



AGENDA
September 9, 2014
Regular Meeting

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

- 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. August 5, 2014 Special Meeting Minutes**
 - B. August 12, 2014 Regular Meeting Minutes**
 - C. August 18, 2014 Special Meeting Minutes**
- 7. AWARDS AND RECOGNITIONS**
 - A. Recognition of Francella Garcia, Deputy Town Clerk**

Mayor Barrone will recognize Francella Garcia, Deputy Town Clerk, on achieving the prestigious designation of *Certified Municipal Clerk* through the International Institute of Municipal Clerks.
 - B. Appointment of Town Attorney**

Appointment of Floyd W. Lopez to the position of Town Attorney pursuant to Title 3, Chapter 3.64.080 of the Town of Taos Municipal Code.
- 8. PRESENTATIONS**
 - A. Resolution 14-44 Supporting Kit Carson Electric**

Presentation, discussion and possible approval of Resolution 14-44 urging approval of preliminary mediation agreement between Tri-State and its New Mexico Member Cooperatives. By Luis Reyes Jr., Chief Executive Officer.
 - B. Proclamation for Taos County Economic Development Corporation**

Mayor Barrone will read and present proclamation to Taos County Economic

Development Corporation (TCEDC) designating November 16 to November 22, 2014 as TCEDC week in Taos.

C. Resolution 14-42 Supporting Dream Tree Project

Consideration and possible approval of Resolution 14-42 and presentation of resolution to Catherine Hummel regarding Dream Tree Project.

D. The Paseo and Fall Arts Festival

The Paseo and Fall Arts Festival, an informational presentation by Matt Thomas and Paul Figueroa.

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

10. MATTERS FROM STAFF

A. Financial Update

Presentation of the monthly financial report for the period ending July 31, 2014.

B. Annual Operating Budget for FY 2014-2015 - DFA Approved

Consideration and possible approval of the Annual Operating Budget for FY 2014-2015 as approved by the Department of Finance and Administration (DFA) in accordance with Section 6-6-5 NMSA 1978.

C. Resolution 14-39 Budget Adjustment Request

Consideration and possible approval of Resolution 14-39 Budget Adjustment Request to 1999 Gas Tax Acquisition Fund - Transfer \$10,000 from the Street Repair/Maintenance project to Camino de la Merced Improvements (Town Match) to cover the award for construction costs and adjust the Utility Construction Fund - Increase \$26,000 to Camino de la Merced Water/Sewer portion of the project, amount coming from the unreserved fund balance.

D. Resolution 14-43 Federal Aviation Administration Grant

Consideration and possible approval of Resolution 14-43 to apply for and accept a grant for federal assistance from the Federal Aviation Administration in the amount of \$5,476,691 for the first phase of construction of Runway 12/30 at Taos Regional Airport. The Town and State match amounts for this project will be \$304,261 each, for a total project cost of \$6,085,213.

E. Contract TT-15-82 with Northern Mountain Constructors

Consideration and approval of Contract TT-15-82 with Northern Mountain Constructors in the amount of \$5,031,348.50 plus gross receipts tax contingent upon funding from the Federal Aviation Administration and agency approval to construct phase one of Runway 12/30 at Taos Regional Airport.

F. Contract TT-15-81 with Garcia Underground

Consideration and approval of Contract TT-15-81 with Garcia Underground in the amount of \$658,116.84 plus gross receipts tax to construct Camino de la Merced utilities and roadway.

G. Resolution 14-41 Grant Application for Rural Transportation Services

Consideration and possible approval of Resolution 14-41 regarding an application and award for financial assistance under the USC Section 5311 of the Federal Transit Act for Rural Transportation Services estimated at \$423,440 with a Town Match of \$287,360 for Federal Fiscal Year 2015-2016 (October 1, 2015 to September 30, 2016).

H. Resolution 14-46 Waiver of Immediate Family Member

Consideration and possible approval of Resolution 14-46; Waiving the provisions of NMSA 1978, Section 13-1-190, regarding contracting with an immediate family member of a Town of Taos employee. The Town of Taos proposes to contract with Jim Fambro, related to Marietta Fambro, to perform certain Alternate Municipal Judge services for the Town of Taos.

11. TOWN MANAGER'S REPORT

A. Public Informational Meeting Report

Report on the Public Informational Meeting regarding the airport safety improvement project.

B. Status Report

Status report on 114 Civic Plaza Drive.

C. 2016-2020 Infrastructure Capital Improvement Plan

Discussion regarding a Special Meeting on September 11, 2014 at 9:00 a.m. to review and approve the 2016-2020 Infrastructure Capital Improvement Plan.

12. MATTERS AND REPORTS FROM THE MAYOR

A. Appointment to Lodgers Tax Advisory Board

Consideration and possible appointment to the Lodgers Tax Advisory Board (LTAB); recommendation of LTAB – Laurie Moreau.

B. North Central Regional Transit District

Discussion, consideration, and possible action regarding authorizing the establishment of a date for a Public Hearing to receive public input and provide information with regards to consideration of the Town of Taos applying for membership in the North Central Regional Transit District (NCRTD) and appointing a Director and alternate to represent the Town there on.

13. MATTERS AND REPORTS FROM THE COUNCIL

A. Arts and Cultural District/Main Street District

Discussion, consideration and possible action regarding the Taos Arts and Cultural District (TACD) and Taos Main Street District (TMSD). May include a presentation by the TACD/TMSD and question and answer session between the Council and TACD Board.

14. 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://taospublic.novusagenda.com/>*



September 9, 2014

Title:

August 5, 2014 Special Meeting Minutes

Summary:

Background:

Attachments:

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**MINUTES
August 5, 2014
Special Meeting**

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

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 Pro Tem Frederick A. Peralta at 1:05 p.m.

2. ROLL CALL

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

Those present were:

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 Attorney, Jacob Caldwell
Town Clerk, Renee Lucero

Absent/Excused was:

Mayor, Daniel R. Barrone

3. PLEDGE OF ALLEGIANCE

Town Manager Richard Bellis led the audience in the Pledge of Allegiance.

4. MOMENT OF SILENCE

1
2 **5. APPROVAL OF AGENDA**

3 **Councilmember Hahn made a motion to approve. Councilmember**
4 **Gonzales seconded the motion. The motion Passed. Those voting AYE**
5 **were: Councilmembers: Cantu, Hahn, Gonzales and Peralta.**
6

7 **6. PUBLIC HEARINGS**
8

9 **A. Ordinance 14-09 Amending the Zoning Map**

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

15 Mayor Pro Tem Peralta read the rules for conducting a quasi-judicial
16 hearing. He asked the Council if there were any conflicts of interest
17 for this case. There were none.
18

19 Martha Perkins, Planning and Zoning Director, presented Ordinance
20 14-09 and reviewed her Staff Report, which included the criteria for
21 approval of an amendment to title 16.12.060.2.
22

23 Ms. Perkins indicated this public hearing was continued from the June
24 10, 2014 Regular Meeting. She stated the applicant is requesting the
25 entire property be rezoned from C-1 to C-2. She further stated the
26 owner is having difficulty selling the property because it is split into two
27 zones. At the last public hearing, the Council was concerned about
28 property being zoned C-2 and creating traffic problems. Staff
29 recommends that they be allowed to continue with code changes that
30 will address the zoning and would require the Planning and Zoning
31 Commission to approve all site plan developments. She stated she
32 submitted the code changes to the Planning and Zoning Commission
33 last month and the changes will be heard tomorrow night.
34

35 Mark Yaravitz, agent for property owner, was sworn in and stated at
36 this time there is no development planned for this property as the zone
37 change is being requested to assist with developing the property in the
38 future. The goal is to create a regional shopping district and reduce
39 travel for Taoseños who travel to Albuquerque, Santa Fe and
40 Española for shopping; however, they do not want to develop anything
41 as large as Wal Mart. Mr. Yaravitz further stated two thirds of the
42 property is zoned C-2 and it would be helpful to have one set of
43 rules to follow to assist with opportunities. Additionally, he stated the
44 owner of the property may be interested in donating some land to
45 widen Gusdorf Road if that was required.
46

47 ***Public Opinion***
48

1
2 Mayor Pro Tem Peralta opened the public hearing.

3
4 Stephens Hall was sworn in and stated he does not want to see this
5 kind of development in Taos. He further stated the idea to change the
6 zoning map is to change the direction of the Town as this would be a
7 mixed use type of neighborhood. He asked that the Council please
8 carefully consider whether or not to change zoning map.
9

10 **After closing the public hearing, Mayor Pro Tem Peralta asked for**
11 **questions from the Council.**
12

13 Councilmember Gonzales stated at the last meeting the Council
14 discussed Taos Middle School being located adjacent to the property
15 in question and now they are changing their exit onto Gusdorf Road.
16 He asked how that will affect this property. Mr. Yaravitz stated the
17 school has large traffic issues at 8:00 a.m. and 3:00 p.m.; however,
18 beyond that time there are no traffic issues. He also stated the traffic
19 engineer believes that Gusdorf Road could handle the traffic. Mr.
20 Yaravitz additionally stated Doug Patterson, the school's architect,
21 said the school does not plan to widen Gusdorf Road unless it was
22 required by the Town.
23

24 A lengthy discussion ensued regarding the C-2 guidelines and
25 the proposed amendment to the Town Code which includes a
26 requirement to have Planning and Zoning Commission approval on
27 site plans. Ms. Perkins emphasized the owner does not have a
28 project in mind and the code amendments could take up to six months
29 before the changes can be enacted. She does not believe that the
30 applicant will have a project proposed by then.
31

32 **Councilmember Gonzales made a motion to approve with the**
33 **condition that the code is amended to require Planning and**
34 **Zoning Commission approval on site plans and also to include**
35 **that a traffic study be completed. The motion died for a lack of a**
36 **second.**
37

38 **Councilmember Hahn made a motion to allow the Planning and**
39 **Zoning Commission to review the code changes, and then bring**
40 **back both the code changes and the applicant's request at that**
41 **time. Councilmember Cantu seconded the motion.**
42

43 Mr. Caldwell advised that Councilmember Hahn's motion appears to
44 be a tabling motion. He explained the hearing has already been
45 noticed and requested that Council take action to continue the hearing
46 to another date and time certain in order to not have to repost the
47 notice. He also reminder the Council of the unknown timeline to
48

complete the code change.

**The motion did not pass. Those voting AYE were:
Councilmembers: Cantu and Hahn. Those voting NAY
were: Councilmembers: Gonzales and Peralta.**

**Councilmember Gonzales made a motion to allow property to be
zoned C-2 with the condition that any future development be
outlined in a site plan and a traffic study. Councilmember Peralta
seconded the motion for discussion.**

Mayor Pro Tem Peralta stated he prefers that the decision be postponed until the code is amended. He further stated in order to carry the motion forward there has to be a date specific, which may not be possible due to the unknown timeline to amend the code. Alternatively, if the application did not pass tonight, then it would be denied and would have to go back to the Planning and Zoning Commission again for approval.

Mr. Yaravitz stated, if it would be easier, his applicant could withdraw the application until the code changes have been made and go through the approval process again.

**The motion did not pass. Those voting AYE were:
Councilmembers: Gonzales and Peralta. Those voting NAY
were: Councilmembers: Cantu and Hahn.**

**Councilmember Cantu made a motion to accept the applicant's
withdrawal of the application. Councilmember Hahn seconded
the motion. The motion Passed. Those voting AYE were:
Councilmembers: Cantu, Hahn and Peralta. Voting NAY
was: Councilmember Gonzales.**

**B. Ordinance 14-10 Regarding Historic Preservation Commission
Appointments**

Consideration and possible approval of Ordinance 14-10 amending Section 16.12.020.3 of the Town Code regarding the appointment of Historic Preservation Commission members to enable the Mayor to find interested members with the professional experience and expertise necessary to better serve on the Historic Preservation Commission.

Ms. Perkins stated this ordinance is to address the qualifications of membership of the Historic Preservation Commission. She stated the commission shall consist of at least two members who shall own property or operate a business within a historic overlay zone or represent a community organization providing services to the historic

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2 overlay zone; two members who shall be property owners or own a
3 business within the Town limits or represent a community organization
4 providing services to the historic overlay zone; and one who may be
5 an at large member.

6
7 ***Public Opinion***

8 Mayor Pro Tem Peralta opened the public hearing. No one came
9 forward.

10
11 After closing the public hearing, Mayor Pro Tem Peralta asked for
12 questions from the Council.

13
14 **Councilmember Gonzales made a motion**
15 **to approve. Councilmember Peralta seconded the motion. The**
16 **motion Passed. Those voting AYE were: Councilmembers:**
17 **Cantu, Hahn, Gonzales and Peralta.**

18 **7. MATTERS FROM STAFF**

19
20 **A. Contract TT-15-62 E911 Joint Powers Agreement**

21 Consideration and possible approval of Contract TT-15-62 - Joint
22 Powers Agreement (JPA) between the Town of Taos, Taos County,
23 Village of Taos, and the Village of Taos Ski Valley establishing the
24 Taos Emergency Communications Center.

25
26 Mr. Caldwell stated this JPA was prepared after two joint meetings
27 between the Town and the County and after lengthy discussions with
28 the Taos County Attorney. He explained this is the final version of the
29 JPA and, as presented, it meets all criteria as described by the Town
30 and County. He further stated the JPA has been refined to clarify
31 membership for the Board of Directors of the Joint Powers Entity, the
32 County's participation as fiscal agent, and several other minor issues
33 that have come up. He further stated there will always be a need to
34 revisit this JPA, but this is a starting point to meet the needs of all
35 parties going forward into the new facility. Additionally, Taos County
36 approved this form of JPA this morning and he requests approval from
37 the Council so that he can send it to the Department of Finance and
38 Administration for approval to be able to meet the transition date of the
39 middle of December or January 1st at the latest .
40

41 Mayor Pro Tem Peralta stated he has two major concerns with
42 the JPA. His first concern is the reserve for capital improvements as
43 there is a minimal amount of money for depreciation and each entity
44 will support the fund if agreed to above the minimum of \$150,000. He
45 believes that money should be added to that fund every year to build
46 on it so that every five years the money will be there if any equipment
47 needs to be replaced.
48

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2
3 Mayor Pro Tem Peralta also expressed his concern about the capital
4 equipment that will be taken from each entity and placed into the JPA.
5 There's no sufficient language indicating how that will operate. The
6 JPA is written so that equipment will be common property between all
7 entities and he is concerned that entities will be left having to provide
8 funds if equipment goes down.

9
10 A lengthy discussion ensued regarding the reserve fund and the
11 maintenance schedule on the equipment. Conrad Cordova, IT
12 Director, stated as equipment gets older, maintenance costs
13 increase.

14
15 Mr. Caldwell assured the Council that if the JPA was passed today,
16 Mayor Pro Tem Peralta's concerns can be addressed with
17 amendments, which would need the other entities' approval.

18
19 The Council also discussed the salaries and training of dispatch
20 employees and concerns about staff being trained and certified, then
21 leaving for higher paying jobs.

22
23 **Councilmember Hahn made a motion to approve the JPA with the**
24 **caveat that the Town requests that the Board of Directors begin**
25 **meeting immediately to address the issues that were raised today**
26 **(Capital Equipment and Reserve Funds and employee**
27 **compensation) and report back to the Council. Councilmember**
28 **Gonzales seconded the motion.**

29
30 For discussion, Mayor Pro Tem Peralta asked if the reserves go into
31 effect immediately. Mr. Caldwell stated the operating reserve must be
32 fully funded by the beginning of the second fiscal year of operation
33 and the capital equipment reserve must be fully funded by beginning
34 of the third fiscal year of operation.

35
36 Mayor Pro Tem Peralta asked if a Memorandum of Understanding
37 (MOU) can be prepared to allow the Board to begin working on the
38 issues discussed today. Mr. Caldwell stated he believes that would be
39 a good idea.

40
41 **The motion Passed. Those voting AYE were: Councilmembers:**
42 **Cantu, Hahn, Gonzales and Peralta.**

43
44 **Councilmember Hahn made a motion to create an MOU to allow**
45 **the Board, as defined in the JPA, to immediately begin meeting**
46 **and give their advice to the members for the upcoming budget**
47 **year. Councilmember Cantu seconded the motion. The motion**
48

1
2 **Passed. Those voting AYE were: Councilmembers: Cantu, Hahn,**
3 **Gonzales and Peralta.**

4
5 **Councilmember Gonzales made a motion move Item 9.A.**
6 **regarding the Farmers Market and Item 9.B. regarding the Parking**
7 **Meters to the next items on the agenda. Councilmember Cantu**
8 **seconded the motion. The motion Passed. Those voting AYE**
9 **were: Councilmembers: Cantu, Hahn, Gonzales and Peralta.**

10
11 **B. Taos Farmer's Market**

12 Discussion, consideration and possible action regarding the Taos
13 Farmer's Market.

14
15 Mayor Pro Tem Peralta set the ground rules and indicated that there
16 will be no input from the public unless asked by a
17 Councilmember. Additionally, he stated no outbursts will be allowed.

18
19 Councilmember Cantu stated when she ran for Councilmember, her
20 platform was to revitalize the Town. There are many people who are
21 supportive of having the Farmers Market on the Plaza and many
22 people who are against it and the Council must find a win-win
23 solution. She asked Marko Schmitt for his thoughts on having the
24 Farmers Market at the Plaza and whether vendors should be
25 disbursed to other locations around the Plaza.

26
27 Mr. Schmitt stated he believes that Saturday mornings on the Plaza
28 has turned into an amazing event with about 700 people, locals and
29 tourists, visiting the Plaza. He believes the way the Farmers Market is
30 being managed now is working. He would like the opportunity to
31 discuss the concerns of the merchants who are unhappy with the
32 Farmers Market on the Plaza. He believes more research would need
33 to be done before disbursing vendors around plaza as there is a lot of
34 synergy with vendors being in close proximity to each other. People
35 would have to travel further distances to find the grocer they want. He
36 committed to working on a long term plan with the Town and
37 emphasized that vendors do not park on the Plaza.

38
39 Councilmember Gonzales expressed concern about moving vendors
40 off the Plaza. He also sympathized with shop owners, but this has
41 nothing to do with the type of merchandise they sell. He wants to see
42 a vibrant plaza again as it creates the aspect that the Council does
43 care about the downtown area.

44
45 Councilmember Hahn requested that Lynn Fitzgerald share some data
46 that she compiled. Ms. Fitzgerald stated she conducted a survey
47 because of concerns about parking spaces being lost and the impact
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1
2 of the market. The survey was completed by thirty businesses around
3 the Plaza; twenty-four stated they wanted the Farmers Market moved
4 out of the Plaza and the others want it to stay.

5
6 Councilmember Hahn called upon Nyna Matysiak to speak. Ms.
7 Matysiak stated after the last Marketing Meeting, she felt people were
8 not being heard so she started a petition online in support of the
9 Farmers Market in the Plaza. She read the petition for the record. As
10 of 12:00 p.m. today, there were 813 signatures and 136 comments. Of
11 those signatures, 65-70% were from locals and 30-35% were from
12 visitors. The signatures were received over 12 days.

13
14 Councilmember Hahn called upon Dennis Manzanares to speak. Mr.
15 Manzanares stated, on behalf of Taos County Chamber of Commerce
16 (TCCC), they support all businesses and the board has authorized the
17 following statement: "The Taos County Chamber of Commerce has
18 expressed support for the continuation of the Farmers Market on the
19 Plaza and will work to assist any and all business owners on or
20 adjacent to the Plaza in resolving any legitimate issues that an owner
21 may feel is raised during the event." He further stated a
22 representative of Taos Entrepreneurial Network (TEN) also asked him
23 to express his support as well. Both TCCC and TEN would be willing
24 to meet with everyone to develop workable solutions.

25
26 Councilmember Hahn called upon Bruce Ross, who assisted with
27 developing the Taos Economic Development Plan. Mr. Ross stated he
28 has heard nothing but positive comments about having the Farmers
29 Market on the Plaza. The energy created has been positive and is
30 building within the community. Councilmember Hahn asked Mr. Ross
31 if he can think of any way to measure the results of the impact during
32 the five hours on Saturdays that the Farmers Market is on the
33 Plaza. Mr. Ross stated he would need time to consider a way to
34 measure and will get back to the Council.

35
36 Councilmember Hahn requested that one person in the audience be
37 allowed to speak in support of the Farmers Market on the Plaza and
38 one person to speak against the Farmers Market on the Plaza.

39
40 Melissa Serfling stated she sees both sides of the issue. She stated
41 there was initial resistance because people said that only locals go to
42 the Farmers Market but she has information that indicates many
43 tourists go to the Farmers Market. She owns a business near the
44 Plaza and stated as soon as people start disbursing from the Farmers
45 Market her business gets busy.

46
47 Altira Montoya stated it is wonderful that the community is coming
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2 together and she does not see the Farmers Market as being an
3 issue. The issue is access and parking. She resents the Town for not
4 giving citizens the opportunity to express how they feel about it prior to
5 moving it. As a merchant she sees that business slows down during
6 the hours that the Farmers Market is operating. She requested that
7 the west side and north side of plaza be opened so that they don't
8 lose tourists from the tour buses.

9
10 By a show of hands in the audience, there were more in favor of the
11 Farmers Market in the Plaza than there were against it.

12
13 Extensive discussion ensued regarding the traffic and parking issues
14 in and around the Plaza, the possibility of extending the Farmers
15 Market to other locations around the Plaza, and the issue of the tour
16 buses that currently cannot enter the Plaza while the Farmers Market
17 is operating.

18
19 **Councilmember Hahn made a motion to maintain the Farmers**
20 **Market on the Plaza through the harvest; then in the winter**
21 **months evaluate the best location with TCCC and TEN and**
22 **develop a plan for next spring. Councilmember Gonzales**
23 **seconded the motion.**

24
25 For discussion, Councilmember Gonzales stated he does not want to
26 belabor the process and lose sight of other issues that are going
27 on. He stated the Council needs to determine a permanent stable
28 location for the Farmers Market. Mayor Pro Tem Peralta stated he
29 agrees with Councilmember Hahn's motion because there will be
30 dialogue and input from the community.

31
32 **Mayor Pro Tem Peralta amended Councilmember Hahn's motion**
33 **to include that the west side of the Plaza will be open to bus**
34 **traffic. Councilmember Cantu seconded the motion.**

35
36 Mayor Pro Tem Peralta asked Ms. Montoya if that would work for her
37 bus service. Ms. Montoya stated yes as long as the buses have
38 access to the Plaza because the purpose of their tour is to visit the
39 Historic Taos Plaza.

40
41 Sam Richardson, Coordinator of the Farmers Market, came forward
42 and stated if the Council does not allow vendors on the west side, he
43 will lose 14 vendors and he does not want to turn any of them
44 away. He further indicated if the Council decides to extend the
45 Farmers Market outside of the Plaza, the same problems with parking
46 and traffic will occur. He requested that the Farmers Market Board of
47 Directors be involved in discussions and recommended continuing at
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1 the current location until the end of this season.

2
3 Further discussion ensued regarding the main problem in the
4 downtown area being parking. The Council determined there is a
5 need for a permanent parking solution.
6

7
8 **Councilmember Peralta's motion did not pass. Voting AYE was:**
9 **Councilmember Peralta. Those voting NAY were:**
10 **Councilmembers: Cantu, Hahn, and Gonzales.**

11
12 **Councilmember Hahn's original motion passed. Those voting**
13 **AYE were: Councilmembers: Cantu, Hahn, Gonzales and Peralta.**

14 **C. Parking Meter Revenue and Enforcement**

15 Discussion, consideration and possible action regarding the parking
16 meters revenue and enforcement.
17

18 Mayor Pro Tem Peralta stated he would like to see the Town go back
19 to charging regular parking fees, other than the north side of the Plaza
20 during Farmers Market.
21

22 Councilmember Gonzales requested that Jay Moore, with the Taos
23 Merchants Historic District Parking Committee, come forward to
24 discuss his parking recommendations and
25 considerations. Councilmember Gonzales stated he is concerned
26 about the amount of money the Town spends on leases for parking
27 and would like to see some type of system in place to address
28 these problems.
29

30 Mr. Moore stated there have been many discussions with the Historic
31 District Parking Committee regarding the parking issues in the historic
32 district. They have decided that at least through end of the year the
33 fees should be maintained, but free parking should be implemented
34 during the Thanksgiving holiday season and the Christmas and New
35 Year holiday season. This is for the short term as a parking system
36 needs to be evolved. Mr. Moore indicated that if the Town would
37 obtain their Main Street designation they would be eligible for grant
38 funds to assist with parking issues.
39

40 Extensive discussion ensued regarding the inconvenience to visitors
41 of having to find change for parking meters, visitors having to park a
42 distance for shopping on the Plaza and businesses making change
43 available to visitors. Additionally, the Council discussed the benefit of
44 having swiping meters for use with credit cards or placing parking
45 kiosks. Mr. Moore stated he will talk to businesses about providing
46 signage informing visitors about where to go for change. Mayor Pro
47 Tem Peralta recommended including that information on maps as
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1
2 well.

3
4 Mr. Moore presented recommendations from the committee to
5 address the parking issues. He also shared information he discovered
6 in researching long term parking solutions implemented in other towns
7 similar to Taos. Extensive discussion ensued regarding how other
8 municipalities manage paid parking.
9

10 **Councilmember Gonzales made a motion to approve Option B of**
11 **Mr. Moore's recommendation which states the Town will maintain**
12 **the current pricing, duration and fees for metered parking**
13 **through December 31, 2014 and provide free parking from**
14 **November 16, 2014 through January 4, 2015, direct staff to**
15 **evaluate the cost of a parking kiosk, and have the Taos**
16 **Merchants Historic District Parking Committee assist with**
17 **monitoring the parking spaces to ensure that employees are not**
18 **utilizing the free parking spaces during the holiday**
19 **season. Councilmember Cantu seconded the motion.**

20
21 Mr. Bellis recommended coordinating with the businesses and Taos
22 County Chamber of Commerce to solicit a Request for Proposals to
23 develop a parking solution. He will then come back to the Council with
24 pricing options.

25
26 Councilmember Hahn asked Marietta Fambro, Finance Director, how
27 much revenue will be lost during the free parking period. Ms. Fambro
28 stated the Town will likely lose approximately \$10,000 to \$12,000 in
29 revenue based on numbers from the same period last year.

30
31 **Councilmember Gonzales amended his motion to approve Option**
32 **A. which states the Town will maintain the current pricing,**
33 **duration and fees for metered parking through December 31,**
34 **2014; provide free parking from November 22, 2014 through**
35 **November 30, 2014 for the Thanksgiving holiday season; and**
36 **provide free parking from December 14, 2014 through January 4,**
37 **2015 for the Christmas and New Year holiday season. The**
38 **remainder of the original motion will remain the**
39 **same. Councilmember Cantu seconded the motion.**

40
41 Councilmember Hahn stated he agreed with Councilmember
42 Gonzales' original motion to keep it simple and not confuse people by
43 starting and stopping free parking during the holidays.
44

45 Mr. Moore, agreed with Councilmember Hahn. He also explained a
46 parking meter program in Texas that is a "voluntary" system that
47 designates a local charity to receive a portion of the funds voluntarily
48

1
2 contributed. He stated perhaps the Town could test this program
3 during the free parking period to see its potential. If that could
4 happen, he would suggest adopting Option B. Mayor Pro Tem Peralta
5 stated he does not believe there is enough time to implement a
6 parking for charity program.

