



AGENDA
February 8, 2011
Regular Meeting
Town Council Chambers - 120 Civic Plaza Drive
1:30 PM

1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

A. Executive Session

The Council will adjourn to go into Executive Session to discuss limited personnel matters regarding the Town Manager pursuant to NMSA 1978 10-15-1-H.2.

B. Personnel Action

Personnel action concerning Town Manager. Pursuant to Section 3.64.100 of the Town Code, the Council shall vote to approve or disapprove the suspension of the Town Manager. Such approval or disapproval shall be by a majority vote of all the members of the governing body.

5. APPROVAL OF MINUTES

A. January 11, 2011 Regular Meeting Minutes

6. AWARDS AND RECOGNITIONS

A. Rick Anglada, Chief of Police

Recognition of Officer Jason Trujillo and presentation of the Chief's Challenge Coin and plaque for being selected Officer of the Year for 2010.

7. CITIZENS FORUM

8. MATTERS FROM STAFF

A. Brian Greer, Youth and Family Center Director

Staff recommends the following closing of the roadway and plaza to vehicular traffic to protect and ensure the safety of the expected pedestrian participants:

- 15th Annual Children's Halloween Party at Rio Grande Hall, Bataan Hall and Don Fernando Hall on Saturday October 29, 2011 from 2:00 PM to 5:00 PM. Staff would like to close the roadway from 1:00 PM to 5:30 PM.

- 29th Annual Yuletide Arts & Crafts Fair at Rio Grande Hall, Bataan Hall and Don Fernando Hall on Friday, November 25th and Saturday, November 26th from 10:00 AM to 5:00 PM and Sunday, November 27th from 11:00 AM to 4:00 PM. Staff would like to close the roadway on Friday, November 26th and Saturday, November 27th from 9:00 AM to 5:30 PM and on Sunday November 28th from 10:00 AM to 4:30 PM.

- 25th Annual Yuletide Caroling and Tree Lighting at Taos Plaza on Friday, December 2, 2011 from 4:00 PM to 6:00 PM. Staff would like to close the Taos Plaza to vehicular traffic from 3:00 PM to 6:30 PM.

- Taos Auto Enthusiasts Car Club Autumn Run Street Dance at Taos Plaza on Saturday, August 27, 2011 from 6:00 PM to 10:00 PM. They would like to close the Taos Plaza to vehicular traffic from 4:00 PM to 10:00 PM.

B. Brian Greer, Youth and Family Center Director

To inform the Mayor, Council and the community that Kit Carson Electric has agreed to sponsor the electricity for the Holiday Street Decorations up to \$1,000 in cost per watts from the 2010 Holiday Season forward.

C. Marietta Fambro, Finance Director

Review and approval of Audit Report for the Town of Taos 2010-2011 Fiscal Year prepared by Accounting & Consulting Group, LLP.

9. PUBLIC HEARINGS

A. Allen Ferguson, Town Attorney

Consideration and approval of Ordinance 11-03; An ordinance amending Ordinance 05-03 of the Town of Taos and establishing an Affordable Housing Program pursuant to the Affordable Housing Act; defining terms; establishing application requirements and review criteria; and establishing procedures to administer an Affordable Housing Program.

10. MATTERS FROM THE TOWN ATTORNEY

A. Allen Ferguson, Town Attorney

Consideration and approval of Resolution 11-12; Waiver of immediate family member contracting with the Town of Taos. Granting a waiver for emergency plumbing work by Ismael Adame, dba In and Out

Plumbing, related to Town of Taos employee Abigail Adame, to repair frozen water lines in Town buildings.

B. Allen Ferguson, Town Attorney

Approval of Contract No. TT-11-213, Supplemental Agreement between Town of Taos and Taos Center for the Arts, Inc. (TCA), for TCA to lease approximately \$100,000 of equipment paid for from a grant from Department of Finance and Administration (DFA). The Council has already approved the grant agreement with DFA. As with TCA's rental obligation for the TCA building, TCA will be permitted to pay rent on the equipment by the services that TCA offers to the community, including programming community events, marketing, and outreach to schools. The rental value of the equipment will be added to TCA's obligation in this regard.

11. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER

12. ADJOURNMENT

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

- *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.*



February 8, 2011

Title:

Executive Session

Summary:

The Council will adjourn to go into Executive Session to discuss limited personnel matters regarding the Town Manager pursuant to NMSA 1978 10-15-1-H.2.

Background:

Attachments:

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APPROVALS:

Date/Time:	Approval:	Department:
1/31/2011 10:03 AM	Approved	Town Clerk



February 8, 2011

Title:

Personnel Action

Summary:

Personnel action concerning Town Manager. Pursuant to Section 3.64.100 of the Town Code, the Council shall vote to approve or disapprove the suspension of the Town Manager. Such approval or disapproval shall be by a majority vote of all the members of the governing body.

Background:

3.64.100: REMOVAL/SUSPENSION OF APPOINTED OFFICERS:

- A. The mayor or town manager may remove any appointed officer from their appointed position, with or without cause, upon the approval of a majority of all members of the governing body.
- B. The mayor or town manager may suspend with pay any appointed officer from their appointed position until the next regular meeting of the governing body, at which time the suspension or dismissal shall be approved or disapproved by a majority of all the members of the governing body.
- C. If the suspension or dismissal is disapproved by the governing body, the employee shall be reinstated and paid any lost compensation during the time of suspension or dismissal.
- D. If the suspension or dismissal is approved by the governing body, the mayor's or town manager's decision will stand and shall be final.
- E. Nothing in this title shall prevent, limit or otherwise interfere with the right of the mayor, with the consent of the governing body, to terminate the services of appointed officers at any

time, subject only to the provisions contained herein. (Ord. 98-2 § 1, 1998: prior code § 2-53)

Attachments:

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No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
1/31/2011 10:03 AM	Approved	Town Clerk



February 8, 2011

Title:

January 11, 2011 Regular Meeting Minutes

Summary:

Background:

Attachments:

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 [Minutes](#)

APPROVALS:

Date/Time:

1/14/2011 3:49 PM

Approval:

Approved

Department:

Town Clerk



MINUTES
January 11, 2011
Regular Meeting
Town Council Chambers - 120 Civic Plaza Drive
1:30 PM

1. CALL TO ORDER BY THE HONORABLE MAYOR DARREN M. CORDOVA

The Regular Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:37 p.m.

2. ROLL CALL

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

Those present were:

Mayor, Darren M. Cordova
Mayor Pro Tem, Rudy C. Abeyta
Councilmember, A. Eugene Sanchez
Councilmember, Amy J. Quintana
Councilmember, Michael A. Silva
Youth Councilmember, Brooke Cisneros

Also present were:

Town Manager, Daniel Miera
Assistant Town Manager, Abigail Adame
Town Clerk, Renee Lucero
Town Attorney, Allen Ferguson

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Abeyta led the audience in the pledge of allegiance.

4. APPROVAL OF AGENDA

ADD Item 3) to Executive Session: Limited personnel matters regarding the hiring of the Planning & Zoning Director pursuant to NMSA 1978 10-15-1-H.(2).

Councilmember Silva made a motion to approve the Agenda as amended. Mayor Pro Tem Abeyta seconded the motion. The motion carried unanimously.

5. APPROVAL OF MINUTES

A. December 14, 2010 Regular Meeting Minutes

Changes to Minutes:

Page 23, line 12, add the word "he" after the word "stated."

Page 23, line 13, add the word "he" after the word "believes."

Page 17, line 45, change the word "he" to "Mr. Miera."

Councilmember Quintana made a motion to approve the Minutes of December 14, 2010 as amended. Councilmember Sanchez seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

Mayor Cordova stated, due to the burden placed on staff, the minutes should not be produced in a verbatim format in the future. He further stated most meetings are video and audio recorded and such recordings can be made part of the official record.

Mr. Miera stated staff can add language to the Town's Open Meetings Resolution indicating that video and audio recordings are available as part of the official record.

B. December 28, 2010 Regular Meeting Minutes

Mayor Pro Tem Abeyta made a motion to approve the Minutes of December 28, 2010 as presented. Councilmember Silva seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez and Silva. Councilmember Quintana abstained because she was absent from the meeting on December 28, 2010.

6. CITIZENS FORUM

7. CONSENT AGENDA

A. Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

Authorization and approval to accept Amendment One to Grant Agreement 11-690-12421-1 from the State of New Mexico Children, Youth and Families Department increasing the grant amount by \$15,700 for a new contract total of \$146,700. The Town of Taos acts as the fiscal agent for the Taos County Juvenile Justice Program.

B. Marietta Fambro, Finance Director (with Miranda Quintana, Grants Administrator)

Authorization and approval to accept a Fire Protection Grant in the amount of \$100,000 for the purchase of an Urban Interface Engine. A Town match of \$20,000 (20%) is required and is budgeted in line item

51-19-45004.

C. Marietta Fambro, Finance Director

Consideration and approval of Resolution 11-02; Budget Adjustment Request - 1) Community Grants Fund (30) - Increase revenues and expenditures in the amount of \$15,700 for an additional grant amount received from the State of NM-CYFD for the Juvenile Justice program, Town of Taos acts as fiscal agent for this grant; 2) 1/4 Municipal GRT Fund (32) - Increase revenues and interfund transfer out to fund 59 in the amount of \$24,569 to cover a portion needed for Change Order No. 1 to Advantage Asphalt for Este Es Road Improvement; 3) Vehicle Replacement Fund (54) - Transfer from capital outlay to operating expense to purchase miscellaneous equipment for the new police units; 4) Capital Projects Fund (51) - Increase revenues and expenditures in the amount of \$100,000 for a grant received from the New Mexico Fire Protection Grant Council for the purchase of an urban interface engine; 5) 1999 Gas Tax Construction Fund (59) - Increase interfund transfer in and expenditures in the amount of \$24,569 to cover a portion needed for Change Order No. 1 to Advantage Asphalt for Este Es Road Improvements.

D. Marietta Fambro, Finance Director (with Shirley Lujan, Central Communications Superintendent)

Authorization and approval to accept Grant Agreement 10-E-07 from the State of New Mexico Department of Finance and Administration Local Government Division in the amount of \$824,340 for the Enhanced 911 Telephone Emergency System. This agreement is through June 30, 2014 and replaces grant agreement 9-E-07 which terminates on January 31, 2011.

Item 7.D. was removed for discussion.

Mayor Pro Tem Abeyta made a motion to approve the Consent Agenda as amended. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

Item 7.D.

