

1 **MINUTES OF A REGULAR MEETING**
2 **OF THE GOVERNING BODY OF THE TOWN OF BERNALILLO**
3 **HELD AT THE TOWN HALL**
4 **August 22, 2016**

5
6 The Governing Body of the Town of Bernalillo met in a regular session within the law and rules
7 of the Town on August 22, 2016, at 6:30 P.M.

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

10
11 **PRESENT:**

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

ALSO PRESENT:

17
18
19 **ABSENT:**

20 **Others Present Not Identified**

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

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

25
26 **APPROVAL OF MINUTES: 5a) Regular Meeting of August 08, 2016**

27 Councilor Jaramillo moved to approve the minutes of August 08, 2016 as presented. The motion
28 was seconded by Councilor Sisneros and the motion carried unanimously.

29
30 **PERSONNEL: 6a) IT Systems Technician. Presenter: Troy Martinez**

31 Troy Martinez stated that it was the recommendation of the hiring committee to hire Irving
32 Carrillo Hackleen as the IT Systems Technician for the Town of Bernalillo IT Department.

33
34 Councilor Dominguez moved to approve the hiring of Irving Carrillo Hackleen as the IT Systems
35 Technician for the Town of Bernalillo IT Department. The motion was seconded by Councilor
36 Sisneros and the motion carried unanimously.

37
38 **PERSONNEL: 6b) Brew Fest Staff. Presenter: Ida Fierro**

39 Ida Fierro stated that it was the recommendation to hire the following individuals for the Brew
40 Festival Labor Day Weekend and is requesting permission to fill the one open position of scanner
41 for the Brew Fest.

42
43 List is as Follows:

44
45 **Cashiers**

46 Linda Lippold VIP Tent Cashier

Minutes of the Town Council Meeting
August 22, 2016
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47 Angel Armijo
48 Denise Chavez
49 Olga Sierra
50 Mary Duran

51
52 **ID Checkers**
53 Mark Wooten
54 Terry Milesosky
55 Stephen Martinez
56 Erika Temple
57 Gina Godley

58
59 **Scanners**
60 Fermin Sena Jr.
61 Charleen Foster
62 Victoria Duran
63 One Position to be Determined

64
65 **Will Call**
66 Leonard Gallegos
67 John Rinaldi

68
69 **ATM**
70 Christina Roybal
71 Audry Gonzales

72
73 **Cleaning Crew**
74 Manuel Garcia
75 Ralph Chavez
76 Ben Madrid
77 Lynette Curtis
78 Anthony Chavez
79 Susan Garcia
80 Ronnie Gonzales

81
82 **Bank**
83 Cordy Moreno
84 Ida Fierro
85 Renee Montoya

86 Marie Davis

87
88 Councilor Dominguez moved to approve the hiring of all employees listed for the Brew Fest and
89 a scanner to be determined. The motion was seconded by Councilor Jaramillo and the motion
90 carried unanimously.

91
92
93 **NEW BUSINESS: 7a) Discussion, Consideration, Action, and Approval of**
94 **Memorandum of Understanding between the Middle Rio Grande Council of Governments**
95 **for NMED Grant Agreement 16-A2295. Presenter: Andy Edmondson**

96
97 Andy Edmondson Public Works Director stated that the Memorandum of Understanding is so
98 that MRCOG is given the authority to be the fiscal agent for NMED Grant Agreement is for
99 \$100,000 Capital Outlay to be used for an Arsenic Treatment System at Well 2.

100
101 **ATTACHMENT A**

102
103 Mayor Torres asked if there were any questions concerning the Agreement.

104
105 There were none

106
107 Mayor Torres entertained a motion.

108
109 Councilor Dominguez moved to approve the Memorandum of Understanding for Middle Rio
110 Grande Council of Governments to be the fiscal agent for the NMED Grant Agreement 16-
111 A2295 for \$100,000 to be used for an Arsenic Treatment System at Well 2. The motion was
112 seconded by Councilor Jaramillo and the motion carried unanimously.

113
114
115 **NEW BUSINESS: 7b) Discussion, Consideration, Action, and Approval of**
116 **Memorandum of Understanding between the Middle Rio Grande Council of Governments**
117 **for a DFA Agreement 16-A2488. Presenter: Andy Edmondson**

118
119 Andy Edmondson Public Works Director stated that the Memorandum of Understanding
120 Between the Middle Rio Grande Council of Governments for a DFA Agreement 16-A2488 is for
121 \$40,000 to construct the concession stand at the Little League Fields.

