



AGENDA
October 23, 2012
Regular Meeting

Town Council Chambers - 120 Civic Plaza Drive
6:30 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 25, 2012 Regular Meeting Minutes

6. CITIZENS FORUM - Citizens wishing to speak shall limit their comments to 5 minutes or less at the Mayor's discretion. No action may be taken.

A. Mark Gordon, New Mexico PBS

Brief presentation regarding the documentary "Awakening in Taos" and proposal for sponsorship.

7. MATTERS FROM STAFF

A. Resolution 12-66

Consideration and possible approval of Resolution 12-66; Budget Adjustment Request to the Facilities Improvements Fund; Increase Capital Outlay expenditures in the amount of \$29,300 in order to award the total amount needed to cover the Base Bid and Alternates 1 and 2 for Don Fernando Hall Improvements by decreasing the Building Maintenance budget as follows: \$16,000 new door hardware for Coronado and Don Fernando Halls, \$10,000 Fred Baca Park old restroom wall removal, repair and re-plaster and \$3,300 from budget savings on plaster projects.

B. Bid Award - Don Fernando Hall Renovations

Consideration and possible approval to award Bid #12-13-04 for Don Fernando Hall Improvements to Bluesky Builders, Inc. and authorization for the Mayor to enter into Contract TT-13-117. The contract will be in the amount of \$77,886 plus gross receipts tax in the amount of \$5,987.79 at a rate of 7.6875% for a total cost of \$83,873.49 (this covers the Base Bid and Alternates 1 and 2). This project was bid out on September 20, 2012 with a bid opening date of October 10, 2012. A total of three contractors submitted bids. Bluesky Builders, Inc. was the lowest responsible bidder. This project is allocated in the Facilities Improvements Fund.

C. Contract TT-13-94 with Taos County Adult Detention Center

Consideration and possible approval of Contract TT-13-94 between the Town of Taos and Taos County Adult Detention Center for the housing of inmates in the amount of \$110,000 and will expire June 30, 2013. This contract is allocated in the Local Government Protection Fund.

D. Contract TT-13-97 for the Chamisa Road Infrastructure Phase II Improvements

Consideration and possible approval to Award Bid No. 12-13-05 for the Chamisa Road Infrastructure Phase II Improvements to the apparent qualified low bidder, _____, in the amount of \$_____ (base bid) inclusive of applicable of gross receipts taxes. This project will be constructed in accordance with the plans and specifications developed by Abeyta Engineering and the New Mexico Department of Transportation specifications. Contract No. TT-13-97 will be supported out of line item 58-58-45003 (Grant) \$480,000.00, 59-59-45003 (Town Match) \$107,183.00, and 81-19-45003 (Wastewater) \$30,788.00. The contract is a 40 calendar day contract and will sunset on December 14, 2012 thus allowing the Town to apply for additional funds for FY 2013-2012. ***(Bid opening will be held on October 19, 2012 at 2:00 p.m.)***

E. Resolution 12-68

Consideration and possible approval of Resolution 12-68 to hire Francisco Martinez as a Facilities Services Specialist within the Facilities Services Department. Mr. Martinez is the nephew of current Town employee Sandra Rivera, Records Technician within the Police Department. The hiring of Mr. Martinez will not create a direct or indirect supervisor/subordinate relationship, an actual conflict or interest, nor the appearance of a conflict of interest.

8. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. Resolution 12-67

Consideration and possible approval of Resolution 12-67 endorsing the permanent protection of the Rio Grande del Norte proposal through the enactment of legislation as a National Conservation Area or a Presidential Proclamation as a National Monument.

B. Resolution 12-01C

Consideration and possible approval of Resolution 12-01C. This is the

third amendment to Resolution 12-01 - Open Meetings Resolution. The only amendment made by this Resolution shall be that the Quarterly Citizens' Forums will no longer be held due to the significant decrease in attendees since changing the time of Council Meetings from 1:30 p.m. to 6:30 p.m.

9. 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.*



October 23, 2012

Title:

September 25, 2012 Regular Meeting Minutes

Summary:

Background:

Attachments:

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 [minutes](#)



**MINUTES
September 25, 2012
Regular Meeting**

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

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

The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 6:33 p.m.

2. ROLL CALL

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

Those present were:

Mayor, Darren M. Cordova
Mayor Pro Tem, Michael A. Silva
Councilmember, Rudy C. Abeyta
Councilmember, Frederick A. Peralta
Councilmember, Andrew T. Gonzales

Also present were:

Town Manager, Oscar Rodriguez
Assistant Town Manager, Abigail Adame
Town Attorney, C. Brian James
Town Clerk, Renee Lucero

3. PLEDGE OF ALLEGIANCE

Councilmember Gonzales led the audience in the Pledge of Allegiance.

4. APPROVAL OF AGENDA

DELETE Item 5.A. Executive Session to discuss limited personnel matters pursuant to NMSA 1978 10-15-1-H(2).

Mayor Pro Tem Silva made a motion to approve the Agenda as amended. Councilmember Gonzales seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

5. AWARDS AND RECOGNITIONS

A. Mayor's appointment to the position of Chief of Police

Mayor Cordova presented his appointee, Kenneth Koch, to the position of Chief of Police for Town Council's ratification.

B. Town Council's ratification of Mayor's appointee for the position of Chief of Police

Councilmember Peralta made a motion to ratify the Mayor's appointment of Kenneth Koch to the position of Chief of Police. Councilmember Gonzales seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

Mayor Cordova stated Mr. Koch comes with a wealth of knowledge and experience and he believes he will be a great asset to the Town of Taos. Furthermore, he thanked Jerry Hogrefe for leading the Police Department as Interim Chief of Police during the last several months.

6. CITIZENS FORUM

A. The following individuals spoke during Citizens Forum:

Siena Sanderson and Lucy Perera
Doug Picket
Rose Bauhs
Nate Piffer
Matthew Spriggs
Randolph Pierce
Caleb Smiley

7. CONSENT AGENDA

A. Lease with Hasler Financial Services, Inc.

Consideration and possible approval for the Utility Billing Division to enter into a Master Lease Agreement with Hasler Financial Services, Inc. for billing equipment: folder inserter with stand; postal software with Optical Market Reading capability, maxi-feeder, and a service maintenance agreement. The lease term is for 48 months in the amount of \$3,870 per quarter, exclusive of any applicable taxes. All pricing is in accordance with a State of New Mexico Master Lease.

B. Legislative Appropriation 12-1494 Kit Carson Park Public Restrooms

Consideration and possible approval for the Town to enter into a grant agreement between the State of New Mexico Department of Finance and

Administration Local Government Division in the amount of \$50,000 for project 12-1494 for Kit Carson Park Public Restrooms. This amount is included in the FY 2012-2013 Facilities Improvements Fund. There is no Town match associated with the grant.

C. Contract TT-13-90 with Department of the Interior Bureau of Reclamation

Consideration and possible approval of Contract TT-13-90 with the Department of the Interior Bureau of Reclamation regarding San Juan Chama Project; for use of up to 366 acre feet of "settlement water" per year, measured at the outlet of Heron Reservoir; This will allow the Bureau of Reclamation to lease a total of up to 366 acre-feet of "settlement water". This lease is for 2013.

D. Sale of Lots at Chamisa Verde Subdivision

Ratification of previous Council's action approving the sale of Lots 17 and 18 at the Chamisa Verde subdivision for \$31,500 each, cash sale, to proceed forthwith.

E. Amendment to Armstrong Consultants, Inc. Contract

Consideration and possible approval of Amendment 3 to Contract TT-11-115 with Armstrong Consultants, Inc, in the amount of \$30,000 plus Gross Receipts Tax for a total amount of \$31,538. This amendment is for design of a Snow Removal Equipment Building at Taos Regional Airport. This project will be funded as follows: 90% will be with a Federal Aviation Administration Grant in the amount of \$28,384; 5% will be with a New Mexico Department of Transportation Aviation Division Grant in the amount of \$1,577; and 5% will be with a Town match in the amount of \$1,577. This project is budgeted in line item 52-44-45002.

F. Resolution 12-59

Consideration and possible approval of Resolution 12-59; Budget Adjustment Request to increase revenues and expenditures for the Memorandum of Agreement for the Over Flight Stipulators Project to account for additional amounts applied for from the Federal Aviation Administration (FAA) in the amount of \$115,000 and the State of New Mexico Aviation Division in the amount of \$6,389. The Town of Taos Match is \$6,389 and is being transferred from the Snow Removal Building Project which will not be ready for construction in the spring.

G. Resolution 12-60

Consideration and possible approval of Resolution 12-60 to apply for and accept grants for the design of Phase 1 of Runway 12/30 for Taos Regional Airport from the Federal Aviation Administration and the New Mexico Department of Transportation Aviation Division. The project funding breakdown amount is as follows: Federal Aviation Administration \$800,000; New Mexico Department of Transportation Aviation Division \$44,445; Town of Taos \$44,445; for a total project cost of \$888,890. The Town Match has been budgeted in the Airport Construction Fund.

H. Resolution 12-61

Consideration and possible approval of Resolution 12-61 to apply for and

accept grants for Phase 1 of the mitigation measures as detailed in the Memorandum of Agreement between the Federal Aviation Administration, Town of Taos and Taos Pueblo that was signed in December, 2011. The project funding breakdown amounts is as follows: Federal Aviation Administration \$250,000; New Mexico Department of Transportation Aviation Division \$13,889; Town of Taos \$13,889; for a total project cost of \$277,778. The Town Match is included in Resolution 12-59 for line item 52-59-45002.

Mayor Pro Tem Silva made a motion to approve the Consent Agenda as presented. Councilmember Gonzales seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

8. MATTERS FROM STAFF

A. Resolution 12-55

Consideration and possible approval of Resolution 12-55 replacing Resolution 08-09 and establishing Policies and Procedures for issuing Special Dispenser Permits to formalize and streamline the existing process.

Mr. Rodriguez stated this item is a procedural item and is being presented in an effort to streamline the application process for Special Dispenser Permits.

Councilmember Peralta made a motion to approve Resolution 12-55 as presented. Councilmember Gonzales seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

B. Resolution 12-57

Consideration and possible approval of Resolution 12-57 adopting the FY 2014 - 2018 Infrastructure Capital Improvements Plan (ICIP). This plan is a prioritized list of unfunded or partially funded capital improvement needs. Each project includes a cost estimate and identifies the potential funding sources. The ICIP must be approved for the Town of Taos to be eligible for future Community Development Block Grant applications, state funded capital outlay requests, and legislative requests.

Mr. Rodriguez explained the proposed ICIP is merely a wish list. He plans to change the process in the future so that it aligns with the Town's planning and budgeting processes. Furthermore, he explained the new process would start in mid-fall and end in late-winter and become part of the Town's operating and capital budget process.

Mayor Peralta emphasized that staff needs to identify funding sources for the projects that are listed.

Councilmember Gonzales made a motion to approve Resolution 12-57 as presented. Councilmember Peralta seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem

Silva, and Councilmembers Abeyta, Peralta and Gonzales.

C. Resolution 12-54

Consideration and possible approval of Resolution 12-54 to amend the Airport Advisory Board Bylaws, to include an attendance rule and language conforming to the Memorandum of Agreement between the Federal Aviation Administration, Taos Pueblo and Town of Taos signed in December 2011.

Mr. Rodriguez stated the amendment to the bylaws include rules of attendance as well as procedures to follow when a vacancy occurs.

Councilmember Peralta made a motion to approve Resolution 12-54 as presented. Mayor Pro Tem Silva seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

D. Annual Operating Budget for FY 2012-2013

Possible approval of the Annual Operating Budget for FY 2012-2013 as approved by the Department of Finance and Administration in accordance with Section 6-6-5 NMSA 1978.

Mr. Rodriguez stated this represents the last step in the budget process in which the State of New Mexico compares this budget with the budget that was submitted and approved by Town Council on June 26, 2012.

Councilmember Peralta made a motion to approve the Annual Operating Budget for FY 2012-2013 as presented. Councilmember Gonzales seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

9. PUBLIC HEARINGS

A. Ordinance 12-11

Consideration and possible approval of Ordinance 12-11 adopting the Town of Taos Affordable Housing Element. This plan is intended to provide long-term guidance for operating the Town's affordable housing initiatives at Chamisa Verde, Fred Baca Park, and the artist-based affordable housing project. Staff recommendation is approval of Ordinance 12-11 which will adopt the (Re)Vision 2020 Affordable Housing Element for the Town of Taos.

Mr. Rodriguez presented Ordinance 12-11 to the Mayor and Council and stated this ordinance is part of the Town's long range plan to address affordable housing needs and has been reviewed and approved by the New Mexico Mortgage Finance Authority. He further stated the ordinance has been adjusted according to input received from citizens during numerous community forums. Also included in the ordinance are steps that would facilitate the Town's affordable housing program, including goals that provide ways of creating incentives for private sector affordable housing development.

Public Opinion

Mayor Cordova opened the public hearing.

The following individuals spoke in support of the ordinance:

- Maija West
- Matthew Spriggs

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

Councilmember Peralta stated he believes this ordinance will address problems that surfaced in the past. He also believes in order for the affordable housing program to be successful, there must be a partnership between the private sector and the public sector.

Councilmember Gonzales expressed concern that there is not enough affordable housing for middle-income citizens.

Mayor Pro Tem Silva made a motion to approve Ordinance 12-11 as presented. Councilmember Gonzales seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

B. Ordinance 12-12

Consideration and possible approval of Ordinance 12-12 amending Chapter 2.12 of the Taos Town Code covering the Municipal Airport Commission by renaming the Commission, reconstituting the membership qualifications, staggering the terms of the appointees, providing for Taos Pueblo to appoint one member to the newly reconstituted Advisory Board, redefining the municipal airport as a regional airport, and providing for removal of members by either the Town Council or by Taos Pueblo. (This item was continued from the September 11, 2012 Regular Council Meeting)

THIS ITEM WAS HEARD BEFORE ITEM 8.C.

Mr. Rodriguez presented Ordinance 12-12 to the Mayor and Council.

Public Opinion

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

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

Mayor Pro Tem Silva made a motion to approve Ordinance 12-12 as presented. Councilmember Peralta seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. Mayor Pro Tem

Mayor Cordova stated Councilmember Gonzales has expressed an interest in serving as Mayor Pro Tem and asked for input from the Council.

Mayor Pro Tem Silva stated he has enjoyed his tenure as Mayor Pro Tem and believes it is very important that each Councilmember have the opportunity to serve.

Mayor Cordova directed staff to add an item for action at the next Regular Town Council Meeting.

B. Youth Eagles Flight Rally

Councilmember Gonzales stated eighty-four youth participated in the Young Eagles Flight Rally event, which was twice as many as last year. He thanked John Thompson, Airport Manager, for his hard work.

Mayor Cordova thanked Councilmember Gonzales for requesting Taos Pueblo's involvement in the event.

11. EXECUTIVE SESSION

Pending Litigation

Councilmember Gonzales made a motion to go into Executive Session to allow the Town Attorney to provide an update on all threatened or pending litigation, pursuant to NMSA 10-15-1.H(7).

Councilmember Peralta seconded the motion. The motion was confirmed by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

At 9:12 p.m., Councilmember Abeyta made a motion to come out of Executive Session and stated discussion in the Executive Session was limited to the item as it was called for. Councilmember Peralta seconded the motion. The motion was confirmed by an affirmative vote. Those voting AYE were: Mayor Pro Tem Silva, and Councilmembers Abeyta, Peralta and Gonzales.

12. ADJOURNMENT

A motion was made by Councilmember Gonzales and seconded by Mayor Pro Tem Silva to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 9:14 p.m.

