



AGENDA
November 26, 2013
Regular Meeting

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

- 1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. MOMENT OF SILENCE**
- 5. APPROVAL OF AGENDA**
- 6. AWARDS AND RECOGNITIONS**

A. Recognition of Former Airport Advisory Board Members

Mayor Cordova will present plaques in appreciation of former Airport Advisory Board Vice Chair John Hillyard and Member Ken Blair for serving on the Airport Advisory Board.

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

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

8. CONSENT AGENDA

A. Grant Agreement for School Resource Officer Program

Consideration and possible approval of Grant Agreement 13-JAG-TAOS-SFY14 with the New Mexico Department of Public Safety in the amount of \$4,165 for training, gang safety programs and acquisition of equipment for use in the Taos Schools. Town match is not required.

B. Grant Agreement with the New Mexico State Fire Marshal's Office

Consideration and possible approval of a Grant Agreement with the New Mexico State Fire Marshal's Office in the amount of \$83,347.80 for 42 sets of

bunker gear including pants, jackets, gloves, boots, helmets and hoods with a Town match of \$20,838.

- C. **Amendment No.1, TT-12-28 to Griffin and Associates Contract**
Consideration and possible approval of Amendment No.1 to Griffin and Associates contract increasing the amount by \$40,000 inclusive of GRT from the Cooperative Marketing Grant award.

9. PUBLIC HEARINGS

- A. **Sagebrush Inn & Los Vaqueros Liquor License Transfer of Ownership**
Consideration and possible approval of Transfer of Ownership of Liquor License 286 to Sagebrush Inn & Los Vaqueros located at 1508 Paseo del Pueblo Sur.

10. MATTERS FROM STAFF

- A. **Resolution 13-63 Community Development Block Grant Procurement Policy**
Consideration and possible approval of Resolution 13-63 approving the Community Development Block Grant Procurement Policy.
- B. **Resolution 13-64 Citizen Participation Plan**
Consideration and possible approval of Resolution 13-64 approving the Citizen Participation Plan as part of the Community Development Block Grant process.
- C. **Resolution 13-65 Fair Housing Act**
Consideration and possible approval of Resolution 13-65 approving the Fair Housing Act as part of the Community Development Block Grant process.
- D. **Resolution 13-66 Anti-displacement and Relocation Plan**
Consideration and possible approval of Resolution 13-66 approving the Anti-displacement and Relocation Plan as part of the Community Development Block Grant process.
- E. **Resolution 13-67 Section 3 Plan**
Consideration and possible approval of Resolution 13-67 approving the Section 3 Plan as part of the Community Development Block Grant process.
- F. **Resolution 13-68 Calling for Regular Municipal Election**
Consideration and approval of Resolution 13-68 calling for a Regular Municipal Election on March 4, 2014. At the Regular Municipal Election persons shall be elected to fill the following elective offices: 1 Mayor for a four year term; 2 Councilmembers for a four year term each; and 1 Municipal Judge for a four year term.
- G. **Financial Update**
Presentation of the monthly financial report for the period ending October 31, 2013.
- H. **Departmental Monthly Performance Reports**
The Town Manager will provide the Departmental Monthly Performance Reports.

11. TOWN MANAGER'S REPORT

12. MATTERS FROM THE MAYOR AND COUNCIL

A. Joint Powers Agreement for Dispatch Services

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

13. MATTERS AND REPORTS FROM THE MAYOR

14. MATTERS AND REPORTS FROM THE COUNCIL

15. 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/>.*



November 26, 2013

Title:

Recognition of Former Airport Advisory Board Members

Summary:

Mayor Cordova will present plaques in appreciation of former Airport Advisory Board Vice Chair John Hillyard and Member Ken Blair for serving on the Airport Advisory Board.

Background:

Submitted by John Thompson, Airport Manager.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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No Attachments Available



November 26, 2013

Title:

Grant Agreement for School Resource Officer Program

Summary:

Consideration and possible approval of Grant Agreement 13-JAG-TAOS-SFY14 with the New Mexico Department of Public Safety in the amount of \$4,165 for training, gang safety programs and acquisition of equipment for use in the Taos Schools. Town match is not required.

Background:

This Justice Assistance Grant is being issued from New Mexico State Department of Public Safety to the Town of Taos Police Department. The intent of this grant is to limit gun violence in the schools. To this end, the grant will be used to purchase:

- 1) a laptop to be used to access Gang Net and other software to document gang and graffiti information.
- 2) Hand held metal detectors
- 3) Various video cameras to document graffiti activity
- 4) Tuition and per diem for School Resource Officer training.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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📎 [2013 Edward Byrne JAG grant](#)

Agreement Number: 13-JAG-TAOS-SFY14**2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Award**

This Agreement made effective October 1, 2013, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the "**BUREAU**" and the Town of Taos, serving as the Fiscal/Fiduciary Agency for the Town of Taos Police Department as the Program herein, jointly referred to as the "**SUB-GRANTEE**".

WHEREAS, this Sub-grant Agreement is made by and between the Bureau and the Sub-grantee, pursuant to the authority of Public Law No. 108-447, Consolidated Appropriation Act, 2005, and NMSA 1978 Section 9-19-6 ; and

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) (CFDA #16.738) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The Department is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Sub-grantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to Sub-grantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary sub-grant information, and closes out the awards to BJA; and

WHEREAS, the JAG Program was established to streamline justice funding and grant administration and allow states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and condition Public Law 109-162, Title XI Department of Justice Reauthorization, Subtitle B Improving the Department of Justice's Grant Programs, Chapter 1 Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111 (Merger of the Byrne Formula Grant Program and Local Law Enforcement Block Grant Program). Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most; and

WHEREAS, it is necessary for the Sub-grantee to enter into this Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice.

SECTION TWO: SCOPE OF WORK

1. The Sub-grantee shall undertake all program activities listed in the FY2013 JAG Local Unit of Government Program Application incorporated herein as Attachment A. Specifically, the Sub-grantee shall utilize the funds to further the Taos Police Department School Resource Officer Program by providing training, travel, and per-diem, as well as the acquisition of equipment for use in Taos schools.

The Sub-grantee shall comply with the following program goals and objectives:

- Goal 1- Ensure Public/student safety at school events/property
 - Objective – Reduce the amount of weapons being smuggled into school events/property.
 - Goal 2- Reduce occurrences of graffiti and vandalism from/around schools
 - Objective – Acquire adequate surveillance systems to capture, document, deter, and prosecute individuals involved in these illegal occurrences.
2. The Sub-grantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Agreement), which includes, but is not limited to, Sub-grantee's goals and objectives and detailed budget without complying with the Bureau's amendment procedures provided in this Agreement and notifying the Bureau prior to any changes being made; and
 3. The Sub-grantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detail program description is incorporated herein as part of the Sub-grantee's Application (attached and incorporated herein as Attachment A); and
 4. The Sub-grantee agrees to provide all the necessary qualified personnel, material, and facilities to implement the program described herein; and

SECTION THREE: TERMS OF THIS AGREEMENT

1. This Agreement shall become effective October 1, 2013 and shall terminate on June 30, 2014; and,

SECTION FOUR: SUB-GRANTEE DUTIES AND RESPONSIBILITIES

Sub-grantee must adhere to the following duties and responsibilities, and other terms and conditions under this Agreement in order to receive the compensation described in Section Five:

1. Act in the capacity as fiscal agent and fiduciary for this Program; and
2. Utilize the Agreement Number on all correspondence and submittals to the Bureau; and
3. Adhere to the fiscal guidelines outlined in the current Office of Justice Programs (OJP) Financial Guide, Office of Management and Budget (OMB) Circular A-21, OMB Circular A-133, OMB Circular A-110, or any other applicable Circulars, rules, regulations, guidelines, and the Bureau of Justice Assistance (BJA) Program Manual; and
4. Must have the program commenced and operational within thirty (30) days of the last signatory executing this Agreement. If the Sub-grantee's program has not commenced or is not operational within thirty (30) days, the Sub-grantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the thirty (30) days. Additionally, Sub-grantee must obtain an extension, in writing, from the Bureau prior to the end of the thirty (30) days. If an extension is not obtained prior to the thirty (30) days, the Sub-grantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs; and Submit all program-related contracts, subcontracts, agreements, and subsequent amendments to the Bureau for review and approval prior to execution; and
5. Prior to any overtime being reimbursed, the Bureau must receive, review for compliance, and approve in writing, the overtime policy for all participating agency(s), if applicable, that will be reimbursed overtime under this Agreement, (attached and incorporated herein as Certification 5); and
6. Pay all expenditures made by Sub-grantee in completion of this Agreement up front. The Bureau will reimburse for all allowable expenditures through the Request for Reimbursement (RFR) process; and

7. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Sub-grantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Agreement; and
8. Understands and agrees that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this award, including such records of any Sub-grantee, contractor, or sub-contractor; and
9. Understands and agrees that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the Sub-grantee (or of any contractor or sub-contractor) regarding transactions related to this award; and
10. Required to have both fiscal and programmatic personnel attend the Grant Administration Training(s) sponsored by the Bureau; and
11. The Sub-grantee agrees they will submit to the Bureau for review and approval of any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, through funds from this grant or any publications (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Sub-grantee describing programs funded in whole or in part with Federal funds. The Sub-grantee shall submit the above stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date; and
12. The Sub-grantee agrees to report Uniform Crime Reporting (UCR) data as required by New Mexico State Statue, Chapter 29, Article 3, Section 11, the Department of Public Safety is New Mexico's central repository for the collection, storage, retrieval and analysis of crime incident and arrest reports generated by all law enforcement agencies in the state. Failure of the Sub-grantee to report shall be grounds for termination and shall not be reimbursed.

SECTION FIVE: SUB-GRANTEE COMPENSATION AND PAYMENT

1. Total funding provided for under this sub-grant agreement shall not exceed **\$4,165.00**. Funding comprises of the following federal fiscal year sources:
 - 2013 Edward Byrne Memorial Justice Assistance Grant (JAG): 2013-DJ-BX-0031

2. Upon approval of the Sub-grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement terms herein stated, the Bureau shall reimburse the Sub-grantee a sum up to, and not to exceed **\$4,165.00**; and
3. No matching requirement exists for this program; and
4. The funds set forth in this Section - paragraph 1 shall constitute full and complete payment of funds to be received by the Sub-grantee from the Bureau; and
5. Upon the completion of this Agreement, any portion of Sub-grantee's unexpended funds shall revert back to the New Mexico Department of Public Safety; and
6. **All payments shall be made upon an actual cost reimbursement basis.** The Sub-grantee shall submit a completed Request for Reimbursement Form along with all appropriate supporting documentation.
 - A. One original Request for Reimbursement (RFR) (attached and incorporated herein as Form 3) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month.
 - B. One original **Final Request for Reimbursement** ("RFR") must be submitted to the Bureau for review and approval no later than **fifteen (15) days** following the termination date of this Agreement. Failure by the Sub-grantee to timely submit the final RFR and include all supporting backup documentation requested by the Bureau will result in an Administrative Closeout by the Bureau. If an Administrative Closeout, as defined in the JAG Instructions (attached and incorporated herein as Form 1), takes place, it may have a negative impact on Sub-grantee's ability to obtain funding in the future; and
7. Prior authorization from the Bureau is required to submit a RFR with zero expenditure: and.
8. No Request for Reimbursement (RFR) will be processed if, in the judgment of the Bureau, the Sub-Grantee is in violation of any section of this Sub-grant Agreement.

SECTION SIX: SUB-GRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the Sub-grantee is required to complete and submit programmatic reports.

1. One original Performance Measure Tool (PMT) and Progress Report shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each calendar quarter or otherwise stated by the Bureau following the last signatory executing this Agreement.

The schedule is as follows:

NOT APPLICABLE / Quarter 1: July 1st - September 30th, Progress Report due October 15th
 Quarter 2: October 1st – December 31st, Progress Report due January 15th
 Quarter 3: January 1st – March 31st, Progress Report due April 15th
 Quarter 4: April 1st – June 30th, Progress Report due July 15th

PMT report forms will be provided by the Bureau; and

2. The Sub-grantee shall submit a Monthly Financial Activity Report (Form 4) to the Bureau for review and approval no later than Fifteen (15) calendar days after the end of each month.
3. The Sub-grantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the Sub-grantee of any additional reporting requirements as they are imposed.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Sub-grantee for the following reasons:

1. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law; or
2. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the BJA Program or the Sub-grantee's Application; or
3. Failing to adhere to the requirements in the agreement, standard conditions, or special conditions;
4. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding; or
5. Failing to submit reports; or
6. Filing a false certification in this application or in other reports or documents.

Before imposing sanctions, the Bureau will provide reasonable notice to the Sub-grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

SECTION EIGHT: SUB-GRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all sub-grantees must adhere to the following requirements:

1. **Ensure Access to Federally Assisted Programs**

Federal laws prohibit Sub-grantees of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits; and

2. **Provide Services to Limited English Proficiency (LEP) Individuals**

In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, Sub-grantees of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that Sub-grantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>; and

3. **Ensure Equal Treatment for Faith-Based Organizations**

The Department of Justice developed a regulation at 28 C.F.R. pt. 38 specifically pertaining to the funding of faith-based organizations, entitled "Equal Treatment for Faith-Based Organizations" and known as the Equal Treatment Regulation, which requires that faith-based organizations be treated the same as any other applicant or Sub-grantee. The regulation prohibits the Department of Justice or the Bureau from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see Office for Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by Sub-grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to the Bureau; and

4. Enforce Civil Rights Laws

All Sub-grantees of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Sub-grantees must comply with Section 504 of the Rehabilitation Act of 1973, 42 U.S.C. § 794; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132. Accordingly, the Bureau may request information from the Sub-grantee in the event of an Office of Civil Rights (OCR) investigation and/or an OCR compliance review, to include but not limited to data showing that services are being provided equitably to all segments of the service population and that employment practices meet equal employment opportunity standards; and

5. Comply with the Safe Streets Act and Program Requirements

In addition to these general provisions, an organization that receives Federal funds through a sub-award understands and agrees that it is subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c)(1), and other Federal grant program requirements. In addition, Sub-grantee must meet these additional requirements:

- A. Comply with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and
- B. Submit to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.204(c) or 31.202(5)), and
- C. In the event a finding of discrimination against Sub-grantee results, after a due process hearing, on the ground of race, color, religion, national origin, or sex, Sub-grantee must submit a copy of the finding to OCR and the Bureau for review; and

6. Meeting the EEOP Requirement

In accordance with Federal regulations, Sub-grantee must comply with the following EEOP reporting requirements.

- A. If Sub-grantee has received an award for less than \$25,000; and/or if the Sub-grantee has less than 50 employees, regardless of the amount of the award; and/or if Sub-grantee is a medical institution, educational institution, nonprofit organization or Indian tribe, then Sub-grantee is exempt from the EEOP requirement. However, Sub-grantee must complete Part II, Certification A of the Certification Form (attached and incorporated herein as Certification 1) and submit the original Certification Form to OCR, with a copy to the Bureau. The Bureau will then forward a copy of the original certification to the OCR.

