



**AGENDA**  
**October 22, 2013**  
**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
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
  - A. September 24, 2013 Joint Meeting Minutes
  - B. September 24, 2013 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.
7. MATTERS FROM STAFF
  - A. Phoenix Mechanical Contract Amendment No. 1 to Contract TT-13-149  
Consideration and possible approval of contract amendment No. 1 to Contract TT-13-149 with Phoenix Mechanical to increase the maximum contract amount from \$60,000 to \$100,000 and extend the expiration date from December 31, 2013 to June 30, 2014 to coincide with the Town's fiscal year.
  - B. La Tierra Landscaping Contract TT-14-124  
Consideration and possible approval of contract TT-14-124 in the amount of \$40,462 inclusive of gross receipts tax with La Tierra Landscaping for operations and maintenance work at the Taos Eco Park until June 30, 2014.

C. **Financial Update**

Presentation of the monthly financial report for the period ending September 30, 2013.

D. **Departmental Monthly Performance Reports**

The Town Manager will provide the Departmental Monthly Performance Reports.

## 8. PUBLIC HEARINGS

A. **Ordinance 13-14 Temporarily Suspending the Enforcement of Chapter 15.04**

Consideration and possible approval of Ordinance 13-14 temporarily suspending the enforcement of Town Code Chapter 15.04 et. seq. for a period of not less than six months nor more than one year to allow the Town to address the lack of a certified **Home Energy Rating System (HERS)** inspector in the community.

B. **Resolution 13-41 Septage Discharge**

Consideration and possible approval of Resolution 13-41; A resolution revising the fees, policies, procedures, and regulations governing septage discharge at the Taos Valley Regional Waste Water Treatment Facility.

## 9. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

A. **Appointment of Airport Advisory Board Members**

Appointment of Lindsay Webb to the Airport Advisory Board to replace resigning member Ken Blair, and reappointment of Tim Cottam and Mark Fratrack, whose terms expire in October 2013. These appointments will expire in October 2015 in accordance with Town Code 2.12.020.

B. **Joint Powers Agreement for Dispatch Services**

Discussion of Joint Powers Agreement between the Town of Taos, Taos County, Village of Questa and Village of Taos Ski Valley for consolidated dispatch services.

C. **Resolution 13-57 Joint Resolution on Renewable Energy**

Consideration and possible approval of Resolution 13-57; a joint resolution on the development of renewable energy in Taos County and North Central New Mexico.

D. **Resolution 13-58 Supporting D.H. Lawrence Ranch**

Consideration and possible approval of Resolution 13-58 in support of revitalizing D.H. Lawrence Ranch.

E. **Community Hospital Study Committee**

Consideration and possible approval of the structure, scope of work, and timeline for a community hospital study committee

## 10. ADJOURNMENT

- *To request details on an agenda item please contact the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005.*
- *If you are an individual with a disability who is in need of aid or service to attend and/or participate in a meeting of the Town of Taos Council, please contact the office of the Town Clerk at 400 Camino de la Placita, Taos New Mexico, 87571 (575) 751-2005 at least 24 hours in advance.*
- *For copies of this agenda please pick-up at Town Hall. You may also view the agenda and the agenda packet at <http://public.taosgov.com/>.*



**October 22, 2013**

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**Title:**

September 24, 2013 Joint Meeting Minutes

**Summary:**

**Background:**

**Attachments:**

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 [Minutes 9/24/2013 Special Meeting](#)

**MINUTES****September 24, 2013****Special Meeting****Joint Meeting between the Town of Taos, Taos County, and  
Holy Cross Hospital Board****Taos County Commission Chambers - 105 Albright Street****Room 106****9:00 AM**

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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 County Commission Chairman Daniel Barrone and  
the Honorable Mayor Darren M. Cordova at 9:12 a.m.**

**2. ROLL CALL**

**Ms. Anna Martinez, Taos County Clerk, called roll and a quorum was  
present.**

**Those present were:**

**Chairman Daniel Barrone  
Commissioner Larry Sanchez  
Commissioner Gabriel Romero**

**Also present were:**

**County Manager Steve Archuleta  
Deputy County Manager Rick Bellis  
County Attorney Robert Malone  
County Clerk Anna Martinez**

**Absent were:**

**Commissioner Tom Blackenhorn  
Commissioner Joe Mike Duran**

1 **Ms. Renee Lucero, Town Clerk, called roll and a quorum was present.**  
2

3 **Those present were:**

4 Mayor Darren M. Cordova  
5 Mayor Pro Tem Andrew T. Gonzales  
6 Councilmember Michael A. Silva  
7 Councilmember Frederick A. Peralta

8 **Also present were:**

9 Town Manager Oscar Rodriguez  
10 Assistant Town Manager Abigail Adame  
11 Town Attorney C. Brian James  
12 Town Clerk Renee Lucero

13 **Absent was:**

14 Councilmember Rudy C. Abeyta  
15

16  
17 **3. PLEDGE OF ALLEGIANCE**

18  
19 **Mayor Cordova led the audience in the Pledge of Allegiance.**

20  
21 **4. APPROVAL OF AGENDA**

22 **Chairman Romero made a motion to approve. Chairman Sanchez seconded**  
23 **the motion. The motion passed unanimously.**

24 **5. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

25 **A. Memorandum of Understanding for Central Dispatch**

26 Consideration and possible approval of Memorandum of Understanding  
27 TT-14-107 between the Town of Taos and Taos County regarding E911  
28 and emergency dispatch services.  
29

30 County Attorney, Robert Malone, stated he and Town Attorney, Brian James,  
31 drafted the Memorandum of Understanding (MOU) as per the direction of  
32 the County Commission and Town Council. He explained the MOU is comprised  
33 of all four of the JPA partners including Town of Taos, Taos County, Village of  
34 Taos Ski Valley and Village of Questa. He further explained the MOU provides  
35 a 90 day period in which the current JPA partners will finalize the details of the  
36 JPA and furthermore, provides contingencies for several scenarios.

37 Mayor Cordova stated the Town is ready to move forward with finalizing the JPA  
38 as soon as possible. He expressed his concern that the MOU states the JPA will  
39 be finalized within 90 days and he believes it is very crucial that an Executive  
40 Director be hired as soon as possible. He stressed the importance of hiring a  
41 director with extensive experience operating 911.

42 Chairman Barrone stated the most important issue is the health, safety and  
43 welfare of the constituents and ensuring that they have dispatch services  
44 available when they need it. He asked if the Village of Red River has considered

1 the possibility of a regionalization of dispatch services.

2  
3 Red River Mayor, Linda Calhoun, stated the Village of Red River has their own  
4 PSAP and an upgrade to their dispatch system was recently completed. She  
5 further stated they plan to continue serving as a back-up for Taos dispatch.

6  
7 Questa Mayor, Esther Garcia, stated the Village of Questa is also interested in  
8 the health and safety of their constituents and she appreciates the time and effort  
9 into developing the MOU.

10 Taos Ski Valley Manager, Mark Fratrack, stated as long as the Town and County  
11 continue to work together the Village of Taos Ski Valley supports the MOU.

12  
13 Mayor Cordova emphasized that dispatch centers lose funding from the State if  
14 they are not consolidated.

15 A lengthy discussion ensued regarding the building where dispatch will be  
16 located, how and if the current dispatch employees will be transferred, and how  
17 the JPA will place ownership of dispatch with the JPA Board. The Commissioners  
18 and Council agreed that the MOU is an operative to move forward with the  
19 specifics of the JPA and also agreed that moving forward will benefit the health,  
20 safety and welfare of their constituents.

21 **Commissioner Romero made a motion to approve the MOU as presented.**  
22 **Chairman Barrone seconded the motion. The motion was passed. Those**  
23 **voting AYE were: Councilmembers: Gonzales, Peralta, Silva; and**  
24 **Commissioners: Barrone, Romero and Sanchez.**

25 **B. Discussion Regarding Anciano's**

26  
27 Deputy County Manager, Rick Bellis, stated due to mismanagement of the  
28 Ancianos Senior Program, the State Agency on Aging has requested that Taos  
29 County either take over as fiscal agent of the program or take over fully,  
30 dissolving the Board of Directors of Ancianos.

31 Chairman Barrone stated this is an opportunity for both entities to help the elderly  
32 in the community. He further stated in order for the County to assume  
33 responsibility of Ancianos, they need to own the building. He asked if the Mayor  
34 and Council would consider transferring the building to the County.

35 Mayor Cordova stated Ancianos must be cherished and taken care of it. He  
36 further stated he fully supports transferring the building to the County and  
37 continuing the Town's funding for the program. He directed Town staff to work  
38 with County staff on this issue.

39  
40 **C. Discussion Regarding Joint CDBG Funding for Camino del Medio**

41 Chairman Barrone stated Camino del Medio is in need of repairs as it continues  
42 to deteriorate. He stated this is another opportunity for the Town and the County  
43 to work together to improve it.

1 Mayor Cordova stated he supports seeking Community Development Block Grant  
2 funds to complete the project and he believes the project will get funded since  
3 both entities will apply. He further stated the Town supports this initiative.  
4

5 Commissioner Romero requested that improvements be completed south to  
6 State Road 240 and possibly through Tom Holder Road and up to West Romero  
7 Road. He stated he would like these roads to connect with UNM Taos in the  
8 future.

9 The Councilmembers all expressed their support of this project as it will relieve  
10 congestion on the main road through Town. Councilmember Gonzales requested  
11 that the project include a bike path as well.  
12

13 Town Public Works Director, Francisco "French" Espinoza, stated the Town has  
14 been working on this project for several years and has completed traffic studies,  
15 geotechnical tests on the roadway and has secured right of way to do the  
16 alignment on roadway. He requested direction as to when this project would be  
17 submitted for funding requests as it needs to be 100% ready prior to requesting  
18 funding. He further stated the project is included in the Town's ICIP as a middle  
19 priority due to the cost.

20 County Public Works Director, Rick Chavez, stated the County's portion of said  
21 roadway is 1.8 miles. He stated he believes there is also a possibility to obtain  
22 federal funding for Tom Holder Road. Furthermore, he stated while the Town has  
23 obtained the required right of way, an additional right of way will be needed if bike  
24 paths are included in the plans.

25 Mayor Cordova indicated state funding has diminished in the last few years and  
26 the project may need to be phased out over several years.

27 There was consensus between the Town and County to direct staff to determine  
28 how soon both entities can apply for funding and what needs to be done to be  
29 project ready.  
30

#### 31 **D. Discussion Regarding Holy Cross Hospital**

32 Holy Cross Hospital Board Member Ron Burnham and Chief Executive Officer  
33 Peter Hofstetter reported on the financial situation at Holy Cross Hospital which  
34 has resulted in the layoffs of 44 employees.

35 Mr. Hofstetter explained that the hospital employees are terrific employees  
36 and work very hard; however, the financial situation is difficult. He emphasized  
37 the hospital is not eliminating services and they are not closing doors.  
38 Furthermore, he stated government cutbacks are extreme and are getting worse.  
39 He also stated healthcare is changing and everyone must adapt. In addition, he  
40 explained the reality is that over the last three years the hospital has been paid  
41 over \$15 million less than before. Unfortunately, he stated they cannot keep  
42 doors open and continue providing the same level of service with a  
43 substantial loss in revenue.

44 Chairman Barrone stated he believes Taos has the best health care thanks to the



1 staff, nurses and surgeons and added it is impressive to see so many in  
2 attendance at the meeting.

3  
4 A lengthy discussion ensued between the Commissioners, Council and Hospital  
5 Representatives regarding how funding can be generated for the hospital with tax  
6 increases and funding requests through Los Alamos National Laboratories and  
7 the New Mexico State Legislature.

8  
9 Mayor Cordova stated this is an extremely important issue and expressed his  
10 concern about how it may affect tourism. He emphasized that UNM Taos and  
11 Holy Cross Hospital are the main economic drivers in Taos, beside tourism. He  
12 believes that the situation at the hospital has come to the point where the elected  
13 officials need to determine how they can explore more options.

14 The following hospital employees and citizens spoke on the issue:

- 15 • Martha Jaramillo
- 16 • Frances Trujillo
- 17 • Bruce Weatherby
- 18 • Walter Brennan
- 19 • Dr. O'Hara
- 20 • Dione *last name inaudible*
- 21 • Mark Vega
- 22 • Jerome Lucero
- 23 • Darlene Vigil
- 24 • Darien Fernandez
- 25 • Nancy Jenkins

26 Mr. Malone explained the lease between the hospital and Taos County  
27 does stipulate that the lease can be cancelled with 180 day notice without cause,  
28 enabling the Commission to determine whether they want a different relationship  
29 with the hospital. Furthermore, he stated the lease indicated the hospital needs  
30 to provide a general hospital that provides acute care to all incomers, regardless  
31 of whether they have insurance.

32 A lengthy discussion ensued regarding the creation of a task force comprised of  
33 representatives from the local governing bodies to work with the hospital to  
34 ensure all citizens' voices are heard. Mayor Cordova stated both entities need to  
35 unite to come up with a solution.

36 **Commissioner Romero made a motion to direct staff to prepare a resolution**  
37 **to develop solutions addressing the hospital issue by the next meeting of**  
38 **the governing bodies. Commissioner Sanchez seconded the motion. The**  
39 **motion passed. Those voting Aye were: Councilmembers: Gonzales,**  
40 **Peralta and Silva and Commissioners: Barrone, Romero and Sanchez.**

## 41 42 43 6. ADJOURNMENT 44

1                   **A motion was made by Councilmember Gonzales and seconded by**  
2                   **Councilmember Silva to adjourn the meeting. The motion carried**  
3                   **unanimously and the meeting adjourned at 12:33 p.m.**  
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7                   **APPROVED:**  
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10 \_\_\_\_\_  
11 **Darren M. Cordova, Mayor**  
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14                   **ATTEST:**  
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17 \_\_\_\_\_  
18 **Renee Lucero, Town Clerk**  
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21                   ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,***  
22                   ***however, only Regular Town Council Meetings and some Special Town Council***  
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24                   ***request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005) at***  
25                   ***a fee of \$5.00 for audio and video recordings. Additionally, video recordings can be***  
26                   ***viewed at [www.taos22.com](http://www.taos22.com); [www.mediatasos.org](http://www.mediatasos.org). You may also view agendas, agenda***  
27                   ***packets, and minutes at <http://public.taosgov.com/>.***  
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**October 22, 2013**

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September 24, 2013 Regular Meeting Minutes

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 [Minutes 09/24/2013](#)

September 24, 2013



**MINUTES  
September 24, 2013  
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 6:37 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, Andrew T. Gonzalez  
Councilmember, Michael A. Silva  
Councilmember, Frederick A. Peralta  
Youth Councilmember, Michael Landgraf**

**Also present were:**

**Town Manager, Oscar Rodriguez  
Town Attorney, C. Brian James  
Town Clerk, Renee Lucero**

**Those absent/excused were:**

**Councilmember, Rudy C. Abeyta  
Assistant Town Manager, Abigail Adame**

**3. PLEDGE OF ALLEGIANCE**

**Councilmember Gonzales led the audience in the Pledge of Allegiance.**

**4. APPROVAL OF AGENDA**

Item 10.B (Rescission of Resolution 13-14 Terminating Joint Powers Agreement) was deleted due to the outcome of the Joint Meeting held this morning with the Taos County Commissioners wherein they approved a Memorandum of Understanding (MOU) for E911 and emergency dispatch services.

**Councilmember Silva made a motion to approve. Councilmember Peralta seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Gonzales , Peralta , Silva.**

## 5. APPROVAL OF MINUTES

### A. August 26, 2013 Regular Meeting Minutes

Item Result: Approved

**Councilmember Gonzales made a motion to approve. Councilmember Silva seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Gonzales , Peralta , Silva.**

## 6. AWARDS AND RECOGNITIONS

### A. Police Chief's Challenge Coin

Presentation of the Police Chief's Challenge Coin to Sergeant Virgil Vigil.

Chief of Police, David Weaver, presented Sergeant Virgil Vigil with the Chief's Challenge Coin for doing an outstanding job when he was placed in a deadly force situation. He stated Sergeant Vigil protected a suspect from committing suicide-by-cop by choosing a non-lethal use of force which ended with the suspect uninjured.

## 7. CITIZENS FORUM

The following individuals came forward to speak during Citizens Forum:

- Jeff Northrup
- Phillip Alexander

## 8. CONSENT AGENDA

### A. Contract TT-14-100 Snow Removal Equipment Building Construction

Consideration and possible approval to award Contract TT-14-100 for the construction of a Snow Removal Equipment Building at Taos Regional Airport to the apparent qualified low bidder, Desert Utility and Paving, LLC, in the amount of \$324,562.50 inclusive of gross receipts taxes.

### B. Contract TT-14-88 with Community Against Violence

Consideration and approval of Contract TT-14-88 with Community Against Violence in the amount of \$139,702 inclusive of gross receipts tax for the purpose of providing emergency residential shelter services for displaced or homeless victims of domestic violence in Taos County,

1 funded by Housing and Urban Development grant NM0038B6B010901.  
2

3 **C. Resolution 13-49 Budget Adjustment Request**

4 Consideration and possible approval of Resolution 13-49; Budget  
5 Adjustment Request to the following funds: 1) General Fund - Decrease  
6 expenditures in Planning by \$86,878 from personnel cost savings,  
7 increase expenditures in Legal by \$75,318 to cover the cost of an  
8 assistant attorney, increase expenditures in Executive to cover a  
9 previous authorized increase to the Town Manager's benefit package,  
10 and authorizing a temporary loan of \$60,000 to the Historic Improvement  
11 District Fund; 2) Historic Improvement District Fund - Authorizing a  
12 temporary transfer of \$60,000 from the General Fund for cash flow until  
13 revenues are received throughout the fiscal year.

14 Item Result: Approved

15 **Councilmember Peralta made a motion to approve. Councilmember**  
16 **Gonzales seconded the motion. The motion was Passed. Those voting AYE**  
17 **were: Councilmembers: Gonzales , Peralta , Silva.**

18 **9. MATTERS FROM STAFF**

19 **A. Amendment 6 to Armstrong Consultants, Inc. Contract**

20 Consideration and possible approval of Contract TT-13-237 with  
21 Armstrong Consultants, Inc. in the amount of \$836,058 inclusive of gross  
22 receipts tax to complete Task Order F, Phase II of the engineer's design  
23 of Runway 12/30, funded by a New Mexico Department of Transportation  
24 Aviation Division Grant of \$41,803, a Federal Aviation Administration  
25 grant of \$752,452 and a Town match of \$41,803.

26 Item Result: Approved

27 **Councilmember Gonzales made a motion to approve. Councilmember**  
28 **Peralta seconded the motion. The motion was Passed. Those voting AYE**  
29 **were: Councilmembers: Gonzales , Peralta , Silva.**

30 **B. Cooperative Marketing Grant Agreement**

31 Consideration and possible approval of New Mexico Tourism Department  
32 Cooperative Marketing Grant Agreement 14-418-3002-5057 in the  
33 amount of \$40,000 with an in-kind Town Match of \$40,000 to promote at  
34 the same time New Mexico and the Taos area by advertising through  
35 various forms of media.

36 Item Result: Approved

37 Councilmember Peralta stated Taos was advertised on television during the  
38 Channel 4 News and expressed the ad was nice; however, he would like to see  
39 active videos rather than still photos.

40 **Councilmember Silva made a motion to approve. Councilmember Gonzales**  
41 **seconded the motion. The motion was Passed. Those voting AYE were:**  
42 **Councilmembers: Gonzales , Peralta , Silva.**

43 **C. Resolution 13-45 Accepting Real Property**  
44

1 Consideration and possible approval of Resolution 13-45 accepting a  
2 Real Property Donation located at 812 Gusdorf Road, Taos, New  
3 Mexico, known as "The Mary D. Medina Building".

