Town of Edgewood

Agenda
Regular
Tuesday, December 10, 2024 @ 6:00 PM
Townhall of Edgewood Commission Chambers - 171A State Rd. 344

This meeting is held in-person. As a convenience, a meeting livestream may be available but could be impacted by technology or internet signal. Click link for YouTube livestream: https://www.youtube.com/@thetownofedgewoodnm/stream

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

Page

I. WELCOME, INTRODUCTION, & ROLL CALL

A. Invocation

B. Pledge of Allegiance

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

II. AGENDA APPROVAL

III. PUBLIC COMMENTS

IV. CONSENT AGENDA

A. Approve/Amend/Disapprove Minutes/Check Report

i. 2024.12.10 Check Report — 4 - 19

ii. Draft Minutes - Nov 26 Regular Mtg — 20 - 58
Draft Minutes - Nov 26 workshop

B. Department and Advisory Board Reports

i. Police

ii. Animal Control

iii. Municipal Court

iv. Roads

v. Library

vi. Parks and Recreation

vii. Maintenance

viii. Wastewater

ix. IT Technology

x. Community Development and Planning & Zoning

V. MATTERS FROM THE COMMISSIONERS

A. Patrick Milligan

B. Stephen Murillo

C. Phil Anaya

D. Ken Brennan

E.

VI. MATTERS FROM THE CLERK-TREASURER

VII. MATTERS FROM THE CHIEF OF POLICE

VIII. MATTERS FROM THE TOWN MANAGER

IX. DISCUSSION AND ACTION ITEMS

i. PUBLIC HEARING- Amendments to Ordinance 2022-03 Cannabis 59 - 96

Town of Edgewood Ordinance 2022-03 Cannabis
Redline Cannabis Ordinance

ii. Approval of Fiscal Agent MOUs with the MRCOG- Action Item 97 - 115

DRAFT Fiscal Agent Agreement MRCOG_Edgewood 23-H3186
DRAFT Fiscal Agent Agreement Edgewood-MRCOG-NMED_11.25.2024
DRAFT Fiscal Agent Agreement MRCOG_Edgewood 22-G2417 NMED 11.25.2024
DRAFT Fiscal Agent Agreement MRCOG_Edgewood 22-G2444-13
NMED Authorized Signature Page - SAP-22-G2417-STB

iii. Old Business - Discussion and Possible Action- Use of the Book Barn Portable Building (Town Manager Nina McCracken)

iv. Discussion and Action on details for the interview and appointment of a new Commissioner for District 5 (Clerk/Treasurer Jones) 116 - 117

Commission Vacancy Policy FINAL

v. Discussion and Possible Action - 2025 Roads Project Considerations (Commissioner Brennan)

- List of all school bus routes in Edgewood not on town-maintained roads list (and not under HOA responsibility)
  - Hawks Rd. and Windswept Rd. emergency maintenance (and possible acceptance for town maintenance)
- List of all roads under DOT maintenance

vi. Reassign former Commissioner Donner's liaison roles (ie: advisory boards, committees, and other agencies) (Community Liaison Linda Burke)

vii. Appointment to the Library Advisory Board (Library Operation Manager Brandyn Burke)

viii. Organizational Chart - Discussion Only (Community Liaison Linda Burke) 118 - 120
Staffing Development FY26 and FY27
Edgewood - Org Chart 3-G Draft Oversized

X. FUTURE MEETINGS

December 17, 2024 - REGULAR COMMISSION MEETING
January 14, 2024- REGULAR COMMISSION MEETING

XI. FUTURE EVENTS

December 14, 2024 STUFF THE BUS FOOD DRIVE - from 9:00am - 1:00pm at Smiths Food and Drug 2 NM-344, Edgewood NM 87015
December 14, 2024 HOLIDAY ORNAMENT DECORATING - from 11:00am - 2:00 pm in the Town of Edgewood Library

XII. ADJOURN

TOWN OF EDGEWOOD

Check Report

By Check Number

Date Range: 11/19/2024 - 12/06/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Operating-AP Operating						
VEN01586	Lee Holdings, Inc	12/03/2024	Regular	0.00	-30,354.23	32663
VEN01017	Coffeetime Bottled Water & Coffee Service	11/25/2024	Regular	0.00	119.55	32706
Payable #	**Payable Type** / **Post Date** / **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number / **Account Name** / **Item Description**			**Distribution Amount**		
185223	Invoice / 11/21/2024 / Water Bill for Year			0.00	83.77	
	11000-2004-57999-00000-00000 / Other Operating Costs / NMGRT			6.52		
	11000-3001-56020-00000-00000 / Supplies - General Office / Watere for FY 25 PD			77.25		
185254	Invoice / 11/22/2024 / Water Bill for Year			0.00	35.78	
	11000-2004-56020-00000-00000 / Supplies - General Office / Water for FY 25 Admin			33.15		
	11000-2004-57999-00000-00000 / Other Operating Costs / NMGRT			2.63		
VEN01539	Linda Burke	11/25/2024	Regular	0.00	166.16	32707
Payable #	**Payable Type** / **Post Date** / **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number / **Account Name** / **Item Description**			**Distribution Amount**		
10/21-10/24	Invoice / 11/22/2024 / Travel Reimbursement for Clerks Institute			0.00	166.16	
	11000-2004-53030-00000-00000 / Travel - Employees / Travel Reimbursement for Clerk			166.16		
VEN01625	Petworkshops, LLC	11/25/2024	Regular	0.00	534.00	32708
Payable #	**Payable Type** / **Post Date** / **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number / **Account Name** / **Item Description**			**Distribution Amount**		
000062	Invoice / 11/22/2024 / Canine Defensive Handling Course			0.00	534.00	
	11000-3004-57050-00000-00000 / Employee Training / Canine Defensive Handling Cour			534.00		
VEN01350	MGS Communications INC	11/25/2024	Regular	0.00	126.00	32709
Payable #	**Payable Type** / **Post Date** / **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number / **Account Name** / **Item Description**			**Distribution Amount**		
MGS8825	Invoice / 11/22/2024 / Monthly Radio Air Time (6 Months)			0.00	126.00	
	21600-5002-57030-00000-00000 / Communication Costs / Monthly Radio Air Time for 6 m			126.00		
VEN01499	Public Safety Psychological Services	11/25/2024	Regular	0.00	373.41	32710
Payable #	**Payable Type** / **Post Date** / **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number / **Account Name** / **Item Description**			**Distribution Amount**		
001-002	Invoice / 11/21/2024 / PSYCH EVAL - EWPD CADET JEFFREY MAU			0.00	373.41	
	11000-3001-55030-00000-00000 / Contract - Professional Se / PSYCH EVAL - EWPD CADET JEFF			350.00		
	11000-3001-55030-00000-00000 / Contract - Professional Se / LABOR TAX			23.41		
VEN01039	Air Care New Mexico	11/25/2024	Regular	0.00	2,984.86	32711
Payable #	**Payable Type** / **Post Date** / **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number / **Account Name** / **Item Description**			**Distribution Amount**		
221631	Invoice / 11/21/2024 / HEATING UNIT INSTALLATION FOR MAINT			0.00	2,984.86	
	11000-2006-54010-00000-00000 / Maintenance & Repairs - / MILEAGE			123.20		
	11000-2006-54010-00000-00000 / Maintenance & Repairs - / GAS FLEX, THERMOSTAT & FLUE			175.00		
	11000-2006-54010-00000-00000 / Maintenance & Repairs - / CONSUMABLES - EPA (REMOVE			70.00		
	11000-2006-54010-00000-00000 / Maintenance & Repairs - / LABOR AND TAX			750.00		
	11000-2006-54010-00000-00000 / Maintenance & Repairs - / MODINE HANGING UNIT-HEATE			1,746.66		
	11000-2006-54010-00000-00000 / Maintenance & Repairs - / PUR & INSTALL THERMOSTAT			120.00		
VEN01041	Desert Greens Equipment Inc	11/25/2024	Regular	0.00	322.90	32712

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
02-91951	Invoice	11/21/2024	CHAPS FOR MAINT PERSONNEL	0.00	322.90	
	11000-2006-56090-00000-00000	Supplies - Safety	CHAPS 36" ITEM #7010-885-210	120.41		
	11000-2006-56090-00000-00000	Supplies - Safety	CHAPS 32" ITEM #7010-885-210	202.49		
VEN01008	Ingram Library Services	11/25/2024	Regular	0.00	2,476.03	32713
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
84698515	Invoice	11/21/2024	Book Order	0.00	2,476.03	
	11000-4004-58070-00000-00000	Library/Museum Acquisiti	Books	2,476.03		
VEN01014	Tyler Technologies, Inc.	11/25/2024	Regular	0.00	128.54	32714
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
025-485774	Invoice	11/21/2024	Utility Billing Assistance 10/31/2024	0.00	128.54	
	11000-2004-57999-00000-00000	Other Operating Costs	Utility Billing Assistance 10/31/2	118.98		
	11000-2004-57999-00000-00000	Other Operating Costs	NMGRT	9.56		
VEN01295	Cooperative Educational Services	11/25/2024	Regular	0.00	315.77	32715
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11.21.2024	Invoice	11/21/2024	Outstanding Account Balance	0.00	315.77	
	11000-2004-57999-00000-00000	Other Operating Costs	Outstanding Account Balance	315.77		
VEN01074	Dennis Engineering Company	11/25/2024	Regular	0.00	27,233.97	32716
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10104A	Invoice	11/21/2024	HORTON ROAD IMPROVEMENTS 2024	0.00	27,233.97	
	39900-2002-58040-00000-00000	Infrastructure	HORTON ROAD IMPROVEMENT	25,304.50		
	39900-2002-58040-00000-00000	Infrastructure	NMGRT	1,929.47		
VEN01035	Plateau	11/25/2024	Regular	0.00	160.69	32717
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11.21.2024	Invoice	11/21/2024	Monthly Phone Service at DOT Location	0.00	160.69	
	11000-2004-57160-00000-00000	Telecommunications	Monthly Phone Service at DOT L	160.69		
VEN01062	Stelzner, Winter, Warburton, Flores & Dawes, F	11/25/2024	Regular	0.00	2,604.08	32718
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
24963	Invoice	11/21/2024	General Counsel Services for October	0.00	2,604.08	
	11000-2004-55999-00000-00000	Contract - Other Services	Invoice# 24963	604.08		
	11000-2012-55020-00000-00000	Contract - Attorney Fees	Invoice# 24963	2,000.00		
VEN01082	Virtue & Najjar, PC	11/25/2024	Regular	0.00	56.80	32719
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
31186	Invoice	11/21/2024	Professional Services for October	0.00	56.80	
	11000-2004-57999-00000-00000	Other Operating Costs	Professional Services for Octobe	56.80		
VEN01057	CDM Smith Inc	11/25/2024	Regular	0.00	39,454.86	32720
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
90218455	Invoice	11/21/2024	Water Quality Improvements 8/24-10/24	0.00	7,778.06	
	39900-2002-58040-00000-00000	Infrastructure	INV# 90218455	7,778.06		
90218456	Invoice	11/21/2024	Water Quality Improvements 8/24-10/24	0.00	31,676.80	
	39900-2002-58040-00000-00000	Infrastructure	INV# 90218456	31,676.80		
VEN01025	Central NM Electric CO-OP	11/25/2024	Regular	0.00	6,184.46	32721

Check Report

Date Range: 11/19/2024 - 12/06/2024

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
11/12/2024_2	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	77.28	
	11000-2006-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Maintena			77.28	
11/12/2024 1	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	90.05	
	11000-4007-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Communit			90.05	
11/12/2024 10	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	249.61	
	11000-3004-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Animal Sh			249.61	
11/12/2024 11	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	30.91	
	11000-4003-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Parks & R			30.91	
11/12/2024 12	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	59.70	
	21600-5002-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Road Dept			59.70	
11/12/2024 13	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	6.08	
	21600-5002-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Road Dept			6.08	
11/12/2024 14	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	115.53	
	21600-5002-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Road Dept			115.53	
11/12/2024 15	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	80.82	
	50300-6005-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - WWTP			80.82	
11/12/2024 16	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	106.66	
	21600-5002-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Road Dept			106.66	
11/12/2024 17	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	98.54	
	11000-2004-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Admin			98.54	
11/12/2024 18	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	90.13	
	11000-2004-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Admin			90.13	
11/12/2024 19	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	163.38	
	21600-5002-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Road Dept			163.38	
11/12/2024 20	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	43.02	
	50300-6005-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - WWTP			43.02	
11/12/2024 21	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	84.68	
	11000-1009-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Court			84.68	
11/12/2024 3	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	49.81	
	21600-5002-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Road Dept			49.81	
11/12/2024 4	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	684.73	
	21600-5002-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Road Dept			684.73	
11/12/2024 5	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	67.39	
	21600-5002-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Road Dept			67.39	
11/12/2024 6	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	326.56	
	50300-6005-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - WWTP			326.56	
11/12/2024 7	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	186.70	
	50300-6005-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - WWTP			186.70	
11/12/2024 8	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	22.78	
	11000-4003-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - Parks & R			22.78	
11/12/2024 9	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	227.91	
	11000-3001-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - PD			227.91	
11/12/24	Invoice	11/21/2024	Monthly Electric Bill - All Departments		0.00	3,322.19	
	50300-6005-57170-00000-00000	Utilities - Electricity	Monthly Electric Bill - WWTP			3,322.19	
VEN01269	Walmart Community		11/25/2024	Regular	0.00	224.91	32722
11.01.2024	Invoice	11/19/2024	USBC Charger for IT		0.00	23.97	
	11000-2004-56999-00000-00000	Supplies - Other	USBC Charger DUO			23.97	
11.12.2024	Invoice	11/15/2024	Coffee and Coffee Cups for Office		0.00	22.09	

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	11000-2004-56999-00000-00000 Supplies - Other		GV Coffee Pods 48ct		16.47	
	11000-2004-56999-00000-00000 Supplies - Other		Paper Cups		5.62	
11/14/2024	Invoice	11/22/2024	MOVING BOXES FOR PD TO RELOCATE TO	0.00	27.00	
	11000-3001-57999-00000-00000 Other Operating Costs		MOVING BOXES FOR PD RELOCA		27.00	
11/19/2024	Invoice	11/22/2024	Med Supplies/Cleaning Supplies/Batteries	0.00	151.85	
	11000-3004-56999-00000-00000 Supplies - Other		Pill Splitter		4.12	
	11000-3004-56999-00000-00000 Supplies - Other		Benedryl (100 ct.)		3.97	
	11000-3004-56999-00000-00000 Supplies - Other		Lysol Laundry Sanitizer (90 oz.)		12.97	
	11000-3004-56999-00000-00000 Supplies - Other		Scrub Brush - Narrow		3.72	
	11000-3004-56999-00000-00000 Supplies - Other		Scrub Brush - Wide (Red & Black		5.48	
	11000-3004-56999-00000-00000 Supplies - Other		Special Kitty Kitten Wet Food Va		12.82	
	11000-3004-56999-00000-00000 Supplies - Other		Dishwasher Gel (120 oz.)		19.68	
	11000-3004-56999-00000-00000 Supplies - Other		Cascade Power Dry Dishwasher		6.64	
	11000-3004-56999-00000-00000 Supplies - Other		Heavy Duty Tarp - 8' x 10'		14.76	
	11000-3004-56999-00000-00000 Supplies - Other		C Batteries (4 ct.)		9.94	
	11000-3004-56999-00000-00000 Supplies - Other		55 gal Contractor Trash Bags (20		38.94	
	11000-3004-56999-00000-00000 Supplies - Other		Sterile Alcohol Prep Pads (100 ct		4.41	
	11000-3004-56999-00000-00000 Supplies - Other		Tums Antacid Tablets (72 ct.)		5.48	
	11000-3004-56999-00000-00000 Supplies - Other		Pill Crusher		4.98	
	11000-3004-56999-00000-00000 Supplies - Other		Scrub Brush - Wide (White)		3.94	
VEN01086	Office Depot	11/25/2024	Regular	0.00	671.73	32723
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
388858823001	Invoice	11/22/2024	OFFICE SUPPLIES	0.00	21.27	
	11000-3001-56020-00000-00000 Supplies - General Office		SUPPLY BASKETS		10.57	
	11000-3001-56020-00000-00000 Supplies - General Office		EXPO DRY ERASE MARKERS		10.70	
388864530001	Invoice	11/22/2024	OFFICE SUPPLIES	0.00	163.61	
	11000-3001-56020-00000-00000 Supplies - General Office		GREEN MOUNTAIN COFFEE KCU		35.34	
	11000-3001-56020-00000-00000 Supplies - General Office		DUNKIN DONUTS KCUPS ORIGIN		58.96	
	11000-3001-56020-00000-00000 Supplies - General Office		GREEN MOUNTAIN COFFEE KCU		34.68	
	11000-3001-56020-00000-00000 Supplies - General Office		DONUT SHOP COFFEE KCUPS M		34.63	
388864530002	Invoice	11/22/2024	OFFICE SUPPLIES	0.00	34.16	
	11000-3001-56020-00000-00000 Supplies - General Office		GREEN MOUNTAIN COFFEE KCU		34.16	
393292366001	Invoice	11/21/2024	Office Supplies	0.00	190.99	
	11000-4004-56020-00000-00000 Supplies - General Office		Paper		140.97	
	11000-4004-56020-00000-00000 Supplies - General Office		Dry Erase Markers		15.84	
	11000-4004-56020-00000-00000 Supplies - General Office		Cardstock		8.38	
	11000-4004-56999-00000-00000 Supplies - Other		Air Freshner		25.80	
393292644001	Invoice	11/21/2024	Office Supplies	0.00	12.50	
	11000-4004-56020-00000-00000 Supplies - General Office		Bulldog Magnetic Clips		12.50	
394899836001	Invoice	11/22/2024	OFFICE SUPPLIES	0.00	33.44	
	11000-3001-56020-00000-00000 Supplies - General Office		BUSINESS CARD HOLDERS		33.44	
394901098001	Invoice	11/22/2024	OFFICE SUPPLIES	0.00	55.24	
	11000-3001-56020-00000-00000 Supplies - General Office		WOOD CLIPBOARDS		18.28	
	11000-3001-56020-00000-00000 Supplies - General Office		SHEET PROTECTORS		36.96	
394901102001	Invoice	11/22/2024	OFFICE SUPPLIES	0.00	160.52	
	11000-3001-56020-00000-00000 Supplies - General Office		BOOK SUPPORTS		105.34	
	11000-3001-56020-00000-00000 Supplies - General Office		WRITING PADS		55.18	
VEN01117	AAA Pumping Service, Inc.	11/25/2024	Regular	0.00	134.66	32724
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
I73296	Invoice	11/20/2024	Monthly Construction Toilets at Communi	0.00	134.66	
	11000-0001-44180-00000-00000 Recreation Fees		Handicap Rental 28 days, Fuel, a		134.66	
VEN01460	Output Services, Inc.	11/25/2024	Regular	0.00	124.27	32725

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV122319	Invoice	11/20/2024	Reindeer Run Bibs	0.00	124.27	
	11000-4003-57999-00000-00000	Other Operating Costs	TYVEK Bibs	124.27		
VEN01002	EPCOR Water	11/25/2024	Regular	0.00	2,561.95	32726
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003467	Invoice	11/20/2024	Monthly Water Bill - All Departments	0.00	2,092.76	
	11000-4003-57173-00000-00000	Utilities - Water	Monthly Water Bill - Parks & Rec	2,092.76		
INV0003468	Invoice	11/20/2024	Monthly Water Bill - All Departments	0.00	58.16	
	11000-1009-57173-00000-00000	Utilities - Water	Monthly Water Bill - Court	58.16		
INV0003469	Invoice	11/20/2024	Monthly Water Bill - All Departments	0.00	291.13	
	11000-3004-57173-00000-00000	Utilities - Water	Monthly Water Bill - Animal She	291.13		
INV0003470	Invoice	11/20/2024	Monthly Water Bill - All Departments	0.00	119.90	
	11000-2006-57173-00000-00000	Utilities - Water	Monthly Water Bill - Maintenan	119.90		
VEN01092	Calibre Press	11/25/2024	Regular	0.00	359.00	32727
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
24-122314	Invoice	11/20/2024	SCENARIOS & TACTICS FOR THE FTO OFC	0.00	359.00	
	11000-3001-57050-00000-00000	Employee Training	SCENARIOS & TACTICS TNG - SG	359.00		
VEN01204	Scientific Laboratory Division	11/25/2024	Regular	0.00	65.00	32728
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20250332	Invoice	11/20/2024	ON-LINE TRAINING COURSE FOR SGT CA	0.00	65.00	
	11000-3001-57050-00000-00000	Employee Training	ONLINE TRAINING COURSE FOR	65.00		
VEN01075	Pitney Bowes	11/25/2024	Regular	0.00	267.39	32729
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11.20.24	Invoice	11/20/2024	Pitney Bowes Machine Postage for Year	0.00	267.39	
	11000-2004-57080-00000-00000	Postage	Postage Usage	267.39		
VEN01123	Central New Mexico Pumping, Inc.	11/25/2024	Regular	0.00	220.00	32730
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
148391	Invoice	11/20/2024	Port-a-Potty Monthly Rental & Cleaning	0.00	220.00	
	11000-4003-57999-00000-00000	Other Operating Costs	Port-a-Potty Monthly Rental & C	220.00		
VEN01007	Mutual of Omaha Insurance Company	11/26/2024	Regular	0.00	539.11	32731
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002782	Invoice	09/18/2024	Life Insurance Premiums	0.00	539.11	
	11000-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	477.56		
	21600-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	52.08		
	50300-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	9.47		
VEN01007	Mutual of Omaha Insurance Company	11/26/2024	Regular	0.00	539.11	32732
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003088	Invoice	10/16/2024	Life Insurance Premiums	0.00	539.11	
	11000-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	479.02		
	21600-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	50.84		
	50300-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	9.25		
VEN01007	Mutual of Omaha Insurance Company	11/26/2024	Regular	0.00	539.11	32733

