



AGENDA
October 27, 2009
Special 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

5. APPROVAL OF MINUTES

- A. September 8, 2009 Special Meeting
- B. September 22, 2009 Special Meeting
- C. September 28, 2009 Special Meeting
- D. October 8, 2009 Special Meeting

6. CITIZENS FORUM

- A. Presentation
Presentation by Sherry Hooper, Executive Director of The Food Depot, regarding The Food Depot's food sources and its service to hungry people in Taos, including the food bank's work with Taos food programs.
- B. Presentation
Summer Wood, presentation regarding Big Read Program.

7. MATTERS FROM STAFF

- A. Cathy Connelly, Public Relations Director (with Cindy Spray, Arts & Cultural District Coordinator)
Presentation of plaque honoring Taos, New Mexico as one of America's

Top 25 Arts Destinations for collectors and travelers who love art galleries, museums and festivals.

B. Amos Torres, Public Utilities Director

Consideration and approval of Amendment #4 to Contract # TT-09-115 to Waste Management of New Mexico for the hauling and disposal of the sludge from the Taos Regional Wastewater Treatment Plant to Rio Rancho landfill in the amount of \$65,000 including NMGRT. This Amendment is to cover services until new contract hauler begins hauling services. Rio Rancho is the only Landfill in the region that is permitted to receive municipal sludge in the region.

C. Marietta Fambro, Finance Director (with Amos Torres, Public Utilities Director)

Approval and acceptance of Resolution 09-60 authorizing the submission of the 2010 Water Trust Board application in the amount of \$1,680,000 for financial assistance for the continuation of the Regional Water System Upgrade Project. The scope of work to include Weimer Hills distribution system, regional tie-ins to the communities of Talpa and Ranchos, SCADA security, SCADA flow monitoring equipment, Well 9 completion and numerous pressure relief valves.

D. Marietta Fambro, Finance Director (with Amos Torres, Public Utilities Director)

Approval and acceptance of Resolution 09-59 authorizing the submission of the 2010 Water Trust Board application in the amount of \$3.4 million for financial assistance for the Water Conservation, Recycling, Retreatment and Re-use Project at the Taos Regional Wastewater Treatment Facility.

E. Marietta Fambro, Finance Director

Approval of Resolution 09-58 Budget Adjustment Request: **1) Community Grants Fund (30)** - Increase interfund transfer-in and expenditures in the amount of \$10,000 for continuance of the Taos Express project through the end of December, 2009; **2) Capital Improvements Fund (51)** - **a)** Increase interfund transfer-out - \$10,000 to cover the Taos Express project in fund 30 **b)** Transfer from capital outlay expenses from Airport Substation project - \$24,156 to a new project; the design of the Mary Medina building for the Police Department.

8. MATTERS FROM THE TOWN MANAGER

A. Contract Approval

Approval of Contract TT-10-25 with Universal Professional Services in the amount of \$30,000 inclusive of GRT for lobbying services during the 2009 Special Legislative Session and the 2010 Regular Legislative Session that will be held in Santa Fe, New Mexico.

B. Memorandum of Understanding

Memorandum of Understanding between Town of Taos and Kit Carson Electric Co-Op- Regional Command Center.

C. **Resolution 09-57**

Consideration and approval of Resolution 09-57 - Opposing Legislation to repeal the hold harmless provision on food and medicine for municipalities.

9. MATTERS FROM THE MAYOR AND COUNCIL

A. **Airport Advisory Board Appointments**

Re-appointment of Airport Advisory Board (AAB) members according to the established Town of Taos AAB Ordinance and Bylaws:

Ken Blair - 4 year term

Richard Nichols - 4 year term

B. **Youth Council Representative Appointment**

Consideration and approval of appointment of Feliz Vigil for Town of Taos Youth Council Representative.

10. ADJOURNMENT

APPROVED:

Darren M. Cordova Mayor

- *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.*



October 27, 2009

Title:

September 8, 2009 Special Meeting

Summary:

Background:

Attachments:

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[September 8, 2009 Minutes](#)

APPROVALS:

Date/Time:

Approval:

Department:

10/23/2009 11:32 AM

Approved

Town Clerk

**Special Meeting
Taos Town Council
Town Council Chambers
120 Civic Plaza Drive
Taos, New Mexico
September 8, 2009
1:20 p.m.**

MINUTES

1. CALL TO ORDER: The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:22 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 (came in at 1:30 p.m.) |

Also present were:

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

3. PLEDGE OF ALLEGIANCE: Councilmember Quintana led the audience in the pledge of allegiance.

4. APPROVAL OF AGENDA: Councilmember Quintana made a motion to approve the Agenda as presented. Councilmember Sanchez seconded the motion. The motion carried unanimously.

5. PUBLIC HEARINGS

Francella Garcia, Grants Administrator

Public hearing in regards to the submission of an application to the Department of Finance and Administration/Local Government Division for a Small Cities Community Development Block Grant Program (CDBG) grant. To comply with the citizen participation requirements of Section 507 of the Housing and Community Development Act of 1987 CDBG applicants must conduct at least one public hearing on the proposed activities. The purpose of this public hearing is to receive public input on community development needs and suggestions for future projects. This is the second public hearing.

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Francella Garcia, Grants Administrator, came forward and read the CDBG guidelines for the listening audience.

Public Opinion

Mayor Cordova opened the public hearing.

Francisco “French” Espinoza, Public Works Director, asked Council to consider applying for funds to complete Phase II of the Reed/Alexander roadway project. He gave an update on the project with milestones for completing the project. He stated the total project is estimated to be \$1.69 million.

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

Mayor Cordova stated he wants to make sure that the Town’s projects are shovel-ready to enable staff to apply for grants.

This public hearing was held to receive public input and was not voted on.

13. ADJOURNMENT: A motion was made by **Councilmember Silva** and seconded by **Councilmember Quintana** to adjourn the meeting. The motion carried unanimously and the meeting adjourned at **1:36 p.m.**

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

PLEASE NOTE: The Town of Taos records most Town Council Meetings via audio, however, only Regular Town Council Meetings and some Special Town Council Meetings, with controversial issues, are video recorded. Copies are available upon request at the Town Clerk’s Office located at 400 Camino de la Placita (575-751-2005) at a fee of \$5.00 for audio recordings and \$25.00 for video recordings.



October 27, 2009

Title:

September 22, 2009 Special Meeting

Summary:

Background:

Attachments:

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[September 22, 2009 Minutes](#)

APPROVALS:

Date/Time:

Approval:

Department:

10/19/2009 9:20 AM

Approved

Town Clerk

**Special Meeting
Taos Town Council
Town Council Chambers
120 Civic Plaza Drive
Taos, New Mexico
September 22, 2009
1:30 p.m.**

MINUTES

1. CALL TO ORDER: The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 1:36 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

Also present were:

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

3. PLEDGE OF ALLEGIANCE: Councilmember Silva led the audience in the pledge of allegiance.

**4. APPROVAL OF AGENDA:
Councilmember Silva made a motion to approve the Agenda as presented. Councilmember Quintana seconded the motion. The motion carried unanimously.**

5. APPROVAL OF MINUTES

A. August 25, 2009

Page 4, line 6, change “Silva” to “Quintana”.

Councilmember Silva made a motion to approve the Minutes of August 25, 2009, Special Meeting, as amended. Councilmember Quintana seconded the motion. The motion was approved by an affirmative vote. Those voting

1 **AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez,**
2 **Quintana and Silva.**

3

4 **6. CITIZENS FORUM**

- 5 • Francisco “French” Espinoza, Public Works Director, came forward to inform the
- 6 community about a Plastic Recycling Drive on October 16th and 17th, 2009 from 9
- 7 a.m. to 1 p.m. at the Taos Recycling Center located at 201 Bertha Street and at
- 8 Taos County Solid Waste Transfer Stations.
- 9 • Mayor Cordova announced that Town Council Meetings can be listened to live
- 10 via the Town’s website at www.taosgov.com.

11

12 **7. CONSENT AGENDA**

13 **A. Amos Torres, Public Utilities Director**

14 Consideration and approval to award contract #TT-10-56 to L.C.I.2, Inc. for the
15 construction of the Composting Facility to be located at the Taos Regional
16 Wastewater Treatment Facility. L.C.I.2, Inc. was the lowest bidder. The total
17 amount of the contract is \$149,642 plus NMGRT. Total project amount including
18 NMGRT is \$162,548.62.

19 **B. Daron Syling, Chief of Police**

20 Approval of new Lease Agreement No. TOT-10-67 with Xerox for a 48 month
21 period in the amount of \$102.21 monthly plus \$.0204 printing rate.

22 **C. Francella Garcia, Grants Administrator**

23 Approval of Resolution 09-48 authorizing the Mayor to execute FAA grant
24 agreement for Airport Improvement Program (AIP) Project No. 3-35-0041-020-
25 2009 in the amount of \$141,511 for the rehabilitation of Taxiway "A" to include
26 associated apron and the installation of taxiway reflectors at the Taos Regional
27 Airport.

28 **D. Francella Garcia, Grants Administrator**

29 Consideration and approval to enter into a contract between the Town of Taos and
30 Dismuke Construction in the amount of \$71,055.49 exclusive of NMGRT for the
31 application of crack sealing on Runway 4/22 at the Taos Regional Airport.
32 Armstrong Consultants, Inc., engineers for the Taos Regional Airport, has made
33 the recommendation to enter into a contract with Dismuke Construction for the
34 crack sealing of Runway 4/22 per New Mexico State Price Agreement #91-805-
35 00-04408. The Town of Taos was awarded State grant agreement No. SKX 10-
36 002 for the purpose of crack sealing the runways at the Taos Regional Airport.

