



**AGENDA**  
**July 8, 2014**  
**Regular Meeting**

**Town Council Chambers - 120 Civic Plaza Drive**  
**1:00 PM**

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**1. CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. MOMENT OF SILENCE**

**5. APPROVAL OF AGENDA**

**6. APPROVAL OF MINUTES**

A. June 10, 2014 Regular Meeting Minutes

B. June 16, 2014 Special Meeting Minutes

**7. PRESENTATIONS**

A. Living Treasures

Kathy Cordova will give a presentation to the Mayor and Council regarding Taos Living Treasures.

B. Youth Art and Other Youth Initiatives

Siena Sanderson will give a presentation on youth art and other youth initiatives taking place in Taos.

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

**9. MATTERS FROM STAFF**

A. Memorandum of Understanding

Consideration and possible approval of a request by the Village of

Questa to enter into a Memorandum of Understanding between the Village of Questa and the Town of Taos for the Town to serve as the Village's Fiscal Agent for monies received from the 2013/2014 legislative appropriations to the Village of Questa.

**B. Stray Hearts Animal Shelter**

Discussion, consideration and possible approval of contract TT-15-50 with the Humane Society of Taos, Inc. dba Stray Hearts Animal Shelter in the amount of \$96,000.00 inclusive of gross receipts tax.

## **10. TOWN MANAGER'S REPORT**

**A. Upcoming AFSCME Council 18 Election**

Report to Town Council on the upcoming election determining whether AFSCME Council 18 will serve as the bargaining unit for eligible Town of Taos employees.

**B. Taos Regional Airport Project**

Discussion and direction on setting a date of an informational forum pertaining to the Taos Regional Airport project.

**C. Farmers Market**

Discussion and direction on setting a date with downtown businesses for feedback on the Farmers Market.

**D. Taos Main Street District/Taos Arts and Cultural District**

Discussion, consideration and possible action to extend an invitation to Taos County to participate in the Taos Main Street/Taos Arts and Cultural District.

**E. Employee Compensation Plan**

Discussion, consideration and direction or possible action with regards to the Fiscal Year 2014/2015 Employee Compensation Plan.

## **11. MATTERS FROM THE MAYOR AND COUNCIL**

**A. Appointments to the Historic Commission**

Consideration and approval of the Mayor's recommendation for appointments to the Historic Commission.

**B. Renaming of Kit Carson Park**

Discussion, consideration and direction or possible action by the Town Council.

**C. Council Reports**

**D. Mayor's Update**

## **12. EXECUTIVE SESSION**

**Executive Session - Personnel Matters**

Discussion regarding the Town Attorney position. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)(2), which allows for discussion of limited personnel matters.

**Executive Session - Disposition of Real Property**

Discussion of possible disposition of real property known as the Phil Lovato Senior Center to Taos County for the newly created Taos County Senior Program. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H)(8), which allows for discussion of disposition of real property.

**13. 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/>.*



**July 8, 2014**

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**Title:**

June 10, 2014 Regular Meeting Minutes

**Summary:**

**Background:**

**Attachments:**

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 [Minutes](#)



**MINUTES**  
**June 10, 2014**  
**Regular Meeting**

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

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**1. CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE**

The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Daniel R. Barrone at 6:35 p.m.

**2. ROLL CALL**

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

**Those present were:**

Mayor, Daniel R. Barrone  
Mayor Pro Tem, Frederick A. Peralta  
Councilmember, Andrew T. Gonzales  
Councilmember, George "Fritz" Hahn  
Councilmember, Judith Y. Cantu

**Also present were:**

Town Manager, Richard Bellis  
Town Clerk, Renee Lucero

**Absent/Excused was:**

Town Attorney, Jacob Caldwell

**3. PLEDGE OF ALLEGIANCE**

Trish Hernandez led the audience in the Pledge of Allegiance.

1  
2  
3  
4 **4. MOMENT OF SILENCE**

5  
6  
7 **5. APPROVAL OF AGENDA**

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

11 **6. APPROVAL OF MINUTES**

12 **A. May 13, 2014 Regular Meeting Minutes**

13  
14 Item Result: Approved

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

18  
19 **B. May 21, 2014 Special Meeting Minutes**

20  
21 Item Result: Approved

22 **Councilmember Gonzales made a motion to approve. Councilmember**  
23 **Peralta seconded the motion. The motion was Passed. Those voting AYE**  
24 **were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.**

25  
26 **7. AWARDS AND RECOGNITIONS**

27 **A. Recognition of Science Fair Finalists**

28 Mayor Barrone presented certificates of recognition to Taos Schools and  
29 Taos Charter Schools Science Fair finalists for 2013-2014 School Year.

30  
31 Councilmember Hahn stated it is a great honor to recognize the science fair  
32 students. He stated for nearly 30 years, Taos School District has been number  
33 one in the state and many students have made it to the regional, national and  
34 international level. He further stated he is very proud of the students' tremendous  
35 efforts and hard work and thanked the parents, teachers and judges for their  
36 efforts.

37 Mayor Barrone stated it is truly an honor to recognize the students for their  
38 outstanding achievements.

39  
40  
41 **8. PRESENTATIONS**

42  
43 **A. Taos County Restorative Justice**

44 Rose Gordon gave a presentation on services provided by the Taos  
45 County Restorative Justice.

46 Rose Gordon stated Restorative Justice is a response to offenses against the  
47 community by individuals. The program is aimed at identifying and repairing  
48

1 harm, reducing conflicts, preventing further offenses, restoring safety and  
2 strengthening the community. She further stated Restorative Justice is used to  
3 address battery, burglary, social media harassment, theft and vandalism.  
4

5 Ms. Gordon explained how the process works and how the individuals are held  
6 accountable for the crimes they commit. She has learned that young people want  
7 to know that someone is listening to them and they learn from their mistakes  
8 through the program. Individuals provide an apology, do restitution, and follow all  
9 conditions set by the juvenile probation office, and also participate in a youth  
10 development program.  
11

12 Ms. Gordon stated when they prevent young people from committing crimes, they  
13 save the community. In addition, the individuals have better chances of  
14 performing better in school and getting good jobs.  
15

16 Mayor Barrone thanked Ms. Gordon for her presentation and expressed how  
17 important the program is to the community.  
18

19 **B. Taos 4th of July Fireworks Event Plan**

20 A presentation by Chief Leroy Gonzales, Town of Taos Fire Department,  
21 Chief Jim Fambro, Taos Volunteer Fire Department, and Jan Gordon,  
22 Stray Hearts Animal Shelter.

23 Jim Fambro, Volunteer Fire Chief, explained in 1987 a property owner lost almost  
24 all of her property because of a bottle rocket. Another person lost his tractor,  
25 shed and tools because of a bottle rock. The following year, the Taos Volunteer  
26 Fire Department (TVFD) requested that bottle rockets be banned. That's  
27 when TVFD decided to seek funding to do a fireworks display. The department  
28 went from averaging 78 fires per day during fireworks season to 14 fires per day  
29 in 2005. Since 2008 they average zero to 1 fire during fireworks season.

30 Leroy Gonzales, Administrative Fire Chief, stated many entities work together to  
31 ensure success of the display. He further stated it takes about 25 hours total to  
32 prepare for the display and their goal is to ensure everyone has a safe and happy  
33 celebration. Unfortunately, they are running out of locations to set off the  
34 fireworks. He explained due to the Salazar extension the location needs to be  
35 moved next year and they are considering the middle school on the  
36 Cañon bypass. He emphasized the fireworks display cannot be moved too far  
37 out of town because the fire stations cannot be left unattended.

38 Mayor Barrone thanked the TVFD for providing this event to the citizens. He  
39 stated Stray Hearts is willing to accommodate the event this year.  
40

41 Carol Valade, Stray Hearts Board Member, stated last year a 3 day foster  
42 program was successfully organized. She requested that TVFD assist with  
43 promotion of the foster program.  
44

45 Mr. Bellis suggested finding a "safe zone" such as the county complex where  
46 people can take the dogs and their family and have a "tailgate party" while still  
47 enjoying the fireworks from a distance.  
48

1 Councilmember Gonzales made a motion to move item 10.B. (Resolution  
2 14-25 Restricting Sale and Use of Certain Fireworks) to next item on the  
3 agenda. Councilmember Peralta seconded the motion. The motion was  
4 Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn,  
5 Peralta.  
6  
7  
8

9 C. **Resolution 14-25 Restricting Sale and Use of Certain Fireworks**

10 Consideration and possible approval of Resolution 14-25 of the Town of  
11 Taos Council restricting the sale and use of certain fireworks within Town  
12 limits, consistent with NMSA 1978 60-2c-8.1.

13 Item Result: Approved

14 Mr. Bellis suggested that the Mayor and County Commission Chairman draft a  
15 letter requesting that the local stores prohibit the selling of fireworks on their  
16 property. He stated they had a 100% success rate last year.  
17

18 ***Public Opinion***

19  
20 Mayor Barrone opened the public hearing. No one came forward.  
21

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

25 Councilmember Peralta emphasized the need to restrict fireworks due to the  
26 extreme drought. He asked the general public to please be cautious and refrain  
27 from using fireworks.  
28

29 Mayor Barrone added that the conditions are extremely dry in the mountains. He  
30 asked for caution when running chainsaws or lighting campfires.  
31

32 Councilmember Gonzales made a motion to approve. Councilmember  
33 Peralta seconded the motion. The motion was Passed. Those voting AYE  
34 were: Councilmembers: Gonzales, Cantu, Hahn, Peralta.  
35

36 D. **Renaming of Kit Carson Park**

37 *A presentation with discussion, consideration and possible action or*  
38 *direction by the Council.*  
39

40 Chris Peiper will do a presentation on consideration of the renaming  
41 of Kit Carson Park.  
42

43 Andres Vargas provided history on Kit Carson and how he tracked down Apaches  
44 and Navajos to kill them. He stated they died in droves. He further stated Taos  
45 has named many businesses after Kit Carson despite the atrocities. At one time,  
46 citizens tried to change the name of Kit Carson Park to the name of a victim of  
47 the Bataan Death March, but there was no further discussion.  
48

