

Town of Edgewood

Agenda

Regular Meeting

Tuesday, October 14, 2025 at 6:00 PM

Edgewood Town Hall Commission Chambers, 171A NM 344

Edgewood, NM

This meeting is held in-person. As a convenience, a meeting live-stream may be available but could be impacted by technology or internet signal. Click link for YouTube live-stream:

<https://www.youtube.com/@thetownofedgewoodnm/streams>

If you are an individual with a disability who needs a reader; amplifier; qualified sign language interpreter; or any other form of auxiliary aid or service to attend or participate in the hearing or meeting; please contact the Clerk at the Town Offices located at 171 NM Rd. 344 at least three (3) days prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the Town Clerk at (505) 286-4518 or by e-mail at clerk@edgewood-nm.gov if a summary or other type of accessible format is needed. The complete Commission packet may be viewed on the web; visit <https://edgewoodnm.portal.civicclerk.com/> to find Agenda materials.

A. WELCOME AND CALL TO ORDER

1. Roll Call (by Town Clerk or designee)
2. Invocation
3. Pledge of Allegiance
4. NM Flag Salute

B. APPROVAL OF AGENDA

C. PUBLIC COMMENT

D. CONSENT AGENDA

1. Approve/Amend/Disapprove Minutes
 - a. Minutes of September 19, 2025 Special Meeting
 - b. Minutes of September 23, 2025 Workshop
 - c. Minutes of September 23, 2025 Regular Meeting

E. PUBLIC PRESENTATION (10 MINUTE LIMIT)

1. Edgewood Lions Club

F. MATTERS FROM THE COMMISSIONERS

G. REPORTS

1. Community Liaison
2. Town Clerk-Treasurer
3. Chief of Police
4. Town Manager

H. ORDINANCES, RESOLUTIONS, AND ZONING

1. Commission to Review and Take Action on Resolution 2025-039 Authorizing a Budget Adjustment

I. NEW BUSINESS

1. Call for Public Hearings for Zoning Ordinance approvals
2. Range Road maintenance and future upgrades
3. Commission to Review and Take Action on CDM Smith Engineering Agreement

J. CLOSED SESSION

1. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1(H)(8) Discussion of the purchase, acquisition or disposal of real property or water rights (Hillcrest Master Plan)
2. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation of complaints or charges against any individual public employee. (Town Manager)

K. RETURN TO REGULAR SESSION

1. Action on Closed Session item(s), as needed

L. FUTURE MEETINGS

1. October 28, 2025
November 11, 2025 - Town holiday (reschedule)
November 25, 2025

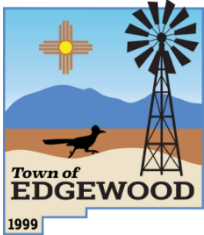
M. FUTURE EVENTS

1. Upcoming Town Events
 - Storytime & Craft @ Edgewood Library - Wednesday mornings (11:00am)
 - Teen Movie Nite @ Town Hall - Friday, Oct. 17 (6pm-9pm)
 - Autumn Makers Market @ Venus Park - Saturday, Oct. 18 (9:00am-3:00pm)
 - Dumpster Days @ Roads Dept. - Saturday and Sunday Oct 18 & 19 (9:00am-3:00pm)
 - Library Scavenger Hunt - October 21- 25 (during regular Library hours)

- Trunk or Treat @ Venus Park - Friday, Oct. 31 (6-9pm)
- Zombie 5K Fun Run & Walk @ Venus Park - Saturday, Nov. 1 (8am-10am)
- Twinkle Light Parade & Tree Lighting - Friday, Dec. 5 (6-9pm)

N. FINAL COMMENTS BY COMMISSIONERS

O. ADJOURNMENT



Town of Edgewood

Special Minutes

Friday, September 19, 2025 at 6:00 PM

The Town Commission met in Special session on Friday, September 19, 2025, at 6:00 PM in the 171 NM Rd 344
- .

A. WELCOME AND CALL TO ORDER

1. Roll Call (by Town Clerk or designee)

Roll Call: By Deputy Clerk Burke

Present: Commissioner Rariden, Commissioner Murillo, Commissioner Milligan, Commissioner Anaya,
Commissioner Brennan

Absent: None

Staff Present: Manager McCracken, Liason Burke, Chief Frost

2. Invocation

3. Pledge of Allegiance

4. NM Flag Salute

"I salute the flag of the state of New Mexico, the Zia symbol of perfect friendship among
united cultures."

B. PUBLIC COMMENT

- Helena Meyer: Stated she was not aware that she was on this agenda.

=====
Chair Brennan noted that the Agenda was missing the Approve Agenda item. Manager McCracken and Liason
Burke conferred and recommended not continuing the meeting in order to ensure compliance with Open
Meetings Act.