37 **E. Francella Garcia, Grants Administrator**

38 Consideration and approval to enter into a contract between the Town of Taos and
39 Armour Pavement in the amount of \$39,995.20 exclusive of NMGRT for
40 pavement maintenance work using the State of New Mexico Price Agreement No.
41 61-805-09-18569. Armstrong Consultants, Inc., engineers for the Taos Regional
42 Airport, has made the recommendation to enter into a contract with Armour
43 Pavement for the pavement maintenance. The Town of Taos was awarded FAA
44 grant agreement No. 3-35-0041-020-2009 and State grant agreement No. SKX-
45 10-001 for the maintenance of the pavement at the Taos Regional Airport.

46

F. Francella Garcia, Grants Administrator

Consideration and approval to enter into a contract between the Town of Taos and Dismuke Construction in the amount of \$49,805.00 exclusive of NMGRT for the application of asphalt rubber crack sealing using State Price Agreement No. 91-805-00-04408. Armstrong Consultants, Inc., engineers for the Taos Regional Airport, has made the recommendation to enter into a contact with Dismuke Construction for the application of the sealer. The Town of Taos was awarded FAA grant agreement No. 3-35-0041-020-2009 and State grant agreement No. SKX -10-001 for pavement maintenance at the Taos Regional Airport.

Items 7.A., 7.D., 7.E., and 7.F. were removed from the agenda.

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.A. Consideration and approval to award contract #TT-10-56 to L.C.I.2, Inc. for the construction of the Composting Facility to be located at the Taos Regional Wastewater Treatment Facility. L.C.I.2, Inc. was the lowest bidder. The total amount of the contract is \$149,642 plus NMGRT. Total project amount including NMGRT is \$162,548.62.

Mayor Pro Tem Abeyta asked Amos Torres, Public Utilities Director, how much was the engineers estimate for the total project. Mr. Torres stated the estimate was \$304,426. Mayor Pro Tem Abeyta stated he is concerned that the bid came in at half of the engineer’s estimate and he wants to ensure there are no change orders to bring the amount back up to \$300,000.

Councilmember Silva asked Mr. Torres what is the difference in the amounts for using concrete and asphalt for Additive Alternate No. 1. Mr. Torres stated the concrete is \$168,902 and asphalt is \$149,642. Councilmember Silva stated concrete is a more durable surface than asphalt. He asked Alex Abeyta, of Abeyta Engineering, for his opinion. Mr. Abeyta agreed with Councilmember Silva and stated a 4 inch concrete pad is more durable than asphalt.

Councilmember Quintana made a motion to award Contract #TT-10-56 to L.C.I.2, Inc. to include Additive Alternative No. 1 (4” concrete pad) in the amount of \$168,902 plus GRT. Councilmember Silva 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.

The following items were discussed at once and were voted on with one vote:

Town of Taos Special Meeting Minutes

September 22, 2009

1 Item 7.D. Consideration and approval to enter into a contract between the Town of Taos
 2 and Dismuke Construction in the amount of \$71,055.49 exclusive of NMGRT
 3 for the application of crack sealing on Runway 4/22 at the Taos Regional
 4 Airport. Armstrong Consultants, Inc., engineers for the Taos Regional
 5 Airport, has made the recommendation to enter into a contract with Dismuke
 6 Construction for the crack sealing of Runway 4/22 per New Mexico State Price
 7 Agreement #91-805-00-04408. The Town of Taos was awarded State grant
 8 agreement No. SKX 10-002 for the purpose of crack sealing the runways at the
 9 Taos Regional Airport.

10
 11 Item 7.E. Consideration and approval to enter into a contract between the Town of Taos
 12 and Armour Pavement in the amount of \$39,995.20 exclusive of NMGRT for
 13 pavement maintenance work using the State of New Mexico Price Agreement
 14 No. 61-805-09-18569. Armstrong Consultants, Inc., engineers for the Taos
 15 Regional Airport, has made the recommendation to enter into a contract with
 16 Armour Pavement for the pavement maintenance. The Town of Taos was
 17 awarded FAA grant agreement No. 3-35-0041-020-2009 and State grant
 18 agreement No. SKX-10-001 for the maintenance of the pavement at the Taos
 19 Regional Airport.

20
 21 Item 7.F. Consideration and approval to enter into a contract between the Town of Taos
 22 and Dismuke Construction in the amount of \$49,805.00 exclusive of NMGRT
 23 for the application of asphalt rubber crack sealing using State Price Agreement
 24 No. 91-805-00-04408. Armstrong Consultants, Inc., engineers for the Taos
 25 Regional Airport, has made the recommendation to enter into a contact with
 26 Dismuke Construction for the application of the sealer. The Town of Taos was
 27 awarded FAA grant agreement No. 3-35-0041-020-2009 and State grant
 28 agreement No. SKX -10-001 for pavement maintenance at the Taos Regional
 29 Airport.

30
 31 Mayor Pro Tem Abeyta stated he believes Council should pass a resolution
 32 stating staff will exhaust all efforts to purchase locally before purchasing out of
 33 town. He also stated during these hard economic times, the Town needs to
 34 keep money local as much as possible.

35
 36 Abigail Adame, Assistant Town Manager, stated staff is aware of the Council's
 37 concerns and will do their best to buy locally.

38
 39 Mayor Cordova stated the Town will shop locally whenever possible and urged
 40 local business owners to be as competitive as possible.

41
 42 **Mayor Pro Tem Abeyta made a motion to Items 7.D., 7.E., and 7.F. as**
 43 **presented. Councilmember Silva seconded the motion. The motion was**
 44 **approved by an affirmative vote. Those voting AYE were: Mayor Pro**
 45 **Tem Abeyta, and Councilmembers Sanchez, Quintana and Silva.**
 46

1 **8. PUBLIC HEARINGS**

2 **Matthew Spriggs, Community & Economic Development Director**

3 Approval of Ordinance 09-28 - An ordinance which allows the Town of Taos to
4 accept the dedication of .207+- acres of property located at the intersection of Cruz
5 Alta Road and Paseo del Pueblo Sur from Bencor, LLC.

6
7 Rudy Perea, Senior Planner, stated the dedication is necessary because Cruz Alta
8 Road covers a portion of the owners land where the road intersects with Paseo del
9 Pueblo Sur (Walgreens location).

10
11 *Public Opinion*

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

13
14 After closing the public hearing, Mayor Cordova asked for questions from the
15 Council.

16
17 **Councilmember Quintana made a motion to approve Ordinance 09-28 as**
18 **presented. Councilmember Silva 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
22 **9. MATTERS FROM STAFF**

23 **A. Eric Montoya, Administrative Fire Chief**

24 Approval to award Bid 08-09-23 for a new garage at Fire Department Station #2
25 and authorize the Mayor to enter into a contract with Anissa Construction Inc. for
26 base bid in the amount of \$324,900 plus GRT in the amount of \$26,195.06 for a
27 total award amount of \$351,095.26. Budget line items; 51-49-45002 -
28 \$323,221.44 and 21-15-45002 - \$27,873.62.

29
30 Eric Montoya, Administrative Fire Chief, stated this project was approved in the
31 2009-2010 Capital Outlay Budget. He also stated Anissa Construction is using
32 two local subcontractors to complete the project.

33
34 **Mayor Pro Tem Abeyta made a motion to award Bid 08-09-23 for a new**
35 **garage at Fire Department Station #2 and authorize the Mayor to enter into**
36 **a contract with Anissa Construction Inc. Councilmember Sanchez seconded**
37 **the motion. The motion was approved by an affirmative vote. Those voting**
38 **AYE were: Mayor Pro Tem Abeyta, and Councilmembers Sanchez,**
39 **Quintana and Silva.**

40
41 **B. Francisco "French" Espinoza, Public Works Director**

42 Approval of Memorandum of Agreement TT-10-93 between the Town of Taos
43 and the New Mexico Department of Transportation Transit and Rail Division in
44 the amount of \$494,668 for Section 5311 Administrative and Operating assistance
45 for Fiscal Year 2010.

1 **Councilmember Quintana made a motion to approve Memorandum of**
 2 **Agreement TT-10-93 between the Town of Taos and the New Mexico**
 3 **Department of Transportation Transit and Rail Division. Councilmember**
 4 **Silva seconded the motion. The motion was approved by an affirmative vote.**
 5 **Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers**
 6 **Sanchez, Quintana and Silva.**

7
 8 **C. Francisco “French” Espinoza, Public Works Director**

9 Consideration and approval to enter into Contract TT-10-94 with Don Templeton
 10 dba Templeton Marketing Services, Inc. Agreement will allow Templeton
 11 Marketing to place vinyl advertising on the Chile Line Buses.

12
 13 Mr. Espinoza explained the paint surface of the buses will not be affected by the
 14 vinyl wraps. Councilmember Silva stated he wants to ensure the contractor will
 15 be responsible for the removal of the vinyl prior to the termination of the
 16 agreement.

17
 18 Mayor Pro Tem Abeyta supports vinyl covering of 70-80% of the bus as opposed
 19 to 30% as previously decided by Council.

20
 21 Councilmember Sanchez asked how much revenue will be generated from
 22 wrapping the busses. Mr. Miera stated at this point he does not have any revenue
 23 projections; however, once he can generate the figures he will share them with the
 24 Council.

25
 26 **Councilmember Quintana made a motion to enter into Contract TT-10-94**
 27 **with Don Templeton dba Templeton Marketing Services, Inc. Mayor Pro**
 28 **Tem Abeyta seconded the motion. The motion was approved by an**
 29 **affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and**
 30 **Councilmembers Sanchez, Quintana and Silva.**

31
 32 **D. Manuel L. Pacheco, Buildings & Grounds Director**

33 Approval of Change Order # 9; submitted on Sept. 4, 2009 by Gerald A. Martin,
 34 Ltd. for Taos Town Hall Phase I & II Additions and Remodeling in the amount of
 35 \$110,369.64.

36
 37 The Council had several concerns regarding missing invoices for the change
 38 orders. Mr. Miera stated he has compiled a list of items missing from the
 39 contractor and will follow up with him. He stated a lot of the change orders are
 40 justifiable and can be paid out but some of the others still need to be considered.