122
123 **ATTACHMENT B**

124

125 Mayor Torres asked if there were any questions concerning the Agreement.

126

127 There were none

128

129 Mayor Torres entertained a motion.

130

131 Councilor Sisneros moved to approve the Memorandum of Understanding between the Middle
132 Rio Grande Council of Governments for a DFA Agreement 16-A2488 is for \$40,000 to construct
133 the concession stand at the Little League Fields. The motion was seconded by Councilor
134 Dominguez and the motion carried unanimously.

135

136 **NEW BUSINESS: 7c) Discussion, Consideration, Action and Adoption of**
137 **Resolution 08-22-16 Infrastructure Capital Improvement Plan 2018-2022 Projects.**
138 **Presenter: Andy Edmondson**

139

140

141 Town of Bernalillo

142 County of Sandoval

143 Resolution No. 08-22-16

144 **A Resolution Adopting an Infrastructure Capital Improvements Plan (ICIP)**

145

146 WHEREAS, The Town of Bernalillo recognizes that the financing of public capital projects has
147 become a major concern in New Mexico and nationally; and

148

149 WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and
150 maximize the use of existing resources; and

151

152 WHEREAS, systematic capital improvements planning is an effective tool for communities to
153 define their development needs, establish priorities and pursue concrete actions and strategies to
154 achieve necessary project development; and

155

156 WHEREAS, this process contributes to local and regional efforts in project identification and
157 selection in short and long range capital planning efforts; and

158

159 WHEREAS, a public hearing was held on August 15th to solicit comment and input from the
160 public.

161

162 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF BERNALILLO THAT

163

- 164 1. The Town of Bernalillo had adopted the attached Infrastructure Capital Improvement Plan, and
165 2. It is intended that the Plan be a working document and is the first of many steps toward
166 improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
167 3. The Town has identified the top six (6) priorities for this plan.

168
169 PASSED, APPROVED AND ADOPTED by the governing body at its meeting of August 22,
170 2016.

171

172 **TOP 6 List**

173 **1. Water Systems Improvements**

174 Replace and Installation of small diameter pipe, fire hydrants, and valves within the Town

175 **2. Rotary Park Road**

176 To design and construct roadway improvements including sidewalks and ADA access for
177 Rotary Park Road

178 **3. Roosevelt Campus Rehabilitation**

179 Plan to rehabilitate and restore the Roosevelt Campus

180 **4. Streetscape Phase 3**

181 Install street lights, sidewalks and handicap ramps on NM 313 between Calle Del Norte
182 and Presidente

183 **5. Utilities on 550**

184 Relocation of Utilities on 550 for US 550 bridge expansion

185 **6. Wastewater Treatment Plant Improvements**

186 Replace existing grit chamber and money for air addition to effluent line

187

188

189 Mayor Torres entertained a motion.

190

191 Councilor Prairie made a motion to adopt Resolution 08/22/16 A Resolution Adopting the
192 Infrastructure Capital Improvements Plan (ICIP). The motion was seconded by Councilor
193 Dominguez.

194

195 **ROLL CALL VOTE**

196

197 Councilor Dominguez Yea

198 Councilor Prairie Yea

199 Councilor Jaramillo Yea

200 Councilor Sisneros Yea

201

202

203 **FINANCIAL SECTION: 8a) Approval of Accounts Payable Voucher List.**
204 Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of
205 \$512,383.95.
206

207 Councilor Jaramillo made a motion to approve the accounts payable voucher list in the amount of
208 \$512,383.95. The motion was seconded by Councilor Sisneros and the motion carried
209 unanimously.
210

211 **MISCELLANEOUS SECTION: 9a) Public Comment.**
212 None
213
214

215 **MISCELLANEOUS SECTION: 9b) Announcements. Presenter: Mayor Torres**
216 Mayor Torres thanked all the staff that dealt with all the rain the Town received on Sunday. The
217 Fire Department the Police and Public Works were exceptional. 313 by Our Lady of Sorrows had
218 to be block off. Del Norte had to be blocked off as well due to the amount of water it received.
219

220 Andy Edmondson stated that the South Hill project is moving along the bore should be complete.
221

222 Andy Edmondson stated that the earth work has begun for the Little League Concession Stand.
223


224 Mayor Torres thanked the staff that assisted with the Fiesta's here at Town Hall, they were a
225 success and the comments he received were all positive.
226


227 Mayor Torres reminded everyone about the Brew Festival on Labor Day Weekend.
228

229 Mayor Torres mentioned the Mayors Benefit Dance on September 11th from 2:00 to 6:00.
230

231 There being no further business, Councilor Prairie moved to adjourn the meeting at 7:30 P.M.
232 The motion was seconded by Councilor Sisneros and carried unanimously.
233

234 Done this 22nd day of August 2016.
235
236

237 ATTEST
238 
239 _____
240 Ida Fierro, Town Clerk
 (seal)



 Jack S. Torres, Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Town of Bernalillo (Grantee)**

**AND
Mid-Region Council of Governments (Fiscal Agent)**

The purpose of this Memorandum of Understanding (hereinafter "MOU") is to confirm that The Grantee, Town of Bernalillo (hereinafter "Grantee") is working in collaboration with the Mid-Region Council of Governments, the designated Fiscal Agent (hereinafter "Fiscal Agent"), for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (hereinafter "NMED"). The special appropriation grant agreement number is 16-A2295-STB in the amount of \$100,000 and has been appropriated to purchase and install an arsenic treatment system for municipal drinking water well 2, in Bernalillo in Sandoval county. (hereinafter "Project").

