



AGENDA
February 10, 2015
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. January 13, 2015 Regular Meeting Minutes**
 - B. January 16, 2015 Special Meeting Minutes**
 - C. January 26, 2015 Work Study Meeting Minutes**
 - D. January 27, 2015 Work Study Meeting Minutes**
 - 7. AWARDS AND RECOGNITIONS**
 - A. Employee of the Month**

Presentation of a certificate of acknowledgement to Sgt. Jani Davis - Town of Taos
February Employee of the Month
 - 8. PRESENTATIONS**
 - A. 2015 Paseo**

Presentation on the 2015 Paseo; Matt Thomas, Director
 - B. Tree Lighting Expenses**

Final report on tree lighting expenses: Mitch Miller
 - 9. CITIZENS FORUM - Citizens wishing to speak shall have the opportunity to do so for 5 minutes. No action may be taken**
 - 10. PUBLIC HEARINGS**

A. CDBG Planning Grant

The purpose of the public hearing will be to receive public input on community development needs and suggestions for future CDBG planning projects. NO ACTION WILL BE TAKEN DURING THE PUBLIC HEARING.

11. MATTERS FROM STAFF

A. Selection of Project for 2015 CDBG Planning Grant

Consideration and possible selection of a project for the 2015 Community Development Block Grant Planning Grant application.

B. Resolution 15-07 Authorizing the Submission of a CDBG Grant Application

Consideration and approval of Resolution 2015-07 authorizing the submission of a CDBG program application in the amount of \$500,000 for the repair of the Youth and Family facility. Furthermore, the resolution identifies a cash match of \$50,000 from the Facilities Improvement Fund.

C. Resolution 15-06 Mid-Year Budget Adjustments

Consideration and possible approval of Resolution 15-06; Mid-year budget adjustment request for various departments.

D. UNM Purchase of Taos Convention Center

Discussion, consideration and possible approval of an encroachment agreement, an encroachment and non-exclusive access easement agreement and an amendment to the UNM purchase and sale agreement, all involving the Taos Convention Center.

E. Resolution 15-08 Regarding Storm Drain at UNM Health Science Center

Discussion, consideration and possible approval of Resolution 15-08 allowing continued use Town of Taos storm drain for the draining of runoff from UNM Health Sciences Center, 121 Civic Plaza Drive, Taos, New Mexico.

F. Domestic Violence Lease with Community Against Violence

Discussion, consideration and possible approval of Lease Agreement with Community Against Violence for a Domestic Violence Shelter at 945 Salazar Compound, Taos, New Mexico.

G. Other Matters

12. TOWN MANAGER'S REPORT

A. Town of Taos Municipal Local Economic Development Act (LEDA) Ordinance

Discussion and direction to staff to publish and establish a date for a public hearing.

B. Public Forum on Downtown Issues, Thursday, February 12th at 6 pm

Informational item.

C. Other Matters

13. MATTERS AND REPORTS FROM THE MAYOR

A. Appointment to Holy Cross Hospital Nominating Committee

Appointment of a member to the Holy Cross Hospital Nominating Committee for one year.

B. Lease agreement to Taos County for the Ancianos Senior Center

Discussion, consideration and possible approval of a lease of the physical facility and grounds, with certain provisions, for the improvement, maintenance and continued operation of the site as a Senior Citizen Center.

C. Other Matters

14. MATTERS AND REPORTS FROM THE COUNCIL

A. Other Matters

15. EXECUTIVE SESSION

A. WATER RIGHTS

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decision regarding the purchase of water rights. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)(8), which allows the discussion of purchase, acquisition or disposal of water rights.

16. 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://taos.novusagenda.com/agendapublic/>*



February 10, 2015

Title:

January 13, 2015 Regular Meeting Minutes

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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MINUTES
January 13, 2015
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, Andrew T. Gonzales
Councilmember, Frederick A. Peralta
Councilmember, George "Fritz" Hahn
Councilmember, Judith Y. Cantu

Also present were:

Town Manager, Richard Bellis
Town Attorney, Floyd Lopez
Town Clerk, Renee Lucero

3. PLEDGE OF ALLEGIANCE

Phillip Econom led the audience in the Pledge of Allegiance.

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

Item 8.B - Presentation by the Taos Arts Council was removed from the agenda.
Councilmember Peralta made a motion to approve as amended. Councilmember Hahn seconded the motion. The motion Passed. The Councilmembers voted as follows:
Ayes: Cantu , Gonzales , Hahn , Peralta .

Floyd Lopez, Town Attorney, stated the Town Council met in a duly noticed closed session on

1 December 22, 2014 at 10:00 a.m. at the Town Hall Executive Conference Room to discuss
2 pending and/or threatened litigation pursuant to the Open Meeting Act exemption 10-15-1(H)
3 (7), which allows for discussion of pending or threatened litigation. He further stated
4 discussion in the Executive Session was limited to the items as they were called for and no
5 action was taken.

6 **Councilmember Gonzales made a motion to accept Mr. Lopez's report.**
7 **Councilmember Hahn seconded the motion. The motion was Passed. Those voting**
8 **AYE were: Councilmembers: Cantu, Gonzales, Hahn and Peralta.**
9

10 **Councilmember Cantu made a motion to schedule a Special Meeting on Friday,**
11 **January 16, 2015 to discuss the Town Manager's employment. Councilmember**
12 **Peralta seconded the motion. The motion Passed. The Councilmembers voted as**
13 **follows: Ayes: Cantu, Gonzales, Peralta. Nays: Hahn.**

14 **6. APPROVAL OF MINUTES**
15

16 **A. December 9, 2014 Regular Meeting Minutes**
17

18
19 **Councilmember Gonzales made a motion to approve. Councilmember**
20 **Peralta seconded the motion. The motion Passed. The Councilmembers**
21 **voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .**

22 **B. December 16, 2014 Special Meeting Minutes**
23

24
25 **Councilmember Gonzales made a motion to approve. Councilmember**
26 **Peralta seconded the motion. The motion Passed. The Councilmembers**
27 **voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .**

28 **C. December 23, 2014 Regular Meeting Minutes**
29

30
31 **Councilmember Gonzales made a motion to approve. Councilmember Cantu**
32 **seconded the motion. The motion Passed. The Councilmembers voted as**
33 **follows: Ayes: Cantu , Gonzales , Hahn , Peralta .**

34 **7. AWARDS AND RECOGNITIONS**
35

36 **A. Employee of the Month**

37 **Presentation of a certificate of acknowledgement to Mildred Martinez - Town**
38 **of Taos January Employee of the Month.**

39 Amy Seidel, Human Resources Director, stated the Employee Recognition Team
40 has selected Mildred Martinez as January's Employee of the Month. She stated
41 Ms. Martinez has been a Town of Taos Employee for almost 10 years. She has
42 terrific working relationships with her co-workers and displays great dedication
43 to her job. Ms. Martinez's energy, knowledge of the job and hardworking skills,
44 makes her a valuable asset to the Town of Taos. She thanked Ms. Martinez for a
45 job well done.

46 **B. Appointment of Youth Councilmember**

47 **Mayor appointment and Council ratification of Shay Moon to serve as Town**
48 **of Taos Youth Councilmember.**

1 Mayor Barrone stated Shay Moon came to him with some concerns about the
2 community and with an interest in learning more about local government. The
3 Mayor asked him if he would be willing to serve as the Youth Councilmember and
4 he agreed to do so. Mayor Barrone stated he believes this is a great opportunity to
5 incorporate the youth of the community with the Town Council. He requested
6 ratification by the Council.

7 Councilmember Gonzales asked if other candidates applied. Mayor Barrone stated
8 there were no other candidates.
9

10 Councilmember Gonzales made a motion to approve. Councilmember Cantu
11 seconded the motion. The motion Passed. The Councilmembers voted as
12 follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

13 8. PRESENTATIONS

14 A. Amy Seidel, Human Resources Director

15
16 Mayor Barrone presented plaques to Police Officer Luke J. Martinez and Police
17 Officer James R. Suazo. Officer Martinez and Officer Suazo graduated from the
18 New Mexico Department of Public Safety Academy on Friday December 19, 2014
19 and are now Certified Officers.
20
21

22 9. CITIZENS FORUM - Citizens wishing to speak shall have the opportunity to do so for 5 23 minutes. No action may be taken

- 24
- 25 • Phillip Econom discussed a gas tax being proposed by Representative Roberto "Bobby"
26 Gonzales. He stated the roads are appalling and funds are needed to improve
27 them. He also discussed panhandlers in Taos and newspaper vendors on the side of
28 the road. He believes the roads are too busy to sell on the side of the road.

29 Chief Weaver stated the panhandling ordinance was evaluated as was vending on the
30 roadway. He and the previous Town Attorney had discussions with representatives of
31 the American Civil Liberties Union and their opinion is that panhandling is a form of free
32 speech and cannot be stopped, unless the panhandlers are aggressive.

- 33
- 34 • Jeremy Romero stated his family owns JR Clothing. He explained JR Clothing works
35 with many governmental agencies and recently he has noticed that the Town does not
36 support local businesses as they had in the past. Town Departments are
37 now purchasing from the internet for the best price. He believes the Town should shop
38 local and support local businesses.

39 Discussion ensued regarding the procurement code that must be followed by the Town
40 of Taos. Ms. Fambro discussed a portion of the law that allows in state vendors 5%
41 preference to compete with companies out of state or on the internet. She also
42 recommended that Mr. Romero go to the Department of Finance and Administration to
43 inquire about being placed on the state price agreement which would allow the Town to
44 purchase from them without having to obtain three quotes. The Council directed Ms.
45 Fambro to set up a workshop with local businesses to educate them on how to be more
46 competitive with internet prices by working with the Department of Finance and
47 Administration.

- 48
- Stephens Hall stated he believes the Town should provide more information

1 on Executive Session items. He stated currently the Town only provides the language
2 from exemptions in the Open Meetings Act; however, constituents should have more
3 details on what is being discussed.

4 Discussion ensued regarding language for Executive Session items. Councilmember
5 Gonzales stated he agrees that there should be more information. Mayor Barrone
6 asked Floyd Lopez, Town Attorney, to evaluate the matter further and provide a
7 recommendation.

9 **10. MATTERS FROM STAFF**

10 **A. Out of State Travel - Defense Logistic Revitalization Program**

11 **Permission for repeated out of state travel for Town of Taos staff to retrieve**
12 **items awarded from the Defense Logistic Revitalization Program. Mileage and**
13 **per diem costs will be based on the pick-up location.**

14 David Weaver, Chief of Police, stated this program allows government agencies to
15 obtain items at little or no cost for police operations. He provided a description of
16 the items that have been requested. Chief Weaver stated when items are awarded,
17 he has two weeks to pick them up. The only cost incurred would be for fuel and per
18 diem.

19 Lengthy discussion ensued regarding funds available for travel. Chief
20 Weaver stated he has a budget of approximately \$8,000 for this fiscal year. The
21 Council expressed concerns about staff traveling for items that are awarded that
22 may not necessarily be needed and the amount of trips that may be needed to pick
23 up all items awarded. Chief Weaver assured the Council that he will evaluate each
24 item being awarded to ensure the items are essential for Town use. He will also
25 ensure that as many items as possible are packed into one load to avoid making
26 several trips. Additionally, Chief Weaver stated administrative staff will be making
27 the trips.

