



47 Bernalillo Coronado Camp Ground. The motion was seconded by Councilor Montoya and the  
48 motion carried unanimously.

49

50 **PERSONNEL: 6c) Planning and Zoning Administrator. Presenter: Yolanda Mora**  
51 Yolanda Mora stated that she is requesting the ratification of hiring Janet Cunningham-Stephens  
52 as the Planning and Zoning Administrator for the Town of Bernalillo Planning and Zoning  
53 Administrator.

54

55 Councilor Jaramillo moved to approve the hiring of Janet Cunningham-Stephens  
56 as the Planning and Zoning Administrator for the Town of Bernalillo Planning and Zoning  
57 Administrator. The motion was seconded by Councilor Montoya and the motion carried  
58 unanimously.

59

60 **NEW BUSINESS: 7a) Discussion, Consideration and Award of Lodges Tax July 1,**  
61 **2013 Funding Cycle. Presenter: Carla Salazar**

62

63 RE: Lodgers Tax Funding Recommendations for July 2013 Cycle. **\$65,000.00 advertised as**  
64 **available.**

65 A Request for Proposals was issued on June 25, 2013. Proposals were accepted until 3:00pm,  
66 Friday, July 15, 2013. The RFP is attached.

67 In accordance with New Mexico State Statute and Town Ordinance, I make the following  
68 recommendations for the expenditure of Lodgers Tax funds for the purpose of promoting tourism  
69 activities and improving tourist facilities in Bernalillo:

70

71 **Town of Bernalillo Fiesta Council \$5,000.00** for the promotion of and sanitation services, and  
72 security lighting for activities at Town Hall August 9-11.

73

74 **Sandoval County Sheriff's Posse \$14,000.00** for the advertising and promotion of the Annual  
75 Sandoval County Sheriff's Posse Rodeo and Parade.

76

77 **New Mexico Wine Festival at Bernalillo \$19,000.00** for the service of and sanitation services  
78 related to the Rail Runner commuter train service.

79

80 **Friends of Coronado \$3,600.00 (Requested \$7,200.00 for an entire year)** for the promotion of  
81 specials events and lectures to be held at Coronado State Monument in Bernalillo August 1,  
82 2013-. Friends of Coronado are a non-profit organization that receives no funding through State  
83 Monuments. **The recommendation is for funding through December, 2013. An additional**  
84 **request may be made in December.**

85

86 **Sandoval County Historical Society \$7,750.00(Requested \$15,442.00 for an entire year)** for  
87 the promotion of the public activities, the "Ed Delavy House", a facility of the Historical Society,  
88 and the historical collections housed in the facility. **The recommendation is for funding**

89 **through December, 2013. An additional request may be made in December.**  
90 **Coronado Historic Site (formerly Coronado Monument) \$1,950.00** for security for their two  
91 most well attended special events; Fiestas of Cultures in September and Christmas at *Kuaua* in  
92 December and for the installation on an interpretive sign.

93  
94 **Town of Bernalillo Police Department \$8,900.00** for a special events All Terrain Vehicle.  
95

96 **Total Recommended Award This Funding Cycle: \$60,200.00**

97 Upon award, and prior to payment to all vendors, all recipients of funds will be required to  
98 provide proof (tear sheets, ad copy, etc.) of acknowledgement in each advertisement of “Funded  
99 by the Town of Bernalillo.” Additionally, each recipient will be required to report attendance at  
100 event, or location directly linked to advertisement.

101  
102 Mayor Torres entertained a motion.

103  
104 Councilor Prairie made a motion to award the Lodgers Tax July 1, 2013 Funding Cycle to all the  
105 applicants that applied for funding. The motion was seconded by Councilor Sisneros and the  
106 motion carried unanimously.

107  
108 **NEW BUSINESS: 7b) Discussion, Consideration and Action and Approval of**  
109 **Professional Service Agreement by and between the Town of Bernalillo and Sandoval**  
110 **County Fire Department to Provide Ambulance Transport Services. Presenter: Mike**  
111 **Carroll**

112 **PROFESSIONAL SERVICE AGREEMENT**  
113 **BY AND BETWEEN**  
114 **THE TOWN OF BERNALILLO AND**  
115 **SANDOVAL COUNTY FIRE DEPARTMENT**  
116 **TO PROVIDE AMBULANCE TRANSPORT SERVICES**

117  
118  
119 THIS PROFESSIONAL SERVICE AGREEMENT (hereinafter referred to as the  
120 “Agreement”) is made and entered into this 22nd day of July, 2013 by and between the **Town of**  
121 **Bernalillo** (hereinafter referred to as the “Town”), and **Sandoval County Fire Department**  
122 (hereinafter referred to as the “Contractor”).

123  
124 **IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

125  
126 **1. SCOPE OF WORK**

127  
128 The Contractor shall render the following professional services:

129  
130 **A. Provide ambulance transport services to injured or sick persons located**

131 **within the Town, inside the corporate limits of the Town. All services provided by the**  
132 **Contractor pursuant to this contract shall comply with the requirements of New Mexico**  
133 **Public Regulatory Commission New Mexico Motor Transportation Rules.**

134  
135 **B. The Contractor shall attach a current photocopy to this agreement of the**  
136 **Contractor's certificate to operate an ambulance service from the Public Regulatory**  
137 **Commission.**

138  
139 **C. A current list of personnel that are employed by the Contractor, as**  
140 **Emergency Medical Technicians licensed by the State of New Mexico shall be provided to**  
141 **the Town.**

142  
143 D. The Contractor shall provide data for evaluation, which shall include number of calls,  
144 number of transports, fee schedules, current tariff rates, administrative costs, operating costs,  
145 reimbursements and collections.

146  
147 E. The contractor shall provide itemized invoices, and also provide its financial statements  
148 within sixty (60) days of the effective date of this agreement.

149  
150 **2. ADDITIONAL SERVICES**

151  
152 Provide Automatic Aid fire response on fire calls to the incorporated limits of the Town of  
153 Bernalillo.

154  
155 **3. COMPENSATION AND INVOICING**

156  
157 The Town shall pay to the Contractor services rendered the sum of \$100,000, including  
158 gross receipts tax, if applicable to be paid in four (4) equal payments of \$25,000.00 with due  
159 dates as follows: July 1, 2013; October 1, 2013; January 1, 2014; and April 1, 2014. Payments  
160 shall be made after receipt of an invoice by the Contractor, and upon the Town's receipt of the  
161 information listed in Section 1.