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

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

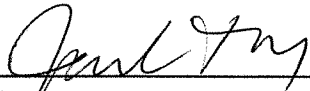
This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all appropriate close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a separate contractual agreement which sets forth duties and responsibilities of the parties related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

[THIS SPACE LEFT BLANK INTENTIONALLY]

ATTACHMENT "A"

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

GRANTEE:



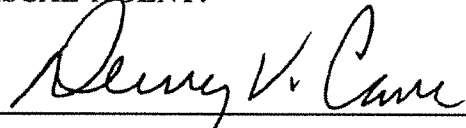
Signature of Official with Authority to Bind Grantee

By: Jack Torres
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Date: 08/22/16

FISCAL AGENT:

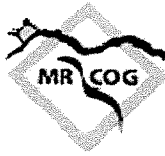


Signature of Official with Authority to Bind Grantee

By: Dewey V. Cave
(Type or Print Name)

Its: Executive Director
(Type or Print Title)

Date: 8/3/2016



**MEMORANDUM OF UNDERSTANDING BETWEEN THE
TOWN OF BERNALILLO
AND THE
MID REGION COUNCIL OF GOVERNMENTS**

This Agreement, hereinafter referred to as "MOU" is entered into on _____ day of _____, 2016 between the Mid Region Council of Governments ("MRCOG") a regional planning organization of the State of New Mexico and the TOWN OF BERNALILLO ("Town"), collectively referred to as the "Parties".

RECITALS

WHEREAS, MRCOG was established pursuant to the Regional Planning Act, Sections 3-56-1 NMSA 1978, et seq. and is the regional council of state planning and development district number 3 as provided in the Planning District Act, Sections 4-58-1 NMSA 1978, et seq. and is a local public body as defined in Article 6, Local Government Finances Section 6-6-1 NMSA 1978; and

WHEREAS, the Town is a member of MRCOG; and

WHEREAS, in reference to the Laws of 2016, Chapter 81, Section 22, Paragraph 175, a total of forty thousand dollars (\$40,000) was appropriated to the Local Government Division for Town Project: #16-A2488. Project #16-A2488 is funding to plan, design, construct and improve sports facilities located in the Town of Bernalillo in Sandoval County.

WHEREAS, Executive Order 2013-006 issued May 2, 2013 provides that a grantee for appropriations may not receive such funds if its audit does not meet certain requirements unless such funds are received by another appropriate entity acting as a fiscal agent; and,

WHEREAS, the Town requires assistance from a qualified local body to serve as fiscal agent to receive the legislative appropriations for the Project; and;

WHEREAS, the Town requires oversight with any and all contracts issued pursuant to any Request for Proposals or Invitation for Bids for the Project; and;

WHEREAS, MRCOG has the necessary expertise, staff and experience to serve as the fiscal agent to the Town and to oversee the Procurement Process including issuance of contracts and payment for services for the Project; and;

WHEREAS, the Town has requested that MRCOG serve as the fiscal agent and oversee the procurement process, issuance of any contracts and process payment for services for the Project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS IN THIS MOU, THE PARTIES AGREE AS FOLLOWS:

Section 1. DUTIES.

A. MRCOG:

MRCOG will provide the following administrative services for the Project.

1. MRCOG will provide oversight to the Town in preparing the request for bids or RFP in accordance with the NM Procurement Code, NMSA § 13-1-1 et. seq.
2. MRCOG shall appoint a staff liaison to coordinate with the purchasing agent designated by the Town to oversee the procurement process and administration of any contracts awarded for the Project.
3. The MRCOG procurement manager will approve invoices associated with the Project.
4. MRCOG shall ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement and shall assist the Town with reporting required by the appropriate New Mexico State Agencies.
5. MRCOG will charge the Town for direct labor costs that are associated with oversight of the Projects. **In no event shall the administrative fee be paid from the appropriations authorized by the Local Government Division of the Department of Finance and Administration and funded by the NM Legislature from Severance tax bond proceeds. The administrative fee shall be paid by the Town out of Town Funds.**

