

1 **MINUTES OF A REGULAR MEETING**  
2 **OF THE GOVERNING BODY OF THE TOWN OF BERNALILLO**  
3 **HELD AT THE TOWN HALL**  
4 **January 14, 2013**

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6 The Governing Body of the Town of Bernalillo met in a regular session within the law and rules  
7 of the Town on January 14, 2013, at 6:30 P.M.

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

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11 **PRESENT:**

12 Mayor Torres  
13 Councilor Prairie  
14 Councilor Montoya  
15 Councilor Sisneros  
16 Councilor Jaramillo

**ALSO PRESENT:**

Julian Gonzales  
Maria Rinaldi  
Karen Lermuseaux

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21 **ABSENT:**

**Others Present Not Identified**

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

25 Councilor Sisneros moved to approve the agenda as presented. The motion was seconded by  
26 Councilor Montoya and the motion carried unanimously.

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29 **APPROVAL OF MINUTES: 5a) Regular Meeting of December 10, 2012**

30 Councilor Prairie moved to approve the minutes as presented. The motion was seconded by  
31 Councilor Jaramillo and the motion carried unanimously.

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33 **NEW BUSINESS: 6a) Discussion, Consideration and Action on Approval of**  
34 **Resolution 1/14/13 Open Meeting Act. Presenter: Ida Fierro**  
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36 **TOWN OF BERNALILLO**

**STATE OF NEW MEXICO**

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40 **RESOLUTION NO. 1-14-13**  
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42 **WHEREAS, the Governing Body of the Town of Bernalillo, New Mexico met in regular session at**  
43 **the Town Hall on Monday, January 14, 2013, at 6:30 p.m. as per law; and**  
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46 WHEREAS, section 10-15-1(B) of the open meetings act (sections 10-15-1 through 10-15-4 NMSA 1978)  
47 states that, except as may be otherwise provided in the constitution or the provisions of the Open Meetings  
48 Act, all meetings of a quorum of members of any Board, Council, Commission or other policy-making  
49 body of any state or local public agency held for the purpose of formulating public policy, discussing  
50 public business or for the purpose of taking any action within the authority of or the delegated authority of  
51 such body, are declared to  
52 be public meetings open to the public at all times; and  
53

54 WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any  
55 proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to  
56 the public; and  
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58 WHEREAS, section 10-15-1 (D) of the Open Meetings Act requires the Governing Body of the Town of  
59 Bernalillo to determine annually what constitutes reasonable notice of its public meetings;  
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61 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Town of Bernalillo, New  
62 Mexico, that:  
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- 64 1. All meetings of the Governing Body shall be held at the Town Hall at 6:30 p.m. in the  
65 council chambers or as indicated on the meeting notice.  
66
- 67 2. Regular meetings shall be held on the 2nd and 4th Monday each month. A proposed agenda will be  
68 available the Thursday before the meeting from the Town Clerk whose office is located in Bernalillo, New  
69 Mexico. Notice of any other regular meetings will be given ten days  
70 (10) in advance of the meeting date.  
71
- 72 3. Special meetings may be called by the Mayor or a majority of the members of the Governing Body  
73 upon three (3) days notice. The notice shall include an agenda for the meeting or information on how  
74 members of the public may obtain a copy of the agenda. The agenda shall be available to the public at  
75 least twenty-four hours before any special meeting.  
76
- 77 4. Emergency meetings will be called only under circumstances, which demand immediate action to  
78 protect the health, safety and property of citizens or to protect the Governing Body of the Town of  
79 Bernalillo from substantial financial loss. The Governing Body of the Town of Bernalillo will avoid  
80 emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of  
81 the members of the Governing Body upon twenty-four (24) hours notice, except in case of extreme  
82 emergency, when no notice is required. The notice for all emergency meetings shall include an agenda for  
83 the meeting or information on how the public may obtain a copy of the agenda.  
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- 85
- 86 5. For the purpose of regular meetings described in paragraph 2 of this resolution, notice requirements are  
87 met if notice of the date, time, place and general subject matter to be discussed is placed in newspapers of  
88 general circulation in the state. The Town Clerk shall also forward copies of written notice to those  
89 broadcast stations licensed by the Federal Communications Commission and newspapers of general  
90 circulation which have made a written request for notice of public meetings.  
91