Mayor Cordova asked if the County has any involvement with this grant and if it is an annual grant. Ms. Fambro stated the grant is an extension of the current grant and is a pass-through grant; therefore, the Town of Taos does not actually manage the funding because it is on a reimbursement basis. Ms. Lujan stated the County does not have any involvement with this grant.

Councilmember Silva made a motion to approve Item 7.D. as presented. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

8. MATTERS FROM STAFF

A. Amos Torres, Public Utilities Director

1 Consideration and approval of Change Order 5 to Contract TT-10-192
 2 with AUI Inc. for the Wastewater Treatment Plant Upgrade project. The
 3 change order is for electrical scope changes for the GE equipment,
 4 additional conduit required by Kit Carson Electric for Fiber Optic lines,
 5 deletion of gas heaters & piping, deletion of PRV in water piping and the
 6 removal of a wall in the west basin. The total amount of the Change
 7 Order is \$81,580.01 plus NMGR for a total amount of \$87,392.59. The
 8 amount of additional days for this change order is 17 days added to the
 9 contract time.

10 Mr. Torres stated the Change Order will be paid from the Water Trust Board
 11 Grant which was set aside for contingency and not from Town of Taos funds.
 12 He also stated the price was negotiated, with the assistance of the
 13 engineers, from \$187,000 to \$81,580.01. In addition, the contract days were
 14 negotiated from 77 days for project completion to 17 days.

15 Councilmember Silva asked how Mr. Torres was able to successfully negotiate
 16 the tremendous cut in price and project completion days. Mr. Torres stated the
 17 numbers of days that were originally proposed were not justifiable and when the
 18 numbers of days were decreased, the price was also decreased.

19 Councilmember Quintana asked if it is normal to charge 42.5% for Labor Burden
 20 as listed on the Change Proposal form. Mr. Torres explained that amount was
 21 listed on the contract and he has talked to Mr. Miera about it. He further stated
 22 he will review the contract documents more closely in the future.

23 Councilmember Sanchez stated he believes the charge of 42.5% for Labor
 24 Burden is unreasonable and would like for the contractor to justify and break
 25 down the costs so that Mr. Torres can present the information at a future
 26 meeting.

27
 28 **Councilmember Sanchez made a motion to approve Change Order 5 to**
 29 **Contract TT-10-192 with AUI Inc. for the Wastewater Treatment Plant**
 30 **Upgrade project. Councilmember Silva seconded the motion. The motion**
 31 **was approved by an affirmative vote. Those voting AYE were: Mayor Pro**
 32 **Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.**

33 **B. Loretta Trujillo, Human Resources Director**

34 In accordance with Town Code 3.32.010(E): The Mayor shall appoint all
 35 officers and employees, upon the recommendation of the
 36 Town Manager, subject to the approval of the majority members of the
 37 Town Council. Consideration and approval of appointment of
 38 Employees: Penny Larson - Communications Equipment Operator
 39 (FTE) and Richard Sanchez - Communications Equipment Operator
 40 (FTE). Both appointments are pending the successful completion of the
 41 pre-employment process.

42 Ms. Trujillo stated she and the Town Attorney were reviewing the Town Code on
 43 a separate matter, and came across Section 3.32.010(E) which states: The
 44 Mayor shall appoint all officers and employees, upon the recommendation of the
 Town Manager, subject to the approval of the majority of the members of the

1 Town Council.

2 Mayor Cordova asked if all the employees who have been hired and are
3 currently Town employees are official employees or is the Town in violation
4 of the Town Code.

5
6 Mr. Ferguson stated that current Town employees have relied on the Town's
7 processes and he does not believe that any court would be think that the
8 employees were not properly hired or that they should not have their jobs even if
9 the procedures set forth in the Town Code were not properly followed; however,
10 since the procedure is set in the Town Code and the Town now knows about it,
11 the Town should follow it. Furthermore, he stated the code should be amended
12 so that the Council does not have to approve new hires, except in the hiring of
13 at-will employees.

14 Mayor Cordova agreed that the code should be amended to allow Council
15 approval of at-will employees only.

16
17 **Councilmember Quintana made a motion to approve the appointments as**
18 **presented. Mayor Pro Tem Abeyta seconded the motion. The motion was**
19 **approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem**
20 **Abeyta, and Councilmembers Sanchez, Quintana and Silva.**

21 9. PUBLIC HEARINGS

22 A. Allen Ferguson, Town Attorney

23 Consideration and approval of Ordinance 11-02; Authorizing and
24 approving a lease agreement with Tri-County Community Services,
25 Inc. for 1421 Weimer Road (commonly known as the "Detox Center").
26 Like the leases to CAV, TCA, etc., this lease allows the lessee to pay
27 rent all or partly through the provision of public services to the Taos
28 community. In this case, the services are mental health, substance
29 abuse, and crisis hot-line services. The appraised fair rental value is
30 \$3,750.20 per month. An accounting is to be submitted by the lessee
31 following every year and any amount not paid in services (or services
32 plus cash) must then be paid in money. The lease is for 5 years.
33 Notice of the ordinance and public hearing was published as required
34 by statute. Both the ordinance and the proposed lease are attached.
35 However, the ordinance gives the Mayor signature authority with the
36 proviso that terms of the proposed agreement may be changed by
37 mutual agreement of the parties so long as the changes do not alter
38 what is provided by the ordinance.

39 Mr. Ferguson presented Ordinance 11-02 to the Mayor and Council.

40 The Mayor recommended that Section 9 - Maintenance (of the lease
41 agreement) include roof leaks in addition to the other maintenance items listed.
42 Councilmember Silva added that he would also like for all Lessees' of Town
43 owned property to provide preventive maintenance on the buildings, to ensure
44 pipes are not exposed to frozen temperatures.

Public Opinion

Mayor Cordova opened the public hearing. **No one came forward.**

After closing the public hearing, Mayor Cordova asked for questions from the Council.

Councilmember Silva made a motion to approve Ordinance 11-02. Mayor Pro Tem Abeyta seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

B. Renee Lucero, Town Clerk

Consideration and approval of a Small Brewers Liquor License Application No. 653087 for Taos Brewing Company, LLC dba Taos Ale House located at 401 Paseo del Pueblo Norte.

Ms. Lucero presented the liquor license application to the Mayor and Council and stated all publication requirements were met in accordance with state law and a zoning clearance was provided by the Planning and Zoning Department.

Public Opinion

Mayor Cordova opened the public hearing.

Jesse Cook, Owner of Taos Brewing Company, was sworn in and stated his goal is to open a small brew pub in the town of Taos that will have local music, sports, local foods and a good selection of beer.

After closing the public hearing, Mayor Cordova asked for questions from the Council.

Councilmember Sanchez made a motion to approve Small Brewers Liquor License Application No. 653087 for Taos Brewing Company, LLC dba Taos Ale House. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.

C. Renee Lucero, Town Clerk

Consideration and approval of a Transfer of Ownership and Location of Liquor License/Application No. 2746/652245 for El Camino NM, LLC dba El Camino Cantina located at 122 C Paseo del Pueblo Sur.

Ms. Lucero presented the liquor license application to the Mayor and Council and stated all publication requirements were met in accordance with state law and a zoning clearance was provided by the Planning and Zoning Department. Ms. Lucero also stated she received an email on January 10, 2011 from Steven Slick of Hotel La Fonda de Taos opposing the liquor license.

Public Opinion

Mayor Cordova opened the public hearing.

1 Paul Castillo, owner of Dona Luz Bed and Breakfast (which is located across the
2 street from the proposed bar), was sworn in and stated he had a bad experience
3 with the previous bar that was located in the same area about 10 years ago. He
4 stated at that time the police were always being called, the music was very loud,
5 the bar created a nuisance and he felt there was not enough enforcement of
6 Town ordinances. In addition, he stated he witnessed drug use by patrons of
7 the bar and received vandalism to his property.

8 Additionally, Mr. Castillo stated he met with the applicants and they informed
9 him that they plan to operate a nice establishment, that they would agree to
10 close their bar at 10:00 p.m. and would also sign an agreement with the Town.
11 He asked that a legal agreement be prepared for the applicants signatures. He
12 believes a late bar would damage Taos' image.

13 Mr. Ferguson noted that Mr. Castillo submitted a letter to the Alcohol and
14 Gaming Division as part of the record on file. He also asked the Council to take
15 note that Mr. Castillo's letter states the proposed bar is located about 5 feet from
16 public right of way and is above street level which makes the noise travel farther
17 than it normally would.

18 Councilmember Sanchez stated the Council should approve the application
19 based on the owners closing at 10:00 p.m.
20

21 Councilmember Silva asked whether the Council has the legal authority to
22 impose a time restriction on the applicant. Mr. Ferguson stated state law does
23 not indicate whether the Council can approve with conditions; however, he
24 believes they can as long as it is proven that not imposing time restrictions will
25 pose a threat on the health, safety and welfare of the citizens of Taos. He also
26 stated several months ago the Council approved a Beer and Wine License with
27 certain conditions. He believes it would be a good idea for the owners to sign an
28 agreement stating that they will close early if they agree to and if that is the wish
29 of the Council.

30 Mayor Cordova stated he is unsure of whether the Council can prohibit a
31 business from staying open late.
32

33 Maurice Bonal, the liquor license broker to the applicant, was sworn in and
34 stated he owns six liquor licenses and is very familiar with liquor license appeals
35 and the state law. He stated the applicants will adhere to the Town's noise
36 ordinance and he does not believe the Town can impose restrictions on one
37 applicant and not another and indicated there are many businesses in the area
38 with the same type of license. He further stated he does not believe the letter
39 that was submitted to the Alcohol and Gaming Division by Mr. Castillo was
40 sufficient since they submitted their preliminary approval.

41 Mr. Bonal further stated for the record that the applicants will adhere to the noise
42 ordinance, they do not agree that their business is detrimental to the health,
43 safety and welfare of the community, and they do not agree
44 that selective ordinance making is in line with or part of the application process.
He believes what the Council does for one applicant they must do for all

1 applicants. Moreover, he stated the applicants currently operate a liquor
2 license at Taos Ski Valley and they have not had any problems.

3 Judy Cantu, landlord of the applicant, was sworn in and stated she wishes
4 everyone who leased from her was as professional as the applicants. She
5 stated they truly care for the community and are conscientious about the
6 neighborhood. Furthermore, she stated there is a clause in the lease that the
7 applicant shall not create a nuisance or the lease will be terminated.

8
9 Dave Wallace, Director of Public Safety at Taos Ski Valley, was sworn in and
10 stated the applicants have owned Stray Dog Cantina at the Ski Valley for two
11 years and they are an asset to their community. He has not had any calls for
12 service and their establishment has been involved in many special events. He
13 believes the applicants are aware of the ordinances and will be great assets to
14 the community.

