

TOWN OF EDGEWOOD

AGENDA – REGULAR MEETING

MAY 3, 2022 TUESDAY @ 6:30 P.M.

TOWN HALL OF EDGEWOOD COMMISSION CHAMBERS - 171A State Rd. 344

This meeting will be in person; however, we welcome members of the public to listen in and participate by joining online at: https://www.gotomeet.me/Town_of_Edgewood.

The meeting will also be live streamed on the Town of Edgewood Facebook Page at:
<https://www.facebook.com/TownOfEdgewoodNM>.

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

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. CLOSED EXECUTIVE SESSION

A. As per motion and roll call vote pursuant to NMSA 1978,:

- i. Section 10-15-1(H)(2), for confidential discussion on the hiring, promotion, demotion, dismissal, assignment or resignation of a public employee, or the investigation or consideration of complaints or charges against a public employee. Specifically, the Roads Department Director.**
- ii. Section 10-15-1(H)(7), for confidential discussion regarding pending litigation *McGill et. al. v. John Bassett et. al.* and related Court of Appeals case *A-1-CA-39388*, update and obtaining Town's records from prior law firm.**
- iii. Section 10-15-1(H)(7), for confidential discussion regarding pending litigation *John Bassett v. Town of Edgewood*.**

IV. CONSENT AGENDA

A. Approve Minutes

- i. April 19, 2022**

V. PUBLIC COMMENTS *ON AGENDA ITEMS*

VI. MATTERS FROM THE MAYOR

VII. MATTERS FROM THE COMMISSIONERS

A. Jerry Powers, Mayor Pro Tem

B. Phil Anaya

- C. Ken Brennan
- D. Sterling Donner
- VIII. MATTERS FROM THE INTERIM CLERK/TREASURER**
- IX. MATTERS FROM THE INTERIM TOWN MANAGER**
 - A. Staffing Update
- X. DISCUSSION AND / OR ACTION**
 - A. Animal Control and Road Departments' Hours of Operation
 - B. Procurement
 - i. ECHO Ridge Purchases
 - ii. Edgewood 7 Rights of Way
 - iii. Strategic Planning
 - C. Job Description
 - i. Recruitment of Town Manager
 - ii. Police Chief
 - iii. Clerk-Treasurer
 - D. Appointment of Evaluation Committee for RFP for Engineering Services
 - E. Approval for Funding:
 - i. Appaloosa Road for Construction
 - ii. Steeplechase Road for Design and Construction
 - F. Approval for Right-of-Way Funding
 - G. Memorandum of Understanding for \$250,000 to acquire United States Bureau of Land Management Land, to plan, design, construct, improve and equip a municipal park in Edgewood, NM in Santa Fe County
 - H. Memorandum of Understanding for \$240,000 to plan, design, construct and improv a trail including a historic pedestrian bridge in Edgewood, NM in Santa Fe County
 - I. Discussion, Consideration and Action to approve Bowlin's Billboard Contract for 2023, pursuant to Lodger's Tax Board recommendation
 - J. Purchase of In-Car Repeaters for the Police Department
 - K. Presentation from Souder-Miller and Associates for Edgewood 7
 - L. Approval of Planning & Zoning Commissioner – Mr. Adrian Chavez
- XI. PUBLIC HEARING FOR PROPOSED ORDINANCE NO. 2022-05**
 - A. An Ordinance granting the approval of a zone change to Special Use (SU) zone with the 'Town of Edgewood, New Mexico
- XII. GENERAL PUBLIC COMMENTS**
- XIII. FUTURE MEETINGS AND PROPOSED AGENDA ITEMS**
 - A. Regular Commission Meeting – May 17, 2022 @ 6:30 p.m.
 - B. Community Meeting Regarding Edgewood 7 Right of Ways
 - C. Calls for Public Hearings – Animal Control Ordinance, Fire Works Ban, etc.
- XIV. ADJOURN**

MINUTES
TOWN OF EDGEWOOD
REGULAR MEETING
APRIL 19, 2022 @ 6:30 p.m.
TOWN HALL OF EDGEWOOD COMMISSION CHAMBERS - 171A State Rd. 344

I. WELCOME, INTRODUCTION, & ROLL CALL

Mayor Jaramillo called the meeting to order at 6:34 p.m.

