Town of Edgewood

Agenda
Regular
Tuesday, November 28, 2023 @ 6:00 PM
Townhall of Edgewood Commission Chambers - 171A State Rd. 344

This meeting will be in person; however, we welcome members of the public to listen in and participate by joining online at: Welcome to Edgewood, NM (edgewood-nm.gov). The meeting will also be live streamed on the Town of Edgewood Facebook Page at: https://www.facebook.com/TownOfEdgewoodNM.

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.

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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 ON AGENDA ITEMS

IV. CONSENT AGENDA

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ii. Municipal Court — 20 - 23
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iii. Roads

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PR Monthly Report for October2023

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Oct 2023 Maintenance Report

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viii. IT Technology

ix. Planning & Zoning 128 - 129
P Z Report to Commission 11.3.23

x. Finance 130 - 162
10312023 Finance report

V. MATTERS FROM THE COMMISSIONERS

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B. Jerry Powers

C. Phil Anaya

D. Sterling Donner

E. Ken Brennan

i. Appreciation Certificate for Road Department

ii. Appreciation Certificate for Road Department

iii. Appreciation Certificate for Planning & Zoning

VI. MATTERS FROM THE CLERK

VII. MATTERS FROM THE CHIEF OF POLICE

VIII. MATTERS FROM THE TOWN MANAGER

IX. DISCUSSION AND ACTION ITEMS

A. Presentation from P&R Advisory Committee Member K.R. Scott on Senior Community Involvement and Equestrian Center Issues (Manager McCracken) 163 - 164
Equestrian Center Issues- Nov23
PRAC Senior Program Plan

B. Approval of MOU between the Town of Edgewood and the Friends of the Library for use of the Book Barn (Manager McCracken) 165 - 166
MOU_Book Barn

C. Approval of MOU Between the Town of Edgewood and MRCOG for Edgewood Junior Bill 23-ZH9296 (Manager McCracken) 167 - 172
Fiscal Agent Agreement MRCOG_Edgewood 23-ZH9296_DRAFT

D. Appointment of Christopher Barrett to the Library Advisory Board Alternate Position (Manager McCracken and Library Operations Manager Brandyn 173

Burke)

ELAB Letter of Interest

E. Approval of MOU GSD/FMD LRN# 2023-0091 Between the Town of Edgewood and the State Fire Marshall Regarding Use of the Old Town Hall Building. (Manager McCracken) 174 - 182

MOU__TOE and State Fire Marshall

F. Approval of edits to the Town of Edgewood Personnel Policy Manual (Manager McCracken) 183 - 226

Town Personnel Policy Revsison REDLINE JR changes 6 23 2022 (003) (002)

G. Approval of Sun Vista Outdoor Advertising LLC Agreement (Manager McCracken) 227 - 231

Sun Vista Outdoor Advertising Agreement

H. Discussion Regarding Old Town Hall Proposal and Plan (Commissioner Donner)

X. CLOSED SESSION

A. As per Motion and Roll Call pursuant to NMSA 1978 Section 10-15-1(H)(2) - Discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee; Specifically, Finance Specialist and Animal Care Tech Positions (Manager McCracken and Commissioner Jaramillo).

B. 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 McGill et. al. v. John Bassett et. al. and Town of Edgewood v. Moriarty-Edgewood School District No. D-101-CV-2022-01955 (Commissioner Powers).

C. 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 IPRA violation Huppertz Case (Commissioner Powers)

XI. DISCUSSION AND ACTION ITEMS

A. Discussion and Action on Closed Section Items Above.

B. Reconsideration and Action on Use of Remaining 2014 GO Bond Funds due to new information provided by community members on allegations regarding violations of the Anti-Donation Clause of the State of New Mexico Constitution, NM Governmental Conduct Act, Town Ethics Ordinance, and Bond Limitations. (Commissioner Jaramillo) 232 - 305

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D. Selection and approval of dates for a Special Meeting for swearing-in ceremony for Commissioners Elect. (Commissioner Powers)

E. Approval for the Town of Edgewood to begin Procurement for Security Camera System for Edgewood Police Department, Edgewood Animal Control, and Edgewood Community Library. (Commissioner Powers)

F. Approval of Reclassification of Program Manager Position to Community Outreach/Public Relations Position and Approval of Community Outreach/Public Relations Job Description (Commissioner Donner) 313 - 314

Communications Outreach Manager Job Description

G. Appointment of Town Attorney and Assignments to Cases (Commissioner Jaramillo)

H. Call for Public Hearing 2023 - ___ Ordinance of Prohibition and Disclosure of Financial Interests and Conflicts of Interests (Commissioner Jaramillo)

I. NM Self Insurer's Fund No-Cost Mediation for Governing Body Members (re: 2-year term of Mayor Jaramillo etc.) (Commissioner Jaramillo)

XII. PUBLIC COMMENTS

XIII. FUTURE MEETINGS

A. Regular Commission Meeting December 12th, 2023 @ 6pm in the Town of Edgewood Commission Chambers

XIV. FUTURE EVENTS

A. Christmas Tree Lighting - December 2nd, 2023, at 5:00pm @ Venus Park

XV. ADJOURN

Town of Edgewood

Minutes
Regular
Tuesday, November 14, 2023 @ 6:00 PM
Townhall of Edgewood Commission Chambers - 171A State Rd. 344

I. **WELCOME, INTRODUCTION, & ROLL CALL**

Roll Call: Commissioner Anaya - Present
Commissioner Brennan - Present
Commissioner Donner - Present
Commissioner Jaramillo - Present
Commissioner Powers – Present

Staff Present: Town Manager Nina McCracken, Clerk Rachel Martinez, Police Chief Roger Jimenez, IT Administrator Noah Miller.

II. **AGENDA APPROVAL**

Motion – Commissioner Anaya made the motion to approve the agenda removing item S.
Second – Commissioner Powers seconded the motion.
Discussion – Commissioner Jaramillo suggested keeping the item on the Agenda and brief to allow for public comment on the item.
Commissioner Powers agreed to remove this item until more information is received.
Commissioner Anaya stated there is evidence he is waiting for an opinion on from legal counsel for this item.
Commissioner Donner asked if there is more information to be discussed.
Commissioner Brennan stated if the public took their time to be at the meeting, to comment on this item, the Commission should listen to them.
Commissioner Anaya called the question.
Commissioner Powers seconded.
All Commissioners voted Aye
Vote – Commissioner Anaya – Aye
Commissioner Donner – Nay
Commissioner Jaramillo - Nay
Commissioner Powers – Aye
Commissioner Brennan – Nay
Motion Failed 2 to 3

Motion – Commissioner Jaramillo made the motion to approve the agenda as is.
Second – Commissioner Donner seconded the Motion.
Vote – Commissioner Anaya – Nay
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 4 to 1

III. **PUBLIC COMMENT ON AGENDA ITEMS**

Steve Woodard – Donated time to Kelly Tanis
Mike Davisson – Donated time to Karen Davisson
Karen Davisson – Rainbow Road
Mark Campbell – Go Bond Funds on Rainbow Road
Teresa Benton – Item E Legal and Attorney Fees
Treasurer Manzanares – Property Tax Outreach
Rick McMarlin – Rainbow Road
Barbara McMarlin – Donated time to Richard McMarlin
Kelly Tanis – Rainbow Road
Craig Trnka – Rainbow Road
Christine Trnka – Donated time to Craig Trnka

IV. **CONSENT AGENDA**

a. Approve/Amend/Disapprove Minutes
    i. October 24th, 2023

Motion – Commissioner Powers made the motion to approve the Consent Agenda.
Second – Commissioner Anaya seconded the motion.
Vote – Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo – Abstained from vote due to absence at meeting.
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Passed 4 to 0

V. **MATTERS FROM THE COMMISSIONERS**

a. Audrey Jaramillo – Discussed Swearing in Ceremony and deadlines according to state statute; Congratulated the newly elected Commissioners from the Local Election; Gave her thoughts and prayers to Ribs Barbecue due to the recent tragedy they have experienced.
b. Jerry Powers – Had comments on Rainbow Road but, saved them for the item pertaining to the issue on the Agenda.
c. Phil Anaya – No comments.
d. Sterling Donner – Gave his prayers to the Gunter family.
e. Kenneth Brennan – Gave prayers to the Gunter family and all the employees at Ribs during this difficult time; Thanked everyone who voted in the election and congratulated the winning candidates; Thanked the Parks and Rec Department for their amazing job at the Trunk or Treat event.

VI. **MATTERS FROM THE CLERK**

Commented on the unofficial election results and congratulated the winners; Discussed the issues with the December 26th meeting and the possibility of canceling or rescheduling the meeting.

VII. **MATTERS FROM THE CHIEF OF POLICE**

Commented on the Santa Fe County OME Task Force and will provide the recommendations to Clerk Martinez for the Public's reference at the next meeting.

VIII. **MATTERS FROM THE TOWN MANAGER**

Commented on the Comp Plan for the Town, the large amount of grease that wastewater has been seeing, the library book sale, the Finance Department and the audit, issues with Town cameras, Dumpster day, and current RFP's the Town gone out for. She also allowed CDM Smith to present on Wastewater, and Parks and Rec Administrator, Jimmy Martinez to present on Dumpster Days to the Commission. Lastly, she mentioned issues with the January 8th meeting and MOLI Training and the Commission agreed to move the January 8th, 2024, to January 16th, 2024.

IX. **DISCUSSION AND ACTION ITEMS**

Motion – Commissioner Powers made the motion to move item S to before Item A.
Second – Commissioner Anaya seconded the motion.
Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

S. Discussion regarding the use of the Remaining 2014 Go Bond Funds on Rainbow Road. (Commissioner Jaramillo)
For Information Purposes Only

A. Public Hearing: Ordinance 2023-011 An Ordinance Amending Ordinance No. 2008-02 Establishing a Public Library and Library Advisory Board (Manager McCracken and Library Operations Manager Brandyn Burke)
There were no Public Comments for the Public Hearing.

Motion – Commissioner Jaramillo made the motion to approve Ordinance 2023-011 An Ordinance Amending Ordinance No. 2008-02 Establishing a Public Library and Library Advisory Board with the removal of the word Mayoral in Item 2.1 D to read "Commission Appointment and Approval"
Second – Commissioner Powers seconded the motion.
Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

B. Public Hearing: Ordinance 2023- 012 ATV/OHV Ordinance (Commissioner Powers)
Motion – Commissioner Powers made the motion to approve Ordinance 2023-012 ATV/OHV Ordinance Redline.
Second – Commissioner Anaya seconded the motion.

Public Comment – "iPhonya" - Commented on the Ordinance being hard to understand.
Chief Rodger Jimenez – Answered her question and offered to sit down with her and go through the Ordinance personally.

Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

C. Certification of Town's 6/30/2023 Capital Assets Listing (Commissioner Jaramillo)

Motion – Commissioner Brennan made the motion to approve the Certification of Town's 6/30/2023 Capital Assets Listing
Second – Commissioner Powers seconded the motion.

Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

D. Creation of a Part-Time Community Outreach/Public Relations Employment Position and Job Description. (Commissioner Donner)
Motion – Commissioner Donner made the motion to have Manager McCracken come up with a Job Description for a Part Time Community Outreach/Public Relations Position and accepting the friendly amendment from Commissioner Powers to use the Money from the current open Project Manager position to fund the new position.
Second – Commissioner Anaya seconded the motion.

Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Nay
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 4 to 1

E. Breakdown of Attorney and Legal Fees (Commissioner Donner)
For Information Purposes Only

F. Verkada Security Proposal for Edgewood Police Department, Edgewood Community Library, and Edgewood Animal Control. (Manager McCracken and IT Manager Noah Miller.
For Information Purposes Only

Motion – Commissioner Powers made the motion to move Item P and Item N up to the next two items on the Agenda.
Second – Commissioner Brennan Seconded the motion.
Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

P. Resolution 2023-046 - Town of Edgewood 2024 Holiday Calendar (Manager McCracken)

Motion – Commissioner Donner made the motion to approve Resolution 2023-046 - Town of Edgewood 2024 Holiday Calendar with the friendly amendment from Commissioner Jaramillo to Change Juneteenth to National Emancipation Day.

Second – Commissioner Powers Seconded the motion.

Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

N. Call for Public Hearing on Ordinance 2023- __ - Cell Tower Ordinance (Manager McCracken)

Motion – Commissioner Brennan made the motion to call for a Public Hearing on Ordinance 2023 __ Cell Tower ordinance on December 12th , 2023

Second – Commissioner Donner Seconded the motion.

Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

G. Approval of the Installation of a Safe Haven Baby Box in the Town of Edgewood (Commissioner Brennan and Commissioner Jaramillo)

Motion – Commissioner Powers made the motion to have the Town Manager and Commissioner Brennan begin working with the Fire Department and to have the Town Clerk begin the paperwork for the funding to have a Safe Haven Baby Box installed in the Town of Edgewood.

Second – Commissioner Jaramillo Seconded the motion.

Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo - Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

H. Presentation from P&Z Manager Brad Hill on recent abatements. (Manager McCracken)
Moved to November 28th 2023 meeting.

I. Presentation from P&R Advisory Committee Member K.R. Scott on Senior Community Involvement.(Manager McCracken)
Moved to November 28th 2023 meeting.

J. Approval of MOU between the Town of Edgewood and the Friends of the Library for use of the Book Barn (Manager McCracken
Moved to November 28th 2023 meeting.

K. Approval of MOU Between the Town of Edgewood and MRCOG for Edgewood Junior Bill 23-ZH9296 (Manager McCracken)
Moved to November 28th 2023 meeting.

L. Appointment of Christopher Barrett to the Library Advisory Board Alternate Position (Manager McCracken and Library Operations Manager Brandyn Burke)
Moved to November 28th 2023 meeting.

M. Approval of MOU GSD/FMD LRN# 2023-0091 Between the Town of Edgewood and the State Fire Marshall Regarding Use of the Old Town Hall Building. (Manager McCracken)
Moved to November 28th 2023 meeting.

O. Approval of edits to the Town of Edgewood Personnel Policy Manual (Manager McCracken)
Moved to November 28th 2023 meeting.

Q. Approval of Sun Vista Outdoor Advertising LLC Agreement (Manager McCracken)
Moved to November 28th 2023 meeting.

R. Discussion Regarding Old Town Hall Proposal and Plan (Commissioner Donner)
Moved to November 28th 2023 meeting.

X. **CLOSED SESSION**

A. As per Motion and Roll Call pursuant to NMSA 1978 Section 10-15-1(H)(8) - Meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by the public body - Specifically, discussion considering a Land Swap Between the Town of Edgewood and EPCORE (Commissioner Donner)

Motion – Commissioner Powers made the motion to have all unfinished items except Item H, per the request from Planning and Zoning Administrator Brad Hill, to be moved in the order that they are currently to the next agenda and the Commission to go into Closed Session as per Motion and Roll Call pursuant to NMSA 1978 Section 10-15-1(H)(8)
Second – Commissioner Donner seconded the motion.

Roll Call Vote – Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo – Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

The Commission went into Closed Session at 9:22pm.

Motion – Commissioner Powers made the motion to come out of Closed Session.
Second – Commissioner Donner seconded the motion.
Roll Call Vote – Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo – Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

The Commission returned to Open Session at 9:36pm.

Commissioner Brennan affirmed that only items on the agenda under Closed Session were discussed and no decisions were made.

Commissioner Donner so affirmed.
Commissioner Powers so affirmed.
Commissioner Anaya so affirmed.
Commissioner Jaramillo so affirmed.

Motion – Commissioner Donner made the motion to have Manager McCracken and Planning and Zoning Manager Brad Hill obtain appraisals on the two pieces of property that were discussed.
Second – Commissioner Powers seconded the motion.
Vote - Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo – Aye
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion Carried 5 to 0

XI. **PUBLIC COMMENTS**
No Public Comments.

XII. **ADJOURN**
Motion – Commissioner Powers made the motion to Adjourn the meeting.
Second – Commissioner Anaya seconded the motion.
Vote – Commissioner Anaya – Aye
Commissioner Donner – Aye
Commissioner Jaramillo – Aye.
Commissioner Powers – Aye
Commissioner Brennan – Aye
Motion carried 5 to 0

The meeting was Adjourned at 9:38PM.

PASSED, APPROVED, and ADOPTED this 28th day of November 2023.

_____
Ken Brennan, Mayor

ATTEST:

_____
Rachel Martinez, Clerk

Edgewood Police Department

Making Edgewood Better Together

Roger P. Jimenez, Chief of Police

October 2023

Commission Report

Police Department Overall Statistics

October 2023

	Current Month	Last Month	Trend Month V. Month
Dispatched Activities	477	454	4.8%
From Dispatch	225	265	-17.7%
Self-Initiated	252	189	25%
Traffic Stops	157	84	46.5%
Offense Reports	39	42	-7.6%
Crash Reports	21	20	4.7%
Arrest	10	15	-50%
Response Times		See Log	
Animals Taken in	8	9	-12.5%
Adopted	8	12	-50%
Calls for Service	30	42	-40%
Reclaimed	1	2	-100%
Volunteer Hrs.	68.5	77	-12.4%

1. We provided security for the GOP event on October 7th, 2023 at Venus Park.
2. The Police Department also participated in the 2023 Trunk or Treat at Venus Park.

COMMUNICATIONS

Events_by_Nature_Code

Agency: EDPD, Event date/Time range: 10/01/2023 00:00:00 - 10/31/2023 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	9	9	2%	0:05:54	0:06:50	0:08:43	3:00:32	0:20:03
ABANDONED VEHICLE	0	0	1	1	0%	0:08:28	0:08:33	0:33:46	0:50:47	0:50:47
ASSIST FIRE DEPARTMENT	0	0	1	1	0%	0:00:07	0:02:23	1:18:24	1:20:54	1:20:54
ASSIST PUBLIC	0	7	0	7	1%	0:00:01	0:00:00	0:49:40	5:47:45	0:49:40
ASSIST WITH NEIGHBOR DISPUTE	0	0	3	3	1%	0:07:34	0:06:04	0:39:16	2:38:46	0:52:55
ASSISTANCE CALL	0	1	17	18	4%	0:17:30	0:09:18	0:59:56	26:33:15	1:33:43
ASSISTING AMBULANCE	0	0	5	5	1%	0:01:00	0:04:22	1:28:50	7:51:05	1:34:13
ATV MOTORCYCLE COMPLANIT	0	0	3	3	1%	0:05:48	0:03:57	0:05:47	0:44:04	0:14:41
CHECK BUSINESS ALARM	0	0	7	7	1%	0:05:55	0:03:05	0:08:28	1:53:14	0:16:10
CHECK RESIDENTIAL ALARM	0	0	3	3	1%	0:04:24	0:05:16	0:04:04	0:41:15	0:13:45
CIVIL PAPER SERVICE	0	3	0	3	1%	0:00:00	0:00:00	0:08:51	0:26:34	0:08:51
CIVIL STAND BY	0	0	1	1	0%	0:12:45	0:04:36	0:32:23	0:49:44	0:49:44
CLOSE PATROL	0	28	1	29	6%	0:00:52	0:13:05	0:26:17	13:12:50	0:27:20
CRIMINAL DAMAGE TO PROPERTY	0	0	2	2	0%	0:04:53	0:02:01	0:18:29	0:50:47	0:25:23
CRIMINAL DAMAGE TO VEHICLE	0	0	1	1	0%	0:38:48	0:03:10	0:22:43	1:04:41	1:04:41
CRIMINAL TRESPASS	0	0	1	1	0%	0:26:58	0:16:31	0:36:35	1:20:04	1:20:04
CYFD REFERRAL	0	0	1	1	0%	0:03:03	1:14:45	1:47:00	3:04:48	3:04:48
DISORDERLY CONDUCT	0	0	17	17	4%	0:04:50	0:06:54	0:21:59	14:43:10	0:51:57
DOCUMENTED INFORMATION	0	1	4	5	1%	0:08:49	0:17:20	0:29:21	3:51:08	0:46:13
DOMESTIC DISTURBANCE	0	0	4	4	1%	0:04:28	0:08:40	1:03:52	5:08:04	1:17:01
DRIVING UNDER THE INFLUENCE	0	0	1	1	0%	0:00:58	0:04:27	5:31:36	5:37:01	5:37:01
EMBEZZLEMENT	0	0	1	1	0%	0:32:37	0:00:00	0:00:00	1:05:34	1:05:34
FOLLOW UP INVESTIGATION	0	18	0	18	4%	0:00:01	0:13:47	0:46:13	14:19:31	0:47:45
FRAUD	0	1	2	3	1%	0:17:53	0:09:43	0:33:06	2:24:48	0:48:16

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AGENDA ITEM #B.i.

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
HARASSMENT	0	0	2	2	0%	0:40:03	0:33:56	0:16:00	2:46:19	1:23:09
IDENTITY THEFT	0	0	2	2	0%	0:02:49	0:19:07	0:33:00	1:29:45	0:44:52
ILLEGAL DUMPING	0	0	1	1	0%	0:06:42	0:27:31	0:00:05	0:34:18	0:34:18
ILLEGALLY PARKED VEHICLE	0	0	2	2	0%	0:03:17	0:02:33	0:02:27	0:16:35	0:08:17
OFFICER ASSISTING OTHER DEPART	0	4	2	6	1%	0:05:16	0:19:22	1:14:16	8:09:40	1:21:36
OVERDOSE OR POISONING BY INGES	0	0	1	1	0%	0:01:58	0:05:16	0:15:49	0:23:03	0:23:03
PSYCHIATRIC ABNORMAL BEHAVIOR	0	1	6	7	1%	0:01:38	0:05:54	0:31:28	4:29:53	0:38:33
RECKLESS DRIVER CHECK	0	0	18	18	4%	0:07:07	0:04:31	0:04:35	4:54:17	0:16:20
SPECIAL ASSIGNMENT	0	2	0	2	0%	0:00:00	0:00:00	4:06:36	8:13:13	4:06:36
STALLED VEHICLE	0	8	3	11	2%	0:02:52	0:06:46	0:08:59	2:17:35	0:12:30
SUSPICIOUS PERSON OR ACTIVITY	0	1	8	9	2%	0:03:32	0:05:14	0:12:55	3:17:29	0:21:56
SUSPICIOUS VEHICLE	0	6	6	12	3%	0:03:37	0:03:00	0:15:33	3:38:02	0:18:10
TEMPORARY RESTRAINING ORDER	0	1	0	1	0%	0:00:00	0:00:00	0:00:00	0:11:06	0:11:06
TRAFFIC DIRECTION	0	1	0	1	0%	0:00:01	0:00:00	0:07:05	0:07:06	0:07:06
TRAFFIC STOP	0	157	0	157	33%	0:00:01	0:00:00	0:08:10	21:24:12	0:08:10
UNATTENDED DEATH	0	0	1	1	0%	0:01:06	0:03:19	1:25:22	1:29:47	1:29:47
UNLAWFUL USE OF TELEPHONE	0	1	0	1	0%	0:00:00	0:00:00	0:56:29	0:56:29	0:56:29
WARRANT SERVICE	0	0	1	1	0%	0:08:27	0:59:27	2:30:55	3:38:49	3:38:49
WEAPONS OR EXPLOSION INFRACT	0	0	4	4	1%	0:01:47	0:06:25	0:52:49	3:03:21	0:45:50
WEAPONS POSSESSION	0	0	1	1	0%	0:03:53	0:00:00	0:00:00	0:25:27	0:25:27
WELFARE CHECK	0	5	25	30	6%	0:11:19	0:08:53	0:28:35	19:10:06	0:38:20
WRONG WAY DRIVER	0	1	1	2	0%	0:01:36	0:06:42	0:12:38	0:33:34	0:16:47
Subtotals for No Summary Code	**0**	**247**	**169**	**416**	**87%**	**0:07:38**	**0:11:58**	**0:46:57**	**210:50:27**	**0:59:45**
ANIMAL CALL	0	0	4	4	1%	5:23:49	0:00:00	0:01:07	22:14:32	5:33:38
ANIMALS RUNNING AT LARGE	0	0	11	11	2%	10:12:24	0:18:32	0:12:25	117:00:45	10:38:15
ASSISTANCE WITH ANIMALS	0	0	2	2	0%	12:16:04	0:10:04	0:00:21	25:01:16	12:30:38
BARKING DOG	0	0	4	4	1%	3:16:43	0:24:02	0:12:15	15:13:21	3:48:20

AGENDA ITEM #B.i.
Page 16 of 514

Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
DEAD ANIMAL	0	0	1	1	0%	0:00:00	0:00:00	0:00:00	0:10:11	0:10:11
DOG BITE	0	0	2	2	0%	0:12:18	0:04:13	1:52:15	3:04:51	1:32:25
INJURED OR SICK ANIMAL	0	0	1	1	0%	0:12:09	0:00:00	0:00:00	0:30:34	0:30:34
STRAY	0	1	2	3	1%	0:37:19	0:05:49	0:20:38	2:22:23	0:47:27
VICIOUS ANIMAL	0	0	2	2	0%	0:06:34	0:17:50	0:12:20	1:13:29	0:36:44
Subtotals for ANIM	**0**	**1**	**29**	**30**	**6%**	**4:02:10**	**0:13:25**	**0:24:29**	**186:51:22**	**4:00:55**
AGGRAVATED ASSAULT	0	0	1	1	0%	0:03:35	0:03:46	0:26:18	0:33:39	0:33:39
ASSAULT OR SEXUAL ASSAULT	0	0	1	1	0%	0:04:21	0:07:02	0:58:38	1:10:01	1:10:01
Subtotals for ASLT	**0**	**0**	**2**	**2**	**0%**	**0:03:58**	**0:05:24**	**0:42:28**	**1:43:40**	**0:51:50**
BURGLARY	0	0	1	1	0%	0:12:59	0:12:23	1:19:14	1:44:36	1:44:36
BURGLARY IN PROGRESS	0	0	1	1	0%	0:00:00	0:00:00	0:00:00	0:21:58	0:21:58
BURGLARY MOTORVEHICLE IN PROGR	0	0	1	1	0%	0:05:06	0:00:00	0:00:00	1:17:58	1:17:58
BURGLARY OF MOTOR VEHICLE	0	0	1	1	0%	0:02:19	0:10:56	0:14:51	0:28:06	0:28:06
Subtotals for BURG	**0**	**0**	**4**	**4**	**1%**	**0:06:48**	**0:11:40**	**0:47:02**	**3:52:38**	**0:58:10**
LARCENY	0	0	2	2	0%	0:24:43	0:05:12	0:24:56	1:49:43	0:54:51
SHOPLIFTER	0	0	2	2	0%	0:03:43	0:05:15	0:18:48	0:55:34	0:27:47
Subtotals for LARC	**0**	**0**	**4**	**4**	**1%**	**0:14:13**	**0:05:14**	**0:21:52**	**2:45:17**	**0:41:19**
MV ACCIDENT HIT AND RUN	0	0	1	1	0%	0:02:51	0:00:00	1:32:53	1:35:44	1:35:44
MV ACCIDENT NON INJURY	0	3	11	14	3%	0:08:31	0:08:27	0:39:19	12:25:56	0:53:16
MV ACCIDENT PRIVATE PROPERTY	0	1	2	3	1%	0:11:42	0:07:45	0:26:52	1:59:31	0:39:50
MV ACCIDENT WITH INJURIES	0	0	3	3	1%	0:02:11	0:04:14	0:51:49	1:22:17	0:27:25
Subtotals for MVA	**0**	**4**	**17**	**21**	**4%**	**0:06:19**	**0:06:49**	**0:52:43**	**17:23:28**	**0:54:04**

Page 17 of 314
AGENDA ITEM #B.i.

Grand Totals	**0**	**252**	**225**	**477**	**100%**	**0:38:22**	**0:11:19**	**0:43:44**	**423:26:52**	**1:22:52**

COMMUNICATIONS

Response_Time_Report

Agency: EDPD, Call date/Time range: 10/01/2023 - 10/31/2023

			Time In Minutes				
Time of Day	Priority	# of Calls	Dispatch Delay	Travel Time	Response Time	At Scene Time	Service Time
0700-1059	P	1	1.32	5.57	6.89	35.93	41.50
	1	5	6.38	4.50	10.88	12.93	17.43
	2	9	5.02	9.36	14.38	38.28	47.64
	3 +	91	102.11	3.36	105.47	19.05	22.41
	Avg.	106	88.40	3.95	92.35	20.56	24.51
1100-1459	P	0	0.00	0.00	0.00	0.00	0.00
	1	8	1.55	4.98	6.53	18.13	23.11
	2	9	4.77	6.23	11.00	32.31	38.54
	3 +	82	1.67	1.07	2.74	18.65	19.72
	Avg.	99	1.95	1.86	3.81	19.85	21.71
1500-1859	P	0	0.00	0.00	0.00	0.00	0.00
	1	16	3.19	5.73	8.92	19.87	25.60
	2	10	5.35	5.51	10.86	34.46	39.97
	3 +	72	3.24	3.31	6.55	15.65	18.96
	Avg.	98	3.45	3.93	7.38	18.26	22.19
1900-2259	P	3	0.91	3.49	4.40	12.91	16.40
	1	6	1.71	4.76	6.47	15.58	20.34
	2	5	3.20	5.34	8.54	36.06	41.40
	3 +	38	4.52	4.88	9.40	19.48	24.36
	Avg.	52	3.86	4.83	8.69	20.24	25.07
2300-0259	P	0	0.00	0.00	0.00	0.00	0.00
	1	6	1.20	2.99	4.19	15.04	18.03
	2	1	2.47	3.32	5.79	8.62	11.94
	3 +	13	0.63	0.83	1.46	9.06	9.89
	Avg.	20	0.90	1.60	2.50	10.83	12.43
0300-0659	P	0	0.00	0.00	0.00	0.00	0.00
	1	3	6.13	2.52	8.65	10.24	12.76
	2	1	8.17	5.53	13.70	62.77	68.30
	3 +	23	11.61	4.52	16.13	10.24	14.76
	Avg.	27	10.88	4.34	15.22	12.18	16.52
ALL	P	4	1.01	4.01	5.02	18.67	22.68
	1	44	2.98	4.73	7.71	16.86	21.59
	2	35	4.81	6.60	11.41	35.19	41.79
	3 +	319	31.69	2.92	34.61	17.19	20.11
	Avg.	402	25.90	3.45	29.35	18.74	22.19

NEW MEXICO JUDICIAL EDUCATION CENTER
MSC11 6060
1 UNIVERSITY OF NEW MEXICO
Albuquerque, NM 87131-1446

MUNICIPAL COURT MONTHLY FEE REPORT

Name of Municipality: Town of Edgewood Municipal Court
Report for the Months of: November, 2023
Date Submitted: November 27, 2023

PLEASE COMPLETE THIS REPORT REGARDLESS OF WHETHER FEES HAVE BEEN COLLECTED. MAIL TO: THE NEW MEXICO JUDICIAL EDUCATION CENTER.

Fee of three dollars ($3.00), pursuant to NMSA 1978, §35-14-117 (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") $ 60.00

TOTAL TRANSMITTED TO JEC: $ 60.00

Signature of Court's Contact Person: Courtney Bradley

Court's Contact Person: **Courtney Bradley**
Address: **P.O. Box 3610**
City, State, Zip Code: **Edgewood, NM 87015**
Telephone Number: **(505) 926-9031**

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 Municipal Court
Report for the Months of: November, 2023
Date Submitted: November 27, 2023

YOUR TOTAL MUST EQUAL LINES 1 THROUGH 4 AND MATCH 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"**):	$ 0.00
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"**):	$ 0.00
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"**):	$ 0.00
4.	Sum of $6.00 fee, pursuant to NMSA 1978, §35-14-11(B), for the purchase and maintenance of court automation systems in the municipal courts (**"Municipal Court Automation Fee"**):	$ 120.00
	TOTAL TRANSMITTED TO AOC: PLEASE INCLUDE WITH PAYMENT	$ 120.00

Signature of Municipal Court Judge: C. Bradley For William White

Printed Name of Municipal Court Judge: **William H. White**
Address: **P.O. Box 3610**
City, State, Zip Code: **Edgewood, NM 87015**
Telephone Number: **(505) 926-9031**

Edgewood Municipal Court

Fine Fee Summary

From 11/01/2023 12:00 AM to 11/30/2023 11:59 PM
All Case Types and Sub-Types
All Clerks

Receipts		
Case Payment		
Correction Fee		400.00
Court Automation Fee		120.00
Fine		1,531.50
Judicial Education Fee		60.00
	Subtotal:	2,111.50
	Total Receipts:	2,111.50
	Report Total:	**2,111.50**

Edgewood Municipal Court

Epayment Payments Received

From 11/01/2023 12:00 AM to 11/30/2023 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						
202000450-TR-FY	Bell, Jacob	1566527084	CitePayUSA	39.00	11/17/2023 5:45 AM	10705
202300820-TR-SU	Stiles, Cheryl	1542491381	CitePayUSA	39.00	11/14/2023 10:21 AM	10703
202300850-TR-SP	Chavez, Daniel	1472238491	CitePayUSA	29.00	11/06/2023 10:28 AM	10690
202300853-TR-SP	Begay, Phoebe	1436362865	CitePayUSA	89.50	11/02/2023 11:42 AM	10685
202300861-TR-NI	Brugger, Yadira	1492128275	CitePayUSA	267.00	11/08/2023 5:29 PM	10693
202300868-TR-SP	Fedor, Anthony	1474659143	CitePayUSA	59.00	11/06/2023 2:34 PM	10691
202300873-TR-SP	Morin, Benjamin	1538369172	CitePayUSA	59.00	11/13/2023 4:39 PM	10700
202300876-TR-SP	Morrow, Matthew	1449257076	CitePayUSA	50.00	11/03/2023 5:13 PM	10688
202300876-TR-SP	Morrow, Matthew	1564210792	CitePayUSA	44.00	11/16/2023 6:36 PM	10704
202300879-TR-SP	Torres, Kadyn	1624708766	CitePayUSA	94.00	11/24/2023 8:56 AM	10711
202300880-TR-SP	Gonzales, Casey	1619050405	CitePayUSA	59.00	11/22/2023 7:45 PM	10710
202300883-TR-SP	Cox, Tyler	1542004958	CitePayUSA	54.00	11/14/2023 9:28 AM	10702
202300892-TR-SP	Davila-Rubio, Jose	1605913574	CitePayUSA	94.00	11/21/2023 1:00 PM	10708
Total no. of Payments: 13			Subtotal:	$976.50		
Total no. of Payments: 13			**Total:**	**$976.50**		

EDGEWOOD COMMUNITY LIBRARY

171B NM-344 · PO Box 3610 · Edgewood, NM 87015 · 505.281.0138 · www.edgewood-nm.gov

Town of Edgewood
Library Department Report
October FY24

Submitted by: Brandyn Burke

Programs/Events

Pumpkin Carving

- We hosted our annual Pumpkin Carving event with great success! We had 119 patrons in attendance and used the reservation system to help alleviate crowds. Patrons had a wonderful time!

Stranger Things Trivia

- The library hosted its first teen only event in a while with our Stranger Things Trivia. We had 1 patron in attendance, but he won all the prizes. We hope to continue to host teen only events so teens have things they can do in the community.

Story Time

- Story time was every other Wednesday at 11am. Children listened to fun stories and made crafts. We had a total of 60 patrons at story time in October!

Statistics

Monthly Total

- Patrons: 832
- Internet Usage: 114
- Questions: 211

Monthly Averages

- Daily Patron Count: 44
- Daily Internet Usage: 6
- Daily Questions: 11

Monthly Total Circulation and Acquisitions

- New Library Cards Issued: 41
- Materials Added to Collections: 39
- Checkouts: 2,186
- Card Renewals: 47
- Amount Saved: $24,929.75
    - The total amount patrons saved this month by using the library instead of buying books.

Volunteers

- Volunteers: 10
- Total Monthly Volunteer Hours: 149.9

Current Projects

Adult Fiction Weeding & Relabeling

- So far, we have weeded a little over half of our Adult Fiction section. As we weed, we are also updating spine labels and adding genre stickers.
- Torrance County Detention Facility took 369 books that we weeded. The rest will be sold at an upcoming book sale.

Town Website Updates

- We are in the process of updating the library pages for the Town of Edgewood website. So far, the library homepage, events page, and programming page have been updated.

Coming Up Soon

Library Advisory Board Meeting

- Anyone is welcome to attend the next Library Advisory Board meeting on November 16, 2023, 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 still have 24/7 access to the library's digital collection and public Wi-Fi. More information about these and other municipal services can be found at www.edgewood-nm.gov . Want to receive automatic text and email notifications about newsworthy items, alerts, and posted agendas? Subscribe from the bottom of the homepage! You can also follow Town events and happenings from Facebook too! Just select the Facebook icon in the upper righthand corner from the homepage!

Monthly Report for October 2023

Upcoming monthly report for October

October 1 & 2

Dumpster Days

- 144 vehicles 1st day
- 28 vehicles 2nd day

October 14

Morarity Homecoming parade

- Candy – used left over from Tijeras 50th anniversary.

October 28

Trunk and treat

- Walmart – gift cards, extension cords, inflatable, tent stakes, donuts, and candy $339.82
- Sam's Club – candy $333.48
- Amazon – extension cords $140.39

Upcoming monthly report for November

November 4

- Day of the Dead Dance
- DJ – volunteer, pizzas 10 half donation from Dominos, other half paid $53.00

November 18 & 19

- 111 vehicles 1st day
- 27 vehicles 2nd day

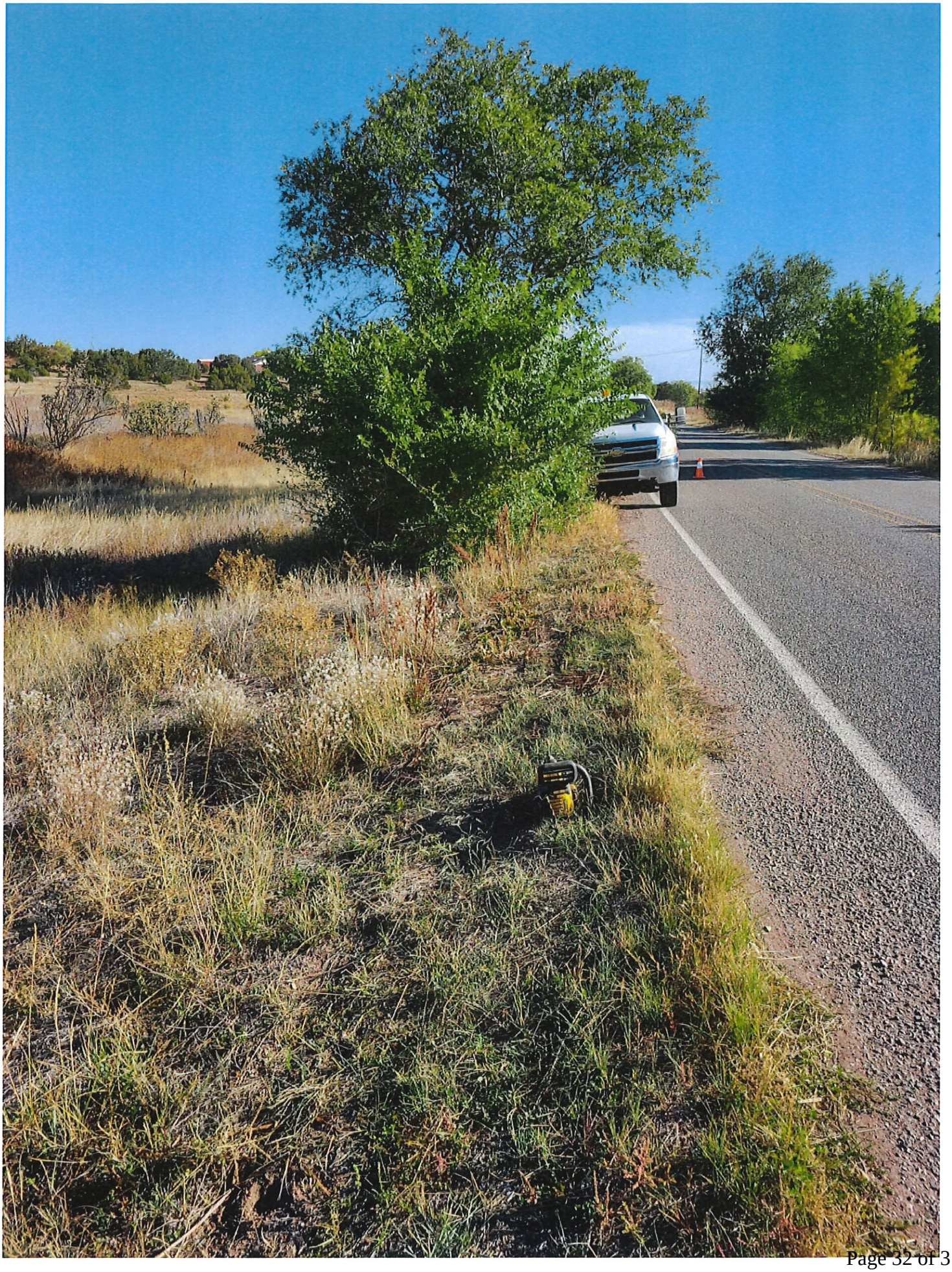


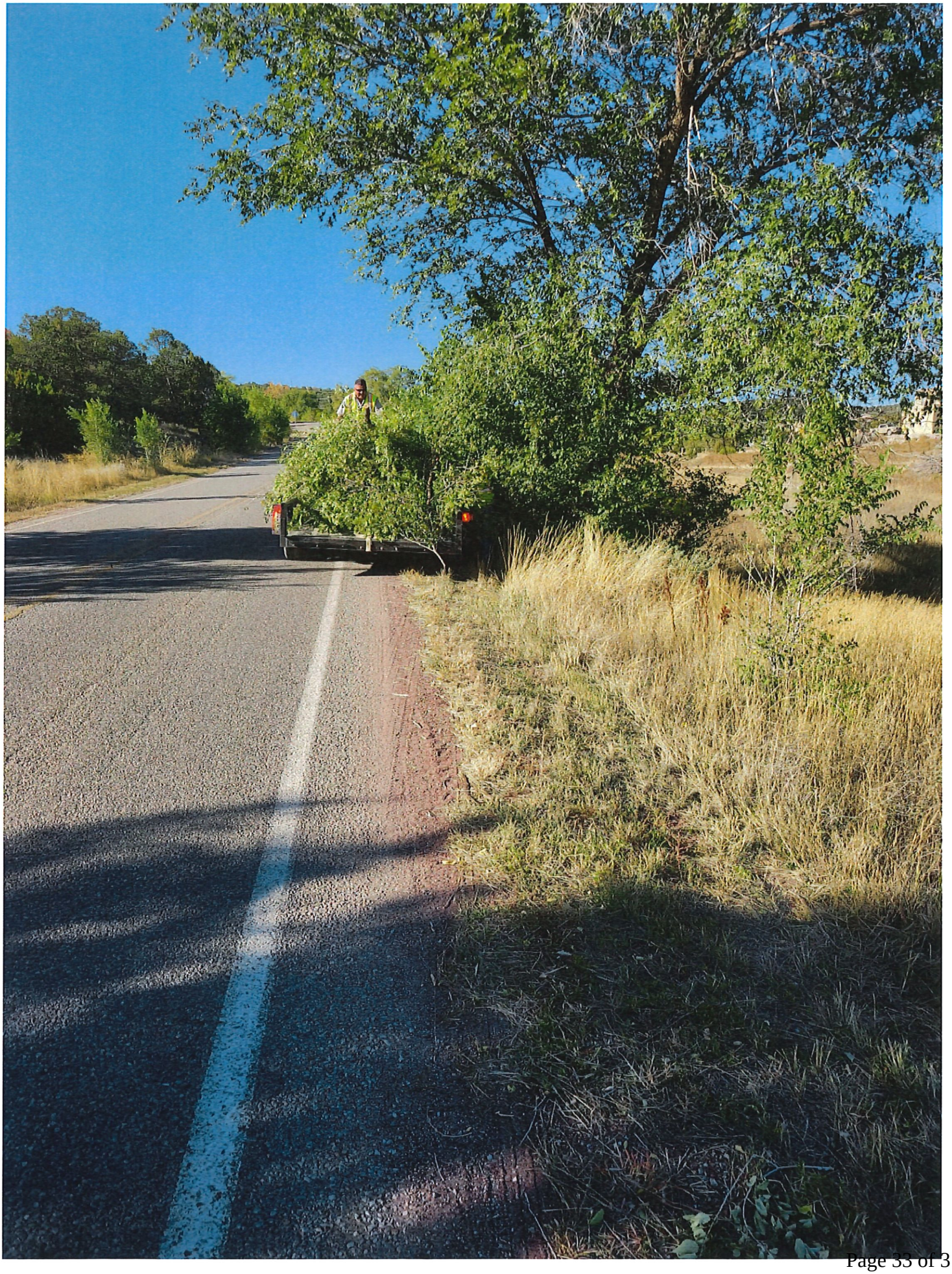


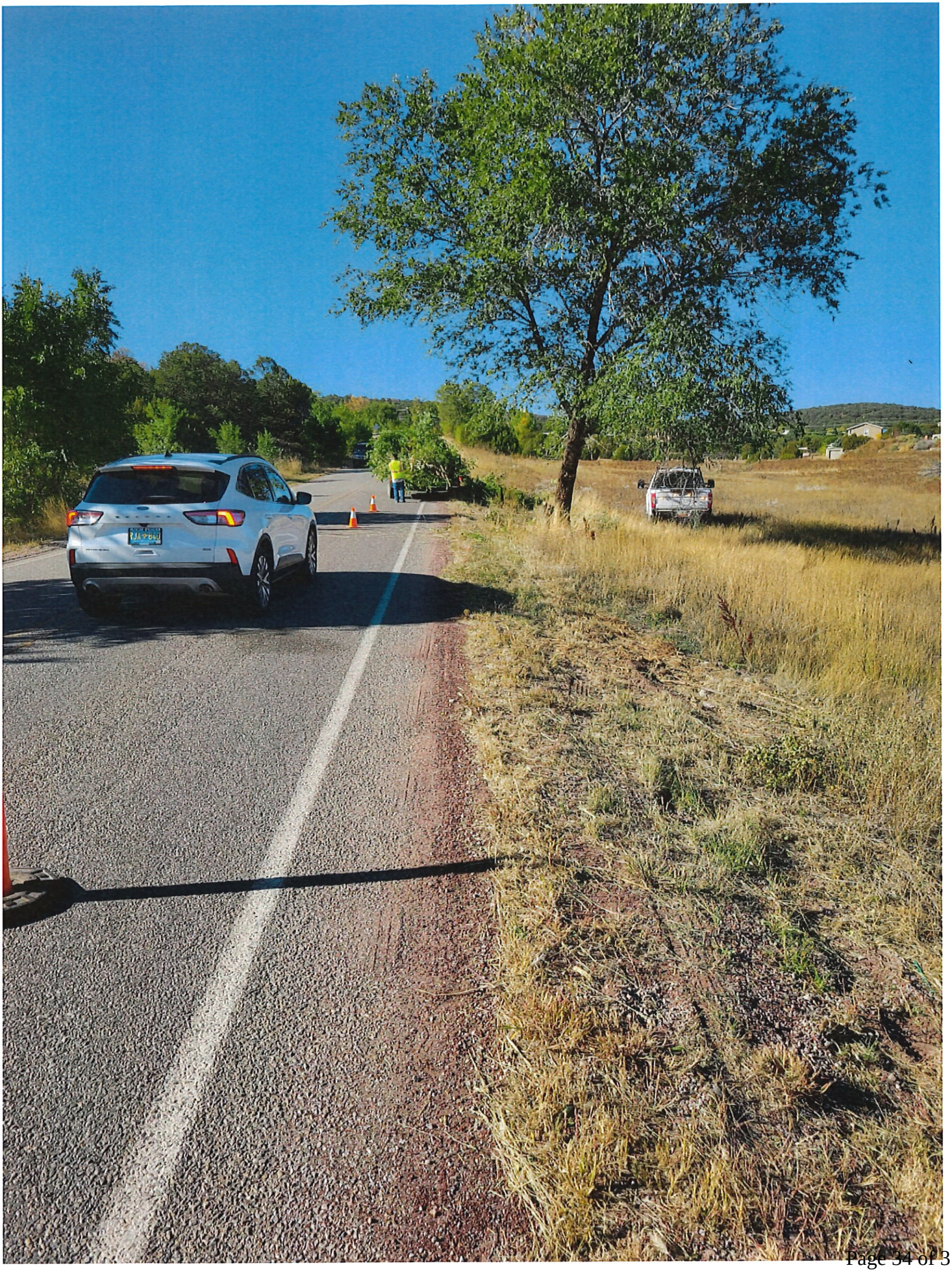




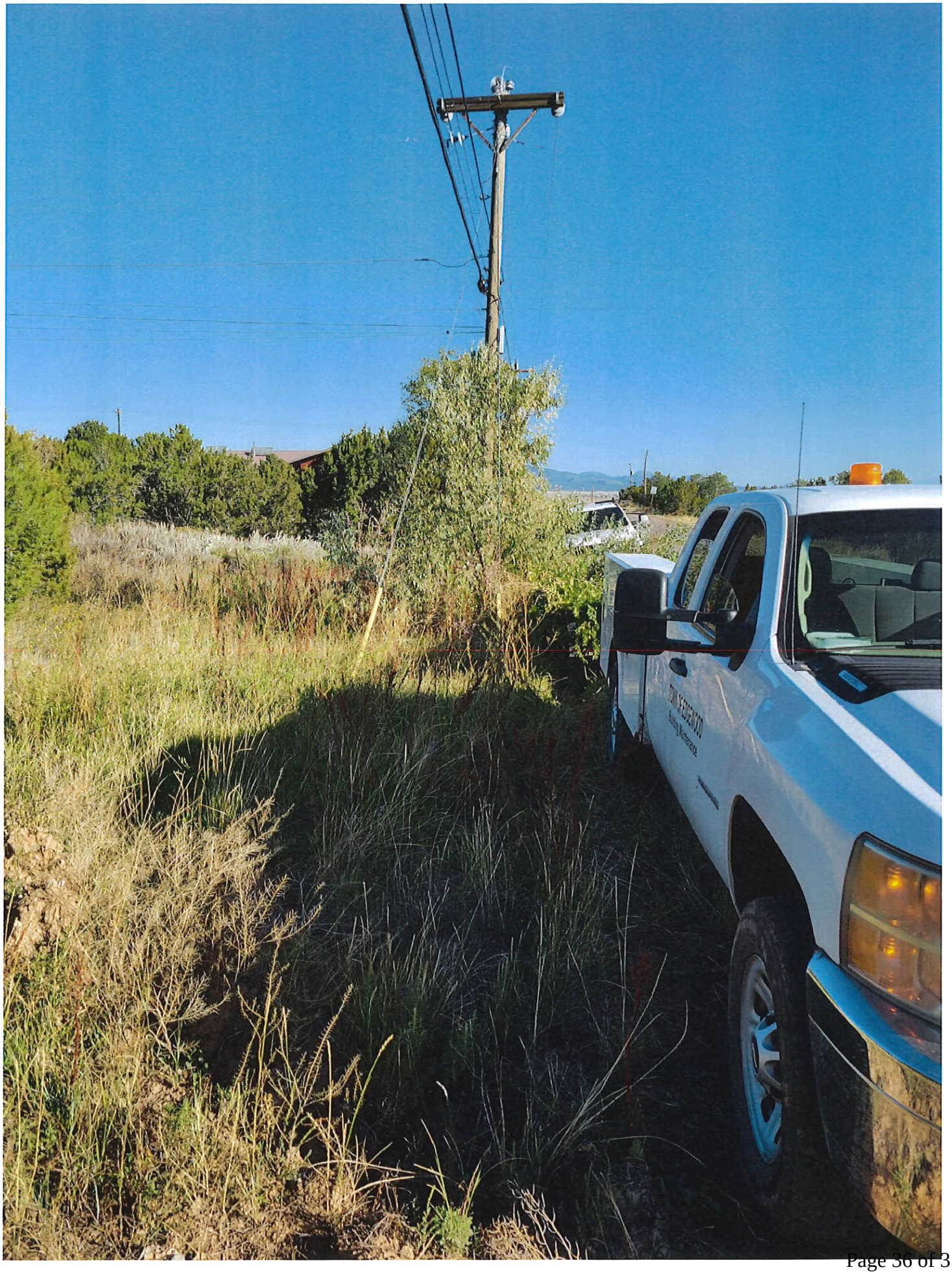


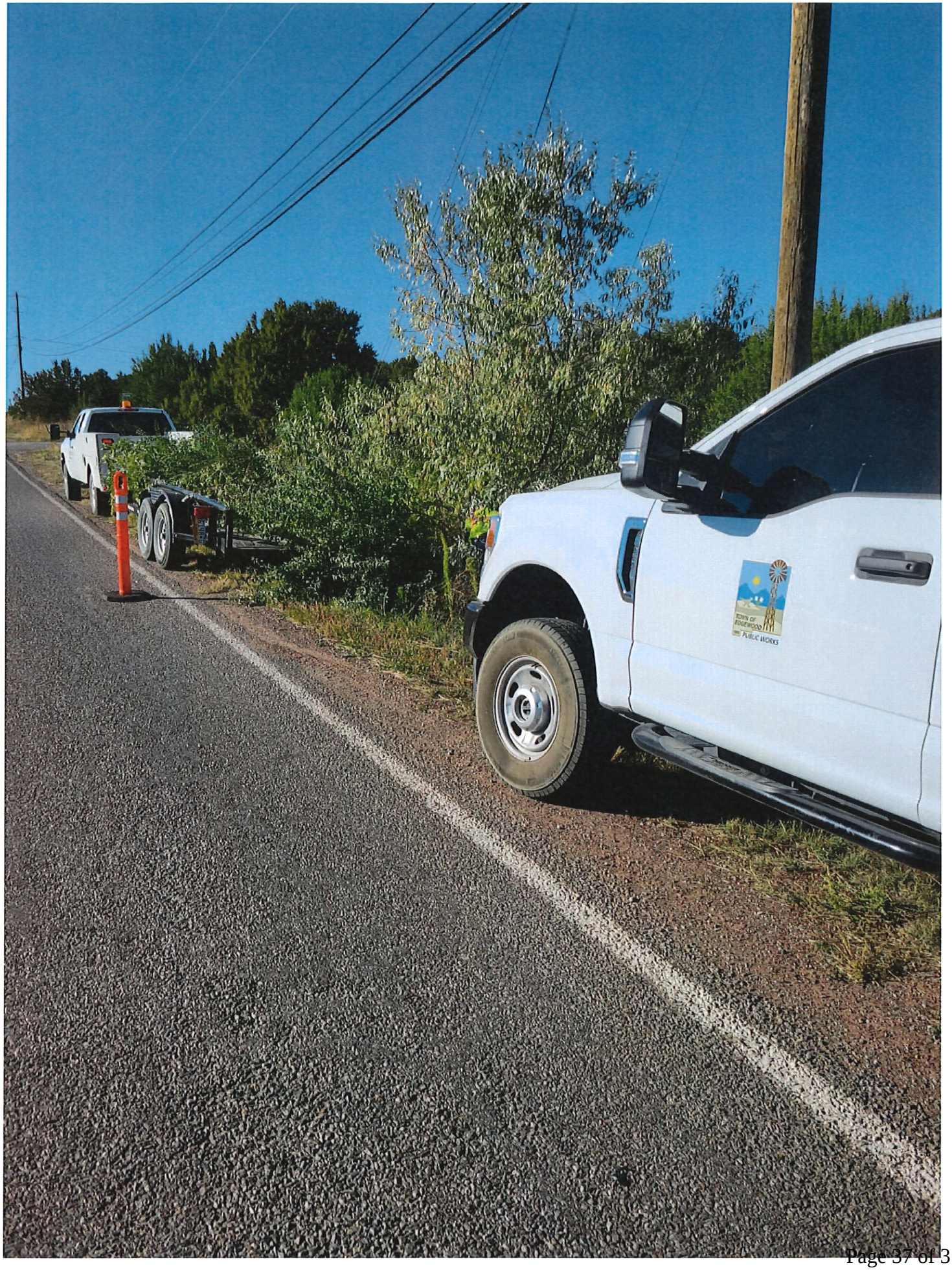




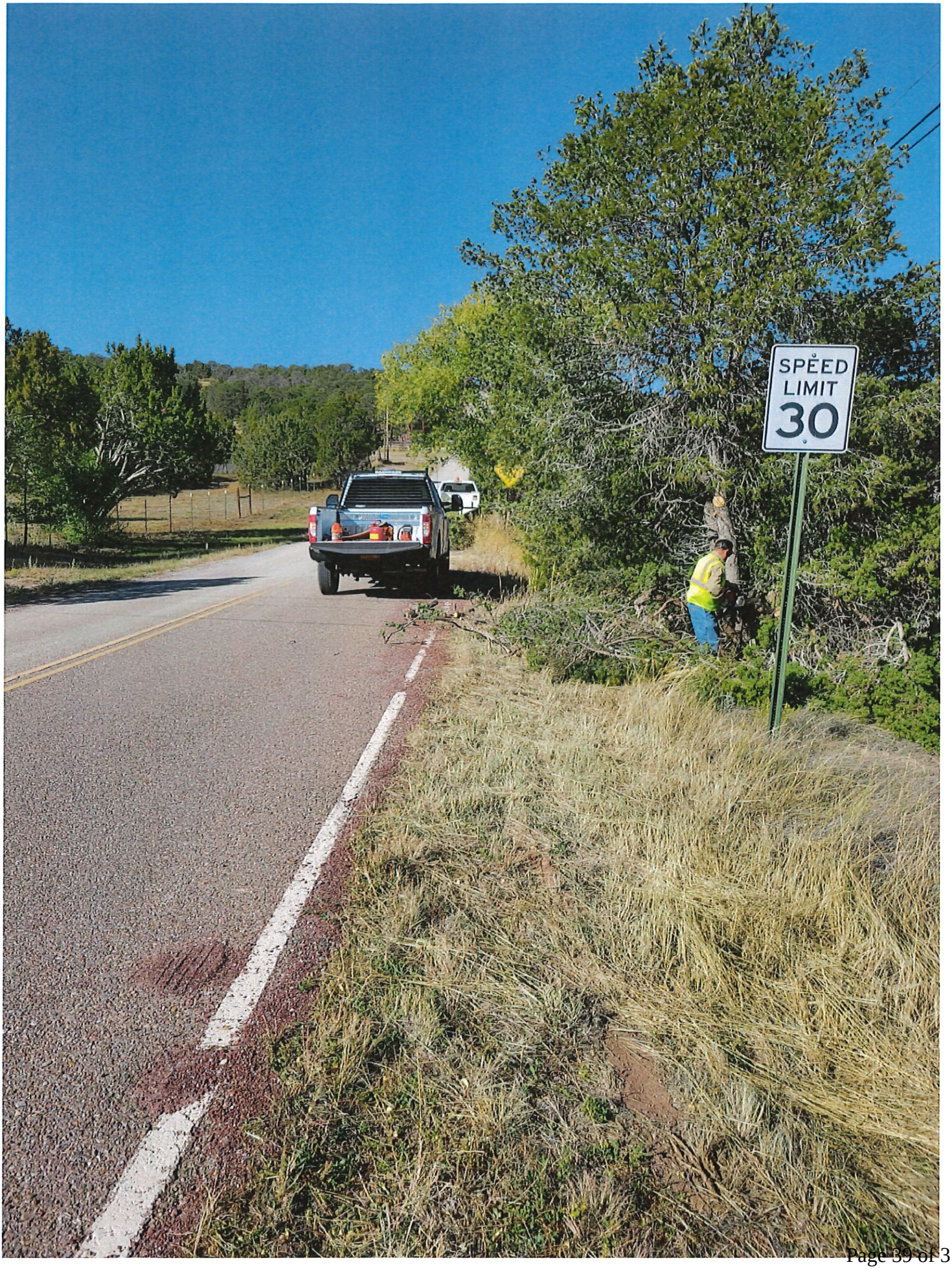


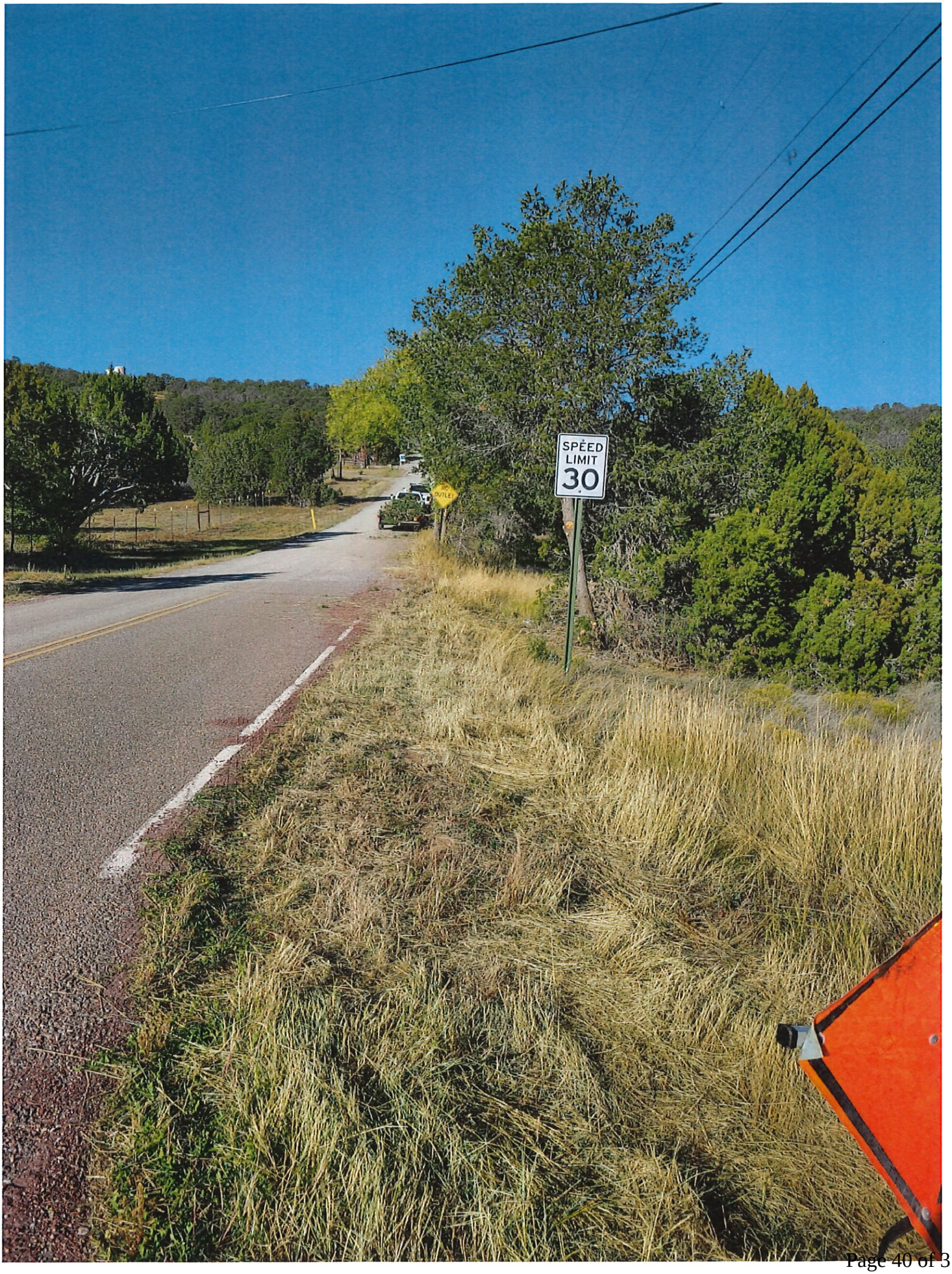




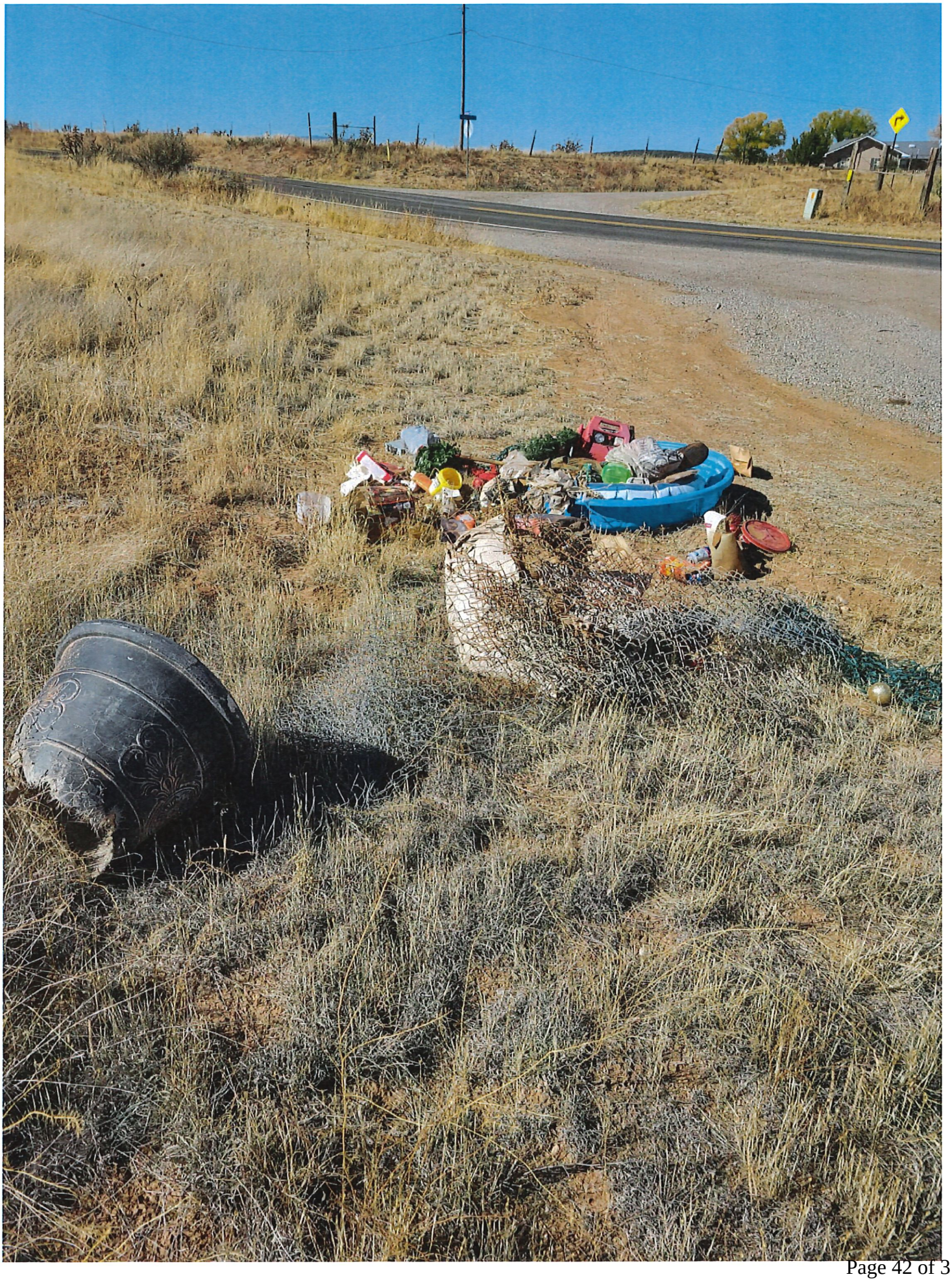

TOWN OF
ENGLEWOOD
PUBLIC WORKS


SPEED
LIMIT
30


SPEED
LIMIT
30


SPEED
LIMIT
30











Monthly Maintenance Report for October,2023

- Bassett Park And Venus Park is checked daily for litter
- Edgewood community park is checked daily
- Minor Repairs, for the Town hall offices
- Picked up 33, 50-gallon trash bags, basset Park, Venus Park, Edgewood community park
- Service equipment weekly
- Mowed and weeding old Town Hall, Community Park, Venus, Moseley, Evening Star, Serrania, Church, Cactus, Williams ranch road, Skyline dr, Municipal Way, Moriarty rd
- Weeding old 66 & 344 intersection
- Clean gazebo at Venus Park with water truck
- Weeding animal control & municipal court
- Installed panels for kennels & fix shade screens
- Weeding on church street across from Walmart
- Fix air vents community center
- Litter pickup 344 & old 66, by Walmart total bags 8–50-gallon trash bags
- Trimming trees Edgewood 7, Camino de sur, animal control
- Litter pickup on Dinkle West

Manuel Madrid Maintenance Supervisor

Mike Tenorio, Maintenance

Matt Valencia, Maintenace

Joann Sandoval, Custodian

Quarterly Report Summary

3rd Quarter 2023

Andrew C. Romero
Environmental Scientist, Pollution Prevention Section
New Mexico Environment Department
Ground Water Quality Bureau
1190 St. Francis Drive, P.O. Box 5469
Santa Fe, NM 87502-5469

Mr. Romero,

Attached please find the Quarterly report for the Town of Edgewood for the 3rd quarter 2023. I've enclosed a summary sheet with the relevant flow readings, as well as a summary of the lab results. I've also enclosed all the sheets from the Laboratory, Hall Environmental, as required by our permit (DP-1654).

As mentioned in last quarter's report, on March 27th we removed all the debris that had accumulated over the years in membrane basin 1. We also installed 4 brand new membrane cassettes in membrane basin 1 as well as cleaned all the aeration diffusers in membrane basin number one. I'm happy to report we met all the permit requirements with respect to the alternative disposal area this quarter. We had samples that exceeded the E-Coli requirements and turbidity with respect to Re-Use, please remember that we have not discharged any water to Re-use. We continue to adjust the process with the plan to be to Re-use the water, but we are not there yet so will continue to use the alternate disposal site as long as necessary.

As mentioned in all previous quarterly reports. Condition #8 sets an E. Coli limit for Class 1A reuse and the alternative disposal area expressed as a 30-day average. My experience is bacteriological averages are calculated using a geometric mean as opposed to a 30-day arithmetic mean. Our old permit also stated bacteriological averages were to be calculated by geometric mean. Please provide clarity as to how the E. Coli averages are to be calculated.

I would also like to request some clarification to the new DP-1654 on the following also.

- The E. Coli limit for the alternative disposal area average is shown as units of "MPN/100 mL" whereas the Maximum E. Coli limit is expressed as units of "cfu/100 mL". Please provide clarity on which units the E. Coli should be tested and reported by the Laboratory and in the report.

Under the new permit we are only required to measure BOD, Turbidity, and E.Coli during any week that discharge of Class 1A reclaimed wastewater or treated wastewater to the alternative disposal

area occurs. However, we have continued to measure these analytes regardless, in an effort to understand how the plant is doing and make appropriate changes and I have included the results in the report.

If you have any questions or concerns, please let me know.