15 Marcos Aragon and Rachel Griego, applicants, were sworn in. Mr. Aragon
16 stated they are both from northern New Mexico and look forward to doing
17 business in Taos, creating jobs and being a part of the community. He stated
18 they are intending to be an early hour establishment and are not intending to
19 stay open late at night and they did agree to sign an agreement if the Town asks
20 them to do so; however, they do not want to be limited to early hours during two
21 or three special events throughout the year including New Years
22 Eve. Furthermore, he stated they do not want to be compared to Weasel
23 Mahood (the bar that was present in the proposed location about ten years ago).

24 Ms. Griego stated they only have good intentions for Taos and will comply with
25 all rules, regulations and laws; however, they do not want to be singled out as
26 far as imposition of time restrictions.

27 After closing the public hearing, Mayor Cordova asked for questions from the
28 Council.

29
30 Councilmember Silva stated the Town does not have an ordinance which would
31 allow the Council to mandate early hours of closure. He asked if the applicants
32 would close early in an effort to be good neighbors. Ms. Griego stated
33 absolutely; however, she repeated that they do not want to be singled out.

34
35 Ms. Lucero informed the Mayor and Council that she contacted liquor license
36 establishments at nearby locations and closing hours are later than the
37 proposed closing hours at El Camino Cantina.

38 Mayor Cordova stated the conditions the Council set on the other applicant
39 which Mr. Ferguson referred to was due to a safety issue concerning the parking
40 lot. He does not encourage the Council to limit the hours of this establishment
41 and single out the applicants. He also stated the Council has control over
42 nuisances by enforcing or changing Town ordinances.

43
44 Mayor Pro Tem Abeyta asked if the applicants support signing an
agreement indicating they will close their business at 10:00 p.m. Ms. Griego

1 stated she wants to have a friendly relationship with her neighbors; however,
 2 she emphasized they would never run their business to get people drunk, break
 3 the laws or lose their liquor license and she does not want to sign an agreement
 4 that no other applicant has been asked to sign.

5 A lengthy discussion ensued about the bar that was previously established at
 6 the same location which allegedly violated the noise and nuisance ordinances.
 7 There was consensus that violations could be addressed through proper
 8 enforcement of the ordinances. The Council also discussed whether asking the
 9 applicant to sign an agreement to close early is fair or legal.

10 Mr. Castillo asked that the Council consider approving the application contingent
 11 upon the noise ordinance being amended. He also stated he is disappointed
 12 that the applicants said they would sign an agreement and now they have
 13 changed their mind.

14 **Councilmember Silva made a motion to approve Transfer of Ownership**
 15 **and Location of Liquor License/Application No. 2746/652245 for El Camino**
 16 **NM, LLC dba El Camino Cantina. Councilmember Quintana seconded the**
 17 **motion.**

18
 19 Councilmember Sanchez stated he is concerned that the applicants changed
 20 their mind about signing an agreement to close early.

21
 22 Mr. Aragon clarified that when they discussed signing an agreement with Mr.
 23 Castillo they stated they would abide by all laws and sign anything as required
 24 by the law.

25 **The motion was approved by an affirmative vote. Those voting AYE**
 26 **were: Mayor Pro Tem Abeyta, and Councilmembers Quintana and Silva.**
 27 **Councilmember Sanchez abstained.**

28 29 **10. MATTERS FROM THE MAYOR AND COUNCIL/YOUTH COUNCILMEMBER**

30 The following items were discussed:

31
 32 *Councilmember Silva asked that the noise ordinance be addressed and enforced.

33
 34 *Councilmember Silva also asked that a resolution be created that addresses how the
 35 Town will deal with hiring freezes during an economic crisis.

36
 37 *Mayor Pro Tem Abeyta discussed a memorandum from Ledoux Street
 38 Association regarding the various issues with Ledoux Street including the "Art Walk".
 39 Councilmember Sanchez added the lighting on Ledoux Street needs to be addressed.

40
 41 *Mayor Cordova read an email from Joel Israel and stated the official FIFA certificate has
 42 been received by the Town. The facility should be completed within the next week.

43
 44 *Youth Councilmember Cisneros stated Taos High School students are organizing a
 School Board candidate debate.

1 *Mr. Miera stated the Town has organized an anti-graffiti effort in coordination with the
2 State of New Mexico and its transportation corridors.

3 *Ron Yachinich, Conventions and Visitor Center Director stated the Visitor Center
4 continues to be closed for water damage repairs; however, the art in the Visitor Center was
5 not damaged.

6 11. EXECUTIVE SESSION

7 Executive Session

8
9 Councilmember Silva made a motion to go into Executive Session to
10 discuss the following: 1) Threatening litigation regarding the Chamisa
11 Verde Affordable Housing Subdivision pursuant to NMSA 1978 10-15-1-H.
12 (7); 2) Limited personnel matters regarding the Town Manager's Contract
13 pursuant to NMSA 1978 10-15-1-H.(2); and 3) Limited personnel matters
14 regarding the hiring of the Planning & Zoning Director pursuant to NMSA
15 1978 10-15-1-H.(2).

16 Councilmember Quintana seconded the motion. The motion was
17 confirmed by an affirmative vote. Those voting AYE were: Mayor Pro Tem
18 Abeyta, and Councilmembers Sanchez, Quintana and Silva.

19
20 At 7:20 p.m., Mayor Pro Tem Abeyta made a motion to come out of
21 Executive Session and stated discussion in the Executive Session was
22 limited to the item as it was called for. Councilmember Quintana seconded
23 the motion. The motion was confirmed by an affirmative vote. Those
24 voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez,
25 Quintana and Silva.

26 12. ADJOURNMENT

27 A motion was made by Mayor Pro Tem Abeyta and seconded by Councilmember
28 Quintana to adjourn the meeting. The motion carried unanimously and the meeting
29 adjourned at 7:20 p.m.
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37 APPROVED:

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40
41 _____
42 Darren M. Cordova, Mayor
43
44

1 **ATTEST:**

2
3
4 _____
5 **Renee Lucero, Town Clerk**
6

7 ***PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio,***
8 ***however, only Regular Town Council Meetings and some Special Town Council***
9 ***Meetings, with controversial issues, are video recorded. Copies are available upon***
10 ***request at the Town Clerk's Office located at 400 Camino de la Placita (575-751-2005)***
11 ***at a fee of \$5.00 for audio recordings and \$10.00 for video recordings.***
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February 8, 2011

Title:

Rick Anglada, Chief of Police

Summary:

Recognition of Officer Jason Trujillo and presentation of the Chief's Challenge Coin and plaque for being selected Officer of the Year for 2010.

Background:

Attachments:

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APPROVALS:

Date/Time:	Approval:	Department:
1/28/2011 2:24 PM	Approved	Town Clerk



February 8, 2011

Title:

Brian Greer, Youth and Family Center Director

Summary:

Staff recommends the following closing of the roadway and plaza to vehicular traffic to protect and ensure the safety of the expected pedestrian participants:

- 15th Annual Children's Halloween Party at Rio Grande Hall, Bataan Hall and Don Fernando Hall on Saturday October 29, 2011 from 2:00 PM to 5:00 PM. Staff would like to close the roadway from 1:00 PM to 5:30 PM.
- 29th Annual Yuletide Arts & Crafts Fair at Rio Grande Hall, Bataan Hall and Don Fernando Hall on Friday, November 25th and Saturday, November 26th from 10:00 AM to 5:00 PM and Sunday, November 27th from 11:00 AM to 4:00 PM. Staff would like to close the roadway on Friday, November 26th and Saturday, November 27th from 9:00 AM to 5:30 PM and on Sunday November 28th from 10:00 AM to 4:30 PM.
- 25th Annual Yuletide Caroling and Tree Lighting at Taos Plaza on Friday, December 2, 2011 from 4:00 PM to 6:00 PM. Staff would like to close the Taos Plaza to vehicular traffic from 3:00 PM to 6:30 PM.
- Taos Auto Enthusiasts Car Club Autumn Run Street Dance at Taos Plaza on Saturday, August 27, 2011 from 6:00 PM to 10:00 PM. They would like to close the Taos Plaza to vehicular traffic from 4:00 PM to 10:00 PM.

Background:

Attachments:

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APPROVALS:

Date/Time:	Approval:	Department:
1/28/2011 11:42 AM	Approved	Town Manager
1/28/2011 2:23 PM	Approved	Town Clerk



February 8, 2011

Title:

Brian Greer, Youth and Family Center Director

Summary:

To inform the Mayor, Council and the community that Kit Carson Electric has agreed to sponsor the electricity for the Holiday Street Decorations up to \$1,000 in cost per watts from the 2010 Holiday Season forward.

Background:

Holiday Street Decorations

On Thursday, January 20, 2011 Elias Padilla, Ed Ramsey and Judy Esquibel met with Luis Reyes at Kit Carson Electric regarding the Holiday Decorations throughout town.

LED's lights are brighter and should last longer and cost less to operate. The spread sheet used for the meeting included: a list of poles, their watts and location of poles. The spread sheet demonstrated tremendous savings on LED's.

We asked Luis if he could please sponsor our lighting for the Holiday Season. He said he would sponsor up to \$1,000.00. As a result, we will not be charged for 2010 Holiday Season and for years to come unless we go over the \$1,000.00. We are very grateful for Luis Reyes and Kit Carson Electric's sponsorship.

Kit Carson Electric also assists us with the set up and take down of the 40 ft. Holiday Street Line, providing a bucket truck and staff to work with us.

Our Dept. plans to purchase more lights for the up coming seasons with more LED's to keep our watts down with funds raised this year from the Yuletide Arts & Crafts Fair.

For the 2011 Holiday Season we encourage the community to decorate their business and/or homes. This year the Town of Taos was lit up by 15,931 lights for the Holiday Season.

We hope to increase the community's holiday sprit and make Taos a little more festive during the holiday season. Proceeds collected from the Yuletide Arts and Crafts paid for these decorations, banners, brackets, LED lights, bows and all the electrical materials needed to light and install the decorations.

Attachments:

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APPROVALS:

Date/Time:	Approval:	Department:
1/28/2011 11:34 AM	Approved	Town Manager
1/28/2011 11:36 AM	Approved	Town Clerk



February 8, 2011

Title:

Marietta Fambro, Finance Director

Summary:

Review and approval of Audit Report for the Town of Taos 2010-2011 Fiscal Year prepared by Accounting & Consulting Group, LLP.