7
8 **The motion passed to amend the motion to approve Option A**
9 **instead of Option B. Those voting AYE were: Councilmembers:**
10 **Cantu, Hahn, and Gonzales. Voting NAY was Councilmember**
11 **Peralta.**

12
13 Councilmember Hahn expressed his confusion of the motion and
14 believed he had voted on Option B. He expressed concern about the
15 state of the budget and he would rather make no change to the
16 parking fees so that the Town does not lose any revenues. Mr.
17 Caldwell stated he can rescind his vote and propose a new motion.

18
19 Mayor Pro Tem Peralta reminded the Council that approving Option A
20 or Option B eliminates free parking on the Plaza during Farmers
21 Market. The only free parking would be during the times specified for
22 the holiday season.

23
24 **Councilmember Hahn made a motion to maintain free parking for**
25 **the Farmers Market, and pending affordability of the free parking**
26 **approve Option B along with the remainder of Councilmember**
27 **Gonzales' motion, and in anticipation of Fiscal Year 2015-16**
28 **entertain Option B with the charitable donation element and ask**
29 **staff over time to investigate the cost of kiosks. The motion died**
30 **for a lack of a second.**

31
32 **The motion made by Councilmember Gonzales to approve Option**
33 **A was passed. Those voting AYE were: Councilmembers:**
34 **Cantu, Gonzales, and Peralta. Voting NAY was Councilmember**
35 **Hahn.**

36
37 Mayor Pro Tem Peralta reiterated that free parking for the Farmers
38 Market has been eliminated.

39 **D. Contract TT-15-61 with Daniel B. Stephens & Associates Inc.**

40 Consideration and possible approval of Contract TT-15-61 with Daniel
41 B. Stephens in the amount not to exceed \$83,862.32 inclusive of
42 gross receipts tax for technical support related to the Abeyta Water
43 Rights Settlement.
44

45 Mr. Caldwell presented the contract to the Council and stated this is
46 for hydrological consulting and expert advice for the Abeyta Water
47 Rights Settlement and the Spring Ditch case. The proposed contract is
48

1 based on an exemption in the procurement code for purposes of
2 litigation support and expert fees in litigated matters.
3

4 **Councilmember Hahn made a motion to**
5 **approve. Councilmember Gonzales seconded the motion. The**
6 **motion Passed. Those voting AYE were: Councilmembers:**
7 **Cantu, Hahn, Gonzales and Peralta.**
8

9 **8. TOWN MANAGER'S REPORT**

11 **A. Business Manager Position**

12 Discussion, consideration and possible action regarding the job
13 description and salary range for the Business Manager position.
14

15 Mr. Bellis stated this position is proposed to provide some relief to the
16 Finance Department and Public Works Department as they will handle
17 analysis of investments, debt structures, rate analysis, etc. He further
18 stated some functions will be reported to the Council, some to the
19 Town Manager, but primarily the functions will be administered under
20 the Finance Director.
21

22 Mayor Pro Tem Peralta requested that the pay structure be included in
23 documents that employees sign before accepting the position and on
24 job descriptions. Mr. Bellis stated this is a Pay Grade 30.
25

26 **9. MATTERS FROM THE MAYOR AND COUNCIL**

27 **A. PENDING LITIGATION- Discussion, consideration, and decisions** 28 **regarding the following: (Executive and Public Session)** 29 **Informational Items/Action Items**

30 Discussion, consideration and decisions regarding the Abeyta Water
31 Rights Settlement and threatened litigation from the former Town
32 Attorney. This item may be discussed in closed session under Open
33 Meetings Act exemption 10-15-1(H)(7), which allows for discussion of
34 pending or threatened litigation.
35

36 **Councilmember Gonzales made a motion to go into Executive**
37 **Session. Councilmember Cantu seconded the motion. The**
38 **motion was Passed. Those voting AYE were: Councilmembers:**
39 **Cantu, Gonzales, Hahn and Peralta**
40

41 **At 7:00 p.m., Councilmember Hahn made a motion to come out of**
42 **Executive Session. Councilmember Cantu seconded the motion.**
43 **The motion was Passed. Those voting AYE were:**
44 **Councilmembers: Cantu, Gonzales, Hahn and Peralta.**
45

46 **Mr. Caldwell stated discussion in the Executive Session was**
47
48

1 limited to the items as they were called for and no action was
2 taken. Councilmember Gonzales made a motion to accept Mr.
3 Caldwell's report. Councilmember Cantu seconded the motion.
4 The motion was Passed. Those voting AYE were:
5 Councilmembers: Cantu, Gonzales, Hahn and Peralta.
6

7 **10. ADJOURNMENT**
8

9 A motion was made by Councilmember Gonzales and seconded by
10 Councilmember Cantu to adjourn the meeting. The motion carried
11 unanimously and the meeting adjourned at 7:01 p.m.
12

13 **APPROVED:**
14

15
16
17 _____
18 Daniel R. Barrone, Mayor
19

20 **ATTEST:**
21

22
23
24 _____
25 Renee Lucero, Town Clerk
26

27 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via***
28 ***audio, however, only Regular Town Council Meetings and some Special Town***
29 ***Council Meetings, with controversial issues, are video recorded. Copies are***
30 ***available upon request at the Town Clerk's Office located at 400 Camino de la***
31 ***Placita (575-751-2005) at a fee of \$5.00 for audio and video recordings.***
32 ***Additionally, video recordings can be viewed at [www.taos22.com](http://taospublic.novusagenda.com/). You may***
33 ***also view agendas, agenda packets, and minutes at***
34 ***<http://taospublic.novusagenda.com/>.***
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September 9, 2014

Title:

August 12, 2014 Regular Meeting Minutes

Summary:

Background:

Attachments:

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MINUTES
August 12, 2014
Regular Meeting

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

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 1:05 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 Attorney, Jacob Caldwell
Town Clerk, Renee Lucero

3. PLEDGE OF ALLEGIANCE

Richard Archuleta led the audience in the Pledge of Allegiance.

1
2 **4. MOMENT OF SILENCE**

3 Mayor Barrone asked for a moment of silence for former Youth
4 Councilmember, Arturo Suazo, who recently passed away.
5

6 **5. APPROVAL OF AGENDA**

7 Agenda was amended to include recognition of former Youth
8 Councilmember Michael Landgraf and recognition of Mystic Dance.
9

10 **Councilmember Peralta made a motion to approve as amended.**
11 **Councilmember Hahn seconded the motion. The motion was**
12 **Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales,**
13 **Hahn, Peralta.**
14

15 **6. APPROVAL OF MINUTES**

16 **A. July 8, 2014 Regular Meeting Minutes**

17 Item Result: Approved

18
19 **Councilmember Gonzales made a motion to approve. Councilmember**
20 **Cantu seconded the motion. The motion was Passed. Those voting**
21 **AYE were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.**
22

23 **B. July 14, 2014 Special Meeting Minutes**

24 Item Result: Approved

25
26 **Councilmember Gonzales made a motion to approve. Councilmember**
27 **Peralta seconded the motion. The motion was Passed. Those voting**
28 **AYE were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.**
29

30 **C. July 22, 2014 Regular Meeting Minutes**

31 Item Result: Approved

32
33 **Councilmember Gonzales made a motion to approve. Councilmember**
34 **Cantu seconded the motion. The motion was Passed. Those voting**
35 **AYE were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.**
36

37 **7. AWARDS AND RECOGNITIONS**

38 **A. Recognition of Michael Landraf**

39 Mayor Barrone presented a plaque and a gift certificate to Michael
40 Landgraf, former Youth Councilmember, and thanked him for representing
41 the youth of Taos. He thanked him for sharing his experience and for his
42 dedication and commitment to the Town of Taos.
43

44 **B. Recognition of Mystic Dance**

45 Councilmember Gonzales stated she is excited to present the certificates
46 to these young talented individuals for winning a national championship
47 and for being involved in something so positive. She thanked the coaches
48

1
2 and students so dedicating their time and talent for this
3 accomplishment. Councilmember Cantu further thanked the parents for
4 supporting the children and encouraged the children to be the leaders of
5 tomorrow.

6
7 C. Oath of Office for Police Cadet

8 Judge Richard Chavez administered the Oath of Office to the new Police
9 Cadet, Chrissie W. Vigil.

10
11 **8. PRESENTATIONS**

12 **A. Presentation Regarding Old County Courthouse**

13 *Discussion, consideration and possible action regarding the*
14 *following:*

15 Presentation from Taos County Chamber of Commerce, Taos
16 Entrepreneurial Network, Taos MainStreet and Taos Arts and
17 Cultural District regarding the Old County Courthouse.

18 Marko Schmitt, stated he is speaking on behalf of the Downtown
19 Community Coalition and is concerned about MainStreet's
20 development. He stated the coalition does not want to see the County
21 Courthouse close and would like to assist with the plan for the future of the
22 courthouse. He further stated the locks on the doors to the Mural Room
23 have been changed and the Arts and Cultural District/MainStreet have
24 received an eviction notice. He requested that the Town consider the role
25 as fiscal agent in partnership with the coalition to provide a conduit for
26 grants, legislative appropriations, financial transparency and accountability
27 to the County and the public.

28
29 Councilmember Gonzales stressed that the Old County Courthouse is not
30 owned by the Town. He expressed concern that this presentation has not
31 been presented to the County Commission. Without collaboration from the
32 County no one can move forward. He wants to ensure that the Courthouse
33 remains an open public space for the citizens to utilize. He recommended
34 collaborating with the County first, then coming back to the Town.

35
36 Steve Archuleta, Taos County Manager, stated he was surprised to see
37 this item on the agenda considering it references the Old County
38 Courthouse, which is owned by Taos County. He clarified for the record
39 that no one has been given an eviction notice, the locks were changed due
40 to liability issues, and events have continued. He further stated on August
41 19, 2014 the Commission will consider the use of the Courthouse. The
42 County has invested about \$100,000 for improvements and is considering
43 a management agreement and will decide whether it will be open for
44 cultural events or a museum. Furthermore, the Commission would like to
45 see the bottom space utilized for commercial use. Additional renovations
46
47
48

1
2 will cost approximately \$250,000.
3

4 A member of the coalition (name was not provided) stated the coalition
5 intends to make a presentation to the County.
6

7 Councilmember Peralta stated he believes the Town and County need a
8 long term financial plan to make this work. The anti-donation clause
9 cannot be violated and a lot more work and discussions need to take place
10 before any kind of decision can be made.
11

12 Councilmember Hahn encouraged the Coalition to meet with the County
13 Manager before the August 19, 2014 Commission Meeting.
14

15 Mayor Barrone stated it would be great if the Town and County can
16 collaborate and find funds to revitalize the downtown area and the Old
17 County Courthouse. Mr. Archuleta agreed and stated a lot of different
18 avenues need to be explored before going into an agreement.
19

20 Arsenio Cordova stated the Town and County need to first evaluate the
21 regulations considering the Courthouse is a historical landmark and
22 belongs to the citizens. He stated he does not agree with the coalition
23 being formed this morning and coming to the Council this afternoon to
24 request that the Town be fiscal agent.
25

26 Councilmember Hahn requested that Mr. Cordova be included in future
27 meetings of the Downtown Coalition.
28

29 **9. CITIZENS FORUM**

30 The following individuals spoke during Citizens Forum:
31

- 32 • Marilyn Hoff thanked the Council for placing an item on the agenda
33 to consider a public forum on the runway project. She requested
34 that the forum occur before bids come in and that the public be
35 allowed a lot of time to speak.
- 36 • Barbara Hatfield supported Marilyn Hoff and stated she is truly a
37 concerned citizen.
- 38 • Stephens Hall discussed a survey in the Taos News asking whether
39 Mayor Barrone should step down as County Commissioner. He also
40 discussed several other town issues.
41

42 **10. MATTERS FROM STAFF**

43 **A. Resolution 14-37 Personnel Policy Amendment**

44 Discussion, consideration and possible approval of Resolution 14-
45 37 amending the Merit Personnel Policy- Part 6(B): General
46 Working Conditions, Section Public/Political Office.
47
48

Amy Seidel, Human Resources Director, presented Resolution 14-37 and stated the resolution addresses the policy on employees running for a public or political office.

Councilmember Peralta asked what is the policy of on non-partisan elections.

Mr. Caldwell stated the policy previously approved by the Council included a provision that stated employees running for non-partisan elections are not required to take personal leave prior to the election.

Councilmember Peralta stated Paragraph C gives no restrictions to non-partisan elections. He used an example of an employee running for mayor and possibly using their position to campaign. He believes the same rules should apply for partisan and non-partisan elections. Mr. Caldwell stated the resolution can be changed to reflect that recommendation and would also have to apply to school board elections. Unopposed candidates would be excluded and should be stated in the Resolution.

Councilmember Peralta made a motion to approve for discussion. Councilmember Gonzales seconded the motion.

Councilmember Peralta made a motion to include language indicating that employees running in non-partisan elections (including Municipal and School Board Elections) be held to the same standards and must take leave from their position with the Town for thirty calendar days immediately prior to the election. Additionally, language shall be included indicating unopposed candidates shall be excluded from this policy. Councilmember Gonzales seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.

Councilmember Peralta made a motion to close discussion on the original motion and vote in the affirmative with the amendment. Councilmember Gonzales seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn, Peralta.

B. Resolution 14-38 Water Rights Trust Termination

Discussion, consideration and possible approval of Resolution 14-38 of the Town of Taos Council approving the termination of that certain amended and restated Water Rights Transfer Trust Agreement Dated May 10, 1995.

Item Result: Approved

Mr. Caldwell stated this is for water rights located in Lower Las Colonias

1
2 which were placed in trust with the Town of Taos under the theory that
3 once the water rights were transferred to Town wells, the respective
4 amounts of water would be made available to the Hughes family and their
5 beneficiaries for purposes of hooking into the Town's water system at a
6 future date. He recommended the Town agree to Termination of Trust and
7 allow the State Engineers Office to rename the beneficiaries of trust and
8 allow ownership of the water rights.

9
10 Scott Sanger, attorney to the beneficiaries, stated this has been ongoing
11 for years. He was at an adjudication hearing where Taos Pueblo protested
12 the transfer and the application was withdrawn and the water
13 rights remained in trust with Town. The parties want their water rights back
14 to use on their land.

15
16 **Councilmember Peralta made a motion to approve. Councilmember**
17 **Hahn seconded the motion.**

18
19 For discussion, Councilmember Peralta stated over the years he has had
20 many conversations with Mr. Sanger on this issue and he believes this is
21 something that needs to be done. The transfer was done originally to
22 protect the water rights and they should go back to the beneficiaries to
23 determine how to use them.

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

29
30 **C. Road Construction Update**

31 Update from the Public Works Director regarding progress on
32 Town road projects.

33 Mr. Espinoza provided a status report on the Town's road construction
34 projects.

35
36 Councilmember Peralta requested that signage be placed during the
37 construction of Bertha Road to inform the public on how to access the
38 recycling center. Mr. Espinoza stated he will have the contractor place
39 signs at the construction site.

40
41 **11. TOWN MANAGER'S REPORT**

42 **A. MainStreet/Arts & Cultural District**

43 Discussion and possible action regarding MainStreet/Arts & Cultural
44 District.

45 Mr. Bellis stated the letter attached to the agenda item indicates that Rich
46 Williams, Director of the NM MainStreet Program, will terminate the
47
48

1
2 partnership in ninety days unless he hears from the Town or County or
3 both on how they will handle the Arts and Cultural District (ACD) and
4 MainStreet Program. He requested direction from the Council on how to
5 move forward.
6

7 Councilmember Peralta stated his main concern with the ACD was that
8 there was not a business plan provided. He further stated the Council did
9 not know the budget, where the program would be housed or what the
10 manpower needs were. He believes the Town should contract with
11 another entity to have them manage the program. But whether it is an
12 employee or a contractor, the Council still needs to know what the
13 business plan is and what the Town's obligation is.
14

15 Councilmember Gonzales stated he believes it is important to collaborate
16 with the County on this because it affects both entities.
17

18 Mr. Archuleta came forward and stated he would be happy to ask the
19 Commission to collaborate and explained the only reason the County
20 wanted to take over the ACD is because they thought it was
21 important. Since then nothing has been budgeted, so the Commission
22 would have to determine if they have funds.
23

24 Councilmember Hahn asked if the Town will lose funds after the ninety day
25 time limit. Mr. Bellis stated there are no funds attached to ACD
26 designation and explained if the Town had an agreement, then staff could
27 submit applications for planning grants for the program. He further stated
28 although the County does not have the funds they do have the space at
29 the Old County Courthouse. If the Town is going to take the lead on this
30 the budget will need to be considered as well as funding opportunities. Mr.
31 Archuleta stated the utilization of the space at the Old County Courthouse
32 will be determined at the Commission meeting on August 19th. He
33 reiterated that the ACD has not been kicked out and can continue to
34 holding their meetings at the Courthouse.
35

36 Councilmember Hahn recommended approving with the understanding
37 that Mr. Bellis and Mr. Archuleta still have work to do.
38

39 Councilmember Cantu stated she also wants to see this move forward
40 since the County has invested in renovations.
41

42 Councilmember Peralta asked if Mr. Bellis can possibly put together a
43 business plan and inform the Council on how funds would be used to
44 promote the downtown district. He does not want the Town to move
45 forward without any kind of a plan. Mr. Bellis stated he should be able to
46 have a plan within thirty days.
47
48

Councilmember Gonzales requested that Mr. Bellis obtain estimates from other entities on what the costs are to manage their ACD and MainStreet programs. Mr. Bellis stated he believes the Town can operate at a minimal cost and budget for activities. He also stated if the Town is not obligated to any individual or contractor, Judy Esquibel, the Town's Programs Coordinator, has expressed an interest to assist until a long term plan has been determined.

Mayor Barrone stated he needs to leave to the funeral of his niece soon and requested to move Executive Session up on agenda then go to the Ribbon Cutting Ceremony of Town Hall Drive and Manzanares Street at 4:00 p.m. The Council concurred.

B. PERSONNEL MATTERS- Discussion, consideration, and decisions regarding the following: (Executive and Public Session) Informational Items/Action Items

Discussion, consideration and decisions regarding the Town Attorney. 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.

Mr. Caldwell explained that the Council will go into Executive Session and will take a break to go to the Ribbon Cutting Ceremony at 4:00 p.m. If the Executive Session is complete prior to the Ribbon Cutting Ceremony the Council will resume the agenda. If not, they will continue with the Executive Session, then resume the agenda.

Councilmember Peralta made a motion to go into Executive Session. Councilmember Cantu seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Hahn and Peralta. Absent during the vote was Councilmember Gonzales.

At 4:36 p.m., Councilmember Gonzales made a motion to come out of Executive Session. Councilmember Peralta seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.

Mr. Caldwell stated discussion in the Executive Session was limited to the items as they were called for and no action was taken. As an additional clarification, Mr. Caldwell stated the Council briefly left Executive Session to attend the Ribbon Cutting Ceremony and returned at approximately 4:20 p.m. to finish the Executive Session. Councilmember Peralta made a motion to accept Mr. Caldwell's report. Councilmember Gonzales seconded the motion. The motion was Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.

1
2 **Councilmember Peralta made a motion to authorize the Mayor to**
3 **negotiate a contract with another Town Attorney candidate with the**
4 **same guidelines previously approved. Councilmember Gonzales**
5 **seconded the motion. The motion was Passed. Those voting AYE**
6 **were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.**

7
8 **C. Date of Public Hearing Regarding Runway Project**

9 Discussion, consideration and possible action regarding a date of a
10 public hearing regarding the Taos Airport Crosswinds Runway.

11 Mr. Bellis stated this has been discussed in previous meetings to address
12 the concerns of citizens regarding the runway project. He recommended
13 that the Town not extend formal invitations to the Federal Aviation
14 Administration or the State Aviation Administration and also requested that
15 the Town not be cross-examined regarding the Environmental Impact
16 Statement (EIS). He stated he, the Public Works Director and the Airport
17 Manager will be present at the meeting to answer any questions as well as
18 any of the members of the Council who wish to be present.

19
20 Councilmember Peralta stated the Town has spent thirty years on this
21 project and the EIS has been completed. He does not believe this meeting
22 should be a Council Meeting or a public debate. He believes it would be
23 fine to provide information as to how the Town is moving forward with
24 project.

25
26 Councilmember Gonzales agreed with Councilmember Peralta and added
27 in his tenure as a Councilmember he has heard a lot of input on this issue.
28 He stated he is not opposed to having an informational meeting.

29
30 Councilmember Cantu stated this is a subject that is new to her and she
31 believes it is crucial to hear from the public.

32
33 Councilmember Hahn stated the idea behind this was to hold an
34 informational meeting where opponents and proponents of the project
35 could get the facts that they are requesting. They are not asking for a
36 special meeting, only a forum to have their feelings heard. He has
37 invested a lot of time learning about this project and he would like that
38 dialogue. He is grateful that this administration wants to give the public a
39 voice.

40
41 Councilmember Peralta indicated that the agenda item states it will be a
42 public hearing and a public informational meeting is totally different. His
43 issue is that the outcome will not change the course of the project.

44
45 Mr. Bellis proposed a date of August 25, 2014 at 6:00 p.m. at the Town
46 Council Chambers.

1
2 The Council agreed that the meeting will be an informational forum to
3 provide facts about the project and to answer questions from the public.

4 **D. Status Report on Request for Proposals**

5 Status report: RFP's for commercial cell tower, Local Economic
6 Development Block Grant (LEDBG) and Community Services
7 Block Grant (CSBG).

8
9 Mr. Bellis reviewed the Request for Proposals for the commercial cell
10 tower and Community Services Block Grant. He stated he is still working
11 on the RFP for the Local Economic Development Block Grant.

12
13 **Councilmember Peralta made a motion to direct the Town Manager to**
14 **solicit RFPs for the commercial cell tower and the Community**
15 **Services Block Grant. Councilmember Hahn seconded the**
16 **motion. The motion was Passed. Those voting AYE were:**
17 **Councilmembers: Cantu, Gonzales, Hahn, Peralta.**

18
19 **E. Policies for Receiving Septic Waste**

20 *Discussion and information:*

21 Policies for receiving septic waste at the Town's Sewage
22 Treatment Facility.

23
24 Mr. Bellis stated this is an informational item about a meeting regarding
25 how the Town should accept septic waste at the Treatment Plant. The
26 recommendation was to have CH2MHILL analyze the current security
27 measures regarding cameras, and outside threats, and come back to the
28 Council with costs to implement changes. He further stated the ultimate
29 goal will be that the facility will be secure with cameras. Additionally staff
30 will be able to identify what is being dumped and by whom.

31
32 Anthony Martinez, Project Manager, stated he has sent an email to all
33 project managers in his company to see how their security systems work.
34 He believes it will take 30 – 60 days to gather the analysis and he should
35 be able to present the results to the Council at the last meeting in
36 September.

37
38 Mayor Barrone directed Mr. Bellis to move forward.

39
40 Steve Rael, owner of S&R Septic, expressed concerns about the security
41 at the facility.

42 **12. MATTERS FROM THE MAYOR AND COUNCIL**

43 **A. Downtown Parking**

44 Reconsideration of the free parking for the Farmers Market and
45 holiday season.

46
47 Councilmember Hahn expressed concern about changing the policy on
48

1
2 free parking during Farmers Market. He is also concerned about the
3 action the Council took regarding offering free parking during the
4 Thanksgiving holiday and then again during the Christmas and New Year
5 holiday. He believes the Town should offer consistency and add the few
6 weeks in between. He further stated the Town should consider a
7 recommendation by Jay Moore to retain free parking through the end of
8 the Farmers Market season. He recommends hiring a professional to
9 assist with a long term parking plan.
10

11 **Councilmember Hahn made a motion to rescind last week's motion**
12 **approving the Option A parking recommendation proposed by Jay**
13 **Moore. The motion died for a lack of second.**
14

15 Councilmember Cantu requested that vendors free up parking at the Plaza
16 to allow visitors to park. Mr. Bellis stated he made it clear to the managers
17 of the Farmers Market that vendors who are parking on the Plaza will be
18 ticketed.
19

20 Extensive discussion ensued regarding the tour bus drop off and visitors
21 having to park so far away from the Plaza to go to the Farmers
22 Market. Police Chief David Weaver also expressed the importance of
23 having signage to direct visitors.
24

25 Mayor Barrone directed Mr. Bellis to estimate the cost of providing
26 signage.
27

28 **B. Mayor's Update**

29 1. Discussion of possible dates for a Joint Town/County Meeting.
30

31 Councilmember Peralta asked which items would be placed on the agenda
32 and whether the Council will be provided backup documentation prior to
33 the meeting. Mayor Barrone assured Councilmember Peralta that the
34 Council will receive all backup material prior to the meeting. He also
35 stated he would like to discuss the Old County Courthouse with the
36 Commission. Mr. Bellis added that other items for discussion are the
37 hospital and an update on the dispatch center. Mayor Barrone stated he
38 has been approached Española's hospital to consider a regional
39 collaboration.
40

41 Councilmember Peralta stated he would like a presentation from Rio Arriba
42 dispatch before meeting with the County.
43

44 Councilmember Hahn recommended adding the Stray Hearts contract to
45 the agenda and also a discussion item on the Animal Control Ordinance.
46
47
48

1
2 Mr. Bellis stated he will add the requested items.
3

4 2 Other Reports
5

6 Mayor Barrone informed the Council that he signed off on an application to
7 expand a floor plan for Mosaic Restaurant in order to allow them to expand
8 their liquor serving area onto their patio. This action did not require
9 Council approval; however, he wanted them to know about it.
10

11 **C. Council Reports**

12 Councilmember Hahn requested an update on the renaming of Kit Carson
13 Park. Mr. Bellis stated there have been many inquiries from the press
14 regarding whether there is division on the Council regarding the issue. He
15 further stated the issue has not been a priority as there are so many other
16 pressing issues.
17

18 Councilmember Gonzales stated he attended the National Association of
19 Latino Elected Officials (NALEO) Policy Institute on Affordable Care
20 Act. He stated it is important that our local population is aware of the costs
21 associated with the act and whether they qualify for Medicare and
22 Medicaid. Mayor Barrone thanked Councilmember Gonzales for bringing
23 up this important issue.
24

25 Extensive discussion ensued regarding health care.
26

27 **13. MATTERS AND REPORTS FROM THE MAYOR**

28 **14. MATTERS AND REPORTS FROM THE COUNCIL**

29 **15. ADJOURNMENT**
30

31 **A motion was made by Councilmember Peralta and seconded by**
32 **Councilmember Gonzales to adjourn the meeting. The motion carried**
33 **unanimously and the meeting adjourned at 6:45 p.m.**
34
35

36 **APPROVED:**
37

38
39 _____
40 **Daniel R. Barrone, Mayor**
41

42 **ATTEST:**
43

44
45 _____
46 **Renee Lucero, Town Clerk**
47
48

PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio, however, only Regular Town Council Meetings and some Special Town Council Meetings, with controversial issues, are video recorded. Copies are available upon request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00 for audio and video recordings. Additionally, video recordings can be viewed at www.taos22.com. You may also view agendas, agenda packets, and minutes at <http://public.taosgov.com/>.



September 9, 2014

Title:

August 18, 2014 Special Meeting Minutes

Summary:

Background:

Attachments:

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☐ [Minutes](#)



MINUTES
August 18, 2014
Special Meeting

Town Hall Executive Conference Room
400 Camino de la Placita
9:00 AM

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 9:03 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 Attorney, Jacob Caldwell
Town Clerk, Renee Lucero

3. PLEDGE OF ALLEGIANCE

Councilmember Hahn led the audience in the Pledge of Allegiance.