- B. If Sub-grantee is a for-profit entity or a state or local government having 50 or more employees and was awarded, through this grant from the DPS, a single award for more than \$25,000 and less than \$500,000, Sub-grantee must prepare an EEOP in accordance with 28 CFR 42.301, et seq, subpart E, that must be signed into effect by the proper authority and disseminated to all employees, and that is on file for review or audit by officials of OCR, as required by relevant laws and regulations. The Bureau reserves the right to request a copy of the EEOP. In addition, the Sub-grantee must complete Part II, Certification B of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau. The Bureau will then forward a copy of the original certification to the OCR.
- C. If Sub-grantee is a for-profit entity or a state or local government having 50 or more employees and was awarded, through this grant from the DPS a single award of \$500,000 or more in Federal US Department of Justice (DOJ) Funds, then an original EEOP or EEOP Short Form must be submitted within thirty (30) days of the award that includes a section specifically analyzing the sub-grantee (implementing) agency to the OCR, with a copy to the Bureau. For assistance in developing an EEOP, contact a specialist at OCR by dialing (202) 616-3208. Should an EEOP have already been submitted to the OCR encompassing the award period, sub-grantee shall submit to the Bureau a copy of the letter received from the OCR showing that an EEOP has been accepted. In addition, the Sub-grantee must complete Part II, Certification C of the Certification Form (attached and incorporated herein as Certification 1) and return it to the Bureau.
- D. The Sub-grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Sub-grantee is required to submit one pursuant to 28 C.F.R Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Sub-grantee is in compliance; and

7. Ensure the Compliance of Sub-awardees

If Sub-grantee makes sub-awards to other agencies, Sub-grantee is responsible for assuring the agencies also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons; and

Sub-grantee can find assistance in fulfilling these civil rights responsibilities by calling OCR at (202) 307-0690 or by visiting the website at www.ojp.usdoj.gov/ocr/; and

- 8. The Sub-grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the Bureau's procedural manual; and

9. The Sub-grantee agrees to comply with the organizational audit requirements of the OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Office of Justice Programs (OJP) Financial Guide, Chapter 24; and
10. The Sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP; and
11. The Sub-grantee must promptly refer to the DOJ OIG and the Bureau, any credible evidence that a principal, employee, agent, contractor, Sub-grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct will be reported to the OIG and Bureau by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

And;

New Mexico Department of Public Safety
Grants Management Bureau
4491 Cerrillos Rd.
PO BOX 1628
Santa Fe, NM 87504-1628
or fax: (505) 827-3398

12. The Sub-grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The Sub-grantee understands that the Bureau **will not reimburse** any portion of salaries paid for existing general fund employees/staff; and
13. The Sub-grantee understands the Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee prior to each visit; and
14. The Sub-grantee understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring; and
15. The Sub-grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP; and
16. The Sub-grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the Sub-recipient is a high-risk grantee; and
17. The Sub-grantee is to support public safety and justice information sharing; OJP requires the sub-grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Sub-grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>; and
18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system; and
19. The Sub-grantee acknowledges that all programs funded through sub awards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance; and

20. The Sub-grantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. part 23 to be applicable OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. part 23 occur, the Sub-grantee may be fined as per 42 U.S.C. 3789 g (c)-(d). Sub-grantee may not satisfy such a fine with federal funds; and
21. The Sub-grantee agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the Sub-grantee agrees to maintain an administrative file documenting the meeting of this requirement; and
22. The Sub-grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent; and
23. The Sub-grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R., Part 22 that are applicable to collection, use, and revelation of data or information. Sub-grantee further agrees, as a condition of grant approval to submit a Privacy Certification that is in accord with requirements of 28 C.F.R. Part 22, and in particular, section 22.23; and
24. The Sub-grantee agrees to assist BJA and the Bureau in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds. Accordingly, the Sub-grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Sub-grantee agrees to contact the BJA and the Bureau.

The Sub-grantee understands that this special condition applies to it following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Sub-grantee or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

- c. A renovation, lease, or any proposed use of a building or facility that will either
 - a. result in a change in its basic prior use or
 - b. significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are
 - (1) purchased as an incidental component of a funded activity and
 - (2) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Sub-grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Sub-grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.

Application of this Special Condition to Sub-grantee's Existing Programs or Activities: For any of the Sub-grantee's existing programs or activities that will be funded by these grant funds, the Sub-grantee, upon specific request from and /or BJA and the Bureau, agrees to cooperate with BJA and the Bureau in any preparation by BJA of a national or program environmental assessment of that funded program or activity; and

SECTION NINE: SUB-GRANTEE AUDIT REQUIREMENTS

The Sub-grantee agrees to comply with the organizational audit requirements of the OMB Circular applicable to this program, as further described in the current edition of the OJP Financial Guide, Chapter 24.

1. Audits are due, to the Bureau, no later than nine months (9 months) following the end of the state fiscal year. Should an audit not be submitted by the due date, a letter must be submitted to the Bureau stating the reasons for delay and anticipated delivery date of the audit report; and
2. Submit the management letter responding to audit findings, if any with the audit report; and
3. Submit the Corrective Action Plan with the audit report when there are findings and recommendations disclosed in the audit report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS AND MODIFICATIONS

1. Amendments may be submitted by the Sub-grantee to request corrections for any programmatic, administrative, or financial change associated with this Agreement. Guidelines for submitting Amendment requests are described in the Instruction Form (attached and incorporated herein as Form 1); and
2. The Bureau, by written notice to the Sub-grantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
3. The Bureau by written notice has the right to deny any amendment request.
4. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect.

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SECTION ELEVEN: SUB-GRANTEE REPRESENTATIVE

The Sub-grantee hereby designates the person's listed below as the official Sub-grantee Representatives responsible for overall fiscal and programmatic supervision of the approved program.

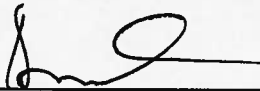
By: _____

Marietta S. Fambro
Fiscal Representative

Address:

Telephone No:

Email:

By:  _____

David Weaver
Program Representative:

Address:

400 Camino de la Placer
Taos, NM 87571

Telephone No:

575-758-4656

Email:

dweaver@taosgov.com

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the Sub-grantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: TERMS OF THE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortuous conduct of any employee of the Bureau or the Sub-grantee arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION SIXTEEN: SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this Agreement shall remain in full force and effect.

SECTION SEVENTEEN: TERMINATION

1. The Bureau, by written notice to the Sub-grantee shall have the right to terminate this Agreement if, at any time, in the judgment of the Bureau the provisions of this Agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand refund of all or part of the funds dispersed to the Sub-grantee; and
2. This Agreement may be terminated by the Sub-grantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination, does not nullify Sub-grantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this agreement shall be in effect until completed, unless terminated early pursuant to this Agreement.

SECTION EIGHTEEN: INSTRUCTIONS AND FORMS

Instructions and Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at <http://www.dps.nm.org/>. Forms are incorporated into and made part of this Agreement upon completion.

- A. Instruction Form (Form 1)
- B. Sub-grant Agreement Amendment Form (Form 2)
- C. Request for Reimbursement (RFR) Form (Form 3)
- D. Monthly Financial Activity Report (Form 4)
- E. Training and Related Travel Request (Form 5)
- F. Fixed Asset Form (Form 6)
- G. Personnel Activity Report (Form 7) **NOT APPLICABLE**

SECTION NINETEEN: ATTACHMENTS

Attachments listed below are incorporated into and made part of this Agreement:

- A. Sub-grantee's Application (Attachment A)

SECTION TWENTY: CERTIFICATIONS

The below listed certifications need to be completed and return to the Bureau along with this Agreement:

- A. Certification of Compliance with Civil Right Regulations (Certification 1)
- B. Limited English Proficiency Certification (Certification 2)
- C. Standard Assurances Certification (Certification 3)
- D. Certification Regarding Lobbying; Debarment, Suspension & Other Responsible Matters and Drug-free Workplace Requirements (Certification 4)
- E. Overtime Certification, if applicable (Certification 5)
- F. Confidential Funds Certification, if applicable (Certification 6)
- G. Privacy Certification (Certification 7)
- H. Uniform Crime Reporting Certification (Certification 8)
- I. Supplanting Certification (Certification 9)
- J. Deconfliction/SafetyNet (Certification 10)
- K. GangNet Certification (Certification 11)

Certifications are incorporated and made part of this Agreement upon completion.

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THEREFORE, the Sub-grantee and the Bureau do hereby execute this Agreement as witnessed by the signatures below:

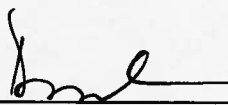
SUB-GRANTEE:

By: _____
Signature of Certifying Official

Date: _____

Printed Name: Marietta S. Fambro

Title: Finance Director

By:  _____
Program Director

Date: 10/22/13

Printed Name: David Weaver

Title: Chief, Town of Taos Police Department

DEPARTMENT OF PUBLIC SAFETY:

By: _____
Cabinet Secretary or Designee

Date: _____

Printed Name: Gorden E. Eden, Jr.

Reviewed as to legal form and sufficiency
New Mexico Department of Public Safety, Office of Legal Affairs

By: _____
Chief Legal Counsel or Designee

Date: _____

Printed Name: John Wheeler



November 26, 2013

Title:

Grant Agreement with the New Mexico State Fire Marshal's Office

Summary:

Consideration and possible approval of a Grant Agreement with the New Mexico State Fire Marshal's Office in the amount of \$83,347.80 for 42 sets of bunker gear including pants, jackets, gloves, boots, helmets and hoods with a Town match of \$20,838.

Background:

All matching funds have been identified and will be paid from the Fire Fund.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Grant Award](#)

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA
 DISTRICT 2 PATRICK H. LYONS
 DISTRICT 3 VALERIA ESPINOZA, VICE CHAIR
 DISTRICT 4 THERESA BECENTI-AGUILAR
 DISTRICT 5 BEN L. HALL, CHAIRMAN



STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal
 1120 Paseo De Peralta
 PO Box 1269
 Santa Fe, New Mexico 87504
 1-800-244-6702

CHIEF OF STAFF

VINCENT MARTINEZ

November 7, 2013

Attn: Treasurer
 Town of Taos
 400 Camino de La Placita
 Taos N. M. 87571-

Ref: New Mexico Fire Protection Grant Council Award Notice

Greetings:

Congratulations! Your grant application on behalf of the Taos Fire Department for Bunker Gear, Helmets, boots, gloves, hoods has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$9 million in requests were considered. The Taos Fire Department has met the minimum requirements and is clearly addressing a critical need of the department and community. A voucher in the amount of \$83,347.80 for the purchase of the approved request is being processed and will be mailed to your Office for deposit.

The specifications for the approved equipment must be reviewed and approved by this Office before January 31, 2014. Prior to encumbering any funds, the equipment purchased with this grant shall meet the requirements of the latest Editions of applicable NFPA standard.

The deadline to encumber the money by contract with the vendor is May 1, 2014. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the governing body. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this Office upon receipt.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal, Fire Service Bureau at (505) 476-0165.

Sincerely,

John C. Standefer
 State Fire Marshal

Sincerely,

Norma Jean Valdez
 Grant Council Chairwoman

xc: Chief
 Local Government



November 26, 2013

Title:

Amendment No.1, TT-12-28 to Griffin and Associates Contract

Summary:

Consideration and possible approval of Amendment No.1 to Griffin and Associates contract increasing the amount by \$40,000 inclusive of GRT from the Cooperative Marketing Grant award.

Background:

The Town of Taos was awarded a New Mexico Tourism Department Cooperative Marketing Grant, Agreement 14-418-3002-5057 in the amount of \$40,000 inclusive of GRT with an in-kind Town match of \$40,000 to "promote at the same time New Mexico and the Taos area by advertising through various forms of media". Approval is requested to amend the Griffin and Associates contract, TT-14-136 to increase by \$40,000 inclusive of GRT the compensation from \$398,000 to \$438,000 inclusive of GRT. All other terms and conditions previously agreed to in the original contract are hereby confirmed and ratified and continued in full force and effect.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

- ☐ [Cooperative Marketing Grant Agreement](#)
- ☐ [Griffin and Associates Amendment No. 1](#)

TT-14-109

Agreement Number: 14-418-3002-5057

NEW MEXICO TOURISM DEPARTMENT
COOPERATIVE MARKETING GRANT AGREEMENT

WHEREAS, the New Mexico State Legislature appropriated funds to the New Mexico Tourism Department ("Department") the Department's purpose includes providing a coordinated statewide perspective with regard to tourism activities;

WHEREAS, the Department desires to coordinate a statewide perspective by leveraging non-profits', local governments', and tribal governments' tourism advertising;

WHEREAS, Town of Taos wishes to provide advertising and promotional service to promote tourism in New Mexico and is willing to provide matching funds to further the above purpose; and

NOW, THEREFORE, the Department and Town of Taos, a New Mexico Local Government entity ("Contractor"), collectively the "Parties," make and enter this AGREEMENT. **IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. SCOPE OF WORK:

A. The Contractor agrees:

To work in collaboration with Taos County Chamber of Commerce, Taos Center for the Arts, Taos Pueblo Tourism, Taos Ski Valley Chamber of Commerce, Museum Association of NM, Harwood Museum of Art, Millicent Rogers Museum and the Taos Tourism Council to promote New Mexico and the Taos area by advertising through various form of media defined in the original written application submitted in response to the 2013/2014 Proposal Guidelines and Written Application Form, available at http://nmindustrypartners.org/?page_id=66 (the "Website").

Match Requirement: The Department will provide a fifty percent (50%) match of eligible expenses up to the amount of the grant award, (the "Grant Award").

Contractor Agrees to expend this amount in eligible expenses: \$ 80,000

Grant Award - Maximum Department Match: \$ 40,000

B. The Contractor also agrees:

1. To expend an amount that meets or exceeds twice the amount of the Grant Award through actual cash expenditures; in-kind services do not qualify toward the match requirement.
2. To meet or exceed the requirements of the 2013/2014 Proposal Guidelines and Application Form.
3. To use the Department's logo or tag line "newmexico.org" on all advertising; in the case of radio advertising, Contractor must use the slogan "New Mexico Land of Enchantment" or "New Mexico True" as well as the phrase "sponsored in part by the New Mexico Tourism Department".

4. To provide its own funds, above and beyond the Grant Award, to perform the requirements defined in the scope of work of this agreement.

C. Deliverables:

Mid-Year Status Update: During the first full workweek of January 2014, Contractor shall submit a Mid-year status update confirming that it will expend the balance of the Grant Award grant funds on or before June 10, 2014. If the balance of Grant Award will not be fully expended by this deadline, the Contractor shall notify the Department of the balance and the Department may designate the balance to another purpose. This Contractor's forfeiture of funds at this time will not negatively impact consideration of future applications for funding by the Contractor.

End of year Tracking and Impact Report ("TIR"): Contractor shall complete and submit a TIR along with the final request for payment on or before June 10, 2014. The TIR is available at the Website. Failure to submit the completed report on or before this date may result in forfeiture of the final reimbursement.

2. **COMPENSATION:**

- A. The Department shall reimburse to the Contractor in full payment for eligible expenses an amount not to exceed \$ 40,000 . The expenditures of any state agency as defined in NMSA 1978, Section 6-3-1, for the first six-month period of each odd-numbered fiscal year shall be limited to one-half of the appropriation or approved budget, whichever is less, for that fiscal year.

B. Gross Receipts Tax

The Contractor is a non-profit organization, local government, or tribal government and therefore is exempt from the payment of New Mexico Gross Receipts Tax, and/or is registered with the New Mexico Taxation and Revenue Department to pay gross receipts tax, if applicable.

C. Payment

Reimbursement shall be made to the Contractor upon the Department's receipt of a completed request for payment form along with supporting documentation, as defined on the form. Contractor must adhere to the 2013-2014 Proposal Guidelines and Request for Payment Form. Requests for payment must be submitted on a quarterly basis. Quarters are defined as follows:

- First Quarter – July 1, 2013 through September 30, 2013
- Second Quarter – October 1, 2013 through December 31, 2013
- Third Quarter – January 1, 2013 through March 31, 2013
- Fourth Quarter – April 1, 2013 through May 31, 2013

Requests must be postmarked on or before the fifteenth (15th) day after the end of each quarter except for the Fourth Quarter ending May 31st; for the fourth quarter, the request must be postmarked on or before the tenth (10th) day of June 2014.

Failure to adhere to these requirements for the first, second, and third quarters may result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted. Failure to adhere to these requirements for the fourth quarter will result in the Department re-designating the remaining agreement balance and the balance will not be reimbursed at a future date.

3. TERM:

THIS AGREEMENT IS EFFECTIVE on the date of last signature, below. This Agreement shall terminate on **June 30, 2014**, unless terminated pursuant to paragraph 4, infra.

4. TERMINATION:

A. Cancellation without Penalty

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Department's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Department is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. Termination Management

Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all reasonable directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention, or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to the Contractor by the Department shall become property of the Department upon termination and shall be submitted to the agency as soon as practicable.

5. STATUS OF THE CONTRACTOR:

The Contractor, and its agents and employees, are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

6. ASSIGNMENT:

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

7. SUBCONTRACTING:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department.

8. RECORDS AND AUDIT:

The Contractor shall maintain detailed time records, which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Department, The Department of Finance and Administration, and the State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

9. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. RELEASE:

The Contractor, upon final payment of the amount due under this Agreement releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY:

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

12. PRODUCT OF SERVICES: COPYRIGHT:

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

13. GOVERNMENTAL CONDUCT ACT:

The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 to -18 (1967, as amended through 2011), regarding contracting with a public officer or state employee have been followed.

14. AMENDMENT:

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

15. MERGER:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. NOTICE:

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199 (1987, as amended through 2013), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. EQUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico,

the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

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

19. INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Department and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Department and the Risk Management Division of the New Mexico General Services Department by certified mail

20. OTHER PROVISIONS:

This Agreement is contingent upon Contractor's compliance with the 2013/2014 Proposal Guidelines and Application Form and the 2013/2014 Request for Payment Form. By signing this Agreement, the Contractor acknowledges that it has received a copy of the 2013/2014 Proposal Guidelines and the 2013/2014 Request for Payment form.

21. NOTICES:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department:

New Mexico Tourism Department
Audrey Herrera-Castillo
491 Old Santa Fe Trail
Santa Fe, NM 87501
505-412-1183
audrey.herrera-castillo@state.nm.us

To the Contractor:

Town of Taos
Abigail Adame
400 Camino de la Placita
Taos, New Mexico 87571
(575) 751-2001
aadame@taosgov.com

22. AUTHORITY:

The person signing below for the Contractor has the authority to bind the Contractor without further resolution or authorization by Contractor's organization.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the State of New Mexico.