Commissioners Present: Filandro R. Anaya, Kenneth Brennan, Sterling Donner, Mayor Jaramillo. Comment by Mayor Jaramillo stated because of critical issue on the Moriarty Edgewood School District board meeting this evening, Commissioner Powers opted to attend that meeting and will join after that.

Also Present: Town Manager Kay Davis, Clerk-Treasurer Estefanie Muller, Police Chief David Lovato.

A. INVOCATION

B. PLEDGE OF ALLEGIANCE

C. NM FLAG SALUTE ~ *"I salute the flag of the state of New Mexico, the Zia symbol of perfect friendship among united cultures."*

II. AGENDA APPROVAL

MOTION: Mayor Jaramillo made motion to change Agenda items:
VI. Matters from the Commissioners move before item XI.
General Public Comments with the exception of VI.B.i.
Commissioner Anaya's introduction of Santa Fe County Sheriff Adan Mendoza to be moved after Item III. Public
Comments on Agenda Items. The remainder of Commissioners
items to be discussed before XI.
Commissioner Donner seconded the motion.

VOTE: All Commissioners voted aye. The motion carried.

VI. MATTERS FROM COMMISSIONERS

B. Phil Anaya

i. Introduction of Santa Fe County Sheriff Adan Mendoza

Commissioner Anaya introduced Sheriff Adan Mendoza. Sheriff Mendoza stated he has been a Sheriff for Santa Fe County for four (4) years and would like to address the citizens of the Town of Edgewood. Had a request from the commission to ask him to speak to the Citizens of the

Town of Edgewood. He stated he visited with Commissioner Anaya, Town of Edgewood Manager Kay Davis, Chief of Police and another staff employee. They work in conjunction with Edgewood Police Department. The Edgewood Police Department work mainly with incorporated areas and the Sheriff's Department are mostly concerned with the unincorporated area, which is mainly outside of the City limits of Edgewood. We work together collaboratively to back each other up on calls. The Sheriff identified other issues that can be refined. He suggested working towards commissioning the police officers from Edgewood Police Department in order to give them jurisdiction and authority in the immediate areas outside the City limits. They rely on each other's backups for emergency situations and if they respond to a call not within the incorporated area, they must wait for backup which takes time. Jurisdiction would allow the Edgewood Police Department to respond immediately for an emergency situation.

The Sheriff stated they also discussed Animal Control issues. They have contracted with Santa Fe County Animal Shelter. If they find animals in the unincorporated area, they impound them and take them to Santa Fe. If Edgewood has one, they will keep them here temporarily. He hopes to come to an agreement on where to keep the impounded animals to avoid having Edgewood citizens from having to drive to Santa Fe to pick up their animal.

The Sheriff stated they are working on an initiative with Mayor Jaramillo on an Emergency Operation Center, and they plan to work together and on some things such as school safety. They have been working together with the City of Santa Fe Police Department and the school safety plans that are mandated by the State for every school district within the State of New Mexico. We have come up with a good initial talk on how we can engage the school, their emergency plans and how our collaborative response can be refined to the schools or any heavy populated areas or any big box stores in case of an emergency. The Sheriff stated there are some minor issues that our officers need work through, but he feels they are handled within the officers themselves and have not risen to the level that he needs to be concerned and feels they work well with the Edgewood Police Department and The Town of Edgewood.

The Sheriff stated he is running for re-election on the June 7 primary and addressed his priorities for the next four years. He discussed programs in place as an alternative to incarceration such as addition for mental and behavioral health. He discussed the gap in radio communications and ensuring safety to the officer in the need for backup within the County. Sheriff Mendoza discussed the accreditation program.

Commissioner Donner asked for the Sheriff's feeling on Red Flags laws. Sheriff Mendoza stated his support of for common sense and reasonable gun legislation. He said there hasn't been much passed but that gun violence is on the increase and becoming more violent and volatile. Whatever legislation is passed, it doesn't compromise officer safety but increasing safety for the public and civilians.