1 Steve Wiard read a letter on behalf of Lila Johnson, a member of the Navajo  
2 Nation, requesting that the Council change the name of the park because of the  
3 pain Kit Carson inflicted on the Navajo Nation. The letter stated people feel  
4 uncomfortable meeting in the park because of its name and the name should  
5 accommodate all cultures. Mr. Wiard stated he supports the idea of being  
6 sensitive to the indigenous people.  
7

8 Linda Yardley stated she was born and raised at Taos Pueblo. She stated she left  
9 Taos Pueblo after high school and was frightened to come back to Taos because  
10 she wondered how she would be accepted by the people of the community. She  
11 does not want the children from Taos Pueblo to feel the pain she felt growing up  
12 here. She requested support to change the name of the park to perhaps Red  
13 Willow Park.  
14

15 Chris Peiper stated they are not here to dishonor Kit Carson, but to change the  
16 symbol of the park. He further stated red willow is a native and indigenous plant  
17 in the community and is used for weaving to make things stronger. The Town  
18 can take a leadership role to make this change.  
19

20 Mayor Barrone thanked the speakers for taking the time to share these concerns  
21 with the Council. He stated this can bring the community closer together. He felt  
22 this was an important issue to bring to the Council and asked for direction.  
23

24 **Councilmember Hahn made a motion to change the name of Kit Carson**  
25 **Park to Red Willow Park. Councilmember Cantu seconded the motion.**  
26

27 For discussion Councilmember Peralta stated he would like more time to think  
28 about this and would also like more input from the community on what the name  
29 should be. He further stated the reason Kit Carson's name is used so much in  
30 Taos is because he was a highly ranked mason. He believes the park should be  
31 renamed in respect for people of the community; however, he would like to  
32 consider dedicating the park to those who sacrificed during the Bataan Death  
33 March.  
34

35 Councilmember Gonzales stated he would also like to see further discussion on  
36 this issue. He stated one common bond everyone shares is the veterans of the  
37 community as everyone, including those who are from Taos Pueblo, has many  
38 friends and family members who are veterans. He also agrees the park should  
39 be renamed but would like more discussion on what the name should be.  
40

41 Councilmember Cantu recalled as a teenager when Taos Pueblo requested that  
42 the park name be changed, she told her father, former Mayor Phillip Cantu, that  
43 the name should be changed. Furthermore, she stated Taos Pueblo is like a  
44 second home to her and Red Willow Park is an appropriate name. She  
45 stated changing the name is the respectful thing to do.  
46

47 Mr. Bellis stated during the planning for Dennis Hopper Day, coordination of the  
48 event required a lot of discussion with Taos Pueblo and for the first time since the  
making of the movie, motorcycles were allowed on the Pueblo. He stated people  
are drawn to Taos because of the multi-cultures and the park is the one place

1 everyone can come together. He further stated Red Willow Park seems to be a  
2 name that fits all cultures because it offends no one.

3  
4 Lengthy discussion ensued regarding how the Town obtained the park from the  
5 New Mexico Energy, Minerals and Natural Resources Department and whether  
6 the cemetery should also be renamed.  
7

8 **Councilmember Hahn amended his motion to change the name of Kit**  
9 **Carson Park to Red Willow Park including the cemetery. Councilmember**  
10 **Cantu seconded the motion. The motion was Passed. Those voting AYE**  
11 **were: Councilmembers: Cantu, Gonzales, and Hahn, Voting NAY was:**  
12 **Councilmember Peralta.**

13  
14 Mayor Barrone stated he will reach out to the Taos Pueblo Governor and  
15 Warchief on this action.

16  
17 Councilmember Hahn stated he would like the Town to commit to reconciliation  
18 with Taos Pueblo at the next Council meeting, considering that the Taos Fiestas  
19 and Taos Pueblo Pow Wow are coming up.

20  
21 Councilmember Gonzales stated a couple of years ago the entire Town Council  
22 attended a meeting with the Taos Pueblo Governor's Office and it was a  
23 reconciliation to agree to live in peace amongst each other. He asked that the  
24 Council schedule a meeting with the Pueblo to exchange ideas on issues facing  
25 the community.

26  
27 Mayor Barrone directed Mr. Bellis to follow-up on Councilmember Hahn's and  
28 Councilmember Gonzales' requests.  
29

## 30 9. CITIZENS FORUM

31  
32 ·Jeff Northrup stated it was wonderful to see the Council come to a resolution on  
33 renaming Kit Carson Park. He discussed the airport expansion and felt the Town  
34 Manager's comments at the last meeting regarding the airport were inappropriate.

35  
36 ·Todd Thompson stated he is a licensed general contractor and employs twelve  
37 local residents. He described an incident last week involving the Town's Code  
38 Enforcement Officer who he believes was abusive, rude, and threatening to his  
39 crew while they were in the middle of an emergency roofing job on a woman's  
40 house that had been leaking. He stated the Code Enforcement Officer's  
41 inappropriate behavior in this and past incidents shows he needs training to deal  
42 with the public in a more diplomatic manner. Mayor Barrone directed Mr. Bellis  
43 to evaluate and address situation.

### 44 **STRAY HEARTS ANIMAL SHELTER DISCUSSION**

45 Several citizens were present to discuss problems involving the Board of  
46 Directors, employees and volunteers at Stray Hearts Animal Shelter. Mr. Bellis  
47 stated Town officials have received several calls and emails regarding Stray  
48

1 Hearts and there have been a lot of discussion and an active investigation. He  
2 further stated the Mayor and staff performed an unannounced visit to the shelter  
3 today and visited every kennel and met with the staff and the veterinarian.  
4 Additionally, the surgical room, which there were complaints about, was also  
5 visited. He further stated there was a meeting between himself, the Mayor, the  
6 County Commission Chairman, the County Manager and the Stray Hearts Board  
7 of Directors and it was agreed that the best way to resolve the problems is to  
8 have the Office of Veterinary Services act as an objective third party. In the  
9 meantime, the Town and County will renew the contract on a month to month  
10 basis until the study is complete. Should findings be minor, a corrective action  
11 plan will be developed by the Town and the County and the Board will be  
12 obligated to the corrective plan as a condition of their funding. If there are  
13 significant findings an RFP will solicited for the services. He requested that the  
14 citizens who wish to comment on this issue limit their comments to information  
15 that has not yet been presented and to be respectful of the time limit.

16 ·Nancy Woodworth stated she is a volunteer with Stray Hearts and fosters many  
17 animals. She stated she is no longer allowed to foster animals because she  
18 violated a privacy rule and an employee handbook that she never received. She  
19 has been banned from the shelter. She further stated any organization that loses  
20 so many employees and board members needs assistance.

21  
22 ·Jill Waschen stated it is important to realize that in any organization trouble starts  
23 at the top. She served on the board and felt that Jan Gordon was a hands-on  
24 director and made many improvements; however, after a few months conflicts  
25 with people became a problem. She believes character and personality are  
26 important components of a director.

27  
28 ·Christie Olson stated 2 years ago she asked her daughters to pick a community  
29 service project to give back to the community and they chose Stray Hearts. They  
30 have fostered many kittens. She stated she is not here to choose sides but did  
31 notice changes at the shelter one month ago. She trusts the Mayor and Council  
32 to address the issues.

33 ·Winn Kalman stated she was dismissed as a volunteer on June 1st and banned  
34 from the property at Stray Hearts. She served on the board, was chair of  
35 the committee that developed the employee handbook, was involved in fund  
36 raising and prepared press releases. She further stated it has become clear that  
37 the shelter is tough on employees and volunteers.

38  
39 ·Ann Wyndham stated she has volunteered at Stray Hearts for 10 years and was  
40 recently fired as a volunteer because she spoke up for employees that have been  
41 abused. She misses caring for the cats and kittens.

42  
43 · Gary Storch stated he served on the board and further stated the accusations  
44 on the internet and through email are outrageous. He stated on the radio this  
45 morning, the main complaint citizens spoke of was that employees were let go.  
46 Nothing was said about all of the other accusations of animal abuse and abuse of  
47 employees. He stated the shelter has a good staff and a lot of volunteers.

1 · Mary Domito serves as president of the Board of Directors. She is pleased  
2 there was a decision to have an independent company evaluate the shelter. She  
3 emphasized the animal shelter is a business. She also read a letter from Brian  
4 Lewis a former employee of the shelter who worked as a canine caretaker. Mr.  
5 Lewis stated he left Stray Hearts for reasons not related to any discourse and  
6 found management to be of high quality and caring of the staff and the animals.  
7 He believes there was a handful of employees who started rumors and were  
8 disrespectful toward management.  
9

10 ·Ed Cone stated he is a certified national animal control officer and helped  
11 implement policies and procedures for the care of animals. He also served on the  
12 Board of Directors and left the board because of this exact situation. He does not  
13 like using the public to address problems. He stated the problem is that this is a  
14 business and the Board of Directors are not supposed to be in the shelter trying  
15 to manage employees. He believes the shelter has been attacked by one group  
16 over and over.

17 ·Jeannie Moretti stated she is a volunteer dog walker at the shelter and it is not  
18 an easy job. She is upset that this is how whistleblowers are treated. She further  
19 stated people who have spoken out have been punished.  
20

21 Councilmember Gonzales stated he has observed from all the emails that  
22 something has failed within the organization and understands that all individuals  
23 are extremely compassionate about the care of the animals in the community.  
24 He further stated this issue makes him wonder about how the Town funds the  
25 organization.  
26

27 Mr. Bellis stated he truly admires the employees and volunteers as their jobs  
28 are heart-wrenching at times. He further stated the animals will suffer if the  
29 problems are not resolved.  
30

## 31 32 10. PUBLIC HEARINGS

### 33 34 A. Ordinance 14-09 Amending the Zoning Map

35 Consideration and possible approval of Ordinance 14-09 to change the  
36 zoning on approximately 8.789 acres located at 1127 Paseo del Pueblo  
37 Sur from C-1 "Neighborhood Commercial" to C-2 "General Commercial"  
38 within the Town of Taos.