41
 42 Mayor Cordova stated he is very disappointed in the quality of work produced
 43 during the latter stages of the project.

44
 45 **Mayor Pro Tem Abeyta made a motion to approve Change Order #9**
 46 **submitted on September 4, 2009 by Gerald A. Martin up to \$99,297.44**

1 **contingent upon staff approval of all the change orders and Gerald Martin**
 2 **providing proper invoices. Councilmember Quintana seconded the motion.**
 3 **The motion was approved by an affirmative vote. Those voting AYE were:**
 4 **Mayor Pro Tem Abeyta, and Councilmembers Sanchez, Quintana.**
 5 **Councilmember Silva abstained from the vote because his company is**
 6 **involved in Change Order No. 22.**

7
 8 **E. Marietta Fambro, Finance Director**

9 Approval of Resolution 09-52 Budget Adjustment Request: **1) Transportation**
 10 **Fund (29) - a)** Increase revenues and expenditures in the amount of \$2,287,
 11 \$1,830 grant and \$457 town match for video surveillance equipment at the transit
 12 facility and busses. **b)** Transfer from operating to capital \$1,457 for above stated
 13 project. **2) Capital Improvements Fund (51) - a)** Transfer 10,154 from capital
 14 (51-43 & 51-44 FTA Buses, Bicycle Equip. & Maint. Facility) to operating for the
 15 purchase of bicycle racks. **b)** Transfer \$3,000 from capital (51-66 FTA Transit
 16 Assistance) to operating for the purchase of 2-way radios. **3) Community Grants**
 17 **Fund (30) -** Increase revenues and expenditures for an additional award amount
 18 of \$750 for the (30-75) Historic Preservation Grant 08-09. **4) Airport**
 19 **Construction Fund (52) - a)** Decrease revenues and expenditures for the
 20 Paving/Reflectors project (52-75;76;77); FAA-\$24,274, State \$613 and Town
 21 Match \$613 due to actual grant amount received. **b)** Decrease unreserved fund
 22 balance and increase capital in the amount of \$600 for (52-69) Snow Removal
 23 Equipment final project costs. **c)** Increase revenues and expenditures for the RPZ
 24 Land Acquisition (52-70,71,72); FAA-\$103,566, State \$2,725 and Town Match
 25 \$2,725 due to additional grant amount received. **d)** Decrease expenditures for
 26 Master Plan (52-82 - Town Match) in the amount of \$2,725 to cover the Town's
 27 match for the RPZ project. **e)** Decrease unreserved fund balance and increase
 28 operating in the amount of \$71 for (52-37 TM) EIS project to cover shortage to
 29 URS contract.

30
 31 **Councilmember Sanchez made a motion to approve Resolution 09-52.**
 32 **Mayor Pro Tem Abeyta seconded the motion. The motion was approved by**
 33 **an affirmative vote. Those voting AYE were: Mayor Pro Tem Abeyta, and**
 34 **Councilmembers Sanchez and Silva. Councilmember Quintana did not vote**
 35 **because she stepped out of the meeting momentarily.**

36
 37 **F. Matthew Foster, Long Range Planner**

38 Presentation on Rural Historic Landscape Nominations to the Federal Register of
 39 Historic Places.

40
 41 Mr. Foster gave a PowerPoint Presentation as a follow up to Ordinance 09-27
 42 adding Rural Historic Landscape Preservation Overlay District Zoning
 43 Classification to the Land Use Development Code which was passed two weeks
 44 ago. He stated the Town was awarded a grant from the New Mexico Historic
 45 Preservation Division to prepare nominations of Rural Historical Landscapes

1 (RHL) to the Federal Register of Historic Places, which are the Canon RHL, the
2 Ranchitos RHL, and the Couse RHL.

3
4 Mayor Pro Tem Abeyta stated this is an excellent initiative. He asked Mr. Foster
5 to keep the County Commissioners involved in the process.

6
7 Mr. Foster stated he has invited the County's Community & Economic
8 Development Director and the Long Range Planner to the meetings. He further
9 stated the Town has a statutory obligation to plan for the 3 mile buffer outside of
10 Town limits.

11
12 *This item was for informational purposes. No action was taken.*

13
14 **G. Matthew Foster, Long Range Planner**

15 Approval of Town Council Priorities for the 2011-2015 Infrastructure Capital
16 Improvements Plan (ICIP). The ICIP is a list of unfunded capital projects
17 scheduled for completion in the fiscal years 2011 through 2015. The list is
18 intended to help coordinate infrastructure projects, identify funding sources and
19 project costs, and select priorities for capital outlay requests. The ICIP is
20 necessary for receiving additional points on the Town's Community Development
21 Block Grant applications and other state funding determinations.

22
23 Following is a list of proposed Council Priorities for the 2011-2015 Infrastructure
24 Capital Improvements Plan:

- 25
26 1. Architectural Design and Construction of Police Department Building;
27 2. High Altitude Sports Training Facility Feasibility Study;
28 3. Este Es Roadway Improvements;
29 4. Salazar Road Extension;
30 5. Weimer Area Sewer Line; and
31 6. Land Use Master Plan.

32
33 **Councilmember Quintana made a motion to approve the Town Council**
34 **Priorities for the 2011-2015 Infrastructure Capital Improvements Plan**
35 **(ICIP). Councilmember Silva seconded the motion. The motion was**
36 **approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem**
37 **Abeyta, and Councilmembers Sanchez, Quintana and Silva.**

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39
40 **H. Matthew Spriggs Community & Economic Development Director**

41 Discussion of the proposed "Busker Activity" ordinance to be heard by the Town
42 Council on October 13, 2009.

43
44 Allen Vigil, Chief Planner, and Cindy Spray, owner of Kimosabe shop on the
45 Plaza, came forward to address the Council. Ms. Spray is working with the Town
46 under contract as a coordinator for the Arts & Cultural District.

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Ms. Spray offered to be the point person on Taos Plaza regarding buskers. Ms. Spray explained she has worked with the buskers and thinks it is great that the Council asked that the ordinance be less restrictive.

There was a discussion regarding private property owners' rights. Allen Ferguson, Town Attorney stated he believes the ordinance needs more work and must consider the citizens freedom of expression rights.

Mayor Cordova stated the Town is on the right path and also stated the ordinance needs further legal review before it comes back to Council.

10. MATTERS FROM TOWN MANAGER

Mayor Cordova welcome Mr. Miera back from his trip to Canada where he attended the International City Managers Association Annual Conference. Mr. Miera thanked Mayor and Council for the opportunity to attend the conference and gave a brief review of the presentation he gave which focused on youth and new city managers.

Mr. Miera informed Mayor and Council that GRT was down by 6.9% from May – June, 2009; however, the revenues for the parking meters are up by 72%.

11. MATTERS FROM MAYOR AND COUNCIL

Mayor Cordova stated he is working on an appointment of a youth member to serve on the Council. He is trying to get a meeting scheduled with the superintendent.

Mayor Cordova commended staff on the application process for applying for stimulus funds.

Mayor Pro Tem Abeyta asked Mr. Miera to make sure the Town moves forward with the annexation of the Este Es Road area.

12. ADJOURNMENT: A motion was made by **Councilmember Quintana** and seconded by **Councilmember Silva** to adjourn the meeting. The motion carried unanimously and the meeting adjourned at **4:10 p.m.**

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

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October 27, 2009

Title:

September 28, 2009 Special Meeting

Summary:

Background:

Attachments:

Click to download

[September 28, 2009 Minutes](#)

APPROVALS:

Date/Time:

Approval:

Department:

10/19/2009 9:21 AM

Approved

Town Clerk

Special Meeting
Taos Town Council
Town Council Chambers
120 Civic Plaza Drive
Taos, New Mexico
September 28, 2009
1:30 p.m.

MINUTES

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10
11 **1. CALL TO ORDER: The Special Meeting of the Taos Town Council was called**
12 **to order by the Honorable Mayor Darren M. Cordova at 1:35 p.m.**

13
14 **2. ROLL CALL: Ms. Renee Lucero, Town Clerk, called roll and a quorum was**
15 **present.**

16
17 **Those present were:**

18 Mayor Darren M. Cordova
19 Mayor Pro Tem Rudy C. Abeyta
20 Councilmember A. Eugene Sanchez
21 Councilmember Amy J. Quintana
22 Councilmember Michael A. Silva

23
24 **Also present were:**

25 Town Manager Daniel Miera
26 Assistant Town Manager Abigail Adame
27 Assistant Town Attorney Jack Clough
28 Town Clerk Renee Lucero

29
30 **Absent was:**

31 Town Attorney Allen Ferguson

32
33 **3. PLEDGE OF ALLEGIANCE: Councilmember Quintana led the audience in**
34 **the pledge of allegiance.**

35
36 **4. APPROVAL OF AGENDA:**

37 **Change Executive Session to read as follows:** The Council will adjourn to go into
38 executive session to consider ~~competitive sealed bids~~ Requests for Proposals for the
39 design services for the Alexander/Gusdorf Eco Park pursuant to NMSA Section 10-
40 15-1.H.(6).

41
42 **Councilmember Silva made a motion to approve the Agenda as amended.**
43 **Councilmember Sanchez seconded the motion. The motion carried**
44 **unanimously.**
45
46

1 **5. CITIZENS FORUM**

2 **No one came forward.**

3
4 **6. PUBLIC HEARINGS**

5 **A. Matthew Spriggs, Community & Economic Development Director**

6 Consideration of Ordinance 09-30, an Ordinance amending Section 15-08 of the
7 Taos Town Code regarding the use of V-shaped (portable "sandwich board")
8 signs, multi-tenant signs, informational signs and the number of signs permitted.

9
10 Mr. Spriggs stated Ordinance 09-30 is an interim ordinance to address specific
11 Council concerns with regard to certain aspects of the sign code. He anticipates a
12 full rewrite of the sign code to be presented to Council in November for adoption.

