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**MINUTES OF A REGULAR MEETING
OF THE GOVERNING BODY OF THE TOWN OF BERNALILLO
HELD AT THE TOWN HALL
October 14, 2013**

10 The Governing Body of the Town of Bernalillo met in a regular session within the law and rules
11 of the Town on October 14, 2012, at 6:30 P.M.

12 Upon Roll call the following members were found to be present:

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17 **PRESENT:**

18 Mayor Torres
19 Councilor Montoya
20 Councilor Sisneros
21 Councilor Prairie
22 Councilor Jaramillo

23 **ALSO PRESENT:**

24 James Pike Steve Amiot
25 Julian Gonzales Margie Amiot

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28 **ABSENT:**

29 **Others Present Not Identified**

30 **APPROVAL OF AGENDA: 4a)**

31 Councilor Prairie moved to approve the agenda as presented. The motion was seconded by
32 Councilor Montoya and motion carried unanimously.

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35 **APPROVAL OF MINUTES: 5a)**

36 Councilor Jaramillo moved to approve the minutes as presented. The motion was seconded by
37 Councilor Montoya and motion carried unanimously.

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40 **PERSONNEL: 6a) Administrative Floater Position. Presenter Yolanda Mora**

41 Yolanda Mora stated that she is requesting the ratification the hiring of Rene Montoya as the
42 Administrative Floater. This position will be a full time position and not a 30 part time position.
43 The purpose of this position is to assist MVD at the beginning and the end of the month and
44 assist the Utility Department for coverage during vacation or if someone is out ill. This position
45 will also spend 20 hours in Planning and Zoning to assist with the administrative duties of that
46 office. The first six week she will be in training in MVD/Utility. All departments will need to
work together to make this position work. Communication will be the key.

47 Councilor Sisneros moved to approve the hiring of Rene Montoya Administrative Floater
48 Position for the Town of Bernalillo. The motion was seconded by Councilor Jaramillo and the
49 motion carried unanimously.

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57 **NEW BUSINESS: 7a) Discussion, Consideration, and Action on Approval A
Cooperative Agreement, Creating The Middle Rio Grande MS4 Technical Advisory
Group, In Support of Compliance Efforts For A Stormwater Discharge Permitting
Systems For the Middle Rio Grande Valley in Accordance With The Federal Clean
Water Act. Presenter: Maria Rinaldi**

47 **Middle Rio Grande Stormwater MS4 Technical Advisory Group**

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49 **MEMORANDUM OF AGREEMENT**

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51 **A COOPERATIVE AGREEMENT, CREATING THE MIDDLE RIO GRANDE**
52 **MS4 TECHNICAL ADVISORY GROUP, IN SUPPORT OF COMPLIANCE**
53 **EFFORTS FOR A STORMWATER DISCHARGE PERMITTING SYSTEM FOR**
54 **THE MIDDLE RIO GRANDE VALLEY IN ACCORDANCE WITH THE**
55 **FEDERAL CLEAN WATER ACT.**

56
57 **WHEREAS**, the United States Environmental Protection Agency (EPA), Region 6
58 regulates the discharge of stormwater from municipal separate storm sewer systems (MS4s) in
59 New Mexico through the issuance of an MS4 permit for the Middle Rio Grande valley urbanized
60 area under the authority of the National Pollutant Discharge Elimination System (NPDES)
61 regulations (40CFR122); and

62
63 **WHEREAS**, the Middle Rio Grande area is comprised of many diverse local, state,
64 federal and tribal entities, each with separate and distinct authority and responsibilities; and

65
66 **WHEREAS**, the Middle Rio Grande area entities potentially eligible for authorization
67 under the proposed NPDES General Permit No. NMR04A000 (hereinafter "MS4 Permit") and
68 therefore are eligible to enter into this Agreement (hereinafter "Agreement") in furtherance of the
69 requirements of the MS4 Permit are the City of Albuquerque, Albuquerque Metropolitan Arroyo
70 Flood Control Authority (AMAFCA), University of New Mexico, New Mexico Department of
71 Transportation District 3, Bernalillo County, Sandoval County, Village of Corrales, City of Rio
72 Rancho, Los Ranchos de Albuquerque, Kirtland Air Force Base, Town of Bernalillo, State
73 Fairgrounds/Expo New Mexico, the Southern Sandoval County Arroyo Flood Control Authority
74 (SSCAFCA), the Eastern Sandoval County Arroyo Flood Control Authority (ESCAFCA), Sandia
75 National Laboratories/Department of Energy, Pueblo of Sandia, Pueblo of Isleta, and Pueblo of
76 Santa Ana (collectively "Stormwater Management Entities"); and