28 Councilmember Gonzales made a motion to approve. Councilmember
29 Peralta seconded the motion. The motion Passed. The Councilmembers
30 voted as follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

31 **B. Out of State Travel - Animal Control**

32 **Consideration and possible approval of out of state travel to allow the Town**
33 **of Taos Animal Control Officer to attend initial training in Phoenix,**
34 **Arizona February 9-13, 2015.**

35 Chief Weaver indicated the estimated cost for this travel is \$1,300 and is being paid
36 out of the civilian budget which has adequate funds to cover the costs.

37 Councilmember Gonzales made a motion to approve. Councilmember Cantu
38 seconded the motion. The motion Passed. The Councilmembers voted as
39 follows: Ayes: Cantu , Gonzales , Hahn , Peralta .

40 **C. Resolution 15-02 Application for Funding a New Fire Apparatus - Pumper** 41 **Tanker**

42 **Discussion, consideration and possible approval of Resolution 15-02; A**
43 **resolution authorizing and approving submission of a completed application**
44 **for financial assistance and purchase of equipment approval to the New**
45 **Mexico Finance Authority for a new Fire Apparatus - Pumper Tanker in the**
46 **amount of \$670,000, \$470,000 in a loan and \$200,000 in current Fire Fund**
47
48

1 **carryover.**

2 Leroy Gonzales, Administrative Fire Chief, stated the goal of the Fire Department
3 has been to replace the 1986 Pierce Arrow with a similar apparatus. He referred to
4 a letter attached to the Council's packets authorizing the use of Fire Funds as a
5 repayment source. The balance after the remaining debt service from the Fire
6 Fund Allocation will be sufficient to support on-going operations.

7
8 Councilmember Peralta expressed concern that the resolution does not include the
9 length of time to repay the debt. Ms. Fambro stated she will amend the resolution
10 to include the term of six years for repayment.

11 **Councilmember Gonzales made a motion to approve as amended.**
12 **Councilmember Peralta seconded the motion. The motion Passed. The**
13 **Councilmembers voted as follows: Ayes: Cantu , Gonzales , Hahn ,**
14 **Peralta .**

15 **D. Amendment No. 1 to Contract TT-15-01 with Griffin and Associates**

16 **Consideration and possible approval of Amendment No. 1 to contract TT-15-**
17 **01 with Griffin and Associates for the marketing and advertising of the Town**
18 **of Taos as a tourist destination.**

19
20 Mr. Bellis stated the contract is being amended to reflect a grant received in the
21 amount of \$40,000 from the New Mexico Tourism Department. Additionally, the
22 contract is being amended to reflect that any commissions approved for payment
23 based on third party placements shall not exceed 15%.

24
25 Mr. Bellis also emphasized he added language to the contract to reflect that the
26 contractor cannot submit for reimbursements for items already paid for by the
27 Town.

28 Lengthy discussion ensued regarding the funds from New Mexico Tourism
29 Department and the specific authorized use of the funds to ensure proper
30 reimbursement. Mr. Bellis requested that the item be tabled for two weeks to allow
31 him to work with the New Mexico Tourism Department to clarify how funds will be
32 used.

33
34 **Councilmember Peralta made a motion to table. Councilmember Cantu**
35 **seconded the motion. The motion Passed. The Councilmembers voted as**
36 **follows: Ayes: Cantu , Gonzales , Hahn , Peralta .**

37 Agenda item was tabled until the next Regular Council Meeting on January 27,
38 2015.

39 **11. TOWN MANAGER'S REPORT**

40
41 **A. Other Matters**

42 Mr. Bellis stated meetings have been scheduled with the New Mexico Mortgage
43 Finance Authority on January 27, 2015 at 9:00 a.m. and New Mexico Department
44 of Transportation on the same date at 11:00 a.m.

45
46 **12. MATTERS AND REPORTS FROM THE MAYOR**

47 **A. Resolution 15-01 - Open Meetings Resolution**
48

1 Consideration, discussion and possible approval of Resolution 15-01; Open
2 Meetings Resolution. This resolution establishes the schedule of Regular
3 Town Council Meetings and constitutes reasonable notice of such meetings.
4

5 Councilmember Gonzales made a motion to approve. Councilmember Cantu
6 seconded the motion. The motion Passed. The Councilmembers voted as
7 follows: Ayes: Cantu , Hahn , Peralta . Absent: Gonzales .
8

9 *Councilmember Gonzales stepped out briefly during the vote.*

10 **B. Other Matters**

11
12 Mayor Barrone requested that an introduction meeting be scheduled with the new
13 Tribal Council along with the Taos County Commissioners.
14

15 Councilmember Peralta stated the hospital is interviewing three candidates today
16 and tomorrow for the position of Chief Executive Officer (CEO). The new CEO will
17 be appointed on Thursday.

18 Councilmember Cantu asked for an update on the public meetings with the
19 merchants and the Farmers Market. Mayor Barrone stated the Council promised
20 that before any decisions are made about the Farmers Market public meetings
21 would be held. After discussion, the public meeting was scheduled for Thursday,
22 January 29, 2015 at 6:00 p.m. at the Town Council Chambers.
23

24 **13. MATTERS AND REPORTS FROM THE COUNCIL**

25 **A. Other Matters**

26
27 **14. EXECUTIVE SESSION**

28
29 **A. Pending Litigation**

30 (Executive and Public Session Informational Items/ Action Items) Discussion,
31 consideration and decision of two matters regarding pending and/or
32 threatened litigation. This item may be discussed in closed session
33 under Open Meeting Act exemption 10-15-1(H)(7), which allows for
34 discussion of pending or threatened litigation.
35

36 **B. Water Rights**

37 (Executive and Public Session Informational Items/ Action Items) Discussion,
38 consideration and decision of three matters regarding the purchase of water
39 rights. This item may be discussed in closed session under Open Meetings
40 Act exemption 10-15-1(H)(8), which allows for discussion of purchase,
41 acquisition or disposal of water rights.

42 Councilmember Peralta made a motion to go into Executive Session.
43 Councilmember Gonzales seconded the motion. The motion was Passed.
44 Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and
45 Peralta.

46 At 6:00 p.m., Councilmember Peralta made a motion to come out of Executive
47 Session. Councilmember Gonzales seconded the motion. The motion was
48 Passed. Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn

1 and Peralta.

2
3 **Mr. Lopez stated discussion in the Executive Session was limited to the**
4 **items as they were called for and no action was taken. Councilmember**
5 **Peralta made a motion to accept Mr. Lopez's report.**
6 **Councilmember Gonzales seconded the motion. The motion was Passed.**
7 **Those voting AYE were: Councilmembers: Cantu, Gonzales, Hahn and**
8 **Peralta.**

9 The Town Attorney was directed to write a letter as discussed in Executive
10 Session. The Council also changed the public meeting with merchants to January
11 22, 2015 at 6:00 p.m. at the Town Council Chambers.

12
13 **15. ADJOURNMENT**

14 **A motion was made by Councilmember Peralta and seconded by**
15 **Councilmember Cantu to adjourn the meeting. The motion carried unanimously and**
16 **the meeting adjourned at 6:00 p.m.**
17

18 **APPROVED:**

19
20
21
22 _____
23 **Daniel R. Barrone, Mayor**

24
25 **ATTEST:**

26
27
28
29 _____
30 **Renee Lucero, Town Clerk**

31 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio, however,***
32 ***only Regular Town Council Meetings and some Special Town Council Meetings, with***
33 ***controversial issues, are video recorded. Copies are available upon request at the Town***
34 ***Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00 for audio***
35 ***and video recordings. Additionally, video recordings can be viewed at [www.taos22.com](http://taospublic.novusagenda.com/). You***
36 ***may also view agendas, agenda packets, and minutes at <http://taospublic.novusagenda.com/>.***
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February 10, 2015

Title:

January 16, 2015 Special Meeting Minutes

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

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**MINUTES
January 16, 2015
Special Meeting**

**Town Council Chambers - 120 Civic Plaza Drive
5:00 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 5:07 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, Andrew T. Gonzales
Councilmember, Frederick A. Peralta
Councilmember, George "Fritz" Hahn
Councilmember, Judith Y. Cantu

Also present were:

Town Manager, Richard Bellis
Town Clerk, Renee Lucero
Town Attorney, Floyd Lopez

3. PLEDGE OF ALLEGIANCE

Jeff Northrup led the audience in the Pledge of Allegiance

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

Councilmember Peralta made a motion to approve. Councilmember Gonzales seconded the motion. The motion Passed. The Councilmembers voted as follows:
Ayes: Cantu , Gonzales , Peralta . Nays: Hahn .

6. MATTERS AND REPORTS FROM THE COUNCIL

A. Town Manager

1 **Discussion, consideration and possible action regarding the employment of**
2 **the Town Manager.**

3 Mayor Barrone read a statement indicating the action being proposed would be
4 detrimental to the community. He stated when he, Councilmember Hahn, and
5 Councilmember Cantu ran for office, they agreed they would listen to the
6 community and give them a chance to voice their opinion, whether positive or
7 negative. He would like to hear public comment on this issue.

8
9 Councilmember Peralta stated there is only one item on the agenda and receiving
10 public comment would be out of order. Floyd Lopez, Town Attorney, stated
11 according to the Council's rules of conduct there is a provision that authorizes the
12 Mayor to allow public comment.

13 Councilmember Peralta made a motion to move to the question. The motion died
14 for lack of a second.

15
16 Councilmember Cantu stated she called this meeting and when running for office,
17 she did agree on transparency. She stated she would like to hear comments from
18 both sides of the issue.

19
20 Mayor Barrone asked for public comment. The following citizens came forward to
21 speak:

- 22 • Eric Kershner
- 23 • Erminio Martinez
- 24 • Amy Romero
- 25 • Richard Lavalie
- 26 • Jan Debay
- 27 • Chris Armijo
- 28 • Ron Boyd
- 29 • Rebecca Hall
- 30 • Tomasita Ramirez
- 31 • Maya (last name inaudible)
- 32 • Michael McCormick
- 33 • Brian Lewis
- 34 • Jeff Northrup
- 35 • Paul Christie
- 36 • Bobby Duran
- 37 • Bruce Ross
- 38 • Stephens Hall
- 39 • Matt Spriggs
- 40 • Lynda Perry

41 Councilmember Cantu read a statement indicating this is a personnel matter and
42 she would like to discuss it publicly, but she is bound by confidentiality. She stated
43 there is a paper trail on the issues and there are things the public is not privy to.

44 Councilmember Cantu made a motion to terminate Richard Bellis immediately and
45 replace him as soon as possible. Councilmember Gonzales seconded the motion.

46
47 Councilmember Peralta called for the question. Mayor Barrone stated he did not
48 recognize Councilmember Cantu and he still had the floor.

1
2 The following citizens came forward to speak:

- 3
 - 4 • Mark Asmus
 - 5 • Martha Fielding

6 Councilmembers Peralta and Gonzales called for the question. Mayor Barrone
7 stated there are other constituents who would like to speak.