Background:

As required the above audit shall be presented by the agency to a quorum of the agency's governing authority at a public meeting, for approval, per Section 2.2.2.10.J. (3)(d) of the NMAC Requirements for Contracting and Conducting Audits of Agencies. The report is available for review at the Town of Taos - Finance Department and available on the taosgov.com web site.

Attachments:

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📎 [Release Letter from State Auditor Office](#)

APPROVALS:

Date/Time:	Approval:	Department:
1/28/2011 2:23 PM	Approved	Town Clerk



State of New Mexico
OFFICE OF THE STATE AUDITOR

Hector H. Balderas
State Auditor

Carla C. Martinez
Deputy State Auditor

January 18, 2011

SAO Ref. No. 6170

The Honorable Darren Cordova, Mayor
Town of Taos
400 Camino de la Placita
Taos, NM 87571-6071

SUBJECT: Audit Report—Town of Taos—2009-2010 Fiscal Year—Prepared by Accounting & Consulting Group, LLP

The audit report for your agency was received by the Office of the State Auditor (Office) on December 1, 2010. The State Auditor's review of the audit report required by Section 12-6-14 (B) NMSA 1978 and 2.2.2.13 NMAC has been completed. This letter is your authorization to make the final payment to the independent public accountant (IPA) who contracted to perform the agency's financial and compliance audit. In accordance with Section 2 of the audit contract, the IPA is required to deliver the specified number of copies of the audit report to the agency.

Per Section 12-6-5 NMSA 1978, the audit report does not become public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the Office. Once the five-day period has expired or upon the Office's receipt of a written waiver, the audit report shall be:

- released by the Office to the Legislative Finance Committee, and the Department of Finance and Administration; and
- presented by your agency to a quorum of the agency's governing authority at a public meeting, for approval, per Section 2.2.2.10(J)(3)(d) NMAC, *Requirements for Contracting and Conducting Audits of Agencies*.

The IPA's findings and comments are included in the audit report on pages 127 - 131. **It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.**

A handwritten signature in black ink, appearing to read "Hector H. Balderas".

HECTOR H. BALDERAS
STATE AUDITOR

cc: Accounting & Consulting Group, LLP



February 8, 2011

Title:

Allen Ferguson, Town Attorney

Summary:

Consideration and approval of Ordinance 11-03; An ordinance amending Ordinance 05-03 of the Town of Taos and establishing an Affordable Housing Program pursuant to the Affordable Housing Act; defining terms; establishing application requirements and review criteria; and establishing procedures to administer an Affordable Housing Program.

Background:

Attachments:

Click to download

📎 [Ordinance 11-03](#)

APPROVALS:

Date/Time:	Approval:	Department:
1/28/2011 2:22 PM	Approved	Town Clerk

CONTINUATION PAGE 1

TOWN OF TAOS, NEW MEXICO

ORDINANCE NO. 11-03

AN ORDINANCE AMENDING ORDINANCE NO. 05-03 OF THE TOWN OF TAOS AND ESTABLISHING AN AFFORDABLE HOUSING PROGRAM PURSUANT TO THE AFFORDABLE HOUSING ACT; DEFINING TERMS; ESTABLISHING APPLICATION REQUIREMENTS AND REVIEW CRITERIA; AND ESTABLISHING PROCEDURES TO ADMINISTER AN AFFORDABLE HOUSING PROGRAM.

WHEREAS, the Town of Taos (the "Town") is a municipal corporation duly organized and existing under the laws of the State of New Mexico (the "State"); and

WHEREAS, under an exception to the "anti-donation" clause as set forth in Article IX, § 14, Sections E and F, of the New Mexico Constitution, the Town is not prohibited if certain conditions and safeguards are met from (i) donating land it owns for the construction on it of affordable housing; (ii) donating an existing building owned by the Town for conversion or renovation into affordable housing; (iii) providing or paying the costs of infrastructure necessary to support affordable housing projects; or (iv) providing financing, including the making of loans to Qualifying Grantees for affordable housing; and

WHEREAS, the Affordable Housing Act, NMSA 1978 § 6-27-1 et seq. (the "Act") implements the provisions of Subsections E and F of Section 14 of Article 9 of the New Mexico Constitution; and

WHEREAS, the Town Council ("Council"), the governing body of the Town, desires to continue and augment an affordable housing program for the Town; and

CONTINUATION PAGE 2

1 WHEREAS, the New Mexico Mortgage Finance Authority ("MFA") has reviewed and
2 approved the form and terms of Town of Taos Ordinance No. 05-03 prior to final adoption
3 thereof, and has approved the amendments to that ordinance reflected in this Ordinance No. 11-
4 03.

5 BE IT ORDAINED BY THE TOWN COUNCIL, THE GOVERNING BODY OF THE TOWN
6 OF TAOS, NEW MEXICO:

7 **SECTION 1. SHORT TITLE.** This article may be cited as the "Affordable Housing
8 Ordinance."

9 **SECTION 2. PURPOSE.** This ordinance is adopted to implement the Town's
10 Affordable Housing Program. In accordance with N.M. Const. art. IX, § 14, the Affordable
11 Housing Act, NMSA 1978, § 6-27-1 et seq. (the "Act"), and the MFA Affordable Housing Act
12 Rules, the purpose of the Affordable Housing Ordinance is to:

13 A. establish procedures to ensure that local housing assistance grantees are
14 Qualifying Grantees who meet the requirements of the Act and the MFA Rules promulgated
15 pursuant to the Act both at the time of the award and throughout the term of any grant or loan
16 under the Program;

17 B. permit the establishment of an application and award timetable for housing
18 assistance grants or loans to permit the selection of Qualifying Grantees by the Town;

19 C. create an evaluation process for non-Household Qualifying Grantees to
20 determine:

- 21 (1) the financial and management stability of the Applicant;
- 22 (2) the demonstrated commitment of the Applicant to the community;
- 23 (3) a cost-benefit analysis of the project proposed by the Applicant;

CONTINUATION PAGE 3

1 (4) the benefits to the community of a proposed project;
2 (5) the type or amount of assistance to be provided;
3 (6) the scope of the Affordable Housing Project;
4 (7) any substantive or matching contribution by the Applicant to the proposed
5 project;

6 (8) a performance schedule for the Qualifying Grantee with performance
7 criteria; and

8 (9) any other rules or procedures which the Town believes is necessary for a
9 full review and evaluation of the Applicant and the Application or which the MFA believes is
10 necessary for a full review of the Town's evaluation of the Applicant;

11 D. create an evaluation process for Household Qualifying Grantees to determine
12 income and other eligibility;

13 E. require long-term affordability of the Town's Affordable Housing Projects so that
14 a project cannot be sold shortly after completion and taken out of the affordable housing market
15 to ensure a quick profit for the Qualifying Grantee;

16 F. require that the Town enter into a contract with the Qualifying Grantee consistent
17 with the Act, which contract shall include remedies and default provisions in the event of the
18 unsatisfactory performance by the Qualifying Grantee and which contract shall be subject to the
19 review of the MFA in its discretion;

20 G. require that a grant or loan for a Project must impose a contractual obligation on
21 the Qualifying Grantee that the Affording Housing units in any Project be occupied by Persons
22 of Low or Moderate Income;

23 H. provide for adequate security against the loss of public funds or property in the

CONTINUATION PAGE 4

event that the Qualifying Grantee abandons or otherwise fails to complete the Project;

I. require review and approval of a housing grant project budget by the Town and/or the MFA before any expenditure of grant funds or transfer of granted property;

J. require that a condition of grant or loan approval be proof of compliance with all applicable state and local laws, rules and ordinances;

K. provide definitions for "low-income and moderate-income" and setting out requirements for verification of income levels; and

L. provide the Town with a valid Affordable Housing Program.

SECTION 3. GENERAL DEFINITIONS. The following words and terms shall have the following meanings.

A. "Act" shall mean the Affordable Housing Act, NMSA 1978, §6-27-1 et seq.

B. "Affordable" shall mean consistent with minimum rent and/or income limitations set forth in the MFA Act, and in guidelines established by MFA.

C. "Affordable Housing" means primary residential housing for Persons of Low or Moderate Income.

D. "Affordable Housing Funds" shall mean any or all funds awarded or to be awarded, loaned or otherwise distributed under this Ordinance or the Act

E. "Affordable Housing Plan" or "Plan" shall mean a plan pursuant to an Affordable Housing Program that contemplates one or more Affordable Housing Projects, which may be developed in one or more phases.

F. "Affordable Housing Program" or "Program" shall mean any programs the Town and/or the MFA establish pursuant to the Act.

G. "Affordable Housing Project" or "Project" shall mean any work or undertaking,

CONTINUATION PAGE 5

whether new construction, acquisition of existing Residential Housing, remodeling, improvement, Rehabilitation or conversion, which may be undertaken in one or more phases, as approved by the Town and/or the MFA for the primary purposes as allowed by the Act.

H. "Affordability Period" shall mean:

(1) if the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds that have been awarded, loaned, donated, or otherwise provided or conveyed to a Qualifying Grantee is from \$1 to \$14,999, then the Affordability Period shall be not less than five (5) years.

(2) if the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds provided or conveyed to a Qualifying Grantee is from \$15,000 up to and including \$40,000, then the Affordability Period shall be not less than ten (10) years.

(3) if the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds provided or conveyed to a Qualifying Grantee is from \$40,000 up to and including \$100,000, then the Affordability Period shall be not less than fifteen (15) years.

(4) if the fair market value of any Housing Assistance Grant or the total amount of Affordable Housing Funds provided or conveyed to a Qualifying Grantee is greater than \$100,000, then the Affordability Period shall be not less than twenty (20) years.

I. "Applicant" shall mean, subject to further qualifications in Section 4(B), an individual, a governmental housing agency, regional housing authority, a for-profit organization, including a corporation, limited liability company, partnership, joint venture, syndicate, or

CONTINUATION PAGE 6

1 association or a nonprofit organization that has submitted an Application meeting the appropriate
2 criteria of the Town and/or the MFA.

3 J. "Application" shall mean an application to participate in one or more Affordable
4 Housing Programs or Affordable Housing Plans under the Act submitted by an Applicant to the
5 Town and/or the MFA.

6 K. "Builder" shall mean an individual or entity licensed as a general contractor to
7 construct Residential Housing in the state and which has been approved by the Town and/or the
8 MFA to participate in an Affordable Housing Program.

9 L. "Building" shall mean a structure capable of being renovated or converted into
10 Affordable Housing or a structure that is to be demolished and is located on land donated for use
11 in connection with an Affordable Housing Project.

12 M. "Contribution" shall mean any provision of assistance for affordable housing,
13 including an Affordable Housing Grant or Affordable Housing Funds, made by the Town.