APPROVED:

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

5
6 **ATTEST:**
7

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9 _____
10 **Renee Lucero, Town Clerk**
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12 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,***
13 ***however, only Regular Town Council Meetings and some Special Town Council***
14 ***Meetings, with controversial issues, are video recorded. Copies are available upon***
15 ***request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005) at***
16 ***a fee of \$5.00 for audio recordings and \$10.00 for video recordings.***
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October 23, 2012

Title:

Mark Gordon, New Mexico PBS

Summary:

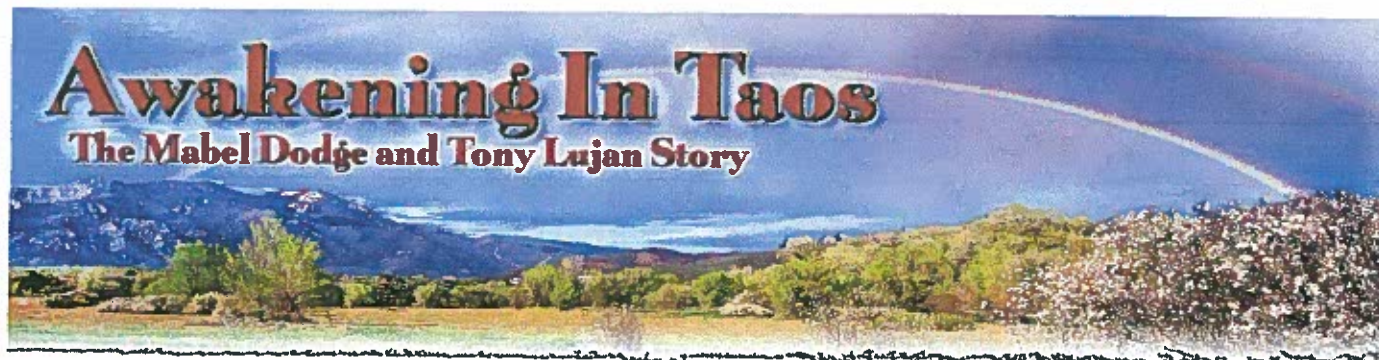
Brief presentation regarding the documentary "Awakening in Taos" and proposal for sponsorship.

Background:

Attachments:

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FILM PROSPECTUS: Awakening In Taos

I. The Project

- *Awakening in Taos is the story of how Mabel Dodge Luhan's vision and influence transformed the artistic destiny of Taos.* It is intended for distribution through PBS station broadcasts, film festival screenings locally, nationally, internationally and DVD sales. It is more than a local story designed for and international audience interested in modern American art, Native American and women's rights.
- *Length of film, when complete in July 2013 will be: 56 Minutes: 1-hour PBS broadcast length*

II. Project Status:

- Over 22 hours of interviews and Taos landscapes have been recorded in High Definition Video so far.
- There are 25 minutes of edited video and we are working on a rough assembly for the final edit.
- We are completing an editing and shooting script, plus pre-production for final winter and spring shooting.
- Final editing and post-production for the project will be complete by July 2013.

III. Where will it be shown?

- Awakening In Taos, LLC is working in partnership with New Mexico PBS (KNME) to produce and distribute this documentary through nationwide PBS stations. KNME is providing production supervision, equipment for production, postproduction and final on-line editing at their studios.
- We anticipate being picked up by the same stations that broadcast *Painting Taos*, KNME's documentary about the Taos Society of Artists. This sister film was broadcast by over 85% of the 355 PBS nationwide and viewed by approximately 122,928,379 viewers. The broadcast agreement is for a three year period. Sponsors of the film will enjoy exposure of their credits in broadcasts nationally and listings on www.Taos.org and www.AwakeningInTaos.com.
- New Mexico PBS will broadcast the completed program throughout the state of New Mexico. In the first six months after completion the program will be broadcast on all New Mexico stations and the DVD will be used as an incentive gift for New Mexico PBS Members as part of two quarterly pledge drives.

- New Mexico PBS will aggressively promote the finished program to all national PBS stations.
- Six months after completion of our New Mexico PBS broadcast commitment, copies of the DVD will be available through our website, at the Taos Visitor center, through NM Museum Foundation shops, bookstores, Amazon.com, New Mexico state and city visitor centers, and a variety of video venues.
- We plan to enter and screen the finished documentary at a long list of national and international film festivals.
- We are in communication with BBC and other potential international broadcasters.

IV. Budget

1. Known & Possible Expenses: \$125,000 is needed to complete the project.

V. Funding Information to Date:

We have a fiscal sponsor, Recursos de Santa Fe, which is a tax deductible 501(c)3 non-profit arts organization

All supporters of Awakening In Taos will be listed in the end credits of the video program. We would like to thank and acknowledge the following organizations and individuals for their generous support to date:

Organizations:

PBS New Mexico	Harwood Museum
New West Media Foundation	HD Solutions
Holy Cross Hospital	The Taos Inn
Verve Gallery	Peters Family Foundation
Hacienda Del Sol Inn	The Mabel Dodge Luhan Inn
Healy Foundation, Taos	Michael Wigley Gallery
Santa Fe Trust	

Individuals:

Charmay Allred	Forrest & Peggy Fenn	Thomas & Barbara McCarthy
Paula Amanda (NM Film Production Services)	Pat Hall	Nat Owings (Owings Gallery)
Polly Anderson (KNME)	Senator Fred Harris	Stephen Parks (Parks Gallery)
Robert Althouse	Ed & Trudy Healy	Aaron Payne Gallery
Bob & Linda Attiyeh	Franz Joachim (KNME)	Kathleen & Gerald Peters
Elmo Baca	Gail Kempler	Fred Peralta
Art & Susan Bachrach	Nancy Kenney	Donna Pettine
Bruce & Nancy Begin	Bobbie Kilberg	Martha Reed
Cherie Burns	Michael Kamins (KNME)	MaLin Wilson-Powell
Ellen Bradbury	Susan LonghenryNancy & Ramon Lopez	Rena Rosequist
Flannery Burke	Alfredo Lorenzo Lujan	Lois and Steve Rudnick
Suzan Campbell	Ali MacGraw	John Scanlon
Cathy Connelly (Town of Taos)	Peter Mackaness	Bob Willis
Bluc Spruce Standing Deer	Robert Martin	Sharyn Udall
Leslie Dillon	Marsha Mason	Carmen Velarde
Jill Drinkwater	Jan Mellor	Barbara Waters
Marti Fenton	Kenneth L Meyer	Karen Wohlgenuth
Miles Gluckman	Ouray Meyers	



October 23, 2012

Title:

Resolution 12-66

Summary:

Consideration and possible approval of Resolution 12-66; Budget Adjustment Request to the Facilities Improvements Fund; Increase Capital Outlay expenditures in the amount of \$29,300 in order to award the total amount needed to cover the Base Bid and Alternates 1 and 2 for Don Fernando Hall Improvements by decreasing the Building Maintenance budget as follows: \$16,000 new door hardware for Coronado and Don Fernando Halls, \$10,000 Fred Baca Park old restroom wall removal, repair and re-plaster and \$3,300 from budget savings on plaster projects.

Background:

Town of Taos Policy requires Council approval on all budget transfers that transfer funds between cost categories, (ie. Personnel, **Operating Expenses and Capital Outlay**), interfund transfers, budget increases, **projects to projects** and new projects.

This adjustment is needed in order to cover the base bid and alternates 1 and 2 for the Don Fernando Improvements project.

Attachments:

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📎 [Resolution 12-66 with backup](#)



**TOWN OF TAOS, NEW MEXICO
RESOLUTION 12-66**

WHEREAS the Town of Taos has adopted its operating budget for the fiscal year ending June 30, 2013, and

WHEREAS the governing body of the Town of Taos, meeting in Regular Session this 23rd day of October, 2012 wishes to adjust its operating budget for the fiscal year ending June 30, 2013.

NOW, THEREFORE be it resolved that the governing body of the Town of Taos, meeting in Regular Session this 23rd day of October, 2012, adopts this budget adjustment.

Facilities Improvement Fund (50)

Expenditures and other Financing Uses:

Operating Expenses – Building Maintenance	\$(29,300.00)
Capital Outlay – Don Fernando Hall Improvements	29,300.00

(To adjust the Facilities Improvement Fund, this budget adjustment will increase expenditures to cover the total amount needed to award the base bid and alternates 1 & 2 for the Don Fernando Hall Improvements project; amount is coming from the building maintenance projects.)

PASSED, APPROVED, AND ADOPTED THIS 23rd DAY OF OCTOBER 2012.

Mayor Pro-Tem Andrew T. Gonzales	_____	
Councilmember Rudy C. Abeyta	_____	
Councilmember Frederick A. Peralta	_____	
Councilmember Michael A. Silva	_____	

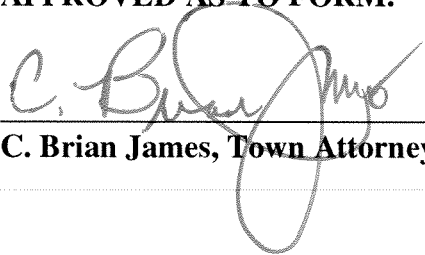
TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



C. Brian James, Town Attorney

Department Name:	Facilities
Date Prepared:	10/11/2012
Funds Affected:	Facilities Improvements Fund (50)

FROM <small>(Budget to be Decreased)</small>		TO <small>(Budget to be Increased)</small>	
Line Item Detail	AMOUNT	Line Item Detail	AMOUNT
Buildings Supplies & Maintenance 50-16-42005	\$ 16,000.00	Don Fernando Hall Improvements 50-21-45002	\$ 29,300.00
New door hardware for Coronado and Don Fernando Halls - 4 each			
50-16-42005	\$ 10,000.00		
Fred Baca Park old restroom wall removal, repair and replaster			
50-16-42005	\$ 3,300.00		
Under budget amounts from Plaster projects			
TOTAL	\$ 29,300.00	TOTAL	\$ 29,300.00

<input type="checkbox"/>	Disapproved	<input checked="" type="checkbox"/>	Approved
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DEPARTMENT HEAD SIGNATURE

DATE _____

☐ Disapproved ☒ Approved

**TOWN MANAGER AND/OR
ASSISTANT TOWN MANAGER
SIGNATURE**

DATE _____

☐ Disapproved ☒ Approved

12 Marietta J. Zander
FINANCE DIRECTOR SIGNATURE

DATE _____

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Resolution #	12-66
		Date Approved	10/11/2012

ACCOUNTANT SIGNATURE	DATE
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Page BATCH #

BUDGET LINE ITEMS	PROJECT	ORIGINAL BUDGET	SPENT TO DATE THIS FY	YTD ENCUMBERED	UNENCUMBERED BALANCE
50-15-45002	Don Fernando Hall Improvements	\$ 59,591.00	\$ -	\$ 1,040.93	\$ 58,550.07
				Living Designs	
<hr/>					
<u>AWARD AMOUNT</u>	<u>Bluesky Builders, Inc.</u>				\$ 58,550.07
Total Base Amount	\$	77,886.00			
NMGRT @ 7.6875% - Base Bid	\$	5,987.49			
	\$	-			
TOTAL CONSTRUCTION AMOUNT	\$	83,873.49			
Unencumbered Amount 50-15	\$	58,550.07			
	\$	-			
Amount needed to Award Contract	\$	25,323.42			
5% contingencies	\$	3,894.30			
Amount needed to complete project	\$	29,217.72			
BAR from 50-16 Building Maintenance	\$	29,300.00			

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T O W N O F T A O S

FINANCIAL STATEMENT

PAGE: 6

FOR THE MONTH ENDING: OCTOBER 31ST, 2012

50 -FACILITIES IMPROVEMENTS

EXPENSES

15-DON FERNANDO IMPRVMTS

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>CAPITAL OUTLAY</u>							
15-45002 BUILDINGS & STRUCTURES	<u>59,591.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>59,591.00</u>	<u>0.00</u>	<u>59,591.00</u>
CATEGORY TOTAL	<u>59,591.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>59,591.00</u>	<u>0.00</u>	<u>59,591.00</u>
DEPARTMENT TOTALS	59,591.00	0.00	0.00	0.00	59,591.00	0.00	59,591.00

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T O W N O F T A O S

FINANCIAL STATEMENT

PAGE: 7

FOR THE MONTH ENDING: OCTOBER 31ST, 2012

50 -FACILITIES IMPROVEMENTS
EXPENSES

16-WORKS ORDERS BLDG MAIN

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>OPERATING EXPENSES</u>							
16-42005 BUILDING/UPIS SUPPLY & MAI	98,986.00	1,124.23	23,451.54	23.69	75,534.46	7,886.51	67,647.95
CATEGORY TOTAL	98,986.00	1,124.23	23,451.54	23.69	75,534.46	7,886.51	67,647.95
<u>CAPITAL OUTLAY</u>							
DEPARTMENT TOTALS	98,986.00	1,124.23	23,451.54	23.69	75,534.46	7,886.51	67,647.95



October 23, 2012

Title:

Bid Award - Don Fernando Hall Renovations

Summary:

Consideration and possible approval to award Bid #12-13-04 for Don Fernando Hall Improvements to Bluesky Builders, Inc. and authorization for the Mayor to enter into Contract TT-13-117. The contract will be in the amount of \$77,886 plus gross receipts tax in the amount of \$5,987.79 at a rate of 7.6875% for a total cost of \$83,873.49 (this covers the Base Bid and Alternates 1 and 2). This project was bid out on September 20, 2012 with a bid opening date of October 10, 2012. A total of three contractors submitted bids. Bluesky Builders, Inc. was the lowest responsible bidder. This project is allocated in the Facilities Improvements Fund.

Background:

Ron Yachinich - Facilities Services Director

Attachments:

Click to download

- 📄 [Don Fernando Hall Bid Tabulation Sheet](#)
- 📄 [Summary](#)
- 📄 [Contract-Blue Sky Builders Inc](#)

October 11th, 2012

Tina Torres – Procurement Officer
Town of Taos
400 Camino de la Placita
Taos, NM 87571-6071
575-751-2025
ttorres@taosgov.com

RE: Town of Taos Don Fernando Hall Renovations (Bid #12-13-04)

Tina,

Per your request I have personally reviewed the Bid Results for the above mentioned project. Please see the attached Bid Tabulation Sheet for a complete summary of the bids that were submitted.

Regardless of whether the town chooses to accept either one or both of the Deductive Alternates it appears that Blue Sky Builders, Inc. is the lowest responsible bidder. I have confirmed that Blue Sky Builders, Inc. is a registered contractor (GB98) in good standing with the state of NM, and is currently registered with the NM Department of Work Force Solutions as a Public Works Contractor in good standing.

The bid packet submitted by Blue Sky Builders Inc. appears to contain the necessary documents (Bid Bond, Agents Affidavit, Subcontractors List, Campaign Disclosure Form, Public Works Registration Certificate, & Contractors License #) and the Bid Form was signed by an authorized representative of the corporation submitting the bid.

It is my recommendation, based upon the information described above, that the Town of Taos proceed with contract negotiations with Blue Sky Builders, Inc. for the construction of this important project. I look forward to working with them.

Sincerely,

David M. Henry, AIA
- Project Manager

Attachments: Bid Tabulation Sheet (one page)

Page 23 of 84



BID TABULATION SHEET

PROJECT NAME: Don Fernando Hall Renovations

BID OPENING DATE: October 10th, 2012

OWNER: Town of Taos

BID NUMBER: 12-13-04

ARCHITECT: Living Designs Group Architects

NUMBER OF ADDENDA: 2

2

	GENERAL CONTRACTOR	LUMP SUM BID - no NMGR	Deductive Alternate #1 "Casework/Paint/Flooring"	Deductive Alternate #2 "Existing Mech. Room"	Public Works Minimum Wage Act # (if bid exceeds \$60,000)	Sub- Contractors List	Bid Bond	Campaign Disclosure Form	LIC.
1)	BLUESKY BUILDERS, INC.	77,886 ⁰⁰	5,852 ⁰⁰	5,323 ⁰⁰	✓	✓	✓	✓	✓
2)	WAYNE RUTHERFORD G.C.	94,000 ⁰⁰	3,700 ⁰⁰	5,000 ⁰⁰	✓	✓	✓	✓	✓
3)	PLATINUMSKY CONSTRUCTION	84,000 ⁰⁰	9,000 ⁰⁰	7,500 ⁰⁰	✓	✓	✓	✓	✓
4)									
5)									
6)									

Notes:

1) BLUESKY → \$66,711
 2) PLATINUM SKY → \$67,500
 3) W.R.G.C. → \$85,300

→ w/DEDUCTIVE ALTERNATES #1 & 2

October 16th, 2012

Re: Don Fernando Hall Renovations – Project Summary

Ms. Abigail Adame
Town of Taos
120 Civic Plaza Drive
Taos, NM 87571

Project Summary: The project entails modifications to select portions of the existing Don Fernando Hall (old swimming pool) located at 124 Civic Plaza Drive. These modifications include renovating the abandoned Men's & Women's shower rooms into a Classroom and a Office/Storage respectively, & minor renovation of the existing Fire Riser Room. Work includes, but is not limited to: demolition of existing spaces (walls, partitions and finishes as required) and renovations/updates for new use. Project also includes modifications to the existing fire alarm and fire sprinkler system, as well as HVAC and electrical/lighting additions and revisions.

- Base Bid: **\$77,886** for entire project scope as described above.
- Deductive Alternate #001 "Casework/Paint/Flooring": Deduct **\$5,852** from Base Bid. This alternate eliminates all cabinetry, countertops, paint and finish flooring.
- Deductive Alternate #002 "Existing Fire Riser Room": Deduct **\$5,323** from Base Bid. This alternate eliminates all work in the existing Fire Riser Room.