8
9 The following citizens came forward to speak:

- 10
 - 11 • David Martinez
 - 12 • Steve Kenin
 - 13 • Cynthia Spray
 - 14 • Lawrence Baker
 - 15 • Dawn Richardson
 - 16 • Marko Schmidt
 - 17 • Jay Moore
 - 18 • Oliver Knight
 - 19 • Kim Van Deman
 - 20 • Louis Codone
 - 21 • Richard Leirer
 - 22 • Mitch Miller
 - 23 • Stephanie Deaver
 - 24 • Brigid Meier
 - 25 • Urban Romero
 - 26 • Conrad Cordova
 - 27 • Trisha Hernandez

28 Mr. Lopez provided his analysis and opinion about the motions that were previously
29 made. He emphasized this is not a ruling. He stated according to the Council's
30 rules of conduct, Councilmembers may discuss any motion after obtaining the floor.
31 Any member of the Council may move on any matter of business on the agenda by
32 making a motion. Before the matter can be considered or debated it must be
33 seconded. Once a motion has been made and seconded, the presiding officer
34 shall open the matter for full debate and discussion among any Councilmembers
35 recognized by the presiding officer. Debate shall be closed upon consent of the
36 majority of the council. This evening, Councilmember Cantu asked for the floor and
37 was recognized and allowed to speak. Afterwards, she made a motion to terminate
38 Mr. Bellis. The motion was properly seconded by Councilmember Gonzales. Mr.
39 Lopez stated he could not find a rule that states any Councilmember can call for
40 the question, but he would consider that statement to be similar to a motion to
41 close debate. He believes Councilmember Peralta moved to close debate. The
42 question is whether Councilmember Peralta requested the floor before speaking
43 and was recognized. He also believes the motion made by Councilmember
44 Cantu and properly seconded by Councilmember Gonzales would allow for
45 discussion only between Councilmembers, and not the public. Mayor Barrone
46 stated he will hear from six additional citizens, then close discussion.

47 The following citizens came forward to speak:

- 48
 - Pennie Wardlow
 - Harvey Yocum

- Bowe Ellis
- Della Barrone
- Stephen Plyler
- Richard Sanchez

Mayor Barrone made a motion to go into Executive Session to discuss personnel matters relating to the Town Manager. Councilmember Hahn seconded the motion for purposes of discussion.

Councilmember Hahn stated if Mr. Bellis chose to have an open discussion, he has that right. Mr. Lopez stated the Open Meetings Act allows for discussion on personnel matters to take place in closed session; however, that does not mean discussion in closed session is required.

A lengthy discussion ensued regarding issues between the members of the Town Council and the Town Manager. After discussion, Councilmember Cantu withdrew her motion to terminate Mr. Bellis.

7. ADJOURNMENT

A motion was made by Councilmember Hahn and seconded by Councilmember Peralta to adjourn the meeting. The motion carried unanimously and the meeting adjourned at 8:50 p.m.

APPROVED:

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

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://taospublic.novusagenda.com/>.



February 10, 2015

Title:

January 26, 2015 Work Study Meeting Minutes

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

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MINUTES
January 26, 2015
Special Meeting
WORK STUDY
El Taoseño Room - 120 Civic Plaza Drive
9:00 AM

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

The Work Study of the Taos Town Council was called to order by the Honorable Mayor Daniel R. Barrone at 9:00 a.m.

2. ROLL CALL

Those present were:

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

Also present were:

Town Manager, Richard Bellis
Town Attorney, Floyd Lopez
Town Clerk, Renee Lucero (arrived at 11:00 a.m.)

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

6. MATTERS FROM THE MAYOR AND COUNCIL

A. 9:00 am - 11:00 am Strategic Planning Session

**Miguel Gabaldon, Region 5 Supervisor, New Mexico Department of
Transportation
Work Session**

Mr. Gabaldon with the New Mexico Department of Transportation provided technical training and his expertise recommendation to the Mayor and Council on the transportation planning process.

1 **B. 11:00 am - 5:00 pm Strategic Planning Session**

2 **Strategic Planning Session with Council, Manager and moderator.**

3 The Council informally discussed various Town issues and projects.

4
5 **7. ADJOURNMENT**

6 The Work Study adjourned at 2:40 p.m.

7
8 **APPROVED:**

9
10
11 _____
12 **Daniel R. Barrone, Mayor**

13
14
15 **ATTEST:**

16
17
18 _____
19 **Renee Lucero, Town Clerk**

20
21 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio, however,***
22 ***only Regular Town Council Meetings and some Special Town Council Meetings, with***
23 ***controversial issues, are video recorded. Copies are available upon request at the Town***
24 ***Clerk's Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00 for audio***
25 ***and video recordings. Additionally, video recordings can be viewed at www.taos22.com. You***
26 ***may also view agendas, agenda packets, and minutes at <http://taospublic.novusagenda.com/>.***
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February 10, 2015

Title:

January 27, 2015 Work Study Meeting Minutes

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

📎 [1/27/2015 Minutes](#)



MINUTES
January 27, 2015
Special Meeting
WORK STUDY
El Taoseño Room - 120 Civic Plaza Drive
9:00 AM

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

The Work Study of the Taos Town Council was called to order by the Honorable Mayor Daniel R. Barrone at 9:00 a.m.

2. ROLL CALL

Those present were:

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

Also present were:

Town Manager, Richard Bellis
Town Attorney, Floyd Lopez

Absent/Excused was:

Renee Lucero, Town Clerk

3. PLEDGE OF ALLEGIANCE

4. MOMENT OF SILENCE

5. APPROVAL OF AGENDA

6. MATTERS FROM THE MAYOR AND COUNCIL

A. 9:00 am - 1:00 pm Informal Presentations and Discussions

Joseph Montoya and staff, NM Mortgage Finance Authority (Affordable Housing).

1 The Council informally discussed issues and projects pertaining to affordable
2 housing.

3 **B. 11:00 am - 1:00 pm Informal Presentations and Discussions**

4 **Randy Van Vleck, New Mexico Municipal League General Counsel, (powers,**
5 **duties, legal authority and Question & Answer session).**

6 Presentation was canceled.
7

8 **7. ADJOURNMENT**

9 The Work Study adjourned 1:00 p.m.
10

11 **APPROVED:**

12
13
14
15 _____
16 **Daniel R. Barrone, Mayor**

17
18 **ATTEST:**

19
20
21
22 _____
23 **Renee Lucero, Town Clerk**

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February 10, 2015

Title:

Employee of the Month

Summary:

Presentation of a certificate of acknowledgement to Sgt. Jani Davis - Town of Taos February Employee of the Month

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

2015 Paseo

Summary:

Presentation on the 2015 Paseo; Matt Thomas, Director

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Tree Lighting Expenses

Summary:

Final report on tree lighting expenses: Mitch Miller

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Expenses](#)

Mitch Miller
Taos Events
238 Roy Rd.
Taos, NM 87571

January 26, 2015

The Honorable Daniel R. Barrone
Mayor of Taos

Mr. Barrone,

I'd like to take this opportunity to outline the Taos Plaza Tree Lighting Project; its inception, design criteria, procurement procedures, labor requirements and lighting ceremony for your perusal.

I am including an invoice, under separate cover, to show costs associated with the project as well.

Taos Events (TE) was asked to develop a plan to wrap the 10 major trees which outline the Town Plaza in conjunction with the 2014 Plaza Holiday decorating activities. The Town of Taos's (ToT) ongoing annual display included wrapping the evergreen tree and several smaller trees in holiday lights as well as displaying holiday ornaments and other visual displays.

I estimated 50,000 LED lights, or 1000 strings of lights would be required to adequately achieve a spectacular visual effect. The lights were purchased, by the ToT, from a Rio Grande Ace Hardware at a discounted rate of \$5.74 per 50 light string. Each string was approximately 12 feet in length with the lights spread at 2" apart. The use of LEDs allowed for more lights with less electrical consumption. A single color, cool white, was decided upon as it could serve other events throughout the year. The strings were traditional in the sense that they could plug into each other end to end thus allowing for a consistent flow and require a minimal amount of power connections. With the assistance of the Town's electrician we were able to upgrade the existing circuits to allow for one connection per 2 -3 trees.

The work required the use of several ladders, one boom lift and two boom trucks. TE provided the ladders and hand tools necessary. The ToT along with Kit Carson Electric (KCE) provided the trucks and crews that placed the lights. The installation took five days to complete. The first two days were spent picking up product, power cords, cables, etc. and pre assembling the lights for the boom crews. Three of those days both the ToT crew and one KCE crew were on site. On two of those days we had two KCE crews. The ToT crew was available for approximately 6 hours per day and KCE's crew 10 hours per day. There was an approximate total of 136 man hours for boom and crews. The KCE crew were provided free of charge from Luis Reyes, CEO of KCE.

As of this writing, I have not received values from ToT or KCE for their involvement.

One the day of the Plaza Lighting Ceremony, TE provided lighting and assisted with sound reinforcement. We also set up on going music for the remainder of the holiday season. TE was not "contracted" for the project but instead I was asked to track hours and expenses, which I did and provided to the ToT for review. In the course of this project TE rented a trailer locally, purchased materials locally and provided 65 hours of labor, ladders and tools, sound equipment and stage lighting. My Invoice reflected out of pocket expenses and labor. It also reflected the sound and lighting equipment being donated. I expected the entire invoice to become a donation from me and was gratefully surprised when you and Mr. Bellis contributed \$1000.00 each to offset my expenses. Thus, allowing me to provide an overall donation of \$1515.29 in equipment and labor.

As you look toward the coming year and start to analyze and develop budgets for upcoming and ongoing projects I'd like to provide a brief financial outline for the 2015 Plaza Holiday activities. This assumes installing a similar lighting package with improved upgrades.

Lighting	(LED and Pixilated lights, connections and controls)	10,000.00
Sound	(Plaza wide sound, speakers, amplifier, sound source)	1,500.00
Sound/lighting	(On stage for Plaza Lighting Ceremony)	1,000.00
Labor	(Design, coordination, installation, etc.)	4,000.00
Labor	(Boom vehicles and crews approximately @\$120.00p/hr)	12,000.00
Misc	(15% of \$28,500.00)	4,275.00
Approximate Total		\$32,775.00

All who worked on the project, those who visited Taos and those who saw from afar via social media and news accounts were thrilled with the outcome of the project. The plaza truly became a winter wonderland.

It was a pleasure to serve you and the townspeople on this project! I look forward to providing my services in the future.

Sincerely,

Mitch Miller

INVOICE

Mitch Miller

238 Roy Rd.
Taos, New Mexico 87571

Phone: 575-770-0814
Email: taosmaintenance@yahoo.com

Town of Taos

400 Camino de la Placita
Taos, New Mexico 87571

575-770-2606
575-751-2000

Payment Terms	Due upon receipt
Invoice #	001482
Date	12/10/2014

Description	Quantity	Rate	Total
Event Labor All stage, venue, pre and post production labor associated with contracted and non contracted event(s).	65.0	\$37.50	\$2,437.50
Small PA System Small PA - 1) 4 Channel mixing console with RCA inputs - 2) Front of House (FOH) powered speakers w/stands - 2) Microphones w/stands - All power, microphone and speaker cables	1.0	\$200.00	\$200.00
Lighting Packing, 12 Par64 Lighting Package, 12 Par 64 LED Light Fixtures, 2) Lighting Tripods, 1) Chauvet Lighting Controller, All DMX Control Cables and 120 V Power Cords	1.0	\$300.00	\$300.00
Misc Hardware and Materials Extension Cords, Cable and hardware, fastening devices, U-Haul trailer, fuel	1.0	\$425.78	\$425.78
Lighting, Chauvet LFS 75 Spot 75 watt LED Spot Light	2.0	\$75.00	\$150.00
ToT Electrician ToT Electrician, circuit layout, time clocks operation, etc.	32.0	\$0.00	\$0.00
Tot Park Dept. Labor Boom operator, light installer	24.0	\$0.00	\$0.00
ToT Park Dept. Labor Boom operator assistant	24.0	\$0.00	\$0.00

Description	Quantity	Rate	Total
Tot Park Dept. Labor Plaza pre and post event clean up, origination, etc.	40.0	\$0.00	\$0.00
Tot Park Dept. Labor General labor	24.0	\$0.00	\$0.00
KCE Coop Boom Truck and Crew 60' boom 2 person crew	32.0	\$0.00	\$0.00
KCE Coop Boom Truck and Crew 60' boom 2 person crew	20.0	\$0.00	\$0.00

Subtotal	\$3,513.28
Discount	\$1,513.28
Total	\$2,000.00
Summary	
02/09/2015 Cash Payment	\$1,000.00
02/09/2015 Cash Payment	\$1,000.00
Paid	\$2,000.00
Amount Due	\$0.00

Notes:

Included - lighting research and purchase, material pick up, material storage and delivery, all necessary tools, site design and management, installation, removal and control of stage lighting, sound system installation and removal, iPad w/Holiday Music.