39 Mayor Barrone read the rules for conducting a quasi-judicial hearing. He asked  
40 the Council if there were any conflicts of interest for this case. There were none.  
41

42 Martha Perkins, Planning and Zoning Director, presented Ordinance 14-09 and  
43 reviewed her Staff Report, which included the criteria for approval of an  
44 amendment to title 16.12.060.2 as follows:  
45

- 46 - Criteria 1. The amendment is consistent with the direction and intent of the  
47 existing Town of Taos Master Plan;
- 48 - Criteria 2. The amendment is consistent with the purpose and intent of Town

1 of Taos zoning regulations;

2 - Criteria 3. The amendment is consistent with the existing land use in the  
3 affected neighborhood;

4 - Criteria 4. The benefit to the neighborhood will outweigh any potential  
5 adverse impact upon the surrounding properties;

6 - Criteria 5. The amendment to this title will not create a danger to the public  
7 health, safety, or welfare, nor cause an extraordinary public expense, or create a  
8 nuisance; and

9 -Criteria 6. The amendment is justified by the fact that the original zoning was  
10 an error, by change in condition in the vicinity, or by change in the Town of Taos  
11 overall development policy.

12 Ms. Perkins stated the Planning and Zoning Commission met on April 2, 2014  
13 and May 7, 2014 on this case and their primary concern relates to Criteria 4. She  
14 stated their concern was that rezoning the entire property would cause  
15 additional traffic on Gusdorf Road; however, the Commission did not feel it was  
16 enough detriment to the neighborhood and approved the rezoning. She  
17 emphasized this case is only for zoning and not any project and as far as she  
18 knows the agent, Mark Yaravitz, has no project in mind. She explained the  
19 difference between a C-1 Zone and C-2 Zone; the intent of C-1 is more  
20 neighborhood oriented and C-2 is more commercial oriented.

21  
22 Mayor Barrone asked whether neighboring property owners were notified of this  
23 hearing. Ms. Perkins stated neighbors within 300 feet of the property in question  
24 were notified. She further indicated there was also a legal notice published in the  
25 Taos News and staff also posted notice at the property.

### 26 ***Public Opinion***

27 Mayor Barrone opened the public hearing. **No one came forward.**

28  
29 Mark Yaravitz, agent for the property owner, stated his client owns 8.8 acres and  
30 over the past few years there have been discussion about developing the  
31 property but it is very difficult to do so considering that the zoning is split. He  
32 stated his client would like one set of rules to follow for developing his property  
33 instead of two sets of rules.

### 34 **After closing the public hearing, Mayor Barrone asked for questions from 35 the Council.**

36  
37 Councilmember Peralta asked if the property has a Gusdorf Road address. Ms.  
38 Perkins stated the address is on Paseo del Pueblo Sur. Councilmember Peralta  
39 asked if there is another assigned address from Gusdorf. Ms. Perkins stated not  
40 at this time.

41  
42 Councilmember Peralta asked what the concerns were from the Planning and  
43 Zoning Commission. Ms. Perkins stated they were concerned about  
44 heavier traffic associated with C-2 zoning, considering Taos Middle School is  
45 located directly across the street. She stated there was also concern about the  
46 C-2 portion, which is the smaller portion of the property, being developed into a  
47 strip mall; versus if the entire property was C-2, a larger development could  
48

1 happen.  
2

3 Councilmember Peralta asked how many feet is the opening on Paseo del  
4 Pueblo Sur. Mr. Yaravitz stated right now it is about 27 feet; however, his client is  
5 working with Mr. Degodoi, the neighboring property owner, to exchange some  
6 property to make the opening 36 feet. Councilmember Peralta asked why  
7 ingress/egress is not from Gusdorf Road. Ms. Perkins stated that could be  
8 done, but the application was only to change the zoning from C-1 to C-2, not to  
9 change the address. Councilmember Peralta stated it was the Commission's  
10 responsibility to determine whether the address should be Paseo del Pueblo Sur  
11 or Gusdorf Road. Ms. Perkins stated that issue was discussed and further stated  
12 the Council can make their decision and overturn the Commission's decision.  
13

14 Councilmember Peralta further stated he is concerned with Criteria 6 because  
15 he served on the Planning and Zoning Commission at the time the property was  
16 zoned and he does not believe that the original zoning was in error. Ms.  
17 Perkins stated the staff report indicates it is unknown whether the zoning was  
18 done in error. She further stated the criteria is boiler plate language and can  
19 be changed. Councilmember Peralta asked Ms. Perkins if her recommendation is  
20 to change the zoning. Ms. Perkins stated she recommends approval of the  
21 rezoning.  
22

23 Councilmember Peralta stated he is concerned about Gusdorf Road and asked if  
24 the Council has the ability within the provisions of approval to gain easement to  
25 improve accessibility if the zoning is changed to C-2. Ms. Perkins stated she  
26 believes it would need to be approved under a separate application as zoning is  
27 separate from a commercial site plan review.  
28

29 Mr. Yaravitz stated if the zone is not changed the client will probably split the  
30 property so that all traffic will come from Gusdorf Road. He stated the opportunity  
31 to develop is greater if the parcel is zoned C-2 instead of C-1.  
32

33 Mayor Barrone stated he is concerned about development being next to Taos  
34 Middle School. Councilmember Hahn stated he is also concerned, but he  
35 believes that all developments proposed on that property has to come back to the  
36 Planning and Zoning for approval. He thanked the Commission  
37 and Ms. Perkins for her reports.  
38

39 Extensive discussion ensued regarding whether future development plans for the  
40 property would need to come back to the Planning and Zoning Commission and  
41 the Council for approval. Ms. Perkins stated her initial staff report requested that  
42 condition, but the Commission did not approve it that way. She further stated  
43 she is working on an ordinance to require the Commission and the Council  
44 to approve site plans.  
45

46 The Council also discussed, at length, the potential increase in traffic on Gusdorf  
47 Road and whether the applicant can provide an easement to widen the road to  
48 alleviate traffic. An easement would need to be required in the development  
plan.

1 Mr. Bellis asked if the Council would consider continuing this item based on three  
2 conditions: 1) Direct Mr. Yaravitz to consult with his client and Taos Municipal  
3 Schools about granting an easement to widen Gusdorf Road; 2) Direct Ms.  
4 Perkins to work on rezoning the entire area to C-2 up to Santiago Road; 2)  
5 Direct Ms. Perkins to propose a change to the Land Use Development Code  
6 making it mandatory for commercial developments go to the Planning and Zoning  
7 Commission for approval.  
8

9 **Councilmember Gonzales made a motion to table this item until after Item**  
10 **12.A. (Amendment to Open Meetings Resolution) so that the Council can**  
11 **determine what their meeting schedule will be. Councilmember Hahn**  
12 **seconded the motion. The motion was Passed. Those voting AYE were:**  
13 **Councilmembers: Cantu, Gonzales, Hahn, Peralta.**  
14  
15

## 16 11. TOWN MANAGER'S REPORT

## 17 12. MATTERS FROM THE MAYOR AND COUNCIL

### 18 A. **Resolution 14-26 Open Meetings Resolution Amendment**

19 Consideration and possible approval of Resolution 14-26 which  
20 amends Resolution 14-01 - Open Meetings Resolution.  
21  
22

23 Mr. Bellis recommended changing the Town Council Meetings to the first and  
24 third Tuesdays of every month, since the Taos County Commission Meetings are  
25 held the second and fourth Tuesday of every month at 1:00 p.m. He also  
26 suggested holding Quarterly Citizens Forums to have additional dialogue with  
27 citizens in an effort to minimize the amount of time spent on Citizens Forums  
28 during regular meetings.

29 Councilmember Peralta stated the Council used to have Quarterly Citizens  
30 Forums and no one attended. He suggested holding a Workshop Meeting on the  
31 first Tuesday during the day to discuss all of the items; then holding a Regular  
32 Meeting on the third Tuesday in the evening to take action on the items.  
33

34 Councilmember Gonzales stated he would rather hold both meetings during the  
35 day as the meetings have been ending late at night, sometimes at 1:00 a.m. He  
36 is also concerned about staff who often begin work at 7:00 a.m.  
37

38 Councilmember Hahn stated he is concerned about citizens who have to work  
39 during the day and cannot attend meetings held during the day.  
40

41 Councilmember Cantu stated she does not see a problem with holding the  
42 meetings at 1:00 p.m. She stated she goes to County Commission meetings  
43 during the day and people attend the meetings. If they are interested in an issue  
44 they will attend.

45 **Councilmember Gonzales made a motion to hold the meetings on the first**  
46 **and third Tuesdays of every month beginning at 1:00 p.m. Councilmember**  
47 **Cantu seconded the motion. The motion was Passed. Those voting AYE**  
48

1 were: Councilmembers: Cantu, Gonzales, and Peralta. Voting NAY was:  
2 Councilmember Hahn.  
3

4 Councilmember Gonzales made a motion to hear Item 10A.  
5 Councilmember Peralta seconded the motion. The motion was Passed.  
6 Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.  
7

8 Councilmember Peralta made a motion to continue Ordinance 14-09 until  
9 August 5, 2014 at 1:00 p.m. with the conditions proposed by Mr. Bellis  
10 under Item 10.A. Councilmember Cantu seconded the motion. The motion  
11 was Passed.  
12 Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.  
13

14 B. Mayor's Update  
15

16 Mayor Barrone stated he, Town Manager and Town Attorney met with  
17 the Mortgage Finance Authority (MFA) regarding Chamisa Verde and resolving  
18 existing problems in order to possibly move forward with constructing additional  
19 affordable houses.  
20

21 Mr. Bellis stated he believes the most positive outcome of the meeting was an  
22 agreement by MFA to ask Attorney General Gary King to release records that he  
23 was holding and allow MFA to work with the Town on resolving title issues to  
24 proceed with affordable housing.  
25

26 Councilmember Hahn stated he is not familiar with this issue and would like to  
27 meet with someone to discuss it. Mr. Bellis stated the Town Attorney is working  
28 with the MFA's attorney to get a summary of what has transpired and he will  
29 share it with the Council.  
30

31 C. Council Reports  
32

33 · Councilmember Cantu stated she attended the Taos County Economic  
34 Development Corporation (TCEDC) Board Meeting. Discussion was on the TISA  
35 Charter School moving forward with their lease to purchase property and also on  
36 TCEDC becoming fiscal agent for Oo-onah Children's Center at Taos Pueblo.  
37