All figures listed above exclude NMGR.T.

See the Bid Tabulation Sheet for a breakdown of the bids received (total of 3) and the various prices associated with the Base Bid & Alternates as priced out by the bidders (attached).

The following is an item by item breakdown of the project scope:

Men's shower scope: (New Classroom)

- Demo interior walls
- Demo slab - cap floor drains
- Expand fire sprinkler system (an extension is required for the new use)
- Enclose HWH in new cabinet
- New electrical - receptacles on east and west wall
- Demo existing ceiling
- New drop ceiling (new lights, extend supply and return air)
- Fur out walls - New gypsum wallboard
- Cap all existing plumbing - stub out for future utility sink on west wall.
- New VCT flooring

Existing Women's shower: (New Office/Storage)

- Demo sloped concrete floor & existing ceramic floor tile
- Demo ceiling
- Demo all existing plumbing - cap
- Enclose HWH in new cabinet
- New drop ceiling (new lights, extend supply and return air)
- New countertop opening to hallway
- New outlets, & phone connection at new countertop
- Build partition wall

Existing Fire Riser Room: (minor renovation...drywall @ ceilings & walls)

- Stabilize wall and door - fix door grinding on slab
- Seal all penetrations at walls and ceiling
- Demo ceiling, hang new gyp
- Complete new GWB at west wall

Please don't hesitate to contact me directly with any questions or concerns that you have regarding this important project for the Town of Taos and its citizens.

Sincerely,



David M. Henry, AIA
Living Designs Group Architects
122 Dona Luz St. – Suite A
Taos, NM 87571
575-770-2139

Cc: Tina Torres – TOT Procurement Officer



BID TABULATION SHEET

PROJECT NAME: Don Fernando Hall Renovations
 OWNER: Town of Taos
 ARCHITECT: Living Designs Group Architects

BID OPENING DATE: October 10th, 2012
 BID NUMBER: 12-13-04
 NUMBER OF ADDENDA: 2

	GENERAL CONTRACTOR	LUMP SUM BID - no NMGR	Deductive Alternate #1 "Casework/Paint/Flooring"	Deductive Alternate #2 "Existing Mech. Room"	Public Works Minimum Wage Act # (if bid exceeds \$60,000)	Sub- Contractors List	Bid Bond	Campaign Disclosure Form	
1)	BLUESKY BUILDERS, INC.	77,886 ⁰⁰	5,852 ⁰⁰	5,323 ⁰⁰	✓	✓	✓	✓	✓
2)	WAYNE RUTHERFORD G.C.	94,000 ⁰⁰	3,700 ⁰⁰	5,000 ⁰⁰	✓	✓	✓	✓	✓
3)	PLATINUM SKY CONSTRUCTION	84,000 ⁰⁰	9,000 ⁰⁰	7,500 ⁰⁰	✓	✓	✓	✓	✓
4)									
5)									
6)									

Notes:

1) BLUESKY → \$66,711
 2) PLATINUM SKY → \$67,500
 3) W.R.G.C. → \$85,300
 → w/ DEDUCTIVE ALTERNATES #1 & #2

DOCUMENTATION REQUIRED FOR PURCHASES-

☐ STATE USE ACT COMPLIANCE

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

☒ Contract w/Scope of Service

Contract # TT-13-117

☒ Campaign Disclosure Form

Maturity Date: 60 days

☒ W-9 if new vendor

Vendor Name Blue Sky Builders Inc

☐ CONTRACTOR LICENSE # _____

☐ DOL REGISTRATION # _____

////////////////////////////////////

77884.00 + 5.15

Under \$5000

☐ Minimum 3 Solicitations

\$5000.01-\$10,000

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

\$10000.01-\$19,999 COORDINATE THROUGH PROCUREMENT OFFICE-INFORMAL PROCESS

☐ Specs&/Plans

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

\$20,000 - \$49,999.00 (BIDS)

☐ Bid # _____

☐ Specs & Plans

☐ BID (SEALED)- needs to be advertised at least 10 days prior to bid opening

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

☐ Change orders over \$25K must be approved by Town Council and include recap cost to date.

☐ Notice regarding kickbacks

\$50,000& OVER (BIDS) AND \$50,000 & OVER (RFP'S)

☐ BIDS-Specs&/Plans (INCLUDE WAGE RATES – Projects OVER \$60,000.00) (Required on projects over \$2,000 when using Federal monies- BOTH STATE WAGE RATES & DAVIS-BACON WAGE RATES)

☐ For BID & RFP (SEALED)- needs to be advertised at least 10 days prior to bid opening

☐ For BID & RFP (SEALED)- needs Council approval

☐ For BID -Bid Bond , Performance & Payment Bond (FOR CONSTRUCTION SERVICES)

☐ For BID -Bidders Qualifications Statement

☐ For BID -List of subcontractors (If Applicable-sub contractors fair practice act form)

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

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

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

☐ For BIDS & RFP-Notice regarding kickbacks

REQUESTED BY Valerie Mondragon ON 10/16/12

CONTRACT # TT-13-117 ISSUED BY Cyndee Perez ON 10/16/12

PROCUREMENT REVIEWED BY Tina Town ON 10-22-12

AVAILABLE BUDGET REVIEWED BY Maritza A. Jara ON 10/22/13
approved based on BAR approval on 10/23/12

- ❑ Bidding documents for a construction project (over \$25K) shall contain a listing threshold which shall be \$5000 or 1/2% of the Architect's or engineer's estimate of the total project cost.
- ❑ Sub contractors required to furnish payment & performance bonds to General Contractor if bid is over \$125K
- ❑ SPECS &/ PLANS MUST BE AVAILABLE BEFORE A BID NUMBER IS ISSUED BY THE PURCHASING AGENT.
- ❑ NO WORK SHALL BE AUTHORIZED WITHOUT A CONTRACT.
- ❑ MONEY HAS TO BE AVAILABLE IN THE BUDGET LINE NUMBER
- ❑ ALL DOCUMENTATION HAS TO BE MADE AVAILABLE TO THE PURCHASING OFFICE BEFORE A PURCHASE ORDER WILL BE ISSUED.

DEFINITION OF TERMS:

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

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

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

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

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

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

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

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

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

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



TOWN OF TAOS CONSTRUCTION CONTRACT FOR DON FERNANDO HALL RENOVATIONS TT-13-117

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Blue Sky Builders, Inc.**, a contractor licensed to do business in New Mexico, hereinafter "CONTRACTOR") effective on this 24th day of October 2012. In accordance with NMSA 13-1-100, if this is a contract for major construction, including but not limited to roads, bridges, airports, buildings, dams, and wastewater treatment facilities, this Contract shall not become effective until the award and execution of this Contract are made by the TOWN's governing body, the Town Council.

WHEREAS, in conformity with the New Mexico Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, the TOWN caused to be issued an Invitation for Bids No. 12-13-04 for a construction project entitled Don Fernando Hall Renovations and further caused a Notice or Advertisement for Bids for that project to be duly published in conformity with NMSA Section 13-1-104;

WHEREAS the CONTRACTOR timely submitted a responsive bid, and the TOWN thereafter selected CONTRACTOR as the lowest responsible bidder pursuant to NMSA Section 13-1-108;

WHEREAS, the TOWN desires to engage CONTRACTOR to provide said construction services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. Scope of Work. CONTRACTOR shall provide construction services and materials as required by this Contract. This Contract includes all Contract Documents, including specifications, listed in Paragraph 12, below.
2. Address & Phone Contacts for Contractor, Design Professional, and Town.
 - a. The principal contact person, address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:
Blue Sky Builders Inc.
Richard Cordova
PO Box 608
Espanola, NM 87532
505-753-5907
505-747-1502 Fax

b. The design professional with whom the Town has contracted for the design of this project is:

LDG Living Design Group

The design professional's principal contact person, address, and phone number are:

**Living Design Group
122A Dona Ana Street
Taos, New Mexico 87571
575-751-9481
575-751-9483 Fax**

c. The Town's principal contact person for this project and his or her address and phone number are:

**Steve Kennebeck
Facilities Services Director
120 Civic Plaza Drive
Taos, NM 87571
575-737-2628**

3. Term and Termination CONTRACTOR'S substantial completion of work under this contract shall be achieved no later than **60** days from the date the TOWN issues or approves a Notice to Proceed, unless sooner terminated pursuant to the termination provision below or by completion of the contracted services. CONTRACTOR'S obligation to perform work and TOWN'S obligation to pay for work adequately performed under this Contract extend until the work is completed and final payment is made.
4. Change Orders and Amendments: An express change order or amendment shall be a simple direction by the TOWN to perform additional work, to remove work from the scope of work, or extend or shorten the time for completion of contract work. A change order or amendment will state a specific sum certain or lump sum if the change requires additional work, supplies or materials; will specify a deduction in contract amount if it removes work, supplies or materials from project requirements; and a specific date if the change extends or shortens the time for completion. No claims for concealed or unknown conditions, impact fees or costs, any additional fees or costs, additional services, or any other fee or cost incurred by CONTRACTOR, nor any cost or fee associated with any delay or extension of the contract herein will be assessed against the TOWN unless expressly provided in this contract (including the Contract Documents incorporated herein) or in a change order and approved by the TOWN. CONTRACTOR shall follow all procedures required herein or in the Contract Documents for the execution of a valid change order.
5. Compensation. The TOWN shall pay CONTRACTOR, under this contract, a maximum of **seventy-seven thousand eight hundred eighty-six dollars and zero cents (\$77,886.00)** plus required Gross Receipt Taxes, as approved by the Town Council in accordance with NMSA Section 13-1-100. Gross Receipts tax shall be billed at 7.6875%. The foregoing amount is not a guarantee but is the maximum amount that the TOWN will pay for work within the scope of work that the CONTRACTOR satisfactorily performs, except that a valid amendment or change order increasing the amount may be issued by

the TOWN. Payment under this Contract is subject to the "Invoices and Payment" provisions of Paragraph 6 below and contingent upon the Appropriations and Authorization provisions of Paragraph 10.

6. Invoices, Payment. CONTRACTOR must submit a detailed monthly statement (invoice) requesting payment for services preformed, materials supplied, and expenses incurred during the period billed for. An invoice may request payment only for services already supplied, materials already purchased, and expenses already incurred. If the TOWN finds that an invoice, materials or expenses are not acceptable, then within thirty days after the date of receipt of the written statement from the CONTRACTOR requesting payment, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection and outlining steps the CONTRACTOR must take to provide remedied action. The Town shall then pay the amount billed and certified no later than twenty-one (21) days following certification and acceptance of the charges, or the Town may make payment within forty-five (45) days after submission of an undisputed request for payment when grant money is a source of funding for the project or method of payment is specified by federal government requirements. For late payments, the TOWN shall pay interest at a rate of one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. (NMSA 1978, Sec. 57-28-5.)
7. No further amount(s) shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract or change order executed prior to additional work being performed, additional materials being purchased, or additional expenses being incurred.
8. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN, its employees and agents from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
9. Completed Project. CONTRACTOR shall deliver, to the TOWN, a completed project including all work within the scope of work of this contract, an application for a certificate of occupancy, and warranties, with quality of work conforming to all specifications in the Contract Documents and industry standards, to the TOWN's satisfaction, no later than submission of CONTRACTOR's final bill.
10. Appropriations. This contract is contingent upon there being sufficient appropriations available and sufficient legal authority. The TOWN shall be the sole and final determiner of whether sufficient appropriations, availability and authority exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available for each fiscal year.
11. Termination and Suspension. This contract may be terminated by TOWN with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the CONTRACTOR. Termination will be deemed to be effective thirty (30) calendar days from the date of the postmark or if notice is hand-delivered, thirty (30) days from the date of delivery to the CONTRACTOR (personally or at his/her office).

- a. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.
 - b. Termination Management. Immediately upon any notice of termination of this Contract, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the TOWN; 2) comply with all directives issued by the TOWN in the notice of termination as to the performance of work under this Contract; and 3) take such action as the TOWN shall direct for the protection, preservation, retention or transfer of all property titled to the TOWN and records generated under this Contract.
 - c. The TOWN may suspend work under this Contract for any reason the TOWN in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONTRACTOR. Immediately upon receipt of notice of contract suspension, CONTRACTOR shall cease work pursuant to the Contract and await further instructions from the TOWN except that, with the TOWN's permission which shall not be unreasonably denied, the CONTRACTOR may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the TOWN's, the CONTRACTOR's, any subcontractor's, or the public's personnel or property. In the event that the CONTRACTOR, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the TOWN and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.
12. Contract Documents. This contract includes and incorporates by reference the following document as if set forth herein: all bid documents, specifications and related documents contained in the Project Manual issued on September 20, 2012 for the Don Fernando Hall Renovations Project, specifically including but not limited to any and all General Conditions and Supplementary Conditions set forth in forms such as EJCDC C-700 (Standard General Conditions of the Construction Contract) or EJCDE C-800 (Supplementary Conditions); all bid documents, certificates, and forms submitted by CONTRACTOR in response to the invitation for bids; all drawings and plans for the project called for by this Contract prepared and approved by the project's design professional, Living Design Group including any amendments to such drawings; and any other written contract or agreement signed hereafter by both parties in connection with this project and intended to be binding with respect to it. The documents hereby incorporated by reference are collectively referred to herein as "the Contract Documents."
 13. Federal Funding/Conflicts. If federal funds are used to pay for all or part of this Contract, the TOWN and the CONTRACTOR shall abide by all applicable federal government statutes, regulations or valid directives in the performance of this Contract. Should there be any conflict between any provision of this Contract and such federal requirements, the federal requirements shall control. Otherwise, if there are any conflicts between this Contract and provisions of the other Contract Documents incorporated herein by

reference, the provisions of this Contract shall control unless the facts and circumstances indicate otherwise, or the parties agree in writing otherwise.

14. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither CONTRACTOR, its employees, agents or representatives shall be considered employees or agents of the TOWN nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
15. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
16. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
17. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. CONTRACTOR and sub-contractors shall carry their own Worker's Compensation coverage as required by law.
18. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid by the Town under this contract and that the TOWN shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
19. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the TOWN, the Town's auditors, the New Mexico State Auditor and any other agency or entity as so provided in the Contract Documents, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay any part of this contract, CONTRACTOR shall retain all records for the period of time required by OMB Circular 102-A or any superseding federal government directive shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, as well as federal and/or state auditors.
20. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act or other fault of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the

Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the TOWN in writing.

21. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN, which is hereby granted with respect to subcontractors named in the Contract Documents as to whom all relevant legal requirements are met.
22. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
23. Non-Discrimination and Labor Law Compliance. CONTRACTOR agrees that it and its employee(s) and/or agent(s) shall comply with all applicable federal, state and local laws and regulations regarding equal employment opportunity, fair labor standards, prevailing wages, and with any other applicable equal opportunity or labor laws.
24. Insurance. The CONTRACTOR will maintain, throughout the Project, the following types of insurance with at least at the following coverage limits and shall provide the TOWN with copies of the certificates of insurance showing such coverage:
- a. Comprehensive General Public Liability Insurance (including premises operations, independent contractor's protective; products and completed operations; broad form Property Damage) as follows:
 - Bodily Injury: \$1,00,000 each occurrence.
 - Property Damage: \$ 500,000 annual aggregate
 - b. Comprehensive Automobile Liability:
 - Bodily Injury: \$1,000,000 each occurrence.
 - Property Damage \$ 500,000 annual aggregate.
 - c. Workers' Compensation. In addition to coverage required by state statute (Workers' Compensation Act), CONTRACTOR shall maintain employer's liability as follows:
 - \$100,000 each accident
 - \$500,000 disease policy limit
 - \$100,000 disease each
 - d. Umbrella Excess Liability: \$1,000,000 over primary insurance.

The parties have agreed to the dollar amounts set forth in subparagraphs a through d above unless they cross out such a figure, substitute another figure and initial the change, or make such a mutually agreed upon change electronically.

e. Builder's Risk Insurance.

CONTRACTOR shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portions of the project for the benefit of the TOWN, the CONTRACTOR and all subcontractors, in proportion to their respective interests.

f. Subcontractors' Insurance.

CONTRACTOR shall either require each of its subcontractors to maintain during the life of its subcontract public liability and property damage insurance in the amounts specified above or insure the activities of the subcontractors in the CONTRACTOR's own insurance policy.

In any event, CONTRACTOR shall maintain liability insurance in an amount at least equal to the liability limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 and all other insurance required by the Contract Documents, whichever provides greater coverage.

25. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the right to terminate the Contract or to permit the CONTRACTOR to cure the default in a manner that is reasonable under the circumstances.
26. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any default, deficiency or defect, the TOWN shall issue the CONTRACTOR a written "Notice to Cure" specifying the measures to be taken and the time within which they must be taken. Failure by the CONTRACTOR to cure the default, deficiency or defect, within the authorized time, may result in an immediate termination of this contract by the TOWN pursuant to Paragraph 11 above.
27. Liquidated Damages. In the event that CONTRACTOR fails to complete the project, or provide the receivables from the services provided, by the agreed upon contract substantial completion date established herein or in the Contract Documents, the CONTRACTOR shall pay to the TOWN liquidated damages in the amount of one hundred (**\$100.00**) per calendar day past the substantial completion date. Such liquidated damages are agreed to be reasonable compensation for the Town in view of the harm likely to be suffered by the TOWN for delay and the inherent difficulty or impossibility of precisely determining the specific amount of damages.
28. Different Site Conditions. The CONTRACTOR shall promptly and before the conditions are disturbed, give written notice to the Town of 1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or 2) unknown physical conditions at the site, of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract. No Change Order shall be issued due to different site conditions unless the Town has fully investigated such alleged conditions based on Contractor's notice of different site conditions.

29. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
30. Scope of Agreement. This contract (including all Contract Documents) incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
31. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN or the CONTRACTOR arising out of this contract, shall be brought in the Eighth Judicial District Court, Taos County, State of New Mexico.
32. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 and the criminal laws referred to therein, it is unlawful for any contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks in connection to any transaction governed by the Procurement Code. Any such acts also constitute breaches of this Contract.
33. Bonding. If this contract is for more than \$25,000, CONTRACTOR, in accordance with NMSA Sec. 13-4-18, shall purchase and maintain for the life of the project called for by this Contract, performance and payments bonds by sureties authorized to do business in New Mexico and approved by the TOWN. Each such bond shall be in an amount at least equal to 100% of the contract price and shall otherwise conform to the requirements of NMSA Sec. 13-4-18.
34. Wages. If this contract is for more than \$60,000.00 and CONTRACTOR will employ mechanics or laborers, CONTRACTOR shall pay at least the prevailing wages required by the New Mexico Public Works Minimum Wage Act, NMSA 13-4-11 through 13-4-17, and shall comply with the other provisions of that Statute including the requirement that the CONTRACTOR and certain sub-contractors be registered with the Labor and Industrial Division of the Department of Workforce Solutions pursuant to NMSA 13-4-13.1. If federal funds are used for the project to be undertaken pursuant to this Contract, to the extent required by federal law, CONTRACTOR shall abide by the federal Davis-Bacon Act and other applicable federal laws.
35. Subcontractors. CONTRACTOR, if using subcontractors on this project who will be paid \$5,000 or one half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater, shall abide by all applicable requirements of the New Mexico Subcontractors Fair Practices Act, NMSA Section 13-1-31 through 13-4-42.
36. Standards. All work under this contract shall equal or exceed applicable industry and regulatory standards related to quality, durability, and fitness for intended use.
37. Warranty. In addition to other warranties provided for in the Contract Documents or required by law, and in no way diminishing such requirements, the CONTRACTOR unequivocally warrants that its entire work shall be free from defects of materials and workmanship, provided that any such defect be brought to the attention of the

CONTRACTOR in writing within one (1) year after completion of the Work or after the defect was or reasonably should have been discovered by the TOWN, whichever period is later, unless a different warranty period is stipulated in the Contract Documents or provided by law.

38. Town's Rights. The TOWN has the unilateral right after giving reasonable notice in writing to:
- a. Order changes in the work within the scope of the contract;
 - b. Order temporary stoppages of work or delay performance; and
 - c. Order permissible excuses for delay or nonperformance based on the terms of this contract.
39. Compliance with Terms of Funding Documents. If part or all of the funding for the project covered by this contract is derived from a source other than the TOWN's own funds, such as loans or grants from a state or federal agency, the parties acknowledge that they are bound, in the performance of this contract by any contractual or regulatory requirements imposed by the funding agency, and hereby incorporate the terms of any such funding agreement or regulations into this contract by reference.
40. Compliance with Prompt Payment Act. The CONTRACTOR and the Town agree to comply with all applicable requirements of the New Mexico Prompt Payment Act, NMSA 1978, 57-28-1 through 57-28-11 including the following:

CONTRACTOR and its subcontractors must make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the Town, contractor or subcontractor. Failure to make such timely payment shall result in the contractor or subcontractor paying interest to the subcontractors or suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is made. NMSA 1978, Sec. 57-28-5.C.

If applicable, **THE AWARD AND EXECUTION OF THIS CONTRACT WAS APPROVED AND DIRECTED BY THE TOWN COUNCIL OF THE TOWN OF TAOS AT ITS MEETING ON October 23, 2012**, as reflected in the minutes of the meeting attached hereto as ATTACNMENT A.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date of the signature of the last party to sign.

TOWN APPROVAL

Darren M. Cordova, Mayor

Date signed

CONTRACTOR:

Contractor

Printed Name: _____

Title or Position: _____

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

Date signed

ATTESTED TO BY:

Renee Lucero, Town Clerk

ACCOUNTING APPROVAL:

Marietta S. Fambro
Marietta S. Fambro, Finance Director
Budget Line Item: **50-21-45002**

10/23/12
Date signed

ADMINISTRATIVE APPROVAL:

Oscar Rodríguez, Town Manager

APPROVED AS TO FORM:

C. Brian James
C. Brian James, Town Attorney

10/22/12
Date signed

BUDGET LINE ITEMS	PROJECT	ORIGINAL BUDGET	SPENT TO DATE THIS FY	YTD ENCUMBERED	UNENCUMBERED BALANCE
50-15-45002	Don Fernando Hall Improvements	\$ 59,591.00	\$ -	\$ 1,040.93 Living Designs	\$ 58,550.07
<hr/>					
<u>AWARD AMOUNT</u>	<u>Bluesky Builders, Inc.</u>				\$ 58,550.07
Total Base Amount		77,886.00			
NMGRT @ 7.6875% - Base Bid		5,987.49			
TOTAL CONSTRUCTION AMOUNT		83,873.49			
Unencumbered Amount 50-15		58,550.07			
Amount needed to Award Contract		25,323.42			
5% contingencies		3,894.30			
Amount needed to complete project		29,217.72			
BAR from 50-16 Building Maintenance		29,300.00			



October 23, 2012

Title:

Contract TT-13-94 with Taos County Adult Detention Center

Summary:

Consideration and possible approval of Contract TT-13-94 between the Town of Taos and Taos County Adult Detention Center for the housing of inmates in the amount of \$110,000 and will expire June 30, 2013. This contract is allocated in the Local Government Protection Fund.

Background:

Contract # TT 13-94 between Town of Taos Police Dept. and Taos County Adult Detention Center is for housing our inmates that are arrested by our department and need to be incarcerated. At the Town's Police Department we only have holding cells, inmates will only be in these holding cells during the booking process then transported to the Taos County Adult Detention Center. If we have an inmate that has been committed by Judge Richard Chavez for a long period, then those inmates will be taken to San Miguel County Detention Center. San Miguel County charges \$65.00 a day versus the \$100.00 a day per inmate at the Taos County Detention Center.

Jerry Hogrefe
Interim Chief of Police

Attachments:

Click to download

 [Contract TT-13-94](#)



CONTRACT FOR INMATE CONFINEMENT

This Contract (Contract) is made and entered into this ____ day of _____, 2012, by and between **Town of Taos** (Using Agency) and **Taos County** (County).

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

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

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

1. **Authority and Purpose**

This Contract is entered into pursuant to §33-3-18, NMSA 1978, authorizing the parties to make contractual arrangements for the confinement of prisoners. This Contract replaces all prior contracts between the parties for these services.

2. **Effective Date and Term**

This contract shall be effective and commence upon approval by both parties. The Contract shall be for a term expiring on June 30, 2013. This Contract shall be renewable for a one (1)-year term by written mutual agreement of the parties on an annual basis three (3) times.

3. **Termination**

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

4. **Guarantee of Beds**

TCADC does not guarantee beds. This agreement is dependent on the availability of bed space in TCADC for Using Agency's male or female inmate(s), whether the inmate is to be housed pre-trial or by virtue of post-sentence commitment.

5. **Jail Services and Facilities**

- a. TCADC reserves the right, in its sole discretion, to refuse or expel adult prisoners requiring extraordinary medical or mental health services, or with gang affiliations deemed incompatible with the existing detention center population, or for any other reason deemed by TCADC to be in furtherance of TCADC security.
- b. Using Agency shall give TCADC at least a one-hour, if possible, notice of its intent to transport a prisoner to TCADC, and shall provide any information required or requested by the Detention Staff of TCADC, including verification of non-juvenile status. Using Agency shall provide TCADC with all relevant records regarding any inmate to be housed at TCADC.

- c. TCADC shall incarcerate and detain, on a space-available basis, Using Agency inmates that are classified by Taos County for minimum-and medium-security custody, delivered to TCADC from time to time for incarceration.
- d. TCADC shall provide confinement, safekeeping and maintenance for each prisoner delivered to the Facility. Using Agency prisoners shall be classified and confined in the Facility in accordance with the TCADC Detention classification criteria as promulgated by TCADC. TCADC shall provide all prisoners with a reasonable, clean, safe and wholesome Facility, which it shall keep in good order and repair. Each of the Using Agency prisoners confined at TCADC shall receive good and sufficient food, as well as lighting and heating of the same quality and quantity as provided to other prisoners during their confinement at TCADC.

6. **Applicable Rules and Regulations**

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

7. **Compensation**

The Using Agency shall pay to TCADC one hundred dollars (\$100.00) per day, per inmate, for each full or partial day in which the inmate is confined by TCADC. This rate shall apply to all classifications of prisoners. Billing charges will commence on the second full business day of incarceration. If a prisoner is booked into TCADC on or before 8:00 a.m. on a business day, that day shall be the first full business day. If a prisoner is booked into TCADC after 8:00 a.m. on a business day, the next business day shall be the first full business day. Any booking fee charged per inmate shall be billed directly to the inmate and Using Agency shall bear no responsibility for payment of the booking fee.

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

In the case of emergency additional services, Using Agency shall compensate County fully and completely for the cost of such services. In the case of non-emergency additional services, Using Agency shall have three business days from the day it receives notice from County of County's intention to provide such services in which to notify County that it does not approve providing such services. If County does not receive such notice of non-approval from Using Agency within three business days, it shall be deemed that approval has been given.

8. **Billings**

- a. TCADC shall invoice the Using Agency on or about the first day of each month, which shall include an itemized statement for each inmate held in TCADC, the number of days of confinement in the facility, and other services provided that result in additional charges.

- b. Using Agency shall forward payments to TCADC within 30 (thirty) days of invoice. Charges not paid within 30 (thirty) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is lower.

9. **Transportation**

The Using Agency will be responsible for transport of its inmates; however, in the event transportation costs related to the transport of Using Agency's inmates by ambulance or the Taos County Sheriff's Department are incurred, Using Agency shall be billed and shall pay said costs.

10. **Records**

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

11. **Medical Care**

TCADC shall provide routine and ordinary medical care within the TCADC. Any inmate needing medical care not deemed routine, including, but not limited to, medical and/or mental health care provided away from the TCADC, prescriptions and medications, hospitals off-site, hospital charges and costs associated with security coverage that is provided during a hospital confinement, shall be at Using Agency's expense. TCADC shall obtain approval from the Using Agency for such expenses attributable to Using Agency's inmate prior to such expense being incurred, if treatment is not an emergency. Additionally, TCADC will notify Using Agency of emergency medical or mental health treatment of its inmate(s) within twenty-four (24) hours of same.

For requests for approval and for notice purposes, Using Agency designates the following authorized persons to be contacted:

Lt. David Maggio

Name (Primary)

575-758-4656

Telephone Number

575-770-0351

After-hours Telephone Number

Tomasita Ramirez

Name (Alternate)

575-758-4656

Telephone Number

575-770-2199

After-hours Telephone Number

If prior approval is not sought and treatment is not an emergency as defined herein, then Taos County is responsible for medical expenses and obligations incurred. Using Agency waives any necessity for TCADC to seek pre-approval for expenditures in the event of a medical or mental health emergency and agrees to reimburse TCADC for such emergency expenditures incurred for the benefit of Using Agency's inmate(s).

12. Work Release

Using Agency prisoners shall not be allowed to participate in a work release program under the supervision of the TCADC Jail Administrator, until further notice; and upon such notice, provided that the court sentencing order for that prisoner contains authorization for work release. The Jail Administrator shall provide the same screening and supervision of Using Agency prisoners participating in work release as other Taos County prisoners. Using Agency prisoners shall be subject to the same rules, regulations and procedures governing work release privileges as are applicable to Taos County prisoners. Work release is a privilege which can be cancelled at the discretion of the Jail Administrator in accordance with the Work Release Program Guidelines.

13. Entire Contract

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

14. Notices

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

Taos County Taos County Manager
105 Albright Street Suite G
Taos, NM 87571

with copy to: Jail Administrator
105 Albright Street Suite O
Taos, New Mexico 87571

Using Agency: Town Manager
Town of Taos
400 Camino de la Placita
Taos, NM 87571

With copy to: Chief of Police
Town of Taos Police Department
107 Civic Plaza Drive
Taos, NM 87571

15. Non-discrimination

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

16. General Provisions:

- a. This Contract shall be binding upon the successors and assigns of the parties hereto.
- b. If any of the terms or provision of this Contract shall be adjudicated to be invalid, illegal, or unenforceable, this Contract shall be deemed amended to delete therefrom the term or

provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Contract shall not be affected.

- c. This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same original instrument.
- d. This Contract shall be governed by the laws of the State of New Mexico. Any lawsuit arising from this Contract shall be filed in the 8th Judicial District Court, Taos County, New Mexico.
- e. If the County utilizes the services of attorneys in any dispute arising out of this Contract, whether outside counsel of the Taos County Attorney's office, and if the County prevails in any litigation or arbitration, then Using Agency shall be obligated to pay the County the reasonable value of all attorney's fees, costs and expenses.

Page 46 of 84

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

Taos County

Town of Taos


Barbara Martinez
Interim Taos County Manager

Mayor Darren M. Cordova

9-10-12
Date

Date

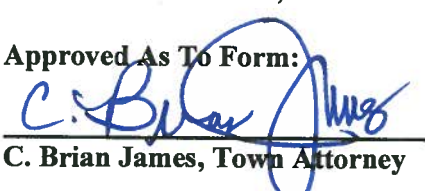
Approved As To Form:

Attest: _____

Renee Lucero, Clerk


Robert J. Malone,
Assistant County Attorney

Approved As To Form:


C. Brian James, Town Attorney

Accounting Approval:


Marietta S. Fambro, Finance Director

Budget Line Item: 25-14-4405 - \$110,000

Administrative Approval

Oscar Rodriguez, Town Manager



October 23, 2012

Title:

Contract TT-13-97 for the Chamisa Road Infrastructure Phase II Improvements

Summary:

Consideration and possible approval to Award Bid No. 12-13-05 for the Chamisa Road Infrastructure Phase II Improvements to the apparent qualified low bidder, _____, in the amount of \$_____ (base bid) inclusive of applicable of gross receipts taxes. This project will be constructed in accordance with the plans and specifications developed by Abeyta Engineering and the New Mexico Department of Transportation specifications. Contract No. TT-13-97 will be supported out of line item 58-58-45003 (Grant) \$480,000.00, 59-59-45003 (Town Match) \$107,183.00, and 81-19-45003 (Wastewater) \$30,788.00. The contract is a 40 calendar day contract and will sunset on December 14, 2012 thus allowing the Town to apply for additional funds for FY 2013-2012. ***(Bid opening will be held on October 19, 2012 at 2:00 p.m.)***

Background:

The Town of Taos has been awarded Community Development Block Grant funds in the amount of \$480,000.00 for the purpose of construction the Chamisa Road Infrastructure Phase II Improvements. The Town does have a match of \$107,183.00 in line item 59-59-45003, and \$30,788.00 in line item 81-19-45003 (wastewater). In order for the Town to be eligible for 2013-2014 grant funding the project will have to be complete on or before December 14, 2012. This is 3825 feet and will be constructed from New Mexico 68 and Este Es intersection west to Salazar road extension and south on Salazar road to Chamisa road. This phase will include the construction of the road base with underground storm drainage systems. A utility meeting was held on September 20, 2012 all utility companies will incur there own costs for upgrades and or new installation. Submitted by: Francisco "French" Espinoza, Public Works Director

Attachments:

Click to download

📎 [Information](#)

PUBLIC WORKS DEPARTMENT
CONFORMANCE CHECK LIST

FOR BID NO. 12-13-05
CDBG PROJECT NO. 12-C-NR-I-01-G-35

BID OPENING AND REVIEW

Contractor: Northern Mountain Constructors Inc.

