Town of Edgewood

Agenda
Regular
Tuesday, February 25, 2025 @ 6:00 PM
Town Hall of Edgewood Commission Chambers - 171A State Rd. 344

This meeting is held in-person. As a convenience, a meeting livestream may be available but could be impacted by technology or internet signal. Click link for YouTube livestream: 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 A State 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://www.edgewood-nm.gov/index.php and click on Government, then Agendas and Minutes.

Page

I. WELCOME, INTRODUCTION, & ROLL CALL

A. Invocation

B. Pledge of Allegiance

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

II. AGENDA APPROVAL

III. PUBLIC COMMENTS

IV. CONSENT AGENDA

A. Approve/Amend/Disapprove Minutes/Check Report

i. Check Report 02.25.2024 — 5 - 29
2025.02.11 Regular Meeting Minutes

B. Department and Advisory Board Reports

i. Police — 30 - 37
20250204091051482

ii. Animal Control — 38 - 45
20250204091051482

iii. Municipal Court — 46 - 49
CH-AC-PRINT_002992

iv. Roads — 50

Roads Jan. report

v. Library 51 - 53
Library Report January FY25

vi. Parks and Recreation

vii. Maintenance

viii. Wastewater

ix. IT Technology

x. Community Development and Planning & Zoning

V. MATTERS FROM THE COMMISSIONERS

A. Patrick Milligan

B. Stephen Murillo

C. Phil Anaya

D. Ken Brennan

VI. MATTERS FROM THE CLERK-TREASURER

i. 02.25.2025 Clerk Update 54

VII. MATTERS FROM THE CHIEF OF POLICE

VIII. MATTERS FROM THE TOWN MANAGER

i. Town Manager 2nd February 2025 55 - 57
Proposals Staff
Agenda request form

IX. DISCUSSION AND ACTION ITEMS

i. Discussion/Action on selection of top candidates for Vacant Commission position.

ii. Discussion/ Action Call for a Public Hearing to amend Ordinance 2018-06 Animal Control Ordinance Article 5.8
Nuisances/Noise Violations

iii. Discussion/Action to re-schedule the Public Hearing to Amend the Library Advisory Board Ordinance to March 11 58 - 65
DRAFT Library Advisory Board Ordinance
11-14-23 Library Advisory Board Ordinance

iv. Discussion/Action on Approval to pay legal bills

v. Discussion/Action Interview Panel and Interview Date for Deputy Chief position

vi. Discussion/Action on Sewer Expansion Proposal

vii. Discussion and Approval of Grant Agreement SAP 23-H4246 66 - 91
SAP 23-H4246-STBR GRANT AGREEMENT

viii. Discussion / Approval of Resolution 2025-014 A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) 92

2025-014 Resolution for 23-H4246 MRCOG Fiscal Agent

ix. Discussion/Action to approving moving the April 8, 2025 Regular Commission Meeting to April 7 due to travel and training

X. CLOSED SESSION

i. As per Motion and Roll Call Pursuant to NMSA 1978 Section 10-15-1(H)(7)- Meetings Subject to attorney client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant regarding pending litigation. Specifically, McGill et. al. v John Bassett et. al. D-101-CV-202000328

As per Motion and Roll Call Pursuant to NMSA 1978 Section 10-15-1(H)(7)- Meetings Subject to attorney client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant regarding pending litigation. Specifically, TOE v MESD: D-101-CV-2024-01229

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 McCracken)

XI. DISCUSSION AND ACTION ITEMS

i. Actions on items mentioned above.

XII. FUTURE MEETINGS

March 6, 2025 - 2:00pm at Town Commission Chambers - Quasi-Judicial Hearing- Appeal of Approval of a Minor Subdivision
March 6, 2025 - 6:00pm at Town Commission Chambers- Public Hearing - Proposed Ordinance 2025-001 Constitutional Carry
March 11, 2025 - 6:00pm at Town Commission Chambers- Regular Commission Meeting
March 11, 2025 - 6:00pm at Town Commission Chambers- Public Hearing for Amendment to Library Ordinance
March 11, 2025 - 6:00pm at Town Commission Chambers- Quasi-Judicial Hearing - Application for Zone District Change
March 25, 2025 - 6:00pm at Town Commission Chambers- Regular Commission Meeting

XIII. FUTURE EVENTS

March 13, 2025 - 6:00pm at Estancia Valley Classical Academy (Independence Hall) - The COW (Community on the Way) Awards Annual Volunteer Awards
March 22, 2025 - 12:00pm at the Community Library - Movie Matinee- More Info to Come!

March 25-29, 2025- Library Scavenger Hunt

XIV. ADJOURN

Check Report

TOWN OF EDGEWOOD

By Check Number

Date Range: 02/07/2025 - 02/21/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Operating-AP Operating						
VEN01074	Dennis Engineering Company	02/20/2025	Regular	0.00	-21,401.23	33060
VEN01049	NM Retiree Health Care Authority	02/11/2025	Regular	0.00	10,468.79	33085

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0003280	Invoice	11/01/2024	NMRHCA Contrubtions	0.00	20.91
	21600-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	20.91	
INV0003389	Invoice	11/13/2024	NMRHCA Contrubtions	0.00	2,231.93
	11000-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	2,231.93	
INV0003525	Invoice	11/01/2024	NMRHCA Contrubtions	0.00	48.30
	11000-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	48.30	
INV0003577	Invoice	11/27/2024	NMRHCA Contrubtions	0.00	2,863.08
	11000-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	2,447.19	
	21600-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	353.68	
	50300-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	62.21	
INV0003578	Invoice	11/27/2024	NMRHCA Contrubtions	0.00	2,095.24
	11000-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	2,095.24	
INV0003625	Invoice	12/04/2024	NMRHCA Contrubtions	0.00	11.94
	11000-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	11.94	
INV0003626	Invoice	12/04/2024	NMRHCA Contrubtions	0.00	14.93
	11000-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	14.93	
INV0003712	Invoice	12/11/2024	NMRHCA Contrubtions	0.00	2,946.08
	11000-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	2,455.31	
	21600-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	428.56	
	50300-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	62.21	
INV0003713	Invoice	12/11/2024	NMRHCA Contrubtions	0.00	236.38
	11000-0001-21105-00000-00000	Retiree Health Care Payab..	NMRHCA Contributions	236.38	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01133	Justin Lovato	02/11/2025	Regular	0.00	220.37	33086

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
02.11.2025	Invoice	02/11/2025	BUSINESS CARDS FOR EWPD OFC T LONGL...	0.00	220.37
	11000-3001-56020-00000-00000	Supplies - General Office	BUSINESS CARDS FOR EWPD OFC..	220.37	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01164	Moriarty-Edgewood School District	02/11/2025	Regular	0.00	150.00	33087

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2510	Invoice	02/11/2025	Valentine's Masquerade Dance 2025	0.00	150.00
	11000-4003-57999-00000-00000	Other Operating Costs	Edgewood Middle School gym r...	150.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01200	Shamrock Supply	02/11/2025	Regular	0.00	4,090.72	33088

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
642415	Invoice	02/11/2025	CARPET CLEANER AND SOLUTION	0.00	4,090.72
	11000-2004-56999-00000-00000	Supplies - Other	CARPET CLEANER SOLUTION-CH...	221.76	
	11000-2004-58020-00000-00000	Equipment & Machinery	RAVEN SNIPER 500 PSI CARPET C...	1,000.00	
	11000-2006-58020-00000-00000	Equipment & Machinery	CARPET CLEANER SOLUTION-HA...	228.96	
	11000-2006-58020-00000-00000	Equipment & Machinery	RAVEN SNIPER 500 PSI CARPET C...	1,000.00	
	11000-3001-58020-00000-00000	Equipment & Machinery	RAVEN SNIPER 500 PSI CARPET C...	1,000.00	
	11000-3001-58020-00000-00000	Equipment & Machinery	CARPET CLEANER HAND TOOL	155.00	
	11000-4004-57999-00000-00000	Other Operating Costs	RAVEN SNIPER 500 PSI CARPET C...	485.00	

Check Report **Date Range: 02/07/2025 - 02/21/2025**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01151	Auto Zone, Inc	02/11/2025	Regular	0.00	233.99	33089

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
02248818392	Invoice	02/07/2025	Repair of WWTP Truck	0.00	233.99
	50300-6005-54040-00000-00000	Maintenance & Repairs - ...	Ignition Coil	233.99	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01086	ODP Business Solutions, LLC	02/11/2025	Regular	0.00	3,074.10	33090

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
401052695002	Invoice	02/06/2025	Multi-Department Office Supplies	0.00	393.99
	50300-6005-56999-00000-00000	Supplies - Other	S.O. Executives Office Chair	393.99	
408019292001	Invoice	02/06/2025	Multi-Department Supplies	0.00	86.18
	11000-2004-56020-00000-00000	Supplies - General Office	2025 Blue Sky Floral Calendar	39.98	
	11000-2004-56020-00000-00000	Supplies - General Office	160ct Dixie 12oz cups	46.20	
408027799001	Invoice	02/06/2025	Multi-Department Supplies	0.00	77.57
	11000-2004-56020-00000-00000	Supplies - General Office	Copy Paper for Finance	41.21	
	11000-2004-56020-00000-00000	Supplies - General Office	Canon Calculators	8.69	
	11000-2012-56020-00000-00000	Supplies - General Office	Westcott 2pk Scissors	10.29	
	11000-2012-56020-00000-00000	Supplies - General Office	Canon Calculators	17.38	
408027801001	Invoice	02/06/2025	Multi-Department Supplies	0.00	2,399.99
	11000-2004-56020-00000-00000	Supplies - General Office	Bush Business U Shaped corner ...	2,399.99	
408027820001	Invoice	02/06/2025	Multi-Department Supplies	0.00	116.37
	21600-5002-56040-00000-00000	Supplies - Furniture/Fixtu...	Otterbox Phone Cases	116.37	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01151	Auto Zone, Inc	02/11/2025	Regular	0.00	39.12	33091

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
02248815731	Invoice	02/06/2025	VEHICLE MAINT/SUPPLIES	0.00	39.12
	11000-3001-54040-00000-00000	Maintenance & Repairs - ...	VEHICLE MAINT/SUPPLIES	39.12	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01676	Professional Security Consultants, Inc	02/11/2025	Regular	0.00	202.28	33092

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
12256	Invoice	02/06/2025	SERVICE CALL/NEW BATTERY/NEW DOOR ...	0.00	202.28
	11000-3001-56090-00000-00000	Supplies - Safety	SERVICE CALL	105.00	
	11000-3001-56090-00000-00000	Supplies - Safety	12V BATTERY	97.28	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01407	ARMANDO CAMPOS	02/11/2025	Regular	0.00	305.03	33093

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
0000040933	Invoice	02/06/2025	Contribution Overage for PERA	0.00	305.03
	11000-3001-51020-00000-00000	Salaries - Full-Time Positi...	Contribution Overage for PERA	305.03	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01057	CDM Smith Inc	02/11/2025	Regular	0.00	4,305.00	33094

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
90225643	Invoice	02/06/2025	Invoices# 90225645 and 90225643	0.00	4,305.00
	39900-2002-58040-00000-00000	Infrastructure	Invoice# 90225643	4,305.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01586	Lee Holdings, Inc	02/11/2025	Regular	0.00	3,594.69	33095

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
47657	Invoice	02/06/2025	5101750- NM 344 Phase A/B Study Invoic...	0.00	3,594.69
	39900-2002-58040-00000-00000	Infrastructure	5101750- NM 344 Phase A/B St...	3,594.69	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01171	Western Surety Company	02/11/2025	Regular	0.00	100.00	33096

Check Report **Date Range: 02/07/2025 - 02/21/2025**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Payable Amount / Distribution Amount	Number
	Vendor Name		**Payment Date**	**Payment Type**	**Discount Amount**	**Payment Amount**	**Number**
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
64624696	Invoice	02/06/2025	Bond Premuim # 64624696		0.00	100.00	
	11000-2004-57070-00000-00000		Insurance - General Liabili...	Bond Premuim # 64624696		100.00	
VEN01008	Ingram Library Services		02/11/2025	Regular	0.00	276.28	33097
96341250	Invoice	02/06/2025	January 2025 Book Order		0.00	276.28	
	11000-4004-58070-00000-00000		Library/Museum Acquisiti...	Incase of Price Changes		3.00	
	11000-4004-58070-00000-00000		Library/Museum Acquisiti...	Books		273.28	
VEN01074	Dennis Engineering Company		02/11/2025	Regular	0.00	59,612.98	33098
10223a	Invoice	01/29/2025	Improvement invoices from 12/24-01/25		0.00	609.43	
	39900-2002-58040-00000-00000		Infrastructure	East Venus Road Improvements ...		609.43	
10230a	Invoice	01/29/2025	Improvement invoices from 12/24-01/25		0.00	1,229.80	
	39900-2002-58040-00000-00000		Infrastructure	Horton Road Improvements 202...		1,229.80	
10240a	Invoice	01/29/2025	Improvement invoices from 12/24-01/25		0.00	2,655.65	
	39900-2002-58040-00000-00000		Infrastructure	Nugent Road Improvements Invo..		2,655.65	
10267	Invoice	01/29/2025	Improvement invoices from 12/24-01/25		0.00	7,264.69	
	39900-2002-58040-00000-00000		Infrastructure	Venus Park Improvements Invoi...		7,264.69	
10268	Invoice	01/29/2025	Improvement invoices from 12/24-01/25		0.00	2,663.72	
	39900-2002-58040-00000-00000		Infrastructure	Steeplechase Drive Improvemen...		2,663.72	
10269	Invoice	01/29/2025	Improvement invoices from 12/24-01/25		0.00	2,109.45	
	39900-2002-58040-00000-00000		Infrastructure	Church Street Improvements In...		2,109.45	
10287	Invoice	01/29/2025	Improvement invoices from 12/24-01/25		0.00	1,291.50	
	39900-2002-58040-00000-00000		Infrastructure	East Venus Road Improvements ...		1,291.50	
10291	Invoice	01/29/2025	Improvement invoices from 12/24-01/25		0.00	41,788.74	
	39900-2002-58040-00000-00000		Infrastructure	Horton Road Improvements 202...		41,788.74	
VEN01007	Mutual of Omaha Insurance Company		02/11/2025	Regular	0.00	1,617.33	33099
01.01.2025	Invoice	01/29/2025	Insurance Premiums for Dec., Jan., and Fed.		0.00	539.11	
	11000-2004-52040-00000-00000		Life Insurance Premiums	Insurance Premiums for Jan.		539.11	
02.01.2025	Invoice	01/29/2025	Insurance Premiums for Dec., Jan., and Fed.		0.00	539.11	
	21600-5002-52040-00000-00000		Life Insurance Premiums	Insurance Premiums for Feb.		539.11	
12.01.2024	Invoice	01/29/2025	Insurance Premiums for Dec., Jan., and Fed.		0.00	539.11	
	11000-2004-52040-00000-00000		Life Insurance Premiums	Insurance Premiums for Dec.		539.11	
VEN01022	Document Technologies		02/11/2025	Regular	0.00	2,209.88	33100