Sincerely,

Larry Hall

Larry Hall, Town of Edgewood, Wastewater Department

Edgewood Wastewater Treatment Facility
Discharge Permit #1654

3rd Quarter 2023 Report

MBR Discharge

Date	TKN	NO3	Total Nitrogen (TN)	BOD5 Ave./Max.	NTU Ave. /Max.	E.Coli CFU/100 mL 30-day Average/Max.	UV % Trans. Range	TDS/Chloride (mg/L)
Oct-22				30	5/5	837.25/>2419.6 (E. Coli)	0*	TDS=1250; Chloride=270
Nov-22	4.8	<.50	<5.3	14.3/16	4.76/5	183.74/613.1 (E. Coli)	0*	TDS=1210; Chloride=250
Dec-22	3.1	1.9	5.0	12.1/19	5/5	1847.63/>2419.6 (E. Coli)	0*	TDS=1450; Chloride=370
Jan-23	3.4	3.6	7.0	34.5/44	4.95/5	761/>2419.6 (E. Coli)	0*	TDS=1550; Chloride=420
Feb-23	1.8	<.10	<1.9	18.5/23	4.7/5	8/25.9 (E. Coli)	0*	TDS=1260; Chloride=260
Mar-23	5.9	2.1	8.0	17.9/32	4.6/5	293.4/1046.2 (E. Coli)	0*	TDS=1240; Chloride=350
April-23	1.1	1.5	2.6	2.6/3.2	1.2/4.9	<1.0/<1.0	0*	TDS=1360; Chloride=360
May-23	<1.0	0.12	<1.12	4.5/7.0	0.99/4.95	<1.0/<1.0	0*	TDS=1220; Chloride=340
June-23	2.2	3.9	6.1	5.05/7.91	0.59/4.9	6.4/22.6	0*	TDS=1580; Chloride=550
July-23				7.6/9.13	.51/2.8	38.4/149.7	0*	TDS= ; Chloride=
Aug-23	<1.0	4.0	<5.0	3.59/5.18	1.2/5	58.7/119.1	0*	TDS=1230; Chloride=390
Set-23	<1.0	0.8	<1.8	3.64/5.28	1.7/4.95	21.1/27.9	0*	TDS=1570; Chlorides=350

CLASS 1A REUSE Discharge Permit #1654 Limits**; TN** = 10mg/L; **Fecal Coliform Bacteria** = 5 MPN/100 mL (30 day Geometric Mean), 23 MPN/100 mL (Maximum); **E.Coli** = 3 cfu/100 mL (30-day Average), 15 cfu/100mL (Maximum); **BOD5** = 10 mg/L BOD (30 day Average), 15 mg/L (Maximum); **Turbidity** = 3 NTU (30 day Average), 5 NTU (Maximum)

ALTERNATE DISPOSAL SITE Discharge Permit #1654 Limits**; TN** = 10mg/L **E.Coli** = 630 MPN/100 mL (30-day Average) 3,150 cfu/100 mL (Maximum) **BOD5** = 30 mg/L (30 day Average), 45 mg/L (Maximum); **TSS** = 75 mg/L (30-day Average), 90 mg/L (Maximum)

***UV not functioning, using Chlorination**

Monthly Flow Data Report

Edgewood Wastewater Treatment Facility
Discharge Permit #1654

Date	Influent Wastewater Meter Reading	Total Inlet Gal. Received & Treated/mo	Average GPD per month	Peak Daily GPD per month	Treated Effluent Q to Lagoon gal/mo*	Treated Effluent Q Re-used^ gal/mo	Alternate Disposal Site gal/mo	Comments
Oct 2022	3690145***	1,156,205	37,297	54,164	1,224,318	0	0	
Nov 2022	993842***	1,067,811	35,594	41,100	1,188,761	0	0	
Dec 2022	1952285	958,443	31,948	45,600	1,078,591	0	513,600	
Jan 2023	3082580	1,130,295	35,322	35,400	1,223,216	0	928,400	
Feb 2023	4030677	948,097	33,861	41,200	1,006,490	0	1,722,743	
Mar 2023	5226849	1,196,172	38,586	43,000	1,215,453	0	0	
April 2023	6130209	903,630	32,363	36,200	1,003,380	0	2,050,100	
May 2023	7295618	1,165,409	35,315	44,300	1,327,327	0	2,033,900	
June 2023	8426052	1,130,434	37,681	50,000	1,270,687	0	6,264,400	
July 2023	9578932	1,152,880	37,190	41,200	1,269,406	0	0	
Aug 2023	10636925	1,057,993	34,129	37,100	1,153,232	0	0	
Sept 2023	11819254	1,182,329	40,770	68,600	1,268,325	0	0	

***To calculate the flow to the lagoon for re-use: Permeate meter difference minus (utility meter difference minus UV Recirculation meter difference). ^ Quantity based on "Re-Use" meter readings located on discharge of evaporation pond minus Alternate Disposal site gallons.**

****Influent flow meter removed and re-installed during headworks screen removal. Installed backwards, so July 15th is an estimate. Fixed the next day and then more work was done causing the meter totalizer to reset to 0 on 7/20/22. Total inlet received was derived taking the meter totalizer prior to it resetting and subtracting from the beginning reading plus the end meter reading plus the estimated day on 7/15.**

*****Influent flow meter display stopped working on 10/17/22, brand new meter installed, up and working on 11/2/22. Flow still worked on SCADA during this time, October total and part of November taken from SCADA generated flow readings.**

AGENDA ITEM #B.vii.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

July 24, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2307054

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 7/5/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Case Narrative

WO#: **2307054**
Date: **7/24/2023**

CLIENT: Town of Edgewood
Project: EWWTP

Analytical Comments Regarding BOD:
The method blank(s) had a DO depletion >0.2mg/L.

Analytical Report
Lab Order **2307054**
Date Reported: **7/24/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 7/5/2023 12:10:00 PM
Lab ID: 2307054-001 **Matrix:** AQUEOUS **Received Date:** 7/5/2023 1:40:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM5210B: BOD						Analyst: **ejn**
Biochemical Oxygen Demand	5.59	2.00	R	mg/L	1	7/11/2023 12:02:00 PM
NOTES: R - RPD between dilutions >30%						
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **TES**
E. Coli	<1	1.000		MPN/100	1	7/6/2023 10:18:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2307054**

24-Jul-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-76001**	SampType: **MBLK**	TestCode: **SM5210B: BOD**
Client ID: **PBW**	Batch ID: **76001**	RunNo: **98373**
Prep Date: **7/6/2023**	Analysis Date: **7/11/2023**	SeqNo: **3580781** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	ND	2.00								

Sample ID: **LCS-76001**	SampType: **LCS**	TestCode: **SM5210B: BOD**
Client ID: **LCSW**	Batch ID: **76001**	RunNo: **98373**
Prep Date: **7/6/2023**	Analysis Date: **7/11/2023**	SeqNo: **3580782** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	147	2.00	198.0	0	74.2	84.6	115.4			S

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2307054**

24-Jul-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-75997**	SampType: **MBLK**	TestCode: **SM 9223B Fecal Indicator: E. coli MPN**
Client ID: **PBW**	Batch ID: **75997**	RunNo: **97942**
Prep Date: **7/5/2023**	Analysis Date: **7/6/2023**	SeqNo: **3563502** Units: **MPN/100mL**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
E. Coli	<1	1.000								

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2307054 RcptNo: 1

Received By: Juan Rojas 7/5/2023 1:40:00 PM

Completed By: Tracy Casarrubias 7/5/2023 2:05:20 PM

Reviewed By: KRA 7.5.23 @ 14:23

Chain of Custody

1. Is Chain of Custody complete?	Yes ☑	No ☐	Not Present ☐
2. How was the sample delivered?	Client		

Log In

3. Was an attempt made to cool the samples?	Yes ☑	No ☐	NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C	Yes ☐	No ☑	NA ☐
	Samples were collected the same day and chilled.		
5. Sample(s) in proper container(s)?	Yes ☑	No ☐	
6. Sufficient sample volume for indicated test(s)?	Yes ☑	No ☐	
7. Are samples (except VOA and ONG) properly preserved?	Yes ☑	No ☐	
8. Was preservative added to bottles?	Yes ☐	No ☑	NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA?	Yes ☐	No ☐	NA ☑
10. Were any sample containers received broken?	Yes ☐	No ☑	
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody)	Yes ☑	No ☐	# of preserved bottles checked for pH: (<2 or >12 unless noted)
12. Are matrices correctly identified on Chain of Custody?	Yes ☑	No ☐	Adjusted?
13. Is it clear what analyses were requested?	Yes ☑	No ☐	
14. Were all holding times able to be met? (If no, notify customer for authorization.)	Yes ☑	No ☐	Checked by: MD 7/5/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order?	Yes ☐	No ☐	NA ☑

Person Notified: _____ Date: _____

By Whom: _____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person

Regarding: _____

Client Instructions: _____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	16.4	Good	Not Present	Morty		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
Edgewood NM 87015

Phone #: 505 670 9645

email or Fax#: mgarcia@edgewood-NM.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other
☐ EDD (Type)

Turn-Around Time:
☒ Standard ☐ Rush

Project Name: ~~DP~~ EWWTP

Project #: DP1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ~~☐~~ Yes ☐ No

# of Coolers: 1 Marty

Cooler Temp (including CF): 16.6+0.2=16.4 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY
www.hallenvironmental.com
4901 Hawkins NE - Albuquerque, NM 87109
Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2307054	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-coli	B.O.D				
~~7/5/23~~		AQ	~~EFFLUENT~~																			
7/5/23	1210	AQ	EFFLUENT			001											X	X				

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
7/5/23	1340			DO	7/5/23	13:40
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

AGENDA ITEM #B.vii.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

July 18, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2307274

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 7/10/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2307274**
Date Reported: **7/18/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 7/10/2023 10:45:00 AM
Lab ID: 2307274-001 **Matrix:** AQUEOUS **Received Date:** 7/10/2023 12:01:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **ejn**
E. Coli	1.0	1.000		MPN/100	1	7/11/2023 11:04:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2307274**

18-Jul-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-76084**	SampType: **MBLK**	TestCode: **SM 9223B Fecal Indicator: E. coli MPN**
Client ID: **PBW**	Batch ID: **76084**	RunNo: **98086**
Prep Date: **7/10/2023**	Analysis Date: **7/11/2023**	SeqNo: **3569242** Units: **MPN/100mL**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
E. Coli	<1	1.000								

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

AGENDA ITEM #B.vii.

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2307274 RcptNo: 1

Received By: Nancy Proctor 7/10/2023 12:01:00 PM

Completed By: Desiree Dominguez 7/10/2023 12:08:14 PM DD

Reviewed By: MP 7/10/23 @ 12:27

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☐ No ☑ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: _____ (<2 or >12 unless noted)

Adjusted? _____

Checked by: SCM 07/10/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: _____ Date: _____

By Whom: _____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person

Regarding: _____

Client Instructions: _____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	7.7	Good	Not Present	Yogi		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
Edgewood NM 87015

Phone #: 5056709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other_____
☐ EDD (Type) _____

Turn-Around Time:
☒ Standard ☐ Rush_____

Project Name: EWWTP

Project #: DP 1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ☒ Yes ☐ No

# of Coolers: 1

Cooler Temp(including CF): 7.7+0=7.7 (°C) Wgi

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2307274
7/10/23	1045	AQ	EFFLUENT			-001

Analysis Request

BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-Coli
										X

Date	Time	Relinquished by:	Received by:	Via:	Date	Time
7/10/23	1201			CPO	7/10/23	12:01
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

HALL ENVIRONMENTAL ANALYSIS LABORATORY
www.hallenvironmental.com
4901 Hawkins NE - Albuquerque, NM 87109
Tel. 505-345-3975 Fax 505-345-4107

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

AGENDA ITEM #B.vii.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

August 07, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2307733

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 7/17/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Case Narrative

WO#: **2307733**
Date: **8/7/2023**

CLIENT: Town of Edgewood
Project: EWWTP

Analytical Comments Regarding BOD:
The method blank(s) had a DO depletion >0.2mg/L.

Analytical Report
Lab Order **2307733**
Date Reported: **8/7/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 7/17/2023 11:10:00 AM
Lab ID: 2307733-001 **Matrix:** AQUEOUS **Received Date:** 7/17/2023 12:27:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM5210B: BOD						Analyst: **KH**
Biochemical Oxygen Demand	9.13	2.00	RH	mg/L	1	7/24/2023 10:29:00 AM
NOTES: R - RPD between dilutions >30%						
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **ejn**
E. Coli	149.7	1.000		MPN/100	1	7/18/2023 9:57:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2307733**

07-Aug-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-76317**	SampType: **MBLK**	TestCode: **SM5210B: BOD**
Client ID: **PBW**	Batch ID: **76317**	RunNo: **98466**
Prep Date: **7/19/2023**	Analysis Date: **7/24/2023**	SeqNo: **3591062** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	ND	2.00								

Sample ID: **LCS-76317**	SampType: **LCS**	TestCode: **SM5210B: BOD**
Client ID: **LCSW**	Batch ID: **76317**	RunNo: **98466**
Prep Date: **7/19/2023**	Analysis Date: **7/24/2023**	SeqNo: **3591063** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	202	2.00	198.0	0	102	84.6	115.4			R

NOTES:

R - RPD between dilutions >30%

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2307733**

07-Aug-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-76264**	SampType: **MBLK**	TestCode: **SM 9223B Fecal Indicator: E. coli MPN**
Client ID: **PBW**	Batch ID: **76264**	RunNo: **98273**
Prep Date: **7/17/2023**	Analysis Date: **7/18/2023**	SeqNo: **3576780** Units: **MPN/100mL**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
E. Coli	<1	1.000								

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2307733 RcptNo: 1

Received By: Kasandra Jimena Garcia 7/17/2023 12:27:00 PM

Completed By: Desiree Dominguez 7/17/2023 1:04:17 PM

Reviewed By: SCM 07/17/23 1315 @

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☐ No ☑ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: _____ (<2 or >12 unless noted)
Adjusted? _____
Checked by: JM 7/17/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: _____ Date: _____
By Whom: _____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person
Regarding: _____
Client Instructions: _____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	6.1	Good	Not Present	Morty		

Chain-of-Custody Record

Client: TOWN OF EDGEWOOD

Mailing Address: PO Box 3610
Edgewood NM 87015

Phone #: 5056709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other

☐ EDD (Type)

Turn-Around Time:
☒ Standard ☐ Rush

Project Name:
EWWTP

Project #:
DP 1654

Project Manager:
M. GARCIA

Sampler: M. Garcia

On Ice: ☒ Yes ☐ No

# of Coolers: 1 (Morty)

Cooler Temp(including CF): 6.3-0.2=6.1 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY
www.hallenvironmental.com
4901 Hawkins NE - Albuquerque, NM 87109
Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2307733	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-coli	B.O.D				
7/17/23	1110	AQ	EFFLUENT			-001											X	X				

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
7/17/23	1227				7.17.23	12:27
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

AGENDA ITEM #B.vii.

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

July 28, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2307A62

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 7/24/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2307A62**
Date Reported: **7/28/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 7/24/2023 8:05:00 AM
Lab ID: 2307A62-001 **Matrix:** AQUEOUS **Received Date:** 7/24/2023 10:00:00 AM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **ejn**
E. Coli	2.0	1.000		MPN/100	1	7/25/2023 10:20:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

AGENDA ITEM #B.vii.

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2307A62 RcptNo: 1

Received By: Juan Rojas 7/24/2023 10:00:00 AM

Completed By: Desiree Dominguez 7/24/2023 10:10:05 AM

Reviewed By: JR 7-24-23 @ 10:30

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☐ No ☑ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: _____ (<2 or >12 unless noted)

Adjusted? _____

Checked by: JR 7/24/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: _____ Date: _____

By Whom: _____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person

Regarding: _____

Client Instructions: _____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	7.7	Good	Not Present	Morty		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610

Edgewood, NM 87015

Phone #: 5056709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:

☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance

☐ NELAC ☐ Other

☐ EDD (Type)

Turn-Around Time:

☒ Standard ☐ Rush

Project Name: EW WTP

Project #: DP 1654

Project Manager: M. Garcia

Sampler: M. GARCIA

On Ice: ☐ Yes ☐ No

# of Coolers: 1 Marty

Cooler Temp (including CF): 7.9-0.2=7.7 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY

www.hallenvironmental.com

4901 Hawkins NE - Albuquerque, NM 87109

Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2307A62	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-COLI
7/24/23	0805	AQ	EFFLUENT			-001											X

Date	Time	Relinquished by:	Received by:	Via:	Date	Time
7/24/23	1000			COC	7/24/23	10:00
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

AGENDA ITEM #B.vii.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

August 22, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2308422

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 8/8/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2308422**
Date Reported: **8/22/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 8/8/2023 10:20:00 AM
Lab ID: 2308422-001 **Matrix:** AQUEOUS **Received Date:** 8/8/2023 12:30:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM5210B: BOD						Analyst: **KH**
Biochemical Oxygen Demand	5.18	2.00	R	mg/L	1	8/14/2023 10:37:44 AM
NOTES: MB DO Depletion >0.20 mg/L. R-RPD between dilutions is >30%.						
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **SMS**
E. Coli	119.1	1.000		MPN/100	1	8/9/2023 9:52:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2308422 RcptNo: 1

Received By: Steve McQuiston 8/8/2023 12:30:00 PM

Completed By: Desiree Dominguez 8/8/2023 1:12:53 PM

Reviewed By: TMC 8/8/23 @ 14:47

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☐ No ☑ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: _____ (<2 or >12 unless noted)
Adjusted? _____
Checked by: SCM 08/08/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: _____ Date: _____
By Whom: _____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person
Regarding: _____
Client Instructions: _____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	18.6	Good	Not Present	Yogi		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
Edgewood NM 87015

Phone #: 5056709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other

☐ EDD (Type)

Turn-Around Time:
☒ Standard ☐ Rush

Project Name: EWWTP

Project #: DP1654

Project Manager: Mike Garcia

Sampler: Mike Garcia

On Ice: ☒ Yes ☐ No

# of Coolers: 1 YCG1

Cooler Temp (including CF): 18.6 - 0 = 18.6 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY
www.hallenvironmental.com
4901 Hawkins NE - Albuquerque, NM 87109
Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2308422	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	B.U.D.	E-coli
8/3/23	1020	AQ	EFFLUENT			-001											X	X

Remarks:

AGENDA ITEM #B.vii.

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
8/8/23	1228		SCM	CDO	08/08/23	1330
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

August 25, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2308919

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 8/16/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,

Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2308919**
Date Reported: **8/25/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 8/16/2023 12:40:00 PM
Lab ID: 2308919-001 **Matrix:** AQUEOUS **Received Date:** 8/16/2023 1:33:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
EPA METHOD 300.0: ANIONS						Analyst: **JMT**
Chloride	390	25	*	mg/L	50	8/22/2023 2:53:57 PM
Nitrogen, Nitrate (As N)	4.0	0.10		mg/L	1	8/16/2023 9:27:06 PM
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **ejn**
E. Coli	113.7	1.000		MPN/100	1	8/17/2023 12:21:00 PM
SM2540C MOD: TOTAL DISSOLVED SOLIDS						Analyst: **MCA**
Total Dissolved Solids	1230	100	*D	mg/L	1	8/22/2023 3:56:00 PM
SM 4500 NORG C: TKN						Analyst: **DML**
Nitrogen, Kjeldahl, Total	ND	1.0		mg/L	1	8/23/2023 1:39:00 PM
SM 2540D: TSS						Analyst: **KS**
Suspended Solids	ND	4.0	D	mg/L	1	8/23/2023 12:54:00 PM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2308919**

25-Aug-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB**	SampType: **MBLK**	TestCode: **EPA Method 300.0: Anions**							
Client ID: **PBW**	Batch ID: **A99025**	RunNo: **99025**							
Prep Date:	Analysis Date: **8/16/2023**	SeqNo: **3609185**	Units: **mg/L**						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Nitrogen, Nitrate (As N)	ND	0.10								

Sample ID: **LCS**	SampType: **LCS**	TestCode: **EPA Method 300.0: Anions**							
Client ID: **LCSW**	Batch ID: **A99025**	RunNo: **99025**							
Prep Date:	Analysis Date: **8/16/2023**	SeqNo: **3609186**	Units: **mg/L**						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Nitrogen, Nitrate (As N)	2.5	0.10	2.500	0	98.4	90	110			

Sample ID: **MB**	SampType: **mblk**	TestCode: **EPA Method 300.0: Anions**							
Client ID: **PBW**	Batch ID: **R99147**	RunNo: **99147**							
Prep Date:	Analysis Date: **8/22/2023**	SeqNo: **3614046**	Units: **mg/L**						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Chloride	ND	0.50								

Sample ID: **LCS**	SampType: **lcs**	TestCode: **EPA Method 300.0: Anions**							
Client ID: **LCSW**	Batch ID: **R99147**	RunNo: **99147**							
Prep Date:	Analysis Date: **8/22/2023**	SeqNo: **3614047**	Units: **mg/L**						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Chloride	4.7	0.50	5.000	0	93.5	90	110			

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2308919**

25-Aug-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-76977**	SampType: **MBLK**	TestCode: **SM2540C MOD: Total Dissolved Solids**
Client ID: **PBW**	Batch ID: **76977**	RunNo: **99141**
Prep Date: **8/21/2023**	Analysis Date: **8/22/2023**	SeqNo: **3615162** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Total Dissolved Solids	ND	50.0								

Sample ID: **LCS-76977**	SampType: **LCS**	TestCode: **SM2540C MOD: Total Dissolved Solids**
Client ID: **LCSW**	Batch ID: **76977**	RunNo: **99141**
Prep Date: **8/21/2023**	Analysis Date: **8/22/2023**	SeqNo: **3615163** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Total Dissolved Solids	230	50.0	1000	0	23.0	80	120			S

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2308919**

25-Aug-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77028**	SampType: **MBLK**	TestCode: **SM 4500 Norg C: TKN**
Client ID: **PBW**	Batch ID: **77028**	RunNo: **99169**
Prep Date: **8/23/2023**	Analysis Date: **8/23/2023**	SeqNo: **3615425** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Nitrogen, Kjeldahl, Total	ND	1.0								

Sample ID: **LCS-77028**	SampType: **LCS**	TestCode: **SM 4500 Norg C: TKN**
Client ID: **LCSW**	Batch ID: **77028**	RunNo: **99169**
Prep Date: **8/23/2023**	Analysis Date: **8/23/2023**	SeqNo: **3615426** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Nitrogen, Kjeldahl, Total	9.8	1.0	10.00	0	98.0	80	120			

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2308919**

25-Aug-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-76994**	SampType: **MBLK**	TestCode: **SM 2540D: TSS**
Client ID: **PBW**	Batch ID: **76994**	RunNo: **99161**
Prep Date: **8/22/2023**	Analysis Date: **8/23/2023**	SeqNo: **3615252** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	ND	4.0								

Sample ID: **LCS-76994**	SampType: **LCS**	TestCode: **SM 2540D: TSS**
Client ID: **LCSW**	Batch ID: **76994**	RunNo: **99161**
Prep Date: **8/22/2023**	Analysis Date: **8/23/2023**	SeqNo: **3615253** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	91	4.0	91.90	0	99.0	83.89	119.7			

Sample ID: **2308919-001BDUP**	SampType: **DUP**	TestCode: **SM 2540D: TSS**
Client ID: **Effluent**	Batch ID: **76994**	RunNo: **99161**
Prep Date: **8/22/2023**	Analysis Date: **8/23/2023**	SeqNo: **3615255** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	ND	4.0						0	10	D

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2308919 RcptNo: 1

Received By: Juan Rojas 8/16/2023 1:33:00 PM

Completed By: Cheyenne Cason 8/16/2023 1:42:22 PM

Reviewed By: JM 8/16/23 @ 4:15

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☑ No ☐ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: 1 (2 or >12 unless noted)
Adjusted? NO
Checked by: JM 8/16/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: ____ Date: ____
By Whom: ____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person
Regarding: ____
Client Instructions: ____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	18.0	Good	Not Present	Morty		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
Edgewood NM 87015

Phone #: 505 6709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other

☐ EDD (Type)

Turn-Around Time:
☒ Standard ☐ Rush

Project Name: EWWTP

Project #: DP1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ~~☐~~ Yes ☐ No

# of Coolers: 1 (Marty)

Cooler Temp(including CF): 17.8+0.2=18.0 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY
www.hallenvironmental.com
4901 Hawkins NE - Albuquerque, NM 87109
Tel. 505-345-3975 Fax 505-345-4107

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2308919	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	NO_2 NO_3 TSS, TDS, Cl	TKN	E-coli			
8/16/23	1240	AQ	EFFLUENT			OCI											X	X	X			

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
8/16/23	1333			DOO	8/16/23	13:33
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

AGENDA ITEM #B.vii.

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

September 11, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2308C58

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 8/23/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2308C58**
Date Reported: **9/11/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 8/23/2023 11:20:00 AM
Lab ID: 2308C58-001 **Matrix:** AQUEOUS **Received Date:** 8/23/2023 12:34:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM5210B: BOD						Analyst: **KH**
Biochemical Oxygen Demand	DO depletion < 2.0	2.00		mg/L	1	8/29/2023 9:35:00 AM
NOTES: DO depletion <2.0 mg/L MB depletion >0.2 mg/L						
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **ejn**
E. Coli	<1	1.000		MPN/100	1	8/24/2023 12:03:00 PM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2308C58**

11-Sep-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77064**	SampType: **MBLK**	TestCode: **SM5210B: BOD**							
Client ID: **PBW**	Batch ID: **77064**	RunNo: **99533**							
Prep Date: **8/24/2023**	Analysis Date: **8/29/2023**	SeqNo: **3634681**	Units: **mg/L**						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	ND	2.00								

Sample ID: **LCS-77064**	SampType: **LCS**	TestCode: **SM5210B: BOD**							
Client ID: **LCSW**	Batch ID: **77064**	RunNo: **99533**							
Prep Date: **8/24/2023**	Analysis Date: **8/29/2023**	SeqNo: **3634682**	Units: **mg/L**						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	144	2.00	198.0	0	72.7	84.6	115.4			S

NOTES:

MB depletion >0.2 mg/L

MB depletion >0.2 mg/L

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2308C58**

11-Sep-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77046**	SampType: **MBLK**	TestCode: **SM 9223B Fecal Indicator: E. coli MPN**
Client ID: **PBW**	Batch ID: **77046**	RunNo: **99207**
Prep Date: **8/23/2023**	Analysis Date: **8/24/2023**	SeqNo: **3617411** Units: **MPN/100mL**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
E. Coli	<1	1.000								

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2308C58 RcptNo: 1

Received By: Joseph Alderette 8/23/2023 12:34:00 PM

Completed By: Desiree Dominguez 8/23/2023 12:43:58 PM

Reviewed By: JM 8/23/23 @ 13:37

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☐ No ☑ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: ____ (<2 or >12 unless noted)
Adjusted? ____
Checked by: SCM 8/23/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: ____ Date: ____
By Whom: ____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person
Regarding: ____
Client Instructions: ____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	8.7	Good	Not Present	Yogi		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
Edgewood NM 87015

Phone #: 505 670 9645

email or Fax#: mgarcia@edgewood-NM.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other

☐ EDD (Type)

Turn-Around Time:
☒ Standard ☐ Rush

Project Name: EWWTP

Project #: DP1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ☑ Yes ☐ No

# of Coolers: 1 log.

Cooler Temp(including CF): 8.7 + 0 = 8.7 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY

www.hallenvironmental.com

4901 Hawkins NE - Albuquerque, NM 87109

Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2308C58	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-coli	B.O.D				
8/23/23	1120	AQ	EFFLUENT			-001											X	X				

Date: 8/23/23 Time: 1234 Relinquished by:

Received by: Via: Date 8.23.23 Time 12:34

Date: Time: Relinquished by:

Received by: Via: Date Time

Remarks:

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

AGENDA ITEM #B.vii.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

September 11, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2308G42

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 2 sample(s) on 8/30/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2308G42**
Date Reported: **9/11/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 8/30/2023 9:30:00 AM
Lab ID: 2308G42-001 **Matrix:** AQUEOUS **Received Date:** 8/30/2023 10:50:00 AM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **ejn**
E. Coli	<1	1.000		MPN/100	1	8/31/2023 11:36:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

Analytical Report
Lab Order **2308G42**
Date Reported: **9/11/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: MLSS
Project: EWWTP
Collection Date: 8/30/2023 9:35:00 AM
Lab ID: 2308G42-002 **Matrix:** AQUEOUS **Received Date:** 8/30/2023 10:50:00 AM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 2540D: TSS						Analyst: **KS**
Suspended Solids	19000	400	D	mg/L	1	9/6/2023 11:57:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2308G42**

11-Sep-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77217**	SampType: **MBLK**	TestCode: **SM 9223B Fecal Indicator: E. coli MPN**
Client ID: **PBW**	Batch ID: **77217**	RunNo: **99379**
Prep Date: **8/30/2023**	Analysis Date: **8/31/2023**	SeqNo: **3626498** Units: **MPN/100mL**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
E. Coli	<1	1.000								

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2308G42**

11-Sep-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77288**	SampType: **MBLK**	TestCode: **SM 2540D: TSS**
Client ID: **PBW**	Batch ID: **77288**	RunNo: **99468**
Prep Date: **9/5/2023**	Analysis Date: **9/6/2023**	SeqNo: **3631513** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	ND	4.0								

Sample ID: **LCS-77288**	SampType: **LCS**	TestCode: **SM 2540D: TSS**
Client ID: **LCSW**	Batch ID: **77288**	RunNo: **99468**
Prep Date: **9/5/2023**	Analysis Date: **9/6/2023**	SeqNo: **3631514** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	96	4.0	91.90	0	104	83.89	119.7			

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2308G42 RcptNo: 1

Received By: Tracy Casarrubias 8/30/2023 10:50:00 AM

Completed By: Cheyenne Cason 8/30/2023 11:01:12 AM

Reviewed By: JN 8/30/23 @16:00

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☐ No ☑ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: _____ (<2 or >12 unless noted)

Adjusted? _____

Checked by: DAD 8/30/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: _____ Date: _____

By Whom: _____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person

Regarding: _____

Client Instructions: _____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	10.9	Good	Not Present	Yogi		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
EDGEWOOD NM 87015

Phone #: 5056709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other
☐ EDD (Type)

Turn-Around Time:
☒ Standard ☐ Rush

Project Name: EWWTP

Project #: DP1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ☒ Yes ☐ No 4.0°

# of Coolers: 1

Cooler Temp (including CF): 10.9 - 0 = 10.9 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY

www.hallenvironmental.com

4901 Hawkins NE - Albuquerque, NM 87109

Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2308G42	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-coli	TSS *RUSH* 3 DAY
8/30/23	0930	AQ	EFFLUENT			001											X	
8/30/23	0935	AQ	MLSS	500 poly	unpreserved	002												X

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
8/30/23	1050			COC	8/30/23	10:50
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

AGENDA ITEM #B.vii.

Page 29 of 314

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

October 17, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2309193

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 9/6/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Case Narrative

WO#: **2309193**
Date: **10/17/2023**

CLIENT: Town of Edgewood
Project: EWWTP

Due to a refrigerator malfunction the TKN bottle warmed to >6 for about 24 hours prior to analysis.

Analytical Report
Lab Order **2309193**
Date Reported: **10/17/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 9/6/2023 9:55:00 AM
Lab ID: 2309193-001 **Matrix:** AQUEOUS **Received Date:** 9/6/2023 11:21:00 AM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
EPA METHOD 300.0: ANIONS						Analyst: **SNS**
Chloride	350	10	*	mg/L	20	9/6/2023 11:11:10 PM
Nitrogen, Nitrite (As N)	ND	0.10		mg/L	1	9/6/2023 10:58:17 PM
Nitrogen, Nitrate (As N)	0.80	0.10		mg/L	1	9/6/2023 10:58:17 PM
SM5210B: BOD						Analyst: **KH**
Biochemical Oxygen Demand	Depletion <2.0 mg/L	2.00		mg/L	1	9/12/2023 1:59:00 PM
NOTES: DO Depletion <2.0 mg/L.						
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **ejn**
E. Coli	27.9	1.000		MPN/100	1	9/7/2023 10:49:00 AM
SM2540C MOD: TOTAL DISSOLVED SOLIDS						Analyst: **KS**
Total Dissolved Solids	1570	50.0	*	mg/L	1	9/7/2023 5:18:00 PM
SM 4500 NORG C: TKN						Analyst: **DML**
Nitrogen, Kjeldahl, Total	ND	1.0		mg/L	1	9/21/2023 9:21:00 AM
SM 2540D: TSS						Analyst: **KS**
Suspended Solids	4.0	4.0		mg/L	1	9/12/2023 11:26:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309193**

17-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB**	SampType: **MBLK**	TestCode: **EPA Method 300.0: Anions**
Client ID: **PBW**	Batch ID: **A99480**	RunNo: **99480**
Prep Date:	Analysis Date: **9/6/2023**	SeqNo: **3633135** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Chloride	ND	0.50								
Nitrogen, Nitrite (As N)	ND	0.10								
Nitrogen, Nitrate (As N)	ND	0.10								

Sample ID: **LCS**	SampType: **LCS**	TestCode: **EPA Method 300.0: Anions**
Client ID: **LCSW**	Batch ID: **A99480**	RunNo: **99480**
Prep Date:	Analysis Date: **9/6/2023**	SeqNo: **3633136** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Chloride	4.7	0.50	5.000	0	93.7	90	110			
Nitrogen, Nitrite (As N)	0.98	0.10	1.000	0	98.1	90	110			
Nitrogen, Nitrate (As N)	2.5	0.10	2.500	0	99.9	90	110			

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309193**

17-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77354**	SampType: **MBLK**	TestCode: **SM5210B: BOD**
Client ID: **PBW**	Batch ID: **77354**	RunNo: **99754**
Prep Date: **9/7/2023**	Analysis Date: **9/12/2023**	SeqNo: **3645558** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	ND	2.00								

Sample ID: **LCS-77354**	SampType: **LCS**	TestCode: **SM5210B: BOD**
Client ID: **LCSW**	Batch ID: **77354**	RunNo: **99754**
Prep Date: **9/7/2023**	Analysis Date: **9/12/2023**	SeqNo: **3645559** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	188	2.00	198.0	0	95.2	84.6	115.4			

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309193**

17-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77344**	SampType: **MBLK**	TestCode: **SM 9223B Fecal Indicator: E. coli MPN**
Client ID: **PBW**	Batch ID: **77344**	RunNo: **99504**
Prep Date: **9/6/2023**	Analysis Date: **9/7/2023**	SeqNo: **3632967** Units: **MPN/100mL**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
E. Coli	<1	1.000								

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309193**

17-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77347**	SampType: **MBLK**	TestCode: **SM2540C MOD: Total Dissolved Solids**
Client ID: **PBW**	Batch ID: **77347**	RunNo: **99517**
Prep Date: **9/6/2023**	Analysis Date: **9/7/2023**	SeqNo: **3633705** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Total Dissolved Solids	ND	50.0								

Sample ID: **LCS-77347**	SampType: **LCS**	TestCode: **SM2540C MOD: Total Dissolved Solids**
Client ID: **LCSW**	Batch ID: **77347**	RunNo: **99517**
Prep Date: **9/6/2023**	Analysis Date: **9/7/2023**	SeqNo: **3633706** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Total Dissolved Solids	1020	50.0	1000	0	102	80	120			

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309193**

17-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77611**	SampType: **MBLK**	TestCode: **SM 4500 Norg C: TKN**
Client ID: **PBW**	Batch ID: **77611**	RunNo: **99883**
Prep Date: **9/19/2023**	Analysis Date: **9/21/2023**	SeqNo: **3652561** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Nitrogen, Kjeldahl, Total	ND	1.0								

Sample ID: **LCS-77611**	SampType: **LCS**	TestCode: **SM 4500 Norg C: TKN**
Client ID: **LCSW**	Batch ID: **77611**	RunNo: **99883**
Prep Date: **9/19/2023**	Analysis Date: **9/21/2023**	SeqNo: **3652562** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Nitrogen, Kjeldahl, Total	9.9	1.0	10.00	0	99.4	80	120			

Sample ID: **2309193-001CMS**	SampType: **MS**	TestCode: **SM 4500 Norg C: TKN**
Client ID: **Effluent**	Batch ID: **77611**	RunNo: **99883**
Prep Date: **9/19/2023**	Analysis Date: **9/21/2023**	SeqNo: **3652564** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Nitrogen, Kjeldahl, Total	11	1.0	10.00	0.9800	102	75	125			

Sample ID: **2309193-001CMSD**	SampType: **MSD**	TestCode: **SM 4500 Norg C: TKN**
Client ID: **Effluent**	Batch ID: **77611**	RunNo: **99883**
Prep Date: **9/19/2023**	Analysis Date: **9/21/2023**	SeqNo: **3652565** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Nitrogen, Kjeldahl, Total	11	1.0	10.00	0.9800	101	75	125	1.26	20	

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309193**

17-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77414**	SampType: **MBLK**	TestCode: **SM 2540D: TSS**
Client ID: **PBW**	Batch ID: **77414**	RunNo: **99620**
Prep Date: **9/11/2023**	Analysis Date: **9/12/2023**	SeqNo: **3638712** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	ND	4.0								

Sample ID: **LCS-77414**	SampType: **LCS**	TestCode: **SM 2540D: TSS**
Client ID: **LCSW**	Batch ID: **77414**	RunNo: **99620**
Prep Date: **9/11/2023**	Analysis Date: **9/12/2023**	SeqNo: **3638713** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	110	4.0	91.90	0	114	83.89	119.7			

Sample ID: **2309193-001CDUP**	SampType: **DUP**	TestCode: **SM 2540D: TSS**
Client ID: **Effluent**	Batch ID: **77414**	RunNo: **99620**
Prep Date: **9/11/2023**	Analysis Date: **9/12/2023**	SeqNo: **3638732** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	4.0	4.0						0	10	

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2309193 RcptNo: 1

Received By: Juan Rojas 9/6/2023 11:21:00 AM

Completed By: Tracy Casarrubias 9/6/2023 12:22:45 PM

Reviewed By: TMA 9/6/23 @13:15

Chain of Custody

1. Is Chain of Custody complete?	Yes ☑	No ☐	Not Present ☐
2. How was the sample delivered?	Client		

Log In

3. Was an attempt made to cool the samples?	Yes ☑	No ☐	NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C	Yes ☑	No ☐	NA ☐
5. Sample(s) in proper container(s)?	Yes ☑	No ☐	
6. Sufficient sample volume for indicated test(s)?	Yes ☑	No ☐	
7. Are samples (except VOA and ONG) properly preserved?	Yes ☑	No ☐	
8. Was preservative added to bottles?	Yes ☐	No ☑	NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA?	Yes ☐	No ☐	NA ☑
10. Were any sample containers received broken?	Yes ☐	No ☑	
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody)	Yes ☑	No ☐	# of preserved bottles checked for pH: 1 (<2 or >12 unless noted)
12. Are matrices correctly identified on Chain of Custody?	Yes ☑	No ☐	Adjusted? NO
13. Is it clear what analyses were requested?	Yes ☑	No ☐	
14. Were all holding times able to be met? (If no, notify customer for authorization.)	Yes ☑	No ☐	Checked by: SCM 9/6/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order?	Yes ☐	No ☐	NA ☑

Person Notified: _____ Date: _____

By Whom: _____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person

Regarding: _____

Client Instructions: _____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	4.7	Good	Not Present	Yogi		

Chain-of-Custody Record

Client: TOWN of Edgewood

Mailing Address: PO Box 3610

Edgewood, NM. 87015

Phone #: 505 620 9645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:

☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance

☐ NELAC ☐ Other _____

☐ EDD (Type) _____

Turn-Around Time:

☒ Standard ☐ Rush _____

Project Name: EW WTP

Project #: DP1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ☐ Yes ☐ No

# of Coolers: 1 Yogi

Cooler Temp(including CF): 4.6 +0.1 = 4.7 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY

www.hallenvironmental.com

4901 Hawkins NE - Albuquerque, NM 87109

Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2309193	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	B.O.D.	NO_2, NO_3, TSS, TDS, CL	TKN	E-COLI		
9/6/23	0955	AQ	EFFLUENT			001											X	X	X	X		

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
9/6/23	1124					
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
					9/6/23	11:21

Remarks:

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

September 19, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2309695

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 9/13/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman

Laboratory Manager

4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2309695**
Date Reported: **9/19/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 9/13/2023 12:25:00 PM
Lab ID: 2309695-001 **Matrix:** AQUEOUS **Received Date:** 9/13/2023 1:32:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **SMS**
E. Coli	12.0	1.000		MPN/100	1	9/14/2023 11:35:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2309695 RcptNo: 1

Received By: **Andy Freeman** 9/13/2023 1:32:00 PM

Completed By: **Desiree Dominguez** 9/13/2023 1:39:03 PM

Reviewed By: 9-13-23 @ 14:25

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☐ No ☑ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: (<2 or >12 unless noted)

Adjusted?

Checked by: Time 9/13/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: Date:

By Whom: Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person

Regarding:

Client Instructions:

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	8.4	Good	Not Present	Yogi		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
EDGEWOOD NM 87015

Phone #: 5056709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other_____
☐ EDD (Type) _____

Turn-Around Time:
☒ Standard ☐ Rush_____

Project Name: EWWTP

Project #: DP 1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ☒ Yes ☐ No

# of Coolers: 1

Cooler Temp(Including CF): 8.3 +0.1=8.4 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY
www.hallenvironmental.com
4901 Hawkins NE - Albuquerque, NM 87109
Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2309695	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-coli
9/13/23	1225	AQ	EFFLUENT			-001											X

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
9/13/23	1331				9/13/23	1332
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

AGENDA ITEM #B.vii.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

October 09, 2023

Mike Garcia

Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL:
FAX:

RE: EWWTP OrderNo.: 2309C12

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 1 sample(s) on 9/21/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2309C12**
Date Reported: **10/9/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 9/21/2023 11:45:00 AM
Lab ID: 2309C12-001 **Matrix:** AQUEOUS **Received Date:** 9/21/2023 1:15:00 PM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM5210B: BOD						Analyst: **ejn**
Biochemical Oxygen Demand	5.28	2.00	R	mg/L	1	9/29/2023 12:47:00 PM
NOTES: R - RPD between dilutions >30%						
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **ejn**
E. Coli	22.8	1.000		MPN/100	1	9/22/2023 11:52:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309C12**

09-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77686**	SampType: **MBLK**	TestCode: **SM5210B: BOD**
Client ID: **PBW**	Batch ID: **77686**	RunNo: **100080**
Prep Date: **9/22/2023**	Analysis Date: **9/29/2023**	SeqNo: **3662111** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	ND	2.00								

Sample ID: **LCS-77686**	SampType: **LCS**	TestCode: **SM5210B: BOD**
Client ID: **LCSW**	Batch ID: **77686**	RunNo: **100080**
Prep Date: **9/22/2023**	Analysis Date: **9/29/2023**	SeqNo: **3662112** Units: **mg/L**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Biochemical Oxygen Demand	198	2.00	198.0	0	100	84.6	115.4			

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309C12**

09-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77688**	SampType: **MBLK**	TestCode: **SM 9223B Fecal Indicator: E. coli MPN**
Client ID: **PBW**	Batch ID: **77688**	RunNo: **99921**
Prep Date: **9/21/2023**	Analysis Date: **9/22/2023**	SeqNo: **3654545** Units: **MPN/100mL**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
E. Coli	<1	1.000								

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2309C12 RcptNo: 1

Received By: Juan Rojas 9/21/2023 1:15:00 PM

Completed By: Cheyenne Cason 9/21/2023 1:28:15 PM

Reviewed By: 9/21/23 @ 15:35

Chain of Custody

1. Is Chain of Custody complete? Yes ☑ No ☐ Not Present ☐
2. How was the sample delivered? Client

Log In

3. Was an attempt made to cool the samples? Yes ☑ No ☐ NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C Yes ☐ No ☑ NA ☐
   Samples were collected the same day and chilled.
5. Sample(s) in proper container(s)? Yes ☑ No ☐
6. Sufficient sample volume for indicated test(s)? Yes ☑ No ☐
7. Are samples (except VOA and ONG) properly preserved? Yes ☑ No ☐
8. Was preservative added to bottles? Yes ☐ No ☑ NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA? Yes ☐ No ☐ NA ☑
10. Were any sample containers received broken? Yes ☐ No ☑
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody) Yes ☑ No ☐
12. Are matrices correctly identified on Chain of Custody? Yes ☑ No ☐
13. Is it clear what analyses were requested? Yes ☑ No ☐
14. Were all holding times able to be met? (If no, notify customer for authorization.) Yes ☑ No ☐

# of preserved bottles checked for pH: ____ (<2 or >12 unless noted)
Adjusted? ____
Checked by: SCM 9/21/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: ____ Date: ____
By Whom: ____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person
Regarding: ____
Client Instructions: ____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	7.5	Good	Not Present	Yogi		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
Edgewood NM, 87015

Phone #: 5056709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other

☐ EDD (Type)

Turn-Around Time:
☒ Standard ☐ Rush

Project Name: EWWTP

Project #: DP1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ☒ Yes ☐ No

# of Coolers: 1 40g

Cooler Temp (including CF): 7.5-0=7.5 (°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY

www.hallenvironmental.com

4901 Hawkins NE - Albuquerque, NM 87109

Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2309C12	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-coli	B.O.D
9/21/23	1145	AQ	EFFLUENT			001											X	X

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
9/21/23	1315			CDO	9/21/23	13:15
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

AGENDA ITEM #B.vii.

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

October 11, 2023

Mike Garcia
Town of Edgewood
PO Box 3610
Edgewood, NM 87015
TEL: (505) 228-6233
FAX:

RE: EWWTP OrderNo.: 2309D94

Dear Mike Garcia:

Hall Environmental Analysis Laboratory received 2 sample(s) on 9/26/2023 for the analyses presented in the following report.

These were analyzed according to EPA procedures or equivalent. To access our accredited tests please go to www.hallenvironmental.com or the state specific web sites. In order to properly interpret your results, it is imperative that you review this report in its entirety. See the sample checklist and/or the Chain of Custody for information regarding the sample receipt temperature and preservation. Data qualifiers or a narrative will be provided if the sample analysis or analytical quality control parameters require a flag. When necessary, data qualifiers are provided on both the sample analysis report and the QC summary report, both sections should be reviewed. All samples are reported, as received, unless otherwise indicated. Lab measurement of analytes considered field parameters that require analysis within 15 minutes of sampling such as pH and residual chlorine are qualified as being analyzed outside of the recommended holding time.

Please don't hesitate to contact HEAL for any additional information or clarifications.

ADHS Cert #AZ0682 -- NMED-DWB Cert #NM9425 -- NMED-Micro Cert #NM0901

Sincerely,



Andy Freeman
Laboratory Manager
4901 Hawkins NE
Albuquerque, NM 87109

Analytical Report
Lab Order **2309D94**
Date Reported: **10/11/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: Effluent
Project: EWWTP
Collection Date: 9/26/2023 8:25:00 AM
Lab ID: 2309D94-001 **Matrix:** AQUEOUS **Received Date:** 9/26/2023 10:20:00 AM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 9223B FECAL INDICATOR: E. COLI MPN						Analyst: **SMS**
E. Coli	21.8	1.000		MPN/100	1	9/27/2023 10:18:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

Analytical Report
Lab Order **2309D94**
Date Reported: **10/11/2023**

Hall Environmental Analysis Laboratory, Inc.

CLIENT: Town of Edgewood
Client Sample ID: MLSS
Project: EWWTP
Collection Date: 9/26/2023 9:28:00 AM
Lab ID: 2309D94-002 **Matrix:** AQUEOUS **Received Date:** 9/26/2023 10:20:00 AM

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
SM 2540D: TSS						Analyst: **KS**
Suspended Solids	25000	400	D	mg/L	1	10/4/2023 11:55:00 AM

Refer to the QC Summary report and sample login checklist for flagged QC data and preservation information.

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309D94**

11-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77776**	SampType: **MBLK**	TestCode: **SM 9223B Fecal Indicator: E. coli MPN**
Client ID: **PBW**	Batch ID: **77776**	RunNo: **100016**
Prep Date: **9/26/2023**	Analysis Date: **9/27/2023**	SeqNo: **3659380** Units: **MPN/100mL**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
E. Coli	<1	1.000								

Qualifiers:

*	Value exceeds Maximum Contaminant Level.
D	Sample Diluted Due to Matrix
H	Holding times for preparation or analysis exceeded
ND	Not Detected at the Reporting Limit
PQL	Practical Quanitative Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.
B	Analyte detected in the associated Method Blank
E	Above Quantitation Range/Estimated Value
J	Analyte detected below quantitation limits
P	Sample pH Not In Range
RL	Reporting Limit

QC SUMMARY REPORT

Hall Environmental Analysis Laboratory, Inc.

WO#: **2309D94**

11-Oct-23

Client: Town of Edgewood

Project: EWWTP

Sample ID: **MB-77907**	SampType: **MBLK**	TestCode: **SM 2540D: TSS**							
Client ID: **PBW**	Batch ID: **77907**	RunNo: **100196**							
Prep Date: **10/3/2023**	Analysis Date: **10/4/2023**	SeqNo: **3668162**	Units: **mg/L**						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	ND	4.0								

Sample ID: **LCS-77907**	SampType: **LCS**	TestCode: **SM 2540D: TSS**							
Client ID: **LCSW**	Batch ID: **77907**	RunNo: **100196**							
Prep Date: **10/3/2023**	Analysis Date: **10/4/2023**	SeqNo: **3668163**	Units: **mg/L**						
Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	%RPD	RPDLimit	Qual
Suspended Solids	91	4.0	91.90	0	99.0	83.89	119.7			

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank
D	Sample Diluted Due to Matrix	E	Above Quantitation Range/Estimated Value
H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
ND	Not Detected at the Reporting Limit	P	Sample pH Not In Range
PQL	Practical Quanitative Limit	RL	Reporting Limit
S	% Recovery outside of standard limits. If undiluted results may be estimated.		

HALL ENVIRONMENTAL ANALYSIS LABORATORY

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: www.hallenvironmental.com

Sample Log-In Check List

Client Name: Town of Edgewood Work Order Number: 2309D94 RcptNo: 1

Received By: Juan Rojas 9/26/2023 10:20:00 AM

Completed By: Cheyenne Cason 9/26/2023 10:52:32 AM

Reviewed By: 9-26-23 11:25

Chain of Custody

1. Is Chain of Custody complete?	Yes ☑	No ☐	Not Present ☐
2. How was the sample delivered?	Client		

Log In

3. Was an attempt made to cool the samples?	Yes ☑	No ☐	NA ☐
4. Were all samples received at a temperature of >0° C to 6.0°C	Yes ☐	No ☑	NA ☐
Samples were collected the same day and chilled.			
5. Sample(s) in proper container(s)?	Yes ☑	No ☐	
6. Sufficient sample volume for indicated test(s)?	Yes ☑	No ☐	
7. Are samples (except VOA and ONG) properly preserved?	Yes ☑	No ☐	
8. Was preservative added to bottles?	Yes ☐	No ☑	NA ☐
9. Received at least 1 vial with headspace <1/4" for AQ VOA?	Yes ☐	No ☐	NA ☑
10. Were any sample containers received broken?	Yes ☐	No ☑	
11. Does paperwork match bottle labels? (Note discrepancies on chain of custody)	Yes ☑	No ☐	
12. Are matrices correctly identified on Chain of Custody?	Yes ☑	No ☐	
13. Is it clear what analyses were requested?	Yes ☑	No ☐	
14. Were all holding times able to be met? (If no, notify customer for authorization.)	Yes ☑	No ☐	

# of preserved bottles checked for pH: _____ (<2 or >12 unless noted)

Adjusted? _____

Checked by: 9/26/23

Special Handling (if applicable)

15. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☑

Person Notified: _____ Date: _____

By Whom: _____ Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person

Regarding: _____

Client Instructions: _____

16. Additional remarks:

17. **Cooler Information**

Cooler No	Temp °C	Condition	Seal Intact	Seal No	Seal Date	Signed By
1	19.3	Good	Not Present	Yogi		

Chain-of-Custody Record

Client: Town of Edgewood

Mailing Address: PO Box 3610
Edgewood NM 87015

Phone #: 5056709645

email or Fax#: mgarcia@edgewood-nm.gov

QA/QC Package:
☐ Standard ☐ Level 4 (Full Validation)

Accreditation: ☐ Az Compliance
☐ NELAC ☐ Other_____
☐ EDD (Type) _____

Turn-Around Time:
☒ Standard ☐ Rush_____

Project Name: EWWTP

Project #: DP1654

Project Manager: M. Garcia

Sampler: M. Garcia

On Ice: ☒ Yes ☐ No

# of Coolers: 1 409:

Cooler Temp(Including CF): 19.3-0=19.3(°C)

HALL ENVIRONMENTAL ANALYSIS LABORATORY
www.hallenvironmental.com
4901 Hawkins NE - Albuquerque, NM 87109
Tel. 505-345-3975 Fax 505-345-4107

Analysis Request

Date	Time	Matrix	Sample Name	Container Type and #	Preservative Type	HEAL No. 2309D94	BTEX / MTBE / TMB's (8021)	TPH:8015D(GRO / DRO / MRO)	8081 Pesticides/8082 PCB's	EDB (Method 504.1)	PAHs by 8310 or 8270SIMS	RCRA 8 Metals	Cl, F, Br, NO_3, NO_2, PO_4, SO_4	8260 (VOA)	8270 (Semi-VOA)	Total Coliform (Present/Absent)	E-coli	TSS
9/26/23	0625	AQ	EFFLUENT			001											X	
9/26/23	0928	AQ	MLSS			002												X

Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time
9/26/23	1020				9/26/23	10:20
Date:	Time:	Relinquished by:	Received by:	Via:	Date	Time

Remarks:

AGENDA ITEM #B.vii.

If necessary, samples submitted to Hall Environmental may be subcontracted to other accredited laboratories. This serves as notice of this possibility. Any sub-contracted data will be clearly notated on the analytical report.

TOWN OF EDGEWOOD
PLANNING & ZONING REPORT

REPORT for MONTH of October 2023

BUSINESS LICENSES and DEVELOPMENT REVIEW

Issued licenses to 3 new businesses.

New Business Registrations:
M-Cubed Enterprises
The Calling Outfitters, LLC
Missions Construction, LLC

Processed 9 Development Reviews:

New single-family construction – 2
Manufactured homes - 2
Additions - 1
Accessory Buildings – 3
Commercial Building

In development:

Vehicle Service Center
Manufactured Home Display Center
Tap Room

PLANNING and ZONING COMMISSION MEETING

The P&Z Commission met on October 12.

Heard, 2 Subdivisions:

Two lots expedited plat – Approved

Two lots expedited plat - Denied

PLANNING & ZONING REPORT

REPORT for MONTH of October 2023 Cont.

CODE ENFORCEMENT / COMPLIANCE

Notice to Abate issued – 5

Hearings Held on October 11th
Examiner (Jim Jacobson) heard 11 matters.

Resultant Stipulations – 5
Action Plans Entered - 5
Action Plans Resolved – 1
Abatements Ordered – 4

Action Ongoing - 12

Abatements Initiated -2
Completed – 1

Courtesy Letters Sent – 5

Hearing Matters scheduled for November - 4

TOWN OF EDGEWOOD 1999

TOWN OF EDGEWOOD

Treasurers Report

Summary

Date Range: 10/01/2023 - 10/31/2023

Fund	Beginning Cash Balance	Revenues	Expenses	Net Change Assets	Net Change Liabilities	Calculated Ending Balance	Actual Ending Balance	Calculated - Actual Ending
11000 - General Operating Fund	4,036,652.42	681,555.82	387,722.00	288,353.91	288,353.91	3,753,778.42	4,325,006.33	-571,227.91
21100 - Law Enforcement Protection	114,500.00	0.00	0.00	0.00	0.00	114,500.00	114,500.00	0.00
21400 - Lodgers' Tax	160,446.52	6,097.90	968.62	5,129.28	5,129.28	155,317.24	165,575.80	-10,258.56
22300 - DWI Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26000 - American Rescue Plan Act	1,100,295.00	0.00	0.00	0.00	0.00	1,100,295.00	1,100,295.00	0.00
28000 - Cannabis Regulation Act	76,235.61	4,896.87	146.90	4,749.97	4,749.97	71,485.64	80,985.58	-9,499.94
29900 - Other Special Revenue	124,023.30	0.00	0.00	0.00	0.00	124,023.30	124,023.30	0.00
30100 - Bond Proceeds Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
49900 - Other Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
50300 - Wastewater/Sewer Enterprise	-112,986.53	1,405.55	11,813.59	-10,568.27	-10,568.27	-102,258.03	-123,554.80	21,296.77
79900 - Other Trust & Agency	0.00	23.10	0.00	0.00	0.00	23.10	0.00	23.10
Report Total:	**5,499,166.32**	**693,979.24**	**400,651.11**	**287,664.89**	**287,664.89**	**5,217,164.67**	**5,786,831.21**	**-569,666.54**

TOWN OF EDGEWOOD

Income Statement

Account Summary

For Fiscal: FY24 Period Ending: 10/31/2023

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 11000 - General Operating Fund						
Revenue						
11000-0001-41250-00000-0	Gross Receipts Tax - Municipal Local Optio	3,500,000.00	3,500,000.00	369,572.51	1,517,810.79	1,982,189.21
11000-0001-41258-00000-0	Gross Receipts Tax - Municipal Hold Harml	535,450.00	535,450.00	0.00	0.00	535,450.00
11000-0001-41259-00000-0	CMP - Compensating Tax	74,383.00	74,383.00	0.00	16,649.20	57,733.80
11000-0001-41260-00000-0	ITG - Interstate Telecom Gross Receipts	1,159.00	1,159.00	11,450.05	11,624.78	-10,465.78
11000-0001-41500-00000-0	Property Tax - Current	0.00	0.00	0.00	1,718.43	-1,718.43
11000-0001-42401-00000-0	GRT Shared - Municipal Equivalent Distribu	3,200,000.00	3,200,000.00	290,307.31	1,195,071.67	2,004,928.33
11000-0001-42600-00000-0	Motor Vehicle Excise Tax	19,000.00	19,000.00	2,458.17	7,757.46	11,242.54
11000-0001-43100-00000-0	Animal Licenses	131.00	131.00	16.00	324.00	-193.00
11000-0001-43300-00000-0	Building Permit	6,876.00	6,876.00	400.00	6,105.99	770.01
11000-0001-43400-00000-0	Business Licenses/Registration	9,000.00	9,000.00	50.00	780.00	8,220.00
11000-0001-43900-00000-0	Other Licenses and Permits	2,700.00	2,700.00	50.00	8,925.00	-6,225.00
11000-0001-44030-00000-0	Animal Pound Fees	385.00	385.00	2,638.00	3,745.17	-3,360.17
11000-0001-44150-00000-0	Printing & Copying	326.00	326.00	12.25	21.00	305.00
11000-0001-44180-00000-0	Recreation Fees	0.00	0.00	0.00	30,100.00	-30,100.00
11000-0001-44190-00000-0	Rental Fees	1,325.00	1,325.00	180.00	1,685.00	-360.00
11000-0001-44221-00000-0	Wastewater Fees	0.00	0.00	389.56	389.56	-389.56
11000-0001-44270-00000-0	Impact Fees	0.00	0.00	412.00	2,669.29	-2,669.29
11000-0001-45020-00000-0	Court Fines	24,731.00	24,731.00	2,757.00	11,777.98	12,953.02
11000-0001-45040-00000-0	Library Fees	0.00	0.00	42.10	42.10	-42.10
11000-0001-46010-00000-0	Contributions/Donations	0.00	0.00	0.00	7,541.50	-7,541.50
11000-0001-46900-00000-0	Miscellaneous - Other	6,190.00	6,190.00	820.87	2,200.01	3,989.99
11000-0001-47140-00000-0	Small Cities Assistance (TRD)	90,000.00	90,000.00	0.00	0.00	90,000.00
11000-0001-47398-00000-0	Other State Distributions (operational)	50,000.00	50,000.00	0.00	27,315.38	22,684.62
11000-0001-61200-00000-0	Transfers Out	0.00	0.00	0.00	-65,895.18	65,895.18
	Revenue Total:	**7,521,656.00**	**7,521,656.00**	**681,555.82**	**2,788,359.13**	**4,733,296.87**
Expense						
11000-1001-51010-00000-0	Salaries - Elected Officials	31,200.00	31,200.00	1,661.56	7,569.34	23,630.66
11000-1001-52010-00000-0	FICA - Regular	1,934.00	1,934.00	103.04	414.96	1,519.04
11000-1001-52011-00000-0	FICA - Medicare	452.00	452.00	24.10	97.10	354.90
11000-1001-52020-00000-0	Retirement	2,836.00	2,836.00	121.20	606.00	2,230.00
11000-1001-52021-00000-0	Retiree Health Care	432.00	432.00	40.61	92.29	339.71
11000-1001-52030-00000-0	Health and Medical Premiums	34,637.00	34,637.00	0.00	3,675.37	30,961.63
11000-1001-52040-00000-0	Life Insurance Premiums	109.00	109.00	0.00	0.00	109.00
11000-1001-52110-00000-0	Workers' Compensation Employer's Fee	0.00	0.00	4.60	4.60	-4.60
11000-1001-53010-00000-0	Travel - Elected Officials	5,000.00	5,000.00	106.60	1,486.32	3,513.68
11000-1001-55020-00000-0	Contract - Attorney Fees	100,000.00	100,000.00	25,902.30	71,606.18	28,393.82
11000-1001-56020-00000-0	Supplies - General Office	0.00	0.00	0.00	181.00	-181.00
11000-1001-57050-00000-0	Employee Training	3,000.00	3,000.00	0.00	226.48	2,773.52
11000-1001-57090-00000-0	Printing/Publishing/Advertising	0.00	0.00	0.00	-1,345.06	1,345.06
11000-1001-57150-00000-0	Subscriptions & Dues	3,972.00	3,972.00	0.00	113.78	3,858.22
11000-1001-57160-00000-0	Telecommunications	2,222.00	2,222.00	205.60	821.15	1,400.85
11000-1009-51010-00000-0	Salaries - Elected Officials	12,000.00	12,000.00	923.08	3,692.32	8,307.68
11000-1009-51020-00000-0	Salaries - Full-Time Positions	50,274.00	50,274.00	5,481.44	23,157.70	27,116.30
11000-1009-51040-00000-0	Salaries - Part-Time Positions	18,199.00	18,199.00	0.00	0.00	18,199.00
11000-1009-52010-00000-0	FICA - Regular	4,989.00	4,989.00	381.04	1,592.48	3,396.52
11000-1009-52011-00000-0	FICA - Medicare	1,167.00	1,167.00	89.10	372.41	794.59
11000-1009-52020-00000-0	Retirement	6,601.00	6,601.00	523.03	2,292.29	4,308.71
11000-1009-52021-00000-0	Retiree Health Care	1,005.00	1,005.00	155.70	349.16	655.84
11000-1009-52030-00000-0	Health and Medical Premiums	12,194.00	12,194.00	1,036.24	4,663.08	7,530.92
11000-1009-52040-00000-0	Life Insurance Premiums	305.00	305.00	0.00	0.00	305.00
11000-1009-52090-00000-0	Unemployment Compensation	933.00	933.00	33.43	33.43	899.57

Income Statement **For Fiscal: FY24 Period Ending: 10/31/2023**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
11000-1009-52110-00000-0	Workers' Compensation Employer's Fee	37.00	37.00	6.90	6.90	30.10
11000-1009-53030-00000-0	Travel - Employees	2,500.00	2,500.00	0.00	0.00	2,500.00
11000-1009-54010-00000-0	Maintenance & Repairs - Building/Structur	2,000.00	2,000.00	0.00	0.00	2,000.00
11000-1009-54020-00000-0	Maintenance & Repairs - Contracts	3,560.00	3,560.00	0.00	0.00	3,560.00
11000-1009-55020-00000-0	Contract - Attorney Fees	10,000.00	10,000.00	0.00	0.00	10,000.00
11000-1009-55030-00000-0	Contract - Professional Services	200.00	200.00	0.00	0.00	200.00
11000-1009-55999-00000-0	Contract - Other Services	1,848.00	1,848.00	204.30	204.30	1,643.70
11000-1009-56020-00000-0	Supplies - General Office	2,000.00	2,000.00	17.25	341.84	1,658.16
11000-1009-56040-00000-0	Supplies - Furniture/Fixtures/Equipment (	2,000.00	2,000.00	0.00	0.00	2,000.00
11000-1009-56999-00000-0	Supplies - Other	0.00	0.00	0.00	0.00	0.00
11000-1009-57050-00000-0	Employee Training	6,000.00	6,000.00	0.00	0.00	6,000.00
11000-1009-57070-00000-0	Insurance - General Liability/Property	6,000.00	6,000.00	0.00	0.00	6,000.00
11000-1009-57090-00000-0	Printing/Publishing/Advertising	216.00	216.00	0.00	0.00	216.00
11000-1009-57150-00000-0	Subscriptions & Dues	600.00	600.00	0.00	120.00	480.00
11000-1009-57160-00000-0	Telecommunications	543.00	543.00	0.00	0.00	543.00
11000-1009-57170-00000-0	Utilities - Electricity	6,500.00	6,500.00	0.00	284.14	6,215.86
11000-1009-57999-00000-0	Other Operating Costs	23,239.00	23,239.00	0.00	3,414.37	19,824.63
11000-2002-57800-00000-0	GRT Administrative Fees	100,000.00	100,000.00	0.00	0.00	100,000.00
11000-2004-51020-00000-0	Salaries - Full-Time Positions	577,514.00	577,514.00	32,012.83	162,637.23	414,876.77
11000-2004-51060-00000-0	Salaries - Overtime	0.00	0.00	241.57	504.07	-504.07
11000-2004-52010-00000-0	FICA - Regular	35,806.00	35,806.00	1,916.03	9,703.55	26,102.45
11000-2004-52011-00000-0	FICA - Medicare	8,374.00	8,374.00	448.11	2,269.32	6,104.68
11000-2004-52020-00000-0	Retirement	58,102.00	58,102.00	4,125.35	18,438.59	39,663.41
11000-2004-52021-00000-0	Retiree Health Care	8,850.00	8,850.00	1,268.03	2,809.43	6,040.57
11000-2004-52030-00000-0	Health and Medical Premiums	90,749.00	90,749.00	5,626.63	27,743.33	63,005.67
11000-2004-52040-00000-0	Life Insurance Premiums	1,750.00	1,750.00	0.00	0.00	1,750.00
11000-2004-52090-00000-0	Unemployment Compensation	2,000.00	2,000.00	78.79	78.79	1,921.21
11000-2004-52100-00000-0	Workers' Compensation Premium	50,000.00	50,000.00	0.00	0.00	50,000.00
11000-2004-52110-00000-0	Workers' Compensation Employer's Fee	74.00	74.00	13.80	13.80	60.20
11000-2004-53030-00000-0	Travel - Employees	6,330.00	6,330.00	714.12	714.12	5,615.88
11000-2004-54010-00000-0	Maintenance & Repairs - Building/Structur	12,000.00	12,000.00	0.00	659.23	11,340.77
11000-2004-54020-00000-0	Maintenance & Repairs - Contracts	5,000.00	5,000.00	0.00	0.00	5,000.00
11000-2004-54040-00000-0	Maintenance & Repairs - Vehicles	1,100.00	1,100.00	0.00	406.13	693.87
11000-2004-54050-00000-0	Maintenance & Repair - Furniture/Fixtures	1,220.00	1,220.00	0.00	0.00	1,220.00
11000-2004-54999-00000-0	Other Maintenance	0.00	0.00	0.00	1,989.00	-1,989.00
11000-2004-55010-00000-0	Contract - Audit	23,167.00	23,167.00	6,465.00	6,465.00	16,702.00
11000-2004-55030-00000-0	Contract - Professional Services	129,513.00	129,513.00	0.00	46,219.07	83,293.93
11000-2004-55030-24001-0	Contract - Professional Services IT	0.00	0.00	907.31	907.31	-907.31
11000-2004-55999-00000-0	Contract - Other Services	106,705.00	106,705.00	6,063.75	23,162.81	83,542.19
11000-2004-56020-00000-0	Supplies - General Office	26,347.00	26,347.00	1,470.00	4,982.98	21,364.02
11000-2004-56120-00000-0	Supplies - Vehicle Fuel	1,450.00	1,450.00	0.00	-107.29	1,557.29
11000-2004-56999-00000-0	Supplies - Other	26,047.00	26,047.00	0.00	42.58	26,004.42
11000-2004-57050-00000-0	Employee Training	5,368.00	5,368.00	0.00	0.00	5,368.00
11000-2004-57070-00000-0	Insurance - General Liability/Property	174,900.00	174,900.00	0.00	0.00	174,900.00
11000-2004-57080-00000-0	Postage	6,420.00	6,420.00	221.79	1,132.42	5,287.58
11000-2004-57090-00000-0	Printing/Publishing/Advertising	10,394.00	10,394.00	0.00	548.73	9,845.27
11000-2004-57130-00000-0	Rent of Equipment/Machinery	2,500.00	2,500.00	0.00	0.00	2,500.00
11000-2004-57140-00000-0	Rent of Land/Building	17,187.00	17,187.00	0.00	0.00	17,187.00
11000-2004-57150-00000-0	Subscriptions & Dues	21,393.00	21,393.00	0.00	18,619.00	2,774.00
11000-2004-57160-00000-0	Telecommunications	16,535.00	16,535.00	457.01	4,364.66	12,170.34
11000-2004-57170-00000-0	Utilities - Electricity	20,731.00	20,731.00	61.41	7,708.80	13,022.20
11000-2004-57220-00000-0	Penalty/Svg Charge	0.00	0.00	67,850.30	67,850.30	-67,850.30
11000-2004-57999-00000-0	Other Operating Costs	299,900.00	299,900.00	1,566.34	86,772.94	213,127.06
11000-2004-57999-43003-0	Other Operating Costs - Dumpster Days	0.00	0.00	0.00	0.00	0.00
11000-2004-58010-00000-0	Buildings & Structures	0.00	0.00	0.00	322.51	-322.51
11000-2004-58020-00000-0	Equipment & Machinery	86,396.00	86,396.00	0.00	-1,102.08	87,498.08
11000-2006-51020-00000-0	Salaries - Full-Time Positions	159,848.00	159,848.00	13,555.56	52,324.71	107,523.29
11000-2006-51060-00000-0	Salaries - Overtime	16,000.00	16,000.00	0.00	1,040.54	14,959.46
11000-2006-52010-00000-0	FICA - Regular	9,911.00	9,911.00	798.95	3,086.80	6,824.20