77
78 **WHEREAS**, the proposed MS4 Permit encourages cooperative efforts among separate
79 local, state, federal and Tribal governments to reduce the amount of pollutants discharged with
80 stormwater from the Middle Rio Grande urbanized area MS4s; and

81
82 **WHEREAS**, continued cooperation among the Stormwater Management Entities in the
83 MS4 Permit offers an enhanced opportunity each entity to remain aware of the requirements in
84 the MS4 Permit and facilitating compliance with conditions of the permit;

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86 **NOW, THEREFORE, BE IT AGREED THAT:**
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88 1. The signatories to this Agreement (hereinafter collectively referred to as “Parties”
89 and individually referred to as “Party”) support and encourage a cooperative commitment to
90 assist one another with technical issues regarding compliance with the MS4 Permit and agree to
91 form the Middle Rio Grande MS4 Technical Advisory Group (MS4TAG).
92

93 2. The purpose of the MS4TAG will be to exchange technical information regarding
94 compliance with the MS4 Permit, exchange ideas among Parties regarding compliance efforts,
95 and exchange information regarding illicit discharges detected within each Party’s jurisdiction.
96 The MS4TAG shall have no binding financial authority and shall be strictly advisory in nature.
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98 3. Nothing in this Agreement shall be construed as obligating a Party to this
99 agreement to expend funds for any purpose, and no Party shall be required to contribute any
100 funds in order to participate in this Agreement. In the event the Parties determine that any
101 expenditure of funds becomes necessary in order to comply with the requirements of the MS4
102 Permit, a separate agreement shall be entered into between the affected Parties regarding any and
103 all such expenditures at that time.
104

105 4. The term of this Agreement shall run from the date the MS4 Permit is issued by
106 the EPA until the date the MS4 Permit is terminated or expires, whichever occurs first. This
107 Agreement may be terminated in its entirety at any time upon the mutual agreement of all of the
108 then-existing Parties to this Agreement. In the event any Party wishes to withdraw from this
109 Agreement without terminating the other Parties’ interests in this Agreement, withdrawal shall
110 become effective upon ninety (90) days prior written notice to the other Parties. Withdrawal
111 shall fully and completely terminate that Party’s interest in and obligations under this Agreement.
112 Following any Party’s withdrawal, this Agreement shall continue in full force and effect as to all
113 remaining Parties to the extent possible.
114

115 5. This Agreement does not address the “Public Education and Outreach: or
116 “Cooperative Sampling” sections of the MS4 Permit. Any MS4TAG efforts regarding either of
117 these sections of the MS4 Permit under this Agreement shall be strictly in furtherance of the
118 spirit of cooperation intended among the Parties. Each Party acknowledges its obligations under
119 the “Public Education and Outreach” and “Cooperative Sampling” sections of the MS4 Permit
120 are separate and apart from its activities under this Agreement, and a separate agreement will be
121 required for any collaboration among the Parties with respect to those permit requirements.
122

123 6. The Parties will appoint two (2) Co-Coordinators from among the Parties, one of
124 which must be from a Party located within the Bernalillo County geographical area and one of
125 which must be from a Party located within the Sandoval County geographical area. Appointment
126 of a Co-Coordinator shall be by majority vote of the voting Parties, with only those Parties
127 located in the county of Bernalillo voting on the Co-Coordinator from that area, and only those
128 Parties located in the county of Sandoval voting on the Co-Coordinator from that area. Co-
129 Coordinators must be appointed annually in each subsequent permit year, or earlier if the position

130 becomes vacant for any reason. For the New Mexico Department of Transportation District 3,
131 which operates stormwater management facilities in both counties, for the purposes of this
132 section, they shall select one county affiliation in year one of the agreement and alternate
133 affiliations is subsequent years of this Agreement. The Co-Coordiators will be expected to
134 coordinate the Parties' efforts under this Agreement, including facilitating meetings of the
135 MS4TAG at least monthly for the first year of the MS4 Permit. In years two through five of the
136 permit, the frequency of meetings may be reduced to quarterly with additional meetings called as
137 necessary to discuss issues regarding MS4 Permit compliance.

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139 7. Each Party shall be entitled to one (1) vote on any action items.

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141 8. This Agreement creates no obligations on behalf of any Party to any other Party to
142 this Agreement, including for any requirements imposed or determinations made by EPA. The
143 Parties acknowledge and agree that each shall at all times remain individually liable for full
144 compliance with the requirements of the MS4 Permit, including EPA's determination regarding
145 the implementation schedule.

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147 9. This Agreement may be modified in writing at any time upon the mutual
148 agreement of the Parties.