Check Report **Date Range: 02/07/2025 - 02/21/2025**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
38488641	Invoice	02/05/2025	Document Technologies Printer/Copier M...	0.00	2,209.88	
	11000-1009-57999-00000-00000	Other Operating Costs	Brother Copier #U64647B3F9831..	182.37		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Lanier Copier #C738M641270 Cl...	167.37		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Brother Printer #U64644F2F491...	182.36		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Lanier Copier #C738M740978 Fi...	167.37		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Brother Printer #U64647A4F240...	182.37		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Ricoh Printer #5211PB00942 Fin...	182.36		
	11000-2006-57999-00000-00000	Other Operating Costs	Ricoh Copier #9173R400555 Ma...	182.37		
	11000-2012-57150-00000-00000	Subscriptions & Dues	Epson Printer #X67K001541 P&Z	263.83		
	11000-2012-57150-00000-00000	Subscriptions & Dues	Lanier Copier #C738M540069 P...	167.37		
	11000-3004-57999-00000-00000	Other Operating Costs	Brother Copier #U64647B3F983...	182.37		
	11000-4004-57999-00000-00000	Other Operating Costs	Brother Copier #U64647F2F853...	167.37		
	21600-5002-57999-00000-00000	Other Operating Costs	Brother Printer #U64647J2F907...	182.37		
VEN01657	MONARCH MOUNTAIN MINERALS & AGGREGA	02/11/2025	Regular	0.00	4,808.69	33101
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
30586791	Invoice	02/05/2025	Santa Fe red Ice Control for Road Dept.	0.00	806.72	
	11000-2004-57999-00000-00000	Other Operating Costs	Santa Fe red Ice Control for Road..	806.72		
30586792	Invoice	02/05/2025	Santa Fe red Ice Control for Road Dept.	0.00	783.12	
	11000-2004-57999-00000-00000	Other Operating Costs	Santa Fe red Ice Control for Road..	783.12		
30593093	Invoice	02/05/2025	Santa Fe red Ice Control for Road Dept.	0.00	794.67	
	11000-2004-57999-00000-00000	Other Operating Costs	Santa Fe red Ice Control for Road..	794.67		
30593094	Invoice	02/05/2025	Santa Fe red Ice Control for Road Dept.	0.00	807.39	
	11000-2004-57999-00000-00000	Other Operating Costs	Santa Fe red Ice Control for Road..	807.39		
30600519	Invoice	02/05/2025	Santa Fe red Ice Control for Road Dept.	0.00	802.37	
	11000-2004-57999-00000-00000	Other Operating Costs	Santa Fe red Ice Control for Road..	802.37		
30600520	Invoice	02/05/2025	Santa Fe red Ice Control for Road Dept.	0.00	814.42	
	11000-2004-57999-00000-00000	Other Operating Costs	Santa Fe red Ice Control for Road..	814.42		
VEN01315	Dell USA L.P.	02/11/2025	Regular	0.00	17,232.25	33102
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10797011087	Invoice	02/05/2025	IT - Dell Software Drives	0.00	17,232.25	
	11000-2004-56020-00000-00000	Supplies - General Office	PowerEdge R7625 Server	5,744.08		
	11000-2012-56020-00000-00000	Supplies - General Office	PowerEdge R7625 Server	5,744.09		
	11000-3001-56020-00000-00000	Supplies - General Office	PowerEdge R7625 Server	5,744.08		
VEN01052	Southwest Rubber Stamp	02/11/2025	Regular	0.00	163.57	33103
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
31925	Invoice	02/05/2025	name plates and mounts	0.00	163.57	
	11000-2004-56020-00000-00000	Supplies - General Office	shipping cost - priority mail	9.35		
	11000-2004-56020-00000-00000	Supplies - General Office	Name Plate with 2 lines	16.57		
	11000-2004-56020-00000-00000	Supplies - General Office	name plate with 2 lines and Mo...	137.65		
VEN01201	The Praetorian Group	02/11/2025	Regular	0.00	1,622.31	33104
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INVPRA11245759	Invoice	02/04/2025	POLICEONE ACADEMY ANNUAL RATE 17 O...	0.00	1,622.31	
	11000-3001-57150-00000-00000	Subscriptions & Dues	POLICEONE ACADEMY ANNUAL ...	1,622.31		
VEN01358	Dry Fly Enterprises, Inc	02/13/2025	Regular	0.00	19,804.00	33105

Check Report **Date Range: 02/07/2025 - 02/21/2025**

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Payable #	**Payable Type**	**Post Date**	**Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
IN72781	Invoice	02/13/2025	3yr License/Install and Setup of all Cameras			0.00	19,804.00	
	11000-2004-57999-00000-00000		Other Operating Costs	LIC-CAM-3 Year Camera License			19,324.80	
	11000-2004-57999-00000-00000		Other Operating Costs	Verkada #-Year Sensor License			479.20	
VEN01029	Santa Fe New Mexican		02/13/2025	Regular		0.00	210.75	33106
Payable #	**Payable Type**	**Post Date**	**Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
88580	Invoice	02/13/2025	Legal Notice for the Town of Edgewood			0.00	210.75	
	11000-2004-57999-00000-00000		Other Operating Costs	LEGAL #93416			194.80	
	11000-2004-57999-00000-00000		Other Operating Costs	NMGRT			15.95	
VEN01118	Kenneth D. Brennan		02/13/2025	Regular		0.00	387.80	33107
Payable #	**Payable Type**	**Post Date**	**Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
INV0004411	Invoice	02/13/2025	Mileage Reimbursements			0.00	232.40	
	11000-1001-53010-00000-00000		Travel - Elected Officials	Dan West NCRTD Conferences			232.40	
INV0004412	Invoice	02/13/2025	Mileage Reimbursements			0.00	155.40	
	11000-1001-53010-00000-00000		Travel - Elected Officials	House Gov. Elections for HB113			155.40	
VEN01045	County of Santa Fe		02/13/2025	Regular		0.00	440.00	33108
Payable #	**Payable Type**	**Post Date**	**Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
EDG 1-2025	Invoice	02/13/2025	Inmate Housing			0.00	440.00	
	20100-8003-57010-00000-00000		Care of Prisoners	Inmate Housing			440.00	
VEN01354	Wagner Equipment Company		02/13/2025	Regular		0.00	37.82	33109
Payable #	**Payable Type**	**Post Date**	**Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
P10C0915515	Invoice	02/13/2025	Supplies for Equipment			0.00	37.82	
	21600-5002-54040-00000-00000		Maintenance & Repairs - ...	Bolts			27.56	
	21600-5002-54040-00000-00000		Maintenance & Repairs - ...	Washers			10.26	
VEN01087	4Rivers Equipment LLC		02/13/2025	Regular		0.00	764.59	33110
Payable #	**Payable Type**	**Post Date**	**Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
INV0004415	Invoice	02/13/2025	Account Balance			0.00	764.59	
	21600-5002-54999-00000-00000		Other Maintenance	Account Balance			764.59	
VEN01038	Senergy Petroleum LLC		02/13/2025	Regular		0.00	2,403.52	33111
Payable #	**Payable Type**	**Post Date**	**Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
SEN-985373	Invoice	02/13/2025	Road Dept. Fuel			0.00	2,403.52	
	21600-5002-56120-00000-00000		Supplies - Vehicle Fuel	APA 400 Winter			22.50	
	21600-5002-56120-00000-00000		Supplies - Vehicle Fuel	Regulatory Compliance Fee			19.95	
	21600-5002-56120-00000-00000		Supplies - Vehicle Fuel	CLEAR-USLD #2			2,342.80	
	21600-5002-56120-00000-00000		Supplies - Vehicle Fuel	Fed Lust Tax			0.70	
	21600-5002-56120-00000-00000		Supplies - Vehicle Fuel	NM Product Fee			13.21	
	21600-5002-56120-00000-00000		Supplies - Vehicle Fuel	Federal Superfund Fee			2.85	
	21600-5002-56120-00000-00000		Supplies - Vehicle Fuel	Federal FER Fee			1.51	
VEN01059	Richardson Investment Inc		02/13/2025	Regular		0.00	258.92	33112
Payable #	**Payable Type**	**Post Date**	**Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**		
2053014/1	Invoice	02/13/2025	OPEN PO FOR EWPD UNIT REPAIR WORK			0.00	258.92	
	11000-3001-54040-00000-00000		Maintenance & Repairs - ...	OPEN PO FOR EWPD UNIT REPA...			258.92	
VEN01024	Administrative Office of the Courts		02/13/2025	Regular		0.00	2.00	33113

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Payable Amount / Distribution Amount	Number
	Account Number						
1-25	Invoice	02/13/2025	January Judicial Educational Fees		0.00	2.00	
	11000-0001-45020-00000-00000			Court Fines	January Judicial Educational Fees	2.00	
VEN01657	MONARCH MOUNTAIN MINERALS & AGGREGA		02/13/2025	Regular	0.00	4,727.33	33114
30607371	Invoice	02/12/2025	Santa Fe red Ice Control for Road Dept.		0.00	805.55	
	11000-2004-57999-00000-00000			Other Operating Costs	Santa Fe red Ice Control for Road..	805.55	
30607372	Invoice	02/12/2025	Santa Fe red Ice Control for Road Dept.		0.00	807.22	
	11000-2004-57999-00000-00000			Other Operating Costs	Santa Fe red Ice Control for Road..	807.22	
30614600	Invoice	02/13/2025	Santa Fe red Ice Control for Road Dept.		0.00	799.69	
	11000-2004-57999-00000-00000			Other Operating Costs	Santa Fe red Ice Control for Road..	799.69	
30614601	Invoice	02/13/2025	Santa Fe red Ice Control for Road Dept.		0.00	821.79	
	11000-2004-57999-00000-00000			Other Operating Costs	Santa Fe red Ice Control for Road..	821.79	
30620407	Invoice	02/12/2025	Santa Fe red Ice Control for Road Dept.		0.00	778.26	
	11000-2004-57999-00000-00000			Other Operating Costs	Santa Fe red Ice Control for Road..	778.26	
30620408	Invoice	02/12/2025	Santa Fe red Ice Control for Road Dept.		0.00	714.82	
	11000-2004-57999-00000-00000			Other Operating Costs	Santa Fe red Ice Control for Road..	714.82	
VEN01039	Scott Singletary		02/13/2025	Regular	0.00	733.60	33115
20002142-2	Invoice	02/13/2025	HVAC Repair - Replace Thermostat in Ken...		0.00	733.60	
	11000-3004-54010-00000-00000			Maintenance & Repairs - ...	Thermostat & Evaporative Coil C...	227.40	
	11000-3004-54010-00000-00000			Maintenance & Repairs - ...	Mileage (65.6 miles roundtrip x 2..	131.20	
	11000-3004-54010-00000-00000			Maintenance & Repairs - ...	HVAC Repair - Replace Thermos...	375.00	
VEN01086	ODP Business Solutions, LLC		02/13/2025	Regular	0.00	2,778.23	33116
407441055001	Invoice	02/12/2025	Chairs for the desks		0.00	2,455.84	
	11000-3001-56020-00000-00000			Supplies - General Office	MESH HIGH BACK FILP ARM CHA...	2,455.84	
408027816001	Invoice	02/13/2025	Multi-Department Supplies		0.00	249.98	
	11000-2012-56020-00000-00000			Supplies - General Office	Alpine Aluminum 18" hanging cl...	249.98	
408179951001	Invoice	02/13/2025	Kleenex, Mouse Pads, Folders		0.00	42.13	
	11000-3004-56020-00000-00000			Supplies - General Office	Kleenex (4 boxes)	30.18	
	11000-3004-56020-00000-00000			Supplies - General Office	2-Pocket Folders (10 ct.)	11.95	
408487238001	Invoice	02/13/2025	Kleenex, Mouse Pads, Folders		0.00	13.19	
	11000-3004-56020-00000-00000			Supplies - General Office	Allsop Mousepad (Tahoe)	13.19	
408487246001	Invoice	02/13/2025	Kleenex, Mouse Pads, Folders		0.00	17.09	
	11000-3004-56020-00000-00000			Supplies - General Office	OTM Essentials Mousepad (Fruit...	17.09	
VEN01029	Santa Fe New Mexican		02/13/2025	Regular	0.00	133.68	33117
87935	Invoice	02/12/2025	P&Z Meeting January 16, 2025, Ad		0.00	133.68	
	11000-5003-57090-00000-00000			Printing/Publishing/Adver...	P&Z Meeting Ad January 16, 20...	133.68	
VEN01403	STERICYCLE, INC.		02/13/2025	Regular	0.00	308.19	33118
8009854540	Invoice	02/12/2025	Shred-it Services		0.00	102.89	
	11000-3001-55999-00000-00000			Contract - Other Services	PD Medium Tote Regular Service	102.89	
8009855187	Invoice	02/12/2025	Shred-it Services		0.00	205.30	
	11000-2004-55999-00000-00000			Contract - Other Services	Town Hall Medium Tote Regular...	102.65	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	11000-2012-54999-00000-00000 Other Maintenance		P&Z Medium Tote		102.65	
VEN01342	DocTech	02/13/2025	Regular	0.00	101.95	33119
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
167447	Invoice	02/12/2025	Printer Service Agreement	0.00	101.95	
	11000-4004-57999-00000-00000	Other Operating Costs	COLOR PRINT CHARGES		54.45	
	11000-4004-57999-00000-00000	Other Operating Costs	Printer Service		47.50	
VEN01008	Ingram Library Services	02/13/2025	Regular	0.00	496.24	33120
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
86465695	Invoice	02/12/2025	Graphic Novel Order	0.00	102.12	
	11000-4004-58070-00000-00000	Library/Museum Acquisiti...	Books		101.50	
	11000-4004-58070-00000-00000	Library/Museum Acquisiti...	Potential Price Changes		0.62	
86465696	Invoice	02/12/2025	January 2025 Book Order	0.00	394.12	
	11000-4004-58070-00000-00000	Library/Museum Acquisiti...	Books		391.74	
	11000-4004-58070-00000-00000	Library/Museum Acquisiti...	Incase of Price Changes		2.38	
VEN01653	BRAY SALES, INC	02/13/2025	Regular	0.00	12,640.42	33121
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
220/60037521	Invoice	02/12/2025	Badger Meter Pumps- Replacing ABB	0.00	12,640.42	
	26000-2002-58999-00000-00000	Other Capital Purchases	BM 108-9858 Pump		12,640.42	
VEN01683	Vigilance Project	02/13/2025	Regular	0.00	550.00	33122
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1/28/25	Invoice	02/13/2025	EWPD OFC C QUINTANA NARCO CULTURE...	0.00	550.00	
	11000-3001-53030-00000-00000	Travel - Employees	MEXICAN CARTELS & NARCO CU...		550.00	
VEN01681	Adam Styles	02/17/2025	Regular	0.00	16.19	33123
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2.17.25	Invoice	02/17/2025	Educational Material for Position Certificat...	0.00	16.19	
	11000-2004-57050-00000-00000	Employee Training	MS-102 Microsoft 365 Admin Ex...		14.99	
	11000-2004-57050-00000-00000	Employee Training	NMGRT		1.20	
VEN01017	Coffeetime Bottled Water & Coffee Service	02/17/2025	Regular	0.00	51.16	33124
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
187313	Invoice	02/17/2025	Water Bill for Year	0.00	22.18	
	11000-2004-56020-00000-00000	Supplies - General Office	Water for FY 25 Admin		20.55	
	11000-2004-57999-00000-00000	Other Operating Costs	NMGRT		1.63	
187373	Invoice	02/17/2025	Water Bill for Year	0.00	28.98	
	11000-2004-56020-00000-00000	Supplies - General Office	Water for FY 25 Admin		26.85	
	11000-2004-57999-00000-00000	Other Operating Costs	NMGRT		2.13	
VEN01686	James Roy Salyers	02/17/2025	Regular	0.00	1,254.20	33125
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2.14.25	Invoice	02/14/2025	NACA ACO III Trianing Reimbursements	0.00	1,254.20	
	11000-3001-53030-00000-00000	Travel - Employees	Hotel Stay Reimbursement		427.52	
	11000-3001-53030-00000-00000	Travel - Employees	Training Reimbursement		495.00	
	11000-3001-53030-00000-00000	Travel - Employees	Meal Reimbursements		90.78	
	11000-3001-53030-00000-00000	Travel - Employees	Car Rental Reimbursement		240.90	
VEN01002	EPCOR Water Arizona Inc.	02/17/2025	Regular	0.00	281.46	33126