1
2 **4. MOMENT OF SILENCE**

3
4 **5. APPROVAL OF AGENDA**

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

8
9 **6. TOWN MANAGER'S REPORT**

10 **7. MATTERS AND REPORTS FROM THE MAYOR**

11 **8. MATTERS AND REPORTS FROM THE COUNCIL**

12
13 **9. EXECUTIVE SESSION**

14 PERSONNEL MATTERS- Discussion, consideration, and
15 decisions regarding the following: (Executive and Public Session)
16 Informational Items/Action Items.

17
18 Discussion, consideration and decisions regarding the Town
19 Attorney position. This item may be discussed in closed session
20 under Open Meetings Act exemption 10-15-1(H)(2), which allows
21 for discussion of limited personnel matters.

22
23 Councilmember Gonzales made a motion to go into Executive
24 Session. Councilmember Peralta seconded the motion. The motion
25 was Passed. Those voting AYE were: Councilmembers: Cantu,
26 Gonzales, Hahn and Peralta.

27
28 At 9:58 a.m., Councilmember Peralta made a motion to come out of
29 Executive Session. Councilmember Gonzales seconded the motion.
30 The motion was Passed. Those voting AYE were: Councilmembers:
31 Cantu, Gonzales, Hahn and Peralta.

32
33 Mr. Bellis stated discussion in the Executive Session was limited to
34 the items as they were called for and no action was taken.
35 Councilmember Gonzales made a motion to accept Mr. Bellis'
36 report. Councilmember Peralta seconded the motion. The motion
37 was Passed. Those voting AYE were: Councilmembers: Cantu,
38 Gonzales, Hahn and Peralta.

39
40 Mayor Barrone made a recommendation to offer the job of Town
41 Attorney to Floyd Lopez at a salary of \$102,500 with one month
42 severance and after six months, a second month of severance may
43 be offered.

44
45 Councilmember Gonzales made a motion to accept the Mayor's
46 recommendation. Councilmember Cantu seconded the motion. The
47 motion was Passed. Those voting AYE were: Councilmembers:
48

Cantu, Gonzales, Hahn and Peralta.

10. ADJOURNMENT

A motion was made by Councilmember Gonzales and seconded by Councilmember Peralta to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 10:00 a.m.

APPROVED:

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

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September 9, 2014

Title:

Recognition of Francella Garcia, Deputy Town Clerk

Summary:

Mayor Barrone will recognize Francella Garcia, Deputy Town Clerk, on achieving the prestigious designation of *Certified Municipal Clerk* through the International Institute of Municipal Clerks.

Background:

Attachments:

[Click to download](#)

No Attachments Available



September 9, 2014

Title:

Appointment of Town Attorney

Summary:

Appointment of Floyd W. Lopez to the position of Town Attorney pursuant to Title 3, Chapter 3.64.080 of the Town of Taos Municipal Code.

Background:

Attachments:

[Click to download](#)

No Attachments Available



September 9, 2014

Title:

Resolution 14-44 Supporting Kit Carson Electric

Summary:

Presentation, discussion and possible approval of Resolution 14-44 urging approval of preliminary mediation agreement between Tri-State and its New Mexico Member Cooperatives. By Luis Reyes Jr., Chief Executive Officer.

Background:

Attachments:

Click to download

- 📎 [Presentation](#)
- 📎 [Resolution 14-44](#)



Tri-State/*New Mexico* Global Settlement Talking Points

8/29/2014

Tri-State/Kit Carson History (Expectations)

- In 2000 Tri-State merged with Plains Electric, which had served 13 New Mexico Cooperatives. Navopache Electric Cooperative did not go with Tri-State merger, which left Tri-State with 12 NM Cooperatives. The contract with Tri-State expires in 2040.
- The benefits of the merger were to be :
 - Lower rates and rate stability
 - Regulatory oversight
 - More access to renewable energy supply

Tri-State/Kit Carson History

(Results so far)

- Since the merger there have been nine rate increases and two proposed rates increases. The two proposed rates are currently suspended by the New Mexico Public Regulation Commission (NMPRC)
- Rates have increased from 3.6 cents to 7.3 cents per kWh during the past 14 years; which is about a 95% increase
- There is a still a 5% cap on renewable energy
- Tri-State is challenging the NMPRC regulatory oversight in federal court

Tri-State/Kit Carson History (Current Status)

- The suspension of rates was due to three NM Cooperatives protesting the proposed 2013 and 2014 rate increases, which is what is required under state law for the NMPRC to be able to review Tri-State's rates.
- Tri-State and NM Cooperatives began mediation to resolve pending issues
- During mediation Tri-State and NM Cooperatives agreed to engage in negotiations to attempt to reach a Global Settlement

The first step of the Global Settlement is to implement a Temporary Rate Rider

The temporary rate rider for NM is expected to be implemented on the Effective Date of October 1, 2014 and continue through the entire calendar year of 2015 unless the negotiations terminate sooner. The rate rider rate is .00226 per kWh but not to exceed \$7,000,000 statewide.

The second step represents the action phase of the “Global Settlement” which will address all of the following negotiable issues:

- 1. Review and restructure of current power supply contract, including an opt-out option and obtaining authorization to negotiate with other energy providers, including Tri-State. On the Effective Date Tri-State will be obligated to provide a letter to its Members who desire to look for other options of power supply.**

NEGOTIABLE ISSUES continued...

2. Within 90 days of the Effective Date, Tri-State will deliver a good faith proposal for an equitable capital credit payout for New Mexico Members.
3. An independent cost of service study will be conducted. The study will be done by an Engineering firm agreed upon by the New Mexico Cooperatives and Tri-State. This will be the basis for cost based rates charged to its Members in any rate filing made by Tri-State as a result of any Global Settlement that might be reached.

NEGOTIABLE ISSUES continued...

- a. The Cost of Service will produce a cost based rate which is the actual cost to serve a consumer. The current budget based rate is determined by management which is based on worst case scenario of what rates may be in the future which is generally higher than a cost based rate.

NEGOTIABLE ISSUES continued...

4. Jurisdictional issues:

- a. Pending case in Federal District Court, which Tri-State filed arguing regulatory authority by the NMPRC is unconstitutional. Tri-State believes that because they sell power in interstate commerce they should not be regulated by states.

- i. At the time of the merger with Plains Electric in 2000 it was stipulated that Tri-State would be subject to regulation by the NMPRC if three New Mexico Cooperatives protested a proposed Tri-State rate increase.

BENEFITS...

1. Increased Access To Renewable Energy
 - a. Currently Tri-State limits KCEC to 5% use of renewable energy.
 - b. Negotiating with other energy suppliers would give us the opportunity to increase this limit or eliminate the limit completely.

BENEFITS continued...

2. Capital Credits – More Timely Payouts

- a. Currently New Mexico Members would receive a capital credit payout in 2045 based on the current retirement schedule. KCEC's objective in negotiations is to require a cash payout beginning in 2016.

BENEFITS continued...

3. A Shorter Term Contract

- a. KCEC's contract with Tri-State expires in 2040.
A shorter term contract gives KCEC the opportunity to take advantage of advancements in technology within the energy sector.

BENEFITS continued...

4. More Favorable Contractual Terms For KCEC Members

5. Price Certainty

- a. Since contracting with Tri-State, with the promise of price stability, 8 rate increases have been imposed upon our Members. Since 70% of our power bill goes to Tri-State these increases have been felt by each of our Members.

IMPACTS...

1. Suspension of the two current rate cases pending before the NMPRC.
2. The rate rider will be calculated to recover additional revenues from the NM Members in an annualized amount of about \$7 million per year, beginning on Effective Date of the agreement.

IMPACTS continued...

- a. The rate protest has saved KCEC Members \$1,419,004 in 2013 and \$691,564 as of June 2014; a total of **\$2,110,568**.
- b. The rate protest saved New Mexico Members \$15,636,705 in 2013 and \$8,822,148 as of June 2014; a total savings of **\$24,458,853**.

IMPACTS continued...

- c. Tri-State has agreed to the annualized amount of \$7 million per year, KCEC's share of the \$7 million would be approximately 10% or about \$700,000. Kit Carson's temporary rate rider amount would be set in a separate account to be used as a credit against any opt out fees. See attached exhibits for rate impacts to different Member classifications.

IMPACTS continued...

- d. This amount is paid through a .00226 mil/kWh beginning October 2014 until December 31, 2015 or unless terminated earlier.

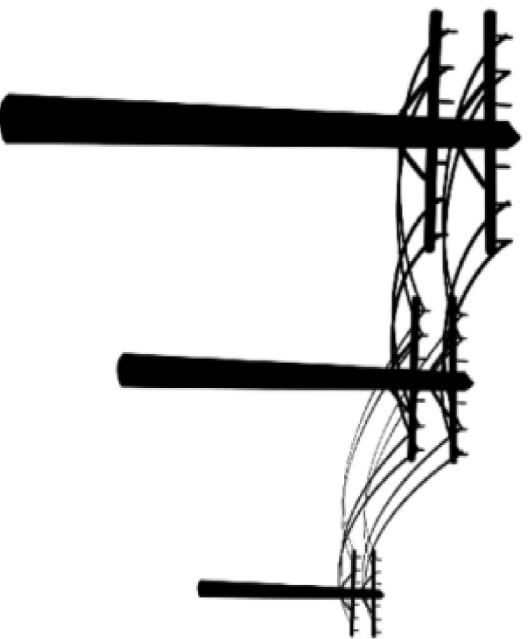
Termination Triggers of Temporary Rate Rider

The following events terminate the rate rider prior to December 31, 2015

1. Three Members provide notice to Tri-State that the Global Settlement negotiations are no longer productive.
2. If fewer than three Members notify the Mediator in this matter that the Global Settlement negotiations are no longer productive and the Mediator makes a good faith determination that the Global Settlement negotiations are no longer productive.

Termination Triggers of Temporary Rate Rider continued...

3. If Tri-State fails to provide a good faith proposal on capital credit payment
4. If Tri-State fails to provide a good faith proposal on a Member exit methodology.



Financial Impact Of Global Settlement By Class

Residential Class			Total of Impact Per Month
	kWhs	Rate Rider	
2013 Average	485	0.00226	\$ 1.10
Seasonal Class			Total of Impact Per Month
	kWhs	Rate Rider	
2013 Average	206	0.00226	\$ 0.47
Small Commercial			Total of Impact Per Month
	kWhs	Rate Rider	
2013 Average	1,204	0.00226	\$ 2.72
Large Commercial			Total of Impact Per Month
	kWhs	Rate Rider	
2013 Average	21,773	0.00226	\$ 49.21

Financial Impact of Global Settlement System Wide 2013 – 2014 (YTD)

	<u>kWh Used</u>	<u>Rate Rider</u>	<u>Total Impact</u>
2013	323026386	0.00226	\$ 730,039.63
2014 (YTD)	154263800	0.00226	\$ 348,636.19
			\$ 1,078,675.82

Financial Impact Of Residential Class by kWh

KWH	CURRENT RATE	RATE RIDER	IMPACT PER MONTH	PERCENT	COST PER DAY	
0	\$14.50	\$0.00	\$0.00	0.00%	\$ -	
100	\$25.00	\$25.23	\$0.23	0.90%	\$ 0.01	
150	\$30.25	\$30.59	\$0.34	1.12%	\$ 0.01	
200	\$35.50	\$35.95	\$0.45	1.27%	\$ 0.02	
250	\$40.75	\$41.32	\$0.56	1.39%	\$ 0.02	
300	\$46.00	\$46.68	\$0.68	1.47%	\$ 0.02	
350	\$51.25	\$52.04	\$0.79	1.54%	\$ 0.03	
400	\$56.50	\$57.40	\$0.90	1.60%	\$ 0.03	
450	\$61.75	\$62.77	\$1.02	1.65%	\$ 0.03	
485	\$65.43	\$66.52	\$1.10	1.68%	\$ 0.04	AVERAGE
500	\$67.00	\$68.13	\$1.13	1.69%	\$ 0.04	
550	\$72.25	\$73.49	\$1.24	1.72%	\$ 0.04	
600	\$77.50	\$78.86	\$1.36	1.75%	\$ 0.05	
633	\$80.97	\$82.40	\$1.43	1.77%	\$ 0.05	
650	\$82.75	\$84.22	\$1.47	1.78%	\$ 0.05	
700	\$88.00	\$89.58	\$1.58	1.80%	\$ 0.05	
750	\$93.25	\$94.95	\$1.69	1.82%	\$ 0.06	
800	\$99.00	\$100.81	\$1.81	1.83%	\$ 0.06	
850	\$104.75	\$106.67	\$1.92	1.83%	\$ 0.06	
900	\$110.50	\$112.53	\$2.03	1.84%	\$ 0.07	
950	\$116.25	\$118.40	\$2.15	1.85%	\$ 0.07	
1000	\$122.00	\$124.26	\$2.26	1.85%	\$ 0.08	
1050	\$127.75	\$130.12	\$2.37	1.86%	\$ 0.08	
1100	\$133.50	\$135.99	\$2.49	1.86%	\$ 0.08	
1150	\$139.25	\$141.85	\$2.60	1.87%	\$ 0.09	
1200	\$145.00	\$147.71	\$2.71	1.87%	\$ 0.09	
1250	\$150.75	\$153.58	\$2.82	1.87%	\$ 0.09	
1300	\$157.00	\$159.94	\$2.94	1.87%	\$ 0.10	
1350	\$163.25	\$166.30	\$3.05	1.87%	\$ 0.10	
1400	\$169.50	\$172.66	\$3.16	1.87%	\$ 0.11	
1450	\$175.75	\$179.03	\$3.28	1.86%	\$ 0.11	
1500	\$182.00	\$185.39	\$3.39	1.86%	\$ 0.11	

Request to Explore Potential Alternative Power Suppliers



KIT CARSON ELECTRIC COOPERATIVE, INC.

A Touchstone Energy® Cooperative

The power of human connections®



(575) 758-2258 • (800) 688-6780 • Fax: (575) 758-4890 or (575) 758-4611 • www.kitcarson.com

118 Cruz Alta Road • P.O. Box 578 • Taos, New Mexico 87571-0578

August 27, 2014

Mr. Michael McInness
Executive Vice President & General Manager
Tri-State Generation & Transmission Association, Inc.
P.O. Box 33695
Denver, CO 80233-0695

RE: Letter to Explore Potential Alternative Power Suppliers

Dear Mike,

Pursuant to the terms of the Term Sheet passed by the governing Board of Tri-State Generation and Transmission Association, Inc. ("Tri-State") and the Board of Trustees of Kit Carson Electric Cooperative, Inc. ("KCEC"), in which Tri-State agreed to provide to its member cooperatives that request it, a letter authorizing such member to engage in communications with potential alternative power suppliers, Kit Carson is hereby making its request for such letter from Tri-State. As previously discussed in the negotiations held in the New Mexico Public Regulation Commission consolidated rate case mediation, the letter will be in the form of the letter mutually agreed upon as between Kit Carson, other protesting New Mexico cooperative members, and Tri-State.

Please forward the prescribed letter to me at the address above. Should you have any questions or comments on Kit Carson's request for the Tri-State letter, please let me know. Thank you for your attention to my request and prompt response.

Sincerely,

Luis A. Reyes, Jr.
Chief Executive Officer

cc: KCEC Board of Trustees
Rick Gordon, Tri-State Chairman

BOARD OF TRUSTEES

Peter Adang
Cristobal Duran
Bruce Jassmann
Vingil Martinez

Ambrose Mascareñas
Manuel Medina
Bobby R. Ortega
Arthur Rodarte

Jerry Smith
David Torres
Luisa Valero-Mylet

John F. McCarthy, Jr.
Corporate Attorney



Luis A. Reyes, Jr.
Chief Executive Officer

8/29/2014

23



RESOLUTION 14-44

RESOLUTION URGING APPROVAL OF PRELIMINARY MEDIATION AGREEMENT BETWEEN TRI-STATE AND ITS NEW MEXICO MEMBER COOPERATIVES

WHEREAS, Kit Carson Electric Cooperative, Inc. (Kit Carson) along with Springer Electric Cooperative and Continental Divide Electric Cooperative protested Tri-State Generation and Transmission Association's (Tri-State) Advice Notice No. 15 rate filing at the New Mexico Public Regulation Commission (NMPRC) on November 7, 2012; and

WHEREAS, Kit Carson Electric Cooperative, Inc. (Kit Carson) along with Jemez Mountains Electric Cooperative, Springer Electric Cooperative and Continental Divide Electric Cooperative protested Tri-State Generation and Transmission Association's (Tri-State) Advice Notice No. 19 rate filing at the New Mexico Public Regulation Commission (NMPRC) on September 27, 2013; and

WHEREAS, on March 5, 2014, the NMPRC granted a Joint Motion filed by the four protesting New Mexico member cooperatives of Tri-State, including Kit Carson, to Appoint a Mediator in the rate case to facilitate potential settlement discussions among Tri-State and the parties in the case; and

WHEREAS, Kit Carson has participated since that time with Tri-State and other New Mexico member cooperatives of Tri-State and the intervenors in the NMPRC sponsored mediation to attempt to come to resolution of the issues and matters in various matters pending before the NMPRC, including Case Nos. 12-00375-UT and 13-00321-UT; and

WHEREAS, the mediation discussions have resulted in a Preliminary Mediation Agreement among Kit Carson, Tri-State and the remaining New Mexico member cooperatives of Tri-State, the terms of which provide for certain items to be delivered to the New Mexico member cooperatives in exchange for an agreement for a temporary rate increase for Tri-State to go into effect, in order to provide a path to enable the pursuit of a global settlement in the long term for Tri-State's New Mexico member cooperatives; and

WHEREAS, the terms of this Preliminary Mediation Agreement have been reviewed by the Board of Trustees (Board) of Kit Carson, as well as the Boards of the remaining New Mexico member cooperatives of Tri-State; and each of these cooperative Boards have approved the terms of this Preliminary Mediation Agreement; and

WHEREAS, this Preliminary Mediation Agreement was filed at the NMPRC by Tri-State on August 20, 2014, in a jointly filed motion with Kit Carson and the remaining New Mexico member cooperatives of Tri-State, and the Utility Division Staff of the NMPRC, and certain other intervenors in the case, all of whom support the Preliminary Mediation Agreement; and

WHEREAS, the governing body of Town of Taos fully supports the efforts of Kit Carson to pursue continued mediation in the case to attempt to reach a global settlement of long-standing issues with Tri-State and recognizes the need for negotiation on the part of the New Mexico member cooperatives of Tri-State to be successful in these negotiations, including a modest rate increase for Tri-State that will occur if the Preliminary Mediation Agreement is approved.

THEREFORE, BE IT RESOLVED, the governing body of Town of Taos does hereby support the efforts of Kit Carson to continue in their mediation with Tri-State, and hereby urges the NMPRC to expeditiously approve the Preliminary Mediation Agreement filed by Tri-State in its Joint Motion.

PASSED, APPROVED, AND ADOPTED this 9th day of September, 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro-Tem Frederick A. Peralta	_____
Councilmember Andrew Gonzales	_____
Councilmember Judith Cantu	_____
Councilmember George "Fritz" Hahn	_____

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:



Floyd W. Lopez, Town Attorney



September 9, 2014

Title:

Proclamation for Taos County Economic Development Corporation

Summary:

Mayor Barrone will read and present proclamation to Taos County Economic Development Corporation (TCEDC) designating November 16 to November 22, 2014 as TCEDC week in Taos.

Background:

Attachments:

[Click to download](#)

No Attachments Available



September 9, 2014

Title:

Resolution 14-42 Supporting Dream Tree Project

Summary:

Consideration and possible approval of Resolution 14-42 and presentation of resolution to Catherine Hummel regarding Dream Tree Project.

Background:

Attachments:

Click to download

 [Resolution](#)



RESOLUTION 14-42

The Town of Taos hereby resolves that it supports the application for New Mexico Department of Transportation Funds by the DreamTree Project, a 501(c)3 organization.

The DreamTree Project is applying for up to \$25,000 to purchase a vehicle through the FY2016 Section 5310 grant program, Enhanced Mobility of Seniors and Individuals with Disabilities, to transport runaway and homeless youth with severe emotional distress (SED), post-traumatic stress disorder (PTSD), and other behavioral health diagnoses. This vehicle will allow youth to access education, employment, behavioral health services, medical services, and enrichment activities.

PASSED, APPROVED and ADOPTED, this 9th day of September, 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Frederick A. Peralta
Councilmember Andrew Gonzales
Councilmember George "Fritz" Hahn
Councilmember Judith Cantu

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM

Floyd W. Lopez, Town Attorney



September 9, 2014

Title:

The Paseo and Fall Arts Festival

Summary:

The Paseo and Fall Arts Festival, an informational presentation by Matt Thomas and Paul Figueroa.

Background:

Attachments:

[Click to download](#)

No Attachments Available



September 9, 2014

Title:

Financial Update

Summary:

Presentation of the monthly financial report for the period ending July 31, 2014.

Background:

The report is usually presented on the second council meeting of the month. Due to the cancellation of the second meeting in August it is being presented at this meeting in September. We usually have the balancing process complete approximately 2-3 weeks after the close of the previous month. The process takes approximately that amount of time depending on any problems the Accountant may have. Going forward we will keep on schedule with reporting once again on a monthly basis at the second meeting of the month.

Submitted by (Marietta Fambro)

Attachments:

Click to download

📎 [July 2014 Financial Report](#)

JULY 2014 FINANCIAL REPORT

General Fund

Revenues - Gross Receipts Tax - July's tax distribution (May's activity) was down 3.50% over 2013-2014. The most significant categorical decreases were in Retail Trade at \$26,332 (8.88%) and Accommodation & Food Services at \$18,158 (13.73%). The most significant categorical increases were in Unclassified Establishments at \$14,117 and Utilities at \$7,624 (33.72%). A couple of notable revenue sources up for July includes Building Permits at \$12,204 and Pool/Recreation at \$11,196. Along with these two notable increases were also decreases throughout the remainder of the General Fund as shown on the report.

Expenditures - As we start a new fiscal year, actual expenditures for July are reflected on the monthly report for comparisons to last fiscal year. In Executive the elimination of a position; Finance has the vacancy of the Business Manager position; Police the vacancy of a couple officer; and the decrease of the monthly reoccurring cost for Communications JPA - Town Share and for the inmate contract to house prisoners expenditures are reflected in lower amounts this year. The increase in the Fire Department is contributed to \$20,000 for the fireworks display which was paid this July versus August of last year. Other than the items stated above, the remainder of the departments are within their allowed budget considering this is the first reporting period.

Ending Balance - The carryover from fiscal year of \$2,480,356 has allowed us to start with our state mandate of 1/12th reserves along with an additional 54 days of a reserve balance. With this being the first month of reporting we do not have any projections at this time but will continue to review all activity on a monthly bases to see if we anticipate an significant changes to this amount.

Capital Projects

The month of July had no money activity within the capital projects. The only current encumbrance was for a Truck purchase for the Parks Department in the amount of \$23,483. All other purchase order's issued were to pay for last fiscal year's expenditures. The advertisement and bid opening for Camino de Merced was done during July along with the continuation of Town Hall Drive Improvements.

<u>Projects</u>	<u>Budget</u>	<u>Spent YTD</u>	<u>Open PO's</u>	<u>Complete</u>
Facilities Fund 50	602,598	-	23,483	0%
Capital Projects Fund 51	659,405	-	-	0%
Airport Construction Fund 52	24,439,662	-	1,400	0%
Vehicle Replacement Fund 54	64,000	-	-	0%
Affordable Housing Fund 56	8,994	-	-	0%
1999 Gas Tax Acquisition Fund 59	3,506,591	-	-	0%
Utility Construction Fund 81	3,116,677	-	20,377	0%
Totals	32,397,927	-	45,260	0%

Debt Service

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

	<u>Outstanding Principal July 1, 2014</u>	<u>Principal Payments</u>	<u>Interest Payments</u>	<u>Principal & Interest*</u>
Rural Utility Service Revenue Bond	2,186,600	54,000	113,368	26,335
New Mexico Finance Authority Loans - Utility, Streets & Landfill	2,911,058	370,086	53,666	-
New Mexico Finance Authority Loans - Land & Eco Park	1,973,952	238,850	58,920	-
New Mexico Environmental Department Loan - WWTP-6-2031	1,140,000	60,000	-	-
Town Hall Bonds	4,965,000	290,000	204,626	-
TOTALS	13,176,610	1,012,936	430,580	26,335

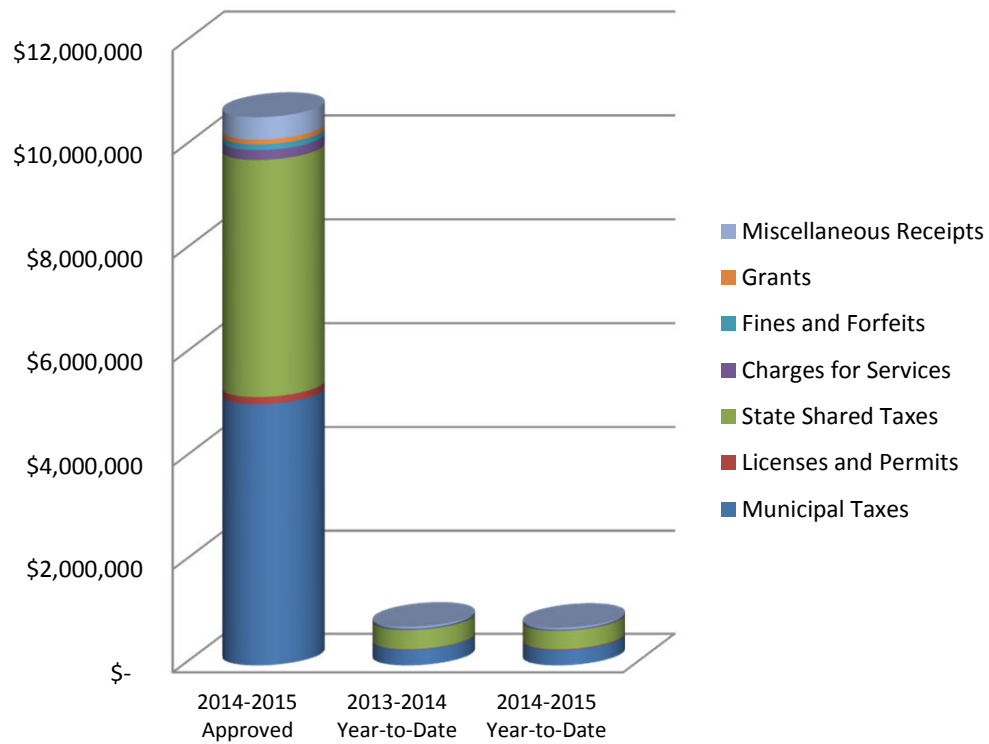
*Principal and/or interest amounts due within the next 30 days