14 N. "Congregate Housing Facility" shall mean Residential Housing designed for
15 occupancy by more than four Households of Low or Moderate Income living independently of
16 each other. The facility may contain group dining, recreational, health care or other communal
17 living facilities and each unit in a Congregate Housing Facility shall contain at least its own
18 living, sleeping, and bathing facilities.

19 O. "Federal Government" shall mean the United States of America and any agency
20 or instrumentality, corporate or otherwise, of the United States of America.

21 P. "Household" shall mean one or more persons occupying a housing unit.

22 Q. "Housing Assistance Grant" means the donation, provision, or payment by the
23 Town of:

CONTINUATION PAGE 7

- 1 (1) land upon which affordable housing will be constructed;
- 2 (2) an existing Building that will be renovated, converted, or demolished and
- 3 reconstructed as Affordable Housing;
- 4 (3) the costs of acquisition, design, pre-development, development,
- 5 construction, financing, and operating or owning affordable housing;
- 6 (4) The costs of financing or infrastructure necessary to support Affordable
- 7 Housing; or
- 8 (5) reduction or waiver of building permit fees, sewer and water hook-up fees
- 9 and other fees with respect to an Affordable Housing Project.

10 R. "HUD" shall mean the United States Department of Housing and Urban
11 Development.

12 S. "Household Qualifying Grantee" or "Household Applicant" shall mean all
13 members of a single household.

14 T. "Infrastructure" shall mean Infrastructure Improvements and Infrastructure
15 Purposes.

16 U. "Infrastructure Improvement" includes, but is not limited to:

- 17 (1) sanitary sewage systems, including collection, transport, storage,
- 18 treatment, dispersal, effluent use and discharge;
- 19 (2) drainage and flood control systems, including collection, transport,
- 20 diversion, storage, detention, retention, dispersal, use and discharge;
- 21 (3) water systems for domestic purposes, including production, collection,
- 22 storage, treatment, transport, delivery, connection and dispersal;
- 23 (4) areas for motor vehicle use for travel, ingress, egress and parking;

CONTINUATION PAGE 8

(5) trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking;

(6) parks, recreational facilities and open space areas for the use of residents for entertainment, assembly and recreation;

(7) landscaping, including earthworks, structures, plants, trees and related water delivery systems;

(8) electrical transmission and distribution facilities;

(9) natural gas distribution facilities;

(10) lighting systems;

(11) cable or other telecommunications lines and related equipment;

(12) traffic control systems and devices, including signals, controls, markings and signs;

(13) inspection, construction management and related costs in connection with the furnishing of the items listed in this subsection; and

(14) heating, air conditioning and weatherization facilities, systems or services, and energy efficiency improvements, that are affixed to real property.

V. "Infrastructure Purpose" shall mean:

(1) planning, design, engineering, construction, acquisition or installation of Infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of the Infrastructure.

(2) acquiring, converting, renovating or improving existing facilities for Infrastructure, including facilities owned, leased or installed by the owner;

CONTINUATION PAGE 9

1 (3) acquiring interests in real property or water rights for Infrastructure,
2 including interests of the owner; and

3 (4) incurring expenses incidental to and reasonably necessary to carry out the
4 purposes specified in this subsection.

5 W. "MFA" shall mean the New Mexico Mortgage Finance Authority.

6 X. "MFA Act" shall mean the Mortgage Finance Authority Act, enacted as
7 Chapter 303 of the Laws of 1975 of the State of New Mexico, as amended (being
8 Sections 58-18-1 through 58-18-27, inclusive, N.M.S.A. (1978), as amended).

9 Y. "Mortgage" shall mean a mortgage, mortgage deed, deed of trust or other
10 instrument creating a lien, subject only to title exceptions as may be acceptable to the Town
11 and/or the MFA, on a fee interest in real property located within the state or on a leasehold
12 interest that has a remaining term at the time of computation that exceeds or is renewable at the
13 option of the lessee until after the maturity day of the Mortgage Loan.

14 Z. "Mortgage Lender" shall mean any bank or trust company, mortgage company,
15 mortgage banker, national banking association, savings bank, savings and loan association, credit
16 union, building and loan association and any other lending institution, and which is authorized to
17 make mortgage loans in the state.

18 AA. "Mortgage Loan" shall mean a financial obligation secured by a Mortgage,
19 including a Mortgage Loan for a Project.

20 BB. "Multiple Family Housing Project" shall mean Residential Housing that is
21 designed for occupancy by more than four households living independently of each other or
22 living in a Congregate Housing Facility, at least sixty percent (60%) of whom are Persons of

CONTINUATION PAGE 10

1 Low or Moderate Income, including without limitation Persons of Low or Moderate Income who
2 are elderly and handicapped.

3 CC. "Multi-Family Housing Program" shall mean a program involving a Congregate
4 Housing Facility, a Multiple Family Housing Project or a Transitional Housing Facility.

5 DD. "Ordinance" shall mean this Ordinance

6 EE. "Persons of Low Income" shall mean individuals or households whose incomes
7 are at or below 80% of Area Median Income, defined by the Income Limits for Taos County,
8 NM, as approved and published each year by MFA.

9 FF. "Persons of Moderate Income" shall mean individuals or households whose
10 incomes are at or below 120% of Area Median Income, defined by the Income Limits FOR Taos
11 County, NM, as approved and published each year by MFA.

12 GG. "Public Service Agencies" shall include, but are not limited to, any entities that
13 support Affordable Housing and which believe that the program or project proposed by the
14 Applicant is worthy and advisable, but which are not involved, either directly or indirectly, in the
15 Affordable Housing Program or Project for which the Applicant is
16 Applying.

17 HH. "Qualifying Developer" shall mean an individual or entity that satisfies the
18 requirements of Qualifying Grantee and has been approved by the Town and/or the MFA to
19 participate in an Affordable Housing Program, who need not be licensed as a general contractor
20 in the State, provided such individual or entity contracts with a general contractor licensed in the
21 state to construct Residential Housing.

22 II. "Qualifying Grantee" means:

CONTINUATION PAGE 11

(1) a household consisting of persons of low income or moderate income as defined in Section 3 EE and 3 FF that is qualified to receive assistance pursuant to the Act and is approved by the Town; or

(2) a governmental housing agency, regional housing authority, tribal housing agency, corporation, a limited liability company, partnership, joint venture, syndicate, association or a nonprofit organization that:

(a) is organized under state, tribal, or local laws and can provide proof of such organization;

(b) if a non-profit organization, has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual; and

(c) is approved by the Town.

JJ. "Recertification" shall mean the recertification of Applicants and/or Qualifying Grantees participating in any Affordable Housing Programs or in any programs under the Act as determined necessary from time to time by the Town and/or the MFA.

KK. "Rehabilitation" shall mean the substantial renovation or reconstruction of an existing single-family residence or a Multi-Family Housing Project, which complies with requirements established by the MFA. Rehabilitation shall not include routine or ordinary repairs, improvements or maintenance, such as interior decorating, remodeling or exterior painting, except in conjunction with other substantial renovation or reconstruction.

LL. "Residential Housing" shall mean any Building, structure or portion thereof that is primarily occupied, or designed or intended primarily for occupancy, as a residence by one or more Households and any real property that is offered for sale or lease for the construction or location thereon of such a building, structure or portion thereof. "Residential Housing" includes

CONTINUATION PAGE 12

1 congregate housing, manufactured homes and housing intended to provide or providing
2 transitional or temporary housing for homeless persons.

3 MM. "Residential Use" shall mean that the structure or the portion of the structure to
4 benefit from the Affordable Housing Funds or Housing Assistance Grant, is designed primarily
5 for use as the principal residence of the occupant or occupants and shall exclude vacation or
6 recreational homes.

7 NN. "State" shall mean the State of New Mexico.

8 OO. "Town" shall mean the Town of Taos, New Mexico, a New Mexico municipal
9 corporation.

10 PP. "Transitional Housing Facility" shall mean residential housing that is designed for
11 temporary or transitional occupancy by Persons of Low or Moderate Income or special needs.

12 **SECTION 4. GENERAL REQUIREMENTS.** The following requirements
13 shall apply to all Housing Assistance Grants and/or Affordable Housing Funds awarded, loaned
14 or otherwise distributed by the Town under the Act to a Qualifying Grantee. Any Contribution,
15 to be authorized, must be consistent with the Town's affordable housing plan.

16 A. Request for Proposals (RFP). The Town, in its discretion or as required by law,
17 may issue one or more RFPs to solicit applications from Applicants or shall otherwise identify a
18 Qualifying Grantee for the use of any Affordable Housing Funds or Housing Assistance Grants
19 to be awarded, loaned, donated or otherwise distributed under the Act.

CONTINUATION PAGE 13

1 B. Applicant Eligibility. The following Applicants are eligible under the Act to
2 apply for Affordable Housing Funds or a Housing Assistance Grant to provide housing or related
3 services to Persons of Low or Moderate Income in their community:

4 (1) households that are qualified to receive assistance pursuant to the Act, the
5 Rules, and this Ordinance that are approved by the Town;

6 (2) regional housing authorities and any governmental housing agencies;

7 (3) for-profit organizations, including corporations, limited liability
8 companies, partnerships, joint ventures, syndicates or associations;

9 (4) non-profit organizations meeting the following requirements:

10 (a) a primary mission of the nonprofit organization must be to provide
11 housing or housing-related services to Persons of Low or Moderate Income; and

12 (b) the non-profit organization must have received its 501(c)(3)
13 designation prior to submitting an Application;

14 (c) have no part of its net earnings inuring to the benefit of any
15 member, founder, contributor, or individual;

16 (5) all non-Household Applicants must

17 (a) be organized under state laws and can provide proof of such
18 organization and be approved by the Town;

19 (b) have a functioning accounting system that is operated in
20 accordance with generally accepted accounting principles or has designated an entity that will
21 maintain such an accounting system consistent with generally accepted accounting principles;

22 (c) have among its purposes significant activities related to providing
23 housing or services to Persons or Households of Low or Moderate Income; and

CONTINUATION PAGE 14

(d) have no significant outstanding or unresolved monitoring findings from the Town, the MFA, or its most recent independent financial audit, or if it has any such findings, it has a certified letter from the Town, the MFA, or auditor stating that the findings are in the process of being resolved.

C. Renters of Multifamily Affordable Housing units and residents of transitional housing, who did not receive grants of Town Affordable Housing Funds, shall not be required to be Qualifying Grantees.