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Number	Account Name / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
2.5.25	Invoice	02/14/2025	Monthly Water Bill - All Departments			0.00	30.90	
				11000-2004-57173-00000-00000	Utilities - Water		30.90	
					Monthly Water Bill - Admin			
2.5.25 1	Invoice	02/14/2025	Monthly Water Bill - All Departments			0.00	93.64	
				11000-2004-57173-00000-00000	Utilities - Water		93.64	
					Monthly Water Bill - Admin			
2.5.25 2	Invoice	02/14/2025	Monthly Water Bill - All Departments			0.00	41.14	
				11000-3001-57173-00000-00000	Utilities - Water		41.14	
					Monthly Water Bill - PD			
2.5.25 3	Invoice	02/14/2025	Monthly Water Bill - All Departments			0.00	115.78	
				11000-3001-57173-00000-00000	Utilities - Water		115.78	
					Monthly Water Bill - PD			
VEN01027	Entranosa Water & Wastewater Co-operative		02/17/2025	Regular		0.00	13.00	33127
02.12.2025	Invoice	02/12/2025	Late Fee			0.00	13.00	
				21600-5002-54030-00000-00000	Maintenance & Repairs - ...		13.00	
					Late Fee			
VEN01063	Roadsafe Traffic Systems, Inc		02/17/2025	Regular		0.00	162.94	33128
229499	Invoice	02/12/2025	Signage Replacements			0.00	162.94	
				21600-5002-54050-00000-00000	Maintenance & Repair - F...		50.92	
					EAST WILLARD			
				21600-5002-54050-00000-00000	Maintenance & Repair - F...		50.92	
					HIGH MEADOW LP			
				21600-5002-54050-00000-00000	Maintenance & Repair - F...		61.10	
					PLAZA LP. CT			
VEN01098	Tony's Service Center		02/17/2025	Regular		0.00	53.00	33129
016817	Invoice	02/17/2025	PD TIRE REPAIRS			0.00	53.00	
				11000-3001-54040-00000-00000	Maintenance & Repairs - ...		53.00	
					PD TIRE REPAIRS			
VEN01017	Coffeetime Bottled Water & Coffee Service		02/17/2025	Regular		0.00	111.09	33130
187333	Invoice	02/17/2025	Water Bill for Year			0.00	111.09	
				11000-2004-57999-00000-00000	Other Operating Costs		8.64	
					NMGRT			
				11000-3001-56020-00000-00000	Supplies - General Office		102.45	
					Watere for FY 25 PD			
VEN01038	Senergy Petroleum LLC		02/17/2025	Regular		0.00	485.90	33131
SEN-988955	Invoice	02/17/2025	Diesel Exhaust Fluid			0.00	485.90	
				21600-5002-56120-00000-00000	Supplies - Vehicle Fuel		19.95	
					Regulatory Compliance Fee			
				21600-5002-56120-00000-00000	Supplies - Vehicle Fuel		290.95	
					Diesel Exhaust Fluid			
				21600-5002-56120-00000-00000	Supplies - Vehicle Fuel		175.00	
					Minimum Order Quantity			
VEN01075	Pitney Bowes		02/17/2025	Regular		0.00	62.37	33132
2.17.2025	Invoice	02/17/2025	Pitney Bowes Machine Postage for Year			0.00	62.37	
				11000-2004-57080-00000-00000	Postage		62.37	
					Postage Usage			
VEN01425	Eurofins Environment Testing South Central LLC		02/17/2025	Regular		0.00	209.87	33133
8850014746	Invoice	02/12/2025	E.Coli and Biochemical Oxygen Demand			0.00	209.87	
				50300-6005-55030-60001-00000	Wastewater Testing		209.87	
					E.Coli and Biochemical Oxygen ...			
VEN01034	HD SUPPLY, INC		02/18/2025	Regular		0.00	2,705.31	33134

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV00617187	Invoice	02/12/2025	Quote# QUOT1122473-1	0.00	474.43	
	50300-6005-54060-00000-00000	Maintenance Supplies	Freight	20.58		
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1122473-1 Banding 1/2" 1...	162.95		
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1122473-1 Band-it Tool	180.95		
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1122473-1 Band-it Buckles...	109.95		
INV00617252	Invoice	02/12/2025	QUOTE# QUOT1123496-1	0.00	552.04	
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1123496-1 Replacement ...	13.99		
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1123496-1 90 Degree Ell P...	51.30		
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1123496-1 Part A Adapter	114.54		
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1123496-1 Replacement ...	22.59		
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1123496-1 Part D Coupler	323.70		
	50300-6005-54060-00000-00000	Maintenance Supplies	Freight	25.92		
INV00617336	Invoice	02/12/2025	QUOTE# QUOT1123496-1	0.00	184.50	
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1123496-1 80 CPVC Male ...	184.50		
INV00622474	Invoice	02/17/2025	QUOTE# QUOT1123496-1	0.00	26.98	
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1123496-1 Shank Coupling	26.98		
INV00623364	Invoice	02/17/2025	QUOTE # QUOT1128661-2	0.00	1,467.36	
	50300-6005-54060-00000-00000	Maintenance Supplies	QUOT1128661-2 Stenner Series ...	1,467.36		
VEN01129	Scada Cloud Solutions LLC	02/18/2025	Regular	0.00	60.00	33135
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
00963	Invoice	02/17/2025	Monthly SCADA Hosting for WWTP for year	0.00	60.00	
	50300-6005-55030-00000-00000	Contract - Professional Se...	Monthly SCADA Hosting for WW...	60.00		
VEN01022	Document Technologies	02/18/2025	Regular	0.00	1,487.38	33136
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
38576832	Invoice	02/17/2025	Document Technologies Printer/Copier M...	0.00	1,487.38	
	11000-1009-57999-00000-00000	Other Operating Costs	Brother Copier #U64647B3F9831..	68.19		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Lanier Copier #C738M740978 Fi...	195.83		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Lanier Copier #C738M641270 Cl...	195.83		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Brother Printer #U64644F2F491...	68.20		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Brother Printer #U64647A4F240...	68.19		
	11000-2004-57150-00000-00000	Subscriptions & Dues	Ricoh Printer #5211PB00942 Fin...	68.20		
	11000-2006-57999-00000-00000	Other Operating Costs	Ricoh Copier #9173R400555 Ma...	68.20		
	11000-2012-57150-00000-00000	Subscriptions & Dues	Epson Printer #X67K001541 P&Z	226.69		
	11000-2012-57150-00000-00000	Subscriptions & Dues	Lanier Copier #C738M540069 P...	195.83		
	11000-3004-57999-00000-00000	Other Operating Costs	Brother Copier #U64647B3F983...	68.20		
	11000-4004-57999-00000-00000	Other Operating Costs	Brother Copier #U64647F2F853...	195.83		
	21600-5002-57999-00000-00000	Other Operating Costs	Brother Printer #U64647J2F907...	68.19		
VEN01184	Michaela Allen	02/18/2025	Regular	0.00	66.50	33137
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3173	Invoice	02/12/2025	Embroidery-Town of Edgewood Logo	0.00	66.50	
	50300-6005-56110-00000-00000	Supplies - Uniforms/Linen	Embroidery-Town of Edgewood ...	66.50		
VEN01605	MACY'S TOWING LLC	02/18/2025	Regular	0.00	527.36	33138
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12071	Invoice	02/11/2025	TOWING FEES - EWPD CASE NO: 25-000040	0.00	527.36	
	11000-3001-56999-00000-00000	Supplies - Other	TOWING FEES - EWPD CASE NO:...	527.36		
VEN01611	CENTRAL NEW MEXICO COMMUNITY COLLEGE	02/18/2025	Regular	0.00	4,000.00	33139

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
010703416	Invoice	02/11/2025	CADET MAURER ACADEMY TUITION	0.00	4,000.00	
	11000-3001-57150-00000-00000	Subscriptions & Dues	CADET MAURER ACADEMY TUIT...	4,000.00		
VEN01131	Day & Night Plumbing, Heating, Cooling LLC	02/18/2025	Regular	0.00	577.82	33140
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
33369837	Invoice	02/11/2025	PLUMBING ISSUE AT 21 MAIN ST - EWPD	0.00	577.82	
	11000-3001-54010-00000-00000	Maintenance & Repairs - ...	PLUMBING MATERIAL	99.38		
	11000-3001-54010-00000-00000	Maintenance & Repairs - ...	PLUMBING LABOR TAX	40.94		
	11000-3001-54010-00000-00000	Maintenance & Repairs - ...	PLUMBING LABOR	437.50		
VEN01268	Wells Fargo Card Service Payment Remittance (	02/18/2025	Regular	0.00	1,720.88	33141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2-12-2025	Invoice	02/12/2025	REFRIGERATORS FOR EWPD LOCATION	0.00	1,720.88	
	11000-3001-56020-00000-00000	Supplies - General Office	EWPD BREAKROOM REFRIGERA...	1,294.98		
	11000-3001-56020-00000-00000	Supplies - General Office	EWPD 2 SMALL OFC REFRIGERA...	425.90		
VEN01074	Dennis Engineering Company	02/20/2025	Regular	0.00	21,401.23	33142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10275	Invoice	02/06/2025	Improvement invoices from 12/24-01/25	0.00	21,401.23	
	39900-2002-58040-00000-00000	Infrastructure	Horton Road Pedestrian Bridge I...	21,401.23		
VEN01050	Voya Holdings Inc.	02/18/2025	Bank Draft	0.00	1,534.00	DFT0000220
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0004434	Invoice	02/18/2025	Voya Contributions	0.00	1,534.00	
	11000-0001-21104-00000-00000	Retirement Payables	Voya Contributions	1,534.00		
VEN01048	PERA	02/18/2025	Bank Draft	0.00	45,404.88	DFT0000221
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0004436	Invoice	02/18/2025	PERA Contributions	0.00	45,404.88	
	11000-0001-21104-00000-00000	Retirement Payables	PERA2 Contributions	16,775.93		
	11000-0001-21104-00000-00000	Retirement Payables	PERA5 Contributions	24,136.31		
	21600-0001-21104-00000-00000	Retirement Payables	PERA2 Contributions	4,006.38		
	50300-0001-21104-00000-00000	Retirement Payables	PERA2 Contributions	486.26		

Bank Code AP Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	58	0.00	196,354.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-21,401.23
Bank Drafts	2	2	0.00	46,938.88
EFT's	0	0	0.00	0.00
	106	**61**	**0.00**	**221,891.73**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	58	0.00	196,354.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-21,401.23
Bank Drafts	2	2	0.00	46,938.88
EFT's	0	0	0.00	0.00
	106	**61**	**0.00**	**221,891.73**

Fund Summary

Fund	Name	Period	Amount
99999	Pooled Cash	2/2025	221,891.73
			221,891.73

Town of Edgewood

Regular **Minutes**

Tuesday, February 11, 2025, 6:00

The Town of Edgewood Commission met in regular session on Tuesday, February 11, 2025, at 6:00 in the Town Hall of Edgewood Commission Chambers - 171A State Rd. 344.

I. WELCOME, INTRODUCTION, & ROLL CALL

Mayor Brennan called the meeting to order at 6:00 pm and welcomed everyone.

Roll Call:
Present: Commissioner Patrick Milligan, Commissioner Stephen Murillo, Commissioner Ken Brennan
Absent: Commissioner Filandro Anaya

Staff Present: Town Manager Nina McCracken, Town Clerk/Treasurer Michelle Jones, Community Liaison Linda Burke, Police Lieutenant David Lovato

A. Invocation

B. Pledge of Allegiance

C. NM Flag Salute

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

II. AGENDA APPROVAL

Town Manager McCracken requested to move agenda item IX. vii to be heard first. She also informed the Commission that Commissioner Anaya requested that agenda item ii before tabled to the next meeting. **ACTION TAKEN**: Commissioner Murillo made a motion to hear agenda item IX. vii first. Commissioner Milligan seconded the motion. All in favor. **MOTION CARRIED**

Chairman Brennan asked if there were any other amendments to the agenda. Hearing none, he deemed the agenda approved with the amendment as listed above.

III. PUBLIC COMMENTS

Resident Eugene Barela spoke about the Dillon's rule and presented the attached written statement.

A. Home Rule Charter
Dillon's Rule and the Birth of Home Rule

IV. CONSENT AGENDA

Chairman Brennan asked if there were any questions or requested amendments to the Consent Agenda. Hearing none, he deemed the Consent Agenda approved.

A. Approve/Amend/Disapprove Minutes/Check Report

i.

ii.

V. MATTERS FROM THE COMMISSIONERS

A. Patrick Milligan

Commissioner Milligan said that he has been a Legal Liaison for the town for a while now and he has been looking into the town's legal billing and he has notice some serious discrepancies. He said that he is now publicly calling for a full forensic audit of the town's legal billing/attorney fees.

B. Stephen Murillo

Commissioner Murillo thanked all who came out to the meeting. He congratulated the Library for their Build-a-Pal event. His children participated and were pretty excited about it!

C. Phil Anaya

Absent

D. Ken Brennan

Commissioner Brennan let everyone know that the Blue Bus routes will be expanding beginning February 17th. Usage will determine future expansions. The more we all use this service, the better off we will be. The next project is working with RIO METRO in Albuquerque.
And congratulations to the Eagles and sorry Chiefs.

VI. MATTERS FROM THE CLERK-TREASURER

Clerk Jones told the Commission that the 2nd qtr qtrly was submitted to DFA for approval.
She told the Commission that we are purchasing a new IPRA software module to assist us with the processing of IPRAs. It will cost $16,000.00 a year.
Lastly, she told the Commission that she is still processing reimbursements and waiting for approved reimbursements to hit our bank account.

VII. MATTERS FROM THE CHIEF OF POLICE

Lieutenant Lovato attended the meeting in the Chief's absence. He said that Animal Control is in need of a new vehicle and to be looking for the funding request soon.

VIII. MATTERS FROM THE TOWN MANAGER

Manager McCracken presented the attached written update

A. Town Manager 1st February 2025

IX. DISCUSSION AND ACTION ITEMS

A. Approval of Resolution 2025-010 Acceptance of Santa Fe County Vehicle Transfers (Town Manager McCracken)

Manager McCracken explained that we needed to accept the vehicles from Santa Fe County via Resolution.

Commissioner District 2 Stephen Murillo moved to Approve Resolution 2025-010 Acceptance of Santa Fe County Vehicle Transfers
Commissioner District 3 Patrick Milligan seconded the motion.

Commissioner Kenneth Brennan	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 3 to 0.

B. Discussion/Possible Action- Resolution 2025-009 Establishing Procedures for Seeking Legal Counsel (Commissioner Murillo, Commissioner Milligan)

Commissioners Murillo and Milligan explained the need for established procedures for seeking legal council. This resolution will solidify those procedures.

Commissioner District 2 Stephen Murillo moved to Approve Resolution 2025-009 Establishing Procedures for Seeking Legal Counsel as amended above.
Commissioner District 3 Patrick Milligan seconded the motion.

Commissioner Kenneth Brennan	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 3 to 0.

C. Discussion/ Possible Action - Re-schedule the Public Hearing to Approve 2025-001 Constitutional Carry Ordinance (Commissioner Murillo, Commissioner Milligan, Chief Jimenez)

Commissioner Murillo has presented a Resolution for Constitutional Carry that was passed by the Commission. He is requesting an Constitutional Carry Ordinance which requires a Public Hearing.

Commissioner District 2 Stephen Murillo moved to reschedule the Public Hearing to Approve Ordinance 2025-001 Constitutional Carry Ordinance to March 6, 2025.

Commissioner District 3 Patrick Milligan seconded the motion.

Commissioner Kenneth Brennan	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 3 to 0.

D. Discussion / Approval of Resolution 2025-013 FY25 Budget Adjustment (Clerk /Treasurer Jones)

Clerk Jones told the Commission that the Animal Shelter secured a grant from the ASPCA for $42.150.00. We need to add this amount to the revenues and expenditures for the shelter. Congratulations to the whole Animal Shelter team for securing this grant funding.

Commissioner District 3 Patrick Milligan moved to Approve Resolution 2025-013 FY 25 Budget Adjustment.
Commissioner District 2 Stephen Murillo seconded the motion.

Commissioner Kenneth Brennan	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 3 to 0.

E. Discussion / Action -Letter of Support - Intersection of NM-Hwy - 333 and NM- 217 (Commissioner Brennan)

Commissioner Brennan spoke about the dangers of this intersection and asked for approval of this letter of support to the DOT for more attention to this area.

Commissioner District 2 Stephen Murillo moved to send a Letter of Support for repairs to the Intersection of NM HWY 333 and NM 217.
Commissioner District 3 Patrick Milligan seconded the motion.

Commissioner Kenneth Brennan	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 3 to 0.

F. Call for a Public Hearing for the following ordinances:

- Solid Waste Ordinance
- Water Utility and Whosale Ordinance

Commissioner District 2 Stephen Murillo moved to schedule a PUBLIC HEARING on March 25th at 6:00pm for the Solid Waste Ordinance and the Water Utility and Wholesale Ordinance .
Commissioner District 3 Patrick Milligan seconded the motion.

Commissioner Kenneth Brennan	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 3 to 0.