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003385	Invoice	11/13/2024	Life Insurance Premiums	0.00	539.11	
	11000-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	479.88		
	21600-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	50.11		
	50300-0001-21107-00000-00000	Life Insurance Payable	Life Insurance Premiums	9.12		
VEN01072	New Mexico Department of Workforce Solutior	11/26/2024	Regular	0.00	833.47	32734
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002630	Invoice	09/04/2024	State Unemployment	0.00	109.95	
	11000-0001-21108-00000-00000	Unemployment Payable	State Unemployment	109.69		
	21600-0001-21108-00000-00000	Unemployment Payable	State Unemployment	0.26		
INV0002793	Invoice	09/18/2024	State Unemployment	0.00	723.52	
	11000-0001-21108-00000-00000	Unemployment Payable	State Unemployment	723.52		
VEN01072	New Mexico Department of Workforce Solutior	11/26/2024	Regular	0.00	990.49	32735
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002947	Invoice	10/02/2024	State Unemployment	0.00	990.49	
	11000-0001-21108-00000-00000	Unemployment Payable	State Unemployment	990.49		
VEN01111	Brazas Fire & Safety Equipment Company	12/02/2024	Regular	0.00	180.51	32736
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
I241126786	Invoice	11/27/2024	FIRE SUPRESSION SYSTEM SERVICE	0.00	180.51	
	11000-3001-54010-00000-00000	Maintenance & Repairs -	TAX ON LABOR	11.51		
	11000-3001-54010-00000-00000	Maintenance & Repairs -	RANGE GUARD KITCHEN FIRE S	100.00		
	11000-3001-54010-00000-00000	Maintenance & Repairs -	TRAVEL & TRANSPORTATION CH	45.00		
	11000-3001-54010-00000-00000	Maintenance & Repairs -	FUSIBLE LINK	24.00		
VEN01124	C & H Metal Crafts	12/02/2024	Regular	0.00	468.00	32737
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11.26.2024	Invoice	11/27/2024	EWPD CHAPLAIN BADGES	0.00	468.00	
	11000-3001-56110-00000-00000	Supplies - Uniforms/Linen	EWPD CHAPLAIN BADGES	420.00		
	11000-3001-56110-00000-00000	Supplies - Uniforms/Linen	EWPD CHAPLAIN BADGES	48.00		
VEN01400	DJ'S PEST CONTROL	12/02/2024	Regular	0.00	361.46	32738
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19260	Invoice	11/26/2024	Bi-Monthly Pest Control	0.00	95.68	
	11000-3004-55999-00000-00000	Contract - Other Services	NMGRT	5.68		
	11000-3004-55999-00000-00000	Contract - Other Services	Bi-Monthly Pest Control	90.00		
19261	Invoice	11/27/2024	INSECT & RODENT CONTROL SVCS 11/22/	0.00	132.89	
	11000-3001-55030-00000-00000	Contract - Professional Se	INSECT & RODENT CONTROL SV	125.00		
	11000-3001-55030-00000-00000	Contract - Professional Se	TAX ON LABOR	7.89		
19262	Invoice	11/26/2024	General Insect/ Rodent Control	0.00	132.89	
	11000-2004-57999-00000-00000	Other Operating Costs	General Insect/ Rodent Control	125.00		
	11000-2004-57999-00000-00000	Other Operating Costs	NMGRT	7.89		
VEN01268	Wells Fargo Card Service Payment Remittance (	12/02/2024	Regular	0.00	211.24	32739

Check Report

Date Range: 11/19/2024 - 12/06/2024

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
			Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11/14/2024	Invoice	11/22/2024	Tarps/Dog Food/Dog Treats/Coffee		0.00	211.24	
	11000-3004-56999-00000-00000	Supplies - Other	NMGRT			14.00	
	11000-3004-56999-00000-00000	Supplies - Other	Milk Bone Maro Snacks Dog Tre			8.48	
	11000-3004-56999-00000-00000	Supplies - Other	Milk Bone Large Biscuit Dog Tre			14.98	
	11000-3004-56999-00000-00000	Supplies - Other	Member's Mark Dental Chews D			17.24	
	11000-3004-56999-00000-00000	Supplies - Other	Milk Bone Soft & Chewy Dog Tre			11.98	
	11000-3004-56999-00000-00000	Supplies - Other	Milk Bone Small Biscuit Dog Tre			10.78	
	11000-3004-56999-00000-00000	Supplies - Other	Member's Mark Breakfast Blend			27.98	
	11000-3004-56999-00000-00000	Supplies - Other	Purina PuppyFood (34 lbs.)			54.72	
	11000-3004-56999-00000-00000	Supplies - Other	Heavy Duty Tarps 12' x 16'			51.08	
VEN01268	Wells Fargo Card Service Payment Remittance (	12/02/2024		Regular	0.00	257.76	32740
11.20.24	Invoice	11/27/2024	TRAINING LUNCH @ EWPD 11/20/24		0.00	149.64	
	11000-3001-57999-00000-00000	Other Operating Costs	TRAINING LUNCH @ EWPD 11/2			149.64	
11.21.24	Invoice	11/27/2024	LUNCH @ EWPD TNG DATE 11/21/24		0.00	108.12	
	11000-3001-57999-00000-00000	Other Operating Costs	LUNCH DURING EWPD TRAININ			108.12	
VEN01045	County of Santa Fe	12/02/2024		Regular	0.00	873.00	32741
EDG 10-2024	Invoice	11/21/2024	Inmate Housing		0.00	291.00	
	20100-8003-57010-00000-00000	Care of Prisoners	Inmate Housing			291.00	
EDG 7-2024	Invoice	11/26/2024	Inmate housing		0.00	582.00	
	20100-8003-57010-00000-00000	Care of Prisoners	Inmate housing			582.00	
VEN01151	Auto Zone, Inc	12/02/2024		Regular	0.00	17.98	32742
02248763517	Invoice	11/26/2024	Misc. Road Equipment Maintenance		0.00	17.98	
	21600-5002-54999-00000-00000	Other Maintenance	Misc. Road Equipment Mainten			17.98	
VEN01074	Dennis Engineering Company	12/02/2024		Regular	0.00	51,923.69	32743
10068	Invoice	11/26/2024	Ch. St., Nugent, and Meadow Estates		0.00	21,094.50	
	39900-2002-58040-00000-00000	Infrastructure	Church Street Improvements			21,094.50	
10074	Invoice	11/26/2024	Ch. St., Nugent, and Meadow Estates		0.00	8,852.16	
	39900-2002-58040-00000-00000	Infrastructure	Nugent Road Improvements			8,852.16	
10075	Invoice	11/26/2024	Ch. St., Nugent, and Meadow Estates		0.00	3,390.19	
	39900-2002-58040-00000-00000	Infrastructure	Park-Open Space Land Division-			3,390.19	
9758	Invoice	11/26/2024	Prior FY Invoices for Ch. St. and W. Venus		0.00	2,109.45	
	39900-2002-58040-00000-00000	Infrastructure	Church Street INV#9758			2,109.45	
9818	Invoice	11/26/2024	Prior FY Invoices for Ch. St. and W. Venus		0.00	16,477.39	
	39900-2002-58040-00000-00000	Infrastructure	Church Street INV#9818			16,477.39	
VEN01505	CTRL-P INC	12/02/2024		Regular	0.00	26.28	32744
21F27053-0006	Invoice	11/26/2024	Notice of Public Hearing Town of Edgewo		0.00	26.28	
	11000-2004-57999-00000-00000	Other Operating Costs	NMGRT			1.48	
	11000-2004-57999-00000-00000	Other Operating Costs	Notice of Public Hearing Town o			24.80	
VEN01285	North Central New Mexico Economic Developm	12/02/2024		Regular	0.00	500.00	32745

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payable Description	Payment Date / Payment Type	Discount Amount / Payable Amount	Payment Amount	Number
	Account Number	Account Name	Item Description		Distribution Amount		
2025-013	Invoice	11/26/2024	TOE Annual Dues for FY25		0.00	500.00	
	11000-2004-57999-00000-00000	Other Operating Costs	TOE Annual Dues for FY25		500.00		
VEN01036	Robert Wood			12/02/2024 Regular	0.00	50.16	32746
11469	Invoice	11/27/2024	TOWN HALL DUPLICATE KEYS		0.00	50.16	
	11000-2004-57999-00000-00000	Other Operating Costs	DUPLICATE KEY ORANGE		35.10		
	11000-2004-57999-00000-00000	Other Operating Costs	REKEY CYLINDER		13.95		
	11000-2004-57999-00000-00000	Other Operating Costs	NMGRT		1.11		
VEN01632	Canon's Vacuum Truck Services, Inc			12/02/2024 Regular	0.00	4,533.38	32747
9732	Invoice	11/27/2024	WWTP PUMPING SERVICES		0.00	4,533.38	
	50300-6005-57999-00000-00000	Other Operating Costs	WWTP PUMPING SERVICES		4,200.00		
	50300-6005-57999-00000-00000	Other Operating Costs	NMGRT		333.38		
VEN01030	Southwest Construction Parts, Inc.			12/02/2024 Regular	0.00	3,296.00	32748
101279	Invoice	11/26/2024	Grader Blade Repair		0.00	3,296.00	
	21600-5002-54999-00000-00000	Other Maintenance	Grader Blade		1,648.00		
	21600-5002-54999-00000-00000	Other Maintenance	Grader Blade - 3/4x8x7' 3/4 Hol		1,648.00		
VEN01051	Southwest Copy Systems, Inc.			12/03/2024 Regular	0.00	27.30	32749
555975	Invoice	11/26/2024	Copier Lease		0.00	27.30	
	11000-2004-57999-00000-00000	Other Operating Costs	NMGRT		2.01		
	11000-2004-57999-00000-00000	Other Operating Costs	Copier Lease		25.29		
VEN01638	James Reader			12/03/2024 Regular	0.00	17.26	32750
11.26.2024	Invoice	11/26/2024	Reimbursement for Zoom software subscr		0.00	17.26	
	11000-2004-57999-00000-00000	Other Operating Costs	Reimbursement for Zoom softw		17.26		
VEN01024	Administrative Office of the Courts			12/03/2024 Regular	0.00	9.00	32751
10/2024	Invoice	11/26/2024	October Court fees		0.00	9.00	
	11000-0001-45020-00000-00000	Court Fines	Octoberr Court fees		9.00		
VEN01616	Stein & Brockmann PA			12/03/2024 Regular	0.00	405.70	32752
19725	Invoice	11/26/2024	October account balance for Professional		0.00	405.70	
	11000-2004-55030-00000-00000	Contract - Professional Se	October account balance for Pro		405.70		
VEN01634	CARL M PRATHER			12/03/2024 Regular	0.00	1,081.25	32753
241122	Invoice	11/26/2024	TRAINING FOR TOE/EWPD RE: CYBERSEC		0.00	1,081.25	
	11000-3001-57050-00000-00000	Employee Training	TAX ON LABOR		81.25		
	11000-3001-57050-00000-00000	Employee Training	OSINT SKILLS I - GOVT		600.00		
	11000-3001-57050-00000-00000	Employee Training	CYBERSECURITY AWARENESS TR		400.00		
VEN01420	Consensus Planning, Inc.			12/03/2024 Regular	0.00	1,614.38	32754

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
85272	Invoice	11/26/2024	Prior FY invoice for 2076-00 Comprehensi	0.00	1,614.38	
	11000-2004-57999-00000-00000	Other Operating Costs	NMGRT	114.38		
	11000-2004-57999-00000-00000	Other Operating Costs	Invoice #85272 from 5/1-5/31/2	1,500.00		
VEN01600	Kosh Solutions, LLC	12/03/2024	Regular	0.00	10,366.63	32755
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
174398	Invoice	11/26/2024	Monthly IT Support at Town Hall and PD	0.00	5,087.97	
	11000-2004-57999-00000-00000	Other Operating Costs	Town hall Monthly IT support	5,087.97		
174399	Invoice	11/26/2024	Monthly IT Support at Town Hall and PD	0.00	5,087.97	
	11000-3001-57999-00000-00000	Other Operating Costs	PD Monthly IT support	5,087.97		
FC 8326	Invoice	11/26/2024	Monthly IT Support at Town Hall and PD	0.00	190.69	
	11000-2004-57999-00000-00000	Other Operating Costs	Late Charge	95.34		
	11000-3001-57999-00000-00000	Other Operating Costs	Late Charge	95.35		
VEN01586	Lee Holdings, Inc	12/03/2024	Regular	0.00	100,740.96	32756
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
47405	Invoice	11/26/2024	Professional Services for Interchanges and	0.00	38,343.01	
	39900-2002-58040-00000-00000	Infrastructure	5101750 NM 344 PHASE A/B	38,343.01		
47406	Invoice	11/26/2024	Professional Services for Interchanges and	0.00	22,608.32	
	39900-2002-58040-00000-00000	Infrastructure	5101760 WEST INTERCHANGE P	22,608.32		
47407	Invoice	11/26/2024	Professional Services for Interchanges and	0.00	39,789.63	
	39900-2002-58040-00000-00000	Infrastructure	5101770 EAST INTERCHANGE P	39,789.63		
VEN01425	Eurofins Environment Testing South Central LLC	12/03/2024	Regular	0.00	222.78	32757
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8850011344	Invoice	11/26/2024	Wastewater testing for FY25	0.00	76.41	
	50300-6005-55030-60001-00000	Wastewater Testing	E. Coli testing and disposal mon	76.41		
8850011438	Invoice	11/26/2024	Wastewater testing for FY25	0.00	146.37	
	50300-6005-55030-60001-00000	Wastewater Testing	E. Coli testing and disposal mon	146.37		
VEN01100	Halus Power Systems	12/03/2024	Regular	0.00	4,820.00	32758
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1966	Invoice	11/26/2024	Wind Generator For WW plant	0.00	4,820.00	
	50300-6005-57999-00000-00000	Other Operating Costs	PER DIEM FOOD	150.00		
	50300-6005-57999-00000-00000	Other Operating Costs	AIRFARE FROM AOK-ABQ	800.00		
	50300-6005-57999-00000-00000	Other Operating Costs	CONSUMABLES WITH SHIPPING	120.00		
	50300-6005-57999-00000-00000	Other Operating Costs	TECHNICIAN	3,225.00		
	50300-6005-57999-00000-00000	Other Operating Costs	MOTEL	270.00		
	50300-6005-57999-00000-00000	Other Operating Costs	CAR	255.00		
VEN01632	Canon's Vacuum Truck Services, Inc	12/03/2024	Regular	0.00	3,669.87	32759
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9708	Invoice	11/26/2024	Emergency Wastewater Pumping Services	0.00	1,673.03	
	50300-6005-57999-00000-00000	Other Operating Costs	Septic Pumping Inv#00044	1,673.03		
9709	Invoice	11/26/2024	Emergency Wastewater Pumping Services	0.00	1,996.84	
	50300-6005-57999-00000-00000	Other Operating Costs	Septic Pumping Inv#00049	1,996.84		
VEN01586	Lee Holdings, Inc	12/03/2024	Regular	0.00	30,354.23	32760

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Post Date / Payable Description / Item Description	Payment Date / Payment Type / Discount Amount / Payable Amount / Distribution Amount	Payment Amount	Number
47219	Invoice	11/12/2024 Professional Services for Interchanges	0.00	7,685.44	
39900-2002-58040-00000-00000	Infrastructure	NMGRT		544.50	
39900-2002-58040-00000-00000	Infrastructure	5101750-NM 344 Phase A/B		7,140.94	
47220	Invoice	11/12/2024 Professional Services for Interchanges	0.00	12,694.26	
39900-2002-58040-00000-00000	Infrastructure	5101760-West Interchange Phas		11,794.90	
39900-2002-58040-00000-00000	Infrastructure	NMGRT		899.36	
47221	Invoice	11/12/2024 Professional Services for Interchanges	0.00	9,974.53	
39900-2002-58040-00000-00000	Infrastructure	NMGRT		706.68	
39900-2002-58040-00000-00000	Infrastructure	5101770- East Interchange Phas		9,267.85	
VEN01061	VanAmberg, Rogers, Yepa, Abeita, Gomez & W	12/03/2024 Regular	0.00	4,763.13	32761
444873	Invoice	11/26/2024 Administrative Proceedings from 10/4-11	0.00	4,763.13	
11000-2004-55030-00000-00000	Contract - Professional Se	Administrative Proceedings fro		4,763.13	
VEN01275	Franks Supply	12/03/2024 Regular	0.00	7,000.00	32762
A032706	Invoice	12/03/2024 LIGHT TOWER PURCHASE	0.00	7,000.00	
11000-4003-56999-00000-00000	Supplies - Other	LIGHT TOWER 4000 WATT 28'		7,000.00	
VEN01347	Cintas Corporation No 2	12/03/2024 Regular	0.00	1,940.00	32763
9298472945	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	108.00	
11000-2006-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - Maintena		108.00	
9298472949	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	92.00	
11000-2006-55030-00000-00000	Contract - Professional Se	Eye Wash Station Agreement -		92.00	
9298473187	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	108.00	
21600-5002-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - Road		108.00	
9298473191	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	92.00	
21600-5002-55030-00000-00000	Contract - Professional Se	Eye Wash Station Agreement - R		92.00	
9298473607	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	108.00	
11000-2004-55999-00000-00000	Contract - Other Services	Zoll AED Agreement - Town Hall		108.00	
9298473612	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	92.00	
11000-2004-55999-00000-00000	Contract - Other Services	Eye Wash Station Agreement - T		92.00	
9298473615	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	648.00	
11000-3001-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - PD		648.00	
9298473618	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	184.00	
11000-3001-55030-00000-00000	Contract - Professional Se	Eye Wash Station Agreement - P		184.00	
9298474287	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	184.00	
50300-6005-55030-00000-00000	Contract - Professional Se	Eye Wash Agreement-WW		184.00	
9298516509	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	108.00	
11000-1009-57999-00000-00000	Other Operating Costs	Zoll AED Agreement - Court		108.00	
9298518399	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	108.00	
11000-4004-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - Library		108.00	
9298518404	Invoice	12/03/2024 Cintas Zoll AED & Eye Wash Station Agree	0.00	108.00	
11000-3004-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - Animal Sh		108.00	
VEN01022	Document Technologies	12/03/2024 Regular	0.00	907.39	32764

Check Report — Date Range: 11/19/2024 - 12/06/2024

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Distribution Amount	Number
					Discount Amount	**Payable Amount**	
					Account Name	**Item Description**	**Distribution Amount**
38020944	Invoice	12/03/2024	Document Technologies Printer/Copier		0.00	907.39	
	11000-1009-57999-00000-00000			Other Operating Costs	Brother Copier #U64647B3F983	129.63	
	11000-2004-57150-00000-00000			Subscriptions & Dues	Ricoh Printer #5211PB00942 Fin	129.62	
	11000-2004-57150-00000-00000			Subscriptions & Dues	Brother Printer #U64644F2F491	129.62	
	11000-2004-57150-00000-00000			Subscriptions & Dues	Brother Printer #U64647A4F240	129.63	
	11000-2006-57999-00000-00000			Other Operating Costs	Ricoh Copier #9173R400555 Ma	129.63	
	11000-3004-57999-00000-00000			Other Operating Costs	Brother Copier #U64647B3F983	129.63	
	21600-5002-57999-00000-00000			Other Operating Costs	Brother Printer #U64647J2F907	129.63	
VEN01626	New Mexico Development LLC		12/03/2024	Regular	0.00	5,833.33	32765
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
12.2024	Invoice	12/03/2024	New PD Building Rental for FY25		0.00	5,833.33	
	11000-3001-57140-00000-00000			Rent of Land/Building	Monthly Building Rent	5,833.33	
VEN01019	Sun Vista Outdoor Advertising LLC		12/03/2024	Regular	0.00	546.74	32766
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
12.2024	Invoice	12/03/2024	Billboard Advertisements for Year		0.00	546.74	
	21400-0001-41300-00000-00000			Lodgers' Tax	Billboard Advertisements for Ye	546.74	
VEN01026	EMW Gas Association		12/03/2024	Regular	0.00	1,262.08	32767
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
12.3.2024_3	Invoice	12/03/2024	Monthly Natural Gas Bill - All Department		0.00	24.00	
	11000-1009-57171-00000-00000			Utilities - Natural Gas	Monthly Natural Gas Bill - Court	24.00	
12.3.2024 1	Invoice	12/03/2024	Monthly Natural Gas Bill - All Department		0.00	133.32	
	11000-3004-57171-00000-00000			Utilities - Natural Gas	Monthly Natural Gas Bill - Anim	133.32	
12.3.2024 2	Invoice	12/03/2024	Monthly Natural Gas Bill - All Department		0.00	26.62	
	11000-2004-57171-00000-00000			Utilities - Natural Gas	Monthly Natural Gas Bill - Admi	26.62	
12.3.2024 4	Invoice	12/03/2024	Monthly Natural Gas Bill - All Department		0.00	96.11	
	11000-2004-57171-00000-00000			Utilities - Natural Gas	Monthly Natural Gas Bill - Admi	96.11	
12.3.2024 5	Invoice	12/03/2024	Monthly Natural Gas Bill - All Department		0.00	743.92	
	11000-3001-57171-00000-00000			Utilities - Natural Gas	Monthly Natural Gas Bill - PD	743.92	
12.3.2024 6	Invoice	12/03/2024	Monthly Natural Gas Bill - All Department		0.00	177.40	
	21600-5002-57171-00000-00000			Utilities - Natural Gas	Monthly Natural Gas Bill - Road	177.40	
12.3.2024 7	Invoice	12/03/2024	Monthly Natural Gas Bill - All Department		0.00	60.71	
	11000-4003-57171-00000-00000			Utilities - Natural Gas	Monthly Natural Gas Bill - Parks	28.43	
	11000-4004-57171-00000-00000			Utilities - Natural Gas	Monthly Natural Gas Bill - Librar	32.28	
VEN01637	Jose Barcita		12/03/2024	Regular	0.00	275.00	32768
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
01-2024	Invoice	11/26/2024	New town logo redesign		0.00	275.00	
	11000-2004-57090-00000-00000			Printing/Publishing/Adve	Art Direction, Design & Producti	200.00	
	11000-2004-57090-00000-00000			Printing/Publishing/Adve	Additions & Revisions	75.00	
VEN01086	Office Depot		12/03/2024	Regular	0.00	452.57	32769