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

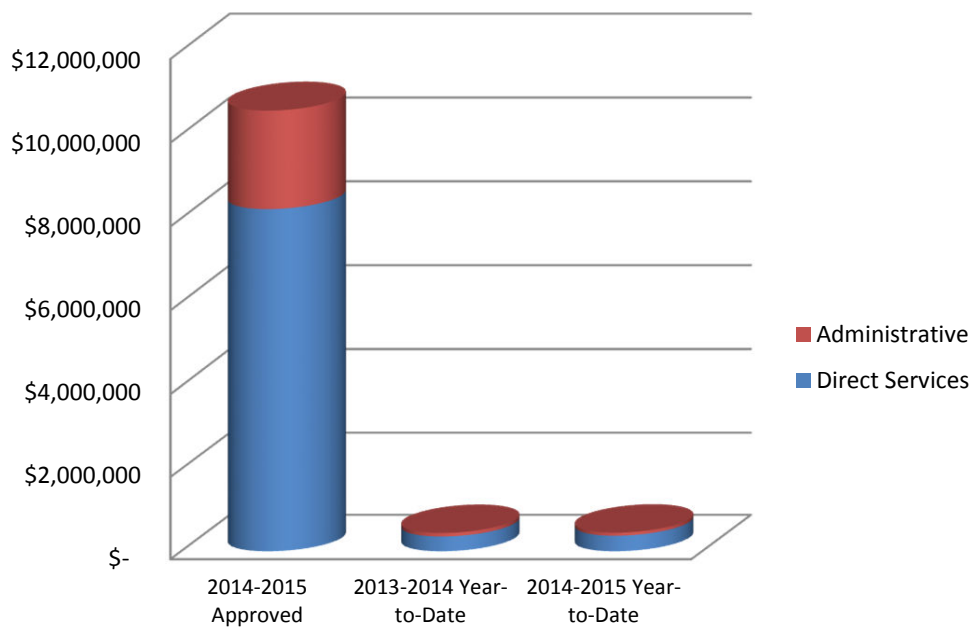
FY 2014-2015 GENERAL FUND OPERATING BUDGET - Revenues-Expenditures YTD through - July 31, 2014

	FY 2014-2015 Approved Budget	FY 2013-2014 Year-to-Date Actuals	FY 2014-2015 Year-to-Date Actuals	FY 2014-2015 Projected Year End
Revenues				
Beginning Balance July 1, 2013	\$ 2,480,356	\$ 1,761,601	\$ 2,480,356	\$ 2,480,356
Revenues				
Property Taxes	1,005,921	-	0	1,005,921
Franchise Taxes	378,101	11,021	12,005	378,101
Gross Receipts Tax (1 ¢)	3,667,732	297,203	286,709	3,667,732
Licenses & Permits				
Business Registrations	45,329	1,035	1,180	45,329
Building Permits	67,877	3,957	12,204	67,877
All Other	26,871	2,676	1,980	26,871
State Shared Taxes				
Auto License Dist 60/40	72,751	5,229	5,521	72,751
State Shared Gross Receipts Tax (1.225 ¢)	4,492,971	364,074	351,219	4,492,971
Charges for Services				
Parking Meter Fees	0	408	0	-
Swimming Pool/Recreation	74,274	1,906	13,102	74,274
Convention Center Revenues	0	-	0	-
Library Fees	0	6,460	135	-
All Other	114,915	14,648	9,666	114,915
Fines & Forfeits				
Court Fines	85,667	9,749	4,766	85,667
Library Fines	25,995	2,290	2,199	25,995
Grants				
State/Federal Grants	90,000	-	0	90,000
Miscellaneous Receipts				
Administration Fees	298,294	25,608	24,839	298,294
All Other	135,808	1,961	2,292	135,808
Total Revenues	\$ 10,582,506	\$ 748,226	\$ 727,816	10,582,506
Transfers: In (Out)				
Community Grants (i.e. Eco Park)	(202,000)	-	-	(202,000)
Severance Pay Fund	(100,000)	-	-	(100,000)
General 1/12th Reserve Fund	(881,246)	-	-	(881,246)
General Additional Reserve Fund	(988,165)	-	-	(988,165)
Capital/Maintenance/Operating One--Time	(316,504)	-	-	(316,504)
Total Net Transfers	\$ (2,487,915)	\$ -	\$ -	(2,487,915)
Expenditures				
Executive	\$ 429,434	\$ 20,910	\$ 17,308	429,434
Judicial	244,523	10,849	10,060	244,523
Finance	813,023	26,575	20,314	813,023
Police	2,663,251	162,704	132,178	2,663,251
Fire	648,602	26,013	47,573	648,602
Streets	854,841	26,668	25,077	854,841
Recreation	519,271	18,200	18,484	519,271
Fleet	228,281	5,649	7,655	228,281
Planning & Zoning	528,071	12,467	17,011	528,071
Library	610,473	25,844	26,165	610,473
Human Resources	248,597	13,498	9,013	248,597
Facilities	1,313,120	53,956	48,672	1,313,120
Town Council	322,251	10,128	28,314	322,251
Airport	151,483	6,883	5,825	151,483
Municipal Elections	-	0	34	-
Pool	394,065	13,716	15,259	394,065
Legal	329,706	11,303	10,688	329,706
Information Technology	275,955	9,866	13,491	275,955
Total Expenditures	\$ 10,574,947	\$ 455,229	\$ 453,121	10,574,947
Ending Balance	\$ -	\$ 2,054,598	\$ 2,755,051	\$ -

Revenues



Expenditures



ALL OTHER FUNDS

FY 2014-2015 OPERATING BUDGET'S - Revenues-Expenditures - YTD through - July 31, 2014

Item	FY 2014-2015 Approved Budget	FY 2013-2014 Year-to-Date Actuals	FY 2014-2015 Year-to-Date Actuals	FY 2014-2015 Projected Year End
Revenues				
Visitors Center	\$ 115,902	\$ 14,509	\$ 14,768	115,902
Public Transportation	583,895	3,129	14	583,895
Historic District	120,000	8,421	14,419	120,000
Communications	702,000	30,991	52,962	702,000
Total-Special Fund Revenues	\$ 1,521,797	\$ 57,050	\$ 82,163	\$ 1,521,797
Expenditures				
Visitors Center	\$ 888,913	\$ 27,364	\$ 23,328	888,913
Public Transportation	816,664	19,273	15,022	816,664
Historic District	153,467	0	3,000	153,467
Communications	719,620	35,062	35,370	719,620
Total Special Fund Expenditures	\$ 2,578,664	\$ 81,699	\$ 76,720	\$ 2,578,664
Enterprise Funds Revenues				
Municipal Tax	475,510	37,150	35,839	475,510
Water-Charges for Service	1,355,491	150,393	117,437	1,355,491
Wastewater-Charges for Service	1,759,558	178,677	162,136	1,759,558
Miscellaneous Receipts	68,582	5,056	5,978	68,582
Solid Waste-Charges for Service	1,315,323	99,533	101,936	1,315,323
Regional Landfill-Charges for Service	1,126,196	81,775	111,021	1,126,196
Total-Enterprise Funds Revenues	\$ 6,100,660	\$ 552,584	\$ 534,346	\$ 6,100,660
Enterprise Funds Expenditures				
Utility Billing	254,931	9,307	8,825	254,931
Water	801,511	26,098	28,814	801,511
Wastewater Collections	431,203	18,897	18,600	431,203
Wastewater Treatment	1,230,530	97	70	1,230,530
Solid Waste Recycling	272,013	6,901	6,427	272,013
Solid Waste Billing	1,076,736	5,379	5,481	1,076,736
Regional Landfill	778,203	17,918	38,245	778,203
Total-Enterprise Funds Expenditures	\$ 4,845,127	\$ 84,597	\$ 106,461	\$ 4,845,127



September 9, 2014

Title:

Annual Operating Budget for FY 2014-2015 - DFA Approved

Summary:

Consideration and possible approval of the Annual Operating Budget for FY 2014-2015 as approved by the Department of Finance and Administration (DFA) in accordance with Section 6-6-5 NMSA 1978.

Background:

This represents the last step in the budget approval process for fiscal year 2014-2015. The documentation attached is a final check and balance by the State of what the Town submitted to the State as the interim budget of June 1, 2014 and the final budget that was approved by the Council on June 24, 2014.

In accordance with Section 6-6-5 NMSA 1978, in addition, section 6-6-6 NMSA 1978 provides that the approved budget will be binding on local officials and governing authorities. Any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for such claims and warrants allowed.

Submitted by: By Marietta Fambro, Finance Director

Attachments:

Click to download

- ❏ [DFA Approval Letter](#)
- ❏ [Town of Taos Form of Budget Recap FY 2014-2015](#)

SUSANA MARTINEZ
GOVERNOR



WAYNE SOWELL
DIRECTOR

THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY

JESSICA LUCERO
ASSISTANT DIRECTOR

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501
PHONE (505) 827-8051 ♦ FAX (505) 827-4948**

August 17, 2014

The Honorable Daniel R. Barrone
Mayor, Town of Taos
400 Camino de la Placita
Taos, NM 87571

Dear Mayor Barrone:

The final budget of your local government entity for Fiscal Year 2014-15, as approved by your governing body, has been examined and reviewed. We find it has been developed in accordance with applicable statutes and budgeting guidelines. Sufficient resources appear to be available to cover budgeted expenditures.

In accordance with Section 6-6-2-(E) NMSA 1978, the Local Government Division (Division) certifies your final FY 201-15 budget. *The Budget Certification Rule*, 2.2.3 NMAC, requires that your most recent audit that should have been submitted to the Office of the State Auditor as of this time is for FY 2012-2013. Our information indicates that you are in compliance with this requirement.

Budgets approved by the Division are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget will be binding on local officials and governing authorities. Any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for such claims and warrants allowed.

Furthermore, state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is further governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the Anti-donation clause.

Finally, please be advised that approval by the Division is required by Section 6-6-2 (G) (H) NMSA 1978, of all transfers between funds and all budget increases.

If you have any questions, please call me at (505) 827-4964.

Sincerely,

A handwritten signature in cursive script, reading "Susan M. Rodriguez".

Susan M. Rodriguez
Budget and Finance Analyst

FUND TITLE	DEPARTMENT OF FINANCE AND ADMINISTRATION FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @ JULY 1	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
GENERAL FUND - Operating (GF)	101	\$1,098,661.51	\$1,381,694	(802,494)	10,574,947	\$1,869,410	881,246	\$988,165
CORRECTION	201	\$87,033.53	\$0	0	99,700	\$68,524		\$68,524
ENVIRONMENTAL GRT	202	\$0	\$0	0	0	\$0		\$0
EMS	206	\$0	\$0	0	0	\$0		\$0
ENHANCED 911	207	\$0	\$0	0	0	\$0		\$0
FIRE PROTECTION FUND	209	\$17,413.14	\$263,258	0	506,514	(\$0)		(\$0)
LEPF	211	\$7,877.20	\$0	0	40,477	\$0		\$0
LODGERS' TAX	214	\$284,910.54	\$0	(187,598)	907,283	\$293,291		\$293,291
MUNICIPAL STREET	216	\$0.00	\$0	(1,065,523)	0	\$0		\$0
RECREATION	217	\$5,414.26	\$7,000	0	9,445	\$8,003		\$8,003
INTERGOVERNMENTAL GRANTS	218	\$0	\$0	0	0	\$0		\$0
SENIOR CITIZEN	219	\$0	\$0	0	0	\$0		\$0
DWI PROGRAM	223	\$0	\$0	0	0	\$0		\$0
OTHER	299	\$305,365.96	\$0	187,598	1,689,751	\$209,108		\$209,108
CAPITAL PROJECT FUNDS	300	\$1,967,069.12	\$903,615	794,973	30,328,607	\$703,223		\$703,223
GO. O. BONDS	401	\$0	\$0	0	0	\$0		\$0
REVENUE BONDS	402	\$245,647.18	\$0	0	679,935	\$245,590		\$245,590
DEBT SERVICE OTHER	403	\$355,717.95	\$0	759,212	761,016	\$353,913		\$353,913
ENTERPRISE FUNDS	500							
Water/Wastewater Fund		\$1,435,352.60	\$8,884	(2,119,241)	2,718,174	\$266,262		\$266,262
Solid Waste		\$2,301,739.99	\$324,500	(121,195)	2,898,951	\$2,047,613		\$2,047,613
Waste Water		\$0	\$0	0	0	\$0		\$0
Airport		\$0	\$0	0	0	\$0		\$0
Ambulance		\$0	\$0	0	0	\$0		\$0
Cemetery		\$0	\$0	0	0	\$0		\$0
Housing		\$0	\$0	0	0	\$0		\$0
Parking		\$0	\$0	0	0	\$0		\$0
Water Rights/Utility Improvements Funds		\$2,260,400.20	\$1,309,416	1,416,914	3,392,883	\$1,629,814		\$1,629,814
ARRA Loan DS Reserve Fund 620		\$10,000	\$0	10,000	0	\$20,000		\$20,000
Water & Sewer Asset Management Fund		\$721,500	\$0	300,000	0	\$1,021,500		\$1,021,500
ARRA Equipment Replacement Fund 631		\$47,419	\$0	47,419	0	\$94,838		\$94,838
INTERNAL SERVICE FUNDS	600	\$0	\$0	0	0	\$0		\$0
TRUST AND AGENCY FUNDS	700	\$9,743.17	\$62,000	100,000	186,495	\$0		\$0
Grand Total		\$11,161,265	\$4,260,368	(\$0)	\$54,794,237	\$8,831,088	\$881,246	\$7,949,843

Received
DFA-Local Govt. Div.

2014 AUG -4 PM 2:40

DATAAN BLDG., ROOM 20
SANTA FE, NM 87501



RESOLUTION 14-32

A RESOLUTION OF THE TOWN COUNCIL ESTABLISHING AND APPROVING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2014-2015 FOR THE TOWN OF TAOS

WHEREAS, the Governing Body in and for the Town of Taos, State of New Mexico has developed a budget for fiscal year 2014-2015; and

WHEREAS, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and appropriate Department Heads; and

WHEREAS, the official meetings for the review of said documents were duly advertised in compliance with the State Open Meetings Act; and


WHEREAS, it is the majority opinion of this Council, the proposed Budget meets the requirements as currently determined for Fiscal Year 2014-2015

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Town of Taos, State of New Mexico, hereby adopts the Budget as (Attachment A) and herein above described, and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.


PASSES APPROVED AND ADOPTED this 24th day of June 2014 by the following vote:

Mayor Pro-Tem Frederick A. Peralta	<u>yes</u>
Councilmember Judith Y. Cantu	<u>yes</u>
Councilmember Andrew T. Gonzales	<u>yes</u>
Councilmember George "Fritz" Hahn	<u>yes</u>

TOWN OF TAOS


Daniel R. Barrone, Mayor

ATTEST:


Renee Lucera, Town Clerk

APPROVED AS TO FORM:


Jacob Caldwell, Town Attorney

APPROVED PURSUANT TO
SECTION 6-6-2 NMSA 1978
LOCAL GOVERNMENT DIVISION

DATE 8/17/19

BY 
DEPARTMENT OF FINANCE AND ADMINISTRATION

Town of Taos, New Mexico
Town of Taos
Municipal Budget Fiscal Year 2014-2015 (FYE 2015)

30-Jul-14
10:07 AM

Operational Property Tax:	<u>2013 Final Value</u>	<u>Operating Tax Rate</u>	<u>Revenue Production</u>	<u>Number of Employees:</u>	
Residential	152,298,600	2.587	393,996	Full Time	175
Non-residential	156,063,365	3.921	611,924	Part Time/Temp	20
			1,005,921		195

Fund No.	Fund	Unaudited Beginning Balance Cash + Investments	Estimated Revenues	Interfund Cash Transfers	Budgeted Expenditures	Estimated Ending Balance Cash + Investments
General Funds:						
11	General Fund	2,480,356	6,089,535	2,005,056	10,574,947	0
101	General 1/12 Reserve Requirement Fund	0	0	881,246	0	881,246
102	General Additional Reserve Fund	0	0	988,165	0	988,165
12	General State Shared Gross Receipts Tax Income Fund	0	4,492,971	(4,492,971)	0	0
13	General State Shared Gasoline Tax Income Fund	0	183,990	(183,990)	0	0
		2,480,356	10,766,496	(802,494)	10,574,947	1,869,410
Special Revenue Funds:						
21	Fire Protection Fund	280,672	225,842	0	506,514	0
22	Recreation Fund	12,414	5,033	0	9,445	8,003
23	Lodger's Tax Fund	142,887	987,360	(937,992)	18,370	173,885
24	Lodger's Tax Promotional Fund	142,024	115,902	750,394	888,913	119,406
25	Local Government Correction Fund	87,034	81,190	0	99,700	68,524
26	Law Enforcement Protection Fund	7,877	32,600	0	40,477	0
27	Civic Center Fund	0	0	0	0	0
28	Domestic Violence Shelter Fund	1	150,000	0	150,000	1
29	Public Transportation Fund	93,730	583,895	187,598	816,664	48,560
30	Community Grants	109,958	273,662	202,000	580,853	4,767
31	Municipal Road Gasoline Tax Fund	0	114,117	(114,117)	0	0
32	1/4 ¢ GRT Capital Improvements Fund	0	951,406	(951,406)	0	0
34	Communications Fund	155,423	702,000	0	719,620	137,803
33	Historic Improvement District Fund	47,713	120,000	0	153,467	14,246
35	Confidential Informant Fund	8,500	0	0	0	8,500
		1,088,233	4,343,007	(863,523)	3,984,023	583,694
Debt Service Funds						
40	2009 NMFA PPRF Disadvantaged Program (Eco Park)	2	0	180,757	180,756	3
41	2008 Shared Gross Receipts RB Retirement (Town Hall)	1	0	494,625	494,625	1
42	2011 NMFA PPRF Disadvantaged Program (Streets-New)	1,805	0	165,913	167,718	0
43	Camino Real Building Payment	0	0	18,000	18,000	0
45	2011 NMFA PPRF Disadvantaged Program Reserve	170,922	0	0	0	170,922
46	1999 Gasoline Tax Revenue Bond Reserve Fund	0	0	0	0	0
47	2007 NMFA PPRF Disadvantaged Program (Land)	0	0	113,749	113,749	0
		172,730	0	973,044	974,848	170,926
Capital Project Funds						
50	Facilities Improvements Fund	219,521	50,000	338,000	602,598	4,923
51	Capital Projects Fund	448,567	825,666	(606,725)	659,405	8,104
52	Airport Construction Fund	491,455	23,683,351	413,000	24,439,662	148,144
53	Capital/Maintenance/Operating Fund	0	0	316,504	316,504	0
54	Vehicle Replacement Fund	84,808	0	0	64,000	20,808
56	1994 GRT Revenue Bond Acquisition Fund	462,237	52,000	0	8,994	505,243
57	2009 NMFA PPRF (Eco Park) DS Reserve	182,989	0	0	0	182,989
59	1999 Gasoline Tax Acquisition Fund	1,054,135	2,331,494	132,194	3,506,591	11,232
		2,943,713	26,942,511	592,973	29,597,754	881,443
Enterprise Funds						
61	Water & Sewer Income Fund	1,071,345	3,659,441	(4,611,868)	0	118,918
162	ARRA Loan Debt Service Reserve Fund	10,000	0	10,000	0	20,000
163	ARRA Equipment Replacement Fund	47,419	0	47,419	0	94,838
164	Water & Sewer Asset Management Fund	721,500	0	300,000	0	1,021,500
62	Water Enterprise Fund	329,639	0	838,500	1,056,442	111,697
63	Wastewater Enterprise Fund	43,253	0	1,654,127	1,661,733	35,647
64	Water Rights Fund	1,503,229	35,966	(165,574)	276,206	1,097,415
65	Solid Waste Fund	801,466	1,315,323	0	1,348,749	768,040
67	Water Trust Board/NMEID Loans/Reserve	1	0	108,114	108,114	1
68	2001A Water & Sewer RB Retirement Fund (NMFA)	0	0	69,484	69,484	0
69	2001A Water & Sewer Revenue Bond Reserve Fund	74,062	0	0	0	74,062
70	2004 Taos Regional Landfill RB Retirement Fund	0	0	0	0	0
71	2000A Water & Sewer Revenue Bond Fund	0	0	14,750	14,750	0
72	2000A Water & Sewer Revenue Bond Reserve Fund	17,910	0	0	0	17,910
73	1993-A Water & Sewer Revenue Bond Fund	57	0	40,189	40,246	0
74	1993-B Water & Sewer Revenue Bond Fund	0	0	8,115	8,115	0
75	1993-A Water & Sewer Revenue Bond Reserve Fund	40,462	0	0	0	40,462
76	1993-B Water & Sewer Revenue Bond Reserve Fund	7,867	0	0	0	7,867
77	1995-A Water & Sewer Revenue Bond Retirement Fund	0	0	78,018	78,019	0
78	1995-A Water & Sewer Revenue Bond Reserve Fund	77,943	0	0	0	77,943
79	1998-A Water & Sewer Revenue Bond Retirement Fund	0	0	26,238	26,238	1
80	1998-A Water & Sewer Revenue Bond Reserve Fund	27,345	0	0	0	27,345
81	Utility Improvements Fund	2,066,588	0	1,582,488	3,116,677	532,398
82	Taos Regional Landfill Fund-IGC	64,348	1,126,196	(306,195)	778,203	106,146
83	2008A Taos Regional Landfill DS Reserve Fund	102,892	0	0	0	102,892
84	Taos Regional Landfill Closure Fund	885,239	0	65,000	0	950,239
85	2004-Taos Regional Landfill Acquisition Fund	15,295	0	757,000	772,000	295
86	2004-Taos Regional Landfill Reserve Fund	0	0	0	0	0
87	Taos Regional Landfill Cell Replacement Fund	757,000	0	(637,000)	0	120,000
88	NMFA PPRF Disadvantaged Prog Taos Regional Landfill	1	0	121,195	121,195	1
		8,664,860	6,136,926	0	9,476,169	5,325,617
Agency Funds						
89	Deposit/Refunds	68,342	0	0	68,342	0
90	Severance Pay Trust Fund	338	0	100,000	100,338	0
91	Meter Fund	0	0	0	0	0
93	Crime Lab Fund	383	14,752	0	15,135	0
97	Civic Center Security Deposit Fund	2,680	0	0	2,680	0
		71,743	14,752	100,000	186,495	0
Grand Total		15,421,635	48,203,692	0	54,794,237	8,831,090



September 9, 2014

Title:

Resolution 14-39 Budget Adjustment Request

Summary:

Consideration and possible approval of Resolution 14-39 Budget Adjustment Request to 1999 Gas Tax Acquisition Fund - Transfer \$10,000 from the Street Repair/Maintenance project to Camino de la Merced Improvements (Town Match) to cover the award for construction costs and adjust the Utility Construction Fund - Increase \$26,000 to Camino de la Merced Water/Sewer portion of the project, amount coming from the unreserved fund balance.

Background:

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

This adjustment is needed to award the negotiated bid amount to the contractor for Camino de la Merced Improvements. The adjustment is for both roadway and water/sewer portion of the project, total amount adjustment is \$36,000.

Submitted by Marietta Fambro, Finance Director

Attachments:

Click to download

📎 [Resolution No. 14-39](#)



**TOWN OF TAOS, NEW MEXICO
RESOLUTION 14-39**

WHEREAS the Town of Taos has adopted its operating budget for the fiscal year ending June 30, 2015, and

WHEREAS the governing body of the Town of Taos, meeting in Regular Session this 9th day of September, 2014 wishes to amend its operating budget for the fiscal year ending June 30, 2015.

NOW, THEREFORE be it resolved that the governing body of the Town of Taos, meeting in Regular Session this 9th day of September, 2014, adopts this budget adjustment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration to effect this budget adjustment.

1999 Gas Tax Acquisition Fund (59)

Expenditures and other Financing Uses:

Street Repair/Maintenance – Capital Outlay (59-37)	(\$10,000)
Camino de la Merced – Town Match (59-56)	\$10,000

(To adjust the 1999 Gas Tax Acquisition Fund, this budget adjustment will increase the Town's Match for the Roadway portion of Camino de la Merced construction costs.)

Utility Construction Fund (81)

Revenues and Other Sources:

Unreserved Fund Balance	\$26,000
-------------------------	----------

Expenditures and other Financing Uses:

Camino de la Merced Water/Sewer (81-15)	\$26,000
---	----------

(To adjust the Utility Construction Fund, this budget adjustment will increase the Water/Sewer portion of Camino de la Merced construction costs.)

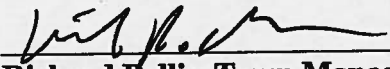
PASSED, APPROVED, AND ADOPTED THIS 9th DAY OF SEPTEMBER 2014.

Mayor Pro-Tem Frederick A. Peralta
Councilmember Judith Y. Cantu
Councilmember Andrew T. Gonzales
Councilmember George "Fritz" Hahn

TOWN OF TAOS

ADMINISTRATIVE APPROVAL:

Daniel R. Barrone, Mayor



Richard Bellis, Town Manager

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:

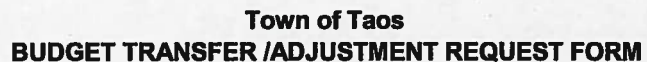


Floyd Lopez, Town Attorney

APPROVED:

Department of Finance and Administration

Date: _____



Department Name:	Public Works
Date Prepared:	8/18/2014

☐ Disapproved ☒ Approved

☐ Disapproved ☐ Approved☐ Disapproved ☒ Approved

DEPARTMENT HEAD SIGNATURE

DATE

TOWN MANAGER SIGNATURE

DATE 12/1/81

FINANCE DIRECTOR SIGNATURE

DATE _____

ACCOUNTANT SIGNATURE

DATE _____

BATCH #

Council Approval Required.