162  
163 **4. EFFECTIVE DATE AND TERM**

164  
165 This Agreement shall become effective on the date of last signatory and shall terminate on  
166 June 30, 2014 unless terminated pursuant to Paragraph 5, TERMINATION, of this Agreement.  
167 However, this agreement may be renewed for an additional one (1) year term upon the execution of a  
168 separate written agreement executed by all parties to this agreement pursuant to paragraph 15.

169  
170 **5. TERMINATION**

171  
172 This Agreement may be terminated by either of the parties hereto upon written notice  
173 delivered to the other party at least thirty (90) days prior to the intended date of termination. By such  
174 termination, neither party may nullify obligations already incurred for performance or failure to  
175 perform prior to the date of termination.

176  
177 **6. INDEPENDENT CONTRACTOR**

178  
179 The Contractor, its agents and employees are independent contractors performing  
180 professional services for the Town, and are not employees or agents of the Town. Notwithstanding  
181 that the Contractor enters into and performs under this Agreement, the Contractor and its agents and  
182 employees shall not accrue leave, participate in retirement plans, insurance plans, or liability  
183 bonding, or participate in any other benefits afforded to employees of the Town.

184  
185 **7. PERSONNEL**

186  
187 A. The Contractor represents that it has, or will secure at its own expense, all  
188 personnel required in performing all of the services required under this Agreement. Such  
189 personnel shall not be employees of or have any contractual relationships with the Town.

190  
191 B. All services required hereunder will be performed by the Contractor or under its  
192 supervision and all personnel engaged in the work shall be fully qualified and shall be authorized  
193 or permitted under state and local law to perform such services.

194  
195 **8. ASSIGNMENT**

196  
197 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims  
198 for money due or to become due under this Agreement without the prior written approval of the  
199 Town.

200  
201 **9. SUBCONTRACTING**

202  
203 The Contractor shall not subcontract any portion of the services to be performed under this  
204 Agreement without the prior written approval of the Town.

205  
206 **10. RECORDS AND INSPECTIONS**

207  
208 The Contractor shall maintain detailed books, documents, accounting records and other  
209 evidence pertaining to services and costs incurred on providing all services identified in Paragraph 1,  
210 SCOPE OF WORK of this Agreement. Contractor shall make such materials available at their  
211 respective offices for inspection by the Town at all reasonable times during the Agreement period

212 and for three (3) years from the date of final payment under this Agreement.

213

214 **11. INSURANCE**

215

216 The Town is insured by the New Mexico Municipal League and the Contractor is insured by

217 the New Mexico Association of Counties. Each entity is subject to the provisions of the New

218 Mexico Tort Claims Act, as it may be amended from time to time. Neither entity shall require proof

219 of further insurance from the other.

220

221 **12. PERMITS AND LICENSES**

222

223 The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give  
224 all notices necessary and incidental to the due and lawful prosecution of the work.

225

226 **13. RELEASE**

227

228 The Contractor, upon final payment of the amount due under this Agreement, releases the  
229 Town, its officers, agents and employees from all liabilities, claims and obligations whatsoever  
230 arising from or under this Agreement. The Contractor agrees not to purport to bind the Town to any  
231 obligation not agreed to herein unless the Contractor has express written authority from the Town to  
232 do so, and then only within the strict limitations of that authority.

233

234 **15. AMENDMENT**

235

236 This Agreement shall not be altered, changed or amended except by instrument in writing  
237 executed by the parties hereto.

238

239 **16. CONFIDENTIALITY**

240

241 Any confidential information provided to or developed by the Contractor in the performance  
242 of this Agreement shall be kept confidential and shall not be made available to any individual or  
243 organization by the Contractor without prior written approval of the Town, subject to the restrictions  
244 and requirements of the New Mexico Inspection of Public Records Act.

245

246 **17. PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

247

248 No material produced in whole or in part under this Agreement shall be subject to copyright

249 in the United States or in any other country. The Town shall have unrestricted authority to publish,  
250 disclose, distribute and otherwise use, in whole or in part, any reports, data or other material prepared  
251 under this Agreement.

252

253 **18. CONFLICT OF INTEREST**

254

255 The Contractor warrants that he presently has no interest and shall not acquire any interest,  
256 direct or indirect, which would conflict in any manner or degree with the performance of services  
257 required under this Agreement.

258

259 **20. INTEGRATION**

260

261 This Agreement incorporates all the agreements, covenants, and understandings between the  
262 parties hereto concerning the subject matter hereof, and all such agreements, covenants and  
263 understandings have been merged into this written Agreement. No prior agreement, covenant or  
264 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless  
265 embodied in this Agreement.

266

267 **21. SEVERABILITY**

268

269 If any term or condition of this Agreement shall be held invalid or non-enforceable, the  
270 remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest  
271 extent of the law.

272

273 **22. APPLICABLE LAW**

274

275 In providing the SCOPE OF WORK outlined herein, the Contractor shall comply with all  
276 applicable Federal, State of New Mexico and local government laws and ordinances. This  
277 Agreement shall be construed to be in accordance with the laws of the State of New Mexico.

278

279 Mayor Torres entertained a motion.

280

281 Councilor Sisneros made a motion to approve the Professional Service Agreement by and  
282 Between the Town of Bernalillo and Sandoval County Fire Department to Provide Ambulance  
283 Transport Services. The motion was seconded by Councilor Montoya and the motion carried  
284 unanimously.

285

286 **NEW BUSINESS: 7c) Discussion, Consideration and Action on Adoption of Town**  
287 **of Bernalillo Procurement Policy. Presenter: Juan Torres**

288 INTRODUCTION/POLICY

289 The application of the principles of integrity, transparency, accountability, fairness and efficiency  
290 to all decision making on public investments and purchases will minimize corruption and

291 maximize the economic, financial, social, environmental and political benefits of public  
292 procurement. As public buyers expending public funds, the Town of Bernalillo fully supports  
293 these principles.

294 The Town of Bernalillo welcomes the opportunity to do business with interested vendors willing  
295 to supply quality goods and services at competitive prices, meet deadlines, and become an  
296 integral partner dedicated to serving the citizens of the Town of Bernalillo. Whenever possible, it  
297 is the preference of the Town of Bernalillo to procure goods and services locally. The overall  
298 procurement objective of the Town of Bernalillo is to obtain quality goods and services at the  
299 lowest cost from qualified, responsive, and responsible vendors while ensuring that all purchases  
300 are made in accordance with local, state and federal laws, regulations and ordinances; are open,  
301 fair, and competitive; and are obtained at the best value maximizing the use of public funds.  
302 This Purchasing Policy was prepared with the sincere hope that it will be helpful to all vendors  
303 engaged in selling supplies, materials, equipment and/or services and who would like to do  
304 business with the Town of Bernalillo. This Policy is also intended to serve as a guide for Town  
305 Officials and employees who participate in the procurement process on behalf of the Town of  
306 Bernalillo.