4  
5 Item Result: Approved

6 Mayor Cordova stated in exchange for the property, the Town will pay the  
7 State \$10 for the property which has an appraised value of \$435,000.

8 **Councilmember Gonzales made a motion to approve. Councilmember Silva**  
9 **seconded the motion. The motion was Passed. Those voting AYE were:**  
10 **Councilmembers: Gonzales , Peralta , Silva.**

11 **D. Resolution 13-48 Special Dispenser Permits Policies and**  
12 **Procedures**

13 Consideration and possible approval of Resolution 13-48 replacing  
14 Resolution 12-55 establishing policies and procedures for issuing Special  
15 Dispenser Permits.

16 Item Result: Approved

17 Mr. Rodriguez stated upon approval of this resolution, applicants will no longer be  
18 required to fill out a Town Form, as the form nearly mirrors the State's  
19 Form. Staff recommends this change in an effort to expedite the process.

20 **Councilmember Peralta made a motion to approve. Councilmember**  
21 **Gonzales seconded the motion. The motion was Passed. Those voting AYE**  
22 **were: Councilmembers: Gonzales , Peralta , Silva.**

23 **E. Plan for Reorganizing the Planning, Zoning, & Buildings**  
24 **Department**

25 Consideration and possible approval of a plan for re-organizing the  
26 Planning, Zoning, and Buildings Department to provide for better  
27 services and more effectively meet the Town's development needs.

28 Planning, Zoning and Buildings Director, Martha Perkins, provided the plan for  
29 the reorganization of the Planning, Zoning and Buildings Department in order to  
30 provide better services to the constituents. She emphasized there are many  
31 zoning uses within the municipality and due to recent annexations, many areas  
32 still need to be rezoned. She stressed the need for an additional planner as well  
33 as a certified building official.

34 The Mayor and Council directed staff to take whatever course is available that will  
35 most quickly lead the department to stand on its own.

36 **F. Grant Agreement 13-1875 Este Es Improvements**

37 Consideration and possible approval to accept a grant agreement with  
38 State of New Mexico Department of Transportation in the amount of  
39 \$160,000 to plan, design and construct Phase III improvements to Este  
40 Es Road under Department of Finance appropriation ID 13-1875 New  
41 Mexico Department of Transportation Control Number C5131875.

42 Item Result: Approved

43 Mr. Rodriguez stated this appropriation comes from the State Legislature and will  
44

be used to plan, design and construct a signalized intersection at the junction of NM 68 and Este Es Road.

**Councilmember Silva made a motion to approve. Councilmember Gonzales seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Gonzales , Peralta , Silva.**

**G. Resolution 13-50 Infrastructure Capital Improvements Plan 2015-2019**

Consideration and possible approval of Resolution 13-50 adopting the Capital Improvements Plan for fiscal years 2015-2019 that includes a prioritized list of unfunded or partially funded capital improvement needs through the state's Infrastructure Capital Improvements Program.

Item Result: Approved

Mr. Rodriguez stated the plan includes a list of funding requests for the State's ICIP Program. He explained that staff has worked on the process of prioritizing each project based on a list of criteria provided by the State.

**Councilmember Gonzales made a motion to approve. Councilmember Peralta seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Gonzales , Peralta , Silva.**

**H. Financial Update**

Presentation of the monthly financial report for the period ending August 31, 2013.

Finance Director, Marietta Fambro, stated August's distribution (June's activity) was up 13.99% over this time last year, indicating that the Mumford & Sons concert substantially contributed to the Town's increased gross receipts for June, 2013. She further stated gross receipts tax has had a minor but steady increase over the last 7 months and based on this increase staff will compare the projections with the original budget and provide new projections with the October Financial Report.

Furthermore, Ms. Fambro stated with regard to the Library Fee for cards which was budgeted at \$120,000 through the month of August, the Library has currently collected \$8,941. She projects those receipts to total \$35,000 for the entire fiscal year. She explained staff is evaluating how to assist the Library with this shortage.

**I. Departmental Monthly Performance Reports**

The Town Manager will provide the Departmental Monthly Performance Reports.

Mr. Rodriguez stated he will provide the departmental monthly reports on a monthly basis. He requested that Council review the reports and provide feedback as to whether the reports contain information that is useful to them.

**10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

**A. Appointment of Eddie Lucero to the Planning & Zoning Commission**

Eddie Lucero has agreed to serve on the Town of Taos Planning & Zoning Commission to fill an existing vacancy.



Item Result: Approved

**Councilmember Peralta made a motion to approve. Councilmember Gonzales seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Gonzales , Peralta , Silva.**

**B. Joint Powers Agreement (JPA) Workshop**

Councilmember Peralta requested that the Council hold a workshop as soon as possible to discuss moving forward with the JPA for consolidated dispatch services.

Mayor Cordova requested that Mr. Rodriguez keep the agenda on October 8th to a minimum in order for the Council to conduct the workshop requested by Councilmember Peralta.

**C. Taos Sports Alliance**

Mr. Rodriguez stated Taos Sports Alliance (TSA) has requested a workshop meeting with the Town Council to discuss the future of the Eco Park. He explained he has requested that TSA provide a business plan; however, they've indicated they want direction from the Council to complete the business plan.

Mayor Cordova recommended that TSA provide the business plan so that the Town Manager can review it, and then schedule a workshop with the Council upon his review.

**D. Updates from Intergovernmental Council**

Councilmember Silva stated he attended the Intergovernmental Council Meeting and stated there is a legislative luncheon on December 12, 2013 and Enchanted Circle Day at the Legislature is scheduled for January 22, 2014. He also mentioned that John Gusdorf will be asking the Intergovernmental Council to pass a joint resolution on renewable energy.

**11. ADJOURNMENT**

**A motion was made by Councilmember Gonzales and seconded by Councilmember Silva to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 8:28 p.m.**

**APPROVED:**

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**Darren M. Cordova, Mayor**

**ATTEST:**

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5 **Renee Lucero, Town Clerk**

6 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,***  
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12 ***packets, and minutes at <http://public.taosgov.com/>.***  
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**October 22, 2013**

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**Title:**

Phoenix Mechanical Contract Amendment No. 1 to Contract TT-13-149

**Summary:**

Consideration and possible approval of contract amendment No. 1 to Contract TT-13-149 with Phoenix Mechanical to increase the maximum contract amount from \$60,000 to \$100,000 and extend the expiration date from December 31, 2013 to June 30, 2014 to coincide with the Town's fiscal year.

**Background:**

The purpose for this amendment is to combine all mechanical, plumbing, and electrical contract work by Phoenix Mechanical under one contract and to align the contract term with the Town's fiscal year. Until now, this work was provided under separate contracts, one for maintaining the ice rink and other ones for general HVAC work on all the Town's facilities on an as needed basis. Moreover, the ice rink contract has until now traditionally expired at the end of the calendar year instead of the Town's July-June fiscal year.

**Attachments:**

Click to download

 [Phoenix Mechanical Contract Amendment TT-14-117](#)



## Amendment No. 1 to Contract TT-13-149

This Amendment is hereby made and entered into by and between the Town of Taos, a New Mexico Municipality (hereinafter "TOWN") and **Phoenix Mechanical** (hereinafter "CONTRACTOR") on this 22<sup>nd</sup> day of October 2013.

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

**WHEREAS**, both the TOWN and the CONTRACTOR agrees to the amended terms and conditions;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that this contract shall be amended to include the following terms and conditions:

1. Compensation for this contract will not exceed \$100,000.00 exclusive of GRT.
2. The term of the Lease Agreement shall be extended to expire on **June 30, 2014**.
3. All other terms and conditions previously agreed to in the original contract are hereby confirmed and ratified and continued in full force and effect.

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

**CONTRACTOR**

**TOWN OF TAOS**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Darren M. Cordova, Mayor

**Attested to by:**

\_\_\_\_\_  
Renee Lucero, Town Clerk

**Accounting Approval:**

**Legal Form Approved by:**

Marietta J. Lamb  
Marietta Fambro, Finance Director  
Line Item Various

C. Brian James  
C. Brian James, Town Attorney

**ADMINISTRATIVE APPROVAL:**

\_\_\_\_\_  
Oscar Rodríguez, Town Manager

**Valorie Mondragon**

---

**From:** Miranda Quintana  
**Sent:** Wednesday, October 02, 2013 2:50 PM  
**To:** Shannon Wood; Brian Greer; Melissa Vigil  
**Cc:** Steve Kennebeck; Valorie Mondragon  
**Subject:** Phoenix Mechanical Expense Tracking.xlsx  
**Attachments:** Phoenix Mechanical Expense Tracking.xlsx

Hi all, there is a requisition to Phoenix Mechanical waiting to be processed for Youth and Family. Attached is the expense tracking for Phoenix showing what has been paid, what open purchase orders we have, and the outstanding requisition. Together this comes out to \$64,786.81.

We won't be able to process requisition 1462 until the contract goes back to Council with a revised amount. The Council must approve contracts above \$60,000 and this requisition will take us above that. The original contract does not have a maximum contract amount associated with it. An amendment should go to Council that sets a maximum amount to be paid out under this contract.

The end date for this contract is December 31, 2013. We will need to go out to bid for these services again prior to that date.

Thank you.  
Miranda

Miranda Quintana  
 Purchasing Agent/Budget Manager  
 575-751-2029

Town of Taos  
 400 Camino de la Placita  
 Taos, NM 87571

Confidentiality Notice: The information transmitted is intended only for the person (s) to whom it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than intended recipient is prohibited. If you receive this in error, please contact the sender and delete the material immediately

## Phoenix Mechanical T-13-149

### Contract Expense Tracking

#### January 1 - June 30, 2013 Expenditures

24-00	Public Affairs and Tourism	\$	156.33
50-16	Work Orders	\$	6,535.41
50-35	Pool Equipment	\$	6,537.15
50-39	YFC Equipment	\$	11,076.21
<b>TOTAL</b>		<b>\$</b>	<b>24,305.10</b>

#### July 1 - August 19, 2013 Expenditures

11-23	Facilities Services	\$	958.16
11-28	Aquatics	\$	4,986.12
50-16	Work Orders	\$	856.05
51-08		\$	7,111.22
51-62		\$	366.91
62-27		\$	1,238.40
<b>TOTAL</b>		<b>\$</b>	<b>15,516.86</b>

#### 2013-2014 Open Purchase Orders

11-23	Facilities Services	\$	7,941.84	14-51440
11-28	Aquatics	\$	1,465.41	14-51388
11-28	Aquatics	\$	13.88	14-51389
11-28	Aquatics	\$	543.72	14-51570
11-28	Aquatics	\$	5,000.00	14-51389
<b>TOTAL</b>		<b>\$</b>	<b>14,964.85</b>	

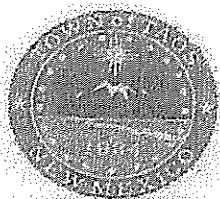
#### 2013-2014 Pending Purchase Orders

11-17	Recreation	\$	10,000.00	Req 1462
-------	------------	----	-----------	----------

**TOTAL \$ 10,000.00**

**Total Amount Accounted For \$ 64,786.81**

TT-13-149

Facilities Services Department  
Bid 12-13-08

## CONTRACT FOR FUTURE SALES OF SERVICES AT A GUARANTEED PRICE TT-13-149

This contract is made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "PURCHASER") and **Phoenix Mechanical** (hereinafter "SELLER"), for a term of one year beginning on January 1, 2013 through December 31, 2013.

Subject to the terms and conditions hereinafter stated, Seller hereby agrees to sell to Purchaser, and Purchaser agrees to buy from Seller the following:

Services and materials as indicated on Bid No.12-13-08 referred to as **Attachment "A"**.

The terms and conditions of this Contract are as follows:

1. The price for all materials furnished by Seller under this contract shall be final.
2. The total maximum amount to be furnished by Seller under this contract is as needed by Purchaser's requirements.
3. Amendments: An amendment to this contract shall be in writing signed by both parties.
4. This contract includes and incorporates by reference all terms and conditions of Bid #12-13-08 (Attachment A) and SELLER's responsive bid.
5. Compensation. The SELLER shall bill the PURCHASER under this contract as follows: \$49.50 per hour for 1<sup>st</sup> technician and \$24.50 for each additional laborer for mechanical maintenance and \$49.50 per hour for 1<sup>st</sup> technician and \$24.50 for each additional laborer for plumbing maintenance and \$49.50 for per hour for 1<sup>st</sup> technician and \$24.50 for each additional laborer for electrical maintenance plus GRT. All materials used shall be billed at a 25% discount from purchase price.

Following receipt of Contractor's bill (which shall include, but not be limited to, receipts, time sheets, etc., as applicable), the Department responsible for this contract shall verify the billing and the services and bill are acceptable to the PURCHASER to certify it for payment to the Finance Department. 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 executed prior to the additional work being performed.

6. Release. SELLER agrees that, upon final payment of the amount due under this contract, SELLER releases the PURCHASER from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.

7. Deliverables. SELLER shall deliver, to the PURCHASER, all deliverables included within the scope of this contract no later than submission of SELLER's final bill.
8. Appropriations. This contract is contingent upon there being sufficient appropriations available. The PURCHASER shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the PURCHASER. If any deficiencies are noted during the review process, the SELLER shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination-Suspension. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.

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.

11. 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.



12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the Town, unless otherwise agree and SELLER shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the PURCHASER, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, SELLER shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the Town.
13. Status of Contractor. SELLER acknowledges that it is an independent SELLER and as such neither it, its employees, agents nor representatives shall be considered employees or agents of the PURCHASER, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of PURCHASER vehicles, or any other benefits provided to PURCHASER employees.
14. Non-Agency. SELLER agrees not to purport to bind the PURCHASER to any obligation not assumed herein by the PURCHASER, unless the SELLER has express written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by SELLER in the performance of this contract 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.
16. Worker's Compensation. SELLER acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the Town's policy. The SELLER agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the SELLER fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
17. Taxes. SELLER acknowledges that it, and it alone, shall be liable for and shall the applicable gross receipts taxes on all monies paid to it under this contract and that the PURCHASER shall have no liability for payment of such tax. SELLER also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the PURCHASER shall have no liability for payment of such taxes or amounts.
18. Records-Audit. SELLER shall keep, maintain, and make available to the PURCHASER 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 under this contract, SELLER shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the PURCHASER or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. SELLER agrees to defend, indemnify and hold harmless the PURCHASER from any and all claims, suits, and causes of action which may arise from its performance under

this contract whenever recognized, unless specifically exempted by New Mexico law. SELLER further agrees to hold harmless the PURCHASER from all personal claims for any injury or death sustained by SELLER, its employees, agents or other representatives while engaged in the performance of this contract.

20. Assignment & Subcontracting. SELLER 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.
21. Non-Discrimination. SELLER agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
22. Ethical Considerations and Licenses Required. SELLER shall maintain all necessary and appropriate licenses, including a New Mexico Contractor's license, throughout the term of this contract. SELLER shall abide by any standards of conduct applicable to SELLER's trade. Failure of any owner, partner, or major employee employed by SELLER to remain in good standing shall immediately render this contract voidable at the sole discretion of the PURCHASER, and, if declared voidable, all obligations of the PURCHASER to perform hereunder shall be nullified.
23. Required Liability Insurance. SELLER shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended).
24. Default by SELLER. In the event that SELLER defaults on any term or provision of this contract, the PURCHASER retains the sole right to determine whether to declare the contract voidable and/or SELLER agrees to pay the Town the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
25. Efforts to Cure. If the Town elects to provide the SELLER with notice to cure any deficiency or defect, the SELLER may have the time specified in the written "Notice to Cure" Authorization. Failure, by the SELLER, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No's. 10, 25, & 27 herein.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract 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.
28. 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 PURCHASER. Any legal proceeding brought against the PURCHASER, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.

29. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any SELLER to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

30. The contractor is responsible for ensuring that its employees operate and use safety equipment in all of their work. The contractor is required to follow all OSHA and state law safety standards. The Town has the unilateral right to shut the Contractor down if the Town or its representatives observe unsafe acts on the worksite.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date last written below.

**TOWN OF TAOS**

[Signature]  
Oscar Rodriguez, Town Manager

Date signed 12-13-2012

[Signature]  
Darren M Cordova, Mayor

Date 12-17-12

**SELLER:**

Bob Draper by Nancy Rescu  
Contractor

02-357840-008  
Contractor's GRT/CRS Number OR

85-0448655  
Contractor's Fed. Tax ID No. or SSN

Date signed 12/18/12

**ACCOUNTING APPROVAL:**

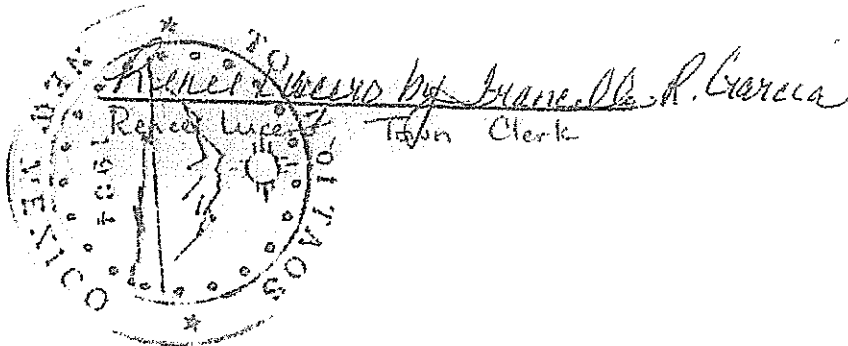
[Signature] for M5 Fambro  
Marietta S. Fambro, Finance Director

Budget Line Item: <sup>42005</sup> 50-16-44005  $\frac{1}{2}$  various departments  
Date signed 12/11/12

**APPROVED AS TO LEGAL FORM:**

[Signature]  
C. Brian James, Town Attorney

Date signed 12/10/12



## 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 ServiceContract # 77-13-149☒ Campaign Disclosure Form

Maturity Date: \_\_\_\_\_

☐ W-9 if new vendorVendor Name Phoenix Mechanical☐ CONTRACTOR LICENSE # \_\_\_\_\_☐ DOL REGISTRATION # \_\_\_\_\_

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

**Under \$5000**☐ Minimum 3 Solicitations**\$5000.01-\$10,000**☐ 3 written quotations minimum (Quotation Form, and written quotations attached)*Bus reg # 051'***\$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 kickbacksREQUESTED BY Valerie Mondragon ON 12/6/12CONTRACT # 77-13-149 ISSUED BY Cynder Perez ON 12/6/12PROCUREMENT REVIEWED BY Toni Tom ON 12-11-12AVAILABLE BUDGET REVIEWED BY Maritza S. Jamb ON 12/11/12*will be expensed by individual departments*

## 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 ServiceContract # TT-13-149 TT-14-117☐ Campaign Disclosure FormMaturity Date: 6/30/14☐ W-9 if new vendorVendor Name Phoenix Mechanical☐ CONTRACTOR LICENSE # \_\_\_\_\_☐ DOL REGISTRATION # \_\_\_\_\_

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

**Under \$5000**☐ Best Obtainable Price**\$5000.01-\$10,000**☐ 3 oral/written quotations minimum (Quotation Form, and written quotations attached)**\$10,000.01 - \$30,000**☐ 3- Written quotations on Company letterhead**\$30000.01-\$60,000 COORDINATE THROUGH PROCUREMENT OFFICE-INFORMAL PROCESS**☐ Specs&/Plans☐ Sealed Bid (CONSTRUCTION) 3- Sealed written quotes on Company letterhead (Non-Const)

#####  
**\$10,000 for Surveyors and Landscape Architects**  
**\$60,000 and over ALL other Professional Services, Non-Professional Services and BIDS**

☐ Bid/RFP # \_\_\_\_\_☐ Specs &/ Plans☐ Needs to be advertised at least 10 days prior to BID/RFP opening☐ Bid Bond, Payment Bond and Performance Bond required (FOR CONSTRUCTION SERVICES)☐ Construction contracts- Require **WAGE RATES** – Projects OVER \$60,000.00 (Required on projects over \$2,000 when using Federal monies- BOTH STATE WAGE RATES & DAVIS-BACON WAGE RATES)☐ For BID & RFP (Submission must be SEALED)☐ For BID & RFP (SEALED)- needs Council approval- **Date Approved** \_\_\_\_\_☐ For RFP (Professional Liability Insurance may be required)☐ For BID -Bidders Qualifications Statement☐ For BID -List of subcontractors (If Applicable-Sub-Contractors Fair Practice Act form)☐ For BID -Winning Contractor(s) requirement to attend Pre-Construction Conference (If Applicable)☐ **Bids over \$60,000.00 require proof of registration with the Department of Labor for both GC and Sub-contractors**☐ For BIDS & RFP- Change orders/Contract increases over \$25,000 must be approved by Town Council and include a recap cost to date.☐ For BIDS & RFP-Notice regarding kickbacksREQUESTED BY Valerie Mondragon ON \_\_\_\_\_CONTRACT # TT-14-117 ISSUED BY Cynda Perez ON \_\_\_\_\_PROCUREMENT REVIEWED BY [Signature] ON 10/17/13AVAILABLE BUDGET REVIEWED BY Maritta L. Luv ON 10/17/13



**October 22, 2013**

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**Title:**

La Tierra Landscaping Contract TT-14-124

**Summary:**

Consideration and possible approval of contract TT-14-124 in the amount of \$40,462 inclusive of gross receipts tax with La Tierra Landscaping for operations and maintenance work at the Taos Eco Park until June 30, 2014.