92 6. For the purposes of special meetings and emergency meetings described in paragraphs 3 and 4 of this  
93 resolution, notice requirements shall be met by posting notices on the front doors to Town Hall. The Town  
94 Clerk shall provide telephonic or facsimile notice to those broadcast stations licensed by the federal  
95 communications commission and newspapers of general circulation that have made a written request for  
96 notice of public meetings.  
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98 7. In addition to the information specified above, all notices shall include the following language:  
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100 If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language  
101 interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting, please  
102 contact the Town Clerk at 771-7128 at least one (1) week prior to the meeting or as soon as possible.  
103 Public documents, including the agenda and minutes, can be provided in various accessible formats.  
104 Please contact Ida Fierro at 771-7128 if a summary or other type of accessible format is needed.  
105

106 8. Pursuant to section 10-15-1( H) NMSA 1978, the Governing Body of the Town of Bernalillo may  
107 close a meeting to the public only if the subject matter of such discussion or action is included in  
108 subsection 10-15-1( H) of the Open Meetings Act.  
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110 (a) If any meeting is closed during an open meeting, such closure shall be approved by a majority  
111 vote of a quorum of the Governing Body of the Town of Bernalillo taken during the open meeting. The  
112 authority for the closure and the subjects to be discussed shall be stated in the motion for closure and the  
113 vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified  
114 in the motion may be discussed in a closed meeting;  
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116 (b) If the decision to hold a closed meeting is made when the Governing Body of the Town of  
117 Bernalillo is not meeting, the closed meeting shall not be held until public notice, appropriate under the  
118 circumstances and stating the specific provision of law authorizing the closed meeting and the subjects to  
119 be discussed with reasonable specificity, is given to the members and to the general public.  
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121 (c) Following completion of a closed meeting, the minutes of the open meeting that was closed, or  
122 the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether  
123 the matters discussed in the closed meeting were limited only to those specified in the motion or notice of  
124 closure.  
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126 (d) Except as provided in section 10-15-1 (H) any action taken as a result of discussions in a closed  
127 meeting shall be made by vote of the Governing Body of the Town of Bernalillo in an open public  
128 meeting.  
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131 PASSED BY THE BOARD OF TRUSTEES OF THE TOWN OF BERNALILLO, NEW MEXICO  
132 THIS 14th DAY OF JANUARY 2013.  
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134 Mayor Torres entertained a motion.  
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136 Councilor Montoya moved to adopt Resolution 1/14/13 Open Meeting Act. The motion was  
137 seconded by Councilor Sisneros and the motion carried unanimously.

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**NEW BUSINESS: 6b) Discussion, Consideration and Action on Approval of Qualified Grantee Application for Village in the Bosque Development. Presenter: Maria Rinaldi and Ed Romero**

Maria Rinaldi and Ed Romero stated the Application for Village in the Bosque Development is for the Town of Bernalillo Housing Authority Project. The Town of Bernalillo will be providing approximately \$1,500,000 in value to the project. Return Gross Receipts on the construction project alone should be approximately \$600,000, of which roughly .25 is a local option, but state programs which run within the Town of Bernalillo as well as public schools also receive funding from this tax. No significant new multifamily housing has been built in the past 10 years, and the 76 units that are currently on the site are more than 40 years old. The project should create 20 jobs, provide \$1 to \$1.5 million in wages, provide new housing for 33 families that meet housing quality standards and revitalize housing for up to 56 current families. It should be pointed out that the local contribution will result in a 12 to 1 match of other funds brought to the community on this project. (Attachment A Qualified Grantee Application)

Mayor Torres entertained a motion.

Councilor Montoya moved to approve the Qualified Grantee Application for Village in the Bosque Development. The motion was seconded by Councilor Jaramillo.

Roll Call Vote

Councilor Jaramillo	Yea
Councilor Sisneros	Yea
Councilor Prairie	Yea
Councilor Montoya	Yea

**NEW BUSINESS: 6c) Discussion, Consideration and Action and Adoption of Resolution 1/14/13A Resolution Donation of Assets to the Village in the Bosque Development for the 2013 Tax Credit Application. Presenter: Maria Rinaldi and Ed Romero**

**TOWN OF BERNALILLO**

**RESOLUTION NO. 01/14/2013A**

**DONATION OF ASSETS TO VILLAGE IN THE BOSQUE DEVELOPMENT FOR THE 2013 TAX CREDIT APPLICATION**

**WHEREAS**, the Town of Bernalillo is committed to providing affordable housing for the residents of the Town of Bernalillo, and