#### 307 LEGAL FRAMEWORK

308 The Town of Bernalillo adheres to the State of New Mexico Procurement Code (NMSA 1978  
309 Sections 13-1-28 through 13-1-199) which strictly governs the purchasing policies of  
310 governmental agencies. Any conflict between the Procurement code and this policy shall be  
311 resolved in favor of the Procurement Code. Purchases involving the expenditure of federal funds  
312 must be conducted in accordance with the mandatory applicable federal laws and regulations.  
313 Such laws and regulations will supersede the NM State Procurement Code where the  
314 Procurement code is inconsistent with the federal laws and regulations. To the extent any other  
315 law contains requirements concerning procurement applicable to The Town of Bernalillo, this  
316 policy shall be interpreted consistently with those requirements, and if it cannot be interpreted  
317 consistently with those requirements, the requirements of law will prevail.

318 For any procurement funded in part or in fully by grants from the State of New Mexico, the  
319 Federal Government or other funding sources, the solicitation documents and contracts must  
320 conform to the terms and requirements of the grant agreement.

321 No political or other invidious prejudicial considerations governs the award of Town of  
322 Bernalillo contracts or orders: rather every purchase is made in the Town's best interest  
323 efficiently obtaining high quality goods, construction and services in a timely manner while  
324 providing qualified vendors a fair opportunity to compete. Consistent with the Procurement  
325 Code, it is the objective of the Town of Bernalillo to procure the necessary supplies, equipment  
326 and services at the lowest cost consistent with the quality and timeliness needed to meet  
327 departmental requirements and the principle that the taxpayer receives the maximum value for  
328 each dollar expended.

#### 329 PURCHASING POLICY

#### 330 PROCUREMENT METHODS

331 All formal and informal solicitations for goods, services or construction shall include a uniform,  
332 detailed scope of work or set of specifications including a time line if applicable, detailing the

333 requirements of the procurement. For all Town procurement, a purchase order must be generated  
334 and (when applicable) issued to the vendor in which the construction, tangible goods or services  
335 are being provided.

336 A. INFORMAL PROCEDURE

337 The Town follows an Informal Procurement Procedure as permitted by the Procurement Code in  
338 the five situations listed below.

339 (1) Small Purchases

340 Small purchases, used when the Town is procuring construction, tangible goods, or services  
341 valued at less than \$20,000 or professional services (other than landscape architects and  
342 surveyors) valued at less than \$60,000. For landscape architects and surveyor services, the small  
343 purchase informal procedure is used for services valued at less than \$10,000. Except for  
344 extremely small purchases (\$1,000 or less, see below), for all small purchases, every effort shall  
345 be made to obtain three (3) quotations for the procurement of construction, tangible goods or  
346 services sought. Each solicitation should describe the scope of work in sufficient detail and any  
347 applicable timeline or deadline. It is strongly recommended that the three quotations be obtained  
348 from local small businesses when possible. If fewer than three responsible quotes are obtainable  
349 in this manner, the purchase may be made at the best obtainable price (and/or in the best interests  
350 of the Town) and a memo shall be written to the Town Finance Director describing the steps  
351 taken to obtain the quotes and determine the qualifications of the vendors and price. Such memo  
352 shall be retained as part of the procurement file. Award may be made only to the responsible  
353 offer or submitting the lowest responsive offer, except that for professional services, factors such  
354 as experience, references, and qualifications may carry weight equal to or greater than price.

355 a.) \$0.00 to \$1,000 Extremely Small Purchases

356 Services, construction, or items of tangible personal property having a value not exceeding  
357 \$1,000 may be procured by issuing a purchase order to a vendor based upon the best obtainable  
358 price (and/or in the best interests of the Town). The Town employee making the purchase should  
359 have sufficient knowledge or make reasonable efforts to assure that the goods are being  
360 purchased at the lowest reasonably available price.

361 b.) \$1,000.01 - \$3,000

362 Three (3) Oral or written quotes for the purchase of construction, goods or services. All quotes  
363 should be based on the description of the scope of work provided by the Town and must be  
364 written down and placed in the internal notes section on the requisition process.

365

366 c.) \$3,000.01 - \$10,000

367 A minimum of three (3) written quotes on company letterhead based on the description of the  
368 scope of work provided by the Town. The written quotations must be attached to the purchase  
369 order and invoice for inclusion in the voucher.

370 d.) \$10,000.01 - \$19,999.99

371 Construction, tangible goods or services other than professional services, require competitive  
372 written bids or proposals responsive to an informal, written Invitation for Bid (IFB) or Request  
373 for Proposals (RFP). Sealed bids/proposals for construction, tangible goods or services must be  
374 coordinated through the Finance Department.

375 e.) Professional Services up to \$60,000 (or Landscape Architect or Surveyor Services up to  
376 \$10,000)

377 The Town shall obtain reasonable number of responses for the procurement of professional  
378 services based on the same scope of work and taking into consideration such factors as the  
379 respondents' qualifications, experience, references, and price. If fewer than three qualified  
380 responses are obtainable using the procurement set forth above, the procurement may be made  
381 and a memo shall be written to the Town Finance Director describing the steps taken to obtain  
382 the responses. Such memo shall be retained as part of the procurement file.

383 (2) Sole Source Purchases

384 Sole Source Purchases require a determination issued by the Finance Director that there is only  
385 one source for the required goods, construction, or services. Before any determination will be  
386 issued, the department requesting the determination must submit a justification form to the  
387 Finance Department for review. Sole source purchases are not encouraged by the Finance  
388 Department because pricing and terms and conditions are difficult or impossible to negotiate. No  
389 open market exists to validate that pricing and conditions are reasonable. (NMSA 13-1-126)

390 (3) Emergency Procurements

391 Emergency Procurements require a determination issued by the Town Finance Director. An  
392 emergency situation exists when the public health, welfare, safety or property is threatened as  
393 may arise from floods, fires, epidemics, riots, acts of terrorism, equipment failure and similar  
394 events, requiring procurement under emergency conditions; providing that emergency  
395 procurements shall be made with such competition as is practicable under the circumstances.  
396 Purchase or lease of heavy road equipment is not included. (NMSA 13-1-127-A-B-C)

397 (4) Existing Contracts

398 Existing Contracts regardless of the type of goods and/or services being sought, the Town may  
399 make purchases using contracts issued by the State of New Mexico state purchasing agent, other  
400 local public bodies or the federal General Services Administration (GSA) in the procurement  
401 process. (NMSA 13-1-129) All purchase orders must include the contract number for the  
402 procurement. Whenever possible, every effort must be attempted to receive competitive bids.