**Background:**

Approval of contract with La Tierra Landscaping to provide daily maintenance at the Taos Eco Park inside and outside the field, include grooming the artificial turf and all areas within the wood rail fence. This contract extends until the end of FY 2013-2014 the service that was started with a two-month contracted that started August 16. The contract being approved now was procured through an open bid process. La Tierra presented the only qualified bid.

**Attachments:**

Click to download

📎 [La Tierra Landscaping Contract TT-14-124](#)



Contract No. TT-14-124  
SB-02-PO1314  
Facilities Services Department

## TOWN OF TAOS SERVICE CONTRACT TT-14-124

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This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **La Tierra Landscaping** (hereinafter "CONTRACTOR") effective on this 16<sup>th</sup> day of October 2013.

**WHEREAS**, the TOWN has found it necessary to retain the services provided by CONTRACTOR; and

**WHEREAS**, the TOWN desires to engage CONTRACTOR to provide said 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.

- A. Provide maintenance at Taos Eco Park including the inside and outside field surface and all areas within the wood split rail fence.

**Daily Recurring Tasks:**

- Open Salazar Road gates and restrooms by 8:00am – Close at 8:00pm.
- Clean (blow/sweep): Parking lot, driveways, sidewalk, walking trail and bleachers; including snow removal.

**Weekly Recurring Tasks:**

- Remove all trash/litter around main building, field, graveled area, parking lot, driveway and bleachers.
- Remove weeds: main building, graveled area, trees, bushes, field fence, parking lot, walking trail, main entrance and all areas inside split rail fence.

**Additional Recurring Tasks (as required):**

- Servicing the restrooms (provide necessary products for maintenance including all paper products), report to TOT Buildings Superintendent any vandalism and broken hardware.
- Spray for bugs on plants, trim plants, trees and dead flowers, hand water trees/plants if irrigation system not operating.

**As Needed Tasks:**

- Graffiti removal from all grounds and buildings
- Repair plumbing problems due to vandalism or improper use unless a licensed contractor is required. (to be determined by the Town Building Superintendent).
- Restroom and grounds maintenance for Taos High School games and special events.
- Repair wind screen tears and metal clamps to fencing from normal wear and tear.

**Soccer Field:**

Clean and groom the artificial turf field surface and area inside the fence at the Taos Eco Park as required per FIFA certification specifications.

The contractor must be trained and certified to sweep and groom the artificial turf field currently installed at the Eco Park by the manufacturer, Shaw Sports Turf. **A copy of the Shaw Sports Turf Maintenance Certification must be submitted with quotation.** The contractor must use equipment recommended by the manufacturer. All work performed must be in the accordance to the maintenance manual provided by the manufacturer. The field must be kept in conditions that are in accordance with the Fédération Internationale de Football Association (FIFA) two stars or one star rating.

B. Services will be performed at: **ECO Park - 940 Salazar Road, Taos New Mexico**

2. Contact Person, Address & Phone.

A. CONTRACTOR'S contact persons for are contract is: **Federico & Yvette Ruiz**

B. The address and phone numbers are:

**5162 Salazar Road**

**Taos, New Mexico 87571**

**575-751-9883**

**latierralandscaping@hotmail.com**

3. Term. This contract shall terminate **June 30, 2014** unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

**Contractor should not begin work under this Contract before this Contract is signed by both parties and should not continue work after the Contract terminates unless the Contract has been amended in writing to extend the term. The TOWN is not required to pay CONTRACTOR under this Contract for any work performed before the Contract is entered into or after it has terminated.**

4. Renewal. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN and CONTRACTOR. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no services contract for less than \$25,000.00 including renewals or extensions, may exceed a total period of four years and no service contract for \$25,000.00 or more including any renewals or extensions, may exceed a total period of eight years (subject to exceptions stated in the statute).

5. Compensation.

A. The total amount payable to the CONTRACTOR under this Contract, including gross receipts tax and any expenses agreed to, as shown below, shall not exceed **\$40,462.13**. **This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.**



- B. The total amount for such services under this Contract, excluding gross receipts tax and any allowed expenses, shall not exceed \$37,400.00.
- C. Maximum Contract amount excluding GRT: \$37,400.00  
Gross Receipts tax rate: 8.1875%.  
Total maximum payable gross receipts tax amount: \$3,062.13.

The total maximum contract amount including taxes at the above rate and any expenses: **\$40,462.13**. If GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

- D. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.
  - E. CONTRACTOR must submit a detailed monthly statement accounting for all services performed and expenses incurred. If the TOWN finds that the services or expenses are not acceptable, 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 may take to provide remedial action. Upon certification by the TOWN that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the TOWN'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The TOWN shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
  - F. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
  7. Deliverables. CONTRACTOR shall deliver, to the TOWN, all "deliverables" included within the scope of this contract no later than submission of CONTRACTOR's final bill.
  8. Appropriations. This contract is contingent upon there being sufficient appropriations available. The TOWN shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
  9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
  10. Termination-Suspension. This contract may be terminated at will, by either party, with or

without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the Town Manager. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.

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.

11. 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.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) shall apply. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the TOWN.
13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, 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.

14. 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.
15. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract 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.
16. 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. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
17. 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 to it 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.
18. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN 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 under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract.
20. 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.
21. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities,

fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

22. Required Liability Insurance. CONTRACTOR shall maintain general liability insurance naming the Town of Taos as an additional insured in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 and shall maintain adequate professional liability (malpractice) insurance.
23. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the TOWN the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.
24. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or default, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No's. 10, 25, & 27 herein.
25. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
26. Scope of Agreement. This contract 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.
27. 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, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
28. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

**IN WITNESS HEREOF**, the parties have executed this Agreement as of the date last written below.

**CONTRACTOR:**

**TOWN APPROVAL:**

\_\_\_\_\_  
Contractor  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Mayor Darren M. Cordova

Title or Position: \_\_\_\_\_

\_\_\_\_\_  
Contractor's GRT/CRS Number OR

\_\_\_\_\_  
Contractor's Fed. Tax ID No. or SSN

**ACCOUNTING APPROVAL:**

Marietta S. Fambro  
Marietta S. Fambro, Finance Director  
Budget Line Item: **30-25-44005**

**ADMINISTRATIVE APPROVAL:**

\_\_\_\_\_  
Oscar Rodríguez, Town Manager

**ATTESTED TO BY:**

\_\_\_\_\_  
Renee Lucero, Town Clerk

**APPROVED AS TO FORM:**

\* C. Brian James  
C. Brian James, Town Attorney

\* Attorney will sign upon Council  
approval.

## 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 ServiceContract # TT-14-124☐ Campaign Disclosure FormMaturity Date: 6/30/14☐ W-9 if new vendorVendor Name La Tierra Landscaping☐ CONTRACTOR LICENSE # \_\_\_\_\_☐ DOL REGISTRATION # \_\_\_\_\_

SB 02 P01314

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

**Under \$5000**☐ Best Obtainable Price**\$5000.01-\$10,000**☐ 3 oral/written quotations minimum (Quotation Form, and written quotations attached)**\$10,000.01 - \$30,000**☐ 3- Written quotations on Company letterhead**\$30000.01-\$60,000 COORDINATE THROUGH PROCUREMENT OFFICE-INFORMAL PROCESS**☐ Specs&/Plans☐ Sealed Bid (CONSTRUCTION) 3- Sealed written quotes on Company letterhead (Non-Const)

#####

**\$10,000 for Surveyors and Landscape Architects****\$60,000 and over ALL other Professional Services, Non-Professional Services and BIDS**

- ☐ Bid/RFP # \_\_\_\_\_
- ☐ Specs &/ Plans
- ☐ Needs to be advertised at least 10 days prior to BID/RFP opening
- ☐ Bid Bond, Payment Bond and Performance Bond required (FOR CONSTRUCTION SERVICES)
- ☐ Construction contracts- Require **WAGE RATES** – Projects OVER \$60,000.00 (Required on projects over \$2,000 when using Federal monies- BOTH STATE WAGE RATES & DAVIS-BACON WAGE RATES)
- ☐ For BID & RFP (Submission must be SEALED)
- ☐ For BID & RFP (SEALED)- needs Council approval- **Date Approved** \_\_\_\_\_
- ☐ For RFP (Professional Liability Insurance may be required)
- ☐ For BID -Bidders Qualifications Statement
- ☐ For BID -List of subcontractors (If Applicable-Sub-Contractors Fair Practice Act form)
- ☐ For BID -Winning Contractor(s) requirement to attend Pre-Construction Conference (If Applicable)
- ☐ **Bids over \$60,000.00 require proof of registration with the Department of Labor for both GC and Sub-contractors**
- ☐ For BIDS & RFP- Change orders/Contract increases over \$25,000 must be approved by Town Council and include a recap cost to date.
- ☐ For BIDS & RFP-Notice regarding kickbacks

REQUESTED BY Valerie Mondragon ON \_\_\_\_\_CONTRACT # TT-14-124 ISSUED BY Cynda Perez ON \_\_\_\_\_PROCUREMENT REVIEWED BY CRH 10/17/13 ON \_\_\_\_\_AVAILABLE BUDGET REVIEWED BY Maritza S. Luel ON 10/17/13



**Town of Taos  
Invitation for Bids (IFB)  
Eco Park Maintenance  
September 20, 2013  
SB02-PO1314**

The Town of Taos hereby issues this Invitation for Bids for Eco Park Maintenance. Taos Eco Park is located at 940 Salazar Road, Taos, NM. The purpose of this bid is to solicit bidders who are able to provide maintenance at Taos Eco Park including the inside and outside field surface and all areas within the wood split rail fence from October 16, 2013 to June 30, 2014.

The Bids are due **2:00PM Local Time Tuesday, October 8, 2013** at the Procurement Office, Room 202, Town Hall, 400 Camino de la Placita, Taos, NM. Bid Opening will take place at the Procurement Office Town Hall Room 202.

For their bids to be considered, all bidders must comply with all of the terms and conditions set forth in the bidding documents, as defined below, and must fill out and timely submit all of required forms and information called for in the bidding documents.

The attached campaign disclosure must be signed and included with your response.

**SUBMISSION OF BIDS**

The Bid envelope shall be addressed at the front center of the envelope to:

TOWN OF TAOS  
ATTN: ANTONIO MARTIN,  
PURCHASING AGENT  
400 CAMINO DE LA PLACITA  
TAOS, NM 87571

**Each bid shall be submitted in a sealed envelope with a Project /Bid number, and the name and address of the bidder plainly marked on the outside of the envelope.**

Any cost incurred by the respondent in preparation, transmittal, presentation of any bid/ proposal or material submitted in response to this IFB shall be borne solely by the respondent.

A public log will be kept of the names of all Respondents that submit bids/proposals.

The Procurement Officer will review bids for completeness and compliance with requirements. If any bid submitted is deemed non-responsive, the Procurement Officer will notify the submitter in writing of such determination and the method of protesting that determination.

The Procurement Officer reserves the right to amend and/or cancel this request for bids prior to the time and date of the bid submission deadline, and the right to reject all offers submitted.

The Procurement Officer reserves the right to waive any minor or technical irregularities in any bid proposal that do not alter the price, quality or quantity of services, systems or items of tangible

personal property being offered and the right to reject any bid proposal mistakenly awarded as a result of clerical, arithmetical, or other error on the part of the Town of Taos.

The Procurement Officer reserves the right to correct any bid/proposal awarded erroneously as a result of a clerical error on the part of the Town of Taos.

The brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

**The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.**

### **SPECIFICATIONS**

Provide maintenance at Taos Eco Park including the inside and outside field surface and all areas within the wood split rail fence from October 16, 2013 to June 30, 2014.

Taos Eco Park is located at 940 Salazar Road, Taos, NM.

1. Daily Recurring Tasks:
  - a. Open Salazar Road gates and restrooms by 8:00 AM – Close at 8:00 PM.
  - b. Clean (blow/sweep): Parking lot, driveways, sidewalk, walking trail and bleachers; including snow removal.
2. Weekly Recurring Tasks:
  - a. Remove all trash/litter around main building, field, graveled area, parking lot, driveway and bleachers - Weekly.
  - b. Remove weeds: main building, graveled area, trees, bushes, field fence, parking lot, walking trail, main entrance and all areas inside split rail fence - Weekly.
3. Additional Recurring Tasks (as required):
  - a. Service the restrooms (provide necessary products for maintenance including all paper products), report to TOT Building Superintendent any vandalism and broken hardware.
  - b. Spray for bugs on plants, trim plants, trees and dead flowers, hand water trees/plants if irrigation system is not operating.
4. As Needed Tasks
  - a. Graffiti removal from all grounds and buildings.
  - b. Repair plumbing problems due to vandalism or improper use unless a licensed contractor is required (to be determined by the Town Building Superintendent).
  - c. Restroom and grounds maintenance for Taos High School games and special events. The current calendar is available at <http://taosecopark.com/events/>
  - d. Repair wind screen tears and metal clamps to fencing from normal wear and tear.
5. Soccer Field:
 

Clean and groom the artificial turf field surface and area inside the fence at the Taos Eco Park as required per FIFA certification specifications.

The contractor must be trained and certified to sweep and groom the artificial turf field currently installed at the Eco Park by the manufacturer, Shaw Sports Turf. **A copy of the Shaw Sports Turf Maintenance Certification must be submitted with quotation.**

The contractor must use equipment recommended by the manufacturer. All work



performed must be in the accordance to the maintenance manual provided by the manufacturer. The field must be kept in conditions that are in accordance with the Federation Internationale de Football Association (FIFA) two star or one star rating.

6. Liability insurance required – maintain general liability insurance naming the Town of Taos as an additional insured in an amount at least equal to the requirement set forth by the New Mexico Tort Claims Act, Sec 41-4-19, NMSA 1978 and shall maintain adequate professional liability insurance.

**BID FORM**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner to furnish all materials as specified in the Bidding Documents for the Contract Price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:  
**A.** the Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. 0 Title: N.A. Date: N.A.

**B.** the Bidder has familiarized himself with the nature and extent of the Bidding Documents, progress, performance, or furnishing of the Work;

**C.** the Bidder has given the Owner written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof is acceptable to the Bidder;

**D.** this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner;

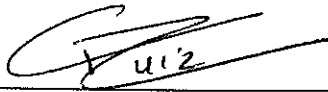
**E.** the Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Number, and Invitation to Bid Number; and,

**F** the Bidder will complete the Work for the following price(s) (**do not include any gross receipts tax in the price(s)**). Bid prices shall remain in effect for one (1) year. Bidder must bid all items at a price per item. Segregated bids will not be accepted.

Item	Description	Cost per month	Total (8.5 months)
1	Daily Recurring Tasks	1,200.00	10,200.00
2	Weekly Recurring Tasks	900.00	7,650.00
3	Additional Recurring Tasks	900.00	7,650.00
4	As Needed Tasks	400.00	3,400.00
5	Soccer Field	1000.00	8,500.00
		<b>Total Cost</b>	37,400.00

40,402.13

3. The Town of Taos reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
4. The Town of Taos reserves the right to award all or any portion of the bid.
5. The following documents are attached to and made a condition of this Bid:  
A. Campaign Disclosure
6. The Bidder is a(n):  
A. **INDIVIDUAL;**

By: Carlos F. Ruiz   
(Individual's Signature)  
Doing business as: La Tierra Landscaping  
Business address: 5162 Salazar Rd  
Taos, NM 87571  
Telephone: (575) 751-9883  
FAX: (575) 751-9883

**B. PARTNERSHIP:**

By: \_\_\_\_\_  
(Firm Name)  
(General Partner's Signature)  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
FAX: ( ) \_\_\_\_\_

**C. CORPORATION:**

Corporation Name: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS** applies to contributions made to the following Public Officials: **DARREN CORDOVA, MAYOR**

**COUNCIL MEMBERS:**

**RUDY C ABEYTA**

**ANDREW GONZALES**

**MICHAEL SILVA**

**FREDERICK PERALTA**

Contribution made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) made: \_\_\_\_\_

Amount(s) of Contributions(s) \_\_\_\_\_

Nature of Contributions (s) \_\_\_\_\_

Purpose of Contributions(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**OR**

**NO** CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)



To Whom It May Concern:

This is to certify that Federico Ruiz has been properly trained in the grooming techniques needed to maintain synthetic sports turf manufactured by Shaw Sportexe. Training was completed on 11/02/2011.

A handwritten signature in black ink that reads "Phil M. Stricklen". The signature is written in a cursive, flowing style.

Phil M. Stricklen, Ph.D  
Director of R&D  
Shaw Sportexe



**October 22, 2013**

---

**Title:**

Financial Update

**Summary:**

Presentation of the monthly financial report for the period ending September 30, 2013.

**Background:**

Submitted by (Marietta Fambro)

**Attachments:**

Click to download

📎 [September Financial Report](#)

## SEPTEMBER 2013 FINANCIAL REPORT

### General Fund

**Revenues** - The largest revenue sources for the General Fund are the Gross Receipts Tax (1 cent) and State Shared Gross Receipts Tax (1.225 cents). September's distribution for July's activity was up 5.04% over 2012. The most significant increase was in Accommodation and Food Services with an increase of \$42,991 over 2012. The total increases in all categories for the first quarter results in a year to date growth rate of 6.86% over the 2012-2013 fiscal year.

We have also received the Gross Receipts Tax revenues through October. Based on this information, we are now projecting an increase of approximately \$142,411 or 1.8% in Gross Receipts Tax revenues through the end of the fiscal year. This projection takes into consideration the unusually high receipts received in August for June's activity which was adjusted to a 3% increase (based on the annual average) rather than the actual 13.99% increase. We have also identified and reported an estimated shortfall of \$85,000 in Library Card fees. The projected increase and estimated shortfall result in a net increase of \$57,411.