Donation - \$1513.28 Lighting and sound equipment and partial labor donated to TOT Holiday Event

Dan Barrone Contributed \$1,000.00
Rick Bellis Contributed \$1,000.00



February 10, 2015

Title:

CDBG Planning Grant

Summary:

The purpose of the public hearing will be to receive public input on community development needs and suggestions for future CDBG planning projects. NO ACTION WILL BE TAKEN DURING THE PUBLIC HEARING.

Background:

The US Department of Housing and Rural Development provides funding for projects that meet one of three national objectives: Low-Moderate Income Beneficiaries, Slum and Blight, and Urgent Need.

In order to qualify under Low-Moderate Income (LMI), a project must benefit all the residents of an area and the percentage of residents who are low-moderate income must be 51% or greater. The LMI for the Town of Taos as determined by the New Mexico Department of Finance and Administration Local Government Division based on the American Community Survey 2008-2012 report is 53%.

Low-Moderate Limited Clientele projects must benefit a specific group of people who are presumed to be LMI including abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with diseases (AID/HIV, etc.), and migrant farm workers.

In addition, the selected project must be a part of the Infrastructure Capital Improvement Plan (ICIP) as submitted to the State of New Mexico in September, 2014.

The staff recommendation is to write a planning grant for a Parks Master Plan. The Parks Master Plan is on the Infrastructure Capital Improvement Plan.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Selection of Project for 2015 CDBG Planning Grant

Summary:

Consideration and possible selection of a project for the 2015 Community Development Block Grant Planning Grant application.

Background:

It is the recommendation of staff to select the Parks Master Plan as the project to apply for funding through CDBG. Planning grant applications are limited to a maximum of \$50,000 with a \$5,000 match.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Resolution 15-07 Authorizing the Submission of a CDBG Grant Application

Summary:

Consideration and approval of Resolution 2015-07 authorizing the submission of a CDBG program application in the amount of \$500,000 for the repair of the Youth and Family facility. Furthermore, the resolution identifies a cash match of \$50,000 from the Facilities Improvement Fund.

Background:

The Town hosted two public hearings on December 9th and December 16th to receive public input on the potential projects. Town Council voted for the repair of the Youth and Family Center facility.

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

 [Resolution 2015-07](#)

RESOLUTION 15-07

A RESOLUTION OF THE GOVERNING BODY OF THE TOWN OF TAOS, TAOS COUNTY, STATE OF NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE MAYOR BARRONE TO ACT AS THE TOWN OF TAOS CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE TOWN OF TAOS' PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within Town of Taos for neighborhood improvement projects in several low and moderate income neighborhoods, and the Town of Taos desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the Town Council Members held two public hearings for public input and comment on December 9, 2014 and December 16, 2014 during the 2015 application process; and

WHEREAS, the Town Council Members finds that there is a significant need to repair the Youth and Family Center facility to provide adequate services to the community; and

WHEREAS, The Town Council Members determine that the Youth and Family Center facility repair meets the requirements of the Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF TAOS, NEW MEXICO, that

1. The Town of Taos is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration, Local Government Division for repair of the Youth and Family Center facility.
2. That the Town Council Members directs and designates Mayor Barrone as the Town of Taos Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the Town of Taos' participation in the New Mexico Community Development Block Grant Program.
3. The Town of Taos officials and staff are directed to do any and all acts necessary to necessary to carry out the intent of this Resolution.

4. That the application be for Five Hundred Thousand Dollars (\$500,000) of grant funds to carry out the repair of the Youth and Family Center facility.
5. That it further be stated that the Town of Taos is committing Fifty Thousand Dollars \$50,000 from its Facilities Improvement Fund as a cash contribution toward the repair of the Youth and Family Center facility.

PASSED, ADOPTED, AND APPROVED this 10th day of February, 2015 at the Regular Council meeting of the Town Council by the following vote:

Mayor Pro Tem Andrew Gonzales	_____
Councilor Judi Cantu	_____
Councilor Fritz Hahn	_____
Councilor Frederick Peralta	_____

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

APPROVED AS TO FORM

Renee Lucero, Town Clerk

Floyd Lopez, Town Attorney



February 10, 2015

Title:

Resolution 15-06 Mid-Year Budget Adjustments

Summary:

Consideration and possible approval of Resolution 15-06; Mid-year budget adjustment request for various departments.

Background:

Submitted by: Marietta Fambro, Finance Director

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

- ☐ [BAR & summary](#)
- ☐ [Anticipated Grant Match](#)
- ☐ [IT Needs](#)

Expenditures and other Financing Uses:

Executive Department (11-11)

Personnel Services	\$ 58,533
Capital Outlay	<u>23,000</u>
Sub-total	\$ 81,533

Judicial Department (11-12)

Personnel Services	\$ (18,501)
Operating Expenses	<u>(11,279)</u>
Sub-total	\$ (29,780)

Finance Department (11-13)

Personnel Services	\$ (69,177)
Operating Expenses	<u>134,530</u>
Sub-total	\$ 65,353

Police Department (11-14)

Personnel Services	\$ (72,642)
Operating Expenses	<u>27,896</u>
Sub-total	\$ (44,746)

Fire Department (11-15)

Personnel Services	\$ (11,415)
Operating Expenses	<u>2,000</u>
Sub-total	\$ (9,415)

Street Department (11-16)

Personnel Services	\$ 16,985
Operating Expenses	<u>(47,009)</u>
Sub-total	\$ (30,024)

Recreation Department (11-17)

Personnel Services	\$ (21,414)
Operating Expenses	<u>-</u>
Sub-total	\$ (21,414)

Fleet Department (11-19)

Personnel Services	\$ (14,142)
Operating Expenses	<u>4,214</u>
Sub-total	\$ (9,928)

Planning, Zoning & Building Department (11-20)

Personnel Services	\$ (106,514)
Operating Expenses	<u>-</u>
Sub-total	\$ (106,514)

Library Department (11-21)

Personnel Services	\$ (49,278)
Operating Expenses	<u>514</u>
Sub-total	\$ (48,764)

Human Resources Department (11-22)

Personnel Services	\$ 1,673
Operating Expenses	<u>(1,120)</u>
Sub-total	\$ 553

Facilities Department (11-23)

Personnel Services	\$ (28,469)
Operating Expenses	<u>-</u>
Sub-total	\$ (28,469)

Town Council (11-24)

Personnel Services	\$ (26,666)
Operating Expenses	<u>-</u>
Sub-total	\$ (26,666)

Airport Department (11-25)

Personnel Services	\$ (5,318)
Operating Expenses	<u>2,679</u>
Sub-total	\$ (2,639)

Pool Department (11-28)

Personnel Services	\$ (9,507)
Operating Expenses	<u>-</u>
Sub-total	\$ (9,507)

Legal Department (11-29)

Personnel Services	\$ (22,470)
Operating Expenses	<u>-</u>
Sub-total	\$ (22,470)

Information Technology Department (11-30)

Personnel Services	\$ 24,100
Operating Expenses	<u>6,500</u>
Sub-total	\$ 30,600

**TOTAL DECREASE OF EXPENDITURES
FROM ALL DEPARTMENTS**

\$ (212,297)

(To adjust the General Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.

Lodger's Tax Fund (23)

	Amount
<u>Revenues & Other Sources:</u>	
Unreserved Fund Balance	\$ (50,000)
<u>Expenditures and other Financing Uses:</u>	
Interfund transfer out to Fund 24 - Marketing for Special Events (24-new)	\$ 50,000
<u>Revenues & Other Sources:</u>	
Lodger's Tax Revenue	\$ (43,637)
<u>Expenditures and other Financing Uses:</u>	
Interfund transfer out to Fund 24 - Marketing	\$ (21,819)
Interfund transfer out to Fund 24 - Visitors Center	(13,091)
Interfund transfer out to Fund 29 - Transportation	(8,727)
Total	\$ (43,637)

(To adjust the Lodger's Tax Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

Lodger's Tax Promotional Fund (24)

<u>Revenues & Other Sources:</u>	
Interfund transfer in from Fund 23 - Marketing Special Events	\$ 50,000
Interfund transfer in from Fund 23 - Marketing Decrease from Revenue	\$ (21,819)
Interfund transfer in from Fund 23 - Visitors Center Decrease from Revenue	\$ (8,727)
Unreserved Fund Balance	\$ 19,696

Visitors Center (24-00)

<u>Revenues & Other Sources:</u>	
Commissions	\$ 27,188
Sales of Materials	17,318
Postage Reimbursement	3,300
Long Term Leases	3,000
Total	\$ 50,806

<u>Expenditures and other Financing Uses:</u>	
Personnel Services	\$ (41,255)
Operating Expenses	21,559
Total	\$ (19,696)

(To adjust the Lodger's Tax Promotional Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

Transportation Fund (29)

Revenues & Other Sources:

Interfund transfer in from Fund 23 - Transportation	\$ (8,727)
New Mexico Department of Transportation Section 5311 Grant	<u>(3,674)</u>
Total	\$ (12,401)

Expenditures and other Financing Uses:

Personnel Services	\$ (12,401)
--------------------	-------------

(To adjust the Transportation Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

Community Grants Fund (30)

Grant Match For Several Projects

Revenues & Other Sources:

Interfund Transfer in from General Fund	\$ 131,056
---	-----------------------

Expenditures and other Financing Uses:

Other Contractual Services - Grant Matches (30-new)	\$ 131,056
---	------------

Add " " Community Public Welfare (30-65) 17,600
Total \$148,656

(To adjust the Community Grants Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

Confidential Informant Fund (35)

Revenues & Other Sources:

Unreserved Fund Balance	\$ (6,000)
-------------------------	------------

Expenditures and other Financing Uses:

Operating Expenses	\$ 6,000
--------------------	----------

(To adjust the Confidential Informant Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

Facilities Improvements Fund (50)

Youth & Family Center Improvements - 2015 CDBG

Revenues & Other Sources:

Anticipated 2015 CDBG Grant	\$ 500,000
Interfund Transfer in from General Fund	<u>50,000</u>
	\$ 550,000

Expenditures and other Financing Uses:

Capital Outlay - Town Match	\$ 50,000
Capital Outlay - Anticipated CDBG Grant	<u>500,000</u>
	\$ 550,000

(To adjust the Facilities Improvement Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

Capital Improvements Fund (51)

Revenues & Other Sources:

Unreserved Fund Balance	\$ (11,241)
-------------------------	-------------

Information Technology Equipment

Expenditures and other Financing Uses:

Capital Outlay	\$ 11,241
----------------	-----------

(To adjust the Capital Improvement Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

One-Time Operating/Maintenance/Capital Fund (53) *Change to Special Revenue Fund Category)*

One Time Operating/Maintenance/Capital Fund

Revenues & Other Sources:

Interfund Transfer in from General Fund	\$ 20,000 24,000
---	-----------------------------

Expenditures and other Financing Uses:

Operating Expense - Economic Development Events	\$ 20,000 24,000
---	-----------------------------

(To adjust the One-Time Operating/Maintenance/Capital Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

1994 GRT Revenue Bond Acquisition Fund (56)

Revenues & Other Sources:

Unreserved Fund Balance \$ (11,500)

Affordable Housing Professional Services

Expenditures and other Financing Uses:

Operating Expense \$ 11,500

(To adjust the 1994 GRT Revenue Bond Acquisition Fund, these Mid-Year adjustments reflect the budgeted operating expenses, revenues and transfers needed by departments through the end of fiscal year.)