No action was taken and the meeting was adjourned at 6:07PM.

C. NEW BUSINESS

1. Clarification on Overtime Policies and Procedures

D. CLOSED SESSION

1. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel
Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation
of or the investigation of complaints or charges against any individual public employee.
(Executive Assistant Helena Meyer)

E. RETURN TO REGULAR SESSION

1. Action on Closed Session item(s), as needed

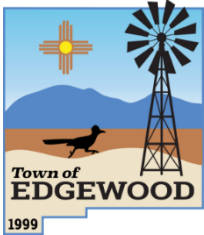
F. ADJOURNMENT

Meeting adjourned at 6:07PM.

Ken Brennan, Mayor

Attest:

Linda Burke, Deputy Clerk



Town of Edgewood

Workshop Minutes

Tuesday, September 23, 2025 at 5:00 PM

The Workshop met in Workshop session on Tuesday, September 23, 2025, at 5:00 PM in the Edgewood Town Hall Commission Chambers - 171A NM 344.

A. WELCOME AND CALL TO ORDER

Chair Brennan called the meeting to order at 5:06PM.

1. Roll Call (by Town Clerk or designee)

Roll Call: By Deputy Clerk Burke

Present: Commissioner Rariden, Commissioner Murillo, Commissioner Milligan, Commissioner Anaya, Commissioner Brennan

Absent: None

Staff Present: Manager McCracken, Liaison Burke

B. DISCUSSION

1. Ordinance to Protect Local Water Resources and Regulate Large Grass Areas and Golf Courses

Commissioners Brennan and Milligan brought the item and stated this very rough draft is to start conversation about conserving local water resources. Discussion included questions regarding:

- Purpose and who/what the regulations would address?
- Potential grass turf size limitations (proportion of lot/acreage)?
- Apply to government entities, residential or commercial; new development, grandfather existing development?
- Exclude agricultural/ranch lands?
- Encourage xeriscaping as water conserving element?
- Any impact to swimming pools, water features?
- Any impact to agrihood concept?
- Water study requirements?
- Possibly develop as update to Landscape ordinance?
- Possible performance standards to encourage water-conserving behaviors/development?
- Office of State Engineer 2019 - quality, quantity usage?
- Graywater reuse; Reclaimed water use?
- How can this support 2025 Comprehensive Plan water goals?
- Enforcement challenges?

Further discussion and considerations are needed to work toward a ready ordinance. Will bring back for future Workshop as recommendations for above items are researched and developed.

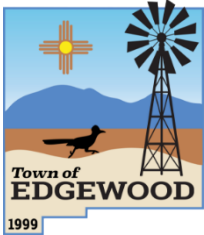
C. ADJOURNMENT

The Workshop adjourned at 5:50PM.

Ken Brennan, Mayor

Attest:

Linda Burke, Deputy Clerk



Town of Edgewood

Regular Minutes

Tuesday, September 23, 2025 at 6:00 PM

The Town Commission met in Regular session on Tuesday, September 23, 2025, at 6:00 PM in the 171 NM Rd 344 - .

A. WELCOME AND CALL TO ORDER

Chair Brennan called the meeting to order at 6:02PM.

1. Roll Call (by Town Clerk or designee)

Roll Call: Taken by Deputy Clerk Burke.

Present: Commissioner Rariden, Commissioner Murillo, Commissioner Milligan, Commissioner Anaya, Commissioner Brennan

Absent: none

Staff Present: Manager McCracken, Liaison Burke, Chief Frost

2. Invocation

3. Pledge of Allegiance

4. NM Flag Salute

"I salute the flag of the state of New Mexico, the Zia symbol of perfect friendship among united cultures."

B. APPROVAL OF AGENDA

ACTION TAKEN: Hearing no objections, the agenda was approved.

C. PUBLIC COMMENT

- Jean DeMarte (Edgewood) regarding frustration with commission-manager government.
- Jeffrey Lusk (Edgewood) regarding 19 Walker Rd development: increased traffic, parking, loss of privacy, and water pressure.
- Teresa Benton (Edgewood) regarding 2014 GO Bond, pedestrian bridge on Horton Rd, and check funding to pay down bond.
- Adam Bergstrasser (Edgewood) regarding Fall/Kennedy Rds. maintenance, Resolution 2024-010.

D. CONSENT AGENDA

ACTION TAKEN: Hearing no objections, the Consent Agenda was approved.