403 (5) Cooperative Procurement

404 The Town may either participate in, sponsor or administer a cooperative procurement agreement  
405 for the procurement of any services, construction or items of tangible personal property with any  
406 other state agency, local public body or external procurement unit in accordance with an  
407 agreement entered into and approved by the governing authority as per NMSA 13-1-135.

408 B. FORMAL PROCEDURE

409 1. Invitation for Bids (IFB) – The formal bid procedure is followed when the services,  
410 construction or items of tangible personal property to be purchased are valued at twenty thousand  
411 dollars (\$20,000) or more. This method requires a formal advertisement, sealed bid, public  
412 opening and in many cases proof of insurance, licensing, contractor registration, bid bonds,  
413 payment and performance bonding. All requirements and specifications for bids must be set  
414 forth in the IFB and/or accompanying bid documents. The Town is statutorily required to select  
415 the lowest responsive bid (that is the lowest bid meeting all requirements and specifications)  
416 submitted by a responsible bidder. (NMSA 13-1-108)

417 2. Requests for Proposals (RFP) – The formal proposal procedure is followed when the Town is  
418 soliciting professional services with a value exceeding sixty thousand dollars (\$60,000)  
419 excluding applicable state and local gross receipts taxes except for the services of landscape  
420 architects or surveyors which require the formal proposal process when the professional services  
421 being procured have a value exceeding ten thousand dollars (\$10,000) excluding applicable state  
422 and local gross receipt taxes. These methods require formal advertisement, a sealed proposal and  
423 in many cases, proof of insurance and bonding. All evaluation factors to be used in selecting a  
424 proposal must be stated in the RFP. The Town will select the responsible respondent whose  
425 proposal is most advantageous to the Town, using the evaluation factors stated in the RFP.  
426 (NMSA13-1-117) For the formal procurement of the services of architects, engineers, landscape  
427 architects or surveyors (“qualifications based proposals”), price cannot be a factor in the selection  
428 but may be negotiated after the selection. (NMSA 13-1-112.C, 13-120.)

429 Obtaining information for Formal Bids and Proposals

430 Specific information pertaining to our invitations for bids (IFB), requests for proposals (RFP)  
431 and awards is available publicly and upon request. The Town works diligently to ensure vendors  
432 have equal access to this information. This information is available on the Town website and at  
433 Town Hall. The Town accomplishes this by:

434 (1) Availability on Town Website and at Town Hall

435 The information is posted on our website <http://www.townofbernalillo.org/bids.htm>. Vendors  
436 may download Invitation for bids (IFB) and request for proposals (RFP) directly from this  
437 website. The IFB and RFP information can be obtained at the front desk of Town Hall. Some bid  
438 packets may require payment of a deposit related to the actual, direct cost of furnishing copies. If  
439 bidding documents require shipping, the respondent must prepay the cost of shipping with  
440 certified funds or provide a Fed-X or UPS account number. Costs associated with shipping are  
441 not refundable. The deposit shall be refunded if the documents for bids are returned in a usable  
442 condition within the time limits specified in the documents for bid. (NMSA 1978 13-1-104 D)

443 To download IFB and RFP, go to our website and select the bid or proposal that interests  
444 you and download it. These documents are in PDF format and require a PDF reader such  
445 as Acrobat Reader, which you may download for free at <http://get.adobe.com/reader/>.

446 At times, only portions of a proposal/bid may be posted on our website due to technical or  
447 document size constraints, in which case, a copy may be obtained at Town Hall.

448 (2) Legal Advertising

449 The Town advertises formal IFB’s valued at greater than \$20,000 for construction, tangible  
450 goods and services, and RFP’s expected to cost more than \$60,000 for professional services and  
451 services of landscape architects or surveyors exceeding \$10,000 at least ten calendar days before  
452 the date set for opening of the bids or proposals in the legal section of a newspaper of general  
453 circulation in the area in which the Town of Bernalillo is located, or may use any other legally  
454 sufficient notice procedure.

455 (3) You may obtain copies of open IFB’s and RFP’s by visiting our offices during normal  
456 business hours.

457 If you wish to be notified of a particular solicitation please send your information to the Finance  
458 Department and you will be contacted when the IFB or RFP solicitation is advertised.

459 Importance of Submitting Timely and Complete Bids and Proposals

460 All bids and proposals submitted pursuant to formal IFB or RFP must be in sealed containers and  
461 received by the Town no later than the deadline time and date specified in the IFB or RFP (or an  
462 amendment to either). To be considered responsive, a bid or proposal must meet all material  
463 requirements and specifications set forth in the IFB or RFP. Failure to submit a timely and  
464 complete bid or proposal will result in rejection of the bid or proposal. The Town may waive  
465 technical irregularities in the form of a bid or proposal that do not alter the price, quality or  
466 quantity of the services, construction or items of personal property bid or offered. (NMSA 13-1-  
467 132)

468 RECEIPT AND OPENING OF BIDS AND PROPOSALS – BIDDERS’ RESPONSIBILITY  
469 (FORMAL PROCEDURES)

470 It is the bidders’ responsibility to ensure timely delivery and that any bids submitted are sealed  
471 and identifiable prior to delivery to the Town. Either an envelope or a box may be used.

472 If a bid is hand-delivered, it is the bidder’s sole responsibility to ensure that a bid is time stamped  
473 and physically deposited with the Town prior to the date and time specified on the cover page of  
474 the IFB or RFP.

475 The official “Bid Due Time” for all bids and proposals is Mountain Standard Time or Mountain  
476 Daylight time, as applicable.

477 Bids received via U.S. Mail or other express mail services will be time stamped by the Town as  
478 they are received.

479 The sealed envelope or container must bear the official Bid or Proposal number, Title of Bid and  
480 the official Bid due time and date clearly marked on the cover of the Bid Document.