CONTRACTOR

By:

Title: Mayor

Date:

9/24/13

STATE OF NEW MEXICO

New Mexico Tourism Department

By:

Date:

10-31-13

NEW MEXICO TAXATION & REVENUE DEPARTMENT

The records of the New Mexico Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department to pay gross receipts and compensating taxes, if applicable.

ID: 01-710103-004

By:

Date:

10.7.13



Contract No. TT-14-136
Facilities Services Department

Amendment No. 1 to Contract TT-14-28

This Amendment is hereby made and entered into by and between the Town of Taos, a New Mexico Municipality (hereinafter "TOWN") and **Griffin and Associates** (hereinafter "CONTRACTOR") on this 20th day of November 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 increase by **\$40,000.00** inclusive of GRT from the Cooperative Marketing Grant Agreement 14-418-3002-5057. Total amount of this contract is **\$438,000.00** inclusive of GRT.

2.

Original Contract TT-14-28	\$398,000.00
Amendment #1	<u>\$ 40,000.00</u>
TOTAL	\$438,000.00

3. Scope of work:
Pursuant to Agreement 14-418-3002-5057
To work in collaboration with Taos County Chamber of Commerce, Taos Center for the Arts, Taos Pueblo Tourism, Taos Ski Valley Chamber of Commerce, Museum Association of NM, Harwood Museum of Art, Millicent Rogers Museum and the Taos Tourism Council to promote New Mexico and the Taos area by advertising through various form of media defined in the original written application submitted in response to the 2013/2014 Proposal Guidelines and Written application form, available at http://nmindustrypartners.org/?page_id=66.

4. 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

Accounting Approval:

Attested to by:

Marietta S. Fambro
Marietta Fambro, Finance Director
Line Item ~~24-17-44005~~ **30-78-44005**

Renee Lucero, Town Clerk

ADMINISTRATIVE APPROVAL:

Legal Form Approved by:

Oscar Rodríguez, Town Manager

C. Brian James
C. Brian James, Town Attorney



November 26, 2013

Title:

Sagebrush Inn & Los Vaqueros Liquor License Transfer of Ownership

Summary:

Consideration and possible approval of Transfer of Ownership of Liquor License 286 to Sagebrush Inn & Los Vaqueros located at 1508 Paseo del Pueblo Sur.

Background:

Applicant: James Haimsohn. Public Hearing was published in the Journal North in accordance with Alcohol and Gaming Division Regulations on November 12th and 9th. Applicant has also complied with Planning and Zoning Department regulations.

Submitted by: Renee Lucero, Town Clerk

Staff Recommendation:

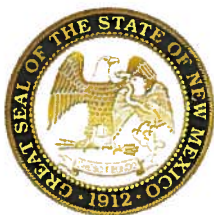
Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Application](#)



New Mexico Regulation and Licensing Department

ALCOHOL AND GAMING DIVISION

Toney Anaya Building ▪ 2550 Cerrillos Road ▪ Santa Fe, New Mexico 87505
(505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/agd

November 4, 2013

Suzanna Martinez
GOVERNOR

J. Dee Dennis, Jr.
SUPERINTENDENT

Jennifer M. Anderson
DIRECTOR

Certified Mail No: 7009 2250 0000 9386 7440

Town of Taos
Attn: Renee Lucero, Clerk
400 Camino de la Placita
Taos, NM 87571

Re: License/Application: 286/887403
Applicant Name: Sagebrush Spirits, LLC
Doing Business As: Sagebrush Inn & Los Vaqueros
Proposed Location: 1508 Paseo Del Pueblo Sur, Taso, NM

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses. ***(Please review the revised instructions for approval or disapproval below.)**

Greetings:

The Director of the Alcohol and Gaming Division has granted Preliminary Approval for the referenced application and is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

Within forty-five days after receipt of a notice of preliminary approval from the Alcohol and Gaming Division, the governing body shall hold a public hearing in the question of whether the department should approve the proposed issuance or transfer. Notice of the public hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time and place of the hearing at least once a week for two consecutive weeks in a newspaper of general circulation within the territorial limits of the governing body, **which requires that two weeks of publication must be satisfied before a hearing can be conducted.** The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the applicant of the date, time and place of the public hearing. The governing body may designate a hearing officer to conduct the hearing. A record shall be made of the hearing.

The applicant is requesting a Transfer of Ownership:

The governing body may disapprove the issuance or transfer of the license if:

The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this

Alcohol and Gaming Division
(505) 476-4875

Boards and Commissions Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

location prior to 1981 or unless the applicant/licensee has obtained a waiver from the local option district governing body for the proposed licensed premises.)

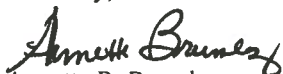
The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a zoning statement from the governing body, this is not a basis for disapproval.

The issuance would be detrimental to the public health, safety or morals of the residents of the local option district. Disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

*Within thirty (30) days after the public hearing, the governing body shall notify the Alcohol and Gaming Division *in writing* as to whether the local governing body has approved or disapproved the issuance of transfer of the license *and* by signing the enclosed original Page 1 of the application. *The letter of approval/disapproval and the Page 1 must be returned together with the notice of publication(s).* **If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the public hearing, the director will give final approval to the issuance or transfer of the license.**

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (page 1 of the application page noting disapproval).

Sincerely,



Annette R. Brumley
Hearing Officer

ENCLOSURES: Original Page 1 of Liquor License Application
Copy of page 2 Premises, Location, Ownership & Description of Premises



LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable

State Liquor License #

Application Number

Local option (AGD use)



Record Owner of Existing License

Current D/B/A Name

Current Premises Address

Application is for: Change of Stock

Change of Officers/Directors

Transfer Ownership of Existing License

Transfer Ownership and Location

Other

Issue New License

Type of License being applied for

Applicant is: Individual

Corporation

Partnership (General or Limited)

Limited Liability Company

X

NAME OF APPLICANT (company or individual)

SAGEBRUSH SPIRITS LLC

ADDRESS (including city, state, zip)

P.O. Box 329, RANCHO SANTA FE, CA 92067

TELEPHONE NUMBER

(858) 692-9699

Physical location where license is to be used: 1508 PASEO DEL PUEBLO SUR, TAOS, NM 87571

D/B/A name to be used: SAGEBRUSH INN & LOS VAQUEROS

Phone number for licensed premises: 575-758-2254

Physical location where license is to be used:

1508 PASEO DEL PUEBLO SUR, TAOS, NM 87571

(Include street number / highway number / state road, city and county, state, and zip code)

Mailing address:

P.O. Box 329 RANCHO SANTA FE, CA 92067

Are alcoholic beverages currently being dispensed at the proposed location? Yes ☒ No ☐

If yes, give license number and type

286

I, (print name) JAMES HAIMSOHN

as (title) PRESIDENT

deposes and says: that he/she is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained and title. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant

Date 9/5/13

SUBSCRIBED AND SWORN TO before me this day of 20 by

Notary Public Use Only

Notary Public

See attached

My Commission Expires

Local Governing Body of:

(City or County). Hearing held on

20

Page 40

Check one: Approved Disapproved

City/County Official

(Signature & Title)

For Alcohol and Gaming Division Use Only

Approved

Disapproved

Director Approval

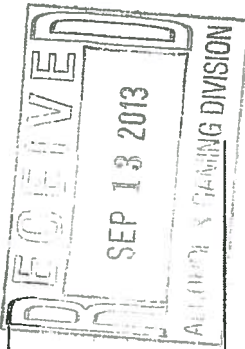
Date



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

SS-60-5B-10

COPY



1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant _____ Leased by Applicant (attach copy of deed or lease) ☒ Other (provide details) _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) Authentic Hospitality, LLC

B. Date and term of lease 9-6-13 3 years

3. Premises location is zoned (example C-1) HCP

If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church *(Property line of church to licensed premises—shortest distance).

Miles/feet 0.9 mi Name of church St. Francis de Asis Address/location of church PLAZA RANCHOS DE TAOS

5. Distance from nearest school *(Property line of school to licensed premises—shortest distance).

Miles/feet 1.0 mi Name of school TAOS MIDDLE SCHOOL Address/location of school BYPASS & PASSE DEL SOLE TAOS

6. Distance from military installation *(Property line of military installation to licensed premises—shortest distance.)

Miles N/A Name of Military Installation, circle one: Airland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

SEE ATTACHED FLOOR PLAN SHEET FOR DETAILED FLOOR PLAN. OUTDOOR PATIOES ETC. INDICATED TOTAL LAND AREA. 10/3/13

8. Type of Operation:

Lounge ☒ Restaurant ☒ Package Grocery _____ Racetrack _____ Hotel ☒ Other (specify) _____



ALCOHOL & GAMING DIVISION
2550 CERRILLOS RD.
TONBY ANAYA BLDG.
P.O. BOX 25101
SANTA FE, NEW MEXICO 87504-5101
POSTING CERTIFICATE

☒ DISPENSER (FULL SERVICE) ☐ RETAILER (PACKAGE ONLY)
☐ RESTAURANT (BEER/WINE ONLY) ☐ DISPENSER (ON PREMISE ONLY)
☐ CANOPY (DISPENSER-C) ☐ INTER-LOCAL DISPENSER
☐ OTHER ☐ LOTTERY

APPLICATION FILED FOR LICENSE/APPLICATION NUMBER: 286/887403
☐ TRANSFER OF OWNERSHIP & LOCATION ☐ TRANSFER OF LOCATION
☒ TRANSFER OF OWNERSHIP ☐ NEW LICENSE
☐ CHANGE OF STOCKHOLDERS/PARTNERSHIP INTEREST

TRANSFERRED FROM: SAGEBRUSH INN, INC. OWNER: SAGEBRUSH SPIRITS, LLC
CURRENT LOCATION: 1508 PASEO DEL PUEBLO SUR, TAOS, NM PROPOSED LOCATION: SAME
CURRENT BUSINESS NAME: SAGEBRUSH INN PROPOSED NAME: SAGEBRUSH INN & LOS VAQUEROS

I CERTIFY THAT I HAVE POSTED THE REQUIRED NOTICE OF LIQUOR LICENSE PURSUANT TO SECTION 60-6B-2, NMSA, AND FURTHER CERTIFY AS FOLLOWS:

1. LOCATION POSTED IS WITHIN CORPORATE LIMITS OF: Town of Taos
2. LOCATION POSTED IS IN UNINCORPORATED LIMITS OF: _____
3. DISTANCE FROM NEAREST CHURCH IS: 2 miles or 1056 FEET
NAME OF CHURCH IS: SANGRE DE CRISTO LUTHERAN Church
4. DISTANCE FROM NEAREST SCHOOL IS: 1.5 miles or 2640 FEET
NAME OF SCHOOL IS: NOAH'S Ark Preschool
5. DISTANCE FROM NEAREST MILITARY INSTALLATION: 132 miles
NAME OF INSTALLATION IS: Kirtland Air Force Base
6. IF RURAL, DISTANCE FROM NEAREST EXISTING LIQUOR LICENSE IS:
BY PASSABLE ROAD: _____ BY STRAIGHT AIRLINE: _____
7. NOTICE POSTED ON:
☐ BUILDING ☐ BILLBOARD ☐ BUILDING UNDER CONSTRUCTION
☐ BUILDING BEING REMODELED ☐ NO BUILDING
☒ FENCE

DATE POSTED: 9-25-13

EXPIRATION DATE: 10-15-13

APPLICANT'S SIGNATURE

S.I.D. SPECIAL AGENT

Louise Thomas Blair
Louise Thomas Blair

Annabelle M. Gasca
Annabelle M. Gasca

Cyndee Perez

From: Cyndee Perez
Sent: Friday, November 08, 2013 8:02 AM
To: 'lblair@newmex.com'
Cc: Renee Lucero
Subject: Liquor License Notice
Attachments: Sagebrush Inn.doc

Hi Louise,

Attached is the notice for the newspaper. It will be published as a legal ad on 11/12 and 11/19 in the Albuquerque Journal North with the Public Hearing at our regular meeting on 11/26 at 6:30 p.m.. You can contact the Albuquerque Journal North at 1-800-641-3451, ask for the legal classifieds. If you have any questions please let me know.

Thank you.

Cyndee K. Perez
Paralegal/Planning Liaison
Town of Taos
400 Camino de la Placita
Taos, NM 87571
575-751-2010
Fax 575-737-2668

“Whether you think you can, or think you can’t ... you’re right.”

~Henry Ford

PROCEDURAL INFORMATION FOR APPLICANT:

Applicant: Sagebrush Spirits, LLC

- Please submit the publication notice to the Albuquerque Journal North for placement as a legal ad. **The applicant is responsible for all costs associated with the publication notice.** Contact the Albuquerque Journal North to determine the costs. Alcohol & Gaming Division requires that the notice be published for 2 consecutive weeks before a hearing can be conducted.
- The Public Hearing will be held November 26, 2013 at 6:30 p.m. at the Town Council Chambers located at 120 Civic Plaza Drive. Please plan on attending the hearing so that you can answer any questions the Council may have.
- Upon Council approval/disapproval of the application, the Town Clerk will obtain the Mayor's signature and return the application to the Alcohol & Gaming Division. Please contact the Alcohol & Gaming Division as to the status of your license (505) 476-4875.
- Once you have received the State License from Alcohol & Gaming Division, you must provide a copy to the Town of Taos and pay the Municipal Liquor License Tax to the Town of Taos in the amount of \$250. *Depending on when the license is approved, the Town may prorate the tax in accordance with State Statute (NMSA 7-24-4 AND 60-6A-15) on a quarterly basis. For example, if a license is issued any time April 1 or later, the applicant must pay one fourth of the \$250 fee; if the license is issued January 1 or later, the applicant must pay one half of the \$250 fee, etc.)*
- Upon receipt of the Municipal Liquor License Tax the Town Clerk will issue a Certificate of Receipt of Municipal Liquor License Tax. Please post the Town's Certificate along with the State's Liquor License in your establishment.
- Contact Renee Lucero, Town Clerk, at (575) 751-2005 or by email at rlucero@taogov.com if you have any questions.

**APPLICANT: KEEP THIS PAGE
FOR YOUR RECORDS**



NOTICE OF TAOS TOWN COUNCIL PUBLIC HEARING

Notice is hereby given that the Taos Town Council will hold a Public Hearing on November 26, 2013 at 6:30 p.m. at Coronado Hall - Town of Taos Town Council Chambers, 120 Civic Plaza Drive, Taos, New Mexico, to consider a request for a Transfer of Ownership of Liquor License Application No.286/887403.

APPLICANT:

Sagebrush Spirits, LLC
PO Box 329
Rancho Santa Fe, CA 92067

LOCATION

Sagebrush Inn & Los Vaqueros
1508 Paseo Del Pueblo Sur
Taos, New Mexico 87571

ACTION TO BE TAKEN

Approval of Transfer of Ownership
(Application No. 286/887403)

Witness my hand and seal of the Town of Taos on this 8th day of November, 2013.

Renee Lucero, Town Clerk

Publication Dates: 11/12/2013
11/19/2013

Published in the Albuquerque Journal on Tuesday November 12, 2013

NOTICE OF TAOS TOWN COUNCIL PUBLIC HEARING Notice is hereby given that the Taos Town Council will hold a Public Hearing on November 26, 2013 at 6:30 p.m. at Coronado Hall - Town of Taos Town Council Chambers, 120 Civic Plaza Drive, Taos, New Mexico, to consider a request for a Transfer of Ownership of Liquor License Application No.286/887403. APPLICANT: Sagebrush Spirits, LLC PO Box 329 Rancho Santa Fe, CA 92067 LOCATION Sagebrush Inn & Los Vaqueros 1508 Paseo Del Pueblo Sur Taos, New Mexico 87571 ACTION TO BE TAKEN Approval of Transfer of Ownership (Application No. 286/887403) Witness my hand and seal of the Town of Taos on this 8th day of November, 2013. Renee Lucero, Town Clerk Journal North: November 12, 19, 2013



November 26, 2013

Title:

Resolution 13-63 Community Development Block Grant Procurement Policy

Summary:

Consideration and possible approval of Resolution 13-63 approving the Community Development Block Grant Procurement Policy.

Background:

This resolution is a part of the CDBG program requirements for any CDBG funded projects.