G. Discussion / Approval of ABC Permits: NM Renaissance Celtic Festivals : Mystic Ambrosia, LLC, Quarter Celtic Brewpub, LLC, Skalitude Pollinator Sanctuary, Musich Entertainment, LLC, Dark Stranger Meadery LLC, Little Toad Creek, LLC, Sheehan Family Winery, LLC, GDD Holdings, LLC, (Town Manager McCracken)

Commissioner District 2 Stephen Murillo moved to Approve the ABC Permits for the NM Celtic Festivals.
Commissioner District 3 Patrick Milligan seconded the motion.

Commissioner Kenneth Brennan	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 3 to 0.

H. Discussion / Approval of Resolution 2025-012 Code of Ethics (Commissioner Milligan)

This resolution outlines government ethics, and guiding principles that are crucial for ensuring accountability, transparency, and integrity in public administration.

Commissioner District 3 Patrick Milligan moved to Approve Resolution 2025-012 Establishing Guiding Principles
Commissioner District 2 Stephen Murillo seconded the motion.

Commissioner Kenneth Brennan	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 3 to 0.

X. FUTURE MEETINGS

A. February 12th, 2025 @ 6pm Parks and Recreation Advisory Committee meeting in Town Hall

B. February 20th, 2025 @ 6pm Planning and Zoning Commission Meeting in the Town of Edgewood Commission Chambers

C. February 25th, 2025 @ 5pm Workshop and 6pm Town Commission Meeting in the Town of Edgewood Commission Chambers

XI. FUTURE EVENTS

A. Family Story Time every Wednesday in the Library

B. February 8th- Build-a-Pal Library event

C. February 15th- 6pm-9pm Teen Valentine's Masquerade Dance @ Edgewood Middle School hosted by Parks and Rec Teen Advisory Council.

D. February 22, 2022, 12pm-2pm Movie Matinee "Harold and the Purple Crayon" Edgewood Library.
Movie Matinee held every 4th Saturday of the month.

XII. ADJOURN

ACTION TAKEN: Commissioner Brennan made a motion to ADJOURN the February 11, 2025 Regular Meeting. Commissioner Milligan seconded the motion. All in favor. **MOTION CARRIED**

The Meeting Adjourned at 7:11pm.

ATTEST: _____ Ken Brennan, Mayor

_____
Michelle Jones, Clerk-Treasurer

Chapter 28

HOME RULE CHARTER

GENERAL

Article X, Section 6 (the Home Rule Amendment) of the New Mexico Constitution, adopted on November 3, 1970, makes any municipality which has adopted a charter since that time a "Home Rule" municipality. Only two municipalities with charters (Las Vegas and Silver City) are not "Home Rule" municipalities because their charters were adopted before the Constitutional amendment and new charters have not been adopted since.

WHAT IS HOME RULE?

Home Rule reverses the general rule, called "Dillon's Rule," regarding municipal powers (with some exceptions which are explained in the publications referred to in the next paragraph). Dillon's Rule says that a municipality is considered a creation of the state and, if it does not have Home Rule, a municipality has only those powers either granted by specific statutory authority, implied from some specific statutory grant, or essential to the objects and purposes of a municipality. On the other hand, if a municipality adopts a Home Rule charter, it may, in general, exercise any power or perform any function not expressly denied by statute or its own charter. Thus, the functions and duties of the Municipal Clerk in a Home Rule municipality may vary significantly from those of a Municipal Clerk in the statutory (non-Home Rule) municipality, and some portions of this manual may not be applicable.

What Home Rule authority means to a municipality, including exceptions, is explained in an out-of-print New Mexico Municipal League publication. The short brochure is entitled "Home Rule in New Mexico," and provides a concise and simplified explanation of Home Rule for the general information of mayors, governing body members, appointed officials, and interested citizens. Copies of this publication are available from the League office.

ADOPTING A CHARTER

Since any municipality in New Mexico may adopt a charter, every Municipal Clerk should have at least a general acquaintance with the charter adoption process, and with the Municipal Clerk's duties in relation to that process. The Municipal Charter Act (§§ 3-15-1 through 3-15-16) specifies the procedure to be followed.

Action toward adopting a municipal charter may be started either by receipt of a petition signed by 5% of all qualified electors (registered resident voters) or by action of the governing body, presumably by resolution. Either way it is started, the governing body appoints a charter commission to draft a proposed charter. The charter commission shall consist of not less than seven members and no more than a simple majority may belong to the same political party. The charter commission must file a proposed charter with the Municipal Clerk within 180 days of the date of its appointment (§ 3-15-5) and a municipal election on the proposed charter must be held within one year after the appointment of the charter commission (Article X, Section 6, NM Constitution).

The charter commission will file a draft charter with the municipal clerk for approval by the governing body. If the governing body disapproves the proposed charter, it is returned to the charter commission, who must revise it to meet the governing body's requirements and file the revised charter with the Municipal Clerk within 60 days. This procedure continues until the governing body approves the proposed charter (§ 3-15-9).

Once the governing body has approved the proposed charter, the mayor must, within five days after approval, issue a proclamation calling a special election on the question of charter adoption (§ 3-15-9). The election is conducted in the same manner as other special municipal elections, and the choices on the ballot must be "In favor of adoption of the charter" and "Against adoption of charter" (§ 3-15-10). Additional requirements include publication of the proposed charter once each week for four consecutive weeks, and distribution of at least 1,000 copies of the proposed charter at least three weeks before the election (§ 3-15-15).

If the majority vote at the election is in favor of adoption of the charter, the mayor must issue another proclamation calling for the election of any elective officers provided for in the charter. This election is to be held at least 10 days before the effective date of the charter, and is to be conducted in accordance with the provisions of the charter (§ 3-15-11). To the extent the charter does not provide election procedures, the election procedures in the Municipal Election Code must be followed.

DILLON'S RULE...AND THE BIRTH OF HOME RULE
by Diane Lang, Assistant Information Services Director
Reprinted from ***The Municipal Reporter****, December, 1991*

"Whoso desireth to discourse in a proper manner concerning corporated towns and communities must take in a great variety of matter and should be allowed a great deal of time and preparation...The subject is extensive and difficult."

Thomas Madox, British Historiographer, 1726 (The Law of Local Government Operations, Rhyne, p. 1)

Many of the inquiries the League staff receives have, at their root, the question of whether a municipality can exercise a particular power. The answers to these questions generally involve interpretations of the New Mexico statutes in light of something called "Dillon's Rule," named for Judge John Forest Dillon, a noted local government scholar. As the Chief Justice of the Iowa Supreme Court over l00 years ago, Judge Dillon authored two seminal opinions establishing the modern rule of law by which the powers of local government are evaluated.

Partly because Judge Dillon was considered to be a great authority on municipal law -- albeit one who distrusted local government – his rule was adopted by other state supreme courts and ultimately by the United States Supreme Court in the early twentieth century. Dillon's Rule became cemented into the legal system as a fundamental rule of statutory construction. It still is the most determinative factor in interpreting general and specific powers of non home rule municipalities in New Mexico as well as in most states around the country.

WHAT IS DILLON'S RULE?

Under Dillon's Rule, the state legislature is recognized as having plenary (complete) control over municipal government except as limited by the state or federal constitution. As a result of this complete legislative control, local government powers are quite limited and only extend to those powers which are:

(1) granted in express words;

(2) necessarily implied or necessarily incident to the powers expressly granted; and

(3) absolutely essential to the declared objects and purposes of the corporation – not simply convenient, but indispensable.

Dillon's Rule also establishes that any fair doubt by the courts as to the existence of a power is to be resolved against the municipality. In other words, if the power in-question isn't expressly authorized by the statute or the Constitution, or cannot be necessarily implied from a power that has already been authorized, it is presumed that a municipality does not have the power.

HISTORY OF STATE – LOCAL RELATIONS

In order to fully appreciate Dillon's Rule and its profound impact on the city-state relationship, one must focus upon the history of local-state legal relations in the years preceding it.

The modern municipal corporation, as we now know it, and its relationship to the state has developed over many centuries. From the ancient Egyptians living along the Nile, to the North American cliff dwellers, to the early Creeks and Romans, people have gathered together to form cities which became natural self-governing entities and logical seats of power. In fact, "the word 'municipal' is derived from the Roman 'municipium,' meaning a free city capable of governing its local affairs, even though subordinate to the sovereignty of Rome. In early England, the term was applied to self governing cities and towns; hence, from its origin, the word municipal connoted local self-government." *(The Law of Local Government Operations, Rhyne, p. I).*

The English municipal governments served as the model for the early American, pre-Revolutionary War colonial governments. In the mid-17th century, corporations or boroughs were formed by grant or charter by the governors of the various new world colonies. The boroughs were somewhat independent from the colonial legislatures and their charters were considered to be contracts, which could be changed only with the approval

of both the colonial legislature and the local municipal corporation. In practice, however, the relationship developed into one of direct control by the legislature over the individual boroughs.

After the Revolutionary War, cities and towns were formed by act of the state legislature. Those that existed before the Revolution continued, for the most part, to operate under their existing charters. New municipalities were created by the state legislature adopting a special or local law establishing a separate charter for each municipality. Even though, in theory, the state legislature retained direct control over municipalities, by custom the actual control was lax, primarily due to the fact that the county was still largely rural. Prior to 1820, there were no cities with a population of over 50,000. These fledgling cities did not yet engage in large-scale activities that merited extensive concern by the state legislature. In fact, local laws often reflected the lack of municipal services and activity (e.g., there were laws against animals running at large but pigs were often exempted because they ate the garbage in the streets). With relatively few functions performed by cities, not much regulation was necessary by the state.

The need for more municipal activity came with the explosive growth that transpired in the mid1800's. After the Civil War, the now united states began a metamorphosis from an agrarian society to an urbanized nation – the catalysts being the great waves of European immigration and the industrial revolution. Cities were not equipped to handle this overwhelming need for new infrastructure and services. The municipal governments were typically weak, not well organized, and public improvements did not function well. This made them easy victims for political machines and local bosses that led to a widespread and fundamental corruption in municipal government. Cities came to be viewed as the core of all that was wrong with society.

Accordingly, the state legislatures were reluctant to confer upon municipalities the powers necessary to professionally address the new and complex problems they faced. It was in 1868, amidst the backdrop of this corruption – the lowest point in the history of this nation's municipalities – that Judge Dillon issued his two famous opinions. Because of the rampant corruption in cities, he had little faith in local government and local officials' abilities and, thus, his opinions reflected the view that cities are creatures of the state and must be limited to those powers specifically granted to them by state laws or constitutions.

INHERENT RIGHT OF LOCAL SELF–GOVERNMENT THEORY

Prior to Dillon's Rule, when legislatures had first begun to exercise greater control over municipal matters, opponents of this growing state control had emerged. Led by Judge Thomas Cooley of the Michigan Supreme Court, they argued that municipalities possessed an "inherent right of local self-government." They contended that such a power could be traced historically to colonial days when municipalities were created to govern their own affairs.

Further, the proponents of the inherent right of local self-government argued that the framers of the state constitutions intended to recognize this right as it existed in the colonial era unless the right was specifically rejected in a state's constitution.

The inherent right to self-government rule was, in fact, adopted by the courts in several states. By the mid-1800s, the extent to which the state legislature could control municipal government had become an issue that most state courts would eventually be forced to decide.

WHY DILLON'S RULE PREVAILED

Many factors probably contributed to the fact that Dillon's Rule was the theory that was eventually adopted by the courts. The prevailing view of that time was that the state legislature should have the ultimate authority and control over municipal affairs. The sad plight of the cities at that time most certainly strongly reinforced that notion. Judge Dillon being a very highly respected authority on municipal law was also no small factor. During the mid-1800s, it would have been difficult for Judge Dillon and others to imagine any other kind of system that could work in practice other than plenary control of the state over the municipalities.

RESPONSE OF STATE LEGISLATURES

With Dillon's Rule firmly in place as the accepted theory, there was no constitutional check on the state legislatures' power to become deeply involved in municipal matters of purely local concern. The state legislatures began enacting innumerable local or special laws to apply to individual municipalities and even to an individual department within a single municipality. They very frequently amended city charters – granting powers, then taking them away controlling minute details of municipal functions – all with hardly any consistency from one city to another. Municipal governments were reorganized on a regular basis.

Ironically, these special laws also allowed the state legislators to enhance their own power by rewarding their friends, penalizing their foes and, in general, by taking advantage of the corruption in municipalities. Corrupt local and state political machines often worked hand in hand with one another.

As the state legislatures necessarily devoted more and more of their time to the details of local government, they found less and less time to deal with substantial matters of state policy. The result of all this was unnecessary meddling in local affairs by the state, lack of uniformity in local government, increased corruption and a failure to provide for professional local self-government.

THE BIRTH OF HOME RULE

In response to these conditions, and other abuses of local and special laws, many state constitutions were amended to limit the use of these local and special laws. In some states they were completely prohibited; in others they were allowed for certain enumerated purposes or when the subject matter would not be capable of treatment in a general law. States then began authorizing incorporation of municipalities under general laws instead of individual charters. As early as 1884, the Territory of New Mexico allowed municipalities to incorporate via procedures established by general law.

The New Mexico Constitution, adopted January 21, 1911, strictly limited the Legislature's authority to enact local and special laws [Article IV, Section 24].

The intent of such constitutional limitations on special and local legislation was, in part, to eliminate the use of such laws to unduly interfere in municipalities' local affairs and to ameliorate some of the worst abuses. However, since these states did not at the same time amend their constitutions to grant more local powers to the municipalities, a void was created. The state legislature's power was limited but a corresponding amount of power was not delegated to municipalities in order to enable them to respond properly to local problems. There was no affirmative strong role granted to local government in reaction to the limitation on state legislative power.

It became evident to municipal reformers that a new relationship between state and local government was necessary which would allow local matters to be handled at the municipal level without the need for constant state special or local legislation. The reformers created a new concept of local control, which incorporated part of the inherent right to local self-government rule, yet retained a part of the sovereignty of the states. That new principle became known as home rule.

WHAT IS HOME RULE?

In very general terms, home rule can be defined as the transfer of power from the state to units of local government for the purpose of implementing local self-government. In most states, it also provides those local governments with some measure of freedom from state interference as well as some ability to exercise powers and perform functions without a prior express delegation of authority from the state.

Home rule has taken various forms around the country in the over 40 states that have adopted it. The New Mexico home rule provision (N.M. Constitution, Article X, Section 6) was passed by the electorate in 1970 and follows what is known as the devolution of powers model. Under this model the state constitution authorizes the citizens of a municipality to adopt a home rule charter. Upon adoption of such a charter, the constitution automatically grants or devolves upon such a municipality all powers which the legislature could grant or devolve.

To counterbalance this broad constitutional grant of powers, the state constitution also empowers the legislature to enact statutes that limit or prohibit the exercise of powers by local governments.

Whereas under Dillon's Rule it is assumed that a city does not have a particular power unless granted by the legislature, broadly speaking, the opposite is true with home rule. Under home rule, it is assumed that a municipality has a power unless it is expressly denied by state statute or constitution.

BENEFITS OF HOME RULE

Although home rule may not be the choice for all municipalities, it can be advantageous for many reasons. Advocates cite the ability to act more quickly and effectively to solve local problems, rather than waiting for state enabling legislation. Home rule can be a tool municipalities can use to respond to complex local problems with creative solutions. Home rule empowers local officials to solve local problems, leaving state legislators free to address issues of primarily statewide concern. It allows communities the freedom to choose the best form of government to best suit their needs.

New Mexico has six municipalities which have elected to become home rule and two more are presently considering it. The remaining 93 still operate under Dillon's Rule. ***(This should read: New Mexico has 10 municipalities that have elected to become home rule cities and two chartered cities. The remaining 90 operate under Dillon's Rule.)***

Even though New Mexico is a "home rule" state, Mr. Dillon's principles are alive and well here. For instance, New Mexico courts have chosen, thus far, to rule against home rule powers in specific areas such as zoning. It is ironic that here and elsewhere around the country, the judiciary has been more reluctant than the state legislature to provide any real teeth to home rule, especially since it was the legislature who created it at the expense of their own power.