Income Statement **For Fiscal: FY24 Period Ending: 10/31/2023**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
11000-2006-52011-00000-0	FICA - Medicare	2,318.00	2,318.00	186.87	721.97	1,596.03
11000-2006-52020-00000-0	Retirement	20,988.00	20,988.00	1,778.07	6,763.84	14,224.16
11000-2006-52021-00000-0	Retiree Health Care	3,197.00	3,197.00	527.90	1,030.29	2,166.71
11000-2006-52030-00000-0	Health and Medical Premiums	36,286.00	36,286.00	2,676.17	14,312.99	21,973.01
11000-2006-52040-00000-0	Life Insurance Premiums	462.00	462.00	0.00	0.00	462.00
11000-2006-52090-00000-0	Unemployment Compensation	1,411.00	1,411.00	122.96	122.96	1,288.04
11000-2006-52110-00000-0	Workers' Compensation Employer's Fee	37.00	37.00	9.20	9.20	27.80
11000-2006-53030-00000-0	Travel - Employees	800.00	800.00	0.00	0.00	800.00
11000-2006-54010-00000-0	Maintenance & Repairs - Building/Structur	0.00	0.00	0.00	0.00	0.00
11000-2006-54040-00000-0	Maintenance & Repairs - Vehicles	35,000.00	35,000.00	2,725.83	2,725.83	32,274.17
11000-2006-54999-00000-0	Other Maintenance	9,000.00	9,000.00	0.00	2,508.71	6,491.29
11000-2006-55030-00000-0	Contract - Professional Services	1,500.00	1,500.00	0.00	0.00	1,500.00
11000-2006-56020-00000-0	Supplies - General Office	1,500.00	1,500.00	41.88	660.89	839.11
11000-2006-56030-00000-0	Supplies - Field Supplies	0.00	0.00	180.91	180.91	-180.91
11000-2006-56110-00000-0	Supplies - Uniforms/Linen	2,000.00	2,000.00	0.00	150.00	1,850.00
11000-2006-56120-00000-0	Supplies - Vehicle Fuel	5,000.00	5,000.00	0.00	1,741.56	3,258.44
11000-2006-56999-00000-0	Supplies - Other	3,500.00	3,500.00	360.35	360.35	3,139.65
11000-2006-57050-00000-0	Employee Training	500.00	500.00	0.00	0.00	500.00
11000-2006-57160-00000-0	Telecommunications	1,500.00	1,500.00	191.14	845.48	654.52
11000-2006-57999-00000-0	Other Operating Costs	0.00	0.00	585.40	585.40	-585.40
11000-2006-58020-00000-0	Equipment & Machinery	0.00	0.00	2,486.69	52,986.69	-52,986.69
11000-2012-51020-00000-0	Salaries - Full-Time Positions	114,005.00	114,005.00	14,778.30	44,072.35	69,932.65
11000-2012-51060-00000-0	Salaries - Overtime	9,115.00	9,115.00	0.00	0.00	9,115.00
11000-2012-52010-00000-0	FICA - Regular	7,068.00	7,068.00	871.67	2,572.90	4,495.10
11000-2012-52011-00000-0	FICA - Medicare	1,653.00	1,653.00	203.87	601.73	1,051.27
11000-2012-52020-00000-0	Retirement	14,969.00	14,969.00	1,814.95	5,297.67	9,671.33
11000-2012-52021-00000-0	Retiree Health Care	2,280.00	2,280.00	455.07	806.99	1,473.01
11000-2012-52030-00000-0	Health and Medical Premiums	10,956.00	10,956.00	2,988.56	10,406.50	549.50
11000-2012-52040-00000-0	Life Insurance Premiums	430.00	430.00	0.00	0.00	430.00
11000-2012-52090-00000-0	Unemployment Compensation	400.00	400.00	71.39	71.39	328.61
11000-2012-52110-00000-0	Workers' Compensation Employer's Fee	18.00	18.00	6.90	6.90	11.10
11000-2012-53030-00000-0	Travel - Employees	3,000.00	3,000.00	0.00	0.00	3,000.00
11000-2012-54040-00000-0	Maintenance & Repairs - Vehicles	1,200.00	1,200.00	0.00	2,359.63	-1,159.63
11000-2012-54999-00000-0	Other Maintenance	1,500.00	1,500.00	0.00	0.00	1,500.00
11000-2012-55020-00000-0	Contract - Attorney Fees	25,000.00	25,000.00	0.00	0.00	25,000.00
11000-2012-55030-00000-0	Contract - Professional Services	10,000.00	10,000.00	212.50	4,212.50	5,787.50
11000-2012-55999-00000-0	Contract - Other Services	10,000.00	10,000.00	0.00	0.00	10,000.00
11000-2012-56020-00000-0	Supplies - General Office	1,600.00	1,600.00	0.00	222.33	1,377.67
11000-2012-56040-00000-0	Supplies - Furniture/Fixtures/Equipment (	1,000.00	1,000.00	0.00	0.00	1,000.00
11000-2012-56120-00000-0	Supplies - Vehicle Fuel	2,000.00	2,000.00	258.17	367.64	1,632.36
11000-2012-56999-00000-0	Supplies - Other	800.00	800.00	0.00	0.00	800.00
11000-2012-57050-00000-0	Employee Training	3,500.00	3,500.00	0.00	464.88	3,035.12
11000-2012-57080-00000-0	Postage	1,000.00	1,000.00	40.62	40.62	959.38
11000-2012-57090-00000-0	Printing/Publishing/Advertising	3,000.00	3,000.00	0.00	296.61	2,703.39
11000-2012-57150-00000-0	Subscriptions & Dues	12,000.00	12,000.00	0.00	6,000.00	6,000.00
11000-2012-57160-00000-0	Telecommunications	2,000.00	2,000.00	82.24	246.44	1,753.56
11000-2012-57999-00000-0	Other Operating Costs	0.00	0.00	0.00	0.00	0.00
11000-2012-58020-00000-0	Equipment & Machinery	0.00	0.00	0.00	41,427.00	-41,427.00
11000-3001-51020-00000-0	Salaries - Full-Time Positions	1,040,722.00	1,040,722.00	78,882.60	318,106.79	722,615.21
11000-3001-51060-00000-0	Salaries - Overtime	149,162.00	149,162.00	7,866.89	24,747.89	124,414.11
11000-3001-52010-00000-0	FICA - Regular	64,525.00	64,525.00	5,217.60	21,014.23	43,510.77
11000-3001-52011-00000-0	FICA - Medicare	15,090.00	15,090.00	1,220.22	4,914.64	10,175.36
11000-3001-52020-00000-0	Retirement	281,919.00	281,919.00	19,665.34	78,069.76	203,849.24
11000-3001-52021-00000-0	Retiree Health Care	25,810.00	25,810.00	2,652.10	2,780.10	23,029.90
11000-3001-52030-00000-0	Health and Medical Premiums	126,109.00	126,109.00	10,660.72	43,553.10	82,555.90
11000-3001-52040-00000-0	Life Insurance Premiums	2,952.00	2,952.00	0.00	0.00	2,952.00
11000-3001-52090-00000-0	Unemployment Compensation	3,150.00	3,150.00	165.42	169.22	2,980.78
11000-3001-52110-00000-0	Workers' Compensation Employer's Fee	138.00	138.00	27.60	27.60	110.40
11000-3001-53030-00000-0	Travel - Employees	10,000.00	10,000.00	0.00	0.00	10,000.00

Income Statement **For Fiscal: FY24 Period Ending: 10/31/2023**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
11000-3001-54010-00000-0	Maintenance & Repairs - Building/Structur	20,000.00	20,000.00	0.00	478.17	19,521.83
11000-3001-54020-00000-0	Maintenance & Repairs - Contracts	3,000.00	3,000.00	0.00	-1,751.84	4,751.84
11000-3001-54040-00000-0	Maintenance & Repairs - Vehicles	109,931.00	109,931.00	0.00	8,048.97	101,882.03
11000-3001-54050-00000-0	Maintenance & Repair - Furniture/Fixtures	1,250.00	1,250.00	0.00	0.00	1,250.00
11000-3001-55030-00000-0	Contract - Professional Services	12,641.00	12,641.00	0.00	10,476.19	2,164.81
11000-3001-55999-00000-0	Contract - Other Services	38,049.00	38,049.00	0.00	1,611.28	36,437.72
11000-3001-56020-00000-0	Supplies - General Office	31,609.00	31,609.00	0.00	1,299.70	30,309.30
11000-3001-56030-00000-0	Supplies - Field Supplies	0.00	0.00	0.00	0.00	0.00
11000-3001-56040-00000-0	Supplies - Furniture/Fixtures/Equipment (	0.00	0.00	0.00	915.96	-915.96
11000-3001-56090-00000-0	Supplies - Safety	2,000.00	2,000.00	0.00	0.00	2,000.00
11000-3001-56110-00000-0	Supplies - Uniforms/Linen	19,380.00	19,380.00	0.00	7,191.69	12,188.31
11000-3001-56120-00000-0	Supplies - Vehicle Fuel	60,770.00	60,770.00	5,059.73	21,024.74	39,745.26
11000-3001-56999-00000-0	Supplies - Other	42,183.00	42,183.00	58.94	21,672.92	20,510.08
11000-3001-57030-00000-0	Communication Costs	60,000.00	60,000.00	0.00	0.00	60,000.00
11000-3001-57050-00000-0	Employee Training	20,000.00	20,000.00	0.00	465.00	19,535.00
11000-3001-57090-00000-0	Printing/Publishing/Advertising	2,000.00	2,000.00	0.00	0.00	2,000.00
11000-3001-57150-00000-0	Subscriptions & Dues	3,502.00	3,502.00	0.00	1,889.67	1,612.33
11000-3001-57160-00000-0	Telecommunications	14,000.00	14,000.00	1,417.21	4,938.97	9,061.03
11000-3001-57170-00000-0	Utilities - Electricity	18,890.00	18,890.00	219.53	1,934.17	16,955.83
11000-3001-57999-00000-0	Other Operating Costs	54,622.00	54,622.00	250.55	250.55	54,371.45
11000-3001-58020-00000-0	Equipment & Machinery	0.00	0.00	0.00	0.00	0.00
11000-3001-58080-00000-0	Vehicles	0.00	0.00	0.00	2,579.60	-2,579.60
11000-3002-55999-00000-0	Contract - Other Services	654,067.00	654,067.00	0.00	0.00	654,067.00
11000-3004-51020-00000-0	Salaries - Full-Time Positions	77,376.00	77,376.00	10,148.22	35,382.33	41,993.67
11000-3004-51040-00000-0	Salaries - Part-Time Positions	18,377.00	18,377.00	0.00	0.00	18,377.00
11000-3004-51060-00000-0	Salaries - Overtime	8,736.00	8,736.00	0.00	0.00	8,736.00
11000-3004-52010-00000-0	FICA - Regular	5,937.00	5,937.00	594.41	2,090.29	3,846.71
11000-3004-52011-00000-0	FICA - Medicare	1,388.00	1,388.00	139.01	488.86	899.14
11000-3004-52020-00000-0	Retirement	10,159.00	10,159.00	845.27	3,203.57	6,955.43
11000-3004-52021-00000-0	Retiree Health Care	1,548.00	1,548.00	246.48	486.79	1,061.21
11000-3004-52030-00000-0	Health and Medical Premiums	17,784.00	17,784.00	2,355.54	9,422.16	8,361.84
11000-3004-52040-00000-0	Life Insurance Premiums	400.00	400.00	0.00	0.00	400.00
11000-3004-52090-00000-0	Unemployment Compensation	400.00	400.00	64.06	65.96	334.04
11000-3004-52110-00000-0	Workers' Compensation Employer's Fee	28.00	28.00	6.90	6.90	21.10
11000-3004-53030-00000-0	Travel - Employees	1,000.00	1,000.00	0.00	0.00	1,000.00
11000-3004-54010-00000-0	Maintenance & Repairs - Building/Structur	4,308.00	4,308.00	0.00	80.86	4,227.14
11000-3004-54020-00000-0	Maintenance & Repairs - Contracts	1,200.00	1,200.00	0.00	0.00	1,200.00
11000-3004-54030-00000-0	Maintenance & Repairs - Grounds/Roadwa	166.00	166.00	0.00	3,508.16	-3,342.16
11000-3004-54040-00000-0	Maintenance & Repairs - Vehicles	1,200.00	1,200.00	0.00	144.72	1,055.28
11000-3004-55030-00000-0	Contract - Professional Services	15,206.00	15,206.00	0.00	0.00	15,206.00
11000-3004-55999-00000-0	Contract - Other Services	1,962.00	1,962.00	54.28	1,942.78	19.22
11000-3004-56020-00000-0	Supplies - General Office	1,200.00	1,200.00	0.00	0.00	1,200.00
11000-3004-56040-00000-0	Supplies - Furniture/Fixtures/Equipment (	500.00	500.00	0.00	0.00	500.00
11000-3004-56090-00000-0	Supplies - Safety	200.00	200.00	0.00	0.00	200.00
11000-3004-56110-00000-0	Supplies - Uniforms/Linen	3,500.00	3,500.00	0.00	575.00	2,925.00
11000-3004-56120-00000-0	Supplies - Vehicle Fuel	3,500.00	3,500.00	246.82	931.88	2,568.12
11000-3004-56999-00000-0	Supplies - Other	9,016.00	9,016.00	58.94	58.60	8,957.40
11000-3004-57050-00000-0	Employee Training	4,110.00	4,110.00	0.00	0.00	4,110.00
11000-3004-57130-00000-0	Rent of Equipment/Machinery	281.00	281.00	0.00	0.00	281.00
11000-3004-57150-00000-0	Subscriptions & Dues	180.00	180.00	0.00	0.00	180.00
11000-3004-57160-00000-0	Telecommunications	2,065.00	2,065.00	122.25	365.49	1,699.51
11000-3004-57170-00000-0	Utilities - Electricity	7,500.00	7,500.00	0.00	2,193.21	5,306.79
11000-3004-57999-00000-0	Other Operating Costs	3,000.00	3,000.00	0.00	1,802.24	1,197.76
11000-4003-51020-00000-0	Salaries - Full-Time Positions	54,600.00	54,600.00	4,280.00	25,236.26	29,363.74
11000-4003-51040-00000-0	Salaries - Part-Time Positions	29,640.00	29,640.00	0.00	18,916.38	10,723.62
11000-4003-51060-00000-0	Salaries - Overtime	4,793.00	4,793.00	0.00	0.00	4,793.00
11000-4003-52010-00000-0	FICA - Regular	5,223.00	5,223.00	258.16	2,705.06	2,517.94
11000-4003-52011-00000-0	FICA - Medicare	1,221.00	1,221.00	60.38	632.67	588.33
11000-4003-52020-00000-0	Retirement	7,169.00	7,169.00	561.96	3,313.53	3,855.47

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
11000-4003-52021-00000-0	Retiree Health Care	1,092.00	1,092.00	215.74	504.74	587.26
11000-4003-52030-00000-0	Health and Medical Premiums	0.00	0.00	464.62	2,090.79	-2,090.79
11000-4003-52040-00000-0	Life Insurance Premiums	185.00	185.00	0.00	0.00	185.00
11000-4003-52090-00000-0	Unemployment Compensation	565.00	565.00	75.16	81.57	483.43
11000-4003-52110-00000-0	Workers' Compensation Employer's Fee	18.00	18.00	4.60	4.60	13.40
11000-4003-53030-00000-0	Travel - Employees	2,000.00	2,000.00	0.00	0.00	2,000.00
11000-4003-54030-00000-0	Maintenance & Repairs - Grounds/Roadwa	0.00	0.00	0.00	3,633.69	-3,633.69
11000-4003-54999-00000-0	Other Maintenance	4,500.00	4,500.00	0.00	0.00	4,500.00
11000-4003-55030-00000-0	Contract - Professional Services	0.00	0.00	3,673.50	3,673.50	-3,673.50
11000-4003-55999-00000-0	Contract - Other Services	0.00	0.00	0.00	1,390.90	-1,390.90
11000-4003-56020-00000-0	Supplies - General Office	3,100.00	3,100.00	0.00	16.57	3,083.43
11000-4003-56120-00000-0	Supplies - Vehicle Fuel	3,000.00	3,000.00	0.00	0.00	3,000.00
11000-4003-56999-00000-0	Supplies - Other	21,958.00	21,958.00	0.00	0.00	21,958.00
11000-4003-57050-00000-0	Employee Training	1,000.00	1,000.00	0.00	0.00	1,000.00
11000-4003-57130-00000-0	Rent of Equipment/Machinery	2,000.00	2,000.00	0.00	0.00	2,000.00
11000-4003-57150-00000-0	Subscriptions & Dues	1,000.00	1,000.00	0.00	0.00	1,000.00
11000-4003-57160-00000-0	Telecommunications	1,079.00	1,079.00	41.12	205.32	873.68
11000-4003-57170-00000-0	Utilities - Electricity	20,000.00	20,000.00	0.00	2,191.35	17,808.65
11000-4003-57999-00000-0	Other Operating Costs	3,542.00	3,542.00	0.00	15,329.97	-11,787.97
11000-4004-51020-00000-0	Salaries - Full-Time Positions	89,440.00	89,440.00	9,476.99	30,116.99	59,323.01
11000-4004-51060-00000-0	Salaries - Overtime	2,187.00	2,187.00	0.00	0.00	2,187.00
11000-4004-52010-00000-0	FICA - Regular	5,545.00	5,545.00	565.85	1,811.51	3,733.49
11000-4004-52011-00000-0	FICA - Medicare	1,297.00	1,297.00	132.35	423.65	873.35
11000-4004-52020-00000-0	Retirement	11,743.00	11,743.00	1,244.33	3,954.41	7,788.59
11000-4004-52021-00000-0	Retiree Health Care	1,789.00	1,789.00	327.15	602.35	1,186.65
11000-4004-52030-00000-0	Health and Medical Premiums	0.00	0.00	1,513.58	4,045.28	-4,045.28
11000-4004-52040-00000-0	Life Insurance Premiums	192.00	192.00	0.00	0.00	192.00
11000-4004-52090-00000-0	Unemployment Compensation	272.00	272.00	26.46	26.46	245.54
11000-4004-52110-00000-0	Workers' Compensation Employer's Fee	18.00	18.00	2.30	2.30	15.70
11000-4004-53030-00000-0	Travel - Employees	600.00	600.00	0.00	0.00	600.00
11000-4004-54010-00000-0	Maintenance & Repairs - Building/Structur	1,500.00	1,500.00	0.00	519.11	980.89
11000-4004-54020-00000-0	Maintenance & Repairs - Contracts	1,600.00	1,600.00	0.00	1,546.48	53.52
11000-4004-55030-00000-0	Contract - Professional Services	1,000.00	1,000.00	0.00	0.00	1,000.00
11000-4004-56020-00000-0	Supplies - General Office	5,000.00	5,000.00	0.00	0.00	5,000.00
11000-4004-56040-00000-0	Supplies - Furniture/Fixtures/Equipment (	5,000.00	5,000.00	0.00	0.00	5,000.00
11000-4004-56999-00000-0	Supplies - Other	4,200.00	4,200.00	0.00	1,402.60	2,797.40
11000-4004-57050-00000-0	Employee Training	500.00	500.00	0.00	0.00	500.00
11000-4004-57090-00000-0	Printing/Publishing/Advertising	300.00	300.00	0.00	0.00	300.00
11000-4004-57140-00000-0	Rent of Land/Building	5,000.00	5,000.00	0.00	0.00	5,000.00
11000-4004-57150-00000-0	Subscriptions & Dues	1,300.00	1,300.00	0.00	792.77	507.23
11000-4004-57160-00000-0	Telecommunications	3,200.00	3,200.00	0.00	0.00	3,200.00
11000-4004-57170-00000-0	Utilities - Electricity	11,000.00	11,000.00	0.00	507.08	10,492.92
11000-4004-57999-00000-0	Other Operating Costs	3,600.00	3,600.00	0.00	4,719.28	-1,119.28
11000-4004-58030-00000-0	Furniture & Fixtures	7,750.00	7,750.00	0.00	0.00	7,750.00
11000-4004-58070-00000-0	Library/Museum Acquisition	30,403.00	30,403.00	9.71	1,404.83	28,998.17
11000-4007-54010-00000-0	Maintenance & Repairs - Building/Structur	1,000.00	1,000.00	0.00	0.00	1,000.00
11000-4007-56999-00000-0	Supplies - Other	0.00	0.00	0.00	0.00	0.00
11000-4007-57130-00000-0	Rent of Equipment/Machinery	1,650.00	1,650.00	0.00	0.00	1,650.00
11000-4007-57160-00000-0	Telecommunications	520.00	520.00	0.00	119.85	400.15
11000-4007-57170-00000-0	Utilities - Electricity	3,555.00	3,555.00	0.00	869.76	2,685.24
11000-4007-57999-00000-0	Other Operating Costs	0.00	0.00	0.00	252.76	-252.76
	Expense Total:	**6,302,322.00**	**6,302,322.00**	**387,722.00**	**1,655,766.70**	**4,646,555.30**
	Fund: 11000 - General Operating Fund Surplus (Deficit):	**1,219,334.00**	**1,219,334.00**	**293,833.82**	**1,132,592.43**	
Fund: 20100 - Corrections						
Revenue						
20100-0001-45010-00000-0	Corrections	11,357.00	11,357.00	0.00	0.00	11,357.00
	Revenue Total:	**11,357.00**	**11,357.00**	**0.00**	**0.00**	**11,357.00**

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense						
20100-8003-57010-00000-0	Care of Prisoners	11,357.00	11,357.00	0.00	0.00	11,357.00
	Expense Total:	**11,357.00**	**11,357.00**	**0.00**	**0.00**	**11,357.00**
	Fund: 20100 - Corrections Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	
Fund: 21100 - Law Enforcement Protection						
Revenue						
21100-0001-47110-00000-0	State - Law Enforcement Protection (DFA)	114,500.00	114,500.00	0.00	114,500.00	0.00
	Revenue Total:	**114,500.00**	**114,500.00**	**0.00**	**114,500.00**	**0.00**
Expense						
21100-3001-57999-00000-0	Other Operating Costs	114,500.00	114,500.00	0.00	0.00	114,500.00
	Expense Total:	**114,500.00**	**114,500.00**	**0.00**	**0.00**	**114,500.00**
	Fund: 21100 - Law Enforcement Protection Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**114,500.00**	
Fund: 21200 - Law Enforcement Recruitment/Retention						
Revenue						
21200-0001-47120-00000-0	State - Law Enforcement Appropriation	75,000.00	0.00	0.00	0.00	0.00
	Revenue Total:	**75,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense						
21200-3001-51020-00000-0	Salaries - Full-Time Positions	50,000.00	0.00	0.00	0.00	0.00
21200-3001-52010-00000-0	FICA - Regular	3,100.00	0.00	0.00	0.00	0.00
21200-3001-52011-00000-0	FICA - Medicare	725.00	0.00	0.00	0.00	0.00
21200-3001-52020-00000-0	Retirement	13,485.00	0.00	0.00	0.00	0.00
21200-3001-52021-00000-0	Retiree Health Care	1,250.00	0.00	0.00	0.00	0.00
21200-3001-52030-00000-0	Health and Medical Premiums	4,940.00	0.00	0.00	0.00	0.00
21200-3001-52090-00000-0	Unemployment Compensation	1,500.00	0.00	0.00	0.00	0.00
	Expense Total:	**75,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Fund: 21200 - Law Enforcement Recruitment/Retention Surplus (Deficit	**0.00**	**0.00**	**0.00**	**0.00**	
Fund: 21210 - Laws of FY22 LERR (YEAR 2)						
Revenue						
21210-0001-47120-00000-0	State - Law Enforcement Appropriation	0.00	75,000.00	225,000.00	225,000.00	-150,000.00
	Revenue Total:	**0.00**	**75,000.00**	**225,000.00**	**225,000.00**	**-150,000.00**
Expense						
21210-3001-51061-00000-0	Recruitment Stipend	0.00	75,000.00	0.00	0.00	75,000.00
	Expense Total:	**0.00**	**75,000.00**	**0.00**	**0.00**	**75,000.00**
	Fund: 21210 - Laws of FY22 LERR (YEAR 2) Surplus (Deficit):	**0.00**	**0.00**	**225,000.00**	**225,000.00**	
Fund: 21400 - Lodgers' Tax						
Revenue						
21400-0001-41300-00000-0	Lodgers' Tax	44,716.00	44,716.00	6,097.90	27,862.09	16,853.91
	Revenue Total:	**44,716.00**	**44,716.00**	**6,097.90**	**27,862.09**	**16,853.91**
Expense						
21400-2002-57999-00000-0	Other Operating Costs	44,716.00	44,716.00	968.62	968.62	43,747.38
	Expense Total:	**44,716.00**	**44,716.00**	**968.62**	**968.62**	**43,747.38**
	Fund: 21400 - Lodgers' Tax Surplus (Deficit):	**0.00**	**0.00**	**5,129.28**	**26,893.47**	
Fund: 21600 - Municipal Street						
Revenue						
21600-0001-41500-00000-0	Propery Tax - Current	0.00	0.00	0.00	11,615.94	-11,615.94
21600-0001-42300-00000-0	Gas Tax for General Purposes	103,303.00	103,303.00	8,493.89	33,338.21	69,964.79
21600-0001-46099-00000-0	Sales - Other	0.00	0.00	272.80	272.80	-272.80
21600-0001-46900-00000-0	Miscellaneous - Other	515,440.00	515,440.00	0.00	0.00	515,440.00
	Revenue Total:	**618,743.00**	**618,743.00**	**8,766.69**	**45,226.95**	**573,516.05**
Expense						
21600-5002-51020-00000-0	Salaries - Full-Time Positions	349,756.00	349,756.00	28,936.96	107,492.44	242,263.56
21600-5002-51060-00000-0	Salaries - Overtime	17,210.00	17,210.00	529.30	1,318.81	15,891.19
21600-5002-52010-00000-0	FICA - Regular	21,685.00	21,685.00	1,777.98	6,550.57	15,134.43
21600-5002-52011-00000-0	FICA - Medicare	5,071.00	5,071.00	415.78	1,531.90	3,539.10

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		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
21600-5002-52020-00000-0	Retirement	45,923.00	45,923.00	3,799.45	4,815.86	41,107.14
21600-5002-52021-00000-0	Retiree Health Care	6,995.00	6,995.00	1,121.56	10,924.84	-3,929.84
21600-5002-52030-00000-0	Health and Medical Premiums	38,731.00	38,731.00	3,267.76	13,504.60	25,226.40
21600-5002-52040-00000-0	Life Insurance Premiums	1,008.00	1,008.00	0.00	0.00	1,008.00
21600-5002-52090-00000-0	Unemployment Compensation	3,079.00	3,079.00	148.17	148.17	2,930.83
21600-5002-52110-00000-0	Workers' Compensation Employer's Fee	64.00	64.00	16.10	16.10	47.90
21600-5002-53030-00000-0	Travel - Employees	100.00	100.00	0.00	0.00	100.00
21600-5002-54010-00000-0	Maintenance & Repairs - Building/Structur	3,000.00	3,000.00	0.00	0.00	3,000.00
21600-5002-54020-00000-0	Maintenance & Repairs - Contracts	1,772.00	1,772.00	0.00	2,200.43	-428.43
21600-5002-54030-00000-0	Maintenance & Repairs - Grounds/Roadwa	200,000.00	200,000.00	1,251.31	2,362.07	197,637.93
21600-5002-54040-00000-0	Maintenance & Repairs - Vehicles	26,629.00	26,629.00	270.80	270.80	26,358.20
21600-5002-54999-00000-0	Other Maintenance	15,000.00	15,000.00	0.00	2,785.30	12,214.70
21600-5002-55020-00000-0	Contract - Attorney Fees	0.00	0.00	0.00	1,964.00	-1,964.00
21600-5002-55030-00000-0	Contract - Professional Services	5,206.00	5,206.00	0.00	0.00	5,206.00
21600-5002-56020-00000-0	Supplies - General Office	1,000.00	1,000.00	0.00	0.00	1,000.00
21600-5002-56030-00000-0	Supplies - Field Supplies	0.00	0.00	180.90	180.90	-180.90
21600-5002-56040-00000-0	Supplies - Furniture/Fixtures/Equipment (	1,000.00	1,000.00	0.00	0.00	1,000.00
21600-5002-56090-00000-0	Supplies - Safety	4,000.00	4,000.00	0.00	0.00	4,000.00
21600-5002-56110-00000-0	Supplies - Uniforms/Linen	5,000.00	5,000.00	0.00	0.00	5,000.00
21600-5002-56120-00000-0	Supplies - Vehicle Fuel	50,000.00	50,000.00	184.03	11,063.44	38,936.56
21600-5002-56122-00000-0	Supplies - Vehicle Tires	0.00	0.00	0.00	399.31	-399.31
21600-5002-56999-00000-0	Supplies - Other	5,000.00	5,000.00	60.94	60.94	4,939.06
21600-5002-57050-00000-0	Employee Training	7,000.00	7,000.00	0.00	0.00	7,000.00
21600-5002-57150-00000-0	Subscriptions & Dues	0.00	0.00	0.00	1,528.43	-1,528.43
21600-5002-57160-00000-0	Telecommunications	3,382.00	3,382.00	268.35	15,777.58	-12,395.58
21600-5002-57170-00000-0	Utilities - Electricity	45,000.00	45,000.00	1,997.56	1,997.56	43,002.44
21600-5002-57173-00000-0	Utilities - Water	0.00	0.00	0.00	415.75	-415.75
21600-5002-57999-00000-0	Other Operating Costs	4,437.00	4,437.00	-1,080.00	-1,080.00	5,517.00
21600-5002-57999-26001-0	Operating Costs - Appaloosa	0.00	0.00	-540.00	-540.00	540.00
21600-5002-58090-00000-0	Roadways/Bridges	0.00	0.00	0.00	587.06	-587.06
	Expense Total:	**867,048.00**	**867,048.00**	**42,606.95**	**186,276.86**	**680,771.14**
	Fund: 21600 - Municipal Street Surplus (Deficit):	**-248,305.00**	**-248,305.00**	**-33,840.26**	**-141,049.91**	
Fund: 26000 - American Rescue Plan Act						
Expense						
26000-2002-58020-00000-0	Equipment & Machinery	0.00	0.00	0.00	412,774.00	-412,774.00
26000-2002-58999-00000-0	Other Capital Purchases	1,513,069.00	1,513,069.00	0.00	0.00	1,513,069.00
	Expense Total:	**1,513,069.00**	**1,513,069.00**	**0.00**	**412,774.00**	**1,100,295.00**
	Fund: 26000 - American Rescue Plan Act Total:	**1,513,069.00**	**1,513,069.00**	**0.00**	**412,774.00**	
Fund: 28000 - Cannabis Regulation Act						
Revenue						
28000-0001-42700-00000-0	Cannabis Excise Tax	61,320.00	61,320.00	4,896.87	22,216.52	39,103.48
	Revenue Total:	**61,320.00**	**61,320.00**	**4,896.87**	**22,216.52**	**39,103.48**
Expense						
28000-2002-55020-00000-0	Contract - Attorney Fees	5,900.00	5,900.00	0.00	0.00	5,900.00
28000-2002-55030-00000-0	Contract - Professional Services	53,320.00	53,320.00	0.00	0.00	53,320.00
28000-2002-57999-00000-0	Other Operating Costs	2,100.00	2,100.00	146.90	666.50	1,433.50
	Expense Total:	**61,320.00**	**61,320.00**	**146.90**	**666.50**	**60,653.50**
	Fund: 28000 - Cannabis Regulation Act Surplus (Deficit):	**0.00**	**0.00**	**4,749.97**	**21,550.02**	
Fund: 39900 - Other Capital Projects						
Revenue						
39900-0001-42401-00000-0	GRT Shared - Municipal Equivalent Distribu	4,291.00	4,291.00	0.00	4,139.40	151.60
	Revenue Total:	**4,291.00**	**4,291.00**	**0.00**	**4,139.40**	**151.60**
Expense						
39900-2002-57999-00000-0	Other Operating Costs	129.00	129.00	0.00	124.18	4.82
39900-2002-58020-00000-0	Equipment & Machinery	0.00	0.00	0.00	0.00	0.00

Income Statement **For Fiscal: FY24 Period Ending: 10/31/2023**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
39900-2002-58040-00000-0	Infrastructure	0.00	0.00	0.00	60,483.86	-60,483.86
	Expense Total:	**129.00**	**129.00**	**0.00**	**60,608.04**	**-60,479.04**
	Fund: 39900 - Other Capital Projects Surplus (Deficit):	**4,162.00**	**4,162.00**	**0.00**	**-56,468.64**	
Fund: 40100 - General Obligation Bond Debt Service						
Revenue						
40100-0001-41500-00000-0	Property Tax - Current	406,984.00	406,984.00	0.00	6,177.97	400,806.03
40100-0001-61100-00000-0	Transfers In	0.00	0.00	0.00	65,895.18	-65,895.18
	Revenue Total:	**406,984.00**	**406,984.00**	**0.00**	**72,073.15**	**334,910.85**
Expense						
40100-2002-59010-00000-0	Debt Service - Principal Payments	185,000.00	185,000.00	0.00	0.00	185,000.00
40100-2002-59020-00000-0	Debt Service - Interest Payments	81,179.00	81,179.00	0.00	0.00	81,179.00
40100-2002-59050-00000-0	Commitments and Other Fees	2,368.00	2,368.00	0.00	0.00	2,368.00
40100-2004-59010-00000-0	Debt Service - Principal Payments	0.00	0.00	0.00	185,000.00	-185,000.00
40100-2004-59020-00000-0	Debt Service - Interest Payments	0.00	0.00	0.00	41,708.50	-41,708.50
	Expense Total:	**268,547.00**	**268,547.00**	**0.00**	**226,708.50**	**41,838.50**
	Fund: 40100 - General Obligation Bond Debt Service Surplus (Deficit):	**138,437.00**	**138,437.00**	**0.00**	**-154,635.35**	
Fund: 40400 - NMFA Loan Debt Service						
Revenue						
40400-0001-46030-00000-0	Interest Income	8,800.00	8,800.00	0.00	0.00	8,800.00
	Revenue Total:	**8,800.00**	**8,800.00**	**0.00**	**0.00**	**8,800.00**
Expense						
40400-2002-59010-00000-0	Debt Service - Principal Payments	158,434.00	158,434.00	0.00	0.00	158,434.00
40400-2002-59020-00000-0	Debt Service - Interest Payments	103,012.00	103,012.00	0.00	0.00	103,012.00
40400-2002-59050-00000-0	Commitments and Other Fees	2,136.00	2,136.00	0.00	0.00	2,136.00
	Expense Total:	**263,582.00**	**263,582.00**	**0.00**	**0.00**	**263,582.00**
	Fund: 40400 - NMFA Loan Debt Service Surplus (Deficit):	**-254,782.00**	**-254,782.00**	**0.00**	**0.00**	
Fund: 50300 - Wastewater/Sewer Enterprise						
Revenue						
50300-0001-41253-00000-0	Gross Receipts Tax - Municipal Environmen	366.00	366.00	0.00	1,050.26	-684.26
50300-0001-44230-00000-0	Utility Service Fees	53,629.00	53,629.00	1,405.55	19,637.81	33,991.19
50300-0001-44240-00000-0	Utility Connection Fees	118.00	118.00	0.00	379.30	-261.30
	Revenue Total:	**54,113.00**	**54,113.00**	**1,405.55**	**21,067.37**	**33,045.63**
Expense						
50300-6005-51020-00000-0	Salaries - Full-Time Positions	78,624.00	78,624.00	3,659.51	13,180.39	65,443.61
50300-6005-51060-00000-0	Salaries - Overtime	11,446.00	11,446.00	1,271.12	3,248.55	8,197.45
50300-6005-52010-00000-0	FICA - Regular	4,875.00	4,875.00	294.40	973.39	3,901.61
50300-6005-52011-00000-0	FICA - Medicare	1,140.00	1,140.00	68.85	227.65	912.35
50300-6005-52020-00000-0	Retirement	10,323.00	10,323.00	467.74	1,653.95	8,669.05
50300-6005-52021-00000-0	Retiree Health Care	1,572.00	1,572.00	130.96	251.92	1,320.08
50300-6005-52030-00000-0	Health and Medical Premiums	9,866.00	9,866.00	841.16	3,364.64	6,501.36
50300-6005-52040-00000-0	Life Insurance Premiums	386.00	386.00	0.00	0.00	386.00
50300-6005-52090-00000-0	Unemployment Compensation	1,253.00	1,253.00	11.79	11.79	1,241.21
50300-6005-52110-00000-0	Workers' Compensation Employer's Fee	18.00	18.00	2.30	2.30	15.70
50300-6005-53030-00000-0	Travel - Employees	1,000.00	1,000.00	0.00	0.00	1,000.00
50300-6005-54010-00000-0	Maintenance & Repairs - Building/Structur	1,000.00	1,000.00	0.00	0.00	1,000.00
50300-6005-54020-00000-0	Maintenance & Repairs - Contracts	1,500.00	1,500.00	0.00	0.00	1,500.00
50300-6005-54040-00000-0	Maintenance & Repairs - Vehicles	0.00	0.00	0.00	278.23	-278.23
50300-6005-54050-00000-0	Maintenance & Repair - Furniture/Fixtures	90,000.00	90,000.00	0.00	519.30	89,480.70
50300-6005-54060-00000-0	Maintenance Supplies	14,228.00	14,228.00	0.00	0.00	14,228.00
50300-6005-55030-00000-0	Contract - Professional Services	137,368.00	137,368.00	0.00	39,754.92	97,613.08
50300-6005-55030-60001-0	Wastewater Testing	0.00	0.00	836.57	836.57	-836.57
50300-6005-55999-00000-0	Contract - Other Services	30,000.00	30,000.00	0.00	2,415.08	27,584.92
50300-6005-56020-00000-0	Supplies - General Office	1,000.00	1,000.00	0.00	802.78	197.22
50300-6005-56030-00000-0	Supplies - Field Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00
50300-6005-56040-00000-0	Supplies - Furniture/Fixtures/Equipment (	500.00	500.00	0.00	0.00	500.00
50300-6005-56110-00000-0	Supplies - Uniforms/Linen	1,900.00	1,900.00	0.00	0.00	1,900.00

Income Statement **For Fiscal: FY24 Period Ending: 10/31/2023**

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
50300-6005-56120-00000-0	Supplies - Vehicle Fuel	6,850.00	6,850.00	439.95	1,501.16	5,348.84
50300-6005-56999-00000-0	Supplies - Other	47,586.00	47,586.00	0.00	4,869.52	42,716.48
50300-6005-57050-00000-0	Employee Training	2,000.00	2,000.00	0.00	0.00	2,000.00
50300-6005-57090-00000-0	Printing/Publishing/Advertising	200.00	200.00	0.00	0.00	200.00
50300-6005-57150-00000-0	Subscriptions & Dues	72.00	72.00	0.00	60.00	12.00
50300-6005-57160-00000-0	Telecommunications	2,700.00	2,700.00	405.51	1,082.71	1,617.29
50300-6005-57170-00000-0	Utilities - Electricity	53,000.00	53,000.00	2,478.05	14,654.51	38,345.49
50300-6005-57999-00000-0	Other Operating Costs	57,666.00	57,666.00	0.00	110,266.58	-52,600.58
50300-6005-57999-60002-0	Other Operating Costs - Monitoring	0.00	0.00	132.38	132.38	-132.38
50300-6005-57999-60004-0	Other Operating Costs - Polymer	0.00	0.00	0.00	0.00	0.00
50300-6005-57999-60005-0	Other Operating Costs - Hydrochloric	0.00	0.00	0.00	0.00	0.00
50300-6005-57999-60151-0	Sludge Removal	0.00	0.00	773.30	773.30	-773.30
50300-6005-59010-00000-0	Debt Service - Principal Payments	22,911.00	22,911.00	0.00	0.00	22,911.00
50300-6005-59020-00000-0	Debt Service - Interest Payments	5,267.00	5,267.00	0.00	0.00	5,267.00
	Expense Total:	**601,251.00**	**601,251.00**	**11,813.59**	**200,861.62**	**400,389.38**
	Fund: 50300 - Wastewater/Sewer Enterprise Surplus (Deficit):	**-547,138.00**	**-547,138.00**	**-10,408.04**	**-179,794.25**	
Fund: 79900 - Other Trust & Agency						
Revenue						
79900-0001-44270-00000-0	Impact Fee	0.00	0.00	23.10	12,125.44	-12,125.44
79900-0001-46900-00000-0	Miscellaneous - Other	41,500.00	41,500.00	0.00	0.00	41,500.00
	Revenue Total:	**41,500.00**	**41,500.00**	**23.10**	**12,125.44**	**29,374.56**
Expense						
79900-2002-55030-00000-0	Contract - Professional Services	0.00	0.00	0.00	55,307.73	-55,307.73
79900-2002-57999-00000-0	Other Operating Cost	41,500.00	41,500.00	0.00	4,320.69	37,179.31
	Expense Total:	**41,500.00**	**41,500.00**	**0.00**	**59,628.42**	**-18,128.42**
	Fund: 79900 - Other Trust & Agency Surplus (Deficit):	**0.00**	**0.00**	**23.10**	**-47,502.98**	
	Total Surplus (Deficit):	**-1,201,361.00**	**-1,201,361.00**	**484,487.87**	**528,310.79**	

Income Statement **For Fiscal: FY24 Period Ending: 10/31/2023**

Group Summary

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 11000 - General Operating Fund					
Revenue	7,521,656.00	7,521,656.00	681,555.82	2,788,359.13	4,733,296.87
Expense	6,302,322.00	6,302,322.00	387,722.00	1,655,766.70	4,646,555.30
Fund: 11000 - General Operating Fund Surplus (Deficit):	**1,219,334.00**	**1,219,334.00**	**293,833.82**	**1,132,592.43**	**86,741.57**
Fund: 20100 - Corrections					
Revenue	11,357.00	11,357.00	0.00	0.00	11,357.00
Expense	11,357.00	11,357.00	0.00	0.00	11,357.00
Fund: 20100 - Corrections Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 21100 - Law Enforcement Protection					
Revenue	114,500.00	114,500.00	0.00	114,500.00	0.00
Expense	114,500.00	114,500.00	0.00	0.00	114,500.00
Fund: 21100 - Law Enforcement Protection Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**114,500.00**	**-114,500.00**
Fund: 21200 - Law Enforcement Recruitment/Retention					
Revenue	75,000.00	0.00	0.00	0.00	0.00
Expense	75,000.00	0.00	0.00	0.00	0.00
Fund: 21200 - Law Enforcement Recruitment/Retention Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fund: 21210 - Laws of FY22 LERR (YEAR 2)					
Revenue	0.00	75,000.00	225,000.00	225,000.00	-150,000.00
Expense	0.00	75,000.00	0.00	0.00	75,000.00
Fund: 21210 - Laws of FY22 LERR (YEAR 2) Surplus (Deficit):	**0.00**	**0.00**	**225,000.00**	**225,000.00**	**-225,000.00**
Fund: 21400 - Lodgers' Tax					
Revenue	44,716.00	44,716.00	6,097.90	27,862.09	16,853.91
Expense	44,716.00	44,716.00	968.62	968.62	43,747.38
Fund: 21400 - Lodgers' Tax Surplus (Deficit):	**0.00**	**0.00**	**5,129.28**	**26,893.47**	**-26,893.47**
Fund: 21600 - Municipal Street					
Revenue	618,743.00	618,743.00	8,766.69	45,226.95	573,516.05
Expense	867,048.00	867,048.00	42,606.95	186,276.86	680,771.14
Fund: 21600 - Municipal Street Surplus (Deficit):	**-248,305.00**	**-248,305.00**	**-33,840.26**	**-141,049.91**	**-107,255.09**
Fund: 26000 - American Rescue Plan Act					
Expense	1,513,069.00	1,513,069.00	0.00	412,774.00	1,100,295.00
Fund: 26000 - American Rescue Plan Act Total:	**1,513,069.00**	**1,513,069.00**	**0.00**	**412,774.00**	**1,100,295.00**
Fund: 28000 - Cannabis Regulation Act					
Revenue	61,320.00	61,320.00	4,896.87	22,216.52	39,103.48
Expense	61,320.00	61,320.00	146.90	666.50	60,653.50
Fund: 28000 - Cannabis Regulation Act Surplus (Deficit):	**0.00**	**0.00**	**4,749.97**	**21,550.02**	**-21,550.02**
Fund: 39900 - Other Capital Projects					
Revenue	4,291.00	4,291.00	0.00	4,139.40	151.60
Expense	129.00	129.00	0.00	60,608.04	-60,479.04
Fund: 39900 - Other Capital Projects Surplus (Deficit):	**4,162.00**	**4,162.00**	**0.00**	**-56,468.64**	**60,630.64**
Fund: 40100 - General Obligation Bond Debt Service					
Revenue	406,984.00	406,984.00	0.00	72,073.15	334,910.85
Expense	268,547.00	268,547.00	0.00	226,708.50	41,838.50
Fund: 40100 - General Obligation Bond Debt Service Surplus (Deficit):	**138,437.00**	**138,437.00**	**0.00**	**-154,635.35**	**293,072.35**
Fund: 40400 - NMFA Loan Debt Service					
Revenue	8,800.00	8,800.00	0.00	0.00	8,800.00
Expense	263,582.00	263,582.00	0.00	0.00	263,582.00
Fund: 40400 - NMFA Loan Debt Service Surplus (Deficit):	**-254,782.00**	**-254,782.00**	**0.00**	**0.00**	**-254,782.00**
Fund: 50300 - Wastewater/Sewer Enterprise					
Revenue	54,113.00	54,113.00	1,405.55	21,067.37	33,045.63
Expense	601,251.00	601,251.00	11,813.59	200,861.62	400,389.38
Fund: 50300 - Wastewater/Sewer Enterprise Surplus (Deficit):	**-547,138.00**	**-547,138.00**	**-10,408.04**	**-179,794.25**	**-367,343.75**
Fund: 79900 - Other Trust & Agency					
Revenue	41,500.00	41,500.00	23.10	12,125.44	29,374.56

Income Statement **For Fiscal: FY24 Period Ending: 10/31/2023**

Account Type	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense	41,500.00	41,500.00	0.00	59,628.42	-18,128.42
Fund: 79900 - Other Trust & Agency Surplus (Deficit):	**0.00**	**0.00**	**23.10**	**-47,502.98**	**47,502.98**
Total Surplus (Deficit):	**-1,201,361.00**	**-1,201,361.00**	**484,487.87**	**528,310.79**	

Income Statement **For Fiscal: FY24 Period Ending: 10/31/2023**

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
11000 - General Operating F	1,219,334.00	1,219,334.00	293,833.82	1,132,592.43	86,741.57
20100 - Corrections	0.00	0.00	0.00	0.00	0.00
21100 - Law Enforcement Pr	0.00	0.00	0.00	114,500.00	-114,500.00
21200 - Law Enforcement Re	0.00	0.00	0.00	0.00	0.00
21210 - Laws of FY22 LERR (Y	0.00	0.00	225,000.00	225,000.00	-225,000.00
21400 - Lodgers' Tax	0.00	0.00	5,129.28	26,893.47	-26,893.47
21600 - Municipal Street	-248,305.00	-248,305.00	-33,840.26	-141,049.91	-107,255.09
26000 - American Rescue Pla	-1,513,069.00	-1,513,069.00	0.00	-412,774.00	-1,100,295.00
28000 - Cannabis Regulation	0.00	0.00	4,749.97	21,550.02	-21,550.02
39900 - Other Capital Project	4,162.00	4,162.00	0.00	-56,468.64	60,630.64
40100 - General Obligation B	138,437.00	138,437.00	0.00	-154,635.35	293,072.35
40400 - NMFA Loan Debt Ser	-254,782.00	-254,782.00	0.00	0.00	-254,782.00
50300 - Wastewater/Sewer E	-547,138.00	-547,138.00	-10,408.04	-179,794.25	-367,343.75
79900 - Other Trust & Agenc	0.00	0.00	23.10	-47,502.98	47,502.98
Total Surplus (Deficit):	**-1,201,361.00**	**-1,201,361.00**	**484,487.87**	**528,310.79**	

Check Report

TOWN OF EDGEWOOD

By Check Number

Date Range: 10/01/2023 - 10/31/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Operating-AP Operating						
VEN01056	Ortiz & Zamora, Attorneys at Law, LLC	10/24/2023	Regular	0.00	5,688.69	
VEN01102	Southwest Training Consultants LLC3	10/24/2023	Regular	0.00	300.00	
VEN01141	Souder, Miller & Associates	10/24/2023	Regular	0.00	4,394.46	
VEN01213	Smith Engineering Company	10/24/2023	Regular	0.00	431.00	
VEN01152	Sangre De Cristo Sciences LLC	10/24/2023	Regular	0.00	4,829.13	
VEN01011	SKM, Inc.	10/24/2023	Regular	0.00	403.89	
VEN01159	Seale Sales & Towing	10/24/2023	Regular	0.00	165.00	
VEN01051	Southwest Copy Systems, Inc.	10/24/2023	Regular	0.00	2,563.74	
VEN01180	Sandia Pumping, LLC	10/24/2023	Regular	0.00	7,219.13	
VEN01226	NiTel, Inc	10/24/2023	Regular	0.00	6,182.43	
VEN01059	Rich Ford Sales	10/24/2023	Regular	0.00	18,508.33	
VEN01068	MWI, Inc.	10/24/2023	Regular	0.00	4,108.97	
VEN01036	New Mexico Locking Systems	10/24/2023	Regular	0.00	1,029.88	
VEN01187	New Mexico Waste Services, Inc	10/24/2023	Regular	0.00	565.44	
VEN01184	Michaela Allen Handicrafts	10/24/2023	Regular	0.00	51.00	
VEN01031	RMCI, Inc.	10/24/2023	Regular	0.00	244,427.17	
VEN01019	Sun Vista Outdoor Advertising LLC	10/24/2023	Regular	0.00	3,831.59	
VEN01001	Synergy Investigations NM	10/24/2023	Regular	0.00	7,049.45	
VEN01015	The Maids International, Inc.	10/24/2023	Regular	0.00	5,108.95	
VEN01223	TP Pump and Pipe Company	10/24/2023	Regular	0.00	3,784.00	
VEN01029	Santa Fe New Mexican	10/24/2023	Regular	0.00	8,326.38	
VEN01012	North Central NM Economic Development Distr	10/24/2023	Regular	0.00	500.00	
VEN01229	REDW LLC	10/24/2023	Regular	0.00	25,732.86	
VEN01206	Fastsigns	10/24/2023	Regular	0.00	202.30	
VEN01138	Flight Systems Inc	10/24/2023	Regular	0.00	70.00	
VEN01197	Commissioner of Public Lands	10/24/2023	Regular	0.00	13,050.00	
VEN01116	Estancia Valley Septic Service	10/24/2023	Regular	0.00	334.99	
VEN01057	CDM Smith Inc	10/24/2023	Regular	0.00	127,441.14	
VEN01165	Western Trails Veterinary Hospital, PC	10/24/2023	Regular	0.00	7,781.72	
VEN01014	Tyler Technologies, Inc.	10/24/2023	Regular	0.00	37,052.09	
VEN01113	WAC Upfitters	10/24/2023	Regular	0.00	28,891.65	
VEN01090	Visual Dreams	10/24/2023	Regular	0.00	1,948.91	
VEN01109	Tomahawk Live Trap LLC	10/24/2023	Regular	0.00	585.48	
VEN01098	Tony's Service Center	10/24/2023	Regular	0.00	100.00	
VEN01114	LL Burke - Project Solutions	10/24/2023	Regular	0.00	4,212.00	
VEN01210	MCT Industries, Inc	10/24/2023	Regular	0.00	3,079.38	
VEN01079	Swank Motion Pictures Inc	10/24/2023	Regular	0.00	1,571.15	
VEN01088	Kustom Signals, Inc.	10/24/2023	Regular	0.00	2,340.74	
VEN01111	Brazas Fire & Safety Equipment Company	10/24/2023	Regular	0.00	463.59	
VEN01123	Central New Mexico Pumping, Inc.	10/24/2023	Regular	0.00	1,307.05	
VEN01076	Bohannan Huston	10/24/2023	Regular	0.00	128,200.20	
VEN01078	A-Tech Security Inc	10/24/2023	Regular	0.00	645.48	
VEN01040	Blue Sky Upfitting, LLC	10/24/2023	Regular	0.00	37,530.35	
VEN01018	Aqua Environmental Services Inc.	10/24/2023	Regular	0.00	48,847.33	
VEN01039	Air Care New Mexico	10/24/2023	Regular	0.00	8,981.35	
VEN01220	Albuquerque Publishing Company	10/24/2023	Regular	0.00	385.69	
VEN01154	Advanced Sign, Woodland Manufacturing, Crafi	10/24/2023	Regular	0.00	1,548.71	
VEN01168	Occupational Health Centers of the SW, PA	10/24/2023	Regular	0.00	2,305.40	
VEN01117	AAA Pumping - Construction Toilets	10/24/2023	Regular	0.00	1,482.54	
VEN01062	Stelzner, Winter, Warburton, Flores & Dawes, F	10/24/2023	Regular	0.00	40,131.37	
VEN01082	Virtue & Najjar, PC	10/24/2023	Regular	0.00	12,220.53	
VEN01061	VanAmberg, Rogers, Yepa, Abeita, Gomez & Wi	10/24/2023	Regular	0.00	49,170.72	
VEN01291	Justice Systems, Inc	10/24/2023	Regular	0.00	2,964.37	
VEN01091	Code 3 Service, LLC	10/24/2023	Regular	0.00	3,244.01	

Check Report **Date Range: 10/01/2023 - 10/31/2023**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01122	Crimestar Corporation	10/24/2023	Regular	0.00	4,650.00	
VEN01087	4Rivers Equipment LLC	10/24/2023	Regular	0.00	158,231.08	
VEN01100	Halus Power Systems	10/24/2023	Regular	0.00	4,520.00	
VEN01060	JR's Tire & Auto Parts, Inc.	10/24/2023	Regular	0.00	2,333.00	
VEN01143	Joyce Lloyd Veterinary Clinic	10/24/2023	Regular	0.00	280.35	
VEN01077	Highway Supply	10/24/2023	Regular	0.00	7,226.58	
VEN01023	IWorQ Systems Inc	10/24/2023	Regular	0.00	10,000.00	
VEN01053	Hall Environmental Analysis Lab., Inc.	10/24/2023	Regular	0.00	15,064.69	
VEN01169	East Mountain Veterinary Services LLC	10/24/2023	Regular	0.00	6,729.14	
VEN01252	Garcia's Tent Rentals Inc.	10/24/2023	Regular	0.00	1,646.00	
VEN01167	Cummins	10/24/2023	Regular	0.00	4,768.03	
VEN01033	East Mountain Disposal	10/24/2023	Regular	0.00	12,496.00	
VEN01202	East Mountain Pumping & Septic Services	10/24/2023	Regular	0.00	2,190.79	
VEN01074	Dennis Engineering Company	10/24/2023	Regular	0.00	14,673.59	
VEN01249	East Mountain Auto Glass	10/24/2023	Regular	0.00	293.56	
VEN01131	Day & Night Plumbing, Heating, Cooling LLC	10/24/2023	Regular	0.00	2,849.13	
VEN01238	Crimestar USA, LLC	10/24/2023	Regular	0.00	3,500.00	
VEN01163	Godfrey Appraisal Services, Inc	10/24/2023	Regular	0.00	3,771.25	
VEN01087	4Rivers Equipment LLC	10/24/2023	Regular	0.00	270.80	31321
VEN01081	Bowlin Travel Centers, Inc.	10/24/2023	Regular	0.00	968.62	31322
VEN01111	Brazas Fire & Safety Equipment Company	10/24/2023	Regular	0.00	585.40	31323
VEN01043	Coppler Law Firm PC	10/24/2023	Regular	0.00	11,199.71	31324
VEN01074	Dennis Engineering Company	10/24/2023	Regular	0.00	416.80	31325
VEN01342	DocTech	10/24/2023	Regular	0.00	1,470.00	31326
VEN01033	East Mountain Disposal	10/24/2023	Regular	0.00	3,144.00	31327
VEN01158	Eastview Irrigation	10/24/2023	Regular	0.00	361.81	31328
VEN01013	Estancia Valley Solid Waste Authority	10/24/2023	Regular	0.00	773.30	31329
VEN01095	Greater East Mountain Chamber	10/24/2023	Regular	0.00	1,200.00	31330
VEN01053	Hall Environmental Analysis Lab., Inc.	10/24/2023	Regular	0.00	836.57	31331
VEN01080	Home Security Systems LLC	10/24/2023	Regular	0.00	132.38	31332
VEN01008	Ingram Library Services	10/24/2023	Regular	0.00	9.71	31333
VEN01244	Learn New Mexico LLC	10/24/2023	Regular	0.00	6,063.75	31334
VEN01114	LL Burke - Project Solutions	10/24/2023	Regular	0.00	529.50	31335
VEN01036	New Mexico Locking Systems	10/24/2023	Regular	0.00	59.13	31336
VEN01203	Patillo, Brown & Hill, LLP	10/24/2023	Regular	0.00	6,465.00	31337
VEN01075	Pitney Bowes	10/24/2023	Regular	0.00	221.79	31338
VEN01343	Rachel Martinez	10/24/2023	Regular	0.00	714.12	31339
VEN01129	Scada Cloud Solutions LLC	10/24/2023	Regular	0.00	60.00	31340
VEN01020	Steady Networks, Inc	10/24/2023	Regular	0.00	847.31	31341
VEN01062	Stelzner, Winter, Warburton, Flores & Dawes, P	10/24/2023	Regular	0.00	4,595.70	31342
VEN01140	Sterling Donner	10/24/2023	Regular	0.00	106.60	31343
VEN01061	VanAmberg, Rogers, Yepa, Abeita, Gomez & Wi	10/24/2023	Regular	0.00	10,106.89	31344
VEN01123	Central New Mexico Pumping, Inc.	10/27/2023	Regular	0.00	704.47	31361
VEN01025	Central NM Electric CO-OP	10/27/2023	Regular	0.00	4,052.08	31362
VEN01028	Centurylink	10/27/2023	Regular	0.00	139.70	31363
VEN01027	Entranosa Water & Wastewater	10/27/2023	Regular	0.00	1,254.61	31364
VEN01010	Verizon Wireless Service, LLC	10/27/2023	Regular	0.00	2,911.03	31365
VEN01355	Xpress Solutions INC	10/27/2023	Regular	0.00	147.90	31366
VEN01022	Document Technologies	10/24/2023	Bank Draft	0.00	23.31	DFT0000001
VEN01003	Wex Bank	10/26/2023	Bank Draft	0.00	-6,188.71	DFT0000002
VEN01003	Wex Bank	10/26/2023	Bank Draft	0.00	6,188.71	DFT0000002
VEN01028	Centurylink	10/26/2023	Bank Draft	0.00	69.85	DFT0000003
VEN01028	Centurylink	10/26/2023	Bank Draft	0.00	69.85	DFT0000004

Check Report **Date Range: 10/01/2023 - 10/31/2023**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01003	Wex Bank	10/26/2023	Bank Draft	0.00	6,188.70	DFT0000007

Bank Code AP Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	128	102	0.00	1,238,863.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	6	0.00	6,351.71
EFT's	0	0	0.00	0.00
	133	**108**	**0.00**	**1,245,215.31**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	128	102	0.00	1,238,863.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	6	0.00	6,351.71
EFT's	0	0	0.00	0.00
	133	**108**	**0.00**	**1,245,215.31**

Fund Summary

Fund	Name	Period	Amount
99999	Pooled Cash	10/2023	66,700.39
			66,700.39

TOWN OF EDGEWOOD

Encumbrance Report

By Account Number

Encumbrance Date Range: 07/01/2023 - 10/31/2023

11000 - General Operating Fund

11000-1001-53010-00000-00000 - Travel - Elected Officials

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00016	Hotel Rooms	Wells Fargo Card Service Payment	Outstanding	10/23/2023	2,000.00
	Hotel Rooms			10/23/2023	2,000.00
				Encumbrance Balance:	**2,000.00**

11000-1001-57050-00000-00000 - Employee Training

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00040	Training	New Mexico Municipal League	Outstanding	10/23/2023	1,200.00
	Training			10/23/2023	1,200.00
				Encumbrance Balance:	**1,200.00**

11000-1009-56999-00000-00000 - Supplies - Other

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00031	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	621.27
	First Aid Cabinet			10/23/2023	621.27
24PO00059	Rpi kit	Amazon	Outstanding	10/23/2023	126.00
	Rpi kit			10/23/2023	126.00
				Encumbrance Balance:	**747.27**

11000-1009-57999-00000-00000 - Other Operating Costs

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00058	Rpi kit	Amazon	Outstanding	10/23/2023	126.00
	Rpi kit			10/23/2023	126.00
				Encumbrance Balance:	**126.00**

11000-2004-54010-00000-00000 - Maintenance & Repairs - Building/Structure

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00054	Ballast replacement	G2 Electric Solutions LLC	Outstanding	10/23/2023	432.50
	Ballast replacement			10/23/2023	432.50
24PO00075	Town Hall Ballast	G2 Electric Solutions LLC	Outstanding	10/23/2023	432.50
	Town Hall Ballast			10/23/2023	432.50
				Encumbrance Balance:	**865.00**

11000-2004-54040-00000-00000 - Maintenance & Repairs - Vehicles

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00189	Admin vehicle repairs	Walmart Community	Outstanding	10/23/2023	235.67
	Admin vehicle repairs			10/23/2023	235.67

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-2004-54040-00000-00000 - Maintenance & Repairs - Vehicles

Encumbrance Balance: 235.67

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00071	Incode 10	Tyler Technologies, Inc.	Outstanding	10/23/2023	86,396.00
	Incode 10			10/23/2023	86,396.00
24PO00072	Xpress Bill Pay Setup	Xpress Solutions INC	Outstanding	10/23/2023	2,875.00
	Xpress Bill Pay Setup			10/23/2023	2,875.00
24PO00086	Service contract	Learn New Mexico LLC	Outstanding	10/23/2023	12,250.00
	Service contract			10/23/2023	12,250.00

Encumbrance Balance: 101,521.00

11000-2004-56020-00000-00000 - Supplies - General Office

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00003	White Board	Walmart Community	Outstanding	10/23/2023	75.00
	White Board			10/23/2023	75.00
24PO00022	Sign	Amazon	Outstanding	10/23/2023	100.00
	Sign			10/23/2023	100.00
24PO00118	Headset	Best Buy	Outstanding	10/23/2023	84.00
	Headset			10/23/2023	84.00
24PO00127	Office Supplies	Office Depot	Outstanding	10/23/2023	106.71
	Office Supplies			10/23/2023	106.71
24PO00132	Office Supplies	Amazon	Outstanding	10/23/2023	49.98
	Office Supplies			10/23/2023	49.98
24PO00133	Office Supplies	Walmart Community	Outstanding	10/23/2023	84.50
	Office Supplies			10/23/2023	84.50
24PO00145	Headphones	Best Buy	Outstanding	10/23/2023	70.00
	Headphones			10/23/2023	70.00
24PO00193	Checks and shipping	Wells Fargo Card Service Payment	Outstanding	10/23/2023	1,200.00
	Checks and shipping			10/23/2023	1,200.00
24PO00197	Office Supplies	Office Depot	Outstanding	10/31/2023	519.24
	laminating Pouches			10/31/2023	15.57
	Flash Drives			10/31/2023	29.03
	Card File Binder			10/31/2023	45.99
	Message flag set			10/31/2023	10.14
	Pens			10/31/2023	10.07
	Wall calendar			10/31/2023	22.31
	desk calendar			10/31/2023	11.18
	Business Cards			10/31/2023	26.34
	Classification Folders			10/31/2023	36.99
	Vertical File Storage Basket			10/31/2023	39.99
	Address Lables			10/31/2023	12.08
	Copy Paper			10/31/2023	79.78
	single-hole punch			10/31/2023	1.22
	Wall Calenday			10/31/2023	55.17
	packing tape			10/31/2023	19.08
	Brother M-231 tape			10/31/2023	22.11
	Linen Business Paper			10/31/2023	38.99
	Pen Refills			10/31/2023	13.49
	File Folders			10/31/2023	14.98
	Wall Calendar			10/31/2023	7.99
	Telephone cord 12"			10/31/2023	1.28
	Tape Dispensers			10/31/2023	5.46

11000 - General Operating Fund

11000-2004-56020-00000-00000 - Supplies - General Office

Encumbrance Balance: 2,289.43

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00029	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	887.27
	First Aid Cabinet			10/23/2023	887.27

Encumbrance Balance: 887.27

11000-2004-57050-00000-00000 - Employee Training

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00039	Training	New Mexico Municipal League	Outstanding	10/23/2023	1,200.00
	Training			10/23/2023	1,200.00
24PO00066	Training	New Mexico Municipal League	Outstanding	10/23/2023	400.00
	Training			10/23/2023	400.00
24PO00153	NMIFC Conference for Manager	New Mexico Municipal League	Outstanding	10/23/2023	300.00
	NMIFC Conference for Manager			10/23/2023	300.00

Encumbrance Balance: 1,900.00

11000-2004-57090-00000-00000 - Printing/Publishing/Advertising

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00090	Advertisement	Santa Fe New Mexican	Outstanding	10/23/2023	250.00
	Advertisement			10/23/2023	250.00
24PO00091	Advertisement	Santa Fe New Mexican	Outstanding	10/23/2023	50.55
	Advertisement			10/23/2023	50.55
24PO00093	Advertisement	Santa Fe New Mexican	Outstanding	10/23/2023	279.56
	Advertisement			10/23/2023	279.56

Encumbrance Balance: 580.11

11000-2004-57999-00000-00000 - Other Operating Costs

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00019	Gigastone	Amazon	Outstanding	10/23/2023	222.00
	Gigastone			10/23/2023	222.00
24PO00041	IT Supplies	Amazon	Outstanding	10/23/2023	262.00
	IT Supplies			10/23/2023	262.00
24PO00057	Rpi kit	Amazon	Outstanding	10/23/2023	126.00
	Rpi kit			10/23/2023	126.00
24PO00062	SD cards	Amazon	Outstanding	10/23/2023	16.00
	SD cards			10/23/2023	16.00
24PO00083	East Mountain Radio Station Sponsorsh	Vanguard Media LLC	Outstanding	10/23/2023	995.00
	East Mountain Radio Station Sponsorship			10/23/2023	995.00

Encumbrance Balance: 1,621.00

11000-2004-57999-43003-00000 - Other Operating Costs - Dumpster Days

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-2004-57999-43003-00000 - Other Operating Costs - Dumpster Days

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00147	Dumpster Days	East Mountain Disposal	Outstanding	10/23/2023	3,144.00
	Dumpster Days			10/23/2023	3,144.00
				Encumbrance Balance:	**3,144.00**

11000-2006-54010-00000-00000 - Maintenance & Repairs - Building/Structure

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00015	Drano	Walmart Community	Outstanding	10/23/2023	60.00
	Drano			10/23/2023	60.00
				Encumbrance Balance:	**60.00**

11000-2006-54040-00000-00000 - Maintenance & Repairs - Vehicles

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00036	AC John Deere 670CH	4Rivers Equipment LLC	Outstanding	10/23/2023	2,194.52
	AC John Deere 670CH			10/23/2023	2,194.52
24PO00140	Tractor tire	JR's Tire & Auto Parts, Inc.	Outstanding	10/23/2023	600.00
	Tractor tire			10/23/2023	600.00
24PO00150	Bobcat maintenance	JR's Tire & Auto Parts, Inc.	Outstanding	10/23/2023	25.00
	Bobcat maintenance			10/23/2023	25.00
				Encumbrance Balance:	**2,819.52**

11000-2006-54999-00000-00000 - Other Maintenance

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00082	Maintenance of equipment	Bobcat of Albuquerque	Outstanding	10/23/2023	1,446.96
	Maintenance of equipment			10/23/2023	1,446.96
24PO00108	Maintenance supplies	Harbor Freight	Outstanding	10/23/2023	804.43
	Maintenance supplies			10/23/2023	804.43
24PO00109	Weed Control	Yellowstone Landscape	Outstanding	10/23/2023	2,914.31
	Weed Control			10/23/2023	2,914.31
24PO00149	Janitorial supplies	Brady Industries of New Mexico LI	Outstanding	10/23/2023	1,357.38
	Janitorial supplies			10/23/2023	1,357.38
				Encumbrance Balance:	**6,523.08**

11000-2006-56110-00000-00000 - Supplies - Uniforms/Linen

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00154	P & Z department work shirts	Amazon	Outstanding	10/23/2023	239.77
	P & Z department work shirts			10/23/2023	239.77
24PO00156	Maintenance Dept Boots	Boot Barn	Outstanding	10/23/2023	450.00
	Maintenance Dept Boots			10/23/2023	450.00
				Encumbrance Balance:	**689.77**

11000-2006-56999-00000-00000 - Supplies - Other

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-2006-56999-00000-00000 - Supplies - Other

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00028	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	1,931.27
	First Aid Cabinet			10/23/2023	1,931.27
24PO00034	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	1,235.27
	First Aid Cabinet			10/23/2023	1,235.27
24PO00076	Supplies	Harbor Freight	Outstanding	10/23/2023	100.00
	Supplies			10/23/2023	100.00
				Encumbrance Balance:	**3,266.54**

11000-2006-57999-00000-00000 - Other Operating Costs

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00020	Gigastone	Amazon	Outstanding	10/23/2023	222.00
	Gigastone			10/23/2023	222.00
24PO00042	IT Supplies	Amazon	Outstanding	10/23/2023	12.00
	IT Supplies			10/23/2023	12.00
				Encumbrance Balance:	**234.00**

11000-2012-54040-00000-00000 - Maintenance & Repairs - Vehicles

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00004	Tire	Walmart Community	Outstanding	10/23/2023	132.00
	Tire			10/23/2023	132.00
24PO00005	Tire and Battery	Walmart Community	Outstanding	10/23/2023	300.00
	Tire and Battery			10/23/2023	300.00
				Encumbrance Balance:	**432.00**

11000-2012-56020-00000-00000 - Supplies - General Office

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00001	Printer Ink	Walmart Community	Outstanding	10/23/2023	75.00
	Printer Ink			10/23/2023	75.00
24PO00089	YPaz Notary stamp and book	Notaries.com/Huckleberyy Notary	Outstanding	10/23/2023	152.95
	YPaz Notary stamp and book			10/23/2023	152.95
24PO00098	Office Supplies	Walmart Community	Outstanding	10/23/2023	150.00
	Office Supplies			10/23/2023	150.00
				Encumbrance Balance:	**377.95**

11000-2012-57050-00000-00000 - Employee Training

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00065	Hotel Rooms	Wells Fargo Card Service Payment	Outstanding	10/23/2023	232.44
	Hotel Rooms			10/23/2023	232.44
				Encumbrance Balance:	**232.44**

11000-2012-57090-00000-00000 - Printing/Publishing/Advertising

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-2012-57090-00000-00000 - Printing/Publishing/Advertising

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00141	P & Z publishing	Santa Fe New Mexican	Outstanding	10/23/2023	93.21
	P & Z publishing			10/23/2023	93.21
				Encumbrance Balance:	**93.21**

11000-2012-57999-00000-00000 - Other Operating Costs

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00018	Gigastone	Amazon	Outstanding	10/23/2023	222.00
	Gigastone			10/23/2023	222.00
24PO00043	Game event supplies	Amazon	Outstanding	10/23/2023	142.74
	Game event supplies			10/23/2023	142.74
				Encumbrance Balance:	**364.74**

