



48 SERIES 2017 BONDS FROM THE DISTRIBUTIONS TO THE TOWN OF STATE-  
49 SHARED GROSS RECEIPTS TAX REVENUES FROM THE NEW MEXICO  
50 TAXATION AND REVENUE DEPARTMENT PURSUANT TO SECTION 7-1-6.4,  
51 NMSA 1978 AND THE PLEDGE OF SUCH REVENUE BY THE TOWN; PROVIDING  
52 FOR THE FORM, EXECUTION AND OTHER DETAILS CONCERNING THE BONDS;  
53 PROVIDING FOR THE EXECUTION AND DELIVERY OF A BOND PURCHASE  
54 AGREEMENT AND OTHER AGREEMENTS AND CERTIFICATES IN CONNECTION  
55 WITH THE BONDS; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION  
56 WITH THE BONDS; AND REPEALING ALL ORDINANCES IN CONFLICT WITH  
57 THIS BOND ORDINANCE.

58 Chris Muirhead and Paul Cassidy gave a brief overview on the cost saving of the refinance of the  
59 debt. The annual payments are a little lower and the Town will have a cost saving of \$150,000.

60  
61 The Governing Body had not questions.

62  
63 Mayor Torres stated the purpose of this Public Hearing is to pass, approve and adopt Ordinance  
64 #297. Is there anyone in the public wishing to speak for or against Ordinance #297.

65  
66 There was no public comment.

67  
68 Mayor Torres entertained a motion.

69  
70 Councilor Jaramillo moved to adopt Ordinance #297. The motion was seconded by Councilor  
71 Sisneros.

72  
73 **Roll Call Vote**

74  
75 Councilor Jaramillo Yea  
76 Councilor Sisneros Yea  
77 Councilor Dominguez Yea

78  
79  
80  
81 **Public Hearing: 5b)Discussion, Consideration Action and Adoption of Ordinance**  
82 **#298 Authorizing the Issuance and Sale of the Town of Bernalillo, New Mexico Joint Utility**  
83 **System Refunding Revenue Bonds, Series 2017, in the Principal Amount of \$7,754,833 for the**  
84 **Purpose to Refund, Refinance, Discharge and Pay Certain Outstanding Obligations of the Town**  
85 **and to Pay Costs of Issuance of the Series 2017 Bonds; Providing for the Payment of the Principal**  
86 **of an Interest on the Series 2017 Bonds Solely from the Net Revenues to be Derived from the**

87 **Operation of Such Joint Utility System and the Pledge of Such Net Revenues by the Town;**  
88 **Providing for the Form, Execution and Other Details Concerning the Bonds; Providing for the**  
89 **Execution and Delivery of a Bond Purchase Agreement and Other Agreements and Certificates in**  
90 **Connection with the Bonds; Ratifying Action Previously Taken in Connection with the Bonds; and**  
91 **Repealing all Ordinances in Conflict with this Bond Ordinance. Presenter: Lupita De Herrera, Paul**  
92 **Cassidy of RBC Capital Markets LLC, and Chris Muirhead of Modrall Sperling**

93  
94 ORDINANCE NO. 298  
95

96 AUTHORIZING THE ISSUANCE AND SALE OF THE TOWN OF BERNALILLO, NEW  
97 MEXICO JOINT UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2017,  
98 IN THE PRINCIPAL AMOUNT OF \$7,754,833 FOR THE PURPOSE TO REFUND,  
99 REFINANCE, DISCHARGE AND PAY CERTAIN OUTSTANDING OBLIGATIONS OF  
100 THE TOWN AND TO PAY COSTS OF ISSUANCE OF THE SERIES 2017 BONDS;  
101 PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE  
102 SERIES 2017 BONDS SOLELY FROM THE NET REVENUES TO BE DERIVED FROM  
103 THE OPERATION OF SUCH JOINT UTILITY SYSTEM AND THE PLEDGE OF SUCH  
104 NET REVENUES BY THE TOWN; PROVIDING FOR THE FORM, EXECUTION AND  
105 OTHER DETAILS CONCERNING THE BONDS; PROVIDING FOR THE EXECUTION  
106 AND DELIVERY OF A BOND PURCHASE AGREEMENT AND OTHER  
107 AGREEMENTS AND CERTIFICATES IN CONNECTION WITH THE BONDS;  
108 RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE BONDS;  
109 AND REPEALING ALL ORDINANCES IN CONFLICT WITH THIS BOND  
110 ORDINANCE.