Needless to say, times have changed drastically since Judge Dillon issued his opinions. Professional management of municipalities has replaced the corrupt political machines of the 1800s. Many federal laws, state statutes and court cases effectively guard against the worst abuses of the system by regulating open meetings, finance, personnel administration, etc. Amazingly, the past two New Mexico legislative sessions have seen the introduction of bills which would have not only severely restricted or completely abolished home rule powers, but also would have even restricted statutory municipal powers to an extent greater than Dillon's Rule by limiting municipal powers to only those explicitly expressed in Chapter 3, NMSA 1978.

WHAT ABOUT THE FUTURE?

We live in an era of increasingly complex and intricate problems. As states and the federal government cut back on program funding, municipalities are required to fill in the gaps as well as respond to federal mandates. Municipalities need to continue to move forward with the tools to implement new and creative solutions. They need the power and authority to adequately perform their rightful functions and to fulfill their role as full, participating partners with the state and federal government.

Back in 1914 at the National Municipal League's annual meeting, then President William Dudley Foulke spoke in a pro-home rule speech on the wisdom of a sufficient amount of local autonomy. Although his language is a bit archaic, he strikes a chord with his analogy to man and life which is even more relevant today:

"In the words of Judge Dillon, 'Cities possess no powers or faculties not conferred upon them by the law which creates them or other statutes applicable to them.'

"Now an organization which has its form and character thus impressed upon it by an outside body is more like a plaster than a living organism, and whatever life it has is stunted. Just as a man's individuality is dwarfed if in every act he must perform the will of a master, so the individuality of a city is necessarily stunted if in all that it does it is the mere creature and servant of the state. In organic life, all normal and healthy growth comes from within. It is the development of that which we know as the life principle, and while the sunshine, the air and the nutriment are supplied from the outside world, yet the power transmuting these into the thing which grows and develops and becomes a new form and living substance – that comes from this internal vital principle. It is more apt to be cramped than stimulated by outside interference and control, and unless it can have a certain liberty of action, all growth is impossible.

"In a general way, a city, like a man, can be trusted to do that which is for its own benefit more certainly than any outside instrumentality can be trusted to do good to it against its will. In the long run we can more safety trust liberty than autocracy."

4 National Municipal Review 13, 14 (1915)

Town Manager Matters 1st meeting February 2025

- Open Positions:
  - Grants Coordinator (Interviews being held).
- COW awards posted for nominations.
- State of the Town address is being compiled. Need date to present.
- Continued efforts to standardize templates, reports and SOPs.
  - Long term process
- Water
  - DEC working on 40 year water study for the Town.
  - Water Utility/Wholesale Ordinance.
  - Meeting with Santa Fe County on joint effort for water security.
    - Have met once have another meeting scheduled.
- Trash
  - Ordinance coming forward
  - Future agenda will discuss the needs of the community and possible partnerships for options for waste disposal.
- Senate and Legislative Capital Outlay reps have reached out to verify needs of the Town.
- Municipal Day in Santa Fe has been booked for appointed and elected Officials.

Edgewood Police Department

Making Edgewood Better Together
Roger P. Jimenez, Chief of Police

January 2025
Commission Report

Police Department & Animal Control/Shelter
Overall Statistics

January 2025

	Current Month	Last Month	Trend Month V. Month
Calls for Service	568	486	14.4%
Dispatched	265	246	7.1%
Self-Initiated	303	240	20.8%
Traffic Stops	178	132	25.8%
Offense Reports	47	31	34%
Crash Reports	17	26	-53%
Arrest	21	32	-52%
Response Times		See Log	
Animals Taken in	24	43	-79%
Adopted	14	12	14.3%
Calls for Service	40	40	0%
Reclaimed	8	7	12.5%
Volunteer Hrs.	71	35	50.7%

COMMUNICATIONS

Response Time Report

Agency: EDPD, Call date/Time range: 01/01/2025 - 01/31/2025

			Time In Minutes				
Time of Day	Priority	# of Calls	Dispatch Delay	Travel Time	Response Time	At Scene Time	Service Time
0700-1059	P	3	1.43	2.79	4.22	56.83	59.62
	1	5	3.43	5.38	8.81	6.95	12.33
	2	4	6.20	2.79	8.99	18.77	21.56
	3 +	90	16.37	5.98	22.35	17.64	23.62
	Avg.	102	14.90	5.73	20.63	18.31	24.04
1100-1459	P	1	0.87	4.90	5.77	9.10	14.00
	1	8	7.27	7.31	14.58	12.40	19.71
	2	9	15.04	9.48	24.52	23.41	32.89
	3 +	84	4.78	4.97	9.75	28.06	33.03
	Avg.	102	5.84	5.55	11.39	26.23	31.78
1500-1859	P	0	0.00	0.00	0.00	0.00	0.00
	1	13	7.33	13.22	20.55	14.56	27.78
	2	8	7.02	3.42	10.44	33.36	36.78
	3 +	112	3.23	2.55	5.78	20.14	22.69
	Avg.	133	3.86	3.64	7.50	20.39	24.03
1900-2259	P	1	0.02	0.00	0.02	9.82	9.82
	1	13	2.46	4.53	6.99	27.42	31.95
	2	3	17.14	8.35	25.49	5.69	14.04
	3 +	76	2.62	3.69	6.31	18.72	22.41
	Avg.	93	3.03	3.92	6.95	19.42	23.34
2300-0259	P	0	0.00	0.00	0.00	0.00	0.00
	1	7	1.48	1.60	3.08	42.16	43.76
	2	2	3.37	19.27	22.64	28.06	47.33
	3 +	43	1.75	5.09	6.84	12.62	17.71
	Avg.	52	1.78	5.17	6.95	17.19	22.36
0300-0659	P	1	0.65	6.27	6.92	9.23	15.50
	1	3	1.92	1.48	3.40	31.08	32.56
	2	5	4.71	6.35	11.06	27.72	34.07
	3 +	18	1.69	1.90	3.59	13.58	15.48
	Avg.	27	2.24	2.84	5.08	17.98	20.82
ALL	P	6	0.97	3.26	4.23	33.11	36.37
	1	49	4.46	6.77	11.23	21.80	28.57
	2	31	9.62	7.07	16.69	24.66	31.73
	3 +	423	6.01	4.20	10.21	19.88	24.08
	Avg.	509	6.02	4.61	10.63	20.51	25.12

COMMUNICATIONS

Events by Nature Code

Agency: EDPD, Event date/Time range: 01/01/2025 00:00:00 - 01/31/2025 23:59:59

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
911 HANG UP CALL	0	0	3	3	1%	0:11:00	0:26:22	2:34:07	7:01:51	2:20:37
ABANDONED VEHICLE	0	0	3	3	1%	0:18:21	0:09:15	0:02:36	1:21:55	0:27:18
ACCIDENTAL DAMAGE TO PROPERTY	0	0	2	2	0%	0:21:42	0:30:42	0:23:23	1:49:48	0:54:54
ASSIST FIRE DEPARTMENT	0	0	2	2	0%	0:00:24	0:06:22	0:36:45	1:20:40	0:40:20
ASSIST PUBLIC	0	1	3	4	1%	0:06:55	0:00:03	1:20:21	5:49:12	1:27:18
ASSISTANCE CALL	0	1	9	10	2%	0:12:06	0:05:00	0:29:12	6:54:58	0:41:29
ASSISTANCE WITH JUVENILE	0	0	1	1	0%	0:18:08	0:09:12	0:59:30	1:26:50	1:26:50
ASSISTING AMBULANCE	0	1	5	6	1%	0:00:58	0:03:54	0:33:06	3:44:00	0:37:20
ATTEMPT TO LOCATE MOTOR VEHICL	0	1	0	1	0%	0:00:01	0:00:00	0:19:35	0:19:36	0:19:36
BE ON THE LOOKOUT	0	0	3	3	1%	0:30:01	0:17:01	0:00:21	1:05:06	0:21:42
CHECK BUSINESS ALARM	0	0	20	20	4%	0:07:56	0:04:14	0:07:17	6:08:44	0:18:26
CHECK RESIDENTIAL ALARM	0	0	4	4	1%	0:13:20	0:06:47	0:10:06	2:00:55	0:30:13
CHILD LOCKED A IN MV	0	0	1	1	0%	0:02:14	0:04:44	0:03:30	0:10:28	0:10:28
CIVIL STAND BY	0	0	3	3	1%	0:15:15	0:09:54	0:20:53	1:53:11	0:37:43
CLOSE PATROL	0	39	3	42	7%	0:02:40	0:34:49	0:20:22	14:57:00	0:21:21
CRIMINAL DAMAGE TO PROPERTY	0	0	2	2	0%	0:04:12	0:07:37	0:37:13	1:38:05	0:49:02
CRIMINAL DAMAGE TO VEHICLE	0	1	0	1	0%	0:00:00	0:00:00	0:06:22	0:06:22	0:06:22
CRIMINAL TRESPASS	0	0	1	1	0%	0:04:36	0:05:24	0:08:52	0:18:52	0:18:52
CUSTODIAL INTERFERENCE	0	1	0	1	0%	0:00:00	0:00:00	2:25:10	2:25:10	2:25:10
DISORDERLY CONDUCT	0	0	15	15	3%	0:11:33	0:08:07	0:21:01	9:47:42	0:39:10
DOCUMENTED INFORMATION	0	0	2	2	0%	0:13:47	0:00:00	0:37:32	1:07:40	0:33:50
DOMESTIC DISTURBANCE	0	0	10	10	2%	0:03:52	0:08:02	1:22:33	15:40:51	1:34:05
DOMESTIC VIOLENCE NOTIFICATION	0	0	3	3	1%	0:09:07	0:02:33	0:05:41	1:08:22	0:22:47
DRIVING UNDER THE INFLUENCE	0	0	1	1	0%	0:01:53	0:01:25	4:58:35	5:01:53	5:01:53

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
EMERGENCY MESSAGE	0	0	1	1	0%	0:00:00	0:12:42	0:27:00	0:39:39	0:39:39
FOLLOW UP INVESTIGATION	0	24	2	26	5%	0:01:41	0:00:00	0:42:04	18:51:07	0:43:30
GENERAL INFORMATION	0	0	1	1	0%	0:02:58	0:00:00	0:06:03	0:09:01	0:09:01
LOCATED MISSING PERSON	0	0	1	1	0%	0:04:12	0:09:21	0:10:07	0:23:40	0:23:40
LOST OR FOUND ITEM	0	0	4	4	1%	0:16:22	0:10:10	0:05:31	2:10:02	0:32:30
MISSING PERSON	0	0	2	2	0%	0:09:16	0:10:33	1:36:44	3:53:08	1:56:34
OFFICER ASSISTING OTHER DEPART	0	3	7	10	2%	0:02:00	0:17:08	0:32:17	6:22:40	0:38:16
OVERDOSE OR POISONING BY INGES	0	0	1	1	0%	0:00:00	0:07:27	0:24:29	0:31:56	0:31:56
PSYCHIATRIC ABNORMAL BEHAVIOR	0	0	2	2	0%	0:02:32	0:01:56	0:12:42	0:17:12	0:08:36
PUBLIC ASSIST- LE	0	2	0	2	0%	0:00:00	0:00:00	0:13:05	0:26:11	0:13:05
RECKLESS DRIVER CHECK	0	0	17	17	3%	0:04:11	0:05:20	0:11:57	8:02:26	0:28:22
RECOVERED STOLEN VEHICLE	0	0	2	2	0%	0:13:19	0:29:17	1:16:32	3:58:18	1:59:09
SPECIAL ASSIGNMENT	0	5	0	5	1%	0:00:01	0:00:00	2:38:27	13:12:17	2:38:27
STALLED VEHICLE	0	7	5	12	2%	0:04:38	0:12:10	0:47:16	10:04:16	0:50:21
SUSPICIOUS PERSON OR ACTIVITY	0	2	12	14	2%	0:09:40	0:19:25	0:33:51	12:11:11	0:52:13
SUSPICIOUS VEHICLE	0	10	5	15	3%	0:04:56	0:08:03	0:16:39	5:19:51	0:21:19
TRAFFIC DIRECTION	0	0	1	1	0%	0:03:12	0:01:35	0:00:05	0:04:52	0:04:52
TRAFFIC HAZARD DEBRIS	0	0	2	2	0%	0:04:25	0:04:55	0:18:10	0:42:49	0:21:24
TRAFFIC STOP	0	178	0	178	31%	0:00:01	0:00:00	0:09:46	28:59:08	0:09:46
TRO VIOLATION	0	0	3	3	1%	0:27:16	0:13:27	0:31:13	3:35:51	1:11:57
UNLAWFUL TAKING OF MOTOR VEHIC	0	0	1	1	0%	0:05:36	0:08:27	2:10:18	2:24:21	2:24:21
WARRANT SERVICE	0	4	0	4	1%	0:00:00	0:00:00	2:10:20	8:41:20	2:10:20
WEAPONS OR EXPLOSION INFRACT	0	0	2	2	0%	0:03:02	0:23:07	0:07:52	0:44:48	0:22:24
WELFARE CHECK	0	13	30	43	8%	0:12:15	0:14:39	0:24:58	27:11:14	0:37:56
WRONG WAY DRIVER	0	2	0	2	0%	0:00:00	0:00:00	0:05:08	0:10:17	0:05:08
Subtotals for No Summary Code	**0**	**295**	**197**	**492**	**87%**	**0:08:08**	**0:10:49**	**0:43:12**	**252:26:46**	**0:53:30**
ANIMAL CALL	0	1	1	2	0%	0:00:00	0:01:15	1:01:56	2:05:07	1:02:33

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
ANIMAL WELFARE CHECK	0	0	3	3	1%	0:07:20	0:24:34	0:16:48	2:26:06	0:48:42
ANIMALS RUNNING AT LARGE	0	0	16	16	3%	0:25:03	0:17:57	0:33:42	21:20:40	1:20:02
DEAD ANIMAL	0	0	4	4	1%	0:28:15	0:18:18	0:32:32	5:16:25	1:19:06
DOG BITE	0	1	0	1	0%	0:00:01	0:00:00	2:38:14	2:38:15	2:38:15
INJURED OR SICK ANIMAL	0	0	2	2	0%	0:06:01	0:13:34	1:24:12	2:03:19	1:01:39
STRAY	0	3	7	10	2%	2:38:20	0:25:49	0:33:10	23:56:44	2:23:40
VICIOUS ANIMAL	0	0	1	1	0%	0:21:41	0:15:25	0:53:22	1:30:28	1:30:28
WILDLIFE ASSIST	0	0	1	1	0%	0:09:44	0:07:26	0:05:44	0:22:54	0:22:54
Subtotals for ANIM	**0**	**5**	**35**	**40**	**7%**	**0:32:03**	**0:15:32**	**0:53:18**	**61:39:58**	**1:23:02**
AGGRAVATED ASSAULT	0	0	1	1	0%	0:07:08	0:21:10	0:56:32	1:24:50	1:24:50
SIMPLE ASSAULT	0	0	2	2	0%	0:13:46	0:20:55	0:08:59	1:27:21	0:43:40
Subtotals for ASLT	**0**	**0**	**3**	**3**	**1%**	**0:10:27**	**0:21:02**	**0:32:46**	**2:52:11**	**1:04:15**
BURGLARY	0	0	3	3	1%	0:04:36	0:07:48	0:38:29	2:32:45	0:50:55
BURGLARY IN PROGRESS	0	0	1	1	0%	0:06:36	0:08:58	0:18:37	0:34:11	0:34:11
BURGLARY OF MOTOR VEHICLE	0	0	2	2	0%	0:03:20	0:08:32	1:53:14	4:10:14	2:05:07
Subtotals for BURG	**0**	**0**	**6**	**6**	**1%**	**0:04:51**	**0:08:26**	**0:56:47**	**7:17:10**	**1:10:04**
LARCENY	0	1	5	6	1%	0:06:00	0:08:27	1:51:23	12:20:38	2:03:26
LARCENY IN PROGRESS	0	0	2	2	0%	0:02:41	0:03:45	3:15:28	6:43:49	3:21:54
SHOPLIFTER	0	0	1	1	0%	0:05:48	0:03:22	1:12:36	1:21:46	1:21:46
Subtotals for LARC	**0**	**1**	**8**	**9**	**2%**	**0:04:50**	**0:05:11**	**2:06:29**	**20:26:13**	**2:15:42**
MV ACCIDENT HIT AND RUN	0	0	3	3	1%	0:20:46	0:08:31	0:18:07	2:35:47	0:51:55
MV ACCIDENT NON INJURY	0	2	8	10	2%	0:12:33	0:11:41	0:15:10	5:34:02	0:33:24
MV ACCIDENT PRIVATE PROPERTY	0	0	3	3	1%	0:10:16	0:09:26	0:11:44	1:34:22	0:31:27

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
MV ACCIDENT WITH INJURIES	0	0	1	1	0%	0:05:22	0:04:17	2:30:35	2:40:14	2:40:14
Subtotals for MVA	**0**	**2**	**15**	**17**	**3%**	**0:12:14**	**0:08:29**	**0:48:54**	**12:24:25**	**1:09:15**
UNLAWFUL TAKING OF MOTOR VEHIC	0	0	1	1	0%	0:08:21	0:46:58	0:56:21	1:51:40	1:51:40
Subtotals for SMV	**0**	**0**	**1**	**1**	**0%**	**0:08:21**	**0:46:58**	**0:56:21**	**1:51:40**	**1:51:40**
Grand Totals	**0**	**303**	**265**	**568**	**100%**	**0:11:12**	**0:11:51**	**0:48:47**	**358:58:23**	**1:03:26**

Outlook

January 2025 Animal Stats & Volunteer Hours

From Christine Romero <cromero@edgewood-nm.gov>
Date Mon 2/3/2025 9:32 AM
To Roger Jimenez <rjimenez@edgewood-nm.gov>

Good morning!