Check Report — Date Range: 11/19/2024 - 12/06/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
392833977001	Invoice	11/26/2024	Office Supplies	0.00	205.52	
11000-2004-56999-00000-00000	Supplies - Other		Realspace Commercial Pile Chai	51.90		
11000-2004-56999-00000-00000	Supplies - Other		OD #10 Envelopes Box of 500	19.66		
11000-2004-56999-00000-00000	Supplies - Other		Black Mesh Wastebasket	8.45		
11000-2004-56999-00000-00000	Supplies - Other		Swingline Standard Stapler	5.29		
11000-2004-56999-00000-00000	Supplies - Other		Westcott Scissors	5.62		
11000-2004-56999-00000-00000	Supplies - Other		OD Mechanical Pencils 0.7mm 6	1.01		
11000-2004-56999-00000-00000	Supplies - Other		Brother M-3212pk Label Maker	30.04		
11000-2004-56999-00000-00000	Supplies - Other		Brother P-touch PT-D410 Home/	72.56		
11000-2004-56999-00000-00000	Supplies - Other		OD 9 compartment Drawer Tray	10.99		
392845477001	Invoice	11/26/2024	Office Supplies	0.00	114.83	
11000-2004-56999-00000-00000	Supplies - Other		Realspace 18"D SOHO 3 Drawer	94.24		
11000-2004-56999-00000-00000	Supplies - Other		VersaPlus Plastic 9 Compartmen	20.59		
392845478001	Invoice	11/26/2024	Office Supplies	0.00	83.49	
11000-2004-56999-00000-00000	Supplies - Other		Sauder Sofa Table	83.49		
392845479001	Invoice	11/26/2024	Office Supplies	0.00	18.59	
11000-2004-56999-00000-00000	Supplies - Other		Brother P-Touch Tape Pink	18.59		
392845482001	Invoice	11/26/2024	Office Supplies	0.00	14.19	
11000-2004-56999-00000-00000	Supplies - Other		Brother P-Touch Tape Yellow	14.19		
392845498001	Invoice	11/26/2024	Office Supplies	0.00	15.95	
11000-2004-56999-00000-00000	Supplies - Other		Brother P-Touch Tape Red	15.95		
VEN01178	Double H Auto, Inc	12/03/2024	Regular	0.00	209.97	32770
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
601855	Invoice	12/03/2024	TRUCK RAMPS, ANTIFREEZE AND HEAD L	0.00	209.97	
11000-2006-54040-00000-00000	Maintenance & Repairs -		HEADLAMPS FOR BOBCAT PART	209.97		
VEN01575	The Reinalt-Thomas Corporation	12/03/2024	Regular	0.00	1,556.17	32771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
1001992	Invoice	12/03/2024	TIRE REPL FOR EWPD OFC EASTERLING'S	0.00	1,307.04	
11000-3001-54040-00000-00000	Maintenance & Repairs -		MOBILE SERVICE CHARGE	50.00		
11000-3001-54040-00000-00000	Maintenance & Repairs -		INSTALLATION	88.00		
11000-3001-54040-00000-00000	Maintenance & Repairs -		CERTIFICATES FOR REFUND, REP	197.28		
11000-3001-54040-00000-00000	Maintenance & Repairs -		DISPOSAL FEE	12.00		
11000-3001-54040-00000-00000	Maintenance & Repairs -		255/60R18 TIRES FOR EWPD OF	959.76		
1001993	Invoice	12/03/2024	REPLACE OFC P ARREOLA TIRE ON EWPD	0.00	249.13	
11000-3001-54040-00000-00000	Maintenance & Repairs -		REPLACE TIRE ON OFC P ARREO	249.13		
VEN01134	G2 Electric Solutions LLC	12/03/2024	Regular	0.00	675.00	32772
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
12.3.2024	Invoice	12/03/2024	OLD TOWN HALL EXTERIOR LIGHT REPLAC	0.00	675.00	
11000-2006-54010-00000-00000	Maintenance & Repairs -		OLD TOWN HALL EXTERIOR LIG	675.00		
VEN01642	DATA CENTER WAREHOUSE, LLC	12/04/2024	Regular	0.00	437.76	32773
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
INVD216153	Invoice	12/03/2024	Aruba, APC and Cables	0.00	437.76	
11000-2004-56999-00000-00000	Supplies - Other		Weltron Cat.6 Patch Network Ca	437.76		
VEN01614	CivicPlus, LLC	12/04/2024	Regular	0.00	2,600.00	32774

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
324200	Invoice	12/03/2024	Edgewood Social Media Archiving Econo	0.00	2,600.00	
	11000-2004-57999-00000-00000	Other Operating Costs	Edgewood Social Media Archivi	2,600.00		
VEN01133	Justin Lovato	12/04/2024	Regular	0.00	220.37	32775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2.2024	Invoice	12/03/2024	BUSINESS CARDS FOR OFC D RAEL EWPD	0.00	220.37	
	11000-3001-57090-00000-00000	Printing/Publishing/Adve	BUSINESS CARDS FOR EWPD OF	220.37		
VEN01156	Angel Armor LLC	12/04/2024	Regular	0.00	6,082.49	32776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV79509	Invoice	12/03/2024	BALLISTIC DOOR PANELS FOR EWPD CHIE	0.00	6,082.49	
	11000-3001-57999-00000-00000	Other Operating Costs	BALLISTIC DOOR PANEL III+ FOR	2,898.00		
	11000-3001-57999-00000-00000	Other Operating Costs	BALLISTIC DOOR PANEL III+ FOR	2,898.00		
	11000-3001-57999-00000-00000	Other Operating Costs	BALLISTIC DOOR PANELS SHIPPI	286.49		
VEN01039	Air Care New Mexico	12/04/2024	Regular	0.00	349.40	32777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
200001705	Invoice	11/26/2024	Server Room AC Check	0.00	349.40	
	11000-4004-54010-00000-00000	Maintenance & Repairs -	Mileage	64.40		
	11000-4004-54010-00000-00000	Maintenance & Repairs -	Labor	285.00		
VEN01615	Enviroworks, LLC	12/04/2024	Regular	0.00	5,625.40	32778
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
28026	Invoice	11/26/2024	Road assistance Invoice #28026	0.00	5,625.40	
	21600-5002-57999-00000-00000	Other Operating Costs	Labor/Equipment/Fuel	5,211.72		
	21600-5002-57999-00000-00000	Other Operating Costs	NMGRT	413.68		
VEN01268	Wells Fargo Card Service Payment Remittance (	12/04/2024	Regular	0.00	135.00	32779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0002398499	Invoice	11/26/2024	ISC2 Annual Professional Membership	0.00	135.00	
	11000-2004-57050-00000-00000	Employee Training	ISC2 Annual Professional Memb	135.00		
VEN01347	Cintas Corporation No 2	12/04/2024	Regular	0.00	147.90	32780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5242519106	Invoice	12/04/2024	Cintas Zoll AED & Eye Wash Station Agree	0.00	32.38	
	11000-3004-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - Animal Sh	32.38		
5242549015	Invoice	12/04/2024	Cintas Zoll AED & Eye Wash Station Agree	0.00	7.15	
	21600-5002-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - Road	7.15		
5242549103	Invoice	12/04/2024	Cintas Zoll AED & Eye Wash Station Agree	0.00	7.15	
	50300-6005-55030-00000-00000	Contract - Professional Se	Eye Wash Agreement-WW	7.15		
5242549107	Invoice	12/04/2024	Cintas Zoll AED & Eye Wash Station Agree	0.00	7.15	
	11000-1009-57999-00000-00000	Other Operating Costs	Zoll AED Agreement - Court	7.15		
5242549108	Invoice	12/04/2024	Cintas Zoll AED & Eye Wash Station Agree	0.00	7.15	
	11000-2004-55999-00000-00000	Contract - Other Services	Eye Wash Station Agreement - T	7.15		
5242549109	Invoice	12/04/2024	Cintas Zoll AED & Eye Wash Station Agree	0.00	7.15	
	11000-4004-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - Library	7.15		
5242549110	Invoice	12/04/2024	Cintas Zoll AED & Eye Wash Station Agree	0.00	66.08	
	11000-3001-55030-00000-00000	Contract - Professional Se	Zoll AED Agreement - PD	66.08		
5242549111	Invoice	12/04/2024	Cintas Zoll AED & Eye Wash Station Agree	0.00	13.69	

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	11000-2006-55030-00000-00000 Contract - Professional Se		Eye Wash Station Agreement -		13.69	
VEN01553	MICHELLE HUTCHINSON	12/04/2024	Regular	0.00	400.00	32781
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
12.4.2024	Invoice 12/04/2024 P&Z Commissioner December Pay			0.00	400.00	
	11000-2012-51020-00000-00000 Salaries - Full-Time Positi		P&Z Commissioner December P		400.00	
VEN01557	BOBBY GLEN RUSH	12/04/2024	Regular	0.00	400.00	32782
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
12.4.2024	Invoice 12/04/2024 P&Z Commissioner December Pay			0.00	400.00	
	11000-2012-51020-00000-00000 Salaries - Full-Time Positi		P&Z Commissioner December P		400.00	
VEN01555	DIANA WILLIAMS	12/04/2024	Regular	0.00	400.00	32783
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
12.4.2024	Invoice 12/04/2024 P&Z Commissioner December Pay			0.00	400.00	
	11000-2012-51020-00000-00000 Salaries - Full-Time Positi		P&Z Commissioner December P		400.00	
VEN01554	ADRIAN CHAVEZ SR	12/04/2024	Regular	0.00	400.00	32784
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
12.4.2024	Invoice 12/04/2024 P&Z Commissioner December Pay			0.00	400.00	
	11000-2012-51020-00000-00000 Salaries - Full-Time Positi		P&Z Commissioner December P		400.00	
VEN01558	LOIS ANN REEVES	12/04/2024	Regular	0.00	400.00	32785
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
12.4.2024	Invoice 12/04/2024 P&Z Commissioner December Pay			0.00	400.00	
	11000-2012-51020-00000-00000 Salaries - Full-Time Positi		P&Z Commissioner December P		400.00	
VEN01556	CHERYL BONINO	12/04/2024	Regular	0.00	400.00	32786
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
12.4.2024	Invoice 12/04/2024 P&Z Commissioner December Pay			0.00	400.00	
	11000-2012-51020-00000-00000 Salaries - Full-Time Positi		P&Z Commissioner December P		400.00	
VEN01505	CTRL-P INC	12/04/2024	Regular	0.00	419.74	32787
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
2024ci-5610	Invoice 11/12/2024 Notices of public hearings			0.00	419.74	
	11000-1001-57090-00000-00000 Printing/Publishing/Adve		Issue 43		195.00	
	11000-1001-57090-00000-00000 Printing/Publishing/Adve		Issue 42		195.00	
	11000-1001-57090-00000-00000 Printing/Publishing/Adve		NMGRT		29.74	
VEN01050	Voya Holdings Inc.	11/27/2024	Bank Draft	0.00	1,534.00	DFT0000178
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
INV0003580	Invoice 11/27/2024 Voya Contributions			0.00	1,534.00	
	11000-0001-21104-00000-00000 Retirement Payables		Voya Contributions		1,534.00	
VEN01048	PERA	11/27/2024	Bank Draft	0.00	39,640.09	DFT0000179
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
INV0003582	Invoice 11/27/2024 PERA Contributions			0.00	39,640.09	
	11000-0001-21104-00000-00000 Retirement Payables		PERA2 Contributions		15,212.74	
	11000-0001-21104-00000-00000 Retirement Payables		PERA5 Contributions		21,176.62	
	21600-0001-21104-00000-00000 Retirement Payables		PERA2 Contributions		2,764.47	
	50300-0001-21104-00000-00000 Retirement Payables		PERA2 Contributions		486.26	

Check Report **Date Range: 11/19/2024 - 12/06/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01047	United States Treasury - Internal Revenue Servi	12/02/2024	Bank Draft	0.00	30,463.53	DFT0000180

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0003585	Invoice	11/27/2024	Fed, SS, MC	0.00	30,463.53
	11000-0001-21101-00000-00000	Federal Tax Payable	Federal Withholding	10,454.62	
	11000-0001-21102-00000-00000	FICA/Medicare Payable	Medicare Withholding	4,200.42	
	11000-0001-21102-00000-00000	FICA/Medicare Payable	Social Security Withholding	11,513.88	
	21600-0001-21101-00000-00000	Federal Tax Payable	Federal Withholding	1,048.58	
	21600-0001-21102-00000-00000	FICA/Medicare Payable	Medicare Withholding	377.82	
	21600-0001-21102-00000-00000	FICA/Medicare Payable	Social Security Withholding	1,615.46	
	50300-0001-21101-00000-00000	Federal Tax Payable	Federal Withholding	606.71	
	50300-0001-21102-00000-00000	FICA/Medicare Payable	Medicare Withholding	122.46	
	50300-0001-21102-00000-00000	FICA/Medicare Payable	Social Security Withholding	523.58	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01048	PERA	12/04/2024	Bank Draft	0.00	159.02	DFT0000181

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0003627	Invoice	12/04/2024	PERA Contributions	0.00	159.02
	11000-0001-21104-00000-00000	Retirement Payables	PERA5 Contributions	159.02	

Bank Code AP Operating Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	165	82	0.00	351,180.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-30,354.23
Bank Drafts	4	4	0.00	71,796.64
EFT's	0	0	0.00	0.00
	169	**87**	**0.00**	**392,622.95**

Check Report

Date Range: 11/19/2024 - 12/06/2024

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	165	82	0.00	351,180.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-30,354.23
Bank Drafts	4	4	0.00	71,796.64
EFT's	0	0	0.00	0.00
	169	**87**	**0.00**	**392,622.95**

Fund Summary

Fund	Name	Period	Amount
99999	Pooled Cash	11/2024	132,486.37
99999	Pooled Cash	12/2024	260,136.58
			392,622.95

Town of Edgewood

Regular **Minutes**

Tuesday, November 26, 2024, 6:00

The Town of Edgewood Commission met in regular session on Tuesday, November 26, 2024, at 6:00 in the Townhall of Edgewood Commission Chambers - 171A State Rd. 344.

I. WELCOME, INTRODUCTION, & ROLL CALL

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

Roll Call:
Present: Commissioner Patrick Milligan, Commissioner Stephen Murillo, Commissioner Filandro Anaya, Commissioner Kenneth Brennan, Commissioner Sterling Donner
Absent: None

Staff Present: Town Manager Nina McCracken, Town Clerk/Treasurer Michelle Jones, Community Liaison Linda Burke, Police Chief Roger Jimenez

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

Commissioner Donner asked to present his Matters of the Commission first. His fellow Commissioners agreed to this amendment to the agenda. Town Manager McCracken asked if agenda item IX ii. could be moved to the Dec. 10, 2024 agenda. Hearing no objections or further comment, Chairman Brennan deemed the agenda approved with the amendments as listed above.

III. PUBLIC COMMENTS

Ms. Debbie Bryan from the Edgewood Lions Club gave out Certificates of Appreciation to Town employees for their partnership with the Bike Rodeo.

Resident Linda Holle commented on Public Hearing publications.

IV. CONSENT AGENDA

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

A. Approve/Amend/Disapprove Minutes/Check Report

i.

B. Department and Advisory Board Reports

i. Police
ii. Animal Control
iii. Municipal Court

iv. Roads
v. Library
vi. Parks and Recreation
vii. Maintenance
viii. Wastewater
ix. IT Technology
x. Community Development and Planning & Zoning

V. MATTERS FROM THE COMMISSIONERS

A. Sterling Donner

Commissioner Donner read the attached letter of resignation into the record.

i. Letter of Resignation Commissioner Donner

B. Patrick Milligan

Commissioner Milligan said he has been contacted by several constituents concerning recent accidents that have taken place on Rt. 66 and Mountain Valley Rd. That area is not within the Town of Edgewood. He asks all to reach out to their local representatives and the NMDOT to try to get something done.

C. Stephen Murillo

Commissioner Murillo read the attached statement into the record.

i. 2024.11.26_Commissioner Comments

D. Phil Anaya

Commissioner Anaya wished all a very Happy Thanksgiving.

E. Ken Brennan

Commissioner Brennan talked about the importance of Safety during this Holiday Season. Stay mindful, stay safe and healthy.
He also commented that he talked to the driver of MyBlue and it's going well and ridership is slowly picking up.
He also said that ridership has increase for the Bluebus that transports from Edgewood to Santa fe.

He wants to expand the service area for MyBlue and Happy Thanksgiving All.

VI. MATTERS FROM THE CLERK-TREASURER

Clerk/Treasurer Michelle Jones shared the attached written update.

A. 11.26.2024 Clerk Update

VII. MATTERS FROM THE CHIEF OF POLICE

Chief Jimenez reminded all that we are heading in to the Holiday Season. Theft increases significantly during this season. He urged all to call the PD if they see anything suspicious in their neighborhoods. Walmart will be having many sales. His department is putting together a plan to help tackle shoplifting. Chief Jimenez took this opportunity to thank Commissioner Donner personally and professionally for his support and his service to the Town.

VIII. MATTERS FROM THE TOWN MANAGER

Town Manger Nina McCracken wished all a Happy Thanksgiving. She thanked Commissioner Donner for everything he has done for the Town and she wished him the best.
Manager McCracken presented the attached written report.

A. Town Manager Matters 2nd Meeting November 2024

B. Clarification of the Town's Inclement Weather Policy
Town Manager McCracken informed that Commission that, unless they had any objections, moving forward we will follow the School District schedule with respect to Inclement Weather. If the schools close, the Town offices will close. The Commission had no objections.

C. Parks and Rec Manager Jimmy Martinez gave an event update.

- December 7th , there will be a Reindeer Run (a 5k run) beginning at 9:00am. You can sign up at the Town website. There will be awards for the top finishers and there will be a raffle.
- December 7th, there will be a Christmas Parade beginning at 5:00pm.
- December 7th, there will be a Tree Lighting event from 5:00pm - 8:00pm. There will be hot chocolate, Christmas Carolers, cookies, pictures with Santa, etc. Please contact Jimmy if you have donations or want to participate in the Parade.
- Sun Valley Rides are committed to come back from June 5-8, 2025 to provide Carnival Rides. Mr. Martinez wants to expand the Venus Park parking lot so we can fit more rides. Please contact Jimmy to advertise the new rides.

ALL THE EVENTS ARE FREE! Come out and have some fun!

IX. DISCUSSION AND ACTION ITEMS

A. Discussion and Possible Action - Training Facility Land Request (Commissioner Murillo, Chief Jimenez) Detective Ryan Collier, Presenter
Detective Collier facilitated a Power Point Presentation outlining the Land Request.

Edgewood PD Training Center Power Point Presentation

Commissioner Sterling Donner moved to Approve the Training Facility Land Request for the PD and for the Chief to go out for RFP for a new training facility and a cost estimate to move the existing book barn building.
Commissioner District 2 Stephen Murillo seconded the motion.

Commissioner Filandro Anaya	*Aye*
Commissioner Kenneth Brennan	*Aye*
Commissioner Sterling Donner	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 5 to 0.

B. Discussion and Possible Action- Use of the Book Barn Portable Building (Town Manager Nina McCracken)

NO ACTION
This item will be discussed at the December 10, 2024 Meeting.

C. Discussion and Approval to Obligate remaining ARPA Funds towards Wastewater Plant Improvements, NMDOT Grant Match funding, and Road Engineering (Town Clerk/Treasurer Michelle Jones)
Clerk/Treasurer Michelle Jones presented the Commission with quotes for the following:

- Road Dept Equipment quotes
- Wastwater equipment quotes
- A quote for the matching funds for a grant

The Commission reviewed the quotes. Commissioner Anaya requested that Ms. Jones look to see if some of the Wastewater needs could be taken out of their maintenance fund. She will check on this.

Commissioner District 2 Stephen Murillo moved to Obligate the remaining APRA funds towards Wastewater Plant Improvements, NM DOT Grant Matching Funds, and Road Equipment.
Commissioner Sterling Donner seconded the motion.

Commissioner Filandro Anaya	*Aye*
Commissioner Kenneth Brennan	*Aye*
Commissioner Sterling Donner	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 5 to 0.

D. Discussion and Possible Action Security of Town Buildings (Town Manager McCracken)

Town Manager McCracken talked about the current added security to Town Hall. She explained that this has been an ongoing process to secure our Town buildings. We are asking for suggestions for securing the Library.
Commissioner Donner suggested having some kind of protocol in place.
Town Manager McCracken suggest possibly having metal detectors at the entrance to the Library.
Commissioner Murillo said that we need signing to explain what we are doing. **NO ACTION, DISCUSSION ONLY**

E. Discussion and Possible Action Using the NMML Legal and ending open ended contracts with current legal representation (Town Manager McCracken and Commissioner Milligan)

Town Manager McCracken and Commissioner Milligan commented to the rest of the Commission that we pay annual dues to the Municipal League of $175,000.00. One of the benefits that the League provides in legal assistance. In summary, Manager McCracken and Commissioner Milligan are requesting that the Town reach out to the League for legal assistance before reaching out to other attorneys for assistance. If it is determined that a legal situation requires the assistance of a outside attorney, that will still be an option. Commissioner Anaya expressed his opposition to this request. Town Clerk/Treasurer Jones advocated for this request.

Commissioner District 3 Patrick Milligan moved to use the NMML Legal and end open ended contracts with current legal representation.
Commissioner District 2 Stephen Murillo seconded the motion.

Commissioner Filandro Anaya	*Nay*
Commissioner Kenneth Brennan	*Aye*
Commissioner Sterling Donner	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 4 to 1.

F. NM Mainstreet Frontier Communities Update (Community Liaison Linda Burke)

Community Liaison Linda Burke presented the attached update on a potential project through Frontier Communities/NM Main Street. Community Liaison Burke was encourage to move forward with the project. **NO ACTION, UPDATE ONLY**

NM Mainstreet Frontier Communities Update Presentation

X. CLOSED SESSION

A. As per Motion and Roll Call Pursuant to NMSA 1978 Section 10-15-1(H)(2) limited personnel matters - the 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, the Town Manager Contract. (Commissioner Brennan).

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. Specifically, McGill et. al. v John Bassett et. al. D-101-CV-202000328

Commissioner Sterling Donner moved to go into Closed Session, As per Motion and Roll Call Pursuant to NMSA 1978 Section 10-15-1(H)(2) to discuss limited personnel matters - the 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, the Town Manager Contract, and As per Motion and Roll Call Pursuant to NMSA 1978 Section 10-15-1(H)(7)- Meetings Subject to attorney client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant regarding pending litigation. Specifically, McGill et. al. v John Bassett et. al. D-101-CV-202000328
Commissioner District 3 Patrick Milligan seconded the motion.

Commissioner Filandro Anaya	*Aye*
Commissioner Kenneth Brennan	*Aye*
Commissioner Sterling Donner	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 5 to 0.

XI. DISCUSSION AND ACTION ITEMS

A. Actions on items mentioned above. **NO ACTION**

Commissioner District 3 Patrick Milligan moved to approved the Employment Contract with Town Manager Nina McCracken.
Commissioner Sterling Donner seconded the motion.

Commissioner Filandro Anaya	*Aye*
Commissioner Kenneth Brennan	*Aye*

Commissioner Sterling Donner	*Aye*
Commissioner District 2 Stephen Murillo	*Aye*
Commissioner District 3 Patrick Milligan	*Aye*

The Motion Carried 5 to 0.