Bid No.: 12-13-05 Bid Opening: ²²OCT. 19, 2012 2:00pm

<input checked="" type="checkbox"/> Signed Bid Schedule	<input checked="" type="checkbox"/> DOL Registration
<input checked="" type="checkbox"/> Bid Bond	<input type="checkbox"/> Instate Preference
<input checked="" type="checkbox"/> Agents Affidavit	<input type="checkbox"/> Qualification Statement
<input checked="" type="checkbox"/> Contractors License	<input checked="" type="checkbox"/> Campaign Disclosure

Sub-Contractor(s): DAN BAR, ABRAHAM'S CONSTRUCTION, GARCIA UNDERGROUND-
Sub-Contractors Listing (\$60,000.00 and above per 13-4-13.1 NMSA 1978)

☒ Contractor(s) License ☒ DOL Registration

ATTACHMENTS FOR COUNCIL APPROVAL AND REVIEW

0	Town of Taos Contract No.	Amount:
<input checked="" type="checkbox"/>	Contract Term:	Expiration Date:
<input checked="" type="checkbox"/>	Recommendation Letter from (Architect, Engineer, PW Director)	
<input checked="" type="checkbox"/>	Certified Bid Tabulation	
<input checked="" type="checkbox"/>	Bid Form	
<input checked="" type="checkbox"/>	Work Force Solution No.	
<input checked="" type="checkbox"/>	Contractor Licensing Verification	
	Budget Line Item/Grant:	Budget: <u>\$ 480,000.00</u>
	Budget Line Item/Match:	Budget: <u>\$ 107,183.00</u>
	Budget Line Item/Wastewater:	Budget: <u>\$ 30,788.00</u>

Procurement Approval: _____ Date: _____

Legal Approval: _____ Date: _____

Reviewed with Manager: _____ Date: _____

General Notes: PREPARED IN ACCORDANCE WITH RESOLUTION 12-62

ABEYTA ENGINEERING, INC.
P.O. BOX 1499
RANCHOS DE TAOS, NM 87557
PHONE: (575) 737-0377
CELL: (575) 770-2651

October 22, 2012

Ms. Tina Torres, Procurement Officer
Town of Taos
400 Camino de La Placita
Taos, New Mexico 87571

**RE: CHAMISA ROAD INFRASTRUCTURE PHASE II IMPROVEMENTS - CERTIFIED
BID TABULATION - RECOMMENDATION TO AWARD PROJECT TO NORTHERN
MOUNTAIN CONSTRUCTORS, INC.**

Dear Ms. Torres:

Sealed bids for the Chamisa Road Infrastructure Phase II Improvements project were opened at the Town of Taos on October 22, 2012 at 2:00 p.m. One bid was received with the bid results as shown in the attached certified bid tabulation (2 pages).

The low bidder is Northern Mountain Constructors, Inc. with a base bid amount of \$529,070.90.

I recommend that the Mayor and Council award the Chamisa Road Infrastructure Phase II Improvements project to the low bidder, Northern Mountain Constructors, Inc., in the amount of \$529,070.90 plus applicable New Mexico Gross Receipts Tax.

If you have any questions, please call me at 737-0377.

Sincerely,



Alex R. Abeyta, P.E.
President/Civil Engineer

xc: **Francisco Espinoza, Town of Taos Public Works Director**

TOWN OF TAOS
CHAMISA ROAD INFRASTRUCTURE PHASE II IMPROVEMENTS
BID TABULATION - PAGE 1 OF 2
BASE BID

October 23, 2012

NORTHERN
MOUNTAIN
CONSTRUCTOR'S
INC.

ENGINEER
ESTIMATE

ITEM NO.	ITEM DESCRIPTION	QTY.	UNT.	UNIT PRICE	UNIT PRICE	TOTAL
1	Sawcut, R&D Existing SW, Drivepad, Header Curb	85	SY	\$8.50	\$722.50	\$765.00
2	R&D of Existing C&G, Valley Gutter	120	LF	\$6.50	\$780.00	\$1,140.00
3	R&D of Existing Asphalt	920	SY	\$3.25	\$2,990.00	\$4,140.00
4	12" Subgrade Preparation	17,550	SY	\$1.85	\$32,467.50	\$39,487.50
5	12" Pitrun Base	15,520	SY	\$3.90	\$60,528.00	\$139,680.00
6	6" Base Course	17,550	SY	\$6.00	\$105,300.00	\$127,237.50
7	Concrete Sidewalks 4" to incl. 2 ADA Ramps w/header curb	57	SY	\$40.00	\$2,280.00	\$2,280.00
8	6' Concrete Valley Gutter w/Fillets	80	SY	\$49.50	\$3,960.00	\$4,000.00
9	Concrete Curb & Gutter	102	LF	\$22.00	\$2,244.00	\$2,346.00
10	Unclassified Excavation - Cut	6,950	CY	\$6.00	\$41,700.00	\$41,700.00
11	Unclassified Excavation - Fill	3,250	CY	\$1.05	\$3,412.50	\$22,750.00
12	Blade and Shape	14,400	SY	\$0.50	\$7,200.00	\$18,000.00
13	Metal Barrier Guardrail	165	LF	\$60.00	\$9,900.00	\$7,425.00
14	Wire Enclosed Riprap 8"	80	SY	\$85.00	\$6,800.00	\$6,000.00
15	Cobble Riprap 6"	140	SY	\$31.50	\$4,410.00	\$7,000.00
16	NMDOT Concrete Blanket Inlet/Outlet	2	EA	\$7,000.00	\$14,000.00	\$10,000.00
17	Transverse Inlet, Complete in Place	1	EA	\$25,000.00	\$25,000.00	\$7,500.00
18	24" Dia. Corrugate Metal Pipe	53	LF	\$55.00	\$2,915.00	\$3,180.00
19	Flared End Section for 24" CMP	2	EA	\$315.00	\$630.00	\$1,200.00
20	57" S x 38" R Corrugated Metal Arch Pipe	150	LF	\$150.00	\$22,500.00	\$18,750.00
21	21" S x 15" R Corrugated Metal Arch Pipe	150	LF	\$55.00	\$8,250.00	\$9,750.00
22	21" S x 15" R Corrugated Metal Arch Pipe End Section	4	EA	\$300.00	\$1,200.00	\$3,200.00
23	Signage to include sign, sign post, and sign base	13	EA	\$370.00	\$4,810.00	\$6,500.00
24	Valve Box Adjustment to Finish Grade (w/no concrete collar)	12	EA	\$630.00	\$7,560.00	\$2,400.00
25	Manhole Grade Adjustment to Finish Grade (w/no concrete collar)	7	EA	\$850.00	\$5,950.00	\$2,800.00
26	Relocate Fire Hydrant (Incl. fittings, pipe and valve)	1	EA	\$1,600.00	\$1,600.00	\$3,000.00
27	Relocate Water Meter Enclosure (Incl. fittings, 1" HDPE)	2	EA	\$525.00	\$1,050.00	\$4,000.00
28	8" PVC SDR-35 Sewer Line - complete in place - depth <8 ft. (Incl. trenching, bedding, backfill & compaction)	907	LF	\$28.50	\$25,849.50	\$30,838.00
29	4' Dia. Type C Manhole 4-6 Ft.	2	EA	\$2,200.00	\$4,400.00	\$6,000.00
30	4' Dia. Type C Manhole 6-12 Ft.	1	EA	\$3,250.00	\$3,250.00	\$3,500.00
31	4" SDR-35 Sewer Service Line (Incl. connection) - complete in place	334	LF	\$17.85	\$5,961.90	\$10,020.00
32	Clearing and Grubbing	1	Allowance	\$2,000.00	\$2,000.00	\$2,000.00
33	Removal of Structures and Obstructions	1	Allowance	\$2,000.00	\$2,000.00	\$2,000.00
34	Mobilization, Complete	1	LS	\$50,000.00	\$50,000.00	\$12,000.00
35	Construction Staking	1	LS	\$28,000.00	\$28,000.00	\$10,000.00
36	Traffic Control Plan & Traffic Control During Construction	1	LS	\$5,250.00	\$5,250.00	\$5,000.00
37	SWPPP PPlan Preparation Allowance, Complete	1	Allowance	\$6,000.00	\$6,000.00	\$6,000.00
38	SWPPP Management, Complete	1	LS	\$4,200.00	\$4,200.00	\$6,000.00
39	Sampling and Testing by the Contractor	1	Allowance	\$12,000.00	\$12,000.00	\$12,000.00
TOTAL BASE BID					\$529,070.90	\$601,589.00
PERCENT OF ENGINEER ESTIMATE					87.95%	

TOWN OF TAOS
CHAMISA ROAD INFRASTRUCTURE PHASE II IMPROVEMENTS
BID TABULATION - PAGE 2 OF 2
ADDITIVE ALTERNATE 1

October 23, 2012

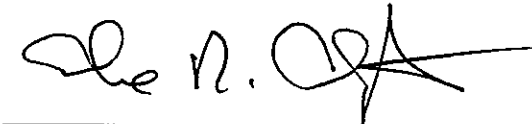
NORTHERN
MOUNTAIN
CONSTRUCTOR'S
INC.

ENGINEER
ESTIMATE

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ITEM NO.	ITEM DESCRIPTION	QTY.	UNT.	UNIT PRICE		UNIT PRICE	TOTAL
1	Construction Staking	1	LS	\$11,000.00	\$11,000.00	\$4,000.00	\$4,000.00
2	Sampling and Testing by the Contractor	1	ALLOWANCE	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
3	Traffic Control Plan & Traffic Control During Construction	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Blading and Shaping and Compaction of Basecourse	14,400	SY	\$1.50	\$21,600.00	\$1.00	\$14,400.00
5	4" Thick PMBP - SP-IV	13,600	SY	\$21.70	\$295,120.00	\$25.00	\$340,000.00
6	Standard Concrete Curb & Gutter	7,970	LF	\$20.50	\$163,385.00	\$18.00	\$143,460.00
7	Concrete Sidewalks 4"	2,030	SY	\$32.00	\$64,960.00	\$30.00	\$60,900.00
8	Class "A" Seeding	1	LS	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
9	Striping	1	LS	\$4,900.00	\$4,900.00	\$10,000.00	\$10,000.00
10	Valve Box Adjustment to Finish Grade (w/no concrete collar)	12	EA	\$630.00	\$7,560.00	\$250.00	\$3,000.00
11	Manhole Grade Adjustment to Finish Grade (w/no concrete collar)	7	EA	\$850.00	\$5,950.00	\$500.00	\$3,500.00
12	Wheelchair Access Ramp -Type B	2	EA	\$3,000.00	\$6,000.00	\$1,000.00	\$2,000.00
13	Wheelchair Access Ramp -Type C	2	EA	\$3,000.00	\$6,000.00	\$1,000.00	\$2,000.00
14	Concrete Drivepad 6"	56	SY	\$60.00	\$3,360.00	\$50.00	\$2,800.00
15	3' Valley Gutter	295	LF	\$29.00	\$8,555.00	\$60.00	\$17,700.00
16	Sidewalk Trench Grate	3	EA	\$1,100.00	\$3,300.00	\$2,000.00	\$6,000.00
TOTAL ADDITIVE ALTERNATE 1 BID					\$618,190.00		\$630,760.00
PERCENT OF ENGINEER ESTIMATE					98.01%		

I HEREBY CERTIFY THAT THE ABOVE FIGURES WERE RECEIVED AT THE BID OPENING AT 2:00 PM ON OCTOBER 22, 2012
AT THE TOWN OF TAOS MUNICIPAL BUILDING (TOWN HALL), "ROOM 109", 400 CAMINO DE LA PLACITA, TAOS, NEW MEXICO 87571


ALEX R. ABEYTA, P.E.
REGISTERED PROFESSIONAL ENGINEER





New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Details					
Company Name	NORTHERN MOUNTAIN CONSTRUCTORS, INC.		License Number	27983	
Phone Number	5057584395		License Status	Active	
Issue Date	02/01/1988		Expiry Date	02/28/2013	
Volume	\$1000000.00 +				
Address					
PO BOX 348					
City	EL PRADO				
State	NM		Zip Code	87529	
QP Details					
Name	Certificate No	Classification	Attach Date	Status	
<u>PAUL J. MARTINEZ</u>	370943	EE98	07/27/2011	Attached	
<u>JOEL M. PEROVICH</u>	25212158	GA98	05/04/1998	Attached	
<u>JOEL M. PEROVICH</u>	25222362	GF98	05/04/1998	Attached	
<input type="button" value="Back to search page"/>			<input type="button" value="Back"/>		



Registered Contractors

Note: Renewing your certificate after the expiration date will result in a new registration number being issued.

Look In:	Contractor Name	Value: NORTHERN MOUNTAIN	Search	Export contractor list to Excel
				Status Color Key
				Active
				Canceled
				Revoked

Records 1 - 1 of 1

<u>Registration No.</u>	<u>Contractor</u>	<u>Doing Business As</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>	<u>Status</u>	<u>Registered Since</u>	<u>Current Registration Date</u>	<u>Expiration Date</u>
0152062010722	Northern Mountain Constructors, Inc.		PO Box 348	El Prado	NM	87571	575-758-4395	Active	7/23/2012	7/23/2012	7/23/2014

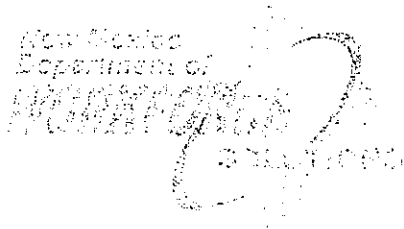


Certificate of Public Works Registration

Abraham's Construction, Inc.			
7605 Morrow Road NE			
Albuquerque	NM	87110	
Registration Date: 08/24/2012		Expiration Date: 08/24/2014	
		Registration Number: 002517820120824	

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.



Certificate of Public Works Registration

Garcia Underground, Inc.			
PO Box 345			
Guadalupita	NM	87722	
Registration Date: 09/18/2012		Expiration Date: 09/18/2014	
		Registration Number: 0115152009091	

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.



Certificate of Public Works Registration

San Bar Construction Corp.

9101 Broadway SE

Albuquerque

NM

87105

Registration Date: 06/23/2012

Expiration Date: 06/23/2014

Registration Number: 0191082011623

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.



October 23, 2012

Title:

Resolution 12-68

Summary:

Consideration and possible approval of Resolution 12-68 to hire Francisco Martinez as a Facilities Services Specialist within the Facilities Services Department. Mr. Martinez is the nephew of current Town employee Sandra Rivera, Records Technician within the Police Department. The hiring of Mr. Martinez will not create a direct or indirect supervisor/subordinate relationship, an actual conflict or interest, nor the appearance of a conflict of interest.

Background:

Submitted by: Loretta A. Trujillo, Human Resources Director

Attachments:

Click to download

📎 [Reso #12-68](#)



RESOLUTION 12-68

A RESOLUTION OF THE TOWN OF TAOS COUNCIL WAIVING THE PROVISIONS OF TOWN OF TAOS CODE TITLE 3, SECTION 3.80.070 WITH RESPECT TO EMPLOYMENT OF RELATIVES

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 clearly in the interest of the Town to do so, or for temporary or seasonal employees; and

WHEREAS, This provision shall apply only when there is no direct or indirect supervisor/subordinate relationship, and when it does not create either an actual conflict of interest or the appearance of a conflict of interest; and

WHEREAS, The Town of Taos has recommended for hire Francisco Martinez as a Facilities Services Specialist within the Facilities Services Department/Parks Division. Francisco is the nephew of Town employee Sandra Rivera who works within the Police Department; and

WHEREAS, the employment of Francisco Martinez would not create a direct or indirect supervisor/subordinate relationship nor create an actual conflict of interest or the appearance of a conflict of 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 of the Town of Taos that that Section 3.80.070 be waived in this instance.

PASSED, APPROVED and ADOPTED, this 23th day of October, 2012, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Michael A. Silva	_____
Councilmember Rudy C. Abeyta	_____
Councilmember Frederick A. Peralta	_____
Councilmember Andrew T. Gonzales	_____

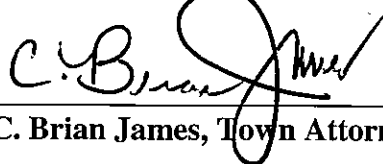
TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



C. Brian James, Town Attorney



October 23, 2012

Title:

Resolution 12-67

Summary:

Consideration and possible approval of Resolution 12-67 endorsing the permanent protection of the Rio Grande del Norte proposal through the enactment of legislation as a National Conservation Area or a Presidential Proclamation as a National Monument.

