

1  
2  
3  
4  
5  
6  
7  
8  
9

**MINUTES OF A REGULAR MEETING  
OF THE GOVERNING BODY OF THE TOWN OF BERNALILLO  
HELD AT THE TOWN HALL  
November 10, 2014**

6 The Governing Body of the Town of Bernalillo met in a regular session within the law and rules  
7 of the Town on November 10, 2014, at 6:30 P.M.

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

10 **PRESENT:**

11 Mayor Torres  
12 Councilor Dominguez  
13 Councilor Prairie  
14 Councilor Sisneros  
15 Councilor Jaramillo

**ALSO PRESENT:**

Margie Amiot Steve Amiot  
Michael Crofoot

18 **ABSENT:**

**Others Present Not Identified**

21  
22 **APPROVAL OF AGENDA: 4a)**

23 Councilor Sisneros moved to approve the agenda as presented. The motion was seconded by  
24 Councilor Dominguez and motion carried unanimously.

25  
26 **APPROVAL OF MINUTES: 5a) Regular Meeting of October 27, 2014**

27 Mayor Torres stated that on line 450 "Yea should be Nea".

28  
29 Councilor Prairie moved to approve the minutes as amended. The motion was seconded by  
30 Councilor Jaramillo and the motion carried unanimously.

31  
32 **NEW BUSINESS:6a) Discussion, Consideration and Action on Approval of**  
33 **Memorandum of Understanding Between the County of Sandoval and the Town of**  
34 **Bernalillo. Presenter: Mayor Torres**

35  
36 **MEMORANDUM OF AGREEMENT**  
37 **BETWEEN**  
38 **THE COUNTY OF SANDOVAL**  
39 **AND**  
40 **TOWN OF BERNALILLO**

41  
42  
43 This Memorandum of Agreement is entered into this 27th day of October 2014, between the  
44 COUNTY OF SANDOVAL (hereinafter referred to as the "COUNTY") and TOWN OF  
45 BERNALILLO (hereinafter referred to as the "TOWN").

46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90

WHEREAS, the TOWN provides a fitness center for residents and an after-school program for children; and

WHEREAS, the TOWN in need of funding to purchase recreation equipment and games; and

WHEREAS, the COUNTY wishes to provide funding to the TOWN for equipment and games to benefit the residents of Sandoval County.

IT IS, THEREFORE, AGREED THAT:

1. TOWN OBLIGATIONS:

The TOWN will use the funding provided herein to procure the following: kettle bells, volleyball nets, and children activity games.

2. COUNTY OBLIGATIONS:

A. Representative. The COUNTY hereby designates the Executive Assistant as the representative of the COUNTY, who serves as the liaison between the COUNTY and the TOWN. This representative shall be available to the TOWN at all reasonable times within the normal working hours of the COUNTY. Any questions which arise between the TOWN and the COUNTY, during the term of this Agreement, shall be directed to the COUNTY's designated representative.

B. Compensation. The COUNTY will pay the TOWN, on a cost reimbursement, a total amount of \$1,000. The TOWN will submit to the COUNTY an invoice and support documents (invoices/receipts and proof of payment - copy of canceled checks).

3. TERM:

The term of this Agreement shall become effective on November 3, 2014, and terminate on June 5, 2015.

4. TERMINATION:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

This provision is not exclusive and does not waive either party's legal rights or remedies caused by the default/breach of this Agreement. Immediately upon receipt by either the COUNTY or TOWN of notice of termination of this Agreement, the TOWN shall: (1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the COUNTY; and (2) comply with all directives

91 issued by the COUNTY in the notice of termination as to the performance of work under this  
92 Agreement.

93

94 5. ASSIGNMENT:

95

96 The TOWN shall not assign or transfer any interest in this Agreement or assign any claims  
97 for money due or to become due under this Agreement without the prior written approval of  
98 the COUNTY.