The total Volunteer hours for January was 71.0.

Here are the animal numbers for January:

Intake
- Dog - 17
  - Stray - 12
  - Owner Surrender - 1
  - Born in Care - 4
- Cat - 7
  - Stray - 4
  - Transfer In from another Shelter - 2
  - Owner Surrender - 1

Outcome
- Dog - 18
  - Adoption - 6
  - Reclaim - 8
  - Euthanized - 4
- Cat - 8
  - Adoption - 8

Please let me know if you have any questions.

Thank you,

Christine Romero
Animal Shelter Manager
Edgewood PD TAC
Town of Edgewood
(505)926-9013

Edgewood Police Department

Making Edgewood Better Together

Roger P. Jimenez, Chief of Police

January 2025

Commission Report

Police Department & Animal Control/Shelter
Overall Statistics

January 2025

	Current Month	Last Month	Trend Month V. Month
Calls for Service	568	486	14.4%
Dispatched	265	246	7.1%
Self-Initiated	303	240	20.8%
Traffic Stops	178	132	25.8%
Offense Reports	47	31	34%
Crash Reports	17	26	-53%
Arrest	21	32	-52%
Response Times		See Log	
Animals Taken in	24	43	-79%
Adopted	14	12	14.3%
Calls for Service	40	40	0%
Reclaimed	8	7	12.5%
Volunteer Hrs.	71	35	50.7%

COMMUNICATIONS

Response Time Report

Agency: EDPD, Call date/Time range: 01/01/2025 - 01/31/2025

			Time In Minutes				
Time of Day	Priority	# of Calls	Dispatch Delay	Travel Time	Response Time	At Scene Time	Service Time
0700-1059	P	3	1.43	2.79	4.22	56.83	59.62
	1	5	3.43	5.38	8.81	6.95	12.33
	2	4	6.20	2.79	8.99	18.77	21.56
	3 +	90	16.37	5.98	22.35	17.64	23.62
	Avg.	102	14.90	5.73	20.63	18.31	24.04
1100-1459	P	1	0.87	4.90	5.77	9.10	14.00
	1	8	7.27	7.31	14.58	12.40	19.71
	2	9	15.04	9.48	24.52	23.41	32.89
	3 +	84	4.78	4.97	9.75	28.06	33.03
	Avg.	102	5.84	5.55	11.39	26.23	31.78
1500-1859	P	0	0.00	0.00	0.00	0.00	0.00
	1	13	7.33	13.22	20.55	14.56	27.78
	2	8	7.02	3.42	10.44	33.36	36.78
	3 +	112	3.23	2.55	5.78	20.14	22.69
	Avg.	133	3.86	3.64	7.50	20.39	24.03
1900-2259	P	1	0.02	0.00	0.02	9.82	9.82
	1	13	2.46	4.53	6.99	27.42	31.95
	2	3	17.14	8.35	25.49	5.69	14.04
	3 +	76	2.62	3.69	6.31	18.72	22.41
	Avg.	93	3.03	3.92	6.95	19.42	23.34
2300-0259	P	0	0.00	0.00	0.00	0.00	0.00
	1	7	1.48	1.60	3.08	42.16	43.76
	2	2	3.37	19.27	22.64	28.06	47.33
	3 +	43	1.75	5.09	6.84	12.62	17.71
	Avg.	52	1.78	5.17	6.95	17.19	22.36
0300-0659	P	1	0.65	6.27	6.92	9.23	15.50
	1	3	1.92	1.48	3.40	31.08	32.56
	2	5	4.71	6.35	11.06	27.72	34.07
	3 +	18	1.69	1.90	3.59	13.58	15.48
	Avg.	27	2.24	2.84	5.08	17.98	20.82
ALL	P	6	0.97	3.26	4.23	33.11	36.37
	1	49	4.46	6.77	11.23	21.80	28.57
	2	31	9.62	7.07	16.69	24.66	31.73
	3 +	423	6.01	4.20	10.21	19.88	24.08
	Avg.	509	6.02	4.61	10.63	20.51	25.12

COMMUNICATIONS

Events by Nature Code

Agency: EDPD, Event date/Time range: 01/01/2025 00:00:00 - 01/31/2025 23:59:59

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
911 HANG UP CALL	0	0	3	3	1%	0:11:00	0:26:22	2:34:07	7:01:51	2:20:37
ABANDONED VEHICLE	0	0	3	3	1%	0:18:21	0:09:15	0:02:36	1:21:55	0:27:18
ACCIDENTAL DAMAGE TO PROPERTY	0	0	2	2	0%	0:21:42	0:30:42	0:23:23	1:49:48	0:54:54
ASSIST FIRE DEPARTMENT	0	0	2	2	0%	0:00:24	0:06:22	0:36:45	1:20:40	0:40:20
ASSIST PUBLIC	0	1	3	4	1%	0:06:55	0:00:03	1:20:21	5:49:12	1:27:18
ASSISTANCE CALL	0	1	9	10	2%	0:12:06	0:05:00	0:29:12	6:54:58	0:41:29
ASSISTANCE WITH JUVENILE	0	0	1	1	0%	0:18:08	0:09:12	0:59:30	1:26:50	1:26:50
ASSISTING AMBULANCE	0	1	5	6	1%	0:00:58	0:03:54	0:33:06	3:44:00	0:37:20
ATTEMPT TO LOCATE MOTOR VEHICL	0	1	0	1	0%	0:00:01	0:00:00	0:19:35	0:19:36	0:19:36
BE ON THE LOOKOUT	0	0	3	3	1%	0:30:01	0:17:01	0:00:21	1:05:06	0:21:42
CHECK BUSINESS ALARM	0	0	20	20	4%	0:07:56	0:04:14	0:07:17	6:08:44	0:18:26
CHECK RESIDENTIAL ALARM	0	0	4	4	1%	0:13:20	0:06:47	0:10:06	2:00:55	0:30:13
CHILD LOCKED A IN MV	0	0	1	1	0%	0:02:14	0:04:44	0:03:30	0:10:28	0:10:28
CIVIL STAND BY	0	0	3	3	1%	0:15:15	0:09:54	0:20:53	1:53:11	0:37:43
CLOSE PATROL	0	39	3	42	7%	0:02:40	0:34:49	0:20:22	14:57:00	0:21:21
CRIMINAL DAMAGE TO PROPERTY	0	0	2	2	0%	0:04:12	0:07:37	0:37:13	1:38:05	0:49:02
CRIMINAL DAMAGE TO VEHICLE	0	1	0	1	0%	0:00:00	0:00:00	0:06:22	0:06:22	0:06:22
CRIMINAL TRESPASS	0	0	1	1	0%	0:04:36	0:05:24	0:08:52	0:18:52	0:18:52
CUSTODIAL INTERFERENCE	0	1	0	1	0%	0:00:00	0:00:00	2:25:10	2:25:10	2:25:10
DISORDERLY CONDUCT	0	0	15	15	3%	0:11:33	0:08:07	0:21:01	9:47:42	0:39:10
DOCUMENTED INFORMATION	0	0	2	2	0%	0:13:47	0:00:00	0:37:32	1:07:40	0:33:50
DOMESTIC DISTURBANCE	0	0	10	10	2%	0:03:52	0:08:02	1:22:33	15:40:51	1:34:05
DOMESTIC VIOLENCE NOTIFICATION	0	0	3	3	1%	0:09:07	0:02:33	0:05:41	1:08:22	0:22:47
DRIVING UNDER THE INFLUENCE	0	0	1	1	0%	0:01:53	0:01:25	4:58:35	5:01:53	5:01:53

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
EMERGENCY MESSAGE	0	0	1	1	0%	0:00:00	0:12:42	0:27:00	0:39:39	0:39:39
FOLLOW UP INVESTIGATION	0	24	2	26	5%	0:01:41	0:00:00	0:42:04	18:51:07	0:43:30
GENERAL INFORMATION	0	0	1	1	0%	0:02:58	0:00:00	0:06:03	0:09:01	0:09:01
LOCATED MISSING PERSON	0	0	1	1	0%	0:04:12	0:09:21	0:10:07	0:23:40	0:23:40
LOST OR FOUND ITEM	0	0	4	4	1%	0:16:22	0:10:10	0:05:31	2:10:02	0:32:30
MISSING PERSON	0	0	2	2	0%	0:09:16	0:10:33	1:36:44	3:53:08	1:56:34
OFFICER ASSISTING OTHER DEPART	0	3	7	10	2%	0:02:00	0:17:08	0:32:17	6:22:40	0:38:16
OVERDOSE OR POISONING BY INGES	0	0	1	1	0%	0:00:00	0:07:27	0:24:29	0:31:56	0:31:56
PSYCHIATRIC ABNORMAL BEHAVIOR	0	0	2	2	0%	0:02:32	0:01:56	0:12:42	0:17:12	0:08:36
PUBLIC ASSIST- LE	0	2	0	2	0%	0:00:00	0:00:00	0:13:05	0:26:11	0:13:05
RECKLESS DRIVER CHECK	0	0	17	17	3%	0:04:11	0:05:20	0:11:57	8:02:26	0:28:22
RECOVERED STOLEN VEHICLE	0	0	2	2	0%	0:13:19	0:29:17	1:16:32	3:58:18	1:59:09
SPECIAL ASSIGNMENT	0	5	0	5	1%	0:00:01	0:00:00	2:38:27	13:12:17	2:38:27
STALLED VEHICLE	0	7	5	12	2%	0:04:38	0:12:10	0:47:16	10:04:16	0:50:21
SUSPICIOUS PERSON OR ACTIVITY	0	2	12	14	2%	0:09:40	0:19:25	0:33:51	12:11:11	0:52:13
SUSPICIOUS VEHICLE	0	10	5	15	3%	0:04:56	0:08:03	0:16:39	5:19:51	0:21:19
TRAFFIC DIRECTION	0	0	1	1	0%	0:03:12	0:01:35	0:00:05	0:04:52	0:04:52
TRAFFIC HAZARD DEBRIS	0	0	2	2	0%	0:04:25	0:04:55	0:18:10	0:42:49	0:21:24
TRAFFIC STOP	0	178	0	178	31%	0:00:01	0:00:00	0:09:46	28:59:08	0:09:46
TRO VIOLATION	0	0	3	3	1%	0:27:16	0:13:27	0:31:13	3:35:51	1:11:57
UNLAWFUL TAKING OF MOTOR VEHIC	0	0	1	1	0%	0:05:36	0:08:27	2:10:18	2:24:21	2:24:21
WARRANT SERVICE	0	4	0	4	1%	0:00:00	0:00:00	2:10:20	8:41:20	2:10:20
WEAPONS OR EXPLOSION INFRACT	0	0	2	2	0%	0:03:02	0:23:07	0:07:52	0:44:48	0:22:24
WELFARE CHECK	0	13	30	43	8%	0:12:15	0:14:39	0:24:58	27:11:14	0:37:56
WRONG WAY DRIVER	0	2	0	2	0%	0:00:00	0:00:00	0:05:08	0:10:17	0:05:08
Subtotals for No Summary Code	**0**	**295**	**197**	**492**	**87%**	**0:08:08**	**0:10:49**	**0:43:12**	**252:26:46**	**0:53:30**
ANIMAL CALL	0	1	1	2	0%	0:00:00	0:01:15	1:01:56	2:05:07	1:02:33

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
ANIMAL WELFARE CHECK	0	0	3	3	1%	0:07:20	0:24:34	0:16:48	2:26:06	0:48:42
ANIMALS RUNNING AT LARGE	0	0	16	16	3%	0:25:03	0:17:57	0:33:42	21:20:40	1:20:02
DEAD ANIMAL	0	0	4	4	1%	0:28:15	0:18:18	0:32:32	5:16:25	1:19:06
DOG BITE	0	1	0	1	0%	0:00:01	0:00:00	2:38:14	2:38:15	2:38:15
INJURED OR SICK ANIMAL	0	0	2	2	0%	0:06:01	0:13:34	1:24:12	2:03:19	1:01:39
STRAY	0	3	7	10	2%	2:38:20	0:25:49	0:33:10	23:56:44	2:23:40
VICIOUS ANIMAL	0	0	1	1	0%	0:21:41	0:15:25	0:53:22	1:30:28	1:30:28
WILDLIFE ASSIST	0	0	1	1	0%	0:09:44	0:07:26	0:05:44	0:22:54	0:22:54
Subtotals for ANIM	**0**	**5**	**35**	**40**	**7%**	**0:32:03**	**0:15:32**	**0:53:18**	**61:39:58**	**1:23:02**
AGGRAVATED ASSAULT	0	0	1	1	0%	0:07:08	0:21:10	0:56:32	1:24:50	1:24:50
SIMPLE ASSAULT	0	0	2	2	0%	0:13:46	0:20:55	0:08:59	1:27:21	0:43:40
Subtotals for ASLT	**0**	**0**	**3**	**3**	**1%**	**0:10:27**	**0:21:02**	**0:32:46**	**2:52:11**	**1:04:15**
BURGLARY	0	0	3	3	1%	0:04:36	0:07:48	0:38:29	2:32:45	0:50:55
BURGLARY IN PROGRESS	0	0	1	1	0%	0:06:36	0:08:58	0:18:37	0:34:11	0:34:11
BURGLARY OF MOTOR VEHICLE	0	0	2	2	0%	0:03:20	0:08:32	1:53:14	4:10:14	2:05:07
Subtotals for BURG	**0**	**0**	**6**	**6**	**1%**	**0:04:51**	**0:08:26**	**0:56:47**	**7:17:10**	**1:10:04**
LARCENY	0	1	5	6	1%	0:06:00	0:08:27	1:51:23	12:20:38	2:03:26
LARCENY IN PROGRESS	0	0	2	2	0%	0:02:41	0:03:45	3:15:28	6:43:49	3:21:54
SHOPLIFTER	0	0	1	1	0%	0:05:48	0:03:22	1:12:36	1:21:46	1:21:46
Subtotals for LARC	**0**	**1**	**8**	**9**	**2%**	**0:04:50**	**0:05:11**	**2:06:29**	**20:26:13**	**2:15:42**
MV ACCIDENT HIT AND RUN	0	0	3	3	1%	0:20:46	0:08:31	0:18:07	2:35:47	0:51:55
MV ACCIDENT NON INJURY	0	2	8	10	2%	0:12:33	0:11:41	0:15:10	5:34:02	0:33:24
MV ACCIDENT PRIVATE PROPERTY	0	0	3	3	1%	0:10:16	0:09:26	0:11:44	1:34:22	0:31:27

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
MV ACCIDENT WITH INJURIES	0	0	1	1	0%	0:05:22	0:04:17	2:30:35	2:40:14	2:40:14
Subtotals for MVA	**0**	**2**	**15**	**17**	**3%**	**0:12:14**	**0:08:29**	**0:48:54**	**12:24:25**	**1:09:15**
UNLAWFUL TAKING OF MOTOR VEHIC	0	0	1	1	0%	0:08:21	0:46:58	0:56:21	1:51:40	1:51:40
Subtotals for SMV	**0**	**0**	**1**	**1**	**0%**	**0:08:21**	**0:46:58**	**0:56:21**	**1:51:40**	**1:51:40**
Grand Totals	**0**	**303**	**265**	**568**	**100%**	**0:11:12**	**0:11:51**	**0:48:47**	**358:58:23**	**1:03:26**

Outlook

January 2025 Animal Stats & Volunteer Hours

From Christine Romero <cromero@edgewood-nm.gov>
Date Mon 2/3/2025 9:32 AM
To Roger Jimenez <rjimenez@edgewood-nm.gov>

Good morning!