Mayor Jaramillo commented to the Sheriff that assuming the laws are constitutional that he enforces them. Sheriff Mendoza stated he feels it is not his responsibility to determine the constitutionality of the law, but for the legislature and the people that are passing the laws. He said they must pass laws that are constitutional, and if they're not he is up to challenging anything that is not in the constitution.

Commissioner Brennan asked about in terms of commissioning the Edgewood police officers and if it would extend their jurisdiction out to the incorporated areas of Edgewood or beyond that. The Sheriff stated that they would have to iron that out with the Chief, Commission, Mayor and the legal staff. Commissioner Donner asked how they plan to retain their hires. Sheriff Mendoza said it always comes down to pay. It's very difficult when the State of New Mexico just gave their officers a 16% increase and he feels that creates a cycle. Due to competitiveness a lot of departments will need to increase their pay. He realizes sometimes the budget doesn't allow that. He feels Santa Fe County Sheriff's Department is competitive and wants to stay that way.

Mayor Jaramillo states she sees the Sheriff's office as last line of defense for defending the constitution of the nation and the State as well and stated she sees that as a higher authority than State and local laws. She asked if the Sheriff agrees with that. Sheriff Mendoza stated that he will not enforce a law that is unconstitutional. Mayor Jaramillo stated she feels the Sheriff is in a very key role in the setup and structure of our Country and she appreciates his service and appreciates he is always willing to listen to the Mayor and others and thanked him for attending and communicating his vision.

Commissioner Anaya thanked him for the great conversations they had this afternoon and stated he learned a lot about how important the Sheriff's job is to manage Sheriff's Department. He thanked him for his first four years. Mr. Anaya asked the Chief if he has any comments or questions.

Chief Lovato stated it was nice speaking with Sheriff Mendoza and stated he looks forward to working with the Sheriff and feels they will move forward in a positive direction.

Sheriff Mendoza said he guarantees they will work together and stated he gave his contact information to Commissioner Anaya, Manager Davis and the Mayor.

III. PUBLIC COMMENTS *ON AGENDA ITEMS*

Mark Mall -stated the URL link which is on the front page of this evening's meeting is not working. Mayor Jaramillo asked Jesus with IT to check the link. The Mayor confirmed with Linda Burke whether or not she was able to connect to the meeting with the link.

IV. CONSENT AGENDA

A. Approve/Amend/Disapprove Minutes

- i. April 5, 2022
- ii. April 12, 2022, Special Meeting – RFP
- iii. April 12, 2022, Special Meeting – Campbell Ranch Master Plan Change Appeal

Commissioner Powers had a question regarding the April 5, 2022, page 2. The paragraph currently states Commissioner Brennan asked if he could comment, to which the Mayor allowed. It was Commissioner Powers who commented and not Commissioner Brennan. Mayor Jaramillo confirmed the correction Commissioner Brennan referenced a correction to page 11, where it reads Commissioner Donner seconded the motion and with the vote. Commissioner Brennan confirmed that he voted aye.

MOTION: Commissioner Anaya made a motion to approve the Consent Agenda with the corrections as discussed. Commissioner Brennan seconded the motion.

VOTE: All Commissioner voted aye. The motion carried.

B. March 2022 Department and Advisory Board Reports

- i. Police
 1. Easter Egg Hunt Event
 2. Junior Police Academy
 3. CESF Grant Award

MOTION: Mayor Jaramillo made a motion to approve the March 2022 Department and Advisory Board Report. Commissioner Brennan seconded the motion.

VOTE: All Commissioners voted aye. The motion carried.

Chief Lovato thanked everyone that attended the annual Easter Egg Hunt and stated it was a great success with over 1,000 in attendance. The Chief thanked Parks & Recreation and the Lions Club for their participation as well as the sponsors.

Chief Lovato discussed hosting the Jr. Police Academy during mid to early June. This program is geared towards youth interested in a career in law enforcement. He would like to include expansion of emergency procedures such as 9-1-1. The Chief plans to send out flyers for the event in May. He would like to help change the perspective of law enforcement and help make it a trust-building event.