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**WHEREAS**, the Town of Bernalillo supports the Santa Fe Civic Housing Authority in its application for a tax credit award for the Village in the Bosque development and understanding that additional points for local contributions to the project could be achieved through permanent donation of the leasehold interest in the land and cash related to the Village in the Bosque development by the Town of Bernalillo, and

**WHEREAS**, the Town of Bernalillo owns the land at 857 Calle Los Mayores, Bernalillo, New Mexico and intends to donate a leasehold interest in the land to the Village in the Bosque development and

**WHEREAS**, the Town of Bernalillo agrees to permanently contribute cash to the Village in the Bosque development to pay for predevelopment costs, and

**WHEREAS**, the Town of Bernalillo has received, reviewed and approved an application for a qualified Grantee application from the Santa Fe Civic Housing Authority in compliance with its Affordable Housing Donation Ordinance, and

**WHEREAS**, the Town of Bernalillo will require review and approval of a housing grant project budget by the Town of Bernalillo and/or the MFA before any expenditure of grant funds or transfer of granted property; and project budget will be provided at application (1/31/13) and can be approved prior to May 2013, and

**WHEREAS**, the Town of Bernalillo will require that a condition of grant or loan approval be proof of compliance with all applicable State and local laws, rules, and ordinances, and

**WHEREAS**, the definitions for “low-income and moderate-income” and setting out requirements for verification of income levels are defined within the MFA 2013 QAP guidelines, and

**WHEREAS**, the Town of Bernalillo shall enter into a contract (land lease) with the Qualifying Grantee consistent with the Act, which contract shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee and which contract shall be subject to the review of the MFA in its discretion;

**NOW THEREFORE BE IT RESOLVED**, by the City Council that the Town of Bernalillo hereby authorizes the donation of the leasehold interest, buildings and transfer and cash for pre-development costs for a sum total donation value of up to \$1,500,000 or 10% of the total development cost to the Village in the Bosque development to make it possible to achieve points to be awarded under the LIHTC application, contingent upon the successful award of 2013 tax credits. All contributions of leasehold interest and cash shall be permanent, as defined in the 2013 Qualified Allocation Plan.

220 **PASSED, APPROVED AND ADOPTED** by the Council of the Town in Bernalillo on this 14th  
221 day of January, 2013.

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223 Mayor Torres entertained a motion.

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225 Councilor Prairie moved to adopt Resolution 1/14/13A Resolution Donation of Assets to the  
226 Village in the Bosque Development for the 2013 Tax Credit Application. The motion was  
227 seconded by Councilor Montoya.

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229 Roll Call Vote

230 Councilor Prairie Yea

231 Councilor Montoya Yea

232 Councilor Sisneros Yea

233 Councilor Jaramillo Yea

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236 **NEW BUSINESS: 7d Discussion, Consideration and Action on Approval of 99 year**

237 **Land Lease Between Santa Fe Civic Housing Authority and the Town of Bernalillo.**

238 **Presenter: Maria Rinaldi and Ed Romero**

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**99 YEAR Land Lease**

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**SANTA FE CIVIC HOUSING AUTHORITY  
AND CITY OF BERNALILLO, NEW MEXICO**

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**(9.95 ACRE PARCEL)**

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This lease is made effective this 14th day of January by and between the Santa Fe Civic Housing  
Authority, a New Mexico nonprofit corporation (Tenant) located at 664 Alta Vista Street, Santa  
Fe, New Mexico, and the City of Bernalillo, New Mexico (Landlord), for and in consideration of  
the mutual covenants hereinafter contained, the parties agree as follows:

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**Article 1**

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**Lease and Description**

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Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant,  
and the Tenant hereby leases from the Landlord, a parcel of property located in the County of  
Sandoval, City of Bernalillo, New Mexico, and as more particularly described on the attached  
Exhibit A as Bernalillo Community Housing Tract (referred to herein as the "Premises").

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**Article 2**

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**Business Purpose**

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The Premises shall be used for the construction of low income and affordable residential units .