111 Chris Muirhead and Paul Cassidy gave a brief overview on the cost saving of the refinance of the  
112 debt. The annual payments are a little lower and Town will have a cost saving of \$1,011,207.  
113

114 The Governing Body had no questions.  
115

116 Mayor Torres stated the purpose of this Public Hearing is to pass, approve and adopt Ordinance  
117 #298. Is there anyone in the public wishing to speak for or against Ordinance #298.  
118

119 There was no public comment.  
120

121 Mayor Torres entertained a motion.  
122

123 Councilor Dominguez moved to adopt Ordinance #298. The motion was seconded by Councilor  
124 Sisneros.  
125

126 **Roll Call Vote**

127  
128 Councilor Sisneros Yea  
129 Councilor Dominguez Yea  
130 Councilor Jaramillo Yea

131

132

133 **APPROVAL OF MINUTES: 6a) Regular Meeting of June 12, 2017**

134 Mayor Torres stated that on line 22 “table should be tabled.”

135

136 Councilor Jaramillo moved to approve the minutes of June 12, 2017 as amended. The motion  
137 was seconded by Councilor Sisneros and the motion carried unanimously.

138

139

140 **NEW BUSINESS: 7a) Discussion, Consideration, Approval of Memorandum of**  
141 **Understanding for Bookkeeping and Accounting Service between the Town of Bernalillo**  
142 **and Eastern Sandoval County Arroyo Flood Control Authority. Presenter: Mayor Torres**

143

144 **MEMORANDUM OF UNDERSTANDING**

145

146 **FOR**

147

148 **BOOKKEEPING AND ACCOUNTING SERVICES**

149

150 **between**

151

152 **TOWN OF BERNALILLO**

153

154 **and**

155

156 **EASTERN SANDOVAL COUNTY ARROYO FLOOD CONTROL AUTHORITY**

157

158 This Agreement is made and entered into this 26th day of June, 2017 by and between the  
159 Town of Bernalillo (“TOB”) a New Mexico Municipal Corporation, and the Eastern Sandoval  
160 County Arroyo Flood Control Authority (ESCAFCA), a political subdivision of the State of New  
161 Mexico.

162

163 **WHEREAS**, TOB and ESCAFCA have a goal of consolidating administrative and other  
164 services, in the interest of efficiency and saving money; and

165  
166           **WHEREAS**, ESCAFCA has no employees to perform necessary financial bookkeeping and  
167 accounting and is currently contracting with private entities for these services; and  
168

169           **WHEREAS**, ESCAFCA desires to terminate its contracts for these services and transfer  
170 them to TOB; and  
171

172           **WHEREAS**, TOB is willing and able to perform these services and has qualified and  
173 experienced staff who can do so.  
174

175           **NOW, THEREFORE**, in consideration of the promises and obligations contained herein,  
176 the parties hereto enter into this Memorandum of Understanding for Bookkeeping and Accounting  
177 Services.  
178

179           **ESCAFCA AGREES AS FOLLOWS:**  
180

181           1.       ESCAFCA will terminate its current contract for bookkeeping and accounting services  
182 effective June 30, 2017. It will retain limited private contract services primarily for the purpose of  
183 completing the audit for FY 2017 (the year ending June 30, 2017) and will contract for its required  
184 audit for future years.  
185

186           2.       ESCAFCA's Administrator will continue to perform the following duties:  
187