**Expenditures** – Department expenditures continue as expected. We anticipate limited additional savings based on vacancies and will adjust accordingly at mid-year.

**Ending Balance** – The projected ending balance is \$1,476,304 which exceeds our reserve requirement of 30 days by an additional 20 days, for a total reserve of 50 days. This figure includes the net increase of \$57,411.

### Capital Projects

Notable expenditures for this month include \$16,097 for central dispatch relocation costs, \$63,928 for the purchase of the Airport Tractor with attachments, \$65,000 for a partial payment for the Airport Passive Aircraft Monitoring System and \$4,500 for the Town's match for the Fire Department's Quick Attach Truck the balance of which (\$120,500) was paid from the Fire Fund. New encumbrances include \$109,500 for the TCA roof repair, \$151,077 for Airport Runway design phase 1, and \$139,618 to replace Unit 44 including plow and spreader attachments.

<u>Projects</u>	<u>Budget</u>	<u>Spent YTD</u>	<u>Open PO's</u>	<u>Complete</u>
Facilities Fund 50	453,762	-	118,104	0%
Capital Projects Fund 51	1,101,137	53,297	118,601	5%
Airport Construction Fund 52	9,581,955	128,828	156,503	1%
Vehicle Replacement Fund 54	145,000	-	139,618	0%
Affordable Housing Fund 56	158,994	65,499	94,500	41%
1999 Gas Tax Acquisition Fund 59	3,246,087	68,499	557,741	2%
Utility Construction Fund 81	2,968,005	-	-	0%
<b>Totals</b>	<b>17,654,940</b>	<b>316,124</b>	<b>1,185,067</b>	<b>1.79%</b>

### Debt Service

All debt service transfers and accounts are on schedule to be paid in accordance with their respective covenant agreements.

	<u>Outstanding Principal July 1, 2013</u>	<u>Principal Payments</u>	<u>Interest Payments</u>	<u>Principal &amp; Interest*</u>
Rural Utility Service Revenue Bond	2,239,600	53,000	115,034	-
New Mexico Finance Authority Loans - Utility, Streets & Landfill	2,380,998	433,229	59,532	-
New Mexico Finance Authority Loans - Land & Eco Park	3,167,469	230,226	63,220	-
New Mexico Environmental Department Loan - WWTP-6-2031	1,200,000	60,000	-	-
Town Hall Bonds	5,245,000	280,000	215,826	-
<b>TOTALS</b>	<b>14,233,067</b>	<b>1,056,455</b>	<b>453,612</b>	<b>-</b>

\*Principal and interest amounts due within the next 30 days

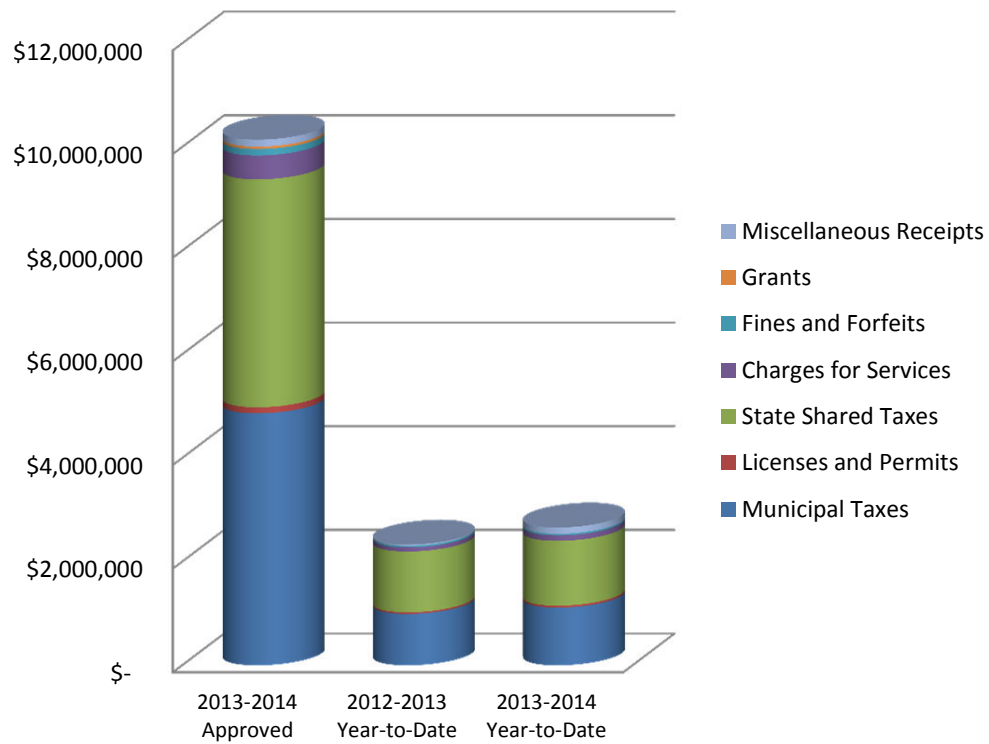
Retirement of Loans: Eco Park - May 2025; Town Hall - June 2025; Streets - May 2022; 20 Acres of land - May 2017; Rural Utility Services Revenue Bonds June 2031, 2029, 2022, 2021, 2040, 2033, 2035; Landfill 2014 & 2018

## FY 2013-2014 GENERAL FUND OPERATING BUDGET - Revenues-Expenditures YTD through -September 30, 2013

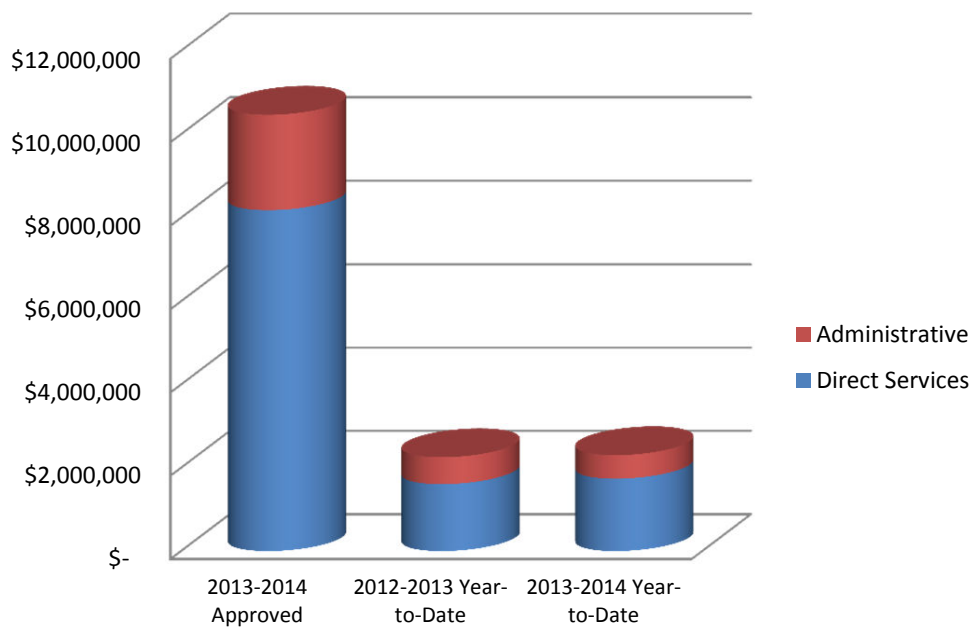
	FY 2013-2014 Approved Budget	FY 2012-2013 Year-to-Date Actuals	FY 2013-2014 Year-to-Date Actuals	Projected Year End
<b><u>Revenues</u></b>				
<b>Beginning Balance July 1, 2013</b>	<b>\$ 1,761,601</b>	<b>\$ 1,604,296</b>	<b>\$ 1,761,601</b>	<b>\$ 1,761,601</b>
<b>Revenues</b>				
Property Taxes	957,979	29,459	28,076	957,979
Franchise Taxes	374,357	22,107	78,196	374,357
Gross Receipts Tax (1 ¢)	3,531,797	943,634	1,008,480	3,595,815
<b><u>Licenses &amp; Permits</u></b>				
Business Registrations	44,440	7,255	3,015	44,440
Building Permits	45,450	12,221	27,004	45,450
All Other	26,678	10,202	6,763	26,678
<b><u>State Shared Taxes</u></b>				
Auto License Dist 60/40	71,325	16,614	16,728	71,325
State Shared Gross Receipts Tax (1.225 ¢)	4,326,451	1,155,952	1,235,388	4,404,874
<b><u>Charges for Services</u></b>				
Parking Meter Fees	0	28,341	0	0
Swimming Pool/Recreation	72,818	24,566	8,213	72,818
Convention Center Revenues	124,932	-	30,930	124,932
Library Fees	120,000	-	10,603	35,000
All Other	143,059	28,071	56,024	143,059
<b><u>Fines &amp; Forfeits</u></b>				
Court Fines	93,339	22,705	22,704	93,339
Library Fines	32,980	7,045	6,225	32,980
<b><u>Grants</u></b>				
State/Federal Grants	45,000	-	0	45,000
<b><u>Miscellaneous Receipts</u></b>				
Administration Fees	307,921	-	76,825	307,921
All Other	133,660	23,095	45,603	133,660
<b>Total Revenues \$</b>	<b>10,452,185</b>	<b>\$ 2,331,265</b>	<b>\$ 2,660,779</b>	<b>\$ 10,509,626</b>
<b><u>Transfers: In (Out)</u></b>				
Lodger's Tax Promotional - Marketing	-	(40,406)	-	-
Local Government Correction Fund	-	(26,012)	-	-
Community Grants (i.e. Eco Park)	(263,000)	-	-	(263,000)
Communications Fund	-	(65,673)	-	-
1/4 cent GRT Capital Improvements	-	-	-	-
Civic Center Fund	-	8,817	-	-
Facilities Improvements	(29,000)	-	-	(29,000)
Capital Improvements	-	-	-	-
Vehicle Replacement	-	-	-	-
Transportation Fund	-	-	-	-
Airport Fund	(21,305)	-	-	(21,305)
<b>Total Net Transfers \$</b>	<b>(313,305)</b>	<b>\$ (123,274)</b>	<b>\$ -</b>	<b>\$ (313,305)</b>
<b><u>Expenditures</u></b>				
Executive	\$ 595,195	\$ 132,996	\$ 97,586	606,755
Judicial	227,369	46,908	44,574	227,369
Finance	767,447	310,995	317,326	767,447
Police	2,880,717	520,557	689,842	2,880,717
Fire	607,602	145,870	132,804	607,602
Streets	831,588	172,452	184,106	831,588
Recreation	514,236	101,940	82,760	514,236
Fleet	222,882	55,472	35,931	222,882
Planning & Zoning	340,317	112,801	56,094	253,439
Library	565,365	128,248	111,478	565,365
Human Resources	280,603	52,426	49,798	280,603
Facilities	1,236,536	268,303	251,952	1,236,536
Town Council	284,707	68,403	60,933	284,707
Airport	141,436	28,927	30,743	141,436
Municipal Elections	15,303	-	0	15,303
Pool	392,954	70,892	70,824	392,954
Legal	298,774	38,131	43,808	374,094
Information Technology	278,582	-	43,506	278,582
<b>Total Expenditures \$</b>	<b>10,481,615</b>	<b>\$ 2,255,320</b>	<b>\$ 2,304,065</b>	<b>\$ 10,481,615</b>
<b>Ending Balance</b>	<b>\$ 1,418,866</b>	<b>\$ 1,556,967</b>	<b>\$ 2,118,315</b>	<b>\$ 1,476,304</b>



## Revenues



## Expenditures



**ALL OTHER FUNDS****FY 2013-2014 OPERATING BUDGET'S - Revenues-Expenditures - YTD through - September 30, 2013**

<b>Item</b>	<b>FY 2013-2014 Approved Budget</b>	<b>FY 2012-2013 Year-to-Date Actuals</b>	<b>FY 2013-2014 Year-to-Date Actuals</b>	<b>Projected Year End</b>
<b>Revenues</b>				
<b><u>Special Fund Revenues</u></b>				
Visitors Center	\$ 50,800	\$ 17,584	\$ 39,716	50,800
Public Transportation	506,810	71,161	85,410	506,810
Historic District	300,000	0	27,902	300,000
Communications	779,786	0	140,424	779,786
<b>Total-Special Fund Revenues</b>	<b>\$ 1,637,396</b>	<b>\$ 88,745</b>	<b>\$ 293,452</b>	<b>\$ 1,637,396</b>
<b>Expenditures</b>				
Visitors Center	\$ 644,412	\$ 158,151	\$ 92,945	644,412
Public Transportation	698,174	101,373	135,294	698,174
Historic District	300,000	0	8,425	300,000
Communications	743,792	110,412	128,946	743,792
<b>Total Special Fund Expenditures</b>	<b>\$ 2,386,378</b>	<b>\$ 369,937</b>	<b>\$ 365,610</b>	<b>\$ 2,386,378</b>
<b><u>Enterprise Funds Revenues</u></b>				
Municipal Tax	450,520	\$ 117,954	126,060	450,520
Water-Charges for Service	1,278,765	412,003	392,588	1,278,765
Wastewater-Charges for Service	1,659,960	466,894	500,735	1,659,960
Solid Waste-Charges for Service	1,290,895	313,212	324,819	1,290,895
Regional Landfill-Charges for Service	967,500	278,100	299,735	967,500
<b>Total-Enterprise Funds Revenues</b>	<b>\$ 5,647,640</b>	<b>\$ 1,588,164</b>	<b>\$ 1,643,937</b>	<b>\$ 5,647,640</b>
<b><u>Enterprise Funds Expenditures</u></b>				
Utility Billing	245,138	55,316	57,815	245,138
Water	956,491	113,004	132,927	956,491
Wastewater Collections	405,502	73,362	82,878	405,502
Wastewater Treatment	1,257,819	176,534	68,258	1,257,819
Solid Waste Recycling	254,280	240,522	53,408	254,280
Solid Waste Billing	1,064,545	169,330	56,833	1,064,545
Regional Landfill	742,770	145,778	133,820	742,770
<b>Total-Enterprise Funds Expenditures</b>	<b>\$ 4,926,545</b>	<b>\$ 973,845</b>	<b>\$ 585,939</b>	<b>\$ 4,926,545</b>



**October 22, 2013**

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**Title:**

Departmental Monthly Performance Reports

**Summary:**

The Town Manager will provide the Departmental Monthly Performance Reports.

**Background:**

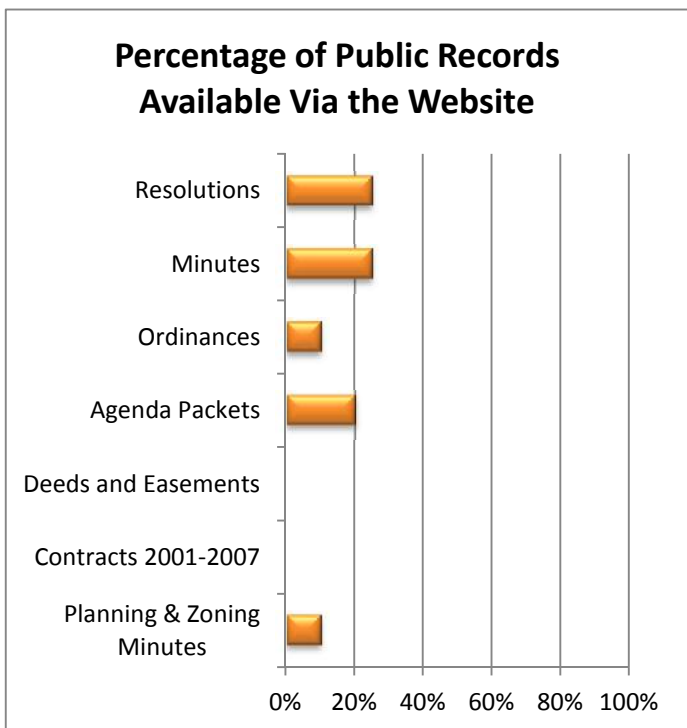
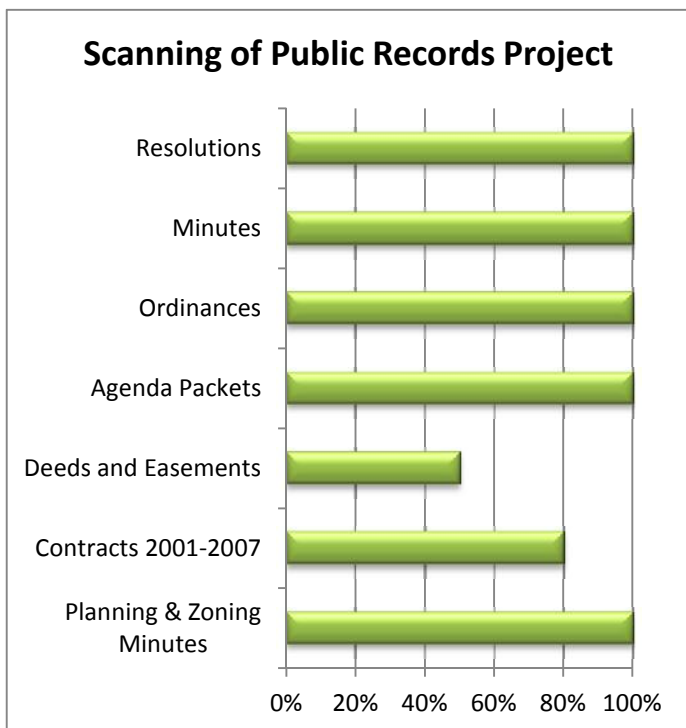
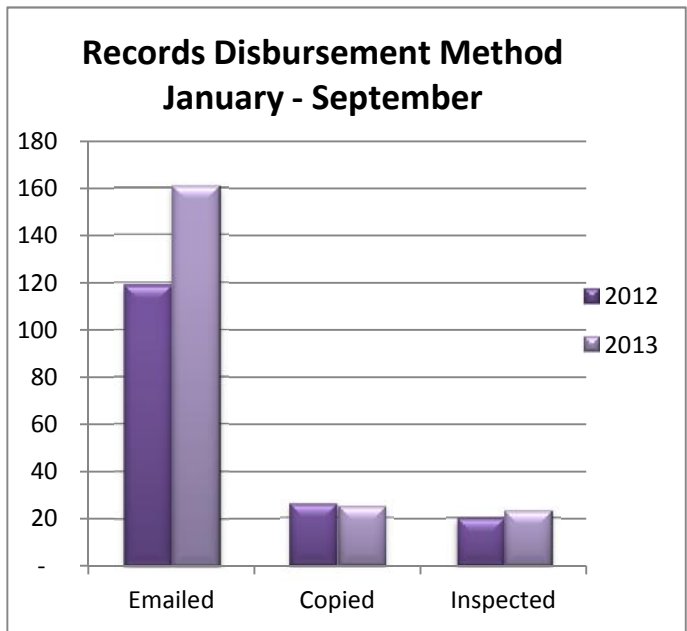
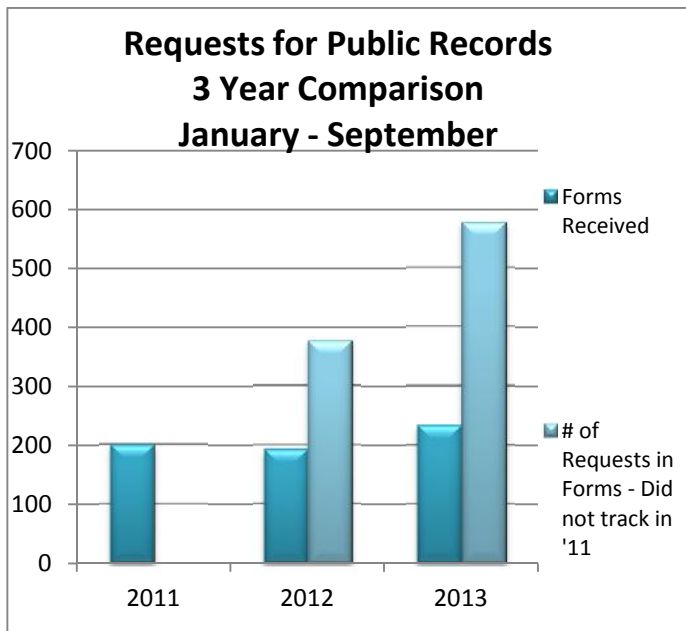
**Attachments:**