Water Enterprise Fund (62)

Revenues & Other Sources:

Unreserved Fund Balance \$ 33,108

Water Department

Expenditures and other Financing Uses:

Personnel Services \$ (18,695)

Operating Expenses (14,413)

Total \$ (33,108)

(To adjust the Water Enterprise Fund, these Mid-Year adjustments reflect the budgeted operating expenses and transfers needed by departments through the end of fiscal year.)

Wastewater Enterprise Fund (63)

Revenues & Other Sources:

Unreserved Fund Balance - Fund 63 \$ 5,918

Wastewater Collection

Expenditures and other Financing Uses:

Personnel Services \$ (8,003)

Operating Expenses 97

Total \$ (7,906)

Wastewater Treatment Plant

Expenditures and other Financing Uses:

Operating Expenses \$ 1,988

Total \$ 1,988

(To adjust the Wastewater Fund, this Mid-Year adjustment reflects the budgeted operating expenses and transfers needed by departments through the end of fiscal year.)

Solid Waste Fund (65)

Revenues & Other Sources:

Unreserved Fund Balance \$ (35,618)

Recycling Division

Expenditures and other Financing Uses:

Personnel Services \$ (15,518)

Operating Expenses 5,556

Total \$ (9,962)

Solidwaste Billing

Expenditures and other Financing Uses:

Operating Expenses - Town of Taos \$ 23,580

Operating Expenses - Waste Management \$ 22,000

Total \$ 45,580

(To adjust the Solid Waste Fund, this Mid-Year adjustment reflects the budgeted operating expenses and transfers needed by the department through the end of fiscal year.)

Utility Construction Fund (81)

Utility Improvements Fund

Camino de la Merced - Water/Sewer Project

Revenues & Other Sources:

Unreserved Fund Balance \$ (16,000)

Expenditures and other Financing Uses:

Capital Outlay \$ 16,000

(To adjust the Utility Construction Fund, this Mid-Year adjustment reflects the budgeted operating expenses and transfers needed by the department through the end of fiscal year.)

Taos Regional Landfill Fund (82)

Revenues & Other Sources:

Unreserved Fund Balance \$ (28,781)

Expenditures and other Financing Uses:

Personnel Services \$ (14,908)

Operating Expenses 43,689

Total \$ 28,781

(To adjust the Taos Regional Landfill Fund, this Mid-Year adjustment reflects the budgeted operating expenses and transfers needed by the department through the end of fiscal year.)

PASSED, APPROVED, AND ADOPTED THIS 10th DAY OF FEBRUARY, 2015.

Mayor Pro-Tem Andrew T. Gonzales _____

Councilmember Judith Y. Cantu _____

Councilmember George "Fritz" Hahn _____

Councilmember Frederick A. Peralta _____

TOWN OF TAOS

ADMINISTRATIVE APPROVAL:

Daniel R. Barrone, Mayor

Richard Bellis, Town Manager

ATTEST:

APPROVED AS TO FORM:

Renee Lucero, Town Clerk

Floyd W. Lopez, Town Attorney

APPROVED:

Department of Finance and Administration

Date: _____

MID-YEAR BAR SUMMARY – BY DEPARTMENT

2014-2015

February 6, 2015

DEPARTMENT SUMMARY:

Executive - Increase \$23,000 for movie screen and accessories for events.

Judicial – Decrease \$29,790 for travel expensed from Court Automation Fund and travel not taken by the Judge and compensation plan savings.

Finance – Increase \$3,000 for monitors for staff - \$72,184 for insurance costs and \$60,000 from personnel savings to financial advisor contract.

Police – Increase \$12,000 for insurance costs - \$7,183 for NM 1033 shipping costs and \$12,000 for consultant to procure inventory 1033 program.

Streets – Transfer from operating to personnel for construction inspector position - \$40,000.

Fleet – Increase \$4,000 for additional maintenance costs.

Facilities – Increase \$11,000 for on-going building maintenance.

Information Technology – Increase \$6,500 for on-going maintenance costs and new server.

	Application Deadline	Grant	Match	InKind Match	Total
Assistance to Firefighter's Grant	12/5/2014	\$62,525	\$6,253		\$68,778
Community Forestry Assistance Grant -Tree Inventory Historic District & Mapping; Urban Forest Management Plan	11/13/2014	\$25,000	\$20,000	\$25,000	\$70,000
Urban Forestry - Kit Carson Park Entrance Eradication & Reforestation	12/8/2014	\$20,000		\$20,000	\$40,000
2014 National Historic Presv Grant - Map; CLR;		\$40,500	\$31,779	\$8,750	\$81,029
2015 National Historic Presv Grant - Plaza Design-	1/12/2015	\$20,000	\$20,000		\$40,000
2015 National Historic Presv Grant - KC Cemetary	1/12/2015	\$10,000	\$10,000		\$20,000
CDBG - Repair Youth & Fam Rec Center	3/18/2015	\$500,000	\$50,000		\$550,000
CDBG Planning Grant	Open	\$50,000	\$5,000		\$55,000
NM Tourism - Event	2/28/15	\$40,000	\$40,000		\$80,000
YCC - Taos Fiscal Agent for RMYC		48,656.17	\$13,000	\$30,450*	61,656.17
E-Rate Subsidy - FY15-16		\$28,474	\$5,024		\$33,498
Total		\$845,155	\$181,056	\$53,750	\$1,059,961
*Inkind match provided by RMYC					

YCC match previously \$12,000

Needed Equipment	Cost	Comments
Dry Fire Suppression System	\$20, 000	The current IT server Room does not have an active dry fire suppression system
9 training PC's	\$13, 200	These will be dedicated PC's not for distribution but to be utilized for in-house training so we can save on training costs where possible.
Access Control System	\$26, 000	Town Hall does not have an access control system which can easily activate and deactivate access for employees entry to the building or into those offices which are already controlled via combination. The current system does not have an easily auditable system to pull records of who entered any controlled door.
Server Virtualization	\$65, 000	The server infrastructure for the TOT is aging and all are either at or near their lifecycle. Replacement of all servers is necessary before they fail and support is no longer available.
Network Switches	\$13, 000	There are several network switches which are unmanaged and beyond their lifecycle and need replacement.
Microsoft Project Server	\$26, 000 licenses only \$43, 000 licenses with installation	To be utilized for managing and scheduling of projects
Council viewing monitors (2)	\$4000	Video monitor system for Council Chambers
Total	\$184, 200	This is using the 43K option on the Project server.



February 10, 2015

Title:

UNM Purchase of Taos Convention Center

Summary:

Discussion, consideration and possible approval of an encroachment agreement, an encroachment and non-exclusive access easement agreement and an amendment to the UNM purchase and sale agreement, all involving the Taos Convention Center.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

- ☐ [Encroachment Agreement](#)
- ☐ [Amendment to Purchase and Sales Agreement](#)
- ☐ [Encroachment and Non-Exclusive Access Easement Agreement](#)

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2015 by and between TOWN OF TAOS, a New Mexico incorporated municipality ("Taos") and the REGENTS OF THE UNIVERSITY OF NEW MEXICO, a constitutionally created educational institution of the State of New Mexico ("UNM") (TAOS and UNM are sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, by Quitclaim Deed dated of even date herewith, Taos has conveyed to UNM that certain real property located at 121 Civic Plaza Drive, Taos, New Mexico, as further described in Exhibit A attached hereto ("Property");

WHEREAS, the Parties acknowledge that the Property includes certain encroachments into adjacent street right-of ways owned by Taos; and

WHEREAS, Taos is willing to permit the encroachments in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. The Recitals are incorporated herein as if fully set forth.
2. Taos hereby permits and accepts the building encroachments located along the Western portion of the Property ("Building Encroachments"), as shown on Exhibit B attached hereto.
3. Taos further permits and accepts the encroachment of certain parking spaces located along the Southeastern portion of the Property ("Parking Encroachment"), as shown on Exhibit C attached hereto.
4. The foregoing covenants shall run with the land and shall be binding upon Taos and UNM as well as each of their respective successors and assigns.
5. As between the Parties, each Party acknowledges that it will be responsible for the claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees. The liability of the Parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27, as amended.

6. This Agreement may be executed in one or more counterparts, including electronic mail counterparts, each of which shall be a fully binding and enforceable agreement against the Party signing such counterpart, but all such counterparts shall together constitute one agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date indicated next to the respective signatures.

TOWN OF TAOS,
a New Mexico incorporated municipality

By: _____

REGENTS OF THE UNIVERSITY OF NEW MEXICO,
a constitutionally created educational institution of the
State of New Mexico

By: _____
David W. Harris, EVP for Administration, CFO & COO

[illegible]

Notary Public

ACKNOWLEDGMENT FOR UNM

[illegible]

Notary Public

February 10, 2015 - Page 53

- - NORTH POLE
- - CROCODILE UNIT LINE
- - SEVEN WARDOL
- - TELEPHONE UNIT-21
- - ORANGE WARDOL
- - SAFETY WEDGE
- - TRANSFORMER
- - TELEPHONE WIRE
- - CROCODILE WARDOL
- - CAT WIRE
- - DRESS WARDOL
- - TELEPHONE WARDOL UNIT
- - BLACK WALL



ALTA/ACSM Land Title Survey
Lots 14, 15, 16 & part of Lots 17 & 20
HINDES ADDITION
a.k.a. Exception 15, Private Claim 125, Parcel 3
Taos Pueblo Grant
projected Section 8, T25N, R13E, NMPM
Town of Taos
Taos County, New Mexico

These data suggest that the 122-MHz band is a structured ground streamer to a first order. The following table summarizes the measured ground streamer parameters.

[illegible]

SURVIVOR'S CERTIFICATE
To The Regents of the University of New Mexico
To Town of Teos
To Fidelity National Title Insurance Company

This is to certify that the ring or post and the survey on which it is based were made in accordance with the 2011 International Standard Label Requirements for ALFA/CAL and The Bonyon, jointly established and adopted by ALFA and IFORS in 2002, and includes lines 1, 3, 4, 1010, 8, 10, 1101, 12, 18 and 19 of Table A (surveys). This ring or post and the survey on which it is based were made in accordance with the International Standards for the Survey of the Bonyon, jointly established and adopted by ALFA and IFORS in 2002, and includes lines 1, 3, 4, 1010, 8, 10, 1101, 12, 18 and 19 of Table A (surveys). The label was made by the Survey of the Bonyon and is entered in the base of my knowledge and belief. The label was made complete on March 27, 2014.