D. Applications.

Applicants wishing to apply for a Housing Assistance Grant, including the use of any Affordable Housing Funds, or to participate in any Affordable Housing Program are required to submit to the Town or its designated agent the following, as applicable:

(1) Household Applicants

(a) an application on the form provided by the Town or its designated agent, together with all applicable schedules and such other information as may be required by the Town under the Ordinance. The income of all household members who are 18 years or older shall be used to determine household income for Homebuyers regardless of whether this income is being used to qualify for financing to purchase the home. Income and asset determination and inclusion will follow HUD or other applicable federal or state guidelines.

(b) a verification signed by the Applicant before a notary public that the information provided, upon penalty of perjury, is true and correct to the best of the Applicant's information, knowledge, and belief.

(c) The Town may establish additional requirements for Household Applicants in ordinances that create specific Affordable Housing projects or programs.

CONTINUATION PAGE 15

(2) Non-Household Applicants

(a) one original Application, together with all required schedules, documents, or such other information which may be required by the Town or in any RFP which may have been issued by the Town, must be included in the completed Application;

(b) a proposal describing the nature and scope of the Affordable Housing Project proposed by the Applicant and for which the Applicant is applying for funds or a grant under the Act, and which describes the type and amount of assistance which the Applicant proposes to provide to Persons of Low or Moderate Income;

(c) executive summary and project narrative(s) that address the evaluation criteria set forth in any RFP issued by the Town for the Affordable Housing Funds or the Housing Assistance Grant for which the Applicant is applying;

(d) a proposed budget for the Affordable Housing Project for which the Applicant is applying for Affordable Housing Funds or for a Housing Assistance Grant;

(e) current independent financial audit;

(f) if the Applicant is a non-profit organization:

(i) proof of 501(c)(3) tax status;

(ii) documentation that confirms that no part of its net earnings inures to the benefit of any member, founder, contributor or individual;

(g) if an Applicant is a legal entity, including a non-profit organization:

(i) a current annual budget for the Applicant, including all sources and uses of funds not just those related to relevant programs and/or a current annual

CONTINUATION PAGE 16

1 budget only for the program for which the Applicant is applying for a Housing Assistance Grant,
2 or as otherwise may be required by the Town and/or the MFA in its discretion;

3 (ii) an approved mission statement that the Applicant has
4 among its purposes significant activities related to providing housing or housing-related services
5 to Persons or Households of Low or Moderate Income;

6 (iii) a list of members of the Applicant's current board of
7 directors or other governing body, including designated homeless participation, where required
8 by the Town;

9 (iv) evidence (or a certification as may be allowed by the
10 Town) that the Applicant has a functioning accounting system that is operated in accordance
11 with generally accepted accounting principals, or has a designated entity that will maintain such
12 an accounting system consistent with generally accepted accounting principals;

13 (v) evidence that the Applicant has no significant
14 outstanding or unresolved monitoring findings from the Town, the MFA, or its most recent
15 independent financial audit; or if it has any significant outstanding or unresolved monitoring
16 findings from the Town, the MFA, or its most recent independent financial audit, it has a
17 certified letter from the Town, the MFA, or the auditor stating that the findings are in the process
18 of being resolved;

19 (vi) an organizational chart, including job titles and
20 qualifications for the Applicant's employees who are, or will be, working on the proposed
21 project. Job descriptions may be submitted as appropriate;

22 (vii) documentation that the Applicant is duly organized
23 under state, tribal, or local law and certification that the Applicant is in good standing with any

CONTINUATION PAGE 17

1 state authorities, including the Public Regulation Commission, the Attorney General, and/or the
2 Secretary of State;

3 (h) information as may be required by the Town in order for it to
4 determine the financial and management stability of the Applicant;

5 (i) information as may be required by the Town in order for it to
6 determine the demonstrated commitment of the Applicant to the community;

7 (j) adequate information describing the Affordable Housing project
8 proposed by the Applicant. The information provided must clearly evidence the need for the
9 subsidy, that the value of the housing assistance grant reduces the housing costs to persons of
10 low or moderate income, and that there is or will be a direct benefit from the project proposed by
11 the Applicant to the community and/or to the purported beneficiaries of the project, consistent
12 with the provisions of the Act.

13 (k) information to the Town supporting the benefits to the community
14 of the Affordable Housing Project proposed by the Applicant;

15 (l) proof, as the Town may require, of substantive or matching funds
16 or contributions and/or in-kind donations to the proposed Affordable Housing Project in
17 connection with the Application for funds under the Act. Nothing contained herein shall prevent
18 or preclude an Applicant from matching or using local, private, or federal funds in connection
19 with a specific Housing Assistance Grant or a grant of Affordable Housing Funds under the Act;

20 (m) any certifications or other proof which it may require in order for
21 the Town to confirm that the Applicant is in compliance with all applicable federal, state and
22 local laws, rules and ordinances;

CONTINUATION PAGE 18

1 (n) a verification signed by the Applicant before a notary public that
2 the information provided, upon penalty of perjury, is true and correct to the best of the
3 Applicant's information, knowledge, and belief;

4 (o) certifications as may be required by the Town and signed by chief
5 executive officer, board president, or other authorized official of the Applicant;

6 (p) the Town may set forth criteria for a waiver of the above
7 application requirements in an ordinance defining and authorizing specific Affordable Housing
8 projects, to the extent permitted by the Affordable Housing Act, the MFA Rules, and any other
9 applicable law.

10 (3) Additional Requirements for Multi-Family Housing Projects. Applicants
11 who are submitting Applications in connection with a Multi-Family Housing Program, the
12 Applicant must also submit to the Town following additional information:

13 (a) a verification signed by the Applicant before a notary public that
14 the information provided, upon penalty of perjury, is true and correct to the best of the
15 Applicant's information, knowledge, and belief and that, among other things:

16 (i) identifies every Multi-Family Housing Program, including
17 every assisted or insured project of HUD, RHS, FHA and any other state or local government
18 housing finance agency in which such Applicant has been or is a principal;

19 (ii) except as shown on such statement, states that:

20 (A) no mortgage on a project listed on such statement
21 has ever been in default, assigned to the Federal Government or foreclosed, nor has any
22 mortgage relief by the mortgagee been given;

CONTINUATION PAGE 19

1 (B) there has not been a suspension or termination of
2 payments under any HUD assistance contract in which the Applicant has had a legal or
3 beneficial interest;

4 (C) such Applicant has not been suspended, debarred or
5 otherwise restricted by any department or agency of the Federal Government or any state
6 government from doing business with such department or agency because of misconduct or
7 alleged misconduct; and

8 (D) the Applicant has not defaulted on an obligation
9 covered by a surety or performance bond.

10 If such Applicant cannot certify to each of the above, such Applicant shall submit a
11 signed statement to explain the facts and circumstances that such Applicant believes will explain
12 the lack of certification. The Town may then determine if such Applicant is or is not qualified.

13 (b) the experience of the Applicant in developing, financing and
14 managing Multiple-Family Housing Projects; and

15 (c) whether the Applicant has been found by the United States Equal
16 Employment Opportunity Commission or the New Mexico Human Rights Commission to be in
17 noncompliance with any applicable civil rights laws.

18 (4) Submission Procedure.

19 (a) Time, Place and Method of Submission Delivery.

20 (i) If the Town has issued an RFP, all Applications must be
21 received by the Town no later than the deadline set forth in the RFP; otherwise, all Applications
22 must be received by the Town by the deadline the Town has established in connection with the
23 respective award or grant.

CONTINUATION PAGE 20

1 (ii) Applications shall be submitted by Applicants to the Town
2 in the form required by the Town and shall contain all information which is required by this
3 Ordinance, any specific project ordinance, and any RFP which may have been issued.

4 (b) Additional Factors. The Application procedures shall take into
5 consideration:

6 (i) timely completion and submission to the Town of an
7 Application or other appropriate response to any solicitation by the Town;

8 (ii) timely submission of all other information and
9 documentation related to the program required by the Town as set forth in this Ordinance or as
10 set forth in the Rules;

11 (iii) timely payment of any fees required to be paid to the Town
12 at the time of submission of the Application; and

13 (iv) compliance with program eligibility requirements as set
14 forth in the Act, the Rules and this Ordinance.

15 (c) Submission Format.

16 (i) Town forms must be used when provided and no
17 substitutions will be accepted; however attachments may be provided as necessary.

18 (ii) An Applicant's failure to provide or complete any element
19 of an Application, including all requirements of the Town or as may be listed on any RFP, may
20 result in the rejection of the Application prior to review.

21 (iii) Illegible information, information inconsistent with other
22 information provided in the application, and/or incomplete forms will be treated as missing
23 information and evaluated accordingly.

CONTINUATION PAGE 21

1 (iv) The Town and the MFA reserve the right to request further
2 information from any Applicant so long as the request is done fairly and does not provide any
3 Applicant an undue advantage over another Applicant.

4 (v) The Town in its discretion may cancel any RFP or reject
5 any or all proposals in whole or part submitted by any Applicant.

6 (vi) Neither the Town nor the MFA shall be responsible for any
7 expenses incurred by an Applicant in preparing and submitting an Application. However, the
8 Town or the MFA, as applicable, may establish and collect fees from Applicants who file
9 Applications. Notice that fees will be charged and the amount of any such fees shall be included
10 by the Town or the MFA, as applicable, in any RFP or otherwise shall be advertised as part of
11 the Application solicitation process.