99

100 6. LIABILITY:

101

102 As among the parties, each party acknowledges that it will be responsible for claims or  
103 damages arising from personal injury or damage to persons or property to the extent they  
104 result from negligence of that party's employees. The liability of COUNTY and TOWN will  
105 be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act,  
106 Sections 41-4-1 *et seq.* NMSA 1978, as amended.

107

108 7. RECORDS AND AUDIT:

109

110 The TOWN shall maintain detailed records of all services identified in Section 1 – TOWN  
111 OBLIGATIONS. The COUNTY shall have the right to inspect all records and to audit  
112 billings both before and after payment; payment under this Agreement shall not foreclose the  
113 right of the COUNTY to recover excessive or illegal payments.

114

115 8. RELEASE:

116

117 The TOWN, upon final payment of the amount due under this Agreement, releases the  
118 COUNTY, its officers, agents and employees from all liabilities, claims and obligations  
119 whatsoever arising from or under this Agreement. The TOWN agrees not to purport to bind  
120 the COUNTY to any obligation not agreed to unless the TOWN has express written authority  
121 from the COUNTY to do so, and then only within the strict limitations of that authority.

122 9. AMENDMENT:

123

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

126

127 10. APPROPRIATION/USE OF FUNDS:

128

129 It is expressly understood that any obligation, monetary or otherwise, shall be subject to and  
130 contingent upon the availability and sufficiency of resources for appropriations and for

131 obligations. If sufficient funds are not appropriated or sufficient authority is not given to  
132 perform such obligations, this Agreement is subject to termination by either the TOWN or  
133 the COUNTY. The COUNTY's decision as to whether sufficient appropriations are  
134 available shall be final.

135  
136 11. PROCUREMENT REQUIREMENTS:

137  
138 The TOWN agrees to follow the State Procurement Code and applicable procurement  
139 regulations in the expenditures of any COUNTY funds received. The TOWN must retain a  
140 permanent file containing a record of all expenditures for a period of three years. The  
141 COUNTY auditor may audit those accounts as part of the yearly audit.

142  
143 12. SCOPE OF AGREEMENT:

144  
145 This Agreement incorporates all the agreements, covenants and understandings between the  
146 parties hereto concerning the subject matter hereof, and all such agreements, covenants and  
147 understandings have been merged into this written Agreement. No prior agreement,  
148 covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or  
149 enforceable unless embodied in this Agreement.

150  
151 13. APPLICABLE LAW:

152  
153 This Agreement shall be governed by the Ordinances of the County of Sandoval and the laws  
154 of the State of New Mexico.

155  
156 Mayor Torres entertained a motion.

157  
158 Councilor Jaramillo made a motion to approve the Memorandum of Agreement between the  
159 County of Sandoval and the Town of Bernalillo. The motion was seconded by Councilor  
160 Sisneros and the motion carried unanimously.

161  
162 **NEW BUSINESS:6b) Discussion, Consideration and Action on Approval of**  
163 **Memorandum of Understanding for Fiscal Agent Between the Town of Bernalillo and Mid-**  
164 **Region Council of Governments for the Administration of Legislative Appropriation 14-**  
165 **1689-STB Bernalillo Water Systems Improvement, \$195,000. Presenter: Maria Rinaldi**

166 **MEMORANDUM OF UNDERTANDING**  
167 **BETWEEN**  
168 **Town of Bernalillo (Grantee)**  
169 **And**  
170 **Mid-Region Council of Governments (Fiscal Agent)**

171  
172 The purpose of this Memorandum of Understanding (hereinafter "MOU") is to confirm that  
173 the Grantee, Town of Bernalillo (hereinafter "Grantee") is working in collaboration with Mid-  
174 Region Council of Governments, the designated Fiscal Agent (hereinafter "Fiscal Agent"), for  
175 the administration of a New Mexico legislative special appropriation to the New Mexico  
176 Environment Department (hereinafter "NMED"). The special appropriation grant agreement  
177 number is 14-1689-STB in the amount of \$195,000 and has been appropriated to plan, design  
178 and construct improvements to the water system, including rehabilitating wells, in Bernalillo  
179 in Sandoval County. (hereinafter "Project")