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- 📎 [Clerk](#)
- 📎 [Library](#)
- 📎 [Facilities](#)
- 📎 [Youth & Family](#)
- 📎 [Police](#)
- 📎 [Information Technology](#)
- 📎 [Marketing](#)

# TOWN CLERK'S PERFORMANCE REPORT

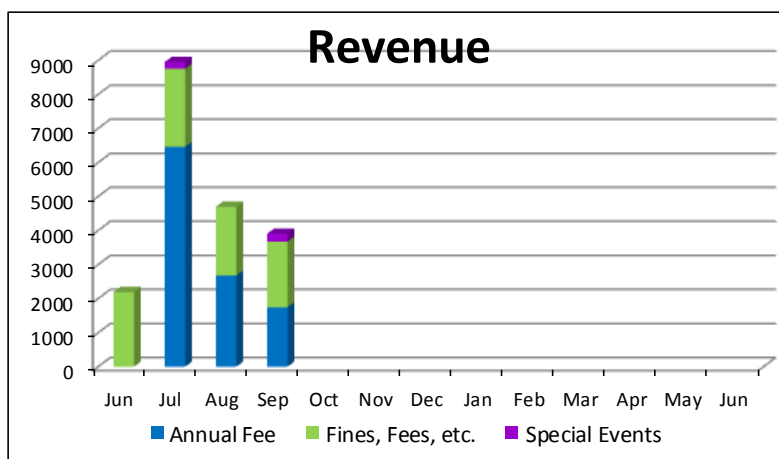
## Oct-13



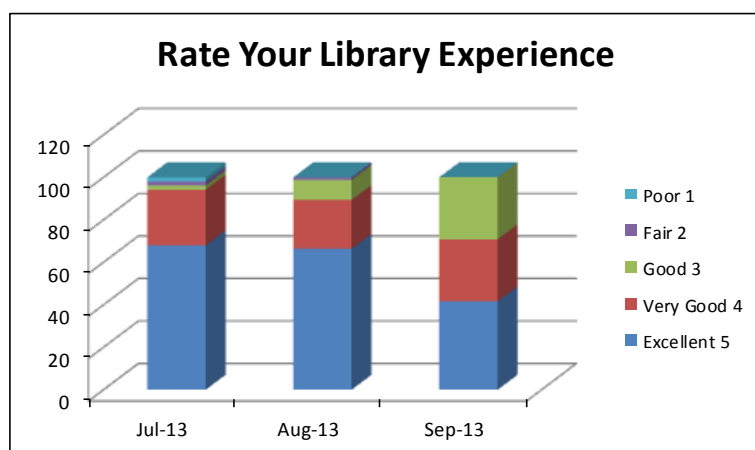
The Town Clerk's Office has been working diligently on Records Management, which includes scanning and indexing of public records as well as making them accessible on the Town's website. The two charts on the top indicate how the Requests for Public Records continue to increase every year. Our goal is to reduce the requests by having as many records as possible available on the Town's website. As we complete the projects listed on the bottom two charts, we believe the number of requests we receive will decrease.



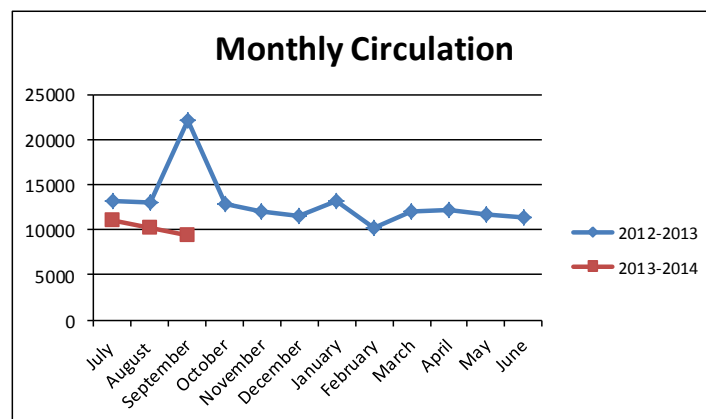
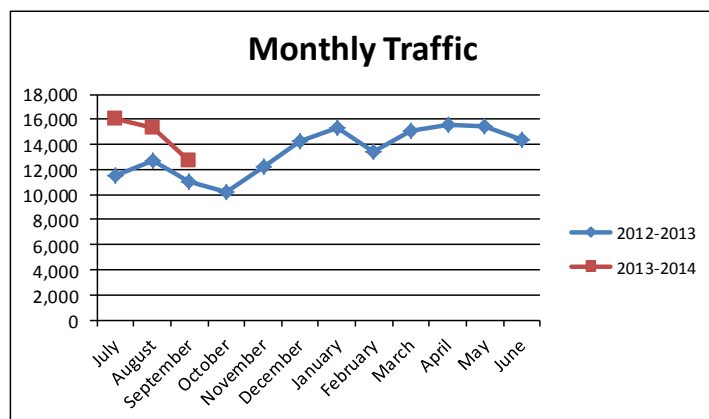
## Taos Public Library Monthly Department Evaluation September 2013



**Revenue:** Total revenue for September 2013 was \$3903.62. This is an increase of 160% from September 2012. Annual fee deposit was \$1745.00; \$1933.62 was deposited from overdue fines, fees, printing, and copying and 225.00 for Special events. Revenue has not been what was projected. This brings us to 15% of our goal of \$120,000.

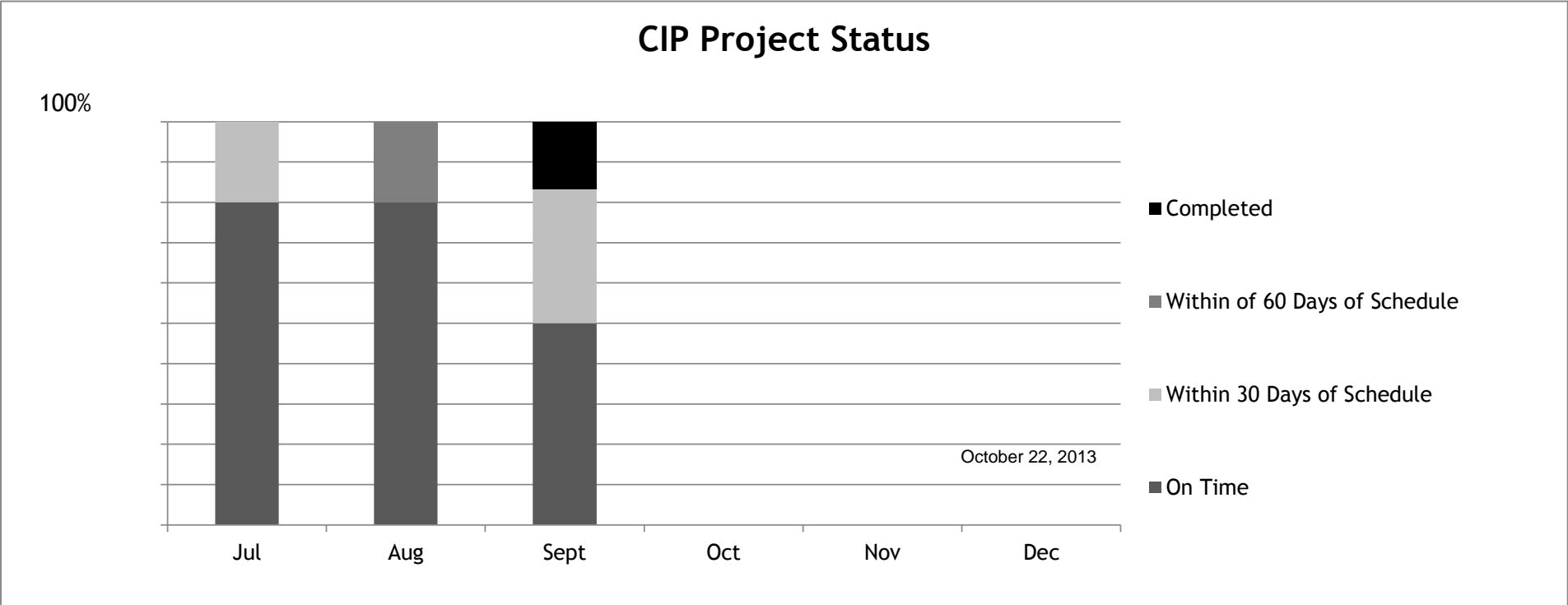


**Patron Approval:** Customer survey was started July 30<sup>th</sup>. Spot surveys data shows that users are generally satisfied with the library. Comments showed that our poor ratings were their disapproval of the Annual fee. Of those completing the survey in September 70.83% were adults and only 45.83% live inside the Town of Taos limits.

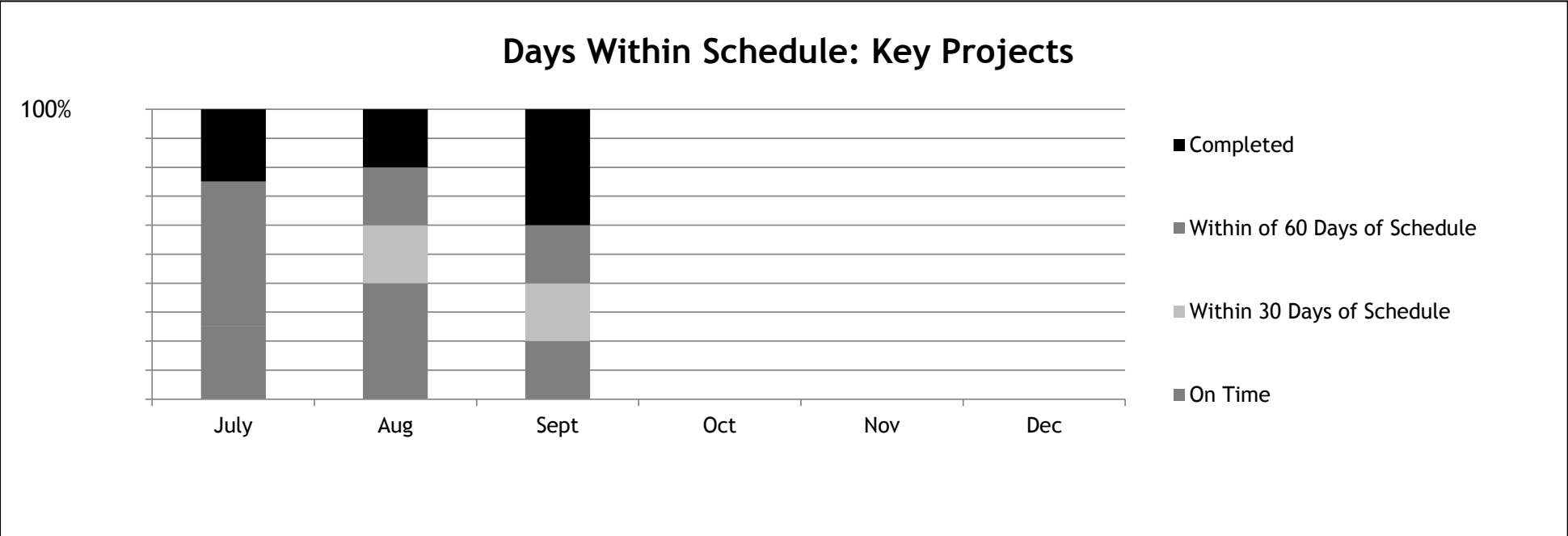


Annual fee has affected the monthly traffic count as well as circulation numbers. Even though traffic is up the trend is down. Lower card reactivation has affected monthly circulation numbers.

FACILITIES SERVICES DEPARTMENT - September 2013  
"Smarter, Faster, Better"



Projects: Kit Carson Park restrooms, Town Hall improvements, Taos Library roof, TCA roof replacement, Kit Carson Park irrigation pump replacement, Airport Terminal roof, Don Fernando/ Bataan Hall partial roof, Fred Baca Park wall removal and Eco Park phase II and Library HVAC



Projects: Renovate Town Hall/ relocate Police Department, New TCA roof, NMML Conference, survey, assess Town facilities, Improve work order system.

- Significant achievements for September:
- 1. TCA roof replacement completed
  - 2. Taos Fall Arts festival
  - 3. Support for ECC relocation

Significant Achievements Year to Date:

Tire Mulch replacement project at Kit Carson Park; 59 irrigation repairs; 61 trees planted; 24 of 24 performance evaluations completed; Taos Fiestas / Amigos de Taos support; relocated the Police department to Town Hall; hosted New Mexico Municipal League annual conference.

# Taos Youth and Family Center

## SEPTEMBER 2013

"It's the mission of the Taos Youth and Family Center to provide and support quality recreation and education experiences to the community."

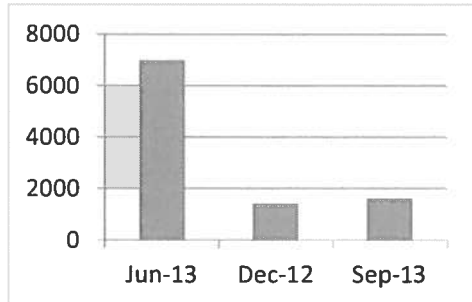
### Attendance (numbers generated based on attendance during last 12 months):

#### POOL

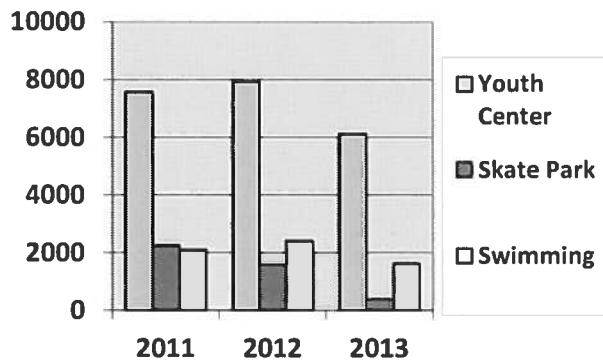
Peak utilization month: June 2013 at 6,999 users

Lowest utilization month: December 2012 at 1,427 users

Current months rank (based on last 12 months): 11<sup>th</sup>



3-year Attendance

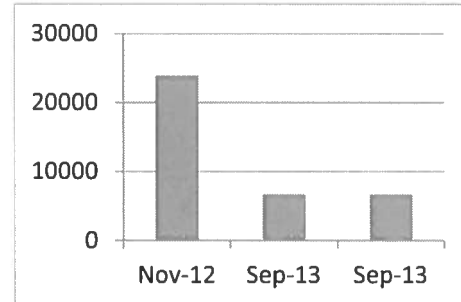


#### YFC

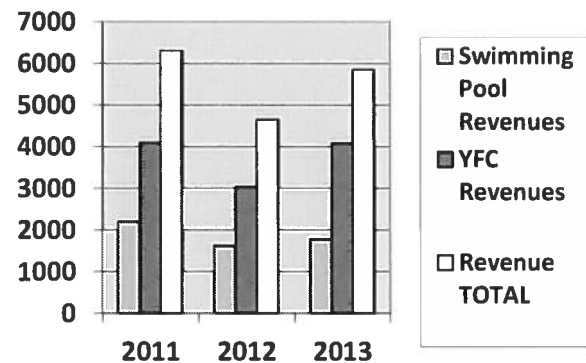
Peak utilization month: November 2012 at 23,950 users

Lowest utilization month: September 2013 at 6,709 users

Current months rank (based on last 12 months): 12<sup>th</sup>



3-year Revenue Totals



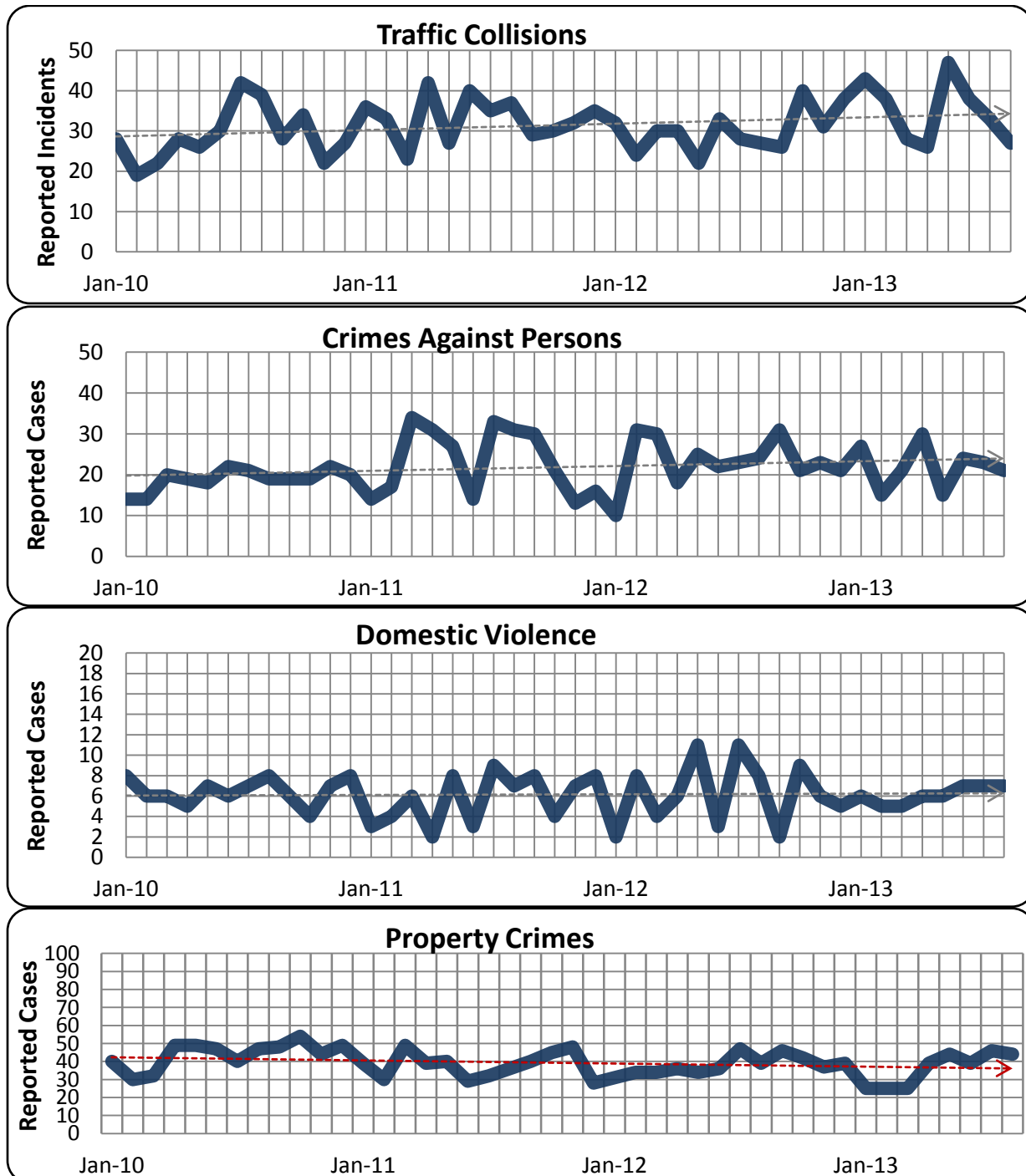
### Ongoing Projects and Performance Indicators:

Project/Indicator	Progress
Y&FC Annual Maintenance	90%
Pool Patio Project	95%
Ice Rink Compressors	90%
Operations Manual	60%
Monitor & Track attendance, revenues, and events	25%
Personnel Evaluations	100%
Budget Adherence	25%

### Customer Satisfaction Surveys:

Surveys are currently being collected and the first round of findings will be reported in October 2013's report.