13
14 *Public Opinion*

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

16
17 After closing the public hearing, Mayor Cordova asked for questions from the
18 Council.

19
20 Mayor Pro Tem Abeyta asked if portable signs were not allowed in the past. Mr.
21 Spriggs stated they were allowed but only at restaurants; now all businesses will
22 be allowed to use portable signs.

23
24 Mayor Cordova stated he is concerned that 6 foot signs for a building 30,000
25 square feet or less is not enough signage. Daniel Miera, Town Manager, stated
26 staff will be evaluating the average height of the signs. Mayor Cordova asked that
27 all signs currently up be evaluated. He believes the majority of them are up to or
28 over 15 feet high.

29
30 Councilmember Silva stated the architectural structure of the building should be
31 the dominant feature, not the sign.

32
33 A discussion ensued about the maximum height of a sign based on the height of
34 the building. Mayor Cordova stated the intent of the ordinance is to make the
35 business community look vibrant. Mayor Pro Tem Abeyta believes the maximum
36 height of a sign should be the same for all businesses regardless of whether the
37 building is one or two stories. He also stated before the height restriction is set,
38 staff should do an analysis of the present height of signs.

39
40 **Councilmember Sanchez made a motion to approve Ordinance 09-30 with**
41 **the exception of Article 7, which will be continued at the October 15, 2009**
42 **Special Town Council Meeting at 1:30 p.m. Councilmember Quintana**
43 **seconded the motion. The motion was approved by an affirmative vote.**
44 **Those voting AYE were: Mayor Pro Tem Abeyta, and Councilmembers**
45 **Sanchez, Quintana and Silva.**
46

1 **7. MATTERS FROM STAFF**

2 **A. Ron Yachinich, Convention & Visitor Services Department**

3 Recommendation to award Bid # 09-10-04 Rio Grande Hall HVAC Systems
4 Upgrade and authorization for the Mayor to enter into Contract # TT-10-103 with
5 Phoenix Mechanical, LLC in the amount of two hundred fifty thousand dollars
6 (\$250,000), inclusive of GRT.

7
8 Mr. Yachinich stated the original bid came in at \$266,931.60; however, after
9 negotiations, Phoenix Mechanical brought their bid down to \$250,000.

10
11 **Councilmember Quintana made a motion to approve Ordinance 09-30 as**
12 **presented. Councilmember Silva seconded the motion. The motion was**
13 **approved by an affirmative vote. Those voting AYE were: Mayor Pro Tem**
14 **Abeyta, and Councilmembers Sanchez, Quintana and Silva.**

15
16 **8. MATTERS FROM THE TOWN MANAGER**

17 **A.** Consideration and approval of Contract TT-10-16 with Taos Local Television in
18 the amount of \$29,160.81 inclusive of Gross Receipts Tax for public access
19 television. Contract expires April 30, 2010.

20
21 Mayor Cordova stated he is concerned with the quality of Council Meeting video
22 recordings. Tom Myers, of Taos Local Television, stated Comcast has isolated
23 the problem to a new section of Town Hall. He also stated the Town's IT staff is
24 aware of the problem and it is being addressed.

25
26 **Councilmember Sanchez made a motion to approve Contract TT-10-16 with**
27 **Taos Local Television as presented. Councilmember Quintana seconded the**
28 **motion. The motion was approved by an affirmative vote. Those voting AYE**
29 **were: Councilmembers Sanchez, Quintana and Silva. Mayor Pro Tem**
30 **Abeyta stepped out of the meeting momentarily.**

31
32 **B.** The Town Manager will give a staff report regarding code enforcement issues -
33 nuisance properties.

34
35 Rachel Romero, Code Enforcement Officer, came forward and gave a detailed
36 presentation on unsafe structures and nuisance properties within the Town of
37 Taos. The properties identified were: Lujan's Funeral Home, Hacienda Inn, Dane
38 Bigbee, El Pueblo Café, a residence on Zuni Street, Mary D. Medina Building,
39 Toby's Restaurant, C.B. Trujillo (Jack Denver's), Mustang Gas Station, Stop n
40 Go Gas Station, a residence on Liebert Street, the old Arby's Restaurant, the old
41 Creamland Storage, and a residence on Camino de la Serna.

42
43 Councilmember Silva asked, in regards to Hacienda Inn, if the Town has a
44 liability even if there are ownership issues that are being dealt with. Jack Clough,
45 Assistant Town Attorney, stated yes, the Town can be held liable because staff

1 knows the building is unsafe. Councilmember Silva stated the buildings should
2 be fenced in so that there is no access to the building.

3
4 Mayor Pro Tem Abeyta thanked Ms. Romero for her presentation and believes
5 Lujan’s Funeral Home, Dane Bigbee’s and El Pueblo Café should be torn down.
6 He feels the Town needs to take action on these buildings.

7
8 Mayor Cordova thanked staff for their hard work and told the listening audience
9 that staff is willing to work with them if their building is not in compliance.

10
11 **9. MATTERS FROM MAYOR AND COUNCIL**

12
13 **10. EXECUTIVE SESSION: Councilmember Silva made a motion to go into**
14 **Executive Session consider Requests for Proposals for the design services for the**
15 **Alexander/Gusdorf Eco Park pursuant to NMSA Section 10-15-1.H.(6).**

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

20
21 **At 5:27 p.m., Councilmember Quintana made a motion to come out of Executive**
22 **Session and stated discussion in the Executive Session was limited to the item as**
23 **it was called for. Mayor Pro Tem Abeyta seconded the motion. The motion was**
24 **confirmed by an affirmative vote. Those voting AYE were: Mayor Pro Tem**
25 **Abeyta and Councilmembers Sanchez, Quintana and Silva.**

26
27 **13. ADJOURNMENT:** A motion was made by **Councilmember Quintana** and
28 seconded by **Mayor Pro Tem Abeyta** to adjourn the meeting. The motion carried
29 unanimously and the meeting adjourned at **5:27 p.m.**

30
31
32 **APPROVED:**

33
34
35 _____
36 **Darren M. Cordova, Mayor**

37
38 **ATTEST:**

39
40 _____
41 **Renee Lucero, Town Clerk**

42
43
44
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for audio recordings and \$25.00 for video recordings.



October 27, 2009

Title:

October 8, 2009 Special Meeting

Summary:

Background:

Attachments:

Click to download

[October 8, 2009 Minutes](#)

APPROVALS:

Date/Time:

Approval:

Department:

10/19/2009 9:22 AM

Approved

Town Clerk

**Special Meeting
Taos Town Council
Town Council Chambers
120 Civic Plaza Drive
Taos, New Mexico
October 8, 2009
10:00 a.m.**

MINUTES

1. CALL TO ORDER: The Special Meeting of the Taos Town Council was called to order by the Honorable Mayor Darren M. Cordova at 10:02 a.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

Also present were:

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

Absent was:

Councilmember Michael A. Silva

3. PLEDGE OF ALLEGIANCE: Councilmember Quintana led the audience in the pledge of allegiance.

4. APPROVAL OF AGENDA:

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

5. CITIZENS FORUM

No one came forward.

6. MATTERS FROM STAFF

A. Amos Torres, Public Utilities Director

Consideration and approval of Amendment # 4 to Contract #TT-09-133 with Souder Miller & Associates for the Engineering and Design of the improvements

1 to the Taos Regional Wastewater Treatment Plant. Amendment is to complete the
 2 Preliminary Engineering Report required for American Reinvestment and
 3 Recovery Act funding. The contract amendment is in the amount of \$37,198.50
 4 exclusive of GRT.

5
 6 Amos Torres, Public Works Director, explained that the amendment is for design
 7 services for Phase 2 and 3 of the Taos Valley Regional Wastewater Treatment
 8 Plant and stated the item is required to receive American Reinvestment and
 9 Recovery Act Funding. Additionally, he stated the total project cost is
 10 \$9,370,000.

11
 12 Mayor Cordova asked Daniel Miera, Town Manager, to evaluate the specific
 13 scope of work for the project to ensure the percentages outlined in the Project
 14 Phasing Plan spreadsheet are correct.

15
 16 **Councilmember Quintana made a motion to approve Amendment # 4 to**
 17 **Contract #TT-09-133 with Souder Miller & Associates for the Engineering**
 18 **and Design as presented. Mayor Pro Tem Abeyta seconded the motion. The**
 19 **motion was approved by an affirmative vote. Those voting AYE were:**
 20 **Mayor Pro Tem Abeyta, and Councilmembers Sanchez and Quintana.**

21
 22 **B. Amos Torres, Public Utilities Director**

23 Recommendation to award and authorization to allow the Mayor to enter into a
 24 contract for the purchase of membranes for the upgrades to the Taos Regional
 25 Wastewater Treatment Facility per RFP # 09-10-05. Funding will be from either
 26 Water Trust Board or American Reinvestment and Recovery Act. Proposals will
 27 be reviewed the evening of October 7th and the morning of October 8th;
 28 therefore, the contractor and contract amount will be announced at the Council
 29 Meeting.

30
 31 Mr. Torres explained that 6 proposals were received in response to the Request
 32 for Proposals. The highest ranked bidder is GE in the amount of \$2,438,850. He
 33 stated the award is contingent on a waiver from the Environmental Protection
 34 Agency because there are no companies in the United States who manufacture the
 35 membranes.

36
 37 Mayor Cordova explained that the deadlines set by the American Reinvestment
 38 and recovery Act must be met to receive funding (\$2,100,000 grant plus
 39 \$1,000,000 loan) and further stated the plans and specifications are due to the
 40 New Mexico Environment Department by November 9, 2009.

41
 42 Mr. Torres stated another contingency is that GE only offered a 2 year full
 43 warranty and an 8 year pro-rated warranty, instead of a 10 year warranty as
 44 requested in the RFP. He stated if GE does not meet the criteria, the Town will
 45 go to the second highest ranked RFP – Enviroquip.

