

**MINUTES OF A REGULAR MEETING
OF THE GOVERNING BODY OF THE TOWN OF BERNALILLO
HELD AT THE TOWN HALL
December 10, 2012**

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

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

PRESENT:

Mayor Torres
Councilor Prairie
Councilor Montoya
Councilor Sisneros
Councilor Jaramillo

ALSO PRESENT:

Julian Gonzales Margie Amiot
Maria Rinaldi Steve Amiot
George Perez James Pike

ABSENT:

Others Present Not Identified

APPROVAL OF AGENDA: 4a)

Mayor Torres asked for item 7a) on New Business Approval of License Agreement for Zayo Group, LLC be tabled.

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

APPROVAL OF MINUTES: 5a) Regular Meeting of November 26, 2012

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

PERSONNEL: 6a) Police Office. Presenter: Yolanda Mora

Yolanda Mora stated that she is requesting the ratification of hiring of Scott Calcutt as a Police Officer for the Town of Bernalillo Police Department. Due to a shortage of Police Officers Scott Calcutt was considered an emergency hire. He did pass all the required background checks. Officer Calcutt and has been working as a Police Officer for the Town of Bernalillo since November 30, 2012. Chief Julian Gonzales is available for questions. There were none.

Councilor Jaramillo moved to approve the hiring of Scott Calcutt Clark as a Police Officer for

the Town of Bernalillo Police Department. The motion was seconded by Councilor Montoya and the motion carried unanimously.

NEW BUSINESS: 7b) Discussion, Consideration and Action on Approval of Joint Powers Agreement Between the Town of Bernalillo and Pueblo of Santa Ana Pueblo to Provide the Pueblo with Town Water at its Warrior II Gas Station and Convenience Store. Presenter: Maria Rinaldi

JOINT POWERS AGREEMENT BETWEEN THE TOWN OF BERNALILLO AND THE PUEBLO OF SANTA ANA TO PROVIDE THE PUEBLO WITH TOWN WATER AT ITS WARRIOR II GAS STATION AND CONVENIENCE STORE

This Joint Powers Agreement (JPA) is made and entered into by and between the Town of Bernalillo, a New Mexico municipal corporation (hereinafter referred to as the “Town”), and the Pueblo of Santa Ana, a Federally recognized Indian Tribe (hereinafter referred to as Pueblo”).

WHEREAS, pursuant to the Joint Powers Agreement Act, NMSA 1978, § 11-11-1, et seq., the Town and Pueblo have the authority to enter into joint powers agreements; and

WHEREAS, the Town and Pueblo wish to enter into agreement whereby the Pueblo will purchase Town water for its Warrior II Gas Station and Convenience Store; and

WHEREAS, The Town and Pueblo wish to provide for the planning, designing and construction of the needed infrastructure; and

WHEREAS, the cooperative efforts of the parties is mutually beneficial to the parties and in the best interest of the residents of the community.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

SECTION ONE: THE TOWN AGREES TO:

- 1.1_ Administer this JPA
- 1.2 Provide the Pueblo with Town water to its Warrior II Gas Station and Convenience Store subject to the terms and conditions contained herein.
- 1.3 At the beginning of each billing cycle the Town will provide to the Pueblo the meter reading and invoice the Pueblo for the water delivered during that cycle.

SECTION TWO: THE PUEBLO OF SANTA ANA AGREES TO:

- 2.1 To be solely responsible for the cost of design and installation of all infrastructure necessary in order for the Town to provide the Pueblo with Town water.
- 2.2 Pay to the Town for the water it receives at the rate provided in the Town's Ordinance for outside the Town limits commercial users.
- 2.3 The Pueblo agrees to not to expand its use of the Town's water beyond that needed for the operation of its Warrior II Gas Station and Convenience Store. Any expansion of use must be agreed to by the Town and require the preparation of a water budget for such additional use.
- 2.4 The Pueblo agrees not to operate a car wash or any other use requiring Town water without complying with the terms of this agreement.