1. Approve/Amend/Disapprove Minutes
 - a. April 22, 2025 Workshop Minutes

- b. April 22, 2025 Regular Minutes
- c. April 24, 2025 Workshop Minutes
- d. April 26, 2025 Workshop Minutes
- e. May 5, 2025 Special Minutes
- f. September 9, 2025 Workshop Minutes
- g. September 9, 2025 Regular Minutes
- 2. Department Reports
 - a. Animal Shelter
 - b. Community Development
 - c. Community Library
 - d. Finance
 - e. Grants
 - f. Information Technology
 - g. Maintenance
 - h. Municipal Court
 - i. Parks & Recreation
 - j. Planning & Zoning
 - k. Roads
 - l. Wastewater Treatment

E. MATTERS FROM THE COMMISSIONERS

- **Commissioner Anaya:** inquired why some Minutes (in Consent Agenda) were delayed. Liaison Burke said it was noticed while updating historic records on the website, and review showed drafts were prepared but had not previously come for approval. Delay likely the result of transition from Clerk Jones to Interim Clerk Archuleta. Manager McCracken noted requirement is drafts prepared in 10 days, but approval can take longer for a variety of reasons. Commissioner Anaya requested a note be added to file regarding reason for delay.
- **Commissioner Milligan:** pass
- **Commissioner Rariden:** Thanks the staff and organizers of Summer Fest, very well organized, good band, everyone had fun.
- **Commissioner Murillo:** Appreciate outreach from community. Happy belated Constitution Day (9/17).
- **Commissioner Brennan:** Woofstock and Summer Fest both were great town events. Many animals

adopted, one of the biggest adoption events in the state.

F. REPORTS

1. Community Liaison

- Edgewood Town Hall sign is now up on building, took six months to get approval from Moriarty-Edgewood School District to add signage to the building.
- The Wayfinding & Branding survey is now open online. Representatives from NM Main Street attended Woofstock and Summer Fest to show options and gather survey input.
- Centennial Light Pole grants may be lost due to a constituent calling NM Tourism with a concern; still working with NMTD to rectify the situation and keep the grant.
- Grant has been submitted for Park Facilities Upgrades for roughly \$700,000 for updates to the Community Center and Venus Park Pavilion.
- New Edgewood billboard westbound outside of Santa Rosa is up (limited on copy to be compliant with NM Tourism grant). Shows South Mountain and hikers.
- Commissioner Anaya asked about Community Center condition. Liaison Burke gave a detailed description of issues and needed updates. She noted that although maintenance is good, the building is would benefit and be more useful with updates. Liaison Burke also described the proposed expansion and upgrades to Venus Park Pavilion included in the grant application.

2. Town Clerk-Treasurer

Not present.

3. Chief of Police

Chief Frost noted the Police Department report was uploaded to the packet and stood for questions. None asked.

4. Town Manager

- Manager McCracken offered information on new training module available through the municipal league.
- Extended seasonal use of Town Hall Attrium - community members are enjoying having tables available; however, will cover and store for winter to protect equipment.
- Town may work with school district for Venus Park to be used for Edgewood Middle School football as their field is not in adequate shape.
- The FY2023 Audit is wrapping up — final review of time sheets/payroll funding. FY2024 Audit is currently in process.
- Planning & Zoning will be bringing to Commission a number of already approved zone changes that need Town Commission ordinance to approve for zone map updates (from 2021-present).
- A construction project on Walker Road has raised some questions regarding a need to require developers to provide courtesy notice to neighbors of planned construction projects and construction times. May bring forward an update to the ordinance or a resolution to add that requirement.

G. NEW BUSINESS

1. Commission Approval to pay for Old Town Hall Renovations for NMSP

ACTION TAKEN: Commissioner Anaya made a motion to approve renovations to Old Town Hall for NM State Police. Commissioner Murillo seconded the motion.

Manager McCracken explained the cost of the upgrades would be rolled into NMSP building rent. NMSP cannot make the needed improvements to the building as tenants.

After discussion, Chair Brennan moved to the vote.

Vote: 5-Aye ; 0-Nay

MOTION PASSED.

2. PPRF-3125 Loan for Horton Pedestrian Bridge

Grants Coordinator Emelia Mulligan updated the Commission on \$545,000 available funds from 2014 GO Bond. In Aug. 2024, the Commission assigned those funds for the Horton Pedestrian Bridge. Per Dennis Engineering, town is on hold for bridge materials (multi-year backlog). Manager McCracken noted the GO Bond specifically named certain roads for the funds (Walker Rd., Horton, Rd. and Rainbow Rd.). Walker Rd has been completed, and Rainbow Rd. is currently in litigation. Finance Director Trina Page requested that the funds be re-assigned to avoid possible loss of grant funds. Commissioner Brennan asked about constructing the bridge abutments with the funds. Manager McCracken will check with DEC and also to see if it is possible to draw down funds.

3. Grants & Loans Tracking and Accountability

Commissioner Anaya stressed the importance of having a central tracking method for all grants for all departments. Commissioner Rariden pointed to the importance of a central tracking method as a backup to ensure deadlines are not missed and funding lost. Manager McCracken explained that having all project information in one place also allows more efficient processing because all numbers (grant and DFA) and names associated with projects are in one place.