11000-3001-54040-00000-00000 - Maintenance & Repairs - Vehicles

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00038	Ofc Byrd Unit	Rich Ford Sales	Outstanding	10/23/2023	150.39
	Ofc Byrd Unit			10/23/2023	150.39
24PO00049	Window Tint	Blue Sky Upfitting, LLC	Outstanding	10/23/2023	140.00
	Window Tint			10/23/2023	140.00
24PO00088	Ofc Frost unit	Rich Ford Sales	Outstanding	10/23/2023	279.30
	Ofc Frost unit			10/23/2023	279.30
24PO00096	2017 Ford License Plate	Rich Ford Sales	Outstanding	10/23/2023	556.32
	2017 Ford License Plate			10/23/2023	556.32
24PO00099	Ofc Frost unit	Rich Ford Sales	Outstanding	10/23/2023	2,472.00
	Ofc Frost unit			10/23/2023	2,472.00
24PO00134	Oil Change	Rich Ford Sales	Outstanding	10/23/2023	72.26
	Oil Change			10/23/2023	72.26
24PO00135	Unit #404 Maintenance	Power Ford	Outstanding	10/23/2023	2,905.80
	Unit #404 Maintenance			10/23/2023	2,905.80
24PO00159	Oil change 2008 KE533392	Walmart Community	Outstanding	10/23/2023	60.00
	Oil change 2008 KE533392			10/23/2023	60.00
24PO00160	Oil change 2013 DZ212034	Walmart Community	Outstanding	10/23/2023	60.00
	Oil change 2013 DZ212034			10/23/2023	60.00
24PO00163	2017 Ford F-150 KD48148	Rich Ford Sales	Outstanding	10/23/2023	72.26
	2017 Ford F-150 KD48148			10/23/2023	72.26
24PO00164	Ofc Colliers Unit Oil Change	Rich Ford Sales	Outstanding	10/23/2023	72.26
	Ofc Colliers Unit Oil Change			10/23/2023	72.26
24PO00180	Ofc Byrd Unit	Rich Ford Sales	Outstanding	10/23/2023	773.37
	Ofc Byrd Unit			10/23/2023	773.37
24PO00181	Ofc Page Diag	Rich Ford Sales	Outstanding	10/23/2023	203.60
	Ofc Page Diag			10/23/2023	203.60
24PO00185	Ofc Salazar Unit	Rich Ford Sales	Outstanding	10/23/2023	86.15
	Ofc Salazar Unit			10/23/2023	86.15
24PO00186	NKD87204 oil change	Rich Ford Sales	Outstanding	10/23/2023	72.26
	NKD87204 oil change			10/23/2023	72.26
24PO00188	Vehicle 422 G35301	Rich Ford Sales	Outstanding	10/23/2023	641.34
	Vehicle 422 G35301			10/23/2023	641.34

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-3001-54040-00000-00000 - Maintenance & Repairs - Vehicles

Encumbrance Balance: 8,617.31

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00175	Antifreeze	Auto Zone, Inc	Outstanding	10/23/2023	63.84
	Antifreeze			10/23/2023	63.84
24PO00176	Antifreeze	Auto Zone, Inc	Outstanding	10/23/2023	17.81
	Antifreeze			10/23/2023	17.81

Encumbrance Balance: 81.65

11000-3001-55030-00000-00000 - Contract - Professional Services

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00017	Internal AFFA	Synergy Investigations NM	Outstanding	10/23/2023	7,049.44
	Internal AFFA			10/23/2023	7,049.44
24PO00046	IA Review	Synergy Investigations NM	Outstanding	10/23/2023	2,959.69
	IA Review			10/23/2023	2,959.69

Encumbrance Balance: 10,009.13

11000-3001-56020-00000-00000 - Supplies - General Office

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00111	Ofc Gutierrez business cards	Justin Lovato	Outstanding	10/23/2023	35.69
	Ofc Gutierrez business cards			10/23/2023	35.69
24PO00171	Romero business cards	Justin Lovato	Outstanding	10/23/2023	75.38
	Romero business cards			10/23/2023	75.38
24PO00173	Collier business cards	Justin Lovato	Outstanding	10/23/2023	35.69
	Collier business cards			10/23/2023	35.69
24PO00179	Office supplies	Office Depot	Outstanding	10/23/2023	1,834.01
	Office supplies			10/23/2023	1,834.01

Encumbrance Balance: 1,980.77

11000-3001-56030-00000-00000 - Supplies - Field Supplies

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00187	Stop Stick	StopStick, LTD	Outstanding	10/23/2023	6,076.60
	Stop Stick			10/23/2023	5,922.60
	Stop Stick			10/23/2023	154.00

Encumbrance Balance: 6,076.60

11000-3001-56110-00000-00000 - Supplies - Uniforms/Linen

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00008	Ofc Ryan Collier gear	IPS Tactical LLC	Outstanding	10/23/2023	784.87
	Ofc Ryan Collier gear			10/23/2023	784.87
24PO00095	Uniform and patches	IPS Tactical LLC	Outstanding	10/23/2023	346.43
	Uniform and patches			10/23/2023	346.43
24PO00100	Outer Vest items	Angel Armor LLC	Outstanding	10/23/2023	2,893.00
	Outer Vest items			10/23/2023	2,893.00

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-3001-56110-00000-00000 - Supplies - Uniforms/Linen

24PO00128	Pants	IPS Tactical LLC	Outstanding	10/23/2023	139.98
	Pants			10/23/2023	139.98
24PO00178	Zipper repair	Angel Armor LLC	Outstanding	10/23/2023	90.50
	Zipper repair			10/23/2023	90.50
24PO00182	Ryan Romero uniforms	Galls, LLC	Outstanding	10/23/2023	600.20
	Ryan Romero uniforms			10/23/2023	600.20
				Encumbrance Balance:	**4,854.98**

11000-3001-56999-00000-00000 - Supplies - Other

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00009	Picture frame	Amazon	Outstanding	10/23/2023	85.99
	Picture frame			10/23/2023	85.99
24PO00010	Business Cards	Justin Lovato	Outstanding	10/23/2023	35.69
	Business Cards			10/23/2023	35.69
24PO00012	Supplies	Amazon	Outstanding	10/23/2023	500.00
	Supplies			10/23/2023	500.00
24PO00027	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	1,868.54
	First Aid Cabinet			10/23/2023	1,868.54
24PO00048	Supplies	Amazon	Outstanding	10/23/2023	223.69
	Supplies			10/23/2023	223.69
24PO00055	Kenwood radio installation for PD Unit	Advanced Communications & Elec	Outstanding	10/23/2023	6,003.76
	Kenwood radio installation for PD Unit			10/23/2023	6,003.76
24PO00060	Rpi kit	Amazon	Outstanding	10/23/2023	126.00
	Rpi kit			10/23/2023	126.00
				Encumbrance Balance:	**8,843.67**

11000-3001-57050-00000-00000 - Employee Training

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00011	Training	Technicon Training	Outstanding	10/23/2023	415.00
	Training			10/23/2023	415.00
24PO00085	Training services	Southwest Training Consultants Ll	Outstanding	10/23/2023	5,318.75
	Training services			10/23/2023	5,318.75
				Encumbrance Balance:	**5,733.75**

11000-3001-57160-00000-00000 - Telecommunications

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00136	Cell phone and phone cases	Verizon Wireless Service, LLC	Outstanding	10/23/2023	3,856.00
	Cell phone and phone cases			10/23/2023	3,856.00
				Encumbrance Balance:	**3,856.00**

11000-3001-58020-00000-00000 - Equipment & Machinery

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00113	2023 Dodge Durango Pursuit	Melloy Dodge	Outstanding	10/23/2023	42,653.00
	2023 Dodge Durango Pursuit			10/23/2023	42,653.00
24PO00115	Durango outfitting	Blue Sky Upfitting, LLC	Outstanding	10/23/2023	25,321.82
	Durango outfitting			10/23/2023	25,321.82

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-3001-58020-00000-00000 - Equipment & Machinery

24PO00130	Durango	Melloy Dodge	Outstanding	10/23/2023	42,653.00
	Durango			10/23/2023	42,653.00
24PO00131	PD Unit Outfitting	Blue Sky Upfitting, LLC	Outstanding	10/23/2023	25,268.39
	PD Unit Outfitting			10/23/2023	25,268.39
				Encumbrance Balance:	**135,896.21**

11000-3004-54010-00000-00000 - Maintenance & Repairs - Building/Structure

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00014	Paint	RAKS Building Supply Inc	Outstanding	10/23/2023	102.00
	Paint			10/23/2023	102.00
				Encumbrance Balance:	**102.00**

11000-3004-54040-00000-00000 - Maintenance & Repairs - Vehicles

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00174	Animal control vehicle oil change	Rich Ford Sales	Outstanding	10/23/2023	87.84
	Animal control vehicle oil change			10/23/2023	87.84
24PO00183	AC2 Vehicle	Rich Ford Sales	Outstanding	10/23/2023	59.60
	AC2 Vehicle			10/23/2023	59.60
24PO00184	3rd AC vehicle maintenance	Rich Ford Sales	Outstanding	10/23/2023	306.48
	3rd AC vehicle maintenance			10/23/2023	306.48
				Encumbrance Balance:	**453.92**

11000-3004-55999-00000-00000 - Contract - Other Services

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00146	Woofstock porta potties	Central New Mexico Pumping, Inc	Outstanding	10/23/2023	190.00
	Woofstock porta potties			10/23/2023	190.00
				Encumbrance Balance:	**190.00**

11000-3004-56020-00000-00000 - Supplies - General Office

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00102	Doorbell	Amazon	Outstanding	10/23/2023	44.99
	Doorbell			10/23/2023	44.99
24PO00103	Promotion and Appearance	Vanguard Media LLC	Outstanding	10/23/2023	495.00
	Promotion and Appearance			10/23/2023	495.00
				Encumbrance Balance:	**539.99**

11000-3004-56999-00000-00000 - Supplies - Other

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00007	Shelter Supplies	Walmart Community	Outstanding	10/23/2023	279.73
	Shelter Supplies			10/23/2023	279.73
24PO00032	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	621.27
	First Aid Cabinet			10/23/2023	621.27
24PO00037	Shelter Supplies	Walmart Community	Outstanding	10/23/2023	492.27
	Shelter Supplies			10/23/2023	492.27

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-3004-56999-00000-00000 - Supplies - Other

24PO00056	Animal Shelter supplies	Walmart Community	Outstanding	10/23/2023	202.72
	Animal Shelter supplies			10/23/2023	202.72
24PO00087	Shelter Supplies	Walmart Community	Outstanding	10/23/2023	324.47
	Shelter Supplies			10/23/2023	324.47
24PO00101	Animal Shelter supplies	Walmart Community	Outstanding	10/23/2023	207.67
	Animal Shelter supplies			10/23/2023	207.67
24PO00112	Shelter Supplies	Tomahawk Live Trap LLC	Outstanding	10/23/2023	1,092.22
	Shelter Supplies			10/23/2023	1,092.22
24PO00172	Dog food	Walmart Community	Outstanding	10/23/2023	220.00
	Dog food			10/23/2023	220.00
24PO00190	Dog food	Tractor Supply Co	Outstanding	10/23/2023	139.98
	Dog food			10/23/2023	139.98
24PO00194	Microchips	Merck Animal Health	Outstanding	10/23/2023	499.50
	Microchips			10/23/2023	499.50
24PO00195	Verkada camera systems	Dry Fly Enterprises, Inc	Outstanding	10/31/2023	10,443.93
	Verkada security systems			10/31/2023	10,443.93
				Encumbrance Balance:	**14,523.76**

11000-3004-57999-00000-00000 - Other Operating Costs

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00201	Pansonic Laptops	Enchanted Technology Solutions	Outstanding	10/31/2023	28,000.00
	Panasonic Toughbooks			10/31/2023	28,000.00
				Encumbrance Balance:	**28,000.00**

11000-4003-54999-00000-00000 - Other Maintenance

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00077	Basset Park Paint	Walmart Community	Outstanding	10/23/2023	50.00
	Basset Park Paint			10/23/2023	50.00
				Encumbrance Balance:	**50.00**

11000-4003-56020-00000-00000 - Supplies - General Office

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00006	YES! Program Supplies	Walmart Community	Outstanding	10/23/2023	2,000.00
	YES! Program Supplies			10/23/2023	2,000.00
				Encumbrance Balance:	**2,000.00**

11000-4003-56999-00000-00000 - Supplies - Other

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00125	Movie event	Walmart Community	Outstanding	10/23/2023	105.00
	Movie event			10/23/2023	105.00
24PO00126	P&R Supplies	Walmart Community	Outstanding	10/23/2023	500.00
	P&R Supplies			10/23/2023	500.00
24PO00142	Candy extention cords and supplies	Sam's Club/Synchrony Bank	Outstanding	10/23/2023	500.00
	Candy extention cords and supplies			10/23/2023	500.00
24PO00151	Misc items for Park & Rec	RAKS Building Supply Inc	Outstanding	10/23/2023	351.95
	Misc items for Park & Rec			10/23/2023	351.95

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-4003-56999-00000-00000 - Supplies - Other

24PO00195	Verkada camera systems	Dry Fly Enterprises, Inc	Outstanding	10/31/2023	2,798.60
	Verkada security systems			10/31/2023	2,798.60
				Encumbrance Balance:	**4,255.55**

11000-4003-57999-00000-00000 - Other Operating Costs

Type: Purchase Order

Purchase Order	Description / Item	Vendor / Project Account Key	Status	Issued Date / Post Date	Enc. Balance / Amount
24PO00023	Gigastone	Amazon	Outstanding	10/23/2023	222.00
	Gigastone			10/23/2023	222.00
24PO00024	Event and Parade Supplies	Walmart Community	Outstanding	10/23/2023	300.00
	Event and Parade Supplies			10/23/2023	300.00
24PO00025	Tool box and tools	Walmart Community	Outstanding	10/23/2023	200.00
	Tool box and tools			10/23/2023	200.00
24PO00177	Extension cords	Amazon	Outstanding	10/23/2023	160.29
	Extension cords			10/23/2023	160.29
				Encumbrance Balance:	**882.29**

11000-4004-53030-00000-00000 - Travel - Employees

Type: Purchase Order

Purchase Order	Description / Item	Vendor / Project Account Key	Status	Issued Date / Post Date	Enc. Balance / Amount
24PO00161	Mileage Reimbursement & Per diem	Brandyn Burke	Outstanding	10/23/2023	176.75
	Mileage Reimbursement & Per diem			10/23/2023	176.75
24PO00162	Mileage Reimbursement & Per diem	Christian Huey	Outstanding	10/23/2023	176.75
	Mileage Reimbursement & Per diem			10/23/2023	176.75
				Encumbrance Balance:	**353.50**

11000-4004-56020-00000-00000 - Supplies - General Office

Type: Purchase Order

Purchase Order	Description / Item	Vendor / Project Account Key	Status	Issued Date / Post Date	Enc. Balance / Amount
24PO00044	Office Supplies	Amazon	Outstanding	10/23/2023	30.77
	Office Supplies			10/23/2023	30.77
24PO00116	Office Supplies	Office Depot	Outstanding	10/23/2023	182.50
	Office Supplies			10/23/2023	182.50
				Encumbrance Balance:	**213.27**

11000-4004-56999-00000-00000 - Supplies - Other

Type: Purchase Order

Purchase Order	Description / Item	Vendor / Project Account Key	Status	Issued Date / Post Date	Enc. Balance / Amount
24PO00002	Summer Reading	Walmart Community	Outstanding	10/23/2023	30.00
	Summer Reading			10/23/2023	30.00
24PO00026	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	621.27
	First Aid Cabinet			10/23/2023	621.27
24PO00061	SD cards	Amazon	Outstanding	10/23/2023	16.00
	SD cards			10/23/2023	16.00
24PO00067	Program supplies	Walmart Community	Outstanding	10/23/2023	93.76
	Program supplies			10/23/2023	93.76
24PO00114	Pumpkin carving event	Walmart Community	Outstanding	10/23/2023	571.94
	Pumpkin carving event			10/23/2023	571.94

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

11000 - General Operating Fund

11000-4004-56999-00000-00000 - Supplies - Other

Encumbrance Balance: 1,332.97

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00021	Municipal League	New Mexico Municipal League	Outstanding	10/23/2023	100.00
	Municipal League			10/23/2023	100.00

Encumbrance Balance: 100.00

11000-4004-57150-00000-00000 - Subscriptions & Dues

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00080	NMLA Annual Dues	New Mexico Library Association	Outstanding	10/23/2023	55.00
	NMLA Annual Dues			10/23/2023	55.00
24PO00081	Kahoot Subscribtion	Kahoot ASA	Outstanding	10/23/2023	354.00
	Kahoot Subscribtion			10/23/2023	354.00

Encumbrance Balance: 409.00

11000-4004-58070-00000-00000 - Library/Museum Acquisition

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00064	August physical book order; 224 books	Ingram Library Services	Outstanding	10/23/2023	2,963.00
	August physical book order; 224 books			10/23/2023	2,963.00

Encumbrance Balance: 2,963.00

11000-4007-56999-00000-00000 - Supplies - Other

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00033	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	87.00
	First Aid Cabinet			10/23/2023	87.00

Encumbrance Balance: 87.00

Total 11000 - General Operating Fund: 374,616.32

21600 - Municipal Street

21600-5002-54030-00000-00000 - Maintenance & Repairs - Grounds/Roadways

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00192	Appaloosa Rd materials testing	GEO-TEST, INC	Outstanding	10/23/2023	1,000.00
	Appaloosa Rd materials testing			10/23/2023	1,000.00

Encumbrance Balance: 1,000.00

21600-5002-54040-00000-00000 - Maintenance & Repairs - Vehicles

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00068	Broce RJT 350 Sweeper/CES	4Rivers Equipment LLC	Outstanding	10/23/2023	59,985.15
	Broce RJT 350 Sweeper/CES			10/23/2023	59,985.15
24PO00119	Roller outfitting	Blue Sky Upfitting, LLC	Outstanding	10/23/2023	2,490.30
	Roller outfitting			10/23/2023	2,490.30

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

21600 - Municipal Street

21600-5002-54040-00000-00000 - Maintenance & Repairs - Vehicles

24PO00120	Watertruck Lighting	Blue Sky Upfitting, LLC	Outstanding	10/23/2023	1,838.74
	Watertruck Lighting			10/23/2023	1,838.74
24PO00121	Old Grader outfitting	Blue Sky Upfitting, LLC	Outstanding	10/23/2023	2,490.30
	Old Grader outfitting			10/23/2023	2,490.30
24PO00122	New Grader outfitting	Blue Sky Upfitting, LLC	Outstanding	10/23/2023	2,490.30
	New Grader outfitting			10/23/2023	2,490.30
				Encumbrance Balance:	**69,294.79**

21600-5002-54999-00000-00000 - Other Maintenance

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00074	Airlines and clamps for tandum dump tı	Double H Auto, Inc	Outstanding	10/23/2023	200.00
	Airlines and clamps for tandum dump truck			10/23/2023	200.00
24PO00191	Oil	Senergy Petroleum LLC	Outstanding	10/23/2023	1,094.65
	Oil			10/23/2023	1,094.65
				Encumbrance Balance:	**1,294.65**

21600-5002-56040-00000-00000 - Supplies - Furniture/Fixtures/Equipment (Non-Capit

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00129	Catepiller forks	Wagner Equipment Company	Outstanding	10/23/2023	4,695.00
	Catepiller forks			10/23/2023	4,695.00
				Encumbrance Balance:	**4,695.00**

21600-5002-56110-00000-00000 - Supplies - Uniforms/Linen

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00155	Road Dept Boots	Boot Barn	Outstanding	10/23/2023	900.00
	Road Dept Boots			10/23/2023	900.00
24PO00157	Uniforms	Cintas Corporation No 2	Outstanding	10/23/2023	7,800.00
	Uniforms			10/23/2023	7,800.00
				Encumbrance Balance:	**8,700.00**

21600-5002-56120-00000-00000 - Supplies - Vehicle Fuel

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00143	Diesel	Senergy Petroleum LLC	Outstanding	10/23/2023	2,525.00
	Diesel			10/23/2023	2,525.00
24PO00144	Diesel	Senergy Petroleum LLC	Outstanding	10/23/2023	1,690.74
	Diesel			10/23/2023	1,690.74
				Encumbrance Balance:	**4,215.74**

21600-5002-57999-00000-00000 - Other Operating Costs

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00123	Radio system	MGS Communications INC	Outstanding	10/23/2023	5,981.86
	Radio system			10/23/2023	5,981.86
24PO00124	Monthly radio system air time	MGS Communications INC	Outstanding	10/23/2023	1,512.00
	Monthly radio system air time			10/23/2023	1,512.00

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

21600 - Municipal Street

21600-5002-57999-00000-00000 - Other Operating Costs

24PO00199	Road Dept Supplies	Tractor Supply Co	Outstanding	10/24/2023	1,000.00
	Road Dept Supplies; Shovels, etc			10/24/2023	1,000.00

Encumbrance Balance: 8,493.86

Total 21600 - Municipal Street: 97,694.04

26000 - American Rescue Plan Act

26000-2002-58999-00000-00000 - Other Capital Purchases

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00094	Freight for Chipper	Power Equipment Company	Outstanding	10/23/2023	1,300.00
	Freight for Chipper			10/23/2023	1,300.00

Encumbrance Balance: 1,300.00

Total 26000 - American Rescue Plan Act: 1,300.00

39900 - Other Capital Projects

39900-2002-58020-00000-00000 - Equipment & Machinery

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00069	926 Wheel Loader Cat Loader	Wagner Equipment Company	Outstanding	10/23/2023	177,380.00
	926 Wheel Loader Cat Loader			10/23/2023	177,380.00

Encumbrance Balance: 177,380.00

Total 39900 - Other Capital Projects: 177,380.00

50300 - Wastewater/Sewer Enterprise

50300-6005-54010-00000-00000 - Maintenance & Repairs - Building/Structure

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00196	10302023 6005 ABC Door	ABC Door Co	Outstanding	10/30/2023	1,000.00
	Roll up door maintenance			10/30/2023	1,000.00

Encumbrance Balance: 1,000.00

50300-6005-54050-00000-00000 - Maintenance & Repair - Furniture/Fixtures/Equipmen

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00139	Waste water trailer tires	JR's Tire & Auto Parts, Inc.	Outstanding	10/23/2023	640.00
	Waste water trailer tires			10/23/2023	640.00
24PO00148	Waste water vehicle tires	JR's Tire & Auto Parts, Inc.	Outstanding	10/23/2023	1,040.00
	Waste water vehicle tires			10/23/2023	1,040.00

Encumbrance Balance: 1,680.00

50300-6005-56110-00000-00000 - Supplies - Uniforms/Linen

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance / Amount
24PO00158	Uniforms	Cintas Corporation No 2	Outstanding	10/23/2023	2,340.00
	Uniforms			10/23/2023	2,340.00

Encumbrance Balance: 2,340.00

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

50300 - Wastewater/Sewer Enterprise

50300-6005-56999-00000-00000 - Supplies - Other

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance Amount
24PO00030	First Aid Cabinet	Cintas Corporation No 2	Outstanding	10/23/2023	779.27
	First Aid Cabinet			10/23/2023	779.27
				Encumbrance Balance:	**779.27**

50300-6005-57999-00000-00000 - Other Operating Costs

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance Amount
24PO00166	Drum Deposit	DPC Industries Inc	Outstanding	10/23/2023	324.56
	Drum Deposit			10/23/2023	324.56
				Encumbrance Balance:	**324.56**

50300-6005-57999-60004-00000 - Other Operating Costs - Polymer

Type: Purchase Order

Purchase Order	Description / Item	Vendor	Status / Project Account Key	Issued Date / Post Date	Enc. Balance Amount
24PO00084	50 Gal Polymer and shipping	SPEC	Outstanding	10/23/2023	1,613.00
	50 Gal Polymer and shipping			10/23/2023	1,613.00
				Encumbrance Balance:	**1,613.00**
			Total 50300 - Wastewater/Sewer Enterprise:		**7,736.83**

Encumbrance Report **Encumbrance Date Range: 07/01/2023 - 10/31/2023**

Fund Summary

Fund	Amount
11000 - General Operating Fund	374,616.32
21600 - Municipal Street	97,694.04
26000 - American Rescue Plan Act	1,300.00
39900 - Other Capital Projects	177,380.00
50300 - Wastewater/Sewer Enterprise	7,736.83
Report Total	**658,727.19**

EDGEWOOD EQUESTRIAN CENTER

Safety concerns:

- Mow and clear all the grounds and surrounding the arena, bleacher and bathrooms area, obstacle course.
- Rebuild and repair some of the existing obstacles. The bridge needs to be replaced and better built., build up the railroad tie tier step up and reattach the corners in place and add more sand. Add more sand in the square pit.
- Clear the riding and hiking trails from weeds and fallen deadwood; including overhead branches that could potentially be an eye/body hazard to a horseback rider and hiker. There's a lot of dead trees that could be removed; slash burned or chipper shredder.
- Clear the main entry gate from trees/brush that prevent good visual for vehicles on frontage road as vehicles and horse trailers exit the grounds.
- Cover the hole between the back side of the parking lot and the round pen. There's currently an old tire over the hole. If it's needed for drainage then build a pipe barrier around the hazard.
- Fix the outside water hydrants to be functional by the stock tank

Regular maintenance:

- Grooming the arena and round pen ground
- Parking lot area periodically bladed
- Bathrooms maintained
- Trash cans/bins dumped regularly
- Manure holding bin cleared and dumped regularly

Future Suggestions:

- Place a sign at the entryway "Edgewood Equestrian Center"
- Small playground area for kids that don't ride e.g. swings, monkey bars etc. within eye sight of the arena itself. Possibly a local business would donate the funding.
- Add some more obstacles in the Obstacle course.
- Level and add sand into the round pen
- Replace or repair picnic benches. The plastic ones just warp over time; possibly consider concrete benches.
- Possibly some basic events
- Hold an annual spring cleanup to get the community and users of the facility involved. Pick up trash, mowing, weedwacker, brush hog etc.
- Petition local vendors to sponsor funding, equipment, material etc. Raks, Enviroworks, Tractor supply etc. (It's a business tax write off)

Town of Edgewood
Parks and Recreation Advisory Committee

SENIOR PROGRAM PROPOSAL

Edgewood's large senior (60+) population does not have any programmed activities or events offered by the Town. We propose the following multi-prong approach to engaging with and serving this special population.

1) The Town hosts a Senior meeting to get information FROM Seniors about activities and services they desire the Town to offer.
    a. This meeting, held at Town Hall, would include available Commissioners, the Town Manager and/or Clerk, the Parks and Recreation Manager, Representatives of the PRAC, the Manager of the Edgewood Santa Fe County Senior Center, and a representative of the NM Aging and Long-Term Care Department to discuss available activities and services and listen to requests and concerns of the Senior community.
    b. The Santa Fe County Senior Center will cover services and programs currently available and ways for the Center to offer additional activities as demand and available volunteers are available.
    c. An appropriate representative will cover state services.
    d. Requests for service and concerns from the Seniors audience will be solicited and recorded (by video to be posted on the Town website?).
    e. The Town will solicit Senior volunteers to form a group to help develop and run the Town's Senior activities and events in coordination with the Parks and Recreation Manager, the PRAC, and the Senior Center.
2) From this meeting, a summary will be prepared for public review and comment and coordination among the different government groups to work towards offering as many of the requests as is financially and facility possible, along with available volunteers and Town/County personnel.
3) The Town will consider how the Old Town Hall may be used to provide facilities that can be used for requested Senior activities when the Senior Center is not available or as an outreach of the Senior Center.
4) The Town will pursue with Santa Fe County additional resources for the Senior Center so that it may offer more open hours and build and equip an outdoor activities area (ex: Pickleball, Bocce Ball, or other requested Senior outdoor activities) beyond the Senior Garden and the Memorial Arbor and Rose Garden.
5) Timeline:
    a. Public Meeting held by January 5, 2024.
    b. Summary prepared and posted by the end of January 2024.
    c. Public response collected and the beginning of Inter-governmental coordination by March 1st, 2024.
    d. Implementation of activities and programs to be managed by Senior Advisory Council (SAC) or other name, Town, and Senior Center as soon as is possible.

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on by and between Friends of the Library, Edgewood, New Mexico 87015 (here after referred to as "FOTL") and Town of Edgewood, PO Box 3610, Edgewood, New Mexico 87015 (here after referred to as "the Town") for the purpose of maintaining and operating the Book Barn.

WHEREAS FOTL and the Town desire to enter into an agreement;

AND WHEREAS FOTL and the Town are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

OBLIGATIONS OF THE PARTNERS
The partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united, visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the project by means of the following services.

LEASE
The FOTL will pay ten ($10) dollars a month for the Book Barn portable building located at 171-A NM 344, Edgewood, NM 87015.

LIABILITY
No liability will arise or be assumed between the partners as a results of this Memorandum.

Dispute Resolution
In the event of a dispute between the partners, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final.

TERM
The arrangements made by the Partners by this Memorandum shall remain in place from until or dissolved by one or the other of the Partners.

NOTICE
Any notice or communication required or permitted under this Memorandum shall be sufficiently given is delivered by certified mail, return receipt requested, tot eh address set forth in the opening paragraph.

GOVERNING LAW
This Memorandum shall be construed in accordance with the laws of the State of New Mexico.

DRAFT

ASSIGNMENT
Neither party may assign or transfer the responsibilities or agreement made here in without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

AMENDMENT
This memorandum may be amended or supplemented in writing, if the writing is signed by the parties obligated under this memorandum.

SERVERABILITY
If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

UNDERSTANDING
It is mutually agreed upon and understood by and among the Partners of the memorandum that:

a. Each Partner will work together in a coordinated fashion for the fulfillment of the project.
b. To the extent possible each partner will participate in the development of the Project
c. This memorandum is not intended to and does not create any right, benefit, or trust responsibility.
d. This Memorandum will be effective upon the signatures of both partners.
e. Any Partner may terminate its participation in this Memorandum by providing written notice to the other partner.

The following Partners support the goals and objectives of the Trap & Release of Ferral Cats project.

SIGNATORIES
This Agreement shall be signed on behalf of Friends of Estancia Valley Animals by , Board Chair and on behalf of Town of Edgewood Animal Shelter by , (title).

This Agreement shall be effective as of the date first written above.
BY:_____ Date:_____

_____
Name

_____
Title

BY: _____ Date: _____

_____
Name

_____
Title

DRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF EDGEWOOD AND THE MID REGION COUNCIL OF GOVERNMENTS

This Memorandum of Understanding between the Town of Edgewood and Mid-Region Council of Governments (hereinafter, "MOU") is entered into on _____ day of _____, 2023 between the Mid Region Council of Governments (hereinafter, "MRCOG") a regional planning organization of the State of New Mexico and the Town of Edgewood (hereinafter, "the Town"), collectively referred to as the "Parties".

RECITALS

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

WHEREAS, the Town is a member of MRCOG; and

WHEREAS, in reference to the Laws of 2023, House Bill 2 (New Mexico Junior Bill), a total of One Hundred Thousand Dollars ($100,000.00) was appropriated to the Department of Finance and Administration (DFA) for the Town's Project #23-ZH9296. Project #23-ZH9296 is funding for programming, equipment, or materials at the Edgewood Community Library in Edgewood in Santa Fe County.

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

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

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

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

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

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

This Agreement is entered into by and between the Town and MRCOG pursuant to the following purposes, conditions, and terms:

Section 1. PURPOSE.

The purpose of this MOU shall be for MRCOG to provide fiscal agent services in connection with Capital Outlay Project #23-ZH9296, which is funded from House Bill 2 and administered by the Department of Finance and Administration.

Section 2. SCOPE OF WORK

1. MRCOG's Role and Responsibilities:

- MRCOG shall ensure that grant funds are expended in compliance with all applicable laws, regulations, municipal ordinances and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- MRCOG will ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, municipal ordinances, and grant agreement;
- MRCOG will provide oversight to the Town in preparing requests for bid (RFB) or requests for proposals (RFP) in accordance with the Town's Procurement Code and the New Mexico Procurement Code, NMSA § 13-1-1 *et seq.*;
- MRCOG will coordinate with the purchasing agent designated by the Town to oversee the procurement process and administration of any contracts awarded for the Project;
- MRCOG will provide technical assistance regarding Capital Outlay Project #23-ZH9296, process, and reporting required by the appropriate State/Federal agency;
- MRCOG will review, approve, and sign-off on all disbursement requests including supporting documentation and project invoices in a timely manner.
- MRCOG will work with Department of Finance and Administration to facilitate direct project reimbursements to the Town.
- MRCOG will charge the Town for direct labor costs that are associated with oversight of the Project.

2. Town's Role and Responsibilities:

The Town understands it is still ultimately responsible for executing and complying with all applicable State and Federal laws, its own ordinances and grant agreement requirements as flow down provisions, executing procurement responsibilities and subcontractor

management, as well as project, grant, and financial management, including CPMS, quarterly, final, and other reporting.

- The Town will prepare and manage the Requests for Bid ("RFB") or Requests for Proposal ("RFP") pursuant to its own and/or the state Procurement Code for all equipment purchases, design documents and the necessary information to issue a request for proposals or invitation to bid for the Project;

- Upon completion of the Project, the equipment purchased shall be the property of the Town and all purchased equipment shall be placed on the Town's inventory;

- The Town will designate a purchasing agent to coordinate with MRCOG on the issuance of the requests for bid or proposals, managing the procurement process and administering any and all contracts issued for the Project;

- The Town shall provide MRCOG with a copy of the executed grant agreement for the aforementioned project, Capital Outlay Project #23-ZH9296; and

- The Town shall pay MRCOG for direct labor costs associated with oversight of Capital Outlay Project #23-ZH9296.

Section 3. COMPENSATION AND METHOD OF PAYMENT.

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

In no event shall the administrative fee be paid from the appropriation authorized by the Local Government Division of the Department of Finance and Administration and funded by the Capital Outlay Funds. The administrative fee shall be paid by the Town out of its General Fund.

Section 4. TERM.

This agreement shall be from the date of approval to the reversion date for Capital Outlay Project t#23-ZH9296 (June 30, 2024) that shall be stipulated in the Project's grant agreement between the Town and the Department of Finance and Administration. This agreement may be renewed or terminated upon the written consent of both parties.

Section 5. TERMINATION.

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

Section 6. AMENDMENT.

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

Section 7. COMPLIANCE WITH LAWS.

The laws of the State of New Mexico shall govern this agreement, without giving effect to its choice of law provisions. Venue shall be proper in the Second Judicial District Court of Bernalillo County in Albuquerque, New Mexico.

Section 8. STATUS.

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

Section 9. ASSIGNMENT.

The MRCOG shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of both Parties.

Section 10. SUBCONTRACTING.

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

Section 11. APPROPRIATIONS.

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

Section 12. RELEASE.

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

Section 13. LIABILITY.

Each Party shall be solely responsible for its own actions and for the actions of its employees, officers, or agents under this MOU. Nothing herein shall be deemed to waive any and all limitations on liability and other protections under the New Mexico Tort Claims Act. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this MOU.

Section 14. SCOPE OF AGREEMENT.

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

Section 15. **NOTICE**.

The contact person for each Party and to whom any notice hereunder shall be given are as follows:

TOWN OF EDGEWOOD
Nina R. McCracken, Town Manager
P. O. Box 3610
Edgewood, NM 87015
Phone: 505-286-4518
Fax: 505-286-4519

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

[Signatures on following page]

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

MID REGION COUNCIL OF GOVERNMENTS

By: _____
Dewey V. Cave, Executive Director

Date: _____, 2023

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

By: _____

Date: _____, 2023

TOWN OF EDGEOOWD

By: _____
Ken Brennan, Mayor

Date: _____, 2023

Approved as to form and legal
sufficiency by Town Attorney for the Town of Edgewood

By: _____

Date: _____, 2023

November 1, 2023

Brandyn Burke
Edgewood Community Library
Edgewood, NM 87015
505-281-0138
bburke@edgewood-nm.gov

Dear Ms Burke,

My name is Christopher Barrett, a resident of Edgewood, NM. I've resided in the community since December 2020. It was a pleasure to have met with you today to learn about the importance of the library advisory board.

I am interested in becoming an active member of the library's advisory board. I personally experienced the importance having a community library. As a child my community's library was over 100 years old. On its third floor was the “the tombs” because it archived thousands of pages of books and documents of various kinds of historical community data. If it wasn't for a community library how would I've spent my Saturday mornings? I believe that the library speaks to the importance of literacy and comprehension and community of the community it serves.

I feel that it's very important to preserve the good things of the library, make positive improvements as needed, and promote the benefits of the library to the community it serves.

If selected to serve as a member of the library's advisory board I will serve to the best of my abilities.

Sincerely,

Christopher Barrett

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Memorandum of Understanding Between the Town of Edgewood, NM and The State Fire Marshal

GSD/FMD LRN# 2023-0091

This Memorandum of Understanding (MOU) is entered into by the Town of Edgewood of Santa Fe County, hereinafter referred to as "Town" and the State Fire Marshal, hereinafter referred to as "State Fire Marshal".

Town and State Fire Marshal agree as follows:

I. State Fire Marshal requests to utilize a spare office at the Edgewood Old Town Hall located at 1911 Route 66 Street, in Edgewood, NM, as reflected in the attached Exhibit. There will be no fee assessed by the Town in conjunction with the Fire Marshal's use of the spare office in the Village Administrative Office.

The Leasable Square Footage of the State Fire Marshal occupied space is approximately 400 square feet.

2. State Fire Marshal will furnish its own supplies. Any equipment, office furniture or supplies furnished by the State Fire Marshal and brought into the facility remains the property of State Fire Marshal and will be removed at the end of State Fire Marshal's tenancy.

3. State Fire Marshal will arrange for its own computer setup for the State Fire Marshal occupied office.

4. The Village of Edgewood will furnish State Fire Marshal with keys to the facility and to the internal office to be used by State Fire Marshal.

5. This MOU may be terminated for the convenience of either party upon written notice received thirty (30) days in advance of termination.

6. This MOU shall be governed by the laws of the State of New Mexico.

7. If any part of this MOU is held to be invalid by a court of competent jurisdiction, the remainder, or its application of other situations or persons, shall not be affected.

8. Any employee of one of the parties who provides services under this MOU shall remain the employee of his/her employer, who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this MOU shall remain subject to the supervision of his or her employer.

9. By entering into this MOU, either party does not waive sovereign immunity, and does not waive any defenses or any limitations of liability available under law.

No provision of this MOU establishes any waiver of immunity from liability for alleged tortious conduct of any employee of either party arising from the performance of this MOU apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU.

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10. This MOU may be terminated for the convenience of either party upon written notice received thirty (30) days in advance of termination.

11. State Fire Marshal shall use the State Fire Marshal occupied premises for purposes of State Fire Marshal business only.

12. Condition of Premises. Town warrants that the premises are in good and safe condition, structurally sound and of safe design and that they comply with all applicable building codes, ordinances, rules and regulations, except as noted:

(please note any discrepancies)

All noted conditions shall be rectified prior to the inception of this MOU or within sixty (60) days thereafter.

13. Accessibility to the Disabled. Town warrants that the premises shall meet standards consistent with the Americans with Disabilities Act (ADA) within sixty (60) calendar days of the execution of this MOU. Town also warrants that the premises will be maintained in compliance with these standards.

14. Alterations. State Fire Marshal shall obtain Town written permission before making any alterations or improvements of a permanent nature.

15. Ownership of Improvements. All alterations and improvements made to or placed in the State Fire Marshal occupied premises by State Fire Marshal are and shall remain State Fire Marshal property except as the parties mutually agree otherwise in writing, if such alterations and improvements can be removed without undue damage to the premises and are, in fact, removed by State Fire Marshal prior to termination of this MOU or any renewal thereof or within a reasonable time after termination. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become Town property except as the parties mutually agree otherwise in writing.

16. Condition of Premises upon Surrender. At the termination of this MOU, State Fire Marshal shall surrender the State Fire Marshal occupied premises in the condition in which they were at the inception of this MOU, excepting:

a. deterioration caused through reasonable use and ordinary wear and tear;
b. alterations, improvements or conditions made with Town written approval; and
c. any change, damage or destruction not resulting from State Fire Marshal willful act.

17. Payment of Assessments, etc. Town shall pay as they become due all assessments, charges, mortgages, liens and taxes payable in respect to the premises during the term of this MOU.

18. Utilities, Janitorial Services and Supplies. Utilities, janitorial services and supplies shall be paid for by the party indicated by an "X." (Where not applicable, enter "N/A"):

	Town	State Fire Marshal
a. water	**X**	
b. sewer	X	
c. refuse disposal	X	
d. gas	**X**	
e. electricity	**X**	
f. janitorial services	X	

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19. Right of Entry. Town or his agent has a right to enter upon the State Fire Marshal occupied premises to inspect, to make repairs and for other reasonable purposes, with State Fire Marshal permission, which shall not be unreasonably withheld. In an emergency, such as fire, Town or its agent may enter the premises without securing State Fire Marshal prior permission, but shall give State Fire Marshal notice of entry as soon thereafter as practicable.

20. Duty to Maintain Premises.

a. Town has the duty to reveal to State Fire Marshal all structural defects of which he knows or reasonably should know, and to repair all structural defects in the State Fire Marshal occupied premises.
b. Town has the duty to repair and maintain the exterior of the premises, including but not limited to: roof, windows, grounds, parking lots, sidewalks, doors and lighting in safe condition and in good repair and condition.
c. Town has the duty to repair and maintain the interior of the State Fire Marshal occupied premises, including but not limited to: cooling system, heating system, plumbing, lighting, doors, flooring, wall finishes, except as otherwise provided herein.

21. Duty to Insure.

a. During the term of this lease and any extension thereof, State Fire Marshal shall provide coverage for liability of State Fire Marshal and its public employees, as defined in the Tort Claims Act, and for its personal property and tenant's improvements and betterments, as required by New Mexico law.
b. During the term of this MOU and any extension thereof, Town shall maintain in force a policy or policies of insurance providing comprehensive general liability coverage of not less than $1,000,000 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. To the extent permitted under their respective insurance policies, Town and State Fire Marshal waive all rights, against each other, for damages arising out of any damage to or destruction of the premises caused by fire or other perils insured against.
c. Town releases and discharges the State Fire Marshal and its public employees as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the State Fire Marshal occupied premises where such damage or destruction was not caused by the negligent or willful acts of State Fire Marshal or any of its public employees.

22. Amendments to be in Writing. This MOU shall not be altered or amended except by instrument in writing executed by the parties.

23. Address for Notices except as changed by written notice to the opposite party:

a. Town of Edgewood
Name: Nina McCraken
Telephone No.: (505) 286-4518
Address: 171 A Street., Rd 344, Edgewood, NM 87015

b. State Fire Marshal
Name: Randy Varela
Telephone No.: (505) 476-9600
Address: 13 Bataan Blvd., Santa Fe, NM 87508

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24. Environmental Safety. Town warrants that the premises comply with any and all federal and state environmental regulations. During the term of this MOU, Town agrees to maintain the building consistent with these regulations.

25. Notice. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

In Witness Whereof, the parties have agreed to the terms and conditions indicated above and have executed this agreement as of the date of the last signature below:

STATE FIRE MARSHAL

Randy Varela _____ Date: 10/30/2023

Randy Varela

APPROVED on this 18th day of October, 2023.

EDGEWOOD TOWN MANAGER

_____

Nina McCracken, Town Manager

ACKNOWLEDGED: FACILITIES MANAGEMENT DIVISION

Routed through Teresa Arias, Leasing Manager: _____

Initial

By:_____ Date:_____

Anna Silva, Deputy Cabinet Secretary

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Nina McCraken nmccraken@edgewood-nm.gov Security Level: Email, Account Authentication (None)		Sent: 10/30/2023 8:22:36 AM Resent: 10/31/2023 10:36:20 AM Resent: 10/31/2023 10:36:27 AM Resent: 11/1/2023 4:14:01 PM Resent: 11/2/2023 1:03:58 PM Viewed: 11/2/2023 4:11:13 PM
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Teresa Arias Teresa.Arias1@gsd.nm.gov Security Level: Email, Account Authentication (None)		
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Anna Silva Anna.Silva2@gsd.nm.gov Security Level: Email, Account Authentication (None)		
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Nina McCraken nmccraken@edgewood-nm.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/2/2023 4:11:13 PM ID: 8bf30fcb-b01d-4993-b24a-6d5bfacece1e		
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Town of Edgewood Personnel Policy Manual

Adopted ~~07/22/2020~~ 11/14/2023

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Section I: Purpose

The purpose of this Personnel Policy Manual is to establish policies and procedures in order to ensure, insofar as possible, uniform treatment and administration of personnel employed by the Town of Edgewood. This manual not only outlines the policies towards the various phases of employment, but it also indicates how policy is to be administered. These policies also aid in achieving fair and equitable interpretations of policy which require personnel action on a regular recurring basis. Moreover, it is our intent that all employees have a deeper understanding of their role in the organization.

The Town of Edgewood is committed to providing equal opportunities for all persons making application for employment and for equity in treatment and advancement opportunities for our employees. The importance of each employee's contribution cannot be overstated. It is the Town's goal to provide residents with the finest and most efficient service possible. The Town of Edgewood will make reasonable accommodations for qualified individuals with known disabilities when those disabilities are disclosed by the employee, unless doing so would result in an undue hardship to the extent required by law. This policy governs all aspects of employment, including but not limited to, recruitment, selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with concerns or issues about any type of discrimination and/or retaliation in the workplace shall bring these issues to the attention of their immediate Supervisor/Department Director and/or the Human Resources Department as soon as they occur so that they may be appropriately investigated, documented and corrected. By the provisions of this adopted Personnel Policy and any other applicable provisions of federal and state law, employees of the Town of Edgewood are guaranteed that they can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination or reprisal against an employee for reporting discrimination prohibited under this Policy will be subject to disciplinary action by the Town, up to and including termination of employment.

A determination by a court of competent jurisdiction that any provision of the City Personnel Policy is unconstitutional or invalid shall not adversely affect the constitutionality, validity or enforceability of the remaining provisions.

Section II: Scope

The policies outlined in this Manual should be regarded as guidelines only, which may require changing from time to time. This policy shall not be amended by any future departmental procedures, directives and/or general orders in order to provide a uniform leave policy for all Town employees. Definite rules and regulations cannot be readily formulated for every possible problem, circumstance or situation. Therefore, the need may arise and the Town reserves the right to revise, supplement, or rescind any policies or portion of the Town Personnel Policy from time to time as it deems appropriate, by approval of the Town Commissioners and upon written notification of all affected employees.~~Only the Town of Edgewood Governing Body has the right to add to, delete from, or modify~~

~~this manual at any time, in its sole discretion.~~

Section III: Applicability

All positions in the service of the Town of Edgewood are covered under the provisions of this manual and the rules proclaimed under this chapter, except as follows:

1 Elected officials or those appointed to fill vacancies in elected offices;
2 Members of Town boards and commissions who are not employees;
3 Independent contractors;
4 Temporary employees and employees working less than twenty hours per week;
5 Professional consultants.
6 Town Manager, Clerk, Treasurer, ~~and~~ Chief of Police and additional appointed officials.

~~6~~ Copies of the Personnel Policy, the rules and regulations, and all amendments thereto shall be issued to all applicable employees. Directors shall maintain a copy in their respective departments. New employees shall be given a copy of the Personnel Policy and the rules and regulations at the time of their orientation and whenever the Personnel Policy is updated. Additionally, employees shall have access to the most recently adopted the Town Personnel Policy during regular office hours in the Human Resources Department and on-line through the Town Shared Drive and the Government/Town Ordinances of the Town website. Each employee shall be required to sign a form acknowledging they have received a copy of the Personnel Policy and that they both understand and will comply with all the provisions herein.

Section IV: Recruitment and Hiring

A. Purpose and Policy It shall be the policy of the Town to recruit, select and promote employees on the basis of knowledge, skills and abilities regarding their jobs, regardless of race, sex, age, creed, national origin or political affiliation.

B. Procedures

1 When a position becomes *vacant* or whenever a new position is to be created, the Town Clerk~~Manager~~ or designee will post the *vacancy* ~~internally~~ for a minimum of 10~~5~~ work days. The notice of *vacancy* will be posted in the Town Offices and emailed to all employees.

2 ~~If there are no qualified internal applicants, the or designee will post the *vacancy* externally. The external notice of *vacancy* shall be distributed and posted in the Town Offices, on the Town website and on other bulletin board s in local centers and community buildings. This form shall be posted for a minimum period of *five* working days before filling the *vacancy* or new position. If appropriate, advertisement of a job *vacancy* may be made in employment agencies, trade journals or the appropriate news media. Casual labor can temporarily fill any *vacancy*.~~ Internal applicants and those required by law will be guaranteed an interview.

C. Application

1 Application Procedure. Each applicant for employment with the Town shall obtain the required form and fill it out completely. Any false statement made on the application shall be grounds for rejection or automatic dismissal from employment.

2 Application Retention. Applications shall be accepted only for vacant positions.

3 General Requirements. Evidence of job performance and capability, experience, education, training, skills and other abilities shall be carefully considered in evaluating the qualifications of applicants.

4 Basic Qualifications. Basic qualifications and other criteria for employment shall be contained in the job description for each position. Qualifications and criteria for employment shall include minimum requirements for training, education, skills and experience relating particularly to that individual position.

5.~~S~~. Testing. Performance or other tests may be required by the Town to ascertain competency for the position. Mastery of standards for operations may be required.

~~1~~ 6. Interview. The Town Manager ~~Mayor~~ and, at least, one other administrative or supervisory employee of the Town will interview applicants to further determine qualifications for the position. The Town Manager ~~Mayor~~ may decline to interview an applicant who does not meet the minimum qualifications for the job.

~~2~~3 7. Non-Discrimination. The Town is an equal opportunity employer.

I. The Town does not discriminate on the basis of race, age, handicap, color, sex, sexual orientation, sexual identity, religion, political affiliation, marital status or other legally protected status;

2. The Town does not grant special favors to any employee or group of employees.

~~1~~ 8. Individuals will be considered for appointment on the basis of bona-fide occupational qualifications only. Once the recruiting process is closed, all applications, including references and employment history, will be reviewed/evaluated by the Town Manager to make sure they are complete and the applicants meet the requirements of the position.

~~2~~1 9. Basis for Final Selection. Approval of the final selection for a position will be made by the Town Manager or vote of the ~~Council~~Commission ~~upon recommendation of the Mayor~~, after consultation with the interview committee member(s), the Town Manager ~~Clerk-Treasurer~~ and the supervisor, and will be based upon the following:

1~~I~~. Qualification on skills and/or proficiency tests;

~~1~~ 2. Education, backgrounds and experience;

~~2~~ 3. Personal interview; and

~~3~~ 4. Physical examination when required by the job description.

~~4~~ 5. Other job related selection criteria.

10. Compensation. The ~~Mayor's recommendation to the~~Town Manager will set the compensation unless set by vote of the Town ~~Council~~Commission. Such compensation ~~will include the candidate's compensation which~~ sha~~ll~~ comport with the salary survey matrix and the Town's budget.

11.. Candidates selected for any position will be required to submit to, and successfully pass based on the current standard as set forth by the Town Manager, a post-offer drug and alcohol testing process. Failing or refusing drug testing will make it impossible to qualify the candidate, therefore resulting in a denial of employment.

All candidates selected for employment with the Town of Edgewood must agree to a thorough background check which may include previous employment verification, reference checks, motor vehicle driving history, proof of education level and professional certifications, criminal record check, and National Sex Offender Registry. Positions in the Human Resources and Finance Department, as well as public safety positions, will additionally require a full credit check . The Town is subject to the Criminal Offender Employment Act, Sections 28-2-1 to 28-2-6 NMSA 1978, and may take into consideration a conviction, but the conviction will not operate as an automatic bar to obtaining public employment.

All candidates who have accepted an offer of employment with the Town shall complete and sign the Employment Eligibility Verification 1-9 Form the first day of employment or no later than three (3) days of hire. On the form, an employee must attest to their employment authorization. Also, the employee must present to the Town Manager acceptable documents evidencing identity and employment authorization. The Town will examine the employment eligibility and identity documents an employee presents. This list of acceptable documents can be found on the last page of the 1-9 Form. The Town Manager will complete the 1-9 Form to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired for employment and will retain the 1-9 Form for three years after the date of hire or for one year after employment is terminated, whichever is later. 1-9 Form records retained by the Town will be made available for inspection by authorized government officials from the Department of Homeland Security, Department of Labor or Department of Justice, if necessary.

The Town of Edgewood participates in E-verify and uses an internet based system to compare information from an employee's Employment Eligibility Verification 1-9 Form, to data from the U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility.

The Town of Edgewood also reports new hires and rehires to the New Mexico New Hires Directory through their internet based system as required under New Mexico Law (Sections 50-13-1 to 50-13-4 NMSA 1978) and the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, which requires employers to report newly hired and re-hired employees to a state directory within 20 days of their hire date.

D. Ineligibility Applicants will be considered ineligible for employment by the Town for any of the following reasons:

(1) Proof of fraud or intentional false statements in an application.
(2) Failure to complete the testing requirements;
(3) Failure to appear for processing or for work after notice of appointment.
(4) Applications submitted which are not complete, do not include all required information or materials, or are not submitted at or prior to the indicated deadline may, at the sole discretion of the Town, be rejected. Applications that include inaccurate or false information may be rejected or excluded from further consideration.

Section V: Employment Categories and Probationary Periods

A. Employees shall be assigned under the following categories for the purpose of this section:

1. Probationary. A probationary employee is one who, for a given period of time, is being observed and evaluated to determine whether he or she is qualified for

permanent employment with the Town of Edgewood. Probationary employees include all newly hired employees and/or employees promoted, transferred and/or reassigned to a new position. Probationary employees shall be subject to Section VI, herein below.

1 Regular Full-Time. Regular full-time employees are employees who have successfully completed their probationary period and who work regularly in excess of thirty-five hours per week.

2 Regular Part-Time. Regular part-time employees are employees who have completed their probationary period and who work less than thirty-five hours per week on a permanent basis.

3 Temporary. Temporary employees may be either full-time or part-time, depending on the nature of employment, but who are considered temporary employees if the work being performed has a specified duration, not to exceed six consecutive months, such as employment during peak periods, summer and students under vocational education programs.

4 Limited-Term. An employee whose employment term is for a continuous fixed period of time normally in excess of six (6) months and generally less than one (1) year and who works a basic work period. The employment term may only be extended upon the approval of the Town ~~Council~~Commission. The term may be measured by the completion of a specific activity or funding, not necessarily by an ending date. Limited-term employees are not regular employees and do not have recourse to grievance procedures, however may participate in employee benefit plans otherwise afforded regular employees. Limited-term positions must be reviewed annually in the budget process to determine future status.

B. Probationary Period Purpose. The purpose of the probationary period is to give supervisors time to assess whether the employee's skill, performance, reliability and attitude fit the requirements for the position.

C. Probationary Period Considerations and Procedures.

1 The probationary period for all Town employees shall begin on the date of employment and shall continue for 12 months thereafter.

2 A probationary employee is an at-will employee and therefore may be terminated at any time during the probationary period by the Town Manager or vote of the Commission ~~Mayor, Clerk-Treasurer~~ or Department Head with or without cause or notice.

3 A probationary employee who is dismissed during the probationary period is not eligible to utilize the Town's appeal procedures.

4 All probationary and non-probationary employees will be eligible for fringe benefits such as retirement and life and health insurance. Sick leave shall accrue from date of employment.

5 An Employee Evaluation Report, which shall be approved as to form by the Clerk

Treasurer, shall be completed by the probationary employee's Department Head

six (6) months before the end of the probationary period and again twenty (20) days before to the end of the probationary period.

~~1~~ 6. In cases where the probationary employee's performance is marginal, neither clearly unsatisfactory nor clearly satisfactory, the probationary period may be extended for a period of up to one (1) year in three (3) month increments to allow further evaluation of the employee performance. If the probationary period is extended, the Department Head shall also place the probationary employee on a performance improvement plan (PIP) that is approved as to form by the Town Manager~~Clerk-Treasurer~~. The probationary period will only be extended in exceptional circumstances. Generally, a probationary employee whose performance is still marginal by their second evaluation will be terminated. ~~.~~ The Town at its own discretion may extend probationary period.

~~2~~ 7. Any time a decision is made to terminate a probationary employee; a notice of discharge shall be given in writing.

E. Promotional Probationary Period

1. An employee promoted to a higher level position or laterally transferred shall serve a six (6) month probationary period from the initial promotion or transfer date.
2. This probationary period shall be an integral part of the evaluation of the employee's performance in the new position. At the end of the probationary period, the employee shall be removed from probation unless certification is made by the Department Head to ~~the Clerk-Treasurer~~the Town Manager that the employee's performance is unacceptable. An employee on probation who is unable to perform satisfactorily in the new position will be returned to the original title, pay grade, and salary, or if this is not possible, to a position at the original pay grade and salary occupied before the promotion or transfer.

F. Performance Reassignment Probationary Period

1. An employee reassigned to an alternative position due to an inability to satisfactorily or fully perform the duties of a position to which the employee was hired, promoted, or transferred shall serve a one (1) year probationary period from the reassignment date.

Section VI: Job Classification and Pay Plan

A. Job Classification Purpose: All positions shall be grouped into classes and each class shall include those positions sufficiently similar in character, difficulty, and responsibility considering:

1 The similarity of the worked performed ;
2 Comparable level of education, experience, knowledge, ability, and other qualifications may be required of incumbents;
3 Comparable tests of fitness may be required of incumbents;
4 The same general range of compensation will apply with equity under substantially the same employment conditions.

B. Job Descriptions: The Town Manager ~~Clerk-Treasurer~~ shall maintain and publish a complete set of descriptions for all job classes. Such descriptions shall include title, typical duties and/or task statements, minimum qualifications, and working conditions. Such descriptions shall be reviewed regularly, but not less than once every four (4) years to maintain their accuracy. The establishment of new or revised classes, or the abolishment of existing classes, shall be recommended or action taken as recommended by the Town Manager or approval~~vote~~ of the Commission~~Clerk-Treasurer to the Mayor~~, ~~for approval by the Town Council.~~

C. Position Classification Studies: The Town Manager ~~Clerk-Treasurer~~ shall make position classification studies of individual positions whenever he/she deems it necessary, or whenever requested by the ~~Mayor,~~ Town ~~Council~~Commission, Department Head, or supervisors.

D. Pay Plan Purpose: The Pay Plan includes the basic salary schedule adopted by the Town ~~Council~~Commission, together with the assignment of job classes to ranges or rates in the plan as approved by the Town ~~Council~~Commission.

E. Pay Plan Provisions: The Pay Plan is intended to provide equitable compensation for all job classes in relation to the pay for other job classes, general rates of pay for similar employment, the financial condition of the Town, and other factors. To this end, the ~~Clerk-Treasurer~~Town Manager shall regularly, but not less than biannually make comparative studies of all the factors affecting the level of pay and recommend such changes as may be justified. Such adjustments shall be made by increasing or decreasing the pay ranges provided in the basic pay schedule as approved by the Town ~~Council~~Commission.

F. Pay Ranges: Pay ranges are intended to furnish administrative flexibility in recognizing job content differences among positions allocated to the same class, in providing employee incentive for growth and improved performance, and in rewarding employees for meritorious service.

Section VII: Performance evaluation

A. Purpose. The purpose of the performance evaluation is to establish a program of performance appraisal that will encourage objective, systematic review and analysis of each Town employee's performance.

B. Basic Policy. It shall be the responsibility of the supervisor to conduct performance evaluations. The Town Manager ~~Clerk-Treasurer~~ will provide that the performance of each employee is reviewed by the employee's supervisor at the end of each fiscal year. Failure to provide a

performance evaluation shall be reported to the ~~Mayor and the~~ Town ~~Council~~Commission. This evaluation shall become part of the employee's permanent personnel record.

C. Performance Evaluation Procedures.

1. Responsibility. It shall be the responsibility of the ~~Clerk-Treasurer's~~Town Manager's ~~-~~office to see that the performance evaluation program is operated as required by this chapter.

b. Supervisors shall conduct a performance evaluation of each employee as provided in this chapter. A complete performance evaluation form will be sent to Town Manager obey each supervisor each year. The Town Manager ~~Clerk-Treasurer~~ shall provide a status report of all Town employees at the first ~~council~~Commission meeting in July of each year.

c. Employees have the right to review their performance evaluation and review the contents of their personnel folder at any time. Employees must sign and may attach comments to the completed performance evaluation. Such signature shall not signify concurrence by the employee as to the contents of the evaluation, but only notice that the employee has read and been made aware of the evaluation's contents. If an employee refuses to sign the completed evaluation, the supervisor shall obtain a management witness to certify the employee has read and been made aware of the evaluation's contents.

d. All performance evaluations shall be confidential and the contents shall not be disclosed, except within the employee's chain of command including the Town Manager~~ClerkTreasurer~~, or prospective supervisor and Department Head, in cases of internal transfers or as provided for under law, without the written consent of the employee.

e. Citizen's complaints should not be part of the employee's personnel record unless, after investigation, they have been determined to be founded on fact.

Section VIII: Conditions of Employment

A. Hours of Work

1 Regular full-time employees are expected to work forty (40) hou-rs per week. Working hours may fluctuate at the discretion of Department Heads.

2 Breaks. Lunch breaks are normally one (1) hour, except for those departments with established thirty (30) minute lunch breaks. Such meal time shall be unpaid time unless the employee is required to remain at the work site, in which case the Department Head may authorize a meal period as part of time worked.

~~2~~3 Remote work must be approved by the Town Manager and the IT Administrator. Remote work will be approved for extreme cases and as needed for managers to work on projects or directed by the Governing Body. Any remote workers will be provided with Town issued laptops and access with guidance of the IT Administrator.

B. Attendance and Absenteeism. Employees will be expected to report for work promptly and be in attendance as scheduled. Absence for any reason should be reported to the supervisor or Department Head one (1) hour before the time the employee is to report to work or as soon as practical. Unauthorized absence from work for three (3) consecutive

work shifts will be considered abandonment of the job and automatic termination will result. Employees will be paid for time actually worked unless absences fall under leave provisions.

C. Dress and Personal Appearance. It is important that Town employees present the best possible image to the public. Employees should be as neatly dressed as work assignments allow. Departments that require uniforms will be provided with one pair of boots and 5 shirts at the beginning of the fiscal year. Replacement of items will follow the procurement process. Departments have the option to contract with uniform companies to maintain and clean provided items.

D. Pay Periods. Each pay period shall be bi-weekly, with checks issued every other ~~Friday~~Wednesday. Under unusual circumstances checks may be issued early, but only upon the request of the Department Head and with the concurrence of the ~~Clerk~~Town-Treasurer.

E. Time Sheets. Time sheets approved to form by the ~~Clerk~~-Treasurer, for each pay period shall be kept by the Department Head and shall be forwarded to the Town Manager on Monday morning before to the pay day.

Commented [NM1]: Remove Clerk and leave Treasurer

F. Payroll Deductions. Deductions from an employee's check are mandatory for Federal Withholding, P.E.R.A. and State Income Tax. Employees may choose to have deducted from each check their contribution for medical health care, life insurance, credit union savings, or other benefits available to employees.

G. Transfers. Transfers must be approved by the Town Manager ~~Clerk-Treasurer~~ and will only be considered upon the approval of the receiving Department Head. Should an employee request a transfer, the employee's salary may be reduced, if necessary, to conform to the pay range appropriate to the new position. Any transfer which results in an over-all increase in salary and wage expenditure must be approved by the Town ~~Council.~~Manager or Commission. ~~–~~The employee shall be advised of any changes in pay that will occur as a result of the transfer.

H. Resignations. A Town employee who wishes to resign in good standing must submit a letter to his immediate supervisor at least fourteen calendar days before leaving. All Town equipment and property is to be turned in to the department upon termination. If this is not done, the employee's paycheck may be reduced by the value of the unreturned items.

I. Reductions in Force. It may, at any given time, be necessary and appropriate for the Town to reduce the number of its employees or abolish some positions because of economic conditions, reorganization, and/or lack of work.

When a position is to be discontinued or abolished, the Town Manager ~~Mayor or a majority of the members of the Town Council~~ shall submit a written proposal shall contain a recommendation of an order of layoff based on:

1 A determination whether the employee whose position is being eliminated is qualified to perform one or more other jobs with the Town; and

2 If the immediate supervisor of the position determin~~-~~es this employee is qualified to perform one or more alternate jobs, the application of the rules used to determine reductions in force.

When the Town wishes to reduce the number of employees without abolishing a position, the Town Manager ~~Mayor~~ or a ~~majority of the~~ member~~s~~ of the Town ~~Council~~Commission shall submit a written proposal to the ~~council~~Commission for final approval containing recommendations for the order of layoff. In determining the order of layoff, the following rules shall apply:

1 Temporary and/or probation ray employees will be laid off first from positions for which a regular employee, subject to reduction in force, is at least as equally qualified;

2 Reduction of regular employees will be determined by department, based on ability to perform work, job performance, and seniority;

3 Regular employees to be terminated as a result of a reduction in force shall be provided written notice at least two calendar weeks in advance of the effective date of the termination or shall be granted equivalent severance pay;

4 A regular employee terminated as a result of a reduction in force or the elimination of a position shall receive preference in hiring for any position for which they are at least as equally qualified over external employment candidates.

a. Terminated Regular employees seeking reemployment must follow the established hiring procedures of the Town.
b. This privilege ends after six (6) months of after the employee declines an offer of employment from the Town, whichever comes first.

5. A regular employee rehired or reinstated within one (1) year of termination as a result of a reduction in force shall be entitled to service credit accrued prior to termination.

J. Outside Employment. All Town employees who wish to engage in outside employment are required to complete a request for permission to engage in outside employment on an annual basis and have it approved before such employment will be authorized. It shall be the responsibility of the employee's Department Head to assure compliance with this rule.

Section IX: leave

A. Vacation. All tenured and probationary employees earn and are eligible to use paid vacation from the date of hire as follows:

I . Eight (8) hours a month are accumulated for employees who have served less than five years in the Town.

Ten (10) hours a month are accumulated for employees who have served more than five (5) years in the Town.
Four (4) hours a month are accumulated for part-time regular, temporary or limited term employees.

Employees may use accrued vacation leave in hourly increments. Every effort will be made to grant an employee vacation at the time requested. However, vacations cannot interfere with the Town's essential operations and therefore must be approved by the Department Head well in advance.

Town employees, including Police Department employees, may carry a balance of not more than 200 hours of vacation per calendar year. Excess hours will be forfeited at the beginning of the calendar year. The purpose of this provision is to encourage employees to take time off and to avoid imposing a significant liability on the Town to payout unused vacation leave when an employee separates from employment. Paid holidays which occur during vacation time are not counted as a day of vacation.

Probationary, temporary and limited-term employees shall not be paid for accrued vacation time upon separation from employment. Regular employees who separate from employment will be paid for unused vacation time.

Annually, on December 1, the Town may offer to buy back unused vacation leave hours at 100% of the employees' respective base hourly rates of pay. The number of hours the Town may offer to buy back is discretionary. Employee participation is voluntary. An employee's vacation leave accrual balance cannot be reduced below 24 hours as a result of the buy-back.

The FLSA administrative exemption requirement shall be reviewed and determined by the Town Manager.

Time worked in excess of 40 hours by non-exempt employees during the designated workweek shall be compensated in accordance with the provision of the Fair Labor Standards Act (FLSA).

With the permission of the Town Manager, Department Directors may, at their discretion, permit non-exempt employees to use award Compensatory Time on a case by case basis, where meetings, training, or other approved work related assignments require an employee to work extended hours outside of their normal work day, in lieu of pre-authorized Overtime. The Compensatory Time rate shall be one and one-half (1.5) hours Compensatory Time leave for each hour of overtime worked when a non-exempt employee works more than forty (40) actual work hours in a normal work week. Compensatory Time hours must be used within sixty (60) days, unless otherwise approved by the Town Manager in writing and in advance.

The Department Director shall determine the need for employees to work Overtime, and be responsible for authorizing Overtime work in advance and in writing approved before and after by the Town Manager. Employees working Overtime without proper authority will be subject to disciplinary action. The Overtime rate shall be one and one-half (1.5) times regular pay for each hour of Overtime worked when a non-exempt employee works more than forty (40) actual work hours in a normal week. Hours in excess of forty (40) per week will not be subject to PERA contributions. Police Department shall refer to their SOP on Overtime pay.

Flex time will be approved on a case-by-case basis and must be requested within 72 hours of the intended schedule adjustment. Staff should use overtime or compensation time for hours worked over their required forty (40). Flex Time will be limited to no more than two incidents a month and no more than two (2) hours at a time.

All time spent in training, at workshops, meetings, and related travel when such attendance is made mandatory (non-voluntary) by the Town shall constitute hours worked and shall be used to calculate overtime eligibility under the FLSA.

Time spent attending authorized and voluntary training, workshops, conferences, meetings, seminars, etc. shall not count towards Overtime and shall count as work time only if it occurs during an employees' normal work day and work time (i.e., for a traditional Monday through Friday work schedule) (Voluntary attendance at functions listed above on Saturdays and Sundays is not counted as work time, nor shall any other time not identified above, unless directed or approved in advance for compensation by the Town Manager or the Commission).

The special exemptions under Section 207 of the Fair Labor Standards Act (FLSA) allowed for law enforcement and fire protection personnel with regard to Overtime will be applied as follows:

For those employees engaged in law enforcement activities (defined by the Town of Edgewood as Patrol Officers/Police Officers) who have a work period of at least seven (7) but less than twenty-eight (28) consecutive days, no overtime compensation is required under 29 USC §207 (k) until the ratio of the number of hours worked exceed the number of hours which bears the same relationship to one hundred seventy-one (171) as the number of days in the work period bears to twenty-eight (28) consecutive days.

B. Holidays.

1 The holiday schedule shall be designated by the Town ~~Council~~Commission each year.

2 Regular full and part time, and limited term employees shall be paid for the holiday the same amount the employee would have earned for a regularly scheduled workday.

3 Employees scheduled to work an approved Town Holiday shall be paid the same amount of time they would have earned for a regularly scheduled workday at straight time, and shall receive pay at one and one-half (1.5) times their regular hourly rate for actual time worked during the Holiday. Worked hours on a holiday will be calculated as a regular work day to meet 40 hours or 80 hours(for Law Enforcement).

4 If a paid holiday falls on the employee's regular day off, the employee may float the paid holiday.

C. Personal Leave Day. Regular employees are entitled to one (1) personal leave day each calendar year. The personal leave day will be consistent with the employee's normal workday. Such leave must be requested and approved in advance. The personal leave day must be taken during consecutive hours. The personal leave day must be taken by December 31 or it will be lost. Employees who do not take the personal leave day shall not be paid for it upon separation from Town employment.

D. Sick Leave. Sick leave benefits are accrued at the rate of eight hours per month. Part-time employees accrue sick leave at the rate of four hours per month. Unused sick leave shall be accumulated from year to year. Employees on probationary status shall be credited with sick leave for each pay period worked.

Sick leave should only be used as needed, and abuses of sick leave will be grounds for disciplinary action. If an employee has used all accrued sick leave, the employee may choose to use his accrued vacation as sick leave with approval of his supervisor. The employee must be able to justify the use of vacation leave as sick leave.