180  
181 It is mutually agreed that Town of Bernalillo will determine the specific work to be  
182 completed, will oversee construction, and will own and operate the improvements resulting  
183 from completion of the Project. By this MOU, it is understood between the parties that Mid-  
184 Region Council of Governments (Fiscal Agent) is authorized to act as the Fiscal Agent for the  
185 project, and will be responsible for administration, procurement, and payment related to the  
186 project. The governing board of Town of Bernalillo will adopt a resolution appointing  
187 signatory authority from Mid-Region Council of Governments (Fiscal Agent) and a signatory  
188 authority from Mid-Region Council of Governments (Fiscal Agent) and a signatory authority  
189 from Town of Bernalillo in accordance with terms of the NMED Grant Agreement. The  
190 resolution shall also designate a grantee representative from Town of Bernalillo that is  
191 knowledgeable about the day to day activities relating to the Project.

192  
193 The Fiscal Agent shall not be compensated from any grant funds for services rendered, or  
194 credited for services rendered, during the term of this MOU or during the duration of the  
195 Project.

196  
197 The MOU shall be in effect for the duration of the grant agreement and terminated if the  
198 Grantee designates a new Fiscal Agent, or when the grant expires or the project is complete  
199 and all appropriate close out documents are received, whichever comes first. The parties  
200 affirm their understanding and agreement by their signatures below. The parties may enter  
201 into a contractual agreement related to this project, but the terms of the agreement shall not  
202 conflict with the terms of this MOU or the Resolution.

203  
204 IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of  
205 execution by the Fiscal Agent.

206  
207 Mayor Torres entertained a motion.

208  
209 Councilor Jaramillo made a motion to approve the Memorandum of Understanding for Fiscal  
210 Agent between the Town of Bernalillo and Mid-Region Council of Governments for the  
211 Administration of Legislative Appropriation 14-1689-STB Bernalillo Water Systems  
212 Improvement, \$195,000. The motion was seconded by Councilor Dominguez and the motion  
213 carried unanimously.  
214  
215

216 **NEW BUSINESS:6c) Discussion, Consideration and Action on Approval of**  
217 **Memorandum of Understanding Between the Town of Bernalillo and the Mid-Region**  
218 **Council of Governments, dated February 28, 2014 for Fiscal Agent and Procurement**  
219 **Oversight Responsibilities Related to Legislative Appropriations 13-1755,**  
220 **Barrier/Fencing/Trail Crossing Project, and 13-1756, Coronado Little League . Presenter:**  
221 **Maria Rinaldi**  
222

223 **FIRST AMENDMENT**  
224 **MEMORANDUM OF UNDERSTANDING**  
225 **BETWEEN THE**  
226 **TOWN OF BERNALILLO**  
227 **AND THE**  
228 **MID REGION COUNCIL OF**  
229 **GOVERNMENTS**  
230  
231

232 The First Amendment (“First Amendment”) to the Memorandum of Understanding is made and  
233 entered into by and between the Mid Region Council of Governments (“MRCOG”) a regional  
234 planning organization of the State of New Mexico and the Town of Bernalillo (“Town”),  
235 collectively referred to as the “Parties”.  
236

237 1. Recitals.  
238

239 A. The Parties entered into a Memorandum of Understanding (“MOU”), dated  
240 February 28, 2014, for fiscal agent and procurement oversight responsibilities related to  
241 Projects #13-1755, the Barrier/Fencing/Trail Crossing Project, and #13-1756, the Coronado  
242 Little League Improvement Project.  
243

244 B. Pursuant to Section 5. AMENDMENT of the MOU, the Parties which to amend  
245 the MOU to revise the payment structure and to make references to a companion  
246 Intergovernmental Agreement entered into by the Town and the Rio Metro Regional Transit

247 District for the Barrier/Fencing/Trail Crossing Project.

248

249 2. Amendment.