38 · Councilmember Gonzales stated, as the County approaches the new fiscal year  
39 and the renewal of the hospital lease, he would like to look into the possibility of  
40 the Hospital Board soliciting an RFP for the management of the hospital. He  
41 stated the hospital continues to be an area of concern for his constituents and  
42 perhaps another entity could come in and provide good care for Taos. Mayor  
43 Barrone directed Mr. Bellis to add this issue to the next Joint Meeting agenda.  
44

45 Councilmember Peralta stated he has a meeting tomorrow morning with the  
46 hospital to review the upcoming budget as he has questions on the financials.  
47

48 - Councilmember Peralta stated he sits on board for the DH Lawrence Ranch

1 Alliance and they met with UNM on Monday. He stated the ranch will be opened  
2 to the public on Tuesdays, Thursdays and Saturdays from 10 a.m. to  
3 4:00 p.m. through October. A paid UNM staff member will be on site and  
4 services will be administered through UNM Taos.  
5

6 · Councilmember Hahn stated it has come to his attention that the Council needs  
7 to give direction regarding the Eco Park Locker Room and Training Room  
8 construction. He stated two collegiate teams are coming in the fall contingent on  
9 those rooms being constructed. He understands there are quotes for locker  
10 rooms. He asked if an item can be placed on the next agenda for discussion and  
11 direction to the Facilities Services Director regarding this issue.  
12

13 Councilmember Gonzales stated he wants to make sure that the drainage issues  
14 at the park have been settled. Steve Kennebeck, Facilities Services Director,  
15 stated the drainage issue has been addressed by Town staff. He believes the  
16 lockers can be placed next to the storage shed without concern for flooding.  
17

18 Councilmember Hahn requested that staff provide a plan for two locker rooms  
19 and two training rooms with input from Taos Sports Alliance and bring the plan  
20 back for Council consideration by the next Council Meeting.  
21

### 22 13. ADJOURNMENT

24 A motion was made by Councilmember Gonzales and seconded by  
25 Councilmember Cantu to adjourn the meeting. The motion carried  
26 unanimously and the meeting adjourned at 11:31 p.m.  
27  
28  
29  
30  
31

### 32 APPROVED:

33  
34  
35  
36  
37 Daniel R. Barrone, Mayor  
38  
39

### 40 ATTEST:

41  
42  
43  
44 Renee Lucero, Town Clerk  
45

46 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,***  
47 ***however, only Regular Town Council Meetings and some Special Town Council Meetings,***  
48 ***with controversial issues, are video recorded. Copies are available upon request at the***

1 ***Town Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00***  
2 ***for audio and video recordings. Additionally, video recordings can be viewed at***  
3 ***www.taos22.com. You may also view agendas, agenda packets, and minutes at***  
4 ***http://public.taosgov.com/.***  
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**July 8, 2014**

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**Title:**

June 16, 2014 Special Meeting Minutes

**Summary:**

**Background:**

**Attachments:**

Click to download

 [Minutes](#)



**MINUTES**  
**June 16, 2014**  
**Special Meeting**

**Town Council Chambers - 120 Civic Plaza Drive**  
**9:00 AM**

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**1. CALL TO ORDER BY THE HONORABLE MAYOR DANIEL R. BARRONE**

The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Daniel R. Barrone at 9:08 a.m.

**2. ROLL CALL**

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

**Those present were:**

Mayor, Daniel R. Barrone  
Mayor Pro Tem, Frederick A. Peralta  
Councilmember, Andrew T. Gonzales  
Councilmember, George "Fritz" Hahn  
Councilmember, Judith Y. Cantu

**Also present were:**

Town Manager, Richard Bellis  
Town Clerk, Renee Lucero

**Absent/excused was:**

Town Attorney, Jacob Caldwell

**3. PLEDGE OF ALLEGIANCE**

Police Chief David Weaver led the audience in the Pledge of Allegiance.

**4. MOMENT OF SILENCE**

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## 5. APPROVAL OF AGENDA

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

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## 6. MATTERS FROM STAFF

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### A. Resolution 14-29 Budget Adjustment Request

Consideration and possible approval of Resolution 14-29 Budget Adjustment Request to the General Fund - Temporary Loan to 1999 Gas Tax Acquisition Fund - \$206,626 for Bertha Road Improvements; 1999 Gas Tax Acquisition Fund - \$17,569 transfer from two projects, and temporary loan from General in the amount of \$206,626 for a total amount of \$224,195 to cover the bid award for Bertha Road; Utility Construction Fund - Decrease the unreserved fund balance and increase expenditures for Bertha Road Water and Sewer - \$47,149 and \$16,891 for La Posta Sewer Crossing.

Item Result: Approved

Councilmember Peralta asked if \$206,000 is being taken from the General Fund. Marietta Fambro, Finance Director, stated yes and explained that the money is being borrowed from the unreserved fund balance. She further stated since the project needs to be awarded now, this is a temporary loan for the next two weeks.

Ms. Fambro explained both projects have been budgeted in the Fiscal Year 2014-2015 budget; however, both bids came in higher than the estimated amounts.

Councilmember Peralta asked if the road construction plans will accommodate bicyclists. Francisco Espinoza, Public Works Director, stated multi-purpose paths are in the plans and staff has applied for funds to cover the costs; however, for now, signage and paint will be placed on the street shoulder.

Councilmember Cantu asked why the estimates were so low compared to the actual bid. Mr. Espinoza stated when staff originally estimated the project to develop the proposal it included doing a milling of the existing asphalt and reintroducing those millings on the roadway; however, the engineers pulled core samples and discovered that the base of the road was not suitable for this application. Therefore, the additional amount will be to pay for the reconstruction of the roadway.

Matt Foster gave a bike helmet to Mayor Barrone to promote bicycle safety and stated he believes the roadway project complies with the bicycle master plan. He thanked the Mayor, Council and Mr. Espinoza for keeping bicyclists in mind when planning roadways.

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**Councilmember Peralta made a motion to approve. Councilmember Hahn**



1 were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.

2  
3 E. Out of State travel for ECC Director

4 Out of State travel for Amity Bishop, Emergency Communications  
5 Center Director, to the Association of Public Safety Communication  
6 Officials National Conference August 3 - 6, 2014 in New Orleans,  
7 Louisiana.

8 Item Result: Approved

9  
10 Amity Bishop, Emergency Communications Center Director, stated attendance at  
11 the conference will enable her to attend a number of education sessions that are  
12 directly applicable to her work and will allow her to network with a variety of  
13 association experts and colleagues from around the world.

14  
15 Mayor Barrone asked if the money for this travel request is included in the  
16 budget. Ms. Bishop stated there is enough funding in this fiscal year's budget for  
17 part of the travel (ie, airline and registration), and enough in next fiscal year's  
18 budget to cover the remaining expenses. She further stated there is a possibility  
19 that Taos County will assist with travel costs as well.

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

23  
24 7. TOWN MANAGER'S REPORT

25 8. MATTERS FROM THE MAYOR AND COUNCIL

26  
27 A. 14-26A Open Meetings Resolution Amendment

28 Consideration and possible approval of Resolution 14-26A changing  
29 Council Meeting dates to the second and fourth Tuesday of the month.

30 Item Result: Approved

31  
32 Mr. Bellis stated the previous resolution approved on June 10, 2014 is incorrect  
33 as the Town Council Meetings should be held on the second and fourth Tuesdays  
34 of every month to accommodate citizens who want to attend Taos County  
35 Commission Meetings which are held on the first and third Tuesdays of every  
36 month.

37 Councilmember Peralta made a motion to approve. Councilmember  
38 Gonzales seconded the motion. The motion was Passed. Those voting AYE  
39 were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.

40  
41 B. Renaming of Park

42 Councilmember Gonzales stated he has had a huge outcry from citizens who are  
43 upset about the renaming of Kit Carson Park; not so much because it was  
44 renamed to Red Willow Park, but because the Council did not involve  
45 the community and they feel they were left out of the process. He requested that  
46 the item come back for Council consideration to allow for public input.

1 Mayor Barrone directed Mr. Bellis to add an item to the June 24, 2014 Council  
2 Agenda as requested by Councilmember Gonzales.  
3

4 **9. ADJOURNMENT**

5 A motion was made by Councilmember Peralta and seconded by  
6 Councilmember Gonzales to adjourn the meeting. The motion carried  
7 unanimously and the meeting adjourned at 9:41 a.m.  
8  
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14 **APPROVED:**  
15  
16

17 \_\_\_\_\_  
18 Daniel R. Barrone, Mayor  
19

20  
21 **ATTEST:**  
22  
23

24 \_\_\_\_\_  
25 Renee Lucero, Town Clerk  
26

27 **PLEASE NOTE:** The Town of Taos records most Town Council Meetings via audio,  
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29 with controversial issues, are video recorded. Copies are available upon request at the  
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33 <http://public.taosgov.com/>.  
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**July 8, 2014**

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**Title:**

Living Treasures



**Summary:**

Kathy Cordova will give a presentation to the Mayor and Council regarding Taos Living Treasures.

**Background:**

**Attachments:**

Click to download

-  [Letter to Editor](#)
-  [My Turn Column](#)

P. O. Box 8  
El Prado, N.M. 87529  
December 9, 2010

Joan Livingston, Editor  
The Taos News  
Taos, New Mexico 87571

Editor:

I read with great sadness of the passing of Taos icon Ted Egri. Possibly due to space, one of his greatest accomplishments was not mentioned in the *Taos News* article of December 2-8, 2010. Ted was the founder of the Taos Living Treasures program, an annual event that honored the elders of the community for their accomplishments and volunteer service.

Since 1987, residents of Taos County enjoyed attending the awards presentation that featured a plaque from the Town of Taos, entertainment and a public reception. In the early days of the program, members of the audience paid a small fee to attend, residents of the community furnished the food and Ted Egri sought grants to keep the program afloat. In 1994, then-Living Treasures organizers surprised Ted Egri and named him a Taos Living Treasure.