Employees using sick leave shall notify the Town Manager ~~Clerk-Treasurer's office~~ before the start of their scheduled work shift. Sick leave of more than three days duration may require certification by a physician as to the nature of the illness be submitted to the Town Manager ~~Clerk-Treasurer's office~~. Persons on sick leave for more than five (5) consecutive work days may be required to have a physical examination but shall be required to be certified fit to return to work by a physician. Physical examinations performed at the insistence of the Town will be paid for by the Town.

An employee may use accrued sick leave to care for members of the employee's immediate family (employee's spouse or ex-spouse, live-in partner, children, step-children, parents, stepparents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, first cousins, nieces, nephews, and the like relations of the employee's spouse. This definition shall cover any person so related to the employee by birth, adoption or marriage). A doctor's certification may be required stating the family member's condition before to sick leave being granted.

Regular, Probationary, temporary and limited-term employees shall not be paid for accrued sick leave time upon separation from employment with one exception. Regular employees who retire from the Town will be paid for unused sick time up to 200 hours at a rate of %50.

Conversion of sick leave: Employees who have accrued sick leave may convert a total of 100 hours of accrued sick leave as follows:

a. An employee may convert up to 100 hours of sick leave to vacation leave at the rate of 50%. (maximum conversion 50 hours)

b. An employee may convert up to 100 of sick leave for cash at the rate of (maximum conversion 50 hours)

c. These conversions may be made annually during the month of December.
d. All requests for conversion must be submitted to the Town Manager. ~~through the ClerkTreasurer~~.

D. Donated leave. There are occurrences brought about by medical conditions that cause employees to exhaust leave and therefore be placed on leave without pay. It is recognized that employees forced to go on leave without pay could be without income at a most critical point in their life. Employees who want to assist their fellow workers by donating leave can do so through this provision of the policy manual.

For the purpose of this section, "medical conditions" shall be interpreted to include a serious illness or injury which is monumental, unusual, immediate in nature and which is expected to preclude the employees from returning to work for an extended period of time. This shall involve but is not limited to:

1 Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility; or
2 A period of incapacity requiring absence of more than three calendar days from work that involve continuing treatment by (or under the supervision of) a licensed health care provider; or
3 Any period of incapacity due to pregnancy, or for prenatal care; or
4 Any period of incapacity or treatment due to a chronic serious health condition (e.g. asthma, diabetes, epilepsy, etc.); or
5 A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective (e.g. Alzheimer's, stroke, terminal disease, etc.) or
6 Any absence to receive multiple treatments (including any period of recovery) by, or referral by, a licensed health care provider (e.g. chemotherapy, physical therapy, dialysis, etc.)

General Guidelines:

1 Leave may be donated from vacation or sick leave.
2 An employee cannot donate from either the vacation or sick leave if the balance will fall below one-half what can be earned in 12 months.
3 Leave donated will be added to the recipient's sick leave balance limiting its use for sickness only.
4 The minimum donation allowable is four hours.

1 Leave shall be donated on a one-to-one personal basis. Establishment of a leave "pool/bank" is expressly prohibited.
2 The donation and receipt of leave shall be completely voluntary, and anyone who interferes with an employee's right to choose whether to donate or receive leave shall be subject to disciplinary action on the basis of personal misconduct.
3 Individual leave records are confidential and only involved individuals may reveal their donation or receipt of leave.
4 The employee donating leave cannot receive compensation for the leave donated.
5 Upon return to work the recipient will be allowed to retain up to 40 hours in their sick leave account.
6 Any additional unused donated leave beyond 40 hours will be returned to the donor(s) on a pro-rated basis and credited to the leave account from which it was donated. Fractions of the hour shall not be returned to an individual donor.
7 If a recipient of donated leave separates from Town of Edgewood employment, the donated leave remaining in the recipients account shall be returned to the donors' accounts on a pro-rated basis.

Recipient Requirements:

1 When requesting donated leave, the employee or the immediate supervisor must complete in writing, and forward the request for donated leave including the physician certification to the Town Manager ~~Clerk-Treasurer~~. All medical information is confidential. When disclosing information about an applicant the Town Manager ~~Clerk/Treasurer IoiIolR'laR Res8101FEes aeJlaFtR'leRt~~ will state only that the requesting individual or the individual's family member has a "medical condition".
2 An employee must exhaust all types of leave before any donated leave will be used.
3 While using donated leave, the employee continues to earn vacation and sick leave. This earned vacation and sick leave should be used each month prior to any donated leave.
4 Upon return to work, an employee is allowed to retain 40 hours of the donated leave in his sick leave account. Any remaining leave over 40 hours will be prorated back to the donors in the leave reporting period immediately following the employee's return to work. This action is reflected in the adjustments column of the employee's monthly leave report.
5 An employee's participation in donated leave is limited to 520 hours either continuously or, if for the same condition, on a recurring basis. However, a continuation may be granted month by month for any amount of time that management would otherwise have granted leave without pay.

E. Family and Medical Leave of Absence. The purpose of Family Medical Leave is to balance the demands of the work place with the needs of families to promote the stability and economic security of families; to minimize the potential for employment discrimination on the basis of sex by ensuring that leave is available for eligible medical reasons (including maternity-related disability) and for compelling family reasons; and to promote the goal of equal employment opportunity for women and men.

1. Employee Eligibility: Permanent employees who have been employed with the Town of Edgewood for at least 12 months and who have worked at least 1250 hours (half-time) during the previous 12-month period are entitled to a total of 12 workweeks of leave, paid or unpaid, during any 12-month period for one or more specified conditions which are covered under this Act.

For the purpose of this policy, the 12-month period is defined as 12 months from the date of the qualifying event.

2. Qualifying Conditions:

A. Birth of a child and care for the child after birth, provided the leave is taken within a 12month period following birth,
B. Care for a child placed with the employee for adoption or foster care, provided the leave is taken within a 12-month period following adoption.
C. Care for the employee's child, spouse, or parent, where that child, spouse, or parent has a serious health condition.
D. A serious health condition that makes the employee unable to perform the essential functions of his/her position. Serious health conditions do not include short-term conditions such as illnesses that last a few days or out-patient surgeries that typically require only a brief recovery period. Employees may use Personal Leave to cover time off for these conditions.

3. FMLA Leave Options:

A. Eligible employees are entitled to 12 weeks of unpaid leave within a twelve-month period.
B. Eligible employees may choose to us paid leave in the form of vacation, sick, compensatory, or donated leave.
C. Eligible employees may choose to use the FMLA Leave on an intermittent basis or on a

Reduced work schedule. Page 15 of 41

4. Definitions: Parent -a biological or adoptive parent or an individual who stood in loco parentis (a person who is in the position or place of a parent) to an employee when the employee was a child. If an employee requests ~~FMIA~~ FMLA to care for an individual who stood in loco parentis, the employee must provide documentation verifying the relationship. If legal records are not available, the employee has the burden of proof and must submit written documentation explaining the relationship covering periods of residence, facts and circumstances. Someone who was in a position to know of the relationship must verify this documentation through signature and notary.

A. Child· a son or daughter who is under 18 years of age or is 18 years of age or older and incapable of self-~~-~~care because of a mental or physical disability. Child would include: (a) biological, (b) adopted, (c) foster, (d) step-~~-~~child, (e) legal ward, and (f) child of an employee standing in loco parentis as defined above.
B. Spouse -a husband or wife recognized by the State of New Mexico.
C. Serious Health Condition· (a) an illness, injury, impairment, and/or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or that involves continuing treatment by a health care provider; (b) any period of incapacity requiring absence from work of more than three calendar workdays that also involves continuing treatment by a health care provider; or (c) continuing treatment by a health care provider for conditions so serious that, if not treated would likely result in an absence of more than three calendar workdays. Prenatal care is also included. The period of actual physical disability associated with childbirth is considered a serious health condition and may be subject to family/medical leave regulations, whether as paid or unpaid leave.
D. Intermittent leave or Reduced Work Schedule· an intermittent work schedule is a schedule in which an employee works on an irregular basis and is taking leave in separate blocks of time, rather than for one continuous period of time. The leave period may not exceed the total of the allowed 12·week period.

5. Administration of Family Medical leaves:

A. An employee desiring to use Family Medical l eave needs to contact the Town Manager ~~Clerk/Treasurer PlldFRaR ResoldFEes eellaFtFReRt~~ prior to the requested leave period.~~whenever possible.~~
B. Requests for Flu leave must be supported by reasonable proof.
C. If an employee is unable to initiate the contact to the Town Manager ~~Clerk/Treasurer PlldFRaR ResoldFEes~~ for Family Medical leave, the department head is responsible for contacting Town Manager ~~Clerk/Treasurer PlldFRaR ReSOldF€eS~~ to investigate the designation of the leave period as paid or unpaid FMLA leave. The designation must be made on the Family Medical Leave Request Form and must be completed prior to the extension of FMLA Leave.

D. If an employee on paid leave has not provided sufficient information to determine whether it is designated as FMLA Leave the department head shall, after a period of 10 workdays, request that the employee provide sufficient information to establish a FMLA qualifying reason for the needed leave. This does not preclude the department from requesting the information sooner or at any time an extension is requested.
E. Employees designated on FMLA Leave have the following options for charging leave:

1 For the birth of a child, the employee may choose to exhaust available compensatory, vacation, sick, and/or donated leave, or any portion, or go on leave without pay.
2 For the adoption or foster care of a child, the employee may choose to exhaust available compensatory, vacation, sick, and/or donated leave, or any portion, or go on leave without pay;
3 For the illness of an employee's child, spouse, or parents, the employee may choose to exhaust available compensatory, vacation, sick, and/or donated leave, or any portion, or go on leave without pay;
4 For the employee's illness, the employee shall exhaust available sick leave and may choose to exhaust available compensatory, vacation leave, and/or donated leave, or any portion, before going on leave without pay.

F. Employees desiring to work a reduced or intermittent work schedule under FMLA leave will need to contact the Town ClerkManager ~~Clerk/Treasurer 1-l~R'laR Re50~rEe5 {}e~artR'leRt~~ for further instructions. Employees approved for one of these options will experience a reduction in monthly earning rates.

6. Notice to Employer: It is the responsibility of the employee to explain the reasons for the FMLA Leave in sufficient detail to allow the Town to determine that the leave qualifies under the FMLA. If the employee fails to adequately explain or document the FMLA qualifying reasons for the leave after a request by the Town, leave may be denied. Where the necessity for FMLA Leave for the birth or placement of a child is foreseeable, the employee shall give the Town at least 30 days' advance notice (before the date the leave is to begin) of the employee's intention to take such leave. In other cases, the employee shall provide such notice as soon as practical. As soon as practical means at least verbal~~l~~ notification to the Town within one or two business days of when the need for leave becomes known to the employee. An employee shall at least provide verbal notice to the Town of the need for FMLA Leave and the anticipated timing and duration of the

leave. The Town may also require an employee to comply with the Town's usual and customary notice and procedural requirements for requesting leave. If the employee fails to *give* timely advance notice when the need for FMLA Leave is foreseeable, the Town may delay the taking of FMLA Leave until 30 days after the date the employee requested the need for the FMLA Leave. In some circumstances, employees may need to make the request for FMLA Leave after the fact. If this occurs, employees have two business days upon returning to work to provide the appropriate information in order to be entitled to the protections of FM LA.

1 Notice to Employee: Once the Town has *received* a request for a FMLA required reason, the Town shall promptly (generally within two business days, absent extenuating circumstances) notify the employee that the leave is designated and will be counted as FMLA Leave. The Town may give such notice in writing

2 Medical **Certification:** Any request for FMLA Leave for a serious health condition shall be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, and a parent of the employee or an individual who has acted in loco parentis to an employee as appropriate. Such medical certification should be attached to the employee's request for FMLA Leave, or in the case of unforeseen leave, generally within two business days after the leave commences. In the case of foreseeable leave, the Town may delay the taking of FMLA Leave to an employee who fails to provide timely certification after being requested by the Town to furnish such certification (within 15 calendar days, if practicable), until the required certification is provided. In the case of unforeseeable leave, if the employee does not provide the medical certification within a reasonable time, the Town may delay the continuation of FMLA Leave. If the employee never produces the required medical certification, or if the certification does not confirm the existence of a serious health condition as defined under FMLA, then the leave is not FMLA Leave. In any case in which the Town has reason to question the appropriateness of the leave or its duration the Town may request certification at some later date. If the Town has reason to doubt the validity of the certification provided the Town, the Town may require at its expense, that the eligible employee obtain the opinion of a second (or third) health care provider.

3 Confidentiality: All records and documents relating to medical certifications, recertification or medical histories of an employee's family members, shall be maintained in a separate medical file from the employee's personnel file, and shall be treated as confidential medical records in accordance with the Americans with Disabilities Act of 1990 (ADA) and The Health Insurance Portability and Accountability Act of 1996 (HIPPA).

10. Restoration to Work: Any eligible employee who takes approved FMLA Leave shall be entitled, upon return from such leave:

A. To be restored by the Town to the same position of employment held by the employee when the leave commenced; or

B. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and condition of employment.

If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee has no right to restoration to another position under the FMLA. However, the Town will review such situations on a case-by-case basis under the ADA.

11. Group Health Plan Coverage:

A. The Town shall maintain coverage for the employee under the Town's group health plan for the duration of the 12-week FMLA leave period at the level and under the conditions coverage would have been provided if the employee had continued employment.
B. Any share of health plan premiums paid by the employee prior to leave must continue to be paid by the employee during the leave period.
C. The Town must give advance written notice to employees of the terms for payment of premiums during FMLA leave.
D. The Town's obligation to maintain dependent health insurance coverage stops if an employee's premium payment is more than 30 days late. The Town must provide the employee with at least 15 days' notice that coverage will cease.
E. If an employee's failure to make the premium payments leads to a lapse in coverage, the Town must still restore the employee, upon return to work, to the health coverage equivalent that employee would have had if leave had not been taken and premium payments had not been missed without any waiting period or preexisting conditions.
F. The Town may recover the premiums if the employee fails to return for a reason other than the continuation, recurrence, or onset of a serious health condition of the employee or the employee's immediate family member, or other circumstances beyond the employee's control.

12. Other Benefits: Maintenance of health insurance policies that are not a part of the Town's group health plan (where no contributions are made by the Town) is the sole responsibility of the employee.

Taking FMLA Leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

1. No Retaliation: The Town shall not interfere with an eligible employee's rights under the FMLA, shall not discharge or otherwise discriminate against employees who exercise such rights, and shall not retaliate against employees who file, initiate or otherwise assist in charges or investigation against the Town.

2. Rights and Obligation of Employees: When an employee provides notice of the need for FMLA Leave, the Town shall provide the employee with a Notice (within two business days, if feasible) detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations.

F. Leave Without Pay.

The Town Manager ~~Clerk-Treasurer~~ may grant a regular employee leave without pay for a period not to exceed one year. Leave without pay may be granted only when it is in the best interest of the Town, and only following consideration of the employee's performance and disciplinary history, and the potential disruption of Town operations.

1 For leave without pay a written request indicating the reason for the leave, duration, and dates of departure and return, must be approved by the Town Manager ~~Clerk-Treasurer~~ before leave is taken.
2 Employees on leave without pay shall not accrue annual or sick leave for those hours on leave without pay, nor be paid for observed holidays.
3 During an employee's approved leave of without pay, his/her position may be filled by temporary appointment, a temporary promotion, limited term employee or detail to another employee. At the expiration of a leave without pay, the employee has the right to and shall be reinstated in the position he/she vacated if the position still exists; or, if not, to any other vacant position of like seniority, status and pay. If no vacancy exists, the employee will be offered the first available position for which he/she qualifies. If no position is found within a period of one-hundred twenty (1 20) days, the employee will be terminated.

G. Bereavement Leave. In the event of a death in the employee's immediate family, (employee's spouse or ex-spouse, live-in partner, children, step-children, parents, stepparents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, first cousins, nieces, nephews, and the like relations of the employee's spouse. This definition shall cover any person so related to the employee by birth, adoption or marriage)l1 the employee will be permitted three days leave with pay per occurrence not chargeable under any benefits. After three days, bereavement leave will be charged against the employee's sick leave. An employee must notify the employee's department head before taking such leave.

H. Military Leave. Leave with pay will be granted for a period of two weeks per year to permanent full time employees and permanent reserve part time employees enrolled in the National Guard or military reserve units to attend training camp or exercises. In cases where such leave is granted, the employee must furnish proof of duty orders before leave being granted. The equivalent of National Guard military reserve pay will be deducted from the employee's paycheck, and if the employee's regular income from the Military Reserve Service is in excess of the employee's regular income from the Town, then the employee shall not be entitled to any pay from the Town.

I. Unpaid Military Leave Regular employees who are members of the Armed Forces, the Army National Guard, the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty are entitled to re-employment after up to five years of service. PERA contributions may not be withdrawn when an employee begins military leave without pay. Upon re-employment, such employees shall receive any necessary pay adjustment such as provided to other employees during the period of active duty.

1. Employees must apply for re-employment within fourteen days of the date of release from active duty where the active service was from 31 to 181 days.
2. Employees must apply for re-employment within ninety days of the date of release from active duty where the active service was more than 181 days.
3. For service of 90 days or less, the employee is entitled to the position he/she would have been employed in if continuous employment had not been interrupted or the position in which the employee would have been employed on the date of the commencement of service.
4. For service of more than 90 days, the employee is entitled to the position in which he/she would have been employed if the continuous employment had not been interrupted or the position of employment in which he/she was employed at the date of commencement of service, or a position of like seniority, status and pay.

J. **Jury Duty** Employees will be granted court leave for the purpose of serving as a juror or witness in any court. Court leave with pay will be authorized only during those days which would otherwise have been an employee's regular scheduled working days.

K. Occupational Injury leave

1 Purpose. Injury leave by a doctor's order shall be granted to any employee who sustains an injury as a result of or in the course of the performance of his or her job. Injury leave is intended to cover initial gaps in coverage of the State's Workman's Compensation Program. A doctor shall mean any qualified health care provider recognized under New Mexico's Workers Compensation Act as being qualified to provide such an order.
2 Injury Leave Granted. An employee who sustains an on the job injury shall receive paid injury leave equal to normal salary for all regularly scheduled working hours or up to seven working days until State's Workman's Compensation coverage commences. All benefits will accrue while an employee is on workman's compensation, and the Town will pay its share of an employee's hospitalization insurance for a period not to exceed three months.
3 Procedures. Any employee injured on the job shall immediately report the injury to his or her supervisor, who shall report the injury to the Town Manager's ~~Clerk-Treasurer's~~ office. An accident report shall be completed within forty-eight hours of the accident. If medical attention is required, the procedures set forth in administrative regulations shall be followed.

I. Voting leave Employees, who are registered voters, shall be given necessary time off to vote without loss of pay. Employees will receive up to two (2) hours on Election Day for the purpose of voting between the time of opening and the time of closing the polls; however, the Supervisor or Department Head may specify the hours during this period that the voter may be absent. The provisions of this subsection do not apply to any employee whose work day begins more than two (2) hours after the polls open or ends more than three (3) hours before the polls close.

Section IX: Overtime

1 A non-exempt employee shall not work more than the regularly scheduled 40 hour workweek without his/her supervisor's prior approval. Non-exempt employees who work in excess of the normal 40-hour workweek shall be compensated at the rate of I X times the employee's regular base rate of pay for each hour of overtime worked. Overtime work will be compensated in IS-minute increments. The exemption requirement shall be reviewed and determined by the Town Manager.
2 Working overtime without prior approval is just cause for disciplinary action, up to and including termination.
3 Payment for overtime may be in the form of cash ("overtime pay") or compensatory time ("comp time"). In times of budgetary constraint, the Town of Edgewood, at its sole discretion, may elect to pay employees overtime in the form that best suits the Town.
4 An employee is not entitled to overtime pay or comp time unless that employee has actually *worked* more than 40 hours in a given workweek. The time an employee takes off from work for a holiday, vacation, personal leave, or an illness is not considered hours worked for purposes of calculating overtime, even if the employee is paid for that time with accrued leave or accrued comp time.
5 All Town employees, including commissioned police officers, eligible for overtime compensation may accrue a maximum balance of 240 hours of comp time (or 160 hours of overtime worked). If an employee has reached the accrual limit for comp time set forth in this paragraph, any additional overtime worked by the employee shall be paid out in the form of cash.
6 The Town strongly encourages all employees to use their accrued comp time within 6 months of earning it. Employees may use comp time at any time with the prior approval of the eligible employee's supervisor, unless the granting of such time would unduly disrupt the effective functioning of the employee's department. Mere inconvenience is an insufficient basis for denial of a request to use accrued compensatory time.
7 At any time, an employee may request that the Town of Edgewood cash out his/her accrued but unused comp time balance, even if the balance is below the accrual maximum set forth in paragraph 6. The Town of Edgewood, at its discretion, may grant the employee's request, giving consideration to budgetary constraints and priorities. Such payment must be made at the regular hourly rate of pay received by the employee at the time of payment.
8 The Town may, at any time, elect to payout some or all of an employee's accumulated compensatory time. Such payment must be made at the regular hourly rate of pay received by the employee at the time of payment. It is within the Town's sole discretion whether to payout some or all accrued comp time.

9 Upon an employee's retirement, resignation or termination, the Town of Edgewood shall pay the employee for the balance of his/her accrued but unused camp time at a rate not less than the employee's final hourly pay rate or the employee's average hourly rate *over* the last three (3) years of employment, whichever is greater. In instances where the employee has less than three (3) years of employment with the Town of Edgewood, the average pay rate for the entire period of employment shall be used instead.

11. Supervisors shall monitor overtime worked and compensatory time accrued and shall encourage the use of compensatory time as the opportunity arises, in order to minimize the Town of Edgewood's overtime pay liability. The supervisors' monitoring of overtime and encouraging the use of comp time will be considered as part of the supervisors' performance evaluation.

Section X: Political Activity

Town employees shall not, during working hours, publicly support or endorse any person running for political office. Town employees should not be harassed for political support by any political candidate, Department Head or Elected Official. An employee cannot be fired or penalized for failure to support a particular candidate. This is to ensure the protection of the employee from any unnecessary interference with the employee's job. The employee's job does not depend upon political beliefs, but upon the employee's job skills and performance.

Section XI : ~~Gratuities~~Gratuites ~~Solicitation~~Sollicitation

A. ~~Gratuities~~Gratuites. Town employees shall be prohibited from accepting gifts or other considerations from vendors where the value of such gifts or considerations is in excess of twenty-five dollars ($25.00). Any attempt to influence an employee's performance of the employee's duties by a vendor or other persons should be reported to the Town Manager. ~~Clerk-Treasurer.~~

B. Solicitations. No solicitation by employees or others will be allowed in a Town-owned building or on Town property. All legitimate proposals should be directed to the Department Heads or persons responsible for purchasing. Salesmen should not consult directly with employees without permission of the employee's supervisor.

Limited exceptions may be authorized by the Town Manager ~~Clerk-Treasurer~~ for charitable sol icitations.

Section XII: Rules of Employee Conduct and Disciplinary Action

A. Rules of Employee Conduct. Reasonable rules of employee conduct are necessary for the orderly and effective operation of the Town. Some of the more obvious examples of unacceptable conduct are listed below. This list is not all inclusive and is not intended to refer to all possible policy infractions. Employees should contact the Town Manager ~~Clerk-Treasurer or Deputy Clerk~~ with any questions regarding the Town's rul~~-~~es of employee conduct.

1. Violation of the Town personnel ordinance, policies or rules.
2. Incompetence, inefficiency or inadequate performance of an employee's duties.
3. Insubordination or uncooperative behavior.
4. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval from the employee's supervisor; stopping work before the time specified for such purpose.
5. Failu~~-~~re to report an absence or late arrival; excessive absence or tardiness.
6. Use of official position or authority for personal profit or advantage, including a violation of the Governmental Conduct Act, NMSA (1978), §10-16-1, *et seq*. (as amended), which sets forth the ethical principles of public service and prohibits certain official acts. A copy of the Act is available from the Town Manager ~~Clerk-Treasurer.~~
7. Violation of security or safety practices.
8. Commission of a felony or misdemeanor related to the position held by the employee or conviction of a crime involving moral turpitude.
9. Violence or threats of violence toward anyone while on duty, on Town property, driving a Town vehicle or equipment, representing the Town or wearing a Town uniform. Fighting, horseplay or provoking a fight is prohibited.
10. Obscene, abusive or rude language or behavior toward any supervisor, employee or member of the public; any disorderly or antagonistic conduct.
11. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
12. Misapprop~~-~~riation or personal use of Town fund~~-~~s, property or resources; theft or fraud.
13. Intentionally or negligently causing damage to Town tools, equipment or other property;
14. Failu~~-~~re to immediately report damage to, or an accident involving Town vehicles or equipment.
15. Violation of confidentiality or release of confidential information.
16. Deliberate falsification or omission of information on an employment application, resume, timecard/record or other Town documents.
17. Soliciting during work hours and/or on Town premises; selling merchandise or collecting funds of any kind for whatever purpose without the ~~Clerk-Treasure~~Town Manager~~r~~'s prior approval, or at a time or place that interferes with the work of another employee on Town property or at a Town worksite.
18. Conducting a lottery or gambling on Town premises or while on duty.
19. Failure to maintain a neat, clean and professional appearance or wearing unsafe clothing to perform employee's specific job duties.
20. Other acts or omissions, on or off-duty, that may result in disciplinary action include those that:

a. Call into question the employee's ability to perform assigned duties or job functions;
b. Harm public respect for the Town's employees or confidence in the operation of Town services; or
c. Impair the operation or efficiency of any Town function.

B. Just Cause for Disciplinary Action. Failure or refusal to meet the standards of employee conduct shall constitute just cause for disciplinary action. Regular full-time and regular part-time employees may be disciplined only for just cause. Unlike regular employees, probationary employees, temporary employees, limited-term employees and other at-will employees may be discharged without cause or for any lawful reason.

C. Progressive Discipline. Occasionally, disciplinary action is necessary to correct employee misconduct or performance that fails to meet expectations. The type of corrective or disciplinary action imposed will depend on the severity of the infraction and the employee's previous work record. Progressive discipline will normally be used; however, some infractions may be so serious that the first disciplinary action may require suspension without pay, demotion or even dismissal.

D. Documentation. In every situation involving any form of corrective or disciplinary action, documentation of such action shall be prepared. Any such documentation given to an employee should be signed by the employee to acknowledge receipt. If the employee refuses to sign the documentation, another employee should be called in to sign the form as a witness to the fact that the counseled or disciplined employee received the documentation, but refused to sign it.

E. Range of Counseling and Discipline. The range of counseling and discipline is as follows:

1. Verbal Counseling. A supervisor may verbally counsel an employee for minor infractions and to inform the employee that behavior or conduct needs to change

or improve. The supervisor should inform the employee that the supervisor is verbally counseling the employee. Verbal counseling should: (A) remind the employee of pertinent policies and work rules; (B) provide examples of how the employee's behavior or performance has fallen short of exceptions; (C) explain the impact of the employee's deficiencies on the Town and coworkers; (0) describe the actions the employee needs to take to correct the problem; and inform the employee that failure to improve may result in more severe discipline. Supervisors shall prepare a memorandum of the supervisor's own records indicating that the employee has received a verbal counseling. Documentation of a verbal counseling shall not be placed in the employee's personnel file. Verbal counseling is not grievable.

2. Written Reprimand. A supervisor may issue a written reprimand to an employee in circumstances where the infraction is perceived to be of a greater consequence than that for which a verbal counseling would be used or if the verbal counseling was ineffective.

A written reprimand shall include the following information: (A) the date(s) on which the unacceptable performance occurred and a brief description of the incident(s);
(B) a reference to the policy(ies), rule(s) or directive(s) that were violated; (C) prior counseling or discipline, if any, imposed on employee during the employee's time with the Town; (0) a statement of the potential disciplinary consequences if performance does not improve; and (E) the goals of improvement and a time frame, if applicable, to accomplish these goals.

Written reprimands shall be placed in the employee's personnel file after providing the employee with a copy of the written reprimand. The employee shall be asked to acknowledge having received the reprimand by signing it. If the employee refuses to sign, another supervisory level employee (by his signature) shall attest that the written reprimand was presented to the employee for his signature and the employee refused to sign. A written reprimand is not grievable.

3. Suspension without Pay. The ~~Mayor or Clerk-Treasurer~~Town Manager or Commission may suspend an employee without pay for a single serious offense or for continued substandard job performance or misconduct after previous attempts to correct such behavior have failed. Such suspension shall not exceed thirty working days (30). A suspension without pay for a FLSA exempt employee shall be in workweek increments not to exceed six workweeks, unless otherwise provided by law. A regular, full-time or regular, part-time employee may appeal a suspension without pay pursuant to the Town's grievance procedures.

1 Demotion. The Town Manager or Commission ~~Mayor or Clerk-Treasurer~~ may demote an employee in those instances where the employee is unwilling or unable to perform the responsibilities of his/her position. The employee may be moved from one position to another position with a lower pay rate for which the employee qualifies or, alternatively, the employee may be permitted to remain in the same position but will be subject to a reduction in his/her pay rate. Demotion is not to be used as a substitute for discharge from employment, when a discharge is warranted. A regular, full-time or regular, part-time employee may appea~~l~~ a demotion pursuant to the Town's grievance procedures.

2 Dismissal. be made in the form of a Notice of Intent to Discipline, dismiss an employee when other forms of discipline have failed to improve unacceptable behavior or job performance, or the employee's conduct is severe enough to preclude corrective action. A regular, full-time or regular, part-time employee may appeal a dismissal pursuant to the Town's grievance procedures.

Probationary employees, temporary employees, limited-term employees and other at-will employees may be discharged at any time without cause or for any lawful reason by the Town Manager, Commission ~~Mayor, Clerk-Treasurer~~ or supervisor. These employees may not appeal a decision to dismiss them from employment pursuant to the Town's grievance procedures.

F. Notice of Intent to Discipline. The Town Manager or Commission ~~Mayor, Clerk-Treasurer or designee~~ shall present the employee with a Notice of Intent to Discipline when suspension, demotion, or dismissal is contemplated. The Notice of Intent to Discipline shall include the following information: (A) the date(s) on which the unacceptable performance or conduct occurred and a brief description of the incident(s); (B) a reference to the policy(ies), rule(s) or directive(s) that were violated; (C) prior counseling or discipline, if any, imposed on employee during the employee's time with the Town; (D) a statement of the contemplated discipline; (E) a statement of the potential disciplinary consequences if performance does not improve; (F) the goals of improvement and a time frame, if applicable, to accomplish these goals; and (G) the employee's right to a pre-disciplinary hearing. The Notice of Intent to Discipline shall be hand-delivered to the employee and receipt acknowledged by him, or sent to the employee by certified mail, return-receipt requested. The Notice of Intent to Discipline shall be placed in the employee's personnel file after providing the employee with a copy. If the Notice of Intent to Discipline is hand-delivered and the employee refuses to sign it, another supervisory level employee (by his signature) shall attest that the Notice of Intent to Discipline was presented to the employee for his signature and the employee refused to sign.

G. Pre-Disciplinary Meeting and Notice of **Final** Action. Within three (3) working days of the receipt of the Notice of Intent to Discipline the employee shall notify the Town Manager ~~Clerk-Treasurer~~, in writing, whether he/she will avail him/herself of the pre-disciplinary meeting. Such notice shall be hand-delivered with receipt acknowledged. If the employee does not avail himself of the pre-disciplinary hearing, Town Manager ~~Clerk-Treasurer~~ shall issue a Notice of Final Action to the employee which shall:

1. Specify the final action to be taken and the factual basis for the final action;
2. Specify the effective date of the disciplinary action; and
3. Inform the employee of his/her right to appeal.

In the event the employee wishes to avail him/herself of a pre-disciplinary meeting, the nature of the pre-disciplinary meeting will depend on the type of discipline being proposed.

If the contemplated discipline is a suspension or demotion~~, Clerk-Treasurer~~the Town Manager and/or Department Director will meet with the employee at a pre-arranged time. At the prediscipliniary meeting, the employee will be given the opportunity to respond to the allegations in the Notice of Intent to Discipline and offer explanations and/or present evidence and reasons supporting mitigation. No witnesses will be permitted at the informal meeting. This will not be an evidentiary hearing. Neither the Town nor the employee will not be permitted to have a representative present at the pre-disciplinary meeting.

If the contemplated discipline is termination, the ~~Mayor's~~ Town Manager's recommendation will be placed on the agenda for the executive session of the next regular meeting of the Town ~~Council~~Commission. During the executive session, the employee will be given the opportunity to respond to the allegations in the Notice of Intent to Discipline and offer explanations and/or present evidence and reasons supporting mitigation. No witnesses will be permitted to address the ~~Council~~Commission during executive session. This will not be an evidentiary hearing. ~~The employee may have a representative present for the presentation to the Town Council~~~~Commission~~. After hearing from the employee, the ~~Council~~ Commission will excuse the employee and discuss the proposed termination. A vote will be taken during the public portion of the meeting.

After taking the employee's response into consideration, a Notice of Final Action shall be issued to the employee if it is determined that discipline is warranted. The Notice of Final Action shall specify the final action to be taken, and the factual basis on which the final action is based, state the time, date, and location of the pre-disciplinary meeting, persons present, the effective date of the final action, and the employee's right to appeal the disciplinary action.

The Notice of Final Action shall be either hand-delivered to the employee and receipt acknowledged by him or sent to the employee by certified mail, return-receipt requested. If the employee refuses to sign, another supervisory level employee (by his signature) shall

attest that the Notice of Final Action was presented to the employee for his signature and the employee refused to sign. The Notice of Final Action shall be placed in the employee's personnel file. An employee who is dismissed for cause will not be considered for reemployment with the City.

H . Administrative leave with Pay Pending Investigation and/or Disciplinary Proceeding. The Town Manager or Commission ~~Mayor or Clerk-Treasurer~~ may authorize administrative leave with pay when an employee is ordered to leave the premises or work site pending an investigation, while disciplinary action is being contemplated and/or pending issuance of the Notice of Final Action. Generally, this leave is authorized when the employee is disruptive or poses a threat of harm to himself/herself, others or Town property. During this period, the employee continues to accrue benefits as if he/she were still on duty.

Employees on paid administrative leave shall be available in person and telephonically between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Failure to comply or attend any scheduled meetings as directed by the employee's supervisor shall constitute an unauthorized leave without pay. Employees on paid administrative leave shall not obtain other employment. The supervisor will document the administrative leave and include expectations of the employee while on leave, including but not limited to the return of Town equipment.

Administrative leave with pay under these circumstances does not constitute discipline and may not be appealed under the Town's grievance procedures.

I. Grievance Procedure.

1 Applicability. A regular employee who has successfully completed his/her probationary period may pursue grievances according to the rules contained in this Section.

2 Attendance at Grievance Hearings.

A. Department Director Level. A formal Request for Dispute Resolution must be presented in writing to the employee's Department Director, with a copy to the Human Resources Director. The formal Request for Dispute Resolution shall set forth:

1) The employee's name, job title, and worksite;

2) Theier ~~—~~address, email address and telephone number;

3) A description of the problem or problems;

4) The relief or resolution requested;

5) The signature of the employee.

The Department Director shall respond in writing within five (5) working days of receipt of the Request for Dispute Resolution, and may, within this same period, request a meeting to discuss the Dispute and seek a resolution. If the Dispute is not satisfactorily resolved at this level, it may be filed with the Town Manager within five (5) working days after receipt of the written response or expiration of the time for response by the Department Director.

B. Town Manager Level. If the Dispute has not been satisfactorily resolved by the Department Director, the employee may submit the Dispute to the Town Manager. The Town Manager shall respond in writing within ten (10) working days of receipt of the Dispute and may, within this time period, request a meeting to discuss the Dispute and seek a resolution. The Town Manager's decision will be final and binding.

~~2~~ Employees who have filed grievances and employees required to give testimony as witnesses in a grievance hearing shall be given time off with pay if such meetings or hearings are scheduled during their regularly scheduled work hours. Former employees, or employees on suspension, layoff, or other unpaid status shall not receive pay to attend grievance hearings.

3 Conditions or Actions Not Grievable. The following conditions or actions are not grievable:

a. Whether an established Town policy or practice is appropriate.
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b. In matters where a method of review is mandated by law or where avenues of statutory review are available such as review which may be obtained through the filing of charges with the N.M. Human Rights Bureau or Equal Employment Opportunity Commission or the filing of a Worker's Compensation Claim.
c. In matters where the Town is without authority to act or does not have the ability to provide a remedy.
d. Disciplinary action for a probationary, temporary, limited-term or other at-will employees.
e. Verbal counseling, written reprimand or job abandonment.
f. Transfers, assignments, removal from assignments, temporary upgrades and promotions.
g. Position evaluation/audit, job evaluations, performance reviews, or selection for vacant positions.
h. Denial or termination of self-employment / supplementary / outside employment.
I. Performance evaluations.
J. Disputes as to whether or not a Town practice or policy is good

J. Post-Discipline Appeal. A regular employee who has been suspended without pay, involuntarily demoted or terminated may appeal his/her discipline to a neutral hearing officer.

1. Notice of Appeal. Within five (5) business days of receipt of the Notice of Final Action, the employee must give written notice to the Town Manager ~~Clerk-Treasurer~~ of the employee's intent to pursue a post-disciplinary hearing. The written notice must be hand-delivered or mailed via certified mail, return receipt requested. This deadline is of the essence and strictly enforced. An employee's failure to comply with the provisions in this paragraph, including the deadlines will render the grievance null and void.

2. Hearing Officer. Within fifteen (15) calendar days of receipt of the employee's notice of appeal, The Town Manager will appoint a hearing officer who is a licensed New Mexico attorney or a person experienced in personnel administration.

3. The hearing officer shall recuse him/herself if, for any reason, he/she cannot afford a fair and impartial hearing to either party. The employee or Town may ask to disqualify a designated hearing officer for cause by filing an affidavit of disqualification within ten (10) calendar days of the hearing officer's designation or immediately upon subsequently learning of the grounds for disqualification. The affidavit must state the particular grounds for disqualification. The designated hearing officer shall rule on motions for disqualification.

4. No person shall discuss the merits of the appeal with the hearing officer unless both parties or their representatives are present.

5. Pre-Hearing Conference. The hearing officer shall schedule and conduct a pre-hearing conference by such method deemed appropriate. Each party shall submit a pre-hearing statement by the date set by the hearing officer, containing the following information:

a. A statement of the issues;
b. Proposed stipulations of fact;
c. A list of witnesses to be called and a summary of their testimony;
d. A list of exhibits;
e. Requests for discovery;
f. Requests for subpoenas; and
g. Estimated amount of time needed for the hearing.

6. Pre-Hearing Order.

The hearing officer shall issue a Pre-Hearing Order which shall contain:

a. The issue(s) to be heard;
b. Stipulations of fact;
c. Deadline for disclosure of all witnesses and documentary evidence;
d. Deadline for the close of all discovery;
e. Deadline for filing pre-hearing motions and the manner in which they will be heard or acted upon;
f. Deadline for filing proposed findings of fact and conclusions of law; and
g. Hearing location and date, which may be continued only for good cause.

7. Rules of Procedure for Hearing

a. All hearings shall be open to the public unless the parties mutually agree to the contrary.
b. The hearing officer shall follow the evidentiary standards for administrative hearings.
c. Either party may be represented at the hearing by a person of their choosing provided the representative has submitted a written entry of appearance prior to the hearing.
d. The Town shall be entitled to have an employee representative in the

i. The hearing officer may admit evidence if it is evidence upon which reasonable persons are accustomed to rely on for the conduct of serious affairs. The hearing officer may exclude immaterial, irrelevant or unduly cumulative testimony.
j. The hearing officer may take administrative notice of those matters of which th-e courts of this State may take notice.
k. A record of the hearing shall be made by a certified court reporter arranged by the Town. If a certified court reporter is utilized, the City shall pay only the court reporter's appearance fee. No transcript shall be produced, unless one is requested by a party and such requesting party shall be responsible for the cost of the transcript.

7. Appeal Hearing Decision

a. The hearing officer shall prepare a written decision upholding, reversing or modifying the disciplinary action within thirty calendar (30) days of the conclusion of the hearing or at a time mutually agreed upon by the parties at the close of the hearing. The decision shall contain findings of fact and conclusions of law. The decision shall be served on the parties by electronic mail, fax or mail. The employee or the Town may appeal the hearing officer's decision to district court within 30 days after the date of the hea-ring officer's decision pursuant to ~~SCRA~~ NMRA 1-074.

b. In the eve-nt the hearing officer has reversed or modified the disciplinary action, the hearing officer shall have the authority to only award back wages and Town contributed benefits to the employee. The hearing officer shall have no authority to grant attorney fees, costs or interest in connection with any award of back wages or benefits. In the event the panel or hearing officer awards back wages, the employee shall file a sworn statement of gross earnings and unemployment compensation since the effective date of the disciplinary action. The Hearing Officer sha-ll offset earnings and unemployment compensation received during the period against the back wages awarded. After a written decision is issued, the hearing officer shall retain jurisdiction of the case for the sole purpose of resolving any disputes regarding back wages and Town contributed benefits.

c. The Town shall pay the hearing officer's fees and expenses.

d. Each party shall pay all of its own attorney fees and costs.

Section XIV: Equal Employment Opportunity

Statement of Purpose: It is the policy of the Town of Edgewood to comply with all applicable federal and state laws and regulations relating to equal employment opportunity and that equal opportunity shall be practiced in the administration of all personnel policies and practices and shall include, but not be limited to:

A. Recruitment, hiring and promotion of any qualified person on the basis of merit without regard to race, religion, creed, color, ancestry, or national origin and without regard to age, sex, or disability where applicants or employees are otherwise able to perform the essential functions of the job.

B. Employment and promotion are administered in accordance with the principles of equal employment opportunity and based upon valid job requirements in the following order of priority:

1. Persons currently employed by the Municipality.
2. The general public as an equal opportunity employer.

C. Personnel actions shall be carried out without regard to race, religion, creed, color, ancestry or national origin or to age, sex, or physical or mental disability where employees are otherwise able to perform the essential functions of the job.

D. Management Responsibility. The Town Manager shall assume the responsibility for equal employment opportunity laws and regulations and is designated to assist and counsel department heads and investigate and resolve internal complaints of employment discrimination filed by Town employees or employment applicants. The Town Manager shall be the referral officer for the Town to receive notice of alleged unlawful employment practices from the equal employment opportunity commission or other appropriate federal or state agency of jurisdiction. The Town Manager ~~Clerk Treasurer~~ shall notify the ~~Mayor,~~ Town ~~Council~~Commission and the Town Attorney upon receipt of any complaints alleging violations under this section.

E. Applicant Complaints. Any job applicant, who has been denied employment with the Town of Edgewood and believes they have been denied employment on the basis of their race, religion, creed, color, ancestry or national origin, or to age, sex, or physical or mental disability, may petition the Town ~~council~~Commission to conduct an investigation into this matter.

F. Communication. The Equal Employment Opportunity policy shall be posted on Town bulletin boards and communicated to employees during new hire orientation, and by other means as determined to be appropriate.

Section XV: Harassment

Statement of Purpose: The Town of Edgewood provides a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional environment that promotes equal opportunity and prohibits discriminatory practices, including harassment on the basis of race, color, religion, gender, national origin, age or disability. The Town of Edgewood does not tolerate acts harassment is committed to enforcing this policy prohibiting harassment and sexual misconduct to provide:

1 A work environment free of all forms of harassment;
2 Appropriate corrective measures, up to and including dismissal and appropriate legal action, will be taken if this policy is violated;
3 A complaint procedure that is fair and, protect against retaliation for filing, or testifying as a witness to a complaint;
4 All complaints are investigated promptly, thoroughly, and fairly, and
5 That all Town officials, supervisors, and employees are aware of their responsibilities under this policy.

A. Coverage: This policy applies to Town officials, department heads, supervisors, employees, non-employees and volunteers subject to the control of Town authority and shall be actively enforced by Town management.

B. Definition: Harassment is any unwelcome conduct of verbal and/or physical conduct directed at an employee because of that person's sex, race, color, religion, national origin, age or disability when:

1 Submission to such conduct is made, either explicitly or implicitly, a term of an individual's employment;
2 Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
3 Such conduct unreasonably interferes with an individual's work performance; or
4 Such conduct creates an intimidating, hostile, or offensive working environment.

4 C.

Examples of sexual harassment include, but are not limited to:

Sexual innuendo, suggestive comments, insults, threats, jokes; suggestive or insulting noises, staring, leering, whistling, and obscene gestures; propositions or pressures to engage in sexual activity; touching, pinching, cornering, or brushing up against the body, or sexual assault; inappropriate comments concerning appearance; sexual or sexually insulting written communications, or public postings, including electronic communications; employment decisions based on sexual relationship; harassing behavior directed toward another because of the persons gender.

Sexual misconduct is any conduct constituting a criminal sexual offense under the laws of the State of New Mexico or the ordinances of the Town of Edgewood.

D. Responsibilities of Employees: All employees shall be familiar with this policy, and shall, if asked, cooperate in the investigation or resolution of harassment complaints.

E. Harassment Complaint Procedures:

1 Any employee who makes a complaint of harassment or sexual misconduct will be asked to record the compliant in writing or to sign their allegations or to indicate their refusal to sign their allegations. The Town will investigate all complaints in accordance with this procedure. Any employee who provides false or misleading information in connection with a complaint of harassment or sexual misconduct shall be subject to disciplinary action, up to and including dismissal.

2 Individuals who believe they are being harassed are encouraged to promptly and firmly notify the offender that his or her behavior is unwelcome. If such confrontation is ineffective or impossible, a complaint should be made to the individual's supervisor or to the Town Manager. The supervisor or Town Manager shall document the complaint and provide a copy to the complaining employee. All such complaints shall be kept in a confidential file.

3 Notification of such complaints, including documentation of the complaint, shall be provided to the Town ~~Council~~Commission as soon as possible after receipt of the complaint.

4 Town Manager, along with the Town Attorney, has the responsibility to investigate any complaints of harassment or sexual misconduct, either directly or through th-eir designee. A report of the complaint, the investigation, the findings and disposition of the complaint shall be reported to the Town ~~Council~~Commission.

5 If the allegation is substantiated, appropriate steps will be taken to remedy the situation. The supervisor shall apply an appropriate level of disciplinary action, up to and including dismissal from employment, for a person determined to have violated this policy.

6 Retaliation against an individual who makes a report of harassment or sexual misconduct, or testifies as a witness to a complaint is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another for reporting harassment or sexual misconduct, or testifying, as a witness to a complaint shall be subject to disciplinary action, up to and including dismissal.

F. Responsibilities of Managers and Supervisors: Managers and supervisors shall;

1 Be familiar with the Town policy on harassment and sexual misconduct;

2 Not make statements or engage in conduct that could reasonably be construed as harassment or sexual misconduct;

3 Be alert to potential instances of harassment or sexual misconduct in the course of providing supervision;

4 Immediately notify their own supervisor upon receipt of an allegation of harassment or sexual misconduct;

5 Take immediate action to stop confirmed instances of harassment or sexual misconduct;

6 After a complaint of harassment or sexual misconduct has been substantiated monitor the situation to ensure the situation has stopped and;

7 Ensure that no retaliation is taken against the complainant(s) or anyone who or testifies as a witness to a complaint in a harassment or sexual misconduct compliant.

Section XVI: Drug and Alcohol Policy Statement of Purpose: It is the policy of the Town of Edgewood to provide a work environment that is free from the use, possession, sale or distribution of illegal drugs and from the misuse of alcohol and legal drugs by Town employees. Accordingly, the Town requires that employees and contractors alike will be subject to testing to determine the presence of unacceptable levels of illegal drugs, alcohol or inappropriately used legal drugs within their bodies while performing the Town's business. Therefore, this policy is to assure that only safe and alert employees are permitted on/in the Town premises, on the Town job site locations and at any time while operating Town vehicles, or using Town equipment. This policy establishes guidelines for consistent handling of alcohol and drug usage situations throughout the Town of Edgewood.

A. Prohibited Behavior:

1 Use of illegal drugs;

2 Abuse of legal drugs or alcohol;

3 Use of alcohol or illegal drugs on Town time or property, to include scheduled or unscheduled break periods, meal times, and at all other times when the employee is considered "at work" for the Town;

4 Sale, purchase, transfer, use or possession of illegal drugs or drugs obtained illegally;

5 Transport of alcoholic beverages in Town vehicles during Town time, break periods, or meal times;

6 Arrival for work under the influence of drugs or alcohol. An employee who is using prescription drugs or over-the-counter medications that could affect work performance must inform his/her supervisor. A doctor's statement may be required at the Town's discretion.

B. Implementation

The Town Manager shall adopt procedures required by all applicable federal and state mandates to ensure the effective implementation of this policy. In addition to setting out the procedures for pre-employment testing and the random drug and alcohol testing of those employees covered by the federal regulations, the procedures shall provide for reasonable suspicion testing for drugs and alcohol for all Town employees.

C. Employee Assistance Plan (EAP)

The Town Manager or designee shall establish and communicate the availability of an employee assistance program for all Town employees. The Town Manager or his/her designee shall for the benefit of all employees identify avenues for obtaining drug treatment and rehabilitation, outline available drug abuse counseling and educational programs, and describe any drug abuse rehabilitation benefits available through the Town's group health plan. Normal Town benefits, such as sick leave and the group medical plan, are available to aid in the rehabilitation process. If the available assistance fails or is obviously inappropriate given the nature of the drug use and the employee's position, the penalty for drug use or alcohol abuse may be termination of employment

Section XVII: Care and Use of Equipment and Facilities Statement of Purpose: All employees are required to properly maintain and utilize the Town of Edgewood property. Willful abuse or mishandling of any Town property including vehicles and/or technical resources will not be tolerated and may be grounds for disciplinary action up to and including discharge.

A. Town Vehicles. Some positions in the Town require the use of Town vehicles. Th-ese are Town-owned property and must be maintained in a proper fashion. Employees are responsible for maintaining vehicles and reporting problems to their Department Head. Any employee assigned a Town-owned vehicle must adhere to procedures established by the Town Manager, which may include a defensive driving course. Town vehicles may not be used for personal business.

B. Technical Resources. The Town of Edgewood's technical resou-rces including any voice mail, fax or e-mail systems, cellular telephones, are provided for use in the conduct of Town business and are to be reviewed, monitored and used in that pursuit. Employees may transmit or receive messages in the course of their employment on the Town of Edgewood computer systems or other technical resources, those messages may be subject to investigation, search and review. In addition, any electronically stored communications that are received may be retrieved and reviewed without prior notice.

1. Employees may access those electronic files or programs that they have permission to enter. Unauthorized copying or use of computer software exposes both the Town of Edgewood and the employee to fines and/or imprisonment. Employees may not load personal software or download software from the Internet onto the Town of Edgewood's computer system and may not copy software from the Town of Edgewood for personal use.
2. Employees are responsible for the content of all text, audio, or images that they place or send over the Internet. All messages communicated on the Internet should include the employee's name. No messages may be transmitted under an assumed name or anonymously.
3. Any non-business e-mail or other electronic messages must be clearly identified as such in the subject line. Employees may not prepare or review non-business e-mail messages during work time. With regard to computer use, working time is defined as any time an employee is at his or her workstation and not on a designated break, regardless of whether the break is paid. Employees who encounter messages that are of a personal or non-business purpose during work time are expected to skip the messages and review them on ly before or after the workday or during designated break time.

Section XVIII: On **Call**

Purpose

To define terms and conditions for the Town of Edgewood to compensate employees on unrestricted call-back status that are called back to the service of the Town of Edgewood outside of their normally scheduled shifts.

Definitions

A. Employee -a person in a non-supervisory or non-management position.
B. Report to work -accomplishing the necessary task working on-site or remotely.
C. Unrestricted call-back status -Non-duty hours when an employee is required to report to work as soon as practical from the time contact is made.

Policy

A Town of Edgewood employee can be placed on unrestricted call-back status to be able to report to work whether in person or remotely. An employee on unrestricted call-back

status is not required to remain in any specific geographical area or required to work within a specific time period. Employees on such status may decline to return to work when contacted if they acknowledge they are not fit to report to duty, without penalty, discipline or other reprisal.

On Call Compensation

Town of Edgewood employees who are called back by management to report to work shall be guaranteed a minimum of two (2) hours of pay for actual hours worked at the applicable straight time or overtime rate. Employees shall be compensated in accordance with the provisions of overtime if the time worked results in overtime; or be paid their hourly rates if the work does not result in overtime. On-call time for employees who return to work shall commence at the time the employee receives the call and ends at the completion of the call-back assignment.

Section XIX: Temporary Light/Modified Duty

Purpose To define terms and conditions for the Town of Edgewood to allow injured/disabled employees to return to work under temporary light/modified duty.

Definitions

AD. Employee -a person in a non-supervisory or non-management position.
BE. Temporary light/modified duty is defined either as performing the same job as the employee held before the injury, or as performing the duties of another position for which the employee is qualified, for fewer than eight (8) hours each day or having reduced physical requirements for the full day or for less than the full day.

Policy

A. An Employee returning from an injury/temporary disability may return to temporary light/modified duty if an appropriate position is available or if the employee's department can reasonably accommodate the employee by modifying the job requirements and the employee's physician certifies that the employee is capable of returning to temporary light/modified duty. If the employee's department does not have work available for the temporary light/modified duty, the employee may be assigned to another department.
B. If an employee returns to work on a part-time basis and is not receiving full salary while still on injury time, the Town of Edgewood shall continue to pay the employee's share of benefits contributed by the Town of Edgewood on a pro-rata basis, based on hours worked.

C. The terms and conditions of temporary light/modified duty shall be determined by the employee's Department Director in conjunction with the Town Manager.

Unless otherwise stated in this Personnel Policy Manual, the provisions of this Personnel Policy Manual are effective December 7, 2016.

PASSED, APPROVED AND ADOPTED this _____ day of _____--2022.

~~John Bassett~~Audrey Jaramillo, ~~,~~Mayor

ATTEST:

~~Juan Torres, Clerk Treasurer~~ Clerk

Sun Vista Outdoor Advertising LLC
P.O. Box 16677
Albuquerque, NM 87191-6677
Ph: (505) 856-1187 • Fax: (505) 856-1189

Lease Number: 2178
☐ New ☒ Renewal
Sales Rep:

Advertiser: Town of Edgewood
Agency/Owner:
☐ CORP ☐ PTRSHIP ☐ LLC ☐ SOLE
Billing Address: P.O. Box 3610
City: Edgewood State: NM Zip: 87015
Contact Person:
Phone #: 505-286-4518 Fax #:

Account No:
Lease Period: 12 months
Effective Date: 7-1-23
Production Costs: (Due In Advance) -0-
(from line 1 below)
Net Monthly Lease Amount Due:
(from line 9 below) $544.74

Sun Vista Outdoor will print vinyl and install one advertising display for 12 months, beginning on the Effective Date noted above.

Location Information:

Highway	Face Number	Description	Size	Reflectorized	Lighted	Other
I-40	700770	.482 West of MP 200 R/R	21'8x35'	NO	YES	NO

SUMMARY OF COSTS

1. **Production Costs:** (To be paid in advance) $ -0-
2. **Monthly Display Costs:** $ 448.00
3. **Agency Commission:** $ -0-
4. **Monthly Display Costs:** (line 2 + line 3) $ 448.00
5. **Reflectorization Charges:**
   _____sq. ft. used @ $ _____ per sq. ft. = $ _____Total Charge.
   ☐ One Time Payment of $ _____
   ☐ Monthly Payment $ -0-
   (Total Charge divided by number of months remaining on contract)
6. **Lighting Charges:**
   ☐ Dusk To Midnight (Standard)
   ☒ Dusk To Dawn (Additional charges required) $ 60.00
7. **Other Charges (Please specify):** _____
   ☐ One Time Payment of $ _____
   ☐ Monthly Payment $ 0
   (Total Charge divided by number of months remaining on contract)
8. **Gross Receipts Tax:** 7.6250% $ 38.74
9. **Total Monthly Payment Amount Due:** (Includes applicable sales taxes) $ 544.74

The Terms on the Back Page are Part of this lease.

Advertiser authorizes and instructs Sun Vista Outdoor to display in a good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Sun Vista Outdoor all contract amounts within twenty-five (25) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions contained on the back page of this lease.

The undersigned representative or agent of Advertiser hereby warrants to Sun Vista Outdoor that he is authorized to execute this lease on behalf of Advertiser.

Signed and Accepted: This lease is not valid until accepted by Sun Vista Outdoor management.
Signature(s) below indicate agreement with, and acceptance of, all terms and conditions of this lease as detailed on both sides of this document.

Advertiser:

_____ _____
Signature Date

_____
Printed Name

_____ _____
Authority Fed I.D. Number

Sun Vista Outdoor:

David B. Reynolds
Signature

David B. Reynolds
Printed Name

Date Accepted: 11-1-23

AGENCY:

The agency representing this Advertiser on this lease executes this lease as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

Agency: _____
Date: _____
By: _____

Street Address: _____
Mailing Address: _____
City: _____
State: _____ Zip: _____

Sun Vista
OUTDOOR ADVERTISING LLC

July 20, 2023

Town of Edgewood
P.O. Box 3610
Edgewood, NM 87015

INVOICE

Received on Account for April, May, June & July 2023	$2,189.48
Balance of Billing Due:	**0.00**

Billboard rent for month of **August 2023**

.482 West of MP 200 on I - 40 face #7700&7701	448.00
Lighting	60.00
Tax 7.6250%	38.74
Subtotal	546.74
Total August 2023 billing:	**$546.74**
Total Balance Due:	**$546.74**

Balance Due

- Due date: **08-15-23**
-

If you have any questions please call me at 505-856-1187 or 505-239-3125.

P.O. Box 16677 • Albuquerque, NM 87191-6677 • 505-856-1187 • Fax: 505-856-1189
E-Mail: sunvistaoutdoor@aol.com • Toll Free 1-877-856-1187

Sun Vista
OUTDOOR ADVERTISING LLC

August 20, 2023

Town of Edgewood
P.O. Box 3610
Edgewood, NM 87015

INVOICE

Received on Account for August 2023	0.00
Balance of Billing Due for August:	**$546.74**

Billboard rent for month of **September 2023**

.482 West of MP 200 on I - 40 face #7700&7701	448.00
Lighting	60.00
Tax 7.6250%	38.74
Subtotal	546.74
Total September 2023 billing:	**$546.74**
Total Balance Due:	**$1,093.48**

Balance Due

- Due date: **09-15-23**
-

If you have any questions please call me at 505-856-1187 or 505-239-3125.

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E-Mail: sunvistaoutdoor@aol.com • Toll Free 1-877-856-1187

Sun Vista
OUTDOOR ADVERTISING LLC

September 20, 2023

Town of Edgewood
P.O. Box 3610
Edgewood, NM 87015

INVOICE

Received on Account for August& September 2023	0.00
Balance of Billing Due:	**$1,093.48**

Billboard rent for month of **October 2023**

.482 West of MP 200 on I - 40 face #7700&7701	448.00
Lighting	60.00
Tax 7.6250%	38.74
Subtotal	546.74
Total October 2023 billing:	**$546.74**
Total Balance Due:	**$1,640.22**

Balance Due

- Due date: **10-15-23**
-

If you have any questions please call me at 505-856-1187 or 505-239-3125.

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E-Mail: sunvistaoutdoor@aol.com • Toll Free 1-877-856-1187

Sun Vista
OUTDOOR ADVERTISING LLC

October 20, 2023

Town of Edgewood
P.O. Box 3610
Edgewood, NM 87015

INVOICE

Received on Account for August, September, & October 2023	0.00
Balance of Billing Due:	**$1,640.22**

Billboard rent for month of **November 2023**

.482 West of MP 200 on I - 40 face #7700&7701	448.00
Lighting	60.00
Tax 7.6250%	38.74
Subtotal	546.74
Total November 2023 billing:	**$546.74**
Total Balance Due:	**$2,186.96**

Balance Due

- Due date: **11-15-23**
-

If you have any questions please call me at 505-856-1187 or 505-239-3125.

P.O. Box 16677 • Albuquerque, NM 87191-6677 • 505-856-1187 • Fax: 505-856-1189
E-Mail: sunvistaoutdoor@aol.com • Toll Free 1-877-856-1187

Sandia Airpark Estates East Page 1 (bottom middle of page). #5 All roads shown hereon will be maintained by the Homeowners Association

NOTES:

1. TOTAL ACREAGE OF SUBDIVISION 86.2981 ACRES
2. TOTAL LENGTH OF STREETS = 6,811.85 LINEAR FEET
3. THERE WILL BE A 7-FOOT UTILITY EASEMENT ON ALL SIDES OF EVERY LOT
4. NO LOT WILL BE FURTHER SUBDIVIDED
5. ALL ROADS SHOWN HEREON WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION
6. ALL CURVE RADII ARE 25' UNLESS OTHERWISE NOTED
7. ALL NORTH/SOUTH PROPERTY LINES BEAR N 00° 01' 00" W, UNLESS OTHERWISE NOTED.

Sandia Airpark Estates East - Phase II Page 3 **(bottom right of page). #5 All roads shown hereon will be maintained by the Homeowners Association**

NOTES:

1. TOTAL ACREAGE OF SUBDIVISION 41.3076 ACRES
2. TOTAL LENGTH OF STREETS = 3839.42 LINEAR FEET
3. THERE WILL BE A 7-FOOT UTILITY EASEMENT ON ALL SIDES OF EVERY LOT
4. NO LOT WILL BE FURTHER SUBDIVIDED
5. ALL ROADS SHOWN HEREON WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION

Sandia Airpark Estates East - Phase III Page 4 **(bottom middle of page). #5 All roads shown hereon will be maintained by the Homeowners Association**

NOTES:

1. TOTAL ACREAGE OF SUBDIVISION 33.2000 ACRES
2. TOTAL LENGTH OF STREETS = 4580.90 LINEAR FEET
3. THERE WILL BE A 7-FOOT UTILITY EASEMENT ON ALL SIDES OF EVERY LOT
4. NO LOT WILL BE FURTHER SUBDIVIDED
5. ALL ROADS SHOWN HEREON WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION

SAEPOA Quarterly Meeting Minutes
July 11, 2021

Attendees (28 lots Represented)

In Person

Thad Dulin, Lot 7
Jeff Berg, Lot 87
Ed Hollenshead, Lot 42
Patrick Zeman, Lot 27
Jerry Powers, Lot 5
Rich & Barb McMarlin, Lot 10
Brent & Dawn Middleton, Lot 24
Kathy Novo, Lot 62
Jon Daffer, Lot 2
Ken Summers, Lot 77
Nathaniel Bracken, Lot 31
John & Barbara Copage, Lot 99
Brad Gabel, Lot 13
Dana MacMillan, Lot 94
Keith & Kim Wakefield, Lot 26
Mike Montes, Lots 54, 55
Mike & Karen Davisson, Lot 69
John & Liz Lorenz, Lot 81
Brad Case, Lot 82
Mark & Teresa Campbell, Lots 14, 15, 22, 23
Kelly & Kay Tanis, Lot 97
Sarah Wilson, Lots 4, 6
Scott Cooper, Lot 50
Ben Brabb, Lot 85
Ben Feuchter, SAEPOA Attorney

The quarterly meeting of Sandia Airpark Estates Property Owners Association was called to order on Sunday, July 11, 2021 at 6:06 p.m., at Sandia Labs Federal Credit Union, the President, Thad Dulin, being in the chair; Secretary, Karen Davisson being present.

SAEPOA Attorney, Ben Feuchter, reported on the mediation settlement on Lot 46, and answered questions regarding attractive nuisance concerns.

Jerry Powers presented information to the membership questioning the ownership and public versus private status of the roads within the airpark. The SAEPOA Board will research the issues presented.

The minutes from the May Quarterly Meeting were approved as written.

The Treasurer's report was accepted as presented.

Brad Gabel reported for the Architectural Committee that 1 submittal for an RV pad was received and approved.

Scott Cooper gave an overview of activity of the Maintenance Committee during the past 6 months.

Dulin presented the idea of partnering with the local First Responder units to put a Life Flight Helipad on the airpark.

Kay Tanis reported for Sandia Airpark, Inc.:

- Runway lights will be evaluated and replaced as needed.
- Weeds on the runway are scheduled to be sprayed.

- Remodel of the FBO for the pilots' lounge is nearing completion.
- The bad paving job in the commercial area is scheduled to be repaired.

Discussions of proposed policies for Board Member Removal, Privacy, and Disclosures were tabled until the October meeting. The policies will be sent to all members for additional input before sending to an attorney for legal review.

Ballots to seek an easement from Steve Woodard at the Meadowlark exit were counted. Dulin will relay the results to Steve Woodard: 97 ballots were sent out, 68 ballots were returned with 32 for and 36 against the measure (29 lots abstaining by not returning their ballots).

The next quarterly meeting was confirmed to October 10, 2021 6:00 pm, at Sandia Labs Federal Credit Union.

Meeting Adjourned at 8:21 p.m.

Karen Davisson

Karen Davisson, SAEPOA Secretary

SAEPOA Special Meeting Minutes
August 22, 2021

Attendees (28 lots Represented)

In Person

Thad Dulin, Lot 7
Jeff & Nadine Berg, Lot 87
Jerry Powers, Lot 5
Kathy & Rafael Novo, Lot 62
Nathaniel Bracken, Lot 31
Brad Gabel, Lot 13
Karen Davisson, Lot 69
John Lorenz, Lot 81
Mark Campbell & Teresa Benton, Lots 14, 15, 22, 23
Kelly & Kay Tanis, Lot 97
Scott Cooper, Lot 50
Jerry Wymer, Lots 78, 79
Dean Allen, Lots 28,29
Michael Ponto, Lot 72
Josh & Rosa Sandoval, Lot 68
Yunu Fu and Kevin McKowan, Lots 25, 36, 37
Pam Ball, Lot 98
Pat Zeman, Lot 27
Jeff Johnston, Lot 32
Richard Baker, Lot 34
Keith Gatewood, Lot 64
Chris Wilson, Lot 64
Ben Brabb, Lot 85
Chief Martin Vigil, Santa Fe County
Andrew Guerreras, Western Technologies

A special meeting of Sandia Airpark Estates Property Owners Association to discuss the maintenance of the roads was called to order on Sunday, August 22, 2021 at 6:11 p.m. at the Cooper/Lorenz Commercial Hangar, the President, Thad Dulin, being in the chair; Secretary, Karen Davisson being present.

Chief Martin Vigil, Emergency Manager for Santa Fe County, gave an overview of emergency management in Santa Fe County, and discussed how a Life Flight Helipad in the airpark could benefit First Responders and citizens in the local community.

Andrew Guerreras from Western Technologies Engineering Firm, which has been contracted to do an engineering survey of the airpark roads, gave an overview of the work that will be performed. The report and proposed options for road repair maintenance is slated to be completed by the annual meeting in October.

Dulin reported that confirmation of airpark road ownership has not yet been determined.

The annual meeting was confirmed to October 10, 2021 6:00 pm, at Sandia Labs Federal Credit Union.

Meeting Adjourned at 7:35 p.m.

Karen Davisson

Karen Davisson, SAEPOA Secretary

SAEPOA SPECIAL MEETING
Subject Airpark Roads

Sunday, August 22, 2021, 6:00-8:00 p.m.

AGENDA

6:00 Call to Order

Chief Vigil, Santa Fe County Fire Department
- Life Flight Helipad
- Airpark Emergency Action Plan
- Edgewood Fire Protection

Western Technologies - Engineering Survey

Road Discussion
- Review of Engineering Survey
- 5 Year Plan
- Funding

8:00 Adjourn

Annual meeting October 10, 2021
Sandia Labs Federal Credit Union – Edgewood
6:00 – 8:00 p.m.

SAEPOA Special Meeting
August 22, 2021

Name, Lot #	Name, Lot #
Karen Davidson, #69	Pat Zeman #27
John Lorenz 87	Jeff Johnston 32
Jess & Nadine Berg #87	Richard Baker 34
Scott Cox #50	Jerry Powers #5
Savory Wymer 76	KEITH GATEWOOD 64
Dean Arien #28	CHRIS WILSON #46*6
Brad Grady #13	
[illegible] #72	
Nathaniel Bracken #31	
Jodi Hasn Spudard #68	
Kelly + Kay Tanis #97	
Lenora Beaber / Mark Cox 14 +	
Kathy Rafael Novo #	
Yuna Fu & Kevin McKown #25. 36. 37.	
Pam Ball #98	
Ben Trubble #87	

SAEPOA Quarterly Meeting Minutes
October 10, 2021

Attendees (34 lots Represented)

In Person

Jeff & Nadine Berg, Lot 87
Patrick Zeman, Lot 27
Brad Gabel, Lot 13
Teresa Benton, Mark Campbell
Lots 14, 15, 22, 23
Rich & Elaine Evans, Lots 80, 92
Jerry Powers, Lot 5
Michael Ponto, Lot 72
Brent & Dawn Middleton, Lot 24
Jeff Johnston, Lot 32
Chris Wilson, Lots 4, 6
Kathy Novo, Lot 62
Richard Baker, Lot 38
Jon Daffer, Lot 2
Keith Gatewood, Lot 64
John Lorenz, Lot 81
Mike & Karen Davisson, Lot 69
Kelly & Kay Tanis, Lot 97
Pam Ball, Lot 98
Thad Dulin, Lot 7
Mike Montes, Lots 54, 55
John and Barbara Copage, Lot 99
Brad Case, Lot 82
Tony Jaramillo, Lot 60
Scott & Karen Cooper, Lot 50

Proxies

Frank & Beverly Barbera, Lots 16,17
Steve Mutzig, Lot 70
Gannett Mngmt Group, Lot 33

Guests

Audrey Jaramillo
2 unidentified guests of Jerry Powers

The quarterly meeting of Sandia Airpark Estates Property Owners Association was called to order on Sunday, October 10, 2021 at 6:06 p.m., at Sandia Labs Federal Credit Union, the President, Thad Dulin, being in the chair; Secretary, Karen Davisson being present.

Chief Sanchez, Edgewood Police, addressed neighborhood safety concerns, assuring members that our neighborhood is generally "a very quiet community". He encouraged members to call 911 if there are *any* concerns a rather than confronting issues on their own.

The minutes from the July Quarterly and the August 22, 2021 meetings were approved as written.

The Treasurer's report was accepted as presented, after much discussion regarding the legal fees spent this year to research attractive nuisance concerns, gating issues, and to verify road ownership.

Treasurer Teresa Benton, presented the proposed 2022 Budget and cost research on audit options for the State required audit in 2022. The 2019 HOA law requires that HOA's of more than 35 lots have an Audit, Review, or Compilation conducted by a licensed CPA every 3 years; this is a change from the 2013 law, which exempted all associations of 99 or fewer lots. Compilation estimates ran about $1500 versus full audit estimates of up to $30,000. After much discussion, membership preferences landed on paying a CPA to do a compilation with a membership committee conducting an internal audit. Concerns were raised about the unknown cost and upon a motion from Kay Tanis, the audit line item was increased from $1500 to $3500, with 23 votes for and 9 votes against the motion. Pam Ball moved to "transfer the needed $2,000 to increase the line item from legal fees." The motion was approved 20 to 9. Upon a motion from Kay Tanis, the amended 2022 budget was unanimously approved.