The total Volunteer hours for January was 71.0.

Here are the animal numbers for January:

Intake
- Dog - 17
  - Stray - 12
  - Owner Surrender - 1
  - Born in Care - 4
- Cat - 7
  - Stray - 4
  - Transfer In from another Shelter - 2
  - Owner Surrender - 1

Outcome
- Dog - 18
  - Adoption - 6
  - Reclaim - 8
  - Euthanized - 4
- Cat - 8
  - Adoption - 8

Please let me know if you have any questions.

Thank you,

Christine Romero
Animal Shelter Manager
Edgewood PD TAC
Town of Edgewood
(505)926-9013

ADMINISTRATIVE OFFICE OF THE COURTS
FISCAL SERVICES DIVISION
202 E. Marcy Street
Santa Fe, NM 87501

MUNICIPAL COURT MONTHLY FEE REPORT

Please complete this report regardless of whether fees have been collected. Mail to the Administrative Office of the Courts at the above address, Attn: Remittance.

Name of Municipality: Town of Edgewood

Report for the Month of: January / 20 25

Date Submitted: February 5, 2025

YOUR TOTAL MUST EQUAL LINES 1 THROUGH 5 AND MATCH YOUR REMITTANCE AMOUNT.

1.	Sum of fees ($85 on or after July 1, 2010; $65 prior to July 1, 2010), pursuant to NMSA 1978, §31-12-7(A), to defray the costs of chemical and other tests for influence of liquor and drugs **("DWI Lab Fee"):**	$
2.	Sum of $75.00 fee, pursuant to NMSA 1978, §31-12-7(B), to fund programs for the prevention of DWI **("DWI Prevention Fee"):**	$
3.	Sum of $75.00 fee, pursuant to NMSA 1978, §31-12-8(A), to defray the costs of chemical and other analyses of controlled substances **("Substance Abuse Fee"):**	$
4.	Sum of $6.00 fee, pursuant to NMSA 1978, §35-14-11(B), for purchase and maintenance of court automation systems in the municipal courts **("Municipal Court Automation Fee"):**	$ 0
5.	Sum of $3.00 fee, pursuant to NMSA 1978, §35-14-11 (B)(2), to be used for the education and training, including production of bench books and other written materials, of municipal judges and other municipal court employees **("Judicial Education Fee"):**	$ 2.00
	TOTAL TRANSMITTED TO AOC:	$ 2.00

PLEASE INCLUDE A SIGNED COPY OF THIS REPORT WITH YOUR PAYMENT

Signature of Municipal Court Judge or contact (required): Courtney Bradley

Printed Name of Municipal Court Judge or contact: William H. White

Address: PO Box 3610

City, State Zip Code: Edgewood, NM 87015

Telephone Number & email address: 505.926.9031 cbradley@edgewood-nm.gov

Effective April 5, 2023. Form revised by Municipal Court Automation; revisions approved by AOC Fiscal Services Division

Edgewood Municipal Court

Fine Fee Summary

From 01/01/2025 12:00 AM to 01/31/2025 11:59 PM
All Case Types and Sub-Types
All Clerks

Receipts

Case Payment

Fine		1,547.00
Judicial Education Fee		2.00
	Subtotal:	1,549.00
	Total Receipts:	1,549.00
	Report Total:	**1,549.00**

Edgewood Municipal Court

Epayment Payments Received

From 01/01/2025 12:00 AM to 01/31/2025 11:59 PM
Sorted By: Case Number

Case No.	Defendant	Transaction No.	Payment Type	Charge Payment	Payment Date and Time	Receipt No.
Online Payments						
CitePayUSA Payments						
201700272-TR-SU	Hummel, Raymond	1033711807	CitePayUSA	20.00	01/03/2025 11:09 AM	11197
202400006-CO-SH	Glowczak, Ashlie	1238409929	CitePayUSA	50.00	01/27/2025 10:25 AM	11224
202400240-TR-DL	Lowman, Isaiah Donte	1064935783	CitePayUSA	50.00	01/07/2025 7:31 AM	11203
202400404-TR-FT	Bazan Carmona, Roberto	1024323023	CitePayUSA	25.00	01/02/2025 10:55 AM	11194
202400415-TR-SP	Mitchell, Lisa	1203504092	CitePayUSA	65.00	01/23/2025 3:22 PM	11221
202400418-TR-SP	Commack, Mary	1069877696	CitePayUSA	100.00	01/07/2025 5:39 PM	11204
202400421-TR-FY	Archibeque, Virginia	1035696867	CitePayUSA	10.00	01/03/2025 1:58 PM	11199
202400423-TR-SP	Gonzalez Martinez, Jorge	1179797400	CitePayUSA	65.00	01/20/2025 1:11 PM	11213
202400423-TR-SP	Gonzalez Martinez, Jorge	1179797400	CitePayUSA	10.00	01/20/2025 1:11 PM	11214
202400424-TR-SP	Manzanares, Jazmyn	1160471887	CitePayUSA	30.00	01/18/2025 8:51 AM	11212
202400425-TR-SP	Cleland, Christopher	1058314625	CitePayUSA	30.00	01/06/2025 8:56 AM	11200
202400426-TR-SP	Rodriguez, Joel	1075870430	CitePayUSA	30.00	01/08/2025 2:11 PM	11205
202400430-TR-SP	Connitt, Renee	1152593179	CitePayUSA	30.00	01/17/2025 1:09 PM	11211
202500001-TR-SP	Cervantes, Ruben	1058868444	CitePayUSA	65.00	01/06/2025 10:15 AM	11201
202500003-TR-SB	Apodaca, Brent	1026639085	CitePayUSA	25.00	01/02/2025 2:12 PM	11195
202500005-TR-FY	Sigala, Joseph	1031341625	CitePayUSA	25.00	01/03/2025 4:56 AM	11196
202500007-TR-SP	Salas, Cristina	1132720260	CitePayUSA	65.00	01/15/2025 10:54 AM	11210
202500010-TR-NR	Montes, Alyne	1238056558	CitePayUSA	65.00	01/27/2025 9:49 AM	11222
202500010-TR-NR	Montes, Alyne	1238056558	CitePayUSA	25.00	01/27/2025 9:49 AM	11223
202500011-TR-FY	Boyd, Frank	1197664208	CitePayUSA	25.00	01/22/2025 8:48 PM	11219
202500067-TR-SB	Condra, Thomas	1239208385	CitePayUSA	25.00	01/27/2025 11:43 AM	11225
202500077-TR-DL	Arrellin, Issac	1280290414	CitePayUSA	25.00	01/31/2025 7:50 PM	11233
202500083-TR-SP	Rios Chairez, Jose	1266445090	CitePayUSA	30.00	01/30/2025 1:03 PM	11229
202500085-TR-SP	Sandoval, Cheyenne	1250921325	CitePayUSA	30.00	01/28/2025 5:17 PM	11227
202500088-TR-SB	Wenderott, Marna	1246041554	CitePayUSA	25.00	01/28/2025 9:10 AM	11226
202500089-TR-SB	Alarcon, Jonathan	1278819451	CitePayUSA	25.00	01/31/2025 5:24 PM	11232
202500092-TR-FY	Daugherty, Justin	1266989546	CitePayUSA	25.00	01/30/2025 1:55 PM	11230
Total no. of Payments: 27			Subtotal:	$995.00		
Total no. of Payments: 27			**Total:**	**$995.00**		

Edgewood Municipal Court

Monthly Activity Report

January 2025
Citations and Non-Citations By Issued Date
Financial Type: Fines and Fees

Citations	Last Month	This Month	Change	Last YTD	This YTD	Change
CRIMINAL 2006-10	1	0	-1	0	0	0
TRAFFIC	48	52	4	24	52	28
Totals:	**49**	**52**	**3**	**24**	**52**	**28**
Non-Citations						
ANIMAL CONTROL	13	0	-13	13	0	-13
CRIMINAL 2006-10	0	0	0	2	0	-2
Totals:	**13**	**0**	**-13**	**15**	**0**	**-15**
Fines and Fees						
Correction Fee	120.00	0.00	(120.00)	509.00	0.00	(509.00)
Court Automation Fee	36.00	0.00	(36.00)	146.00	0.00	(146.00)
Fine	2,210.00	1,547.00	(663.00)	1,754.67	1,547.00	(207.67)
Judicial Education Fee	18.00	2.00	(16.00)	78.00	2.00	(76.00)
Victim Restitution	0.00	0.00	0.00	0.00	0.00	0.00
Totals:	**$2,384.00**	**$1,549.00**	**$(835.00)**	**$2,487.67**	**$1,549.00**	**$(938.67)**

Monthly Road Department Report 1/1/25 to 1/31/25

- Had New 40x30 Building delivered from Cleary Buildings from Nebraska.
- Help wastewater Drain Bulk tank and replace transistor sensors
- Hauled Base Course to East Venus Project.
- Clear Snow on Primary Rds and secondary Rds.
- Tri West Fence Installed new gate actuator and 4 new gate wheels and readjusted the front gate.
- Installed Welcome to Edgewood Signs on North 14.
- Installed 4 new Culverts on East Venus Rd for Project.
- Removed Trees on Church Rd and Moriarty Rd.
- Had Base Course Deliverd from Moriarty Concrete 972 Tons The rest of Credit.
- Had 300 tons of cinders and 150 tons of Road salt delivered from Monarch, and Salt and Minerals.
- Helped Animal Shelter Cut dog kennels wall panels.
- Routine maintenance on Edgewood, E Willard, Stanley, Encantada Rd, High meadow loop.
- Routine maintenance on Church Rd, Aspin Rd, Dunkin Rd, Burch Rd, Range Rd, Capital Rd, Park, Cactus Rd,
- Routine maintenance on Horton Rd, Nugent Rd, E Venus Rd, Hill Ranch Rd, Broken Arrow Rd.
- Routine Maintenance on Steeplechase,

Joshua Jantz Road Supervisor

EDGEWOOD COMMUNITY LIBRARY
171B NM-344 ◦ PO Box 3610 ◦ Edgewood, NM 87015 ◦ (505) 281-0138 ◦ www.edgewood-nm.gov

Monthly Library Report
January FY25

Programs/Events

Scavenger Hunt

- The Library hosted a snowflake themed scavenger hunt. Participants had to find snowflakes throughout the library and match them to a corresponding number. If they got them all right, they won a prize! Total participants: 58

Story Time

- Every Wednesday at 11am, the librarian reads two picture books aloud and leads a craft centered around a weekly theme. Total attendees in January: 114

Movie Matinee

- On the fourth Saturday of every month, the library hosts a movie matinee where anyone can watch a family-friendly movie at the library. In January, the feature film was *Despicable Me 4*.

Monthly Statistics

Patronage

- Patrons: 1,053
- Internet Usage: 191
- Questions: 190
- Library Events: 5
    - Total Attendees: 178
- Activities Room Reservations: 7
    - Total Attendees: 58

Programs

- Blizzard of Books Winter Reading Program
    - Total Participants: 93
    - Total Minutes Read: 48,013
    - Total Activities Completed: 478

2024 : Challenge Participation Totals

Showing all results for **2024** across **all time**

Challenge Name	Readers Count	Completions	Earned Badges	Completed Activities	Logged Minutes
Blizzard of Books 2024	93	50	920	478	48543

Circulation and Acquisitions

- New Library Cards Issued: 45
- Materials Added to Collections: 171
- Checkouts: 2,223

- Card Renewals: 78
- Amount Saved: $25,422.35
    - The total amount patrons saved this month by using the library instead of buying books.

Library Volunteers

- Volunteers: 9
- Total Monthly Volunteer Hours: 157

Projects

Current Projects

New Graphic Novel Section

- Mikey and Adrien in the Maintenance Department assembled and installed the two new shelves for the graphic novel section. We have begun cataloging the new materials that will go in this section. See photo below.

Information Technology

- Adam, the IT Specialist, has been working on installing the new deep freeze software on the library's public computers. Deep freeze will erase any personal information/saved information every 24 hours.
- Working with James, the IT Director, to install a new camera in the rec room.

Read Along Kits

- We went through old read along kits, sorting between materials to keep and materials to give to the Friends of the Library. Materials being kept will be relabeled, catalogued, and added to the Picture Book section.

GRO Fund

- Working on submitting reimbursements for this grant.

GO Bond

- First reimbursement has been processed by the State and the Town has received it. Currently working on submitting the second reimbursement request.

Completed Projects

Adult Non-Fiction Updates

- Finished cataloguing and shelving new books into the Adult Non-Fiction section.

Facilities

Building

- 2 restroom stalls and 2 sinks in the women's restrooms, and 1 urinal in the men's restroom are out of order.

Coming Up

Library Programs/Events

- Story Time: every Wednesday at 11am
- Build-a-Pal: February 8
- Movie Matinee: February 22 at 12pm

Library Advisory Board Meeting

- Anyone is welcome to attend the next Library Advisory Board meeting on March 20, 2025, at 6:30pm in the library Activities Room. The agenda and packet can be found here: https://www.edgewood-nm.gov/departments/library/library-advisory-board-agenda-minutes/

Stay Engaged in Your Library!

Cardholders have 24/7 access to the library's digital collection and public Wi-Fi. Information about these and other services can be found at www.edgewood-nm.gov . You can also follow library happenings on Facebook too!

New Graphic Novel Shelves

Town Clerk/Treasurer Report 02.25.2025

1. Our 2nd Qtr Qtrly Report was approved by DFA, the Department of Finance Administration – thank you to the Finance Department and all staff for their dedication to doing the right thing!
2. We have moved the processing of Payroll and Benefits back to the Finance Department. Thank you to Helena Meyer from the PD for taking on the difficult task when the Town really needed her.
3. We have hired a Grant Coordinator who will start on March 17.

Town Manager Matters 2nd meeting February 2025

- Filed Position:
  - Grants Coordinator begins March 17th.
- Open Positions:
  - Deputy Chief Position
  - Certified Police Officers
- COW awards ballots are live.
- Employee of the 4th Quarter- Joanne Sandoval (will presented at COW awards.)
- Localizing files and standardizing titling of documents.
  - TEAMs utilization for departments
- ECHO ridge and Vanus Park project beginning. Completion in May 2025.
- State of the Town address is being compiled. Need date to present.
- Forms for agenda requests and proposals implemented.
- Senate and Legislative Capital Outlay reps have reached out to verify the needs of the Town.
- Municipal Day in Santa Fe February 27th – 28th, 2025.

TOWN OF EDGEWOOD

Proposal Form

Submitted by:

Department(s):

Project Manager:

Project Title:

Scope of Work:

Impact to Town:

Budget:

- **Fund Account:**
- **Additional Funding:**
- **BAR needed: Yes / No**
- **Items procured:**

Attachments:

- **Quotes**
- **Plans**
- **Timeline**

TOWN OF EDGEWOOD

Agenda Request Form

Submitted by:

Commission Meeting Date:

Agenda Title:

Action Requests of the Commission:

Background and Rationale:

Alternative plans if action denied:

Name of person presenting:

Department(s) involved:

Budget questions:

- **Line Item:**
- **Fiscal Impact:**
- **Additional Funding:**

TOWN OF EDGEWOOD
ORDINANCE 2025-02

ESTABLISHMENT of PUBLIC LIBRARY and LIBRARY ADVISORY BOARD

This Ordinance repeals and replaces Ordinance 2023-011.