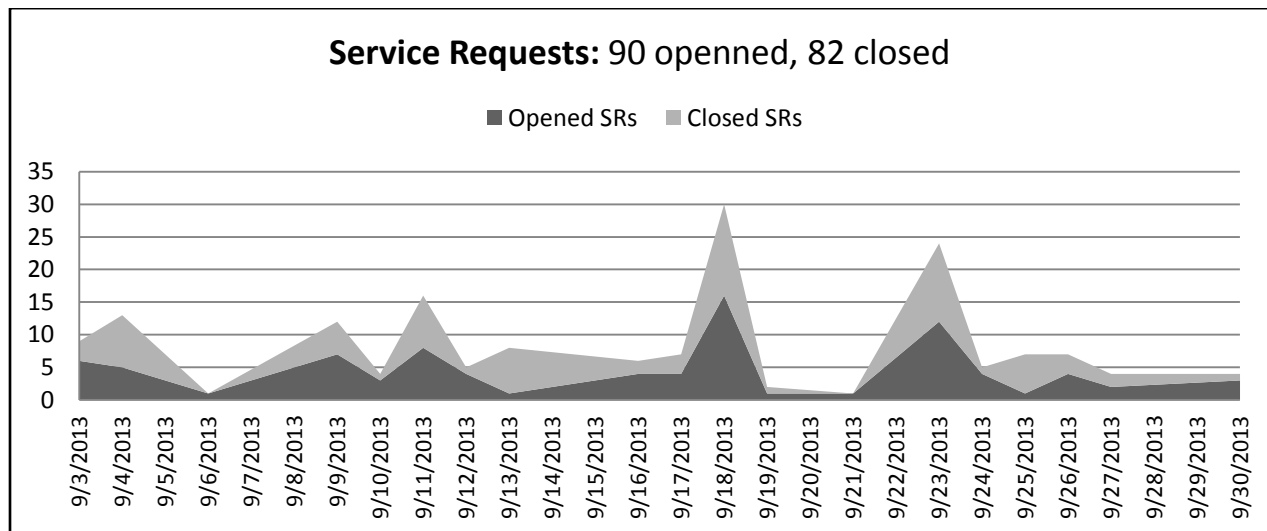
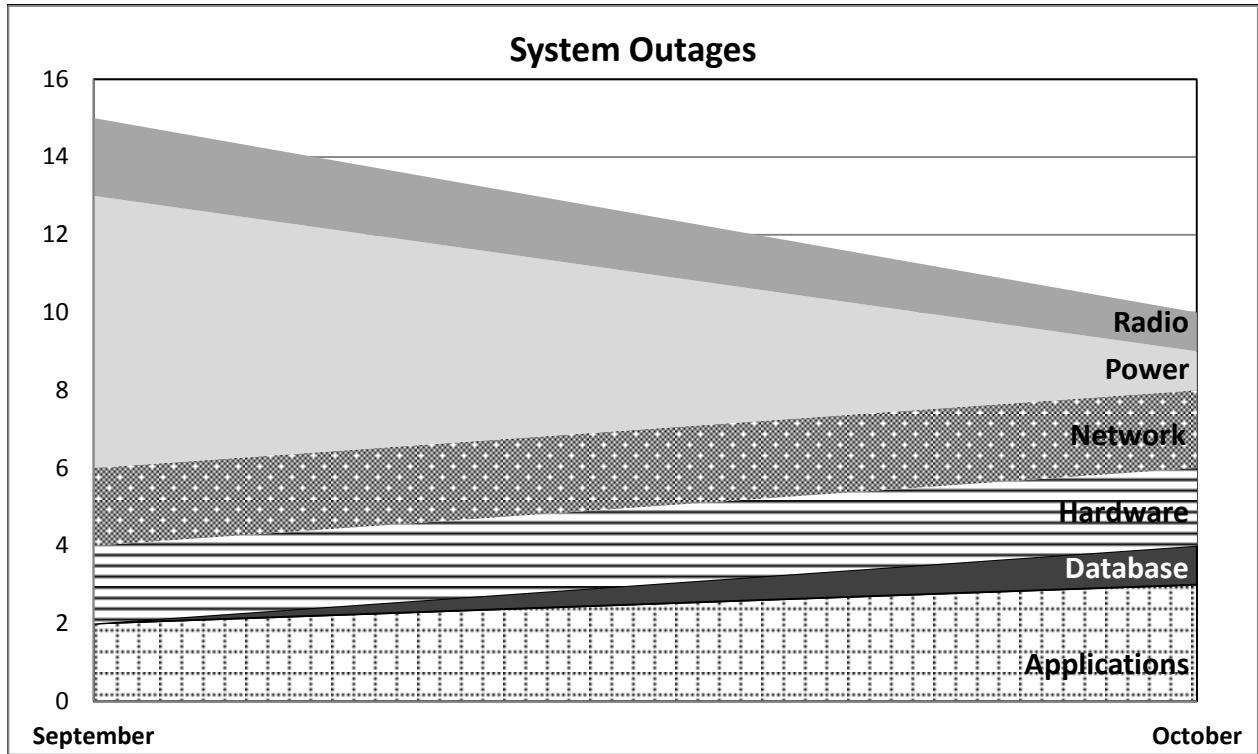
## POLICE DEPARTMENT MONTHLY REPORT: September 2013

**Highlights:**

- All items have been removed from the old Police Department
- Updating of policies and procedures continues
- Strategic planning has progressed to organizing community input
- Biennium training requirements projected to be completed by Dec. 2013



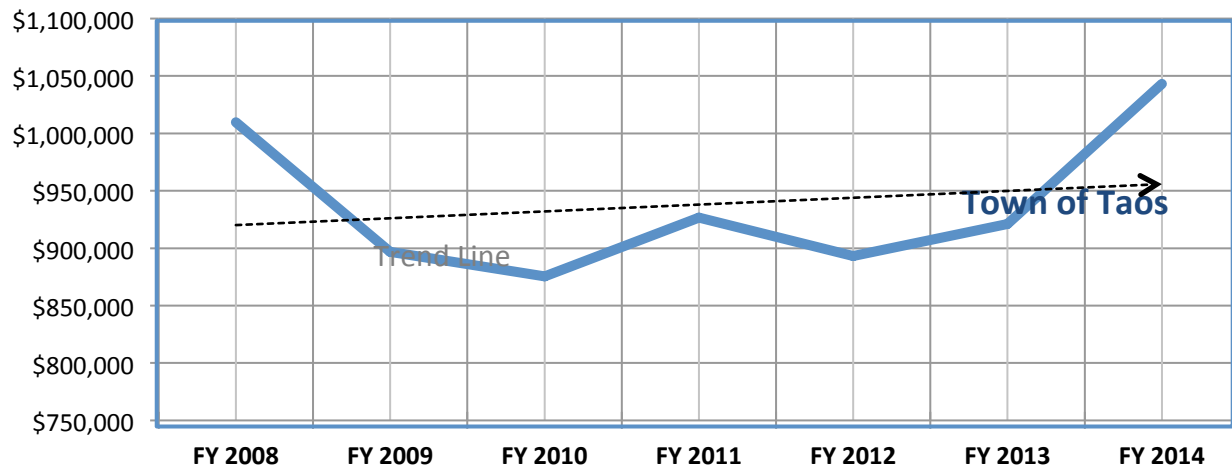
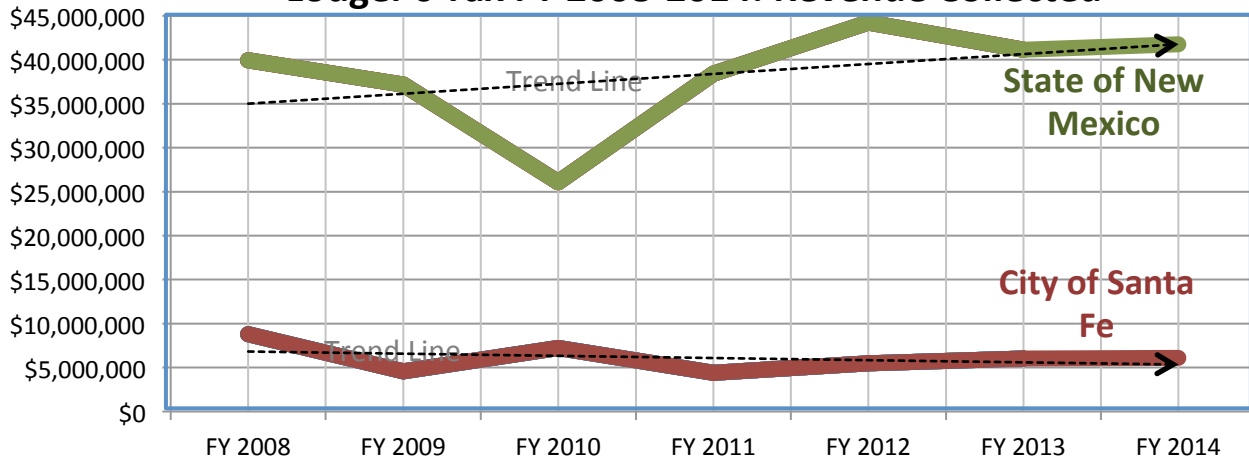
## Information Technology Department: September Performance Report



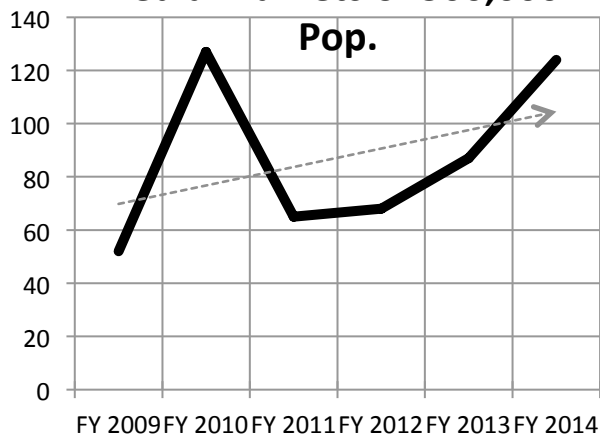
### Highlights

- The IT team has worked more than 200 hours in the ECC Network Adjustment this month

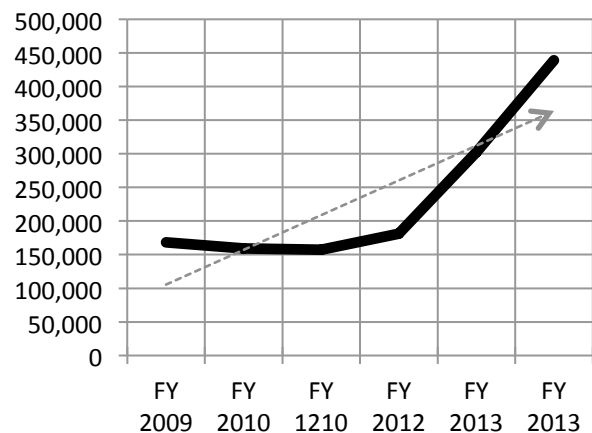
### Lodger's Tax FY 2008-2014: Revenue Collected



### Stories About Taos in Media Markets of 500,000+ Pop.



### Unique Visitors to [Taos.org](http://Taos.org)



Update Notes:



**October 22, 2013**

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**Title:**

Ordinance 13-14 Temporarily Suspending the Enforcement of Chapter 15.04

**Summary:**

Consideration and possible approval of Ordinance 13-14 temporarily suspending the enforcement of Town Code Chapter 15.04 et. seq. for a period of not less than six months nor more than one year to allow the Town to address the lack of a certified **Home Energy Rating System (HERS)** inspector in the community.

**Background:**

Section 15.04.040 to the Taos Building Code requires residential construction to obtain a HERS rating of 70 or better and commercial construction to obtain a **Leadership in Energy and Environmental Design (LEEDS)** rating of "certified" or better using at least three water conservation points or an alternative high performance design and construction standard with written approval from the code administrator and water conservation measures. The Code gives commercial projects the option of achieving the efficient energy goal through either LEEDS or HERS, but requires residential constructions to achieve this goal only through HERS. Apart from adding significantly to the cost of new construction, the HERS requirement on residential creates a hardship for builders when there is no certified HERS inspector available close by to do the necessary inspections, and currently there are no such inspectors in the entire county.

The Town can take various routes to addressing this situation, including recruiting a HERS inspector and/or amending the Code to allow residential the same options as commercial. Until this issue is resolved, however, residential builders have to go through extraordinary means to have their projects inspected, possibly having an impact on new housing construction. Staff recommends a moratorium on this section of the Code to allow time for the options to be studied and vetted by the local building community and Planning Commission.

**Attachments:**

Click to download

📎 [Ordinance 13-14](#)



## ORDINANCE NO. 13-14

**AN ORDINANCE PLACING A MORATORIUM ON ENFORCEMENT OF THE TOWN OF TAOS CODE SECTION 15.04 ET SEQ. IN ITS ENTIRETY FOR A PERIOD OF SIX MONTHS WHILE THE TOWN EVALUATES THE COST EFFECTIVENESS OF THE SECTION AND EXAMINES ALTERNATIVES THERETO**

**WHEREAS**, the Town of Taos (Town) has had Town Code provisions in Chapter 15.04 regarding building standards relating to energy efficiency and water conservation, the so-called High Performance Building Program (Program); and,

**WHEREAS**, the Town phased in the requirements for the implementation of the Program in Chapter 15.04 over a period of years to allow for an orderly transition from the previous building requirements to the new building requirements; and,

**WHEREAS**, the Town has collected information that provides some basis for evaluating the effectiveness of the Program imposed by Chapter 15.04; and,

**WHEREAS**, the Town has also acquired some experience with the monitoring and enforcement of the Program, including an option for a cash payment buyout from the requirements of the Program; and,

**WHEREAS** the Planning Department has conveyed to the Council the concerns of the local building community and contractors various concerns about the Program and its implementation; and,

**WHEREAS**, the goal of the Program was not to impede construction in the Town; and

**WHEREAS** the Town desires excellent building standards, sound water conservation and "green" building there is a substantial question as to whether the Program has been as effective as was hoped when the Program was implemented in achieving those results; and,

**WHEREAS**, the Council desires to consider the concerns of the Planning Department, the building community and local contractors regarding the Program and to evaluate if there are better alternatives to the Program available.

The Town of Taos does hereby impose a moratorium on enforcement of Town Code Chapter 15.04 et. seq. for a period of not less than six months nor more than one year to allow the Town to consider its most cost-effective options to achieve the goal of high quality building and water conservation standards relative to the High Quality Building Program and the options otherwise available to address the same issues.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of October, 2013, at the Regular Meeting of the Town Council by the following vote:

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

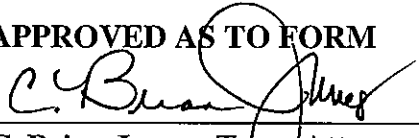
**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
**C. Brian James, Town Attorney**



**October 22, 2013**

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**Title:**

Resolution 13-41 Septage Discharge

**Summary:**

Consideration and possible approval of Resolution 13-41; A resolution revising the fees, policies, procedures, and regulations governing septage discharge at the Taos Valley Regional Waste Water Treatment Facility.

**Background:**

A notice of proposed adoption of Resolution 13-41 was published in the Taos News on October 17, 2013.

This proposed resolution will replace resolution 03-35 passed and adopted by the town council June 17, 2003. Since the adoption of the existing resolution the requirements established by the environmental department have changed and require a more stringent policies and procedures.

**Attachments:**

Click to download

 [Resolution 13-41](#)



### **RESOLUTION 13-41**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TAOS ESTABLISHING ADMINISTRATIVE POLICIES AND A FEE STRUCTURE PERTAINING TO ALL SEPTIC TANK WASTE TRANSPORTED FROM THE TAOS VALLEY FOR DISPOSAL AT THE TAOS VALLEY REGIONAL WASTEWATER TREATMENT FACILITY.**

**WHEREAS**, the Town Council of the Town of Taos recognizes the need to provide it's community and the citizens of Taos County with a means for the disposal and treatment of Septic Waste which is environmentally acceptable;

**NOW THEREFORE**, be it resolved, by the Town Council, the governing body of the Town of Taos, that:

- 1.) A septage discharge facility is established at the Taos Valley Regional Wastewater Treatment Facility, located at 182 Los Cordova's Road for the purpose of receiving septic waste from licensed and approved septic haulers.
- 2.) The policies and procedures contained herein shall be followed by all users of this facility.
- 3.) The charges, fees, and rates prescribed herein shall be charged to all users of this facility, and are subject to change as deemed necessary by the Town Council of the Town of Taos.
- 4.) The Town of Taos reserves the right to refuse service to anyone if the user fails to comply with the Policies, Procedures, Rules and Regulations as established herein, or if discharge of such waste poses a threat to the proper treatment of sewerage at the Taos Valley Regional Wastewater Treatment Facility. The fees listed in this resolution shall be in addition to any required by separate ordinance or resolution;

**BE IT FURTHER RESOLVED**, that the policies, procedures, regulations and fees listed herein have been established by the Town Council, the governing body of the Town of Taos as follows:

**Purpose:** The Town of Taos Septage receiving station has been constructed for the purpose of providing an environmentally safe and economical disposal site for the discharge of domestic and small commercial septic waste.

**Location and Hours of Operation:** The Septage receiving station is located at 182 Los Cordovas Road. The hours of operation for the Town of Taos Septage Discharge Facility are from 8:00 AM to 4:00 PM Monday thru Sunday and closed for Town observed holidays.

**Fees:** The discharge fees listed below will be charged based on the actual amount of discharge only if the truck is equipped with an adequate measuring device which has been inspected and approved by a designated representative of the Town of Taos. Any discharge from a truck not having an approved measuring device, will be charged based on truck tank capacity, regardless of the actual gallons being discharged.

Random sampling will be conducted on loads accepted at the septage receiving station, a budget for sampling will be established in the Waste Water Treatment Facility operating budget. in the event the septic hauler discharge an unacceptable load he/she will be billed for the testing and lab results not to exceed \$1500.00 per test and will lose their dumping privileges for up to one (1) year.

Fees for discharging septage waste will be as follows.

TANK CAPACITY	COST PER LOAD
1 - 2000 GALLONS	\$ 45.00
2001 – 3000 GALLONS	\$ 55.00
3001 – 4000 GALLONS	\$ 65.00
4001 – 5000 GALLONS	\$ 75.00

In the event of an after-hour emergency, the septic receiving station, upon proper notification will be made available for discharge. A service fee of \$100.00 per visit will be assessed to the respective account. Emergency contact number is 575-770 2021.

Emergency is defined as:

A septic spill that poses an immediate risk to health, life, property and or environment.

All fees may be subject to change when viewed as necessary by the Town Council of the Town of Taos.

**Account start-up Procedures:** Any Septage hauler wishing to utilize the discharge facility will be required to set up an account at the Utility Billing Office located at 400 Camino de la Placita. Septage haulers will be charged a deposit of \$250.00 to activate their account. Septic Haulers, who have previously established accounts with the Town of Taos for Septic Discharge, will not be required to pay new account deposits. Users will be billed on a monthly basis for the total number of loads discharged during the billing period. All Septage haulers must provide proof of current discharge permit, appropriate State of New Mexico licensing and insurance in order to set up an account for discharging waste. Companies conducting business with the Taos Valley Regional Wastewater Treatment Facility will be required to obtain and renew a business license with the Town of Taos on an annual basis.