250

251 A. **Section 1.A.4 Duties, MRCOG** of the MOU is replaced in its entirety as follows:

252

253 **Section 1.A.4 Duties, MRCOG:** All funds appropriated by the Legislature for the  
254 aforementioned purpose shall be received by the TOWN for the Department of Finance,  
255 Local Government Division, or respective agency.

256

257 B. A new Section is added to the MOU as follows:

258

259 **Section 1.B.5 Duties, TOWN:** The TOWN has entered into an intergovernmental  
260 Agreement with the Rio Metro Regional Transit District, dated August 13, 2014, for the  
261 Barrier/Fencing/Trail Crossing Project (13-1755 to provide funding for the planning, design,  
262 construction, and installation of improvements to the railroad right of way.

263

264 3. Effect of Amendment. Except as amended by this First Amendment, the terms  
265 and conditions of the Agreement remain unchanged and continue in full force and effect  
266 unless there is a conflict between the terms and conditions of this First Amendment and  
267 the Agreement, in which case, the terms and conditions of the First Amendment shall  
268 control.

269

270 4. Effective Date. The effective date of this First Amendment is the date this First  
271 Amendment is signed by the Executive Director of MRCOG or his designated  
272 representative.

273

274 **IN WITNESS WHEREOF, the Parties** have executed this First Amendment as of the  
275 last date indicated by the signatories herein.

276

277 Mayor Torres entertained a motion.

278

279 Councilor Dominguez made a motion to approve the First Amendment to Memorandum of  
280 Understanding for Fiscal Agent between the Town of Bernalillo and Mid-Region Council of  
281 Governments, dated February 28, 2014 for Fiscal Agent and Procurement Oversight  
282 Responsibilities Related to Legislative Appropriations 13-1755, Barrier/Fencing/Trail Crossing  
283 Project, and 13-1756, Coronado Little League. The motion was seconded by Councilor Jaramillo  
284 and the motion carried unanimously.

285

286 **FINANCIAL SECTION:7a) Approval of Accounts Payable Voucher List.**

287 Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of  
288 \$546,709.79.

289  
290 Councilor Jaramillo made a motion to approve the accounts payable voucher list in the amount of  
291 \$546,709.79. The motion was seconded by Councilor Sisneros and the motion carried  
292 unanimously.

293  
294  
295 **MISCELLANEOUS SECTION:8a) Public Comment. Presenter: Mayor Torres**

296 Mayor Torres welcomed the Public to speak.

297  
298 Michael Crofoot read the following thanks for this opportunity to address the Town Council. I  
299 am a botanist, arborist and landscaper from Placitas, now living in Bernalillo. This is a good  
300 town with great Open Space and the big Park and the town is thoroughly multicultural. I like it  
301 here.

302  
303 I see one big problem however-- the weeds and dead and dying trees we see in many parts of  
304 Bernalillo. When coming into town from I-25 on 550 on the north side of the road there is a line  
305 of tightly packed tumbleweeds and some kochia weeds all along the sidewalk going over the  
306 bridge. Many of these weeds have been sprayed and now the dead brown ugly plants still stand  
307 there along 550, testament to an unfinished weeding project.

308  
309 A central obstacle to removing these weeds now is that herbicide spray will not work and thus  
310 the tumbleweeds need to be hoed out. I have hoed out tumbleweeds many hours up in Placitas,  
311 and with a good and steady hand one can hoe out a bunch of tumbleweeds in a day. There is a  
312 short window of opportunity to remove these weeds by hoeing. I would be happy to do a quick  
313 training of some of your personnel in using a hoe on the weeds and a pitch fork to load them onto  
314 a truck for removal. Or, if the Town can supply a pickup truck and driver/helper, I would do all  
315 that hoeing and pitch forking to clean up the weeds on either side of the bridge in one day or so.  
316 But we are running out of time...