XII. FUTURE MEETINGS

December 10, 2024 - WORKSHOP @5:00pm in the Town of Edgewood Commission Chambers
December 10, 2024 - REGULAR COMMISSION MEETING @6:00pm in the Town of Edgewood Commission Chambers
December 10, 2024 - PUBLIC HEARING - CANNABIS ORDINANCE @6:00pm in the Town of Edgewood Commission Chambers
December 17, 2024 - REGULAR COMMISSION MEETING @6:00pm in the Town of Edgewood Commission Chambers

XIII. FUTURE EVENTS

December 7, 2024 - REINDEER RUN, TWINKLE LIGHT PARADE AND TREE LIGHTING

December 14, 2024 - STUFF THE BUS FOOD DRIVE from 9:00am - 1:00pm @ Smiths Food and Drug 2 NM-344, Edgewood NM 87015

December 14, 2024 - HOLIDAY ORNAMENT DECORATING from 11:00am - 2:00pm in the Town of Edgewood Library

XIV. ADJOURN

ACTION TAKEN: Commissioner Anaya made a motion to ADJOURN. Commissioner Milligan seconded the motion. All in favor. **MOTION CARRIED**
The Meeting Adjourned at 9:35pm

ATTEST: Ken Brennan, Mayor

Michelle Jones, Clerk-Treasurer

Dear Town of Edgewood Residents & Fellow Commissioners,

I am writing to formally resign from my position as a Commissioner for the Town of Edgewood, effective November 26, 2024, at the conclusion of tonight's Commission Meeting.

Serving the residents of Edgewood over the past three years has been an incredible honor and privilege. I am deeply grateful for the trust and confidence you placed in me to represent our community. This experience has been profoundly rewarding, and I will always value the relationships and knowledge gained during my tenure.

After careful consideration, I have decided to step down from my position to focus on helping the community in a broader capacity. This role has certain constraints that hinder my ability to freely communicate and collaborate with agencies and officials, both public and private, in my advocacy to address the broader needs of not only our town but the entire Estancia Valley region.

My dedication to Edgewood and the Estancia Valley remains unwavering, and I am excited to contribute to our region's growth and development, unbridled by the limitations placed on elected officials, through new avenues.

I am confident that the members of the Commission will continue to lead the Town in a positive direction in my absence. I remain committed to serving as a resource to my friends and neighbors wherever I can be of assistance.

Thank you again for the opportunity to serve. I look forward to continuing to support our community in meaningful ways.

Sincerely,
Sterling Donner

I want to address recent complaints about the presentation by *For the One* on November 12th. I am concerned that criticism of their presentation, specifically during my allotted comment time, was inappropriate. As a commissioner, I am allowed to yield my time for any purpose I believe benefits the town. I know I am not the only commissioner who has used their time in this way.

Additionally, I am troubled by complaints that *For the One* is a faith-based organization. This criticism appears to reflect hostility toward faith-based groups, which I find concerning. Even though this organization is dedicated to combating human trafficking—a critical issue that affects our community—their faith affiliation seems to overshadow their mission in the eyes of some. This raises serious questions about whether personal biases are interfering with the broader community benefits these organizations provide. We had a community member here that informed us that when she brought up the issue human trafficking that she was basically told that it was not real. So obviously there is a lot of misinformation out there. I am curious if this same bias and hostility extend to other institutions with faith-based origins, such as universities, hospitals, the Red Cross, orphanages, youth organizations, and even public education—all of which owe their founding, in part, to Christian values. See appendix for examples noted.

Unfortunately, I am familiar with this hostility. During my interview for the position of commissioner, I was questioned about my faith and which church I attend. This was inappropriate and discriminatory. Moreover, I have been bullied by a commissioner, particularly during the presentation of a proclamation on September 24th. At that public meeting, I was asked to move from my seat next to this individual without cause. I have not been hostile—physically or verbally—toward this person or anyone else. The only apparent reason for this behavior seems to be my faith in Jesus Christ as Lord and Redeemer of my life.

I invited *For the One* to present because I deeply believe in their mission to intervene early and protect individuals from human trafficking. Their work is undoubtedly a benefit to the Town of Edgewood and the greater East Mountain area. This issue is very much the town's business, and I encourage the Chief of Police to continue working with other law enforcement agencies and organizations (such as *For the One)* to ensure that traffickers and predators are brought to justice. Let it be clear: human trafficking will never be tolerated in Edgewood. And we will fight it.

Addressing Concerns About Town Operations and Civility

I am frustrated by disparaging remarks made about the road crew and their efforts to build and maintain our roads. Criticizing their progress is neither fair nor constructive, especially given the current staffing limitations and the ongoing efforts to hire additional team members to meet the town's needs. Even though this person full well knows they having staffing needs at this time.

Furthermore, comments made about the Road Department Manager—including jokes about damaging buildings—are inappropriate, unprofessional, and can be interpreted as bullying. I publicly call on the individual responsible to apologize to the Road Manager for these remarks.

Finally, I call on that same individual to publicly apologize to our Town Manager. The insults, disparaging remarks, and, in my opinion, vulgar comments directed at the Town Manager are completely unacceptable and undermine the integrity of our governance.

We should all strive for civility and mutual respect in our roles as public servants, focusing on what truly matters: serving the best interests of Edgewood.

I yield my time now to that person if they would like to publicly apologize to the Road Crew, Road Manager and Town Manager.

Appendix

1. **Universities**
    - Many of the world's oldest universities, including Oxford, Cambridge, and Harvard, were established by Christian institutions. For example:
        - Harvard University was founded in 1636 with the motto *Veritas Christo et Ecclesiae* ("Truth for Christ and the Church") and intended to train clergy.
        - Oxford University's roots are intertwined with the Church, as it was a center for theological studies and Christian scholarship during the Middle Ages.
    - Source: Pedersen, Olaf. *The First Universities: Studium Generale and the Origins of University Education in Europe*.
2. **Hospitals**
    - Modern hospitals trace their origins to medieval Christian monasteries, which offered care for the sick as acts of charity.
        - The Knights Hospitaller, a Christian organization, ran hospitals during the Crusades.
        - Many Catholic and Protestant missionaries established hospitals worldwide, often bringing medical care to underserved areas.
    - Source: Porter, Roy. *The Greatest Benefit to Mankind: A Medical History of Humanity*.
3. **The Red Cross**
    - The International Red Cross was founded by Henry Dunant, a devout Christian inspired by his faith to alleviate human suffering. Its principles were deeply rooted in Christian ethics of charity and compassion.
    - Source: Hutchinson, John F. *Champions of Charity: War and the Rise of the Red Cross*.
4. **Orphanages**
    - Christian churches were among the first to establish formal orphanages, particularly during the early centuries of Christianity, to care for abandoned children.
    - For example, St. Basil of Caesarea established one of the earliest known orphanages in the 4th century.
    - Source: O'Brien, Susan. *Charity, Philanthropy, and Reform: From the 1690s to 1850*.
5. **Youth Organizations**
    - Many youth organizations, such as the YMCA (Young Men's Christian Association) and the Boy Scouts, were founded with Christian principles to promote moral development and community service.
    - The YMCA, established in 1844 in London, explicitly sought to foster Christian values in young men.
    - Source: Hopkins, Charles Howard. *History of the YMCA in North America*.
6. **Public Education**
    - Early public education in Europe and America was often organized by Christian denominations. For example, Puritans in New England mandated schooling to ensure children could read the Bible.
    - Early schools, such as Boston Latin School (founded in 1635), were steeped in Christian instruction.
    - Source: Kaestle, Carl F. *Pillars of the Republic: Common Schools and American Society, 1780-1860*.

Town Clerk/Treasurer Report 11/24/2024

1. I am working on finishing the Capital Outlay Requests in the system.
2. We are working on finalizing the procedures necessary to receive credit card payments on-line and in-house.
3. I am working on submitting reimbursements for our current grant projects.
4. We are working to place all our resolutions and ordinances are filed and can be viewed on-line.
5. I have reached out to the Auditor to see what needs to be done for us to move forward.

Town Manager Matters 2nd meeting November 2024

- Millings and base course are finally delivered in full.
    - The State Land Office has agreed to a small lease for land use.
    - The estimated total amount of delivered materials will be assessed by Mountain Estates. Last estimate 250,000 tons.
    - Clean Base Course from I40 used to finish East Venus.
- Clerk-treasurer, Community Liaison, Finance Manager, Commissioner/Mayor Brennan and I attended the DFA Budget Finance Conference November 20th- 22, 2024.
- NMML City Manager Conference December 10th- 12th, 2024.
- Open Positions:
    - Grants Coordinator
    - Finance Clerk
    - Heavy Equipment Operator (1 position)
    - IT specialist
    - Certified Police Officer
- Recently filled positions:
    - Heavy Equipment Operator (2 positions filled)
        - Marc Christensen
        - Bryant Orr
- Wastewater Plant had to pump due to the last storm.
    - New cassettes were ordered to replace the old.
    - Roads have helped with the deep cleaning and will clean the tanks next week.
- Projects:
    - LEE Engineering has completed study on NM344 Widening and
        - NMDOT Project working with Counties and Municipality.
        - Draft Report- March 14th, 2025.
        - Final Report- April 22, 2025
- Grants from 2022-2023 need to be executed. MRCOG is assisting in the execution of a few grants and a resolution will be presented at a future meeting. Grant agreements will be changed to the current Town Manager and Mayor.
    - Spreadsheet with grants has been created for multiple users to access.
    - Executed agreements are being stored in shared files.
    - Reimbursements are being tracked.
    - If any commissioner receives emails regarding grants please forward them to the Town Manager, Clerk-Treasurer and Finance Manager.

Edgewood Police Department Training Center

Page 111 of 129

Introductions

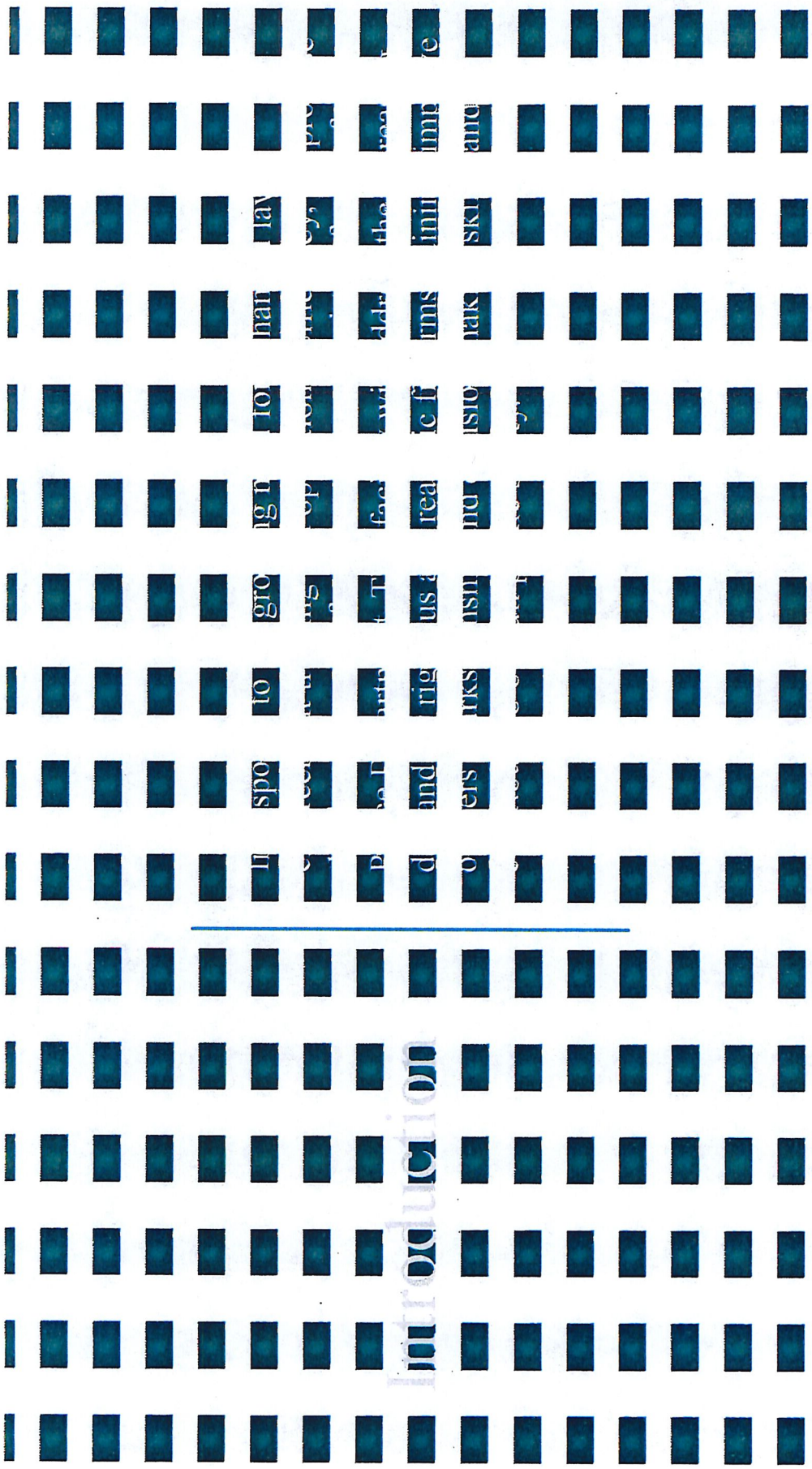
RYAN COLLIER

DETECTIVE / FIREARMS INSTRUCTOR

EDGEWOOD POLICE DEPARTMENT

AGENDA ITEM #A.ii.

Page 112 of 129



Objectives

1. **Enhanced Training**: Provide a controlled environment for officers to practice and refine their shooting skills, including accuracy, speed, and tactical decision-making.
2. **Safety Improvement**: Reduce accidents and enhance officer safety through regular and realistic training scenarios.
3. **Operational Readiness**: Ensure officers are well-prepared for high-pressure situations requiring precision and judgment.
4. **Community Trust**: Demonstrate our commitment to professionalism and preparedness, fostering greater community confidence in law enforcement.
5. **Liability:** Reduce liability to the Town of Edgewood.

Page 114 of 129

Popow V. Margate

Popow vs. City of Margate, 476 F SUPP. 1237 (D.N.J. 1979)

In this case, an officer was chasing a suspected kidnapper through a residential area and the officer fired shots at him. The shots missed and subsequently killed Mr. Popow, who was not involved. When the court evaluated the City's firearms training program they found several inadequacies. The court noted that the officer was trained on deadly force 10 years ago in the academy and that his firearms training consisted of going to the range twice a year. The court noted however, that there was no training on low light, moving targets, or firing in residential areas. Being as the city of Margate was a largely residential area, the court concluded that the officers of the Margate Police Department could have to pursue (moving targets) a subject at night (low light) through a residential area. The court also noted the importance of doing this training on a continual basis. Because there was no training offered by the department to its officers for these types of situations, the court decided that the jury could find the training provided by the agency to be grossly inadequate.

Page 676 of 1120



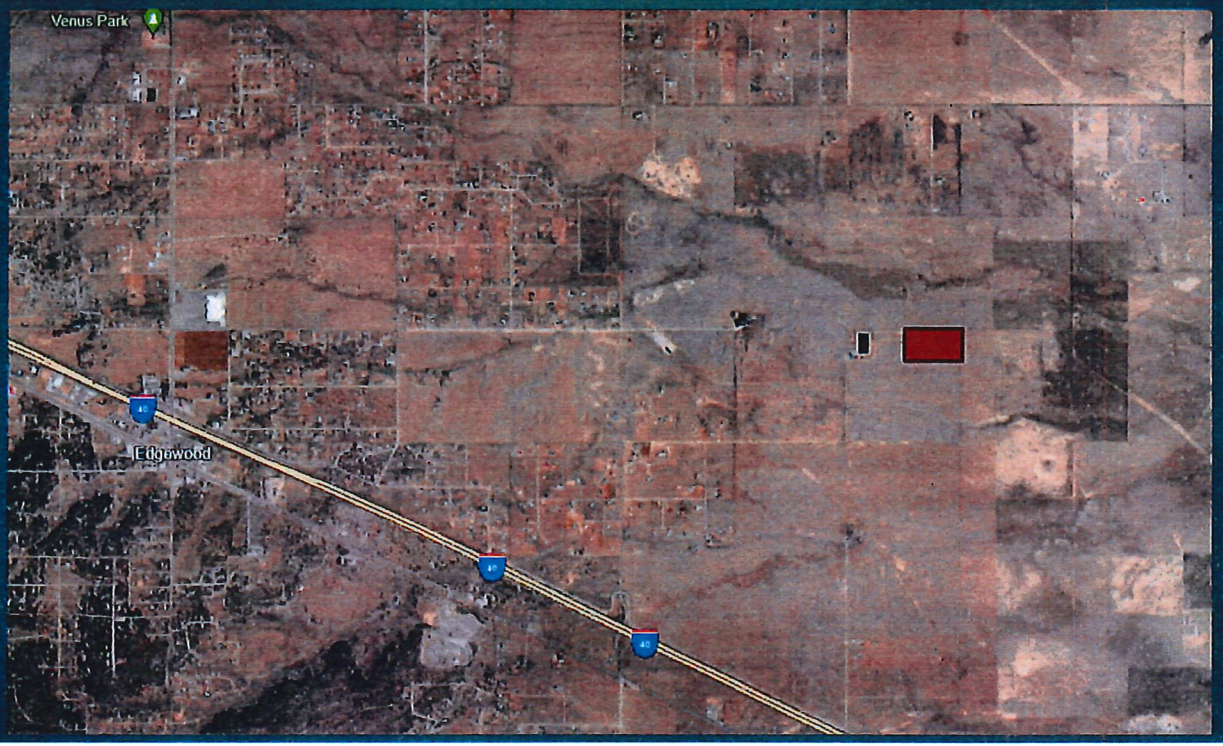
How much have lawsuits against Police cost Albuquerque taxpayers?

- A recent study done by KRQE News 13, reveals that the Albuquerque Police Department has paid out over $68 million dollars of taxpayer dollars over the past decade.
- According to the study the city has had more than 200 Payouts connected to lawsuits and complaints involving APD

AGENDA ITEM #A.ii.

Facility Overview

Location: The proposed site for the training facility is located at 170 Bassett Rd, Edgewood, NM 87015 a secure area that offers sufficient space and distance from residential zones to ensure safety and minimize disturbance. It is also located within the Town limits, every training venue we currently use is out of our jurisdiction.

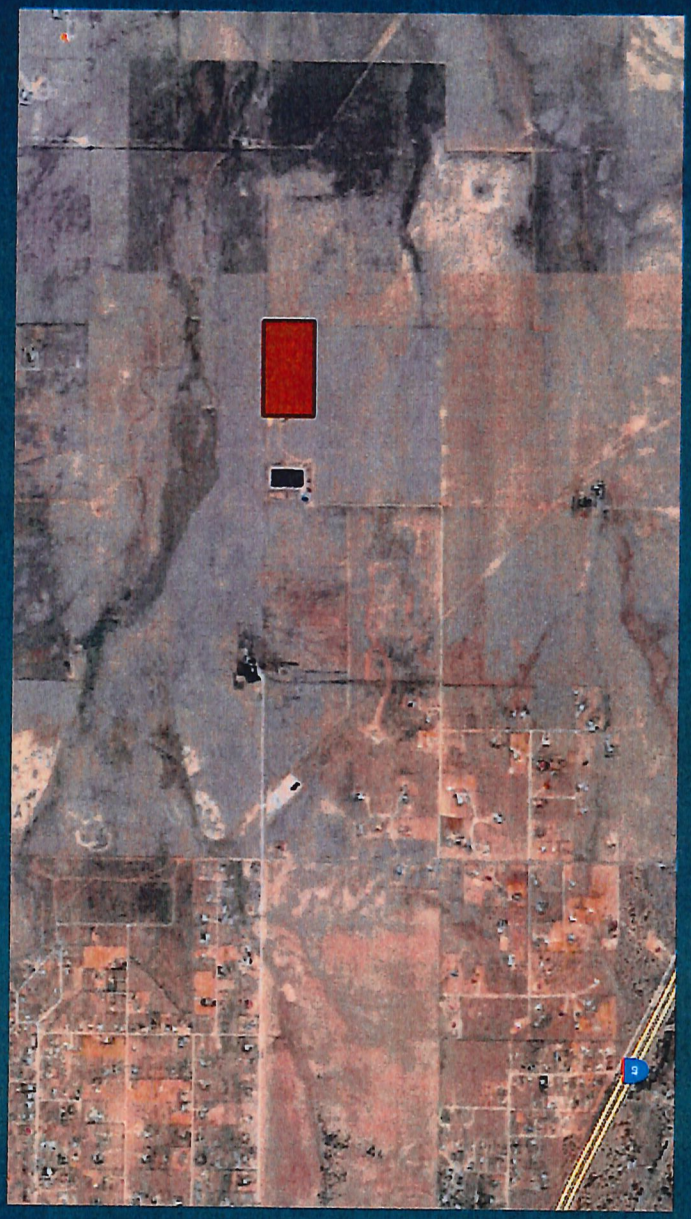


Purposed training center location

AGENDA ITEM #A.ii.

AGENDA ITEM #A.ii.

Purposed training center location



40 acre total 20 acre highlighted
Training Center Perimeter
Portable Classroom
15'-20' Dirt Berms
Shade Canopy (Car Port)
Not To Scale

Training Center Perimeter
Portable Classroom
15'-20' Dirt Berms
Shade Canopy (Car Port)
Not To Scale

Design Features:

- Outdoor Ranges: To accommodate various training needs, including simulated scenarios and live fire exercises.
- Target Systems: Paper and steel target systems.
- Simulated Environments: Interactive and realistic training scenarios that replicate real-world conditions, such as low-light environments and moving targets. To include premission planning.
- Safety Measures: Comprehensive safety protocols including bullet traps, and proper ventilation, to protect both officers and the surrounding community.
- Classrooms and Briefing Areas: Facilities for instructional purposes, debriefing, and tactical planning.

Outdoor Ranges



15'-20' Berms



AGENDA ITEM #IX.i.

AGENDA ITEM #A.ii.

Targets

Classroom

Current Ranges in the East Mountains

1. **Big Horn Gun Club-**
   a. Located in Torrance County a 22-minute drive from the Edgewood Police Dept.
   b. Access is not restricted to law enforcement.
   c. Training must be scheduled in advance.
   d. Facilities are limited to flat range shooting per Gun Club Rules.
   e. Currently allows EPD to use facility at no charge.
2. **Mags (Armaspec)-**
   a. Located in Torrance County a 13-minute drive from the Edgewood Police Dept.
   b. Access is not restricted to law enforcement.
   c. Training must be scheduled in advance.
   d. Limitations on shooting on the move, barricaded shooting and distance is capped at 20 yards.
   e. Currently allows EPD to use facility at no charge
3. **Core Civic Shooting Range-**
   a. Located in Torrance County a 33-minute drive from the Edgewood Police Dept.
   b. Access is restricted to law enforcement and corrections
   c. Training must be scheduled in advance.
   d. Limitations on distance range is 50 yards.
   e. Currently allows EPD to use facility at no charge

CURRENT RANGES COULD START CHARGING THE POLICE DEPARTMENT FOR USE AT ANY POINT
CURRENT RANGES HAVE LIMITED PHONE/RADIO RECEPTION
CURRENT RANGES HAVE LIMITED HOURS

EPD Training Center-

Located within town limits would allow officers who are training to respond to critical calls for service with minimal delay.