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Councilmember Quintana made a motion to award RFP # 09-10-05 for the purchase of membranes for the upgrades to the Taos Regional Wastewater Treatment Facility to GE in the amount of \$2,438,850 with the following contingencies: 1) that the Environmental Protection Agency provide a waiver due to the membranes being manufactured outside the United States; 2) that GE provide a 10 year warranty; and 3) that the Town receives grant and loan funding for the project. 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 and Quintana.

7. MATTERS FROM THE TOWN MANAGER

8. MATTERS FROM MAYOR AND COUNCIL

9. ADJOURNMENT: A motion was made by **Councilmember Abeyta** and seconded by **Councilmember Quintana** to adjourn the meeting. The motion carried unanimously and the meeting adjourned at **10:31 a.m.**

APPROVED:

Darren M. Cordova, Mayor

ATTEST:

Renee Lucero, Town Clerk

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October 27, 2009

Title:

Presentation

Summary:

Presentation by Sherry Hooper, Executive Director of The Food Depot, regarding The Food Depot's food sources and its service to hungry people in Taos, including the food bank's work with Taos food programs.

Background:

Councilmembers Abeyta and Quintana recommended Ms. Hooper do a presentation to the Council on hunger in Northern New Mexico and the food bank's work in Taos to combat this growing crisis.

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
9/11/2009 5:00 PM	Approved	Town Clerk



October 27, 2009

Title:

Presentation

Summary:

Summer Wood, presentation regarding Big Read Program.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:

Approval:

Department:

10/16/2009 2:54 PM

Approved

Town Clerk



October 27, 2009

Title:

Cathy Connelly, Public Relations Director (with Cindy Spray, Arts & Cultural District Coordinator)

Summary:

Presentation of plaque honoring Taos, New Mexico as one of America's Top 25 Arts Destinations for collectors and travelers who love art galleries, museums and festivals.

Background:

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
10/16/2009 2:56 PM	Approved	Town Manager
10/16/2009 2:56 PM	Approved	Town Clerk



October 27, 2009

Title:

Amos Torres, Public Utilities Director

Summary:

Consideration and approval of Amendment #4 to Contract # TT-09-115 to Waste Management of New Mexico for the hauling and disposal of the sludge from the Taos Regional Wastewater Treatment Plant to Rio Rancho landfill in the amount of \$65,000 including NMGRT. This Amendment is to cover services until new contract hauler begins hauling services. Rio Rancho is the only Landfill in the region that is permitted to receive municipal sludge in the region.

Background:

Amendment #4 is for the services from July until Mid October for services provided. A new contract Hauler (Southwest Abatement Inc) has been awarded the Hauling contract. A seperate contract is still being negotiated with Waste Mangement for the disposal of the Sludge at the Rio Rancho landfill.

Attachments:

Click to download

[Amendment](#)

[sole source](#)

APPROVALS:

Date/Time:	Approval:	Department:
10/16/2009 1:27 PM	Approved	Town Manager
10/16/2009 1:27 PM	Approved	Town Clerk

Contract No. TT-10-126
Public Utilities Department



Amendment No. 4 to Contract TT-09-115

This Amendment is hereby made and entered into by and between the Town of Taos, a New Mexico Municipality (hereinafter "TOWN") and **Waste Management of New Mexico** (hereinafter "CONTRACTOR") Amendment in effect on the last date entered on this page.

WHEREAS, the parties have found it necessary to amend this contract; and

WHEREAS, both the TOWN and the CONTRACTOR agrees to the amended terms and conditions;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that this contract shall be amended to include the following terms and conditions:

1. Scope of Work shall not be modified.
2. The amount of the contract shall be increased by \$65,000.00, total contract not to exceed \$379,000.00 inclusive of GRT
3. The term of the contract shall be extended to expire on June 30, 2010.
4. All other terms and conditions previously agreed to in the original contract are hereby confirmed and ratified and continued in full force and effect.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

CONTRACTOR

TOWN

Date Signed _____

Date Signed _____

FINANCE APPROVAL:

LEGAL FORM APPROVED BY:

Marietta Fambro
Date Signed _____
Line Item: **63-29-44005**

Allen R. Ferguson, Jr., Town Attorney
Date Signed _____

Finance Department
Purchasing Agent

Memo

To: Tina Torres, Purchasing Agent
From: Amos Torres, Public Utilities Director
Date: 10/16/2009
Re: Sole Source Determination – Waste Management of New Mexico

Pursuant to Section 13-1-126 NMSA 1978 as amended provides that a central purchasing office may award a contract without competitive sealed proposals when a determination has been made on a good-faith review of available sources that there is only one source for the required services.

Rio Rancho Landfill, operated by Waste Management of New Mexico is the only landfill within the region that is permitted by the New Mexico Environmental Department to accept municipal sludge. The services are for the disposal of the Wastewater Treatment Plant sludge.

As a result of this review, I have concluded that this is indeed a sole source provider.

The Town may proceed with entering into a contract with Waste Management of New Mexico without the need for competitive sealed bids or proposals.

Approved:

I have determined that the purchase from Waste Management of New Mexico will be listed as a sole source provider for the above listed purchase of services.

Central Purchasing Officer
Tina Torres



October 27, 2009

Title:

Marietta Fambro, Finance Director (with Amos Torres, Public Utilities Director)

Summary:

Approval and acceptance of Resolution 09-60 authorizing the submission of the 2010 Water Trust Board application in the amount of \$1,680,000 for financial assistance for the continuation of the Regional Water System Upgrade Project. The scope of work to include Weimer Hills distribution system, regional tie-ins to the communities of Talpa and Ranchos, SCADA security, SCADA flow monitoring equipment, Well 9 completion and numerous pressure relief valves.

Background:

This project is a continuation of the regional water system upgrade project that has been in progress since 2003. Funding from this request would be used for Phase 1 and 2 of a 3 Phase water system improvement project. The overall project cost is estimated at \$4 million dollars.

Attachments:

Click to download

[Resolution 09-60](#)

APPROVALS:

Date/Time:	Approval:	Department:
10/20/2009 10:23 AM	Approved	Town Clerk



RESOLUTION 09-60

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TAOS, AUTHORIZING THE MAYOR AND STAFF TO APPLY FOR GRANT FUNDING THROUGH THE WATER TRUST BOARD FOR THE PURPOSE OF THE CONTINUATION OF THE REGIONAL WATER SYSTEM UPGRADE PROJECT.

Whereas, the Town of Taos (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Act, Section 6-21-1 through 06-21-31, NMSA 1978 (“Act”) and the Town Council (“Governing Body”) is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit: and

Whereas, the Town wishes to submit a project for funding consideration and has identified the Regional Water System Upgrade Project as the next vital priority project for funding consideration; and

Whereas, the Town recognizes the need for sufficient water and improvements to portions of the pumping system and piping for effective use of water from wells RP 2800 (Well 8) and RP3200 (Well 9); and

Whereas, the cost for the proposed water system upgrade project is estimated at approximately \$4,000,000.00.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Town of Taos that the Mayor and Staff are hereby authorized to submit an application for funding to the Water Trust Board for the purpose of long term water projects in the amount of \$1,680,000.00.

PASSED, APPROVED and ADOPTED, this 27th day of October, 2009, at the Special Meeting of the Town Council.

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



October 27, 2009

Title:

Marietta Fambro, Finance Director (with Amos Torres, Public Utilities Director)

Summary:

Approval and acceptance of Resolution 09-59 authorizing the submission of the 2010 Water Trust Board application in the amount of \$3.4 million for financial assistance for the Water Conservation, Recycling, Retreatment and Re-use Project at the Taos Regional Wastewater Treatment Facility.

Background:

This project is the continuation of the fourth phase of a four phase Water Conservation, Recycling, Treatment and Re-use Project located at the Town of Taos Wastewater Treatment Facility. The project is designed to meet the increasing demands of the Town of Taos and its surrounding communities and to improve effluent quality in order to enable complete reuse of the wastewater effluent. The overall project cost is estimated at \$9.37 million dollars for phases 2 thru 4. Funds from this request would be used to complete Phase 4 of the project, completion of the operations building and laboratory equipment.

Attachments:

Click to download

[Res 09-59 WTB 2010 Treatment Plant Application](#)

APPROVALS:

Date/Time:	Approval:	Department:
10/20/2009 10:23 AM	Approved	Town Clerk



RESOLUTION 09-59

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TAOS, AUTHORIZING THE MAYOR AND STAFF TO APPLY FOR GRANT FUNDING THROUGH THE WATER TRUST BOARD FOR THE PURPOSE OF WASTE-WATER TREATMENT PLANT REHABILITATION

Whereas, the Town of Taos (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Act, Section 6-21-1 through 06-21-31, NMSA 1978 (“Act”) and the Town Council (“Governing Body”) is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit: and

Whereas, the Town wishes to submit a project for funding consideration and has identified the Wastewater Treatment Plant Rehabilitation Project as the next vital priority project for funding consideration; and

Whereas, the Town recognizes the need to increase the quantity of wastewater which can be treated and the quality of effluent produced. In addition the Town also recognizes the need to improve ground water quality and conserve the limited water resources of the Taos valley; and

Whereas, the cost for the proposed wastewater treatment plant upgrades project is estimated at approximately \$9.37 million; and

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Town of Taos that, the Mayor and Staff are hereby authorized to submit an application for funding to the Water Trust Board for the purpose of long term wastewater projects in the amount of \$3.4 million.

PASSED, APPROVED and ADOPTED, this 27th day of October, 2009, at the Special Meeting of the Town Council.

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



October 27, 2009

Title:

Marietta Fambro, Finance Director

Summary:

Approval of Resolution 09-58 Budget Adjustment Request: **1) Community Grants Fund (30)** - Increase interfund transfer-in and expenditures in the amount of \$10,000 for continuance of the Taos Express project through the end of December, 2009; **2) Capital Improvements Fund (51) - a)** Increase interfund transfer-out - \$10,000 to cover the Taos Express project in fund 30 **b)** Transfer from capital outlay expenses from Airport Substation project - \$24,156 to a new project; the design of the Mary Medina building for the Police Department.