Dulin reviewed the legal costs for the year, and presented a letter from attorney requesting that SAEPOA pay legal fees incurred by Karen Davisson, SAEPOA Secretary, because of accusatory concerns from a SAEPOA member. Membership decided that a claim should be submitted to the Directors and Officers insurance.

Brad Gabel reported that 2021 has been a busy year for the Architectural Committee with 8 formal submittals and several informal consultations with prospective lot owners. Six approvals were granted including two houses, house with hangar, shed and a fence. Two requests for building a hangar only on empty lots were denied.

Scott Cooper reported for the Maintenance Committee that the engineering report on the roads will soon be finished; the season's last mowing and weed spraying have been competed; and three bids are being obtained for repairing the north end of Rainbow.

Dulin reported on the Life Flight Helipad proposal, and stated that he requested the new owner of the North side development to consider selling or donating a parcel north of the FBO for such a site. To date, the owner has not responded to the request.

Due to the growing lateness of the meeting, Kay Tanis asked that the counting of ballots be moved to a special meeting at a later date. Davisson reviewed the bylaws which require officers and committee members to be elected at the annual meeting, making this suggestion not an option. Chris Wilson moved to "cancel candidate speeches". The motion failed with 15 votes for and 15 votes against.

Tellers were selected and ballots counted. Several recounts were required due to counting errors. Results were announced at 12:18 a.m.

2022 Elected officers (2 year terms) are:

Vice President – John Lorenz
Secretary – Brent Middleton

President – Thad Dulin remains in office (elected in 2020 for 2 year term)
Treasurer – Teresa Benton remains in office (elected in 2020 for 2 year term)

2022 Elected Committee Members are:

Architectural Committee – Mark Campbell, Brad Gable, Dawn Middleton
Maintenance Committee – Joshua Sandoval, Brad Case, Pam Ball

Dulin announced that Dawn Middleton and Kathy Novo had volunteered to coordinate a SAEPOA Christmas party, and that John Lorenz, Scott Cooper, and Russ Gritzoe had volunteered their hangars in the commercial area for the event.

A special meeting to discuss the engineering road survey was set to November 14, 2021, to be immediately followed by the required transition meeting for the outgoing and incoming boards. The next quarterly meeting was confirmed to be scheduled for January 9, 2022 6:00 pm.

Meeting Adjourned at 12:31 a.m.

Karen Davisson
Karen Davisson, SAEPOA Secretary

Minutes for the 11-14-21 special meeting on roads

Attending:
Dawn Middleton
John Lorenz
Keith Gatewood
Jeff and Nadine Berg
Robert Keighley
Richard Baker
Thad Dulin
Mark and Teresa Campbell
Patrick Zeman
Dave Johnson
Jeff Johnston
Mike Montes
Jerry Wymer
Kay and Kelly Tanis
Rich and Elaine Evans
Chris Wilson
Michael Ponto
Dana MacMillan
Jerry Powers
Keith and Kim Wakefield
Brad Gabel
Bob and Barbara MacMillan
Scott Turner, Attorney
Andrew Cuaderes, Engineer for Western Technologies

The meeting was called to order by President Thad Dulin at 6:02 PM

ROAD OWNERSHIP

Attorney Scott Turner reported on his findings to date regarding road ownership on the Airpark.

Turner reports that the roads were originally owned by whoever owned the land when it was originally platted. "Blanco Aircorp" platted the land so the ownership probably originally belonged to them.

By the By-Laws and Covenants, and in the Phase 1 and Phase 2 plats, all roads are dedicated to the public forever, so homeowners on the airpark have a protected right to access the roads, and the roads are to be maintained by the Homeowners Association. The Phase 3 plat indicates that there is a permanent, private easement for all owners, utility companies, and service companies for road use.

Santa Fe County has told Turner that the roads do not belong to the county; the county has not and will not maintain the roads. County maintenance could be requested (to the Division of Public Works, Santa Fe County). Santa Fe or the town of Edgewood could accept dedication of the roads to them but probably would not. The roads would have to be brought up to the county or town standards and specifications before being accepted, could be expensive. May not be able to taxi airplanes on a town- or county-owned road.

Actual chain of ownership of the roads is still unclear, but Turner suggests that ownership is irrelevant since the available records 1) grant permanent easement and 2) specify that the HoA has the responsibility for maintenance. Grant of easement protects homeowners' access and the HoA has the duty to maintain the roads regardless of ownership.

Turner said there could be liability to the HoA for accidents on the roads, but not to individual homeowners. The HoA cannot construct anything on the roads that would be contrary to safety, and should have liability insurance.

Turner indicated that there could not be "controlled access" to the roads since they are dedicated as public access.

The plats indicate that only half of Jones Rd. and only half of Rainbow Rd. belong to the HoA, and is described in the Covenants and By-Laws (section 2.04 of the Declaration). If the owners of the non-HoA half of these roads do not want to pay for maintenance, SAEPOA cannot pave them and bill the owners. It was suggested that the owners might be willing to donate their half of the roads to SAEPOA.

Turner recommended amendments to the Articles of Incorporation to correct the omissions of reference to Phase 1, 2 and 3. Turner suggested that the omission was an inadvertent "scrivner's error" that could be corrected without consent of the homeowners. There is clear intent that all three plat phases were to be included.

Such does not exist in NM - see attached

Turner indicated that the bankruptcy of Blanco Aercorp should not affect road ownership.

There was some sentiment to ask Turner to continue with his work and get a clear answer as to the ownership of the roads. Others suggested that this would be an unnecessary expense. Clear ownership of the roads would be a SAEPOA asset. If ownership is not clear, any original title-holder of the roads could be liable along with SAEPOA for any lawsuits, but such lawsuits would not affect HoA easements to use the roads.

Turner is willing to continue the search for a clear title to the roads. If an owner can be identified and located Turner can pursue getting the property deeded to the HoA, but "it would be expensive."

ROAD-ENGINEERING STUDY REPPORT

Engineer Andrew Cuaderes from Western Technologies presented an overview of the engineering study performed by his company on Airpark road conditions and recommendations for maintenance/repaving. Copies of the report were handed out to all attendees.

The roads have been here for some 20-plus years and have held up well. Most roads are designed to last 20 years. Given the age and use, Cuaderes suggests that the roads are "not that bad," but some areas need patching (an example is the poor drainage on the east half of Jones Road). Cars and airplanes create minimal wear and tear on a road; heavy trucks do most of the damage.

Observations by homeowners during excavations for earlier patching jobs suggest that there is no aggregate road base under the current asphalt. Cuaderes said that this indicates the sub-grade soil is a good base and that aggregate wasn't needed.

A Fog Seal emulsion would be effective, but the cracks need to be sealed first to keep out water and dirt. It would protect from freeze-thaw damage. This has never been done to the roads. Cuaderes recommends a "sand seal" treatment every 4-6 years, with 3 to 5 lb sand per square yard. It would cost $70-$80,000 at current materials prices.

The "Cadillac repair" would be a 1½ inch overlay after local bad areas have been stabilized; this would be costly but desirable. This would be designed to fix some of the

depressions and drainage issues, cutting out and rebuilding bad areas with patches, and creating a crown.

Regarding the half-ownership of Rainbow and Jones roads, Cuaderes suggested it would be useless to just pave the SAEPOA halves.

Regarding the possibility of dedicating the roads to the town of Edgewood or the county of Santa Fe, Cuaderes indicated that it would be expensive, as the town or county would require upgrading to official specifications including a minimum base course and minimum thickness of asphalt.

The price quotes in the Western Technologies road report are "ballpark," since material prices are volatile. The quotes used the average prices obtained from several vendors.

It would be possible to do only one road or sections of a road at a time, but there are economies of scale and a piecemeal approach would be more expensive.

With winter and cold weather coming on, Cuaderes suggested that paving, patching, or sealing should wait until spring.

Good roads are a tangible asset for SAEPOA.

OTHER

The required SAEPOA financial audit is due by June, but accountants will want the data earlier. There has yet to be a vote as to what level of audit the membership wants.

There was a question regarding "Miscellaneous expenses" listed on an earlier SAEPOA financial report: financial records had not been brought to the meeting since that item was not an intended item of discussion, and the question was deferred until the January 2022 meeting.

Meeting was adjourned at 7:35 PM

Respectfully,

John Lorenz, VP, for Karen Davisson, Secretary

DAN: CORRECT AS YOU REQUIRE. Frank Hetznecker

SANTA FE COUNTY LETTERHEAD ETC

August 27, 1994

Internal Revenue Service
ATTN: Mail Code 4913 DAEA
1100 Commerce Street
Dallas, Texas 75242-1198

Dear Ms. B. J. Andujar:

Ref: Sandia Airpark Estates Property Owners Association
Employer Ident.No. 85-0410398, F. Hetznecker, Secy./Treas.

This letter concerns your question to Mr. F. Hetznecker about ownership of the roads (roads-taxiways) within Sandia Airpark Estates and also our telephone conversation of August 26, 1994.

These roads were included as part of Sandia Airpark Estates, but as part of the development process "the streets and thoroughfares are dedicated to the use of the public forever".

These road notations are described in our recorded documents 896188, document 584539 platt 161 pgs. 005-006, document 615127 platt 171 pg. 010, and document 615127 platt 171 pg. 011.

The above documents also specify that the homeowners association is to maintain the above roads. There is a total of 99 homeowners' lots on the platts.

CORRECT?

In New Mexico, there are no "title cards" for dedicated public use roads. No person may hold an effective title to a "dedicated public use road".

NOT APPROPRIATE HEREIN FOR S.F. COUNTY?

The whole airport also is designated as a public use airport on the FAA sectional map.

If you want further copies of the Sandia Airpark Estates development platt documents, contact Mr. F. Hetznecker.

Sincerely,

Dan Esquibel
Santa Fe County
Land Management
(505) ~~586-6221~~
586-6235

? MY GUESS ONLY.

cc: SAEPOA
F. Hetznecker, Secy./Treas.
P. O. Box 948
Edgewood, N. M. 87015
(505) 281-8483

BOARD OF COUNTY COMMISSIONERS

Raymond M. Chavez
District No. 1

Nancy Rodriguez
District No. 2

Linda Grill
District No. 3

Richard D. Anaya
District No. 4

Betty Platts
District No. 5

Gil D. Tercero
County Manager

October 4, 1994

Internal Revenue Service
Attn: Mail Code 4913 DAEA
1100 Commerce Street
Dallas, Texas 75242-1198

Re: Sandia Airpark Estates infrastructure

Dear Ms. B.J. Andujar,

This is the follow-up letter that you requested from our telephone conversation on August 26, 1994.

The roads/taxiways within the Sandia Airpark Estates subdivision located in Edgewood, Santa Fe County New Mexico, are owned and maintained by the Homeowners Association of the Subdivision.

Santa Fe County at the present time is not excepting roads for dedication or maintenance, as a result the approval process requires the developer of a subdivision to dedicated the roads to the Homeowners Association, of which they are intern responsible for maintenance. The County Code also requires the roads to be dedicated for public use.

If you have any questions regarding this matter please do not hesetate to contact me at 986-6221.

Sincerely,

Daniel A. Esquibel
Santa Fe County Land Use Associate Planner

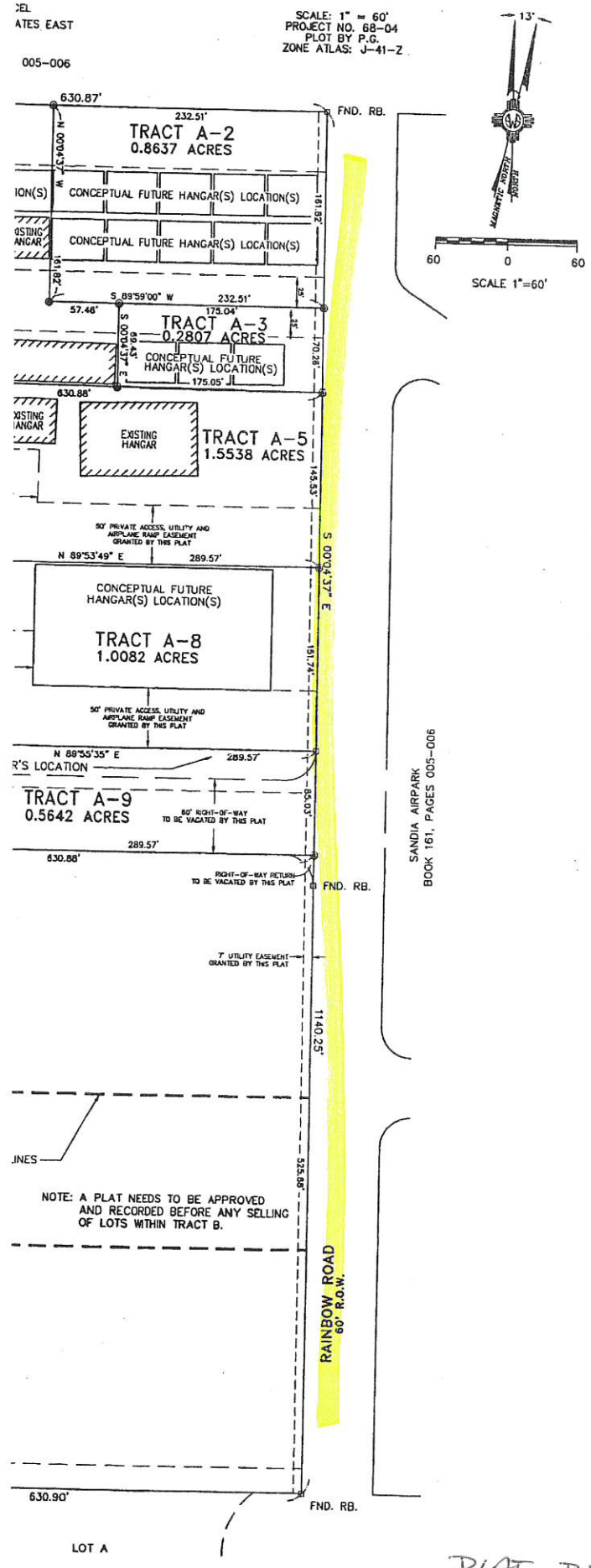
NEEDED FOR NON-PROFIT DETERMINATION

P.O. Box 276, 102 Grant Avenue Santa Fe, New Mexico 87504-0276 (505) 986-6231

:EL
ATES EAST

005-006

SCALE: 1" = 60'
PROJECT NO. 68-04
PLOT BY P.G.
ZONE ATLAS: J-41-Z



NOTES AND CONDITIONS

1. THE ORIGINAL PLAT OF PHASE I, SANDIA AIRPARK ESTATES EAST WAS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ON JANUARY 22, 1986 IN BOOK 161, PAGES 005-006. THE ORIGINAL PLAT OF PHASE II AND PHASE III, SANDIA AIRPARK ESTATES EAST WAS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ON FEBRUARY 18, 1989 IN BOOK 171, PAGES 010-011.
2. THE TOTAL SITE AREA IS 16.5159 ACRES.
3. THERE IS A SEVEN FOOT (7') UTILITY EASEMENT RESERVED ALONG RAINBOW ROAD AND THE WEST BOUNDARY OF TRACTS A AND B.
4. A TOTAL OF NINETY-NINE (99) HANGARS ARE ALLOWED ON TRACTS A AND B.
5. BASIS OF BEARINGS PER THE PLAT OF PHASE I, SANDIA AIRPARK ESTATES EAST FILED JANUARY 22, 1986 IN BOOK 161, PAGES 005-006.
6. THERE IS A BLANKET EASEMENT BETWEEN TRACTS A1-A2-A3, A4-A5, A6-A7-A8, A9 FOR THE PURPOSE OF AIRCRAFT, UTILITY VEHICLES AND PEDESTRIAN ACCESS.
7. THESE TRACTS AS PLOTTED HEREON ARE SUBJECT TO THE TERRAIN MANAGEMENT REGULATIONS AS ADOPTED BY SANTA FE COUNTY. TERRAIN MANAGEMENT REGULATIONS (ARTICLE VII, SEC. 3.2 OF THE COUNTY DEVELOPMENT CODE) SHALL BE COMPLIED WITH AT THE TIME OF BUILDING PERMIT OR DEVELOPMENT PERMIT APPLICATION.
8. SANITARY SEWERS ARE NOT AVAILABLE TO SUBJECT TRACTS. ON SITE SANITARY DISPOSAL IS THE RESPONSIBILITY OF THE OWNER.
9. MAINTAINANCE OF AIRCRAFT TAXIWAYS AND EASEMENTS ARE THE RESPONSIBILITY OF EACH TRACT OWNER.
10. SANTA FE COUNTY APPROVAL OF THIS SURVEY PLAT DOES NOT CONSTITUTE APPROVAL FOR THE CONSTRUCTION OF AIRCRAFT TAXIWAYS OR ROADS ON EASEMENTS. PRIOR TO THE CONSTRUCTION OF TAXIWAYS OR ROADS, IT IS REQUIRED THAT A DEVELOPMENT PERMIT BE APPLIED FOR AND APPROVED BY THE SANTA FE COUNTY LAND USE DEPARTMENT.
11. PURSUANT TO THE SANTA FE COUNTY LAND DEVELOPMENT CODE, THE SOILS RATING ON THIS SUBDIVISION IS DESIGNATED AS BEING MODERATE REGARDING LIMITATIONS TO SEPTIC TANKS. POTENTIAL BUYERS/SELLERS OF THIS PROPERTY SHOULD INQUIRE WITH THE NEW MEXICO ENVIRONMENTAL DEPARTMENT WHETHER THESE SOILS ARE SUITABLE FOR A CONVENTIONAL SEPTIC SYSTEM OR IF AN ALTERNATE SYSTEM IS REQUIRED.
12. TRACT B REQUIRES THE APPROVAL OF SANTA FE COUNTY BEFORE FURTHER SUBDIVISION AND A DEVELOPMENT PLAN APPROVED BEFORE ANY SELLING OF LOTS OR BUILDINGS WITHIN.
13. THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE APPROVAL FOR ANY FURTHER DEVELOPMENT, INCLUDING BUILDING PERMITS
14. EXISTING NATURAL DRAINAGE WAYS WILL NOT BE MODIFIED OR IMPEDED WITHOUT THE WRITTEN APPROVAL OF THE LAND USE ADMINISTRATOR OR COUNTY HYDROLOGIST.
15. THE LANDS SHOWN HEREON LIE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE COUNTY OF SANTA FE.
16. THESE LOTS ARE SUBJECT TO SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AT THE TIME OF APPLICATION FOR BUILDING PERMIT.
17. INDIVIDUAL WATER WELLS ARE PROHIBITED ON SUBDIVISION TRACTS 'A' AND 'B'.
18. EXCEPT FOR THE PURPOSE OF SECURITY AND OPERATIONS, RESIDENTIAL DWELLING UNITS OR HOUSING ARE PROHIBITED ON SUBDIVISION TRACTS 'A' AND 'B'.
19. MAXIMUM BUILDING OR STRUCTURE COVERAGE OF TRACTS A-1 TO A-9 SHALL NOT EXCEED 50% OF THE TRACT AREA. MAXIMUM BUILDING HEIGHT MUST NOT EXCEED 24 FEET ABOVE THE PERIMETER OF THE BUILDING OR NATURAL GROUND.
20. THE SUBDIVISION DISCLOSURE STATEMENT REGARDING THESE TRACTS IS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED IN BOOK 1585 PAGE(S) 692 - 695 AS DOCUMENT No. 1055-566
21. THESE TRACTS ARE SUBJECT TO UTILIZING THE EDGEWOOD WATER INC. SYSTEM FOR DOMESTIC AND FIRE PROTECTION USE AND THE THUNDER MOUNTAIN WATER COMPANY FOR FIRE PROTECTION NEEDED FOR COMMERCIAL USE.
22. WATER USE ON THESE TRACTS IS RESTRICTED BY COVENANTS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED IN BOOK 1585 PAGE(S) 960 - 963 AS DOCUMENT No. 1055-565
23. LANDS SHOWN HEREON LIE OUTSIDE THE 100-YEAR FLOODPLAIN IN ZONE X ACCORDING TO THE FEDERAL FLOOD INSURANCE RATE MAP PANEL NO. 350069 0525 B, EFFECTIVE DATE NOVEMBER 4, 1988.
24. AS THIS TRACT(S) IS FUETHER DEVELOPED, THE FIRE MARSHALL RESERVES THE RIGHT TO REQUIRE ADDITIONAL HYDRANTS OR OTHER FIRE MEASURES AS APPROPRIATE.

LEGAL DESCRIPTION - TRACT A

A CERTAIN TRACT OF LAND, BEING AND COMPRISING TRACT A, PHASE I, SANDIA AIRPARK ESTATES EAST, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ON JANUARY 22, 1986 IN BOOK 161, PAGES 005-006, SITUATE WITHIN SECTION 14, T. 10 N., R. 7 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

LEGAL DESCRIPTION - TRACT B

A CERTAIN TRACT OF LAND, BEING AND COMPRISING TRACT B, PHASE I, SANDIA AIRPARK ESTATES EAST, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ON JANUARY 22, 1986 IN BOOK 161, PAGES 005-006, SITUATE WITHIN SECTION 14, T. 10 N., R. 7 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

N

24. DAMAGED OR DEAD VEG
REPAIRED OR REPLACED
VEGETATION WHICH DIES
25. THE EXISTING DETENTION
WATER DISCHARGE FROM
WITHIN THE SUBDIVISION
THE CAPACITY OF THE E
26. DEVELOPMENT PLAN FOR
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50 OR MORE TRAFFIC TR

LEGEND

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- POINT TO BE SET
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IN BOOK 35
COUNTY CLE

THE MASTER
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FOLLOWING
"A" AND "B"

APPROVED
RESTAURANT
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AIRPORT FBO
AIRCRAFT MA
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AIRCRAFT AC
SMALL-SCAL
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TITLE AND INDEXING INFORMATION FOR COU

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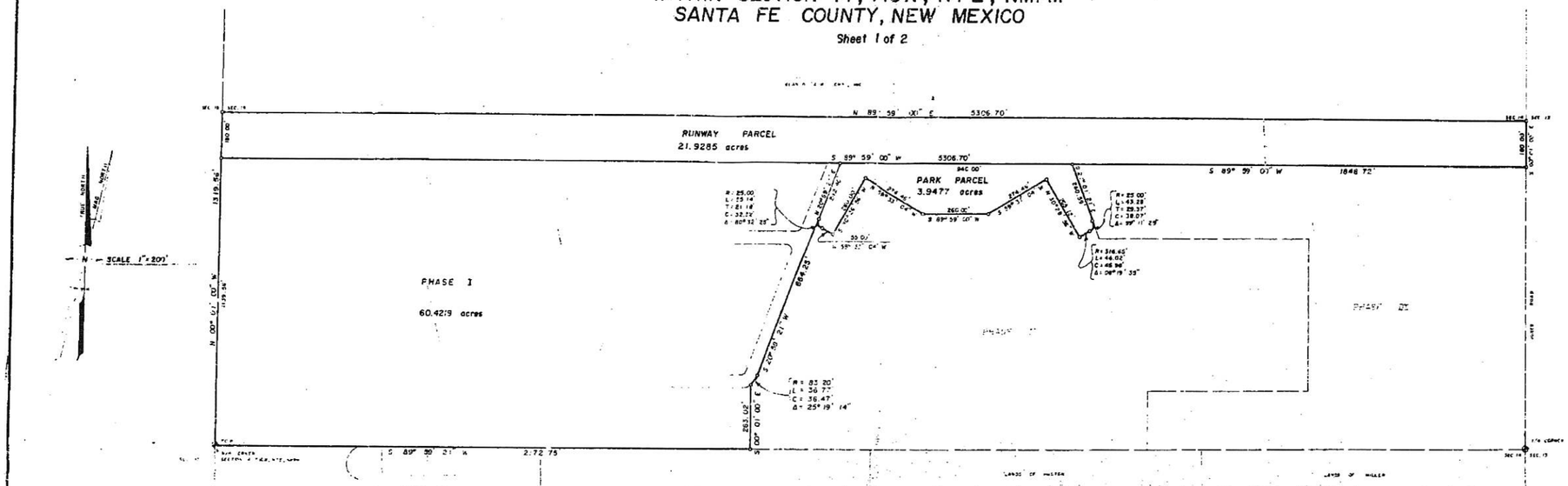
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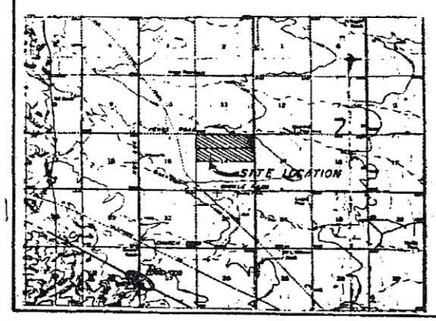
PLAT BOOK 402/ PAGES 44-47

SANDIA AIRPARK ESTATES EAST

WITHIN SECTION 14, T10N, R7E, NMPM
SANTA FE COUNTY, NEW MEXICO
Sheet 1 of 2

161605





ALL ROADS SHOWN HEREIN WILL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION

16108b

N 89° 59' 00" E 5306.70'

RUNWAY PARCEL
(see sheet 1 of 2)

PARK PARCEL
(see sheet 1 of 2)

F.B.O. AREA
PARCEL "A"
7.6367 acres

7.6339 acres

N 00° 01' 00" W 1319.56'

S 89° 59' 21" W 2172.75'

RAINBOW ROAD

BLANCO DRIVE

EASTERN SKIES ROAD

MOUNTAIN VIEW LANE

PHASE II

LOT 1 0.9658 ac
LOT 2 1.0513 ac.
LOT 3 1.0421 ac.
LOT 4 1.0422 ac.
LOT 5 1.0592 ac
LOT 6 1.0393 ac
LOT 7 1.0424 ac.
LOT 8 1.0425 ac.
LOT 9 1.0425 ac.
LOT 10 0.8066 ac.
LOT 11 1.0750 ac
LOT 12 1.1815 ac
LOT 13 1.0227 ac
LOT 14 1.0227 ac
LOT 15 1.0197 ac
LOT 16 1.0950 ac.
LOT 17 1.0981 ac.
LOT 18 1.0981 ac.
LOT 19 1.1109 ac.
LOT 20 1.1057 ac
LOT 21 0.9173 ac.
LOT 22 0.7988 ac.
LOT 23 0.7726 ac.
LOT 24 0.8648 ac.
LOT 25 1.0176 ac.
LOT 26 1.0774 ac.
LOT 27 0.9277 ac.
LOT 26 1.2245 ac.
LOT 29 1.2278 ac.
LOT 30 1.3052 ac.
LOT 31 1.3114 ac.
LOT 32 1.2015 ac.
LOT 33 1.0692 ac.
LOT 34 0.9917 ac.
LOT 35 1.0014 ac.

RAINBOW ROAD

TRUE NORTH

SCALE 1" = 100'

℄ CURVE DATA

(A) R = 2172.84'
Δ = 10° 17' 52"
L = 390.525'
T = 195.79'
C = 390.00'

(B) R = 2172.84'
Δ = 04° 54' 13"
L = 173.27'

(C) R = 2172.84'
Δ = 05° 43' 39"
L = 217.21'

(D) R = 56.20'
Δ = 63° 00' 00"
L = 70.89'
T = 40.00'
C = 65.93'

(E) R = 516.58'
Δ = 32° 32' 54"
L = 350.71'
T = 180.90'
C = 345.55'

CURVE DATA

(1) R = 2147.834'
Δ = 04° 56' 28"
L = 185.238'
C = 185.174'

(2) R = 2147.834'
Δ = 05° 21' 24"
L = 208.80'
C = 208.72'

(3) R = 2197.834'
Δ = 05° 16' 42"
L = 202.48'
C = 202.403'

(4) R = 2197.834'
Δ = 05° 01' 10"
L = 192.55'
C = 192.49'

(5) R = 2147.834'
Δ = 04° 38' 29"
L = 168.39'
C = 168.34'

(6) R = 25.01'
Δ = 89° 29' 10"
L = 37.38'
T = 23.10'
C = 33.54'

(7) R = 25.01'
Δ = 77° 13' 27"
L = 42.42'
T = 25.37'
C = 39.29'

(8) R = 2147.834'
Δ = 03° 04' 32"
L = 115.29'
C = 115.27'

(9) R = 2197.834'
Δ = 00° 36' 29"
L = 23.33'
C = 23.33'

(10) R = 2197.834'
Δ = 04° 38' 29"
L = 166.47'
C = 166.43'

(11) R = 2197.834'
Δ = 05° 21' 24"
L = 205.24'
C = 205.16'

(12) R = 25.00'
Δ = 122° 33' 15"
L = 55.38'
T = 47.24'
C = 45.41'

(13) R = 25.00'
Δ = 27° 46' 05"
L = 25.00'
T = 13.20'
C = 24.83'

(14) R = 518.58'
Δ = 11° 46' 59"
L = 114.70'

(15) R = 198.58'
Δ = 21° 25' 55"
L = 267.25'
C = 265.68'

(16) R = 641.56'
Δ = 16° 15' 52"
L = 182.13'
C = 181.59'

(17) R = 641.58'
Δ = 16° 27' 02"
L = 182.26'
C = 181.73'

(18) R = 25.00'
Δ = 69° 08' 08"
L = 30.17'
T = 17.16'
C = 28.37'

(19) R = 25.00'
Δ = 119° 08' 08"
L = 85.43'
T = 56.39'
C = 61.23'

(20) R = 83.28'
Δ = 69° 08' 08"
L = 88.98'
T = 50.82'
C = 37.61'

(21) R = 83.28'
Δ = 49° 08' 08"
L = 63.98'
C = 62.08'

(22) R = 66.26'
Δ = 29° 19' 14"
L = 36.27'
C = 35.87'

SANDIA AIRPARK ESTATES EAST

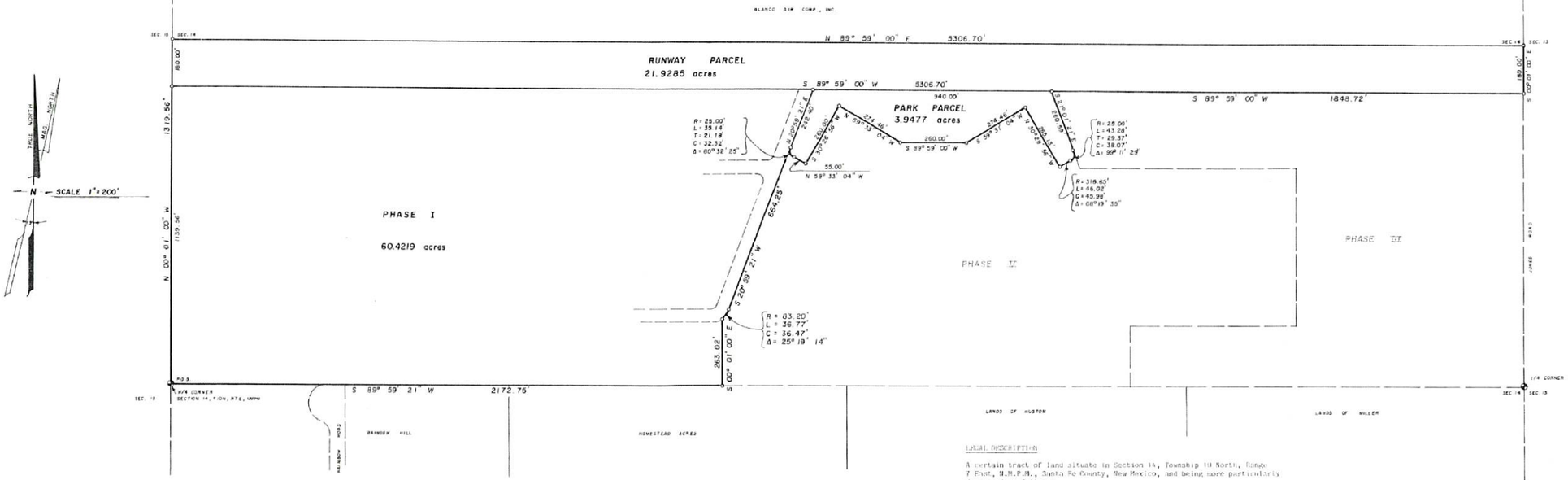
PHASE I
Sheet 2 of 2

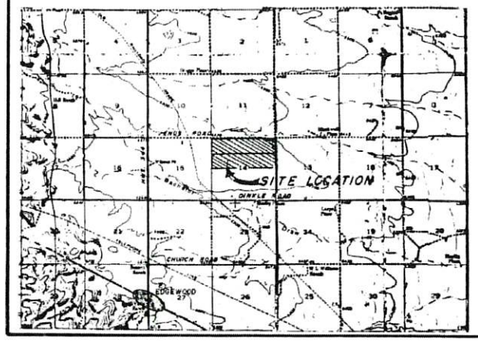
SANDIA AIRPARK ESTATES EAST

WITHIN SECTION 14, T10N, R7E, NMPM
SANTA FE COUNTY, NEW MEXICO

Sheet 1 of 2

16105





The property shown hereon is surveyed, platted and subdivided and comprises Lots 1 through 35 inclusive, together with the streets and thoroughfares of Sandia Airpark Estates East, with the free consent of and in accordance with the wishes and desires of the undersigned owners and proprietors thereof; and said owners do hereby dedicate the streets and thoroughfares to the use of the public forever. Said owners do hereby dedicate the easements shown on this plat, including the right of ingress and egress and the right to trim interfering trees. This subdivision lies within the planning and platting jurisdiction of the County of Santa Fe, New Mexico.

BY: _____

STATE OF NEW MEXICO)
COUNTY OF _____) ss.

On this 21st day of November, 1985, the foregoing instrument was acknowledged by: _____

_____ My Commission Expires: 8-8-87
Notary Public

LAND USE AND CODE ADMINISTRATOR'S CERTIFICATE

I, the undersigned County Land Use and Code Administrator for Santa Fe County, New Mexico, hereby certify that I have inspected the plats and plans of the Sandia Airpark Estates East Subdivision and have found them to be in accordance with the requirements of the Santa Fe County General Plan and Land Development Code.

_____
Land Use and Code Administrator

COUNTY DEVELOPMENT REVIEW COMMITTEE

Approved this 26 day of Sept., 1985, by the County Development Review Committee, Santa Fe County, New Mexico.

_____ 36-34

COUNTY COMMISSIONERS' CERTIFICATE

Approved and accepted this _____ day of _____, 19___, by the Board of Commissioners, Santa Fe County, New Mexico.

_____

LEGAL DESCRIPTION

A certain tract of land situate in Section 14, Township 10 North, Range 7 East, N.M.P.M., Santa Fe County, New Mexico, and being more particularly described as follows:

BEGINNING at the Southwest corner of said tract, also being the West quarter (W.1/4) corner of Section 14, T10N, R7E, N.M.P.M., thence N 00° 01' 00" W, 1319.56 feet to the Northwest corner;
thence, N 89° 59' 00" E, 5306.70 feet to the Northeast corner;
thence, S 00° 01' 00" E, 180.00 feet;
thence, S 89° 59' 00" W, 1848.72 feet;
thence, S 21° 01' 21" E, 260.59 feet to a point of curvature;
thence along a curve to the right having a radius of 25.00 feet, and an arc length of 43.28 feet to a point;
thence along a curve to the left having a radius of 316.45 feet and an arc length of 46.02 feet to a point;
thence, N 30° 28' 56" W, 265.13 feet;
thence, S 59° 31' 04" W, 274.46 feet;
thence, S 89° 59' 00" W, 260.00 feet;
thence, N 59° 33' 04" W, 274.46 feet;
thence, S 30° 26' 56" W, 260.00 feet;
thence, N 59° 33' 04" W, 55.00 feet to a point of curvature;
thence along a curve to the right having a radius of 25.00 feet and an arc length of 35.14 feet to a point;
thence, S 20° 59' 21" W, 664.25 feet to a point of curvature;
thence along a curve to the right having a radius of 83.20 feet and an arc length of 36.77 feet to a point;
thence, S 00° 01' 00" E, 265.02 feet to the Southeast corner;
thence, S 89° 59' 21" W, 2172.75 feet to the point of beginning, and containing 60.2081 acres, more or less.

NOTES:

1. TOTAL ACREAGE OF SUBDIVISION 86.2081 ACRES
2. TOTAL LENGTH OF STREETS = 6,811.05 LINEAR FEET
3. THERE WILL BE A 7-FOOT UTILITY EASEMENT ON ALL SIDES OF EVERY LOT
4. NO LOT WILL BE FURTHER SUBDIVIDED
5. ALL ROADS SHOWN HEREON WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION
6. ALL CURVE RADII ARE 25' UNLESS OTHERWISE NOTED
7. ALL NORTH/SOUTH PROPERTY LINES BEAR N 00° 01' 00" W, UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATE

I, Franklin E. Wilson, licensed under the laws of the State of New Mexico, do hereby certify that this plat was prepared by me or under my direction from notes of an actual survey, and is true and correct to the best of my knowledge and belief.

This certificate is executed at Albuquerque, New Mexico on this 15th day of November, 1985.

_____
Franklin E. Wilson, New Mexico Licensed Surveyor No. 6446
SOUTHWEST SURVEYING CO., INC., 331 LOMAS N.E., ALBUQUERQUE, NEW MEXICO 87102
(505) 247-4444

CLERK AND RECORDER'S CERTIFICATE

STATE OF NEW MEXICO)
COUNTY OF _____) ss. 521,534

I hereby certify that this instrument was filed in my office at 10:19 o'clock on the 22 day of Jan., 1986, and is duly recorded in Book 161, Page 005-006

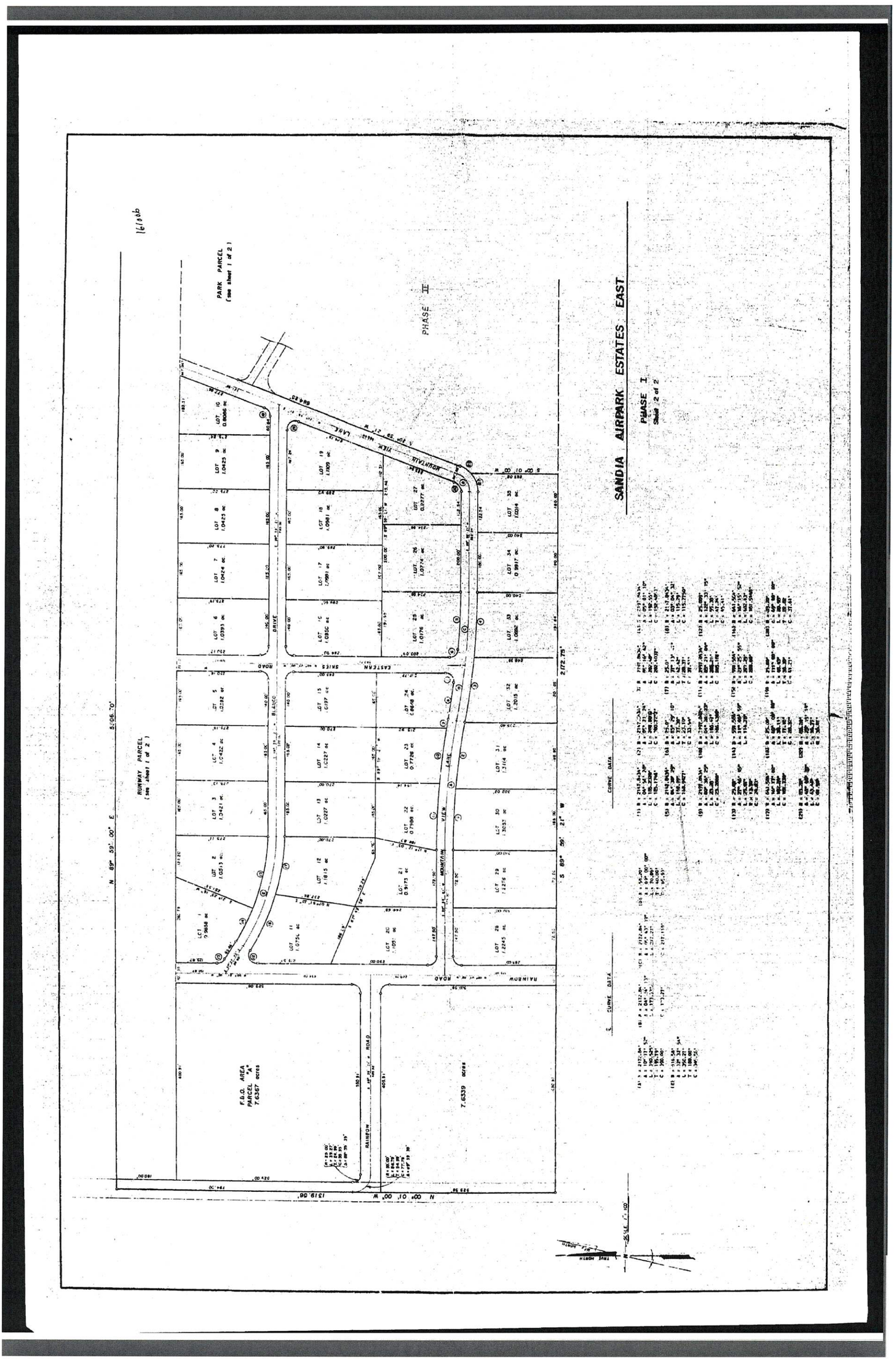
Witness My Hand and Seal
By: Virginia Vigil
Deputy

APPROVED:

_____ 1-23-86
Mountain Bell Telephone and Telegraph Co. Date

_____
Central New Mexico Electric Coop., Inc. Date

_____ 11-22-85
GSD Association Date

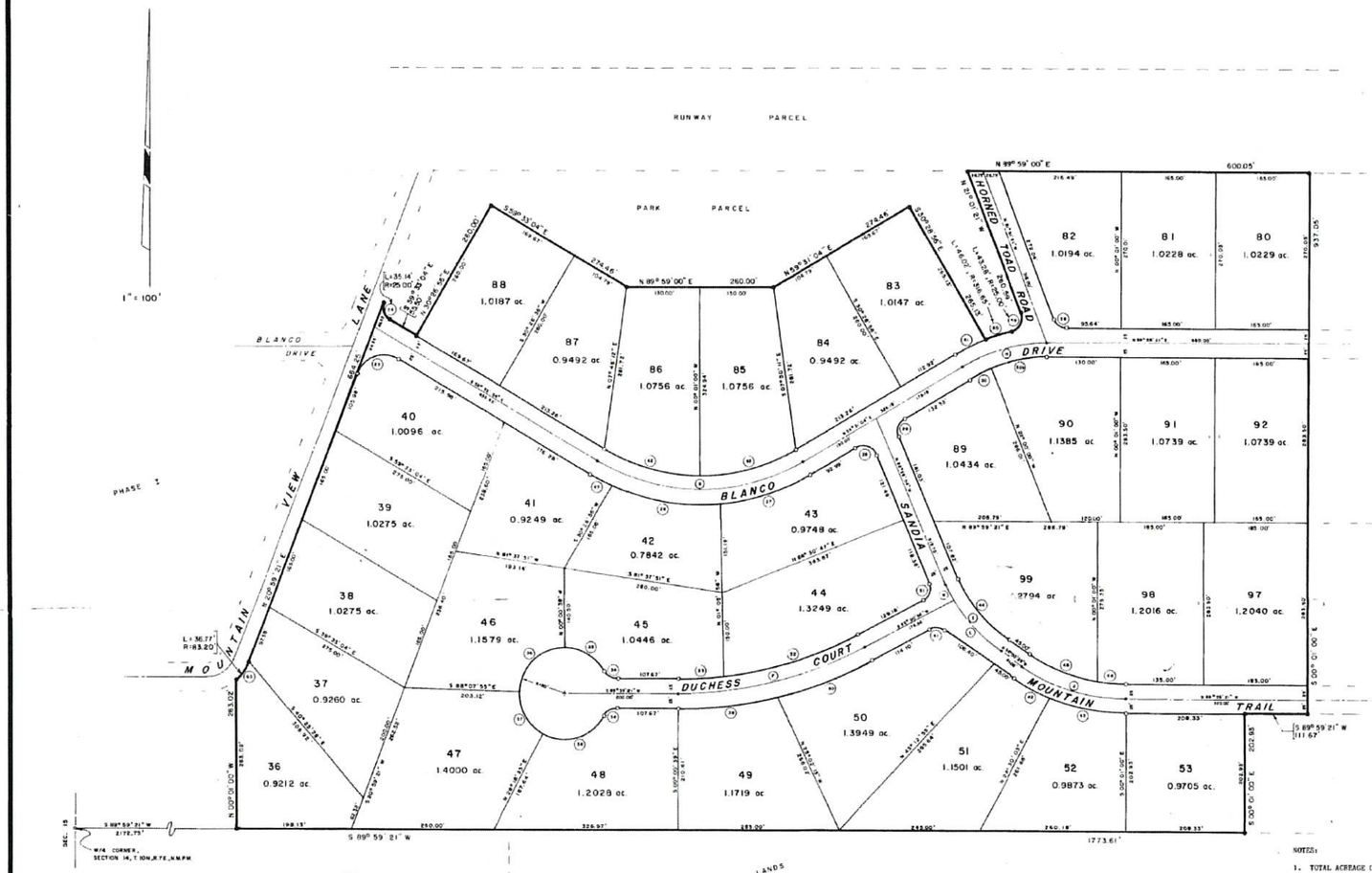

SANDIA AIRPARK ESTATES EAST
PHASE I
Sheet 2 of 2
PHASE II
PARK PARCEL
(see sheet 1 of 2)
RUNWAY PARCEL
(see sheet 1 of 2)
EASTERN SKIES ROAD
RAINBOW ROAD
HUNTAIR VIEW LANE
MOUNTAIN LANE
CURVE DATA
P.O.B. AREA "A"
PARCEL "A"
7.6367 acres
7.6339 acres
N 89° 59' 00" E
S 89° 59' 21" W
N 00° 01' 00" W
1319.06'
2772.75'
5106.70'
TRUE NORTH

171010

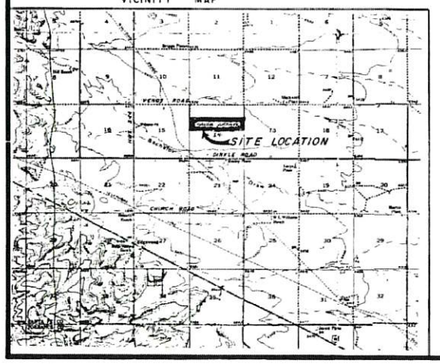
SANDIA AIRPARK ESTATES EAST

PHASE II

WITHIN SECTION 14, T.10N., R.7E., N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO



VICINITY MAP



CURVE DATA

(23) R = 50.00' Δ = 89° 27' 35" L = 66.00' T = 41.92' C = 76.36'	(24) R = 25.00' Δ = 80° 32' 25" L = 35.14' T = 21.18' C = 32.32'	(25) R = 382.00' Δ = 06° 13' 56" L = 42.00' C = 41.97'	(26) R = 382.00' Δ = 29° 17' 60" L = 195.24' C = 193.12'	(43) R = 352.09' Δ = 22° 35' 24" L = 138.82' C = 137.93'	(44) R = 246.85' Δ = 33° 01' 35" L = 141.13' T = 72.59' C = 139.19'	(45) R = 302.09' Δ = 24° 26' 20" L = 128.05' C = 127.08'	(46) R = 302.09' Δ = 09° 31' 40" L = 50.23' C = 50.18'
(27) R = 352.00' Δ = 29° 20' 54" L = 180.00' C = 167.63'	(28) R = 25.00' Δ = 87° 26' 52" L = 42.54' T = 26.54' C = 37.58'	(29) R = 25.00' Δ = 92° 33' 08" L = 36.00' T = 23.33' C = 32.37'	(30) R = 266.62' Δ = 09° 27' 31" L = 42.43' C = 42.42'	(36) R = 266.65' Δ = 8° 20' 46" L = 96.34' T = 50.25' C = 98.77'	(58) R = 25.00' Δ = 68° 53' 18" L = 30.10' T = 17.18' C = 28.32'	(59) R = 25.00' Δ = 90° 11' 29" L = 43.26' T = 29.37' C = 38.91'	(60) R = 316.65' Δ = 09°19' 35" L = 45.02' C = 45.98'
(31) R = 25.00' Δ = 90° 00' 00" L = 31.09' T = 22.91' C = 28.28'	(32) R = 672.58' Δ = 21° 27' 10" L = 250.71' C = 249.34'	(33) R = 672.58' Δ = 06° 49' 37" L = 80.05' C = 80.00'	(34) R = 25.00' Δ = 61° 33' 43" L = 26.86' T = 14.80' C = 25.59'	(61) R = 316.65' Δ = 10° 52' 11" L = 60.07' C = 59.98'	(62) R = 332.00' Δ = 30° 27' 56" L = 176.53' T = 90.41' C = 174.46'	(63) R = 83.80' Δ = 25° 10' 14" L = 36.77' C = 36.47'	
(35) R = 80.00' Δ = 51° 33' 43" L = 35.96' C = 31.88'	(36) R = 80.00' Δ = 88° 32' 16" L = 123.64' C = 111.77'	(37) R = 80.00' Δ = 63° 33' 32" L = 88.75' C = 82.26'	(38) R = 80.00' Δ = 89° 52' 58" L = 125.50' C = 113.02'				
(39) R = 727.58' Δ = 14° 03' 48" L = 178.58' C = 178.13'	(40) R = 727.58' Δ = 13° 55' 57" L = 176.93' C = 176.49'	(41) R = 25.00' Δ = 61° 58' 25" L = 27.04' T = 15.01' C = 25.76'	(42) R = 352.09' Δ = 11° 24' 36" L = 70.12' C = 70.00'				

C CURVE DATA

(21) R = 782.58' Δ = 27°56' 25" L = 343.02' T = 175.00' C = 339.82'	(22) R = 357.00' Δ = 50° 55' 52" L = 378.65' T = 210.00' C = 362.01'	(48) R = 291.65' Δ = 30° 28' 17" L = 155.11' T = 79.43' C = 153.29'	(71) R = 268.85' Δ = 33° 21' 35" L = 153.70' T = 80.00' C = 151.49'
(72) R = 327.09' Δ = 34° 00' 00" L = 194.10' T = 100.00' C = 191.26'	(73) R = 269.85' Δ = 08° 21' 07" L = 39.92' T = 14.97' C = 39.90'	(74) R = 265.85' Δ = 26° 40' 28" L = 125.83' T = 63.97' C = 124.58'	

NOTES:

1. TOTAL ACREAGE OF SUBDIVISION 41.3076 ACRES
2. TOTAL LENGTH OF STREETS = 3939.42 LINEAR FEET
3. THERE WILL BE A 7-FOOT UTILITY EASEMENT ON ALL SIDES OF EVERY LOT
4. NO LOT WILL BE FURTHER SUBDIVIDED
5. ALL ROADS SHOWN HEREON WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION

LEGAL DESCRIPTION —

A certain tract of land situate within Section 14, Township 10 North, Range 7 East, N.M.P.M., Santa Fe County, New Mexico, and being more particularly described as follows:

BEGINNING at the Southwest corner of said tract, whence bears the West one-quarter (W¼) corner of Section 14, T10N, R7E, N.M.P.M. S 89° 59' 21" W, 2172.75 feet distant; thence, N 00° 01' 00" W, 261.02 feet to a point; thence along a curve to the left having a radius of 83.20 feet, a distance of 36.77 feet to a point; thence, N 20° 59' 21" E, 664.25 feet to a point; thence along a curve to the left having a radius of 25.00 feet, a distance of 35.14 feet to a point; thence, S 59° 33' 04" E, 55.50 feet to a point; thence, N 30° 26" 56" E, 260.00 feet to the Northwest corner; thence, S 59° 33' 04" E, 274.46 feet; thence, N 89° 59' 00" E, 260.00 feet; thence, N 59° 33' 04" E, 274.46 feet to a point; tsence, S 30° 28' 56" E, 265.13 feet to a point; thence along a curve to the right having a radius of 316.65 feet, a distance of 46.02 feet to a point of tangency; thence along a curve to the left, having a radius of 25.00 feet, a distance of 43.28 feet to a point; thence, N 21° 01' 21" W, 260.59 feet to a point; thence, N 89° 59' 00" E, 600.05 feet to the Northeast corner; thence, S 00° 01' 00" E, 937.05 feet to a point; thence, S 89° 59' 21" W, 111.67 feet; thence, S 00° 01' 00" E, 202.93 feet to the Southeast corner; thence, S 89° 59' 21" W, 1773.61 feet to the point and place of beginning, and containing 41.3076 acres, more or less.

The undersigned owners of the land hereon shown do hereby consent to the Subdivision of the land hereon shown and is with the free consent and in accordance with the desires of the undersigned owners and proprietors thereof and hereby grant the private road easement for the use of the lot owners, utility companies and the clients of the F. A. O. area.

BY: Walter E. White PRES, BLANCO AIR EST

STATE OF NEW MEXICO)
COUNTY OF) ss.

On this 16th day of February, 1987, the foregoing instrument was acknowledged by: Walter E. White

Notary Public — My Commission Expires: 4/1/87

LAND USE AND CODE ADMINISTRATOR'S CERTIFICATE

I, the undersigned County Land Use and Code Administrator for Santa Fe County, New Mexico, hereby certify that I have inspected the plats and plans of the Sundia Airpark Estates East Subdivision and have found them to be in accordance with the requirements of the Santa Fe County General Plan and Land Development Code.

Tony Wilson 18Feb1987
Land Use and Code Administrator

COUNTY DEVELOPMENT REVIEW COMMITTEE

Approved this 17 day of FEB, 1987, by the County Development Review Committee, Santa Fe County, New Mexico.

COUNTY COMMISSIONERS' CERTIFICATE

Approved and accepted this 16th day of February, 1987, by the Board of Commissioners, Santa Fe County, New Mexico.

CLERK AND RECORDER'S CERTIFICATE

STATE OF NEW MEXICO)
COUNTY OF) ss. 615,127

I hereby certify that this instrument was filed in my office at 9:47 o'clock on the 18 day of Feb., 1987, is duly recorded in Book 171, Page 010 - 011.

Virginia Montoya

APPROVED:

Mountain Bell Telephone and Telegraph Co. — Date 11/24/86

Central New Mexico Electric Coop., Inc. — Date

EMW - Gas Association — Date

SURVEYOR'S CERTIFICATE

I, Franklin E. Wilson, licensed under the laws of the State of New Mexico, do hereby certify that this plat was prepared by me or under my direction from notes of an actual survey, and is true and correct to the best of my knowledge and belief.

This certificate is executed at Albuquerque, New Mexico on this 20th day of February, 1987.

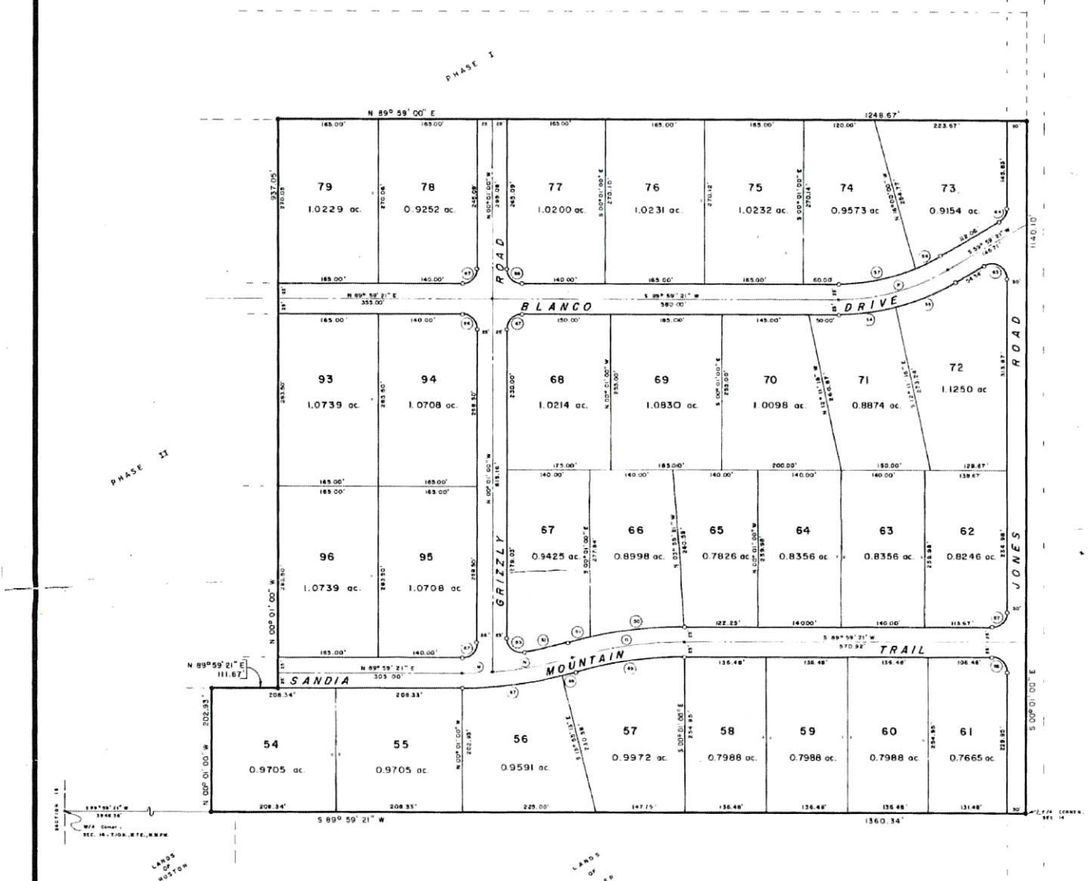
Franklin E. Wilson, New Mexico Licensed Surveyor No. 6446
SOUTHWEST SURVEYING CO., INC., 333 LOMAS N.E., ALBUQUERQUE, NEW MEXICO 87102
247-4444

SANDIA AIRPARK ESTATES EAST

171011

PHASE III

WITHIN SECTION 14, T.10N., R.7E., N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO



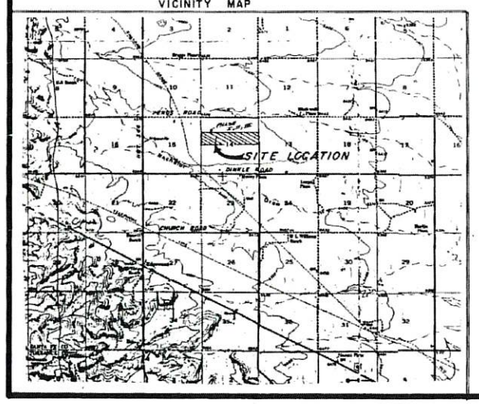
1" = 100'

LEGAL DESCRIPTION

A certain tract of land situate in Section 14, Township 10 North, Range 7 East, N.M.P.M., Santa Fe County, New Mexico, and being more particularly described as follows:

BEGINNING at the Southwest corner of said tract, whence bears the West one-quarter (W.¼) corner of Section 14, T10N, R7E, N.M.P.M., S 89° 59' 21" W, 3946.36 feet distant; thence, N 00° 01' 00" W, 202.03 feet to a point; thence, N 89° 59' 21" E, 111.67 feet to a point; thence, N 00° 01' 00" W, 937.05 feet to the Northwest corner; thence, N 89° 59' 00"E, 1248.67 feet to the Northeast corner; thence, S 00° 01' 00" E, 1140.10 feet to the Southeast corner; thence, S 89° 59' 21" W, 1360.34 feet to the point and place of beginning, and containing 33.2000 acres, more or less.

VICINITY MAP



CURVE DATA

(47) R = 705.70'	(48) R = 705.70'	(49) R = 655.70'	(50) R = 705.70'	
Δ = 13° 54' 36"	Δ = 01° 58' 50"	Δ = 15° 53' 24"	Δ = 12° 55' 00"	
L = 171.32'	L = 24.39'	L = 181.85'	L = 159.09'	
T = 86.08'	T = 91.91'			
C = 170.90'	C = 24.39'	C = 181.26'	C = 158.76'	
(51) R = 705.70'	(52) R = 655.70'	(53) R = 25.00'	(54) R = 398.21'	
Δ = 02° 58' 24"	Δ = 06° 46' 04"	Δ = 99° 07' 20"	Δ = 14° 09' 24"	
L = 36.62'	L = 77.45'	L = 43.25'	L = 98.39'	
		T = 29.33'		
C = 36.62'	C = 77.41'	C = 38.05'	C = 98.14'	
(55) R = 398.21'	(56) R = 348.21'	(57) R = 348.21'	(66) R = 25.00'	(67) R = 25.00'
Δ = 15° 50' 36"	Δ = 08° 03' 07"	Δ = 21° 56' 53"	Δ = 90° 00' 21"	Δ = 89° 59' 39"
L = 110.11'	L = 48.93'	L = 133.39'	L = 39.27'	L = 39.27'
			T = 25.00'	T = 25.00'
C = 109.76'	C = 48.89'	C = 132.57'	C = 35.36'	C = 35.35'

℄ CURVE DATA

(H) R = 680.70'	(N) R = 680.70'	(O) R = 680.70'	(P) R = 373.21'	
Δ = 04° 12' 44"	Δ = 11° 40' 40"	Δ = 15° 53' 24"	Δ = 30° 00' 00"	
L = 50.04'	L = 138.74'	L = 188.78'	L = 195.41'	
T = 25.03'	T = 69.61'	T = 95.00'	T = 100.00'	
C = 50.03'	C = 138.50'	C = 188.18'	C = 193.19'	

NOTES:

1. TOTAL ACREAGE OF SUBDIVISION 33.2000 ACRES
2. TOTAL LENGTH OF STREETS = 4580.90 LINEAR FEET
3. THERE WILL BE A 7-FOOT UTILITY EASEMENT ON ALL SIDES OF EVERY LOT
4. NO LOT WILL BE FURTHER SUBDIVIDED
5. ALL ROADS SHOWN HEREIN WILL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION

LAND USE AND CODE ADMINISTRATOR'S CERTIFICATE

I, the undersigned County Land Use and Code Administrator for Santa Fe County, New Mexico, hereby certify that I have inspected the plats and plans of the Sandia Airpark Estates East Subdivision and have found them to be in accordance with the requirements of the Santa Fe County General Plan and Land Development Code.

Tom Wilson 18 Feb 1987
Land Use and Code Administrator

COUNTY DEVELOPMENT REVIEW COMMITTEE

Approved this 17 day of Feb, 19 87, by the County Development Review Committee, Santa Fe County, New Mexico.

COUNTY COMMISSIONERS' CERTIFICATE

Approved and accepted this 16th day of February, 19 87, by the Board of Commissioners, Santa Fe County, New Mexico.

The undersigned owners of the land herein shown do hereby consent to the Subdivision as platted hereon and in accordance with the free consent and in accordance with the desires of the undersigned owners and proprietors. Grant of Easement: Grant the private road easement for the use of the lot owners, utility companies and the clients of the F. B. O. area.

BY: [illegible] PRES. SANDIA AIRPARK

STATE OF NEW MEXICO)
COUNTY OF) ss.

On this 16th day of February, 1987, the foregoing instrument was acknowledged by: [illegible]

Notary Public [illegible] My Commission Expires: 4/7/87

CLERK AND RECORDER'S CERTIFICATE

STATE OF NEW MEXICO)
COUNTY OF) ss.

615,127

I hereby certify that this instrument was filed in my office at 8:07 o'clock on the 18 day of Feb., 19 87, is duly recorded in Book 171, Page 010 - 011.

Virginia Vigil

APPROVED:

Mountain Bell Telephone and Telegraph Co. Date

Central New Mexico Electric Coop., Inc. Date

PNM - Gas Association Date

SURVEYOR'S CERTIFICATE

I, Franklin E. Wilson, licensed under the laws of the State of New Mexico, do hereby certify that this plat was prepared by me or under my direction from notes of an actual survey, and is true and correct to the best of my knowledge and belief.

This certificate is executed at Albuquerque, New Mexico on this 26th day of February, 1987.

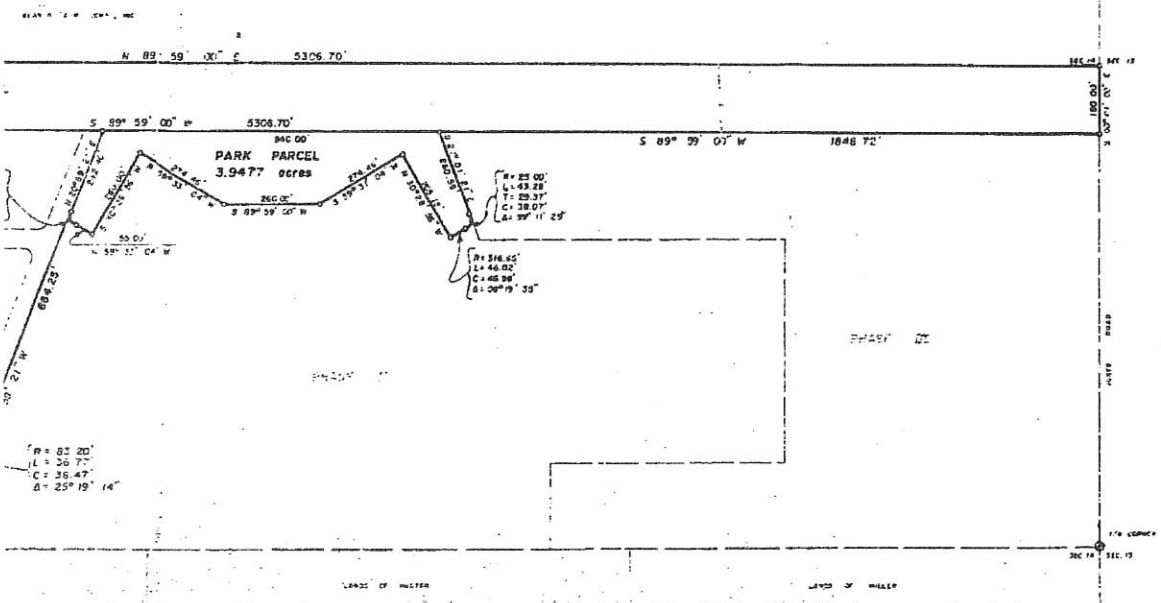
Franklin E. Wilson, New Mexico Licensed Surveyor No. 6466
SOUTHWEST SURVEYING CO., INC. 333 LOMAS N.E., ALBUQUERQUE, NEW MEXICO 87102
247-4444

PARK ESTATES EAST

161605

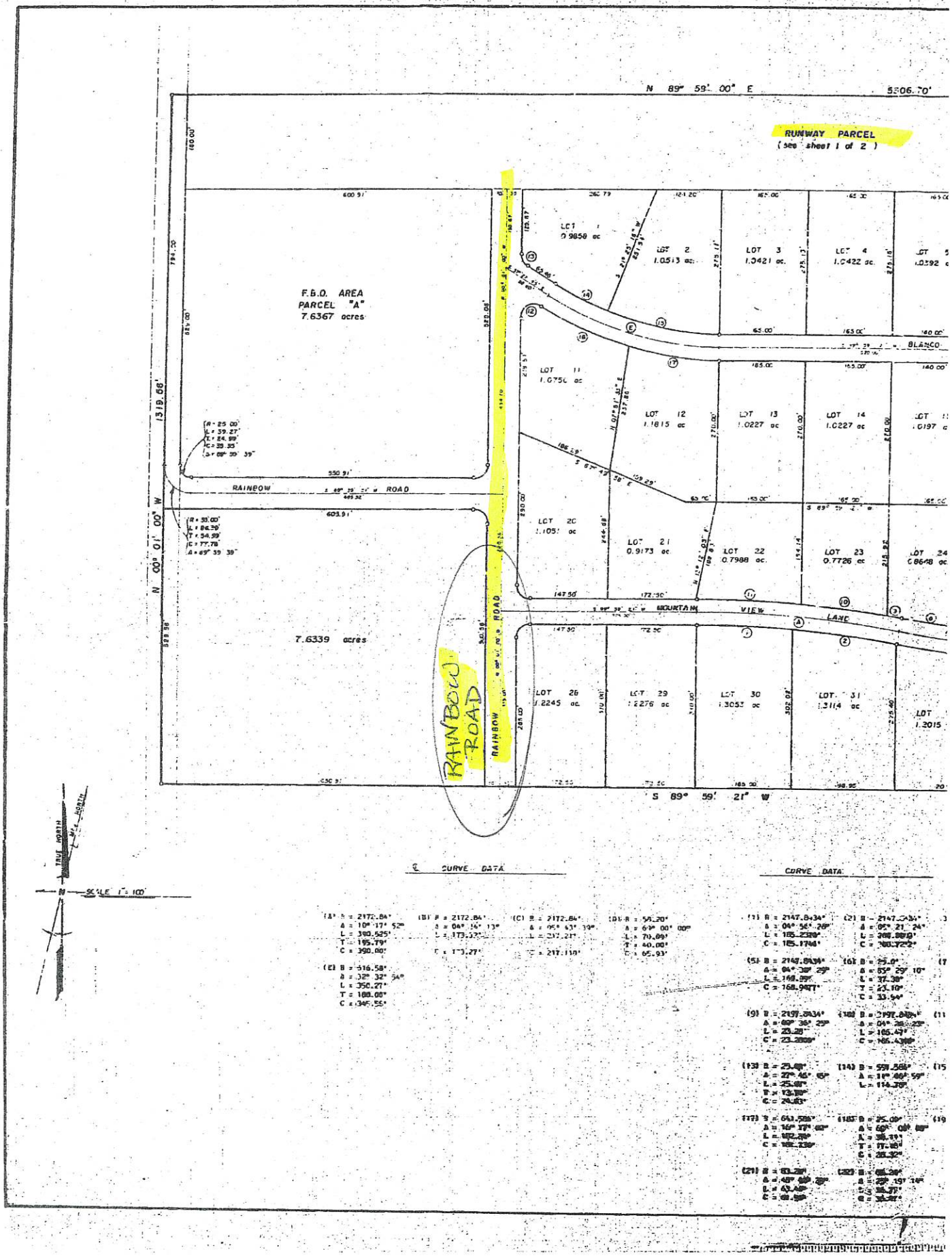
TION 14, TION, R7E, NMPM
E COUNTY, NEW MEXICO

Sheet 1 of 2



"ALL ROADS SHOWN HEREIN WILL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION"

PLAT BOOK 161/ pages 5-6



℄ CURVE DATA

(A) R = 2172.84'
Δ = 10° 17' 52"
L = 390.525'
T = 195.79'
C = 390.00'

(B) R = 2172.84'
Δ = 04° 16' 13"
L = 373.52'
T = 186.77'

(C) R = 2172.84'
Δ = 05° 41' 39"
L = 217.21'
T = 108.68'
C = 217.11'

(D) R = 58.20'
Δ = 69° 00' 00"
L = 70.09'
T = 40.00'
C = 65.93'

(E) R = 516.58'
Δ = 32° 32' 54"
L = 350.71'
T = 182.00'
C = 345.55'

CURVE DATA

(1) R = 2147.834'
Δ = 04° 56' 28"
L = 185.2389'
C = 185.1744'

(2) R = 2147.834'
Δ = 05° 21' 24"
L = 200.8919'
C = 200.7722'

(5) R = 2147.834'
Δ = 04° 38' 29"
L = 148.89'
C = 148.947'

(6) R = 25.0'
Δ = 85° 29' 10"
L = 37.30'
T = 23.10'
C = 33.94'

(9) R = 2197.834'
Δ = 00° 36' 25"
L = 23.28'
C = 23.2809'

(10) R = 2197.834'
Δ = 04° 28' 23"
L = 165.43'
C = 165.4388'

(13) R = 25.00'
Δ = 27° 45' 05"
L = 25.68'
T = 13.18'
C = 24.61'

(14) R = 559.586'
Δ = 11° 46' 59"
L = 114.70'

(17) R = 643.586'
Δ = 16° 37' 02"
L = 192.28'
C = 191.630'

(18) R = 25.00'
Δ = 69° 04' 08"
L = 30.14'
T = 17.18'
C = 28.32'

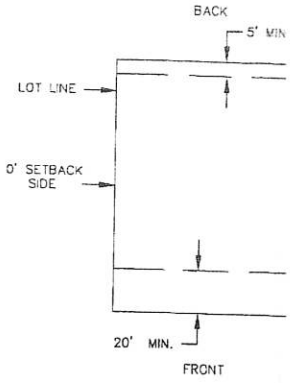
(21) R = 83.28'
Δ = 45° 00' 28"
L = 43.48'
C = 42.38'

(22) R = 25.00'
Δ = 29° 19' 16"
L = 25.72'
C = 25.47'

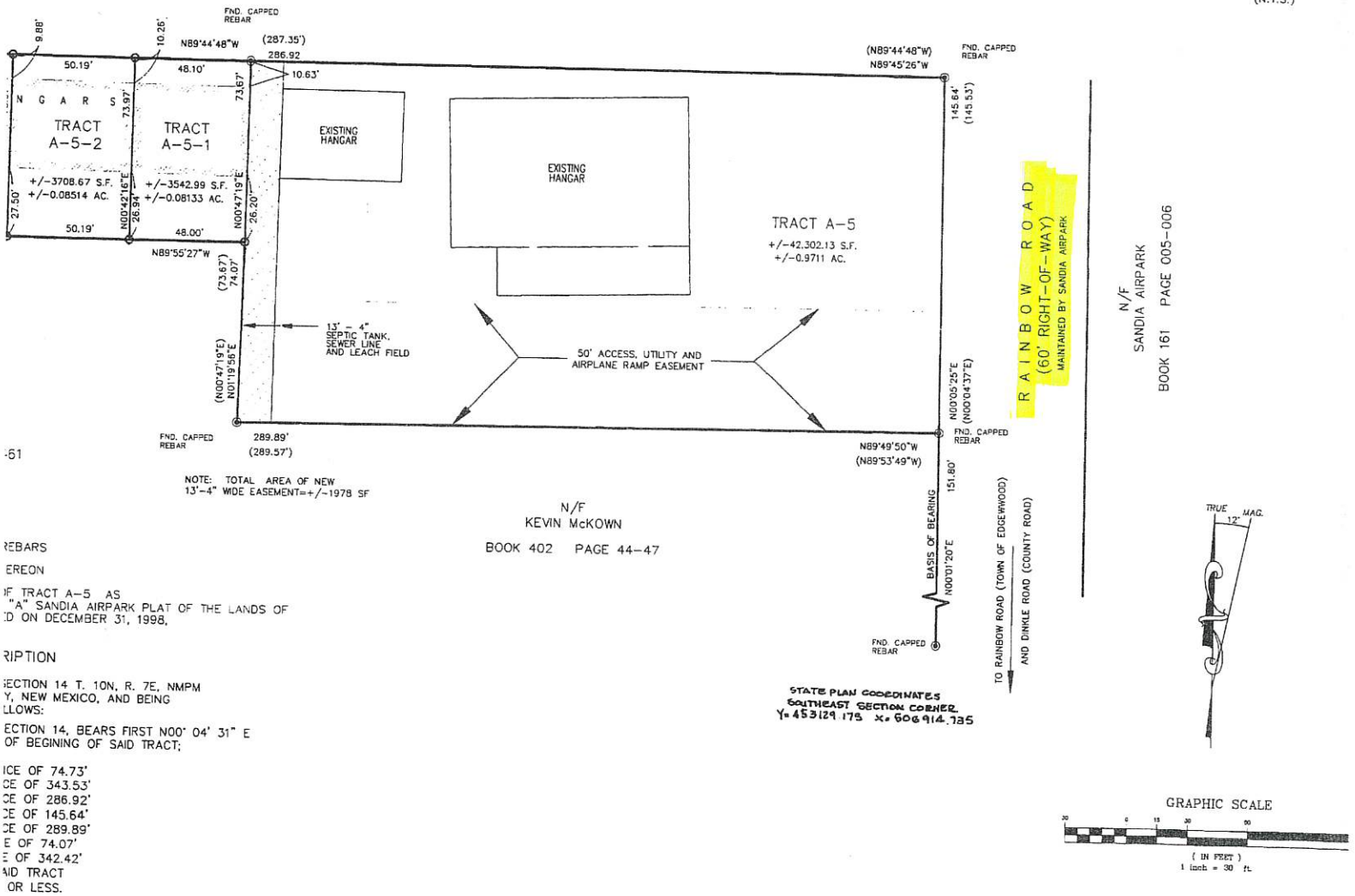
PROPOSED SUBDIVISION OF CT A-5 , LANDS OF JOHN & BARBARA COPAGE

WITHIN SECTION 14, T.10N., R.7E., N.M.P.M.

