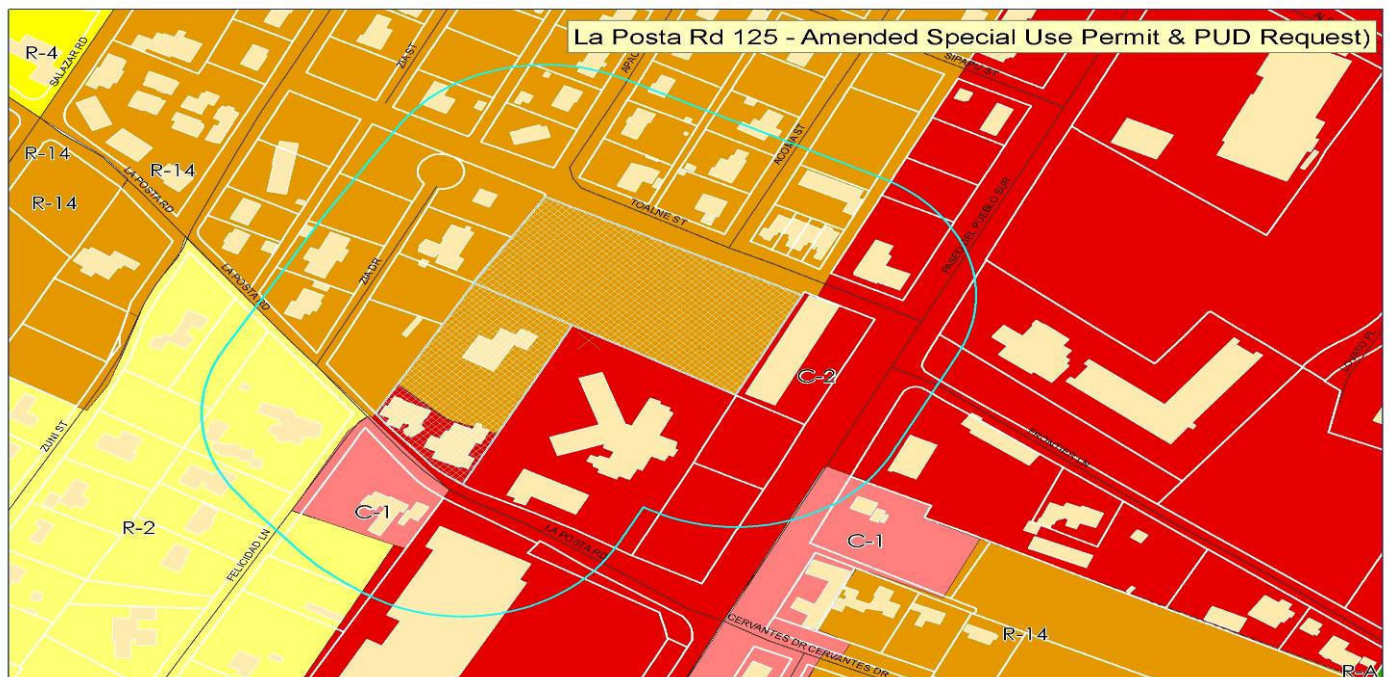
The applicant comply with all applicable Fire Safety Codes and the recommendations the department has made on the Site Plan Design.

Police Department

- 1) The applicant work with the Police and Public Works Departments to make a portion of La Posta Road a "School Zone".

The property which is the subject of this request is located at 125 La Posta Road and is currently zoned C-2 General Commercial and R-14 Multi-Family Residential within the town limits of the Town of Taos.

Location Map:



	Existing Zoning	Existing Land Use
Site	C-2 General Commercial/R-14 Multi-Family Residential	Section II in Vision 2020 designates this property for high density development as stated in the "Preferred Densities" Map.
North	R-14 Multi-Family Residential	Section II in Vision 2020 designates this property for high density development as stated in the "Preferred Densities" Map.
South	C-1 Neighborhood Commercial/C-2 General Commercial	Section II in Vision 2020 designates this area for high density development as stated in the "Preferred Densities" Map.
East	C-1 Neighborhood Commercial/C-2 General Commercial	Section II in Vision 2020 designates this area for commercial uses under the "Scenario 2" map.
West	R-14 Multi-Family Residential	Section II in Vision 2020 designates this property for high density development as stated in the "Preferred Densities" Map.