Chief Lovato discussed the \$67,000 CESF Grant awarded the police department. The fund will help with special equipment, first aid kits and other communication equipment. Commissioner Donner had a question regarding the Jr. Policy Academy ages. The Chief said he would like the program to include ages 8-15. There was a question from the audience regarding incorporating

mental health. The Chief said they will incorporate positive entry level academy type such as physical fitness, discipline such as stand at attention. Commissioner Anaya asked about the awarded grant. The Chief explained the award was for Corona Virus relief such as items already utilized in tackling the response to the Corona Virus. The Mayor mentioned the Chief's attendance in a meeting with Santa Fe and Torrance County juvenile probation offices to discuss improving intake process, assistance programs and available resources. The Mayor suggested adding this to the Town's website and Facebook for information purposes.

Mayor Brennan applauded the department for a fantastic job with the Easter Egg Hunt.

ii. Animal Control (03-01-2022)

1. Cattery Cages
2. Volunteer Coordinator Applications
3. Standard Operating Procedures (SOPs)
4. NMAC 16.24.7 Shelter Code Standards, Operating Hours
5. Woodstock
6. Training
7. Ordinance
8. Options for Court re: Violations
9. Inventory Listing / Equipment / Software tags, needs
10. Veterinarians

Chief Lovato gave an update on adoptions. Animal Control Board Member Mike Ring confirmed the cattery cages have been ordered. Mayor Jaramillo suggested a letter of interest rather than an official volunteer coordinator application is acceptable.

Mr. Ring requested review of a draft of Standard Operating Procedure (SOP) from the Animal Shelter Advisory Report, which was last amended in 2008. The terminology regarding animal capture, euthanasia and other items have now been removed. This is a field manual and guide for Animal Control Officers regarding enforcing the Town Ordinance. The manual is geared towards enforcement, possible litigation sets out procedure. The Mayor confirmed review of the manual and agreement with changes, additions, deletions and updates.

The Mayor asked about the Shelter Code Standards. Mr. Ring stated that the New Mexico Veterinary Board set up the minimum shelter standards for the State. One of the items is operating hours. The shelter is to be open one weekend day or two weekdays until 6 PM. Chief Lovato stated the Shelter will be open on Saturdays from 8-12:00 PM in order to satisfy the four (4) hours required by the State. The Mayor stated there were public complaints during Covid due to the hours of operation and lack of accessibility, which resulted in low number of adoptions.

The Chief confirmed that most of the officers have already received a few adopted applications. Woodstock was last held in 2019, which was generally funded by the Petco Foundation each year

with a funding of \$5,000. The Mayor asked about training. Mr. Ring stated there are organizations that offer online training and certification. He stated that the ordinance will take some time because the animal nuisance, barking dog sections were taken out of the ordinance. Mr. Ring suggested input from Judge White on his recommendations from the court perspective.

The Mayor discussed Item 8. Inventory Listing/Equipment/Software tags, needs. This will be something everyone will work on together in the future to identify and tag what we have or identify missing items. Also to make plans for future needs for the Shelter. Mr. Ring stated will do a physical count of inventory items such as special equipment, cages, traps, which need corresponding tags. Need to decide if broken or missing items need to be replaced. He stated there is inventory for each truck and each officer with assigned equipment. It also covers the emergency trailer which is parked at the Road Department, the corral trailer which has 36 panel and one gate panel. The corral trailer is easy to set up and may be used for livestock or in case of a wildfire or something of that nature. The Mayor suggested having a more collaborative approach and possibly inviting more veterinarian clinic participation at the event. Mr. Ring suggested contacting some veterinarians and shopping for pricing on common spay/neuter assistance for events. Mr. Ring stated he and the Chief plan to meet to review the SOP.

iii. Municipal Court

The Mayor stated she has the Municipal Court report and asked if need to address any matters.

iv. Roads

1. Traffick Counts Report
2. Update on Frost Road Progress
3. BHI Report Recommended Roads for Improvements

Mr. Williams stated the traffic counts didn't make it into the packet. He reviewed the data collected. Mr. Williams said he has the machine at the shop and plans to program it and that Commissioner Brennan asked to take it out to Calle Encantada Street. Commissioner Anaya requested a copy of the report. The Mayor also requested an electronic format of the report. Mr. Williams gave an update on Frost Road. Mr. Williams stated the 2020 BHI Report was completed that has valuation and a monetary value on the roads, with some conditions which are on his road report.

v. Library

1. Mural
2. Volunteers

Ms. Corvin stated the mural in the hallway was a big hit and plans another one in the Fall in the space in the solar hallway. She plans to reach out to the community every five years for an engagement project to figure input on improvements and how to better serve the community.