- 188                   A.       Provide administrative support for the Board of Directors.
- 189
- 190                   B.       Act as Custodian of ESCAFCA documents and records, following accepted  
191 policies and procedures.
- 192
- 193                   C.       Publicly schedule Board meeting times and prepare, distribute and post Board  
194 meeting notices, and set up meeting accommodations.
- 195
- 196                   D.       Assist in the preparation and distribution of Board meeting Agenda packets.
- 197
- 198                   E.       Record, transcribe, and file Board meeting minutes.
- 199
- 200                   F.       Draft the annual Open Meetings Resolution for adoption by the Board at its  
201 December Board meeting.
- 202
- 203                   G.       Receive and deposit tax distribution proceed checks from the Sandoval

- 204 County Treasurer.  
205  
206 H. Compile, prepare, and obtain any necessary approvals of monthly invoices for  
207 accounting and processing.  
208  
209 I. Obtain and forward bank statements to the accountant for reconciliation.  
210  
211 J. Ensure adequate collateral and/or FDIC insurance for bank accounts.  
212  
213 K. Obtain and renew Board of Directors insurance policies as required.  
214  
215 L. Ensure that all correspondence and inquiries from the public and all  
216 government agencies are responded to in a timely manner.  
217  
218 M. Prepare, obtain proper authorization, and submit payment requisitions to the  
219 NM Finance Authority for project related expenses, as needed and required.  
220  
221 N. Maintain a file of all Resolutions passed and approved by the Board of  
222 Directors.  
223  
224 O. Prepare and assemble all material needed for the annual audit.  
225  
226 P. Assist in the preparation of ESCAFCA's annual budget.  
227  
228 Q. Submit quarterly financial reports to the NM Department of Finance and  
229 Administration.  
230  
231 R. Assist in preparing and submitting the annual Infrastructure Capital  
232 Improvement Plan (ICIP).  
233  
234 S. Perform general clerical duties, such as answering or forwarding messages,  
235 filing, copying, printing, mailing, and operating typical office equipment.  
236  
237 T. Ensure that all files are properly backed up and stored.  
238  
239 U. Manage and assist in responses to Inspection of Public Records Act (IPRA)  
240 requests.  
241  
242 V. Remain proficient in Microsoft Word, Excel, QuickBooks, and any other

- 243 software adopted by ESCAFCA.  
244  
245 W. Perform other duties as assigned by the Executive Engineer or the Board of  
246 Directors.  
247  
248 X. Compensation: The Town of Bernalillo shall be compensated for actual  
249 expenses incurred in fulfilling the scope of this Agreement. The Town of  
250 Bernalillo will submit a monthly billing detailing these expenses.  
251

252 **TOB AGREES AS FOLLOWS:**  
253

- 254 1. TOB will assume the duties of bookkeeping and accounting on July 1, 2017.  
255  
256 2. TOB will use accounting formats as prescribed/required by NM Department of Finance and  
257 Administration. (DFA).  
258  
259 3. TOB will establish separate bank accounts for ESCAFCA transactions, at a bank selected by  
260 TOB.  
261  
262 4. TOB bookkeeping and accounting services will include, but not be limited to, the following:  
263  
264 A. Receive approved invoices from the ESCAFCA Administrator and/or  
265 Executive Engineer and prepare checks from appropriate checking accounts.  
266 (Estimated 10 checks per month).  
267  
268 B. Receive and reconcile bank statements for all bank accounts each month.  
269  
270 C. Prepare financial statements each month for each account, for review by  
271 ESCAFCA's Executive Engineer and Board of Directors at its regular  
272 meetings.  
273  
274 D. Maintain necessary records for audit purposes, and provide same to the  
275 ESCAFCA auditor.  
276  
277 E. Respond to inquiries and submit occasional reports to governmental agencies,  
278 such as the annual report to U.S. Department of Commerce.  
279  
280 F. Perform occasional research of files for analysis, reports, information, etc.,  
281 for response to IPRA requests.

282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320

G. Present and explain financial statements to the ESCAFCA Board of Directors on a periodic basis, estimated to be quarterly.

**TERM:** The term of this Agreement shall be from July 1, 2017 and shall remain in effect for a period of time not to exceed four (4) years.