Prior site actions: The Town of Taos Planning and Zoning Commission approved a SUP on the subject property in 2009 for the existing Taos Academy Charter School. Additionally, at the regularly scheduled September 1st, 2010 Planning and Zoning Commission meeting, the Commission approved an amended Special Use Permit to add another building to the educational facilities that comprise the Taos Academy Charter School.

Staff Recommendation: Staff recommends that the Town of Taos Town Council approve the applicant's request to create a PUD Zone with the conditions stated at the beginning of this report.

Staff Analysis: This request is to approve a PUD Overlay Zone for a property located at 125 La Posta Road. What follows is the Staff analysis which was submitted to the Town of Taos Planning and Zoning Commission at the final public hearing which was held on September 1st, 2010:

The applicant is requesting a PUD Overlay Zone to develop an 68 unit Apartment Complex on the subject property. The Applicant is requesting a PUD for the following reasons:

- 1) The applicant is requesting that each proposed apartment unit for the subject property only be required to provide one (1) parking space. This request deviates from section 16.20.040.2 subsection (A) of the LUDC which mandates that 1 parking space plus and additional ten percent (10%) for parking be provided for a guest per apartment unit.
- 2) The applicant is proposing to consolidate five (5) lots which comprise the subject property in order for them to share common open space.

In order for the applicant to receive the requested PUD Overlay Zone the criteria of section 16.16.190.1 of the LUDC must be met to the greatest extent possible. What follows is an analysis of this criteria:

“Creativity in the grouping of buildings and structures through clustering for the maximization and preservation of open space, consolidation of infrastructure and providing a sense of community”

A Staff analysis of the applicant’s submitted Site Plan has determined that the intent of this criteria has been met due to the following:

- 1) A walking trail which is partially adjacent to the existing Acequia and which follows the perimeter of the subject property.
- 2) A 15.5% dedication of open space which is to be commonly shared with the existing Taos Academy Charter School.

“Variety and mixture of housing types to accommodate households of all ages, sizes and incomes”

In the submitted PUD Application the applicant has not indicated whether or not the proposed Apartment Complex will accommodate households of all ages, sizes, and incomes. This item was discussed at the preliminary public hearing on the applicant’s requests.

“Creative combinations of compatible residential, commercial, industrial, civic, and open space uses either in close proximity to one another or within a single structure”

A Staff analysis of the applicant’s submitted documentation has determined that this criteria has been met. Additionally, the applicant has also meets the criteria in the Town of Taos Vision 2020 Master Plan under Section II (Land Use) which encourages higher density developments where there is existing infrastructure.

“Flexibility in the location, preservation, and use of usable open space, natural resource areas and agricultural lands”

The applicant meets the criteria of this section based on the proposed Site Plan for the subject property which indicates that usable open space will take the

Form of the following:

- 1) A walking trail which is proposed for the perimeter of the subject property.
- 2) Open Space which will be shared by both the Taos Academy Charter School and the tenants of the proposed 68 unit Apartment Complex.

“Preservation of the natural topography”

Due to the type of development proposed for the vacant portion of the subject property the applicant will not be able to meet this criteria. The applicant however has submitted a conceptual drainage plan. Additionally, should the applicant's PUD be approved, the town will ensure that the proposed topography for the subject will meet the requirements of the Town of Taos Storm Drainage Ordinance.

“Architectural and landscape design that is compatible with adjacent lands and traditional styles”

A Staff analysis of the documentation submitted by the Applicant's Agent has determined that this criteria is met due to the following reasons:

- 1) The elevations for the proposed Apartment Units are going to be Pueblo/Spanish Revival style architecture which is compatible with the style of architecture for the vast majority of buildings which are adjacent to the subject property. Additionally, the applicant has revised the proposed elevations based on feedback from the Commission at the preliminary public hearing on his requests.
- 2) The applicant is proposing to retain and renovate a historic building to reuse it as a part of the proposed expanded charter school.
- 3) The applicant is proposing a walking trail on the perimeter of the subject property.

“Integrated circulation system that provides safe and efficient mobility for motorists, mass transit, bicyclists and pedestrians”

The applicant meets the criteria due to the fact that a pedestrian walking trail will be provided around the perimeter of the subject property. Additionally, the applicant meets this criteria due to the final approvals that he received from the Town of Taos and the State of New Mexico Department of Transportation (NMDOT).

“Land use that is consistent with the policies of the Town of Taos”

The applicant’s proposed PUD is consistent with the policies of the town as they are reflected in the town’s Vision 2020 Master Plan.