Submitted by: Marietta Fambro (with Miranda Quintana)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Resolution 13-63 Procurement Policy](#)



RESOLUTION 13-63

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 12-42 PROCUREMENT POLICY FOR CDBG PROJECTS

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

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

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

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

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

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

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

A. GENERAL PROVISIONS

1. Incorporation by Reference

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

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

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

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

2. Code of Conduct

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

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

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

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

B. **PROCUREMENT PROCESS IN GENERAL**

1. Initial Review; Selection of Procurement Method

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

2. Affirmative Action

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

3. Basis of Payment

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

4. Necessity for a Written Contract

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

5. Flow Chart

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

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

1. When the Small Purchase Procedure Can be Used.

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

2. Obtaining Quotes.

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

3. Basis of Selection.

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

4. Contract.

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

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

1. Applicability

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

2. Notice.

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

3. Selection Criteria.

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

4. Opening of Bids; Award

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

5. Contract.

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

6. Cancellation; rejection.

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

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

1. Applicability

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

2. Notice

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

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

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

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

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

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

4. Evaluation of Proposals; Negotiations

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

5. Award

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

6. Contract.

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

7. Cancellation; rejection.

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

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

1. Applicability

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

2. Procedure

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

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

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

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

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

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

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

G. ADMINISTRATIVE OR REHABILITATION CONSULTANT

1. Applicability

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

2. Contract Terms.

An administrative contract must contain the following provisions:

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

H. MAINTAIN PROCUREMENT FILES.

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

I. RETENTION OF RECORDS.

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

J. SPECIAL REQUIREMENTS FOR PUBLIC WORKS PROJECTS

1. Applicability.

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

2. Requirements.

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

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

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

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

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

PASSED, APPROVED and ADOPTED, this 26th day of November 2013, at the regular meeting of the Town Council.

Councilmember Rudy C. Abeyta
Councilmember Andrew T. Gonzales
Councilmember Frederick A. Peralta
Councilmember Michael A. Silva

TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

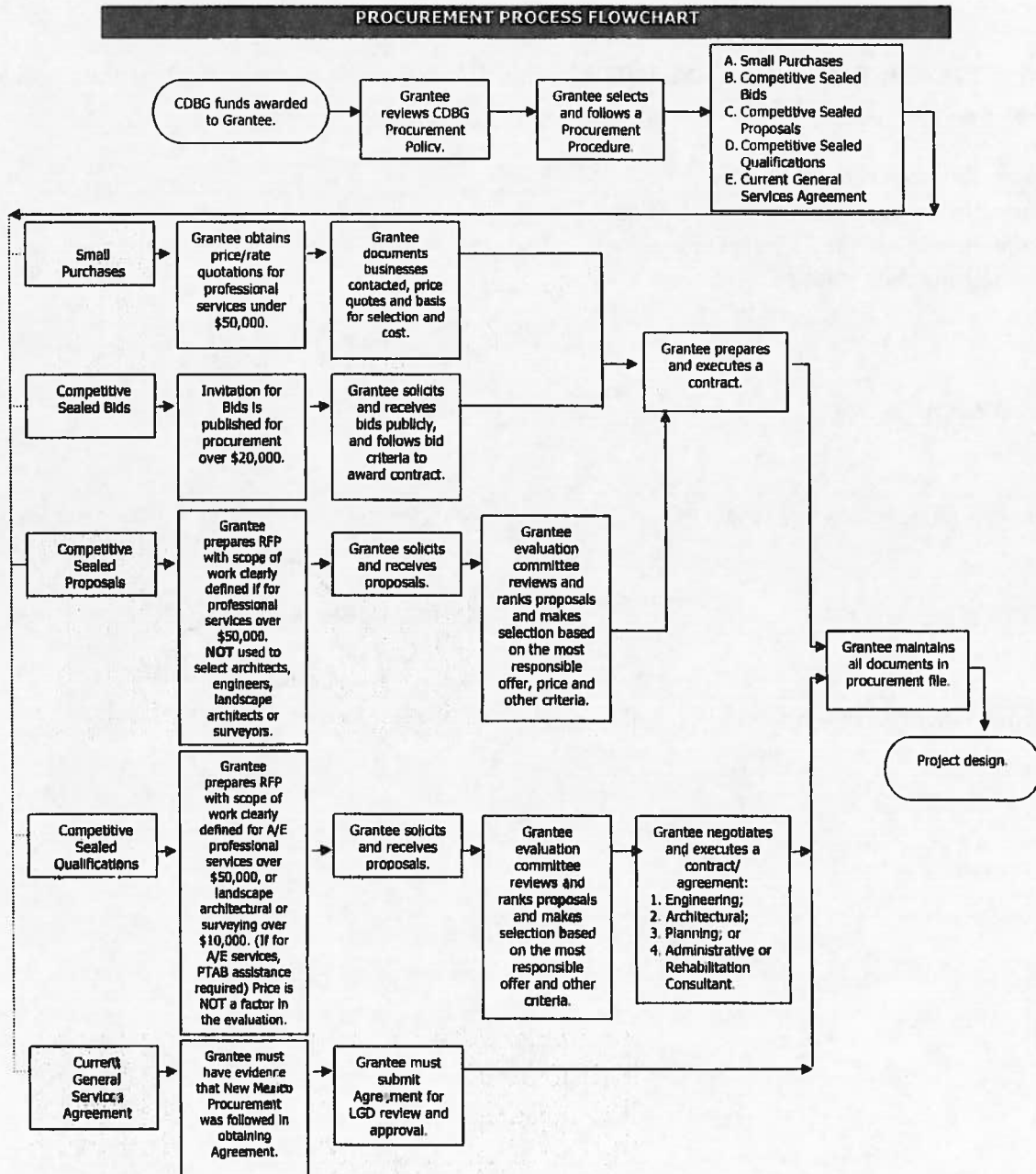
Renee Lucero, Town Clerk

APPROVED AS TO FORM:



C. Brian James, Town Attorney

Attachment A

**PROCUREMENT REVIEW RECORD:**

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

FOR SMALL PURCHASES:

- Yes ___ No ___ NA ___ - Documentation of item being purchased (do not artificially divide the procurement so as to constitute a small purchase)
- Yes ___ No ___ NA ___ - Documentation of quotations (minimum of three sources)
- Yes ___ No ___ NA ___ - Clearance of Vendor (Contractor Clearance Form **Exhibit 4-F**)
- Yes ___ No ___ NA ___ - Documentation of selection and cost
- Yes ___ No ___ NA ___ - Executed contract - formalizing scope of work, delivery schedule and terms of compensation

FOR PROFESSIONAL SERVICES:

- Yes ___ No ___ NA ___ - DFA and/or PTAB acceptance of RFP
- Yes ___ No ___ NA ___ - Request For Proposal (RFP) (**Exhibits 3-C**)
- Yes ___ No ___ NA ___ - Affidavits of publication for RFP or tear sheet (minimum 10 days allowed for response)
- Yes ___ No ___ NA ___ - Copy of minutes for the opening of proposals.
- Yes ___ No ___ NA ___ - Certified copy of the RFP Evaluation Sheet(s).
- Yes ___ No ___ NA ___ - Minutes of the Council or Commissioner Meeting when the award is made.
- Yes ___ No ___ NA ___ - Copy of the Notice of Award. (Use Letterhead)
- Yes ___ No ___ NA ___ - Executed Architect/Engineer contract and any related addenda, etc (**Exhibit 3-D & 3-E**)
- Yes ___ No ___ NA ___ - Letter of Denial to unsuccessful bidders for Engineer & Architect Services

FOR COMPETITIVE SEALED BIDS FOR CONSTRUCTION:

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



November 26, 2013

Title:

Resolution 13-64 Citizen Participation Plan

Summary:

Consideration and possible approval of Resolution 13-64 approving the Citizen Participation Plan as part of the Community Development Block Grant process.

Background:

This resolution is a part of the CDBG program requirements for any CDBG funded projects.

Submitted by: Marietta Fambro (with Miranda Quintana)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Resolution 13-64 Citizens Participation Plan](#)



RESOLUTION 13-64

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 12-40 CITIZEN PARTICIPATION PLAN

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED, this 26th day of November 2013, at the regular meeting of the Town Council.

Councilmember Rudy C. Abeyta _____
Councilmember Andrew T. Gonzales _____

Councilmember Frederick A. Peralta
Councilmember Michael A. Silva

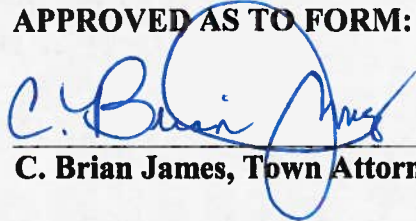
TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



C. Brian James, Town Attorney

CITIZEN PARTICIPATION PLAN

Introduction

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

Objective A

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

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

Objective B

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

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

Objective C

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

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

Objective D

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

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

Objective E

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

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

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

Objective F

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

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

TOWN OF TAOS

Darren Cordova, Mayor

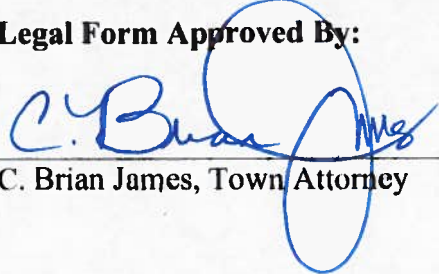
Date

ATTEST:

Renee Lucero, Town Clerk

Date

Legal Form Approved By:



C. Brian James, Town Attorney

11/20/13

Date



November 26, 2013

Title:

Resolution 13-65 Fair Housing Act

Summary:

Consideration and possible approval of Resolution 13-65 approving the Fair Housing Act as part of the Community Development Block Grant process.

Background:

This resolution is a part of the CDBG program requirements for any CDBG funded projects.

Submitted by: Marietta Fambro (with Miranda Quintana)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Resolution 13-65 Fair Housing Act](#)



RESOLUTION 13-65

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 12-39 ADOPTING A FAIR HOUSING POLICY

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED, this 26th day of November 2013, at the regular meeting of the Town Council.

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

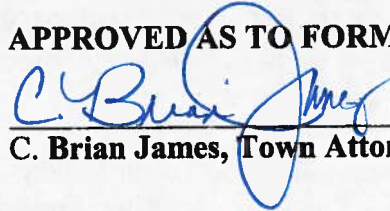
TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



C. Brian James, Town Attorney



November 26, 2013

Title:

Resolution 13-66 Anti-displacement and Relocation Plan

Summary:

Consideration and possible approval of Resolution 13-66 approving the Anti-displacement and Relocation Plan as part of the Community Development Block Grant process.

Background:

This resolution is a part of the CDBG program requirements for any CDBG funded projects.

Submitted by: Marietta Fambro (with Miranda Quintana)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Resolution 13-66 Anti-displacement and Relocation Plan](#)



Resolution 13-66

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 12-41 RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN AND CERTIFICATION

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

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

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

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

PASSED, APPROVED and ADOPTED, this 26th day of November 2013, at the regular meeting of the Town Council.

Councilmember Rudy C. Abeyta
Councilmember Andrew T. Gonzales
Councilmember Frederick A. Peralta
Councilmember Michael A. Silva


TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



C. Brian James, Town Attorney

TOWN OF TAOS RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

I. Background/Introduction

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

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

II. Activities Covered by the Plan

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

III. Uniform Relocation Act

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

IV. One-for-One Replacement Units

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

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

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

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

V. Relocation Assistance

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

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

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

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

B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;

C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:

1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements

D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:

1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the Town of Taos must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the "Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within the town of Taos.

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

VI. Eligibility for Relocation Assistance

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

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

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

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

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

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

VII. Minimizing Displacement

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

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

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

at an affordable rent.

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

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

VIII. Definitions

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

IX. Grievances

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

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

- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

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

Plan Adoption Date: November 26, 2013

Adoption Instrument: Resolution 13-66

Certified By: _____
Darren M. Cordova, Mayor

Date



November 26, 2013

Title:

Resolution 13-67 Section 3 Plan

Summary:

Consideration and possible approval of Resolution 13-67 approving the Section 3 Plan as part of the Community Development Block Grant process.

Background:

This resolution is a part of the CDBG program requirements for any CDBG funded projects.

Submitted by: Marietta Fambro (with Miranda Quintana)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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📎 [Resolution 13-67 Section 3 Plan](#)



RESOLUTION 13-67

A RESOLUTION OF THE TOWN COUNCIL REPLACING RESOLUTION 12-43 SECTION 3 PLAN

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

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

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

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

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

PASSED, APPROVED and ADOPTED, this 26th day of November 2013, at the regular meeting of the Town Council.

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

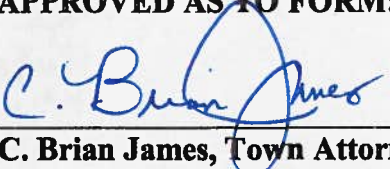
TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



C. Brian James, Town Attorney

TOWN OF TAOS – SECTION 3 PLAN

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

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

Therefore, the Town of Taos shall:

1. Hiring

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

Anticipated Town Hiring **Hiring 2013-2014**

PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to Filled by Lower Income Town Residents	# of Positions Filled	# of Positions Filled by Lower Income Town Residents
	0	0	0	0
Do not intend to fill vacated positions during 2013-2014				

2. Contracting

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

3. Training

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

4. CDBG Contracts

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

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

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

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

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

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

LOWER INCOME CLARIFICATION

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

Darren M. Cordova, Mayor

Date



November 26, 2013

Title:

Resolution 13-68 Calling for Regular Municipal Election

Summary:

Consideration and approval of Resolution 13-68 calling for a Regular Municipal Election on March 4, 2014. At the Regular Municipal Election persons shall be elected to fill the following elective offices: 1 Mayor for a four year term; 2 Councilmembers for a four year term each; and 1 Municipal Judge for a four year term.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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📎 [Resolution](#)



ELECTION RESOLUTION
Town of Taos
Resolution 13-68

Be it resolved by the governing body of the Town of Taos, New Mexico, that:

- A. A regular municipal election for the election of municipal officers shall be held on March 4, 2014. Polls will open at 7:00 A.M. and close at 7:00 P.M.
- B. At the regular municipal election, persons shall be elected to fill the following elective offices:
 - 1. One Mayor for a four year term.
 - 2. One Councilmember, for a four year term.
 - One Councilmember, for a four year term.
 - 3. One Municipal Judge for a four year term.
- C. The following precincts are consolidated for the regular municipal election:
 Precincts 12, 14, 15, 16, 17, 18, 19, and 35
- D. The following location is designated as a polling place for the conduct of the Regular Municipal Election.
 Voters in Precincts 12, 14, 15, 16, 17, 18, 19, and 35 shall vote at Coronado Hall located at 120 Civic Plaza Drive.
- E. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., February 28, 2014. After 5:00 p.m. on February 28, 2014, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voter's immediate family, or by the caregiver to the voter until 7:00 p.m. on March 4, 2014.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, January 28, 2014 and closing at 5:00 p.m. on February 28, 2014.

Early Voting. Early voting on paper ballots counted by the M100 electronic vote tabulator will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Wednesday, February 12, 2014 and closing at 5:00 p.m. on Friday, February 28, 2014.

- F. Persons desiring to register to vote at the regular municipal election must register with the County Clerk of Taos County not later than Tuesday, February 4, 2014 at 5:00 P.M., the date on which the County Clerk will close registration books.
- G. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 7, 2014 between the hours of 8:00 A.M. and 5:00 P.M.
- H. The casting of votes by qualified municipal electors shall be recorded on paper ballots to be counted by M100 electronic vote tabulators.

PASSED, APPROVED and ADOPTED, this 26th day of November, 2013, at the Regular Meeting of the Town Council.

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



RESOLUCION DE ELECCION
La Ciudad de Taos
Resolución 13-68

Sea resuelto por el cuerpo gobernante de la Ciudad de Taos que:

- A. Una elección municipal regular para la elección de oficiales municipales se llevará a cabo el 4 de marzo de 2014. Lugares de votación estarán abiertas al público desde las 7:00 A.M. hasta las 7:00 P.M.
- B. En la elección municipal regular, individuos serán elegidos para ocupar los siguientes cargos electivos:
 - 1. Un Alcalde por un término de cuatro años.
 - 2. Un Consejal por un término de cuatro años.
 - Un Consejal por un término de cuatro años.
 - 3. Un Juez Municipal por un término de cuatro años.
- C. Los siguientes recintos son consolidados para la elección municipal regular:
 Recintos 12, 14, 15, 16, 17, 18, 19, y 35
- D. Las siguientes localidades son designadas como locales para votar para llevar a cabo la elección municipal regular:
 Los votantes en los recintos consolidados 12, 14, 15, 16, 17, 18, 19, & 35 votaran en Coronado Hall, 120 Civic Plaza Drive.
- E. Votación en Ausencia. Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas únicamente por la oficina de la Escribana de la Municipalidad. La Escribana de la Municipalidad debe llevar y aceptar todas las solicitudes para obtener una balota para votar en ausencia antes de las 5:00 p.m. del 28 de febrero de 2014. A partir de las 5:00 p.m. del 28 de febrero de 2014, la Escribana de la Municipalidad públicamente destruirá todas las balotas que hayan sido no utilizadas. La Escribana de la Municipalidad aceptará las balotas completadas por el votante que emite su balota, con el fin de votar en

ausencia, que se les entregue por correo o en persona, o de un miembro de la familia inmediata del votante, o del conserje al votante hasta las 7:00 p.m. el 4 de marzo de 2014.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el martes, 28 de enero de 2014 y terminando a las 5:00 p.m. el viernes, 28 de febrero de 2014.