4. Clarification of Overtime Policies and Procedures

Manager McCracken referred to presentation in the packet and the need to follow Fair Labor Standards Act regarding overtime pay calculations. Commissioner Anaya said the town just needs to follow federal law. Commissioner Murillo agreed, and added that a working group had met to discuss an SOP, as a previous interim process was not serving adequately. Manager McCracken said Finance would like to draft policy, since they handle the process. Commissioner Murillo shared his plan for the work group and referenced concerns made regarding conflicts of interest that had been raised, he felt he had none. Commissioner Rariden said the intent and spirit of the work group was to draft a policy. Manager McCracken clarified the issues raised were not conflict of interest, but nepotism, as several people in the group have ties to others impacted by the potential outcome, and another individual came forward who did not appreciate the tone and treatment of others in the work group meeting. Finance Director Page asked for a decision on overtime, referencing counting sick time as hours worked for overtime count. DFA says [if not corrected] can impact future grants and credit rating, and emphasized the need to follow the laws. Commissioner Anaya emphasized to just follow the law. Liaison Burke said the Town's personnel policy is in line with FLSA, but the interim policy is causing the problem. If the town can revert to its personnel policy, that would accommodate FLSA, and allow for regular

staff and law enforcement's Panama schedule (all allowed under FLSA). Chief Frost explained Panama schedule as 12 hr. shifts (60 hrs. one week, 24 hrs. the other week). Lt. Lovato explained that applying overtime pay after exceeding 80 hrs. per pay period has been town standard as an incentive for officers to work over 80 hours (longer shifts). Commissioner Anaya asked for clarification on sick time used as work time. Lt. Lovato explained former Clerk Jones had decided that sick time would count toward hours worked. Discussion followed on how/why sick time is being counted as work time (referenced interim policy memo from former Clerk Jones). Finance Director has raised concern that to continue to pay sick time as work time will not be fiscally sustainable with the recent EPD raise, and a decision will have to be made about continuing that (it was a six month trial). PERA issue/pick up is part of this problem as well. Manager McCracken shared that so far in FY26, it has cost an additional \$80k. Lt. Lovato mentioned grants that support EPD overtime. Commissioner Brennan stated that at a recent municipal league meeting he asked numerous clerks and treasurers about using sick time as compensable time; all said to use sick time as compensable time would lead to audit findings and cause problems. Commissioner Brennan emphasized following FLSA, requested work group meet to develop policy for overtime. Commissioner Anaya reminded all of the issue of nepotism or conflict that had been raised. Manager McCracken said the nepotism concern was because several people in the work group are related to or domestic partners to others that would be affected, there may be a perceived question of financial gain. Commissioner Anaya requested town manager get clarification from attorney on nepotism and conflict of interest before the group resumes work on policy. Manager McCracken to consult attorney regarding relationships of group members re: nepotism or conflict of interest, participation in group. Commissioner Rariden said all seem to agree must follow the law, the subsequent problem with PERA and social security also need to be addressed, the goal is to be compliant.

8:02PM Commissioner Anaya requested a 5 minute break. Commission agreed to short recess.

8:08PM Commission returned from break and resumed meeting.

Manager McCracken was asked to reach out to attorney and vet members of work group before resuming work on policy.

H. CLOSED SESSION

ACTION TAKEN: Commissioner Milligan made a motion to go into Closed Session. Commissioner Rariden seconded the motion.

Chair Brennan moved to the vote.

Roll Call Vote: Commissioner Rariden-AYE, Commissioner Murillo-AYE, Commissioner Milligan-AYE, Commissioner Anaya-AYE, Commissioner Brennan-AYE.

MOTION PASSED. Commission in Closed Session at 8:13PM.

1. As Per Motion and Roll Call Pursuant to NMSA Section 10-15-1 (H)(2) Limited Personnel Matters- the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation of complaints or charges against any individual public employee. (Executive Assistant Helena Meyer)

I. RETURN TO REGULAR SESSION

ACTION TAKEN: Commissioner Milligan made a motion to return to Regular Session. Commissioner Anaya seconded the motion.

Roll Call Vote: Commissioner Rariden-AYE, Commissioner Murillo-AYE, Commissioner Milligan-AYE, Commissioner Anaya-AYE, Commissioner Brennan-AYE.

MOTION PASSED. Commission returned to Open Session at 9:33PM.

All Commissioners affirmed only items listed for Closed Session were discussed and no decisions were made.

1. Action on Closed Session item(s), as needed.

No action taken.