Issues related to this request

SPECIFIC IMPACT AREA		ISSUE	CONDITION #
A.	Traffic	The applicant has received approvals from the Town of Taos and the NMDOT. Therefore Staff is requiring that the Applicant make the road improvements on the subject property and to Zia Drive and Toalne Lane as mandated by the submitted Traffic Engineering Study and the Town of Taos Project Manager. Additionally, Staff is requiring that the applicant make all the improvements to NM 68 (Paseo Del Pueblo Sur) as mandated by NMDOT.	1
B.	Parking	The applicant has received an exception from section 16.20.040.2 of the LUDC for the number of parking spaces required for this project.	
C.	Lighting	Not applicable	
D.	Hours of Operation	Not applicable	
E.	Indoor/Outdoor Activities	Not applicable	
F.	Noise	Not applicable	
G.	Air Quality	Not applicable	
H.	Hazardous Materials	Not applicable	

I.	Crime Prevention (CPTED)	Not applicable	
J.	Other	The applicant will be required to work with the Taos Academy Charter School and/or the State of New Mexico Department of Education to ensure that the Open Space will not be developed at a future date as anything other than enhancements to it, and that it will be available for use in perpetuity by the tenants of the proposed 68 Apartment Unit Complex. Additionally, the applicant will be required to work with the Town of Taos Planning and Zoning Department to legally consolidate the lots on the subject property	2

2. Does the site plan comply with the requirements of the zoning code?

Yes The applicant has received approval from the Commission for the proposed exemptions from the parking standards as they are stated in section 16.20.040.2 subsection (A) of the LUDC the Applicants meet the development standards for an R-14 Multi-Family Residential and C-2 General Commercial Zones.

3. Does the proposed Planned Unit Development Overlay Zone conform to all prior Town Council actions for this site?

Yes. There have been no previous approvals for PUDs on this property by the Town of Taos Town Council.

Public Comments Received: There have been no comments received from the public as of the date of the writing of this Staff Report.

External Agency Comments: The applicants will be required to get legal documentation from the Taos Academy Charter School and/or the State Department of Education to ensure that the proposed Open Space will remain usable in perpetuity by the proposed 68 Apartment Unit Development and no development of the Open Space other than enhancements to it.

ATTACHMENTS:

	A	B	C
	Site Plan	Photos (if any)	External Agency Comments

Project Planner: Rudy D. Perea/Senior Planner 751-2035 rperea@taosgov.com

Prepared By: Rudy D. Perea, Senior Planner
(Name and title)
Date: 10/13/10

**ATTACHMENT A
SITE PLAN
PLEASE REFER TO DOCUMENTATION SUBMITTED BY THE APPLICANT.**

**ATTACHMENT B
AERIAL PHOTO**



ATTACHMENT C

THE APPLICANT WILL NEED TO RECEIVE APPROVALS FROM THE TAOS ACADEMY CHARTER SCHOOL AND/OR THE STATE OF NEW DEPARTMENT OF EDUCATION AS PART OF THEIR REQUESTED PLANNED UNIT DEVELOPMENT OVERLAY ZONE APPLICATION. THIS APPROVAL WILL NEED TO BE SUBMITTED IN THE FORM OF LEGAL DOCUMENTATION WHICH ADDRESSES THE PROPOSED OPEN SPACE.



November 23, 2010

Title:

Town of Taos Reorganization

Summary:

Discussion regarding the reorganization of the Town of Taos.

Background:

Attachments:

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No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
11/12/2010 3:30 PM	Approved	Town Manager
11/12/2010 4:17 PM	Approved	Town Clerk



November 23, 2010

Title:

Resolution 10-55

Summary:

Consideration and approval of Resolution 10-55; A resolution of the Town of Taos establishing regional coalition with (LANL) Los Alamos National Laboratory Communities.

Background:

Attachments:

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📎 [JPA](#)

APPROVALS:

Date/Time:	Approval:	Department:
11/12/2010 3:25 PM	Approved	Town Manager
11/12/2010 3:25 PM	Approved	Town Clerk

Modrall Sperling Draft 8/6/10

**JOINT POWERS AGREEMENT
ESTABLISHING THE REGIONAL COALITION OF LANL COMMUNITIES
BY AND AMONG THE INCORPORATED COUNTY OF LOS ALAMOS,
THE CITY OF SANTA FE, SANTA FE COUNTY, THE CITY OF ESPANOLA,
RIO ARriba COUNTY, THE TOWN OF TAOS AND TAOS COUNTY**

THIS JOINT POWERS AGREEMENT (the "Agreement") is entered into by and among the Incorporated County of Los Alamos, New Mexico, the City of Santa Fe, New Mexico, Santa Fe County, New Mexico, the City of Espanola, New Mexico, Rio Arriba County, New Mexico, the Town of Taos, New Mexico and Taos County, New Mexico (each a "Party" and together, the "Parties" or "Coalition Members").