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**Article 3**  
**Contingency for Financing/Term/Termination**

This Lease shall be contingent upon the award to Tenant of low income housing tax credits (“LIHTC”) from the State of New Mexico Financing Authority. Tenant agrees to make application for an award of LIHTC on or before the deadline for application for credits for the fiscal year 2013. In the event Tenant is awarded the LIHTC, Tenant will give written notice to Landlord within five (5) days of the award. In the event Tenant is not awarded LIHTC for the fiscal year 2013, this Lease will be null and void and of no effect. In the event Tenant is successful in obtaining an award, Tenant, at Tenant’s sole expense, may obtain a market valuation/analysis of the value of this Lease and indicate on the application for the LIHTC that the value of this Lease will be donated to the LIHTC project to be developed on the Premises

Landlord also intends to make application for New Mexico Affordable Housing Tax Credits, and if Landlord is successful in its application for these additional tax credits, Landlord agrees to use the proceeds from the sale or other disposition of the Affordable Tax Credits for the sole purpose of development of the Premises for the purpose set forth herein. The award of Affordable Housing Tax Credits to Landlord is not a contingency of this Lease, and this Lease will not terminate if the Landlord is not successful in obtaining the Affordable Tax Credits.

The initial term of this Lease is Ninety Nine Years (99), commencing on the date of written notice to Landlord of satisfaction of the contingency for LIHTC financing (the “commencement date”) and for a period of ninety-nine (99) years thereafter. Upon commencement of the lease, Landlord and Tenant shall cause to be recorded in the records of the Clerk of Sandoval County a Memorandum of Lease that identifies the date of commencement and termination of this Lease, and such other matters as are customarily included in a Memorandum of Lease.

The Landlord may terminate this lease in the event of the following:

1. In the event the Tenant fails to obtain substantial completion of low- income and affordable residential units within twenty-four (24) months of the commencement date.
2. In the event of a material breach of any of the terms, conditions and provisions of the lease which breach is not cured within thirty (30) days of the date of notice of the breach.
3. An assignment or sublease of the lease without the prior written permission of the Landlord.

**Article 4**  
**Rent**

304 In accordance with the Town of Bernalillo Affordable Housing Plan and its corresponding  
305 ordinance the rent for said leasehold space for the first year of this lease commencing upon the  
306 Commencement Date shall be One Dollar and no/100. Rent for the following years shall be One  
307 Dollar and no/100.

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**Article 5**  
**Assignment of Lease**

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312 No assignment of lease may be implemented without prior written consent of Landlord, which  
313 consent shall not be unreasonably withheld, and payment to Landlord of all its costs and  
314 expensed in reviewing the proposed assignee, including but not limited to attorneys' fees.  
315 Notwithstanding the foregoing, Landlord agrees that this Lease may be assigned by Tenant to an  
316 entity formed by Tenant for the purpose of development of the residential units. Tenant agrees  
317 and understands that the intent of this lease to develop and enhance affordable housing in  
318 perpetuity and Landlords consent for assignment will be guided by such policy.

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**Article 6**

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**Utilities**

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324 Tenant hereby covenants and agrees to pay all monthly or other regular charges for heat,  
325 electricity, sewer, refuse and water, and for all other public utilities which shall be used in or  
326 charged against the Premises during the full term of this Lease.

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**Article 7**  
**Taxes, Repair and Maintenance**

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331 The Tenant shall pay all property and other taxes that are assessed against the Premises from the  
332 commencement date until completion of construction of the residential units, at which time  
333 Tenant will apply for a charitable exemption from ad valorem property taxes. At its sole  
334 expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a  
335 safe, sanitary, orderly and usable condition. The Premises shall at all times be maintained in  
336 accordance with any applicable building codes, zoning regulations, or other ordinances of the  
337 County of San Miguel.

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**Article 8**  
**Occupancy**

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343 The Premises shall not be occupied or used for any purpose until a Certificate of Occupancy is  
344 issued for any residences constructed thereon.

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**Article 9**  
**Good Condition**

Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred prior to commencing work.

**Article 10**  
**Liens and Insolvency**

The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee or other liquidator is appointed for the Tenant, the Landlord may cancel this Lease by appropriate legal means.

**Article 11**  
**Access**

The Tenant shall allow the Landlord and/or its agents access to the Premises during business hours for the purpose of inspection. In case of emergency the Landlord may have access at any time.

**Article 12**  
**Fire & Liability Insurance**

At its sole expense, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all residences constructed on the Premises which coverage shall be for full replacement value of the buildings.

The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants.

The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

**Article 13**

**Consent to Mortgage**

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For the purpose of securing any bona fide debt, Tenant may mortgage or convey by trust deed or other instrument its interest under this Lease and the leasehold interest in the Premises created by it. In the event of the foreclosure of the lender's security interest in the Tenant's leasehold interest, Landlord agrees to enter into a direct lease with the lender at the foreclosure sale, on all the same terms and conditions of this Lease. Landlord's consent shall not be required for the creation or foreclosure of any such mortgage, deed of trust, or other security interest.