J. FUTURE MEETINGS

1. UPCOMING:

- October 14 - Regular Town Commission Meeting 6PM
- October 28 - Regular Town Commission Meeting 6PM

K. FUTURE EVENTS

1. UPCOMING:

- Wednesdays - Story Time 11AM (Library)
- September 27 - Movie Matinée 12 (Library)
- September 27-28 - Dumpster Days 9AM-3PM (Road Department)
- October 4 - Bike Rodeo 2025 9AM-1PM (Town Hall)
- October 11 - Pumpkin Carving 11AM-2PM (Library)
- October 18 - Autumn Makers Market 2025 9AM-3PM (Venus Park)
- October 18-19 - Dumpster Days 9AM-3PM (Road Department)
- October 21-25 - Library Scavenger Hunt
- October 25 - Library Movie Matinée (Hocus Pocus) 12-2PM
- October 31 - Trunk or Treat 5-8PM (Venus Park)

L. FINAL COMMENTS BY COMMISSIONERS

None.

M. ADJOURNMENT

ACTION TAKEN: Commissioner Anaya made a motion to Adjourn. Commissioner Milligan seconded the motion.

Vote: 5-Aye; 0-Nay

MOTION PASSED. Meeting adjourned at 9:36PM.

Ken Brennan, Mayor

Attest:

Linda Burke, Deputy Clerk

Community Liaison Report

Oct 14, 2025

Events & Meetings

- **Commission Meetings** – 9/19, 9/23
- **Commission Workshop** – 9/23
- **NM Main Street (Wayfinding) Mtg** – 9/24
- **Woofstock/Summer Fest Coord.** – 9/19
- **Summer Fest** – 9/20
- **Personnel Policy Mtg** – 9/26
- **Summer Fest debrief** – 9/30
- **Economic Development Advisory Board** – 10/1
- **NMTD Centennial project contract mtg** – 9/29, 10/7
- **ADP Payroll Demonstration Meeting** – 10/6
- **Route 66 Centennial Committee** – 10/8
- **Marathon Pipeline** – 10/13

Media & Engagement

- **Social Media** – 26 Posts (83,098 views) - Content development, graphics, monitor, cross-post
- **Media Inquiries/Responses** - Reporters, Ad, Press Releases, and Features/Briefs
- **Website** – content updates/new pages/microsites, meetings/calendar updates, graphics, troubleshoot possible webform issue
- **Media and Promo Planning & Graphics/Content Creation** – develop promotional materials (Sept), schedule/coord. media for Summer/Fall Promotions and billboards.
 - “Discover Edgewood” weekly content and script writing/EMR ads
 - Billboard(s) – installation complete 9/18 (Santa Rosa); in grant reimbursement process
- **Job Opportunities** - update, monitor and manage postings for recruitment & Indeed
- **Constituent Services**
 - Construction, Utilities, and Roads updates
 - Answer calls, provide information; respond to emails.
 - Follow-up/respond to “Report an Issue” contacts/complaints; Share w/depts

Current Projects and Programs

- **Wayfinding & Branding** –Work w/NM Main Street experts/committee. Survey open, post for Survey input, NM MainStreet booth at Woofstock & Summer Fest for info/survey input.
- **Road Projects** – updates and information
- **Fall Events** – Start planning for/involve and transition to new Parks & Rec staff
 - Teen Movie Nite (Oct 17)
 - Trunk or Treat (Oct 31) and Zombie Run (Nov 1)
 - Twinkle Light Parade & Tree Lighting (Dec 5) – Route 66 Centennial Kick-Off

- **Route 66 Centennial Planning** – 2026 calendar of Edgewood events, Kick-Off event planning, town-organized events, and website Centennial pages.
- **FY2025 Q1 E-Newsletter**
- **Agendas & Minutes** – support Clerk (Commission) and Parks & Rec, Animal Welfare, and Economic Development.
- **Solid Waste Ordinance** – draft presented; group work for further review/updates
- **Water Protection/Landscape Ordinance** – consider additions or separate large grass ordinance, research questions.
- **HR Support** – recruitment, postings, interviews
- **Personnel Policy Handbook** – working w/committee to review, update, new sections.
- **Work Innovation & Opportunity Act program – training program** –Accepting candidates for Maintenance, Admin, Social Media, and Animal Care.
- **Social Media Policy**
- **Advisory Boards-** Seeking eligible members for open positions (Lodgers Tax, Econ. Dev, Animal Welfare)

Website-related Projects

- **Agendas, Meetings & Minutes Program** (Civic Clerk) – adding other departments/training.
- **Records Updates** – as time permits
- **Facilities & Recreation Program Management** (Civic Plus) site design in process; then content development. Anticipate 3-4 mo. until module launch.
- **Next Request** (Civic Plus) – on hold - Program to manage IPRA requests for Town and EPD. Anticipated timeline: 5 months. Implementation delayed (other projects). Will work with new Clerk-Treasurer to move this along.