Eventually, the Town of Taos and the Taos Art Association (now known as Taos Center for the Arts) took over sponsorship. I had the honor of serving as co-chair for 13 years, and Ted Egri was one of my most ardent supporters. His encouragement meant much to me and to the program. Although I recently resigned from this volunteer position, I still believe in the Taos Living Treasure Program because the public may submit nominations for consideration, and this stipulation involves anyone who wishes to participate.

Unfortunately, the Taos Living Treasures program did not occur this year. The Town of Taos removed financial support just prior to the judging. A panel of judges selected three recipients (listed alphabetically): Chet Mitchell, Jeff Northrup and Feloniz Trujillo. Taos Center for the Arts Director Ron Usherwood said the donations of food and entertainment were not sufficient to host the program because of the huge cost of the use of the auditorium. In the spirit of Ted Egri, I congratulate those who were selected for the honor. As far as the memory of Ted Egri is concerned, we can best honor him by performing volunteer acts for others.

Sincerely,

Dr. Kathryn M. (Kathy) Córdova

**MY TURN**  
**By Dr. Kathryn M. Córdova**  
**For The Taos News**

This is an open letter to the candidates for Town of Taos Mayor and Council.

In 1987, the late Ted Egri and some of his associates founded the Taos Living Treasures Program. This program was designed to honor elders for their contributions to the arts. During the first year, the title Ancianos Festival (instead of Taos Living Treasures) honored Los Bailadores del Norte under the sponsorship of U.S. West and a partial grant from the New Mexico Arts Division. The program grew, the name changed, and the focus eventually centered on a lifetime of volunteer service (the arts and beyond). Slots for Taos Living Treasures recipients included Anglo, Hispanic, Taos Pueblo and Picuris Pueblo residents. Eventually, the Taos Art Association (aka Taos Center for the Arts) and the Town of Taos assumed the sponsorship of Taos Living Treasures. Each honoree received verbal tribute, entertainment and a plaque. A reception followed the ceremony. The Taos Living Treasures Program remained available free of charge to the general public. During the 19 years of the program, many recipients received the tribute which they deserved.

Former Mayor Frederick Peralta commissioned me to compile The History of the Taos Living Treasures Program, which I completed and continued maintaining each year. Interested persons may check out videos and/or a spiral book at the library, or research the program in the library's Reference Room.

Various volunteers chaired and worked for the program. In 1996, I assumed one of the co-chairman roles and worked with Carol Kalom to complete the program. I continued co-chairing with others until the demise of the program in 2006. At that time, my co-chairman Holly White and I coordinated the judging. The program followed a "formula" to select judges in order to keep uniformity for selection. The sponsoring Town of Taos and the Taos Center for the Arts representatives alternated a judge's slot each year for this process. The judges selected three people (listed alphabetically) - Chet Mitchell, Jeff Northrup and Feloniz Trujillo. Picuris Pueblo had opted not to participate that year, and the Taos Pueblo government had not revealed the name of an honoree at that time. I notified the honorees of their selection. Approximately three days later, then-TCA Director Ron Usherwood notified my co-chair Holly White and I that the Town of Taos was canceling its participation "due to budget concerns," although I believed that the town had already included the item in its budget.

I attempted to save the program. Musicians agreed to perform for free and citizens said they would bring food. Maxine Córdova (an Ancianos employee at the time) agreed to organize the food service, and Dan and Della Barrone pledged \$300 which we planned to use to purchase paper ware and lemonade. However, it was not possible to find a large enough rent-free venue, so Taos Living Treasures did not occur in 2006. When I informed the honorees, I learned that Feloniz Trujillo's son had already purchased a plane ticket for the occasion. In the end, the honorees of 2006 received a certificate produced by my son William for frames that I purchased. I gift-wrapped the items and presented them to the honorees. This was a far cry from the Taos Living Treasures programs of the past. I had fallen from grace with a community leader, so I took the demise of the program quite personally.

I had decided to step aside in order to pave the way for the revival of the Taos Living Treasure's Program. The late Anna Bryson, founder of the Santa Fe Living Treasures program and a Taos Living Treasures recipient, attempted to revive the program. She planned to involve former recipients of the award because they would understand the importance of the designation. Unfortunately, Anna Bryson passed away before she could complete her goal.

I recently visited with some of the elders in the community to complete one of my "Know Your Neighbor" columns, and I learned that the *Ancianos* had not forgotten the program, and some of them would enjoy its reinstatement. I, too, have felt badly about the demise of the program and my inability to continue honoring worthy elders. I am hereby requesting that whoever wins in the March 4, 2014 Town of Taos election consider reinstating the Taos Living Treasures Program. This request is not made for me, but for those individuals who deserve the honor.

Kathryn Córdova is an El Prado resident and a retired educator. As part of her writing world, she contributes to newspapers, magazines and books and has written several books as well as the weekly "Know Your Neighbor" column in *The Taos News*.



**July 8, 2014**

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**Title:**

Youth Art and Other Youth Initiatives

**Summary:**

Siena Sanderson will give a presentation on youth art and other youth initiatives taking place in Taos.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**July 8, 2014**

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**Title:**

Memorandum of Understanding

**Summary:**

Consideration and possible approval of a request by the Village of Questa to enter into a Memorandum of Understanding between the Village of Questa and the Town of Taos for the Town to serve as the Village's Fiscal Agent for monies received from the 2013/2014 legislative appropriations to the Village of Questa.

**Background:**

**Attachments:**

Click to download

📎 [MOU between the Village of Questa and the Town of Taos](#)

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE VILLAGE OF QUESTA, NEW MEXICO  
AND  
THE TOWN OF TAOS, NEW MEXICO  
FOR  
2013/2014 LEGISLATIVE APPROPRIATIONS TO THE VILLAGE OF QUESTA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Village of Questa, a municipal government incorporated in the State of New Mexico, hereinafter referred to as "the Village," and the Town of Taos, a governmental entity of the State of New Mexico, hereinafter referred to as "the Town" or "the Fiscal Agent."

RECITALS

**WHEREAS**, the Village has or intends to enter into grant agreements with State of New Mexico governmental agencies regarding monies received from the New Mexico Legislature for various municipal projects intended to benefit the residents of the Village of Questa; and

**WHEREAS**, the Village requests that the Town serve as the Village's Fiscal Agent in all matters related to the grant agreements entered into between the Village and State of New Mexico governmental agencies for monies received from the New Mexico Legislature; and

**WHEREAS**, the Town has concluded that it is able to act as the Village's Fiscal Agent in all matters related to the grant agreements entered into between the Village and State of New Mexico governmental agencies for monies received from the New Mexico Legislature; and

**WHEREAS**, the Village and the Town desire to enter into this MOU pursuant to which the Town shall serve as the Village's Fiscal Agent, for the purpose of ensuring fiscal compliance with all grant agreements entered into between the Village and any State of New Mexico governmental agency for monies received from the New Mexico Legislature; and

**WHEREAS**, the Town is current with its annual financial reports, audits, and desires to serve as the Village's Fiscal Agent for monies received from the New Mexico Legislature; and

**WHEREAS**, the Village Council approved a motion authorizing the Mayor to execute a MOU with the Town to act as its Fiscal Agent for monies received from the New Mexico Legislature, which approval and authorization was granted during the regular meeting of the Village governing body held on \_\_\_\_\_, and during which a quorum of the Village Council was present; and

**WHEREAS**, the Town Governing Body agreed to act as the Fiscal Agent for the Village, and authorized the Town to enter into an agreement with the Village for such, which approval and authorization was granted during the regular meeting of the Town governing body held on \_\_\_\_\_, and during which a quorum of the Town Council was present.

**NOW THEREFORE**, the Village and the Town (the “Parties”), in consideration of the mutual covenants and agreements contained herein, and in order to set forth the methods and means by which the purpose of this MOU will be achieved, do hereby agree as follows:

**I. EFFECTIVE DATE AND TERM OF AGREEMENT**

This MOU will become effective upon execution of both Parties. This MOU will expire upon the occurrence of either the complete expenditure and accounting of all proceeds of the 2013/2014 New Mexico State Legislative Appropriation funds, or the Village becoming current in its financial audits and assuming the duties and responsibilities for acting as fiscal agent on its own behalf, whichever is earlier. Either party may terminate this MOU at any time and for any or no reason upon sixty (60) days’ written notice to the other party.

**II. FISCAL AGENT RESPONSIBILITIES AND DUTIES**

A. As of the effective date of this MOU, the Town shall act as the Village’s fiscal agent for all of the following matters:

1. STB Questa Water Rights Purchase;
2. STB Questa Waste Water System Improvements;
3. STB Questa Publics Works Vehicle and Equipment Purchase;
4. STB Questa Community Center Project;
5. STB Questa Water Improvements Project;
6. Any other projects expected to be completed using State Legislative Appropriation funds.

B. The Town will establish an expenditure account into which the State of New Mexico will transfer funds pursuant to the Legislative Appropriations grant agreements.

C. The Town will receive, maintain, and forward copies to the Village of all invoices for the Legislative Appropriations, and will submit such invoices on the 30<sup>th</sup> of each month to the State Funding Agencies for Reimbursement. The Town and the Village will retain copies of all invoices for the various Legislative Appropriations.

D. The Town shall timely and dutifully carry out any and all other activities generally expected of a fiscal agent, including but not limited to accounting for and ensuring all State Legislative Appropriation funds are expended as required by the applicable loan, grant, or appropriation agreement, ensuring compliance with all terms and requirements, and making all records available for inspections.

E. The Town will work with the Village to reach an agreement for any matters not otherwise covered herein which arise during the course of this MOU.

### III. VILLAGE RESPONSIBILITIES AND DUTIES

A. The Village agrees that it is responsible for the RFP process, implementation, construction, oversight and completion of all of the projects subject to this MOU.

B. The Village shall work with the Town to ensure that any and all information, documentation, actions, or other requirements are timely provided or completed.

C. The Village will work with the Town to reach an agreement for any matters not otherwise covered herein which arise during the course of this MOU.

### IV. EFFECT ON GRANT AGREEMENTS

This MOU shall have no effect on any loan, grant, or appropriation agreement entered into between the Village and any state agency for funding subject to this MOU, except to the extent that this MOU demonstrates compliance with any fiscal agent requirements contained therein.