481 BID AND PROPOSAL OPENING

482 Bid opening times are listed on the cover page of the IFB. The bidders and the public are invited,  
483 but not required, to attend the formal bid opening. Prices are read aloud at the bid opening. No  
484 decision is made relative to an award of a contract or purchase order at the bid opening.

485 Proposals submitted in response to an RFP are not publicly opened and no pricing or other  
486 information will be revealed until after the evaluation has been completed and an award has been  
487 made.

488 Post Award

489 After analysis and award, all successful bids and tabulation sheets are kept by the Finance  
490 Department. After an award, the documents are available for inspection, subject to the Inspection  
491 of Public Records Act (see below). Bid tabs are available on the web page shortly after bid  
492 opening, or you may make an appointment with the Town Clerk to review bid results.

493 Bids or Proposals received at any time AFTER the date/time deadline set forth on the cover will  
494 NOT be considered and will be returned unopened.

495 PREVAILING WAGES (Public Works Projects)

496 Every contract or project in excess of sixty thousand dollars (\$60,000) that the Town of  
497 Bernalillo is a party to for construction, alteration, demolition or repair or any combination of  
498 these, including painting and decorating, of public buildings, public works, or public roads and  
499 that requires or involves the employment of mechanics, laborers or both shall contain a provision  
500 stating the minimum wages and fringe benefits to be paid to various classes of laborers and

501 mechanics, which shall be based upon the wages that will be determined by the director of the  
502 Labor Relations Division of the Department of Workforce Solutions to be prevailing for the  
503 corresponding classes of laborers and mechanics employed on contract work of similar nature in  
504 the state or locality, and every contract or project shall contain a stipulation that the contractor,  
505 subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers  
506 employed on the site of the project, unconditionally and not less often than once a week and  
507 without subsequent payment computed at wage rates not less than those stated in the minimum  
508 wage rates issued for the project. The specific wage and fringe benefits required to be paid to  
509 these categories of workers will be set forth in the IFB document. (NMSA 13-4-11)

510  
511 **FEDERALLY FUNDED CONSTRUCTION PROJECTS**

512 If a public construction project is funded or assisted by the federal government and the project or  
513 contract is over \$2,000, pursuant to the Davis-Bacon Act, federal prevailing wage and fringe  
514 benefits must be paid to mechanics and laborers. See [http://www.dol.gov/compliance/laws/comp-](http://www.dol.gov/compliance/laws/comp-dbra.htm)  
515 [dbra.htm](http://www.dol.gov/compliance/laws/comp-dbra.htm).

516 **REGISTRATION OF CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS**  
517 **PURSUANT TO PUBLIC WORKS MINIMUM WAGE ACT**

518 In order to submit a bid valued at more than sixty thousand dollars(\$60,000) in order to respond  
519 to a RFP or to be considered for award of any portion of a public works project greater than  
520 (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act  
521 (NMSA 13-4-10) a contractor, serving as a prime contractor or not, shall be registered with the  
522 Labor Relations Division of the New Mexico Department of Workforce Solutions pursuant to  
523 13-4-13.1. The registration number and copy of the official “Certificate of Public Works  
524 Registration” are required when submitting either a bid or proposal valued at over \$60,000 on a  
525 public works project. Failure of a bidder whose bid exceeds \$60,000 to obtain a Public Works  
526 Minimum Wage Act registration from the Labor Relations Division of the Department of  
527 Workforce Solutions will result in mandatory rejection of the bid. (NMSA 13-4-13.1A)

528 **AWARD POLICY – CRITERIA FOR AWARD**

529 With respect to an IFB, the award will be made to the lowest, responsive, responsible, qualified  
530 bidder that meets the specifications and other requirements of the solicitation. (See NMSA 13-1-  
531 108)

532 With respect to RFP, the award shall be made to the responsible respondent whose proposal is  
533 most advantageous to the Town taking into consideration the evaluation factors set forth in the  
534 request for proposals (See NMSA 13-1-117). Qualifications-based proposals, applicable to  
535 engineers, architects, surveyors and landscape architects must be based on respondents’  
536 qualifications to perform the required work and may not be based on price. (NMSA 13-1-120.B.)  
537 The Town will notify the successful bidder(s) in writing. It is the responsibility of the bidder to  
538 inquire about the award of INFORMAL bids or proposals.

539 **ENTERING INTO A WRITTEN CONTRACT**

540 Following award and before work commences or goods delivered, the Town and the Contractor  
541 must enter into a written contract signed by both parties. A purchase order must also be issued by  
542 the Town and accepted by the contractor. Contracts shall be based on the Town’s contract

543 templates except where special circumstances justify using a different form. All contracts must  
544 state that bribes, gratuities and kickbacks violate the criminal laws of New Mexico.  
545 All contracts shall specify, either in the body or an attachment the detailed scope of work and the  
546 basis on which payment is to be calculated (hourly rate, price per unit, price per job, etc.). All  
547 contracts shall also state that the performance of the Town's obligation is contingent upon  
548 sufficient appropriations, availability of funds and legal authority. In addition, all contracts shall  
549 contain other standard clauses including but not limited to requirement that records be  
550 maintained for a minimum of three years (or longer if required by funding agencies or law); a  
551 non-discrimination clause; and a statement that the contractor has no conflict of interest with  
552 respect to the contract or its performance. Before the town executes any contract, the contractor  
553 must provide a completed and signed campaign contribution disclosure form. (NMSA 13-1-  
554 191.1)

555 No services or construction or furnishing of goods is permitted before a written contract is signed  
556 by the town and the Contractor or after the contract terminates. Working without a contract may  
557 result in non-payment for such work.

558 **PURCHASE ORDERS (POS)**

559 POs are issued solely by the Finance Department. An official purchase order with an authorized  
560 signature and purchase order number is the only method for purchase of supplies, materials,  
561 equipment and/or services obligating the Town of Bernalillo. A PO number should always be  
562 obtained by the vendor prior to conducting business with the Town. Vendors are cautioned to not  
563 sell materials, equipment and/or services without an official purchase order or purchase order  
564 number. Failure to obtain a PO number prior to delivery of goods or services could result in non-  
565 payment. Vendors should also identify the department and request the identity and departmental  
566 phone number of the person(s) purchasing for the Town. Questionable purchases should be  
567 referred to the Town Finance Director immediately at 505-771-7138.