Grant Projects

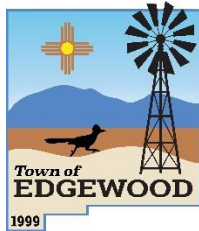
- **Centennial light pole** – grant contract executed, \$76,441. Project deadline 6/30/2026.
- **Community Center/Venus Park Improvements** – grant submitted, pending approval.
- **Memorial Garden** – survey development to begin, work with Parks & Rec/Maintenance

Long Range Projects in the Works

- **Water Planning** – Update meeting week of 10/22-25. Pending: 40-year water study from engineer; poss. SF County planning.
- **Career Exploration Program** –met with MESD new staff, will work together as possible on intern and career exploration opportunities for youth, possible job fair.

Clerk's Report October 14, 2025

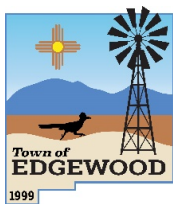
- I would like to thank the staff and governing body for the warm welcome during my first two weeks with the Town of Edgewood. There's a lot of information to absorb and lots to learn, but I look forward to working with everyone to get things sorted out and moved forward for the betterment of our Town.
- I've been learning local policies and procedures, as well as the differences between Manger/Commission and Mayor/Council forms of government. While there are many similarities, there are also some important differences.
- I have spent a good deal of time meeting with different departments and staff members and learning about particulars of the issues going on, and who needs support with what.
- I've also been working with the IT department to gain access to various tools and services needed to perform my duties.
- I've been informed of some HR matters that require attention, and have been investigating accordingly.
- Along with finance staff, I attended a demonstration with ADP for payroll services. Due to some of the issues over the past few years, outsourcing payroll to a third party may be the ideal solution while we work to clean up mistakes that were made in the past.
- The FY 23 Audit Exit Conference was held. After review by the Office of the State Auditor, the final report will be made available to the public. Work on the FY 24 audit has already begun.
- HR is working on an internal audit of the personnel files to ensure that everything is complete and accurate. This is a good practice to avoid difficulties down the line.
- HR also discovered that new employees had not been registered to the New Mexico New Hire website since 2023. Registering new employees to this website is a requirement for all employers. This has been corrected, and will be practiced for all new hires going forward.
- Finance and HR are working on a PERA audit to determine any discrepancies with PERA withholdings, payment and reporting over the past several years. This process was begun several months ago, and may take significant time, but we will work with PERA to make sure any errors are corrected. Measures have been put into place to ensure that PERA is currently being reported correctly.
- I will be attending a two-day IPRA Connect Conference in Albuquerque at the end of next week, and attending Master Municipal Clerk's Academy in Ruidoso during part of the following week.
- If anyone has any questions or concerns, please feel free to reach out to me directly. I'm here to help.



Town Manager Matters 1st meeting October 2025

- Open Positions:
 - Planning and Zoning Manager- pending interviews
 - Alternate Judge
- Filled Positions:
 - Road Laborer- 9/15/2025
 - Clerk-treasurer 9/29/2025
 - Roads Laborer- 9/29/2025
- Anniversaries:
 - Helena Meyer, Executive Assistant- 11/07/2022
 - Ryan Romero, Detective- 10/10/2023
 - Juan Del La Rosa, Animal Control- 10/16/2023
 - Rachel Salyers, Animal Shelter tech- 10/13/2024
 - Jeffery Maurer, Police Officer- 10/21/2024
 - Christina Montano, Administrative Assistant- 10/28/2024
 - James Reader, Information Technology- 10/28/2024
- Staff Training:
 - IPRA Conference- October 16th and 17th (Multiple Staff)
 - Clerk Conference- October 20th – 24th (Clerk, Community Liaison)
 - Infrastructure Conference-November 3rd – 7th (Public Works supervisors)
 - Procurement Training- In-house and outside.
- Events [Calendar | Edgewood, New Mexico](#)
 - Teen Movie Night- 10/17/2025 6pm Venus Park
 - Dumpster Day- 10/18 (10/19 if not full) Road Department
 - Autumn Makers Market- 10/18 Venus Park
 - Story Time- 10/22 11am Library
 - Library Scavenger Hunt 10/21-10/25
 - Trunk or Treat 10/31 6pm Venus Park
- Grants
 - PD requested help with two items due to IPRA volume
 - Tracking sent to Commission
 - Grant page added to website [Grants | Edgewood, New Mexico](#)
- Roads
 - Cactus Chip Sealed, waiting for fog seal
 - Kennedy/Fall Millings crushed and in process of repairing road
 - Nugent work has started
 - W. Venus project started- Albuquerque Asphalt- grant funded expect completion date 12/18/2025
 - Horton design complete- next phase planning
 - NMDOT Hardship sale- spent \$22,522