Votación por Anticipado. El recuento de los votos por anticipado, de papeleta, se llevará a cabo por un tabulador electrónico M100 en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el miércoles, 12 de febrero de 2014 y terminando a las 5:00 p.m. el viernes, 28 de febrero de 2014.

- F. Las personas que deseen registrarse para votar en la elección municipal regular, tienen que registrarse con la Escribana del Condado de Taos a más tardar el martes, 4 de febrero de 2014 a las 5:00 P.M., la fecha en que la Escribana del Condado cerrara los libros del registro.
- G. Se archivará todas las Declaraciones de Candidatura con la Escribana Municipal el martes, 7 de enero de 2014 entre las horas de las 8:00 A.M. y las 5:00 P.M.
- H. Se hará un record de los votos de los electores municipales calificados en papeletas, de las cuales se hará un recuento por tabuladores electrónicos M100.

Adoptada y aprobada este día, 26 de Noviembre de 2013.

Alcalde Provisional Andrew T Gonzales

Consejal Rudy C. Abeyta

Consejal Michael A. Silva

Consejal Frederick A. Peralta

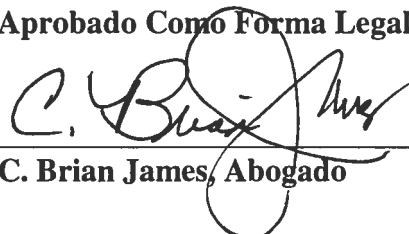
LA CIUDAD DE TAOS

Darren M. Cordova, Alcalde

Da fe:

Renee Lucero, Escribana Municipal

Aprobado Como Forma Legal



C. Brian James, Abogado



November 26, 2013

Title:

Financial Update

Summary:

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

Background:

Submitted by (Marietta Fambro)

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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📎 [Monthly Financial Report - October 2013](#)

OCTOBER 2013 FINANCIAL REPORT

General Fund

Revenues - Gross Receipts Tax - October's taxes were up 1.14% over 2012-2013, the majority of which was because of Food and Medical Distributions which was up \$12,820. The remaining classifications had an overall decrease of \$6,088. The total year-to-date growth is 5.39% over 2012-2013 and 2.58% higher than the anticipated budget. Last month we projected a 1.8% increase in Gross Receipts Tax revenues through the end of the fiscal year, after taking November's receipts into consideration we are holding to this projection at this time.

Year-to-date, actual combined revenue from all sources in the general fund are higher than the anticipated budget by 3.96%. We continued to analyze these revenues on a monthly basis.

Expenditures – Year to date, actual department expenditures are lower than the anticipated budget by 1.68%. Legal is still working on hiring an Assistant Attorney, until that position is filled we continue with savings. Currently that amount is approximately \$20,000.

Ending Balance – The projected ending balance is \$1,433,313 which exceeds our reserve requirement of 30 days by an additional 19 days, for a total reserve of 49 days. This projected ending balance takes into consideration the recent Council decision not to charge the \$10 Library Card fee and refund those fees already collected.

Capital Projects

Notable expenditures for this month include \$23,381 for central dispatch relocation costs, \$93,075 for the TCA Roof Replacement, \$83,771 for Airport Runway design phase 1, and \$283,106 for Old Talpa Canon Reconstruction at 68% completion.

<u>Projects</u>	<u>Budget</u>	<u>Spent YTD</u>	<u>Open PO's</u>	<u>Complete</u>
Facilities Fund 50	453,762	93,075	28,671	21%
Capital Projects Fund 51	1,101,137	87,188	94,977	8%
Airport Construction Fund 52	9,583,760	218,025	67,305	2%
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	361,343	264,898	11%
Utility Construction Fund 81	2,968,005	-	-	0%
Totals	17,656,745	825,130	689,970	5%

Debt Service

All debt service transfers and accounts are on schedule to be paid in accordance with their respective covenant agreements. Interest due within the next 30 days will be all New Mexico Finance Authority Loans.

	<u>Outstanding</u>			
	<u>Principal</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>
	<u>July 1, 2013</u>	<u>Payments</u>	<u>Payments</u>	<u>& 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	30,382
New Mexico Finance Authority Loans - Land & Eco Park	3,167,469	230,226	63,220	32,136
New Mexico Environmental Department Loan - WWTP-6-2031	1,200,000	60,000	-	-
Town Hall Bonds	5,245,000	280,000	215,826	-
TOTALS	14,233,067	1,056,455	453,612	62,518

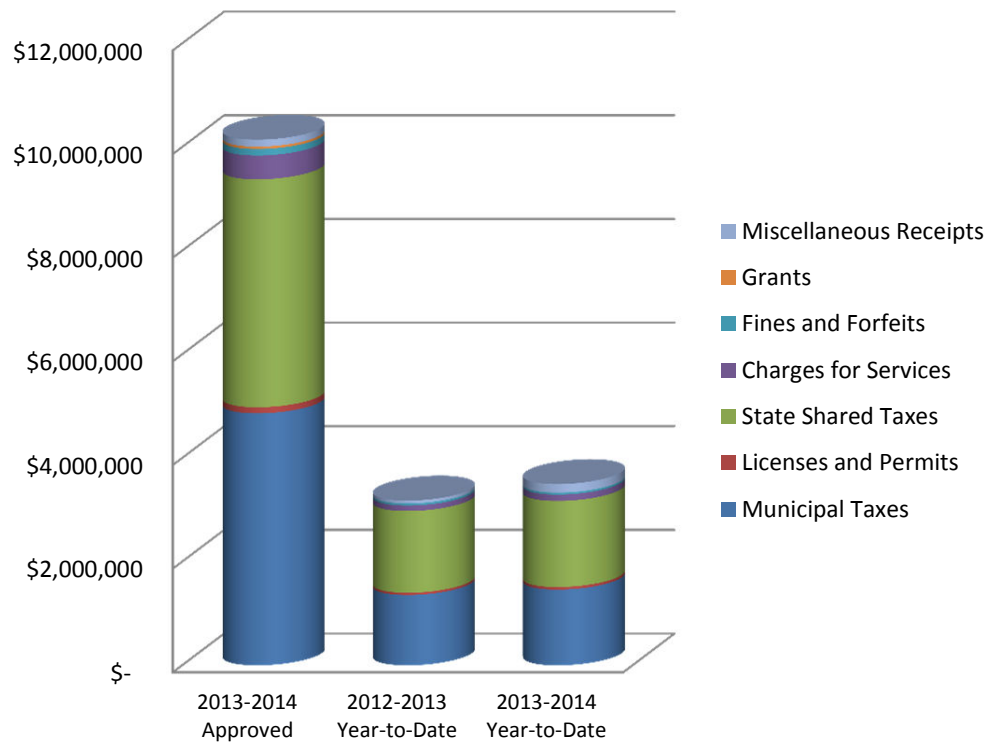
*Principal and/or interest amounts due within the next 30 days

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

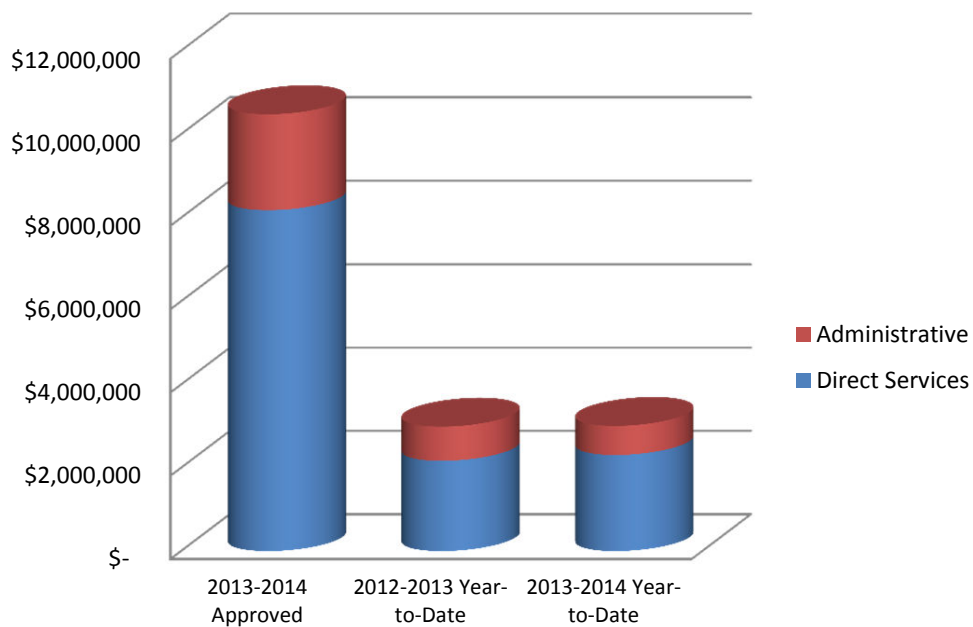
FY 2013-2014 GENERAL FUND OPERATING BUDGET - Revenues-Expenditures YTD through - October 31, 2013

	FY 2013-2014 Approved Budget	FY 2012-2013 Year-to-Date Actuals	FY 2013-2014 Year-to-Date Actuals	Projected Year End
<u>Revenues</u>				
Beginning Balance July 1, 2013	\$ 1,761,601	\$ 1,604,296	\$ 1,761,601	\$ 1,761,601
Revenues				
Property Taxes	957,979	51,591	30,607	957,979
Franchise Taxes	374,357	35,705	92,185	374,357
Gross Receipts Tax (1 ¢)	3,531,797	1,270,346	1,338,907	3,595,815
<u>Licenses & Permits</u>				
Business Registrations	44,440	10,295	4,385	44,440
Building Permits	45,450	19,676	35,415	45,450
All Other	26,678	13,625	9,888	26,678
<u>State Shared Taxes</u>				
Auto License Dist 60/40	71,325	21,491	21,907	71,325
State Shared Gross Receipts Tax (1.225 ¢)	4,326,451	1,556,173	1,640,161	4,404,874
<u>Charges for Services</u>				
Parking Meter Fees	0	38,635	0	0
Swimming Pool/Recreation	72,818	29,472	10,486	72,818
Convention Center Revenues	124,932	-	30,930	124,932
Library Fees	120,000	-	12,165	6,082
All Other	143,059	37,798	69,245	143,059
<u>Fines & Forfeits</u>				
Court Fines	93,339	30,177	28,534	93,339
Library Fines	32,980	9,613	8,586	32,980
<u>Grants</u>				
State/Federal Grants	45,000	-	0	45,000
<u>Miscellaneous Receipts</u>				
Administration Fees	307,921	-	102,433	307,921
All Other	133,660	56,379	63,459	133,660
Total Revenues \$	10,452,185	\$ 3,180,976	\$ 3,499,296	\$ 10,480,708
<u>Transfers: In (Out)</u>				
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	-	(87,564)	-	-
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)
Total Net Transfers \$	(313,305)	\$ (145,165)	\$ -	\$ (313,305)
<u>Expenditures</u>				
Executive	\$ 606,755	\$ 181,994	\$ 129,070	606,755
Judicial	227,369	61,091	61,281	227,369
Finance	767,447	355,464	370,795	767,447
Police	2,880,717	690,504	884,358	2,880,717
Fire	607,602	190,775	171,450	607,602
Streets	831,588	221,881	247,248	831,588
Recreation	514,236	139,923	118,120	514,236
Fleet	222,882	71,479	51,808	222,882
Planning & Zoning	267,514	155,182	71,004	267,514
Library	565,365	187,911	154,023	565,365
Human Resources	280,603	75,374	67,899	280,603
Facilities	1,236,536	369,207	336,936	1,236,536
Town Council	284,707	101,334	76,205	284,707
Airport	141,436	39,107	40,931	141,436
Municipal Elections	15,303	-	0	15,303
Pool	392,954	95,482	92,847	392,954
Legal	374,092	53,948	60,286	374,092
Information Technology	278,582	-	74,157	278,582
Total Expenditures \$	10,495,690	\$ 2,990,657	\$ 3,008,418	\$ 10,495,688
Ending Balance	\$ 1,404,791	\$ 1,649,451	\$ 2,252,479	\$ 1,433,313

Revenues



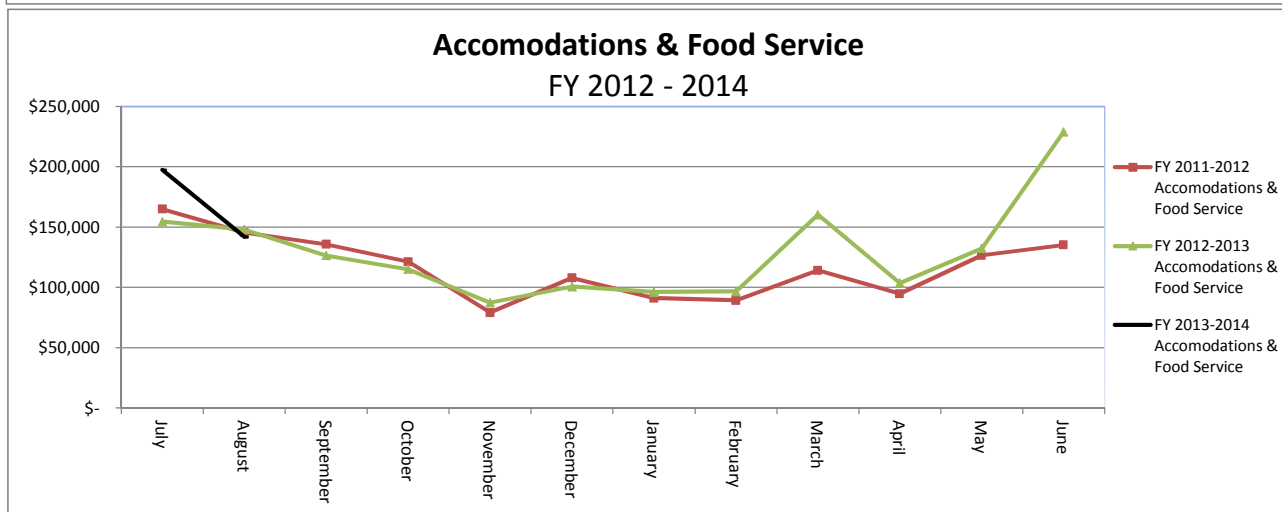
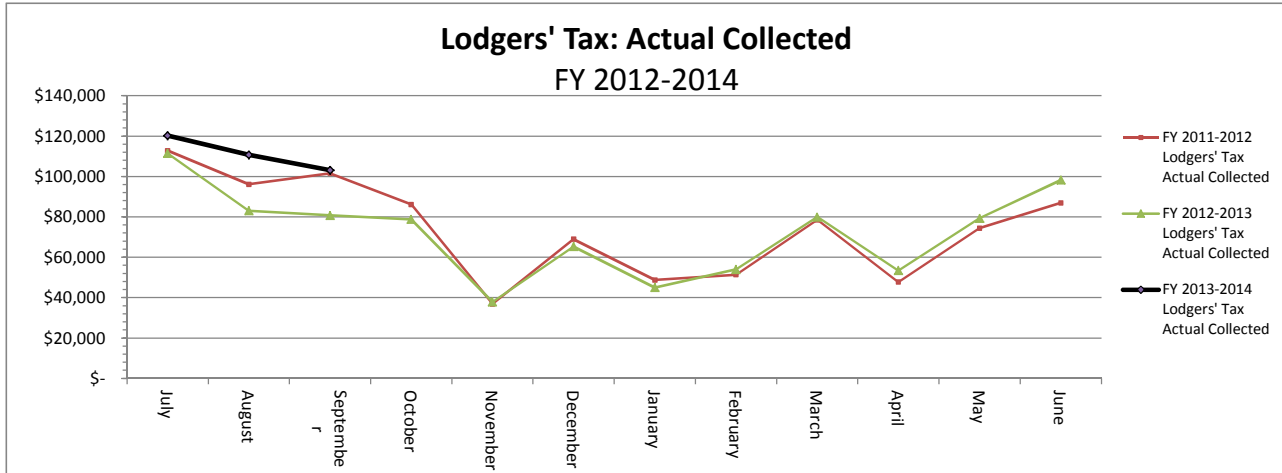
Expenditures



ALL OTHER FUNDS**FY 2013-2014 OPERATING BUDGET'S - Revenues-Expenditures - YTD through - October 31, 2013**