568 **W-9 Forms**

569 Prior to issuance of PO, vendors conducting business with the Town of Bernalillo must complete  
570 a W-9 Form (Request for Taxpayer Identification Number and Certification)

571 **Tax Exempt Certificates**

572 Any vendor requesting a tax-exempt certificate (Nontaxable Transaction Certificate) from the  
573 Town must provide your State of New Mexico Combined Reporting System (CRS) identification  
574 number to the Finance Department.

575 **CONTRACT MODIFICATIONS:**

576 Amendment – after a written contract is entered into, only a written instrument signed by all  
577 parties involved may modify it.

578 **CONSTRUCTION CONTRACTS**

579 Change Order – A form of contract amendment for construction contracts that usually adds or  
580 deletes tasks or quantities of work and/or addresses changes in work that were not foreseen.  
581 Change orders are limited to the amount of money needed to effectuate the changes required or  
582 requested by the Town.

583 A change order shall describe changes in the work, time and/or compensation, and may require as  
584 appropriate, attachments of revised contract documents describing the change(s) and a full

585 accounting of the adjustment to the contract sum and the contract time.  
586 Field Order – is a directive issued by the project manager to the contractor for immediate action  
587 to be taken, the field order shall include costs and quantities and be made a part of the change  
588 order.

589 COST OR PRICING DATA FOR CHANGE ORDERS OR CONTRACT MODIFICATIONS.  
590 (NMSA 13-1-140 through 144)

591 A. Any change order, or other amendment to a contract that has been previously  
592 approved by the Town Council, must be approved by both the Town Finance  
593 Director and Mayor provided the amount of the change order or contract  
594 amendment is not greater than \$25,000, and that sufficient monies are  
595 appropriated in the budget to accommodate the change order or amendment.

596 B. Any change order or amendment greater than \$25,000 will require the specific  
597 approval of the Town Council. If it is determined that an emergency or urgent  
598 situation exists that such delays will cause damage, increases in cost, or loss of  
599 construction time and it is in the best interest of the Town of Bernalillo, a  
600 determination may be issued by both The Town Finance Director and Mayor with  
601 detailed documentation which supports the determination and signed by the Town  
602 Finance Director, Mayor and the Project Manager/Department Head that the  
603 contract modification or change order over \$25,000 may be issued, subject to Town  
604 Council approval at the earliest date possible after the issuance.

605 C. For construction contracts, the contractor shall submit costs or pricing data prior  
606 to the execution of any change order or contract modification regardless of whether  
607 or not the pricing data was required in connection with the initial award of the  
608 contract if the change order or modification involves aggregate increases or  
609 decreases expected to exceed \$25,000.

610 D. Any change order or amendment which will exceed the amount in the  
611 appropriated budget will require the specific approval of the Town Council,  
612 regardless of the amount of the change order or amendment.

613 INSURANCE

614 The Town of Bernalillo may require vendors to obtain certain amounts and types of insurance  
615 coverage for goods, construction or services. Insurance coverage such as worker's compensation,  
616 auto liability, general liability, and in some cases, builders risk or professional liability may also  
617 be required prior to conducting business within the Town. For further information regarding  
618 insurance requirements, please contact the Finance Department.

619 PAYMENT PROCEDURE

620 After delivery of goods, construction or services ordered, the vendor must prepare and submit an  
621 invoice to the requesting department specified on the PO. The Town's payment terms are Net 30.

622 Any questions should be directed to the Town of Bernalillo, Finance Department, P.O. Box 638,  
623 Bernalillo, NM 87004.

624 No payment may be made on any purchase of goods, construction or services unless the goods,  
625 construction or services have been received and meet specifications and requirements. (NMSA  
626 13-1-158.A.) (prepayment is not permitted except for types of goods and services excluded from  
627 the Procurement Code pursuant to NMSA 13-1-98.)

628 When goods, construction or services are received by the Town and an invoice for them is also  
629 received, the Town will inspect the goods, construction or services in light of the relevant  
630 requirements and specifications. Within 30 days after receiving an invoice for goods,  
631 construction or services received, if the goods, services or construction are found acceptable and  
632 the invoice correct, the Town shall pay the invoice. If the goods, construction or services are  
633 found unacceptable the Town shall, within 30 days of receiving an invoice for them, issue a  
634 written notice of partial or complete rejection with letter of exception explaining what action the  
635 contractor must take to cure the deficiencies. The town shall pay the vendor within 30 days of  
636 receiving adequate, approved, properly invoiced goods, construction or service. The Town may  
637 extend payment beyond the 30 day period provided herein if unforeseen circumstances prevent  
638 timely payment, in which case, within 30 days after receiving an invoice for goods, construction  
639 or services received, the Town shall provide a written explanation to the contractor, stating also  
640 when payment can be expected. A provision to the effect of this paragraph shall be included in  
641 formal IFB and RFP and in contracts awarded pursuant to solicitations by the Town. (See NMSA  
642 13-1-158.)

643 For projects lasting more than a month, the contractor shall invoice the Town monthly or at such  
644 other intervals as the parties agree.

645 PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND ALL  
646 CORRESPONDENCE

647 TOWN'S RIGHT TO CANCEL A PROCUREMENT AND REJECT BIDS OR PROPOSALS

648 The Town has the right under the Procurement Code to cancel any invitation for bids (IFB) or  
649 request for proposals (RFP), or to reject any or all bids or proposals, when it is in the best interest  
650 of the Town to do so. In such event, the Town must issue a written determination stating the  
651 reasons for the cancellation or rejection and the written determination must become a part of the  
652 procurement file. (NMSA 13-1-131.) If, prior to execution of a valid contract, the Town  
653 determines that a solicitation or a proposed award is in violation of law, the solicitation or  
654 proposal shall be cancelled. (NMSA 13-1-181.)