WHEREAS, the Parties are each New Mexico municipalities or counties, created and existing pursuant to the Constitution and laws of the State of New Mexico (the "State"); and

WHEREAS, Los Alamos National Laboratory ("LANL") is one of the largest employers in northern New Mexico and a critical economic driver in the region; and

WHEREAS, the local economy and environment of the each of the Parties is affected by LANL's activities and programming; and

WHEREAS, the Parties share a common interest in assuring that LANL missions remain sustainable and diversified, while assuring protection of the environment; and

WHEREAS, the Parties share the goals of engaging LANL, the U.S. Department of Energy, the State of New Mexico and other government agencies with respect to local concerns about LANL activities, and of increasing the Parties' ability to participate in and influence federal and state government decision-making affecting LANL; and

WHEREAS, as described in Section 2 of this Agreement, the Parties share common powers with respect to promoting economic development, cultural and educational activities and environmental protection for the benefit of their citizens; and

WHEREAS, the Parties are authorized by the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the "Act"), to create a joint powers authority for the purpose of exercising powers common to the Parties; and

WHEREAS, the Parties desire to create a joint powers authority pursuant to the Act for the purposes described in, and subject to the requirements of, this Agreement.

NOW THEREFORE the Parties hereby agree as follows:

1. Creation of Regional Coalition of LANL Communities; Method by which Common Powers will be exercised. The Parties hereby create the Regional Coalition of LANL Communities (the "Regional Coalition") as a joint powers authority pursuant to the Act. The Regional Coalition, as the administering agency under this agreement, shall be considered an entity separate from the Parties, as provided in Section 11-1-5(B) NMSA 1978, and shall act on behalf of the Parties with respect to the subject matters of this Agreement.

2. Purpose of the Regional Coalition and Common Powers of Members. The purpose of the Regional Coalition is to engage in the activities described in this Section on behalf of the Coalition Members, through the exercise of powers common to the Parties to be exercised by the Regional Coalition. The purposes and common powers include the following with respect to LANL and LANL-related activities and issues:

A. Promotion of economic development, including:

(i) promotion of new missions for LANL that the citizens of the Coalition members support;

(ii) advocacy of long-term stable funding of LANL missions;

(iii) promotion of new and diverse scientific endeavors at LANL, focusing on employment and educational opportunities within the Coalition Members' jurisdiction;

(iv) support of business incubation and business development on non-federal lands;

(v) support of workforce training and development; and

(vi) promotion of awareness of LANL of its contributions toward and impact on the region.

B. Promotion and coordination of environmental protection and stewardship, including:

(i) cleanup activities and site maintenance to ensure consistency with community values and future use goals;

(ii) planning activities to address future use goals, stewardship needs and obligations, and prevention of future contamination;

(iii) evaluation of cleanup planning, implementation and oversight for protection of workers and neighboring communities.

C. Participation in regional planning, including:

(i) evaluation of policy initiatives and legislation for impacts on Coalition Members;

(ii) development of long-term relationships between local, state and federal officials and LANL officials;

(iii) coordination of regional planning with LANL strategic initiatives and other advocacy organizations and initiatives.

D. Evaluation of policy initiatives and legislation for impact on the Regional Coalition, including

(i) participation in public comment and outreach initiatives to influence decision-making concerning LANL activities;

(ii) advocacy in state and federal legislative process and administrative proceedings.

3. Method by which the Regional Coalition will accomplish its purposes.
The Regional Coalition will develop and implement plans and approaches for carrying out the purposes described in Subsections (A), (B), (C) and (D) of Section 2 of this Agreement.

4. Governance of the Regional Coalition.

The Regional Coalition shall be governed by a board of directors (the "Board") who shall be appointed as follows:

A. The governing body of each Party shall appoint a director, who shall be an elected public official of that Party, with current experience in strategic planning, economic development, environmental protection or the legislative process.

B. The governing body of each Party shall appoint replacement directors to fill vacancies in the board position appointed by that Party. Such replacement directors shall have the qualifications described in subsection A of this Section 4.