<input checked="checked" type="checkbox"/> Yes	Resolution # 14-39
<input type="checkbox"/> No	Date Approved 9/9/14

Camino de la Merced

BUDGET LINE ITEMS	PROJECT	ORIGINAL BUDGET	SPENT TO DATE THIS FY	YTD ENCUMBERED	UNENCUMBERED BALANCE
59-56-45003	Camino de la Merced - Town Match	\$ 96,426.00	\$ -	\$ -	\$ 96,426.00
59-76-45003	Camino de la Merced - Grant	\$ 176,090.00	\$ -	\$ -	\$ 176,090.00
81-15-45003	Camino de la Merced - Water/Sewer	\$ 393,571.00	\$ -	\$ 40,646.04	\$ 352,924.96
Soudier Miller					
Total Available					\$ 625,440.96

	Bid Amount	Revisions Below	New Amount	Tax	Total Available	Difference
Road Improvements	\$ 310,990.50	\$ (52,512.00)	\$ 258,478.50	\$ 279,641.43	\$ 272,516.00	\$ (7,125.43)
Water/Sewer	\$ 319,920.85	\$ 29,912.00	\$ 349,832.85	\$ 378,475.41	\$ 352,924.96	\$ (25,550.45)
Total	\$ 630,911.35	\$ (22,600.00)	\$ 608,311.35	\$ 658,116.84	\$ 625,440.96	\$ (32,675.88)
NMGRT @ 8.1875% - Base Bid	\$ 51,655.87		\$ 53,883.32			
	\$ -		\$ -			
TOTAL CONSTRUCTION AMOUNT	\$ 682,567.22		\$ 658,116.84			
Total Available	\$ 625,440.96		\$ 625,440.96			
Total Costs	\$ 682,567.22		\$ 658,116.84			
Balance	\$ (57,126.26)		\$ (32,675.88)			

Split costs

Item	Total Cost	Road Improvements	Water/Sewer
621000 Mobilization	\$ 35,000.00	\$ 15,400.00	\$ 19,600.00
801000 Construction Staking	\$ 9,200.00	\$ 4,048.00	\$ 5,152.00
Traffic Control	\$ 11,000.00	\$ 4,840.00	\$ 6,160.00
Total	\$ 55,200.00	\$ 24,288.00	\$ 30,912.00

Road Improvements

	Cost	Reduce/ Eliminate	Budget Adjustment	Balance
59-56-45003 Camino de la Merced - Town Match				\$ 96,426.00
59-76-45003 Camino de la Merced - Grant				\$ 176,090.00
Road Improvements	\$ 310,990.50			\$ (38,474.50)
GRT @ 8.1875%	\$ 25,462.35			\$ (63,936.85)
621000 Mobilization		\$ (19,600.00)		\$ (44,336.85)
801000 Construction Staking		\$ (5,152.00)		\$ (39,184.85)
Traffic Control		\$ (6,160.00)		\$ (33,024.85)
Eliminate - (53) SWPPP Management		\$ (5,000.00)		\$ (28,024.85)
Reduce - (54) Sampling and Testing		\$ (6,000.00)		\$ (22,024.85)
Eliminate - (71) Striping		\$ (10,500.00)		\$ (11,524.85)
Eliminate - (73) Seeding		\$ (100.00)		\$ (11,424.85)
Total Reductions and Eliminations		\$ (52,512.00)		
GRT @ 8.1875%		\$ (4,299.42)		\$ (7,125.43)
BAR - 59-37 Street Repair Unencumbered Balance			\$ 7,125.43	\$ -
Balance				\$ -

Water/Sewer

	Cost	Reduce/ Eliminate	Budget Adjustment	Balance
81-15-45003 Camino de la Merced - Water/Sewer				\$ 352,924.96
Water/Sewer	\$ 319,920.85			\$ 33,004.11
621000 Mobilization	\$ 19,600.00			\$ 13,404.11
801000 Construction Staking	\$ 5,152.00			\$ 8,252.11
Traffic Control	\$ 6,160.00			\$ 2,092.11
GRT @ 8.1875%	\$ 28,724.44			\$ (26,632.33)
Reduce (27) Materials Testing		\$ (1,000.00)		\$ (25,632.33)
Total Additions, Reductions and Eliminations	\$ 30,912.00	\$ (1,000.00)		
GRT @ 8.1875%		\$ (81.88)		\$ (25,550.45)
BAR - Water Unreserved Cash Balance			\$ 25,550.45	\$ -
Balance				\$ -

FOR THE MONTH ENDING: SEPTEMBER 30TH, 2014

59 -99 GAS TAX CONSTRUCTION

EXPENSES

56-CAMINO DE MERCED-TM

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>CAPITAL OUTLAY</u>							
56-45003 UTILITY PLANT IN SERVICE	<u>96,426.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>96,426.00</u>	<u>0.00</u>	<u>96,426.00</u>
CATEGORY TOTAL	<u>96,426.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>96,426.00</u>	<u>0.00</u>	<u>96,426.00</u>
DEPARTMENT TOTALS	96,426.00	0.00	0.00	0.00	96,426.00	0.00	96,426.00

FOR THE MONTH ENDING: AUGUST 31ST, 2014

59 -99 GAS TAX CONSTRUCTION
EXPENSES
76-CAMINO DE MERCED-GR

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>CAPITAL OUTLAY</u>							
76-45003 UTILITY PLANT IN SERVICE	<u>176,090.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>176,090.00</u>	<u>0.00</u>	<u>176,090.00</u>
CATEGORY TOTAL	<u>176,090.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>176,090.00</u>	<u>0.00</u>	<u>176,090.00</u>
DEPARTMENT TOTALS	176,090.00	0.00	0.00	0.00	176,090.00	0.00	176,090.00

FOR THE MONTH ENDING: SEPTEMBER 30TH, 2014

81 -UTILITY IMPROVEMENTS FUND

EXPENSES

15-CAMINO DE MERCED-WA/S

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>CAPITAL OUTLAY</u>							
15-45003 UTILITY PLANT IN SERVICE	<u>393,571.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>393,571.00</u>	<u>0.00</u>	<u>393,571.00</u>
CATEGORY TOTAL	<u>393,571.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>393,571.00</u>	<u>0.00</u>	<u>393,571.00</u>
DEPARTMENT TOTALS	393,571.00	0.00	0.00	0.00	393,571.00	0.00	393,571.00

T O W N O F T A O S
 FINANCIAL STATEMENT
 FOR THE MONTH ENDING: AUGUST 31ST, 2014

59 -99 GAS TAX CONSTRUCTION
 EXPENSES

37-STREET REPAIR/MAINTEN

ACCOUNT	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	PERC. BUDGET	BUDGET BALANCE	Y-T-D ENCUMBERED	ENCUMBERED BALANCE
<u>OPERATING EXPENSES</u>							
<u>CAPITAL OUTLAY</u>							
37-45003 UTILITY PLANT IN SERVICE	83,374.00	0.00	0.00	0.00	83,374.00	0.00	83,374.00
CATEGORY TOTAL	83,374.00	0.00	0.00	0.00	83,374.00	0.00	83,374.00
DEPARTMENT TOTALS	83,374.00	0.00	0.00	0.00	83,374.00	0.00	83,374.00

Town of Taos, New Mexico
Town of Taos
Municipal Budget Fiscal Year 2014-2015 (FYE 2015)

30-Jul-14

10:07 AM

Operational Property Tax:	2013 Final Value	Operating Tax Rate	Revenue Production	Number of Employees:	
Residential	152,298,800	2.587	393,998	Full Time	175
Non-residential	158,063,365	3.921	811,924	Part Time/Temp	20
			1,005,921		195

Fund No.	Fund	Unaudited Beginning Balance Cash + Investments	Estimated Revenues	Interfund Cash Transfers	Budgeted Expenditures	Estimated Ending Balance Cash + Investments
General Funds:						
11	General Fund	2,480,358	8,089,535	2,005,056	10,574,947	0
101	General 1/12 Reserve Requirement Fund	0	0	881,248	0	881,248
102	General Additional Reserve Fund	0	0	988,165	0	988,165
12	General State Shared Gross Receipts Tax Income Fund	0	4,492,971	(4,492,971)	0	0
13	General State Shared Gasoline Tax Income Fund	0	183,990	(183,990)	0	0
		2,480,358	10,766,496	(802,494)	10,574,947	1,889,410
Special Revenue Funds:						
21	Fire Protection Fund	280,872	225,842	0	508,514	0
22	Recreation Fund	12,414	5,033	0	9,445	8,003
23	Lodger's Tax Fund	142,887	987,380	(937,992)	18,370	173,885
24	Lodger's Tax Promotional Fund	142,024	115,902	750,394	888,913	119,406
25	Local Government Correction Fund	87,034	81,190	0	99,700	68,524
26	Law Enforcement Protection Fund	7,877	32,600	0	40,477	0
27	Civic Center Fund	0	0	0	0	0
28	Domestic Violence Shelter Fund	1	150,000	0	150,000	1
29	Public Transportation Fund	93,730	583,895	187,598	818,884	48,580
30	Community Grants	109,958	273,862	202,000	580,853	4,787
31	Municipal Road Gasoline Tax Fund	0	114,117	(114,117)	0	0
32	1/4 % GRT Capital Improvements Fund	0	951,408	(951,408)	0	0
34	Communications Fund	155,423	702,000	0	719,620	137,803
33	Historic Improvement District Fund	47,713	120,000	0	153,487	14,248
35	Confidential Informant Fund	8,500	0	0	0	8,500
		1,088,233	4,343,007	(883,523)	3,984,023	583,694
Debt Service Funds						
40	2009 NMFA PPRF Disadvantaged Program (Eco Park)	2	0	180,757	180,756	3
41	2008 Shared Gross Receipts RB Retirement (Town Hall)	1	0	494,825	494,825	1
42	2011 NMFA PPRF Disadvantaged Program (Streets-New)	1,805	0	185,913	187,716	0
43	Camino Real Building Payment	0	0	18,000	18,000	0
45	2011 NMFA PPRF Disadvantaged Program Reserve	170,922	0	0	0	170,922
46	1999 Gasoline Tax Revenue Bond Reserve Fund	0	0	0	0	0
47	2007 NMFA PPRF Disadvantaged Program (Land)	0	0	113,749	113,749	0
		172,730	0	973,044	974,848	170,926
Capital Project Funds						
50	Facilities Improvements Fund	219,521	50,000	338,000	802,596	4,923
51	Capital Projects Fund	448,567	825,666	(808,725)	859,405	8,104
52	Airport Construction Fund	491,455	23,883,351	413,000	24,439,882	148,144
53	Capital/Maintenance/Operating Fund	0	0	318,504	318,504	0
54	Vehicle Replacement Fund	84,808	0	0	84,000	20,808
56	1994 GRT Revenue Bond Acquisition Fund	482,237	52,000	0	8,994	505,243
57	2009 NMFA PPRF (Eco Park) DS Reserve	182,989	0	0	0	182,989
59	1999 Gasoline Tax Acquisition Fund	1,054,135	2,331,494	132,194	3,506,591	11,232
		2,943,713	28,942,611	592,973	29,597,754	881,443
Enterprise Funds						
61	Water & Sewer Income Fund	1,071,345	3,859,441	(4,811,888)	0	118,918
182	ARRA Loan Debt Service Reserve Fund	10,000	0	10,000	0	20,000
163	ARRA Equipment Replacement Fund	47,419	0	47,419	0	94,838
164	Water & Sewer Asset Management Fund	721,500	0	300,000	0	1,021,500
82	Water Enterprise Fund	329,839	0	838,500	1,056,442	111,897
83	Wastewater Enterprise Fund	43,253	0	1,854,127	1,681,733	35,647
64	Water Rights Fund	1,503,229	35,968	(185,574)	278,206	1,097,415
65	Solid Waste Fund	801,466	1,315,323	0	1,348,749	788,040
67	Water Trust Board/NMFD Loans/Reserve	1	0	108,114	108,114	1
88	2001A Water & Sewer RB Retirement Fund (NMFA)	0	0	89,484	89,484	0
89	2001A Water & Sewer Revenue Bond Reserve Fund	74,082	0	0	0	74,082
70	2004 Taos Regional Landfill RB Retirement Fund	0	0	0	0	0
71	2000A Water & Sewer Revenue Bond Fund	0	0	14,750	14,750	0
72	2000A Water & Sewer Revenue Bond Reserve Fund	17,910	0	0	0	17,910
73	1993-A Water & Sewer Revenue Bond Fund	57	0	40,189	40,248	0
74	1993-B Water & Sewer Revenue Bond Fund	0	0	8,115	8,115	0
75	1993-A Water & Sewer Revenue Bond Reserve Fund	40,482	0	0	0	40,482
76	1993-B Water & Sewer Revenue Bond Reserve Fund	7,867	0	0	0	7,867
77	1995-A Water & Sewer Revenue Bond Retirement Fund	0	0	78,018	78,019	0
78	1995-A Water & Sewer Revenue Bond Reserve Fund	77,943	0	0	0	77,943
79	1998-A Water & Sewer Revenue Bond Retirement Fund	0	0	28,238	28,238	1
80	1998-A Water & Sewer Revenue Bond Reserve Fund	27,345	0	0	0	27,345
81	Utility Improvements Fund	2,066,588	0	1,582,488	3,116,677	532,398
82	Taos Regional Landfill Fund-IGC	64,348	1,126,198	(308,195)	778,203	108,146
83	2008A Taos Regional Landfill DS Reserve Fund	102,892	0	0	0	102,892
84	Taos Regional Landfill Closure Fund	885,239	0	85,000	0	950,239
85	2004-Taos Regional Landfill Acquisition Fund	15,295	0	757,000	772,000	295
86	2004-Taos Regional Landfill Reserve Fund	0	0	0	0	0
87	Taos Regional Landfill Cell Replacement Fund	757,000	0	(637,000)	0	120,000
88	NMFA PPRF Disadvantaged Prog Taos Regional Landfill	1	0	121,195	121,195	1
		8,864,860	8,136,928	0	9,476,189	6,326,617
Agency Funds						
89	Deposit/Refunds	68,342	0	0	68,342	0
90	Severance Pay Trust Fund	338	0	100,000	100,336	0
91	Meter Fund	0	0	0	0	0
93	Crime Lab Fund	383	14,752	0	15,135	0
97	Civic Center Security Deposit Fund	2,680	0	0	2,680	0
		71,743	14,752	100,000	186,496	0
Grand Total						
		15,421,635	95,203,992	0	54,794,237	8,831,090



September 9, 2014

Title:

Resolution 14-43 Federal Aviation Administration Grant

Summary:

Consideration and possible approval of Resolution 14-43 to apply for and accept a grant for federal assistance from the Federal Aviation Administration in the amount of \$5,476,691 for the first phase of construction of Runway 12/30 at Taos Regional Airport. The Town and State match amounts for this project will be \$304,261 each, for a total project cost of \$6,085,213.

Background:

Attachments:

Click to download

- 📎 [Federal Aviation Administration Grant Application](#)
- 📎 [Resolution 14-43](#)

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Town of Taos, New Mexico

*b. Employer/Taxpayer Identification Number (EIN/TIN):
85-6000178

*c. Organizational DUNS:
122866882

d. Address:

*Street 1: 400 Camino de la Placita
Street 2: _____
*City: Taos
County: Taos
*State: New Mexico
Province: _____
*Country: USA
*Zip / Postal Code 87571

e. Organizational Unit:

Department Name:
Airport

Division Name:
Public Works

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Daniel
Middle Name: R.
*Last Name: Barrone
Suffix: _____

Title: Mayor

Organizational Affiliation:
Airport

*Telephone Number: 575-751-2006

Fax Number: 575-751-2026

*Email: DBarrone@taosgov.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

FAA- Fort Worth ADO

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Town of Taos, Taos County, State of New Mexico

***15. Descriptive Title of Applicant's Project:**

SCHEDULE I

RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD

SCHEDULE II

CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND HOLDING BAYS, GRADING & DRAINAGE

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: II

*b. Program/Project: II

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: September 22, 2014

*b. End Date: May, 2014

18. Estimated Funding (\$):

*a. Federal	\$5,476,691.00
*b. Applicant	\$304,261.00
*c. State	\$304,261.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$6,085,213.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Daniel

Middle Name: R.

*Last Name: Barrone

Suffix: _____

*Title: Mayor

*Telephone Number: 575-751-2006

Fax Number: 575-751-2026

* Email: DBarrone@taosgov.com

*Signature of Authorized Representative:

*Date Signed: 09/09/2014

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

N/A

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date. 	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
		11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify) 	12.	Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
		13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
		14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.		
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. <ul style="list-style-type: none"> • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.		
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.		
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.		
8.	Applicant Information: Enter the following in accordance with agency instructions: <ul style="list-style-type: none"> a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the 	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
		18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State 20. Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.		
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 50%;"> A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority </td> <td style="vertical-align: top; width: 50%;"> M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify) </td> </tr> </table>		A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)				

PART II

PROJECT APPROVAL INFORMATION

SECTION A

<p>Item 1.</p> <p>Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body</p> <p>Priority</p>
<p>Item 2.</p> <p>Does this assistance request require State, local advisory, educational or health clearances?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board (Attach Documentation)</p>
<p>Item 3.</p> <p>Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4.</p> <p>Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency</p> <p>Date / /</p>
<p>Item 5.</p> <p>Is the proposed project covered by an approved comprehensive plan?</p> <p style="text-align: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check One: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/></p> <p>Location of plan CITY HALL</p>
<p>Item 6.</p> <p>Will the assistance requested serve a Federal installation?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation</p> <p>Federal Population benefiting from Project</p>
<p>Item 7.</p> <p>Will the assistance requested be on Federal land or installation?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation</p> <p>Location of Federal Land</p> <p>Percent of Project</p>
<p>Item 8.</p> <p>Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>See instructions for additional information to be provided.</p>
<p>Item 9.</p> <p>Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of:</p> <p>Individuals</p> <p>Families</p> <p>Businesses</p> <p>Farms</p>
<p>Item 10.</p> <p>Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>See instructions for additional information to be provided.</p>

INSTRUCTIONS

PART II SECTION A

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1. – Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2. – Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3. – Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4. – Furnish the name of the approving agency and the approval date.

Item 5. – Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6. – Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7. – Show the percentage of the project work that will be conducted on federally owned or leased land. Give the name of the Federal installation and its location.

Item 8. – Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9. – State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10. – Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence Ave, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Town has land use zoning.

2. Defaults. – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities. – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans. – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. ALP is on file with FAA.

5. Consideration of Local Interest. – It has given fair consideration to the interest of communities in or near where the project may be located. Not Applicable

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed. Town will notify users of projet

7. Public Hearings. – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. Not Applicable

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. Not Applicable

PART II – SECTION C (CONTINUED)

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":
Exhibit A attached

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":
Not Applicable

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":
Not Applicable

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No. 20-106
2. Functional or Other Breakout N/A

SECTION B - CALCULATION OF FEDERAL GRANT

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 2,705.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			58,800.00
5. Other architectural engineering fees-QA Testing			60,773.00
6. Project inspection fees			518,245.00
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			5,443,290.00
12. Equipment			
13. Miscellaneous -IFE			1,400.00
14. Total (Lines 1 through 13)			6,085,213.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			6,085,213.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			6,085,213.00
20. Federal Share requested of Line 19			
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			5,476,691.00
23. Grantee share			304,261.00
24. Other shares			304,261.00
25. Total project (Lines 22, 23, & 24)	\$	\$	\$6,085,213.00

INSTRUCTIONS

PART III

SECTION A. GENERAL

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter basic fees for architectural engineering services.

Line 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 - Enter fees for inspection and audit of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

Line 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 - Enter amounts for items not specifically mentioned above.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 - Enter the amounts for those items which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 - Show the total amount of the Federal grant requested.

Line 23 - Show the amount from Section D, Line 27h.

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 304,261.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. Total – Grantee Share	304,261.00
28. Other Shares	
a. State	304,261.00
b. Other	
c. Total Other Shares	304,261.00
29. TOTAL	\$ 608,522.00

SECTION E - REMARKS**PART IV - PROGRAM NARRATIVE** (ATTACH – SEE INSTRUCTIONS)

INSTRUCTIONS

PART III

SECTION C. EXCLUSIONS

Line 26 a-g - Identify and list those costs in Column (1) which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of

Section B. Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a noncash contribution, explain what this contribution will consist of.

Line 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or

state agency. If there is a noncash contribution, explain what the contribution will consist of under Section E Re-marks.

Line 28b - Show the amount that will be contributed from other sources. If there is a noncash contribution, explain what the contribution will consist of under Section E Re-marks.

Line 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Line 29 - Enter the totals of Line 27h and 28c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV
PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: RUNWAY 12-30 and RUNWAY 4 RECONSTRUCTION

AIRPORT: Taos Regional Airport

1. Objective:

SCHEDULE I

RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD

SCHEDULE II

CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND HOLDING BAYS

GRADING & DRAINAGE

2. Benefits Anticipated:

3. Approach: *(See approved Scope of Work in final Application)*

4. Geographic Location:

The project will be at the Taos Regional Airport.

5. If Applicable, Provide Additional Information:

Not Applicable.

6. Sponsor's Representative: *(incl. address & tel. no.)*

Daniel R. Barrone

Town of Taos

400 Camino de la Placita

Taos, NM 87571

(575)751-2006

INSTRUCTIONS

PART IV

PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Taos Regional **LOCAL PRIORITY:** 1 **UPDATED:** September 2014
WORK ITEM: **SCHEDULE I**
RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD
SCHEDULE II
CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND HOLDING BAYS, GRADING & DRAINAGE

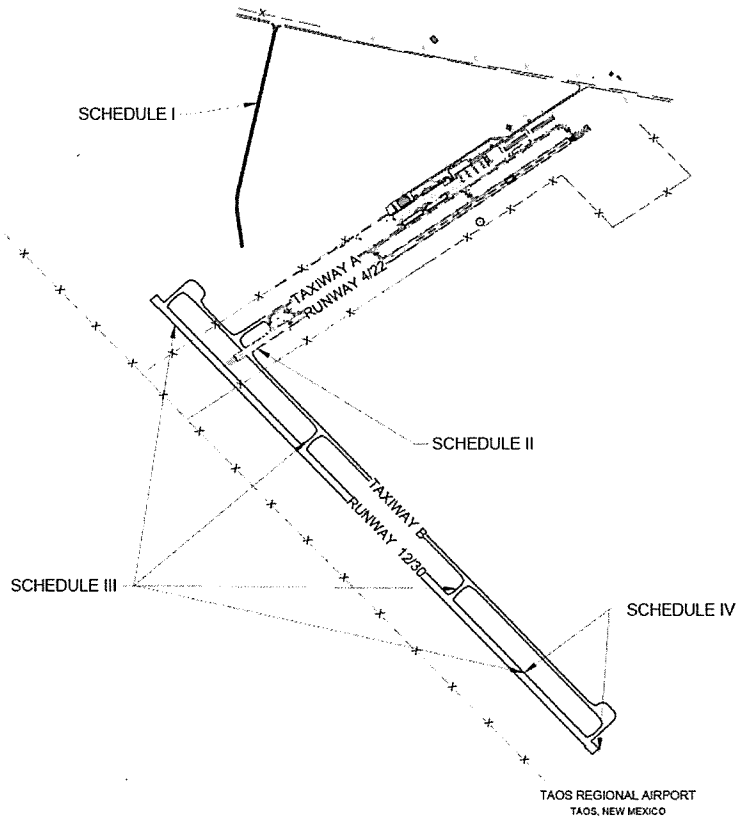
SKETCH:

SCHEDULE I
RELOCATE RUNWAY 4 END
AND CONSTRUCT HAUL ROAD
(CONSTRUCT HAUL ROAD)

SCHEDULE II
RELOCATE RUNWAY 4 END
AND CONSTRUCT HAUL ROAD
(RELOCATE RUNWAY 4 END)

SCHEDULE III
RUNWAY 12/30, PARALLEL
TAXIWAY B, CONNECTING
TAXIWAYS, HOLDING BAYS,
GRADING & DRAINAGE
(STA 0+00 TO STA 178+00)

SCHEDULE IV
RUNWAY 12/30, PARALLEL
TAXIWAY B, CONNECTING
TAXIWAY, HOLDING BAYS,
GRADING & DRAINAGE
(STA 178+00 TO STA 197+00)



SPONSOR SIGNATURE: _____ **DATE:** 09-09-14

COST ESTIMATE: \$

ADMINISTRATION:	\$ 2,705.00	1: IFE	\$ 1,400.00	4	\$
ENGINEERING:	\$ 58,800.00	2: Construction	\$ 5,443,290.00	5	\$
INSPECTION:	\$ 518,245.00	3: QA Testing	\$ 60,773.00	TOTAL:	\$ 6,085,213.00

ADO USE:

PREAPP NO: _____ GRANT NO: _____ NPIAS CODE: _____ WORK CODE: _____ FAA PRIOR: _____ FED \$ _____

STANDARD DOT TITLE VI ASSURANCES

Town of Taos (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 9-09-14

Town of Taos
(Sponsor)

(Signature of Authorized Official)

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Town of Taos

AIP #: 3-35-0041-032-2014

Project Description(s): SCHEDULE I
RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD
SCHEDULE II
CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING
TAXIWAYS AND HOLDING BAYS, GRADING & DRAINAGE

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☒ None
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☒ None (If "None", continue with questions 3 and 4).
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☒ None
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Taos Regional Airport

LOCATION: Taos, NM;

AIP PROJECT NO.: 3-35-0041-032-2014

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Taos Regional.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Taos Regional, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** 09-09-14

TITLE: Mayor

SPONSORING AGENCY: Town of Taos

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date 09-09-14
Sponsor's Authorized Representative

Title Mayor, Town of Taos

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS

Town of Taos

Taos Regional Airport

AIP No. 3-35-0041-032-2014

(Sponsor)

(Airport)

(Project Number)

SCHEDULE I

RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD

SCHEDULE II

CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND
HOLDING BAYS, GRADING & DRAINAGE. (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked “no” that is correct and complete.

Town of Taos

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Daniel R. Barrone

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

9-09-14

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS

Town of Taos

Taos Regional Airport

AIP No. 3-35-0041-032-2014

(Sponsor)

(Airport)

(Project Number)

SCHEDULE I

RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD

SCHEDULE II

CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND HOLDING BAYS, GRADING & DRAINAGE. *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Town of Taos

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Daniel R. Barrone

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

9-09-14

(Date)

.....
 U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 EQUIPMENT/CONSTRUCTION CONTRACTS

Town of Taos
(Sponsor)

Taos Regional Airport
(Airport)

AIP No. 3-35-0041-032-2014
(Project Number)

SCHEDULE I

RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD

SCHEDULE II

CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND HOLDING BAYS, GRADING & DRAINAGE. (Work Description)

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the			

		Yes.....	No.....	N/A.....
..... sponsor's cost estimate.				
6.	All contracts exceeding \$100,000 require (will require) the following provisions:			
a.	A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b.	Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7.	All construction contracts contain (will contain) provisions for:			
a.	Compliance with the Copeland "Anti-Kick Back" Act, and			
b.	Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a.	Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9.	All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Town of Taos

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Daniel R. Barrone

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

9-09-14

(Date)

.....

**.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
REAL PROPERTY ACQUISITION**

Town of Taos

(Sponsor)

Taos Regional Airport

(Airport)

AIP No. 3-35-0041-032-2014

(Project Number)

SCHEDULE I

RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD

SCHEDULE II

CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND HOLDING BAYS, GRADING & DRAINAGE. *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If property for airport development is (will be) leased, the following conditions have been met:			
a. The term is for 20 years or the useful life of the project,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The lessor is a public agency, and			
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:			
a. The right of flight,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The right of ingress and egress to remove obstructions, and			
c. The right to restrict the establishment of future obstructions.			

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Supporting documents for settlements included in the project files.			
11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Supporting documents for awards included in the project files.			
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Town of Taos

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Daniel R. Barrone

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

9-09-14

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE

Town of Taos

Taos Regional Airport

AIP No. 3-35-0041-032-2014

(Sponsor)

(Airport)

(Project Number)

SCHEDULE I

RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD

SCHEDULE II

CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND HOLDING BAYS, GRADING & DRAINAGE. (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Town of Taos

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Daniel R. Barrone

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

09-09-14

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE

Town of Taos

(Sponsor)

Taos Regional Airport

(Airport)

AIP No. 3-35-0041-32-2014

(Project Number)

SCHEDULE I

RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD

SCHEDULE II

CONSTRUCT RUNWAY 12-30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS AND HOLDING BAYS, GRADING & DRAINAGE. (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Town of Taos

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Daniel R. Barrone

(Typed Name of Sponsor's Designated Official Representative)

Mayor

(Typed Title of Sponsor's Designated Official Representative)

09-09-14

(Date)



RESOLUTION 14-43

A RESOLUTION OF THE TOWN OF TAOS COUNCIL AUTHORIZING APPLICATION AND ACCEPTANCE OF GRANT FUNDING FOR AIRPORT IMPROVEMENT PROGRAM PROJECT (AIP) NUMBER 3-35-0041-032-2014 FROM THE FEDERAL AVIATION ADMINISTRATION IN THE AMOUNT OF \$5,476,691 FOR THE FIRST PHASE OF CONSTRUCTION OF RUNWAY 12/30 FOR TAOS REGIONAL AIRPORT.

WHEREAS, the Town of Taos is expected to be awarded grant monies in the amount of \$5,476,691 from the Federal Aviation Administration; and

WHEREAS, this funding will be used for the first phase of construction of Runway 12/30, including relocation of Runway 4 End, construction of a Haul Road, grading and drainage for Runway 12/30, Taxiway B, connecting Taxiways and Holding Bays for the Taos Regional Airport; and

WHEREAS, the project funding breakdown amounts to Federal Aviation Administration \$5,476,691; New Mexico Department of Transportation Aviation Division \$304,261; Town of Taos \$304,261; for a total project cost of \$6,085,213.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TAOS, in a duly called meeting that the grant agreement awarding \$5,476,691 in Federal Aviation Administration funding for AIP Project Number 3-35-0041-032-2014 is hereby approved and the Mayor is hereby authorized to execute the necessary documents to complete the grant agreements.