It would be restricted to Law Enforcement use which would provide officers a safe place to focus on training.

Training could be conducted at any time, and advanced scheduling would not be required.

The proposed bays would provide the ability to shoot from 1 yard to 300 yards.

There would be no limitations on shooting on the move or barricaded positions.

No physical footprint.



Training Programs

Regular Qualification: Mandatory periodic qualifications to ensure all officers maintain proficiency with their service weapons.

Specialized Training: Advanced courses for SWAT teams, hostage negotiators, and other specialized units requiring additional skill sets.

Scenario-Based Drills: Realistic training exercises that simulate various high-stress situations officers may encounter.

Firearms Instructor Courses: Edgewood Police Department can host instructor courses

Less Lethal Munitions: Mandatory periodic qualifications to ensure all officers maintain proficiency with their less lethal munitions systems.

Budget and Funding

Estimated Cost:

The property 170 Bassett Rd is already owned by the Town of Edgewood – NO ADDITIONAL COST

The proposed Classroom is already owned by the Town of Edgewood – NO ADDITIONAL COST

Road Department time and fuel to create dirt berms – TO BE DETERMINED

Moving the classroom to include transport, permits, blocking and leveling – TO BE DETERMINED

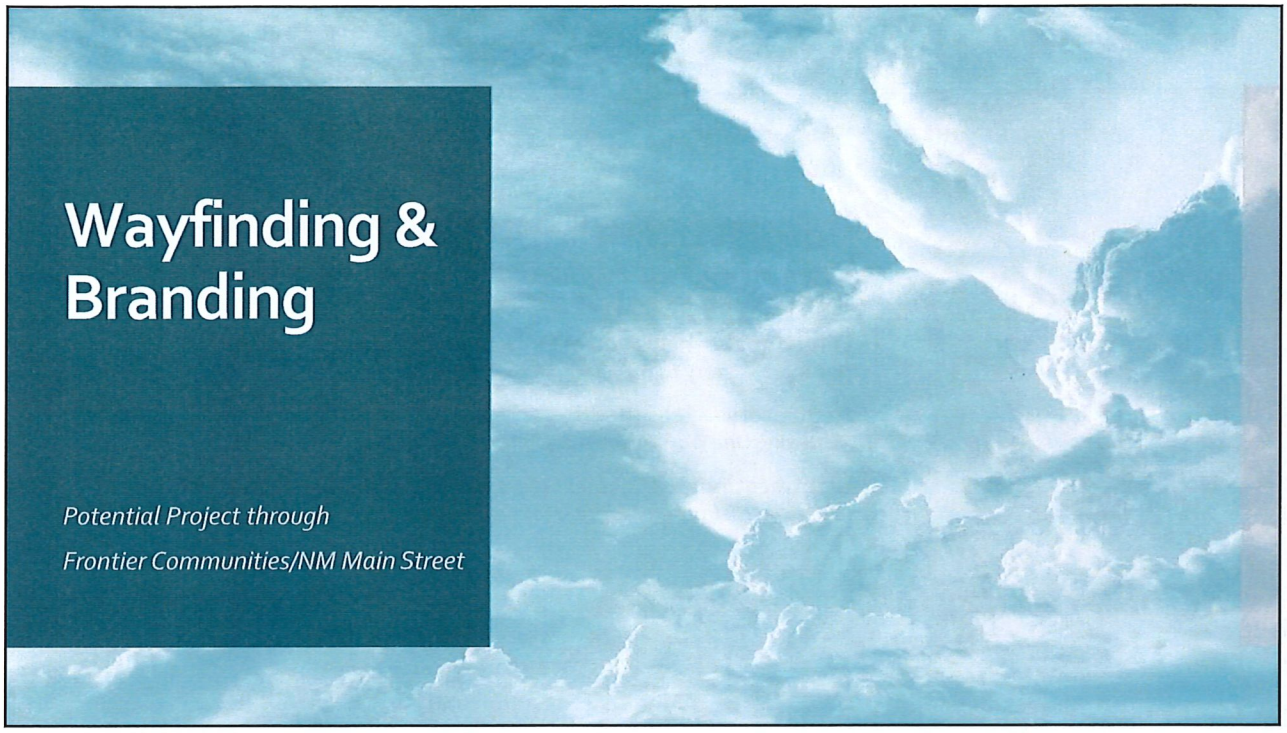
Funding Sources:

Department Budget: Allocate funds from the department's budget to include the Law Enforcement Protection Fund or seek additional allocations or grants.

Revenue: Hosting classes at the range such as FIC (Firearms Instructor Course), Basic Handgun, Modern Rifle Operator's Course, to outside agencies provides revenue. Hosting one FIC course with 20 students would bring in approximately $30,000 in revenue.

Conclusion

The establishment of a dedicated Training Facility will significantly enhance our Police Department's ability to train more effectively and ensure officers are well-prepared for their critical roles in maintaining public safety. We recommend the approval and support of this proposal to invest in a facility that will contribute to the overall efficiency, safety, and professionalism of our law enforcement personnel.



1

Signage Problems

Wayfinding is a crucial element for economic development.

Confusing or non-existent signage causes visitors give up and move on.

- **Lack of Consistency** - predictability/consistency
  - Recognizable and easily understood information
- **Aged/Damaged/Unreadable Signs** - age and overall wear
- **Overall Navigation/Connectivity Issues** - should connect people to places
  - Where locals and visitors want to go
  - Help discover new destinations, parking, and geographically-separated mini districts (shopping, healthcare).
- **Legibility Problems** - essential for clear communication and stylistic longevity.
  - Sun damage
  - Too many destinations on one sign/Small font size
  - Lack optimal legibility for vehicular traffic
- **No Distinctive Placemaking** – should present a cohesive brand identity
  - Lack of placemaking-minded system misses out on opportunity to symbolically represent town
  - Jumbled iconography, colors, styles, and don't utilize an established brand

2

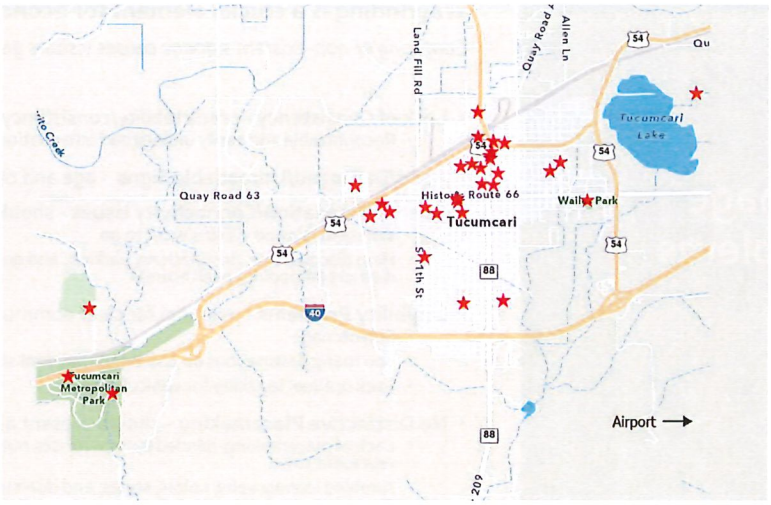
Wayfinding Overview

Wayfinding is a collection of visual cues and signage.

- **Informational** — general info on navigation and locations
  (Example: Downtown map, Public Restrooms)
- **Directional** — helps you get where you're going
  (Example: Library to the left, Park to the right)
- **Regulatory** — tells the rules and safety standards
  (Example: One Way, Pedestrians Only)
- **Identification** — lets you know you have arrived at destination
  (Example: Historic Taos Plaza, Kit Carson Road)

3

Identify Destinations & Map



4

Preference Survey

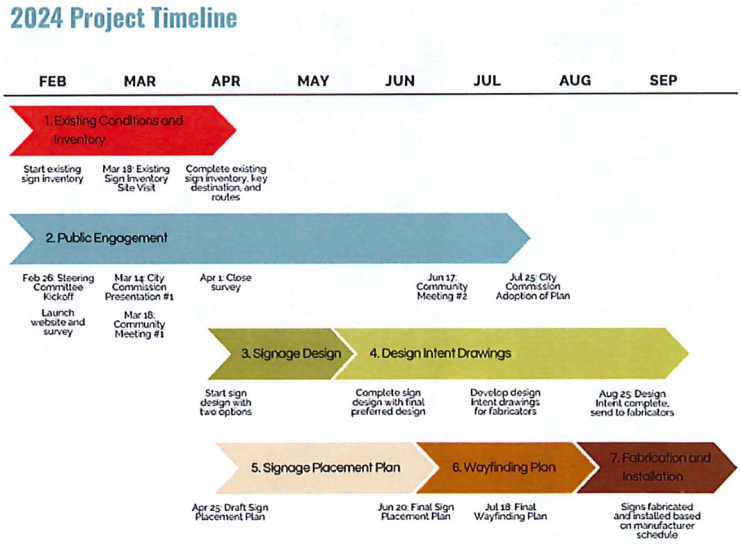
Community Engagement

- Conduct a wayfinding design and planning survey (12-15 questions)
- Gather information on how people get around in town
- Helps guide project and design
- Informs the process of brand and signs development
- Establishes an aesthetic and identity vision for the town.



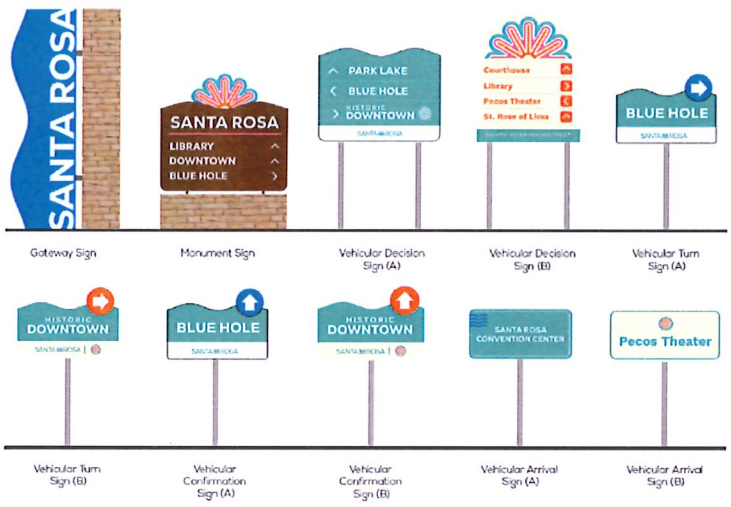
5

Sample Timeline (12-18 months)



6

Stylized Wayfinding



Wayfinding sign family in Santa Rosa

7

Identity Branding



8

Developing an Inspirational Brand

Brand Essence Statement:

The legacy of the past intersects with the promise of the future in Tucumcari. Tucked away in the shadow of Tucumcari Mountain, our relaxed, rural community is packed with vintage Route 66 nostalgia, old west history, and wide-open vistas.

Discover our stretch of the historic Mother Road, lined with classic neon and restored vintage motels. **Explore** our iconic museums, shops, and world-class murals. **Savor** local flavors at our one-of-a-kind restaurants and eateries. **Indulge** your sense of adventure under vibrant skies with area birding, boating, cycling, and hiking. **Experience** small town charm and hospitality in Tucumcari, New Mexico.



9

Collateral Materials



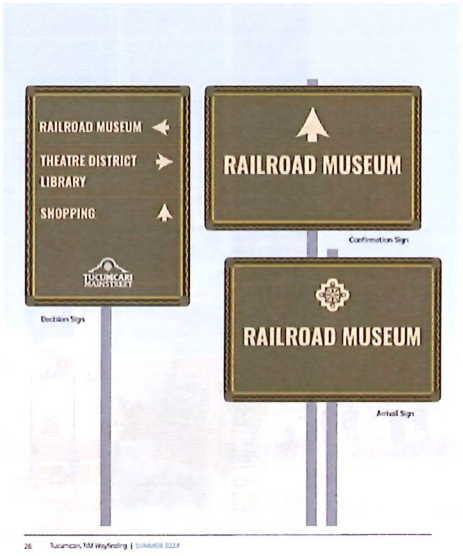
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Directional Signage



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Design Concept by Color Coding



12

Town of Edgewood

Workshop **Minutes**

Tuesday, November 26, 2024, 5:00

The Town of Edgewood Commission met in regular session on Tuesday, November 26, 2024, at 5:00 in the Townhall of Edgewood Commission Chambers - 171A State Rd. 344.

I. WELCOME, INTRODUCTION, & ROLL CALL

Mayor Brennan called the Workshop to order at 5:00pm pm and welcomed everyone.

Roll Call:
Present: Commissioner Patrick Milligan, Commissioner Stephen Murillo, Commissioner Filandro Anaya, Commissioner Kenneth Brennan, Commissioner Sterling Donner arrived late
Absent: None

Staff Present: Town Manager Nina McCracken, Town Clerk/Treasurer Michelle Jones, Community Liaison Linda Burke, Police Chief Roger Jimenez

II. DISCUSSION ITEMS

A. Phase III Venus Park

The Commission discussed possible projects they want to include in Phase III of the Venus Park Project.
Potential projects included adding another field, a BMX park, a Pickleball court, tennis court, upgrading the pavilion, creating a walking path, adding shaded areas, a playground, an amphitheater, etc. Once the financing is secured, discussions can progress.

B. Training Facility Land Request WAS NOT WORKSHOPPED

III. ADJOURN

The Workshop ADJOURNED at 5:16pm

TOWN OF EDGEWOOD ORDINANCE 2022-03

AN ORDINANCE ADOPTING THE LEGISLATIVE INTENT, FINDINGS, AND PURPOSE RELATING TO THE REGULATION OF CANNABIS AND ESTABLISHING A TOWN CANNABIS BUSINESS LICENSE; SETTING FORTH VIOLATIONS; AND PROVIDING FOR ENFORCEMENT AND PENALTIES

SECTION 1: SHORT TITLE

Sections 1 through 20 may be cited as the "Cannabis Regulation Ordinance".

SECTION 2: RECITALS

WHEREAS, cannabis contains tetrahydrocannabinol ("THC"), which remains on Schedule 1 of the Controlled Substances Act pursuant to 21 U.S.C. § 811 et. al. and any possession and use thereof is a violation of federal law pursuant to 21 U.S.C. § 841 et. al.; and

WHEREAS, the New Mexico Cannabis Regulation Act ("CRA") was enacted and signed into law in April 2021 allowing for the establishment and operation of certain cannabis businesses in the Town of Edgewood ("Town") according to a prescribed statutory and regulatory process; and

WHEREAS, the CRA contains provisions authorizing the possession, consumption, purchase, processing, manufacturing, and transport of cannabis and cannabis related products by an individual who is at least twenty-one (21) years of age; and

WHEREAS, the CRA provides the regulatory framework for the licensing and operation of cannabis establishments which are authorized to engage in the retail sale, cultivation, manufacturing of cannabis related products; and

WHEREAS, the CRA authorizes local jurisdictions to adopt rules regulating the time, place, and manner of cannabis businesses, so long as they do not conflict with the CRA or the Dee Johnson Clean Air Act, including rules that reasonably limit the hours of operation that are consistent with neighborhood uses; and

WHEREAS, the Town desires to adopt such rules regulating the time, place, and manner of cannabis businesses, and other restrictions related to cannabis establishments as provided by applicable law; and

WHEREAS, the CRA authorizes cannabis manufacturers to use chemical extraction techniques or chemical synthesis, including the use of solvents such as butane, hexane, and other flammable gasses, to extract marijuana concentrate, which poses a threat to the health, safety, and welfare of the community and increase the responsibilities of law enforcement and Town departments to respond to violations of state and local laws, including building, electrical, and fire codes; and

WHEREAS, this ordinance is adopted to protect the health, safety, and welfare of the community as it relates to the regulation and use of cannabis by imposing certain time, place, and manner restrictions on cannabis businesses; and

WHEREAS, the Town requires compliance with all applicable laws and regulations regarding the sale, cultivation, manufacturing, transport, production, distribution, and consumption of cannabis and cannabis related products; and

WHEREAS, this Ordinance is subject to amendment from time to time, as the CRA or the governing rules and regulations adopted by the Cannabis Control Division of the New Mexico Department of Regulation & Licensing change; and

WHEREAS, this Ordinance establishes a local Town of Edgewood cannabis business license and distinct rules for the licensing of recreational cannabis and cannabis infused and or related products within the jurisdictional boundaries of the Town of Edgewood; and

WHEREAS, these local rules and regulations are in addition to licensing requirements established by the State of New Mexico and are necessary for the Town to initiate "time, place and manner" restrictions as authorized by the New Mexico Cannabis Regulation Act as amended; and

WHEREAS, this ordinance establishes the Town's local cannabis license for the sale, production, distribution, cultivation of cannabis and cannabis infused and related products within the Town's jurisdictional limits. The Town shall have the authority to grant, deny and or revoke a local Town cannabis business license as set forth herein;

NOW THEREFORE, the Town adopts the following ordinance, to be enacted by the Governing Body, for the regulation of cannabis consistent with the CRA and all applicable law.

SECTION 3: PURPOSE

This Ordinance adopts local regulations regarding the sale, production, transport, manufacture, cultivation, and use of cannabis within the Town to protect the health, safety, and welfare of the community.

SECTION 4: DEFINITIONS

The below words and phrases, wherever used in this ordinance, shall not conflict with the definitions contained in the CRA or pertinent laws and regulations with their subsequent amendments. To the extent a definition is deemed to conflict, the definition set forth in the CRA shall be controlling.

"Advertisement"

1) means a statement or a depiction that is intended to induce the purchase of cannabis products and that is displayed in printed material or on a sign or other outdoor display or presented in a radio, television, or other media broadcast or in digital media; and
2) does not include:

a) a sign or outdoor display or other statement permanently affixed to a licensed premises that is intended to induce the sale of a cannabis product produced or sold on the premises
b) a label affixed to a cannabis product or the covering, wrapper or container of a cannabis product; or
c) an editorial or other material printed in a publication when the publication of the editorial or material was not paid for by a licensee and was not intended to promote the sale of cannabis products by a particular brand or company;

"Cannabis"

1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

2) does not include:

a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil; or cake; or the sterilized seed of the plant that is incapable of germination; or
b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink, or other product.

"Cannabis consumption area" means an area where cannabis products may be served and consumed.

"Cannabis courier" means a person that transports cannabis products to qualified patients, primary caregivers, or reciprocal participants or directly to consumers.

"Cannabis establishment" means

1) a cannabis testing laboratory;
2) a cannabis manufacturer;
3) a cannabis producer;
4) a cannabis retailer;
5) a cannabis research laboratory;
6) a vertically integrated cannabis establishment;
7) a cannabis producer microbusiness; or
8) an integrated cannabis microbusiness.

An establishment may include any of the following:

1) A single retail location where the licensee may sell cannabis and cannabis-infused products to consumers, including edibles. It includes both recreational and medical cannabis.
2) An offsite manufacturing and production facility at which the licensee may manufacture and produce cannabis and cannabis-infused products, which are not sold on location but are sold or transferred to consumers at other locations. It includes both recreational and medical cannabis.
3) A cultivation facility at which the licensee may grow or cultivate cannabis and cannabis-infused products, which are not sold on location but are sold or transferred to consumers at other locations. It includes both recreational and medical cannabis.
4) A combined retail, production, and manufacturing location where the licensee may produce and manufacture cannabis and cannabis-infused products, including edibles, and also sell these products to consumers at the same location. It includes both recreational and medical cannabis.
5) A combined retail, production, manufacturing, and cultivation/growing location, where the licensee may cultivate and grow cannabis, produce, and manufacture cannabis, including cannabis-infused products and edibles, and also sell these products to consumers at the same location. It includes both recreational and medical cannabis.

"Cannabis extract"

1) means a product obtained by separating resins, tetrahydrocannabinols, or other substances from cannabis by extraction methods approved by the division; and
2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink, or another product.

"Cannabis flowers" means only the flowers of a cannabis plant.

"Cannabis manufacturer" means a person that: (1) manufactures cannabis products; (2) packages

1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale, or consignment of cannabis products; and,
2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis.

"Consume" means ingesting cannabis in any form which includes but is not limited to smoking, vaping, or consumption of edible products.

"Consumer" means a person twenty-one years of age or older who purchases, acquires, owns, possesses, or uses a cannabis product for a purpose other than resale.

"Contaminant" means pesticides and other foreign material, such as hair, insects, or other similar adulterants, in harvested cannabis.

"Controlling person"

1) means a person that controls a financial or voting interest of ten percent or more of, or an officer or board member of, a cannabis establishment; and,
2) does not include a bank or licensed lending institution.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Department" means the regulation and licensing department.

"Director" means the director of the division.

"Division" means the cannabis control division of the department.

"Dry weight basis" when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant;

"Facility" means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products.

"Financial consideration" means value that is given or received, directly or indirectly, through sales, barter, trade, fees, charges, dues, contributions, or donations.

"Homegrown" or "homemade" means grown or made for purposes that are not dependent or conditioned upon the provision or receipt of financial consideration.

"Household" means a housing unit and includes any place in or around the housing unit at which an occupant of the housing unit produces, manufactures, keeps, or stores homegrown cannabis or homemade cannabis products.

"Immature cannabis plant" means a cannabis plant that has no observable flowers or buds.

"Industry standards" means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States.

"Integrated cannabis microbusiness" means a person that is authorized to conduct one or more of the following:

1) production of cannabis at a single licensed premises, provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;
2) manufacture of cannabis products at a single licensed premises;
3) sales and transportation of only cannabis products produced or manufactured by that person;
4) operation of only one retail establishment; and
5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

"Licensed premises" means a location that includes:

1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms.
2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale, or retail sale of cannabis products; and
3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection of partition of land that the licensee owns, leases or has a right to occupy.

"Local jurisdiction" means a municipality, home rule municipality or county.

"Manufacture" means to compound, blend, extract, infuse, package, or otherwise prepare a cannabis product.

"Medical cannabis" means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act.

"Medical cannabis program" means the program created pursuant to the Lynn and Erin Compassionate Use Act.

"Medical cannabis registry" means the system by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients.

"Primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act.

"Public place" means a place to which the general public has access and includes hallways, lobbies, and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation.

"Qualified patient" means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act.

"Reciprocal patient" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program.

"Retail establishment" means a location at which cannabis products are sold to qualified patients, primary caregivers, and reciprocal participants and directly to consumers.

"Superintendent" means the superintendent of regulation and licensing.

"Unprocessed" means unaltered from an original, raw or natural state; and

"Vertically integrated cannabis establishment" means a person that is authorized to act as any of the following:

1) a cannabis courier;
2) a cannabis manufacturer;
3) a cannabis producer; and
4) a cannabis retailer.

SECTION 5: GENERAL REQUIREMENTS

A. It shall be unlawful to use, sell, manufacture, cultivate, produce, or distribute cannabis on public property within the Town of Edgewood.