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150 10. Parties can be added at any time during the life of this Agreement. A potential
151 future Party's submittal of a signature page to the Co-Coordiators and approval by the Co-
152 Coordinators shall add the Party to the Agreement.

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154 Mayor Torres entertained a motion.

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156 Councilor Montoya made a motion to approve the Cooperative Agreement, Creating The Middle Rio
157 Grande MS4 Technical Advisory Group, In Support of Compliance Efforts for a Stormwater
158 Discharge Permitting Systems for the Middle Rio Grande Valley in Accordance With the Federal
159 Clean Water Act. The motion was seconded by Councilor Jaramillo and the motion carried
160 unanimously.

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

164 Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of
165 \$498,865.43.

166

167 Mayor Torres entertained a motion.

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169 Councilor Jaramillo made a motion to approve the accounts payable voucher list in the amount of
170 \$498,865.43. The motion was seconded by Councilor Sisneros and the motion carried
171 unanimously.

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MISCELLANEOUS SECTION:9a) Public Comment. Presenter: Mayor Torres
Mayor Torres welcomed the Public to speak. There were no members of the public that wished to speak.

MISCELLANEOUS SECTION:9b) Announcements. Presenter: Mayor Torres
Mayor Torres made the following announcements;
NMDOT has begun a study on 550 corridor from 313 up to Paseo Volcan. It is something we had asked for because we know all the improvements they make will only help us to the improved area. This is a preliminary study on the 550 corridor. They are starting to look at traffic counts and the right of ways. This is to put us in the hopper for funding once that becomes available. Once we received notice of the next public meeting we will let you know.

F N F, the construction company doing the work on 550 are behind schedule three weeks and will let you know once we get more information on the project.

State Police did the accident investigation on the fatal accident that occurred on 550. The report will be public information. Once we get that information we will share that with you.

A meeting took place two weeks ago with Kathy Bender NMDOT Railroad section and several of their engineers. They have gotten direction from Secretary Church to assist the town in planning a pedestrian crossing along the railroad. They brought three options; 1st overhead walkway \$2,000,000 project; 2nd underground walkway; and 3rd a roadway for cars and pedestrians that would be just north of the station with gates and a crossing. We are looking for a simple pedestrian crossing at the Downtown Station just north of the station. I met with NMDOT Secretary Church on our wish for a pedestrian crossing. Once we get more information we will inform you with the details.

Juan Torres, Town Treasurer stated that we are in the process of doing the 2013 Audit. The Auditors were out last week doing some field work. The fund balances cleaned up off our books will still be an audit exception. A meeting needs to be held with the State Auditor and the Local Government Local Finance Division to approve the process once that is done we will hire a consultant to assist us in correcting the fund balances so that we can clear up that audit exception. The Exit meeting for this Audit will be last November. We are scheduled to get this Audit in on time and meet the deadline.

We are starting to talk about the Legislative breakfast in November. The legislators have indicated they want to have the breakfast the beginning of November. This year we are proposing to have our own and not include the Bernalillo Public Schools or Sandoval County. The proposed date is November 12, 2013@ 8:00 a.m.

The Coronado Optimist club is having a food drive to provide food for needy Bernalillo

214 Residents. There is a box here at Town Hall for food donations.

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216 The Christmas Toy drive has also begun.

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218 Our Coat Drive has also begun if you know of any organizations that are looking for a project to
219 donate to please let them know. We helped over 400 children last year.

220

221 Today I received a call at 4:50 p.m. on the Ashley's property negation with Sandia Pueblo we
222 have gone back and forth. On the 27th of September we had a meeting with the Governor and Lt.
223 Governor of Sandia and they proposed \$25,000 for services of police and fire. Pending
224 approval by their council. The Pueblo's council denied the recommendation of \$25,000 and is
225 only willing to offer \$5,000 a year for services. If you back out our property taxes of \$1,300 that
226 would leave only \$3,600 which would be \$300 a month to provide services. One emergency call
227 to that business would take that \$300. My intent is to talk to Lynn Slade & George Perez,
228 Attorneys to send a letter to the Pueblo of Sandia informing them that they will have to provide
229 their own police and fire. We will provide water as we do other business outside of our
230 jurisdiction. I am extremely disappointed in the negotiations'.

231

232 There being no further business, Councilor Prairie moved to adjourn the meeting at 7:08
233 P.M. The motion was seconded by Councilor Sisneros and carried unanimously.

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235 Done this 14th day of October 2013.

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237 ATTEST:

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Ida Fierro, Town Clerk

241 (seal)

Jack Torres, Mayor