655 PROTESTS

656 Any Bidder or Respondent who is aggrieved in connection with a solicitation or award of a  
657 contract may file a written protest with the Town Clerk, P.O. Box 638, Bernalillo, NM 87004  
658 outlining the reason and merit for protest. The protest shall be submitted in writing fifteen  
659 calendar days after knowledge of the facts or occurrences giving rise to the protest. (NMSA 13-1-  
660 172)

661 This is a formal process. The protestor must submit with the written protest any pertinent  
662 documentation and a description of relevant facts to support the claim. Once the protest is  
663 received an Acknowledgement of Receipt letter will be sent to the protestor. The Finance

664 Department will then collect data and conduct an investigation. As part of the investigation the  
665 Finance department may request additional information from the protestor or other sources. A  
666 protestor's failure to respond in a timely and adequate manner to the Finance Department's  
667 request for additional information may result in denial of the protest. Based on the investigation a  
668 determination will be made and sent to the protestor informing him or her of the reasons for the  
669 determination. The determination shall inform the protestor of the reasons for the determination  
670 and of the protestor's right to judicial review under NMSA 13-1-183. (NMSA 13-1-175)

671 **INSPECTION OF PUBLIC DOCUMENTS:**

672 Pursuant to the inspection of Public Records Act, NMSA 14-2-1, everyone has the right to  
673 inspect Town of Bernalillo public records including those records that reside with the Finance  
674 Department. Requests should be made in writing to the Town Clerk, P.O. Box 638, Bernalillo,  
675 NM 87004 using the Town's inspection of public records request form available on the Town's  
676 web site, <http://www.townofbernalillo.org/depts/recordsrequest.pdf> or by calling (505) 771-  
677 7128. Bids are not available for inspection until public bid opening. Proposals are not available  
678 for inspection until after contract award. (NMSA 13-1-116) Other restrictions on availability of  
679 documents may apply pursuant to the Inspection of Public Records Act. (NMSA 14-2-1)

680 **APPROVAL AND SIGNATURE AUTHORITY FOR CONTRACTS**

681 The Town of Bernalillo Governing Body must approve any procurement over \$60,000 in value  
682 exclusive of Gross Receipts Tax. (NMSA 13-1-100) The Mayor has authority to approve any  
683 procurement of \$60,000 or less. The Mayor has authority to sign any properly authorized  
684 contract. Any Town Official with written permission by the Mayor may sign any properly  
685 authorized contract. This written permission must be included with the procurement file and/or  
686 attached to the contract.

687

688 Mayor Torres entertained a motion.

689

690 Councilor Jaramillo made a motion to approve the adoption of the Town of Bernalillo  
691 Procurement Policy. The motion was seconded by Councilor Montoya and the motion carried  
692 unanimously.

693

694 **NEW BUSINESS: 7d) Discussion, Consideration and Action and Approval of**  
695 **Settlement Agreement between the Town of Bernalillo and Pueblo of Zia. Presenter: Juan**  
696 **Torres**

697

698

**SETTLEMENT STATEMENT**

699

700 The Settlement Agreement dated September 1, 2010 provided the following payment  
upon approval of the Office of State Engineer of the transfer application.

701

702 From page 2 of the Agreement:

703

704 4. Payment for Water Rights Transferred to Town. The Town Agrees to compensate the Pueblo  
705 for the value of such water rights that are approved for transfer by the Office of the State

706 Engineer at the following rate: (a) \$7,500 per acre-foot for the first fourteen (14) acre feet; and  
707 (b) \$15,000 per acre-foot for any quantity in excess of fourteen (14) acre-feet.

708  
709 On June 10, 2013, the Office of State Engineer Issued Permit NO. SD-04075 into RG-2478 et al.,  
710 transferring 11.35 afy from the Pueblo of Zia property into the Town of Bernalillo well field.

711  
712 Amount due at Closing: \$7,500 per afy for 11.35 afy= \$85,125

713  
714 The Settlement Agreement contained no other provisions for payment or cost sharing relating to  
715 this water right transfer and transaction.

716  
717 Fund to be transferred by check to the Pueblo of Zia.

718  
719 **SPECIAL WARRANTY DEED**  
720 **(WATER RIGHTS)**

721 The Pueblo of Zia, a federally recognized Indian tribe, whose address is 135  
722 Capitol Square Drive, Zia Pueblo, New Mexico 87503-6013, for consideration, the receipt and  
723 sufficiency of which is hereby acknowledged, grants to the Town of Bernalillo, the address of  
724 which is 829 Camino Del Pueblo, Bernalillo, New Mexico, 87004, the following described water  
725 right located in Sandoval County, New Mexico:

726 11.35 acre-feet per annum consumptive use appurtenant to 5.047 acres of land  
727 described as portions of Tract A2(2.556 acres), A3A (0.279 acres), and A1N  
728 (2.571 acres) of MRGCD Map 10, located in the Felipe Gutierrez Grant in  
729 Township 13 North, Range 4 East, NMPM in the Town of Bernalillo, Sandoval  
730 County, New Mexico, as described in New Mexico Office of the State Engineer  
731 Permit No. SD-04075 into RG-2478 et al.,

732 With special covenants.

733  
734 A brief discussion ensued Juan Torres stated that this transaction has been in the work since 2010  
735 by our water consultants Lee Wilson and Associates. Chris Perez, Town Attorney stated that  
736 once the Settlement Statement is approved and the funds are paid to Zia Pueblo, the Special  
737 Warranty Deed for the Water Rights will be recorded which legally transfers the water rights to  
738 the Town of Bernalillo.

739  
740 Mayor Torres entertained a motion.

741  
742 Councilor Jaramillo made a motion to approve the Settlement Agreement between the Town of  
743 Bernalillo and Pueblo of Zia. The motion was seconded by Councilor Montoya and the motion  
744 carried unanimously.

745  
746  
747 **NEW BUSINESS: 7e) Discussion, Consideration and Action on Approval of Naming**

748 **Fire Station 1 Donato Sanchez Fire Station. Presenter: Dale Prairie**

749 Councilor Dale Prairie stated that he would like to name Fire Station I after Donato Sanchez.  
750 Donato became a volunteer fire fighter in 1954 and became the fire chief in 1959. During that  
751 time, Donato held down a career with Plains Electric and served as a Fire Chief. Donato helped  
752 Bernalillo recognize the need for a modernized fire truck, create & support a building fund for a  
753 fire station, implementation of 2-way radios, zoning, acquired fee for service for volunteer fire  
754 fighters (\$1 drill & \$5 per fire), acquired modern fire suits & equipment, formed the rescue unit  
755 & obtained funds for their equipment, and increased awareness of the Fire department. In 1976,  
756 Donato retired as fire chief.

757  
758 Mayor Torres entertained a motion.

759  
760 Councilor Prairie made a motion to approve the Naming of Fire Station I Donato Sanchez Fire  
761 Station. The motion was seconded by Councilor Jaramillo and the motion carried unanimously.

762  
763 Dedication ceremony will be on July 27, 2013 @ 11:00 a.m. with a reception to follow.  
764

765 **NEW BUSINESS: 7f) Discussion on Co-Sponsor for Levee Project. Presenter:**  
766 **Mayor Torres**

767  
768 Mayor Torres referred to the letter below received from ESCAFCA. This is a project that we  
769 may want to be a top priority in our ICIP for the co-sponsorship of the levee project.