12 (5) Review by the Town. On receipt of an Application, the Town shall:

13 (a) determine whether the Application submitted by the Applicant is
14 complete and responsive;

15 (b) determine whether the Applicant is a Qualifying Grantee as
16 defined herein and in the Act;

17 (c) Non-Household Applicants:

18 (i) review and analyze whether the Applicant has
19 shown a demonstrated need for activities to promote and provide affordable housing and related
20 services to Persons of Low or Moderate Income;

21 (ii) determine whether the Applicant has

CONTINUATION PAGE 22

1 Demonstrated experience related to providing housing or services to Persons of Low or
2 Moderate Income, as well as experience and/or the capacity to administer the Affordable
3 Housing Program or Project for which the Applicant has applied;

4 (iii) determine whether the Applicant's proposal
5 provides a plan for coordinating with other service providers in the community; whether the
6 Applicant's plan addresses how Persons of Low Income or Moderate Income in need of housing
7 and/or housing related supportive services can receive supportive services and referrals to
8 federal, state and local resources; and, whether the Applicant's plan addresses outreach efforts to
9 reach the population to be served as identified by the Town in any RFP or otherwise;

10 (iv) determine whether the Applicant has support from Public
11 Service Agencies, or such other support as may be required by the Town and/or the MFA in its
12 discretion, for its proposed services in the community;

13 (v) ascertain the amount of any matching funds or in-kind
14 services specific to the program that may be utilized by the Applicant in connection with the
15 program;

16 (vi) ascertain whether any local, private, or federal funds will
17 be used by the Applicant in connection with the specific grant for which the Applicant is
18 applying;

19 (vii) ascertain whether the Applicant has and can demonstrate
20 the capability to manage the implementation of the Program for which the Applicant is applying;

21 (viii) if Applicant is a prior recipient of either a Housing
22 Assistance Grant, Affordable Housing Funds and/or other Program funds, confirm that the
23 Applicant had no outstanding findings or matters of non-compliance with program requirements

CONTINUATION PAGE 23

1 from the Town or the MFA, as applicable or if it has any such findings, it has a certified letter
2 from the Town, the MFA, or auditor stating that the findings are in the process of being resolved;

3 (ix) if Applicant is a prior recipient of either a Housing
4 Assistance Grant, Affordable Housing Funds and/or other Program funds, confirm that the
5 Applicant reasonably committed and expended the funds under the prior Program and/or met
6 anticipated production levels as set forth in any contract with the Town or the MFA, as
7 applicable, for those prior Program funds;

8 (x) evaluate the Applicant's proposal in part based upon the
9 Applicant's current financial audit;

10 (xi) evaluate the Applicant's proposed budget for the Project for
11 which the Applicant is applying for Affordable Housing Funds or a Housing Assistance Grant,
12 which proposed budget must be approved by the Town before Applicant can be approved as a
13 Qualifying Grantee and any expenditure of grant funds under the Act or granted property is
14 transferred to the Applicant;

15 (xii) on receipt of an Application from a Non-Household
16 Applicant, the Town will analyze the Applicant's ability to construct and sell sufficient
17 Residential Housing units to Persons of Low or Moderate Income within the time or times as
18 may be required by the Town.

19 (6) Certification by the Town to the MFA. The Town shall certify an
20 Application to the MFA in writing upon:

21 (a) completion of its review of the Application;

22 (b) determination that the Application is complete;

CONTINUATION PAGE 24

1 (c) determination that the requirements of the Act, the Rules and this
2 Ordinance have been satisfied; and

3 (d) determination that the Applicant is a Qualifying Grantee.

4 (7) Review by the MFA. The MFA upon its receipt of the certification from
5 the Town may, in its discretion, review the Application and any of the materials submitted by the
6 Applicant to the Town. The MFA may also request any additional information from the
7 Applicant, which it may require in order to determine whether the Applicant is a Qualifying
8 Grantee under the Act and the Application is complete. The MFA will then notify the Town of
9 its determination of whether or not the Application is complete and that the requirements of the
10 Act and the Rules have been satisfied and the Applicant is a Qualifying Grantee. Unless the
11 period is extended for good cause shown, the MFA shall act on an Application within
12 forty-five (45) days of its receipt of any Application, which the MFA deems to be complete, and,
13 if not acted upon, the Application shall be deemed to be approved.

14 (8) Notification of Acceptance. The Town, upon completion of its review of
15 the Application, shall notify each Applicant in writing of the approval or disapproval of its
16 Application. Upon approval of its Application, the Applicant shall be considered approved to
17 participate in the Affordable Housing Program. The Town's determination of any Application
18 shall be conclusive.

19 E. Additional Requirements. Upon acceptance, the following additional
20 requirements shall apply to any Applicant who is a Qualifying Grantee:

21 (1) Contractual Requirements. The Qualifying Grantee shall enter into one or
22 more contracts with the Town, which contract(s) shall be consistent with the Act and subject to

CONTINUATION PAGE 25

1 the review of the MFA, in its discretion, and which contract(s) shall include remedies and default
2 provisions in the event of the unsatisfactory performance by the Qualifying Grantee.

3 (2) Security Provisions and Collateral Requirements. In accordance with the
4 Act, the Rules and this Ordinance, the Town shall require the Qualifying Grantee to execute
5 documents, which will provide adequate security against the loss of public funds or property in
6 the event the Qualifying Grantee abandons or fails to complete the Affordable Housing Project,
7 and which shall further provide, as may be permitted by law, for the recovery of any attorneys'
8 fees and costs which the Town and/or the MFA may incur in enforcing the provisions of this
9 Ordinance, the Rules, the Act and/or any agreement entered into by the Town and the Qualifying
10 Grantee, and which documents may include, but are not limited to the following: note, Mortgage,
11 loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other
12 agreement which the Town may require in order to allow for any funds which the Qualifying
13 Grantee may receive under a Housing Assistance Grant or Affordable Housing Funds to be
14 adequately secured and to allow the Town and the MFA to ensure that such funds shall be
15 utilized by the Qualifying Grantee in accordance with the Act, the Rules and this Ordinance.

16 (3) Qualifying grantees shall provide the Town with any and all information
17 which the Town reasonably may require in order for it to confirm that the qualifying grantees
18 continue to satisfy the requirements of the act, the rules and this chapter throughout the term of
19 any contract and/or any affordability period or otherwise as may be required by the Town or the
20 MFA in its discretion. At a minimum, on an annual basis, the Town shall certify to the MFA in
21 writing that to the best of its knowledge the qualifying grantee is in compliance with applicable
22 provisions of the act, the rules and this chapter.

23

CONTINUATION PAGE 26

1 (4) Performance Schedule and Criteria. The Non-Household Qualifying
2 Grantee shall be required to abide by a reasonable performance schedule and performance
3 criteria that the Town, in its discretion, may establish.

4 (5) Examination of Books and Records. Each Non-Household Qualifying
5 Grantee shall submit to and the Town shall cause to be made such examinations of the books and
6 records of each Qualifying Grantee as the Town and/or the MFA deems necessary or appropriate
7 to determine the Qualifying Grantee's compliance with the terms of the Act, the Rules, this
8 Ordinance and any contracts between the Qualifying Grantee and the Town. The Town and/or
9 the MFA may require each Qualifying Grantee to pay the costs of any such examination.

10 (6) Cost Reimbursement Contracts with Non-Household Qualifying Grantees.

11 (a) Cost Reimbursements. Payment to a Qualifying Grantee under
12 cost reimbursable contract provisions shall be made upon the Town's receipt from the Qualifying
13 Grantee and approval of certified and documented invoices for actual expenditures allowable
14 under the terms of any agreement between the Qualifying Grantee and the Town.

15 (b) Cost Reimbursements For Units of Service. Payment under any
16 unit cost contract provisions shall be made upon the Town's receipt from the Qualifying Grantee
17 and approval of a certified and documented invoice showing the number of units of service
18 provided during the billing period.

19 (c) Every contract shall contain a provision that the Town's
20 obligations under the contract are subject to appropriations and availability of funds.

21 (d) Invoices. Qualifying Grantees shall not submit invoices more than
22 once a month, unless written approval is obtained in advance from the Town.

CONTINUATION PAGE 27

1 (e) No Dual Application of Costs. The Qualifying Grantee shall
2 certify that any direct or indirect costs claimed by the Qualifying Grantee will not be allocable to
3 or included as a cost of any other program, project, contract, or activity operated by the
4 Qualifying Grantee and which has not been approved by the Town in advance, in writing.

5 (f) Prohibition of Substitution of Funds. Any Affordable Housing
6 Funds or other amounts received by a Qualifying Grantee may not be used by the Qualifying
7 Grantee to replace other amounts made available or designated by the state or local governments
8 through appropriations for use for the purposes of the Act.

9 (g) Cost Allocation. The Qualifying Grantee shall clearly identify and
10 distribute all costs incurred pertaining to the Affordable Housing Project by a methodology and
11 cost allocation plan at times and in a manner prescribed by, or acceptable to the Town.

12 F. Affordable Housing Requirements. All Affordable Housing Funds or Housing
13 Assistance Grants awarded under the Act are to be used by Qualifying Grantees for the benefit of
14 Persons of Low or Moderate Income subject to the provisions of the Act and with particular
15 regard to their housing related needs.

16 (1) Single Family Property. Qualifying Grantees shall agree that they shall
17 maintain any single-family property which has been acquired, rehabilitated, weatherized,
18 converted, leased, repaired, constructed, or which property has otherwise benefited from
19 Affordable Housing Funds, including but not limited to any loans which have been repaid with
20 Affordable Housing Funds and which loans previously were secured by such properties, as
21 Affordable Housing for so long as any or all of the Affordable Housing Funds which have been
22 awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or
23 the Affordability Period, which ever is longer.

CONTINUATION PAGE 28

1 (2) Multi-Family Property. Any Qualifying Grantees providing Multi-Family
2 Affordable Housing units shall enter into a contractual agreement with the Town of Taos that the
3 housing units in an Affordable Housing Project be occupied by low- or moderate-income
4 households.

5 (a) Single Apartment within a Multi-Family Property. Qualifying
6 Grantees shall agree that, if any single apartments are to be rehabilitated, weatherized, converted,
7 leased, repaired, constructed, or otherwise are to benefit from Affordable Housing Funds, those
8 apartments shall be leased to Persons of Low or Moderate Income at the time of any such award.
9 Qualifying Grantees, who are the landlords and/or owners of such properties, shall further agree
10 to contribute at least sixty percent (60%) of the cost of the rehabilitation, weatherization,
11 conversion, lease, repair, and/or construction. Qualifying Grantees also shall agree that the
12 Persons of Low or Moderate Income, who are tenants of those apartments, shall be allowed to
13 remain tenants for any Affordability Period and for so long as there are no uncured defaults by
14 those tenants under their respective leases and provided that there is no just cause for the
15 landlord to terminate any lease agreement with those tenants.

16 (b) Multiple Apartments. Qualifying Grantees shall agree that, if
17 multiple apartments or an entire multi-family property are to be acquired, rehabilitated,
18 weatherized, converted, leased, repaired, constructed, or otherwise are to benefit from Affordable
19 Housing Funds, including but not limited to any loans which have been repaid with Affordable
20 Housing Funds and which loans previously were secured by such properties, they shall maintain
21 not less than sixty percent (60%) of the housing units as Affordable Housing for so long as any
22 or all of the Affordable Housing Funds which have been awarded, loaned, or otherwise conveyed

CONTINUATION PAGE 29

1 to the Qualifying Grantee are unpaid and outstanding or the Affordability Period, whichever is
2 longer.