PASSED, APPROVED and ADOPTED, this 9th day of September, 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Frederick A. Peralta	_____
Councilmember Judith Y. Cantu	_____
Councilmember Andrew T. Gonzales	_____
Councilmember George "Fritz" Hahn	_____

TOWN OF TAOS

Daniel Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM

Floyd Lopez, Town Attorney



September 9, 2014

Title:

Contract TT-15-82 with Northern Mountain Constructors

Summary:

Consideration and approval of Contract TT-15-82 with Northern Mountain Constructors in the amount of \$5,031,348.50 plus gross receipts tax contingent upon funding from the Federal Aviation Administration and agency approval to construct phase one of Runway 12/30 at Taos Regional Airport.

Background:

Attachments:

Click to download

- ☐ [Backup](#)
- ☐ [Contract](#)



September 8, 2014

Mr. John Thompson
Taos Regional Airport
400 Camino de la Placita
Taos, New Mexico 87571

RE: Recommendation of Award – Taos Regional Airport
A.I.P. # 3-35-0041-032-2014
Construct Haul Road, Relocate RW 4 End, Construct RW 12-30 Grading and Drainage

Mr. Thompson,

As you are aware, bids were opened for the above mentioned project which consists of Schedule I- Construct Haul Road, Schedule II- Relocate RW 4 End, Schedule III- Construct RW 12-30 Grading and Drainage (Stations 0+00 to 178+00), and Schedule IV- Construct RW 12-30 Grading and Drainage (Stations 178+00 to 197+00) on August 28, 2014 at 2:00 PM at Town Hall.

A great deal of effort was expended to attract bidders for this project. The project was advertised in the Albuquerque Journal and local paper for four consecutive weeks and listed in the advertisements of four national plan rooms. Thirteen (13) contractors and suppliers purchased plans from the Armstrong Consultants, Inc. bidding website. A pre-bid meeting was held at the airport on August 14, 2014 to answer questions and show the project to potential bidders.

Two (2) bids were received for the construction project. The bids were reviewed for math errors and other items of responsiveness. Michels Corporation was determined non-responsive due to a lack of the proper New Mexico Contractors License. A general review of the bids is summarized below:

The following table shows the relationship of the bids to the Engineer's estimate:

CONTRACTOR	SCHEDULE I	SCHEDULE II	SCHEDULE III	SCHEDULE IV	TOTAL
Michels Corporation	\$590,313.00*	\$813,747.00*	\$5,220,740.40*	\$1,759,905.00*	\$8,384,705.40*
Northern Mountain Constructors, Inc.	\$346,133.00	\$793,493.50	\$2,952,172.00	\$939,550.00	\$5,031,348.50
ENGINEERS ESTIMATE	\$675,809.00	\$2,012,420.50	\$4,864,060.00	\$1,540,270.00	\$9,092,559.50

*Non- Responsive

Colorado
861 Rood Avenue
Grand Junction, CO 81501
T: 970.242.0101
F: 970.241.1769

Arizona
2345 S. Alma School Road
Suite 208
Mesa, AZ 85210
T: 602.803.7079
F: 480.632.0760

New Mexico
2305 Renard Place SE
Suite 210
Albuquerque, NM 87106
T: 505.508.2192
F: 505.508.2795

www.armstrongconsultants.com

A Bid Tabulation is attached to this letter.

The DBE goal for this project was 3.98%. The contractor has indicated that they will meet the DBE goal on the bid documents submitted.

The budget for the AIP 3-35-0041-032-2014 including federal, state and local funds is shown below:

	TOTAL	FAA (90%)	NMDOT AD (5%)	TOWN OF TAOS (5%)
CONSTRUCTION				
Stage I Construction	\$5,031,348.50	\$4,528,213.65	\$251,567.43	\$251,567.43
NMGRT 8.1875%	\$411,941.66	\$370,747.49	\$20,597.08	\$20,597.08
ENGINEERING				
Phase I- Repackage design for bidding	\$33,270.00	\$29,943.00	\$1,663.50	\$1,663.50
Phase 2- Bidding Services	\$21,080.00	\$18,972.00	\$1,054.00	\$1,054.00
Phase 3- Construction Services	\$479,025.00	\$431,122.50	\$23,951.25	\$23,951.25
NMGRT 8.1875%	\$43,670.08	\$39,303.07	\$2,183.50	\$2,183.50
ADMINISTRATION				
Administration	\$2,500.00	\$2,250.00	\$125.00	\$125.00
QA testing	\$56,173.64	\$50,556.28	\$2,808.68	\$2,808.68
NMGRT 8.1875%	\$4,803.90	\$4,323.51	\$240.20	\$240.20
IFE	\$1,400.00	\$1,260.00	\$70.00	\$70.00
TOTAL	\$6,085,212.78	\$5,476,691.50	\$304,260.64	\$304,260.64

GRAND TOTAL	\$6,085,212.78	\$5,476,691.50	\$304,260.64	\$304,260.64
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We recommend awarding Schedule I, II, III, and IV to Northern Mountain Constructors, Inc. for the amount of \$5,031,348.50 without NMGR, upon the receipt of concurrence and a grant from FAA. The FAA grant amount will be \$5,476,691.00. The remaining balance will be divided between the State and the Sponsor.

Sincerely,

ARMSTRONG CONSULTANTS, INC.



Michael J. Garcia
Project Manager

encl: Bid Tab

cc: Jane Lucero, NMDOT-AD
Andrew Tamanaha, FAA



ARMSTRONG CONSULTANTS, INC.
2305 Renard Place SE, Suite 210
Albuquerque, NM 87106

NM Office: (505) 508-2192 NM Fax: (505) 508-2795

TAOS REGIONAL AIRPORT
AIP NO. 3-35-0041-032-2014
ACI # 146216
BID DATE: August 28, 2014 2:00 P.M. MST

SCHEDULE I – RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD (CONSTRUCT HAUL ROAD)

	ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		NORTHERN MOUNTAIN		MICHELS CORPORATION	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Traffic Control Management	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 109,250.00	\$ 109,250.00
2	SWPPP Management	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,400.00	\$ 5,400.00
3	Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
4	Dust Suppression	5	AC	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 4,960.00	\$ 24,800.00
5	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,400.00	\$ 14,400.00
6	Unclassified Excavation	4,850	CY	\$ 13.00	\$ 63,050.00	\$ 2.50	\$ 12,125.00	\$ 4.72	\$ 22,892.00
7	Borrow	9,290	CY	\$ 16.00	\$ 148,640.00	\$ 6.00	\$ 55,740.00	\$ 4.40	\$ 40,876.00
8	Subgrade Preparation	14,500	SY	\$ 3.00	\$ 43,500.00	\$ 1.10	\$ 15,950.00	\$ 1.71	\$ 24,795.00
9	Crushed Aggregate Base Course (6 Inces Thick-Haul Road)	13,300	SY	\$ 18.00	\$ 239,400.00	\$ 6.50	\$ 86,450.00	\$ 7.13	\$ 94,829.00
10	HMA SP-III Complete (4 Inches Thick)	110	TON	\$ 120.00	\$ 13,200.00	\$ 140.00	\$ 15,400.00	\$ 213.00	\$ 24,430.00
11	Bituminous Prime Coat	150	GAL	\$ 3.00	\$ 450.00	\$ 25.00	\$ 3,750.00	\$ 32.00	\$ 4,800.00
12	Bituminous Tack Coat	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
13	24 Inch Reinforced Concrete Pipe Culvert (2000 D)	353	LF	\$ 80.00	\$ 28,240.00	\$ 50.00	\$ 17,650.00	\$ 108.00	\$ 38,124.00
14	24 Inch Concrete Flared End Section	12	EA	\$ 800.00	\$ 9,600.00	\$ 1,000.00	\$ 12,000.00	\$ 1,200.00	\$ 14,400.00
15	36 Inch Reinforced Concrete Pipe Culvert (2000 D)	164	LF	\$ 100.00	\$ 16,400.00	\$ 90.00	\$ 14,760.00	\$ 173.00	\$ 28,372.00
16	36 Inch Concrete Flared End Section	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 1,500.00	\$ 9,000.00	\$ 2,260.00	\$ 13,560.00
17	Riprap-Class A	263	CY	\$ 250.00	\$ 65,750.00	\$ 200.00	\$ 52,600.00	\$ 103.00	\$ 27,089.00
18	Check Dam Type II	270	LF	\$ 15.00	\$ 4,050.00	\$ 25.00	\$ 6,750.00	\$ 140.00	\$ 37,800.00
19	Culvert Protection	350	SY	\$ 20.00	\$ 7,000.00	\$ 5.00	\$ 1,750.00	\$ 4.90	\$ 1,715.00
20	Composted Mulch Socks	6,450	LF	\$ 2.50	\$ 16,125.00	\$ 2.00	\$ 12,900.00	\$ 9.38	\$ 60,501.00
21	Construction Signing	54	SF	\$ 11.00	\$ 594.00	\$ 12.00	\$ 648.00	\$ 8.75	\$ 472.50
22	Steel Posts and Base Posts for Construction Signing	66	LF	\$ 10.00	\$ 660.00	\$ 10.00	\$ 660.00	\$ 5.50	\$ 363.00
23	Channelization Devices Type Drum	30	EA	\$ 55.00	\$ 1,650.00	\$ 100.00	\$ 3,000.00	\$ 48.15	\$ 1,444.50
TOTAL SCHEDULE I				\$	\$ 675,809.00	\$	\$ 346,133.00	\$	\$ 590,313.00

SCHEDULE II – RELOCATE RUNWAY 4 END AND CONSTRUCT HAUL ROAD (RELOCATE RWY 4 END)

	ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE			NORTHERN MOUNTAIN			MICHELS CORPORATION		
				UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION	
1	Mobilization	1	LS	\$ 1,500,000.00	\$ 1,500,000.00		\$ 500,000.00	\$ 500,000.00		\$ 170,186.00	\$ 170,186.00	
2	SWPPP Management	1	LS	\$ 7,500.00	\$ 7,500.00		\$ 5,000.00	\$ 5,000.00		\$ 5,335.00	\$ 5,335.00	
3	NOT USED IN CONTRACT	NIC	NIC	NIC	NIC		NIC	NIC		NIC	NIC	
4	Remove Asphalt Mat (Full Depth)	10,400	SY	\$ 3.30	\$ 34,320.00		\$ 4.00	\$ 41,600.00		\$ 2.41	\$ 25,064.00	
5	Remove Culvert	1	LS	\$ 1,720.00	\$ 1,720.00		\$ 2,500.00	\$ 2,500.00		\$ 10,300.00	\$ 10,300.00	
6	Remove and Salvage Runway Edge Light	4	EA	\$ 100.00	\$ 400.00		\$ 150.00	\$ 600.00		\$ 857.00	\$ 3,428.00	
7	Remove and Salvage Threshold Light	8	EA	\$ 100.00	\$ 800.00		\$ 150.00	\$ 1,200.00		\$ 643.00	\$ 5,144.00	
8	Remove Taxiway Retroreflective Marker	7	EA	\$ 30.00	\$ 210.00		\$ 15.00	\$ 105.00		\$ 428.00	\$ 2,996.00	
9	Remove and Relocate REIL	1	EA	\$ 2,500.00	\$ 2,500.00		\$ 5,000.00	\$ 5,000.00		\$ 5,141.00	\$ 5,141.00	
10	Remove and Salvage Sign	1	EA	\$ 350.00	\$ 350.00		\$ 525.00	\$ 525.00		\$ 3,247.00	\$ 3,247.00	
11	NOT USED IN CONTRACT	NIC	NIC	NIC	NIC		NIC	NIC		NIC	NIC	
12	Remove and Reset Lighted Guidance Sign Panels	5	EA	\$ 120.00	\$ 600.00		\$ 100.00	\$ 500.00		\$ 3,247.00	\$ 16,235.00	
13	Remove Airfield Cables	1	LS	\$ 5,000.00	\$ 5,000.00		\$ 150.00	\$ 150.00		\$ 17,000.00	\$ 17,000.00	
14	Remove Inlet Box	1	LS	\$ 500.00	\$ 500.00		\$ 1,500.00	\$ 1,500.00		\$ 3,247.00	\$ 3,247.00	
15	Remove Taxiway Edge Lights	4	EA	\$ 100.00	\$ 400.00		\$ 150.00	\$ 600.00		\$ 2,142.00	\$ 8,568.00	
16	Watering	Incidental	Incidental	Incidental	Incidental		Incidental	Incidental		Incidental	Incidental	
17	Dust Suppression	5	AC	\$ 300.00	\$ 1,500.00		\$ 300.00	\$ 1,500.00		\$ 4,960.00	\$ 24,800.00	
18	Clearing and Grubbing	Incidental	Incidental	Incidental	Incidental		Incidental	Incidental		Incidental	Incidental	
19	Excavation	60,000	CY	\$ 6.00	\$ 360,000.00		\$ 2.80	\$ 168,000.00		\$ 4.72	\$ 283,200.00	
20	Temporary Slope Drains, Benches, Dikes, Dams, and Sediment Basins	Incidental	Incidental	Incidental	Incidental		Incidental	Incidental		Incidental	Incidental	
21	Structural Portland Cement Concrete	Incidental	Incidental	Incidental	Incidental		Incidental	Incidental		Incidental	Incidental	
22	Runway and Taxiway Marking	8,374	SF	\$ 1.25	\$ 10,467.50		\$ 1.50	\$ 12,561.00		\$ 14.40	\$ 120,585.60	
23	Reflective Media Type I, Gradation A	550	LB	\$ 1.50	\$ 825.00		\$ 3.00	\$ 1,650.00		\$ 53.35	\$ 29,342.50	
24	Pavement Marking Removal	7,788	SF	\$ 6.00	\$ 46,728.00		\$ 2.25	\$ 17,523.00		\$ 1.30	\$ 10,124.40	
25	NOT USED IN CONTRACT	NIC	NIC	NIC	NIC		NIC	NIC		NIC	NIC	
26	NOT USED IN CONTRACT	NIC	NIC	NIC	NIC		NIC	NIC		NIC	NIC	
27	36 Inch Reinforced Concrete Pipe Culvert (2000 D)	240	LF	\$ 110.00	\$ 26,400.00		\$ 90.00	\$ 21,600.00		\$ 172.00	\$ 41,280.00	
28	36 Inch Concrete Flared End Section	2	EA	\$ 1,500.00	\$ 3,000.00		\$ 1,500.00	\$ 3,000.00		\$ 2,260.00	\$ 4,520.00	
29	Seeding	2.1	AC	\$ 2,000.00	\$ 4,200.00		\$ 895.00	\$ 1,879.50		\$ 5,335.00	\$ 11,203.50	
30	Temporary Lighting and Signage	1	LS	\$ 5,000.00	\$ 5,000.00		\$ 6,500.00	\$ 6,500.00		\$ 12,800.00	\$ 12,800.00	
TOTAL SCHEDULE					\$ 2,012,420.50			\$ 793,493.50			\$ 813,747.00	

ARMSTRONG CONSULTANTS, INC.
2305 Renard Place SE, Suite 210
Albuquerque, NM 87106

TAOS REGIONAL AIRPORT
AIP NO. 3-35-0041-032-2014
ACI # 146216
BID DATE: August 28, 2014 2:00 P.M. MST

SCHEDULE III – CONSTRUCT RUNWAY 12/30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS, AND HOLDING BAYS, GRADING AND DRAINAGE (STA. 0+00 TO STA. 178+00)

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		NORTHERN MOUNTAIN		MICHEL'S CORPORATION	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 SWPPP Management	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,700.00	\$ 10,700.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Dust Suppression	160	AC	\$ 300.00	\$ 48,000.00	\$ 250.00	\$ 40,000.00	\$ 4,960.00	\$ 793,600.00
4 Clearing and Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Excavation	730,795	CY	\$ 6.00	\$ 4,384,770.00	\$ 3.60	\$ 2,630,862.00	\$ 4.72	\$ 3,449,352.40
6 Temporary Slope Drains, Benches, Dikes, Dams, and Sediment Basins	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
7 18 Inch Reinforced Concrete Pipe Culvert (2000 D)	156	LF	\$ 55.00	\$ 8,580.00	\$ 45.00	\$ 7,020.00	\$ 86.00	\$ 13,416.00
8 18 Inch Concrete Flared End Section	2	EA	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 1,033.00	\$ 2,066.00
9 24 Inch Reinforced Concrete Pipe Culvert (2000 D)	136	LF	\$ 75.00	\$ 10,200.00	\$ 50.00	\$ 6,800.00	\$ 108.00	\$ 14,688.00
10 24 Inch Concrete Flared End Section	2	EA	\$ 650.00	\$ 1,300.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00
11 36 Inch Reinforced Concrete Pipe Culvert (2000 D)	436	LF	\$ 110.00	\$ 47,960.00	\$ 90.00	\$ 39,240.00	\$ 173.00	\$ 75,428.00
12 36 Inch Concrete Flared End Section	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00	\$ 2,260.00	\$ 13,560.00
13 Rock Riprap (D ₅₀ =12 Inches)	335	CY	\$ 100.00	\$ 33,500.00	\$ 90.00	\$ 30,150.00	\$ 103.00	\$ 34,505.00
14 Rock Riprap (D ₅₀ =18 Inches)	65	CY	\$ 150.00	\$ 9,750.00	\$ 100.00	\$ 6,500.00	\$ 130.00	\$ 8,450.00
15 Seeding	145	AC	\$ 2,000.00	\$ 290,000.00	\$ 1,200.00	\$ 174,000.00	\$ 5,535.00	\$ 802,575.00
TOTAL SCHEDULE III			\$ 4,864,060.00		\$ 2,952,172.00		\$ 5,220,740.40	

SCHEDULE IV – CONSTRUCT RUNWAY 12/30, PARALLEL TAXIWAY B, CONNECTING TAXIWAYS, AND HOLDING BAYS, GRADING AND DRAINAGE (STA. 178+00 TO STA. 197+00)

ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE		NORTHERN MOUNTAIN		MICHEL'S CORPORATION	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 SWPPP Management	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,400.00	\$ 6,400.00
2 Watering	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
3 Dust Suppression	80	AC	\$ 300.00	\$ 24,120.00	\$ 250.00	\$ 20,000.00	\$ 4,960.00	\$ 396,800.00
4 Clearing and Grubbing	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
5 Excavation	231,000	CY	\$ 6.00	\$ 1,386,000.00	\$ 3.60	\$ 831,600.00	\$ 4.72	\$ 1,090,320.00
6 Temporary Slope Drains, Benches, Dikes, Dams, and Sediment	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental	Incidental
7 36 Inch Reinforced Concrete Pipe Culvert (2000 D)	140	LF	\$ 110.00	\$ 15,400.00	\$ 90.00	\$ 12,600.00	\$ 173.00	\$ 24,220.00
8 36 Inch Concrete Flared End Section	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,260.00	\$ 4,520.00
9 Rock Riprap (D ₅₀ =12 Inches)	65	CY	\$ 100.00	\$ 6,500.00	\$ 90.00	\$ 5,850.00	\$ 103.00	\$ 6,695.00
10 Rock Riprap (D ₅₀ =18 Inches)	135	CY	\$ 150.00	\$ 20,250.00	\$ 100.00	\$ 13,500.00	\$ 130.00	\$ 17,550.00
11 Seeding	40	CY	\$ 2,000.00	\$ 80,000.00	\$ 1,200.00	\$ 48,000.00	\$ 5,335.00	\$ 213,400.00
TOTAL SCHEDULE IV			\$ 1,540,270.00		\$ 939,550.00		\$ 1,759,905.00	

ENGINEER'S ESTIMATE
\$9,092,559.50

NORTHERN MOUNTAIN
\$5,031,348.50

MICHEL'S CORPORATION
\$ 8,384,705.40

146216 Taos Regional Airport
Taos, NM

Bid Tabulation



Contract No. TT- 15-82
Public Utilities Department
Bid # 14-15-05

TOWN OF TAOS CONSTRUCTION CONTRACT FOR TAOS REGIONAL AIRPORT PROJECT TT-15-82

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Northern Mountain Constructors** a contractor licensed to do business in New Mexico, hereinafter "CONTRACTOR") effective on this **9th day of September 2014**. In accordance with NMSA 13-1-100, if this is a contract for major construction, including but not limited to roads, bridges, airports, buildings, dams, and wastewater treatment facilities, this Contract shall not become effective until the award and execution of this Contract by the TOWN.

WHEREAS, in conformity with the New Mexico Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, the TOWN caused to be issued an Invitation for Bids No. **14-15-05** for a construction project entitled **Taos Regional Airport Project** and further caused a Notice or Advertisement for Bids for that project to be duly published in conformity with NMSA Section 13-1-104;

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

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

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

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

1. Scope of Work. CONTRACTOR shall provide construction services and materials as required by this Contract. This Contract includes all Contract Documents, including specifications, listed in Paragraph 12, below.
2. Address & Phone Contacts for Contractor, Design Professional, and Town.
 - a. The principal contact person, address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:
Joey Perovich
Northern Mountain Constructors
25021 US 64
El Prado, NM 87529
575-758-4395

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

**Armstrong Consultants
2305 Renard Place SE, Suite 210
Albuquerque, NM 87106
505-508-2192**

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

Michael Garcia

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

**French Francisco Espinoza, Public Works Director
1030 Dea Lane
Taos, NM 87571
575-751-2010**

3. Term and Termination CONTRACTOR'S substantial completion of work under this contract shall be achieved no later than **150** days from the date the TOWN issues or approves a Notice to Proceed, unless sooner terminated pursuant to the termination provision below or by completion of the contracted services. CONTRACTOR'S obligation to perform work and TOWN'S obligation to pay for work adequately performed under this Contract extend until the work is completed and final payment is made.
4. Change Orders and Amendments: An express change order or amendment shall be a simple direction by the TOWN to perform additional work, to remove work from the scope of work, or extend or shorten the time for completion of contract work. A change order or amendment will state a specific sum certain or lump sum if the change requires additional work, supplies or materials; will specify a deduction in contract amount if it removes work, supplies or materials from project requirements; and a specific date if the change extends or shortens the time for completion. No claims for concealed or unknown conditions, impact fees or costs, any additional fees or costs, additional services, or any other fee or cost incurred by CONTRACTOR, nor any cost or fee associated with any delay or extension of the contract herein will be assessed against the TOWN unless expressly provided in this contract (including the Contract Documents incorporated herein) or in a change order and approved by the TOWN. CONTRACTOR shall follow all procedures required herein or in the Contract Documents for the execution of a valid change order.
5. Compensation. The TOWN shall pay CONTRACTOR, under this contract, a maximum of **five million thirty-one thousand three hundred forty-eight dollars and fifty cents (\$5,031,348.50)** plus required Gross Receipt Taxes, as approved by the Town Council in accordance with NMSA Section 13-1-100. Gross Receipts tax shall be billed at 8.1875%. The foregoing amount is not a guarantee but is the maximum amount that the TOWN will pay for work within the scope of work that the CONTRACTOR satisfactorily performs, except that a valid amendment or change order increasing the amount may

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

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

hand-delivered, thirty (30) days from the date of delivery to the CONTRACTOR (personally or at his/her office).

a. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

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

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

12. Contract Documents. This contract includes and incorporates by reference the following document as if set forth herein: all bid documents, specifications and related documents contained in the Project Manual issued July, 2014 for the Taos Regional Airport Project, specifically including but not limited to any and all General Conditions and Supplementary Conditions set forth in forms such as EJCDC C-700 (Standard General Conditions of the Construction Contract) or EJCDE C-800 (Supplementary Conditions); all bid documents, certificates, and forms submitted by CONTRACTOR in response to the invitation for bids; all drawings and plans for the project called for by this Contract prepared and approved by the project's design professional, **Armstrong Consultants**, including any amendments to such drawings; and any other written contract or agreement signed hereafter by both parties in connection with this project and intended to be binding with respect to it. The documents hereby incorporated by reference are collectively referred to herein as "the Contract Documents."

13. Federal Funding/Conflicts. If federal funds are used to pay for all or part of this Contract, the TOWN and the CONTRACTOR shall abide by all applicable federal government statutes, regulations or valid directives in the performance of this Contract. Should there be any conflict between any provision of this Contract and such federal requirements, the federal requirements shall control. Otherwise, if there are any conflicts between this Contract and provisions of the other Contract Documents incorporated herein by reference, the provisions of this Contract shall control unless the facts and circumstances indicate otherwise, or the parties agree in writing otherwise.
14. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither CONTRACTOR, its employees, agents or representatives shall be considered employees or agents of the TOWN nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
15. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
16. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
17. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. CONTRACTOR and sub-contractors shall carry their own Worker's Compensation coverage as required by law.
18. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid by the Town under this contract and that the TOWN shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
19. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the TOWN, the Town's auditors, the New Mexico State Auditor and any other agency or entity as so provided in the Contract Documents, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay any part of this contract, CONTRACTOR shall retain all records for the period of time required by OMB Circular 102-A or any superseding federal government directive shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, as well as federal and/or state auditors.

20. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act or other fault of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the TOWN in writing.
21. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN, which is hereby granted with respect to subcontractors named in the Contract Documents as to whom all relevant legal requirements are met.
22. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
23. Non-Discrimination and Labor Law Compliance. CONTRACTOR agrees that it and its employee(s) and/or agent(s) shall comply with all applicable federal, state and local laws and regulations regarding equal employment opportunity, fair labor standards, prevailing wages, and with any other applicable equal opportunity or labor laws.
24. Insurance. The CONTRACTOR will maintain, throughout the Project, the following types of insurance with at least at the following coverage limits and shall provide the TOWN with copies of the certificates of insurance showing such coverage:
- a. Comprehensive General Public Liability Insurance (including premises operations, independent contractor's protective; products and completed operations; broad form Property Damage) as follows:
- Bodily Injury: \$1,000,000 each occurrence.
Property Damage: \$ 500,000 annual aggregate
- b. Comprehensive Automobile Liability:
- Bodily Injury: \$1,000,000 each occurrence.
Property Damage \$ 500,000 annual aggregate.

c. Workers' Compensation. In addition to coverage required by state statute (Workers' Compensation Act), CONTRACTOR shall maintain employer's liability as follows:

\$100,000 each accident
\$500,000 disease policy limit
\$100,000 disease each

d. Umbrella Excess Liability: \$1,000,000 over primary insurance.

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

e. Builder's Risk Insurance.

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

f. Subcontractors' Insurance.

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

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

25. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the right to terminate the Contract or to permit the CONTRACTOR to cure the default in a manner that is reasonable under the circumstances.
26. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any default, deficiency or defect, the TOWN shall issue the CONTRACTOR a written "Notice to Cure" specifying the measures to be taken and the time within which they must be taken. Failure by the CONTRACTOR to cure the default, deficiency or defect, within the authorized time, may result in an immediate termination of this contract by the TOWN pursuant to Paragraph 11 above.
27. Liquidated Damages. In the event that CONTRACTOR fails to complete the project, or provide the receivables from the services provided, by the agreed upon contract substantial completion date established herein or in the Contract Documents, the CONTRACTOR shall pay to the TOWN liquidated damages in the amount of **Two Thousand Five Hundred Dollars (\$2,500.00)** per calendar day past the substantial completion date. Such liquidated damages are agreed to be reasonable compensation

for the Town in view of the harm likely to be suffered by the TOWN for delay and the inherent difficulty or impossibility of precisely determining the specific amount of damages.