Background:

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

Attachments:

Click to download

[Res No. 09-58 Documentation](#)

APPROVALS:

Date/Time:	Approval:	Department:
10/16/2009 1:54 PM	Approved	Town Clerk



**TOWN OF TAOS, NEW MEXICO
RESOLUTION 09-58**

WHEREAS the Town of Taos has adopted its operating budget for the fiscal year ending June 30, 2010, and

WHEREAS the governing body of the Town of Taos, meeting in Special Session this 27th day of October, 2009 wishes to adjust its operating budget for the fiscal year ending June 30, 2010.

NOW, THEREFORE be it resolved that the governing body of the Town of Taos, meeting in Special Session this 27th day of October, 2009, adopts this budget adjustment and respectfully requests approval from the Local Government Division of the Department of Finance and Administration to effect this budget adjustment.

Community Grants Fund (30)

Revenues and Other Sources:

Interfund Transfer-In	\$10,000.00
-----------------------	-------------

Expenditures and other Financing Uses:

Personnel Expense – (30-10) Taos Express	\$10,000.00
--	-------------

(To adjust the Community Grants Fund, this budget adjustment will increase revenues and expenditures due to additional monies allocated for the continuation of the project through December 2009.)

Capital Improvements Fund (51)

Expenditures and other Financing Uses:

Capital Outlay – Airport Substation (51-39)	\$(34,156.00)
Capital Outlay – Design of Mary Medina Building	
.....For Police Department (51-new)	\$ 24,156.00
Interfund Transfer-Out – To Fund (30) Taos Express Shuttle	\$10,000.00

(To adjust the Capital Improvements Fund, this budget adjustment will transfer out \$10,000 to fund 30 Community Grants to cover continuation of the Taos Express project through December 2009 and transfer for the design to the Mary Medina building in renovations for a Police Department.)

PASSED, APPROVED, AND ADOPTED THIS 27th DAY OF OCTOBER 2009.

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

APPROVED:

Department of Finance and Administration

Date: _____



**Town of Taos
BUDGET TRANSFER /ADJUSTMENT REQUEST FORM**

Department Name: Executive
Date Prepared: 10/16/2009
Funds Affected: Capital Improvements (51)
 Community Grants (30)

FROM (Budget to be Decreased)		TO (Budget to be Decreased)		AMOUNT	JUSTIFICATION
Line Item Detail	AMOUNT	Line Item Detail	AMOUNT		
51-39-45002 Buildings & Structures (Airport Substation)	\$ 24,156.00	51-new-45002 Buildings & Structures Design Medina Bldg for Police	\$ 24,156.00		This portion of the request will allocate \$24,156 for the initial design work on the Mary D. Medina building to renovate it in to a Police Department.
50-00-47101 (Increase) Interfund Transfer Out	\$ 10,000.00	30-00-39001 (Increase) Interfund Transfer In	\$ 10,000.00		The balance of \$10,000 from the Airport Station project will go to Taos Express to fund this program until the end of December 2009.
		30-10-41001 Full-Time Employees Taos Express	\$ 10,000.00		
TOTAL	\$ 34,156.00	TOTAL	\$ 44,156.00		

Disapproved Approved

Disapproved Approved

Disapproved Approved

DEPARTMENT HEAD SIGNATURE _____ DATE 10-16-09
 TOWN MANAGER AND/OR ASSISTANT TOWN MANAGER SIGNATURE _____ DATE
 FINANCE DIRECTOR SIGNATURE *Marietta J. Lamb* DATE 10-16-09

ACCOUNTANT SIGNATURE _____ DATE _____

BATCH # _____

Council Approval Required.
 Yes No
 Resolution # 09-58
 Date Approved 10/27/2009



October 27, 2009

Title:

Contract Approval

Summary:

Approval of Contract TT-10-25 with Universal Professional Services in the amount of \$30,000 inclusive of GRT for lobbying services during the 2009 Special Legislative Session and the 2010 Regular Legislative Session that will be held in Santa Fe, New Mexico.

Background:

Gabriel D. Cisneros will represent the Town of Taos in Legislative Committee meetings and stand in support of legislative bills that are of interest to the Town at Committee meetings. He will also keep the town informed of the status of bills and Committee meetings in order to provide sufficient notice of attendance. Monthly written briefings will be provided regarding lobbying efforts and progress of legislative funding. Contractor will also provide services consisting of lobbying and/or representing the Town's interest before the Water Trust board and other state and federal agencies and with respect to CDBG applications, applications for federal stimulus grants and/or other sources of funding.

Attachments:

Click to download

[Contract TT-10-25](#)

APPROVALS:

Date/Time:	Approval:	Department:
10/16/2009 3:12 PM	Approved	Town Manager
10/16/2009 3:12 PM	Approved	Town Clerk

**Contract No. TT-10-125
Executive Department**



**TOWN OF TAOS
PROFESSIONAL
SERVICE CONTRACT TT-10-125**

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and **Universal Professional Services, Inc.** (hereinafter "CONTRACTOR") effective on the date signed by the last party to sign entered on the signature page.

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

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

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

1. Scope of Work.

A. Contractor shall provide the following services: Scope of work is more particularly described by Attachment A hereto, incorporated by reference.

Said services shall be in accord with, and meet professional standards.

B. Services will be performed at: NM State Legislature, Santa Fe, NM

2. Contact Person, Address & Phone.

A. CONTRACTOR'S contact person for this contract is: **Gabriel Cisneros**

B. The address and phone number are:

**Box 1067
Questa, NM 87556**

3. Term. THIS CONTRACT DOES NOT BECOME EFFECTIVE UNTIL THE DATE SIGNED BY THE LAST PARTY TO SIGN, AS SHOWN ON THE SIGNATURE PAGE. This contract shall terminate **June 30, 2010** unless sooner terminated pursuant to the termination provision below; by completion of said services; or by mutual agreement of the parties.

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

4. Renewal. TOWN shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the TOWN and CONTRACTOR. Pursuant to the New Mexico Procurement Code, NMSA 1978, Section 13-1-150, no professional services contract, including any renewals or extensions, may exceed a total period of four years (subject to exceptions stated in the statute).
5. Compensation.
- A. The total amount payable to the CONTRACTOR under this Contract, including gross receipts tax and any expenses agreed to, as shown below, shall not exceed **\$30,000.00**. **This amount is a maximum and is not a promise that the TOWN will assign work valued at that amount to CONTRACTOR under this Contract. CONTRACTOR shall be paid only for work assigned by the TOWN and satisfactorily completed by the CONTRACTOR.**
- B. The TOWN shall pay CONTRACTOR at the following rate for work performed under this Contract:
- i. \$3,333.33 per month for services of Gabriel Cisneros, for a period of 8 months and a final payment of \$3,333.36 for the last month.
- The total amount for such services under this Contract, including gross receipts tax and any allowed expenses, shall not exceed **\$30,000.00**.
- The total maximum contract amount including taxes and any expenses: **\$30,000.00**.
- C. Payment is subject to availability of funds pursuant to the Appropriations Paragraph below.
- D. CONTRACTOR must submit a detailed [monthly or other interval] statement accounting for all services performed and expenses incurred. If the TOWN finds that the services or expenses are not acceptable, within thirty days after the date of receipt of the written statement from the Contractor requesting payment, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection and outlining steps the CONTRACTOR may take to provide remedial action. Upon certification by the TOWN that the services have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the TOWN'S acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. The TOWN shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- E. No further amount(s) beyond those set forth above shall be available under this contract unless authorized by law, ordinance, regulation or resolution and embodied in a written amendment to this contract executed prior to the additional work being performed.
6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the TOWN and its officials, employees and agents from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.
7. Deliverables. CONTRACTOR shall deliver, to the TOWN, any "deliverables" included within Paragraph 1.C of this contract (or Attachment A) no later than the earlier of the submission of CONTRACTOR's final bill or the termination of this Contract, except that if an earlier time is

stated in Paragraph 1.C or Attachment A, then the deliverables will be submitted by that time.

8. Appropriations and authorization. This contract is contingent upon there being sufficient appropriations available for payment and sufficient legal authorization for its performance. The TOWN shall be the sole and final determiner of whether sufficient appropriations and authorization exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.

9. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

10. Termination.
 - A. This contract may be terminated at will, by either party, with or without cause upon 30 days written notice to the other party. Such written notice shall be delivered or mailed (certified mail, return receipt) to the other party. The TOWN's sole liability upon such termination shall be to pay for acceptable work performed prior to the CONTRACTOR's receipt of the notice of termination or the CONTRACTOR's sending a notice of termination to the TOWN. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work completed or in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR's final billing statement. In no event shall termination nullify obligations of either party prior to the effective date of termination. Notwithstanding the foregoing, the TOWN may terminate this Contract immediately at any time it concludes that CONTRACTOR is unable to perform under this Contract. **This Paragraph is not exclusive and does not waive the TOWN's other rights and remedies in the event that CONTRACTOR defaults or breaches this Contract.**

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

11. Conflicts Provision. Should there be any conflict between any term, condition or understanding contained in this contract and those documents attached or incorporated by reference, the terms and conditions of this contract shall govern.

12. Work Product. All work and work product produced under this contract shall be and remain the exclusive property of the TOWN, unless otherwise agreed by the parties, and CONTRACTOR shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the TOWN, any such work or work product or copies thereof. If applicable, the provision of Sec. 13-1-123(B), N.M.S.A. (1978 as amended) modify this provision with respect to certain documents produced by architects, engineers, landscape architects and surveyors. Further, CONTRACTOR shall not apply for, in its name or otherwise, for any copyright, patent or other intellectual property right for work produced under this Contract and acknowledges that any such property right created or developed remains the

exclusive right of the TOWN.

13. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it, its employees, agents or representatives shall be considered employees or agents of the TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
14. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that express authority.
15. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract that is of a confidential nature shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
16. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the TOWN.
17. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay to the State Department of Taxation and Revenue the applicable gross receipts taxes on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax to the State. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income; self-employment taxes and other taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.
18. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
19. Indemnification. The Contractor shall defend, indemnify and hold harmless the TOWN from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice

thereof, notify in writing the legal counsel of the TOWN and the Self Insurers Fund of the New Mexico Municipal League.

20. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.
21. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
22. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
23. Ethical Considerations. CONTRACTOR shall abide by Contractor's Code of Professional Responsibilities and/or applicable Canons of Ethics as prescribed by its profession. Failure of any owner, partner, or major employee employed by CONTRACTOR to remain in good standing shall immediately render this contract voidable at the sole discretion of the TOWN, and, if declared voidable, all obligations of the TOWN to perform hereunder shall be nullified.
24. Required Liability Insurance. CONTRACTOR shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended) naming TOWN as an additional insured.
25. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to terminate the contract or issued to CONTRACTOR a notice to cure as set forth in the following paragraph.
26. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure." Failure by the CONTRACTOR to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract.
27. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is unlawful or unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
28. Entire Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for

any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited and violate criminal laws of New Mexico.

- 31. Authority to Sign. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CONTRACTOR:

 Contractor
 Printed Name: _____
 Title or Position: _____

Contractor's GRT/CRS Number OR

Contractor's Fed. Tax ID No. or SSN

Date signed

ACCOUNTING APPROVAL:

 Marietta S. Fambro, Finance Director
 Budget Line Item: 11-24-44005

Date signed

TOWN APPROVAL:

Mayor Darren M. Cordova

Date signed

ATTESTED TO BY:

Renee Lucero, Town Clerk

APPROVED AS TO FORM:

Allen R. Ferguson, Jr., Town Attorney

Date signed

ATTACHMENT A
TT-10-125

SCOPE OF SERVICES

Gabriel D. Cisneros, dba Universal Professional Services
P.O. Box 1067
Questa, New Mexico 87556

Contractor agrees to provide the Town of Taos with professional lobbying services during the 2009 Special Legislative Session and the 2010 Regular Legislative Session that will be held in Santa Fe, New Mexico. Contractor agrees to the following services in preparations of and during the Legislative Sessions:

1. Contractor agrees to serve as one of the official representatives for the Town of Taos during the legislative session and special session. Contractor agrees to work with the Town to find sponsors for any bills that the Town wishes to have considered.
2. Contractor agrees to track all bills that are introduced by or that may be of interest to the Town and keep the Town informed on status of these bills regularly throughout each and every week of the Session. The Town agrees that the point of contact for these regular weekly updates (at a minimum, at least once a week) will be Mayor Darren Cordova and Daniel Miera, Town Manager. In the final days of the Session, contractor agrees to make contact more frequently in order to keep the Town abreast of status of bills. The Town agrees to attend Committee meetings as deemed necessary throughout the Legislative Sessions, coordinating these with Contractor.
3. Contractor agrees to represent the Town in Legislative Committee meetings and stand in support of legislative bills that are of interest to the Town at Committee meetings. Contractor agrees to keep the Town informed of status of bills and Committee meetings in order to provide sufficient notice of attendance.
4. Contractor agrees to lobby State Legislators, Committee members and the Office of the Governor on behalf of the Town from execution of contract throughout the Legislative Session.
5. Contractor will provide written monthly briefings to the Town Manager regarding lobbying efforts and progress of legislative funding.
6. Contractor agrees to seek and obtain legislative sponsors for bills and appropriations as prioritized by the Town of Taos.
 - A. ICIP Plan-The Town will work with the contractor to initiate, seek, and obtain legislative sponsors for any other projects identified in the Town's ICIP Plan.
7. Contractor agrees to work with the Town and schedule formal meetings between the Mayor, Town Council Members and Town Manager with our State Representative and

State Senator before the Legislative Sessions begin in order to present the Town of Taos 2009 Special Session Legislative Priorities and 2010 Regular Session Legislative Priorities. In addition, Contractor agrees to set up meetings during the annual Municipal Day at the Legislature. Other meetings may be necessary as well and will be scheduled through Contractor.

8. Contractor agrees to utilize knowledge of grant / loan availability through the State of New Mexico agencies and departments and keep Town informed of opportunities and timelines for submission.
9. Contractor will also provide services consisting of lobbying and/or representing the Town's interest before the Water Trust Board and other state and federal agencies and with respect to CDBG applications, applications for federal stimulus grants and/or other sources of funding.
10. The Town has agreed to pay the Contractor the sum of \$30,000.00 inclusive of required gross receipt taxes for lobbying / coordination services to begin on October, 2009 and end on June 30, 2010. Contractor will invoice the Town on a monthly basis. The Town will pay the contractor a payment of \$3,333.33 monthly for a total of eight months and a final payment of \$3,333.36 as agreed upon.

TOWN OF TAOS

UNIVERSAL PROFESSIONAL SERVICES

Daniel Miera, Town Manager

Gabriel Cisneros, Consultant



October 27, 2009

Title:

Memorandum of Understanding

Summary:

Memorandum of Understanding between Town of Taos and Kit Carson Electric Co-Op- Regional Command Center.

Background:

Back-up is currently being reviewed and revised. The Town Manager will provide the MOU at the Council Meeting or before if it is available.

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
10/20/2009 10:24 AM	Approved	Town Manager
10/20/2009 10:25 AM	Approved	Town Clerk



October 27, 2009

Title:

Resolution 09-57

Summary:

Consideration and approval of Resolution 09-57 - Opposing Legislation to repeal the hold harmless provision on food and medicine for municipalities.

Background:

Back-up is currently being revised. The Town Manager will provide the MOU at the Council Meeting or before if it is available.

Attachments:

Click to download

No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:
10/20/2009 10:25 AM	Approved	Town Manager
10/20/2009 10:25 AM	Approved	Town Clerk



October 27, 2009

Title:

Airport Advisory Board Appointments

Summary:

Re-appointment of Airport Advisory Board (AAB) members according to the established Town of Taos AAB Ordinance and Bylaws:

Ken Blair - 4 year term

Richard Nichols - 4 year term

Background:

Attachments:

Click to download

[Resolution 06-36 Bylaws](#)

[Ordinance 07-16](#)

APPROVALS:

Date/Time:	Approval:	Department:
10/2/2009 2:28 PM	Approved	Town Manager
10/2/2009 2:29 PM	Approved	Town Clerk

RESOLUTION NO. 06-36

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TAOS
ADOPTING BYLAWS FOR THE AIRPORT ADVISORY BOARD**

WHEREAS the Town of Taos Town Council has formed the Airport Advisory Board pursuant to Town Ordinance; and

WHEREAS, The Town has determined that it is in the best interest of the Town to found it to be in the best interest of the Town to approve bylaws to the Airport Advisory Board to provide for the effective and efficient operations of the Board; and

WHEREAS, the Town Council has considered the attached Bylaws and have found them to be appropriate for the efficient operations of the Airport Advisory Board.

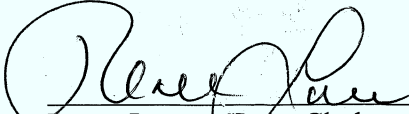
NOW, THEREFORE, BE IT RESOLVED, That the attached bylaws are hereby approved as the Bylaws for the Airport Advisory Board and the Board is directed to conduct business according to said bylaws.

PASSED, ADOPTED, AND APPROVED, this 20th day of June 2006 at the Regular Meeting of the Town Council.

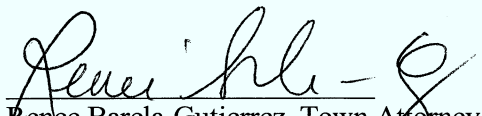
TOWN OF TAOS

By: 
Mayor Bobby F. Duran

ATTEST:


Renee Lucero, Town Clerk

Approved as to form:


Renee Barela-Gutierrez, Town Attorney

AIRPORT ADVISORY BOARD BYLAWS

Article 1. ESTABLISHMENT

The Taos Regional Airport Advisory Board is established pursuant to Town of Taos municipal ordinance Chapter 2.12.

Article 2. PURPOSE AND OBJECTIVES

- A. To provide information and advice to the Town Council on issues pertaining to the operation, maintenance and future development of the Taos Regional Airport.
- B. To make recommendations to town management on matters that might improve the efficient, effective, and safe operation of the airport.
- C. To advance and promote the interests of general aviation, while promoting the general welfare of Taos County.
- D. In pursuit of the above objectives, the Board shall not be empowered to bind the Town Council to any recommendation; the Board shall act only in an advisory capacity.

Article 3. OFFICERS AND DUTIES

- A. **Elected Officers and Duties**
The Following officer shall be elected bi-annually: Chair & Vice Chair. The duties of the Chair are: To preside over meetings; to sign documents; to work with the Airport Manager in scheduling regular and special meetings; to see that all actions of the Board are properly taken.
The duties of the Vice Chair are: To perform the duties of the Chair when the Chair is absent or unavailable.
- B. **Terms of office**
The members of the Airport Advisory Board shall serve terms as identified in the Town Municipal Code Chapter 2.12 as amended. After the initial establishment of the board, officers shall serve four year terms.
- C. **Removal of officers**
An officer of the AAB can be removed from office for failing to fulfill his duties, upon a majority vote of the Board and approval of the Town Manager.
- D. **Resignation of officers**
In the case of a resignation of an officer, the Board shall immediately take action to vote in a new officer so the conduct of business is not disrupted. A special meeting may be called if needed.
- E. **Vacancy**
The Airport Manager shall immediately notify the Mayor of vacancy on the Board. At the next regular Council meeting, the Mayor shall appoint a member pursuant to Town Ordinance Chapter 2.12.