3 (3) Non-Residential Property. Qualifying Grantees shall agree that they shall
4 maintain any non-residential property which has been acquired, rehabilitated, weatherized,
5 converted, leased, repaired, constructed, or which property has otherwise benefited from
6 Affordable Housing Funds, including but not limited to any loans which have been repaid with
7 Affordable Housing Funds and which loans previously were secured by such properties, as a
8 facility which provides housing related-services to Persons of Low or Moderate Income for so
9 long as any or all of the Affordable Housing Funds which have been awarded, loaned, or
10 otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the Affordability
11 Period, which ever is longer.

12 (4) Housing Assistance Grant Affordability Requirements. Qualifying
13 Grantees shall agree that they shall maintain any land or buildings received as a Housing
14 Assistance Grant either as either single-family or multi-family Affordable Housing in accordance
15 with Sections 4(E)(1) and (2) or as a facility which provides housing-related services to Persons
16 of Low or Moderate Income in accordance with Section 4(E)(3) (as applicable) for the duration
17 of the Affordability Period. Qualifying Grantees shall agree that they shall maintain any land or
18 buildings for which they have received the costs of Infrastructure as a Housing Assistance Grant
19 either as either single-family or multi-family Affordable Housing or as a facility which provides
20 housing-related services to Persons of Low or Moderate Income (as applicable) for the duration
21 of the Affordability Period. In calculating the Affordability Period for Housing Assistance
22 Grants of either land or buildings, the fair market value of the land or buildings or the costs of
23 Infrastructure at the time of the donation by the Town shall apply.

CONTINUATION PAGE 30

1 (5) Affordability Period. The Town, in its discretion, may increase the
2 Affordability Period to be included in any contract, note, Mortgage, loan agreement, land use
3 restriction agreement, restrictive covenant agreements and/or any other agreement which the
4 Town may enter into with any Qualifying Grantee or beneficiary of the Affordable Housing
5 Funds or of the Housing Assistance Grant. See definition of Affordability Period in Section 3(H)
6 of this Ordinance. Notwithstanding the foregoing, in the discretion of the Town, weatherization
7 funds and/or rehabilitation funds conveyed to a Qualifying Household Grantee where an
8 Affordability Period is not practical, shall not be subject to the Affordability Period requirements
9 of this Section 4(F); but nevertheless, any such conveyances may be subject to recapture on some
10 pro-rated basis as determined by the Town and/or the MFA.

11 G. Consent to Jurisdiction. Each Qualifying Grantee shall consent to the jurisdiction
12 of the courts of the State over any proceeding to enforce compliance with the terms of the Act,
13 the Rules and this ordinance and any agreement between the Qualifying Grantee and the Town
14 and/or the MFA.

15 H. Recertification Procedures. The Town may establish procedures for recertifying
16 Qualifying Grantees from time to time.

17 I. Compliance with the Law. Qualifying Grantee shall provide the Town with any
18 certifications or other proof that it may require in order for the Town and the MFA to confirm
19 that the Qualifying Grantee and the Qualifying Grantee's proposed Project are in compliance
20 with all applicable federal, state and local laws, rules and ordinances.

21 J. Town Grant Requirements.

CONTINUATION PAGE 31

1 (1) The Town is authorized to make Housing Assistance Grants under the Act.
2 Upon determination that the Town will make a Housing Assistance Grant, including the use of
3 any Affordable Housing Funds, the Town shall provide the MFA with the following:

4 (a) documentation that confirms that the Town has an existing valid
5 Affordable Housing Plan;

6 (b) a copy of the proposed project ordinance which provides for the
7 authorization of Housing Assistance Grants, including the use of any Affordable Housing Funds,
8 together with a written certification that proposed grantees will be in compliance with the Act
9 and the Rules so that the MFA may confirm both that the project ordinance is in compliance with
10 the Act, and that all grantees are required to be Qualifying Grantees under the Act and the Rules.

11 (2) Prior to the submission of a project ordinance to the Council, the Council
12 must approve the budget for the project.

13 (3) An ordinance authorizing the Town to make a Housing Assistance Grant
14 and/or distribute Affordable Housing Funds to a specific project:

15 (a) must authorize the grant, including use of Affordable Housing
16 Funds, if any;

17 (b) must state the requirements and purpose of the grant; and

18 (c) must authorize the transfer or disbursement to any Qualifying
19 Grantee only after a budget is submitted to and approved by the Council;

20 (d) must comply with the Rules, as amended; and

21 (e) may provide for matching or using local, private or federal funds
22 either through direct participation with a federal agency pursuant to federal law or through
23 indirect participation through the MFA.

CONTINUATION PAGE 32

(4) The Town, in its discretion, may also hold any award of Affordable Housing Funds or any Housing Assistance Grant made by the Town in suspense pending the issuance by the Town of any RFP or pending the award of the Affordable Housing Funds or of the Housing Assistance Grant by the Town to the Qualifying Grantee without the issuance of an RFP by the Town. Any award of Affordable Housing Funds or a Housing Assistance Grant by the Town shall subject the Qualifying Grantee of the award or grant to the oversight of the Town and the MFA under this Ordinance and the Rules.

K. School District and Post-Secondary Educational Institution Grant Requirements.

Any transfer of land by a school district to the Town to be further granted as part or all of an Affordable Housing grant shall be subject to the additional limitations contained in the Act that the school district and the Council enter into a contract that provides the school district with a negotiated number of affordable housing units that will be reserved for employees of the school district. Any transfer of land by a post-secondary educational institution shall be subject to the additional limitations contained in the Act that (i) the property transferred shall be granted by the Town as part of all of an Affordable Housing grant; and (ii) the governing board of the post-secondary educational institution and the Council enter into a contract that provides the post-secondary educational institution with Affordable Housing units. As used in this section, "post-secondary educational institution" means a state university or a public community college. The Town, in its discretion, may also hold any Housing Assistance Grant made by any school district or post-secondary educational institution in suspense pending the issuance by the Town of any RFP or pending the award of the Housing Assistance Grant by the Town to the Qualifying Grantee without the issuance of an RFP by the Town. Any award of a Housing Assistance Grant

CONTINUATION PAGE 33

1 by a school district or a post-secondary educational institution shall subject the Qualifying
2 Grantee of the grant to the oversight of the Town and the MFA under these Rules.

3 **SECTION 5. DISCRIMINATION PROHIBITED.** The development, construction,
4 occupancy and operation of an Affordable Housing Program or an Affordable Housing Project
5 financed or assisted under the Act shall be undertaken in a manner consistent with principles of
6 non-discrimination and equal opportunity, and the Town shall require compliance by all
7 Qualifying Grantees with all applicable federal and state laws and regulations relating to
8 affirmative action, non-discrimination and equal opportunity.

9 **SECTION 6. ADMINISTRATION.** The Town and the MFA shall administer any
10 Affordable Housing programs in accordance with provisions of the Act, the Rules, this
11 Ordinance, any applicable state and federal laws and regulations as each of which may be
12 amended or supplemented from time to time. The Town and the MFA, in establishing, funding
13 and administering the Affordable Housing Programs and by making, executing, delivering and
14 performing any award, contract, grant or any other activity or transaction contemplated by the
15 Act, shall not violate any provision of law, rule or regulation or any decree, writ, order,
16 injunction, judgment, determination or award and will not contravene the provisions of or
17 otherwise cause a default under any of its agreements, indentures, or other instruments to which
18 it may be bound.

19 **SECTION 7. AMENDMENT OR TERMINATION.** The Council may amend or
20 repeal this Ordinance and alter or terminate the Town's Affordable Housing Program. Any
21 amendment to this Ordinance shall be submitted to MFA for review and approval prior to
22 adoption. Amendment or termination shall be by ordinance following a public hearing.

CONTINUATION PAGE 34

SECTION 8. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Ordinance are repealed by this Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

SECTION 9. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 10. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE

This ordinance shall become effective as provided by law.

ORDAINED, ADOPTED, APPROVED, AND RATIFIED this 24th day of August, 2010 by the following vote:

Mayor Pro Tem Rudy C. Abeyta	_____
Councilmember Amy J. Quintana	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Michael A. Silva	_____

CONTINUATION PAGE 35

1 **TOWN OF TAOS**

2 _____

3 **Darren M. Cordova, Mayor**

4

5

6 **ATTEST:**

APPROVED AS TO FORM

7

8 _____

9 **Renee Lucero, Town Clerk**

Allen Ferguson, Jr., Town Attorney

10

11

12

13 Passed, Approved, Signed and adopted this ____ day of _____ 2011.

14

15

16

Mayor

17 **ATTEST:**

18

19 _____
TOWN CLERK

20 [SEAL]

21

22

23



February 8, 2011

Title:

Allen Ferguson, Town Attorney

Summary:

Consideration and approval of Resolution 11-12; Waiver of immediate family member contracting with the Town of Taos. Granting a waiver for emergency plumbing work by Ismael Adame, dba In and Out Plumbing, related to Town of Taos employee Abigail Adame, to repair frozen water lines in Town buildings.

Background:

Attachments:

Click to download

📎 [Resolution](#)

APPROVALS:

Date/Time:	Approval:	Department:
1/28/2011 2:20 PM	Approved	Town Clerk



RESOLUTION 11-12

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

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

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

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

WHEREAS, the Town has contracted with Ismael Adame dba In and Out Plumbing, related by to Abigail Adame, an employee of the Town, to perform emergency plumbing services to repair and replace frozen water lines in Town buildings:

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

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

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

It is in the best interest of the Town of Taos to ratify the action of contracting with Ismael Adame dba In and Out Plumbing to perform certain emergency plumbing services due to frozen water lines for the Town of Taos.

PASSED, APPROVED, AND ADOPTED this 8th day of February, 2011 by the following vote:

Mayor Pro Tem Rudy C. Abeyta	_____
Councilmember A. Eugene Sanchez	_____
Councilmember Amy J. Quintana	_____
Councilmember Michael A. Silva	_____

TOWN OF TAOS

Darren M. Cordova, Mayor

ATTEST:

APPROVED AS TO FORM

Renee Lucero, Town Clerk

Allen Ferguson, Jr., Town Attorney



February 8, 2011

Title:

Allen Ferguson, Town Attorney

Summary:

Approval of Contract No. TT-11-213, Supplemental Agreement between Town of Taos and Taos Center for the Arts, Inc. (TCA), for TCA to lease approximately \$100,000 of equipment paid for from a grant from Department of Finance and Administration (DFA). The Council has already approved the grant agreement with DFA. As with TCA's rental obligation for the TCA building, TCA will be permitted to pay rent on the equipment by the services that TCA offers to the community, including programming community events, marketing, and outreach to schools. The rental value of the equipment will be added to TCA's obligation in this regard.

Background:

Attachments:

[Click to download](#)

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
1/31/2011 9:49 AM	Approved	Town Clerk