28. Different Site Conditions. The CONTRACTOR shall promptly and before the conditions are disturbed, give written notice to the Town of 1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or 2) unknown physical conditions at the site, of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract. No Change Order shall be issued due to different site conditions unless the Town has fully investigated such alleged conditions based on Contractor's notice of different site conditions.
29. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
30. Scope of Agreement. This contract (including all Contract Documents) incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
31. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN or the CONTRACTOR arising out of this contract, shall be brought in the Eighth Judicial District Court, Taos County, State of New Mexico.
32. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 and the criminal laws referred to therein, it is unlawful for any contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks in connection to any transaction governed by the Procurement Code. Any such acts also constitute breaches of this Contract.
33. Bonding. If this contract is for more than \$25,000, CONTRACTOR, in accordance with NMSA Sec. 13-4-18, shall purchase and maintain for the life of the project called for by this Contract, performance and payments bonds by sureties authorized to do business in New Mexico and approved by the TOWN. Each such bond shall be in an amount at least equal to 100% of the contract price and shall otherwise conform to the requirements of NMSA Sec. 13-4-18.
34. Wages. If this contract is for more than \$60,000.00 and CONTRACTOR will employ mechanics or laborers, CONTRACTOR shall pay at least the prevailing wages required by the New Mexico Public Works Minimum Wage Act, NMSA 13-4-11 through 13-4-17, and shall comply with the other provisions of that Statute including the requirement that the CONTRACTOR and certain sub-contractors be registered with the Labor and Industrial Division of the Department of Workforce Solutions pursuant to NMSA 13-4-13.1. If

federal funds are used for the project to be undertaken pursuant to this Contract, to the extent required by federal law, CONTRACTOR shall abide by the federal Davis-Bacon Act and other applicable federal laws.

35. Subcontractors. CONTRACTOR, if using subcontractors on this project who will be paid \$5,000 or one half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater, shall abide by all applicable requirements of the New Mexico Subcontractors Fair Practices Act, NMSA Section 13-1-31 through 13-4-42.
36. Standards. All work under this contract shall equal or exceed applicable industry and regulatory standards related to quality, durability, and fitness for intended use.
37. Warranty. In addition to other warranties provided for in the Contract Documents or required by law, and in no way diminishing such requirements, the CONTRACTOR unequivocally warrants that its entire work shall be free from defects of materials and workmanship, provided that any such defect be brought to the attention of the CONTRACTOR in writing within one (1) year after completion of the Work or after the defect was or reasonably should have been discovered by the TOWN, whichever period is later, unless a different warranty period is stipulated in the Contract Documents or provided by law.
38. Town's Rights. The TOWN has the unilateral right after giving reasonable notice in writing to:
- a. Order changes in the work within the scope of the contract;
 - b. Order temporary stoppages of work or delay performance; and
 - c. Order permissible excuses for delay or nonperformance based on the terms of this contract.
39. Compliance with Terms of Funding Documents. If part or all of the funding for the project covered by this contract is derived from a source other than the TOWN's own funds, such as loans or grants from a state or federal agency, the parties acknowledge that they are bound, in the performance of this contract by any contractual or regulatory requirements imposed by the funding agency, and hereby incorporate the terms of any such funding agreement or regulations into this contract by reference.
40. Compliance with Prompt Payment Act. The CONTRACTOR and the Town agree to comply with all applicable requirements of the New Mexico Prompt Payment Act, NMSA 1978, 57-28-1 through 57-28-11 including the following:

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

If applicable, THE AWARD AND EXECUTION OF THIS CONTRACT WAS APPROVED AND DIRECTED BY THE TOWN COUNCIL OF THE TOWN OF TAOS AT ITS MEETING ON September 9, 2014, as reflected in the minutes of the meeting attached hereto as ATTACHMENT A.

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

TOWN APPROVAL

Daniel Barrone, Mayor

Date signed

CONTRACTOR:

Contractor

Printed Name:

Title or Position:

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

Date signed

ATTESTED TO BY:

Renee Lucero, Town Clerk

ACCOUNTING APPROVAL:

Marietta S. Fambro
Marietta S. Fambro, Finance Director

Budget Line Item:

52-47-45003-\$4,898,961.14; 52-48-45003-\$272,164.51; 52-49-45003-\$136,082.26;

52-50-45003-\$136,082.25

9/4/14
Date signed

APPROVED AS TO FORM:

Floyd W. Lopez
Floyd W. Lopez, Town Attorney

9/8/14
Date signed

ADMINISTRATIVE APPROVAL:

Richard Bellis, Town Manager

Date signed



September 9, 2014

Title:

Contract TT-15-81 with Garcia Underground

Summary:

Consideration and approval of Contract TT-15-81 with Garcia Underground in the amount of \$658,116.84 plus gross receipts tax to construct Camino de la Merced utilities and roadway.

Background:

Attachments:

Click to download

- 📎 [Engineer's Letter of Recommendation](#)
- 📎 [Contract](#)



August 25, 2014

Project #6222167

TOWN OF TAOS

Francisco Espinoza, Public Works Director
400 Camino de la Placita
Taos, NM 87571
(cc via email)

**RE: ENGINEER'S RECOMMENDATION REGARDING AWARD OF CONSTRUCTION
CONTRACT FOR THE DEVELOPMENT OF CAMINO DE LA MERCED PROJECT**

Dear Mr. Espinoza:

Bids were opened for the Development of Camino de la Merced Project on July 25, 2014 at the Town of Taos Hall. One bid was received for the project and the bid package was determined to be complete at the time of bid opening. The bid tabulation spreadsheet for the project is attached.

SMA reviewed Garcia Underground's bid based on the documentation submitted with the bid, as well as verifying project references as submitted by the Contractor. The example projects are of the type, size and complexity comparable to the Development of Camino de la Merced project and the résumés of the key personnel demonstrate they have many years of experience. Additionally, SMA has worked with Garcia Underground, Inc. in the past and deemed the quality of their work satisfactory on those projects.

The Contractor's Base Bid is \$682,567.22, including New Mexico Gross Receipts Tax, and this is over the established project budget of \$658,116.84. If the Town and the Contractor are willing, SMA recommends entering into negotiations to reduce the overall scope of work to within the project budget so that the contract may be awarded to Garcia Underground, Inc.

Once negotiations have taken place, and if both the Town and the Contractor are in agreement, the Town should agree to award the construction contract to Garcia Underground, Inc. The attached Notice of Award may be used by the Town to award the project to the Contractor. Once the Notice of Award is signed by the Town of Taos and sent to the Contractor, the Contract Documents will be executed and performance and payment bonds prepared by the Contractor.

Please call me at (505) 473-9211 if you have any questions or concerns related to this recommendation of award.

Sincerely,
SOUDER, MILLER AND ASSOCIATES

A handwritten signature in blue ink that reads "Paul Kennedy".

Paul Kennedy, PE
Project Engineer

Encl.
Bid Abstract
Notice of Award

cc file



Contract No. TT- 15-81
Public Utilities Department
Bid # 13-14-10

TOWN OF TAOS CONSTRUCTION CONTRACT FOR CAMINO DE LA MERCED PROJECT TT-15-81

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Garcia Underground, Inc.**, a contractor licensed to do business in New Mexico, hereinafter "CONTRACTOR") effective on this **9th** day of **September 2014**. In accordance with NMSA 13-1-100, if this is a contract for major construction, including but not limited to roads, bridges, airports, buildings, dams, and wastewater treatment facilities, this Contract shall not become effective until the award and execution of this Contract by the TOWN.

WHEREAS, in conformity with the New Mexico Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, the TOWN caused to be issued an Invitation for **Bids No. 13-14-10** for a construction project entitled **Camino de la Merced Project** and further caused a Notice or Advertisement for Bids for that project to be duly published in conformity with NMSA Section 13-1-104;

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

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

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

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

1. **Scope of Work.** CONTRACTOR shall provide construction services and materials as required by this Contract. This Contract includes all Contract Documents, including specifications, listed in Paragraph 12, below.
2. **Address & Phone Contacts for Contractor, Design Professional, and Town.**
 - a. The principal contact person, address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:
John Garcia
PO Box 345
Guadalupita, NM 87722
505-387-5599

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

Souder, Miller and Associates

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

**Paul Kennedy
2904 Rodeo Park Drive East, Building 100
Santa Fe, NM 87505
505-473-9211**

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

**French Francisco Espinoza, Public Works Director
1030 Dea Lane
Taos, NM 87571
575-751-2010**

3. Term and Termination CONTRACTOR'S substantial completion of work under this contract shall be achieved no later than 90 days from the date the TOWN issues or approves a Notice to Proceed, unless sooner terminated pursuant to the termination provision below or by completion of the contracted services. CONTRACTOR'S obligation to perform work and TOWN'S obligation to pay for work adequately performed under this Contract extend until the work is completed and final payment is made.
4. Change Orders and Amendments: An express change order or amendment shall be a simple direction by the TOWN to perform additional work, to remove work from the scope of work, or extend or shorten the time for completion of contract work. A change order or amendment will state a specific sum certain or lump sum if the change requires additional work, supplies or materials; will specify a deduction in contract amount if it removes work, supplies or materials from project requirements; and a specific date if the change extends or shortens the time for completion. No claims for concealed or unknown conditions, impact fees or costs, any additional fees or costs, additional services, or any other fee or cost incurred by CONTRACTOR, nor any cost or fee associated with any delay or extension of the contract herein will be assessed against the TOWN unless expressly provided in this contract (including the Contract Documents incorporated herein) or in a change order and approved by the TOWN. CONTRACTOR shall follow all procedures required herein or in the Contract Documents for the execution of a valid change order.
5. Compensation. The TOWN shall pay CONTRACTOR, under this contract, a maximum of six hundred eight thousand three hundred thirty-one dollars and thirty-five cents (\$608,331.35) plus required Gross Receipt Taxes, as approved by the Town Council in accordance with NMSA Section 13-1-100. Gross Receipts tax shall be billed at 8.1875%. The foregoing amount is not a guarantee but is the maximum amount that the TOWN will pay for work within the scope of work that the CONTRACTOR satisfactorily

performs, except that a valid amendment or change order increasing the amount may be issued by the TOWN. Payment under this Contract is subject to the "Invoices and Payment" provisions of Paragraph 6 below and contingent upon the Appropriations and Authorization provisions of Paragraph 10.

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

to be effective thirty (30) calendar days from the date of the postmark or if notice is hand-delivered, thirty (30) days from the date of delivery to the CONTRACTOR (personally or at his/her office).

a. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

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

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

12. Contract Documents. This contract includes and incorporates by reference the following document as if set forth herein: all bid documents, specifications and related documents contained in the Project Manual issued on **July 9, 2014** for the **Camino de la Merced Project**, specifically including but not limited to any and all General Conditions and Supplementary Conditions set forth in forms such as EJCDC C-700 (Standard General Conditions of the Construction Contract) or EJCDE C-800 (Supplementary Conditions); all bid documents, certificates, and forms submitted by CONTRACTOR in response to the invitation for bids; all drawings and plans for the project called for by this Contract prepared and approved by the project's design professional, **Souder, Miller and Associates**, including any amendments to such drawings; and any other written contract or agreement signed hereafter by both parties in connection with this project and intended to be binding with respect to it. The documents hereby incorporated by reference are collectively referred to herein as "the Contract Documents."

13. Federal Funding/Conflicts. If federal funds are used to pay for all or part of this Contract, the TOWN and the CONTRACTOR shall abide by all applicable federal government statutes, regulations or valid directives in the performance of this Contract. Should there be any conflict between any provision of this Contract and such federal requirements, the federal requirements shall control. Otherwise, if there are any conflicts between this Contract and provisions of the other Contract Documents incorporated herein by reference, the provisions of this Contract shall control unless the facts and circumstances indicate otherwise, or the parties agree in writing otherwise.
14. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither CONTRACTOR, its employees, agents or representatives shall be considered employees or agents of the TOWN nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
15. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
16. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
17. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. CONTRACTOR and sub-contractors shall carry their own Worker's Compensation coverage as required by law.
18. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid by the Town under this contract and that the TOWN shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
19. Records-Audit. CONTRACTOR shall keep, maintain and make available, to the TOWN, the Town's auditors, the New Mexico State Auditor and any other agency or entity as so provided in the Contract Documents, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay any part of this contract, CONTRACTOR shall retain all records for the period of time required by OMB Circular 102-A or any superseding federal government directive shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, as well as federal and/or state auditors.

20. Indemnification. CONTRACTOR shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act or other fault of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the TOWN in writing.
21. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN, which is hereby granted with respect to subcontractors named in the Contract Documents as to whom all relevant legal requirements are met.
22. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with the performance of services under this Contract. This warranty includes Contractor's representation that it has no conflict of interest and will not acquire any conflict of interest as set forth in the Procurement Code, other laws of the State of New Mexico, and the Town of Taos Purchasing Policy Part XXIII or any replacement provisions.
23. Non-Discrimination and Labor Law Compliance. CONTRACTOR agrees that it and its employee(s) and/or agent(s) shall comply with all applicable federal, state and local laws and regulations regarding equal employment opportunity, fair labor standards, prevailing wages, and with any other applicable equal opportunity or labor laws.
24. Insurance. The CONTRACTOR will maintain, throughout the Project, the following types of insurance with at least at the following coverage limits and shall provide the TOWN with copies of the certificates of insurance showing such coverage:
- a. Comprehensive General Public Liability Insurance (including premises operations, independent contractor's protective; products and completed operations; broad form Property Damage) as follows:
- | | |
|------------------|------------------------------|
| Bodily Injury: | \$1,000,000 each occurrence. |
| Property Damage: | \$ 500,000 annual aggregate |
- b. Comprehensive Automobile Liability:
- | | |
|-----------------|------------------------------|
| Bodily Injury: | \$1,000,000 each occurrence. |
| Property Damage | \$ 500,000 annual aggregate. |

c. Workers' Compensation. In addition to coverage required by state statute (Workers' Compensation Act), CONTRACTOR shall maintain employer's liability as follows:

\$100,000 each accident

\$500,000 disease policy limit

\$100,000 disease each

d. Umbrella Excess Liability: \$1,000,000 over primary insurance.

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

e. Builder's Risk Insurance.

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

f. Subcontractors' Insurance.

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

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

25. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the right to terminate the Contract or to permit the CONTRACTOR to cure the default in a manner that is reasonable under the circumstances.

26. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any default, deficiency or defect, the TOWN shall issue the CONTRACTOR a written "Notice to Cure" specifying the measures to be taken and the time within which they must be taken. Failure by the CONTRACTOR to cure the default, deficiency or defect, within the authorized time, may result in an immediate termination of this contract by the TOWN pursuant to Paragraph 11 above.

27. Liquidated Damages. In the event that CONTRACTOR fails to complete the project, or provide the receivables from the services provided, by the agreed upon contract substantial completion date established herein or in the Contract Documents, the CONTRACTOR shall pay to the TOWN liquidated damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** per calendar day past the substantial completion date. Such liquidated damages are agreed to be reasonable compensation for the Town in

view of the harm likely to be suffered by the TOWN for delay and the inherent difficulty or impossibility of precisely determining the specific amount of damages.

28. Different Site Conditions. The CONTRACTOR shall promptly and before the conditions are disturbed, give written notice to the Town of 1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or 2) unknown physical conditions at the site, of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract. No Change Order shall be issued due to different site conditions unless the Town has fully investigated such alleged conditions based on Contractor's notice of different site conditions.
29. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
30. Scope of Agreement. This contract (including all Contract Documents) incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
31. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN or the CONTRACTOR arising out of this contract, shall be brought in the Eighth Judicial District Court, Taos County, State of New Mexico.
32. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 and the criminal laws referred to therein, it is unlawful for any contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks in connection to any transaction governed by the Procurement Code. Any such acts also constitute breaches of this Contract.
33. Bonding. If this contract is for more than \$25,000, CONTRACTOR, in accordance with NMSA Sec. 13-4-18, shall purchase and maintain for the life of the project called for by this Contract, performance and payments bonds by sureties authorized to do business in New Mexico and approved by the TOWN. Each such bond shall be in an amount at least equal to 100% of the contact price and shall otherwise conform to the requirements of NMSA Sec. 13-4-18.
34. Wages. If this contract is for more than \$60,000.00 and CONTRACTOR will employ mechanics or laborers, CONTRACTOR shall pay at least the prevailing wages required by the New Mexico Public Works Minimum Wage Act, NMSA 13-4-11 through 13-4-17, and shall comply with the other provisions of that Statue including the requirement that the CONTRACTOR and certain sub-contractors be registered with the Labor and Industrial Division of the Department of Workforce Solutions pursuant to NMSA 13-4-13.1. If federal funds are used for the project to be undertaken pursuant to this Contract, to the

extent required by federal law, CONTRACTOR shall abide by the federal Davis-Bacon Act and other applicable federal laws.

35. Subcontractors. CONTRACTOR, if using subcontractors on this project who will be paid \$5,000 or one half of one percent of the architect's or engineer's estimate of the total project cost, whichever is greater, shall abide by all applicable requirements of the New Mexico Subcontractors Fair Practices Act, NMSA Section 13-1-31 through 13-4-42.
36. Standards. All work under this contract shall equal or exceed applicable industry and regulatory standards related to quality, durability, and fitness for intended use.
37. Warranty. In addition to other warranties provided for in the Contract Documents or required by law, and in no way diminishing such requirements, the CONTRACTOR unequivocally warrants that its entire work shall be free from defects of materials and workmanship, provided that any such defect be brought to the attention of the CONTRACTOR in writing within one (1) year after completion of the Work or after the defect was or reasonably should have been discovered by the TOWN, whichever period is later, unless a different warranty period is stipulated in the Contract Documents or provided by law.
38. Town's Rights. The TOWN has the unilateral right after giving reasonable notice in writing to:
- a. Order changes in the work within the scope of the contract;
 - b. Order temporary stoppages of work or delay performance; and
 - c. Order permissible excuses for delay or nonperformance based on the terms of this contract.
39. Compliance with Terms of Funding Documents. If part or all of the funding for the project covered by this contract is derived from a source other than the TOWN's own funds, such as loans or grants from a state or federal agency, the parties acknowledge that they are bound, in the performance of this contract by any contractual or regulatory requirements imposed by the funding agency, and hereby incorporate the terms of any such funding agreement or regulations into this contract by reference.
40. Compliance with Prompt Payment Act. The CONTRACTOR and the Town agree to comply with all applicable requirements of the New Mexico Prompt Payment Act, NMSA 1978, 57-28-1 through 57-28-11 including the following:

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

If applicable, **THE AWARD AND EXECUTION OF THIS CONTRACT WAS APPROVED AND DIRECTED BY THE TOWN COUNCIL OF THE TOWN OF TAOS AT ITS MEETING ON September 9, 2014**, as reflected in the minutes of the meeting attached hereto as ATTACHMENT A.

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

TOWN APPROVAL

Daniel Barrone, Mayor

Date signed

CONTRACTOR:

Contractor

Printed Name:

Title or Position:

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

Date signed

ATTESTED TO BY:

Renee Lucero, Town Clerk

ACCOUNTING APPROVAL:

Marietta S. Fambro
Marietta S. Fambro, Finance Director

Budget Line Item:

59-56-45003 – \$103,551.43; 59-76-45003 - \$176,090.00; 81-15-45003 - \$378,475.41

9/4/14
Date signed

APPROVED AS TO FORM:

Floyd W. Lopez
Floyd W. Lopez, Town Attorney

9/8/14
Date signed

ADMINISTRATIVE APPROVAL:

Richard Bellis, Town Manager

Date signed



September 9, 2014

Title:

Resolution 14-41 Grant Application for Rural Transportation Services

Summary:

Consideration and possible approval of Resolution 14-41 regarding an application and award for financial assistance under the USC Section 5311 of the Federal Transit Act for Rural Transportation Services estimated at \$423,440 with a Town Match of \$287,360 for Federal Fiscal Year 2015-2016 (October 1, 2015 to September 30, 2016).

Background:

Attachments:

Click to download

- ☐ [Resolution 14-41](#)
- ☐ [Transit Grant Application](#)
- ☐ [Attachment](#)



RESOLUTION 14-41

A RESOLUTION OF THE TOWN OF TAOS COUNCIL AUTHORIZING APPLICATION AND ACCEPTANCE OF GRANT FUNDING FOR RURAL TRANSPORTATION SERVICES FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$423,440 FOR OPERATIONS OF TAOS CHILE LINE FOR FEDERAL FISCAL YEAR 2015-2016

WHEREAS, the Town of Taos desires to provide public transportation services; and

WHEREAS, this funding will be used to operate various Taos Chile Line routes; and

WHEREAS, the project funding breakdown amounts to New Mexico Department of Transportation \$423,440; Town of Taos \$287,360; for a total project cost of \$743,800.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TAOS, in a duly called meeting that the grant application and agreement awarding approximately \$423,440 in New Mexico Department of Transportation Funding is hereby approved and the Mayor is hereby authorized to execute the necessary documents to complete the grant agreements.

PASSED, APPROVED and ADOPTED, this 9th day of September, 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Frederick A. Peralta	_____
Councilmember Judith Y. Cantu	_____
Councilmember Andrew T. Gonzales	_____
Councilmember George "Fritz" Hahn	_____

TOWN OF TAOS

Daniel Barrone, Mayor

ATTEST:

APPROVED AS TO FORM

Renee Lucero, Town Clerk

Floyd Lopez, Town Attorney

FY 16 APPLICATION

Section 5311 Rural Public Transit

October 1, 2015 - September 30, 2016

I. Applicant Information

Organization/ Agency:	Town of Taos
Contact Person Name and Title:	Miranda Quintana, Public Works Office Manager
Mailing Address:	400 Camino de la Placita
City, State, ZIP:	Taos, NM 87571
Physical Address:	1032 Dea Lane
Phone and Cell Number:	575-751-4459 (office) 575-770-0520 (cell)
FAX Number:	575-751-2049
E-mail Address: (Required)	mquintana@taosgov.com
Regional Planning Organization: (circle one)	<div style="display: flex; justify-content: space-around;"> NERPO MRRPO SERPO SWRPO </div> <div style="display: flex; justify-content: space-around;"> NPRPO NWRPO SCRPO </div>
Applicant Signature and Date Signed:	
Please Print Name and Title	Miranda Quintana, Transit Superintendent
DUNS Number	122866882

II. Summary of Budget Request

Please enter the dollar amount of your application request (Administration, Operating, and Capital) in the appropriate column below. This information should come directly from the budget pages in Section III of this application.

	Total	Federal Share	Local Share
Administrative (80/20)	*\$146,800	\$117,440	\$29,360
Operating (50/50)	**\$517,000	\$242,000	\$242,000
Capital (80/20)	***\$80,000	\$64,000	\$16,000
TOTAL	\$743,800	\$423,440	\$287,360

Capital Breakdown

	Total	Federal Share	Local Share
Capital to Subgrantee	\$80,000	\$64,000	\$16,000
Capital to Vendor			
List vendor if utilizing Capital to Vendor (if applicable)			
TOTAL should equal 'Capital' amt. above	\$80,000	\$64,000	\$16,000

Capital to Vendor – When you purchase capital using a state approved price agreement. You will make a check to the awarded vendor for the 20% local share, and send the check to NMDOT's Transit and Rail Division. At delivery, your check is given to the vendor, and NMDOT is billed for the difference.

Capital to Subgrantee – When you purchase any approved capital item that is not on a state price agreement, including large buses, radios, and other requested capital. You will initially pay 100% of the purchase. Upon submitting the appropriate documentation to the Transit and Rail Division, you will be reimbursed 80%.

THIS IS NOT AVAILABLE FOR NON-PROFIT ORGANIZATIONS

III. Financial Information

A) ADMINISTRATIVE BUDGET

Please justify any line item greater than 20% or if no item is greater than 20% indicate "NONE" in space provided below.

ELIGIBLE ADMINISTRATIVE COSTS:

ITEM DESCRIPTION	2014 ACTUAL EXPENDITURES	2015 APPROVED BUDGET	2016 PROJECTED EXPENDITURES
1-01-00 Salaries and Wages			
1-01-05 Director	\$2,000	\$39,000	\$39,000
1-01-10 Managers			
1-01-12 Financial Manager			
1-01-15 Clerical Support Staff			
1-01-20 Accounting Staff			
1-01-25 Administrative Assist.	\$26,000	\$28,000	\$28,000
1-01-30 Village Administrator			
1-01-35 CFO			
1-01-40 Salary Adjustments			
1-01-45 Chief Exec. Officer			
1-01-50 Transp. Coordinator			
1-01-55 Public Works Dir.			
1-01-60 Janitor			
1-01-65 Temporary			
1-02-00 Fringe Benefits	\$11,000	\$27,000	\$27,000
1-02-05 FICA			
1-02-10 PERA Retirement			
1-02-15 Health Insurance			
1-02-20 Unemployment Ins.			
1-02-25 Workman's			
1-02-30 Other Fringe Benefits			
1-03-00 Communications			
1-03-05 Fax Machine			

1-03-10 Internet Subscription Services	\$6,500	\$7,000	\$7,000
1-03-15 Postage	\$0	\$150	\$140
1-03-20 Telephone			
1-03-25 Cell Phone	\$1,300	\$1,800	\$1,800
1-03-30 Radio			
1-03-35 Repeater Fees			
1-04-00 Contractual Services			
1-04-05 Audit			
1-04-10 Advertising	\$3,000	\$10,000	\$9,000
1-04-15 Equipment Rental			
1-04-20 Contractual Services- Other			
1-04-25 Contractual Services- Janitorial			
1-05-00 Dues and Subscriptions			
1-05-05 NMPTA	\$200	\$200	\$200
1-05-10 SWTA			
1-05-15 Transit Publications			
1-05-20 (CTAA)	\$300	\$290	\$300
1-06-00 Equipment			
1-06-05 Equipment Lease	\$350	\$360	\$360
1-06-10 Equipment Repair			
1-06-15 Computer			
1-07-00 Insurance	\$15,000	\$15,000	\$15,000
1-07-05 Buildings and Contents			
1-07-10 Gen. & Emp. Liability Ins.			
1-07-15 Surety & Fidelity Bonds			
1-07-20 Claims Deductible			
1-07-25 Vehicle Insurance			
1-08-00 Occupancy Costs			
1-08-05 Office Rent			
1-08-10 Utilities	\$11,000	\$10,000	\$11,000
1-08-20 Building Maintenance	\$3,000	\$2,000	\$2,000
1-09-00 Personnel Costs			
1-09-05 Drug & Alcohol Testing	\$500	\$1,000	\$1,000
1-09-10 Physicals		\$1,000	\$1,000
1-09-15 Hepatitis Vaccinations			
1-10-00 Printing/Copying Costs			
1-10-05 Printing	\$2,000	\$2,500	\$2,500
1-10-10 Copying			
1-11-00 Supplies			
1-11-05 Office Supplies	\$3,000	\$4,000	\$4,000
1-11-10 Furn. & Equipment under \$500			
1-11-20 Janitorial Supplies			
1-12-00 Training			
1-12-05 Training	\$600	\$2,500	\$2,500
1-13-00 Travel	\$250	\$2,000	\$2,000
1-13-05 Mileage			
1-13-10 Public Transport Fares			
1-13-15 Per Diem			
1-13-20 Registration Fees			
1-13-25 Lodging and Meals			
1-13-30 Other			
1-14-00 Indirect Costs			
1-14-05 Indirect Cost			
TOTAL ELIGIBLE COSTS	\$79,500	\$146,800	*\$146,800

NOTE: No item listed as "Other" will be considered. Please be specific in line item.
 * This number should match the number entered on Page 1, Section II – Summary of Budget Requested

LOCAL SHARE SOURCES: Specify source, i.e., "fare box," "GRT," not a dollar amount.			
TOTAL LOCAL SHARE (20%)	\$15,900	\$29,360	\$29,360
FEDERAL SHARE (80%)	\$63,600	\$117,440	\$117,440

B) OPERATING BUDGET

Please justify any line item greater than 20% or if no item is greater than 20% indicate "NONE" in space provided below.