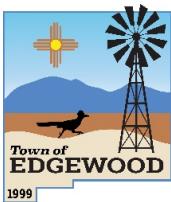
- 2004 Monroe Snowplow
 - 1991 MCT Trailer Lowboy
 - 2012 Chevy Tahoe (Roads offered to administration/Town Hall)
 - 1999 Warren Dump Truck
 - 1999 GMC Top Kick
 - Items are being used by Maintenance and Wastewater as well
- Wastewater
 - Working with grant coordinator on funding
 - Planning for PER implantation and movement forward
 - \$617,000 received to extend sewer line on RT 66
- Maintenance
 - Working to address items blocking roads and creating hazards
 - Mowing and addressing building maintenance
- Parks and Recreation
 - ECHO Ridge: Total construction was \$269,670.52, \$250,000 was grant funded
They widened the driveway and graded the parking lot. An ADA parking spot sign was added as well.
Installing a light pole, camera, and gate at E.C.H.O. Ridge Park to combat the littering issue. Work will start 10/13. It costs \$53,128.78 and is 100% grant funded.
 - Venus Park Restrooms: \$660,000 allotted for the bathrooms
Construction: \$430,942.27
Engineering: \$31,181.87
Total: \$462,124.14
This project was 100% grant funded
 - Mural being planned for 25 Celebration winners
 - Edgewood 7 trail project reinstated in review by NMDOT for 60%
 - Planning for improvements to parks and trail
 - Planning events for next year
- 40-year water study is in process
 - Received a request to discuss possible acquisition of water rights.
 - Status Meeting
- Lawsuits:
 - BERG- All items sent.
 - FATA- Hearing November 18, 2025
 - MESD- In discussion with school district for meeting
 - Milligan VS Town/Hill
 - Assigned, working on responses
 - Campbell Ranch appeal received 9/3/2025
 - Nidiffer vs Town/Hill/Valdez- sent to New Mexico Self Insurance Fund (NMSIF)



Town of Edgewood AGENDA REQUEST FORM

Submitted by:	Trina Page
Commission Meeting Date:	Tuesday, October 14, 2025
Agenda Item Title:	BAR
Action Requested of Commission:	Approval of BAR request
Background and Rationale:	Please see BAR attachment
Alternative plans if action denied:	Will need to ask for BAR from general fund
Name of person presenting:	Shaline Lopez - Treasurer
Department(s) involved:	Finance
Budget questions:	
• Line Item:	Fire Protection
• Fiscal Impact:	Budget does not change, only moving monies from one department to another.
• Addt'l Funding Sources:	

*Updated 2025-04-16
Created 2025-02-17*



**Town of Edgewood
AGENDA REQUEST FORM**

Staff Review:

***Staff
Recommendation:***

TOWN OF EDGEWOOD, NEW MEXICO

RESOLUTION NO. 2025-039

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT

WHEREAS, the Governing body in and for Town of Edgewood, State of New Mexico needs to adjust the current approved budget for fiscal year 2025 – 2026; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents were duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Governing Body that the adjusted budget meets the requirements as currently determined for fiscal year 2025-26,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF EDGEWOOD, NEW MEXICO, that the Town of Edgewood, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED, AND APPROVED BY THE GOVERNING BODY OF THE TOWN OF EDGEWOOD THIS 14th DAY OF OCTOBER 2025.

(SEAL)

Kenneth Brennan, Mayor

ATTEST:

Shaline Lopez, Clerk/Treasurer

Town of Edgewood
Schedule of Budget Adjustments for Fiscal Year Ending June 30, 2026
Resolution #

<i>Account Description</i>	<i>Account</i>	<i>Fund</i>	<i>Dept</i>	<i>Original Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Revised Budget</i>
Contract - Other Services	55999	11000	3002	\$ 250,000.00		\$ 188,100.00	\$ 61,900.00

<i>Account Description</i>	<i>Account</i>	<i>Fund</i>	<i>Dept</i>	<i>Original Budget</i>	<i>Increase</i>	<i>Decrease</i>	<i>Revised Budget</i>
Other Operating Costs	57999	11000	1001	500.00	20,000.00		25,000.00
Other Operating Costs	57999	11000	2006	10,000.00	14,000.00		24,000.00
Other Operating Costs	57999	11000	3004	25,000.00	23,600.00		48,600.00
Other Operating Costs	57999	11000	4003	38,771.00	25,000.00		63,771.00
Other Operating Costs	57999	21600	5002	25,000.00	16,500.00		41,500.00
Other Operating Costs	57999	50300	6005	61,000.00	2,000.00		63,000.00
Communication costs	56030	11000	2011	0.00	87,000.00		87,000.00
Total:					188,100.00		

This budget adjustment is to transfer money from a line item within the fire protection account # 11000-3002-55999, to allow us to use the funds in a different capacity than originally budgeted. We are increasing other operating costs to transfer funds from within their departments that may be in deficit due to an increase in employees, and to cover the additional benefits required for those employees to offset costs incurred during FY26 operations. Dept 1001 needs funds added to be taken out of the negative for other operating costs and to offset any future expenditures that may arise in FY26. The 2011 department requires additional funds due to being a new department and not having a clear understanding of the required amount until the first quarter for the FY26 budget setup.