C. Each Director shall have a term of office as specified by the governing body of the Party appointing that Director. Directors may be reappointed for additional terms as determined by the Party appointing that Director.

D. The governing body of each Party shall appoint at least one and no more than two alternates (each an "Alternate Director") to serve as a director in the absence of the Director. An Alternate Director shall have the qualifications described in subsection A of this Section 4, except that the Alternate Director may be either an elected

official or an employee of the Party represented by the Party appointing the Alternate Director.

5. Meetings of the Regional Coalition.

A. Meetings of the Regional Coalition shall be held at least quarterly and at such additional times and in such locations as the Board determines.

B. Meetings shall be held in compliance with the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA 1978.

C. A majority of directors shall constitute a quorum for the transaction of business. A majority vote of the quorum shall be required for the adoption of a resolution.

D. The Board shall keep minutes of all meetings.

E. The Board may adopt such by-laws, rules or regulations for the conduct of its affairs as it deems necessary or convenient.

6. Exercise of Powers.

A. The Regional Coalition is hereby authorized to exercise any and all of the common powers described in Section 2 of this Agreement without further authorization or ratification by the governing body of each Party.

B. The Incorporated County of Los Alamos shall act as the fiscal agent for implementation and administration of this Agreement.

7. Effective Date, Term and Termination.

A. This Agreement shall be effective upon approval by the Department of Finance and Administration ("DFA").

B. The term of this Agreement shall be perpetual unless terminated by mutual consent of the Parties.

8. Disposition of Property Acquired Pursuant to this Agreement.

A. The Parties do not anticipate that the Regional Coalition will acquire real property pursuant to this Agreement, but may acquire or contribute personal property in furtherance of the activities contemplated by this Agreement. The Parties anticipate that they will contribute funds to support activities of the Regional Coalition, each from sources budgeted by the governing body of that Party or otherwise approved prior to the Regional Coalition incurring expenses for which contributions from Parties will be requested.

B. Any surplus property or funds of the Regional Coalition remaining at the time this Agreement is terminated shall be returned to each Party in proportion to the contributions made by that Party.

9. Strict Accountability of all Receipts and Disbursements. The Regional Coalition shall be strictly accountable for all receipts and disbursements under this Agreement.

10. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the Parties and approved by the DFA, but subject to the following.

A. One or more tribal governments may become members of the Regional Coalition through an amendment to this Agreement including such tribal government(s), executed by the Regional Coalition and the tribal government(s). The Parties intend that a tribal government shall not waive its sovereign immunity as a result of entering into this Agreement.

B. If one or more of the local governments anticipated to be a Party does not execute this Agreement, this Agreement shall be effective in connection with the local government entities that have executed this Agreement, and shall be deemed amended to include the local governments that have executed the Agreement, irrespective of references to the local governments that have not executed this Agreement, and it shall not be necessary for the Parties execute an amended or restated Agreement deleting reference to local governments who do not enter into this Agreement.

C. Individual Parties may withdraw from the Regional Coalition and, upon such withdrawal, this Agreement shall be deemed amended with respect to that withdrawal, without further approval by the DFA.

D. Except as to the provisions of Subsections A, B and C of this Section 10, so long as only the no other provision of this Agreement is amended, amendments to include the tribal government(s) or to delete references to local governments who do not enter into this Agreement or who withdraw from the Coalition, shall not require approval by DFA.

11. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Act, as provided in Section 11-1-6 NMSA 1978.

12. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico; provided that, with respect to any tribal government that is a Party, it is hereby recognized that the powers and status of such Party, as a tribal government, is subject to the laws of the United States.

13. Counterparts. This Agreement may be executed in counterpart originals.

14. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO

By: _____
Michael Wismer, Chairman

Date: _____

CITY OF SANTA FE, NEW MEXICO

By: _____
David R. Coss, Mayor

Date: _____

SANTA FE COUNTY, NEW MEXICO

By: _____
Harry B. Montoya, Chairman,
Board of County Commissioners

Date: _____

CITY OF ESPANOLA, NEW MEXICO

By: _____
Alice Lucero, Mayor

Date: _____

RIO ARRIBA COUNTY, NEW MEXICO

By: _____
Alfredo L. Montoya, Chair

Date: _____

TOWN OF TAOS, NEW MEXICO

By: _____
Darren Cordova, Mayor

Date: _____

TAOS COUNTY, NEW MEXICO

By: _____
Daniel R. Barrone, Chairman,
Board of County Commissioners

Date: _____

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Kathryn Miller, Cabinet Secretary

Date: _____