Be it Ordained by the Governing Body of the Town of Edgewood, New Mexico:

1. Establishment

1.1. This ordinance establishes, in pursuant to NMSA 1978 §§ 3-18-14, a public library for the Town of Edgewood ("Town") to be known as the Edgewood Community Library ("Library"). The Library shall be owned and operated by the Town.

1.2. This ordinance establishes a Library Advisory Board ("Board") to gather and review information and make recommendations to the Governing Body ("Commission") on matters regarding library policies, collection, programs, events, and budget.

2. Organization

2.1. The Board shall consist of up to seven (7) members, odd in number, and two (2) alternates each appointed by a majority vote of the Commission, and who report to and serve at the pleasure of the Commission.

2.2. Any Town Commissioner ("Commissioner") may bring forward a nominee who is a resident or property owner in the geographical area served by the Library for consideration by the Commission for appointment to the Board.

2.3. Members of the Board are appointed for terms of two (2) years. To establish and maintain staggered terms, three members shall be appointed in even-numbered years, and two members in odd-numbered years.

2.4. Vacancies occurring in the membership of the Board shall be filled by Commission appointment for the balance of the unexpired term.

2.5. The Commission, in addition to appointing Board members, may designate two of its own as non-voting, de facto members of the Board.

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2.6. Board members who participate in a conference or training at the request of the Commission or Town Manager are eligible for per diem expense reimbursement.

2.7. At its first meeting of the calendar year, the Board shall elect from its members a Chairperson, a Vice-Chairperson, and a Secretary to serve in that role for a term of one (1) year.

2.8. In the absence of the Chairperson and Vice-Chairperson, the remaining members shall choose one of the members to function as temporary Chairperson. In the absence of the Secretary, the remaining members shall choose one of the members to function as temporary secretary.

3. Duties and Responsibilities

3.1. Be familiar with current town ordinances relevant to the Advisory Board's purpose.

3.2. Conduct site visits and research, as needed, to provide feedback and make recommendations to the Commission regarding library issues, including acquisition, dedication, naming, planning, development operation, and maintenance of library facilities and programming.

3.3. Make recommendations to the Commission at regular Commission Meetings as needed, regarding funding priorities for library services, facilities, equipment, improvements, and events.

3.4. Offer recommendations to the Commission at regular Commission Meetings as needed, regarding public policies and procedures related to the department facilities and programming.

3.5. Notify the Commission of any vacancies on the Board.

3.6. The Chair in conjunction with the Library Operations Manager ("Manager") or designee shall:

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3.6.1. Prepare and have the Agenda posted to the Town website for Board meetings.
3.6.2. The Manager shall attend said Board meetings or provide notice of their inability to attend. The Manager may assign a designee to attend meetings in their absence.
3.6.3. The Manager shall update the Board on all matters concerning the Library discussed or voted upon by the Commission, and results of such discussion or votes.

4. Meetings

4.1. Regular meetings shall be held quarterly, at minimum. Special meetings may be called by the Chairperson or Vice-Chairperson, when needed.

4.2. A quorum is required to conduct the business of the Board. At any meeting, a quorum shall consist of a simple majority of Board members.

4.3. Order of business at all regular Board meetings:

4.3.1. Roll Call
4.3.2. Approval of Agenda
4.3.3. Approval of Minutes
4.3.4. Report of Department Manager
4.3.5. Unfinished Business
4.3.6. New Business
4.3.7. Announcements

4.4. The Secretary will record the Board proceedings and timely submit a copy of the approved Minutes to the Town Clerk for submission to the Commission at the next regular Commission meeting.

5. Limitations

5.1. The Board or its individual members do not have authority to enter contracts, obligate, or encumber the town in any manner.

5.2. Board members may choose to volunteer at town activities; such services shall be entirely separate from their capacity as a Board member. Town activity volunteers are under the authority of the Town Manager.

5.3. The role of this board is solely advisory. The Manager is subject to the supervision of the Town Manager and such other employees as properly designated by the

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Town Manager; and not subject to supervision by the Board or any individual Board member.

PASSED, APPROVED, and ADOPTED this 25th day of February 2025.

_____
Kenneth Brennan, Mayor

ATTEST:

_____
Michelle Jones, Clerk-Treasurer

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TOWN OF EDGEWOOD
NEW MEXICO

Ordinance 2023-011
An Ordinance Amending Ordinance No. 2008-02 Establishing a Public Library and Library Advisory Board

Amended
November 14, 2023
April 5, 2017
October 1, 2008

Town of Edgewood
PO Box 3610
171A NM 344
Edgewood, New Mexico 87015
Phone (505) 286-4518 Fax (505) 286-4519

TOWN OF EDGEWOOD
ORDINANCE 2023-011

ESTABLISHMENT of PUBLIC LIBRARY and LIBRARY ADVISORY BOARD

This Ordinance repeals and replaces Ordinance 2008-02.

1. IN GENERAL

Be it Ordained by the Governing Body of the Town of Edgewood:

1.1 Established

There is hereby established in, pursuant to NMSA 1978 §§ 3-18-14 and for the Town a public library to be known as the Edgewood Community Library. The Edgewood Community Library shall be owned and operated by the Town.

1.2 Library Budget

The Board may make recommendations to the Library Operations Manager for budget requests associated with Library operations. Board members shall have no authority to obligate the Town financially.

1.3 Removal from Office

The Commission may remove a member of the Board from office for cause.

2. LIBRARY ADVISORY BOARD

2.1 Library Advisory Board Organization

a. The Board shall consist of five (5) members by Commission appointment. Members of the Board shall be appointed for staggered terms of three (3) years. An Alternate Member shall be appointed for a 2-year term.

b. Each member of the Board shall be a resident of the geographical area served by the Library.

c. The Board shall at the first meeting of the calendar year and annually thereafter, elect from its membership a Chairman, Vice-Chairman and a Secretary. The Chairman shall preside at Board meetings and sign minutes. In the absence of the Chairman, the Vice-Chairman shall preside at Board meetings. The Secretary is responsible for drafting meeting minutes and attest by signature to the minutes prepared. Officers of the Board shall hold office for a term of one year.

d. Vacancies occurring in the membership of the Board shall be filled by Commission appointment and approval for the balance of the unexpired term.

e. Regular meetings shall be held, at a minimum, quarterly. Special meetings may be called by the Chairman of the Board in compliance with State of New Mexico Open Meetings Act.

f. A quorum at any meeting shall consist of three or more Board members.

2.2 Library Advisory Board Responsibilities
The Library Advisory Board shall:

a. Assist the Library Operations Manager in establishing policies and procedures for the administration of the Library.

b. Notify the Library Operations Manager of any vacancies on the Board and recommend persons to fill vacancies.

c. Keep a record of its proceedings and submit a copy to the Clerk.

d. Order of business at all regular Board meetings:

a. Roll Call
b. Approval of Minutes
c. Treasury Report
d. Communications
e. Report of Librarian
f. Unfinished Business
g. New Business
h. Announcements

3. LIBRARIAN

3.1 Library Operations Manager Responsibilities
The Library Operations Manager or their designee is directed to act as liaison between the Board and the Town. In this capacity, the Library Operations Manager or their designee shall:

a. Post the Agenda for Board meetings.

b. Attend said meetings or provide notice of their unavailability to attend.

c. Act as the executive director of the policies and procedures recommended by the Board and approved by Commission.

d. Notwithstanding any other provisions of this Ordinance, the responsibility for making recommendations directly to the Governing Body on Library matters lies with the Library Operations Manager, who may adopt, modify, and/or reject

proposals from the Board in reporting to the Governing Body, but shall nonetheless report fully to the Governing Body on all Board deliberations and discussions.

e. The Library Operations Manager shall, at all times, remain subject to the supervision of the Town Manager and such other employees as properly delegated by the Town Manager, and shall not be supervised by the Board or individual Board members.

PASSED, APPROVED, and ADOPTED this 14th day of November 2023.

_____

Kenneth Brennan, Mayor

ATTEST:

_____

Rachel Martinez, Clerk

STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND CAPITAL APPROPRIATION PROJECT
FA-*23*22 EDGEWOOD WATER QUALITY FACILITY IMPVTS--CHANGE TO PLAN AND ACQUIRE WATER RIGHTS--SEVERA
SAP 23-H4246-STBR

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and Town of Edgewood, hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 203, Section 248, Subsection , the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 23-H4246-STBR $1,150,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2023, Chapter 203, Section 248, Subsection , One Million One Hundred Fifty Thousand Dollars, ($1,150,000.00), for:

The unexpended balance of the appropriation to the department of environment in Subsection 116 of Section 22 of Chapter 53 of Laws 2022 to acquire rights of way and easements for and to plan, design, construct, equip and furnish a water treatment facility in Edgewood in Santa Fe county shall not be expended for the original purpose but is changed to develop a plan to improve drinking water quality, supply, storage and transmission and to implement recommendations from the plan to identify and acquire rights of way, easements and water rights and to plan, design and construct a water system and water system improvements for Edgewood in Santa Fe county.

The Grantee's total reimbursements shall not exceed One Million One Hundred Fifty Thousand Dollars, $1,150,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, No Dollars, $0.00, which equals One Million One Hundred Fifty Thousand Dollars, $1,150,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Special Conditions Attachment may set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If the Special Conditions Attachment imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of the Attachment shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

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[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or
b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

For all matters related to this Agreement, the Grantee designates their official representative(s) or successor, in their Signatory Resolution, as required in Article X. B. (v). The official representative will be the contact and signatory for all disbursements and Notices of Obligation.

If applicable, the Grantee designates an Alternative Fiscal Agent in the Signatory Resolution as required in Article X. B. (v), and in the Alternative

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
Name: Paulette Ortiz
Email: paulette.ortiz@env.nm.gov
Telephone: 505-670-3583

NMED Project Manager
Name: Judi Kahl
Email: judi.kahl@env.nm.gov
Telephone: 505-470-6385

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) **Twenty (20) days from the Reversion Date**.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement,

misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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 Edgewood may immediately terminate this Agreement by giving Contractor written notice of such termination. The Edgewood's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Edgewood or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Edgewood or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

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

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and

interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

Authorization Page
FA-*23*22 EDGEWOOD WATER QUALITY FACILITY IMPVTS--CHANGE TO PLAN AND ACQUIRE WATER RIGHTS--SEVERA SAP 23-H4246-STBR

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

New Mexico Environment Department

_____
Judith L. Kahl, P.E., Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the March 24, 2023 Secretary of Environment Delegation Order

SAMPLE

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

C. AIPP Amount *(If Applicable)*:

D. Funds Requested to Date:

E. Amount Requested this Payment:

F. Reversion Amount (If *Applicable*):

G. Grant Balance:

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year :

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor Code: **Fund No.:** **Loc No.:**

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
SAMPLE EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____, _____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project FA-*23*22 EDGEWOOD WATER QUALITY FACILITY IMPVTS--CHANGE TO PLAN AND ACQUIRE WATER RIGHTS--SEVERA SAP 23-H4246-STBR
Grantee Edgewood
Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project, for review and, if appropriate, approval. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If these grant funds are to be used for engineering and/or other professional services, the hiring process for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If engineering fees exceed $60,000, excluding gross receipt taxes, the Grantee is required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the Request for Proposals (RFP) package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)

C. If these grant funds are used for engineering and/or other professional services, the Grantee must submit a copy of any executed engineering agreement and/or other professional services contract so a notice of obligation can be prepared and issued. If the Grantee's staff will be used to prepare the design, a letter certifying that must be submitted to NMED for the project record. The grantee has the option of using the NMED engineering agreement. In any case all engineering agreements must include the non-appropriation and termination clauses required by DFA in all agreements funded by capital outlay.

D. A preliminary engineering report (PER), technical memorandum, or study by a registered New Mexico Professional Engineer may be required.

E. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, bid documents, and engineer's construction cost estimate, for the project (prepared and sealed by a licensed and registered New Mexico Professional Engineer) to NMED **before** the project is advertised for construction bids, along with a letter **from the Grantee** stating that they have reviewed and accepted the plans and specifications. If required, the Grantee must also submit the plans and specifications to the appropriate regulatory agency for review and approval and provide a copy of the approval letter from the regulatory agency. Upon receipt of these documents the NMED will issue a letter confirming receipt of the required documents and informing the Grantee to proceed with advertising the project for construction bids.

F. A site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

G. If grant funds are to be used for the purchase or acquisition of real property as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser selected through applicable procurement procedures.

H. The Grantee will submit the proof of advertisement, recommendation of award, bid tabulation, complete bid submittal of the selected contractor, any addenda issued, and funding analysis listing all funds that will pay for construction to NMED prior to award of the construction contract, along with a letter from the Grantee stating they concur with the recommendation of award to the selected contractor and price and confirming that the Grantee has sufficient funds for construction.

I. The Grantee will submit the notice of the award, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to proceed to NMED. NMED will prepare and issue the notice of obligation for the construction cost making the grant funds available for reimbursement of construction costs. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.

J. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

K. All daily construction inspection reports shall be made available to the NMED upon request.

L. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

M. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.

N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

ARTICLE 2 NMED OVERSIGHT

NMED inspection, review and oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the

owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

Rev. May 2023

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

Signature of Fiscal Agent if appliable:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP_____

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

(Name), Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

(Authorized Officer Name), (Authorized Officer Title), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Disbursements and Notice of Obligations (NOO)) and to act as the project contact, and

(Designated Agent or Employee Name), (Title), or successor is the Budget & Formulation Management System (BFM) contact who is designated to update the BFM database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

If a Fiscal Agent is required:
(Fiscal Agent Representative Name and Title) or successor, is the FISCAL AGENT and is authorized to sign Disbursements.
PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: _____ **Project Number:** _____

Authorized to Sign the Agreement	
Name	
Title	
Signature	
Address	
Email	
Phone	
Official Representatives authorized to sign Disbursement Requests and All Other Documents	
Name	
Title	
Signature	
Address	
Email	
Phone	
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact	
Name	
Title	
Signature	
Address	
Email	
Phone	
Designated Agent or Employee that will update DFA Database Quarterly	
Name	
Title	
Signature	
Address	
Email	
Phone	
If required, Fiscal Agent approved to sign Disbursement Requests	
Name	
Title	
Signature	
Address	
Email	
Phone	

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Edgewood, Town of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2023), Chapter (203), Section (248), Subsection (), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, Attachment I, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Edgewood, Town of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 23-H4246-STBR, in the amount of one million one hundred fifty thousand dollars ($1,150,000.00), expiring 6/30/2026 and has been appropriated "The unexpended balance of the appropriation to the department of environment in Subsection 116 of Section 22 of Chapter 53 of Laws 2022 to acquire rights of way and easements for and to plan, design, construct, equip and furnish a water treatment facility in Edgewood in Santa Fe county shall not be expended for the original purpose but is changed to develop a plan to improve drinking water quality, supply, storage and transmission and to implement recommendations from the plan to identify and acquire rights of way, easements and water rights and to plan, design and construct a water system and water system improvements for Edgewood in Santa Fe county." (Project).

It is mutually agreed that the Grantee 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 Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related 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 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 contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

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:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

_____

Signature of Official with Authority to Bind Fiscal Agent

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

TOWN OF EDGEWOOD

RESOLUTION NO. 2025-014

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

WHEREAS, the Commissioners of the Town of Edgewood of Santa Fe County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Agreement is identified as Project Number SAP 23-H4246-STBR.

NOW THEREFORE, BE IT RESOLVE by the Governing Body of the Town of Edgewood, New Mexico, as follows:

1. Mayor Ken Brennan (or his successor) is authorized to sign the Grant Agreement for this project.

2. Town Manager Nina McCracken and Town Clerk/Treasurer Michelle Jones (or their successor) are the official representatives who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations), and to act as the project contact.

3. Town Clerk Michelle Jones (or their successor) is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

4. The Mid Region Council of Governments (MRCOG) has entered into a Memorandum of Agreement with the Town of Edgewood to act as their Fiscal Agent and Dewey V. Cave, Executive Director of MRCOG is authorized to sign reimbursement requests along with the designated signatory authority for reimbursement requests from the Town of Edgewood and other documents requiring a signature for submittal to the New Mexico Environment Department.

PASSED, APPROVED, AND ADOPTED this 25th day of February 2025

_____ _____

Ken Brennan, Mayor Date

_____ _____

Michelle Jones, Town Clerk Date