**Fines for Violations:** This facility has been provided as a service to the community, any misuse or fraudulent use of this facility is subject to fines up to \$5,000.00 and/or revocation of discharge privileges. Fines for any violation to the discharge policies and procedures may be invoked on both the owner and his/her representative when in the opinion of the Town of Taos; the haulers representative knowingly violated the policies and procedures for discharging septic waste.

**Vehicle Inspections:** Any truck discharging at this facility must be inspected to verify size of tank and to insure that no leaks are present prior to allowing the vehicle in question to use this facility. All trucks must have the Company name and tank capacity displayed and clearly visible on the unit. Proof of appropriate permits, licensing and insurance must be kept on each vehicle and made available for inspection upon request. All trucks using this facility are subject to inspection at any time by a representative of the Town of Taos or CH2MHILL. Any vehicle failing to pass inspection will not be allowed to use this facility until all deficiencies are corrected.

**Manifests:** Manifests must be filled out for each pump location and must be submitted to the Town official (CH2MHILL) at the time of discharge. All discharge records will be kept on file and are subject to review by the New Mexico Environment Department. Blank Manifest forms are available at the Town of Taos, Wastewater Treatment Plant. Any falsification of manifest information shall be considered a gross violation and is subject to immediate revocation of privileges and a fine for the maximum allowed by law. Anyone caught committing such a violation will also be reported immediately to the New Mexico Environment Department with a recommendation for severe action by that authority.

**Liability Insurance Requirements:** Prior to discharging septic waste at the designated location, septic haulers must maintain and have available for inspection, proof of liability insurance in an amount at least equal to the minimum requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended and specified herein) and name the Town of Taos as additional insured on the policy.

- 1.) The sum of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of a single occurrence; and
- 2.) The sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and
- 3.) The sum of four hundred thousand (\$400,000) for any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically related expenses as permitted under the Tort Claims Act; or
- 4.) The sum of seven hundred fifty thousand (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence.

**Indemnification:** The Septic Hauler and his/her representatives agree, to the fullest extent permitted by law, to indemnify and hold the TOWN harmless from damages and losses arising

from the negligent acts, errors or omissions of the Septic Hauler or his/her representatives in the use of this facility, to the extent that the Septic Hauler is responsible for such damages and losses on a comparative basis of fault and responsibility between the Septic Hauler and the TOWN. The Septic Hauler is not obligated to indemnify the TOWN for its own negligence. The Septic Hauler further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by the Septic Hauler, his employees, agents or other representatives while engaged in the performance of this contract.

**Subcontractors:** Subcontracting services under a discharge permit or account is not permitted. Such subcontractors will not be allowed to use the Septic Discharge Facility until the subcontractor meets all the conditions set forth herein and operate under his/her own service account with the Town of Taos.

**Acceptable waste:** Domestic wastes from residential and commercial septic tanks are permitted for dumping at the designated receiving site.

**Non-acceptable waste:** Any liquid or vapor having a temperature exceeding 150 degrees, any waste containing fifty parts per million in weight of fat, oil or grease, any waste containing a ph. lower than 5.5 or higher than 9 or having corrosive properties capable of causing damage or hazard to structures, equipment or personnel, any waste containing toxic, radioactive or poisonous substances in sufficient amounts to injure or interfere with treatment or constitute a hazard to humans or animals, any sand or grit, any garbage hazardous waste, industrial waste, toxic waste, petroleum products and chemical waste are prohibited from dumping into the Town of Taos sewage disposal site. Septic haulers must make alternate arrangements for disposing of non-acceptable waste materials listed herein.

Any hauler wishing to discharge waste(s) not listed herein must receive prior approval from the Town of Taos, Wastewater Treatment Plant Manager before discharging at the designated site. If you are uncertain about the type of waste you are proposing to discharge please contact the Town of Taos Wastewater Treatment Plant at (505) 758-8401, or the Utilities Department at (505) 751-2047 or you may visit our office at 1030 Dea Lane between the hours of 8:00AM and 5:00PM Monday thru Friday.

**Limitations to Service Area:** The Town of Taos recognizes the need to provide this service to our community and surrounding area, however due to concerns with controlling the discharge to this facility, the service area will be limited to waste produced within Taos County and certain approved locations in the immediate surrounding area. Waste produced outside of the service area will not be accepted at this facility. Septic haulers must make other arrangements for disposing of such septic waste. The Taos Valley Regional Waste Water Treatment Facility will only accept a maximum of 10,000 gallons of septic per hauler per day and 30,000 gallons of septic waste combined per day.

**Unloading Procedures:** Drivers must report to the Taos Valley Wastewater Treatment Facility, located at 182 Los Cordovas Road to log in loads, at which time they will be accompanied to the Septage Receiving Site for unloading. Septic Haulers are responsible for cleaning up all spills and for following all safety procedures while using this facility. A yard hydrant will be available

at the discharge site for rinsing tanks. Washing trucks is prohibited at this site. Anyone abusing the use of this hydrant is subject to revocation of privileges. Each hauler must provide a garden hose and spray nozzle for any clean up required after discharging of septic waste, The Town of Taos nor its contractor will not provide hoses for cleanup.

Any Septic Hauler causing damages to Town of Taos property will be billed for repairing said damages and are subject to fines if said damages were a result of abuse or negligence. Any violation(s) to the discharge regulations will result in citations and possible revocation of discharge privileges.

**All Policies, Procedures and Fee's described herein are subject to change at the discretion of the Town of Taos.**

**PASSED, APPROVED and ADOPTED**, this 22rd day of October, 2013, at the Regular Meeting of the Town Council by the following vote:

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

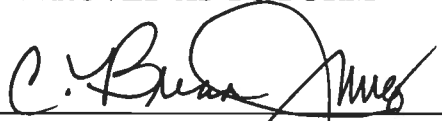
## TOWN OF TAOS

\_\_\_\_\_  
Darren M. Cordova, Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Renee Lucero, Town Clerk

  
C. Brian James, Town Attorney

**Acknowledgment of Receipt of Policies and Procedures Governing the Use of the Town of Taos Septic Receiving Facility.**

I the undersigned representative for \_\_\_\_\_, acknowledge receipt of the Policies and Procedures governing the use of the Town of Taos Septage Receiving Facility, and agree to comply with all the terms and conditions listed herein while using this facility. It is further understood and agreed, that it shall be the responsibility of the undersigned septic waste hauler to inform any employee or representative of said hauler of all policies,

procedures, rules, regulations and fees related to the use of this facility. Failure to inform his/her employees shall constitute a violation and is subject to revocation and/or fines as outlined in the Policies and Procedures.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_



**October 22, 2013**

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**Title:**

Appointment of Airport Advisory Board Members

**Summary:**

Appointment of Lindsay Webb to the Airport Advisory Board to replace resigning member Ken Blair, and reappointment of Tim Cottam and Mark Fratrack, whose terms expire in October 2013. These appointments will expire in October 2015 in accordance with Town Code 2.12.020.

**Background:**

Submitted by John Thompson, Airport Manager.

**Attachments:**

[Click to download](#)

No Attachments Available



**October 22, 2013**

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**Title:**

Joint Powers Agreement for Dispatch Services

**Summary:**

Discussion of Joint Powers Agreement between the Town of Taos, Taos County, Village of Questa and Village of Taos Ski Valley for consolidated dispatch services.

**Background:**

**Attachments:**

Click to download

📎 [JPA FOR DISPATCH SERVICES](#)

**DRAFT JPA BASED UPON THE SAN JUAN COUNTY JPA FOR 911 SERVICES AND  
INCORPORATING THE TAOS COUNTY REVIEW COMMENTS FROM MARCH 5,  
2013, SEPTEMBER 2, 2013 and the APPLICABLE POINTS FROM THE DRAFT  
MEMORANDUM OF UNDERSTANDING FROM SEPTEMBER 20, 2013**

**DRAFT DATED 10/4/13**

**JOINT POWERS AGREEMENT PURSUANT TO NMSA 1978 § 11-1-1 to 11-1-17 and  
NMSA 1978 § 63-9D-1 to 63-D-11 TO PROVIDE FOR CONSOLIDATED LAW  
ENFORCEMENT, FIRE, AND EMERGENCY MEDICAL SERVICES  
COMMUNICATIONS IN TAOS COUNTY**

This Joint Powers Agreement (Agreement) is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Taos, New Mexico, a New Mexico municipal corporation (County), the Town of Taos, New Mexico, a municipal corporation, the Village of Questa, New Mexico, a municipal corporation, and the Village of Taos Ski Valley, New Mexico, a municipal corporation (collectively the "Parties" separately "Party").

**NOW THEREFORE**, the parties agree as follows:

**1. GENERAL PROVISIONS**

- 1.1. **PURPOSE** - Pursuant to the provisions of the Joint Powers Agreement Act, 11-1-1 to 11-1-7 NMSA 1978 and the Enhanced 9-1-1 Act 63-9D- 1 to 63-9D-11 NMSA 1978 (Statutes), the Parties agree that a separate legal entity known as the Taos Emergency Communications Center (the Authority) shall be organized and empowered as set forth herein.
- 1.2. **LEGAL AUTHORITY** - The Parties agree that, by execution of this Joint Powers Agreement (Agreement), they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties authorized in the Acts and delegated hereunder and will obtain such approvals as are required by the State of New Mexico.
- 1.3. **LIABILITY** - By entering into this Agreement, none of the Parties shall be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the Parties hereto and is not intended to modify, in any way, the Parties' liabilities as governed by federal, state, local, or common law and the New Mexico Tort Claims Act. The parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act. Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of

officers, agents or employees of any of the Parties to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11 -1-1 to 11-1 -7, NMSA 1978 or Enhanced 9-1-1 Act 63-9D- 1 to 63-9D-11 NMSA 1978.

- 1.4. SERVICE AREA - The service area for the consolidated communication and dispatch services referenced herein is the area served by the existing Public Safety Access Point (PSAP) pursuant to the previous JPA created by the Parties hereto for 911 services. The service area is hereinafter referred to as the "Region". Nothing in this Agreement shall limit the ability of the Authority to expand this Region as necessary or to provide communication and dispatch services to other eligible entities ("customers") outside of the service area designated in this Agreement, as approved by the Authority's Board of Directors.
- 1.5. FINANCIAL PARTICIPATION - Each party shall timely make the annual financial contributions, payable quarterly in equal amounts as set forth in this Agreement to operate the Authority subject to the availability of funds. Failure to timely make all of the annual financial contributions, including failure to pay the Base Fee, will result in suspension of the non-contributing or under contributing Party's voting privileges, removal from the Board or such other sanctions as may be imposed by the Board until the Party's contributions to the Authority are brought current. For the initial two calendar year term of this Agreement, no rent, no common space fees, and no building or property maintenance fees shall be charged to the County, Questa or Taos Ski Valley. For the first two calendar years the Village of Questa and the Taos Ski Valley shall contribute the same amount they have been allocated to contribute for the past three fiscal years. The rent, common space fees, and building or property maintenance fees costs shall be the sole responsibility of the Town for two calendar years and shall be exclusive of the operational costs of the E911 and emergency dispatch operation. Thereafter, unless modified by the JPA Board, the financial contribution of the Town and the County to the operating cost of the E911 and emergency dispatch operation shall be as set out in this paragraph. The County's annual financial contribution shall be the lesser of \$371,000 or 55% of the annual operating expenses less all other revenues legally available for the payment of operating expenses. The Town's annual financial contribution shall be the lesser of \$371,000 or 45% of the annual operating expenses less all other revenues legally available for operating expenses. Any common space fees, and no building or property maintenance fees identified above as being the responsibility of the Town shall not be included as annual operating expenses for the initial two calendar years of this Agreement. The budget for the new JPA shall not exceed \$742,000 annually for the first calendar two years of operation under this JPA unless recommended by the Board of Directors and thereafter as formally approved through their respective budget processes by the governing bodies of both the Parties.



## 2. BOARD OF DIRECTORS

2.1. BOARD MEMBERS - The Board of Directors of the Authority, (the “Board”) shall consist of at least eight members as follows:

- A. Taos County Sheriff
- B. Town of Taos Police Chief
- C. Village of Taos Ski Valley Public Safety Director
- D. Village of Questa Police Chief or Fire Chief
- E. Taos County Fire Chief
- F. Town of Taos Fire Chief
- G. Taos County Emergency Management Director
- H. Taos County EMS Director,
- I. Other public safety directors from the service area or new members to the JPA, including US Forest Service and Bureau of Land Management, as approved by the Executive Committee of the Board.

These members shall make up the General Body of the Board and shall have equal voting weight.

2.2. EXECUTIVE COMMITTEE – There shall be an Executive Committee of the Board made up from members of the General Body whose only duty will be to appoint and remove the Executive Director, approve the operating and capital budget proposed to the Parties’ governing bodies, appoint the Fiscal Agent for the Authority, and add new members to the General Body and Executive Committee has provided herein. The Executive Committee shall consist of one representative of each Party, and shall be designated as a member of the Executive Committee by his/her respective governing body. Each member shall have one vote.

In the event the number of Party representatives is even, the Executive Committee shall appoint an extra member from General Body by unanimous vote. This individual shall be an adult resident of the Service Area who is knowledgeable of telecommunications technology and service delivery. Should the Authority admit a new partner in the future, this partner will add a new member to the Executive Committee who will replace the community representative.

2.3. APPOINTING AUTHORITY - Each member of the Board representing a Party to the Agreement shall be appointed by their respective governing body.

2.4. TERM OF OFFICE - The term of office for members of the Board shall be at the discretion of the governing body appointing them, unless the member is removed for cause pursuant to this Agreement. A Board member shall serve until their successor has been appointed and provides the Board with a resolution of appointment by their governing body.

2.5. VACANCIES - In the event of the death or resignation of an appointed Board member, three consecutive absences, or an annual attendance rate of less than 70% from properly

noticed meetings, the Board Secretary shall notify the appointing entity and the Board of Directors that appointed the member, and that entity shall appoint a replacement for that appointed director. A vacancy shall not deprive the Board of its ability to conduct business due to a lack of quorum.

- 2.6. **OFFICERS** – At their first meeting, the General Body and Executive Committee of the Board shall elect one of its members as Chairperson. They shall also elect another one of its members as Vice-Chair, to serve in the absence of the Chairperson. Each body shall also choose a Board Secretary, or shall designate the Authority Executive Director, or their designate, to fulfill the duties of Board Secretary. Officers shall be elected to a one (1) year term, concurrent with the Authority's fiscal year. A special election shall be held at the next regularly scheduled meeting of the Board, or at a special meeting of the Board prior to the next regularly scheduled meeting, if there is a vacancy in an office prior to the expiration of a regular term of office.

### **3. GENERAL POWERS OF BOARD OF DIRECTORS**

- 3.1. **DAILY OPERATIONS** - The day-to-day affairs and general business and operation of the Authority shall be the duty of the Executive Director.
- 3.2. **POLICIES AND PROCEDURES** - The Board shall review, approve and adopt all By-Laws and such operational Policies and Procedures as it deems necessary for the operation of the Board and the Authority. The By-Laws of the Authority shall be timely reviewed by the legal counsel of the Parties to this Agreement prior to adoption by the Board.
- 3.3. **MEETINGS** - The Board shall publish notice and convene a regular session of business in compliance with the Open Meetings Act of the State of New Mexico. The Board shall publish an annual meeting calendar within 30 days of its first meeting of the Authority's fiscal year. Meetings shall be held on the second Thursday of every month, or at such other times and dates as shall be determined by the Board. If there is no business to be conducted in a given month, the Chairperson may determine that no meeting will be held, but the Board of Directors shall meet at least three (3) times quarterly during each fiscal year.
- 3.4. **SPECIAL MEETINGS** – A special meeting may be called by written request to the Board Chairperson and Secretary by the chief elected official of any Party to this Agreement, provided that proper notice, including an agenda identifying the subject of the meeting, is provided to the public and all Board members at least 72 hours in advance and as otherwise provided in the Open Meetings Act.

### **4. POWERS OF THE AUTHORITY**

The Authority shall be empowered and authorized to do all things allowed by the Statutes, which include but are not limited to:

- 4.1 Do any and all things consistent with the enabling legislation referenced herein above including but not limited to establishing and operating a PSAP to provide emergency law enforcement, fire, and emergency medical services (EMS) communications for the Region, including the rental, lease, lease purchase, remodeling and renovation, relocation or purchase of space or facilities to house and carry out the purposes of the Center. The Authority Board shall accept an assignment of the existing lease between the Town of Taos (Town) and Kit Carson Electric Cooperative (KCEC) in the event that the existing lease is modified to remove all aspects of that lease deemed to create a financing agreement without a dedicated source of revenue to make payments under the option to purchase provisions therein to the satisfaction of the Parties; or, in the event that no such modification can be achieved, the Authority Board shall enter into a sublease with the Town for a period of two years for the same space, 2,570 square feet (app.) currently leased by the Town of Taos from KCEC pursuant to the previous JPA from on the terms set out herein. No rent, no common space fees, and no building or property maintenance fees shall be charged by the Town to the Authority. These costs shall be the sole responsibility of the Town for two years and shall be exclusive of the operational costs of the E911 and emergency dispatch operation. The Authority Board shall have the right to terminate the sublease at any time on 90 days notice in its sole discretion. The Authority Board shall have the right, but not the obligation, to enter into a lease directly with KCEC on such terms and conditions as the Authority Board and KCEC may agree upon and the Town agrees that in such event it will agree to terminate its lease with KCEC. At least six months prior to the expiration of the sublease, the new JPA, in its sole discretion, may either (a) assume the balance of the lease between the Town and KCEC, (b) negotiate a new lease with KCEC, or (c) elect such other options as might be available.
- 4.2 Contract with an Executive Director or any required consultant(s) to manage the day-to-day operations of this Center;
- 4.3 Contract for the installation and operation of an enhanced 9-1-1 system and other law enforcement, fire, and EMS communications equipment;
- 4.4 Pay for such law enforcement, fire, and EMS equipment, software, installation of equipment and software, maintenance agreements and related services by way of a lease, purchase or lease purchase, subject to State law and the procurement requirements of the Fiscal Agent for the Authority;
- 4.5 Administer any funds provided for enhanced 9-1-1 and dispatch services;
- 4.6 In addition, the Authority may develop or carry out any service authorized under this Agreement and by the affirmation of the Board of Directors of the Authority including activities as may be necessary to provide effective and efficient law enforcement, fire, and emergency medical services (EMS) communications; including, but not limited to,

contracting with equipment vendors and service suppliers which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder;

- 4.7 The Authority may enter into contracts with other governmental public safety agencies to provide law enforcement, fire, and emergency medical services (EMS) communication services;
- 4.8 The Authority shall not provide to the Parties, or to others, any communication services other than law enforcement, fire, and emergency medical services (EMS) communication services, except under separate agreement which agreement allocates 100% of the cost, including equipment and staffing requirements, related to any additional communication services to the entity receiving the service. The Authority shall not force the relinquishment, reassignment, relicensing or use of any radio frequency or frequencies that are presently licensed to any of the parties to this Agreement or any of their agencies.
- 4.9 The Authority may require and the Parties to this Agreement agree to contract with a single provider of maintenance and equipment for all radio, tower, transmitter, relay and supporting infrastructure related to or impacting the level, reliability and quality of service related to those responsibilities of, or coordinated through, the Authority under this Agreement, which services shall be paid for by the entity requesting such services.
- 4.10        5.10 The Authority will recruit, hire, supervise and evaluate the Dispatch Director and staff, as well as all day-to-day operations. The existing Dispatch staff shall ~~be~~ **come**-employees of the fiscal agent **or the Board, at the Board's discretion and shall transfer their employment under the same hold harmless terms and conditions as contained in the 1993 JPA transfer of fiscal agency from the Taos County to the Town.**
- 4.11        5.11 The Parties acknowledge that the Town has paid all moving costs related to its recent relocation of the E911 emergency dispatch operation to the KCEC building and that those costs have not been paid out of current JPA funds except to the extent of 50 percent or less of the JPA reserve balance.