Background:

This resolution was reviewed and approved by the Town Attorney; however, since he was out of town when he reviewed it he asked that the Paralegal, Cyndee Perez, sign on his behalf.

Attachments:

Click to download

📎 [Resolution](#)

📎 [hand out](#)



RESOLUTION 12-67

A RESOLUTION OF THE TOWN OF TAOS COUNCIL ENDORSING THE PERMANENT PROTECTION OF THE RIO GRANDE DEL NORTE PROPOSAL THROUGH THE ENACTMENT OF LEGISLATION AS A NATIONAL CONSERVATION AREA OR A PRESIDENTIAL PROCLAMATION AS A NATIONAL MONUMENT

Page 61 of 84

WHEREAS, the Rio Grande del Norte consists of spectacular public lands spanning 235,980 acres of extraordinary scenic, environmental, economic, cultural and recreational value in Taos and Rio Arriba counties; and

WHEREAS, the Rio Grande del Norte supports a unique suite of flora and fauna, and is a rich wildlife habitat for elk, bighorn sheep, otter, fish, and birds of prey, and encompasses an important wildlife migration corridor; and

WHEREAS, this area of wild land offers a paradise for hiking, camping, river rafting, photography, mountain climbing, fishing, and supports traditional land uses including hunting, gathering and grazing, and is an outstanding place for observing nature in all of its splendor, offering a much needed refuge for human solitude and spiritual rejuvenation; and

WHEREAS, protecting a substantial portion of the Rio Grande and its watershed will help sustain a key irrigation source for farmers and acequias and a key water supply for many towns and cities, and will help ensure that people and wildlife can use the river for years to come; and

WHEREAS, harm to these lands and waters would damage our region's economy and culture, with demoralizing consequences for generations to come; and

WHEREAS, significant tourism revenues flow from this area in a state where tourism is the economic spine and there is significant potential for increasing these revenues through permanent protection of the Rio Grande del Norte; and

WHEREAS, permanent protection of the Rio Grande del Norte is a critical step in perpetuating the values of the people of northern New Mexico, who for centuries have demonstrated their deeply and widely held values of treasuring and protecting this great land; and

WHEREAS, in New Mexico's centennial anniversary year, permanent protection of the Rio Grande del Norte, through legislation passed by Congress or as a National Monument designated by the President, is warranted and would be a fitting way to honor our people, our state and our grandchildren's future.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Taos that we strongly support protection of the Rio Grande del Norte through a legislated National Conservation or a presidentially proclaimed National Monument, in order to protect its scenic, environmental, economic and recreational values.

PASSED, APPROVED and ADOPTED, this 23rd day of October, 2012 at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Michael A. Silva	_____
Councilmember Rudy C. Abeyta	_____
Councilmember Frederick A. Peralta	_____
Councilmember Andrew T. Gonzales	_____

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TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

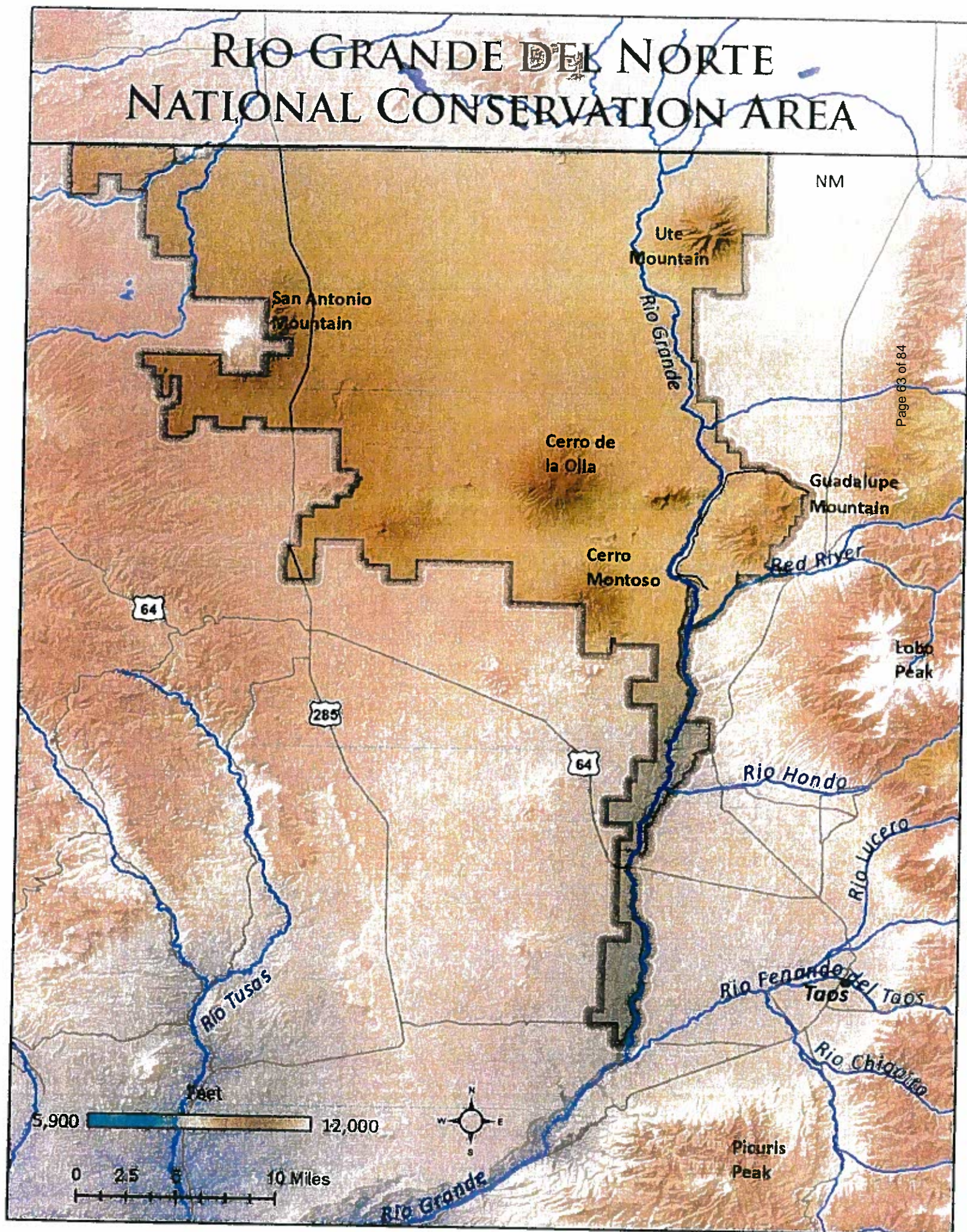
APPROVED AS TO FORM

Renee Lucero, Town Clerk



C. Brian James, Town Attorney

RIO GRANDE DEL NORTE NATIONAL CONSERVATION AREA



Río Grande Del Norte



contains some of the most spectacular lands and public hunting & fishing habitat in all of New Mexico. Just above the Colorado border, the Río Grande cuts into the Servilleta lava flows that make up the Taos Plateau. Further south, at the New Mexico state line, the gorge is 150 feet across; the river 200 feet below. The gorge expands as it continues south, west of Questa, reaching over a half mile wide with the Río Grande appearing as a glinting green ribbon 800 feet below. From the edge of the gorge, vast grass and sagebrush mesas mix with forested slopes of volcanic intrusion. Some 30 miles northwest of Taos lies Ute Mountain, a scenic icon of New Mexico. This forested extinct volcano rises 2,600 feet above the surrounding sagebrush plain and a high point of 10,093 feet. Matching these ecological and scenic resources, the area boasts 10,000 years of human history, and a broad variety of archeological and historic resources to tell that story. And throughout that

historical period, man has hunted migratory waterfowl, pronghorn, mule deer, bighorn sheep, turkey and elk in this game-rich country. Today, all these species — save for bighorns — are still actively pursued by sportsmen throughout the Río Grande del Norte region. The local bighorn population is quickly expanding and sportsmen hope to soon be able to also peruse this majestic in the Río Grande del Norte as well. This section of the Río Grande River is also arguably New Mexico's most iconic and expansive wild trout fishery. Together, the hunting and angling opportunities of the Río Grande del Norte contribute tens of millions of dollars to New Mexico's economy annually.

Sportsman-Driven Efforts to Protect the Land

Efforts have been underway by sportsmen since the late 1980's to protect (or "keep it like it is") the Río Grande del Norte. Most recently, Senator Bingaman introduced (cosponsored by Senator Tom Udall) the Río Grande del Norte National Conservation Area Establishment Act (S. 667) in March 2011, and Congressman Lujan introduced a companion bill (H.R. 1241) in the House in April 2011. The bills would respect the rights and privileges of traditional land users (allow hunting, fishing, livestock grazing, and wood and piñon nut gathering), while at the same time protecting both New Mexico's largest wild trout fishery, its rich and expansive big game resources and the cultural/ecological diversity of the area.

New Mexican sportsmen's overwhelming support for protecting the Río Grande del Norte should not be thwarted by a dysfunctional Congress. The House of Representatives should do as the Senate has done and move the National Conservation Area — or NCA — bill through committee, and both the House and Senate should hold floor votes. If attempts to designate the area as an NCA through the legislative process fail, another option exists for achieving our shared goals for the Río Grande del Norte. Under the Antiquities Act, the President can provide an equivalent level of protection while accommodating existing uses. A National Monument would provide a similar level of protection afforded under an NCA, while also respecting the rights and privileges of traditional land users.

Proposed Designation Acres

Río Grande Del Norte NCA or National Monument

- BLM 235,980
- State Inholdings* 39,100
- Private Inholdings* 28,849

Cerro del Yuta Wildernes

- BLM 13,415

San Antonio Wilderness

- BLM 7,992
- State Inholdings*

For more information contact:

- *Max Trujillo, NMWF-505 617-1851
- * Toner Mitchell, TU-505.231.8860
- * Garrett VeneKlasen, TU 505.670.2925
- * John Olivas, JACO Outfitters, LLC 575.387.2665

Visit riograndedelnorte.org for more information

*State and private inholdings are unaffected by the designation



Protecting Rio Grande Del Norte's Values and Northern New Mexico's Economy

Whether as an NCA or a National Monument, designation will protect hunting, fishing, cultural, ecological, and scenic resources in an area with premier recreational opportunities. The proposal incorporates the upper reaches of the Rio Grande Gorge, previously designated as a Wild and Scenic River, and protects the Central migratory flyway, critical habitat for big game wintering grounds and a migratory corridor on the plateau between the proposed Cerro del Yuta Wilderness and San Antonio Wilderness.

National Monuments and NCAs regularly protect valid existing rights, such as traditional use rights identified by the Treaty of Guadalupe Hidalgo including hunting, fishing, wood gathering, grazing and pinon and herb gathering, previously existing oil and gas leases, access to private property, valid mining claims, and rights of way for roads and utility infrastructure. These designations withdraw the areas from new mineral leasing and mineral claims prevent the sale or disposal of lands designated, and often allow the use of motorized vehicles on designated routes that were already established. The legislation also specifically directs the BLM to consult with community land grants during the development of the management plan. The overall intent of this effort is to protect the current uses of these public lands as they are presently managed by the BLM.



Permanent protection such as a National Monument or NCA designation creates visibility for communities which helps safeguard and highlight the amenities that attract people and businesses. A 2011 study of 17 recently established National Monuments found that without exception, local communities experienced economic growth after a monument's designation. Both jobs (including hunting and fishing outfitting) and personal wealth increased in those areas where national monuments had been established. In no case did the creation of a national monument lead to or coincide with a downturn in the economies of adjacent communities.¹

Questions & Answers

- **How will private property be impacted by an NCA or National Monument designation?** The federal government has no role in managing private property and is not seeking to purchase private land within the proposed NCA. If BLM is approached by a landowner proposing to sell property within the area, BLM will consider it on a case-by-case basis. Vehicle access and rights-of-way to private property within the area will not be affected.
- **How will this affect cattle grazing?** Grazing is consistent with both wilderness and NCA designations. Existing grazing is preserved under this legislation. BLM will continue to manage grazing within the NCA as it does now.
- **How does the proposal affect wildlife management and hunting?** NCA or National Monument designation would not affect the jurisdiction of the State of New Mexico with respect to fish and wildlife located on public lands in the State. Hunting permits would continue to be subject to State law.
- **Can firewood and piñon nuts be collected within the proposed boundary?** The legislation specifically states that current BLM regulations on the collection of firewood and piñon nuts would not change under the NCA designation. Fuel wood removal in wilderness areas is prohibited.
- **Will water rights be affected?** No. The Wild and Scenic River designation of the upper reaches of the Rio Grande Gorge predates the proposed NCA/Monument designations. Any river protections previously granted to this stretch of river would be unaffected by this legislation.

In New Mexico ten past Presidents – six Republicans and four Democrats – have used the Antiquities Act to protect New Mexico's historical and natural wonders including Bandelier, Chaco Canyon, Gila Cliff Dwellings, Carlsbad Caverns and White Sands. These protected places serve as economic engines for rural communities and the state as a whole.

Rio Grande Del Norte has benefitted from an extensive community process that been open and transparent, and has engaged local, state and national interests. Beyond the protection of nationally significant natural features like the Rio Grande Gorge and Taos Plateau, a Rio Grande Del Norte NCA or National Monument would protect and pay tribute to the heart of one of the oldest continually habituated landscapes on the continent. An NCA or National Monument would not only protect the integrity of the land, but the role it has played in sustaining and shaping the New Mexico culture and the local communities that are a part of this land.

30 April 2012

To: Interested Parties

Fr: Jeff Liszt

Re: Summary of Likely Voter Polling in Taos and Rio Arriba Counties, New Mexico

Likely voters in Taos and Rio Arriba counties strongly support designating the Rio Grande del Norte area as a national monument. These voters are extremely engaged with their public lands and want them protected. In addition, they overwhelmingly believe the designation would be good for the local economy.

Voters in Taos and Rio Arriba Counties support the national monument designation by a 57-point margin

Voters heard the following language about the proposal:

There is a proposal to designate some public lands in Rio Grande del Norte as a national monument. The President can designate new national monuments on public land already owned by the federal government. This designation provides protection from development for other public lands in New Mexico such as El Malpais, Bandelier, and Tent Rocks. This would allow continued vehicle access and public uses such as hunting, fishing, mountain biking, livestock grazing and firewood gathering. It would prohibit new oil and gas drilling, mining, and other forms of development.

After hearing this description, voters in Taos and Rio Arriba Counties support the designation by an overwhelming 76% to 19% margin. This includes overwhelming majorities in both Taos County (83% favor / 12% oppose) and Rio Arriba County (69% favor / 26% oppose).

Support is strong across demographic lines - 86% of whites and 70% of Hispanics in Taos and Rio Arriba counties support it.

There is strong support for the designation among Taos and Rio Arriba sportsmen, farmers, and ranchers

Among likely Taos and Rio Arriba voters who work in farming or ranching (or who have immediate family who do), 71% support the proposal and just 24% are opposed. Among non-farming and ranching households, 80% support the proposal with just 15% opposed.

Taos and Rio Arriba voters who hunt several times a year favor the proposal by more than a 2:1 margin (68% to 30%) and those who fish several times a year favor the proposal by almost a 4-to-1 margin (77% to 20%).

Voters in Taos and Rio Arriba counties overwhelmingly believe this would be good for the economy

By a 70% to 22% margin, likely voters in Taos and Rio Arriba think this would be good for the local economy rather than bad.

By a 66% to 29% margin, they are more worried that "oil companies, mining companies, and developers will harm Rio Grande Del Norte for future generations if isn't protected," than that "creating Rio Grande Del Norte National Monument would hurt our economy and cost our area jobs."

Anzalone Liszt Research conducted n=400 live telephone interviews with likely November 2012 voters in Taos and Rio Arriba Counties, NM including an n=50 oversample of Hispanics. Interviews were conducted between April 18-23, 2012. Respondents were selected at random, with interviews apportioned geographically based on past voter turnout. Expected margin of sampling error for these results is +/-6.9% with a 95% confidence level.

Executive Summary

The current operation and visitor spending associated with the Rio Grande del Norte area (RGDN) in Taos and Rio Arriba Counties, New Mexico provides substantial benefit to the local economy and generates tax revenue for local governments. Local elected officials and stakeholders are recommending RGDN for national monument designation, which we think could increase its economic benefits to the region after designation.