B. Cannabis establishments shall not allow a person to consume cannabis on site, or on adjacent grounds.

C. Cannabis establishments shall provide for proper and secure disposal of all cannabis products and by products and shall abide by the Town's regulations regarding rubbish and discharges into the municipal wastewater system or septic systems.

D. Cannabis establishments shall not emit fumes, dust, odors, or vapors into the environment or disturb adjacent uses.

E. Cannabis establishments shall not display or keep visible from outside the licensed establishment any cannabis products or paraphernalia.

SECTION 6: ESTABLISHING A TOWN CANNABIS BUSINESS LICENSE

A. This Ordinance establishes a local Town of Edgewood cannabis business license and distinct rules for the licensing of recreational cannabis and cannabis infused and or related products within the jurisdictional boundaries of the Town of Edgewood.

B. These local rules and regulations are in addition to licensing requirements established by the State of New Mexico and are necessary for the Town to initiate "time, place and manner" restrictions as authorized by the New Mexico Cannabis Regulation Act as amended.

C. This ordinance establishes the Town's local cannabis license for the sale, production, distribution, cultivation of cannabis and cannabis infused and related products within the Town's jurisdictional limits. The Town shall have the authority to grant, deny and or revoke a local Town cannabis business license as set forth herein.

SECTION 7: REQUIREMENTS OF THE TOWN CANNABIS BUSINESS LICENSE

A. The Town of Edgewood, as the local cannabis business licensing authority, shall have the following powers and authority.

1) To issue, deny or revoke a Town business license and renewals of the same, and where necessary, to conduct a quasi-judicial hearing thereto.
2) To impose any sanctions on a Town cannabis business license, including revocation, upon its own authority and initiations, or in response to a complaint by any person or persons for any violation by the licensee after investigation and a quasi-judicial hearing, at which the licensee shall be afforded an opportunity to be heard. Such hearings will allow for the presentation of evidence by the applicant and Town staff and will be followed by the adoption of formal findings and conclusions of law.
3) To adopt application forms, fees, and submission requirements for a Town cannabis business license and a Town's General business license.

B. No person or corporate entity may operate a cannabis establishment within the Town's jurisdictional control without first obtaining a Town cannabis business license.

C. All licenses will be administrated and approved by the Town provided that the applicant has met all conditions and requirements established herein and paid the licensing fee of $500.

D. It is illegal to operate a cannabis establishment in the Town's jurisdictional area without first obtaining a local Town cannabis business license.

E. Upon issuance, the Town cannabis license and Town business license shall be displayed within the premises and be visible to public view.

SECTION 8: General Licensing Requirements

A. In order to obtain a Town cannabis business license under this Ordinance, the applicant must demonstrate the following:

1) The proposed licensed premises and adjacent ground meet all requirements for issuance of a State of New Mexico cannabis license and all applicable laws and regulations.
2) The applicant shows proof of a valid State of New Mexico cannabis license.
3) The applicant has met all requirements, including payment of any and all applicable taxes and fees, both local and state.
4) The applicant has obtained a separate Town business license for any other business activity that will also be operated on the licensed premises and paid any and all license fees.
5) The premises and adjacent grounds are not licensed or operated as an establishment for the sale or service of alcohol beverages, or as a massage parlor, a dance hall, adult business, or an amusement facility.
6) The applicant has submitted an application for a Town cannabis business license, on the established forms, that the Town Clerk has determined is complete.
7) In the case of a retail cannabis establishment, the applicant has demonstrated that the proposed licensed premises is located on or within property zoned or used as Industrial, Light Industrial, or Commercial C2. A combined retail and production, manufacturing

or growing establishment is not allowed in a Commercial C2 Zone, or as otherwise specified in the Town's land use and zoning regulations. A cannabis related business may be issued a variance as per section 11 paragraph G of this ordinance.

8) In the case of a cannabis establishment that is manufacturing, producing, or cultivating for commercial use (non-personal use), and even where combined with a retail cannabis establishment, the applicant has demonstrated that the proposed licensed premises is located on or within property zoned or used as Industrial or Light Industrial, or as otherwise specified in the Town's land use and zoning regulations, including those uses subject to a special use permit.
9) In the case of a cannabis establishment that is manufacturing, producing, or cultivating, and even where combined with a retail cannabis establishment, the applicant shows adequate water resources and applicable permits as approved by the Town, or as required under the laws of the State of New Mexico.
10) The applicant must demonstrate that the location of the proposed licensed premises is no less than one thousand (1,000) feet from any other licensed cannabis establishment, except for any established cannabis business operating and meeting all the requirements as of the date of the enactment of this ordinance. Measurements shall be made from any entry or egress door of the two (2) proposed or existing licensed premises.
11) The applicant must demonstrate that the proposed licensed premises are not located within three hundred (300) feet of the property boundary of any school, child day care facility, community center, or church that provides child services of any kind. The distances referred to in this paragraph are to be computed by direct measurement from the nearest property line of the land used for a school or campus, to the nearest portion of the lot that is the situs of the building that is proposed for a licensed premises.
12) The applicant agrees to operating hours not earlier than 9 AM, nor later than 7 PM Monday through Saturday and not earlier than 12 PM, nor later than 7 PM on Sundays.
13) All proposed licensed premises, adjacent grounds, and related parking facilities which are located on Federal land within the Town are required to abide by applicable Federal law.
14) The application for a Town cannabis business license must specify the type of cannabis establishment involved, whether medical, retail, manufacturing, production, cultivation, or a combination of these.

SECTION 9: PERSONAL REQUIREMENTS FOR THE TOWN CANNABIS BUSINESS LICENSEE

A. The applicant for a Town cannabis business License, principals, registered manager, and employees must meet all requirements under New Mexico State law.

B. The applicant, principals, registered manager, and employees must be at least twenty-one (21) years of age.

C. The applicant, principals, registered manager, and employees all hold valid occupational licenses and registrations as required by the State of New Mexico, including all applicable cannabis licenses.

SECTION 10: SPECIFIC REQUIREMENTS REGARDING THE PREMISES

A. The proposed licensed premises are located in a fixed, permanent, non-portable building and are not located in a movable or mobile structure or in a vehicle, nor is it operated as a home occupation under Town regulations. Cannabis production for commercial sale is not allowed in or on any residential property or within 300 feet of residential zoned property.

B. The size of the premises is compatible and compliant with the applicable zoning district limitations regarding square footage.

C. The applicant must have sole legal control of the proposed licensed premises at the time the application is submitted, under a lease that is presently in effect or through present ownership of the proposed licensed premises as shown by a deed or other instrument of record. The applicant must show proof that the lessor has agreed to the use of the premises as a cannabis establishment.

D. All storage, dispensing, manufacture, production, and cultivation activities shall be conducted indoors in a building meeting the requirements of Subsection (A).

E. Plants, products, accessories, and associated paraphernalia shall not be visible from a public sidewalk or right-of-way.

F. The proposed licensed premises have a suitable limited access area where the cultivation, display, storage, processing, weighing, handling, and packaging of cannabis, cannabis infused products, and or cannabis related products occur, which is posted "employees only," and is separated from the areas accessible to the public by a wall, counter, or some other substantial barrier designed to keep the public from entering the area.

G. The applicant has submitted a security plan for the proposed licensed premises, which has been inspected and approved by the Town's Police Department and or Building Official, and showing at least the following minimum-security measures:

1) All doors, windows and other points of entry have secured and functioning locks.
2) A locking safe or enclosed secured storage located inside the proposed licensed premises in which any cannabis and cannabis infused products will be secured when the licensed premises are not open to the public.
3) If the licensed premises are connected by any passage or entryway to any other premises, there is a door between the two (2) premises that can be locked from the licensee side and cannot be opened from the other side.

4) A professionally monitored burglar alarm system with panic button directed to the Regional Emergency Call Center (RECC) that detects unauthorized entry of all doors, windows, and other points of entry to the proposed licensed premises; and all storage areas containing cannabis or cannabis infused product.
5) Windows facing the adjacent grounds and lighting of the adjacent grounds sufficient to ensure that customers entering and leaving the licensed premises, entering, and exiting parked cars on the adjacent grounds, and walking across the adjacent grounds can be observed by employees from inside the licensed premises.
6) All licensing requirements established by the State of New Mexico.

H. The proposed licensed premises and adjacent grounds comply with all zoning, health, building, plumbing, mechanical, fire, and other codes, statutes, and ordinances, as shown by completed inspections and approvals from the Town's official and CID Building Officials.

I. There is sufficient parking available on the proposed adjacent grounds given the size of the licensed premises and the number of employees and customers that can reasonably be expected to be present at any given time, pursuant to applicable provisions of the Town of Edgewood.

J. The proposed licensed premises and adjacent grounds of the licensed premises will be operated in a manner that does not cause any substantial harm to public health, safety, and welfare.

K. The proposed licensed premises are equipped with a ventilation system with carbon filters sufficient in type and capacity to eliminate cannabis odors emanating from the interior to the exterior discernible by a reasonable person, including to any public property or right-of-way within the Town. The ventilation system must be inspected and approved by the Town Building Official and the State of New Mexico RLD/CID.

L. The proposed licensed premises are located in a building that does not share any doors, windows, air passages, vents, ducts or any heating, ventilation, air conditioning, or air handling equipment or structures with any other building or premises whatsoever.

M. Walls, barriers, locks, signs, and other means are in place to prevent the public from entering the area of the proposed licensed premises utilized for cultivation or production and manufacturing.

N. No portion of the building in which the proposed licensed premises are located is utilized as a residence. Cannabis production for commercial sale is not allowed in or on any residential property or within 300 feet of residential zoned property.

O. The proposed licensed premises must ensure that the ventilation system, air filtration, building screening requirements, necessary security apparatus and lighting are all compatible with neighboring businesses and adjacent uses.

P. Every licensee and its principals, registered manager, and employees have a continuing duty to ensure that the requirements of this Section continue to be met after the license is issued and at all times that the license remains in effect.

Q. The licensee abides by all State, County and Town's ordinances regarding signage, land use and zoning, water service, and wastewater discharge for both Public and Private septic systems.

SECTION 11: CANNABIS PRODUCTION

A. The Town shall allow cannabis production, consistent with the CRA and the rules and regulations adopted by the Cannabis Control Division of the New Mexico Department of Regulation & Licensing. All producers shall maintain an active license issued by the State of New Mexico and all production facilities shall comply with all state law and regulations.

B. Cannabis production for commercial sale is not allowed in or on any residential property or within 300 feet of residential zoned property.

C. There shall be no cannabis production activity within 300 feet of the property boundary of any school, child day care facility or church that provides child services of any kind that was in existence at the time the cannabis producer obtained its license to produce cannabis from the State of New Mexico.

D. Any person who desires to produce, cultivate, or process cannabis or cannabis related products that is for personal use and not for sale or gift within a primary residence they do not own shall obtain the prior written consent of the property owner before commencing any cultivation or processing of cannabis or cannabis related products on the property.

1) Individuals may possess, cultivate, and grow cannabis in their residence, including in a residential zoning district, but only for their personal use and subject to the following limitations as established cannabis production for commercial sale is not allowed in or on any residential property or within 300 feet of residential zoned property under the New Mexico Cannabis Regulation Act, as amended:

    a. An individual must be at least twenty-one (21) years of age.
    b. It is unlawful to grow, cultivate, or process more than the designated number of cannabis plants per person, and per residence set forth in the New Mexico Cannabis Regulation Act, as amended, and any other applicable laws of the State of New Mexico.
    c. A residence shall not emit cannabis odors of any kind.

d. Any growing or cultivation of cannabis products for personal use shall not be visible to the public.
e. Any growing, cultivation or production of cannabis or cannabis-infused products for personal use shall not be sold or transferred to third parties for future sale.
f. No cannabis sale, production, distribution, manufacturing, or cultivation shall be allowed in a residence.

E. Any person who desires to produce, cultivate, or process cannabis or cannabis related products within a commercial building or property that they do not own shall obtain the prior written consent of the property owner before commencing any cultivation or processing of cannabis or cannabis related products on the property.

F. Cannabis outdoor cultivation businesses may only be permissive within Agricultural Zones except that Accessory Uses as identified under 2019-03 B (6) shall not be permissive.

G. A microbusiness may request a variance to operate in a Commercial C2 Zone pursuant to zoning and commission approval.

H. Cannabis production facilities must utilize odor mitigation technology or techniques to mitigate the odor created by cannabis plants and products.

SECTION 12: CANNABIS RETAIL

A. The Town shall allow cannabis retail establishments to operate pursuant to the CRA and all applicable rules and regulations adopted by the Cannabis Control Division of the New Mexico Regulation & Licensing Department. All cannabis retail establishments shall be properly licensed by the state of New Mexico.

B. Cannabis retailers shall not operate within 300 feet of the property boundary of any school or child day care facility, community centers, or church that provides child services of any kind that was in existence at the time the cannabis retailer obtained its license to sell cannabis from the state of New Mexico.

C. A cannabis establishment shall not operate within 300 feet of an adult liquor, beer and wine consumption, sales, or diner locations.

D. Cannabis retail establishments may only operate within the hours of 9AM and 7 PM Monday through Saturday and 12PM and 7PM on Sundays. Customer visits and deliveries are prohibited between the hours of 7PM and 9AM and 7PM Sunday and 9AM Monday.

E. All storage, dispensing, or retail activities shall be conducted indoors.

F. Curb side service is allowed only for patrons with disabilities which shall be proven with a medical cannabis card.

G. Cannabis retail establishments may only operate within Commercial C2 Zones.

H. Cannabis retail establishments may not operate within 300 feet of residential zoned property unless the establishment was already operating under an approved state license pursuant to the Cannabis Regulation Act.

I. Odor mitigation must be active to prevent odor from being detected by the public, adjoining businesses, and any minors.

J. The number of cannabis retail establishments will be limited to one establishment per 2,000 residents of the incorporated area of the Town of Edgewood.

SECTION 13: CANNABIS MANUFACTURING

A. Cannabis-derived products manufacturing is allowed, provided that the establishment complies with all New Mexico laws, and the rules and regulations adopted by the Cannabis Control Division of the New Mexico Regulation & Licensing Department. Cannabis manufacturers must maintain an active license issued by the State of New Mexico and must always operate within the scope of that license.

B. Cannabis manufacturers shall not operate within 300 feet of the property boundary of any school, child day care facility, community center, or church that provides child services of any kind that was in existence at the time the cannabis manufacturer obtained its license to manufacture cannabis from the state of New Mexico.

C. The manufacturing of cannabis derived products must take place indoors within a fully enclosed building on the licensed manufacturing premises.

D. Cannabis manufacturers may use chemical extraction techniques or chemical synthesis, so long as the techniques used do not contradict those allowed under the CRA and the rules and regulations adopted by the Cannabis Control Division of the New Mexico Regulation & Licensing Department. However, the use of solvents such as butane, hexane, and other flammable gases to extract cannabis concentrate ("extraction") poses a threat to the health, safety and security of the community and increases the responsibilities of law enforcement and Town departments to respond to potential violations of state and local laws, including building, electrical and fire codes. Due to the increased health and safety risks extraction shall only occur in commercial and manufacturing zoned areas. Cannabis manufacturers must obtain a permit from the Fire Marshall prior to commencing cannabis manufacturing.

E. For purposes of this section, "chemical extraction" means the process of separating resins, tetrahydrocannabinols, or other substances from cannabis. "Chemical synthesis" means the

artificial execution of useful chemical reactions to obtain one or several products that undergo a transformation when subjected to certain conditions.

F. Cannabis manufacturers may only operate within the hours of 9AM and 7PM Monday through Saturday and 12PM and 7PM on Sundays.

G. Cannabis manufacturers other than a microbusiness may only operate within M-1 Zones or Commercial C2 Zones if approved for a conditional use variance.

H. A microbusiness may request a variance to operate in a Commercial C2 Zone pursuant to zoning and commission approval via a quasi-judicial hearing.

I. Cannabis manufacturers must utilize odor mitigation technology or techniques to mitigate the odor created by cannabis.

J. Mixing or cutting cannabis with any other controlled substance is not allowed or permitted.

SECTION 14: LOCATION OF CANNABIS CONSUMPTION AREAS

No cannabis consumption areas are allowed in the jurisdictional area of the Town.

SECTION 15: OPERATIONAL REQUIREMENTS

A. Cannabis establishments may not display products, engage consumers, or consummate sales outside of a fully enclosed building or structure.

B. It shall be unlawful to use, sell, cultivate, produce, or distribute cannabis and cannabis related products on public property within the jurisdictional area of the Town of Edgewood.

C. Cannabis establishments shall not allow or permit a person to consume cannabis onsite or on adjacent grounds.

D. Cannabis establishments must maintain a distance of one thousand (1,000) feet between locations as measured from establishment entry point to establishment entry point, except for any established cannabis business operating and meeting all the requirements as of the date of the enactment of this ordinance. An entry point being any point of entry or egress from said establishment.

E. Cannabis establishments shall provide and maintain at each premises a digital video surveillance system with a minimum camera resolution of 1280 x 720 pixels. The digital video surveillance system shall further comply with the following requirements:

1) the digital video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance;

2) each camera shall be permanently mounted and in a fixed location; and
3) cameras shall be placed in a location that allows the camera to clearly record activity occurring on the licensed premises that digital video surveillance is required and shall provide a clear and certain identification of any person and activities in those areas.

Areas of digital video surveillance: Areas that shall be recorded on the digital video surveillance system include the following:

1) areas where cannabis and cannabis products are cultivated, produced, manufactured, weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the licensed premises;
2) limited access areas;
3) areas storing a digital video surveillance system storage device;
4) entrances and exits to the licensed premises;
5) all point of sale (POS) locations to capture sale transactions; and
6) parking area for cannabis establishments.

Digital Video Surveillance Recording: Licensees shall comply with the following digital surveillance recording requirements:

1) cameras shall record continuously 24 hours per day, or may be motion activated, and at a minimum of 15 frames per second (FPS);
2) the physical media or storage device on which digital video surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft;
3) digital video surveillance recordings shall be kept for a minimum of 30 days and recordings of theft or security incidents as set forth in Subsection N of 16.8.2.8 NMAC shall be kept for a minimum of 12 months;
4) digital video surveillance recordings are subject to inspection by the division, and shall be kept in a manner that allows the division to view and obtain copies of the recordings at the licensed premises immediately upon request;
5) upon request, licensees shall send or otherwise provide copies of the recordings to the division within 48 hours;
6) recorded images shall clearly and accurately display the time and date of the recording; and
7) time shall be measured in accordance with the United States national institute standards and technology standards.

F. Cannabis establishments must provide for off-site disposal of cannabis products and other solid waste in compliance with state, federal, local law, and any other jurisdictional law such as EPA.

G. Cannabis establishments shall only provide curb-side pick-up services for patrons with disabilities.

H. Cannabis establishments shall not display or keep visible from outside the licensed establishment any cannabis products or paraphernalia.

I. Operation of any cannabis establishments-retail, production, manufacturing, transportation, and disposal, shall have annual license renewal and review. In addition to the following:

1) When relocating premises, a new application will be required.
2) All owners and employees will be required to have background checks. Applications and employment shall be disqualified for any drug, weapons, or felony charges/convictions.

SECTION 16: CHANGES TO LICENSE

A. No licensee shall make any of the following major changes without first obtaining the written approval of the Town.

1) Any transfer of the license or any ownership interest in the licensee entity or license.
2) Any change in location of the licensed premises.
3) Any change in the licensee's principals.
4) Any change in the structure, walls, doors, windows, ventilation, plumbing, electrical supply, floor plan, footprint, elevation, operation, operational plan, patios, decks, safe or vault, locks, surveillance system, doors, window coverings, or security system at the licensed premises.
5) Any material changes to the adjacent grounds, including but not limited to lighting, parking, and traffic flow.

SECTION 17: VIOLATION AND PENALTIES

A. It is unlawful and a violation of this article for a person to sell, cultivate, process, manufacture, store, or transport cannabis or cannabis products, if the person fails to meet all requirements in this ordinance, the Cannabis Regulation Act NMSA 1978 Sections 26-2 C-1 through 42, and the rules adopted by the Cannabis Control Division of RLD.

B. The sale or transfer of homegrown or homemade cannabis and cannabis products without a valid license issued by the State of New Mexico is prohibited.

C. An individual or business may be charged with multiple offenses for continuing violations of this ordinance. To that end, violations occurring on separate calendar days shall constitute separate offenses.

D. It shall be unlawful to sell, serve, give away, dispose of, exchange, distribute, deliver, or to permit the sale of, service, gift, disposal, exchange, distribution, or delivery of cannabis or cannabis derivatives in any form to any person under the age of 21, unless a valid Medical Doctor's prescription has been issued.

E. An individual or business may be charged with multiple fines or penalties, any violation of the Ordinance shall incur a fine of $500 and/or imprisonment for a period of up to 90 days in jail per violation, and each day that a violation occurs shall be considered a separate offense. The Town reserves the right to terminate any Town-issued or Town-provided licenses, registrations, approvals, utilities, or other such matter upon a second violation of Town ordinances. Nothing herein shall prevent the Town from seeking injunctive relief.

F. Actively using cannabis or evidence of use while operating a motor vehicle shall be considered the same pertaining to alcohol and open container laws pursuant to NMSA 1978 Section 66-8-102.

SECTION 18: REVOCATION OF LICENSE.

A. Any person in violation of a local Town cannabis license as set forth herein is subject to revocation for violations of this Ordinance, another Town ordinances, or New Mexico State laws.

B. If the Town finds that there is probable cause that a violation has occurred, it shall immediately investigate the alleged violation.

C. Upon evidence of a violation, the Town shall notify the licensee in writing of the specific allegations and the date of a quasi-judicial hearing scheduled for the Town Commission to consider the revocation or any other appropriate action involving the license.

D. During the license revocation quasi-judicial hearing, the Town Commission will hear evidence from Town staff and the licensee. Each party will be given an opportunity to be heard, to present witnesses, to cross examine witnesses, and to present evidence and exhibits in support of his or her case. At the conclusion of the hearing, the Town Commission will make formal findings as to the reasons for revoking the license or allowing it to remain in place with conditions.

E. If a cannabis license issued under this Ordinance is revoked, the licensee must cease doing business immediately, or as prescribed by the Town.

SECTION 19: SEVERABILITY

If any section, subsection, paragraph, phrase, or other portion of this ordinance shall be declared invalid for any reason whatsoever by a court or competent jurisdiction, then such decision shall not affect the validity or enforceability of the remaining portions of this Ordinance.

SECTION 20: EFFECTIVE DATE

This Ordinance shall be in force and in effect after its adoption, approval, and publication as provided by law.

Federal law prohibits the legalization of cannabis to date, and this Ordinance was created solely in response to the passage of the New Mexico Cannabis Regulation Act, which legalizes the use, retail sale, cultivation, manufacture, production, and distribution of recreational cannabis in the State of New Mexico.