11000-1001-57999-00000-0... Fiscal

Other Operating Costs 7/1/2025 - 6/30/2026

Summary	Post Date	Packet	Description	Amount	Module	Process	Period	Vendor Na	Cash Trans	Cash Trans	IFT	Source Tra	Source Pac	Journal Entr	Date Create
General	☒ =	A	A	=	A	A	A	A	A	A	☒	A	A	A	=
Segmentation															
Report Groups															
Notes															
Budget															
Summary															
Detail															
Period Distributi															
Adjustments															
Budget Notes															
History															
Detail															
Period Activity															
Fiscals															
Journal Entries															
Encumbrances															
Reserves															
	7/30/2025	GLPKT08	Financials Training	231.83	Accounts	APPayabl	July	Tyler Tech		<None>	☐	Item - 025	POPKT09		7/30/2025
	8/8/2025	GLPKT08	Full Court Enterprise License	3,079.53	Accounts	APPayabl	August	Avenu Insi		<None>	☐	Item - INV	POPKT10		8/8/2025
	8/14/2025	GLPKT08	NMML Annual Dues	4,193.75	Accounts	APPayabl	August	New Mexi		<None>	☐	Item - 150	POPKT10		8/14/2025
	9/23/2025	GLPKT09	NMGRT	512.46	Accounts	APPayabl	Septembe	Quality Re		<None>	☒	Item - 102	POPKT10		9/23/2025
	9/23/2025	GLPKT09	Install parking lot lights at Town Hall	1,614.04	Accounts	APPayabl	Septembe	Quality Re		<None>	☐	Item - 102	POPKT10		9/23/2025
	9/26/2025	GLPKT09	FullCourt Enterprise Licenses	2,995.70	Accounts	APPayabl	Septembe	Avenu Insi		<None>	☐	Item - INV	POPKT10		9/26/2025
	9/26/2025	GLPKT09	NMGRT	237.78	Accounts	APPayabl	Septembe	Avenu Insi		<None>	☐	Item - INV	POPKT10		9/26/2025

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 31 day of July 2025 (effective date) by and between the Town of Edgewood hereinafter referred to as the OWNER, and CDM Smith hereinafter referred to as the ENGINEER. This contract expires on July 31, 2030

The OWNER intends to construct a Project consisting of grant administration, planning, design, bidding and construction observation services for infrastructure, transportation and drainage improvement projects. These projects may be multi-phased as funding is secured.

- Water projects may include, but are not limited to, water supply improvements, distribution system improvements, water storage improvements and other improvements and if necessary, the preparation of a Preliminary Engineerin Report;

- Wastewater projects may include, but are not limited to, sewer collection lines, interceptor line improvements, lift station improvements, wastewater treatment and reuse improvements and if necessary, the preparation of a Preliminary Engineering Report.

- Other infrastructure project locations areas include those deemed necessary by the Town.

Additional engineering services which may be necessary include planning documents such as the preparation of Technical Documents, Permits and Reports, and Asset Management Plans.

in Santa Fe County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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SECTION B - ENGINEERING SERVICES

Engineer Services During the Planning Phase
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SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- ☐ Attachment I – Insurance - required
- ☐ Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This
phase expires on _____.
- ☐ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This
phase expires on _____.

- ☐ **Attachment IV - Engineering Services During the Construction Phase**
 Authorization to proceed date: This _____ day of _____, 20_____
 Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ **Attachment V - Engineering Services During the Operation Phase**
 Authorization to proceed date: This _____ day of _____, 20_____
 Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ **Attachment VI - Amendments to Agreements for Engineering Services**
 Authorization to proceed date: This _____ day of _____, 20_____
 Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.

☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may be become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

☒ None

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☐ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS
used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

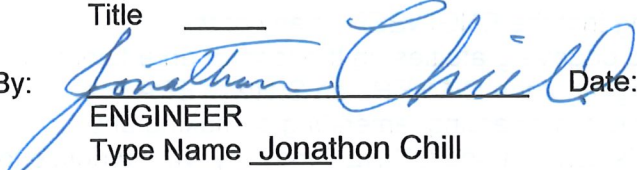
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____

OWNER

Type Name _____

Title _____

By:  Date: 7/31/2025

ENGINEER

Type Name Jonathon Chill

Title Principal, Client Service Leader

Address 6001 Indian School Road NE, Suite 310

Albuquerque, NM 87110

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____