The study involves identifying current operational characteristics of RGDN and the projected economic and fiscal impacts associated with its designation as a national monument.

RGDN is located about 10 miles northwest of the Town of Taos and Taos Pueblo in northern New Mexico. It includes portions of Taos and Rio Arriba Counties, and it borders Colorado to the north. The proposed Monument includes the Rio Grande River Gorge, a stretch of the Rio Grande designated as a Wild & Scenic River in 1968. In addition, the area includes several ancient volcanic cones that rise from the valley floor, including Cerro del Yuta (Ute Mountain). The Taos Field Office of the U. S. Bureau of Land Management currently manages the 236,000 acres in the proposed Monument for multiple uses, including recreation and grazing.

Changing the designation of public land is expected to have a significant effect on the local or regional economy. A public land designation, such as a national monument, may signal enhanced quality of a potential visitor experience, substantially increasing visitation. Changes in visitation and tourism expenditures are especially important in rural areas where people may be particularly reliant on income derived from tourism.

BBC estimated direct spending by visitors to RGDN and used well-known economic modeling techniques involving IMPLAN multipliers to calculate the secondary (induced and indirect)

economic benefits. The economic benefits are expressed in the employment and economic output supported by RGDN operations and out-of-region visitor spending. Economic output is generally synonymous with economic activity or consumption.

BBC quantified current annual economic impacts of RGDN visitation and the direct spending and estimated post-designation economic impacts. Post-designation economic impacts were informed by observed visitation growth at comparable benchmark national monuments applied to current visitor spending patterns.

As shown in Figure 1 on the following page, RGDN currently has a total annual economic impact of about \$17.2 million per year, including direct and secondary impacts.

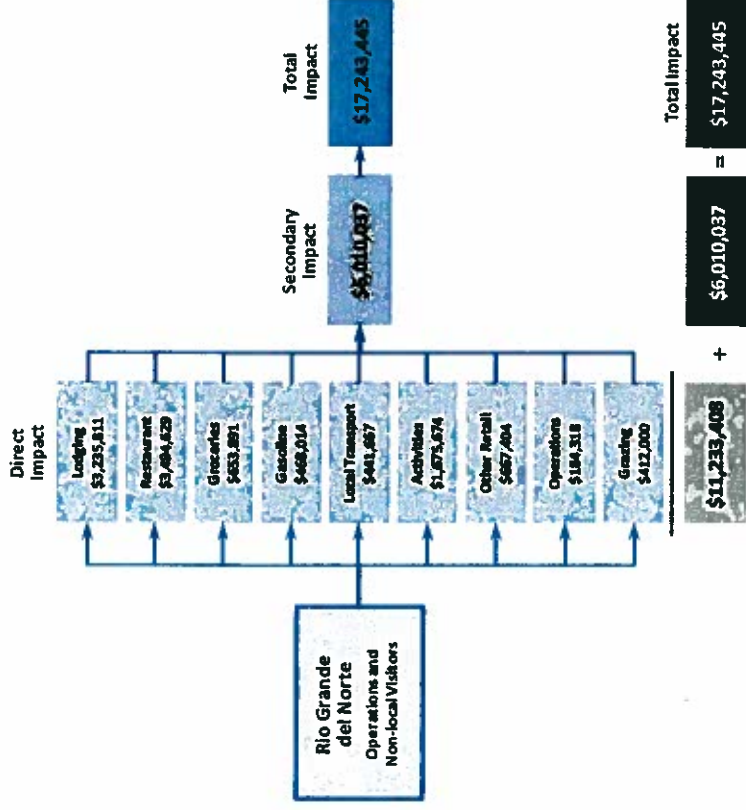
Figure 2 presents the expected economic impact of the proposed RGDN National Monument following designation. As shown in Figure 2, the expected annual economic impacts of National Monument designation could reach \$32.2 million, which represents an increase of approximately \$15 million in regional economic activity.

Figure 3 on page 3 shows the employment impacts associated with current operations and visitor spending at RGDN. Economic activity generated by RGDN operations and visitation supports an estimated 312 jobs per year in Rio Arriba and Taos Counties, as shown in Figure 3.

Figure 4 on page 3 presents the projected employment impacts associated with national monument designation. Following Monument designation, employment supported would be expected to increase to about 591 jobs, an increase of 279 jobs.

Executive Summary

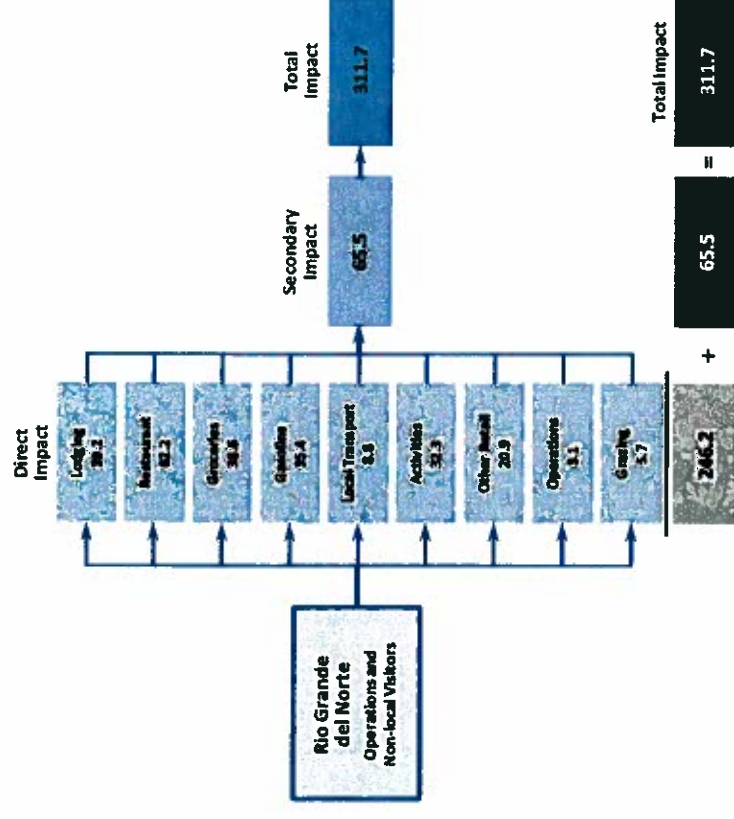
Figure 1.
Rio Grande del Norte, Current Total Annual Economic Impact, Rio Arriba and Taos County Region



Note: Direct Expenditures reported net of taxes (sales, lodging and excise).

Source: BBC Research & Consulting, based on IMPLAN Regional Input-Output Modeling System.

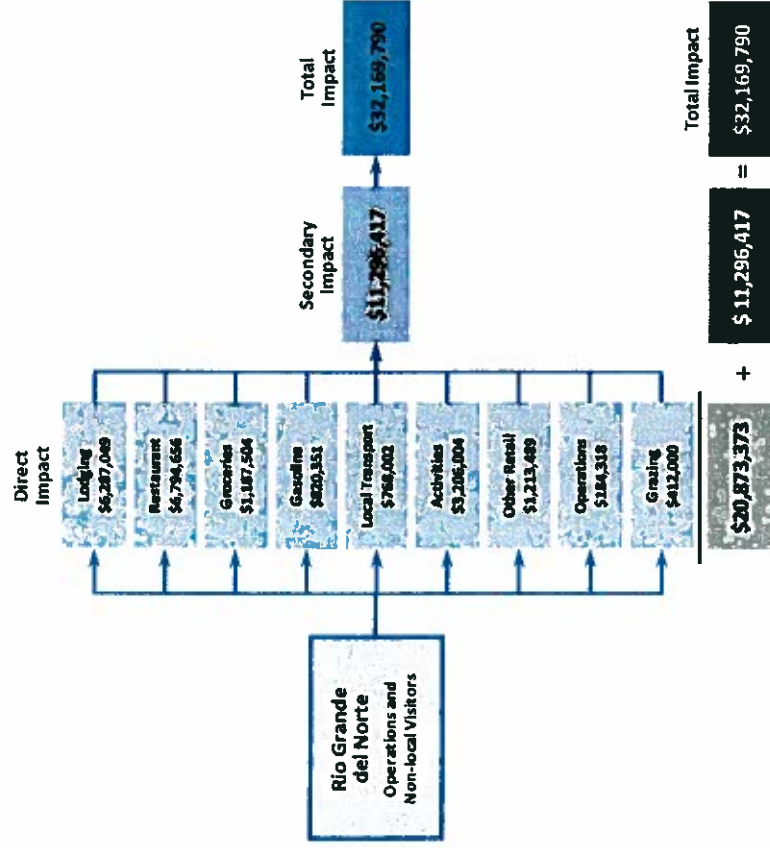
Figure 2.
Rio Grande del Norte, Total Annual Employment Impact, Rio Arriba and Taos County Region



Source: BBC Research & Consulting, based on IMPLAN Regional Input-Output Modeling System.

Executive Summary

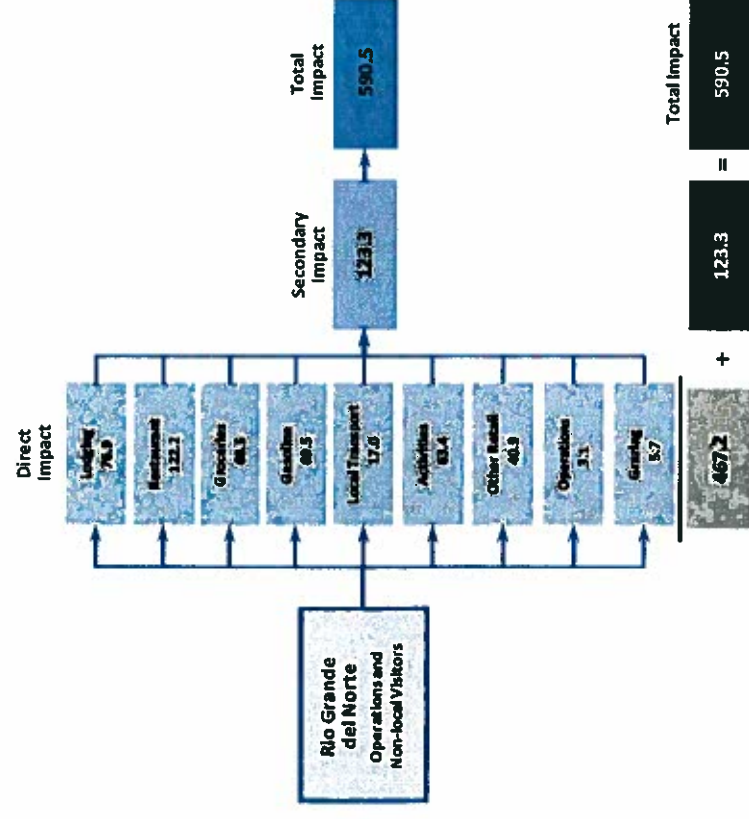
Figure 3.
Post-Monument Designation Total Annual Economic Impact—
Output



Note: Direct Expenditures reported net of taxes (sales, lodging and excise).

Source: BBC Research & Consulting, based on IMPLAN Regional Input-Output Modeling System.

Figure 4.
Post-Monument Designation Total Annual Economic Impact—
Employment



Source: BBC Research & Consulting, based on IMPLAN Regional Input-Output Modeling System



County of Taos

RESOLUTION NO. 2012-13

Endorsing the permanent protection of the Rio Grande Del Norte Proposal through the enactment of legislation as a *National Conservation Area* or presidential proclamation as a *National Monument*

Whereas, legislation has been introduced in Congress and approved by the US Senate Energy and Natural Resources Committee to designate the Rio Grande Del Norte National Conservation Area in Taos County; and

Whereas, this is an area of extraordinary scenic, environmental, economic, cultural, and recreational value; and

Whereas, this legislation would designate 235,980 acres of public land in and around Taos County as a National Conservation Area to be managed by the Bureau of Land Management (NCA); and

Whereas, the Conservation Area includes two wilderness areas – the 8,000 - acre Rio San Antonio Wilderness and the 13,420-acre Cerro del Yuta Wilderness; and

Whereas, the Conservation Area includes the upper reaches of the Rio Grande Gorge, previously designated as a Wild and Scenic River, and protects elk wintering grounds and a migratory corridor for wildlife including birds of prey; and

Whereas, visitors and residents of Taos County today enjoy these public lands for hiking, camping, river rafting, photography, mountain climbing, grazing, hunting, fishing, bird watching, skiing, pinon picking, firewood collection, scenic enjoyment and other uses; and

Whereas, recreation and other uses of the public lands of Taos County are a vital part of the economy; and

Whereas, permanently protecting these public lands would better protect their scenic, ecological, economic, cultural, and recreational values in perpetuity from the adverse effects of future development; and

Whereas, a Conservation Area or National Monument designation furthers the goals of the Taos County Growth Management Plan; and

Whereas, a Conservation Area or National Monument will be included as a unit of the National Landscape Conservation System making it eligible for additional funding that may be used for grassland restoration projects; and

Whereas, a presidentially proclaimed National Monument would have very similar management, continue to be under the jurisdiction of the Bureau of Land Management while providing the same benefits listed above; and

Whereas, should Congress fail to act on this widely supported legislation the Antiquities Act provides the President of the United States the authority to proclaim areas of federal public land as National Monuments and this authority could be used to create a Rio Grande Del Norte National Monument;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TAOS COUNTY COMMISSION that the Commission strongly supports protection for the lands contained within Rio Grande Del Norte Proposal through a legislated National Conservation Area or a presidentially proclaimed National Monument, in order to protect its scenic, environmental, economic, and recreational values.

PASSED, APPROVED AND ADOPTED THIS, 1st day of May, 2012

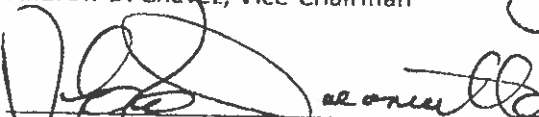
TAOS COUNTY
ELAINE S. MONTAÑO, CLERK
000378249
Book 776 Page 378
2 of 2
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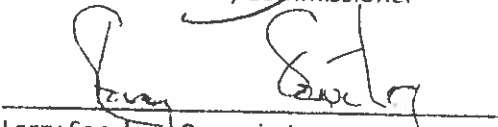
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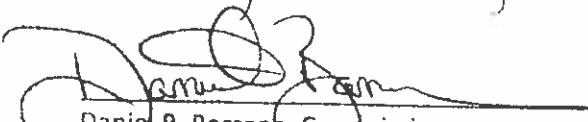
BOARD OF COUNTY COMMISSIONERS
OF TAOS COUNTY, NEW MEXICO


Joe M. Duran, Chairman

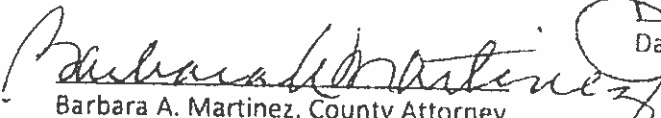

Andrew D. Chavez, Vice-Chairman


Nicklos E. Jaramillo, Commissioner


Larry Sanchez, Commissioner


Daniel R. Barrone, Commissioner

Approved as to form


Barbara A. Martinez, County Attorney

Vote Record:

J. Duran	<input checked="" type="radio"/> YES	No	Abstain	Absent
A. Chavez	<input checked="" type="radio"/> YES	No	Abstain	Absent
N. Jaramillo	<input checked="" type="radio"/> YES	No	Abstain	Absent
L. Sanchez	<input checked="" type="radio"/> YES	No	Abstain	Absent
D. Barrone	<input checked="" type="radio"/> YES	No	Abstain	Absent





Endorsing S. 874, El Río Grande Del Norte National Conservation Area Establishment Act

Whereas, the proposed El Río Grande Del Norte National Conservation Area in Taos and Río Arriba counties is an area of extraordinary scenic, environmental, economic, cultural, and recreational value; and

Whereas, this legislation would designate 235,980 acres of public land in and around Taos and Río Arriba counties as a National Conservation Area to be managed by the Bureau of Land Management; and

Whereas, the Conservation Area includes two wilderness areas -- the 8,000-acre Río San Antonio Wilderness and the 13,420-acre Cerro del Yuta Wilderness; and

Whereas, the Conservation Area includes the upper reaches of the Río Grande Gorge, previously designated as a Wild and Scenic River, and protects elk wintering grounds and migratory corridors for wildlife including birds of prey; and

Whereas, visitors and residents of Taos and Río Arriba counties today enjoy these public lands for hiking, camping, river rafting, photography, mountain climbing, hunting, fishing, bird watching, skiing, piñon picking, firewood collection, scenic enjoyment and other uses; and

Whereas, recreation and other uses of the public lands of Taos and Río Arriba counties are a vital part of the economy; and

Whereas, designating these public lands as a National Conservation Area would better protect their scenic, ecological, economic, cultural, and recreational values in perpetuity from the adverse effects of future development; and

Whereas, traditional uses of the public lands, including piñon picking, firewood collection, and grazing will be preserved by the Conservation Area; and

Whereas, the Conservation Area will be included as a unit of the National Landscape Conservation System making it eligible for additional funding that may be used for grassland restoration projects; and

Whereas, the Conservation Area will ensure that these public lands will be conserved and enhanced for the benefit and enjoyment of present and future generations.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY The Taos County Chamber of Commerce that the Board of Directors recommends that Congress enact S. 874, El Río Grande

Del Norte National Conservation Area Establishment Act, and that the legislation include appropriate language to protect the Rio San Antonio Wilderness and the Cerro del Yuta Wilderness in order to protect their scenic, environmental, economic, and recreational values.