PASSED, APPROVED AND ADOPTED this 22nd day of MARCH, 2022.

Audrey J. Jaramillo, CMO, CPA, CFE, JM
Mayor

Attest:

Estefanie Muller, CMC Clerk-Treasurer

TOWN OF EDGEWOOD ORDINANCE 2022-03

AN ORDINANCE ADOPTING THE LEGISLATIVE INTENT, FINDINGS, AND PURPOSE RELATING TO THE REGULATION OF CANNABIS AND ESTABLISHING A TOWN CANNABIS BUSINESS LICENSE; SETTING FORTH VIOLATIONS; AND PROVIDING FOR ENFORCEMENT AND PENALTIES

SECTION 1: SHORT TITLE

Sections 1 through 20 may be cited as the "Cannabis Regulation Ordinance".

SECTION 2: RECITALS

WHEREAS, cannabis contains tetrahydrocannabinol ("THC"), which remains on Schedule 1 of the Controlled Substances Act pursuant to 21 U.S.C. § 811 et. al. and any possession and use thereof is a violation of federal law pursuant to 21 U.S.C. § 841 et. al.; and

WHEREAS, the New Mexico Cannabis Regulation Act ("CRA") was enacted and signed into law in April 2021 allowing for the establishment and operation of certain cannabis businesses in the Town of Edgewood ("Town") according to a prescribed statutory and regulatory process; and

WHEREAS, the CRA contains provisions authorizing the possession, consumption, purchase, processing, manufacturing, and transport of cannabis and cannabis related products by an individual who is at least twenty-one (21) years of age; and

WHEREAS, the CRA provides the regulatory framework for the licensing and operation of cannabis establishments which are authorized to engage in the retail sale, cultivation, manufacturing of cannabis related products; and

WHEREAS, the CRA authorizes local jurisdictions to adopt rules regulating the time, place, and manner of cannabis businesses, so long as they do not conflict with the CRA or the Dee Johnson Clean Air Act, including rules that reasonably limit the hours of operation that are consistent with neighborhood uses; and

WHEREAS, the Town desires to adopt such rules regulating the time, place, and manner of cannabis businesses, and other restrictions related to cannabis establishments as provided by applicable law; and

WHEREAS, the CRA authorizes cannabis manufacturers to use chemical extraction techniques or chemical synthesis, including the use of solvents such as butane, hexane, and other flammable gasses, to extract marijuana concentrate, which poses a threat to the health, safety, and welfare of the community and increase the responsibilities of law enforcement and Town departments to respond to violations of state and local laws, including building, electrical, and fire codes; and

WHEREAS, this ordinance is adopted to protect the health, safety, and welfare of the community as it relates to the regulation and use of cannabis by imposing certain time, place, and manner restrictions on cannabis businesses; and

WHEREAS, the Town requires compliance with all applicable laws and regulations regarding the sale, cultivation, manufacturing, transport, production, distribution, and consumption of cannabis and cannabis related products; and

WHEREAS, this Ordinance is subject to amendment from time to time, as the CRA or the governing rules and regulations adopted by the Cannabis Control Division of the New Mexico Department of Regulation & Licensing change; and

WHEREAS, this Ordinance establishes a local Town of Edgewood cannabis business license and distinct rules for the licensing of recreational cannabis and cannabis infused and or related products within the jurisdictional boundaries of the Town of Edgewood; and

WHEREAS, these local rules and regulations are in addition to licensing requirements established by the State of New Mexico and are necessary for the Town to initiate "time, place and manner" restrictions as authorized by the New Mexico Cannabis Regulation Act as amended; and

WHEREAS, this ordinance establishes the Town's local cannabis license for the sale, production, distribution, cultivation of cannabis and cannabis infused and related products within the Town's jurisdictional limits. The Town shall have the authority to grant, deny and or revoke a local Town cannabis business license as set forth herein;

NOW THEREFORE, the Town adopts the following ordinance, to be enacted by the Governing Body, for the regulation of cannabis consistent with the CRA and all applicable law.

SECTION 3: PURPOSE

This Ordinance adopts local regulations regarding the sale, production, transport, manufacture, cultivation, and use of cannabis within the Town to protect the health, safety, and welfare of the community.

SECTION 4: DEFINITIONS

The below words and phrases, wherever used in this ordinance, shall not conflict with the definitions contained in the CRA or pertinent laws and regulations with their subsequent amendments. To the extent a definition is deemed to conflict, the definition set forth in the CRA shall be controlling.

"Advertisement"

1) means a statement or a depiction that is intended to induce the purchase of cannabis products and that is displayed in printed material or on a sign or other outdoor display or presented in a radio, television, or other media broadcast or in digital media; and
2) does not include:

a) a sign or outdoor display or other statement permanently affixed to a licensed premises that is intended to induce the sale of a cannabis product produced or sold on the premises
b) a label affixed to a cannabis product or the covering, wrapper or container of a cannabis product; or
c) an editorial or other material printed in a publication when the publication of the editorial or material was not paid for by a licensee and was not intended to promote the sale of cannabis products by a particular brand or company;

"Cannabis"

1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

2) does not include:

a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil; or cake; or the sterilized seed of the plant that is incapable of germination; or
b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink, or other product.

"Cannabis consumption area" means an area where cannabis products may be served and consumed.

"Cannabis courier" means a person that transports cannabis products to qualified patients, primary caregivers, or reciprocal participants or directly to consumers.

"Cannabis establishment" means

1) a cannabis testing laboratory;
2) a cannabis manufacturer;
3) a cannabis producer;
4) a cannabis retailer;
5) a cannabis research laboratory;
6) a vertically integrated cannabis establishment;
7) a cannabis producer microbusiness; or
8) an integrated cannabis microbusiness.

An establishment may include any of the following:

1) A single retail location where the licensee may sell cannabis and cannabis-infused products to consumers, including edibles. It includes both recreational and medical cannabis.
2) An offsite manufacturing and production facility at which the licensee may manufacture and produce cannabis and cannabis-infused products, which are not sold on location but are sold or transferred to consumers at other locations. It includes both recreational and medical cannabis.
3) A cultivation facility at which the licensee may grow or cultivate cannabis and cannabis-infused products, which are not sold on location but are sold or transferred to consumers at other locations. It includes both recreational and medical cannabis.
4) A combined retail, production, and manufacturing location where the licensee may produce and manufacture cannabis and cannabis-infused products, including edibles, and also sell these products to consumers at the same location. It includes both recreational and medical cannabis.
5) A combined retail, production, manufacturing, and cultivation/growing location, where the licensee may cultivate and grow cannabis, produce, and manufacture cannabis, including cannabis-infused products and edibles, and also sell these products to consumers at the same location. It includes both recreational and medical cannabis.

"Cannabis extract"

1) means a product obtained by separating resins, tetrahydrocannabinols, or other substances from cannabis by extraction methods approved by the division; and
2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink, or another product.

"Cannabis flowers" means only the flowers of a cannabis plant.

"Cannabis manufacturer" means a person that: (1) manufactures cannabis products; (2) packages

1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale, or consignment of cannabis products; and,
2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis.

"Consume" means ingesting cannabis in any form which includes but is not limited to smoking, vaping, or consumption of edible products.

"Consumer" means a person twenty-one years of age or older who purchases, acquires, owns, possesses, or uses a cannabis product for a purpose other than resale.

"Contaminant" means pesticides and other foreign material, such as hair, insects, or other similar adulterants, in harvested cannabis.

"Controlling person"

1) means a person that controls a financial or voting interest of ten percent or more of, or an officer or board member of, a cannabis establishment; and,
2) does not include a bank or licensed lending institution.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Department" means the regulation and licensing department.

"Director" means the director of the division.

"Division" means the cannabis control division of the department.

"Dry weight basis" when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant;

"Facility" means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products.

"Financial consideration" means value that is given or received, directly or indirectly, through sales, barter, trade, fees, charges, dues, contributions, or donations.

"Homegrown" or "homemade" means grown or made for purposes that are not dependent or conditioned upon the provision or receipt of financial consideration.

"Household" means a housing unit and includes any place in or around the housing unit at which an occupant of the housing unit produces, manufactures, keeps, or stores homegrown cannabis or homemade cannabis products.

"Immature cannabis plant" means a cannabis plant that has no observable flowers or buds.

"Industry standards" means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States.

"Integrated cannabis microbusiness" means a person that is authorized to conduct one or more of the following:

1) production of cannabis at a single licensed premises, provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;
2) manufacture of cannabis products at a single licensed premises;
3) sales and transportation of only cannabis products produced or manufactured by that person;
4) operation of only one retail establishment; and
5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

"Licensed premises" means a location that includes:

1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms.
2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale, or retail sale of cannabis products; and
3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection of partition of land that the licensee owns, leases or has a right to occupy.

"Local jurisdiction" means a municipality, home rule municipality or county.

"Manufacture" means to compound, blend, extract, infuse, package, or otherwise prepare a cannabis product.

"Medical cannabis" means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act.

"Medical cannabis program" means the program created pursuant to the Lynn and Erin Compassionate Use Act.

"Medical cannabis registry" means the system by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients.

"Primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act.

"Public place" means a place to which the general public has access and includes hallways, lobbies, and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation.

"Qualified patient" means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act.

"Reciprocal patient" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program.

"Retail establishment" means a location at which cannabis products are sold to qualified patients, primary caregivers, and reciprocal participants and directly to consumers.

"Superintendent" means the superintendent of regulation and licensing.

"Unprocessed" means unaltered from an original, raw or natural state; and

"Vertically integrated cannabis establishment" means a person that is authorized to act as any of the following:

1) a cannabis courier;
2) a cannabis manufacturer;
3) a cannabis producer; and
4) a cannabis retailer.

SECTION 5: GENERAL REQUIREMENTS

A. It shall be unlawful to use, sell, manufacture, cultivate, produce, or distribute cannabis on public property within the Town of Edgewood.

B. Cannabis establishments shall not allow a person to consume cannabis on site, or on adjacent grounds.

C. Cannabis establishments shall provide for proper and secure disposal of all cannabis products and by products and shall abide by the Town's regulations regarding rubbish and discharges into the municipal wastewater system or septic systems.

D. Cannabis establishments shall not emit fumes, dust, odors, or vapors into the environment or disturb adjacent uses.

E. Cannabis establishments shall not display or keep visible from outside the licensed establishment any cannabis products or paraphernalia.

SECTION 6: ESTABLISHING A TOWN CANNABIS BUSINESS LICENSE

A. This Ordinance establishes a local Town of Edgewood cannabis business license and distinct rules for the licensing of recreational cannabis and cannabis infused and or related products within the jurisdictional boundaries of the Town of Edgewood.

B. These local rules and regulations are in addition to licensing requirements established by the State of New Mexico and are necessary for the Town to initiate "time, place and manner" restrictions as authorized by the New Mexico Cannabis Regulation Act as amended.

C. This ordinance establishes the Town's local cannabis license for the sale, production, distribution, cultivation of cannabis and cannabis infused and related products within the Town's jurisdictional limits. The Town shall have the authority to grant, deny and or revoke a local Town cannabis business license as set forth herein.

SECTION 7: REQUIREMENTS OF THE TOWN CANNABIS BUSINESS LICENSE

A. The Town of Edgewood, as the local cannabis business licensing authority, shall have the following powers and authority.

1) To issue, deny or revoke a Town business license and renewals of the same, and where necessary, to conduct a quasi-judicial hearing thereto.
2) To impose any sanctions on a Town cannabis business license, including revocation, upon its own authority and initiations, or in response to a complaint by any person or persons for any violation by the licensee after investigation and a quasi-judicial hearing, at which the licensee shall be afforded an opportunity to be heard. Such hearings will allow for the presentation of evidence by the applicant and Town staff and will be followed by the adoption of formal findings and conclusions of law.
3) To adopt application forms, fees, and submission requirements for a Town cannabis business license and a Town's General business license.

B. No person or corporate entity may operate a cannabis establishment within the Town's jurisdictional control without first obtaining a Town cannabis business license.

C. All licenses will be administrated and approved by the Town provided that the applicant has met all conditions and requirements established herein and paid the licensing fee of $500.

D. It is illegal to operate a cannabis establishment in the Town's jurisdictional area without first obtaining a local Town cannabis business license.

E. Upon issuance, the Town cannabis license and Town business license shall be displayed within the premises and be visible to public view.

SECTION 8: General Licensing Requirements

A. In order to obtain a Town cannabis business license under this Ordinance, the applicant must demonstrate the following:

1) The proposed licensed premises and adjacent ground meet all requirements for issuance of a State of New Mexico cannabis license and all applicable laws and regulations.
2) The applicant shows proof of a valid State of New Mexico cannabis license.
3) The applicant has met all requirements, including payment of any and all applicable taxes and fees, both local and state.
4) The applicant has obtained a separate Town business license for any other business activity that will also be operated on the licensed premises and paid any and all license fees.
5) The premises and adjacent grounds are not licensed or operated as an establishment for the sale or service of alcohol beverages, or as a massage parlor, a dance hall, adult business, or an amusement facility.
6) The applicant has submitted an application for a Town cannabis business license, on the established forms, that the Town Clerk has determined is complete.
7) In the case of a retail cannabis establishment, the applicant has demonstrated that the proposed licensed premises is located on or within property zoned or used as Industrial, Light Industrial, or Commercial C2. A combined retail and production, manufacturing

or growing establishment is not allowed in a Commercial C2 Zone, or as otherwise specified in the Town's land use and zoning regulations. A cannabis related business may be issued a variance as per section 11 paragraph G of this ordinance.

8) In the case of a cannabis establishment that is manufacturing, producing, or cultivating for commercial use (non-personal use), and even where combined with a retail cannabis establishment, the applicant has demonstrated that the proposed licensed premises is located on or within property zoned or used as Industrial or Light Industrial, or as otherwise specified in the Town's land use and zoning regulations, including those uses subject to a special use permit.
9) In the case of a cannabis establishment that is manufacturing, producing, or cultivating, and even where combined with a retail cannabis establishment, the applicant shows adequate water resources and applicable permits as approved by the Town, or as required under the laws of the State of New Mexico.
10) The applicant must demonstrate that the location of the proposed licensed premises is no less than one thousand (1,000) feet from any other licensed cannabis establishment, except for any established cannabis business operating and meeting all the requirements as of the date of the enactment of this ordinance. Measurements shall be made from any entry or egress door of the two (2) proposed or existing licensed premises.
11) The applicant must demonstrate that the proposed licensed premises are not located within three hundred (300) feet of the property boundary of any school, child day care facility, community center, or church that provides child services of any kind. The distances referred to in this paragraph are to be computed by direct measurement from the nearest property line of the land used for a school or campus, to the nearest portion of the lot that is the situs of the building that is proposed for a licensed premises.
12) The applicant agrees to operating hours not earlier than 9 AM, nor later than 7 PM Monday through Saturday and not earlier than 12 PM, nor later than 7 PM on Sundays.
13) All proposed licensed premises, adjacent grounds, and related parking facilities which are located on Federal land within the Town are required to abide by applicable Federal law.
14) The application for a Town cannabis business license must specify the type of cannabis establishment involved, whether medical, retail, manufacturing, production, cultivation, or a combination of these.

SECTION 9: PERSONAL REQUIREMENTS FOR THE TOWN CANNABIS BUSINESS LICENSEE

A. The applicant for a Town cannabis business License, principals, registered manager, and employees must meet all requirements under New Mexico State law.

B. The applicant, principals, registered manager, and employees must be at least twenty-one (21) years of age.

C. The applicant, principals, registered manager, and employees all hold valid occupational licenses and registrations as required by the State of New Mexico, including all applicable cannabis licenses.

SECTION 10: SPECIFIC REQUIREMENTS REGARDING THE PREMISES

A. The proposed licensed premises are located in a fixed, permanent, non-portable building and are not located in a movable or mobile structure or in a vehicle, nor is it operated as a home occupation under Town regulations. Cannabis production for commercial sale is not allowed in or on any residential property or within 300 feet of residential zoned property.

B. The size of the premises is compatible and compliant with the applicable zoning district limitations regarding square footage.

C. The applicant must have sole legal control of the proposed licensed premises at the time the application is submitted, under a lease that is presently in effect or through present ownership of the proposed licensed premises as shown by a deed or other instrument of record. The applicant must show proof that the lessor has agreed to the use of the premises as a cannabis establishment.

D. All storage, dispensing, manufacture, production, and cultivation activities shall be conducted indoors in a building meeting the requirements of Subsection (A).

E. Plants, products, accessories, and associated paraphernalia shall not be visible from a public sidewalk or right-of-way.

F. The proposed licensed premises have a suitable limited access area where the cultivation, display, storage, processing, weighing, handling, and packaging of cannabis, cannabis infused products, and or cannabis related products occur, which is posted "employees only," and is separated from the areas accessible to the public by a wall, counter, or some other substantial barrier designed to keep the public from entering the area.

G. The applicant has submitted a security plan for the proposed licensed premises, which has been inspected and approved by the Town's Police Department and or Building Official, and showing at least the following minimum-security measures:

1) All doors, windows and other points of entry have secured and functioning locks.
2) A locking safe or enclosed secured storage located inside the proposed licensed premises in which any cannabis and cannabis infused products will be secured when the licensed premises are not open to the public.
3) If the licensed premises are connected by any passage or entryway to any other premises, there is a door between the two (2) premises that can be locked from the licensee side and cannot be opened from the other side.

4) A professionally monitored burglar alarm system with panic button directed to the Regional Emergency Call Center (RECC) that detects unauthorized entry of all doors, windows, and other points of entry to the proposed licensed premises; and all storage areas containing cannabis or cannabis infused product.
5) Windows facing the adjacent grounds and lighting of the adjacent grounds sufficient to ensure that customers entering and leaving the licensed premises, entering, and exiting parked cars on the adjacent grounds, and walking across the adjacent grounds can be observed by employees from inside the licensed premises.
6) All licensing requirements established by the State of New Mexico.

H. The proposed licensed premises and adjacent grounds comply with all zoning, health, building, plumbing, mechanical, fire, and other codes, statutes, and ordinances, as shown by completed inspections and approvals from the Town's official and CID Building Officials.

I. There is sufficient parking available on the proposed adjacent grounds given the size of the licensed premises and the number of employees and customers that can reasonably be expected to be present at any given time, pursuant to applicable provisions of the Town of Edgewood.

J. The proposed licensed premises and adjacent grounds of the licensed premises will be operated in a manner that does not cause any substantial harm to public health, safety, and welfare.

K. The proposed licensed premises are equipped with a ventilation system with carbon filters sufficient in type and capacity to eliminate cannabis odors emanating from the interior to the exterior discernible by a reasonable person, including to any public property or right-of-way within the Town. The ventilation system must be inspected and approved by the Town Building Official and the State of New Mexico RLD/CID.

L. The proposed licensed premises are located in a building that does not share any doors, windows, air passages, vents, ducts or any heating, ventilation, air conditioning, or air handling equipment or structures with any other building or premises whatsoever.

M. Walls, barriers, locks, signs, and other means are in place to prevent the public from entering the area of the proposed licensed premises utilized for cultivation or production and manufacturing.

N. No portion of the building in which the proposed licensed premises are located is utilized as a residence. Cannabis production for commercial sale is not allowed in or on any residential property or within 300 feet of residential zoned property.

O. The proposed licensed premises must ensure that the ventilation system, air filtration, building screening requirements, necessary security apparatus and lighting are all compatible with neighboring businesses and adjacent uses.

P. Every licensee and its principals, registered manager, and employees have a continuing duty to ensure that the requirements of this Section continue to be met after the license is issued and at all times that the license remains in effect.

Q. The licensee abides by all State, County and Town's ordinances regarding signage, land use and zoning, water service, and wastewater discharge for both Public and Private septic systems.

SECTION 11: CANNABIS PRODUCTION

A. The Town shall allow cannabis production, consistent with the CRA and the rules and regulations adopted by the Cannabis Control Division of the New Mexico Department of Regulation & Licensing. All producers shall maintain an active license issued by the State of New Mexico and all production facilities shall comply with all state law and regulations.

B. Cannabis production for commercial sale is not allowed in or on any residential property or within 300 feet of residential zoned property.

C. There shall be no cannabis production activity within 300 feet of the property boundary of any school, child day care facility or church that provides child services of any kind that was in existence at the time the cannabis producer obtained its license to produce cannabis from the State of New Mexico.

D. Any person who desires to produce, cultivate, or process cannabis or cannabis related products that is for personal use and not for sale or gift within a primary residence they do not own shall obtain the prior written consent of the property owner before commencing any cultivation or processing of cannabis or cannabis related products on the property.

1) Individuals may possess, cultivate, and grow cannabis in their residence, including in a residential zoning district, but only for their personal use and subject to the following limitations as established cannabis production for commercial sale is not allowed in or on any residential property or within 300 feet of residential zoned property under the New Mexico Cannabis Regulation Act, as amended:

    a. An individual must be at least twenty-one (21) years of age.
    b. It is unlawful to grow, cultivate, or process more than the designated number of cannabis plants per person, and per residence set forth in the New Mexico Cannabis Regulation Act, as amended, and any other applicable laws of the State of New Mexico.
    c. A residence shall not emit cannabis odors of any kind.

d. Any growing or cultivation of cannabis products for personal use shall not be visible to the public.
e. Any growing, cultivation or production of cannabis or cannabis-infused products for personal use shall not be sold or transferred to third parties for future sale.
f. No cannabis sale, production, distribution, manufacturing, or cultivation shall be allowed in a residence.

E. Any person who desires to produce, cultivate, or process cannabis or cannabis related products within a commercial building or property that they do not own shall obtain the prior written consent of the property owner before commencing any cultivation or processing of cannabis or cannabis related products on the property.

F. Cannabis outdoor cultivation businesses may only be permissive within Agricultural Zones except that Accessory Uses as identified under 2019-03 B (6) shall not be permissive.

G. A microbusiness may request a variance to operate in a Commercial C2 Zone pursuant to zoning and commission approval.

H. Cannabis production facilities must utilize odor mitigation technology or techniques to mitigate the odor created by cannabis plants and products.

SECTION 12: CANNABIS RETAIL

A. The Town shall allow cannabis retail establishments to operate pursuant to the CRA and all applicable rules and regulations adopted by the Cannabis Control Division of the New Mexico Regulation & Licensing Department. All cannabis retail establishments shall be properly licensed by the state of New Mexico.

B. Cannabis retailers shall not operate within 300 feet of the property boundary of any school or child day care facility, community centers, or church that provides child services of any kind that was in existence at the time the cannabis retailer obtained its license to sell cannabis from the state of New Mexico.

C. A cannabis establishment shall not operate within 300 feet of an adult liquor, beer and wine consumption, sales, or diner locations.