## **5. EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL AND BEHAVIORAL HEALTH SERVICES TAX**

5A.1 The Parties may agree to recommend to the Taos County Commission, both collectively as the Authority and individually as local governments, to support the imposition of a countywide Gross Receipts Tax under the provisions of the New Mexico Emergency Communications and Emergency Medical and Behavioral Health Services Tax (Tax),

5A.2 Should the Tax be approved by the County and through a ballot measure by the public, any funds received as a result shall be distributed, utilized and accounted for pursuant to the statute and all relevant conditions resulting from the acceptance of such funds under that statute. Additionally, the distribution of any revenue

received pursuant to the Tax shall include establishing and maintaining the required operating reserve fund and capital equipment fund, as mandated herein, or as may be approved or amended by the Board, so long as **the Authority meets the requirements under the statute.**

## **6. BUDGET AND OPERATING COSTS**

- 6.1. Pursuant to Section 1 1-1-4(B) NMSA 1978 of the JPA Act, contributions from the Parties to this Agreement shall be made for the purposes set forth herein.
- 6.2. The Executive Director shall prepare and present a proposed annual and five-year operational and capital budget to the Authority Technical Advisory Committee not less than 120 days prior to the end of the Authority's fiscal year. The technical Advisory Committee shall return its recommendations to the Executive Director not less than 90 days prior to the end of the Authority's fiscal year.
- 6.3. The Executive Director shall present a draft annual and five-year operational and capital budget, with the recommendations of the Technical Advisory Committee, to the board of Directors not less than 90 days before the end of the Authority's fiscal year. The Board of Directors shall adopt an annual proposed budget and shall recommend a five year budget not less than 60 days prior to the end of each of the Authority's fiscal years.
- 6.4. The Board of Directors shall present to the Finance Director and governing board of each participating jurisdiction the proposed annual and five-year budget of the Authority, including the projection of the required pro-rated contributions required from each Party, for their consideration and approval. The governing boards of all parties to this Agreement shall return to the Authority an adopted resolution for and approved allocation by that jurisdiction to the Authority for the coming budget year, not less than 30 days prior to the close of the Authority's fiscal year. The Authority Board of Directors shall adopt, reduce or negotiate a balanced budget for the authority for the coming year within 10 calendar days of receipt of the approved contributions of each Party.
- 6.5. At the end of the first two calendar years of this Agreement, or earlier if the Board should modify the provisions of Section 1.5, unless a dedicated source of revenue sufficient to independently fund the annual operating and capital equipment fund budgets of the Authority is secured and approved by the Parties, consistent with Section 5. of this Agreement or a similar agreed upon provision, the funding of the expenses of the Authority shall be the exclusive responsibility of the Parties to the agreement and pursuant to Section 7-20E-22 NMSA 1978 financial contributions shall be determined as follows:

- (a.) Each Party shall pay an equal "Base Fee" that collectively totals at least 5% of the Authority's annual Operating Budget,

- (b.) The remaining 95% of the total annual Operating Budget shall be paid by the Parties to this agreement in an amount proportionate to the emergency call volume from the public emanating from each Party's jurisdiction during the most recent full fiscal year prior to the approval of the annual budget.

## **7. FISCAL AGENT**

- 7.1.DESIGNATION - The fiscal agent for the Authority shall be determined annually at the beginning of the Authority fiscal year by a majority vote of the Executive Committee. The Fiscal Agent shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Authority as approved by the Board.
- 7.2.RESPONSIBILITIES - As provided in Section 1 1-1 -4 NMSA 1978, the Fiscal Agent shall be strictly accountable for all Communications Center personnel management, receipts and disbursements, and shall maintain adequate, complete and correct records and statements pertaining to receipts, disbursements and other financial matters pertaining to the Authority.
- 7.3.COMPENSATION - The Board shall fix the compensation that shall be paid to the Fiscal Agent for the services provided, based on an initial estimate of expenses for the coming year included in the annual operating budget, and then as adjusted quarterly, based upon the submission of monthly financial statements for the Authority and an accounting of expenses for the administration of the Authority by the Fiscal Agent.

## **8. OPERATING EQUIPMENT, PSAP DESIGNATION AND ACCESS TO COMMUNICATIONS SYSTEMS**

- 8.1.TRANSFER OF OWNERSHIP OF EQUIPMENT - The current Communication Center and all Communication Center equipment presently installed at the Town of Taos Emergency Dispatch Center or obtained on behalf of the PSAP, its partners and the entities participating under the current JPA and commonly referred to as the Taos County E-911 and Combined Dispatch, whether installed or received or not at the signing of this agreement, including the PSAP designation by the New Mexico Department of Financial Administration (DFA), Local Government Division or its successor, will be consolidated and conveyed to the Authority. Upon acceptance in writing of ownership, the Authority shall be responsible for all operating expenses, utility bills and maintenance costs associated with the operation of the existing facility or, should the Authority desire to occupy a different facility, all costs associated with such a move and the subsequent operation and maintenance.
- 8.2.OWNERSHIP OF EQUIPMENT - All of the consolidated equipment and all equipment subsequently installed in the consolidated communication center facility

shall become the property of the Authority collectively, unless otherwise agreed to by all parties and DFA in writing, and shall remain the property of the Authority should any of the parties to this Agreement choose to cease its participation in the communications system. Although property of the operation, including but not limited to the PSAP designation, equipment, structures, leases, radio frequencies, licenses and funding may be held nominally in the name of the fiscal agent, they have been acquired on behalf of all the citizens and first responders of the region and therefore, under this JPA become and remain the common property of the parties to the JPA, or any entity created in connection with the JPA. To preserve such common ownership, the new JPA should only be dissolved by either an affirmative county-wide vote of the majority of voters in each member jurisdiction or the mutual agreement of the governing bodies of all member jurisdictions.

8.3.MAINTENANCE OF EXTERNAL COMMUNICATIONS EQUIPMENT - Each Party shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the communications center, including but not limited to any State or Federally mandated upgrades or requirements.

8.4.CAD - The Authority shall maintain the Computer-Aided Dispatch (CAD) software for the computer at the communications center and the Authority will be the contact agency with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining, or for delegating the maintenance of all files to a Party within the computer at the communications center and shall be responsible for all updates and changes.

8.5.SECURITY OF MEMBER DATA - Each Party shall have the responsibility of maintaining security on its own files and maintaining the configuration tables in the Records Management System for itself.

8.6.RECORDS SYSTEMS, CHANGES IN REQUIREMENTS - Any major change to the Authority records and data collection or dissemination systems shall be approved recommended on by the Technical Advisory Board and approved by the Board of Directors. If a major change to the records or reporting systems will benefit all parties, payment for that upgrade shall be divided among the Parties based upon the provisions of subsection 6.5 (a.) and (b.). At the sole discretion of the Board, if it determines that a major change will benefit only one Party, that Party shall be solely responsible for the cost of the upgrade and shall pay for same prior to the modification being implemented. This provision shall also apply to upgrades of all other equipment and software related to the operation of the regional communications center that may be requested by the Parties.

## 9. FUNDS AND OPERATIONS

- 9.1. ESTABLISHMENT AND SEGREGATION OF ACCOUNTS - The funds of the Authority shall be held in separate accounts each for general operating, operating reserve and Capital Equipment Fund, as well as any special grant accounts required, and shall not be commingled with the funds of any of the Parties to this Agreement.
- 9.2. GRANTS AND ENHANCED E-911 TAX REVENUES - All funds received pursuant to any state, federal or local grant or generated from a tax authorized and implemented under the Enhanced 911 Act shall be utilized and maintained as set out in the requirements of the funding source or the Enhanced 911 Act, as applicable, including the segregation of funds and expenses, as may be required under the Act.
- 9.3. INVESTMENTS - The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.
- 9.4. LIABILITY OF PARTIES - No Party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so, accompanied by an appropriation approved with the requisite formalities.
- 9.5. CAPITAL EQUIPMENT FUND - The Authority shall maintain a Capital Equipment Fund which shall be utilized, upon the advice of the Technical Advisory Board and Executive Director and approval of the Authority Board of Directors, to replace obsolete, worn out or unusable equipment in the Communications Center or, at the discretion of the Board, to address any unplanned major equipment and facilities repairs or software systems upgrades. The balance to be maintained in the Capital Equipment Fund shall be \$250,000 at the beginning of the Authority's fiscal year. The Parties will jointly contribute each fiscal year the amount necessary to retain the maximum balance. The amount of each entity's contribution toward replenishing the balance shall be determined based on the funding formula set forth regarding subsection 6.5 (a.) and (b.) of this Agreement.
- 9.6. The starting balance may, at the discretion of the Board of Directors, be funded from any balance in the reserves maintained for E-911/Combined Dispatch on behalf of the Parties by the Town of Taos, after any operating reserve requirements under this JPA are met.
- 9.7. OPERATING RESERVE ACCOUNT - The Authority shall establish within six months of this agreement and maintain an operating reserve account in an amount not less than one-twelfth (1/12) nor more than three-twelfths (3/12) of the Authority's annual operating budget for the current budget year.



## **10. BOOKS AND RECORDS**

- 10.1. ACCOUNTING STANDARDS - The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions, consistent with NM DFA requirements for governmental entities and AICPA accounting standards. The accounts shall be public records open to inspection at any reasonable time by the Parties hereto, their accountants or their agents.
- 10.2. AUDIT - The Authority shall cause an annual audit to be conducted by an independent certified public accountant licensed by the State of New Mexico. The Authority shall annually file a copy of said audit with each of the parties.
- 10.3. ANNUAL REPORT - Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the Parties a comprehensive annual report of the Authority's activities and finances during the preceding year.
- 10.4. AGENCY REPORTING - The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.
- 10.5. MONTHLY FINANCIALS - The Authority shall also render to the Parties hereto, monthly or at reasonable and mutually agreed to intervals, such service reports and financial accounting as the parties may from time to time request.

## **11. TERMINATION OF AGREEMENT**

- 11.1. TERM - This Agreement shall continue in full force and effect, subject to amendments, until an affirmative county-wide vote of the majority of voters in each member jurisdiction or the mutual agreement of the governing bodies of all member jurisdictions.
- 11.2. NOTICE OF TERMINATION - Any Party's participation in this Agreement may be terminated by written notice from such Party to the Authority Board of Directors and Board Secretary at least one hundred eighty (180) days prior to the effective date of the notice. Pursuant to subsection 8.2. of this Agreement the PSAP designation and all equipment purchased or installed by or for the Authority, whether by the Authority, its agents or contractors, or by any Party to this Agreement, or their agents or contractors, shall remain the exclusive property of and may only be disposed of by the Authority through action of its Board of Directors. No funding from the Party's contributions or the Authority reserves shall be refunded to the withdrawing Party.
- 11.3. DISPOSITION OF ASSETS UPON TERMINATION - Upon termination of this Agreement by a simple majority of the Parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make

an effective disposition of the property and to maintain continuous law enforcement, fire, and EMS communications to the benefit of the residents in the Region.

- 11.4. Upon termination of this Agreement, the property of the Authority shall be transferred to whichever Part the entity assuming the duties and responsibilities of the Authority. Upon termination of this Agreement, any surplus of money shall be returned to the entities who were Parties to this Agreement at the time of termination in proportion to the contributions made after all of the existing obligations of the Authority have been paid in full.

## **12. AMENDMENT**

PROVISIONS - This Agreement may be amended by the parties from time to time, any amendment to this Agreement shall be in writing, executed by all of the then parties thereto, and approved by the State of New Mexico DFA.

## **13. LIABILITY OF BOARD OF DIRECTORS AND OFFICERS**

INDEMNIFICATION - The members of the Board and its officers shall not be personally liable for any lawful acts taken pursuant to this Agreement. The Authority shall purchase insurance for the members of the Board of Directors and the Authority against any suit which may be brought against them. The provisions of paragraph 1.3 apply to the Board of Directors and its officers.

## **14. SEVERABILITY**

If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

## **15. MERGER AND TERMINATION OF ALL PRIOR AGREEMENTS**

This Agreement, once fully executed by all Parties and approved by DFA contains the entire agreement of the Parties, or any combination of Parties, regarding emergency communications services, terminates all prior Joint Powers Agreements for Consolidated Communications between the parties to this Agreement and merges herein all previous agreements, jointly and severally, between and among the Parties.

**16. EFFECTIVE DATE**

This Agreement shall be in full force and effect upon execution of this Amendment by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico.

**17. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document. IN WITNESSS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

**18. AUTHORITY TO BIND**

By their signatures below, the representatives of the Parties to this agreement to hereby attest that they have the authority to contract on behalf of and to bind their respective jurisdictions as legal parties to the terms and conditions of this Joint partnership Agreement (JPA).

ATTEST:

**BOARD OF COUNTY COMMISSIONERS OF  
TAOS COUNTY, NEW MEXICO**

By: \_\_\_\_\_

Dan Barrone, County Commission Chairman

Date: \_\_\_\_\_

Approved as to form by: \_\_\_\_\_  
Attorney for Taos County

Attested to:

By: \_\_\_\_\_  
Anna Martinez, County Clerk

Date: \_\_\_\_\_

## TOWN OF TAOS, NEW MEXICO

By: \_\_\_\_\_  
Darren Cordova, Town Mayor

Date: \_\_\_\_\_

Approved as to form by: \_\_\_\_\_  
Brian James, Attorney for Town of Taos

Attested to:

By: \_\_\_\_\_  
Town Clerk

Date: \_\_\_\_\_

## VILLAGE OF QUESTA, NEW MEXICO

By: \_\_\_\_\_  
Ester Garcia, Village Mayor

Date:

Approved as to form by: \_\_\_\_\_

Attorney for Village of Questa

**Attested to:**

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**VILLAGE OF TAOS SKI VALLEY, NEW MEXICO**

By: \_\_\_\_\_  
Village Mayor

**Approved as to form by:** \_\_\_\_\_  
Attorney for Village of Taos Ski Valley

**Attested to:**

By: \_\_\_\_\_  
Village Clerk

Date:

**APPROVED BY THE NM DEPARTMENT OF FINANCE AND ADMINISTRATION  
(NM DFA):**

By: \_\_\_\_\_  
(Name) (Title) (Date)



**October 22, 2013**

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**Title:**

Resolution 13-57 Joint Resolution on Renewable Energy

**Summary:**

Consideration and possible approval of Resolution 13-57; a joint resolution on the development of renewable energy in Taos County and North Central New Mexico.

**Background:**

**Attachments:**

Click to download

📎 [Resolution 13-57](#)



## RESOLUTION 13-57

### A JOINT RESOLUTION ON THE DEVELOPMENT OF RENEWABLE ENERGY IN TAOS COUNTY AND NORTH CENTRAL NEW MEXICO

**WHEREAS**, North Central New Mexico possesses an abundant wealth of renewable energy resources; and

**WHEREAS**, our area has a long history of effective use of renewable energy resources for heating and power; and

**WHEREAS**, local energy generation provides more secure energy services that are less susceptible to remote outages; and

**WHEREAS**, renewable energy keeps our air and water clean thereby avoiding health care and other public expenses; and

**WHEREAS**, development of local generation of energy will provide quality employment; and

**WHEREAS**, leadership in renewable energy will enhance the reputation of North Central New Mexico thereby stimulating tourism, recreation, construction, and other industries;

**NOW THEREFORE BE IT RESOLVED THAT THE**, that the Municipal, County and Pueblo governments of North Central New Mexico commit to developing local generation of renewable energy to provide all our energy needs. This will include the following:

- Formation of a regional committee to plan the transition to local renewable energy; and
- Working with New Mexico and Federal officials, utilities and rate payers to remove obstacles to local generation of renewable energy; and
- Development of local and regional energy transition plans; and
- Development of a regional marketing plan based on our commitment to local generation of renewable energy.

**PASSED, APPROVED and ADOPTED**, this 22<sup>nd</sup> day of October, 2013, at the Regular Meeting of the Town Council by the following vote:

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

**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
**C. Brian James, Town Attorney**





**October 22, 2013**

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**Title:**

Resolution 13-58 Supporting D.H. Lawrence Ranch

**Summary:**

Consideration and possible approval of Resolution 13-58 in support of revitalizing D.H. Lawrence Ranch.

**Background:**

**Attachments:**

Click to download

 [Resolution 13-58](#)



## RESOLUTION 13-58

**A RESOLUTION OF THE TOWN OF TAOS COUNCIL ENDORSING THE EFFORTS OF THE D. H. LAWRENCE RANCH ALLIANCE AND THE FRIENDS OF D.H. LAWRENCE TO REVITALIZE THE D.H. LAWRENCE RANCH AS A VIBRANT EDUCATIONAL, CULTURAL, AND HISTORICAL LANDMARK, THROUGH SHARING ARRANGEMENTS WITH THE UNIVERSITY OF NEW MEXICO**

**WHEREAS**, Frieda Lawrence intended their property near San Cristóbal, in Taos County, known as the D.H. Lawrence Ranch, to be given "...to an organization to be created and sponsored by the University of New Mexico, providing they succeed in making a perpetual D.H. Lawrence Memorial or Foundation..." and

**WHEREAS**, the D.H. Lawrence Ranch has been closed to public access and devoid of regular educational activities for five years; and

**WHEREAS**, the cultural and literary legacy of D. H. Lawrence remains alive for admirers of his works around the world; and

**WHEREAS**, tens of thousands of dollars have been donated by D.H. Lawrence's admirers in Taos and elsewhere and transferred to the University of New Mexico for the preservation of the Ranch and its historic structures; and

**WHEREAS**, by being closed and unutilized, the D.H. Lawrence Ranch is not fulfilling its potential as a major resource for the region, generating tourism, commerce, and educational activities;

**NOW, THEREFORE BE IT RESOLVED** by the Town Council of the Town of Taos that we strongly support efforts by supporters of the D.H. Lawrence Ranch to develop equitable, shared responsibilities with the University of New Mexico recognizing the essential role the Taos community must play in the revitalization of the Ranch.

**PASSED, APPROVED and ADOPTED**, this 22<sup>nd</sup> day of October, 2013, at the Regular Meeting of the Town Council by the following vote:

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

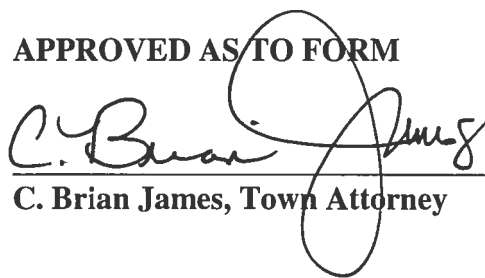
**TOWN OF TAOS**

\_\_\_\_\_  
**Darren M. Cordova, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Renee Lucero, Town Clerk**

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
**C. Brian James, Town Attorney**



**October 22, 2013**

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**Title:**

Community Hospital Study Committee

**Summary:**

Consideration and possible approval of the structure, scope of work, and timeline for a community hospital study committee

**Background:**

The Council has called for the creation of a community study committee. This action will establish the structure and membership of the committee, its scope of work, and timeline for reporting its findings and recommendations.

**Attachments:**

[Click to download](#)

No Attachments Available