ALPHA PRO SURVEYING LLC
1436 32ND CIRCLE SE, RIO RANCHO, NEW MEXICO 87125
PHONE (505) 882-1076 ALPHAPROSURVEYING.COM
DRAWN BY: CS FILE NO.: 14-056

[illegible]

ALTA/ACSM Land Title Survey
Lots 14, 15, 16 & part of lots 17 & 20
HINDES ADDITION
a.k.a. Exception 15, Private Claim 125, Parcel 3
Taos Pueblo Grant
projected Section 8, T75N, R13E, N40PM
Town of Taos
Taos County, New Mexico

[illegible]

**AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is entered into as the ____ day of February, 2015, by and between TOWN OF TAOS, a New Mexico incorporated municipality ("Seller") and THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate of the State of New Mexico ("Buyer").

RECITALS:

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated December 9, 2014 (the "Agreement"), whereby Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller, upon and subject to the terms and conditions set forth in the Agreement, the "Property" (as defined therein), having the address of 121 Civic Plaza Drive, New Mexico.

B. With this Amendment, Seller and Buyer desire to amend the Agreement in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals: The Recitals set forth above are hereby incorporated herein and made a part of this Amendment.
2. Capitalized Terms: Capitalized terms herein shall have the same meaning as is ascribed to such terms in the Agreement unless otherwise defined herein.
3. Closing: Section 13 of the Agreement is hereby amended to include a subpart E thereunder regarding Seller documents delivered at the Closing, to read as follows:

"E. A fully executed Encroachment Agreement by and between Town of Taos and the Regents of the University of New Mexico, in the form attached hereto."

4. Ratification. All of the provisions of the Agreement are hereby ratified and confirmed and shall remain unchanged and in full force and effect except to the extent they are inconsistent with the provisions of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

SELLER:

TOWN OF TAOS

By: _____

Print Name: Daniel Barrone, Mayor

Execution Date: _____

Address: 400 Camino de la Placita
Taos, NM 87571

Phone: (575) 751-2002

Facsimile: _____

Email: rbellis@taosgov.com

ATTEST:

Renee Lucero, Town Clerk

REVIEWED AND APPROVED BY:

Floyd Lopez, Town of Taos Attorney

BUYER:

THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO, a body corporate of
the State of New Mexico

By: _____

Print Name: DAVID W. HARRIS

Its: Executive Vice President, COO and
CFO

Execution Date: _____

Address: c/o Real Estate Office

Attn: Thomas Neale, Director

2811 Campus Blvd., NE

Albuquerque, NM 87131-3181

Phone: (505) 277-4620

Facsimile: (505) 277-6290

Email: tneale@unm.edu

REVIEWED AND APPROVED BY:

By: _____
Thomas Neale, University of New
Mexico, Director of Real Estate

**ATTACHMENT:
ENCROACHMENT AGREEMENT**

ENCROACHMENT
AND
NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

THIS ENCROACHMENT AND NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2015 by and between TAOS VOLUNTEER FIRE DEPARTMENT, INC., a New Mexico nonprofit corporation ("Grantor") and TOWN OF TAOS, a New Mexico incorporated municipality ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors and assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successors or assigns of Grantee.

RECITALS

WHEREAS, Grantor is the fee simple owner of certain lands situated in Taos County, New Mexico, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, Grantee owns adjacent real property located to the South of the Property, which real property contains a building overhang that encroaches approximately 1.2' onto the Property;

WHEREAS, Grantor has agreed to permit the encroachment onto the Property in accordance with the terms of this Agreement; and

WHEREAS, Grantor has further agreed to grant and convey to Grantee, a permanent non-exclusive access easement over, on, upon and across the alley located along the southern portion of the Property as set forth herein.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The Recitals are incorporated herein as if fully set forth.
2. Encroachment. Grantor hereby permits and accepts the encroachment of the building overhang that encroaches approximately 1.2' along the Southern portion of the Property ("Building Encroachment"), as shown on Exhibit B attached hereto.
3. Easement. Grantor hereby grants to Grantee a permanent non-exclusive access easement over, on, upon and across the alley located along the Southern portion of Grantor's property for the purpose of vehicular and pedestrian ingress and egress to and from Grantee's adjacent property ("Easement").

4. Liability; Maintenance Costs. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to personal or tangible property to the extent they result from the negligence of its respective employees or agents. Grantee shall be responsible for any and all costs related to the operation, upkeep or maintenance of the Easement caused by its use of the Easement. Grantor shall not be responsible for any costs related to the operation, upkeep or maintenance of the Easement caused by Grantee's use.

5. Duration. This Agreement shall remain in full force and effect in perpetuity.

6. Counterparts. This Agreement may be executed in one or more counterparts, including electronic mail counterparts, each of which shall be a fully binding and enforceable agreement against the party signing such counterpart, but all such counterparts shall together constitute one agreement.

7. Amendments. This Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Taos County, New Mexico.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date indicated next to the respective signatures.

GRANTOR:

TAOS VOLUNTEER FIRE DEPARTMENT, a New Mexico nonprofit corporation

By: _____

Its: _____

GRANTEE:

TOWN OF TAOS, a New Mexico incorporated municipality

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

EXHIBIT B

DEPICTION OF BUILDING ENCROACHMENT



February 10, 2015

Title:

Resolution 15-08 Regarding Storm Drain at UNM Health Science Center

Summary:

Discussion, consideration and possible approval of Resolution 15-08 allowing continued use Town of Taos storm drain for the draining of runoff from UNM Health Sciences Center, 121 Civic Plaza Drive, Taos, New Mexico.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

 [Resolution 15-08](#)



RESOLUTION 15-08

A RESOLUTION OF THE TOWN OF TAOS COUNCIL ALLOWING THE CONTINUED USE OF TOWN STORM DRAINS FOR THE DRAINING OF RUNOFF FROM UNM HEALTH SCIENCES FACILITY

WHEREAS, on December 9, 2014, the Town of Taos has entered into a Purchase and Sale Agreement with the Regents of the University of New Mexico (UNM) whereby agreed to purchase from the Town the real property located at 121 Civic Plaza Drive, Taos, New Mexico; and

WHEREAS, the runoff from the property at that address historically has drained into the Town of Taos storm drains; and

WHEREAS, insufficient means exist to contain runoff within that property.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Taos that the continued use of Town of Taos storm drains for the draining of runoff from the UNM Health Sciences Facility located at 121 Civic Plaza Drive, Taos, New Mexico, shall be allowed.

PASSED, APPROVED and ADOPTED, this 10th day of February, 2015, at the Regular Meeting of the Town Council by the following vote:

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

TOWN OF TAOS

Daniel R. Barrone, Mayor

Attest:

Renee Lucero, Town Clerk

Approved as to form:


Floyd W. Lopez, Town Attorney



February 10, 2015

Title:

Domestic Violence Lease with Community Against Violence

Summary:

Discussion, consideration and possible approval of Lease Agreement with Community Against Violence for a Domestic Violence Shelter at 945 Salazar Compound, Taos, New Mexico.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

📎 [CAV Lease Agreement](#)



LEASE AGREEMENT
TOWN OF TAOS and COMMUNITY AGAINST VIOLENCE

This Lease Agreement (hereinafter "Lease") is hereby made and entered into this 28th day of July 2014 by, and between, the TOWN OF TAOS (hereinafter "Town") and **Community Against Violence** (hereinafter "LESSEE").

1. Scope & Purpose. LESSEE desires to lease certain property owned by the Town located at **945 Salazar Compound**, for a Domestic Violence Shelter.
2. Term. The term of this Lease shall be for **4 years**, effective as of the day first written above.
3. Consideration. During the term of and in consideration of this Lease, LESSEE shall pay Town \$9,575 per month this is the fair market rental value of the leased premises. LESSEE may meet its rental obligations through the payment of cash or by providing the following services to the community:
 - a. Crisis Intervention
 - b. Emergency Shelter for Victims
 - c. Medical Advocacy
 - d. Legal Advocacy
 - e. Counseling and Support Groups
 - f. Outreach
 - g. Information and Referrals for clients and non-clients
 - h. Safe Room Program.
 - i. Children's Program
 - j. M.E.N.S. Program
 - k. Library.

LESSEE shall, by June 30th of each year, submit to Town a statement itemizing the value of the services that it wants to credit against its rental obligations, such statement to be in a format and contain such information as Town may reasonably require. LESSEE shall exclude from the value of the services provided (i) the amount of any governmental subsidy or payment it received for the service and (ii) with respect to services, the amount of payments it receives on behalf of service recipients to receive the service. Town may, in its reasonable discretion, request such additional information and documentation as it deems necessary to evaluate LESSEE's statement of values.

Should the value of LESSEE's services not equal or exceed LESSEE's rental obligations for

the previous year, LESSEE shall, within thirty (30) days, pay Town the shortfall with a cashier's check, certified check, or money order. Payments shall be made to the Town's Finance Department.

4. Permitted Uses. The premise(s) shall be used only for that use(s) specified above unless LESSEE has received prior written approval, from the Town, of any other use(s). No illegal act(s) will be done, or allowed to be done, on the premise(s), including the storage of any contraband or other illegal substance or item(s).
5. Utilities & Other Use Charges. LESSEE shall be solely responsible for the timely payment of all utilities and other service or use fees. All utilities shall be placed in the name of the LESSEE.
6. Alterations/Improvements. LESSEE may, with prior written permission of the Town, make such alterations and/or improvements to said premise(s) as may be consistent with the permitted use(s) specified above.

Said alterations/improvements, including permits, permit fees, utilities, easements, etc. shall be a the sole cost of LESSEE and LESSEE shall not allow, permit, or otherwise incur a lien of any sort or kind to be filed against said property. Any such lien, if paid by the Town to protect the Town's interest(s), shall be reimbursed to the Town, by the LESSEE, immediately or the Town may use the Damage/Security deposit and/or attachment and, if necessary, the sale, of personal property located on the premise(s).

Said alterations/improvements, if of a permanent nature, shall become a part of the premises and all title and right(s) to said alterations/improvements shall vest to the Town.

If not a permanent nature, said alteration/improvement may be removed by LESSEE, upon termination of this lease and the premises(s) restored to its (their) original conditions, excepting normal wear and tear.

7. Standard(s) of Construction. All construction, whether new or renovation, shall be done in a professional manner and meet all building requirements and codes as determined by the Town of Taos Planning Department or other appropriate official/department.
8. Maintenance. LESSEE shall, at its sole cost and expense, maintain the property and improvements in a clean and orderly condition and shall maintain and replace, when necessary, all plumbing, wiring, glass, heating, lighting, and lighting fixtures located on, in, or attached to any portion of the leased premise(s).

The Town shall be the sole judge of the quality of the maintenance and, upon written notice by the Town to LESSEE; LESSEE shall be required to perform whatever maintenance is deemed reasonable or necessary. If said maintenance is not undertaken by LESSEE within ten (10) days or competed within the time prescribed in the written notice, the Town shall have the right to enter upon the leased premise(s)

and perform the necessary maintenance and such cost(s) shall be billed to the LESSEE who shall make payment in full within thirty days of said billing. Alternatively, the Town may in its sole discretion, declare the Lease breached and voidable and terminate the Lease as provided above.