SANTA FE COUNTY, NEW MEXICO



TYPICAL SETBACKS D
FOR TRACTS A-5-1 THRU A-
(N.T.S.)



NOTE: TOTAL AREA OF NEW 13'-4" WIDE EASEMENT=+/-1978 SF

N/F
KEVIN McKOWN
BOOK 402 PAGE 44-47

STATE PLAN COORDINATES
SOUTHEAST SECTION CORNER
Y= 453129.175 X= 606914.735

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

-61

REBARS
EREON

F TRACT A-5 AS
"A" SANDIA AIRPARK PLAT OF THE LANDS OF
D ON DECEMBER 31, 1998.

RIPTION

ECTION 14 T. 10N, R. 7E, NMPM
Y, NEW MEXICO, AND BEING
LLOWS:

ECTION 14, BEARS FIRST N00° 04' 31" E
OF BEGINING OF SAID TRACT;

ICE OF 74.73'
CE OF 343.53'
CE OF 286.92'
CE OF 145.64'
CE OF 289.89'
E OF 74.07'
E OF 342.42'
AID TRACT
OR LESS.

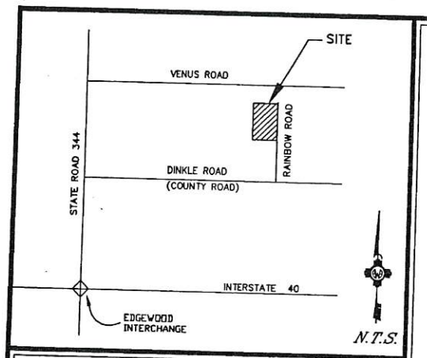
THE PURPOSE OF THIS SUBDIVISION IS TO CREAT
INDIVIDUAL AIRCRAFT HANGARS WITHIN TRACT A-

SHEET 2 OF 2

INDEXING INFORMATION FOR C
OWNER(S): JOHN AND BARBARA COPAGE
RECORDED DOCUMENT(S):
SECTION(S), TOWNSHIP(S), RANGE(S): SECTION 14,

EAST MOUNTAIN SURVEYING CO.
P.O. BOX 1607
MORIARTY, N.M. 87035
(505) 832-1731

Plat Book 525 / page 22



Vicinity Map

0402044

DEDICATION AND AFFIDAVIT:

KNOW ALL BY THESE PRESENTS: THAT THE UNDERSIGNED OWNERS OF THOSE LANDS LYING WITHIN THE COUNTY OF SANTA FE, N.M., CONTAINING 16.5159 ACRES MORE OR LESS, HAS CAUSED SAID PARCEL TO BE SUBDIVIDED AS SHOWN HEREON. ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.
ALL UTILITY EASEMENTS SHOWN HEREON ARE GRANTED TO THE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING SUCH PUBLIC OR PRIVATE UTILITIES AS ELECTRIC, POWER, TELEPHONE, DOMESTIC WATER, AND NATURAL GAS; THAT THE SAID EASEMENTS CARRY WITH THEM THE RIGHTS OF INGRESS AND EGRESS (BOTH SURFACE AND SUBSURFACE) FOR CREWS AND MACHINERY AND THE RIGHT TO TRIM OR REMOVE INTERFERING VEGETATION OR OBSTRUCTIONS BY AGENCIES RESPONSIBLE FOR SAID UTILITIES. THE OWNERS HEREBY GRANT TO UTILITY COMPANIES, EASEMENTS FOR EXISTING UTILITIES NOT SHOWN HEREON FOR THIS PURPOSE STIPULATED ABOVE. THE OWNERS ALSO GRANT EASEMENTS BETWEEN TRACTS A1, A2, AND A3; A4 AND A5; A6, A7 AND A8; AND IN TRACT A9 FOR THE PURPOSE OF AIRCRAFT, VEHICLES, UTILITIES AND PEDESTRIAN ACCESS.

OWNER(S)

Steve Woodard
SANDIA AIRPARK INC.
STEVE WOODARD, PRESIDENT

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
THE FOREGOING INSTRUMENT WAS DULY ACKNOWLEDGED BEFORE ME THIS
14TH DAY OF OCT 1998
BY: STEVE WOODARD
OFFICIAL SEAL CAROL R BRIN NOTARY PUBLIC STATE OF NEW MEXICO My commission expires
9/5/00 Carol R Brin
MY COMMISSION EXPIRES NOTARY PUBLIC

John F Copage
JOHN F. COPAGE

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
THE FOREGOING INSTRUMENT WAS DULY ACKNOWLEDGED BEFORE ME THIS
14 DAY OF OCT 1998
BY: JOHN F COPAGE
OFFICIAL SEAL CAROL R BRIN NOTARY PUBLIC STATE OF NEW MEXICO My commission expires
9/5/00 Carol R Brin
MY COMMISSION EXPIRES NOTARY PUBLIC

KEVIN McKOWN

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
THE FOREGOING INSTRUMENT WAS DULY ACKNOWLEDGED BEFORE ME THIS
14 DAY OF OCT 1998
BY: KEVIN McKown
OFFICIAL SEAL CAROL R BRIN NOTARY PUBLIC STATE OF NEW MEXICO My commission expires
9/5/00 Carol R Brin
MY COMMISSION EXPIRES NOTARY PUBLIC

John E Bradley
JOHN E. BRADLEY

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
THE FOREGOING INSTRUMENT WAS DULY ACKNOWLEDGED BEFORE ME THIS
14TH DAY OF OCT 1998
BY: JOHN E. BRADLEY
OFFICIAL SEAL CAROL R BRIN NOTARY PUBLIC STATE OF NEW MEXICO My commission expires
9/5/00 Carol R Brin
MY COMMISSION EXPIRES NOTARY PUBLIC

Barbara L Copage
BARBARA L. COPAGE

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
THE FOREGOING INSTRUMENT WAS DULY ACKNOWLEDGED BEFORE ME THIS
14 DAY OF OCT 1998
BY: Barbara L. Copage
OFFICIAL SEAL CAROL R BRIN NOTARY PUBLIC STATE OF NEW MEXICO My commission expires
9/5/00 Carol R Brin
MY COMMISSION EXPIRES NOTARY PUBLIC

Dennis Robinson
SANDIA AIRPARK EAST PROPERTY OWNERS ASSOC. (Pres.)
AS APPROVAL FOR VACATION OF 60' WIDE ACCESS EASEMENT

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
THE FOREGOING INSTRUMENT WAS DULY ACKNOWLEDGED BEFORE ME THIS
31ST DAY OF Oct. 1998
BY: Dennis Robinson
10/9/2000 Imogene Rathbun
MY COMMISSION EXPIRES NOTARY PUBLIC

SANTA FE COUNTY APPROVALS

APPROVED AT THE B.C.C. MEETING OF June 9, 1998

Thomas P. Trujillo — 12-29-98
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS — DATE

Rebecca Bustamante — 12-30-98
COUNTY CLERK TO ATTEST TO B.C.C. CHAIR'S SIGNATURE — DATE

12/29/98
CHAIRPERSON, COUNTY DEVELOPMENT REVIEW COMMISSION — DATE

12/17/98
COUNTY FIRE MARSHALL — DATE

for Larry Vermeulen — 12/21/98
COUNTY PUBLIC WORKS DIRECTOR — DATE

Penny Ellis-Green — 12/30/98
COUNTY LAND USE ADMINISTRATOR — DATE

98-5130
COUNTY DEVELOPMENT PERMIT NUMBER

UTILITY COMPANIES

Raymond Lee Edwards, P.E. — 10-15-98
EDGEWOOD WATER COMPANY, INC. — DATE
(FOR DOMESTIC AND FIRE PROTECTION)

10-15-98
THUNDER MOUNTAIN WATER COMPANY, INC. — DATE
(FOR FIRE PROTECTION ONLY)

Ronald Davis — 10-22-98
CENTRAL NEW MEXICO ELECTRIC CO-OP — DATE

10-21-98
U.S. WEST COMMUNICATIONS — DATE

10-22-98
M.W. CAS — DATE

COUNTY OF SANTA FE 1055-564
STATE OF NEW MEXICO
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 31 DAY OF Dec A.D. 1998 AT 8:44 O'CLOCK A.M., AND WAS DULY RECORDED IN BOOK 402 PAGE 44-44 OF THE RECORDS OF SANTA FE COUNTY.
WITNESS MY HAND AND SEAL OF OFFICE
BECKY BUSTAMANTE
COUNTY CLERK, SANTA FE COUNTY, NEW MEXICO
DEPUTY

SURVEYOR'S CERTIFICATE

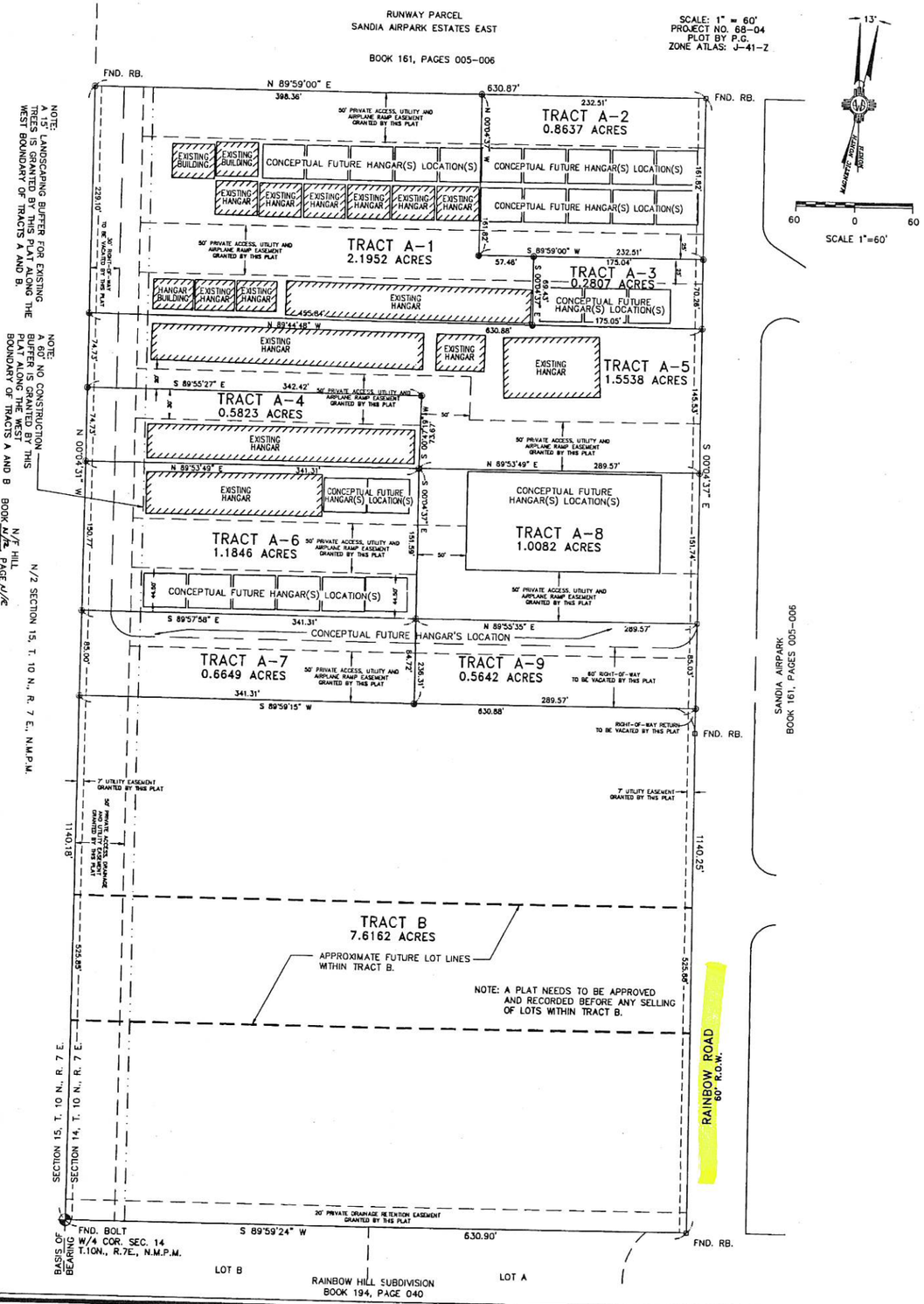
I, THOMAS W. PATRICK, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

Thomas W. Patrick — 12 November 1998
THOMAS W. PATRICK, N.M.P.S. NO. 12651 — DATE
TITLE AND INDEXING INFORMATION FOR THE COUNTY CLERK — SHEET 1 OF 2

VACATION OF EASEMENT BETWEEN TRACT "A" AND TRACT "B" (RAINBOW ROAD) AND SUBDIVISION OF TRACT "A" OF SANDIA AIRPARK ESTATES EAST PURPOSE TO CREATE 9 COMMERCIAL LOTS SITUATE WITHIN SECTION 14, T. 10 N., R. 7 E., N.M.P.M. SANTA FE COUNTY, NEW MEXICO

SOUTHWEST SURVEYING CO., INC.
333 LOMAS BLVD., N.E.
ALBUQUERQUE, NEW MEXICO
87102
PHONE: (505) 247-4444
FAX: (505) 242-8089

0402045



NOTES AND CONDITIONS

1. THE ORIGINAL PLAT OF PHASE I, SANDIA AIRPARK ESTATES EAST WAS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ON JANUARY 22, 1986 IN BOOK 161, PAGES 005-006. THE ORIGINAL PLAT OF PHASE II AND PHASE III, SANDIA AIRPARK ESTATES EAST WAS RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ON FEBRUARY 18, 1989 IN BOOK 171, PAGES 010-011.
2. THE TOTAL SITE AREA IS 16.5159 ACRES.
3. THERE IS A SEVEN FOOT (7') UTILITY EASEMENT RESERVED ALONG RAINBOW ROAD AND THE WEST BOUNDARY OF TRACTS A AND B.
4. A TOTAL OF NINETY-NINE (99) HANGARS ARE ALLOWED ON TRACTS A AND B.
5. BASIS OF BEARINGS PER THE PLAT OF PHASE I, SANDIA AIRPARK ESTATES EAST FILED JANUARY 22, 1986 IN BOOK 161, PAGES 005-006.
6. THERE IS A BLANKET EASEMENT BETWEEN TRACTS A1-A2-A3, A4-A5, A6-A7-A8, A9 FOR THE PURPOSE OF AIRCRAFT, UTILITY VEHICLES AND PEDESTRIAN ACCESS.
7. THESE TRACTS AS PLOTTED HEREON ARE SUBJECT TO THE TERRAIN MANAGEMENT REGULATIONS AS ADOPTED BY SANTA FE COUNTY. TERRAIN MANAGEMENT REGULATIONS (ARTICLE VII, SEC. 3.2 OF THE COUNTY DEVELOPMENT CODE) SHALL BE COMPLIED WITH AT THE TIME OF BUILDING PERMIT OR DEVELOPMENT PERMIT APPLICATION.
8. SANITARY SEWERS ARE NOT AVAILABLE TO SUBJECT TRACTS. ON SITE SANITARY DISPOSAL IS THE RESPONSIBILITY OF THE OWNER.
9. MAINTAINANCE OF AIRCRAFT TAXIWAYS AND EASEMENTS ARE THE RESPONSIBILITY OF EACH TRACT OWNER.
10. SANTA FE COUNTY APPROVAL OF THIS SURVEY PLAT DOES NOT CONSTITUTE APPROVAL FOR THE CONSTRUCTION OF AIRCRAFT TAXIWAYS OR ROADS ON EASEMENTS. PRIOR TO THE CONSTRUCTION OF TAXIWAYS OR ROADS, IT IS REQUIRED THAT A DEVELOPMENT PERMIT BE APPLIED FOR AND APPROVED BY THE SANTA FE COUNTY LAND USE DEPARTMENT.
11. PURSUANT TO THE SANTA FE COUNTY LAND DEVELOPMENT CODE, THE SOILS RATING ON THIS SUBDIVISION IS DESIGNATED AS BEING MODERATE REGARDING LIMITATIONS TO SEPTIC TANKS. POTENTIAL BUYERS/SELLERS OF THIS PROPERTY SHOULD INQUIRE WITH THE NEW MEXICO ENVIRONMENTAL DEPARTMENT WHETHER THESE SOILS ARE SUITABLE FOR A CONVENTIONAL SEPTIC SYSTEM OR IF AN ALTERNATE SYSTEM IS REQUIRED.
12. TRACT B REQUIRES THE APPROVAL OF SANTA FE COUNTY BEFORE FURTHER SUBDIVISION AND A DEVELOPMENT PLAN APPROVED BEFORE ANY SELLING OF LOTS OR BUILDINGS WITHIN.
13. THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE APPROVAL FOR ANY FURTHER DEVELOPMENT, INCLUDING BUILDING PERMITS
14. EXISTING NATURAL DRAINAGE WAYS WILL NOT BE MODIFIED OR IMPEDED WITHOUT THE WRITTEN APPROVAL OF THE LAND USE ADMINISTRATOR OR COUNTY HYDROLOGIST.
15. THE LANDS SHOWN HEREON LIE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE COUNTY OF SANTA FE.
16. THESE LOTS ARE SUBJECT TO SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AT THE TIME OF APPLICATION FOR BUILDING PERMIT.
17. INDIVIDUAL WATER WELLS ARE PROHIBITED ON SUBDIVISION TRACTS 'A' AND 'B'.
18. EXCEPT FOR THE PURPOSE OF SECURITY AND OPERATIONS, RESIDENTIAL DWELLING UNITS OR HOUSING ARE PROHIBITED ON SUBDIVISION TRACTS 'A' AND 'B'.
19. MAXIMUM BUILDING OR STRUCTURE COVERAGE OF TRACTS A-1 TO A-9 SHALL NOT EXCEED 50% OF THE TRACT AREA. MAXIMUM BUILDING HEIGHT MUST NOT EXCEED 24 FEET ABOVE THE PERIMETER OF THE BUILDING OR NATURAL GROUND.
20. THE SUBDIVISION DISCLOSURE STATEMENT REGARDING THESE TRACTS IS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED IN BOOK 1585 PAGE(S) 691-693 AS DOCUMENT No. 1055506
21. THESE TRACTS ARE SUBJECT TO UTILIZING THE EDGEWOOD WATER INC. SYSTEM FOR DOMESTIC AND FIRE PROTECTION USE AND THE THUNDER MOUNTAIN WATER COMPANY FOR FIRE PROTECTION NEEDED FOR COMMERCIAL USE.
22. WATER USE ON THESE TRACTS IS RESTRICTED BY COVENANTS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDED IN BOOK 1585 PAGE(S) 664-669 AS DOCUMENT No. 1055505
23. LANDS SHOWN HEREON LIE OUTSIDE THE 100-YEAR FLOODPLAIN IN ZONE X ACCORDING TO THE FEDERAL FLOOD INSURANCE RATE MAP PANEL NO. 350069 0525 B, EFFECTIVE DATE NOVEMBER 4, 1988.
24. AS THIS TRACT(S) IS FURTHER DEVELOPED, THE FIRE MARSHALL RESERVES THE RIGHT TO REQUIRE ADDITIONAL HYDRANTS OR OTHER FIRE MEASURES AS APPROPRIATE.

LEGAL DESCRIPTION - TRACT A

A CERTAIN TRACT OF LAND, BEING AND COMPRISING TRACT A, PHASE I, SANDIA AIRPARK ESTATES EAST, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ON JANUARY 22, 1986 IN BOOK 161, PAGES 005-006, SITUATE WITHIN SECTION 14, T. 10 N., R. 7 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

LEGAL DESCRIPTION - TRACT B

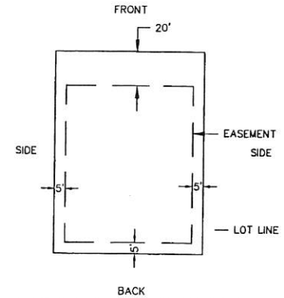
A CERTAIN TRACT OF LAND, BEING AND COMPRISING TRACT B, PHASE I, SANDIA AIRPARK ESTATES EAST, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT THEREOF, FILED IN THE OFFICE OF THE COUNTY CLERK OF SANTA FE COUNTY, NEW MEXICO ON JANUARY 22, 1986 IN BOOK 161, PAGES 005-006, SITUATE WITHIN SECTION 14, T. 10 N., R. 7 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO.

NOTES AND CONDITIONS CON'T

24. DAMAGED OR DEAD VEGETATION LOCATED ON THE WEST LANDSCAPE BUFFER STRIP SHALL BE REPAIRED OR REPLACED TO MEET THE ORIGINAL MASTER PLAN REQUIREMENTS. ANY TREE OR VEGETATION WHICH DIES OR IS DAMAGED SHALL BE REPLACED PROMPTLY.
25. THE EXISTING DETENTION POND LOCATED IN TRACT B SHALL BE MAINTAINED TO HANDLE STORM WATER DISCHARGE FROM TRACTS A AND B TO PRE-DEVELOPMENT CONDITIONS. NEW TRACTS WITHIN THE SUBDIVISION OF TRACT A MUST CONSTRUCT THEIR OWN DETENTION POND TO REDUCE THE CAPACITY OF THE EXISTING POND IN TRACT B.
26. DEVELOPMENT PLAN FOR EACH NEW TRACT IN THE SUBDIVISION OF TRACT A IS TO BE ADMINISTRATIVE REVIEWED AND APPROVED UNLESS THE PROPOSED DEVELOPMENT GENERATES 50 OR MORE TRAFFIC TRIPS IN THE PEAK DIRECTION DURING PEAK HOUR.

LEGEND

- FOUND MONUMENT
- POINT TO BE SET
- FND. BOLT W/4 COR. SEC. 14 T.10N., R.7E., N.M.P.M.



TYPICAL SETBACKS DETAIL
(N.T.S.)

DISCLOSURE STATEMENT

THE PURPOSE OF THIS SUBDIVISION PLAT IS TO CREATE 9 TRACTS WITHIN TRACT "A", TO GRANT EASEMENTS AS SHOWN HEREON, AND TO VACATE THE RIGHTS-OF-WAY ADJACENT TO THE SOUTH AND WEST BOUNDARIES OF TRACT "A".

THE MASTER PLAN OF THIS PROJECT IS RECORDED IN BOOK 354, PAGE 43, 44 OF THE SANTA FE COUNTY CLERK'S RECORDS.

THE MASTER PLAN ALLOWS NINETY-NINE (99) HANGARS IN TRACTS "A" AND "B", AND THE FOLLOWING COMMERCIAL USES IN TRACTS "A" AND "B":

APPROVED LIST OF BUSINESS USES:
RESTAURANT
BED & BREAKFAST
AIRPORT FBO (FIXED BASE OPERATIONS)
AIRCRAFT MAINTENANCE SHOP
AIRCRAFT PAINT/BODY SHOP
AIRCRAFT ACCESSORIES STORE
SMALL-SCALE AIRCRAFT MANUFACTURING
FLIGHT SCHOOL
OTHER VOCATIONAL SCHOOLS
CONVENIENCE STORE
AUTO SERVICE/GAS AND REPAIR STATION
REAL ESTATE OFFICE
OTHER OFFICES
VEHICLE STORAGE
SHOPPING CENTERS

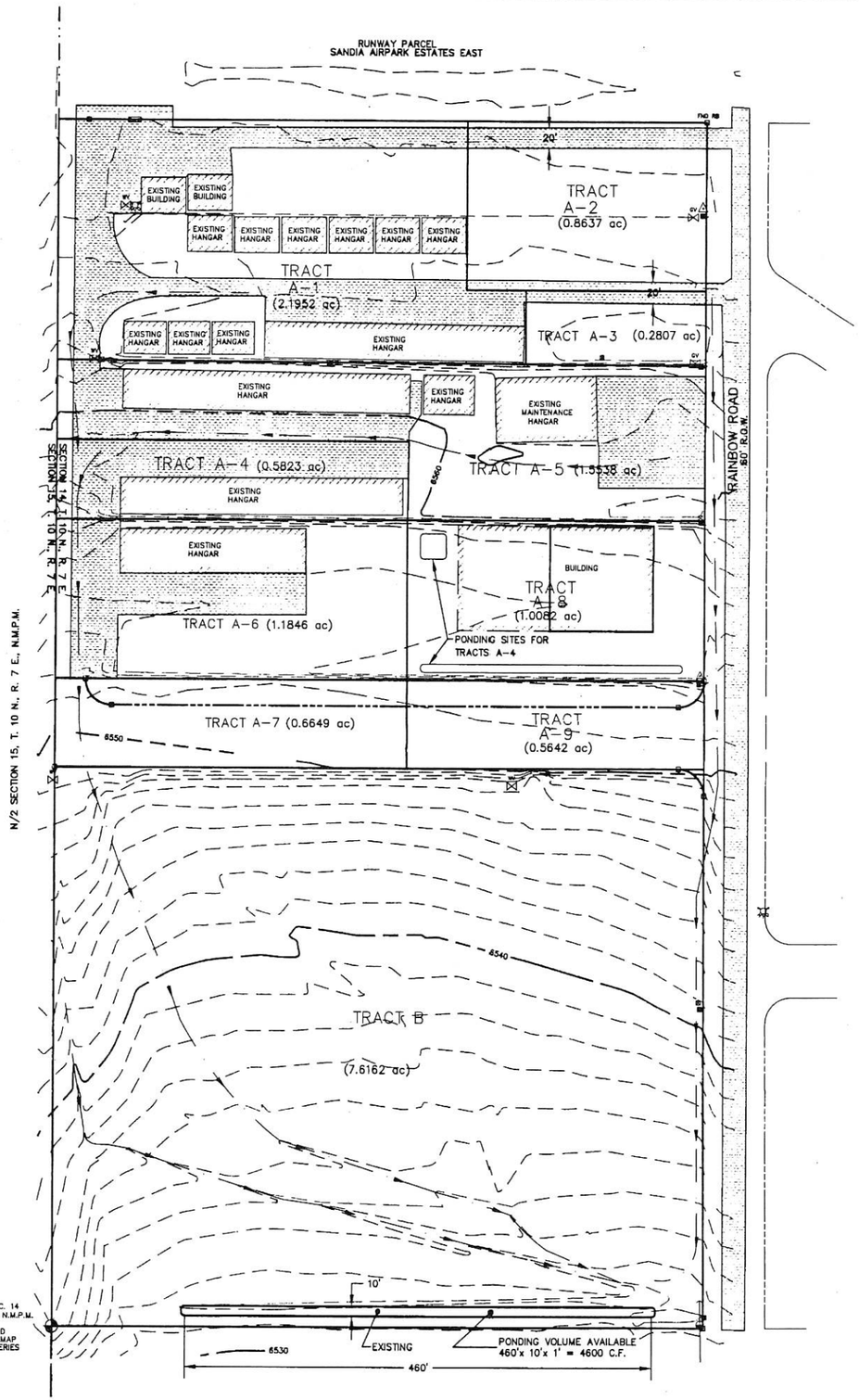
SOUTHWEST SURVEYING CO., INC.
333 LOMAS BLVD., N.E.
ALBUQUERQUE, NEW MEXICO
87102
PHONE: (505) 998-0303
FAX: (505) 998-0306

SHEET 2 OF 2 T10N R7E SEC. 14

TITLE AND INDEXING INFORMATION FOR COUNTY CLERK

VACATION OF RIGHTS-OF-WAY ADJACENT TO TRACT "A" AND SUBDIVISION OF TRACT "A" OF SANDIA AIRPARK ESTATES EAST PURPOSE TO CREATE 9 COMMERCIAL LOTS

SITUATE WITHIN SECTION 14, T. 10 N., R. 7 E., N.M.P.M.
SANTA FE COUNTY, NEW MEXICO



SITE: 586866.00 SF (13.473 AC)

TIME OF CONCENTRATION: <= 10.0 MIN
UNIT DISCHARGE: 2.3 CFS/AC-IN
100-YR RAINFALL: 3.8 IN

		PREDEVELOPMENT			POST DEVELOPMENT		
	CN	SF	%	CN	SF	%	CN
UNDISTURBED:	80	586866.00	100.00	80.00	502310.00	85.59	68.47
ROOF:	95		0.00	0.00	21213.00	3.61	3.43
DRIVEWAY:	85		0.00	0.00	63343.00	10.79	9.17
WEIGHTED CN:				80.00			81.08

RUNOFF:	1.88 IN	1.96 IN
PEAK:	58.181 CFS	60.761 CFS
VOLUME:	2.1080 AC-FT	2.2015 AC-FT
VOLUME:	91824 CF	95896 CF

RETAINAGE NEEDED: 4072 CF
AVAILABLE: 4600 CF
METHOD: RENTENTION PONDING

NOTES:

1. DRAINAGE COURSES AND PONDING AREAS SHOWN ARE IN ITS EXISTING CONDITIONS. A DEVELOPEMENT PLAN MUST BE SUBMITTED AND APPROVED BY THE SANTA FE COUNTY LAND USE IN ORDER TO REVISE DRAINAGE CONDITIONS TO ACCOMODATE FURTHER DEVELOPEMENT OF TRACTS A1 TO A9 AND TRACT B.
2. PER THE APPROVED AND THE RECORDED PLAT, ALL EXISTING DRAINAGE COURSES WILL REMAIN UNOBSTRUCTED AND CLEAR FOR STORM DRAINAGE FLOW BETWEEN TRACTS.
3. PER THE RECORDED PLAT, A DEVELOPEMENT PLAN WILL BE APPROVED BY SANTA FE COUNTY LAND USE BEFORE ANY FURTHER GRADING OR BUILDING.
4. A LANDSCAPING PLAN WITH LOCATION OF TREES WILL BE APPROVED BY THE SANTA FE COUNTY LAND USE IN COORDINATION WITH PONDING AREAS AND CLEAR OF AIRCRAFT PATHS AND TAXIWAYS.

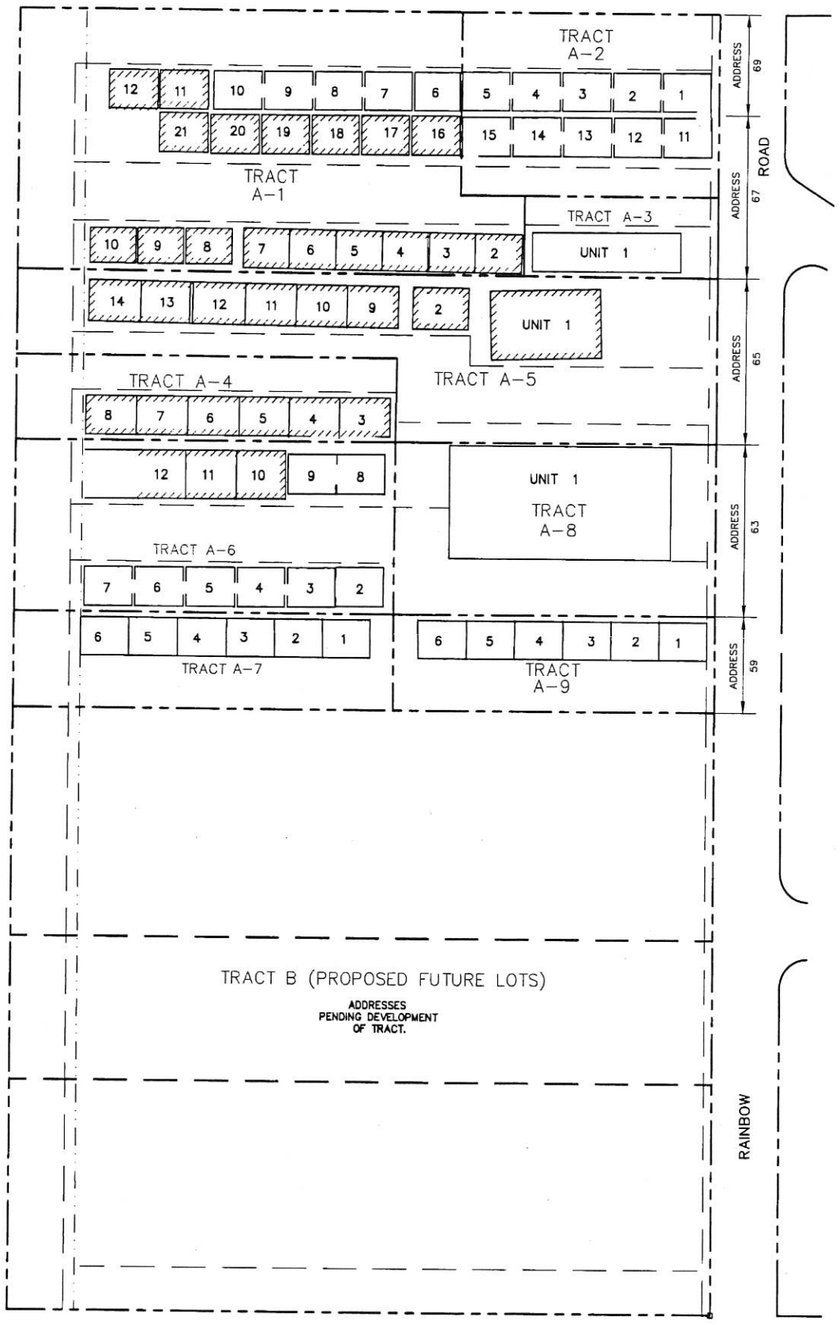
LEGEND
- ⊠ = ELEC. BOX
- △ = METER BOX
- ⋕ = FIRE HYDRANT
- GM = GAS METER
- ◑ = POWER POLE
- GV = GAS VALVE
- ▪ = TELEPHONE RISER
- ▫ = TRANSFORMER
- ▫ = WATER METER
- WV = WATER VALVE
- = EXISTING PAVEMENT

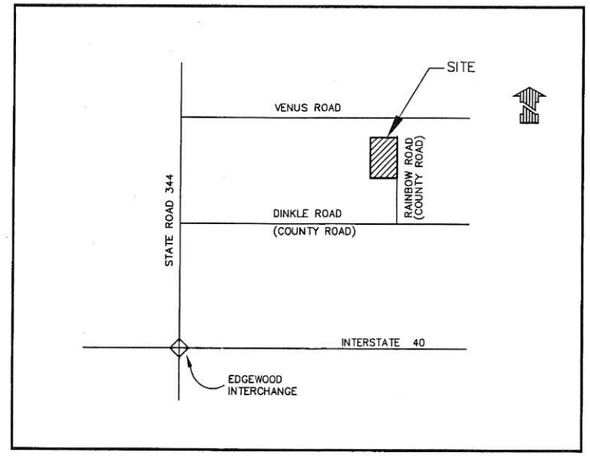
SCALE: 1"= 60'

ENGINEER'S SEAL

PROJECT ID: M571	PROJECT NAME: SANDIA AIRPARK			EDGEWOOD, NEW MEXICO	
DRAWING TITLE: TOPOGRAPHIC MAP AND DRAINAGE PLAN					
GONZALEZ, O'REILLY + ASSOCIATES, INC. Consulting Engineers • Civil • Structural 326 Grant Avenue, Santa Fe, New Mexico 87501 • (505) 983-6047 Fax (505) 988-3349					
DRAWING ID: M571TOPO	DRAWING DATE: 11-19-98	DRAWING SCALE: 1"= 60'	MAP ID: N/A	SHEET: 1 OF: 1	

RUNWAY PARCEL
SANDIA AIRPARK ESTATES EAST





VICINITY MAP
NOT TO SCALE

LEGEND

EXISTING UNITS

PROPOSED UNITS

TRACT A-9 SUBDIVISION LOTS

SCALE: 1"=60'

Field Verified by Frank Kleinman 4/9/98

SANDIA AIRPARK COMMERCIAL SITE
RURAL ADDRESS MAP

M:\STRUPRL.DWG

COUNTY OF SANTA FE } WARRANTY DE
STATE OF NEW MEXICO } ss PAGES: 1

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 2ND Day Of May, A.D., 2018 at 09:09:47 AM
And Was Duly Recorded as Instrument # 1856517
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Offic
Geraldine Salaz

Deputy - KVAUGHN County Clerk, Santa Fe, NM

1856517 05/02/18 SFC

Return To:
Fidelity National Title Insurance Company
8500 Menaul Blvd NE, Suite B-150
Albuquerque, NM 87112

GF No.: SP000039636

WARRANTY DEED

Jennifer Dicecco, a married woman as her sole and separate property

for consideration paid, grant to

Jerry D. Powers, a single man

whose address is 73 King Farm Rd, Moriarty, NM 87035

the following described real estate in Santa Fe County, New Mexico:

Lot 5 of the Sandia Airpark Estates East, Phase 1, as shown on plat of survey filed in the office of the County Clerk, Santa Fe County, New Mexico on January 22, 1986 in Plat Book 161, pages 005- 006 as Document No. 584,539.

with warranty covenants.

SUBJECT TO Patent, reservations, restrictions, and easements of record and to taxes for the year 2018, and subsequent years.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 4/27/18

Jennifer Dicecco

State of NEW MEXICO
County of Bernalillo

This instrument was acknowledged before me on this 27th day of April, 2018 by Jennifer Dicecco, a married woman as her sole and separate property.

Notary Public
My Commission Expires: 9-13-2019

[SEAL]

OFFICIAL SEAL
Candy Villane
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-13-2019

e-Recorded 1969493 10/22/21 SFC

Return To:
Fidelity National Title Insurance Company
8500 Menaul Blvd NE, Suite B-150
Albuquerque, NM 87112

GF No.: SP000119771

WARRANTY DEED

Gannett Management Group LLC, a Delaware limited liability company

for consideration paid, grant to

Jerry D Powers, an unmarried man

whose address is 15 Blanco Dr, Edgewood, NM 87015

the following described real estate in Santa Fe County, New Mexico:

Lot 33, Sandia Airpark Estates East, Phase I, as shown on plat filed in the Office of the County Clerk, Santa Fe County, New Mexico, on January 22, 1986, in Plat Book 161, Pages 005-006, as Document No. 584,539.

with warranty covenants.

SUBJECT TO Patent, reservations, restrictions, and easements of record and to taxes for the year 2021, and subsequent years.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: October 20, 2021

Gannett Management Group LLC, a Delaware limited liability company

BY: _____
Quinn T. Bilodeau
authorized signer

State of WYOMING
County of Park

This instrument was acknowledged before me on this 20 day of October, 2021, by Quinn T. Bilodeau as authorized signer for Gannett Management Group LLC, a Delaware limited liability company.

_____
Notary Public
My Commission Expires: 09/30/2024

[SEAL]

CINDY HART
Notary Public - Wyoming
Park County
My Commission Expires Sep 30, 2024

COUNTY CLERK KATHARINE E. CLARK SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE }	WARRANTY DEED
STATE OF NEW MEXICO } ss	PAGES: 1

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 22ND Day Of October, A.D., 2021 at 01:47:12 PM
And Was Duly Recorded as Instrument # 1969493
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy - EQUINTANA — County Clerk, Santa Fe, NM

COUNTY OF SANTA FE } WARRANTY DEED
STATE OF NEW MEXICO } ss PAGES: 1

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 28TH Day Of October, A.D., 2022 at 02:15:42 PM
And Was Duly Recorded as Instrument # 2000449
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy - AJBACA County Clerk, Santa Fe, NM

e-Recorded 2000449 10/28/22 SFC

Return To:
Fidelity National Title of New Mexico Inc.
8500 Menaul Blvd. NE, Suite B-150
Albuquerque, NM 87112

GF No.: SP000139969

WARRANTY DEED

Monique Jean Stowers, a widow and as personal representative for the Estate of Craig F. Stowers, deceased

for consideration paid, grant to

Jerry Powers, an unmarried man

whose address is 15 Blanco Dr, Edgewood, NM 87015

the following described real estate in Santa Fe County, New Mexico:

Lots numbered 58 and 59 of Sandia Airpark Estates East, Phase III, a subdivision within Section 14, Township 10 North, Range 7 East, N.M.P.M., Santa Fe County, being the same as shown and designated on the Plat of said Subdivision, filed in the Office of the County Clerk of Santa Fe County, New Mexico, on February 18, 1987, in Plat Book 171, Pages 010 and 011.

with warranty covenants.

SUBJECT TO Patent, reservations, restrictions, and easements of record and to taxes for the year 2022, and subsequent years.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: October 28, 2022

Monique Jean Stowers, individually and as personal representative for the Estate of Craig F. Stowers, deceased

State of NEW MEXICO
County of BERNALILLO

This instrument was acknowledged before me on this 28th day of October, 2022, by Monique Jean Stowers individually and as personal representative for the estate of Craig F. Stowers deceased

Kim Ann Mathson
Notary Public
My Commission Expires: 4.21.2026

[SEAL]

STATE OF NEW MEXICO
NOTARY PUBLIC
Kim Ann Mathson
Commission No. 1043587
April 21, 2026

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BYLAWS
PAGES: 4

I Hereby Certify That This Instrument Was Filed for
Record On The 12TH Day Of December, 2018 at 02:02:32 PM
And Was Duly Recorded as Instrument # 1874834
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Veronica Duran County Clerk, Santa Fe, NM

proposed November 1992
amended January 1993
amended October 1995
amended September 2016
amended July 2018
amended December 2018



SANDIA AIRPARK ESTATES PROPERTY OWNERS ASSOCIATION

BYLAWS

AMENDED

The amended Bylaws contained herein supersede Bylaws dated November 1992, amended January 1993, amended October 1995, amended September 2016, amended July 2018, and any previous Bylaws.

In compliance with the requirements of Section 53-8-1, et seq., N.M.S.A. 1978, the Non-Profit Corporation named herein, SANDIA AIRPARK ESTATES PROPERTY OWNERS ASSOCIATION, adopts the following Bylaws for such Non-Profit Corporation:

I. **PURPOSE:** The general purpose of these Bylaws and of this corporation is to manage the common areas of Sandia Airpark Estate and to enhance and further the enjoyment of the property owners in the use of the common areas and facilities, as well as their own properties. Enforcement of the rights of the association against any member violating the Restrictive Covenants shall be considered a duty of the corporation.

The Association is organized exclusively for charitable, religious, education, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

II. **MEMBERSHIP:** Every Person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract purchasers, shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

III. **ANNUAL MEMBERSHIP DUES:** All residents and lot owners of Sandia Airpark Estates will pay annual dues. The annual dues cover the period October 1 to September 30.

USE OF MEMBERSHIP DUES: All dues collected will be deposited in a SAEPOA bank account. The money will be used for SAEPOA operation. Upon dissolution any assets of SAEPOA will be dedicated to a public body or conveyed to a non-profit organization with similar purposes. (See paragraph on Dissolution)

COLLECTION OF MEMBERSHIP DUES: All membership dues will be due and payable to the SAEPOA by October 30 of every year. All members are responsible for being current on all fees.

DUES ADJUSTMENT: Membership dues will be reviewed by SAEPOA each year and any adjustment will be made prior to October 1. Any changes will become effective immediately. Annual dues may not increase more than 10% in any one year without approval of two-thirds (2/3) of the SAEPOA members in good standing.

IV. **ASSESMENTS:** The Association may fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration of Covenants; to pay all expenses in connection therewith and all office and other expenses incident to the

2018 DEC 12 02:02:32 PM 1874834 BK 3855 PG 0269 1 of 4

conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

SPECIAL ASSESSMENT FEES: In addition to the annual membership dues, the SAEPOA may levy a special assessment for the cost of any major construction, reconstruction, repair or replacement of a capital improvement upon the common areas, provided that any assessment shall have the assent of two-thirds (2/3) of the voting membership. A schedule of payment will be outlined for each special assessment.

UNIFORM RATE OF ASSESSMENT: Special assessment fees must be fixed at a uniform rate for all the originally platted ninety-nine (99) lots.

NON-PAYMENT OF SPECIAL ASSESSMENT FEES: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The SAEPOA may bring an action at law against the owner personally obligated to pay the same, or impose a lien against the property. No owner may waive or otherwise escape liability for assessment due to non-use of the common areas or abandonment of his lot. Attorney's fees and court costs incurred in the collection of fees shall be paid by the owner. No sale or transfer shall relieve such owners from liability for any fees or assessment due at the time of the sale or transfer. Liens for special assessments, fees or dues shall be subordinate to any first mortgage.

V. **MEETINGS:** The ANNUAL MEETING will be held in October. Other meetings will be held quarterly or can be called by an officer of the SAEPOA. Written notification for the meetings will be given to each member. A written copy of the Minutes of each meeting will be given to each member.

VI. **VOTING RIGHTS:** Each member will be allowed one (1) vote for each lot owned. If a member's annual association fees, membership dues or assessment account are not current that member will forfeit his/her right to vote. The total vote count will be ninety-nine (99).

The Association shall have one class of voting membership:

Members shall all be Owners and shall be entitled to one vote for each Lot owned. When more than one person holds interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

VOTING PROCEDURES: Except for annual dues and assessments, which require a two-thirds (2/3) majority, a simple majority of the members present at a meeting will pass a measure. Balloting by mail will be optional except for special assessments and major document changes. A member's failure to return his/her ballot to the President within the specified time limit will constitute a non-interest in voting. A two-thirds (2/3) majority will be based on the number of written votes received. Therefore all members are encouraged to vote on all issues.

VII. **OFFICERS AND COMMITEES:** The SAEPOA will hold elections at the Annual Meeting. The offices of President, Vice-President, Secretary, and Treasurer, as well as the Architectural Control Committee and Maintenance Committee, will be elected at this time. All Officers and Committee Members must be members in good standing of SAEPOA.

The affairs of the Association shall be managed by a Board of Directors elected biennially [President, Vice President, Secretary, and Treasurer]. The positions of President and Treasurer shall be elected on even years; the positions of Vice-President and Secretary shall be elected on odd years. The number of directors may be changed by amendment of the Bylaws of the Association.

DUTIES OF OFFICERS AND COMMITEES: Officers and committees will be elected at the Annual Meeting. The newly elected Officers shall assume their duties at the January meeting following their election. Newly elected officers shall attend the intervening Executive Council meetings to become familiar with current SAEPOA business. In case of a vacancy in any office, such vacancy shall be filled by election by the SAEPOA for the

SEC CLERK RECORDED 12/15/2015

remainder of the year. Any officer, other than the President, may occupy two (2) offices concurrently if the SAEPOA so directs. No officer or committee member may receive compensation for performance of the regular duties of his/her office. Any officer may co-sign checks.

The **PRESIDENT** shall preside over all meetings of the SAEPOA. He/she shall have the authority to sign contracts on behalf of the corporation when authorized by the SAEPOA. He/she shall act as a liaison between the owner of Sandia Airpark Inc. and the SAEPOA.

The **VICE-PRESIDENT** shall exercise all authority of the President in the event he/she cannot attend the meetings or fulfill his/her duties.

The **SECRETARY** shall attend all meetings of the SAEPOA and shall prepare minutes of all such meetings. He/she shall keep a record of the names, addresses and telephone numbers of all members and shall give written notice of meetings and conduct such correspondence as may be required.

The **TREASURER** shall receive all assessments, and other funds received by SAEPOA, and deposit the same. He/she shall keep a record of the income and expenditures and render a written report annually to the members and at other times when required by the SAEPOA, and file annual required tax returns.

The **ARCHITECTURAL CONTROL COMMITTEE** (three (3) SAEPOA members) shall review and make suggestions on the submission of plans for construction, exterior modification, and additions to any structure in Sandia Airpark Estates. Approval shall be based on compliance with the Restrictive Covenants for Sandia Airpark Estates.

The **MAINTENANCE ADVISORY COMMITTEE** (three (3) SAEPOA members) shall monitor the condition of the roads, taxiways, ramps, and runway. The members shall meet with Sandia Airpark Inc. and make recommendations regarding the commercial property, and shall make and implement plans to maintain the common property within the estates.

The **COVENANT ENFORCEMENT COMMITTEE** (three (3) SAEPOA members) shall review any Restrictive Covenant violation(s) reported and follow the steps outlined in the Covenant Enforcement Policy in order to rectify the violations(s). This does not in any way limit the right of any Lot owner to enforce the covenants.

VIII. **ADDITIONAL POWERS OF THE ASSOCIATION:** The SAEPOA shall have the right to

1) Make rules and regulations concerning speed limits, parking, trespassing, and pollution;
2) Limit and regulate the size, type, subject matter, location, and elimination of signs within the property;
3) Provide guard service;
4) Limit and control access to Sandia Airpark Estates, including the right to prohibit access at various locations and hours, and to require identification permits for access to the property;
5) Regulate the use of the common areas and any facilities in the common areas, to charge fees for the use of such facilities, and to make regulations concerning the conduct of persons within the properties;
6) Make any rules or regulations as deemed necessary to promote recreation, health, safety, welfare and protection of the residents, property, and environment.

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in the article. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Association shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under the section

BOOK 5 PAGE 1 12/12/2019

501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

The Association may acquire (by gift, purchase, or other means), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

DISCRIMINATION: Nothing herein shall allow the SAEPOA to discriminate in favor of or against any political party or political candidate, nor to discriminate in favor of or against any person because of his/her sex, race, creed, color, national origin, or religion.

DURATION: The Corporation shall exist perpetually.

DISSOLUTION: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

COMPATIBILITY WITH COVENANTS: These Bylaws are intended to supplement and be consistent with the Restrictive Covenants. In the event of any inconsistency between any Bylaws of the SAEPOA and the Restrictive Covenants, the terms of the Covenants apply.

201812121 SEC $25.00 BEEK 0145 PG 015

WITNESS MY signature this 12th day of December, 2018:

Karen Davisson

Karen Davisson, Secretary
Sandia Airpark Estates Property Owners Association

State of New Mexico)
)
County of Santa Fe)

The foregoing Corporation Bylaws, amended December 2018, was acknowledged before me this 12 day of December, 2018 by Karen Davisson, Secretary of Sandia Airpark Estates Property Owners Association.

OFFICIAL SEAL
ESTRELLA MARTINEZ
Notary Public
State of New Mexico
My Comm. Expires 5/14/18

Estrella Martinez

Notary Public

amended November 1992
amended January 1993
amended October 1995
amended July 2018
amended December 2018
amended August 2019

SANDIA AIRPARK ESTATES PROPERTY OWNERS ASSOCIATION

DECLARATION OF RESTRICTIVE COVENANTS

AMENDED

SFC CLERK RECORDED 09/30/2019

This amended Declaration of Restrictive Covenants is dated August 18, 2019 for Sandia Airpark Estates East, as shown by the plat thereof filed in the office of the County Clerk of Santa Fe County, New Mexico on the 18th day of February, 1987 in Plat Book 171, pages 010-011, under Reception No. 615,127, numbered 574078-574084. The amendments are intended to clarify and enhance the Restrictive Covenants for Sandia Airpark Estates East. The amended Covenants contained herein, supersede Covenants dated November 1992, amended January 1993, amended October 1995, amended July 2018, amended December 2018 and any previous covenants.

The property is fully described as follows:

Lots 1 through 99, roads, and park within Sandia Airpark Estates, Sandia Airpark Estates East Phase I, Phase, II, Phase III, all tracts of land situate within Section 14, Township 10, Range 7 East, N.M.P.M., Santa Fe, New Mexico.

Article 1: DECLARATION

KNOW ALL MEN BE THESE PRESENTS
The undersigned corporation, owner of the real property of Sandia Airpark Estates East, as shown by the plat thereof in the office of the County Clerk of Santa Fe County, New Mexico on the 18th day of February, 1987 in Plat Book 171, pages 010-011, under Reception No. 615,127, numbered 574078-574084: hereby makes the following declaration as to limitations, restrictions, and uses to which the lots or tracts constituting said Subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding to all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restriction being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified, whether or not the same embodied in the conveyance or other instrument affecting title thereto. This declaration of restrictions is intended to promote conservation of water, protection of environmentally sensitive areas and natural vegetation, and is designed to ensure all owners that the community will maintain a private and prestigious character.

Article 2: DEFINITIONS

2.01 "Lot" shall mean each and every numbered lot sold or held for sale in Sandia Airpark Estates.
2.02 "Commercial Area" shall mean the area located west of Rainbow Road including primarily Sandia Airpark, Inc. and other businesses.
2.03 "Sandia Airpark Estates" shall mean all 99 residential lots including common areas (henceforth subdivision).
2.04 "Common Areas" shall mean all taxiways in Sandia Airpark Estates including the north/south portion of Rainbow Road (from the runway property boundary to the Airpark entrance), the north/south portion of Jones Road (from the runway property boundary to the Airpark exit on Meadowlark Lane), and the dedicated 3.9477 acre park and other designated areas. Note that the Commercial Area shares Rainbow Road as a Common Area with Sandia Airpark Estates; and the

private lots east of Jones Road share Jones Road as a Common Area with Sandia Airpark Estates.

2.05 "Sandia Airpark Estates Property Owners Association" (henceforth SAEPOA) shall mean the group responsible for ensuring the conformance to these Restrictive Covenants. This does not preclude or waive the right of each lot owner to enforce the covenants.

2.06 "Architectural Control Committee" shall mean a group of three SAEPOA members elected annually by the SAEPOA.

2.07 "Taxiway" shall mean all established roads per Sandia Airpark Estate plats on file with Santa Fe County. All taxiways are a minimum of 50' from edge to edge with only the center section of the taxiway paved – the unpaved portion of each taxiway runs approximately 10 feet on both sides of the pavement. All taxiways are for the purpose of aircraft access to the runway.

2.08 "Household pets" shall mean dogs, cats, birds, and hamsters.

2.09 "Fencing" shall mean any wire, wooden, or vinyl fencing on a property.

Article 3: PROPERTY RIGHTS

3.01 Association fees. Residents and vacant lot owners will pay SAEPOA an annual association fee.

3.02 Use of Runway. The right of access to the runway is for aircraft use only and shall pass with payment of the annual association fee. Aircraft owner assumes individual liability for runway use.

3.03 Access to Common Areas. Every owner shall have the right of access to the common areas. That right shall pass with the title to every lot.

(a) The SAEPOA shall charge reasonable fees for the use of common areas, including any recreational facilities located in common areas.

(b) The SAEPOA will suspend the owner's rights to use the recreational facilities for any period during which any assessment against his lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations.

3.04 The Common Areas cannot be mortgaged or conveyed without the consent of two-thirds (2/3) of the lot owners.

Article 4: PERMITTED USES

Upon each lot in the subdivision, there may be erected a principal residence consisting of one (1) detached single-family dwelling together with such outbuildings as are common and customary. All buildings, including hangars may be used only for private residential purposes and shall be designed and built for use by a single family.

Article 5: RESTRICTIONS AND ALLOWANCES

5.01 Subdivision of lots. No lot shall be divided, subdivided or partitioned.

5.02 Minimum Square Footage. The above ground heated floor space of the main structure, exclusive of porches and garages, shall not be less than fourteen hundred (1400) square feet.

5.03 Garage and Hangar. All residences must either have a hangar and/or a minimum of a two-car garage attached to the main structure.

5.04 Driveways. Any driveway or entrance to any lot within the subdivision must not interfere with the hydrology of the subdivision. Swales, barrow ditches, or culverts shall be maintained at the lot owner's expense.

5.05 Fencing. No fence shall be placed within 10 feet of any portion of a taxiway. Fences between lots may be placed on the property line.

5.06 Lighting. No light mounted on a pole or otherwise suspended more than ten (10) feet above ground, and designed to illuminate an area from dusk to dawn, may be placed on a lot unless it is adequately shielded to prevent it being a nuisance to surrounding lot owners (as determined by the Architectural Control Committee) or can be turned off at night by the resident.

5.07 Utilities. All extensions of utilities shall be underground to all structures at all locations. No permanent electrical or telephone lines shall be allowed above ground.

5.08 Easements. No lot owner shall build or erect any structure upon any road, utility, or trail easement as shown on the plats of the subdivision.

5.09 Site Distance at Intersections. No hedge, shrub, planting, or structure that obstructs the view of intersecting roads shall be permitted on corner lots.

5.10 Temporary Residences. No trailer, mobile home, or other temporary structure shall be allowed on any lot for a period of more than two (2) years.

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5.11 Time Limit of Construction. The construction of the exterior of all buildings shall be finished within one (1) year from the start of construction.

5.12 Maintenance. Each resident shall keep and maintain his/her lot(s) and ditches in a neat and clean condition, free of noxious weeds, litter, debris, and other unsightly growth. Every owner will also be responsible for the upkeep and maintenance of all improvements upon each lot.

5.13 Animals. Household pets shall be permitted on the premises. As many as three (3) horses may be kept on the premises provided that they are not raised, bred or maintained for any commercial purposes. The owner shall keep and maintain adequate fencing to prevent straying (especially on the runway); corral and grazing areas shall be maintained in a neat, sanitary manner so as to not become offensive to the neighborhood, and waste materials shall be appropriately buried in the ground or hauled to an appropriate landfill area.

5.14 Nuisances. No obnoxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the residents of the subdivision. This provision shall be liberally construed to include activities which are offensive to reasonable persons such as the disposal or retention of trash, retention of junked vehicles, prolonged loud noise levels, the conduct of any activity which produces interference to ordinary TV reception (such as improperly tuned HAM or CB transmissions), etc.

5.15 Parking. SAEPOA members and airpark residents shall be responsible for insuring that occupants of their home, guests, realtors, contractors, or any other workers, do not park any kind of vehicle on any paved or unpaved portion of a taxiway within the subdivision, and must ensure that all vehicles are parked fully within their property. Semi-truck deliveries requiring use of the taxiways shall be completed in as timely a fashion as possible followed by immediate removal of the truck. SAEPOA reserves the right to tow away (at owner's expense) any vehicle in violation.

5.16 Access to Runway. Runway use is limited to aircraft only. Only taxiways shall be used to access the runway: entering the runway from one's own property or from adjacent lots is not permitted. Aircraft shall have the right-of-way over all other vehicles.

5.17 Number of Aircraft. No one may park more than three(3) aircraft on any lot (transients excluded).

5.18 Hunting. No hunting shall be permitted.

5.19 Commercial Activities. Nothing herein shall be construed to prohibit the use of space within a residence for a professional or other office in which there is employed not more than one (1) person who does not reside on said lot. Such activity must not substantially increase the flow of traffic to a level greater than that normally generated by such residence.

5.20 Oil and Mineral Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Article 6: ARCHITECTURAL APPROVAL

Architectural approval shall be required for the construction of, exterior modification to, or addition to any structure on any lot in the subdivision. Architectural approval shall also be required for the location and design of all on-site water and waste water systems. Said approval shall be given by the Architectural Control Committee following submission of plans and specifications, and upon compliance with the restrictions contained herein. All plans are required to be approved by the Architectural Control Committee before construction begins.

Article 7: USE OF SANDIA AIRPARK ESTATES

7.01 Annual Association Fee. Every lot owner will pay SAEPOA an annual association fee.

(a) Such fee will be due and payable on October 1 of each year, unless prior arrangements are made.

(b) Fee amount will be reviewed each year and any adjustments will be made prior to October 1.

(c) SAEPOA reserves the right to impose liens and/or to deny access to the Common Area 3.9477 acre park, and any other such designated areas, to any resident or lot/owner if his/her account is not current. Liens shall be subordinate to the lien of any first mortgage.

7.02 Maintenance. SAEPOA maintains the estate taxiways. SAEPOA and Sandia Airpark, Inc. share responsibility for the maintenance of Rainbow Road. SAEPOA and private lots to the east of Jones Road share the responsibility for the maintenance of Jones Road.

7.03 Insurance. All SAEPOA members who operate aircraft on Sandia Airpark Estates are responsible for carrying appropriate liability insurance for those aircraft. Sandia Airpark, Inc. is responsible for carrying liability insurance on the runway and Commercial Area.

SEO CLERK RECORDED 9/3/2015

7.04 Taxiways. All SAEPOA members and airpark residents shall be responsible for observing all posted signs. All SAEPOA members and airpark residents shall be responsible for knowing where their property meets the taxiway and keeping the taxiway clear at all times: SAEPOA members and airpark residents shall ensure that any vehicles on their property are not parked on any paved or unpaved portion of the taxiway; shall ensure that all signage, realtor and otherwise, is fully located on their property and not in the unpaved portion of the taxiway; and shall ensure that refuse/recycling containers are placed within their property lines beyond the 50' taxiway edge on collection days.

7.05 Dissolution. With approval of two-thirds (2/3) majority vote of members in good standing, SAEPOA may be dissolved. Upon dissolution, any assets of SAEPOA will be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

Article 8: SANDIA AIRPARK ESTATES PROPERTY OWNERS ASSOCIATION

8.01 Membership. Membership in SAEPOA passes with title to a lot. Lot owners agree to pay all fees, membership and assessments. (See SAEPOA Bylaws)

8.02 Acceptance. All lot owners shall obtain a copy of these Restrictive Covenants from SAEPOA.

Article 9: SEVERABILITY

9.01 Invalidation of any one or more of the covenants by the judgement of court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

9.02 In the event any parties hereto or their heirs or assigns shall violate or attempt to violate any of the Covenants contained herein, it shall be lawful for SAEPOA, Sandia Airpark, Inc. or any person(s) owning any real property situated in said parcels to prosecute any proceeding at law or inequity against the person(s) violating or attempting to violate any such Covenant, in order to prevent them from further violation or to recover damages for such violation.

Article 10: AMENDMENTS

These Restrictive Covenants may be amended by a two-thirds (2/3) majority. Members in good standing will be allowed one vote for each residential lot owned. A member's failure to return his/her ballot to the President within the specified time limit will constitute a non-interest in voting. A two-thirds (2/3) majority will be based on the number of written votes received. Therefore all members are encouraged to vote on all issues.

SFC CLERK RECORDED 09/30/2019

WITNESS MY signature this 30 day of September, 2019:

Karen Davisson

Karen Davisson, President
Sandia Airpark Estates Property Owners Association

State of New Mexico)
)
County of Santa Fe)

The foregoing Restrictive Covenants, amended August 2019, was acknowledged before me this 30 day of September, 2019 by Karen Davisson, President of Sandia Airpark Estates Property Owners Association.

Notary Public

exp. 25 Jan 23

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

DECLARATION COVENANTS
PAGES: 5

I Hereby Certify That This Instrument Was Filed for Record On The 30TH Day Of September, 2019 at 04:22:59 PM And Was Duly Recorded as Instrument # 1898151 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

SFC CLERK RECORDED 09/30/2019

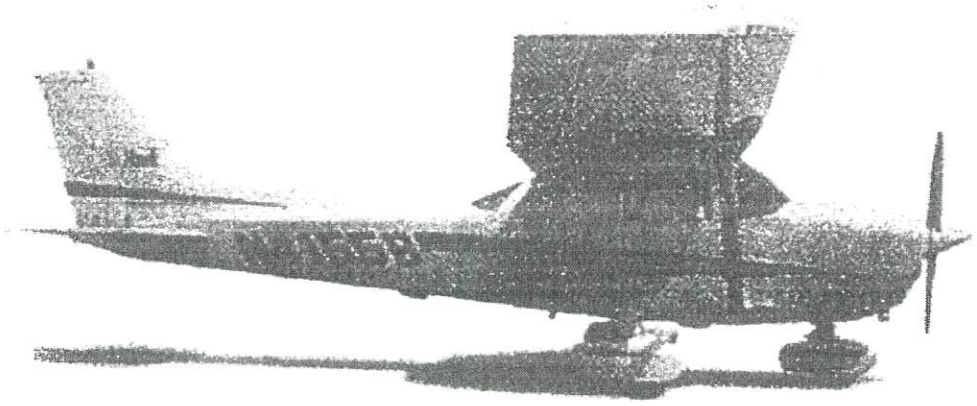
AIRPORT
Site Development Plan

Located within the N ½ of Section 14
And within the N ½ of Section 13
T 10 N, R 7 E, NMPM
Town of Edgewood
Santa Fe County, New Mexico

PRELIMINARY

OCT - 8 2001

September, 2001



ASSOCIATED DEVELOPMENT, INC.
Engineers and Surveyors

Prepared by:

Associated Development Inc.
P.O. Box 1976
Moriarty, NM 87035
(505) 832-1425
Fax: (505) 832-6996

To Accompany Request

For

Zone Change

To

SU-1

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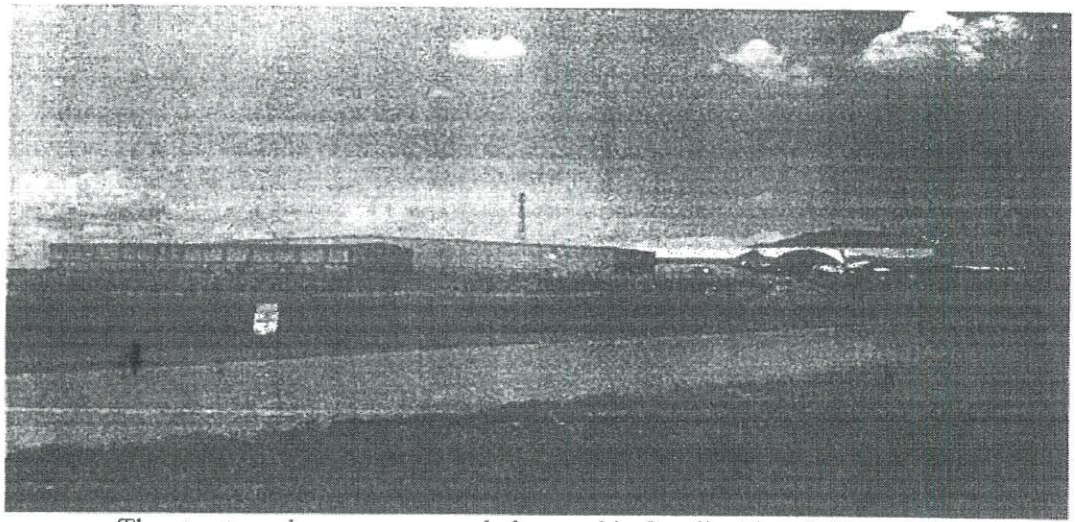
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A. INTRODUCTION

1. HISTORY

Sandia Airpark Estates received Subdivision Approval for Phase I in 1986, and for Phases II and III in 1987. Master Plan Approval was granted by Santa Fe County on 9/14/93 to allow having aircraft hangars on lots 1–99 in the Subdivision, allow taxiing of aircraft on the roadways within the Subdivision, allow both public and private use of the airpark facilities, and mixed commercial approval of 15.2 acres in Tracts A and B. Total area of Sandia Airpark Estates East including the runway and commercial tracts is 160.8 acres



The streets and runway are asphalt paved in Sandia Airpark Estates East.