### V. COMPLIANCE WITH LEGISLATIVE GRANT AGREEMENTS

A. The Parties agree that they will take all necessary actions to ensure compliance with any Legislative grant agreements entered into by the Village and the State of New Mexico. The Parties further agree that they will engage in appropriate record-keeping to ensure compliance with all Grant Agreements.

B. The Town as fiscal agent agrees to receive all financial correspondence relating to the Legislative Grant Agreements, to make all records available for any required financial audit, to have appropriate accounting and financial systems to document costs incurred and claims made, and agrees that the Village is the body responsible for all decisions associated with the project.

### VI. MERGER; AMENDMENT

This MOU represents the entire agreement between the Parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written agreement. This MOU shall not be altered, modified, changed, or amended except by an instrument in writing executed by the Parties.

### VII. SEVERABILITY

In the event that any term or provision of this MOU shall be held to be invalid, void or unenforceable, then the remainder of this MOU shall not be affected, provided that the overall purpose of the MOU is not rendered impossible and the original purpose or intent is not materially impaired. In such event, all terms and provisions not held to be invalid, void or unenforceable shall remain valid and enforceable to the fullest extent permitted by law.

VIII. RELEASE

The Parties agree that upon final expenditure and satisfactory accounting of the Legislative Appropriations under this MOU, both Parties shall release the other party, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement.

IX. NOTICE

The contact person for each Party and to whom any notice hereunder shall be given are as follows:

VILLAGE OF QUESTA  
Mayor Mark Gallegos  
P.O. Box 260  
Questa, New Mexico 87556  
Telephone: (575) 586-0694  
Facsimile: (575) 586-0699

TOWN OF TAOS  
Daniel R. Barrone  
Town of Taos Mayor  
400 Camino de la Placita  
Taos, N.M. 87571  
Telephone: (575) 751-2000  
Facsimile: (575) 751-2026

With a Copy To:  
Robles, Rael & Anaya, P.C.  
500 Marquette Ave., NW Suite 700  
Albuquerque, NM 87102  
(505) 242-2228 Telephone  
(505) 242-1106 Facsimile

The Parties may specify any other person or address upon ten (10) days' notice to the other party.

IN WITNESS WHEREOF, the Parties hereto have set their hand below.

## VILLAGE OF QUESTA

By: \_\_\_\_\_  
Mayor Mark Gallegos

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

## TOWN OF TAOS

By: \_\_\_\_\_  
Daniel R. Barrone

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

Attest

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

\_\_\_\_\_

Approved as to Form

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

\_\_\_\_\_



**July 8, 2014**

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**Title:**

Stray Hearts Animal Shelter

**Summary:**

Discussion, consideration and possible approval of contract TT-15-50 with the Humane Society of Taos, Inc. dba Stray Hearts Animal Shelter in the amount of \$96,000.00 inclusive of gross receipts tax.

**Background:**

**Attachments:**

Click to download

📎 [Contract TT-15-50](#)



## TOWN OF TAOS SERVICE CONTRACT TT-15-50

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This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Humane Society of Taos, Inc. dba Stray Hearts Animal Shelter** (hereinafter "CONTRACTOR") effective on **July 8, 2014**.

**WHEREAS**, the TOWN has found it necessary and desirable to retain the services of CONTRACTOR to provide the services as identified herein; and

**WHEREAS**, the TOWN conducted a formal request for proposals (RFP) process that resulted in the selection of CONTRACTOR as the most advantageous to the TOWN for the services to be provided under this contract; and

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

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

1. Scope of Work.

A. Contractor shall provide the following services: Provide intake and care of all animals brought in by the Town of Taos Police Department Animal Control Officer. Said services shall be in accord with, and meet professional standards. The Scope of Work is more particularly described in RFP# 08-09-12 and the response to the RFP, both of which are incorporated herein by reference.

**The holding facility shall conform to the following requirements for the impoundment of animals:**

- The holding facility shall be structurally sound and shall be so maintained to protect the animals from injury, to prevent the animals from escape, and to restrict the entrance of other animals. All reasonable precautions shall be taken to protect the public from the animals and the animals from the public.
- All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary condition;
- No animal shall be without attention for more than eight (8) consecutive hours;
- Every reasonable precaution shall be used to ensure that animals are not teased, abused, mistreated, annoyed, tormented or in any manner made to suffer by any person or means;
- No condition shall be maintained or permitted that is or could be injurious to the animals;

- The holding facility shall isolate sick animals from other animals and from the public sufficiently so as to not endanger the health of other animals or the public;
- Every building or enclosure wherein animals are maintained shall be constructed of materials easily cleaned and shall be kept in a sanitary condition. The building or buildings, or enclosures shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required, according to the physical needs of the animals, with sufficient light to allow observation of animals and sanitary conditions:
- All animal rooms, cages, kennels and runs shall be of sufficient size to provide adequate and proper accommodations for the animals kept therein:
- The animals shall be provided proper shelter and protection from the weather at all times;
- Animals shall not be housed with their natural enemies. Animals that are temperamentally unsuited to each other or otherwise incompatible with each other ( Natural enemies would not include animals that are trained so that they can be placed together without attacking or performing other hostile acts against each other);

**The holding facility shall accept all animals that the Town of Taos Animal Control Officer or Police Officers bring to the animal shelter for as long as there is sufficient money contracted for this service. Other small or large animals may be accepted by the holding facility at the Contractor's exclusive discretion. The Town has no financial or legal responsibility for any animal brought into the holding facility after seven (7) days for each animal from date of intake, as required by law. After the expiration of the seven-day holding period, all animals become the property of the contractor.**

The spaying, neutering, or euthanasia of any animal retained by the holding facility shall conform to the applicable State Statutes and Town Ordinances as amended.

**The holding facility shall conform to the following requirements for the issuance of and collection of fees for licenses:**

- Licenses shall be obtained at the holding facility and fees collected at an amount established by the Town of Taos.
- Licenses shall not be issued unless the owner produces a current vaccination certificate issued by the veterinarian who last gave the animal its vaccination;
- The holding facility is responsible for the production and distribution of receipts and metallic tags upon payment of fees and the issuance of duplicate tags to replace lost tags, at a fee established by the Town of Taos;
- The holding facility shall track the issuance of annual licenses and apply adopted procedure guidelines for annual license renewal notification to Town of Taos residents.
- The collection of license fees and the issuance of licenses by the holding facility shall conform to the applicable State Statutes and Town Ordinances as amended.

B. Services will be performed at: 1200 St. Francis Lane, Taos NM.

## 2. Contact Person, Address & Phone.

A. CONTRACTOR'S contact person for this contract is: **Jan Gordon, Executive Director**

B. The address and phone number is:

**Humane Society of Taos, Inc. dba Stray Hearts Animal Shelter**  
**PO Box 622**  
**Taos, NM 87571**  
**575-751-9708**  
**575-758-2981 Fax**

3. Term. This contract shall terminate **June 30, 2015** unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

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

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

5. Compensation.

A. The total amount payable to the CONTRACTOR under this Contract, inclusive of gross receipts tax and any expenses agreed to, as shown below, shall not exceed a maximum of **\$96,000.00**. **This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.**

- B. The TOWN shall pay CONTRACTOR at the following rate or rates for work performed under this Contract:

i. Flat rate of \$8,000.00 per month for an unlimited number of animals taken to Animal Shelter for care, for services within the scope of work satisfactorily performed. This amount includes GRT.

The total amount for such services under this Contract, inclusive of gross receipts tax and any allowed expenses, shall not exceed **\$96,000.00**.

The total maximum contract amount including taxes and any expenses: **\$96,000.00**

- C. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.

- D. The Town will pay an invoice within 30 days of receipt of the invoice unless the TOWN finds any of the services or the amount billed unacceptable, in which case the TOWN shall: (a)

pay any undisputed amount within the 30 days period following the TOWN's receipt of the invoice and (b) within 15 days of receipt of the invoice send CONTRACTOR a written notice of exception. In the event of a notice of exception, the TOWN shall resolve the issues as soon as possible with the CONTRACTOR and shall pay the CONTRACTOR any resulting amount due within 15 days of the resolution of the exception issues.

E. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN and its officials, employees and agents from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONTRACTOR shall deliver, to the TOWN, any "deliverables" included within Paragraph 1.C of this contract (or Attachment A) no later than the earlier of the submission of CONTRACTOR's final bill or the termination of this Contract, except that if an earlier time is stated in Paragraph 1.C or Attachment A, then the deliverables will be submitted by that time.
8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The TOWN shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.
9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).
10. Termination.
  - A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The TOWN'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 or the CONTRACTOR's sending a notice of termination to the TOWN. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work completed or in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Notwithstanding the foregoing, the TOWN may terminate this Contract immediately at any time it concludes that CONTRACTOR is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the TOWN's other rights and remedies in the event that CONTRACTOR defaults or breaches this Contract.**

B. Termination Management. Immediately upon receipt by either the TOWN or the

CONTRACTOR of notice of termination of this Contract, the CONTRACTOR shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the TOWN; 2) comply with all directives issued by the TOWN in the notice of termination as to the performance of work under this Contract; and 3) take such action as the TOWN shall direct for the protection, preservation, retention or transfer of all property titled to the TOWN and records generated under this Contract.

C. The TOWN may suspend work under this Contract for any reason the TOWN in its sole discretion deems sufficient, including but not limited to budgetary reasons or a need for further studies, investigation or analysis before work continues. Notice of Suspension shall be made or confirmed in writing, which shall be hand-delivered or mailed certified mail, return receipt requested, to CONTRACTOR. Immediately upon receipt of notice of contract suspension, CONTRACTOR shall cease work pursuant to the Contract and await further instructions from the TOWN except that, with the TOWN's permission which shall not be unreasonably denied, the CONTRACTOR may proceed with any work in progress that must be continued or completed in order to avoid damage, harm or risk to the TOWN's, the CONTRACTOR's, any subcontractor's, or the public's personnel or property. In the event that the CONTRACTOR, upon receiving a suspension of work notice, believes there is such reason for continuing work, it shall immediately so inform the TOWN and the parties shall in good faith attempt to agree on what additional work is reasonably required under the circumstances. Suspension of work shall not affect either party's obligations with respect to work done or obligations incurred before notice of contract suspension.

11. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN, unless otherwise agreed by the parties, and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract and acknowledges that any such property right created or developed remains the exclusive right of the TOWN.
13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.

14. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that express authority.
15. Miscellaneous.
- A. New Mexico Department of Work Force Solutions and United States Department of Labor Requirements: Contractor shall comply with all applicable laws, regulations and rules of the New Mexico Department of Workforce solutions and the United States Department of Labor.
- B. Audit of Contractor's Practices and Procedures: The Town shall have the right, but not the obligation, to hire an independent veterinarian in its sole discretion and judgment to audit Contractor's practices and procedures. Town may hire the independent veterinarian with the County of Taos, which also utilizes Contractor's services. At its sole discretion, based on any report from the independent veterinarian, the Town shall have the right, but not the obligation, to terminate this Contract immediately, or require Contractor to alter its practices and procedures to comply with any recommendation by the independent veterinarian and if Contractor fails to do so to Town's satisfaction, Town shall continue to have the right but not the obligation, to terminate this Contract immediately. Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (3) calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Contractor or Contractor's place of business. The provisions in this paragraph for immediate termination shall prevail over the provisions of Paragraph 8, Termination. Town shall be entitled to subtract its actual incurred cost of hiring an independent veterinarian from any amounts due and owing to Contractor on any invoice.
- C. Board of Directors Appointment. The Town shall have the right to appoint up to two directors to Contractor's Board of Directors. They shall serve for the term of this Contract and may either be reappointed or replaced, at the sole discretion of the Town, for the term of any renewals of this Contract. They shall be appointed by a vote of the Town Council. To the extent that Contractor's bylaws or articles of incorporation require amendment to allow for such appointment, Contractor shall commence such amendment as soon as possible and shall have a reasonable period of time in which to conclude such amendment. If the seating of the two Town appointees has not been completed by September 1, 2014, Town shall have the right, but not the obligation, to terminate this Contract immediately, or give Contractor additional time to do so, and if Contractor fails to do so within the additional time granted, Town shall continue to have the right, but not the obligation, to terminate this Contract immediately.
16. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
17. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to

workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the TOWN.

18. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the State Department of Taxation and Revenue the applicable gross receipts taxes on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax to the State. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
19. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
20. Indemnification. The Contractor shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act 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) business days after it receives notice thereof, notify in writing the legal counsel of the TOWN and the Self Insurers Fund of the New Mexico Municipal League.
21. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.
22. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
23. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good

standing shall immediately render this contract voidable at the sole discretion of the TOWN, and, if declared voidable, all obligations of the TOWN to perform hereunder shall be nullified.

24. Required Liability Insurance. If required, CONTRACTOR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended).
25. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to terminate the contract or issued to CONTRACTOR a notice to cure as set forth in the following paragraph.
26. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure." Failure by the CONTRACTOR to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.
27. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is unlawful or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
28. Entire Agreement. This contract which includes RFP# 08-09-12 attached as Exhibit A and the response to the RFP attached as Exhibit B, incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.
31. Authority to Sign. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

**CONTRACTOR:**

**TOWN APPROVAL:**

\_\_\_\_\_  
Contractor  
Printed Name: \_\_\_\_\_  
Title or Position: \_\_\_\_\_

\_\_\_\_\_  
Mayor Daniel Barrone

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


**ATTESTED TO BY:**

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

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

**ACCOUNTING APPROVAL:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Marietta S. Fambro, Finance Director  
Budget Line Item: 11-20-44005

\_\_\_\_\_  
Jacob Caldwell, Town Attorney

**ADMINISTRATIVE APPROVAL:**

\_\_\_\_\_  
Richard Bellis, Town Manager



**July 8, 2014**

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**Title:**

Upcoming AFSCME Council 18 Election

**Summary:**

Report to Town Council on the upcoming election determining whether AFSCME Council 18 will serve as the bargaining unit for eligible Town of Taos employees.

**Background:**

**Attachments:**

Click to download

📎 [Notice of Election and Sample Ballot](#)



2929 Coors N.W. Suite 303 • Albuquerque, NM 87120  
 (505) 831-5422 Telephone • (505) 831-8820 Facsimile

### **NOTICE OF ELECTION**

#### **PURPOSE OF ELECTION**

An election by secret ballot will be conducted under the supervision of the Public Employee Labor Relations Board among the eligible voters described herein to determine whether the bargaining unit desires exclusive representation by one of the labor organizations shown below for the purpose of collective bargaining with the Town of Taos under the Public Employee Bargaining Act.

#### **SECRET BALLOT**

The election will be by SECRET ballot. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted within fifty (50) feet of the polling room. The Election Supervisor will hand a ballot to each eligible voter at the polling place. THE CHALLENGE OF A VOTER MUST BE MADE AT THE TIME THE UNMARKED BALLOT IS GIVEN TO THE VOTER. VOTERS MUST MARK THEIR BALLOTS WITH AN "X" IN SECRET. BALLOTS MUST NOT BE SIGNED. The ballot must be folded and personally deposited in the ballot box under the supervision of the Election Supervisor.

#### **AUTHORIZED OBSERVERS**

Each of the interested parties may designate one (1) observer at each polling place. The observers assist in the identification of voters, challenge the eligibility of voters, and otherwise assist the Election Supervisor.

### **THIS IS THE ONLY OFFICIAL NOTICE OF THIS SECRET BALLOT ELECTION**

<b>EMPLOYER:</b>	Town of Taos
<b>LABOR ORGANIZATION:</b>	AFSCME, Council 18
<b>VOTING UNIT:</b>	All blue collar and white collar employees of the Town of Taos except those in the Police (including the E911 Communications Center employees) and Fire Departments. The unit EXCLUDES all probationary, managerial, confidential, or supervisory employees.
<b>ELECTION DATE:</b>	Thursday, July 10, 2014
<b>TIME:</b>	7:30 a.m. to 1:00 p.m.
<b>LOCATION:</b>	UNM- Taos Rio Grande Hall 121 Civic Plaza Drive Taos, N.M. 87571

**SAMPLE BALLOT****PUBLIC EMPLOYEE LABOR RELATIONS BOARD**  
**OFFICIAL SECRET BALLOT**

For all blue collar and white collar employees of the Town of Taos except those in the Police and Fire Departments, management employees, (10-7E-4 (O), NMSA 1978) confidential employees, (10-7E-4 (G) NMSA 1978) or supervisory employees (10-7E-4 (U) NMSA 1978) of the Town of Taos.

You may certify AFSCME, Council 18 as your exclusive bargaining agent or you may select "No Representation".

**MARK AN "X" IN THE SQUARE OF YOUR CHOICE****AFSCME, COUNCIL 18**☐**NO REPRESENTATION**☐

Do not sign this ballot. Fold and drop it in the Ballot Box. If you spoil this ballot return it to the Election Agent for a new ballot. **THIS IS AN OFFICIAL GOVERNMENT DOCUMENT AND MUST NOT BE DEFACED.**



**July 8, 2014**

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**Title:**

Taos Regional Airport Project

**Summary:**

Discussion and direction on setting a date of an informational forum pertaining to the Taos Regional Airport project.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**July 8, 2014**

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**Title:**

Farmers Market

**Summary:**

Discussion and direction on setting a date with downtown businesses for feedback on the Farmers Market.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**July 8, 2014**

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**Title:**

Taos Main Street District/Taos Arts and Cultural District

**Summary:**

Discussion, consideration and possible action to extend an invitation to Taos County to participate in the Taos Main Street/Taos Arts and Cultural District.

**Background:**

**Attachments:**

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📎 [Letter to Jon Barela](#)

📎 [Letter to County Manager](#)



**TOWN OF TAOS  
OFFICE OF THE MAYOR**

June 30, 2014

Jon Barela, Secretary  
NM Economic Development Department  
Joseph Montoya Building  
1100 S. Saint Francis Drive  
Santa Fe, NM 87505

Mr. Barela,

As you are aware there was something of a division between the Town and County of Taos during the last election with regards to several issues, including the Taos Arts and Cultural District (TACD) and Taos Main Street District (TMSD) start-up program.

As both the Mayor of the Town of Taos and a Taos County Commissioner I am happy to say that both governmental entities have since healed any rifts and are working together as partners, with one direction, in regards to all issues, and especially the TACD and TMSD.

Shortly after the election I met, along with the TACD Board, with Rich Williams and other members of the State ACD and MS program at our Old County Courthouse TACD/TMSD offices as part of the annual review of the program by the State.

We discussed moving back to the original 3-party agreement between the Town, County and State, along with the current TACD/TMSD Board, through a new Letter of Agreement (LoA) with the State and a JPA between the Town and County. At that time Mr. Williams reviewed with us the changes that everyone was agreeable to.

We would now like to proceed in having the governing bodies of both the Town and County re-approve the LoA and JPA for the coming fiscal year (2014-2015) beginning July 1. Both the Town and County have already allocated the funding.

The County had earlier approved the same documents for the current year, but the Town had stopped participating last fall and we had never received back an executed LoA from the State, despite meeting all the requirements outlined by Mr. Williams in acknowledging that change.

As a result, one of our attorneys is questioning, once again, whether we actually received the Arts and Cultural District and Main Street designations or whether they have expired.

I was in attendance on the Taos Plaza two years ago when you personally presented the Main Street Start-Up designation to the Town and Taos Arts and Cultural District and Mr. Williams in his recent meeting and correspondence has since assured us that the designation is still active and that we only need to update the LoA and JPA to reflect the participation of all parties again.

In order to expedite the process for all concerned, I was hoping that it would be possible for your office to confirm in writing for our attorneys that the Town of Taos did receive and still is a state approved ACD and MS program, so that they may proceed with reviewing and approving the new LoA and JPA.

It would also be helpful, since we have almost an entirely new administration at the Town, if Mr. Williams could resend a copy of the proposed LoA with the changes that were discussed.

Your assistance in this matter is greatly appreciated and we look forward to a long, smooth and beneficial relationship with NM EDD from here forward.