770  
771 Mayor Jack Torres  
772 Town of Bernalillo  
773 PO Box 638  
774 Bernalillo NM 87004

775  
776  
777 RE: Request to Co-Sponsor Levee Project

778  
779 Dear Chairman Lente and Mayor Torres:

780  
781 In 2008, revised FEMA maps put half of the Town of Bernalillo in the floodplain, on the premise  
782 that the existing spoilbank levee is inadequate and subject to failure from Rio Grande flooding.

783  
784 Since then, ESCAFCA has been working with the Army Corps of Engineers in an effort to  
785 determine if the existing spoilbank levee needs to be upgraded or rebuilt.

786  
787 To that end, ESCAFCA has, so far, taken the lead in cost-sharing with the Corps on two studies,  
788 currently underway:

- 789           •A geotechnical investigation of the composition and condition of the existing spoilbank  
790           levee, and  
791           •A Feasibility Study [comprehensive in nature] which could lead to a Section 205 project  
792           to rebuild the levee.  
793

794           The cost of these two studies is projected to be \$250,000 and \$900,000, respectively, of which  
795           ESCAFCA is contributing one half, or \$575,000.  
796

797           The Section 205 Feasibility study is expected to be complete by July 2014. If the project is  
798           deemed feasible, the Corps could proceed with a Section 205 construction project, which is  
799           estimated to cost \$10 million. Thirty-five percent [35%] of that cost [about \$3.5 million] must be  
800           paid by local interests. A cost-sharing agreement between the Corps and local sponsor[s] will  
801           need to be signed by September, 2014.  
802

803           In addition to the \$575,000 already committed, ESCAFCA will have available about \$500,000 to  
804           contribute to the \$3.5 million cost, leaving a need for an additional \$3 million to meet the local  
805           sponsor share.  
806

807           Accordingly, we are seeking co-sponsors for design, construction, and operation and  
808           maintenance, should the Corps project become a reality.  
809

810           We believe the MRGCD should take over as the primary sponsor because:

- 811           • It is consistent with the MRGCD mission of flood control  
812           • It owns or controls the land and existing spoilbank levee  
813           • It is consistent with its sponsorship of other levees along the Rio Grande  
814           • It has the staff and equipment to do the O & M  
815

816           We also believe that the Town of Bernalillo should be a co-sponsor because:

- 817           • It will be the primary beneficiary of the protection afforded by the levee.  
818           • It has some staff and equipment to assist in the O & M.  
819

820           We would like to be placed on your governing body agenda to brief you on the project. Please  
821           contact me at 553-2565, and/or [reyesalgodones@aol.com](mailto:reyesalgodones@aol.com) to let me know the time and place.  
822

823           If you are amenable to participating in this project, I believe the next step would be to develop an  
824           agreement.  
825

826  
827           **NEW BUSINESS: 7g) Discussion, Consideration and Action on Approval of**  
828           **Request for Waiver for the 26<sup>th</sup> Annual Wine Festival of Bernalillo. Presenter: Ida Fierro**  
829

830 The Department of Community Development formally requests a waiver of the 300 Foot Rule,  
831 pursuant to Chapter 223 of the Liquor Control Act Section, 60-6B-10, for the purpose of hosting  
832 the 26th Annual New Mexico Wine Festival to be held on the grounds of the Loretto Community  
833 Park on Labor Day weekend, August 31-September 2, 2013.

834  
835 The waiver request would allow the temporary service of wine within three hundred feet of Our  
836 Lady of Sorrows Catholic Church, First Assembly of God Church, and PB&J Therapeutic  
837 Preschool.

838  
839 Within the limits set forth in Section 60-6B(G), a license may be granted for proposed issuance  
840 if a waiver is obtained from the local option district governing body.

841  
842 Mayor Torres entertained a motion.

843  
844 Councilor Prairie made a motion to approve the Request for Waiver for the 26<sup>th</sup> Annual Wine  
845 Festival of Bernalillo. The motion was seconded by Councilor Sisneros and the motion carried  
846 unanimously.

847  
848

849 **FINANCIAL SECTION: 8a) Approval of Accounts Payable Voucher List.**

850 Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of  
851 \$314,743.25.

852  
853 Councilor Sisneros made a motion to approve the accounts payable voucher list in the amount of  
854 \$314,743.25. The motion was seconded by Councilor Jaramillo and the motion carried  
855 unanimously.

856

857 **MISCELLANEOUS SECTION: 9a) Public Comment. Presenter: Mayor Torres**

858 Mayor Torres welcomed the public to speak. There were none.

859

860 **MISCELLANEOUS SECTION:9b) Financial End of Month. Presenter: Juan Torres**

861 Juan Torres, Interim Treasurer gave an update on the end of month financial report. (Attachment)

862

863 **MISCELLANEOUS SECTION:9c) Announcements: Mayor Torres**

864

865 Mayor Torres recongnized Police Officer Monica Torres for the great work she did for Cops in  
866 the Park on July 19, 2013. The children loved the water slide and it was enjoyed by all. The  
867 event was a total success due to her efforts in obtaining donations from various businesses  
868 throughout the community.

869 Councilor Prairie wanted to thank Molzen and Corbin for the \$500 donation to Cops in the Park  
870 and any other business that has donated. The event will take place on July 19<sup>th</sup> for 10 a.m. to  
871 2:00 p.m.

872  
873 Juan Torres requested a Special Meeting to approve the Budget Adjustment and final budget  
874 approval for 2014. Governing Body agreed to meet on Monday, July 29, 2013 at 6:30.  
875  
876 Fiestas of San Lorenzo will be in front of Town hall begin at Noon on Friday the 9<sup>th</sup> and end on  
877 Sunday the 10<sup>th</sup> at 6:00 p.m.  
878  
879 Mayor Torres looking into setting up a task force to address graffiti will ask members of the  
880 Business Roundtable if they are interested in forming and being part of that task force.  
881  
882 There being no further business, Councilor Jaramillo moved to adjourn the meeting at 7:34 P.M.  
883 The motion was seconded by Councilor Sisneros and carried unanimously.  
884  
885 Done this 22nd day of July 2013.  
886  
887 ATTEST:  
888  
889 \_\_\_\_\_  
890 Ida Fierro, Town Clerk  
(seal)

\_\_\_\_\_

Jack S. Torres, Mayor