In the event of any breach or default of any of the covenants, terms or conditions of this Lease by the Tenant, any holder of a mortgage, deed of trust or such other security interest in Tenant's interest hereunder or leasehold may, before forfeiture or default, make any and all payments and do and perform any and all acts which may be necessary to prevent a forfeiture or default under this Lease and shall become subrogated to so much of the Tenant's rights under this Lease as may pertain to the affected property. In furtherance of this right, Landlord agrees that any lender who gives written notice to Landlord of its interest in a portion or a whole of the Premises shall be provided with copies of any written notices or demands which the Landlord may serve upon the Tenant pursuant to this Article, and if the notice pertains to an event of default on the part of the Tenant and the Tenant fails timely to cure the default, the lender shall have an additional period of fifteen (15) days thereafter to effect a cure or, in the event the default is of such a nature that it cannot reasonably be cured within such fifteen (15) day period, the lender shall have such period as shall be reasonably necessary to effect a cure provided that it commences efforts to cure within the fifteen (15) day period and thereafter diligently continues to effect a cure.

Any mortgage, deed or trust or other security interest must provide that the lender shall notify Landlord of any breach or default thereunder and provide an option for the Landlord to cure the default. Landlord shall not in any event be required or obligated to cure any breach or default under any mortgage or similar instrument.

**Article 14  
Casualty Loss**

In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord.

**Article 15  
Improvements**

Upon termination of this Lease all improvements made to the Premises shall become the property of the Landlord.

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**Article 16**  
**Notices**

All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail.

**Article 17**  
**Non-waiver of Breach**

The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

**Article 18**  
**Risk of Loss/Indemnification**

The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water runoff or any other cause whatsoever.

Tenant shall indemnify and hold Landlord harmless from any claims, suits, losses, injuries, or damage to persons or property on the Premises sustained by the Tenant, or Tenant's tenants, employees, agents, invitees or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy.

**IN WITNESS WHEREOF** the parties have executed this Lease this 14th day of January.

Mayor Torres entertained a motion.

Councilor Prairie moved to approve the 99 year Land Lease Between Santa Fe Civic Housing Authority and the Town of Bernalillo. The motion was seconded by Councilor Jaramillo and the

472 motion carried unanimously.

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474 Roll Call Vote

475 Councilor Prairie Yea

476 Councilor Montoya Yea

477 Councilor Sisneros Yea

478 Councilor Jaramillo Yea

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

481 Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of  
482 \$980,161.87.

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484 Councilor Sisneros made a motion to approve the accounts payable voucher list in the amount of  
485 \$980,161.87. The motion was seconded by Councilor Montoya and the motion carried  
486 unanimously.

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488 **MISCELLANEOUS SECTION: 8a) Public Comment. Presenter: Mayor Torres**

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

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491 **MISCELLANEOUS SECTION: 8b) Certificates of Appreciation. Presenter: Mayor**  
492 **Torres**

493 Mayor Torres presented Certificates of Appreciation to Yolanda Mora, Paula Pierce, Linda  
494 Lippold and Fernando Lomas for the dedication and willingness to lend a helping hand and  
495 lasting contribution to the School Supply Drive and the Coats for Kids.

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497 **MISCELLANEOUS SECTION: 8c) Announcements. Presenter: Mayor Torres**

498 Mayor Torres announced the following:

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500 The Legislative Session begins tomorrow and as a reminder the Legislative Municipal Day is  
501 February 20 please let Ida know if you will be attending.

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503 The acting Secretary of NM DOT Tom Church came and met with me I spoke with him in length  
504 on the I25/550 construction, the restriping on 313. He was very receptive and I will keep you all  
505 informed on the issues the Town may have with NMDOT.

506

507 A work session has been requested by Councilman Prairie to discuss the Recreation Center. The  
508 consensus for the work session was January 22, 2013 @ 6:00.

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510 Mayor Torres stated that in the newsletter a new feature will be the Town Departments so that  
511 the public can get to know the department and our staff and have the public know a little more  
512 about what each department does. The first department to be featured is the water department.  
513 Please let me know if you have any suggestions for the newsletter.

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There being no further business, Councilor Montoya moved to adjourn the meeting at 7:22 P.M. The motion was seconded by Councilor Jaramillo and carried unanimously.  
Done this 14th day of January 2013.

ATTEST:

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

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