Sincerely,

Daniel R. Barrone  
Mayor  
Town of Taos  
400 Camino de Placita  
Taos, NM 87571-6071  
Phone: (575) 751-2002  
Email: [dbarrone@taosgov.com](mailto:dbarrone@taosgov.com)

cc:

Rick Bellis, Town Administrator  
Stephen Archuleta, County Administrator  
Jacob Caldwell, Town Attorney  
Robert Malone, County Attorney  
Rich Williams, NM EDD State ACD and MS Director





**TOWN OF TAOS  
OFFICE OF THE MAYOR**

July 7, 2014

Stephen Archuleta  
County Manager  
Suite G, Taos County Complex  
105 Albright St.  
Taos, NM 87571

Mr. Archuleta,

As you recall, the Town and County at their last joint session discussed the continued participation of both entities in the state sanctioned Main Street and Arts and Cultural District programs for the coming year.

Toward that purpose, it is my understanding that both governing bodies have approved budgets that include line items to continue to collaboratively fund this program.

It is clear from the presentation we all attended last summer on the Plaza that the State has awarded the ACD and Main Street Start-up designations to the Town and we would like to invite the County to again continue your participation in these programs.

The program has opened the Old County Courthouse Mural Room to daily visitors for the first time in decades and has developed programming for that room that has included public meetings, plays, musical events, art shows and business networking and classes.

With the rooms on the second floor complete, the offices will become home to the Arts and Cultural District, Main Street District, Taos Entrepreneurial Network (TEN), the Small Business Institute (SBI), Taos Chamber of Commerce, Taos Arts Council and the Taos Farmers Market.

Each of these entities is providing technical and business assistance in starting, marketing and expanding local businesses, assisting local artists and farmers, providing business networking and classes, assisting in finding loans, grants and facilities, and marketing the county to tourists and prospective new investors and employers.

TEN, in particular, has been recognized by the LANL business coalition and the State as a model program to be reproduced in other regions and the City of Albuquerque visited the Courthouse to learn how to develop a similar successful business development model in that city.

Placing an artist in residence in the courthouse on the first floor producing traditional arts native to our heritage, such as creating Santos, where visitors can see the work as it develops was another goal we gave to the ACD in re-opening the Old Courthouse, and that has brought increased activity and tourism to the building and plaza, as well as pride in our cultural arts and traditions.

The First Annual Dennis Hopper Day drew visitors from out of Town to view another part of the history of the Courthouse and has set the stage for an annual music and independent film festival for Taos, Ranchos and surrounding communities.

Certainly, no one will argue the success of the recent move of the farmers market to the Plaza and its expansion; growing from 350 people per day to over 750 per hour and significantly increasing sales to most stores within two blocks.

There is now a full TACD/TMS program ready to begin in mid-July under Town funding with the “Arts on the Plaza” program (with live local painters and sculptors working and teaching), a mother and children’s morning program (including puppet shows, reading hour and sing-alongs), a Northern New Mexican Music and Dance series (with Rancheros, Mariachi and Flamenco), a Native American evening (with drum circles and native music, costumes and traditional dances), and hands-on exhibitions such as an “Antique Road Show”, pottery and adobe brick making, bread-making in the traditional horno on the Plaza, and more.

Now that the political fighting between the Town and County are over and the program can stop spending all of its effort defending its self, great things are happening.

We would now like to proceed in having the governing bodies of both the Town and County re-approve the LoA and JPA for the coming fiscal year 2014-2015.

Perhaps we could have a joint session again later this month and sign both the JPA for the E-911 Dispatch and the TACD/TMSD program at the same time.

In the interim, we don’t want to lose the momentum that it has taken decades to get going. There are dozens of events already scheduled for the Old County Courthouse, the Plaza, the Park and other venues, with more requesting approval every day, a major county-wide event in the Fall Arts Festival is coming up soon and we would like to seek a partnership to extend Arts and Culture District status to other communities in the County as State endorsed satellite programs (such as Ranchos and Seco). Additionally, if we are to repeat and expand on the financial, publicity and tourism success of the Mumford and Sons concert last year, that planning must take place a year in advance.

We are asking the County to use funding already allocated to TACD/TMSD for 2014-2015 to continue its current staffing and support of the program for 90 days from July 1, to continue to provide office space at the Old County Courthouse as an in-kind match for the full year, and to meet with the Town to develop an acceptable LoA and JPA.

The Town will also provide a Town employee as a f/t events person to the program to assist in carrying out the growing number of events being developed and implemented, will additionally provide an events budget and logistical and technical support as required for the program.

During this period a detailed scope of services and annual calendar of reporting and events acceptable to the Town, County and State will be developed and made a part of the JPA.

The goal of this program is not only to foster business, arts and economic development within the downtown, as the transportation, tourism and economic hub of the town and county, but to create additional centers of growth for tourism and business throughout the county.

In this way locals can benefit from the entertainment, cultural and employment opportunities, businesses will be healthier and generate more profits and tax revenues, and investors and tourists will find our region a more attractive place to spend their money.

Please review this proposal and, in the immediate, give it your expeditious consideration that we may continue the current success uninterrupted and, in the longer term, please consider working with the Town Manager and Attorney to develop a proposal that both governing bodies can approve as an investment in the future.

Sincerely,

Daniel R. Barrone  
Mayor  
Town of Taos  
400 Camino de Placita  
Taos, NM 87571-6071  
Phone: (575) 751-2002  
Email: [dbarrone@taosgov.com](mailto:dbarrone@taosgov.com)

cc:

Rick Bellis, Town Administrator  
Jacob Caldwell, Town Attorney  
Robert Malone, County Attorney





**July 8, 2014**

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**Title:**

Employee Compensation Plan

**Summary:**

Discussion, consideration and direction or possible action with regards to the Fiscal Year 2014/2015 Employee Compensation Plan.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**July 8, 2014**

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**Title:**

Appointments to the Historic Commission

**Summary:**

Consideration and approval of the Mayor's recommendation for appointments to the Historic Commission.

**Background:**

**Attachments:**

Click to download

 [Mayor Recommendation](#)



## **TOWN OF TAOS**

### **PROPOSED MAYORAL APOINTMENTS TO COMMITTEES**

I, Daniel R. Barrone, as Mayor of the Town of Taos, recommend the following residents for the positions as indicated below on our Town's citizen advisory boards, councils and committees, pending their acceptance of the positions and the concurrence of Council.

For further information on the purpose and responsibilities of each committee, please visit the Town of Taos website at <http://www.taosgov.com> , or contact the Town of Taos Executive Office at (575) 751- 2002.

Thank you,

**Dan Barrone**

Daniel R. Barrone, Mayor

#### **HISTORIC COMMISSION**

1. David Henry, AIA
2. Oscar Palacios, AIA
3. Pavel Lukes
4. William Christmas
5. Paul Figueroa





**July 8, 2014**

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**Title:**

Renaming of Kit Carson Park

**Summary:**

Discussion, consideration and direction or possible action by the Town Council.

**Background:**

**Attachments:**

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📎 [Letter from Taos Pueblo](#)

**TAOS****PUEBLO****Governor's Office**P.O. BOX 1846 • TAOS, NEW MEXICO 87571 • (575) 758-9593 • FAX (575) 758-4604

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July 8, 2014

Town of Taos  
400 Camino De La Placita  
Taos, NM 87571

Dear Town Council,

Thank you for the opportunity to come before you to address the recent renaming of the Kit Carson Park to what is now being named "Red Willow Park".

The chosen name of the park "Red Willow" is one that holds a special and significant meaning to Taos Pueblo and its People. As such, this matter was brought before the Taos Pueblo Tribal Council on July 2, 2014 to discuss the use of name "Red Willow. After considerable debate and much deliberation, the Tribal Council unanimously voted against the use of the "Red Willow" name, reiterating the cultural importance of the name.

The history surrounding Christopher Kit Carson is one that is shrouded by controversy and debate that continues to this very day. However, the truth of the matter is that little is known from the perspective of those who suffered the consequences associated with losing due to the fact that history is written and glorified by the victors.

The history of the Taos Valley is one that is vast, colorful and rich in culture and tradition not only for Taos Pueblo, but for the Hispanic and Caucasian communities as well. It is with this spirit in mind that Taos Pueblo supports the renaming of Kit Carson Park to one that is neutral and inclusive of all Taos's tri-cultural communities.

Sincerely,

Clyde M. Romero Sr.  
Taos Pueblo Governor



**July 8, 2014**

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**Title:**

Council Reports

**Summary:**

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**July 8, 2014**

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**Title:**

Mayor's Update

**Summary:**

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**July 8, 2014**

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**Title:**

Executive Session - Personnel Matters

**Summary:**

Discussion regarding the Town Attorney position. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)(2), which allows for discussion of limited personnel matters.

**Background:**

**Attachments:**

[Click to download](#)

No Attachments Available



**July 8, 2014**

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**Title:**

Executive Session - Disposition of Real Property

**Summary:**

Discussion of possible disposition of real property known as the Phil Lovato Senior Center to Taos County for the newly created Taos County Senior Program. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1-(H)(8), which allows for discussion of disposition of real property.

**Background:**

**Attachments:**

Click to download

 [Request submitted by Taos County](#)

May 27, 2014

Honorable Mayor Daniel Barrone  
400 Camino de la Placita  
Taos, N.M. 87571  
Phone: (575) 751-2000  
Fax: (575) 751-2026

Mayor Barrone,

The Taos County Board of Commissioners are respectfully requesting your assistance in acquiring and transferring the Phil Lovato Senior Center for use by the newly created Taos County Senior Program. The building was built in 1986 with funds from a community development block grant and the State of New Mexico Agency on Aging. This building has been utilized to feed and provide activities since 1987 as a nonprofit agency and has had a long term relationship with the local communities. The building has addressed the needs of the seniors of our region during that time and Taos County will continue that tradition when it takes over the program on July 1<sup>st</sup> 2014.

We understand that this process could take a while if it is approved by the Town Council and the Department of Finance and Administration as it would be a government to government transfer.

As you are well aware Taos County does not have the necessary funding mechanisms' in place to purchase new buildings and since this building was originally built to be utilized for this purpose it would only make sense for the Town to work with the County in acquiring this building to continue to use it for its intended purpose.

Any assistance that you can provide regarding this matter is appreciated and we await your response.

Sincerely,

Stephen P. Archuleta  
Taos County Manager