SECTION III. BOTH PUEBLO OF SANTA ANA AND TOWN AGREE AS
FOLLOWS:

- 3.1 **Term.** The term of this JPA shall be from the effective date as set forth in paragraph 3.4 below, and for an indefinite period thereafter. Either the Town or Pueblo may terminate by delivery of written notice at least 180 days prior to the intended date of such termination. Neither may nullify or avoid any obligations incurred prior to termination.
- 3.2 **Access to Records.** The parties agree to provide access to each other of all information, documents, reports, files or references that may be produced as a result of the cooperative efforts set forth herein.
- 3.3 **Liability.** Neither party, shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this JPA. Any liability incurred in connection with this JPA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1 et seq. (1976 as amended).
- 3.4 **Effective Date.** The effective date of this JPA shall be the date it is approved by the Secretary of the department of Finance and Administration of the State of New Mexico.

3.5 **Compliance with Laws.** In performing the services required in this JPA, the Town and Pueblo shall comply with all applicable laws, ordinances and rules of federal, state and local governments.

3.6 **Governing Law.** This JPA shall be interpreted in accordance with the laws of the State of New Mexico.

1 3.7 **Agreement.** This document incorporates all agreements, covenants and
2 understandings of the parties hereto concerning the subject matter hereof
3 and such provisions are merged into this Agreement. This Agreement
4 shall not be altered changed or amended except by instrument in writing
5 executed by the parties hereto and approved the Secretary of the New
6 Mexico Department of Finance and Administration before becoming
7 effective.
8

9 3.8 **Notices.** The parties agree that any notices or documents required under
10 this JPA shall be mailed or delivered to:

11		
12	Town Clerk	Governor of Santa Ana
13	TOWN OF BERNALILLO	PUEBLO OF SANTA ANA
14	829 Camino Del Pueblo	02 Dove Road
15	P.O. Box 638	Santa Ana Pueblo, New Mexico 87004
16	Bernalillo, NM 87004	
17		

18 Maria Rinaldi Capital Improvement Director gave a brief overview of the agreement. Santa Ana
19 Pueblo will place all the infrastructure to connect to the Town of Bernalillo's water system. The
20 Tribe will follow all design guidelines required by the Town of Bernalillo including the
21 placement of fire hydrants. The Tribe will pay 25% fee for their water due to it is out of the
22 Town's boundaries. The agreement also states that they are not to expand or place a car wash
23 without coming to the Town for a new water analysis and request approval.
24

25 Mayor Torres entertained a motion.

26
27 Councilor Jaramillo moved to approve Joint Power Agreement between the Town of Bernalillo
28 and Pueblo of Santa Ana Pueblo to Provide the Pueblo with Town Water at its Warrior II Gas
29 Station and Convenience Store. The motion was seconded by Councilor Montoya and the motion
30 carried unanimously.
31

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

33 Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of
34 \$194,125.72.

35 Councilor Sisneros made a motion to approve the accounts payable voucher list in the amount of
36 \$194,125.72. The motion was seconded by Councilor Prairie and the motion carried
37 unanimously.

38

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

40 Mayor Torres welcomed the public to speak.

41

42 Steve Amiot asked when the lights would be back on between El Banco and Don Francisco.

43

44 Maria Rinaldi stated that the lights are being worked on and should be back on within a week.

45

46 James Pike requested for Coronado Water and Soil Water Conservation to be on the next agenda.

47 Mayor Torres stated that he would call Chairman Will Ouellette the item can be handled

48 administratively.

49

50 **MISCELLANEOUS SECTION: 10b) Announcements. Presenter: Mayor Torres**

51 Mayor Torres announced the following:

52

53 Mayor Torres thanked Staff for the Legislative Breakfast which was a success.

54

55 Mayor Torres thanked staff for the successful Christmas Tree lighting and the Christmas Parade
56 as well of the efforts in decorating Town Hall. Martin Garcia from the Parks Department
57 decorated the windows of Town Hall and did a great job.

58

59 Mayor Torres thanked Councilor Jaramillo for preparing breakfast burritos for the staff.

60

61 Mayor Torres mention the Christmas miracle for the Town was the Park's Department backhoe
62 that was stolen was found in Deming New Mexico in one piece. Staff will be driving down to
63 recover the backhoe.

64

65 There being no further business, Councilor Jaramillo moved to adjourn the meeting at
66 6:51 P.M. The motion was seconded by Councilor Prairie and carried unanimously.

67

68 Done this 10th day of December 2012.

69

70

71 ATTEST:

72

73 _____
74 Ida Fierro, Town Clerk

(seal)

Jack S. Torres, Mayor