Item	FY 2013-2014 Approved Budget	FY 2012-2013 Year-to-Date Actuals	FY 2013-2014 Year-to-Date Actuals	Projected Year End
Revenues				
<u>Special Fund Revenues</u>				
Visitors Center	\$ 50,800	\$ 36,898	\$ 58,697	50,800
Public Transportation	506,810	92,352	108,141	506,810
Historic District	300,000	0	36,329	300,000
Communications	779,786	0	194,911	779,786
Total-Special Fund Revenues	\$ 1,637,396	\$ 129,250	\$ 398,078	\$ 1,637,396
Expenditures				
Visitors Center	\$ 644,412	\$ 216,087	\$ 176,390	644,412
Public Transportation	698,174	132,977	169,945	698,174
Historic District	300,000	0	17,925	300,000
Communications	743,792	150,492	178,541	743,792
Total Special Fund Expenditures	\$ 2,386,378	\$ 499,555	\$ 542,801	\$ 2,386,378
<u>Enterprise Funds Revenues</u>				
Municipal Tax	450,520	\$ 158,793	167,363	450,520
Water-Charges for Service	1,278,765	565,285	505,940	1,278,765
Wastewater-Charges for Service	1,659,960	629,940	653,127	1,659,960
Solid Waste-Charges for Service	1,290,895	412,713	431,354	1,290,895
Regional Landfill-Charges for Service	967,500	360,386	390,286	967,500
Total-Enterprise Funds Revenues	\$ 5,647,640	\$ 2,127,118	\$ 2,148,071	\$ 5,647,640
<u>Enterprise Funds Expenditures</u>				
Utility Billing	245,138	71,748	74,842	245,138
Water	956,491	156,413	180,321	956,491
Wastewater Collections	405,502	96,693	109,993	405,502
Wastewater Treatment	1,257,819	273,016	95,444	1,257,819
Solid Waste Recycling	254,280	333,880	71,960	254,280
Solid Waste Billing	1,064,545	251,204	341,404	1,064,545
Regional Landfill	742,770	186,110	170,829	742,770
Total-Enterprise Funds Expenditures	\$ 4,926,545	\$ 1,369,064	\$ 1,044,793	\$ 4,926,545

LODGER'S TAX INFORMATION





November 26, 2013

Title:

Departmental Monthly Performance Reports

Summary:

The Town Manager will provide the Departmental Monthly Performance Reports.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

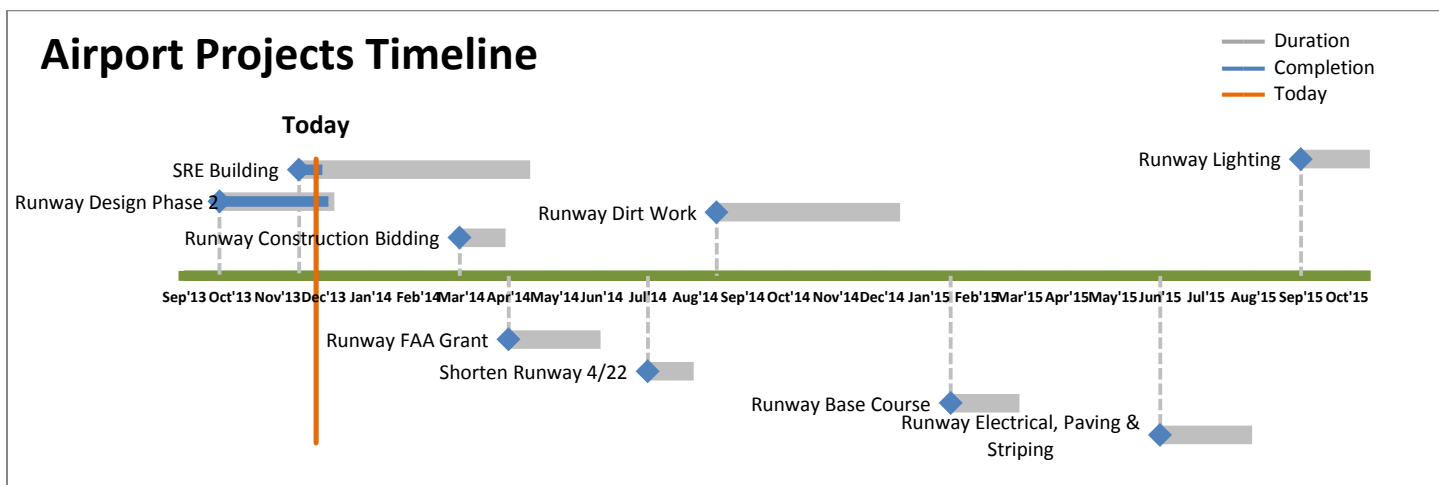
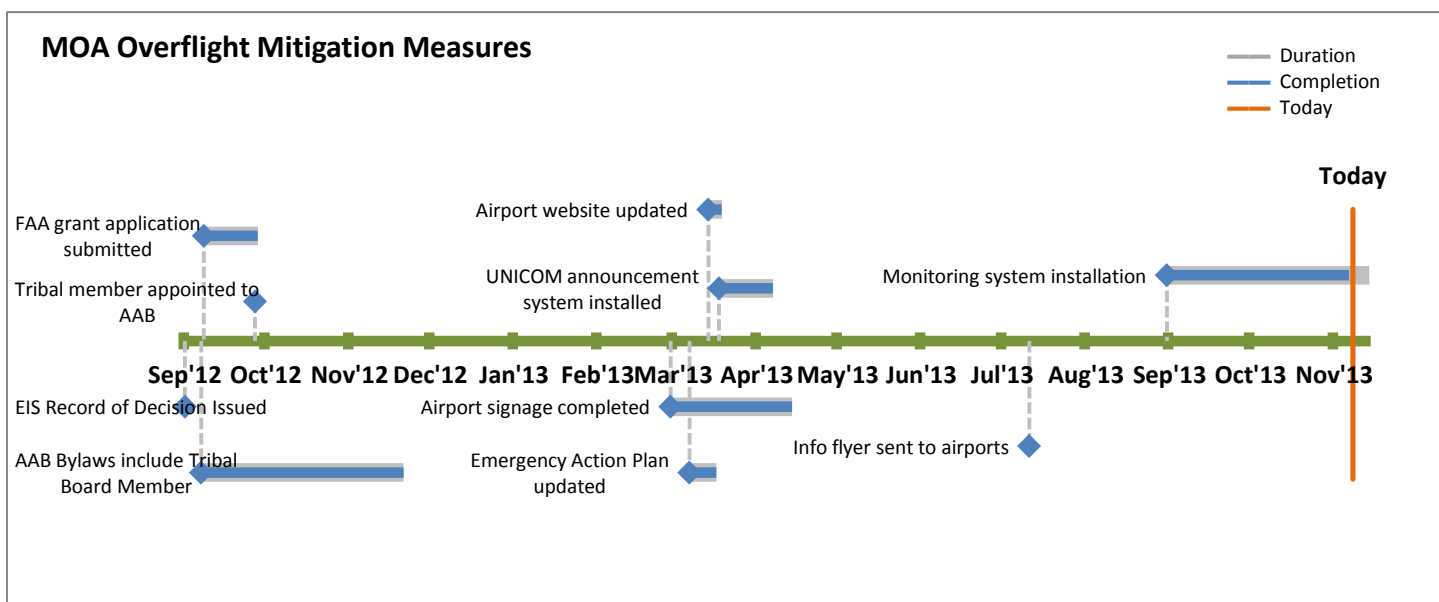
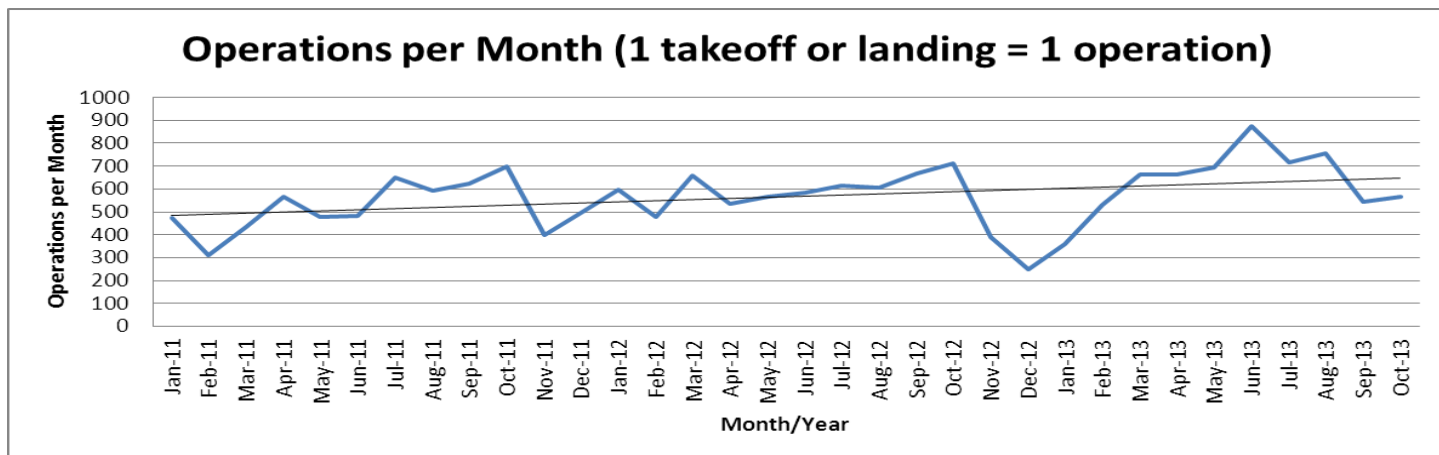
Attachments:

Click to download

- ☐ [Airport](#)
- ☐ [Clerk](#)
- ☐ [Facilities](#)
- ☐ [Marketing](#)
- ☐ [IT](#)
- ☐ [Library](#)
- ☐ [Police](#)
- ☐ [Youth & Family](#)
- ☐ [Fire](#)

✈ Airport Performance Report – November 2013 ✈

Key Projects and Performance Indicators:



Key Performance Indicators

Runway 12/30 Design expected completion date: November 30, 2013

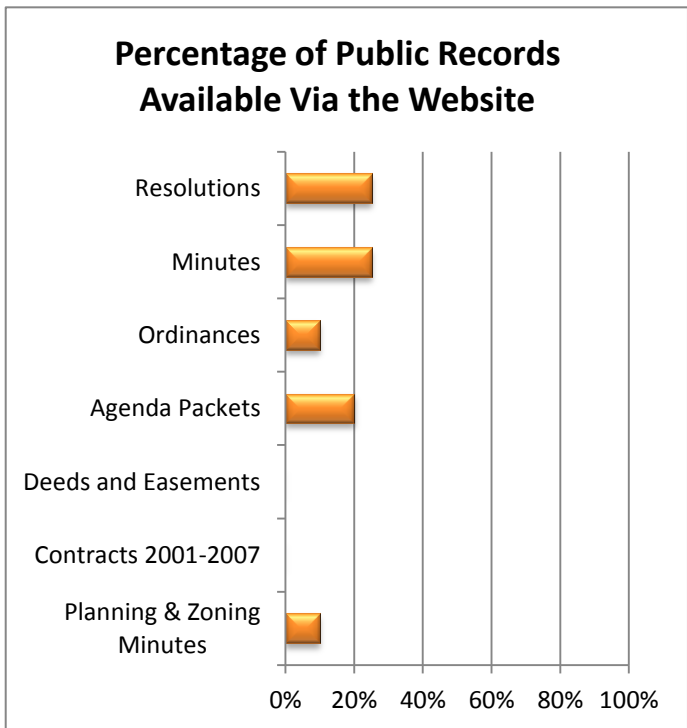
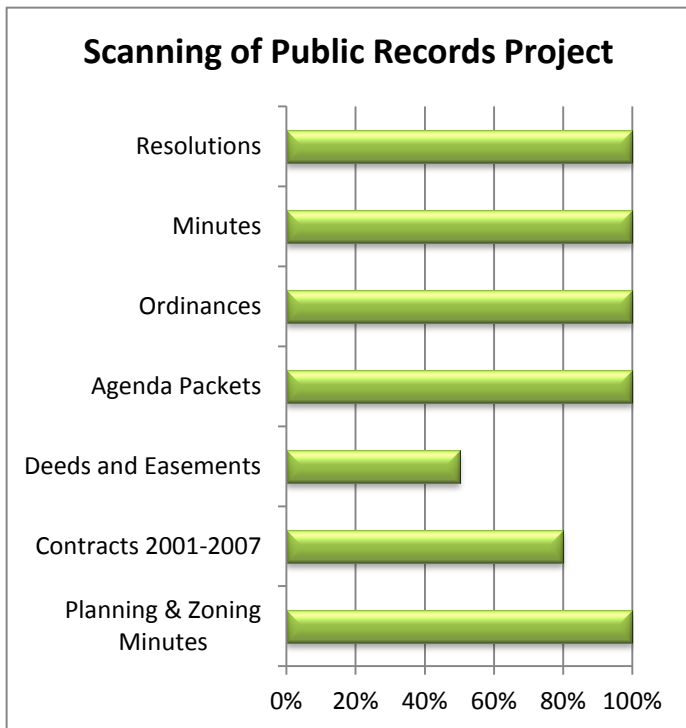
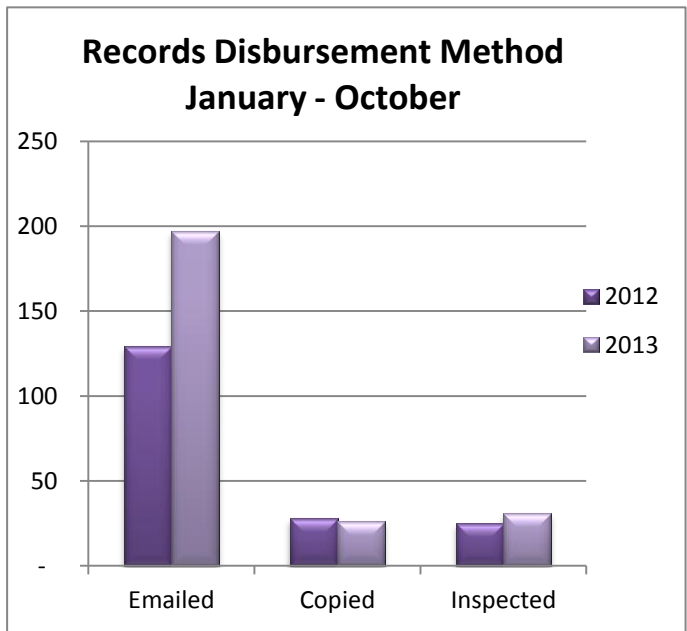
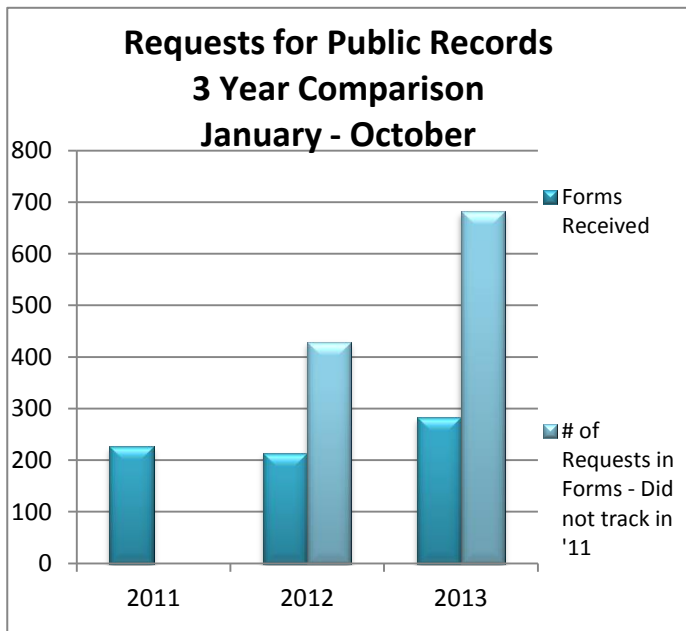
Runway 12/30 Construction bidding expected no later than end of March 2014 according to the Federal Aviation Administration.

Airport Access Agreement and Fee Schedule approval by Federal Aviation Administration possible by end of December 2013.

No reported overflights of the Taos Pueblo World Heritage Site or Blue Lake Wilderness Area for October 2013.