APPROVED this 27 day of May, 2009



Ralph A. Lombardi
Chairman of the Board
Taos County Chamber of Commerce

Rio Grande Del Norte National Monument Supporters 2012

Individual Supporters

Diann Townsend
Loui Roetere
Paloma
Sutherland
Arleen Lucero
Hilary Cushing
Murry
Savannern Hall
Karen Kenward
Tamaral
Stephenson
Cody Mirabal
Julie Kane
Michael Bozzuto
Walter Huston
Wyatt Wilson
Laura Bergner
Kylian Robinson
Kim VanDeman
Ernesto Trujillo

Jennifer Archuleta
Alberto Regal
Alejandra Importis
Arturo Tenorio
Erminio Martinez
Mark Reichart
Esther Garcia
Jack Ivers
Terry Fenton
Spencer Stall
Richard Winlerkle
Tovia Safferd

Business Supporters

Joe Justad Gallery
R. S Tenderloins Press
Wilder Nightingale Fine Arts
Bryans Gallery
Ol World Fine Art
Governor Bent Homes
Taos Cookery
Ortenstone Delattre Fine Art
Dwellings Revisited
Artemisia
Copper Moon gallery
Living Light Gallery
Santos & Muertos Woodworking
Taos Wood varving
Taos Wood Carving
J R Clothing
Native Sons Advntures
Farmers
Insurance and Financial Service Agent
Hinds and Hinds Storage
Budget Storage and Covered RV Storage
Hinds and Hinds Storage
Tierra de Taos Title co
Creative Framing and Crafting
Casa Gallina Inc
Matts Gluten Free Bakery
Mary Jane's Home Cooking
Las Comadres
Alhambra de Taos - World Wraving
Taos Mountain Outfitters
Indian Hills Jewelry Inc
TAWA
Horse Feathers Inc
Greg Moon Arts
Rivers and Birds
Timber Brothers
On Target
Physicean

Rio Grande Del Norte National Monument Supporters 2012

Business cont'd

Positive Energy, Inc

Timber Brothers Construction

Living it Up Coaching

Raw to Go

Julie Tennans Design Inc

Taos Mountain Casino

The Taos News

Sacred Living LLC

Swashbuckler Media

Leatherworks

Bent Street Café and Deli

Collaborative Green

Teatro Serpiente

Sanborn Automation

Senonds Eco Store

La Tierra Mineral Gallery

Recycle Taos Collection

Mudd and Flood

Bill preserves unique landscape

The Santa Fe New Mexican
Sunday, May 20, 2012

The pink and white cherry blossoms I expected to see last month in our nation's capital had bloomed early and were gone, but my recent trip to Washington was fruitful. Last month, I had the privilege of testifying before a House committee in support of an issue I feel strongly about – protecting the spectacular Rio Grande del Norte area in Northern New Mexico.

My family goes back many generations here, living and working in this unique and beautiful landscape. Many of us consider the area, including the stunning Rio Grande Gorge, which at some places is a half mile wide across and dropping to the Rio Grande 800 feet below, to be truly sacred land.

My grandfather, J. P. Rael, and his brothers started a cattle business and general store in Questa in 1930. When I was growing up, there was no running water. We walked to the store, grew our own food and put up hay for our cattle. We survived because of the land and water that nature had so generously provided us. As my grandfather said, "Without land you have nothing; without water there is no life."

As an elected official, I understand the difficult choices one must make when trying to balance competing interests. We need to meet the needs of a growing community, while ensuring that some of what attracts both visitors and those who will settle here stays just as it is. That is what I shared with members of Congress who may soon be considering legislation introduced by Rep. Ben Ray Lujan and Sen. Jeff Bingaman to safeguard these special lands for our children and grandchildren.

Their bill, the Rio Grande del Norte National Conservation Area Establishment Act, will protect some 235,000 acres north of Taos as a conservation area, including more than 21,000 acres of new wilderness. This is a high mesa of sagebrush and grasslands interspersed with volcanic cinder cones covered with piñon-juniper woodlands. Here, in the upper reaches of the Rio Grande Gorge, are vital elk wintering grounds, key habitat for bighorn sheep, antelope and deer, and a world-renowned migratory corridor for birds of prey such as peregrine falcons, bald eagles and golden eagles.

Few would disagree that the proposed Rio Grande del Norte National Conservation Area is a landscape of extraordinary scenic, environmental, economic, cultural and recreational value. Here, we who live nearby and a growing number of visitors can enjoy hunting, fishing, bird watching, photography, hiking, camping, river rafting, mountain climbing, piñon picking or just the amazing natural scenery. All of this is vital support for our local economy. Hunting and fishing alone in the Rio Grande area contribute tens of millions of dollars to New Mexico's economy annually.

Communities such as Questa, Hondo, Cerro, Pilar and Antonito have been bound economically and spiritually to this wild landscape for many generations. One of the great virtues of this legislation is that it takes a comprehensive approach to the conservation of this land, with full recognition that there is a long human history to this region and that our small communities continue to be an essential element of the landscape. The bill will protect both the natural resources and the way of life

of this unique area, both of which are intrinsically linked in our community.

I commend Rep. Luján and Sen. Bingaman for ensuring that their legislation preserves grazing within the National Conservation Area, and specifically protects our right to hunt, fish and collect piñon nuts and firewood. It directs the Bureau of Land Management to preserve the cultural, natural and scenic resources in the area. The measure will help ensure that these ancestral lands will remain as they are for those who will come after us.

There is overwhelming local support for this measure. Because of the collaborative way our congressional delegation has crafted this measure, many groups that haven't always seen eye to eye on conservation issues have come together to support protecting this special landscape. Community involvement was extensive and the considerations taken in the bill's language to accommodate the needs of traditional communities were significant.

That is why the overwhelming majority of Northern New Mexicans, including the Taos County Chamber of Commerce, the Mora Valley Chamber of Commerce, the Taos County Commission, the Latino Sustainability Institute and dozens and dozens of area businesses want to see this bill become law. Forever protecting the Rio Grande del Norte area would be a priceless gift for those who will come after us. The time has come.

Esther Garcia is the mayor of Questa.



October 23, 2012

Title:

Resolution 12-01C

Summary:

Consideration and possible approval of Resolution 12-01C. This is the third amendment to Resolution 12-01 - Open Meetings Resolution. The only amendment made by this Resolution shall be that the Quarterly Citizens' Forums will no longer be held due to the significant decrease in attendees since changing the time of Council Meetings from 1:30 p.m. to 6:30 p.m.

Background:




Amendments to the original resolution (attached) are as follows:

12-01A- Changed the notice of Special Meetings from twenty-four hours to seventy-two hours and changed the posting of the agenda from twenty-four hours to seventy-two hours;

12-01B - Changed the time of Regular Town Council Meetings from 1:30 p.m. to 6:30 p.m.

Attachments:

Click to download

-  [Resolution](#)
-  [seperator](#)
-  [ORIGINAL Resolution 12-01](#)



**TOWN OF TAOS
RESOLUTION 12-01C**

Amending Resolution 12-01as amended by 12-01 A and 12-01B – Open Meetings Resolution

WHEREAS the Town of Taos adopted Resolution 12-01 – Open Meetings Resolution – on January 26, 2012, and Resolution 12-01A Amending Resolution 12-01; and Resolution 12-01B Amending Resolution 12-01A; and

WHEREAS the Governing Body of the Town of Taos, meeting in Regular Session this 13rd day of November, 2012 wishes to make an amendment to Resolution 12-01B; and

WHEREAS the only amendment made by this Resolution shall be that the Quarterly Citizens' Forums will no longer be held.

NOW, THEREFORE be it resolved that the Governing Body of the Town of Taos, meeting in Regular Session this 23rd day of October, 2012, hereby amends the Open Meetings Resolution to reflect that Quarterly Citizens Forums will no longer be held. All other information in Resolution 12-01, as amended, shall remain in full force and effect, except as herein modified.

PASSED, ADOPTED AND APPROVED this 13th day of November, 2012, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Michael A. Silva _____
Councilmember Rudy C. Abeyta _____
Councilmember Frederick A. Peralta _____
Councilmember Andrew T. Gonzales _____

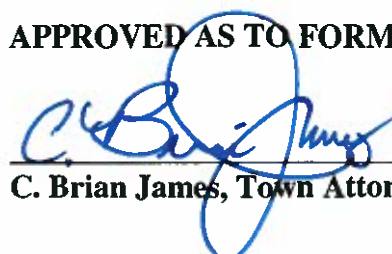
TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



C. Brian James, Town Attorney

ORIGINAL OPEN MEETINGS RESOLUTION 12-01



Resolution 12-01 OPEN MEETINGS RESOLUTION

WHEREAS, Section 10-15-1(B) of the New Mexico Open Meetings Act, NMSA 1978 §§10-15-1 et seq., states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, commission, administrative adjudicatory body, or other policymaking body of any state agency or any agency or authority of a municipality (including its Governing Body), held for the purpose of formulating public policy, discussing public business, or taking any action within the authority of, or the delegated authority of, such body, are declared to be public meetings open to the public at all times; and,

WHEREAS, pursuant to Section 10-15-1.D of the Open Meetings Act, any meetings of a quorum of such a public body at which the discussion or adoption of any proposed resolution, rule, regulation, ordinance or formal action occurs, and any closed meeting, shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D), of the Open Meetings Act requires the Governing Body of Town of Taos, its Town Council, to determine annually what constitutes reasonable notice of its public meetings:

NOW, THEREFORE, BE IT RESOLVED that:

1. The Regular Meetings of the Town Council are scheduled as follows:

On the second and fourth Tuesday of each month at 1:30 p.m. at the Town Council Chambers, Coronado Hall, 120 Civic Plaza, Taos, New Mexico. However, only one Regular Meeting is scheduled during the month of December (December 11th), due to the observance of the Christmas Holiday on December 24th and 25th. The Council, at a later date, may determine whether a Special Meeting is needed during the last week in December.

2. In addition to the Regular Meetings and Special Meetings of the Town Council, there are scheduled Quarterly Citizens' Forums where no Council action will be taken, and which are held principally as informational sessions. These meetings are scheduled as follows:

Quarterly Citizens' Forums - These meetings are for the express purpose of enabling working Taoseños to connect with their Mayor and/or Council. These meetings also provide a regular venue, not limited by an agenda, where constituents can present different ideas, air grievances, and otherwise interact with their Mayor and/or Council and contribute to the operations of their

Town. Quarterly Citizens' Forums are held at 5:30 p.m. at Town Council Chambers, Coronado Hall, 120 Civic Plaza Drive, Taos, New Mexico on the following dates:

Tuesday, March 27, 2012

Tuesday, June 26, 2012

Tuesday, September 25, 2012

Tuesday, December 18, 2012

3. In the event that the date, time or place of a scheduled Regular Meeting or a Quarterly Citizens' Forum is to be changed or the meeting cancelled, notice thereof shall be given in accordance with Paragraph 7.B, below.
4. Special meetings of the Town Council may be called by the Mayor or by request of a majority of the Council upon twenty-four hour notice to the Mayor, members of the Council and the public. Special meetings shall be held at the date, time and place set forth in the notice of the special meeting.
5. Emergency meetings of the Town Council will be called by the Mayor or by request of majority of the Council under unforeseen circumstances which require immediate action by the Town to protect the health, safety and /or property of the Town or persons within the Town, or which require immediate action by the Town to prevent substantial financial loss to the town. Emergency meetings may be called upon twenty-four (24) hours notice to the members of the Council, unless threat of personal injury, property damage or financial loss requires less notice. Said meetings shall be held at the date, time and place set-forth in the call of said emergency meeting.
6. Meetings of boards, committees, commissions, agencies or other policy-making advisory bodies of the Town of Taos shall establish their own individual meeting schedule and publish notice in accordance with this resolution to the extent required by the Open Meetings Act.
7. In the event that a quorum of the Governing Body is physically present at the location of the Council Meeting, a member of the Governing Body may participate in a meeting of the Town Council by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
8. Reasonable notice of meetings is hereby declared to exist when:
 - A. Notice of the Schedule of Regular Meetings and Quarterly Citizens' Forums stated in this Resolution is published in the Taos News, a newspaper of general circulation in the Town and County. Such publication shall occur during the first week of February, 2012. Copies of the 2012 Annual Calendar showing the scheduled meetings set forth in this Resolution will be provided to the news media in January, 2012; and

- B. Notices of each regular and special meeting shall also be provided by delivery, telephone, fax or e-mail to local newspaper, radio or television media (that have made a written request for notice of public meetings), and by posting notice of the meeting on the glass-enclosed bulletin board by the front door of Town Hall, in the Town Clerk's office, and on the Town's website (www.taosgov.com) twenty-four hours before the regular or special meeting, and
 - C. Notices of Emergency meetings as defined in Section 10-1-15-1.F of the Open Meetings Act shall be provided by delivery, telephone, fax or e-mail to local newspaper, radio or television media (that have made a written request for notice of public meetings), and by posting notice of the meeting on the Town's website (www.taosgov.com) and at Town Hall twenty-four hours prior to the emergency meeting, or with as much time as practical in advance of the emergency meeting; and
 - D. In addition to the local media, notice shall also be provided to any licensed media (newspaper, radio or television) that has made a written request for notice of public meetings; and
 - E. The proposed agenda of a meeting shall be posted and available at Town Hall and on the Town's website (www.taosgov.com) twenty-four hours prior to a regular or special meeting. For Emergency Meetings the proposed agenda shall be posted and available at Town Hall twenty-four hours prior to the emergency meeting, or with as much time as practical in advance of the emergency meeting. An agenda may be combined with a notice of meeting in a single document. An agenda may be amended at any time before or during the meeting. Any amended agenda that is amended prior to a meeting shall be posted and available at Town Hall. Except for emergency matters, the Council shall take action only on items appearing on the agenda (or amended agenda) posted and available twenty-four hours in advance of the meeting. Copies of the agenda shall be available within the time periods set forth above at the Town Clerk's office and also shall be available at the meeting.
9. Individuals with a disability who are in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting must contact the Town Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agendas and minutes, can be provided to individuals with disabilities upon proper request. Please contact the Town Clerk at (575) 751-2005 if you have questions or require additional information.
10. A meeting or a portion of a meeting may be closed to the public only if the subject matter of such discussion is exempted from the open meeting requirements under Section 10-15-1.H of the Open Meetings Act.
- A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Council or other policymaking body, taken during the open meeting. The authority for the closure and the subject(s) to be discussed shall be stated with reasonable specificity in the motion for closure and

the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.

- B. If the decision to hold a closed meeting is made when the Council or other body is not in an open meeting, the closed meeting shall not be held until reasonable public notice, appropriate under the circumstances and stating the specific provision of law authorizing the closed meeting and the subject(s) to be discussed, is given to the members and the general public.
 - C. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
 - D. Except as otherwise allowed under NMSA 1978 §10-15-1(H), any action taken as a result of discussion in a closed meeting shall be made by vote in an open public meeting.
11. **Meeting Minutes.** The Town Council shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the Town Council. The Town Clerk shall also maintain audio and audio-visual recordings of open Council meetings, which shall constitute true records of the meetings and shall be available for public inspection.

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PASSED, ADOPTED AND APPROVED THIS 26th DAY OF JANUARY, 2012.

Mayor Pro Tem Michael A. Silva	<u>yes</u>
Councilmember Rudy C. Abeyta	<u>yes</u>
Councilmember A. Eugene Sanchez	<u>yes</u>
Councilmember Amy J. Quintana	<u>yes</u>

TOWN OF TAOS




Darren M. Cordova, Mayor

ATTEST:



Renee Lucero, Town Clerk

APPROVED AS TO FORM:



John Clough, Assistant Town Attorney