ELIGIBLE OPERATING COSTS

ITEM DESCRIPTION	2014 ACTUAL EXPENDITURES	2015 APPROVED BUDGET	2016 PROJECTED EXPENDITURES
2-01-00 Salaries and Wages			
2-01-05 Supervisor			
2-01-10 Drivers	\$180,000	\$220,000	\$235,000
2-01-15 Mechanics	\$32,000	\$30,000	\$32,000
2-01-20 Dispatcher			
2-01-25 Janitor			
2-01-30 Salary Adjustment			
2-01-35 Overtime			
2-01-40 Mechanic Supervisor			
2-01-45 Auto Parts Clerk			
2-01-50 Maintainer			
2-01-55 Accountant			
2-01-60 Laborer			
2-02-00 Fringe Benefits	\$110,000	\$90,000	\$95,000
2-02-05 FICA			
2-02-10 PERA Retirement			
2-02-15 Health Insurance			
2-02-20 Unemployment Insurance			
2-02-25 Worker's Compensation			
2-02-30 Other			
2-03-00 Communications			
2-03-05 Cell Phone			
2-03-10 Telephone			
2-03-15 Radio Repeater			
2-03-20 Mobile Radio			
2-03-25 Radio			
2-04-00 Contractual Services			
2-04-05 Maint. - Mach. and Equip.			
2-04-10 Equipment Rental			
2-04-15 Contractual Services - Other			
2-04-20 Transit Services			

2-05-00 Equipment			
2-05-10 Assigned Vehicle Use			
2-05-15 Equipment Rental			
2-06-00 Occupancy Costs			
2-06-05 Building Maintenance			
2-06-10 Operational Rent			
2-06-15 Utilities			
2-06-20 Building Insurance			
2-06-25 Building and Grounds			
2-07-00 Personnel Costs			
2-07-05 Uniforms	\$3,000	\$5,000	\$5,000
2-07-10 Hepatitis Vaccinations			
2-07-15 Physicals			
2-08-00 Supplies			
2-08-05 Shop Supplies	\$2,500	\$4,000	\$4,000
2-08-10 Furn. & Equip. under \$500			
2-08-15 Printing			
2-09-00 Training	\$1,000	\$3,000	\$3,000
2-09-05 Training			
2-10-00 Travel	\$2,500	\$3,000	\$3,000
2-10-05 Mileage			
2-10-10 Public Transport Fares			
2-10-15 Per Diem			
2-10-20 Registration Fees			
2-10-25 Lodging & Meals			
2-10-30 Other			
2-11-00 Vehicle Costs			
2-11-05 Fuel	\$76,000	\$76,458	\$77,000
2-11-10 License & Fees			
2-11-15 Oil & Lubricants	\$4,000	\$7,000	\$7,000
2-11-20 Replacement Parts	\$18,000	\$25,000	\$25,000
2-11-25 Tires	\$5,000	\$8,000	\$8,000
2-11-30 Vehicle Maintenance	\$7,500	\$8,000	\$8,000
2-11-35 Vehicle Painting			
2-11-40 Vehicle Interior Maintenance			
2-11-45 Freight			
2-11-50 Vehicle Repair	\$0	\$15,000	\$15,000
2-12-00 Indirect Costs			
2-12-05 Indirect Costs			
TOTAL ELIGIBLE COSTS	\$441,500	\$494,458	\$517,000

(Operating Continued)			
REVENUES (specify)			
Fare Box Revenues (only fare box revenues reduced from Operating)	\$40,000	\$40,000	\$33,000
TOTAL REVENUES	\$40,000	\$40,000	\$33,000
NET OPERATING COSTS (total Operating less fare box revenues)	\$401,500	\$454,458	**\$484,000

NOTE: ****** This number should match the number entered on Page 1, Section II – Summary of Budget Request

LOCAL SHARE SOURCES: Specify source, i.e., “fare box,” “GRT,” not a dollar amount.

Fare box, Lodgers Tax and Bus Advertising			
LOCAL SHARE TOTAL (50%)	\$200,750	\$227,229	\$242,000

FEDERAL SHARE (50%)	\$200,750	\$227,229	\$242,000
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C) CAPITAL BUDGET

ELIGIBLE CAPITAL COSTS

ITEM DESCRIPTION	2014 ACTUAL EXPENDITURES	2015 APPROVED BUDGET	2016 PROJECTED EXPENDITURES
3-01-00-Capital Costs			
3-01-05 Buildings			
3-01-10 Computers			
3-01-15 Furniture & Fixtures			
3-01-20 Radios & Base Stations			
3-01-25 Other Capital Expenses			
3-01-30 Benches/Signage			
3-01-35 Passenger Bus			
3-01-40 Surveillance System			
3-01-45 15 Passenger Van (W/Lift)			\$80,000
3-01-50 15 Passenger Van (W/O Lift)			
3-01-55 Bus Shelters		\$98,000	
3-01-60 Mobile Radios			

TOTAL ELIGIBLE COSTS *****\$80,000**

NOTE: ******* This number should match the number entered on Page 1, Section II – Summary of Budget Request

LOCAL SHARE SOURCES - Specify source, i.e., “fare box,” “GRT,” not a dollar amount.

Lodgers Tax, Gross Receipts Tax and Bus Advertising			
TOTAL LOCAL SHARE (20%)	\$0	\$19,600	\$16,000
FEDERAL SHARE (80%)	\$0	\$78,400	\$64,000

PROGRAM JUSTIFICATION

It is the Mission of the Town of Taos Transit Division to provide a dependable and efficient alternate mode of transportation for the residents and visitors of Taos. Our goals are to be in compliance with Federal, State, and Local Regulations; to identify strategies to increase ridership among students, senior citizens, visitors, and individuals with disabilities; and to work with social agencies and other transportation providers to increase public awareness.

The Taos Public transit system was instituted in response to the community's interest in improving mobility for local residents as well as tourists. The Taos Public Transportation Task Force addressed the need for improving public transportation in the Taos area. The task force developed an extensive list of recommendations for improving the mobility of local residents and tourists while preserving the authentic and historic character of Taos.

Although there were insufficient local funds to implement all of these recommendations, our basic system has been operating since March 1996, utilizing Lodgers' Tax revenues and Section 5309 and Section 5311 funds. The system primarily operates within the town limits and is being operated by the Town of Taos Public Works Department.

The Town of Taos, including the Taos Pueblo, has a population of 1,135* year-round residents. Taos County has an overall year round population of 32,937*. Prior to implementation of the bus system, the local transportation providers in the area focused their efforts on providing transportation for tourists and for meeting critical transportation needs of local senior citizens, social service agency clients, and medicaid recipients. With the exception of the Senior Center, who provides transportation exclusively for senior citizens, transportation was not available for the general public for trip purposes such as shopping, recreational, personal, business, and non-medicare reimbursed medical trips.

Individuals without ready access to an automobile for transportation are most in need of alternative transportation options. According to the 2010 US Census Data Taos County is home to 32,937 residents, 17.1% of the population is over 65 years of age. The 2008-2012 American Community Survey 5-year Estimates relay that 23.9% of Taos County residents have incomes below the poverty level, and 1.7% of workers commute to work by Public Transportation.

In addition to providing transportation alternatives for local residents, expanded public transportation services will improve mobility for local residents by reducing the impact of the area's tourist population on our local road network.

Taos is a nationally and internationally known year-round resort community. Taos Pueblo, Taos Ski Valley, The Carson National Forest, the historic Taos Plaza, and world-renowned artisans attract an estimated 150,000 visitors per year to the area. Tourism based, service related industry is the mainstay of Taos' economy, with 50 Bed & Breakfasts and 40 motels with more than 3,000 rooms countywide, and 80 eating establishments.

Taos Ski Valley, Inc. (TSV), located 20 miles northeast of Taos, attracts most of the winter visitors. Virtually, all TSV visitors access the valley through the Historic Taos District, to State Route 150. During ski season, from Thanksgiving through the second weekend in April, skiers are the major contributors to heavy traffic congestion in these areas, especially during peak morning and afternoon periods. Year round residents of areas along State Route 150 have expressed strong concerns about the impact of heavy traffic on their rural neighborhoods, including the safety of walking along the Route.

Our local transportation division provides a seasonal bus extension from the Town of Taos to Taos Ski Valley. These services are attracting many employees and skiers, and these services have been integrated with our regular fixed-route service annually, during the months of December through April.

The Town of Taos is currently working with NCRTD to transfer operations of what has been known as the Taos Express Service to NCRTD. This service provides transportation between Taos and Santa Fe.

The Town of Taos is also working with NCRTD to transfer operations of the Klauer Route service to the Chile Line. The addition of this service will result in four stops between the University of New Mexico – Taos' downtown campus and their Klauer campus. Details of the route are still being determined, but it is anticipated that the route will run four times daily Monday through Friday during the academic school year.

All program staff take full advantage of training offered by NMPTA, CTAA, SWTA and other local entities. The driver staff is extremely experienced. We have several school bus and commercial drivers, active and retired, with many years of safe records. The Town of Taos makes training and certifications available to all staff of the Transit Division. The NM Self-Insurers fund provides an extensive on-site training schedule offering such topics as defensive driving, drug and alcohol awareness, blood borne pathogens, CPR and First Aid, sexual harassment, Winter Driving Stress and working in confined spaces. As other applicable trainings become available, drivers are encouraged to attend.

The funding level we are requesting is needed to allow the Town of Taos to keep all the existing routes running. This public transit system fills a great need for the community allowing people mobility, access to educational institutions, and quality of life. It offers alternative transportation to eliminate the number of vehicles on the road. In the past years it has allowed people to travel to and from work, which would normally not be able to do so due to the lack of transportation.

The transit division staff is committed to providing professional transportation services to our local residents and visitors alike.

*Data retrieved from the 2010 Census and the 2008-2012 American Community Survey 5-year Estimates via American Fact Finder (<http://factfinder2.census.gov>).



September 9, 2014

Title:

Resolution 14-46 Waiver of Immediate Family Member

Summary:

Consideration and possible approval of Resolution 14-46; Waiving the provisions of NMSA 1978, Section 13-1-190, regarding contracting with an immediate family member of a Town of Taos employee. The Town of Taos proposes to contract with Jim Fambro, related to Marietta Fambro, to perform certain Alternate Municipal Judge services for the Town of Taos.

Background:

Attachments:

Click to download

📎 [Resolution 14-46](#)



RESOLUTION 14-46

A RESOLUTION OF THE TOWN OF TAOS, WAIVER OF EMPLOYEE OR IMMEDIATE FAMILY MEMBER CONTRACTING WITH THE TOWN OF TAOS

WHEREAS, NMSA 1978, Section 13-1-190, makes it unlawful for a public employee to participate directly or indirectly in a procurement when the employee knows that the employee or any member of his/her immediate family has a financial interest in seeking or obtaining a contract; and

WHEREAS, NMSA 1978, Section 13-1-193, makes it unlawful for a public employee who participates directly or indirectly in the procurement process to become or to be the employee of any person or business contracting with the government body by whom he/she is employed; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-194, the Town may waive restrictions set forth in the above Sections by publicly disclosing the contemporaneous employment and/or financial interest of an employee or their immediate family member when the procurement can be conducted and the contract can be performed without actual or apparent bias or favoritism, and participation by the employee or immediate family member is in the best interest of the Town; and

WHEREAS, the Town is proposing to contract with Jim Fambro, related by to Marietta Fambro, an employee of the Town.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Taos:

The Town hereby waives Section 13-1-190 and 13-1-193 as they may relate to Jim Fambro and to Marietta Fambro, a Town employee by allowing Jim Fambro to contract with the Town of Taos as long as the Town complies with the Procurement Code in all applicable areas and the Town gives no apparent or actual bias or favoritism.

BE IT FURTHER RESOLVED that the Town Council through adoption of this Resolution is publicly disclosing the contemporaneous employment and/or financial interest and relationship of an employee or his immediate family member in contracting with the Town of Taos;

It is in the best interest of the Town of Taos to contract with Jim Fambro to perform certain Alternate Municipal Judge services for the Town of Taos.

PASSED, RESOLVED and APPROVED this 9th day of September, 2014 at the Regular Meeting of the Town of Taos Council.

Mayor Pro Tem Frederick A. Peralta	_____
Councilmember Judith Y. Cantu	_____
Councilmember George “Fritz” Hahn	_____
Councilmember Andrew T. Gonzales	_____

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

APPROVED AS TO FORM

Renee Lucero, Town Clerk

Floyd W. Lopez, Town Attorney



September 9, 2014

Title:

Public Informational Meeting Report

Summary:

Report on the Public Informational Meeting regarding the airport safety improvement project.

Background:

Attachments:

[Click to download](#)

No Attachments Available



September 9, 2014

Title:

Status Report

Summary:

Status report on 114 Civic Plaza Drive.

Background:

Attachments:

Click to download

📎 [memo](#)

MEMO

DATE: September 5, 2014

TO: Rick Bellis

FROM: Steve Kennebeck, Facilities Services Director

Re: Estimate of Work Necessary at El Pueblo Hall, 114 Civic Plaza Drive

At your request a building assessment was conducted today of El Pueblo Hall by Juli Skansi, Buildings Superintendent that will be sent to you separately. You also asked for a list of renovation issues and estimated costs. Below is the list. I provide it with the caveat that the estimates are “back of the envelope” from Juli and I and not based on formal quotes from contractors.

Roof replacement	\$180K (we do have a quote for this amount)
Swamp coolers (2)	\$4K
Replaster exterior	\$40K
Exterior wood work	\$4K
Landscaping	\$5K
Window replacement	\$20K
Restroom renovation (4)	\$25K
TOTAL	\$278K

This list does not contain an estimate for the replacement of the electric panel for the building which was not inspected. They were not able to gain access. Minor interior renovations would be required as well such as light fixture replacement, ceiling tile replacement, carpet cleaning and painting but this could be accomplished in-house at low cost. Another consideration is asbestos abatement. Juli discovered exposed, broken vinyl composite tile in the restroom floors and janitor closet that may contain asbestos and/or possibly the tile adhesive may. These issues would add to the total renovation cost above.

We have requested quotes for an appraisal of the building which may be in the \$4K - \$7K range. We’re told the appraisal would take 4-6 weeks upon contract completion.



September 9, 2014

Title:

2016-2020 Infrastructure Capital Improvement Plan

Summary:

Discussion regarding a Special Meeting on September 11, 2014 at 9:00 a.m. to review and approve the 2016-2020 Infrastructure Capital Improvement Plan.

Background:

Attachments:

[Click to download](#)

No Attachments Available



September 9, 2014

Title:

Appointment to Lodgers Tax Advisory Board

Summary:

Consideration and possible appointment to the Lodgers Tax Advisory Board (LTAB); recommendation of LTAB – Laurie Moreau.

Background:

Attachments:

Click to download

📎 [Resume](#)

Laurie Moreau
PO Box 1942
El Prado, NM 87529
laurie.moreau@prismhotels.com

PROFESSIONAL EXPERIENCE:

Director of Sales, Sagebrush Inn & Suites, July 2012 - Current. Responsible for all sales-related activities, including direct sales efforts, follow-up and proper sales administration. Responsible for growing existing accounts and generating new business to ensure that Rooms revenues and Catering revenues meet or exceed budget in order to maximize revenue and profits, and to improve the hotel's performance in the marketplace. Develop and manage departmental budget and monitor sales activities/performance to ensure actual sales meet or exceed established revenue plan and to accurately report variances/projections. Direct the scheduling of conventions and group activities at the hotel develop hotel-level tactical sales and marketing plans to support overall system-wide sales plans/strategies and programs.

Sales Manager/Group Coordinator, Ojo Caliente Mineral Springs Resort & Spa, August 2010 through July 4, 2012. Coordinated all group business as a one-person sales department which increased resort group business by 50%. Worked to ensure maximum resort profitability while maintaining a strong customer service orientation. Responsibilities included responding to inquiries, customizing proposals, drafting and executing group contracts, invoicing and receiving payments and successful completion of group events. Coordinated client events by communication of resort and contract requirements with departments responsible for daily operations. Conducted site visits and resort tours. Forecasted group revenue, booked function space, traced multiple action items to insure success. Supervised part-time and full-time assistants. **Executive Assistant**, Ojo Caliente Mineral Springs Resort & Spa, March 2008 through August 2010. Managed donations and Pueblo Elder Program. Resolved guest complaints with successful turnaround of many to become repeat guests. Managed contact database, assisted with e-mail campaigns, handled confidential & non-routine information. Worked within a team on special projects and standard operations. Created spreadsheets for seasonal specials and packages showing allocations. Toured VIPs and assisted with marketing efforts, FAMS, and updated website. Managed and curated artwork on consignment.

Catering & Conference Services Manager, El Monte Sagrado Living Resort and Spa, Taos, NM. July 2005 through February 2008. Booked and managed catered events and rental of group facilities through response to inquiries and cold calling, from proposal to completion, including contract and banquet event orders. Ensure proper execution of all group events, working closely with clients. In first year, booked 200% more holiday parties than in the year previous. Give site visits. Manage donation requests and gift certificates, collateral and other various administrative tasks. Created ad hoc sales tools as needed.

Assistant to the General Manager, El Monte Sagrado. April 16, 2003 to July 2005. Managed donation requests and related correspondence, in-room compendium, office supplies and collateral. Assisted with the execution of special events, maintained resort tour script and art information. Provided VIP tours of resort.

Hotline Consultant, ACS, Lexington, KY. July 2000 to February 2003. Telecommuted from Valdez, NM. Worked closely with hotline team to resolve client reported problems with ACS Justice Software, providing ad hoc training, testing and verification of alleged software defects, and peer testing of defect corrections. Participated in team reviews of modification specifications, and provided grammatical and other edits.

PROFESSIONAL EXPERIENCE continued

Project Manager, ACS, Lexington, KY. July 2000 to July 2002. Managed implementations of courts' projects according to project plans, utilizing common services methodology for the purpose of delivering implementation services and products. Responsible for project planning, tracking and budgeting, and scheduling of resources. Cultivated relationships with clients with weekly phone conferences and monthly site visits. Forecast revenue expected and collected on accounts receivable. Worked with professional services team to resolve issues confronting projects.

Project Manager, Business Practice Consultant and Trainer, Progressive Solutions, Inc., Salt Lake City, UT. February 1998 to May 28, 2000. Telecommuted from Santa Fe, NM. Managed statewide project with New Mexico and smaller implementations in smaller courts, including the New Mexico Supreme Court and Court of Appeals. Managed strategic delivery of defect fixes in regularly scheduled builds to clients. Supervised and participated in validations and system testing. Conducted business practice analysis sessions with clients and present classes on managing change at yearly users' conference. Conducted user training classes in a variety of court jurisdictions, states and provinces. Wrote curriculum and help text. Collected modification requirements from clients. Participated in reviews of proposed modifications to the application with system architect with an eye to the impact of such changes on existing clients.

Court Analyst, Judicial Information Division, Administrative Office of the Courts, Santa Fe, NM. March 1997 to February 1998. Supported and analyzed needs of Case Management Application User Group, including implementation of table entries, standardizing forms and reports and statistical reporting. Wrote, tested, reviewed, and edited procedures with appropriate input from users. Successfully empowered users to take greater responsibility for user group activity and policy. Worked with the Judges' User Group to meet their automation needs and to clarify procedural questions. Wrote bimonthly Technical Update to alert users to new or modified procedures and other user issues. Advocated for agency in state legislature. Provided assistance for differentiated case management grant in selected courts.

Training Specialist, Judicial Information Division, Administrative Office of the Courts, Santa Fe, NM. April 12, 1996 to March 1997. Conducted application training for court users in statewide automation project. Revised and developed new training materials. Creatively and appropriately managed attitudinal and technical pressures in the classroom. Coordinated training and planning with team of coworkers, vendor, contractors and users. Analyzed and documented problems with application and database.

Bill Analyst, Speaker of the House, Representative Raymond G. Sanchez, Santa Fe, NM. January 8 to March 1, 1996. Advised and assisted the Speaker of the House and majority party legislators. Responded to constituents and lobbyist/advocates in a timely and appropriate manner on politically sensitive matters. Supervised intern and pages. Assisted in managing legislation through committee and floor process. Wrote certificates of congratulations and condolence, news releases, responses to constituent mail, and speeches. Analyzed proposed legislation and policy statements.

Administrative Associate, The Santa Fe Opera, Santa Fe, NM. 1993 to 1995. Coordinated board of directors' and committee meetings, dinners and special events. Developed relationships with donors and volunteers. Staffed board committees. Wrote and managed correspondence and projects for executive director and board leadership. Maintained minutes and records of organizations. Conducted tours of theater grounds.

PROFESSIONAL EXPERIENCE continued

Communications Director, The United Way, Inc., Amarillo, TX. 1990 to 1992. Managed all facets of media relations and marketing. Wrote news releases and feature stories for publication. Wrote, designed and produced campaign materials utilizing desktop publishing. Wrote and produced award winning videos and public service announcements for radio and television. Conducted weekly meetings of volunteer committees, successfully producing complex special events with favorable customer response. Assessed needs of volunteers and trained them for speakers' bureau based on that assessment. Supervised staff and volunteers. Frequent guest radio DJ to promote United Way programs.

Legislative Assistant, Senator Hector Uribe, Texas Senate, Austin, TX. 1989 to 1990. Managed media, constituent relations. Wrote speeches, news releases and correspondence. Analyzed legislative proposals. Responsible for significant legislation including education finance reform and insurance reform; tasks included drafting bills and amendments to legislation, fiscal analysis and mediation between varied constituent interests. Spoke to community groups. Supervised staff.

Legislative Aide, Senator Bill Sarpalius, Texas Senate, Amarillo/Austin, TX. 1986 to 1988. Resolved constituent problems and improved relationships with state agencies, local officials and constituents. Responsible for constituent correspondence and phone calls. Oversaw legislation of local impact from inception to passage. Analyzed legislation.

EDUCATION:

Master of Arts, Oklahoma State University, Stillwater, OK. Political Science (Comparative Politics, International Relations and Spanish), 1985. GPA 4.0.

Bachelor of Science with Honors, Oklahoma State University, Stillwater, OK. Political Science, Latin American Area Studies Certificate, 1983. GPA 3.89.

Amarillo College, Amarillo, TX. Radio and television major/courses.

ACTIVITIES:

Taos County Lodgers' Tax Advisory Board member, 2009 – 2011.

Wedding Officiant since 2002. www.joyfulweddingcelebrations.com

Weekly Radio Talk-show Host on KTAOS, 2002 – 2003.

Bird-watching Survey for Ojo Caliente Mineral Springs Resort & Spa, with Rivers & Birds director Roberta Salazar, 2012.



September 9, 2014

Title:

North Central Regional Transit District

Summary:

Discussion, consideration, and possible action regarding authorizing the establishment of a date for a Public Hearing to receive public input and provide information with regards to consideration of the Town of Taos applying for membership in the North Central Regional Transit District (NCRTD) and appointing a Director and alternate to represent the Town there on.

Background:

Attachments:

Click to download

☐ [Resolution 14-45](#)

☐ [Resolution 14-47](#)



RESOLUTION 14-45

A RESOLUTION TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER OF THE DISTRICT AND TO PARTICIPATE IN THE AFFAIRS OF THE DISTRICT

WHEREAS, the purpose of the North Central Regional Transit District (the “District”) is to serve the residents within District boundaries by providing for the creation of the Regional Transit District; provide a choice of transportation alternatives for goods, services, jobs, and activities of the community; and finance, plan, construct, operate, maintain and promote a regional public transit system.

WHEREAS, the Legislature of the State of New Mexico has passed legislation and the Governor has signed into law, the “Regional Transit District Act;” and

WHEREAS, public transportation is a critical component of multimodal transportation systems; and

WHEREAS, statewide, multimodal transportation systems improve access to education and jobs and provide a foundation for New Mexico’s economic prosperity; and

WHEREAS, expanded public transit services help rural and urban New Mexico optimize available regional services; and

WHEREAS, a statewide connection of regional transit district would improve local and state connections; and

WHEREAS, regional public transit would enable increased federal investment in New Mexico; and

WHEREAS, multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health; and

WHEREAS, coordinated regional public transportation would help sustain New Mexico’s cultural diversity; and

WHEREAS, regional transit districts function to coordinate public transit services and connect all forms of existing and proposed transportation services provided by different levels of government and various jurisdictions, resulting in decreased operational costs to participating jurisdictions and improved and increased services to residents of those areas served; and

WHEREAS, improved public transportation services in New Mexico would extend the life of existing roads, highways, and regional transit services, and protect current and future investment in the region's transportation infrastructure, therefore:

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

Section 1. The Town of Taos shall join the North Central Regional Transit District as a voting member of the District, and participate in the affairs of the District by appointing a representative, and a designee to the Board of Directors.

Section 2. The Town of Taos approves and authorizes the Mayor to execute the Intergovernmental Agreement establishing the District, and any other relevant documents affecting the legal status of the District, and directs staff to actively work toward establishing funding for the said District in order to deliver ongoing regional public transportation services.

PASSED, APPROVED and ADOPTED, this 9th day of September 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Judith Y. Cantu	_____
Councilmember George "Fritz" Hahn	_____
Councilmember Frederick A. Peralta	_____

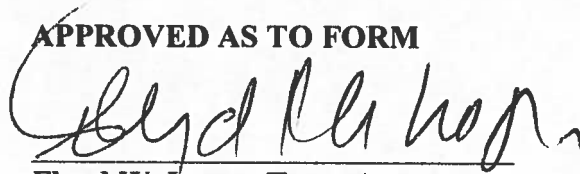
TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM



Floyd W. Lopez, Town Attorney



RESOLUTION 14-47

RESOLUTION AUTHORIZING AND DIRECTING PUBLICATION OF THE TIME, DATE AND MEETING PLACE FOR DISCUSSION, CONSIDERATION AND ACTION OF PROPOSED RESOLUTION 14-45 TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER AND TO PARTICIPATE IN THE AFFAIRS OF THE DISTRICT

WHEREAS, Section 73-25-4 (C) NMSA 1978 establishes the publication and public hearing requirements for governmental units prior to entering into a contract for the creation of a Regional Transit District;

WHEREAS, the Town of Taos wishes to consider joining the North Central Regional Transit District as a voting member of the District, and participate in the affairs of the District by appointing a representative, and a designee to the Board of Directors

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

1. Notice to be published in the Taos News that the Town of Taos Council will meet on _____, 2014 at 1:00 p.m. in the Town of Taos Council Chambers, 120 Civic Plaza Drive to discuss, consider and act upon the proposed Resolution 14-45. The Notice shall be published no less than ten (10) days prior to the hearing.
2. The title and a general summary of the subject matter of the proposed Resolution which shall be prepared by the Town Attorney shall be published in the Taos News on September _____, 2014. The Town Clerk shall make the necessary arrangements for publication.
3. The full text of the proposed Resolution shall be available for inspection and copying at a reasonable copying charge at the office of the Town Clerk.
4. The notice shall include language providing contact information for individuals with disabilities who require assistance to attend or participate in the meeting.

PASSED, APPROVED and ADOPTED, this ____ day of _____ 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew T. Gonzales	_____
Councilmember Judith Y. Cantu	_____
Councilmember George "Fritz" Hahn	_____
Councilmember Frederick A. Peralta	_____

Resolution

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM

Floyd W. Lopez, Town Attorney



September 9, 2014

Title:

Arts and Cultural District/Main Street District

Summary:

Discussion, consideration and possible action regarding the Taos Arts and Cultural District (TACD) and Taos Main Street District (TMSD). May include a presentation by the TACD/TMSD and question and answer session between the Council and TACD Board.

Background:

Attachments:

[Click to download](#)

No Attachments Available