9. Security. LESSEE acknowledges and agrees that security of LESSEE's property is solely the responsibility of LESSEE and will ensure that adequate insurance and/or protective measures are taken to protect LESSEE's property. It is specifically understood and accepted that the Town assumes no responsibility for the security of LESSEE's property. The Town reserves the right to make changes to the building structure in order to protect the health and safety of CAV residents, visitors and staff. Including but not limited to safety glass, security lighting, and cameras (in accordance with confidentiality laws) or any other item that Town deems necessary for the protection and safety of CAV residents and staff.
10. Inspection. The Town reserves the right to enter the premise(s) for the purpose of inspection, to cure maintenance problems, in the interest of public safety, or upon such other good cause. The Town will attempt, where feasible, to advise LESSEE at least twenty-four (24) hours prior to entry.
11. Insurance. LESSEE shall maintain property and general liability insurance in an amount at least equal to the value of the property, any item(s) and/or property contained therein, and to satisfy the requirements of the New Mexico Tort Claims Act. LESSEE shall ensure that the Town be named as additional insured on all insurance policies, and shall provide a copy of such policies to the Town Legal Department and the Town of Taos Grants Administrator .
12. Indemnification. LESSEE acknowledges and agrees that use of the Town property and the premises described herein are at LESSEE's sole risk. LESSEE, by execution of this lease, agrees to defend, indemnify and hold harmless the Town from any and all claims, suits, and causes of action which may arise from LESSEE's performance or use under this Lease unless specifically exempted by New Mexico Law.

LESSEE further agrees to hold harmless the Town from all personal claims for any injury or death sustained by LESSEE, its employees, agents, invitee or their representatives while engaged in the performance of or use under this Lease.

13. Assignment/Subcontracting. LESSEE shall not assign, transfer, subcontract, or otherwise affect any interest in this Lease without the prior written approval of the TOWN.
14. Breach by LESSEE. In the event that LESSEE fails to comply with any term, condition or obligation required under this Lease, the Town may consider LESSEE to have breached the Lease and, in the sole option of the Town, may either declare the Lease voidable and terminate the Lease as provided below, or may negotiate a cure of the breach or default on such terms and conditions as may be acceptable to the Town. Breach of the

Lease will be subject to the terms/conditions of the original funding source.

15. Termination. This Lease may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective three (3) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to LESSEE (personally or at LESSEE's office) or when delivered to the Office of the Town Manager. In no event shall termination nullify obligations of either party prior to the effective date of termination. Termination of the Lease will be subject to the terms/conditions of the original funding source.
16. Status of LESSEE and its employees and agents. The LESSEE acknowledges that it is an entity entirely independent of the Town and that neither it, its employees, agents sub lessees, or representatives shall be considered employees or agents of the Town, nor shall they be eligible by virtue of this Lease Agreement, to accrue leave, retirement benefits, insurance benefits, use of Town vehicles or other benefits provided to Town employees.
17. Binding Effect. This Lease shall be binding upon the parties, their heirs, successor(s)-in-interest(s) or other lawful claimant(s).
18. Scope of Agreement. This Lease 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 and attached to this Lease.
19. Applicable Law. This Lease shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN.
20. Judicial Enforcement. Any legal proceeding brought against the either party, arising out of this lease agreement, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
21. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this Lease is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
22. Amendment. This Lease shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties and appended hereto.
23. Confidentiality. Any confidential information provided to or developed by the LESSEE in the performance of this Lease Agreement shall be kept confidential and shall not be made available to any individual or organization by the Town without prior approval by the LESSEE and would be in accordance with federal and state confidentiality laws.

24. Conflict of Interest. The LESSEE warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in a manner of degree with the Lease Agreement.
25. Merger. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements or understandings, have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
26. Penalties for violation of law. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statute imposes felony penalties for illegal bribes, gratuities and kickbacks.
27. Equal Opportunity Compliance. The LESSEE agrees to abide by all federal and state laws and rules and regulations and executive orders of Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the LESSEE assures that no person shall, on the grounds of race, religion, color, national origin, ancestry, and sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Lease Agreement. If LESSEE is found not to be in compliance with these requirements during the life of this Lease Agreement, LESSEE agrees to take appropriate steps to correct these deficiencies.
28. Notices. All notices required to be sent pursuant to this lease shall be sent to the parties at the address below unless the parties are otherwise advised of a change of address in writing. The designated authorized representative for LESSEE and permanent mailing address is:

Community against Violence
Melinda Williams, Executive Director (or current Executive Director)
P.O. Box 169
Taos, NM 87571

The designated authorized and permanent mailing address for the Town is:

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

29. Authority. The individual(s) signing this agreement on behalf of the LESSEE represents and warrants that he or she has the power and authority to bind LESSEE, and that no

further action, resolution or approval from LESSEE is necessary to enter into a binding lease agreement.

LESSEE

TOWN OF TAOS

Malinda Williams, Executive Director

Daniel Barrone, Mayor

Date

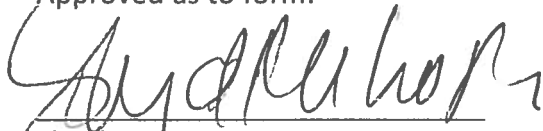
Date

ATTEST:

Renee Lucero, Town Clerk

Approved as to form:


Approved:



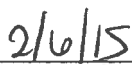
Floyd W. Lopez, Town Attorney



Marietta S. Fambro, Finance Director



Date



Date

Reviewed and Approved:

Department of Finance and Administration,
Local Government Division Director

Date

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF TAOS)

The foregoing instrument was acknowledged before me on the ____ day of February,
2015 by Malinda Williams, Executive Director of Community Against Violence

(seal)

Notary Public

My Commission Expires:

The foregoing instrument was acknowledged before me on the ____ day of February,
2015 by Daniel Barrone, Mayor of the Town of Taos

(seal)

Notary Public

My Commission Expires:



February 10, 2015

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Town of Taos Municipal Local Economic Development Act (LEDA) Ordinance

Summary:

Discussion and direction to staff to publish and establish a date for a public hearing.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

📎 [Redlined Draft Ordinance](#)

4.20.010: SHORT TITLE:

This chapter may be cited as the TOWN OF TAOS ECONOMIC DEVELOPMENT ~~PLAN~~ ORDINANCE. (Ord. 00-22 § 1, 2000)

4.20.020: AUTHORITY:

This chapter is enacted pursuant to the express statutory authority conferred upon municipalities to allow public support of economic development¹. ~~This chapter is adopted as part of the town's economic development plan.~~

4.20.030: PURPOSE:

The purpose of this chapter is to allow public support of economic development projects to foster, promote, and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources. Further, the purpose of this chapter is to allow the town of Taos to enter into one or more joint power agreements with other local governments to plan and support regional economic development projects.

4.20.040: DEFINITIONS:

As used in this chapter:

ARTS AND CULTURAL DISTRICT: a developed district of public and private uses that is created pursuant to the Arts and Cultural District Act of the State of New Mexico (15-5A-1 to 15-5A-7 NMSA 1978)

CULTURAL FACILITY: a facility that is owned by the state, a county, a municipality or a qualifying entity that serves the public through preserving, educating, and promoting the arts and culture of a particular locale, including theaters, museums, libraries, galleries, cultural compounds, educational organizations, performing arts venues and organizations, fine arts organizations, studios and media laboratories and live-work housing facilities.

ECONOMIC DEVELOPMENT CONTRACTOR: One or more individuals, corporations, associations, partnerships or other legal entities with whom the town has entered into a written agreement for recruitment of new businesses and job opportunities, the expansion of existing business and industry, and other related services to preserve, promote, diversify, and strengthen the business and general economic base of the town of Taos and its environs.

ECONOMIC DEVELOPMENT PROJECT: The provision of direct or indirect assistance to a qualifying entity and includes the purchase, lease, grant, construction, reconstruction, improvement or other acquisition or conveyance of land, buildings or other infrastructure; public works improvements essential to the location or expansion of a qualifying entity; payments for professional services contracts necessary for local or regional governments to implement a plan or project; the provision of direct loans or grants for land, buildings or infrastructure; [technical assistance to cultural facilities](#); loan guarantees securing the cost of land, buildings or infrastructure in an amount not to exceed the revenue that may be derived

from the municipal infrastructure gross receipts tax or the county infrastructure gross receipts tax; grants for public works infrastructure improvements essential to the location or expansion of a qualifying entity; [grants or subsidies to cultural facilities](#); purchase of land for a publicly held industrial park [or a publicly owned cultural facility](#); and the construction of a building for use by a qualifying entity.

GOVERNING BODY: The town [council](#) of [the Town of Taos](#) ~~council~~.

PERSON: An individual, corporation, association, partnership or other legal entity.

PROJECT PARTICIPATION AGREEMENT: An agreement between a qualifying entity and the town whereby the town provides assistance to an economic development project in exchange for the benefits received as set forth in this chapter.

QUALIFYING ENTITY: A corporation, limited liability company, partnership, joint venture, syndicate, association or other person that is one or a combination of two (2) or more of the following:

A. An industry for the manufacturing, processing, or assembling of any agricultural or manufactured products;

B. A commercial enterprise for storing, warehousing, distribution or selling products of agriculture, mining or industry, but other than provided in subsection D or E of this definition, not including any enterprise for ~~sale of goods or commodities at retail or for~~ the distribution to the public of electricity, gas, water or telephone or other services commonly classified as public utilities;

C. A business in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer; ~~but, other than provided in subsection D of this definition, not including businesses primarily engaged in the sale of goods or commodities at retail;~~

D. A telecommunications sales enterprise that makes the majority of its sales to persons outside of New Mexico; ~~or~~

E. A facility for the direct sales by growers of agricultural products, commonly known as farmers' markets.

[F. A business that is the developer of a metropolitan redevelopment project;](#)

[G. A cultural facility;](#)

[H. A retail business](#)

[REGIONAL GOVERNMENT: any combination of municipalities and counties that enter into a joint powers agreement to provide for economic development projects pursuant to a plan adopted by all parties to the joint powers agreement.](#)

[RETAIL BUSINESS: a business that is primarily engaged in the sale of goods or commodities at retail.](#)

4.20.050: ECONOMIC DEVELOPMENT- ~~ASSISTANCE PLAN~~:

A. The governing body may assist economic development projects in any legally permissible manner including, but not limited to, provision of land, buildings and infrastructure provided that all the requirements of this chapter are met. The town may provide land, buildings, or infrastructure that it already owns, or it may build, purchase or lease the facilities needed for an economic development project. The town, at its sole discretion, may bear the full cost or contribute a portion of the costs including the waiver of applicable fees. The town, at its sole discretion, may also contribute to the payment of costs for professional service contracts such as industry feasibility studies and planning and design services needed to implement a project.

B. The governing body may consider offering all forms of assistance allowed under this chapter and any other legally permissible forms of assistance; however, this does not establish any obligation on the town's part to offer any specific type or level of assistance.

C. The money expended by the town of Taos in any one fiscal year shall not exceed ~~ten~~five percent (~~10~~5%) of the annual general funds expenditure by the town of Taos during that fiscal year. The limits of this section shall not apply to:

1. The value of any land or building contributed to any project pursuant to a project participation agreement;

2. Revenue generated through the imposition of the municipal infrastructure gross receipts tax pursuant to the ~~M~~municipal ~~L~~local ~~e~~Option ~~g~~Gross ~~r~~Receipts ~~t~~Taxes ~~a~~Act for furthering or implementing economic development plans and projects as defined in the ~~L~~local ~~E~~economic ~~d~~Development ~~a~~Act or projects as defined in the Statewide Economic Development Finance Act; provided that no more than the greater of fifty thousand dollars (\$50,000.00) or ten percent (10%) of the revenue collected shall be used for promotion and administration of or professional services contracts related to the implementation of any such economic development plan adopted by the governing body;

3. The proceeds of a revenue bond issue to which municipal infrastructure gross receipts tax revenue is pledged;

4. Funds donated by private entities to be used for defraying the cost of a project.

D. The town of Taos shall maintain an economic development fund into which it shall deposit the revenue for economic development and any income from the economic development fund to which the limits of subsection C of this section do not apply. Money in the economic development fund may be expended only as provided in the Local Economic Development Act or the Statewide Economic Development Finance Act.