317  
318 However it is the dead and dying trees of Bernalillo that most concern me. When folks are  
319 coming into town on 550 from the east, straight ahead we can see a small grove of tall trees in  
320 various stages of dying. Looking right towards the school are yet more dead and dying trees. I  
321 have counted 24 dead or dying trees that can be seen on the lands when we drive along Camino  
322 de Pueblo going south to Calle Barrio Nuevo. Turning west on that road right away we see a  
323 giant, decrepit and very sad Salt Cedar on the corner. I believe that this is the ugliest tree I have  
324 ever seen, poor dear. The tree is probably just wishing someone would come and chop it into  
325 bits and then cart it away. A chainsaw and a small crew could probably cut down and remove  
326 this sad tree in a couple of hours. Straight ahead on Calle Barrio Nuevo two blocks we can see



327 most of a large dying tree it turns out to be a box elder maple. Drive further up Calle Barrio  
328 Nuevo and you will see 5 or 6 small dead trees on the right, go another two blocks and there are  
329 the dying trees on the corner. In this neighborhood almost all of the cottonwoods there have the  
330 parasitic plant mistletoe growing within their giant branches, slowly killing some of the trees.

331  
332 As the drought goes on, more trees will begin to die. I think that it is time for training some  
333 Bernalillo Town employees in large tree removal and train others how to eradicate town weeds in  
334 effective ways.

335  
336 Thank you for your time and consideration. If I can help, please do contact.

337  
338 Mayor Torres stated that most of the area discussed on 550 in New Mexico Department of  
339 Transportation and will forward the information on to them.

340  
341 Maria Rinaldi stated that she has sent Michael Crofoot's e-mail with the information on the  
342 tumbleweeds.

343  
344 Steve Amiot stated that if residents are aware 10 feet on the outside of their property they are  
345 responsible for on the corner of Laguna and Don Tomas it is full of trash, garbage and weeds.

346  
347 Mayor Torres stated that if you come across a property that please call the Planning and Zoning  
348 Department to report it.

349  
350 Planning & Zoning is going out to work on taking care of those property and issuing citations to  
351 the property owners and take them to court on the issues of individual caring for their property.

352  
353 Linda Ferguson lives in Sawmill there is so much of the sidewalks that are taken over by  
354 overgrown vegetation and cars parked on the sidewalk it makes it impossible for me to walk my  
355 dogs. I have e-mailed and contacted the Town it is not only unsafe but it is not right and  
356 unsightly. I would just like Bernalillo to take more pride in their community.

357  
358 Mayor Torres stated he will give Linda his e-mail so that she can send the information to his  
359 attention. It is a process to get the yards clean and Planning and Zoning is working on the area.

360  
361 Maria Rinaldi stated that she has received her e-mail and is working on the sidewalk and the  
362 issues of gates that open onto the road way. When it is private property issues it takes taking the  
363 residents to court.

364  
365 Mayor Torres stated the issue with the cars parking on the roadway cause issues of safety and  
366 there is not a simple solution. Staff is working on that issue as well.

367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391

**MISCELLANEOUS SECTION:9b) Announcements. Presenter: Mayor Torres**

Mayor Torres made the following announcements;

Legislative breakfast was this morning in the Southwest Room at the Library. Thank you all for attending. Thank you for those staff members involved in the brochure and the setup it went well also thank those staff members not in attendance this evening.

Maria Rinaldi stated that the Christmas Tree Lighting is December 5 and the Christmas Parade is December 6.

Maria Rinaldi stated the work taking place on the bridge at 550 is NMDOT District 3 project they are fixing the joints on the bridge that are failing. It will continue until December.

There being no further business, Councilor Dominguez moved to adjourn the meeting at 7:15 P.M. The motion was seconded by Councilor Prairie and carried unanimously.

Done this 10th day of November 2014.

ATTEST:

\_\_\_\_\_  
Ida Fierro, Town Clerk  
(seal)

\_\_\_\_\_  
Jack Torres, Mayor