B. Town:

1. The Town will prepare and manage the Request For Bids ("RFB") or Request For Proposals ("RFP") pursuant to the state Procurement Code for all equipment purchases, design documents and the necessary information to issue a request for proposals or invitation to bid for the Project.
2. Upon completion of the Project, the equipment purchased shall be the property of the Town. All purchased equipment shall be placed on the Town's inventory.
3. The Town will designate a purchasing agent to oversee the issuance of the request for bids or RFP, manage the procurement process and administer any and all contracts issued for the Project. The purchasing agent will work in conjunction with the procurement manager provided by MRCOG.
4. The Town shall pay MRCOG for direct labor costs associated with oversight of the Projects. **In no event shall the administrative fee be paid from the appropriations authorized by the Local Government Division of the Department of Finance and Administration and funded by the NM Legislature from Severance tax bond proceeds. The administrative fee shall be paid by the Town out of Town Funds.**
5. The Town shall provide MRCOG with a copy of the executed grant agreement for the capital outlay project.

Section 2. COMPENSATION AND METHOD OF PAYMENT. The Town shall pay MRCOG an amount equal to the direct labor costs associated with oversight of the Project not to exceed 2.5 percent of the total amount of the appropriation. Payment shall be made on a payment schedule to be negotiated by the Parties, with final payment to be received upon completion of the Project.

Section 3. TERM. This agreement shall be from the date of approval to June 30, 2020 which is the reversion date for Appropriation #16-A2488. This agreement may be renewed or terminated upon the written consent of both parties.

Section 4. TERMINATION. Either party may terminate this MOU upon 30 days written notice. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.

Section 5. AMENDMENT. This MOU may be amended at any time by mutual agreement of the parties. Any amendment shall be in writing and executed by the Parties.

Section 6. COMPLIANCE WITH LAWS: The laws of the State of New Mexico shall govern this agreement, without giving effect to its choice of law provisions. Venue shall be proper in the Thirteenth Judicial District Court in Bernalillo, New Mexico.

Section 7. STATUS. MRCOG, its employees and agents performing the services pursuant to this MOU are not employees of the Town. The MRCOG and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Town vehicles, or any other benefits afforded to employees of the Town.

Section 8. ASSIGNMENT. The MRCOG shall not 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 both Parties.

Section 9. SUBCONTRACTING. The MRCOG may not subcontract portions of the services to be performed under this agreement without the prior written approval of the Town.

Section 10. APPROPRIATIONS. The terms of this MOU are contingent upon sufficient funds being made available by the Legislature of the State of New Mexico for the performance of this agreement. If sufficient funds are not made available, this MOU shall terminate. Termination pursuant to this section shall be effective upon written notice being given by the Town to MRCOG.

Section 11. RELEASE. The MRCOG, upon final payment of all amounts due under this MOU, shall release the Town, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this MOU.

Section 12. LIABILITY. Each Party shall be solely responsible for its own actions and for the actions of its employees, officers or agents under this MOU. Nothing herein shall be deemed to waive any and all limitations on liability and other protections under the New Mexico Tort Claims Act. All of the privileges and immunities from liability, exemptions from laws,

ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this MOU.

Section 13. SCOPE OF AGREEMENT. This MOU incorporates all the agreements and understandings between the Parties concerning its subject matter, and all agreements and understandings have been merged into this MOU. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this MOU is valid or enforceable unless included in this MOU.

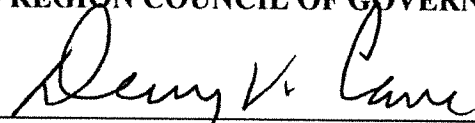
Section 14. NOTICE, The contact person for each Party and to whom any notice hereunder shall be given are as follows:

TOWN OF BERNALILLO
Andrew Edmondson
Director of Public Works
P O Box 638
Bernalillo, NM 87004
505-867-3311
505-867-0481 (fax)

MID REGION COUNCIL OF GOVERNMENTS
Dewey V. Cave, Executive Director
809 Copper Avenue, NW
Albuquerque, NM 87102
505-247-1750
505-247-1753 (fax)

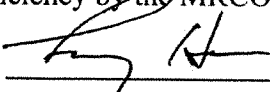
IN WITNESS WHEREOF, the parties have executed this MOU on the dates specified below.

MID REGION COUNCIL OF GOVERNMENTS

By: 
Dewey V. Cave, Executive Director

Date: 8-17-, 2016


Approved as to form and legal
sufficiency by the MRCOG legal counsel

By: 


Date: 8-17, 2016

TOWN OF BERNALILLO BOARD OF TRUSTEES

APPROVED, ADOPTED, AND PASSED on this 2nd day of August, 2016.



Jack S. Torres, Mayor



Attest: Ida Fierro, Town Clerk

Approved as to form and legal
sufficiency by the Bernalillo legal counsel

By: _____

Date: _____, 2016