D. Cannabis retail establishments may only operate within the hours of 9AM and 7 PM Monday through Saturday and 12PM and 7PM on Sundays. Customer visits and deliveries are prohibited between the hours of 7PM and 9AM and 7PM Sunday and 9AM Monday.

E. All storage, dispensing, or retail activities shall be conducted indoors.

F. Curb side service is allowed only for patrons with disabilities which shall be proven with a medical cannabis card.

G. Cannabis retail establishments may only operate within Commercial C2 Zones.

H. Cannabis retail establishments may not operate within 300 feet of residential zoned property unless the establishment was already operating under an approved state license pursuant to the Cannabis Regulation Act.

I. Odor mitigation must be active to prevent odor from being detected by the public, adjoining businesses, and any minors.

J. The number of cannabis retail establishments will be limited to one establishment per 2,000 residents of the incorporated area of the Town of Edgewood.

SECTION 13: CANNABIS MANUFACTURING

A. Cannabis-derived products manufacturing is allowed, provided that the establishment complies with all New Mexico laws, and the rules and regulations adopted by the Cannabis Control Division of the New Mexico Regulation & Licensing Department. Cannabis manufacturers must maintain an active license issued by the State of New Mexico and must always operate within the scope of that license.

B. Cannabis manufacturers shall not operate within 300 feet of the property boundary of any school, child day care facility, community center, or church that provides child services of any kind that was in existence at the time the cannabis manufacturer obtained its license to manufacture cannabis from the state of New Mexico.

C. The manufacturing of cannabis derived products must take place indoors within a fully enclosed building on the licensed manufacturing premises.

D. Cannabis manufacturers may use chemical extraction techniques or chemical synthesis, so long as the techniques used do not contradict those allowed under the CRA and the rules and regulations adopted by the Cannabis Control Division of the New Mexico Regulation & Licensing Department. However, the use of solvents such as butane, hexane, and other flammable gases to extract cannabis concentrate ("extraction") poses a threat to the health, safety and security of the community and increases the responsibilities of law enforcement and Town departments to respond to potential violations of state and local laws, including building, electrical and fire codes. Due to the increased health and safety risks extraction shall only occur in commercial and manufacturing zoned areas. Cannabis manufacturers must obtain a permit from the Fire Marshall prior to commencing cannabis manufacturing.

E. For purposes of this section, "chemical extraction" means the process of separating resins, tetrahydrocannabinols, or other substances from cannabis. "Chemical synthesis" means the

artificial execution of useful chemical reactions to obtain one or several products that undergo a transformation when subjected to certain conditions.

F. Cannabis manufacturers may only operate within the hours of 9AM and 7PM Monday through Saturday and 12PM and 7PM on Sundays.

G. Cannabis manufacturers other than a microbusiness may only operate within M-1 Zones or Commercial C2 Zones if approved for a conditional use ~~variance~~.

H. A microbusiness may request a variance to operate in a Commercial C2 Zone pursuant to zoning and commission approval via a quasi-judicial hearing.

I. Cannabis manufacturers must utilize odor mitigation technology or techniques to mitigate the odor created by cannabis.

J. Mixing or cutting cannabis with any other controlled substance is not allowed or permitted.

SECTION 14: LOCATION OF CANNABIS CONSUMPTION AREAS

No cannabis consumption areas are allowed in the jurisdictional area of the Town.

SECTION 15: OPERATIONAL REQUIREMENTS

A. Cannabis establishments may not display products, engage consumers, or consummate sales outside of a fully enclosed building or structure.

B. It shall be unlawful to use, sell, cultivate, produce, or distribute cannabis and cannabis related products on public property within the jurisdictional area of the Town of Edgewood.

C. Cannabis establishments shall not allow or permit a person to consume cannabis onsite or on adjacent grounds.

D. Cannabis establishments must maintain a distance of one thousand (1,000) feet between locations as measured from establishment entry point to establishment entry point, except for any established cannabis business operating and meeting all the requirements as of the date of the enactment of this ordinance. An entry point being any point of entry or egress from said establishment.

E. Cannabis establishments shall provide and maintain at each premises a digital video surveillance system with a minimum camera resolution of 1280 x 720 pixels. The digital video surveillance system shall further comply with the following requirements:

1) the digital video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance;

2) each camera shall be permanently mounted and in a fixed location; and
3) cameras shall be placed in a location that allows the camera to clearly record activity occurring on the licensed premises that digital video surveillance is required and shall provide a clear and certain identification of any person and activities in those areas.

Areas of digital video surveillance: Areas that shall be recorded on the digital video surveillance system include the following:

1) areas where cannabis and cannabis products are cultivated, produced, manufactured, weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the licensed premises;
2) limited access areas;
3) areas storing a digital video surveillance system storage device;
4) entrances and exits to the licensed premises;
5) all point of sale (POS) locations to capture sale transactions; and
6) parking area for cannabis establishments.

Digital Video Surveillance Recording: Licensees shall comply with the following digital surveillance recording requirements:

1) cameras shall record continuously 24 hours per day, or may be motion activated, and at a minimum of 15 frames per second (FPS);
2) the physical media or storage device on which digital video surveillance recordings are stored shall be secured in a manner to protect the recording from tampering or theft;
3) digital video surveillance recordings shall be kept for a minimum of 30 days and recordings of theft or security incidents as set forth in Subsection N of 16.8.2.8 NMAC shall be kept for a minimum of 12 months;
4) digital video surveillance recordings are subject to inspection by the division, and shall be kept in a manner that allows the division to view and obtain copies of the recordings at the licensed premises immediately upon request;
5) upon request, licensees shall send or otherwise provide copies of the recordings to the division within 48 hours;
6) recorded images shall clearly and accurately display the time and date of the recording; and
7) time shall be measured in accordance with the United States national institute standards and technology standards.

F. Cannabis establishments must provide for off-site disposal of cannabis products and other solid waste in compliance with state, federal, local law, and any other jurisdictional law such as EPA.

G. Cannabis establishments shall only provide curb-side pick-up services for patrons with disabilities.

H. Cannabis establishments shall not display or keep visible from outside the licensed establishment any cannabis products or paraphernalia.

I. Operation of any cannabis establishments-retail, production, manufacturing, transportation, and disposal, shall have annual license renewal and review. In addition to the following:

1) When relocating premises, a new application will be required.
2) All owners and employees will be required to have background checks. Applications and employment shall be disqualified for any drug, weapons, or felony charges/convictions.

SECTION 16: CHANGES TO LICENSE

A. No licensee shall make any of the following major changes without first obtaining the written approval of the Town.

1) Any transfer of the license or any ownership interest in the licensee entity or license.
2) Any change in location of the licensed premises.
3) Any change in the licensee's principals.
4) Any change in the structure, walls, doors, windows, ventilation, plumbing, electrical supply, floor plan, footprint, elevation, operation, operational plan, patios, decks, safe or vault, locks, surveillance system, doors, window coverings, or security system at the licensed premises.
5) Any material changes to the adjacent grounds, including but not limited to lighting, parking, and traffic flow.

SECTION 17: VIOLATION AND PENALTIES

A. It is unlawful and a violation of this article for a person to sell, cultivate, process, manufacture, store, or transport cannabis or cannabis products, if the person fails to meet all requirements in this ordinance, the Cannabis Regulation Act NMSA 1978 Sections 26-2 C-1 through 42, and the rules adopted by the Cannabis Control Division of RLD.

B. The sale or transfer of homegrown or homemade cannabis and cannabis products without a valid license issued by the State of New Mexico is prohibited.

C. An individual or business may be charged with multiple offenses for continuing violations of this ordinance. To that end, violations occurring on separate calendar days shall constitute separate offenses.

D. It shall be unlawful to sell, serve, give away, dispose of, exchange, distribute, deliver, or to permit the sale of, service, gift, disposal, exchange, distribution, or delivery of cannabis or cannabis derivatives in any form to any person under the age of 21, unless a valid Medical Doctor's prescription has been issued.

E. An individual or business may be charged with multiple fines or penalties, any violation of the Ordinance shall incur a fine of $500 and/or imprisonment for a period of up to 90 days in jail per violation, and each day that a violation occurs shall be considered a separate offense. The Town reserves the right to terminate any Town-issued or Town-provided licenses, registrations, approvals, utilities, or other such matter upon a second violation of Town ordinances. Nothing herein shall prevent the Town from seeking injunctive relief.

F. Actively using cannabis or evidence of use while operating a motor vehicle shall be considered the same pertaining to alcohol and open container laws pursuant to NMSA 1978 Section 66-8-102.

SECTION 18: REVOCATION OF LICENSE.

A. Any person in violation of a local Town cannabis license as set forth herein is subject to revocation for violations of this Ordinance, another Town ordinances, or New Mexico State laws.

B. If the Town finds that there is probable cause that a violation has occurred, it shall immediately investigate the alleged violation.

C. Upon evidence of a violation, the Town shall notify the licensee in writing of the specific allegations and the date of a quasi-judicial hearing scheduled for the Town Commission to consider the revocation or any other appropriate action involving the license.

D. During the license revocation quasi-judicial hearing, the Town Commission will hear evidence from Town staff and the licensee. Each party will be given an opportunity to be heard, to present witnesses, to cross examine witnesses, and to present evidence and exhibits in support of his or her case. At the conclusion of the hearing, the Town Commission will make formal findings as to the reasons for revoking the license or allowing it to remain in place with conditions.

E. If a cannabis license issued under this Ordinance is revoked, the licensee must cease doing business immediately, or as prescribed by the Town.

SECTION 19: SEVERABILITY

If any section, subsection, paragraph, phrase, or other portion of this ordinance shall be declared invalid for any reason whatsoever by a court or competent jurisdiction, then such decision shall not affect the validity or enforceability of the remaining portions of this Ordinance.

SECTION 20: EFFECTIVE DATE

This Ordinance shall be in force and in effect after its adoption, approval, and publication as provided by law.

Federal law prohibits the legalization of cannabis to date, and this Ordinance was created solely in response to the passage of the New Mexico Cannabis Regulation Act, which legalizes the use, retail sale, cultivation, manufacture, production, and distribution of recreational cannabis in the State of New Mexico.

PASSED, APPROVED AND ADOPTED this 22nd day of MARCH, 2022.

Audrey J. Jaramillo, CMO, CPA, CFE, JM
Mayor

Attest:

Estefanie Muller, CMC Clerk-Treasurer

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 _____, 2024 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 505, Section 28, Page 214, Line18,
Paragraph 431, a total of One Million Two Hundred Twenty-Three Thousand Dollars ($1,223,000.00) was appropriated to the Department of Finance and Administration (DFA) for the Town's Project #23-H3186. Project #23-H3186 is funding to plan, design, construct, and furnish recreational facilities at Venus Park, including soccer fields, baseball fields, parking, trails, a pedestrian bridge and bathrooms in the Town of 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-H3186 which is funded from House Bill 505 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-H3186, 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-H3186; and

- The Town shall pay MRCOG for direct labor costs associated with oversight of Capital Outlay Project. #23-H3186

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 #23-H3186 (June 30, 2026) 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: _____, 2024

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

By: _____

Date: _____, 2024

TOWN OF EDGEOOWD

By: _____
Ken Brennan, Mayor

Date: _____, 2024

Approved as to form and legal
sufficiency by Town Attorney for the Town of Edgewood

By: _____

Date: _____, 2024

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF EDGEWOOD AND THE MID REGION COUNCIL OF GOVERNMENTS

This Agreement, hereinafter referred to as "MOU" is entered into on _____ day of _____, 2024 between the Mid Region Council of Governments ("MRCOG") a regional planning organization of the State of New Mexico and the Town of Edgewood ("Town"), collectively referred to as the "Parties".

RECITALS

WHEREAS the Town of Edgewood and MRCOG entered into a separate Memorandum of Understanding designating MRCOG as the Town's Fiscal Agent, as required by the New Mexico Environment Department, to enable the Town to receive a New Mexico legislative special appropriation; 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 New Mexico Environment Department special appropriation number SAP 22-G2417-STB in the amount of $1,150,000; and

WHEREAS, this MOU is required to outline the duties of the Parties as they relate to the provision of Fiscal Agent services.

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 #SAP 22-G2417-STB, which is funded by the NM Legislature and administered by the New Mexico Environment Department.

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/or 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 Project #SAP 22-G2417-STB, 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. <u>Town 's Role and Responsibilities</u>:

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 New Mexico 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 #SAP 22-G2417-STB; and
- The Town shall pay MRCOG for direct labor costs associated with oversight of Capital Outlay Project #SAP 22-G2417-STB.

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 New Mexico Environment Department 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 June 30, 2026, which is the reversion date for Appropriation # SAP 22-G2417-STB. 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 Thirteenth Judicial District Court in Bernalillo, New Mexico.

Section 8. STATUS. MRCOG, its employees and agents performing the services pursuant to this MOU are not employees of the Town. The MRCOG and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Town vehicles, or any other benefits afforded to employees of the Town.

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

Section 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.

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: _____, 2024

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

By: _____

Date: _____, 2024

TOWN OF EDGEWOOD BOARD OF COMMISSIONERS

APPROVED, ADOPTED, AND PASSED on this ___day of _____, 2024.

_____ _____
Ken Brennan, Mayor Attest: Michelle Jones, Town Clerk

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

By: _____

Date: _____, 2024

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF EDGEWOOD AND THE MID REGION COUNCIL OF GOVERNMENTS

This Memorandum of Understanding (hereinafter "MOU") confirms that the Grantee, Town of Edgewood (hereinafter "Grantee") is working with the Mid-Region Council of Governments, the designated Fiscal Agent (hereinafter "Fiscal Agent"), for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (hereinafter "NMED").

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

The special appropriation grant agreement is:

SAP 22-G2417-STB, in the amount of One Million One Hundred Fifty Thousand Dollars ($1,150,000), expiring June 30, 2026, and has been appropriated "to acquire rights of way and easements for and to plan, design, construct, equip, and furnish a water treatment facility in Edgewood in Santa Fe County. (Project).

It is mutually agreed that the Town of Edgewood will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Mid-Region Council of Governments (Fiscal Agent) is authorized to act as the Fiscal Agent for the project, and will be responsible for administration, procurement, and payments related to the project.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE:

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its:_____
(Type or Print Title)

Date: _____

FISCAL AGENT:

_____
Signature of Official with Authority to Bind Grantee

By:____Dewey V. Cave_____
(Type or Print Name)

Its:____Executive Director_____
(Type or Print Title)

Date: _____

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 _____, 2024 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 2022, Senate Bill 212, (New Mexico Junior Bill), Chapter 53, Section 24, Line 5, Paragraph 1, a total of Ten Thousand Dollars ($10,000.00) was appropriated to the Department of Finance and Administration (DFA) for the Town's Project #22-G2444-13. Project #22-G2444-13 is funding to plan, design, construct, equip, and install surrender safety devices in the Town of 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 #22-G2444-13, which is funded from Senate Bill 212 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 #22-G2444-13, 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 #22-G2444-13; and

- The Town shall pay MRCOG for direct labor costs associated with oversight of Capital Outlay Project #22-G2444-13.

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 #22-G2444-13 (June 30, 2026) 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: _____, 2024

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

By: _____

Date: _____, 2024

TOWN OF EDGEOOWD

By: _____
Ken Brennan, Mayor

Date: _____, 2024

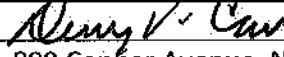
Approved as to form and legal
sufficiency by Town Attorney for the Town of Edgewood

By: _____

Date: _____, 2024

Name of Grantee: Town of Edgewood **Project Number: SAP 22-G2417-STB**

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement	
Name	
Title	
Signature	
Address	
Email	
Phone	
Official Representatives authorized to sign Disbursement Requests and All Other Documents	
Name	
Title	
Signature	
Address	
Email	
Phone	
Alternate Official Representative; To sign Disbursement Requests and All Other Documents, Requirement and Act as the Project Contact	
Name	
Title	
Signature	
Address	
Email	
Phone	
Designated Agent or Employee that will update DFA Database Quarterly	
Name	
Title	
Signature	
Address	
Email	
Phone	
If required, Fiscal Agent approved to sign Disbursement Requests	
Name	Dewey V. Cave
Title	Executive Director Mid Region Council of Governments (MRCOG)
Signature	
Address	809 Copper Avenue, NM, Albuquerque, NM 87102
Email	dcave@mrcog-nm.gov
Phone	(505) 247-1750

COMMISSION POLICY

Policy 1.0 Vacancy Policy

If a vacancy occurs in the commission, the remaining elected and appointed commissioners shall, by a majority vote, appoint a qualified elector to fill the vacancy until the next regular local election, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.

The purpose of this policy is to set forth procedures for filling a vacancy on the Town Commission.

1. Pre-interview Process

    1.1. The Town Clerk will notify all Governing Body members immediately upon receipt of a resignation letter from any Town Commissioner or notice of removal from office or notice of death for any Town Commissioner.

        1.1.1. Should the Town Clerk not be available to receive notice, the person temporarily serving that function shall complete this process.

    1.2. The remaining Town Commissioners will, in a public meeting, discuss and vote on details for the interview and appointment process.

    1.3. Each Town Commissioner, at their discretion, may choose to bring forward a candidate or candidates to be considered by the Governing Body for the vacant commission seat.

2. Interview Process

    2.1. All Commissioners shall have the opportunity to interview and speak with the candidate interviewees. Two Commissioners at a time may interview the candidate(s).

    2.2. Town Commissioners will determine interview questions and may seek assistance from the Town Clerk in preparing the questions.

    2.3. Town Commissioners may have the Town Clerk present questions to the candidates and/or Commissioners may ask the questions.

3. Final Notification Process

    3.1. After interviews are completed, and at a scheduled date and time, Town Commissioners may meet to discuss the final candidate(s) in an open meeting.

3.2. In a regular public meeting, the Governing Body will, by a majority vote, appoint a qualified elector to fill the vacancy until the next regular local election, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.

3.3. The Town Clerk shall arrange for the Oath of Office and coordinate the administrative process for the appointee.

3.4. Following the Oath of Office, the appointed Commissioner may begin participation as a governing body member.

Department/Positions	FY25 Current Approved Positions	FY26 Addt'l Staff Needed	FY26 TOTAL w/added staff	FY27 Addt'l Staff Anticipated	FY27 TOTAL w/added staff
Administration					
Town Manager	1		1		1
Clerk-Treasurer	1		1		1
Community Liaison	1		1		1
Finance Director-Dep Treasurer	1		1		1
Finance Specialist	1		1	*1*	2
Finance Assistant	1		1		1
IT Director	1		1		1
IT Specialist	1		1		1
Communications Specialist	0	*1*	1		1
Deputy Clerk	0		0	*1*	1
Executive Assistant	1		1		1
Administrative Assistant	1		1		1
TOTAL ADMINSTRATION	10	*1*	11	*2*	13
Community Development					
Community Dev. Director	1		1		1
Planning & Zoning Mgr	1		1		1
Code Enforcement Officer	1		1		1
Planning & Zoning Tech.	1		1		1
Economic Dev. Specialist	0		0	*1*	1
TOTAL COMMUNITY DEV.	4	*0*	4	*1*	5
Community Services					
Community Services Director	*1*		1		1
Animal Shelter Manager	1		1		1
Animal Care Technician	1		1		1
Library Operations Manager	1		1		1
Librarian	1		1		1
Library Assistant	0	*1*	1		1
Parks & Recreation Manager	1		1		1
Parks & Rec Specialist	0	*1*	1		1
P&R Seasonal & On-Call	12		12		12
TOTAL COMMUNITY SERVICES	18	*2*	20	*0*	20
Public Works					
Public Works Director	*1*		1		1

Maintenance Manager	1		1		1
Maintenance Technician	3	*1*	4	*1*	5
Custodian	1	*1*	2		2
Roads Manager	1		1		1
Roads Foreman	0	*1*	1		1
Heavy Equipment Operators	6		6	*3*	9
Wastewater Treatment Mgr	1		1		1
Wastewater Treatment Specialis	0	*1*	1		1
Public Works Admin Asst.	0	*1*	1		1
TOTAL PUBLIC WORKS	14	*5*	19	*4*	23
Police Department					
Police Chief	1		1		1
Deputy Police Chief	0	*1*	1		1
Lieutentant	1		1		1
Sergeant	3		3		3
Detective	2		2		2
Police Officers	13	*1*	14	*3*	17
Evidence Custodian	0	*1*	1		1
Police Dept Office Manager	1		1		1
Police Admin Asst.	1		1		1
TOTAL POLICE DEPARTMENT	22	*3*	25	*3*	28
Municipal Court					
Municipal Judge	1		1		1
Court Administrator	1		1		1
Court Clerk	1		1		1
	3	*0*	3	*0*	3
TOTAL ALL DEPARTMENTS	**71**	*11*	**82**	*10*	**92**
Estimated Payroll	$ 4,693,542	*$ 651,200*	$ 5,344,742	*$ 671,840*	$ 5,889,944
Estimated Benefits	$ 1,408,063	*$ 195,360*	$ 1,603,423	*$ 201,552*	$ 1,766,983
TOTAL ESTIMATED P+B	**$ 6,101,605**	***$ 846,560***	**$ 6,948,165**	***$ 873,392***	**$ 7,656,927**

italics = proposed/not yet hired

FY25 New Positions

EDGEWOOD CITIZENS

P&Z Hearing Officer

P&Z Commission

Advisory Boards

TOWN COMMISSION

Municipal Judge

Court Administrator

Court Clerk

Town Manager

Community Liaison

Clerk-Treasurer-HR

Executive Assistant

Admin Assistant

Town Attorney

Police Chief

Deputy Police Chief

Information Technology Director

Finance Director Dep Treasurer

Community Development Director

Community Services Director

Public Works Director

Lieutentant Lieutenant

Social Media Specialist

IT Specialist

Finance Specialist (2)

Deputy Clerk

Grants Coordinator

Planning & Zoning Mgr

Code Enforcement

Economic Dev. Spec.

P&Z Technician

Animal Shelter Mgr

Library Ops Manager

Parks & Rec Manager

Animal Care Tech (2)

Librarian

Library Assistant

Seasonal & On-Call (10-12)

Parks & Trails Tech

Community Volunteers (3-6)

Community Volunteers (10-12)

Community Volunteers (6-8)

Maintenance Manager

Roads Manager

WWTP Manager

Maint. Technician 3—> 5

Roads Foreman

Custodian 1—>2

Pub Wks Asststant

Heavy Equip Operator 6—>9

WWTP Technician

Sergeants (3)

PD Office Mgr & P/R

Detectives (2)

PD Officers (13)

Animal Ctrl Officer (2)

Admin Assistant

Community Volunteers (2-3)

Elected Official | Appointed Official | Director | Manager | Specialist | Technician/Assistant | Advisory Positions | Volunteers

● New ▲ Modified — Direct Report ····· Indirect Report