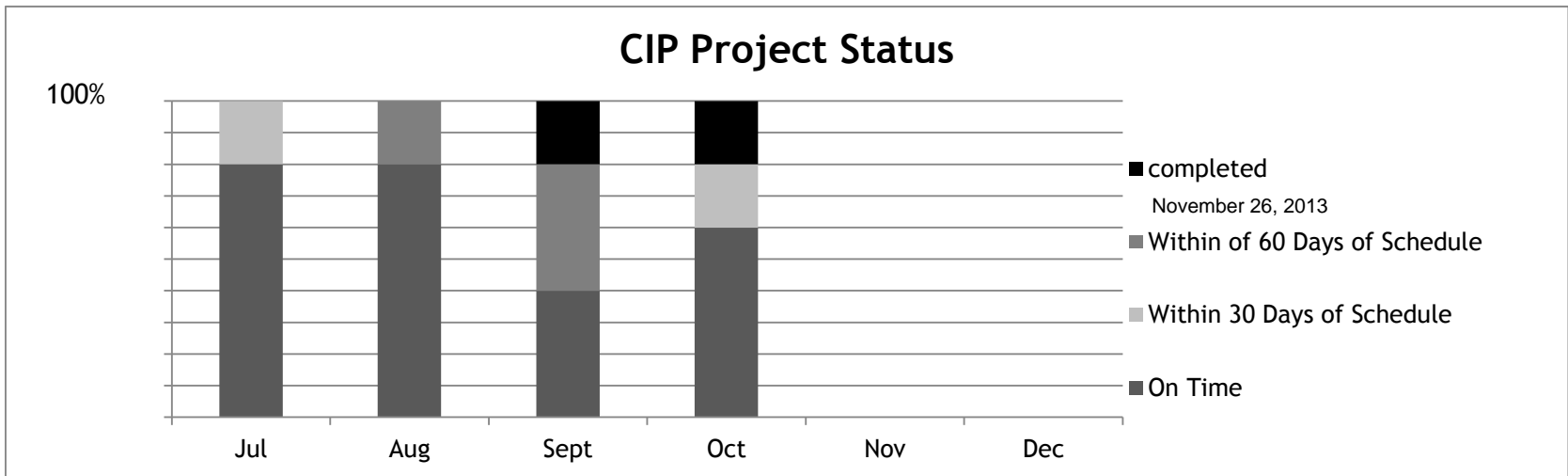
TOWN CLERK'S PERFORMANCE REPORT

Nov-13

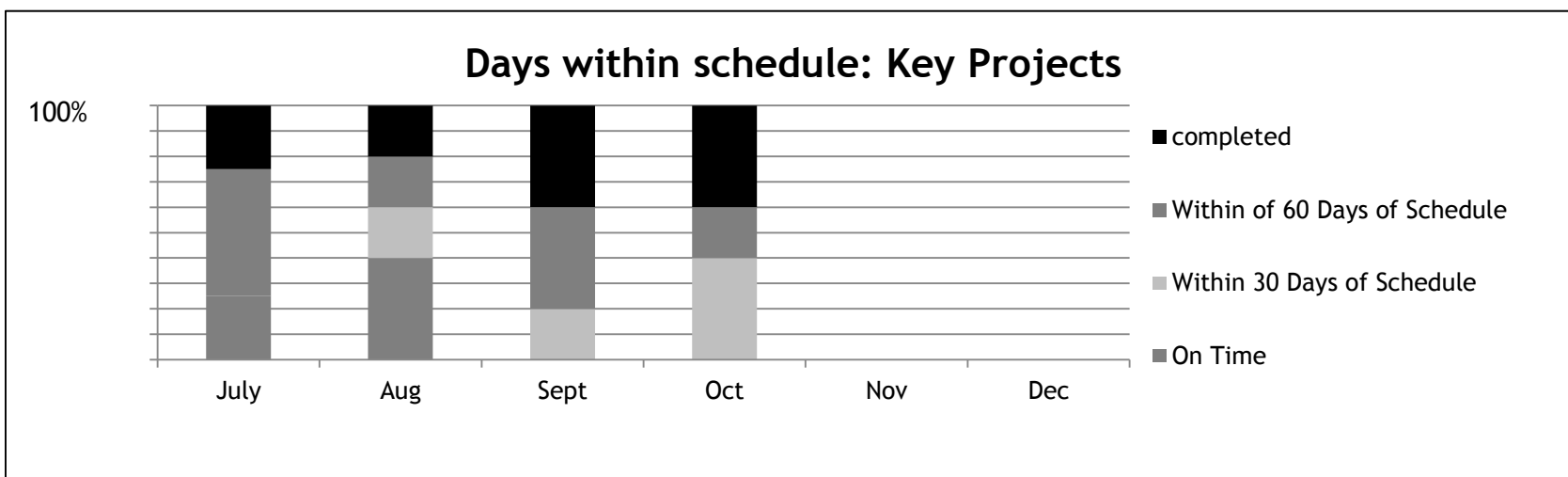


The Town Clerk's Office has been working diligently on Records Management, which includes scanning and indexing of public records as well as making them accessible on the Town's website. The two charts on the top indicate how the Requests for Public Records continue to increase every year. Our goal is 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.

FACILITIES SERVICES DEPARTMENT - October 2013



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 and Eco Park phase II. (\$10,000 for Fred Baca Park moved for Library HVAC system)



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

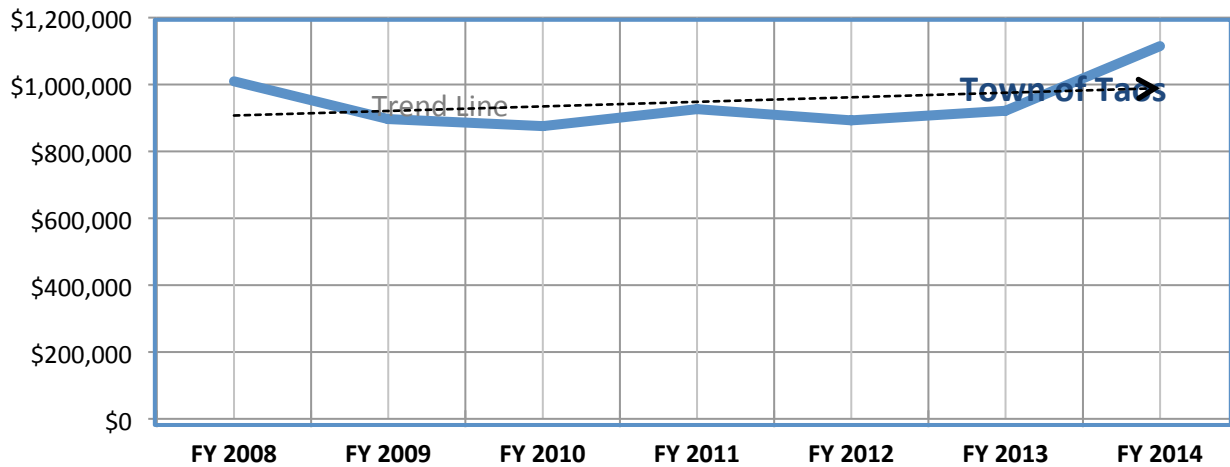
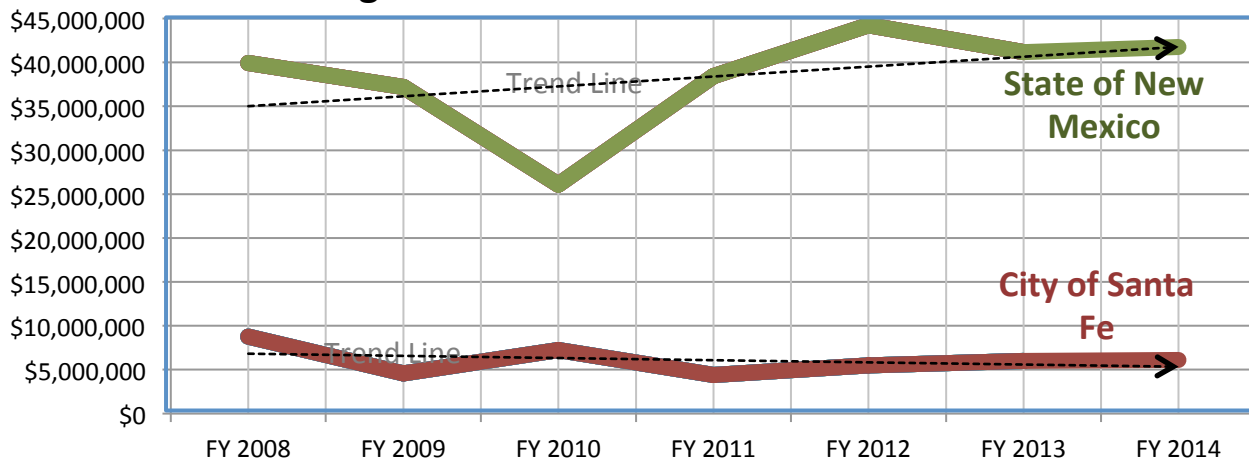
Significant achievements for October

- 1 Bypass Clean up
- 2 HVAC / Irrigation winterization
- 3 Record number of walkins (14,122) at Taos Visitor Center

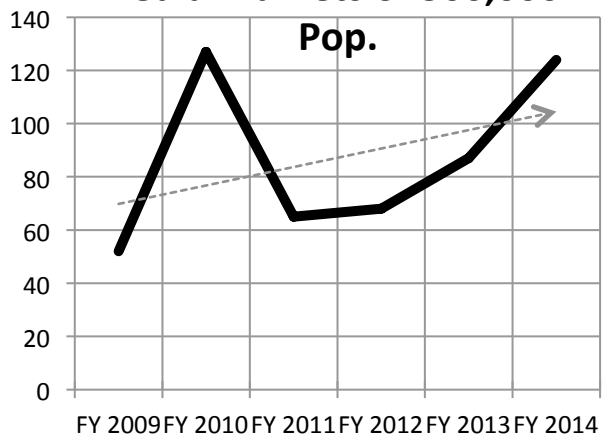
Significant Achievements Year to Date:

Tire Mulch replacement 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, NMML conference, ECC move, Eco Park maintenance improvements, TCA roof replacement complete, MRSA containment.

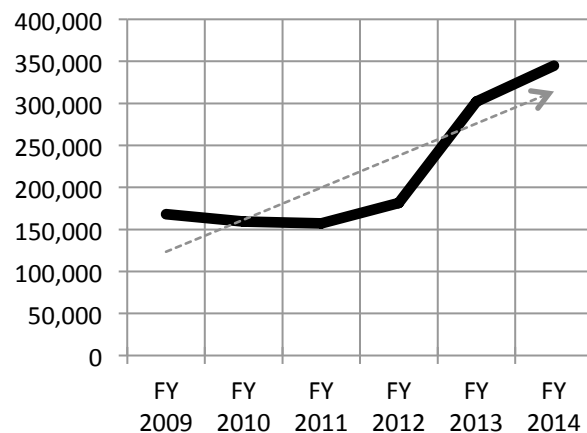
Lodger's Tax FY 2008-2014: Revenue Collected



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

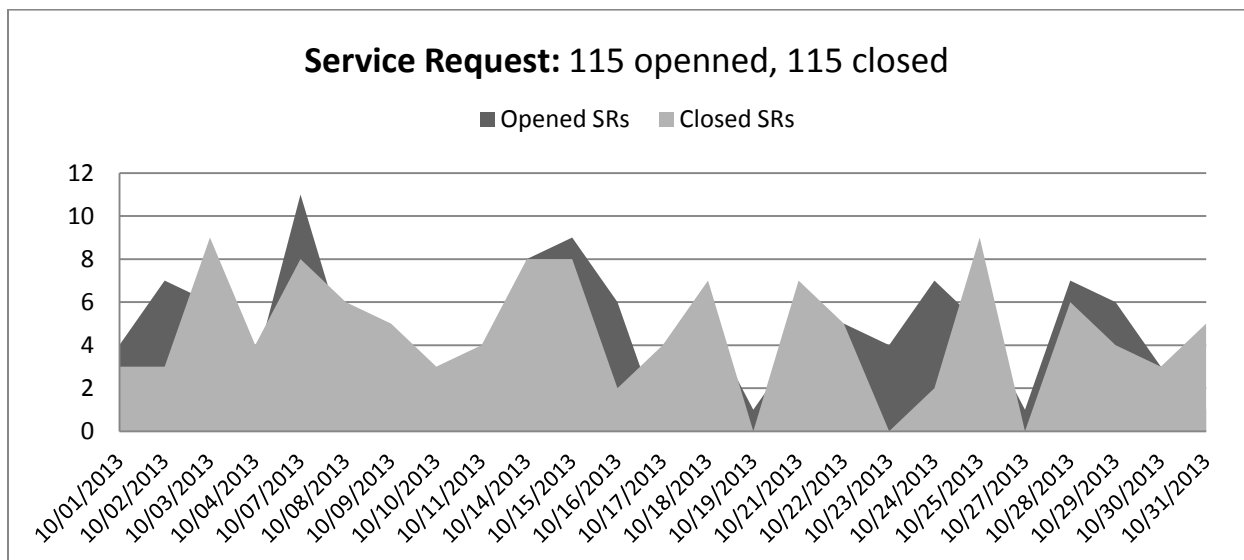
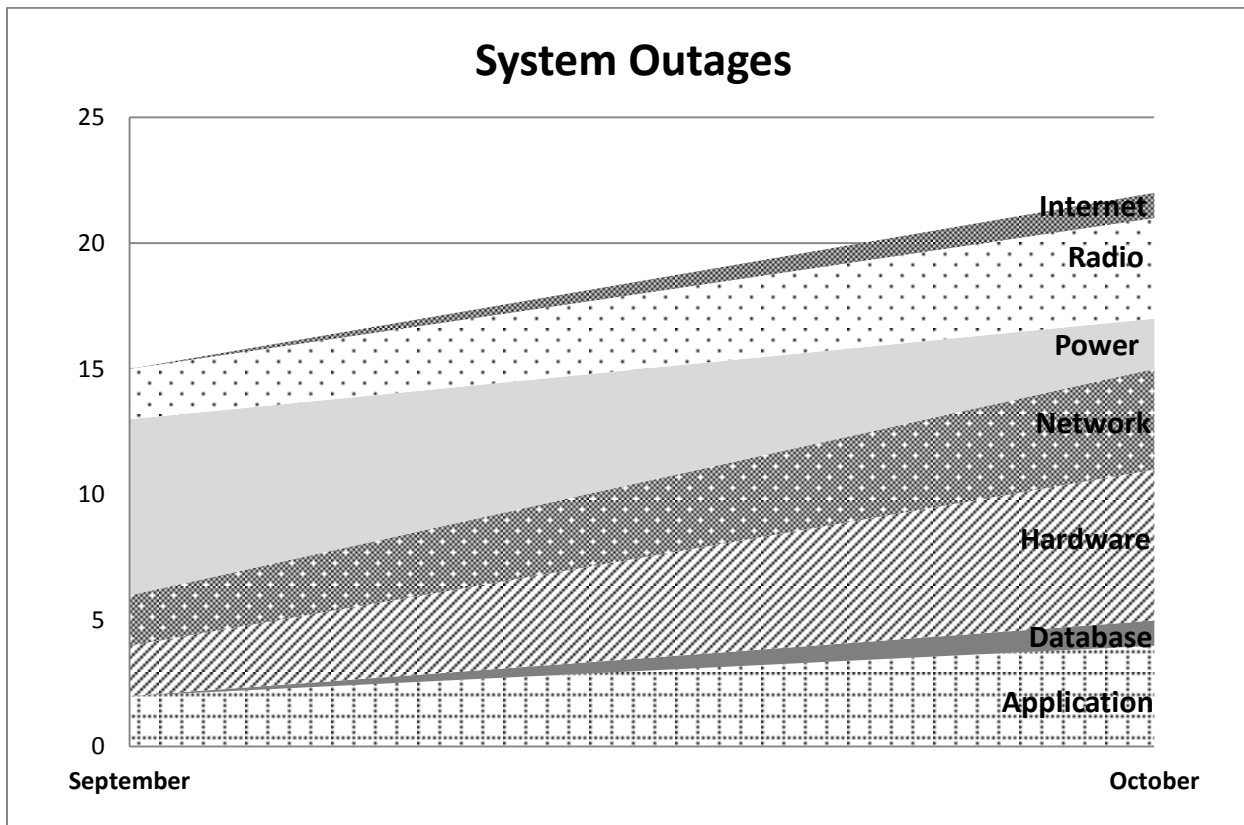


Unique Visitors to Taos.org



Update Notes:

Information Technology Department: October Performance Report

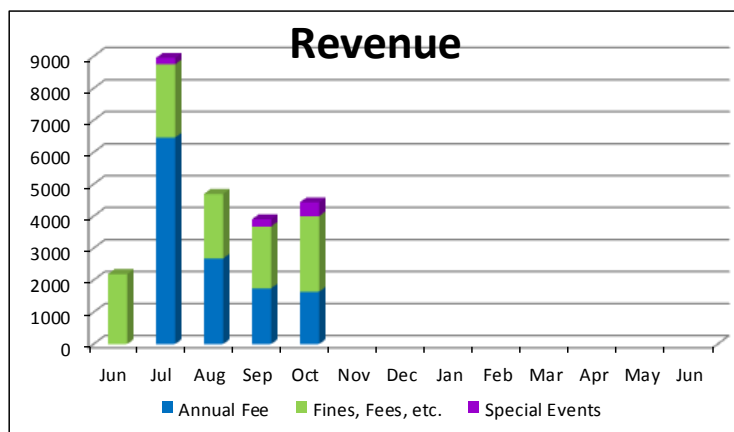


Highlights

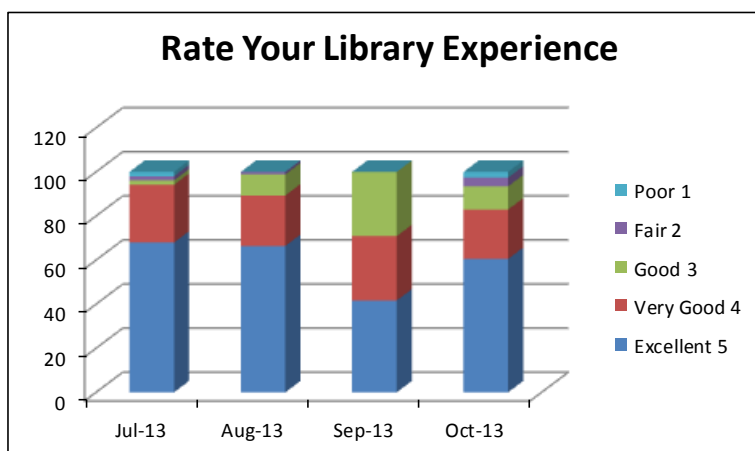
- The IT team has worked more than 100 hours in the ECC Network and PC Adjustment this month



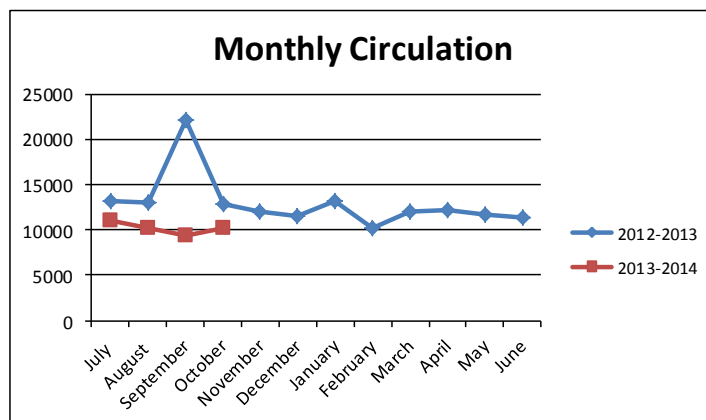
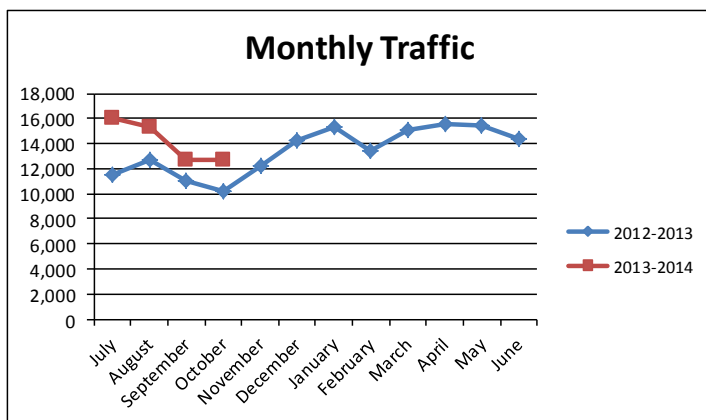
Taos Public Library Monthly Department Evaluation October 2013



Revenue: Total revenue for October 2013 was \$4436.16. This is an increase of 156% from October 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 14% of our goal of \$152,000.

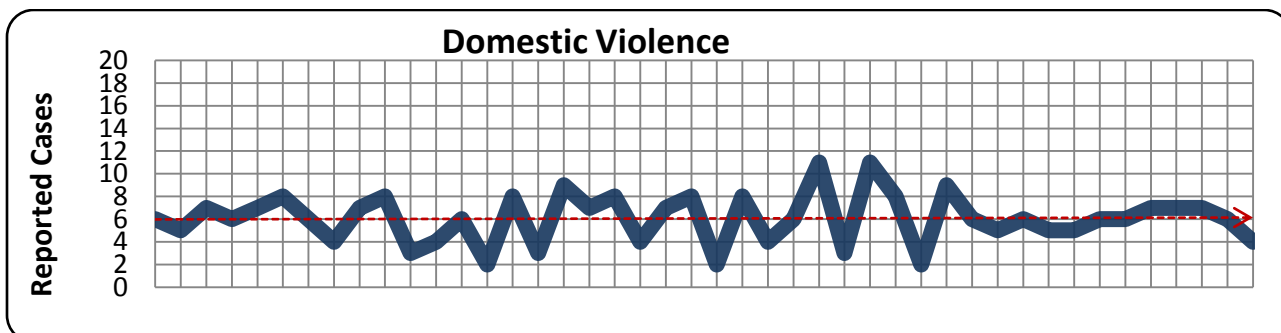
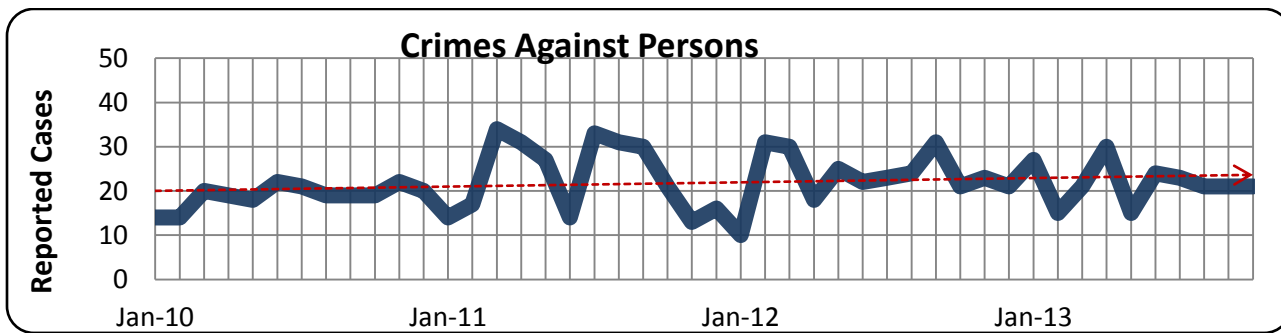
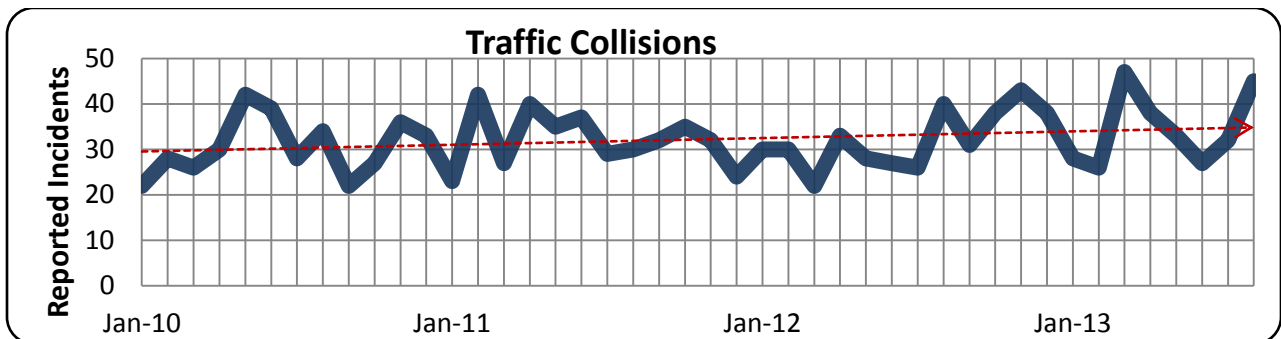
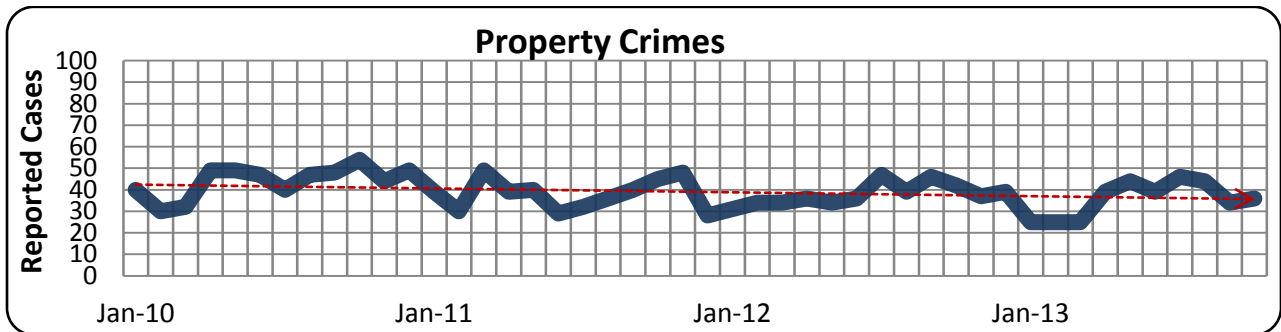


Patron Approval: Customer survey was started July 30th. Spot surveys data shows that users are generally satisfied with the library. Comments showed that our poor ratings were their disapproval of the Annual fee. Of those completing the survey in October 70.83% were adults and only 36.84% live inside the Town of Taos limits.



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

POLICE DEPARTMENT PERFORMANCE REVIEW – OCTOBER, 2013

**Highlights:**

- Officer Zach Garcia has temporarily been appointed as a recruiter for the Police Department, and we are preparing to focus on recruiting certified officers.
- One certified officer is currently in the pipeline, and is expected to be hired within this next month.
- Lieutenant promotional testing should commence in November, to select the replacement for Lt. Hogrefe, who will retire in December.

Taos Youth and Family Center

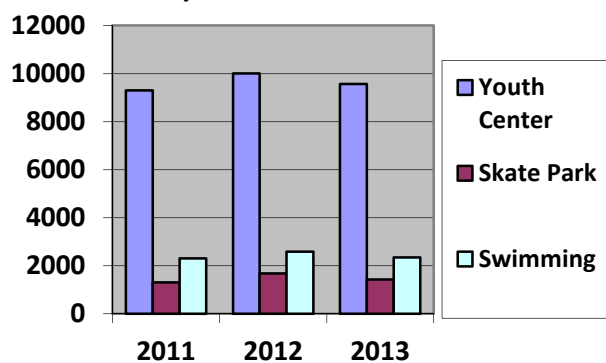
OCTOBER 2013

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

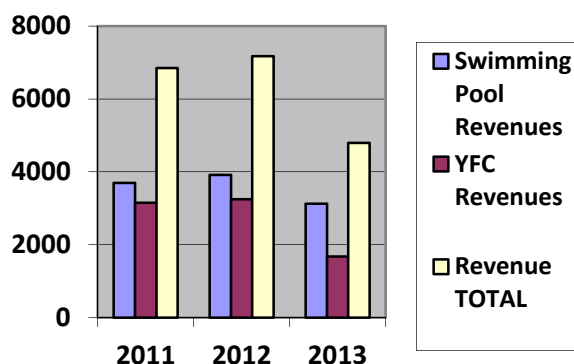
Personnel Budget



3-year Attendance



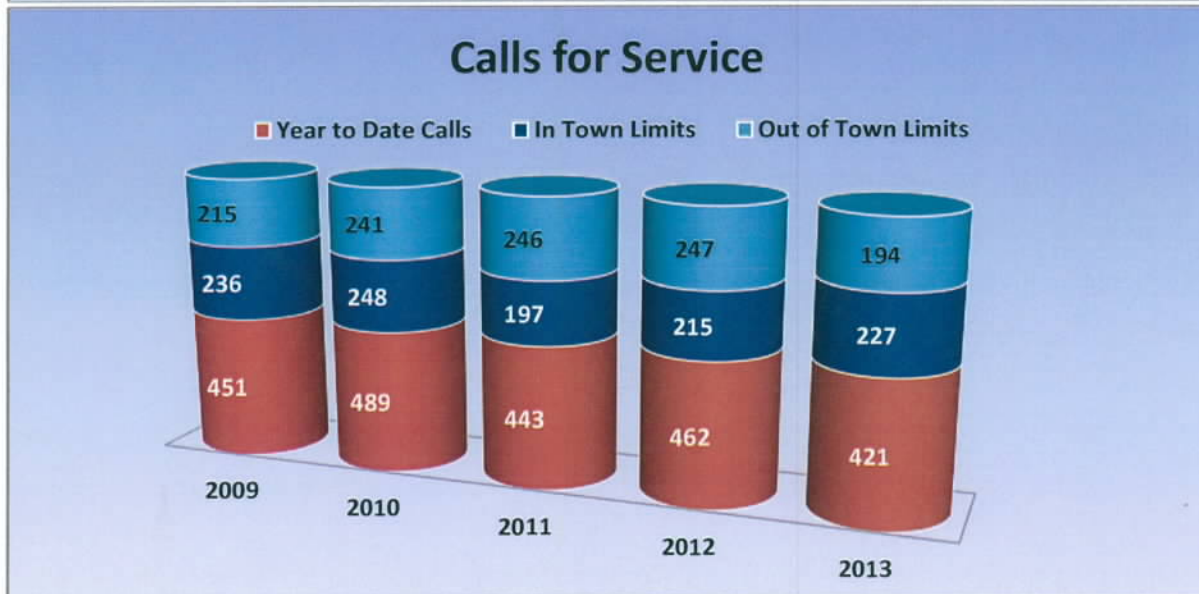
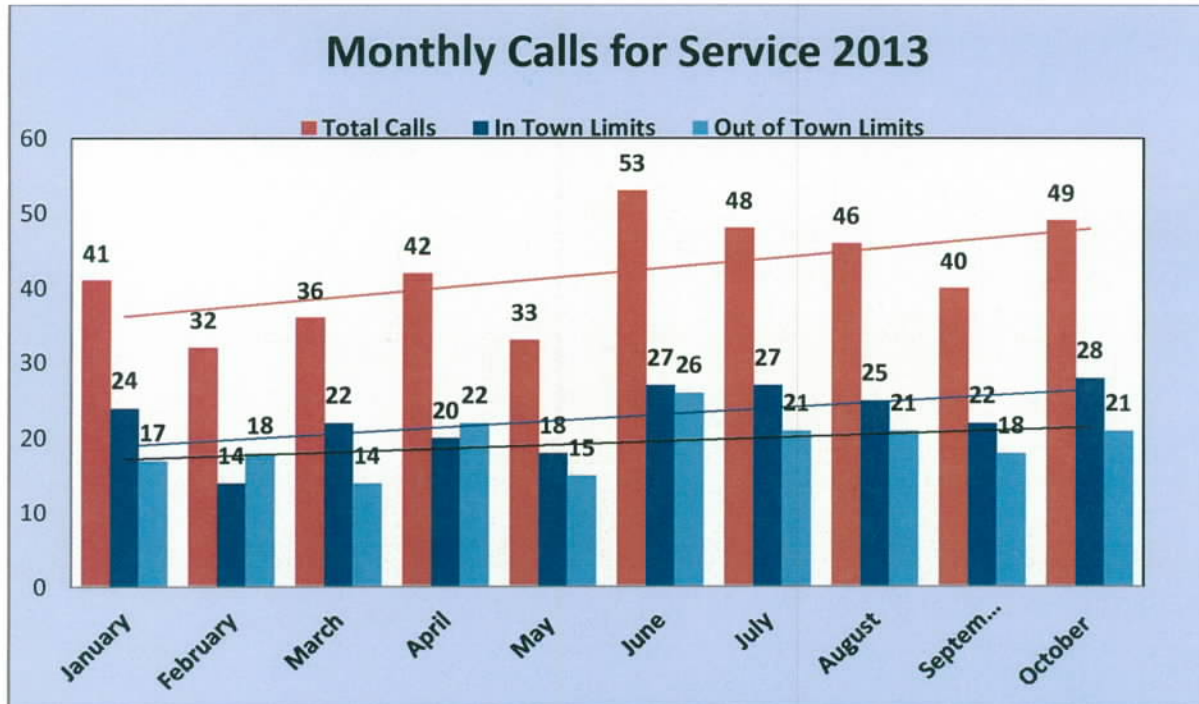
3-year Revenue Totals



Ongoing Projects and Performance Indicators:

Y&FC Annual Maintenance	90%	
Pool Patio Project	95%	
Ice Rink Compressors	100%	
Operations Manual	60%	
Personnel Evaluations	100%	

Taos Fire Department October 2013 Briefing



- Taos Fire Department Command Staff attended the New Mexico Fire Chiefs Conference held in Ruidoso, NM.
- Staff attended career day at the Taos Middle School during Fire Prevention week.
- Fire Prevention classes were given to 255 students that visited the Fire Department.
- Fire Department Personnel assisted with the Road Closures, Evacuation and Search of the Taos High School during the Bomb Threat.
- Responded to Airport for the report of a plane having problems with landing gear.
- Taos Volunteer Fire Department had a successful Fund Drive.