**TERMINATION:** This Agreement may be terminated by either party upon written notice delivered to the other party as least sixty (60) days prior to the intended date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or failure to perform prior to the date of termination.

**ASSIGNMENT:** Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

**LIABILITY:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 *et seq.* (as amended).

**RECORDS AND AUDIT:** The parties shall provide access to each other of all information, documents, reports, files, or references that may be produced as a result of this Agreement. The TOB shall maintain detailed records of all services it has agreed to perform, and shall make such records available for inspection by ESCAFCA, as requested by ESCAFCA.

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

**PROCUREMENT REQUIREMENTS:** Both parties agree to follow the State Procurement Code, the rules of the Office of State Auditor, and applicable regulations in the expenditure of any funds. (TOB shall provide review and approval of ESCAFCA procurement actions in a separate agreement.)

**SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereto, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement, covenant, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.



321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360

**APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New Mexico. In performing the services required in this Agreement, TOB and ESCAFCA shall comply with all applicable laws, ordinances, and rules of federal, state, and local governments.

**DISPUTES:** Disputes will be promptly and amicably addressed and resolved by the parties, if possible. Unresolved disputes shall be referred to the Mayor of the TOB and the ESCAFCA Board Chairman for resolution. If resolution is not reached, both parties agree to mediation, the costs of which shall be equally shared.

Mayor Torres entertained a motion.

Councilor Jaramillo moved to approve the Memorandum of Understanding for Bookkeeping and Accounting Service between the Town of Bernalillo and Easter Sandoval Flood Control Authority. The motion was seconded by Councilor Dominguez and carried unanimously.

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

Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of \$273,029.56.

Mayor Torres entertained a motion.

Councilor Jaramillo made a motion to approve the accounts payable voucher list in the amount of \$273,029.56. The motion was seconded by Councilor Sisneros and the motion carried unanimously.

**MISCELLANEOUS SECTION: 9a) Public Comment.**

None

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

Michael Kloeppel stated the first movie in the park was Saturday at Rotary Park which was Surfs Up. Due to the weather it was moved inside the Gym at the Recreation Center and all future scheduled movies at Rotary Park will be moved to the Recreation Center Gym should the weather turn bad.

Fire Chief Michael Carroll stated that Burn Restrictions are in effect for the Town of Bernalillo due to the dry conditions until we get more substantial rain. If anyone has obtained a burn permit will be given a replacement once the ban has been lifted.

361 Police Chief Tom Romero stated that there is a web site call Nextdoor and Danielle Threadgill  
362 has volunteered to help by posting information for the Town of Bernalillo Police Department. It  
363 is a great app for the neighborhoods to watch out for each other and deter crime. Danielle stated  
364 that she plans to post a Tuesday Tip of the Day.


365  
366 Police Chief Tom Romero invited everyone to Cops in the Park on July 14<sup>th</sup> at Rotary Park.

367  
368 Ida Fierro reminded everyone about the Splash and Bash for July 4<sup>th</sup> at Rotary Park there will be  
369 water slides, water balloons and the Fire Department will be there with their truck spraying the  
370 children, free hot dog and drinks. The water events are from 1-5 and the music is from 3-7.

371  
372 Ida Fierro also stated that there will be a Grand Opening on July 22, from 2-4 at the renovated  
373 Roosevelt Library. Our goal is to invite the teachers that used to teach there and students that  
374 attended there. We will have invitations for you all to help us invite individuals to attend the  
375 event and see the beautiful renovations. It will be a homecoming for everyone.

376  
377 There being no further business, Councilor Sisneros moved to adjourn the meeting at 7:01 P.M.  
378 The motion was seconded by Councilor Prairie and carried unanimously.

379  
380 Done this 26th day of June 2017.

381  
382  
383 ATTEST:   
384 \_\_\_\_\_  
385 Ida Fierro, Town Clerk  
386 (seal)

  
\_\_\_\_\_  
Jack S. Torres, Mayor