Aero Monte Vista consists of numerous land divisions approved starting originally with Tracts A, B, and C of the Lands of the Hogue Family Living Trust in January 1995, containing 241.5 acres. Aero Monte Vista is located on the east side of Sandia Airpark Estates East, and the developed portion uses the airport facilities in the same manner as Sandia Airpark Estates East.

The Town of Edgewood annexed Sandia Airpark Estates on November 3, 1999, as Ordinance 1999-V. Upon Annexation, Sandia Airpark Estates East was zoned "R-1". The Aero Monte Vista neighborhood was annexed on January 3, 2001 as Ordinance 2000-1, and also received "R-1" zoning.

2. ZONE CHANGE REQUEST

The property owners respectfully request that the "R-1" zone be changed to "SU-1", Special Use for a public airport with adjoining residential uses. This document is presented to explain the reasons for the request and to provide the materials required under **Section 14, Site Development Standards**, of the **Town of Edgewood Zoning Ordinance.**

3. JUSTIFICATION

When a request for a change of zone is made it should be justified. One might consider changing neighborhood conditions or a different use that might be more advantageous to the community. Any change of zoning should be consistent with the health and general welfare of the community. It should provide stability of land use, should not be in conflict with community development plans and should preserve the property rights of the subject and adjoining lands.

In the case of these neighborhoods, the applied "R-1" zone does not have provisions for the historical existing uses in place. Specifically, one may not keep an aircraft on one's property or drive it upon the streets of an R-1 zoned residential parcel. These activities are allowed under the "SU-1", airport category, and "SU-1" is the appropriate zoning for this area.

This request does not change any of the existing uses upon the property. It states the uses and presents all the required information as stated in the zoning ordinance in order that informed decisions may be made. Additionally, it provides a "blueprint" for future land uses upon the vacant residential lots within the Sandia Airpark Estates and the Aero Monte Vista neighborhoods. The request to change the zoning to "SU-1" is remedial. It preserves the existing rights of the property owners, it assures the Town of Edgewood of the manner of use of the properties covered by the request and clarifies the expectations of adjoining properties.

B. DEVELOPMENT PLAN

SECTION 1 – BOUNDARIES & TOPOGRAPHY

A. BOUNDARIES

Sections 13 and 14, T. 10 N., R. 7 E., N.M.P.M., have seen no less than fourteen platting actions for the subject properties since Phase I of Sandia Airpark Estates was recorded in 1986. Within these boundaries, approximately 16.5 acres of land is under commercial use. Another 21.8 acres is under use as a runway for private aircraft. The remaining 364 acres comprises residential lots and the streets/taxiways that serve those lots.

In addition, twenty-two platting actions have occurred on the adjacent lands that surround the airport and its neighborhoods. All plats are listed in the survey history shown on Sheet 1 of 3 of the Plan Set.

B. TOPOGRAPHY

The lands illustrated on Sheet 1 of the Plan Set have slopes of less than 2%. The contours shown were taken from the USGS Topographic Quadrangle Map for the area and are shown at twenty-foot intervals. There are no 100-year floodplains crossing the subject properties according to the F.I.R.M. 350069 0525 B.

C. EXISTING STREETS

The existing street network is shown on Sheet 1 of the Plan Set and proposed streets are shown on Sheet 3 of the Plan Set. The existing streets provide access to the individual residential lots and also serve as taxiways to reach the runway. Lot owners

are restricted from direct access to the runway by restrictive covenant and must use the streets/taxiways for ingress and egress to the runway.

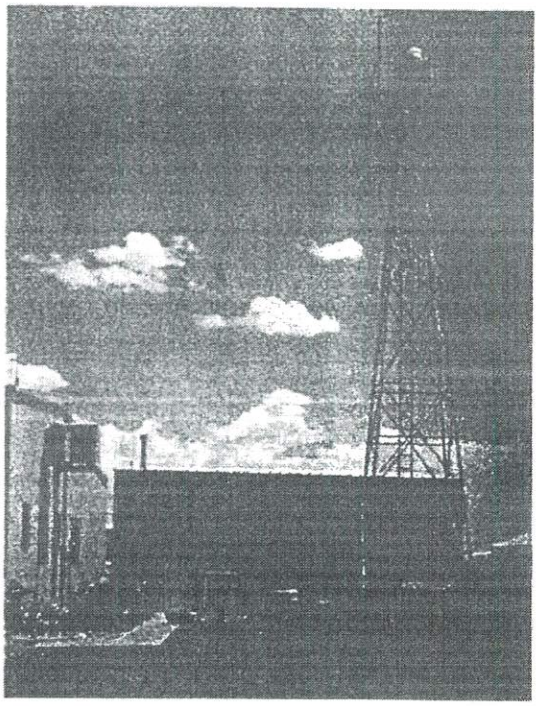
D. UTILITIES

Utilities are already in place within the developed portions of properties and located underground as required by restrictive covenants. Undeveloped residential lots have access to utilities in place nearby. As development occurs in the undeveloped portion of Aero Monte Vista, it will be developed in harmony with the rest and in the same manner as the already developed portions.

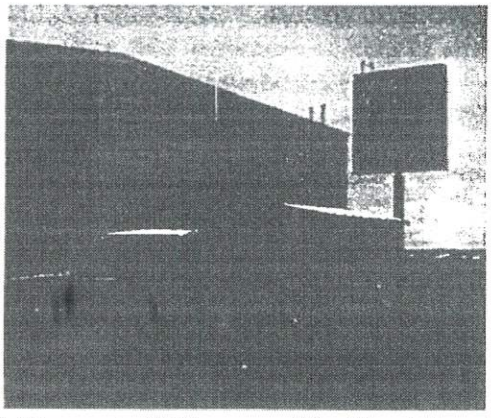
SECTION II – PROPOSED USES

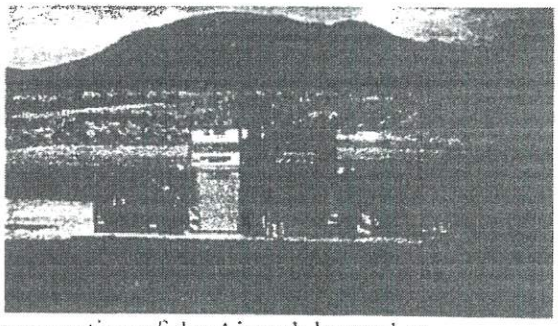
A. MINIMUM LOT SIZES

Minimum lot sizes were initially determined and approved by Santa Fe County in 1986 with the approval of the Sandia Airpark Estates East Phase I. Subsequent to that era, with the incorporation of the Town of Edgewood and the creation of a municipal zoning ordinance, the lands covered in this request are now subject to different ordinances and lot sizes. Additionally, there are covenant restrictions on the properties as stated in recorded and proposed revised Restrictive Covenant documents presented in the Appendices.



Beginning at the western edge of the subject lands, Tracts "A" and B presently enjoy commercial use. These lands were recently replatted and contain the commercial/hangar area of the airport and have mixed sizes ranging from



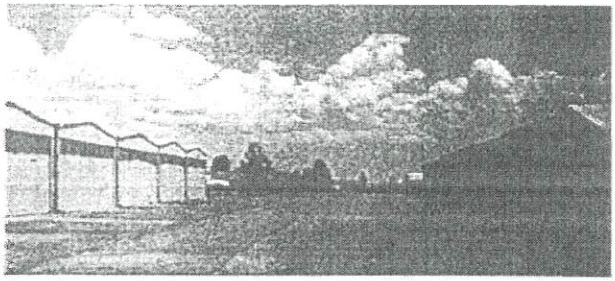


0.58 acres to 7.62 acres. The Fixed Base Operations portion of the Airpark located at the west end of the runway includes an aviation fueling station, a tower for airport related uses and an office. Commercial properties do not have lot size requirements either by covenant or by "CB" zoning requirements.

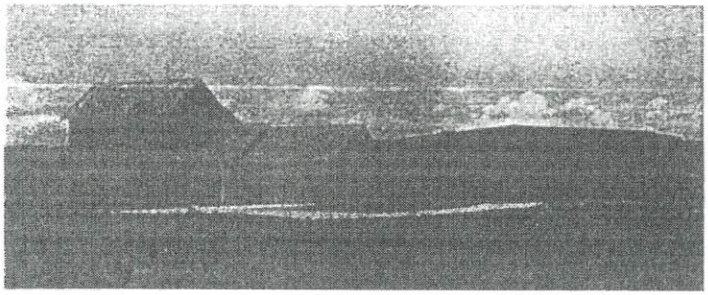
The residential lots of Sandia Airpark Estates are located south of the runway and east of the commercial hangar area. The smallest lot is 0.77 acres in size and the largest lot is 1.40 acres in size. None of these lots may be further subdivided as stated in the Restrictive Covenants.

Within the Aero Monte Vista portion of the property, lots are restricted by the proposed revised covenants to either two-acre or five-acre lot sizes. Sheet 2 of the Plan Set illustrates the various uses and the lot sizes allowed.

B. STRUCTURES



Within the developed portion of the commercial property, airplane hangars have been constructed and are operated for the benefit of those owners who prefer to keep their aircraft off their individual lot. Hangar and storage space is also available by lease to the aviation public. General Commercial activities are currently housed in similar-looking structures.



Within the residential portions of the subject lands, one finds single-family dwellings, garages for vehicles, individual airplane hangars and other accessory buildings typical to residential development.

Up to 3 aircraft may be kept on any lot in Sandia Airpark Estates East. No structure within Aero Monte Vista may exceed thirty feet in height per proposed revised covenants. No maximum number of aircraft on any lot is mentioned in the Aero Monte Vista Covenants.

C. SIGNAGE

Existing signs upon the commercial portion of the property were erected in compliance with the former sign regulations of the Santa Fe County Land Development Code. Any existing signs for home occupations were also erected in compliance with the former Santa Fe County Land Development Code. There is a pylon sign at the Fixed Base Operation area and wall mount signs on some of the hangars.



The Town of Edgewood Sign Ordinance 2000-26 regulates signs. Signs for home occupations are permitted to be up to five square feet under the Town of Edgewood Comprehensive Zoning Ordinance. Any existing signs for home occupations shall be considered "grandfathered" and allowed to remain until such time as they require replacement. Upon replacement, they shall come into compliance with the Town of Edgewood Comprehensive Zoning Ordinance; new signs for home occupations shall comply upon the granting of the home occupation permit. New commercial signs shall comply with the Town of Edgewood Sign Ordinance 2000-26.

D. PARKING AND LOADING

The existing restrictive covenants for Sandia Airpark Estates East specifically prohibit on-street parking. There are provisions for the towing of vehicles if they are parked upon the streets or easements. Adequate access to the hangar space area has been provided via platted easements and parking is available at the FBO. There is also loading space provided in the hangar area.

E. DRAINAGE FACILITIES

Drainage facilities are already in place for the runway areas. The Restrictive Covenants, Sandia Airpark Estates, Amended, state, *"Any driveway or entrance to any lot within the subdivision must not interfere with the hydrology of the subdivision. Swales, barrow ditches, or culverts shall be maintained at the lot owners' expense."* The proposed revised Aero Monte Vista Amended and Restated Declaration of Covenants, Conditions and Restrictions do not specifically address drainage issues. Drainage issues within individual residential lots should be addressed at the time of building permit, on a case-by-case basis.

Both sets of covenants provide for Homeowners' Associations and Road Maintenance Agreements for the maintenance of interior roadways and easements. Maintenance of roadways typically includes any drainage facilities appurtenant to the roadways.

F. LANDSCAPING

Landscaping has not been provided for the runway or the commercial use area. The use is not conducive to landscaping. The airpark consists of a single runway with native grasses to either side of the paved surface. Typical landscaping of runways consists of turf; vertical landscape plants could create hazards for aircraft. The commercial use area is largely developed with hangars for aircraft storage and tie down areas. The areas between the hangars are paved and kept clear of hazards.

Landscaping on residential uses is a matter of personal choice and taste. Each homeowner shall install landscaping according to their personal preferences.

G. TRAFFIC AND PEDESTRIAN CIRCULATION

The street network illustrated on Sheets 2 and 3 of the Plan Set provides interior traffic circulation. The existing street network is adequate for the use of vehicles and aircraft. Cautionary signs warn the general public of the active runway and state that vehicles are prohibited upon it. Additional signs announce that the roadway network is also a taxiway. The clear zone in Aero Monte Vista is also clearly marked as a taxiway for the runway.

Pedestrian circulation on the interior streets and easements is discouraged due to the fact that the interior streets and easements also serve as taxiways for turbo-prop aircraft.

SECTION III – STREETS, EASEMENTS, TAXIWAYS & RUNWAY

A. DEDICATED ROADS/STREETS

The *"streets and thoroughfares"* within the Sandia Airpark Estates properties were dedicated *"to the use of the public forever"* by the Subdivision Plat filed for record in Santa Fe County on 22 January 1986, in Book 161, Pages 005-006. Note 5 on the plat states that the roads are to be maintained by the Homeowner's Association. The Restrictive Covenants provide for maintenance fees that shall be paid by the lot owners annually for the repair of the roadway network. The roadways and streets in Phases II and III of Sandia Airpark Estates East specifically *"grant the private road easement for the use of the lot owners..."*, although there are no road easements shown on the plat.

B. ROAD EASEMENTS

Within the Aero Monte Vista neighborhood, the road easements have been kept private. As development in this area has occurred in more recent times under more stringent regulations, it was necessary to retain the private status of the easements to protect their unique uses. The Restrictive Covenants for Aero Monte Vista also provide for fees for maintenance of these easements.

Within Sandia Airpark Estates, the dedicated roadways are a mixture of public and private. Phase I dedicated the roadways and thoroughfares as public. Phases II and III dedicated the "easements" as private. For these reasons, gated access is proposed at the east side of the intersection of Blanco Drive and Mountain View Lane. Taxiway Beaver is gated where it intersects with Venus Road. These 2 gated roads, together with Jones Road should keep arterial traffic directed from the eastern end of the runway.

The west half of Jones Road (located between the two neighborhoods) is dedicated by the Sandia Airpark Plat, and as an easement on the east half by land division plat.

A locked gate shall restrict public access to Jones Road via Meadowlark Lane. Emergency vehicles shall have access to the keyed lock at all times. Since Jones Road effectively terminates at the runway, the safety concerns of the public will be enhanced by semi-closure of Jones Road. In addition, there are signs notifying the public that the roads are also taxiways and the runway is clearly marked with signs prohibiting motor vehicles beyond a certain point.

C. CLEAR ZONE EASEMENT

Immediately east of the runway is Taxiway Sandia located within Section 13. As shown on Sheet 3 of the Plan Set, this taxiway extends to Kandyce Lane. In order to provide safety for structures and people alike, there is a clear zone easement established of 300 feet in width centered on the eastern extension of the runway. By covenant restriction, no structures may be placed within the clear zone and any

THE LIGHT PRINT
INDICATES CHANGES
MADE BY THE COMMITTEE

AIRPORT
Site Development Plan

Located within the N ½ of Section 14
And within the N ½ of Section 13
T 10 N, R 7 E, NMPM
Town of Edgewood
Santa Fe County, New Mexico

March, 2002

Prepared by:

Associated Development Inc.
P.O. Box 1976
Moriarty, NM 87035
(505) 832-1425
Fax: (505) 832-6996

To Accompany Request
For
Zone Change
To

SU-1

Approved by the Town of Edgewood Planning and Zoning Commission at its meeting of _____, 2002.

Approved by the Town of Edgewood Council at its meeting of _____, 2002.

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A. INTRODUCTION

1. HISTORY

The Airport site development plan consists of 4 entities: Sandia Airpark East Estates, the Commercial site, and Aero Monte Vista and the adjacent properties known as lots A-5, B-1, B-2, B-3, B-4, B-5, and C. For simplicity referred to as Aero Monte Vista.

Sandia Airpark East Estates received Subdivision Approval for Phase I in 1986, and for Phases II and III in 1987. Master Plan Approval was granted by Santa Fe County on 9/14/93 to allow having aircraft hangars on lots 1–99 in the Subdivision, allow taxiing of aircraft on the roadways within the Subdivision, allow both public and private use of the airpark facilities, and mixed commercial approval of 15.2 acres in Tracts A and B. Total area of Sandia Airpark East Estates including the runway and commercial tracts is 160.8 acres.

The streets and runway are asphalt paved in Sandia Airpark East Estates.

Aero Monte Vista consists of numerous land divisions starting originally with Tracts A, B, and C of the Lands of the Hogue Family Living Trust in January 1995, containing 241.5 acres. Aero Monte Vista is located on the east side of Sandia Airpark East Estates, and the developed portion uses the airport runway and commercial facilities.

The Town of Edgewood annexed Sandia Airpark East Estates on November 3, 1999, as Ordinance 1999-V. Upon Annexation, Sandia Airpark East Estates was zoned "R-1". The Aero Monte Vista neighborhood was annexed on January 3, 2001 as Ordinance 2000-1, and also received a "R-1" zoning.

2. ZONE CHANGE REQUEST

This document is to request that the "R-1" zone be changed to "SU-1", Special Use for a airport with adjoining residential uses. This document is presented to explain the reasons for the request and to provide the materials required under **Section 14, Site Development Standards**, of the **Town of Edgewood Zoning Ordinance.**

3. JUSTIFICATION

When a request for a change of zone is made it should be justified. One might consider changing neighborhood conditions or a different use that might be more advantageous to the community. Any change of zoning should be consistent with the health and general welfare of the community. It should provide stability of land use, should not be in conflict with community development plans and should preserve the property rights of the subject and adjoining lands.

In the case of these neighborhoods, the applied "R-1" zone does not have provisions for the historical existing uses in place. Specifically, one may not keep an aircraft on one's property or drive it upon the streets of an R-1 zoned residential parcel. These activities are allowed under the "SU-1", airport category, and "SU-1" is the appropriate zoning for this area.

This request does not change any of the existing uses upon the property. It states the uses and presents all the required information as stated in the zoning ordinance in order that informed decisions may be made. Additionally, this document and its request provides a "blueprint" for land uses upon the residential lots within the **Sandia Airpark East Estates and the Aero Monte Vista** neighborhoods. The request to change the zoning to "SU-1" is remedial. It preserves the existing rights of the property owners, it assures the Town of Edgewood of the manner of use of the properties covered by the request and clarifies the expectations of adjoining properties.

B. DEVELOPMENT PLAN

SECTION 1 – BOUNDARIES & TOPOGRAPHY

A. BOUNDARIES

Sections 13 and 14, T. 10 N., R. 7 E., N.M.P.M., have seen no less than fourteen platting actions for the subject properties since Phase I of **Sandia Airpark East Estates** was recorded in 1986. Within these boundaries, approximately 16.5 acres of land is the commercial site. Another 21.8 acres is under use as a runway for the departure and landing of aircraft. The remaining comprises residential lots and the taxiways/streets that serve those lots within Sandia Airpark East Estates.

In addition, **Aero Monte Vista** has had twenty-two platting actions on the adjacent lands that surround the airport and its neighborhoods. All plats are listed in the survey history shown on Sheet 1 of 3 of the Plan Set.

B. TOPOGRAPHY

The lands illustrated on Sheet 1 of the Plan Set have slopes of less than 2%. The contours shown were taken from the USGS Topographic Quadrangle Map for the area and are shown at twenty-foot intervals. There are no 100-year floodplains crossing the subject properties according to the F.I.R.M. 350069 0525 B.

C. EXISTING TAXIWAYS/STREETS

Airplanes have the right-of-way on the existing taxiway/street network is shown on Sheet 1 of the Plan Set and proposed streets are shown on Sheet 3 of the Plan Set. The existing taxiways/streets provide access to the individual residential lots and also serve

as taxiways for aircraft to taxi and reach the runway. Lot owners are restricted from direct access to the runway by restrictive covenant and must use the taxiways/streets for ingress and egress to the runway and aircraft have the right-of-way over any other vehicles.

D. UTILITIES

Utilities are already in place within the properties of Sandia Airpark East Estates and are located underground as required by restrictive covenants.

As development occurs in the undeveloped portion of Aero Monte Vista, it will be developed according to their covenants.

Utilities are already in place within most of the Commercial site. As development occurs in the undeveloped portion, it will be developed according to their covenants.

SECTION II – PROPOSED USES

A. MINIMUM LOT SIZES

Minimum lot sizes were initially determined and approved by Santa Fe County in 1986 with the approval of the Sandia Airpark East Estates Phase I. Subsequent to that era, with the incorporation of the Town of Edgewood and the creation of a municipal zoning ordinance, the lands covered in this request are now subject to different ordinances and lot sizes. Additionally, there are covenant restrictions within Sandia Airpark East Estates as presented in the Appendices. The residential lots of Sandia Airpark East Estates are located south of the runway and east of the commercial area. The smallest lot is 0.77 acres in size and the largest lot is 1.40 acres in size. None of these lots may be further subdivided as stated in the Restrictive Covenants

The Commercial site begins at the western edge of the subject lands, Tracts "A" and B presently enjoy commercial use. These lands were recently replatted and contain the commercial/hangar area of the airport and have mixed sizes ranging from 0.58 acres to 7.62 acres. The Fixed Base Operations portion of the Airpark located at the west end of the runway includes an aviation fueling station, a beacon tower for airport related uses and an office. Commercial properties do not have lot size requirements either by covenant or by "CB" zoning requirements.

Within the Aero Monte Vista portion of the property, lots are restricted by the proposed revised covenants to either two-acre or five-acre lot sizes. Sheet 2 of the Plan Set illustrates the various uses and the lot sizes allowed. Additionally, there are

covenant restrictions on the properties as stated in the proposed revised Restrictive Covenant documents presented in the Appendices.

B. STRUCTURES

Within the developed portion of the Commercial site, airplane hangars have been constructed and are operated for the benefit of those owners who prefer to keep their aircraft off their individual lot. Hangar and storage space is also available by lease to the aviation public. General Commercial activities are currently housed in similar-looking structures.

Within Sandia Airpark East Estates and Aero Monte Vista the residential portions of the subject lands, one finds single-family dwellings, garages for vehicles, individual airplane hangars and other accessory buildings typical to residential development.

No structure within **Aero Monte Vista** may exceed thirty feet in height per proposed revised covenants. No maximum number of aircraft on any lot is mentioned in the Aero Monte Vista Covenants.

C. SIGNAGE

Existing signs upon the **Commercial site** were erected in compliance with the former sign regulations of the Santa Fe County Land Development Code. Any existing signs for home occupations were also erected in compliance with the former Santa Fe County Land Development Code. There is a pylon sign at the Fixed Base Operation area and wall mount signs on some of the hangars.

The Town of Edgewood Sign Ordinance 2000-26 regulates signs. Signs for home occupations are permitted to be up to five square feet under the Town of Edgewood Comprehensive Zoning Ordinance. Any existing signs for home occupations shall be considered "grandfathered" and allowed to remain until such time as they require replacement. Upon replacement, they shall come into compliance with the Town of Edgewood Comprehensive Zoning Ordinance; new signs for home occupations shall comply upon the granting of the home occupation permit. New commercial signs shall comply with the Town of Edgewood Sign Ordinance 2000-26.

D. PARKING AND LOADING

The existing restrictive covenants for **Sandia Airpark East Estates** specifically prohibit on-street parking. There are provisions for the towing of vehicles if they are parked upon the taxiways/streets.

The **Commercial site provides** adequate access to the hangar area via platted easements and parking is available at the FBO. There is also loading space provided in the hangar area.

E. DRAINAGE FACILITIES

Drainage facilities are already in place for the runway areas. The Restrictive Covenants, Sandia Airpark East Estates, Amended, state, *"Any driveway or entrance to any lot within the subdivision must not interfere with the hydrology of the*

subdivision. Swales, barrow ditches, or culverts shall be maintained at the lot owners' expense."

The proposed revised Aero Monte Vista Amended and Restated Declaration of Covenants, Conditions and Restrictions do not specifically address drainage issues. Drainage issues within individual residential lots should be addressed at the time of building permit, on a case-by-case basis.

Both sets of covenants provide for Homeowners' Associations and Road Maintenance Agreements for the maintenance of interior taxiways/streets. Maintenance of taxiways/streets typically includes any drainage facilities appurtenant to the taxiways/streets.

F. LANDSCAPING

Landscaping has not been provided for the runway or the commercial site. The use is not conducive to landscaping. The airpark consists of a single runway with native grasses to either side of the paved surface. Typical landscaping of runways consists of turf; vertical landscape plants could create hazards for aircraft. The commercial site is largely developed with hangars for aircraft storage and tie down areas. The areas between the hangars are paved and kept clear of hazards.

Landscaping on residential uses is a matter of personal choice and taste. Each homeowner shall install landscaping according to their personal preferences.

G. TRAFFIC AND PEDESTRIAN CIRCULATION

The taxiway/street network illustrated on Sheets 2 and 3 of the Plan Set provides interior traffic circulation. The existing taxiway/street network is adequate for the use of aircraft and vehicles. Cautionary signs warn the general public of the active runway and state that vehicles are prohibited upon it. Additional signs announce that the taxiway network is also a street.

The clear zone in Aero Monte Vista is also clearly marked as a taxiway to the runway.

SECTION III – STREETS, EASEMENTS, TAXIWAYS & RUNWAY

A. TAXIWAYS/STREETS

The *"streets and thoroughfares"* within the Sandia Airpark East Estates properties were dedicated *"to the use of the public forever"* by the Subdivision Plat filed for record in Santa Fe County on 22 January 1986, in Book 161, Pages 005-006. However, note 5 on the plat states that the roads are to be maintained by the Sandia Airpark East Estates Property Owners Association (SAEPOA).

The "streets and thoroughfares" within the Sandia Airpark East Estates were never dedicated to any state, county of municipality. The taxiways/streets are not easements but right-of-ways without written dedication on the plat recorded in book 161, pg 005-006. However, a note regarding maintenance and responsibility of all taxiways/streets are burden upon SAEPOA.

Since the recorded plats within Sandia Airpark East Estates do not properly detail the dedication and the responsibilities of the platted right-of-way, SAEPOA hereby claims ownership by its prescriptive uses and maintenance since 1986. Therefore, SAEPOA has accordingly obtained entitlement and claim ownership to all of the right-of-way within the Airpark.

B. ROAD EASEMENTS

Aero Monte Vista road easements have been kept private. As development in this area has occurred in more recent times under more stringent regulations, it was necessary to retain the private status of the easements to protect their unique uses. The Restrictive Covenants for Aero Monte Vista also provide for fees for maintenance of these easements. Taxiway Beaver is gated where it intersects with Venus Road. These 2 gated roads, together with Jones Road must keep arterial vehicular traffic directed from the eastern end of the runway. Aircraft only, from Aero Monte Vista, may have access to the East end of the Airport runway and use the taxiways within Sandia Airpark as any other transient aircraft normally would. Vehicular traffic ~~of any kind,~~ may not enter Sandia Airpark East Estates from the east access taxiway. other than Aircraft

Sandia Airpark East Estates accordingly, since 1986 SAEPOA has maintained, paved and gained entitlement to all taxiways/streets within the platted right-of-way as privately owned and for public use. This documents clarifies that all taxiways/streets within Sandia Airpark East Estates are hereby owned and maintained by SAEPOA as private right-of-way and open to the public.

A locked gate shall restrict public access to Jones Road via Meadowlark Lane. Emergency vehicles shall have access to the keyed lock at all times. Since Jones Road effectively terminates at the runway, the safety concerns of the public will be enhanced by semi-closure of Jones Road. In addition, there are signs notifying the public that the roads are also taxiways and the runway is clearly marked with signs prohibiting motor vehicles beyond a certain point.

C. CLEAR ZONE EASEMENT

Immediately east of the runway in **Aero Monte Vista** is taxiway Sandia located within Section 13. As shown on Sheet 3 of the Plan Set, this taxiway extends to Kandyce Lane. In order to provide safety for structures and people alike, there is a clear zone easement established of 300 feet in width centered on the eastern extension of the runway. By covenant restriction, no structures may be placed within the clear zone and any fencing erected must be low enough not to interfere with aircraft wings. The clear zone is illustrated on Sheet 3 of the Plan Set.

D. TAXIWAYS & RUNWAY

All lot owners in **Sandia Airpark East Estates** must participate in the maintenance of the taxiways/streets by paying an annual fee to the homeowner's association.

525031

PROPOSED SUBDIVISION
OF
TRACT A-5, LANDS OF JOHN & BARBARA COPAGE
WITHIN SECTION 14, T.10N., R.7E., N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

Town of Edgewood Approval
Notes and Conditions

Karen A. Mahaffey Planning + Zoning Administrator 3-3-03
APPROVED BY: TOWN OF EDGEWOOD PLANNING AND ZONING — DATE

Howard Gilkison 3-5-03
APPROVED BY: TOWN OF EDGEWOOD COUNCIL — DATE

Karen Alaird 3-5-03
Karen Alaird, Town Clerk — DATE

Santa Fe Master Plan 12-17-98
APPROVED BY: SANTA FE COUNTY FIRE MARSHALL — DATE

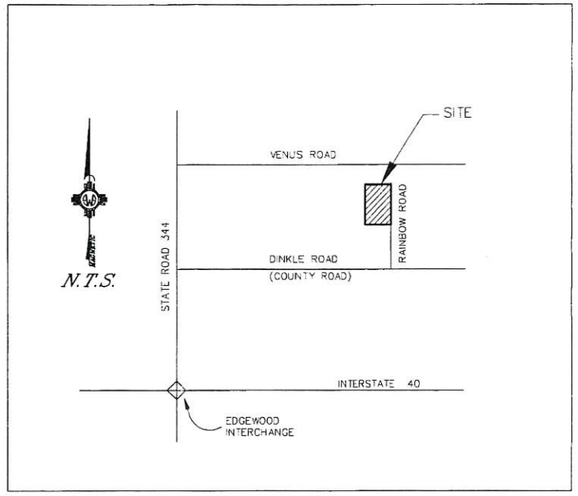
MAINTENANCE OF THE ACCESS ROADS AND UTILITY EASEMENTS IS THE RESPONSIBILITY OF THE LAND OWNERS/USERS UNLESS CURRENTLY MAINTAINED BY THE SANTA FE COUNTY PUBLIC WORKS DEPARTMENT.

THE APPROVAL OF THIS PLAT DOES NOT CONSTITUTE THE APPROVAL OF ANY FURTHER DEVELOPMENT, INCLUDING BUILDING PERMITS.

LANDS SHOWN HEREON LIE OUTSIDE OF THE 100 YEAR FLOODPLAIN IN ZONE X ACCORDING TO THE FEDERAL FLOOD INSURANCE MAP PANEL No. 350069 0525B . UNLESS OTHERWISE NOTED HEREON.

EXISTING NATURAL DRAINAGE WAYS WILL NOT BE MODIFIED OR IMPEDED WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF EDGEWOOD. DEVELOPMENT SHALL NOT IMPEDE HISTORIC FLOW RATES OR PATTERNS TO OR FROM THESE LOTS.

THE PARCELS PLATTED HEREON ARE SUBJECT TO TERRAIN MANAGEMENT REGULATIONS AT THE TIME OF ANY FURTHER DEVELOPMENT. AND THESE CREATED TRACTS ARE SUBJECT TO ALL NOTES AND CONDITIONS OF RECORD PLAT BOOK 420 PAGES 44-47.



Vicinity Map

Utility Companies

Owest — 11-22-02 — Date

Central New Mexico Electric Co-Op — 11-8-02 — Date

NM Gas Company — 11-8-2 — Date

Edgewood Water Co. — Opp. Mgr. 11-4-02 — Date

SURVEYORS' CERTIFICATE

I, LORENZO E. DOMINGUEZ NEW MEXICO PROFESSIONAL SURVEYOR DO HEREBY CERTIFY THAT THIS SUBDIVISION SURVEY PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SUBDIVISION SURVEY AND THE FIELD SURVEY ON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

12/6/02
LORENZO E. DOMINGUEZ — R.P.S No. 10461

REGISTERED LAND SURVEYOR STATE OF NEW MEXICO No. 10461 LORENZO E. DOMINGUEZ

EAST MOUNTAIN SURVEYING CO.
P.O. BOX 1607
MORIARTY, N.M. 87035
(505) 832-1731

DEDICATION / AFFIDAVIT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT JOHN AND BARBARA COPAGE ARE THE OWNERS OF THIS LANDS AND THAT THE SUBDIVISION OF LAND IS MADE WITHIN THEIR FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND IS LYING AND BEING SITUATE IN THE SOUTH 1/2 OF SECTION 14, T. 10 N., R. 7 E., N.M.P.M., WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE TOWN OF EDGEWOOD, NEW MEXICO. MAINTENANCE OF THE ACCESS EASEMENTS AS SHOWN HEREON IS TO BE THE RESPONSIBILITY OF THE LAND OWNER. AN EASEMENT IS HEREBY GRANTED FOR ALL EXISTING UTILITIES.

John Copage
JOHN COPAGE

Barbara Copage
BARBARA COPAGE

ADDRESS: SANDIA EAST AIRPARK
7 SANDIA MOUNTAIN TRAIL
EDGEWOOD, NM 87015

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 DAY OF Jan 2003
MY COMMISSION EXPIRES 6-29-2004

Joyce F Borock
NOTARY PUBLIC

OFFICIAL SEAL
JOYCE F. BOROCK
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 6-29-2004

REFERENCE DOCUMENTS

1. PLAT OF SURVEY ENTITLED " VACATION OF EASEMENT BETWEEN TRACT "A" AND TRACT "B" (RAINBOW ROAD AND SUBDIVISION OF TRACT "A" OF SANDIA AIRPARK ESTATES EAST" AS FILED FOR RECORD IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BK. 402, PG. 44-47.

2. DISCLOSURE STATEMENT REGARDING THIS TRACT IS FILED IN THE OFFICE OF THE COUNTY CLERCK AND RECORDED IN BOOK 1585, PAGES 863-873 AS DOCUMENT No. 1055-566.

3. COVENANTS AND RESTRICTIONS FILED IN THE OFFICE OF THE COUNTY CLERCK AND RECORDED IN BOOK 1585, PAGES 860-862, AS DOCUMENT No. 1055-565.

COUNTY OF SANTA FE } ss 1252847
STATE OF NEW MEXICO

I hereby certify that this instrument was filed for record on the 6 *day of* March *A.D.* 2003, *of* 9:07 *o'clock* A *m., and was duly recorded in Book* 585, *Page* 2122 *of the records of SANTA FE county.*

witness my Hand and Seal of Office
REBECCA BUSTAMANTE
County Clerk, SANTA FE County, New Mexico.

Deputy

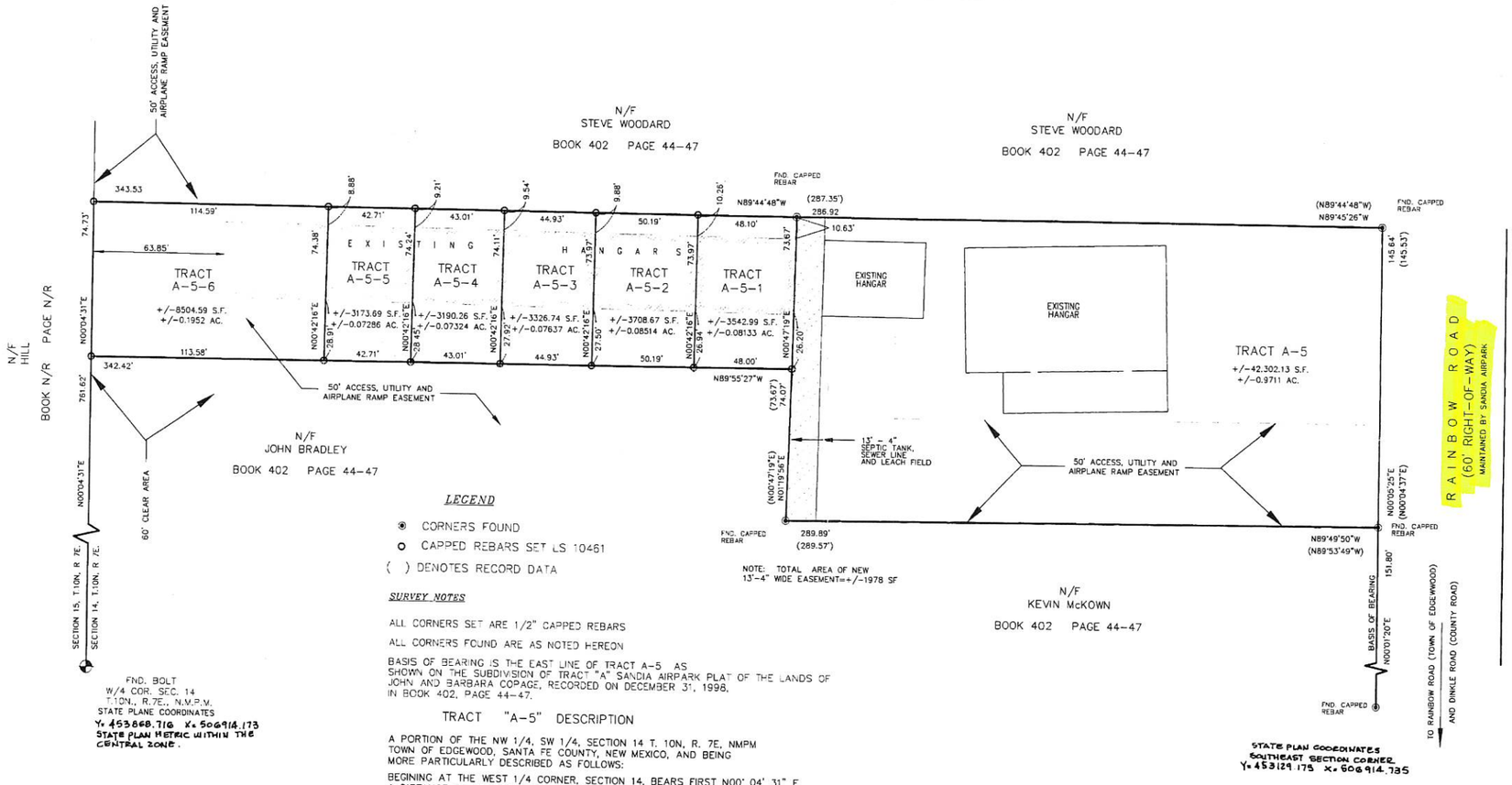
COUNTY CLERK REBECCA BUSTAMANTE SANTA FE COUNTY NEW MEXICO

SHEET 1 OF 2

INDEXING INFORMATION FOR COUNTY CLERK
OWNER(S): JOHN AND BARBARA COPAGE
RECORDED DOCUMENT(S):
SECTION(S), TOWNSHIP(S), RANGE(S): SECTION 14, T.10N., R.7E., N.M.P.M.

525632

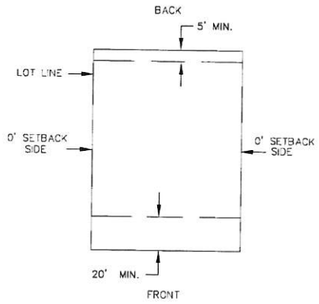
PROPOSED SUBDIVISION
OF
TRACT A-5 , LANDS OF JOHN & BARBARA COPAGE
WITHIN SECTION 14, T.10N., R.7E., N.M.P.M.
SANTA FE COUNTY, NEW MEXICO



NOTE: TOTAL AREA OF NEW 13'-4" WIDE EASEMENT=+/-1978 SF

FND. BOLT
W/4 COR. SEC. 14
T.10N., R.7E., N.M.P.M.
STATE PLANE COORDINATES
Y= 453868.716 X= 506914.173
STATE PLAN METRIC WITHIN THE CENTRAL ZONE.

STATE PLAN COORDINATES
SOUTHEAST SECTION CORNER
Y= 453129.175 X= 506914.735



TYPICAL SETBACKS DETAIL
FOR TRACTS A-5-1 THRU A-5-6
(N.T.S.)

LEGEND

- ◉ CORNERS FOUND
- ○ CAPPED REBARS SET LS 10461
- ( ) DENOTES RECORD DATA

SURVEY NOTES

ALL CORNERS SET ARE 1/2" CAPPED REBARS

ALL CORNERS FOUND ARE AS NOTED HEREON

BASIS OF BEARING IS THE EAST LINE OF TRACT A-5 AS SHOWN ON THE SUBDIVISION OF TRACT "A" SANDIA AIRPARK PLAT OF THE LANDS OF JOHN AND BARBARA COPAGE, RECORDED ON DECEMBER 31, 1998, IN BOOK 402, PAGE 44-47.

TRACT "A-5" DESCRIPTION

A PORTION OF THE NW 1/4, SW 1/4, SECTION 14 T. 10N, R. 7E, NMPM TOWN OF EDGEWOOD, SANTA FE COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINING AT THE WEST 1/4 CORNER, SECTION 14, BEARS FIRST N00° 04' 31" E A DISTANCE OF 761.62' TO THE POINT OF BEGINING OF SAID TRACT;

THENCE N00° 04'31"E A DISTANCE OF 74.73'
THENCE N89° 44'48"W A DISTANCE OF 343.53'
THENCE N89° 45'26"W A DISTANCE OF 286.92'
THENCE S00° 05'25"W A DISTANCE OF 145.64'
THENCE N89° 49'50"W A DISTANCE OF 289.89'
THENCE N01° 19'56"E A DISTANCE OF 74.07'
THENCE N89° 55'27"W A DISTANCE OF 342.42'
TO THE POINT OF BEGINING OF SAID TRACT
CONTAINING 1.5538 ACRES, MORE OR LESS.

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

THE PURPOSE OF THIS SUBDIVISION IS TO CREATE SIX TRACTS FOR SIX INDIVIDUAL AIRCRAFT HANGARS WITHIN TRACT A-5.

SURVEYORS' CERTIFICATE

I, LORENZO E. DOMINGUEZ NEW MEXICO PROFESSIONAL SURVEYOR DO HEREBY CERTIFY THAT FAMILY TRANSFER SURVEY PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS FAMILY TRANSFER SURVEY AND THE FIELD SURVEY ON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

LORENZO E. DOMINGUEZ — 12/6/02
R.P.S No. 10461

REGISTERED LAND SURVEYOR STATE OF NEW MEXICO No. 10461 LORENZO E. DOMINGUEZ

EAST MOUNTAIN SURVEYING CO.
P.O. BOX 1607
MORIARTY, N.M. 87035
(505) 832-1731

SHEET 2 OF 2

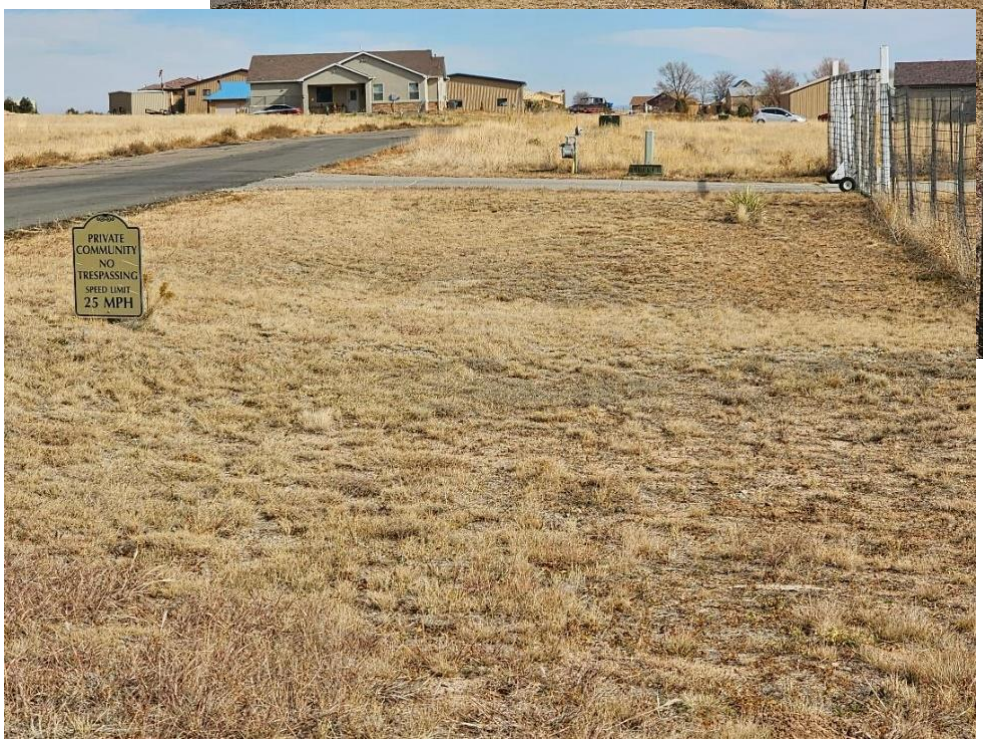
INDEXING INFORMATION FOR COUNTY CLERK
OWNER(S): JOHN AND BARBARA COPAGE
RECORDED DOCUMENT(S):
SECTION(S), TOWNSHIP(S), RANGE(S): SECTION 14, T.10N., R.7E., N.M.P.M.

Regarding the “repaving of Rainbow Road”, Atty Coppler’s claim at the Sept 24 meeting that he understands “*there is no signage or other indication of restrictions with regard to use by the public of this segment of Rainbow Road*” –



In my 17 years of living in the airpark there, is currently, and always has been a sign on this portion of Rainbow Road indicating the restrictions of driving in the area and showing that this is private property. Furthermore, all signage (street signs, speed limits, private community, and no trespassing signs) within the airpark has been provided by the HOA since its inception. Prior to the September 24 meeting there was also a private road sign at the entrance to the airpark, which was stolen the week prior to the meeting.





Mr. Coppler also stated that "The 1987 Plats depict a logical physical extension of the 1985 Plat; … they show approval by [all] utilities which have the right to occupy public right-of-way. … and [they]… would not have signed off on Phase II and III if the public roads failed to line up one plat to another." –

The plats for Phases II and III do not contain the phrasing "dedicated to the use of the public forever", but instead contain the statement "hereby grant the private road easement for the use of the lot owners, utility companies and the clients of the FBO area." To assert that the conditions set forth in Phase I automatically extend to Phases II and III is NOT logical, considering that the Plats say otherwise. If proximity of the phases determines whether the roads are public or private, why is it not logical that the private conditions and easements set forth in Phases II and III were the standard for the entire airpark, including Phase I, and that the phrase "dedicated to the use of the public forever" on its plat references the public living in the airpark, not the general public outside of the airpark?

Finally, in response to his statement that "… the town, its officials, the HOA and Sandia Airpark Estates landowners view the road as public …" –

Prior to 2021 when Commissioner Powers started the controversy that our "roads" are public, NONE of us living in the airpark had any understanding other than that our taxiways are, and always have been PRIVATE – all archived documentation from SAEPOA; the 1994 letter from the Santa Fe County Land Use Department (in the packets provided at the Sept 24 meeting); and even the developer, Mr. Steve Woodard – all state that SAEPOA owns the roads. When the public segment of Rainbow was paved in 2015, it was understood by the Town and the asphalt company that this 2/10's of the road was owned by SAEPOA, and they sought permission from the SAEPOA Board to move the character boulders at our neighborhood entrance to facilitate the tie-in paving because of the likelihood they would break.

Outside of Mr. Copplers' inaccurate depiction of our taxiways, Commissioner Powers, at the same meeting, inserted into his presentation private SAEPOA Board email communications between Teresa Benton and myself making it appear that we were hiding and deleting emails regarding the status of our taxiways. He did not reveal that these emails regarded Executive Session negotiations between the SAEPOA Board and the owners of the runway; he did not show subsequent emails in which I indicated that the deleted emails would be printed and archived along with the documentation of the negotiations; and he failed to reveal that this has been discussed at length more than once with the SAEPOA membership.

Also, at the Sept 24 meeting, Brent Middleton, current SAEPOA Secretary, provided to the Town Commission a deed for that portion of Rainbow Road, stating, "what Ms. Davisson does *not* know is that there IS a deed for the road." What he failed to mention is that the deed he was referencing and providing was filed THAT morning.

Karen Davisson, 78 Blanco Dr, Sandia Airpark Estates

TOWN OF EDGEWOOD
171A State Rd. 344
P.O. Box 3610
Edgewood, NM 87015
Phone: (505) 286-4518 Fax (505) 286-4519
www.edgewood-nm.gov

Memorandum

Meeting: September 26, 2023 Regular Commission Meeting

From: Mayor Audrey J. Jaramillo, CMO

Agenda Item: Reconsideration and Action on Use of Remaining 2014 GO Bond Funds due to new information provided by community members on allegations regarding violations of the Anti-Donation Clause of the State of New Mexico Constitution, NM Governmental Conduct Act, Town Ethics Ordinance, and Bond Limitations.

Summary Recommendation

Due to new information that came to me from the community, the Commission should reconsider its vote on utilizing the remaining 2014 GO Bond Funds on Rainbow Road. If the allegations are true, the circumstances surrounding this vote appear to violate the New Mexico State Constitution Anti-Donation Clause, Article IX Section 14; the New Mexico Governmental Conduct Act, NMSA 1978 Chapter 10, Article 16, and the Town of Edgewood's Code of Ethics Ordinance 2012-01 and the Bond Limitations per the Voter Ballot. Per NMSA 1978 Section 12-6-6 these potential violations must be reported to the NM State Auditor's Office.

Impact

In 2014, the Town stopped the pavement at the end of the public road section of Rainbow Road because it was known that the last 2/10 of a mile was owned and/or maintained by the Airpark HOA (Sandia Airpark Estates Property Owners' Association or SAEPOA). Historically, the County and Town have not accepted the roads, nor have they maintained the roads, for the Airpark. SAEPOA has never dedicated their roads to the County or the Town.

The Town would violate the Anti-Donation Clause of the State of New Mexico Constitution if it paved a road the Town had not accepted nor been offered. It was reported to me that certain members of the Airpark deem this a takeover by the government of their private road. **Other members of the Edgewood public would not want their tax dollars spent on HOA roads. The AG has opined that when roads are not dedicated to the county or town it would be a violation of the Anti-Donation Clause.**

Community members are asserting violations of state and local laws. It was reported to me that Mayor Pro Tem Powers did not disclose conflicts of interest of all his financial interest investment properties (not just his residence) and his fight in his neighborhood utilizing his personal attorney, Ron VanAmberg, over the roads being public vs. private. The Town Manager, engineer, and I, at a minimum, were not aware of all the facts when deciding on the use of the public funds for Rainbow Road. Lack of transparency and following the law decreases public confidence in the integrity of its Town government.

Background and Analysis

Since the 2014 GO Bond funds were not entirely spent, and due to the public's feedback to improve road conditions in the Town, I asked then Town Manager Perry and our Financial Advisor for additional information in case something needed to be added to the November 2023 general election ballot. The Commission approved Manager Perry to contract with Bond Counsel. Modrell Sperling provided our possible options (subject to NM Finance Authority approval) in an August 18, 2023 memorandum which listed the following options:

> 1. Expend the remaining proceeds on the voter-approved projects. If the Town has any need to expend additional amounts on the street projects already approved by the voters, the Finance Authority may be willing to permit the expenditure of the remaining proceeds on the voter-approved street project. Rainbow Road had no length limitations, and the other two roads have specific length limitations. The Finance Authority's counsel indicated this option is only viable if the Town can spend the remaining proceeds relatively quickly. The Town would need to make the request to the Finance Authority for approval with a plan to expend the funds within a relatively short period of time.
>
> 2. Keep the funds in the Program Account and apply the amounts to the redemption of a portion of the Bonds when they become callable on June 13, 2024. If the Finance Authority would be willing to keep the funds in the Program Account with BOKF until the call date, the Town could apply the amounts remaining to redeem a portion of the outstanding Bonds. This is a less costly option than the cash defeasance option outlined below. The portion of Bonds redeemed on June 13, 2024, would no longer be outstanding. The remaining outstanding Bonds would continue to require the property tax levy to pay debt service. To accomplish this option, the Town would need to adopt a resolution authorizing the partial redemption of the Bonds and provide the requisite notice of redemption to the Finance Authority.
>
> 3. Partial Cash Defeasance. If neither of the other options are available or desirable, the Town could place the remaining amount from the Program Account in an escrow account to redeem a portion of the outstanding Bonds when they become callable on June 13, 2024. The Town would need to approve a resolution that authorizes the defeasance, approves the form of an escrow agreement, and approves the appointment of a bank to serve as escrow agent. The Town would also need to obtain an escrow verification report. Once that portion of Bonds are defeased, they no longer outstanding and are payable solely from the amounts in escrow. The remaining outstanding Bonds would continue to require the property tax levy to pay debt service.

Mayor Pro Tem Powers contacted our Financial Advisor, bond counsel, NM Finance Authority, and the original engineers on this topic and took a ride with Commissioner Brennan on the roads. Manager McCracken, as the executive, and the Mayor as legal head of the Town, were not included in communications regarding his proposed use of the 2014 General Obligation Bond funds. On August 22, 2023, the Commission voted to "finish the work on Rainbow [Road] that wasn't completed and to erect a pedestrian walking bridge over the Batchelor Draw on Horton Road". **Mayor Pro Tem Powers provided, on August 23, 2023, 1985/7 plat maps to the engineer, asserting Rainbow road was public highlighting a section on the public being able to forever use the roads, but not highlighting a section that stated, "all roads shown hereon will be maintained by the Homeowners' Association".**

On September 12, 2023, at Mayor Pro Tem Power's request, the vote was rescinded, and another vote was passed to "utilize the remaining funds of the 2014 GO Bonds to finish the repaving the last 2/10 of a mile on Rainbow Road and to erect the pedestrian bridge over Batchelor Draw over on Horton Road which is what the funds were originally dedicated for." Commissioner Anaya held back a comment for discussion stating he wasn't going to "touch it yet". Mayor Pro Tem Powers recused himself due to conflict of interest, as he stated he lives ¼ mile off Rainbow Road inside this neighborhood, referred to as "the Airpark".

Subsequent to this meeting, the former President of the HOA of the Airpark provided information to me that the last 2/10 of a mile on Rainbow Road is a private road owned and maintained by the HOA. *Per our State Constitution, governmental funds may not be used to benefit private individuals or entities, including non-profits such as the HOA for roads not dedicated to/accepted by the Town.*

It was reported to me that Mayor Pro Tem Powers was well aware of the status of the roads within the HOA being private since inception and has been fighting the HOA paying his personal attorney, Ron VanAmberg, to argue that they are public. This is purportedly because he opposes a gate at the community entrance and because he wants to use public funds to upgrade the roads in his neighborhood, where he lives and has invested in numerous properties. He has been in multiple SAEPOA property owner member meetings where this was discussed, including but not limited to: July 11, 2021, August 22, 2021, October 10, 2021, November 14, 2021 – two of which were special meetings on the Airpark roads. It is alleged that Mayor Pro Tem Powers is using his elected position and the power of the Town Commission to pave the road and then claim that because the Town paved (i.e. maintained or improved) Rainbow Road, the road(s) are now public.

Mayor Pro Tem Powers owns more than just his residence within the Airpark and is a member of the SAEPOA and these financial interests were not disclosed. Additionally, Mayor Pro Tem Powers did not disclose this critical information about the roads being considered private to the Commission, allegedly influencing Commissioners to accomplish his personal agenda. Knowingly not upholding the Constitution would be a violation of Mayor Pro Tem Powers' Oath of Office. This also appears to be a violation of the NM Governmental Conduct Act, Town Ethics Ordinance, and Bond limitations.

Supporting Documentation Provided by the Public

1. Plat of Airpark – last section of Rainbow Road in Airpark is not a Town Road
2. Letter to IRS – the HOA owns and maintains the private roads within the SAEPOA Airpark
3. Various other documents included in the Town 9.26.2023 Regular meeting packet

RESOLUTION NO. 2023 - __

A RESOLUTION FOR THE TOWN OF EDGEWOOD'S POLICY ON

TOWN ATTORNEY AND LEGAL SERVICES

WHEREAS, the Town of Edgewood has the fiduciary duty to ensure efficient and effective use of taxpayer funds while preventing fraud, waste, and abuse; and

WHEREAS, the Commission, as the governing body of the Town, shall control the finances and property of the municipality, NMSA 1978 Section 3-37-2; and

WHEREAS, the complexity of Town operations requires legal services;

WHEREAS, the Town of Edgewood, elected to be governed under the commission-manager form of government possesses all powers granted by the constitution and statutes of New Mexico to other municipalities so long as they are not inconsistent with NMSA 1978 Sections 3-14-1 to -19; and

WHEREAS, the Commission has the authority to create all offices, including the office of an attorney, NMSA 1978 Section 3-12-4, 3-14-5 and -12; and

WHEREAS, the Commission has the vested power to pass all ordinances and other measures conducive to the welfare of the municipality; and

WHEREAS, the Commission's powers are exercised at public meetings with action duly recorded in its minutes; and

WHEREAS, the Mayor is the presiding officer of the governing body and the official head of the government, without executive powers, and wherever the Municipal Code requires an act to be performed by the mayor with the consent of the governing body, the act shall be performed by governing body, NMSA 1978 Section 3-1-2 (O); and

WHEREAS, the Commission appoints a Town Manager and holds the manager responsible for the proper and efficient administration of the municipal government, NMSA 1978 Section 3-14-12; and

WHEREAS, the Town Manager shall be the Chief Administrative Officer and enforce and carry out all ordinance, rules, and regulations enacted by the commission, NMSA 1978 Section 3-14-14 (1); and

WHEREAS, it is the goal of the Commission with the Town's new commission-manager form of government to maintain transparency and substantial vigorous checks and balances between the Commission, its officers (Mayor and Mayor Pro Tem), and its Town Manager and other Executive Appointees; and

WHEREAS, the Commission, which must ensure legal compliance, recognizes the need for quality legal counsel in light of the increasing complexity of the statutes, regulations, policies, and procedures under which the Town operates;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Body, the Inaugural Commission, of the Municipality of the Town of Edgewood, State of New Mexico, hereby sets the Town's policy on the Town Attorney and Legal Services as follows:

The Commission may retain attorneys for the purpose of systematically securing legal services in a timely and organized manner. The following Town policy sets forth the Commission's expectations for legal services. It also serves as a job description for the attorney or firm.

Qualifications

A. The Commission will select attorneys based on qualifications submitted from interested firms in an RFP process. The attorneys will:
    a. Be licensed to practice law in New Mexico.
    b. Be sufficiently familiar with municipal law to enable offering legal advice.
    c. Be highly rated on the Martindale-Hubble Peer Review Ratings system.
    d. Submit their years of experience in the area of law they are representing.
    e. Possess any additional qualifications as the board finds appropriate.

B. Unless otherwise waived by the Commission, attorneys who have represented individual Commissioners or Executive level Appointees (Manager, Clerk, Treasurer, Chief of Police) or in any matter adverse to the Town's interests are disqualified from representing the Town.

Selection

C. The Commission, by majority vote, may designate attorneys to counsel the Commission and the administration on legal matters involving the Town's interests. The Commission retains the right to counsel with or employ other attorneys who have been approved by the Commission pursuant to a Request for Proposal (RFP) or appointment process and to terminate the service of any attorney.

D. The Town Manager will create a list of attorneys for use by the Commission and the administration by RFP. Any additions to the list will require full Commission approval following the submission of an RFP or appointment process. The Commission will evaluate and approve the attorney list at least annually.

E. Based upon the Commission's annual approved list, attorney contracts must be renewed annually via both Mayor and Town Manager signatures, with a maximum renewal period of four (4) years until another RFP. Procurement shall be performed a minimum of every four (4) years in accordance with NMSA 1978 Section 13-1 the New Mexico Procurement Code and with the Town's Procurement Ordinance 2022-01.

F. All subcontractors, joint ventures, consultants, and experts hired by any attorneys must be approved by the Commission. This stipulation and any resulting Commission approvals are required to be specified in the attorneys' contracts or in addendum(s) signed by both Mayor and Town Manager.

G. The Commission shall appoint one (1) Town Attorney, which may or may not be a firm with many attorneys. This Town Attorney will be the general counsel and may be employed or contracted as stated above.

H. The general counsel (hereinafter the "Town Attorney") will select specialized attorneys as necessary from the Commission list of approved attorneys with the approval of the Commission or Town Manager, depending on the subject matter.

Reports To

I. The Town Attorney will be the chief legal advisor and legal representative of the governing body and the administration, reporting directly to the Commission.
    a. The Commission may designate one of its Appointees, the Mayor, or its other member(s) as its point of contact on certain matters.

J. The Town Attorney will also report to the Town Manager on legal matters relating to day-to-day operations and administrative tasks of the Town.
    a. The Town Manager may, on a need's basis, delegate the responsibility of contact with the attorneys to a member of the administrative level staff.

Evaluation

K. The Commission, or its designee, and the Town Manager will annually evaluate the performance of the Town Attorney and provide the results to all Commissioners.

Compensation

L. Compensation for legal services will be in accordance with the terms of the RFP response and resulting contract or appointee contract.

M. To provide transparency and accountability, the billings from each attorney will be broken down with specificity of services provided and to whom they reported. These

bills must be received and paid timely and may be periodically audited by Commissioners at any time.

Services

N. Attorneys are retained by the Commission as counsel for the Commission and the administration to provide legal service on any matter related to the operation of the Town. The attorneys may be asked to provide legal advice, render legal opinions, prepare ordinances and resolutions, review proposed Commission or Town actions, represent the Commission or Town in a court of law, or provide other legal service the Commission or Town Manager may request on behalf of the Town.

O. The Commission and Town Manager will make all requests for legal services, including routine information and assistance, in a timely and organized manner and in accordance with Town policy.

P. The Town Attorney will provide the Commission a status report as needed, as determined by the Town Attorney, on all oversight agency complaints (such as, but not limited to, the NM Department of Finance and Administration, the NM Attorney General's Office, State Auditor's Office, OSHA), litigation or potential litigation involving the Town, or on any legal topic as requested by the Town Manager or any Commissioner.
    a. The update will be provided at the soonest possible time via phone or email, but within 48 hours. If it is requested to have the full Commission in attendance, the status report will be at the next possible meeting in an executive session properly posted in accordance with NMSA 1978 Section 10-15 the New Mexico Open Meetings Act.

Q. Other than matters handled by the NM Self Insurer's Fund or other applicable insurance, no litigation will be initiated or dismissed by the Town without board approval and no settlement offer will be made without board approval.

R. Significant legal decisions such as filing a lawsuit, an appeal, issuing a letter of intent, a cease and desist, or other legal actions shall be approved by the Commission prior to filing or sending.

S. All court filings and legal letters will be provided to every Commissioner and the Town Manager.

T. At least one selected member of the Commission and one member of the administration shall have the opportunity to review and suggest changes to the Town Attorney on every legal document prior to filing or issuance.

U. No legal action shall be taken against any Commissioner or Executive level appointee without the approval of the Commission; except that the Mayor or other Commission-selected member of the Commission may place an Appointee on administrative leave with pay until an emergency or special meeting is held at which time the Commission will make the decisions regarding the Appointee.

Initiating Use

V. Many instances of legal assistance provided to the Town may be considered *routine* and do not necessitate specific board approval or prior vote. The governing body officers, which are the Mayor and Mayor Pro Tem, by consensus may initiate inquiries on these routine matters at their discretion.

W. The Town Manager and the Commissioners shall contact the *NM Municipal League* for no-cost advice, policies, training, etc. included with our membership whenever possible to limit wasteful expenditure of Public funds.

X. In the instance of an emergency or urgent personnel *matter related to an Executive level Appointee*, the Mayor or other Commission-selected member of the Commission may contact the Town Attorney.

Y. The Commission will initiate inquiries from the Town Attorney on matters such as the following *during open or executive meetings*:
   a. Commission meeting procedures
   b. Town investigations or grievances
   c. Policy rulings and/or changes
   d. Potential or pending litigation
   e. Any topic may be delegated to the Town Manager via Commission vote

Z. The Town Manager is responsible for initiating inquiries of the Town Attorney for various *administrative actions*:
   a. Town services and operations
   b. Human resources (HR)
   c. Construction guidance
   d. Financial and compliance issues
   e. Media relations
   f. Adherence to Town policies and procedures

AA. Any Commissioner shall have access to the Town Attorney by requesting legal advice about Town business with prior *authorization given in a Commission meeting*

regarding the area(s) for which advice is sought. This would be most common for legislative matters, as executive matters are the responsibility of the Town Manager.

BB. Commissioners shall not be involved in *administrative level HR matters* with the Town Manager, Town Attorney, or otherwise, as the Commission may need to hear appeal(s). Only the Town Manager, or designee, will work with the Town Attorney on administrative employee matters.

a. Commissioners have the duty to report complaints about administrative level employees to the Town Manager; otherwise, should avoid gossip and involvement.
b. The Town Manager's delegated authority to hire and discharge administrative level employees does not preclude the Commission from hiring or firing these employees per NM Attorney General Opinions 87-69 and 2022-02.

CC. Any Commissioner *may direct the Town Manager* to request legal advice on areas related to the work of the Commission or the business of the Town. This directive will be in writing to the Town Manager and will require the Town Manager alone to contact the Town Attorney within (5) five business days from receipt of the written directive. The Town Manager shall furnish copies of these directives and responses from the Town Attorney to all Commissioners.

DD. Requests for legal services may be in writing, in person, telephone, or videoconference.

EE. All requests for *formal legal opinions* from the Town Attorney (or any attorney on the approved list) regarding Commission issues will be directed through the Mayor, or other Commission-selected member of the Commission, and the Town Manager. Copies of all requests for opinions shall be furnished by that Commissioner to all Commissioners and the Town Manager. Requests for opinions requiring research or substantial amounts of work shall be in writing when practicable. A Commissioner wishing to obtain a legal opinion will bring such a request to the full governing body. A majority vote will be obtained to initiate a request for a legal opinion. Any opinion provided will be disseminated to the full Commission as soon as possible and no later than 72 hours prior to any relevant meeting.

FF. In accordance with NMSA 1978 Section 12-6-6 and the New Mexico State Audit Rule 2.2.2 NMAC Section 10. N. the Town shall notify the State Auditor immediately, in writing, upon discovery of <u>any</u> *alleged* violation of criminal statutes in connection with financial affairs. This commonly includes, but is not limited to, potential fraud, waste, abuse of public funds, possible violations of ethics, anti-donation clause, governmental conduct act, procurement code, time sheet irregularities, suspected theft of asset(s), etc. The Town Manager and/or any individual Commissioner may work with the Town

Attorney to file this notification immediately, as required. Failure to report results in an automatic audit finding and increasing the possibility of the State Auditor designating the Town, at the Town's expense, for a special audit.

GG. For these approved methods for Commissioner(s) requesting legal services and the resulting communications with the Town Attorney, it is required that Commissioners include the Town Manager in all communications, unless the manager or any commissioner in their official capacity is the subject of the legal advice.

HH. Commissioners with *personal* legal questions should seek advice from their own private attorneys. It will be seen as a breach of policy and Code of Ethics for any Commissioner to obtain legal advice from an attorney who is being currently used by the Town in a personal matter or when the Commissioner is acting as an independent member of the Commission.

II. All advice received from the attorneys is privileged under the attorney-client privilege and all recipients of such advice and the written letters/memoranda thereof shall keep such advice strictly confidential.
   a. This attorney-client privilege may be waived via majority vote of the Commission in an open meeting.

JJ. The Town Attorney shall attend each regularly scheduled Commission meeting, including every executive closed session, either in person or via telephone or videoconference.

ADOPTED AND APPROVED THIS 10TH DAY OF OCTOBER 2023

_____

ATTEST:

_____

Communications and Outreach Manager

Job Type: Full-time or Part-time? (Number of Hours/Wk)
Pay Range: ?? (clarify, iff FTE)
Non-Exempt
Benefits eligible? Yes or No?
Remote or Hybrid eligible? Yes or No?

POSITION SUMMARY

Communications and Outreach Manager willl provide management and coordination of the Town's comprehensive communications to include , strategic marketing, outreach, and representation in promotional and informational materials, including content in print as well as via social media and website. Work with town departments to promote, publicize, and advance town projects, objectives, and/or town commission initiatives. Reports to town manager.

DUTIES AND RESPONSIBILITIES

- Develop community outreach and public awareness campaigns for town programs, services, and initiatives using exhibits, videography, photography, special public presentations, and the use of town online video channel. Define segment(s) of the public to be reached and execute the most effective techniques to reach the public, including social media.
- Collaborate with other teams, including management, department staff to ensure cohesive branding and public relations.
- Create, edit, and revise materials to include special correspondence and/or documents for community outreach.
- Write and coordinate the distribution of news releases, news articles, website content, brochures, and information packets specific to the needs of town departments and/or elected official(s).
- Respond and work directly with the media and/or organizations in preparing and distributing public services announcements, fact sheets, and other information.
- Coordinate and schedule speaking engagements, special events, and media interviews to convey information about specific programs, inquiries or events.
- Coordinate the creation, design and layout of publications including the arrangement of print, photography, illustrations, and artwork.
- Coordinate planning of events, including ribbon cutting ceremonies and groundbreaking events.
- Incumbent(s) in this classification may handle sensitive and/or confidential records, plans, documents or decisions that require maintaining confidentiality of sensitive information.

Minimum Qualifications

- Bachelor's Degree in Communications, English, Journalism, Marketing, or related academic field.
- Two (2) years work experience in public information, marketing, or related field.

Knowledge, Skills and Abilities

- Possess a solid understanding of effective communications and marketing techniques;
- Must have excellent writing and editing skills;
- Be able to communicate clearly and effectively;
- Strong time-management, project management, and organizational skills;
- Experience and ability to work harmoniously with a wide range of people; and
- Self-motivated; ability to accomplish tasks with minimal instruction.
- Knowledge of Edgewood area and community preferred.

ADDITIONAL REQUIREMENTS

??? Such requirements might include background check, bonding, etc.

WORKING CONDITIONS

- Essential duties are performed primarily indoors (90%) and occasionally outdoors (10%). Indoor duties are performed in a temperature-controlled environment. Worker is exposed to natural weather conditions while performing outdoor duties.
- Indoor duties are performed on an even surface, which may be carpeted or tiled. Working surface is typically dry.
- Outdoor duties may be performed on both even and uneven surfaces which may be either wet or dry. Surfaces may be inclined or flat, and range from gravel, asphalt, or concrete.
- Most duties are performed alone. Worker may perform certain duties as a part of a select team of individuals.

EQUIPMENT, TOOLS, AND MATERIALS

- Equipment typically used in the performance of duties include computer, cameras, telephone, photocopy machine, facsimile machine and calculator.
- Materials and products handled while performing essential duties include files, forms, reports, various other paperwork, and a wide variety of basic office supplies.
- Town vehicle is used on an occasional basis.

Equal Opportunity Employer

The above information for this job description has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties and responsibilities required of all employees assigned to this job.