Article 4. BOARD AND MEETING OPERATIONS**A. Quorum**

Three (3) voting members of the Airport Advisory Board shall constitute a quorum. A quorum shall be present before any business is transacted.

B. Conduct of business

All actions of the Airport Advisory Board shall be put before its members in the form of a motion, duly seconded, and voted upon by members present for a quorum.

C. Meetings

The Airport Advisory Board shall hold regular meetings at least every other month. Additional meetings may be scheduled as required. Meetings shall be noticed at least three days prior to the meeting and shall be open to the public.

D. Meeting Records and Minutes

The Airport Advisory Board shall keep a record of its meetings, recommendations, findings and determinations. These records shall be public and maintained in the files of the Town Clerk & Airport Manager.

E. General Order of Business

The general order of business reflected on agendas shall be as follows:

- a) Determination of quorum.
- b) Approval of previous minutes.
- c) Approval of agenda
- d) Old business.
- e) New business.
- f) Adjournment.

F. Conflict of Interest

In the event that any member shall have personal interest of any kind in a matter then before the Commission he shall disclose his interest and be disqualified from voting upon the matter and the secretary shall record in the minutes that no vote was cast by such member. "Personal Interest" shall be deemed to include but not be limited to financial interests; interests in hangar development; business operations; and business park development. A Board member that has a continuous conflict of interest will agree to be permanently removed from the AAB. The intent of this section is to temporarily remove voting rights of a Board member whose personal interests may potentially conflict with the interests of the Town.

Article 5. AIRPORT MANAGER**A. Role on Board**

The Airport Manager shall act as the liaison between the Board and the Town Council. He or his designee is responsible for scheduling meetings and ensuring the efficient administration of meetings. Additionally, he or his designee is responsible for taking minutes at Board meetings.

B. Communication

The members of the Board shall communicate with town employees and contractors only through the Airport Manager. No Board member shall give an order directly to any department or employee. Only a majority of the Board has an authority to recommend policy and procedure implementation or changes to the Town Council.

C. News Releases

All news releases regarding action or decision must be submitted to the airport manager and then approved and released by the Town Manager.

Article 6. ADOPTION AND AMENDMENT

- A. Bylaws of the Airport Advisory Board shall be adopted by a majority vote of the Mayor and Town Council.
- B. Bylaws of the Airport Advisory Board may be amended from time to time by a majority vote of the Mayor and Town Council provided that such proposed amendment shall have been first submitted to the Mayor and Council in writing prior to the meeting at which the vote is taken.

These by-laws were adopted by the Mayor and Town Council on June 20, 2006



ORDINANCE 07-16
AN ORDINANCE REPEALING AND REPLACING
TITLE 2, CHAPTER 2.12 TAOS MUNICIPAL AIRPORT
COMMISSION

This ordinance amends the Town of Taos Ordinance Repealing and Replacing Title2, Chapter 2.21 Taos Municipal Airport

WHEREAS, the Town of Taos has adopted Title 2, Chapter 2.21 Taos Municipal Airport Commission; and

WHEREAS, the Town of Taos now wishes to repeal and replace Title 2 Chapter 2.21 Taos Municipal Airport

NOW THEREFORE, BE IT ORDAINED by the governing body of the Town of Taos, meeting in Regular Session, this 18th day of September 2007, and after having held a public hearing on the matter, that the following Ordinance is hereby repealed, replaced, adopted, approved and ratified:

2.12.010: CREATED; COMPOSITION:

There is created a commission to be known as the Taos municipal airport commission, to be composed of five (5) citizens who are qualified electors of the town. At least one of the members shall be experienced in aviation and shall hold a current license as a private pilot or commercial pilot. (Prior code § 4-16)

2.12.020: APPOINTMENT; TERMS OF OFFICE:

The airport commissioners shall be appointed by the mayor and confirmed by a three-fourths (3/4) vote of the duly elected and qualified members of the town council, and shall hold office for a term of two (2) years; provided, however, that two (2) of the commissioners first appointed shall serve for a term of one year, and three (3) of the commissioners first appointed shall serve for a term of two (2) years, to be designated by the mayor. Thereafter, upon the expiration of their respective terms, their successors shall be appointed by the mayor and confirmed by the council for a term of two (2) years. (Prior code § 4-17)

2.12.030: COMPENSATION AND REIMBURSEMENT FOR EXPENSES; MEMBERSHIP RESTRICTIONS:

The members of the airport commission shall receive no compensation for their services, but shall be entitled to reimbursement for all expenses reasonably incurred by them in the performance of their duties as members of the commission. Each commissioner shall not hold any elective office under the town government while a member of said commission, nor shall any such member be a candidate for any such elective office while a member of said commission. Further, no member of said commission shall engage financially in any aeronautical enterprise, other than minority ownership of stock of a certificated air carrier not operating on or from the Taos municipal airport, nor shall any member have any financial interest in any concession, right or privilege to conduct any business or render any services for compensation upon the premises of said municipal airport. (Prior code § 4-18)

2.12.040: REMOVAL:

Any airport commissioner appointed under the provisions of this chapter may be removed only by a three-fourths (3/4) vote of the duly elected and qualified members of the town council. (Prior code § 4-19)

2.12.050: RECOMMENDATIONS OF AIRPORT RULES AND REGULATIONS:

The airport commission may recommend to the town council such rules and regulations as it may deem necessary and expedient for the proper operation and management of the municipal airport and its related properties and facilities. The airport commission shall have the authority to recommend to the town council that the council alter, change or amend such airport rules and regulations. (Prior code § 4-20)

2.12.060: REPEALED IN ITS ENTIRETY:

2.12.070: REPEALED IN ITS ENTIRETY:

The airport commission shall elect annually from its members a chairman and vice chairman, and shall also appoint a secretary who may, but need not be a member of said commission. (Prior code § 4-22)

2.12.080: LEGAL COUNSEL:

The town attorney shall serve as ex officio legal counsel for the airport commission. (Prior code § 4-23)

This amended ordinance shall become effective as provided by law.

ORDAINED, AMENDED, ADOPTED, APPROVED, AND RATIFIED this 18th day of September 2007 by the following vote:

- Councilman Rudy Abeyta yes
- Councilman Darren Cordova yes
- Councilwoman Erlinda Gonzales yes
- Councilman Meliton Struck yes

Bobby E. Duran
BOBBY E. DURAN
MAYOR

ATTEST.
Renee Lucero
RENEE LUCERO
TOWN CLERK

APPROVED AS TO LEGAL FORM:
Renee Barela-Gutierrez
RENEE BARELA-GUTIERREZ
TOWN ATTORNEY



October 27, 2009

Title:

Youth Council Representative Appointment

Summary:

Consideration and approval of appointment of Feliz Vigil for Town of Taos Youth Council Representative.

Background:

Attachments:

Click to download

[Letter of Interest and Resume of Feliz Vigil](#)

APPROVALS:

Date/Time:	Approval:	Department:
10/16/2009 2:56 PM	Approved	Town Manager
10/16/2009 2:57 PM	Approved	Town Clerk

**Feliz Vigil
Box 5105
Taos, NM 87571**

September 30, 2009

**Ms. Tamara Romero
Office of the Mayor**

Dear Ms. Romero:

RE: Letter of Interest Youth Representative

I am very much interested in representing the youth of Taos County on the Town of Taos Council. As Ms. Taos Outstanding Teen 2009, my platform was “The Future of Youth” and I intend to fulfill my platform in any way possible. I see this representation as an excellent opportunity to speak out on the behalf of the youth of Taos County. I have enclosed my resume in hopes that I might be considered for this position.

Sincerely,

Feliz Vigil

Resume
Feliz Vigil
Box 5105
Taos, NM 87571
(575) 758-4137 (575) 613-5797

Objective:

I would very much like to represent the youth of Taos County through the political process of Town or County Government. Youth are the future of this community and I wish to help promote the youth of Taos in any way I can.

Extra Curricular Activities

Senior Senate (2009-2010)
Student Council (2006-2010)
HOSA Club (2009-2010)
St. Michaels Youth Group (2007-2010)
St. Michaels Core Group (2008-2010)
Calvary de Taos Youth Group (2008-2010)
Confirmation I and II Classes (2006-2008)
Junior Senate (2008-2009)
Student Body Secretary (2008-2009)
Piano Lessons (2004-2009)
Cross Country (2008-2009)
Speech and Debate (2008-2009)
Sophomore Senate (2007-2008)
Student Council Regional Conference (2008)
Freshman Senate (2006-2007)
National Honor Society (2005-2006)
Girl Scouts (1999-2002)
Girl Time (2003-2005)
Little League (1998 and 2001)
4-H (1999-2000)
Religious Education (1999-2005)

Community Service and Volunteer Work

Organizing retreats for St. Michaels Youth Group (2007-2010) (approx 300 hrs)
Teachers Assistant for Our Lady of Guadalupe Religious Education Classes (2006-2009)(approx 102 hrs)
Obama Campaign (2008) (approx 6 hrs)
Taos Youth and Family Center (2006-2007) (approx 28 hrs)
New Mexico Environment Department (2005-2006) (approx 20 hrs)
Taos Feeds Taos (2004)
Entertainment at Taos Living Center (2000)
Community Trash Clean Up (2007)

Awards and Honors

Academic Letter (2009)
Miss Taos Outstanding Teen (2009)
Top 10% of New Mexico's Junior Class (2009)
Athletic Letter (2008)
Cross Country State Qualifier (2007)
Two Time All American Scholar Recipients (2004-2005)
National Honor Society (2005-2006)
Regional Science Fair Qualifier-Physics (2006)
AP, Dual Credit, Honor Classes (2006-2010)
National Physical Fitness Award (2003)
Honor Roll all through school

Employment

8th Judicial District Attorney's Office-Summer 2009 (270 hrs)
Ken Swengel Construction-Summer 2008 (480 hrs)
Town of Taos Library-Summer 2008 (480 hrs)
Babysitting-Summer 2005-2006 (800 hrs)