4.20.060: ECONOMIC DEVELOPMENT CONTRACTOR:

At its sole discretion, the governing body may assign to one or more of its economic development contractors the following responsibilities with regards to the economic development plan of the town of Taos:

- A. Reviewing and making recommendations to the governing body on applications for assistance for economic development projects;
- B. Reviewing and making recommendations to the governing body on applications for industrial revenue bonds (IRBs); and
- C. Performing such other tasks as the governing body may determine necessary or desirable to further the economic development projects contemplated herein.

4.20.070: APPLICATION REQUIREMENTS:

A. Any "qualifying entity" meeting the definition set forth in section 4.20.040 of this chapter may propose an economic development project to the town. Meeting the definition of a "qualifying entity" does not create any obligation on the part of the town.

B. Applications from qualifying entities shall be submitted to the office of the town manager.

C. Applications shall contain at least the following information organized in the order listed below:

1. Identification information:

- a. Complete name and address of the qualifying entity;
- b. Incorporation papers with bylaws;
- c. List of board of directors and executive directors, with addresses; and
- d. Resumes of all directors and officers.

2. Evidence of financial solvency (personal statements of principals):

- a. Financial statements (income statements and balance sheets) for the past three (3) years;
- b. Federal tax numbers, New Mexico state taxation and revenue number and town's business license;
- c. Projected income statement for at least three (3) years.

3. Evidence of organizational capacity:

- a. Brief history of the qualifying entity;
- b. Organizational chart of the qualifying entity;

c. Business plans for the qualifying entity and proposed project (including cash flow analysis);

d. Evidence of ability to manage the project, such as, but not limited to:

(1) List and description of previously completed projects; and

(2) Resumes of key staff involved with project;

e. The qualifying entity shall disclose the following information (if the answer is yes, the entity shall attach a written explanation):

(1) Has the qualifying entity or any of its officers ever been involved in a bankruptcy?

(2) Has the qualifying entity or any of its officers ever defaulted on obligations on which payments are not current?

(3) Does the qualifying entity have any loans or other financial obligations on which payments are not current?

4. Funding sources for the proposed economic development project:

a. Equity investment of qualifying entity;

b. Specific assistance being requested of the town (e.g., specific parcel of land, applicable fees, etc.), with the estimate of value; and

c. Funding sources other than the town with letters of commitment of intent to fund.

5. A complete and specific description of the proposed economic development project, including, but not necessarily limited to:

a. Business activities to be conducted;

b. Management and staffing requirements;

c. Property and equipment requirements;

d. Markets;

e. Transportation requirements;

f. Utility requirements, including, but not limited to, electric, gas, and water;

g. Solid and liquid waste disposal requirements;

h. Infrastructure requirements;

i. Regulatory compliance requirements; and

j. Environmental assessment.

6. A complete and specific cost-benefit analysis. The source and rationale for any multiplier effects shall be identified. The cost benefit analysis shall show that the town will recoup the value of its donation within a maximum period of ten (10) years.

7. A complete and specific description of the proposed economic development project's substantive contributions to the town including, but not limited to, such factors as in-kind services to the town, jobs, expanded tax base, property or other thing or service of value for the expansion or improvement of the economy.

8. A complete and specific description of the employee job training and career development plan for the proposed economic development project.

9. Any other information necessary for the town to make a determination as to whether or not the applicant is a qualifying entity.

10. Any other information required of the applicant by the governing body.

4.20.080: APPLICATION REVIEW PROCESS:

A. The governing body shall review each project application in accordance with the criteria set forth hereinafter and all applicable laws, rules, regulations, and policies and shall determine whether the entity and the proposed project qualify pursuant to this chapter and all applicable state laws and regulations.

B. If requested to do so by the governing body, the town's economic development contractor shall review and make recommendations to the governing body regarding the proposed project or projects.

4.20.090: APPLICATION REVIEW CRITERIA:

A. Applications for economic development projects requesting economic assistance from the town shall be evaluated by the following criteria:

1. Compliance with all requirements for a "qualifying entity" and an "economic development project";

2. Feasibility and substantive contribution of the proposed economic development project;

3. Evidence of financial solvency and financial ability to undertake and complete the proposed economic development project;

4. Qualifications of the principals to undertake and complete the proposed economic development project;

5. Stability of the qualifying entity and organizational capacity to undertake and complete the proposed economic development project;

6. Cost-benefit analysis:

- a. The number and types of jobs to be created both temporary construction jobs and permanent jobs (by New Mexico department of labor job category);
- b. Pay scales of jobs;
- c. Determination of which jobs are expected to be filled locally and which will be filled by transfers from other facilities or recruited from outside the Taos area;
- d. Total payroll expected at startup and after one year;
- e. Anticipated impact of project on local tax base; and
- f. Anticipated impact on local school system; and
- g. Anticipated impact on regional environment; and
- h. Anticipated impact on utilities, water, and other infrastructure; and
- i. Anticipated impact on the community socioeconomic structure and cultural and historical heritage.

4.20.100: PUBLIC SAFEGUARDS:

A. All economic development projects receiving assistance from the town shall be subject to an annual performance review conducted by the governing body or its designee. The review shall evaluate whether the project is attaining the goals and objectives set forth in the project participation agreement. This review shall be presented to the governing body for their consideration. The governing body at a public meeting, in a manner consistent with law, may terminate assistance to the economic development project by enactment of an ordinance which terminates the agreement and specifies the disposition of all assets and obligations of the project.

B. The town shall retain a security interest which shall be specified in the project participation agreement. The type of security given shall depend upon the nature of the economic development project and assistance provided by the town. Types of security may include, but are not limited to:

- 1. Letter of credit in the town's name;
- 2. Performance bond equal to the town's contribution;
- 3. A mortgage or lien on property or equipment;
- 4. Prorated reimbursement of donations if a qualifying entity reduces its work force or leaves the community before the end of the agreed upon term; and

5. Other security agreeable to both parties.

C. Should a qualifying entity move, sell, lease or transfer a majority interest in the economic development project before the expiration of project participation agreement, the town retains the right to deny any and all assignments, sales, leases or transfers of any interests in the economic development project until adequate assurances are made that the transferee, assignee, or lessee is a qualifying entity and that the terms of the agreement will be satisfied by the transferee, assignee, or lessee. At its sole discretion, the town may choose to deny said assignment, lease, or transfer or may negotiate a new agreement with the new operator, or the town may reclaim the facility and enter into an agreement with a new qualifying entity.

D. Any qualifying entity seeking assistance from public resources shall commit to operate in accordance with its project participation agreement for a minimum of ~~ten-five~~(510) years from the date the ordinance adopting the project participation agreement is passed by the governing body.

4.20.110: PROJECT PARTICIPATION AGREEMENT:

A. The qualifying entity shall submit to the town manager for review by the governing body a draft project participation agreement which states the contributions and obligations of all parties in the economic development project. The agreement must clearly state the following items:

1. The economic development goals of the project;
2. The contributions of the town and the qualifying entity;
3. The specific performance objectives;
4. A schedule for project development and goal attainment;
5. The security or securities being offered for the town's investment;
6. The procedures by which a project may be terminated and the town's investment recovered;
and
7. The time period for which the town shall retain an interest in the project. Each project agreement shall have a "sunset" clause after which the town shall relinquish interest in and oversight of the project.

B. After reviewing the draft, the governing body or its designee may negotiate any final terms and conditions of the agreement for final approval by the governing body.

C. Each project participation agreement shall be adopted as an ordinance and enacted by the governing body at a public meeting.

D. All project participation agreements shall require a substantive contribution from the qualifying entity for each economic development project in return for Public support. A substantive contribution shall be

of value and may be paid in money, in-kind services, jobs, expanded tax base, property or other thing or service of value for the expansion of the economy.

E. The qualifying entity shall provide security to the Town of Taos within the project participation agreement for the Public support provided. The security shall secure the qualifying entity's obligations based on the terms stated in the project participation agreement and shall reflect the amount of public support provided to the qualifying entity and the substantive contribution expected from the qualifying entity.

F. The project participation agreement shall contain a mechanism for the Town to recover the public support provided to the qualifying entity in the event that the qualifying entity fails to provide all or part of the substantive contribution expected from the qualifying entity. The recovery of public support shall be proportional to the failed performance of the qualifying entity in regards to its substantive contribution and shall take into account all previous substantive contributions for the economic development project performed by the qualifying entity and shall be based on the recovery mechanism and terms specified in the project participation agreement.

G. The project participation agreement must contain, at a minimum, the following:

1. the contributions to be made by each party to the participation agreement;

2. the security provided by the qualifying entity to the Town and any other governmental entity that is a party to the project participation agreement and shall specify the form of the security such as a lien, mortgage or other indenture and the pledge of the qualifying entity's financial or material participation and cooperation to guarantee the qualifying entity's performance pursuant to the project participation agreement;

3. a schedule for project development review and actions to be taken upon a determination that project performance is unsatisfactory.

4.20.120: PROJECT MONIES:

All project monies shall be kept in a separate account by the entity and the town, with such accounts clearly identified. These accounts shall be subject to an annual independent audit.

4.20.130: TERMINATION:

At any time, the governing body may terminate this chapter, the town's community development plan, and any or all projects. Termination shall be by ordinance. An ordinance repealing an economic development plan shall provide for satisfying existing contracts and rights of the parties arising from those contracts. Upon the repeal of a plan and termination or dissolution of a project, any unexpended and unencumbered balances remaining in any project fund or account may be transferred to the town's general fund. In the case of funds or accounts of a joint or regional government project, the unexpended and unencumbered balances shall be divided among the local governments as provided in the joint powers agreement.

4.20.140: JOINT OR REGIONAL PROJECTS:

The town may engage in economic development projects involving one or more other governmental entities for projects, which encompass more than one municipality or county. In such instances, a joint powers agreement shall be adopted by the relevant governing bodies. This agreement will establish the application criteria and the terms of all project participation agreements. Criteria established under a joint power agreement shall be consistent with the provisions of this chapter.



February 10, 2015

Title:

Public Forum on Downtown Issues, Thursday, February 12th at 6 pm

Summary:

Informational item.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Appointment to Holy Cross Hospital Nominating Committee

Summary:

Appointment of a member to the Holy Cross Hospital Nominating Committee for one year.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Lease agreement to Taos County for the Ancianos Senior Center

Summary:

Discussion, consideration and possible approval of a lease of the physical facility and grounds, with certain provisions, for the improvement, maintenance and continued operation of the site as a Senior Citizen Center.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

Other Matters

Summary:

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Disapproval

Attachments:

Click to download

No Attachments Available



February 10, 2015

Title:

WATER RIGHTS

Summary:

(Executive and Public Session Informational Items/Action Items) Discussion, consideration and decision regarding the purchase of water rights. This item may be discussed in closed session under Open Meetings Act exemption 10-15-1(H)(8), which allows the discussion of purchase, acquisition or disposal of water rights.

Background:

Staff Recommendation:

Recommend Approval/Disapproval:

Recommend Approval

Attachments:

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No Attachments Available