A part of the engagement process is a prize entry which includes four questions. The deadline is May 7 and includes donated prizes for the drawing on May 10th. Once she collects the information from these questions, she will re-evaluate library services. Ms. Corvin thanked volunteers that help in the library, other departments, other community organizations and the need for more volunteers. The Mayor requested assistance from volunteers and unresolved maintenance issues. Town Clerk, Ms. Muller stated she reached out to Workforce Connections for volunteers through their youth program. She confirmed she is waiting to hear from the plumber regarding the bid. Commissioner Anaya suggested a contest to paint the Wall in the Chamber room.

vi. Parks and Recreation (4-12-2022)

1. Memorial Day Event
2. YES! Program

Mr. Scott commented on Easter Egg Hunt. He outlined the Memorial Day Event schedule and the dedication of the flag poles at Town Hall. He is working with Linda Burke on the YES Program. He discussed the Advisory Committee members are working on Echo Ridge. The Mayor welcomed Mr. David Burkstein. Mr. Burkstein gave an update on cleanup of trails and discussed contacting a fencing vendor.

vii. Maintenance

1. Improvements to Town Hall
2. Landscaping

Manny Madrid, Maintenance Supervisor updated on getting the park ready. He stated they have been cleaning sidewalks on 344 and Rt. 66, litter pickup and weed control on various streets. He stated flag poles to be installed tomorrow and message board to be relocated. Chief Lovato thanked the Maintenance crew for their help with the Easter Egg Hunt event. Commissioner Donner thanked them for their excellent work. Commissioner Donner asked who is responsible for the soccer field across from Town Hall. The Mayor confirmed that is responsibility of the School District. Commissioner Donner stated that East Mountain Little League cleaned the fields and plan to practice there and requested assistance in cleaning up. Commissioner Anaya asked if lighting was installed as to avoid use of generators to light up the parking lot. Town Clerk, Muller, requested lighting for Library's south side door.

viii. Wastewater

1. Construction Progress
2. Monthly Reports

Commissioner Anaya gave an update on the monthly report. They had a meeting with Bohannon Houston. Once they have equipment in place, they will be able to see a turnaround. An item on the quarterly report shows sampling of the pits. They are core samples and are

pulled out to see what's in the bottom. The sludge report shows a lot of it is sand, which is normal for Edgewood.

ix. Technology

1. Electronic Sign
2. Cameras and Backup System
3. Quotes Received

Mayor Jaramillo asked if the Electronic Sign was still down. We are getting quotes on cameras and backup systems. Jesus Velasquez IT gave an update on technology. He stated he has three quotes for the audio project. The first starts at \$62,000 and the second starts at \$35,000 and the last at \$16,000. He said all quotes achieve the same goal. He gave new equipment intergrade update. He will prefer the lower bid and will not need to overspend on the equipment. The turnaround time will be late April to mid-May. Commissioner Anaya asked for bottom price for the sound system. Jesus confirmed \$16,000. The Mayor commented that there are a couple of volunteers that want to work with IT. She remembers Eugene Barela as being very knowledgeable with IT matters. The Mayor will pass the information on to Kay and Estefanie, so they can connect with them. Commissioner Anaya mentioned Thomas McGill was helpful with server system support and may be able to assist with quotes. Jesus gave quotes on the meetings manager software. Board Maps \$3,300 for first year and \$2,800. Board Docs is \$7,500 and Govinda is \$11,000. Board Maps is cheapest but doesn't have all the features such as external web-based policy system.

x. Planning & Zoning Report

1. Campbell Ranch Master Plan Appeal Process
2. Code Enforcement
3. Nuisance Properties

Mr. Brad Hill reviewed his report regarding new and renewal of business licenses. He stated that the digital inventory is complete through 2020. Nuisance complaints have been entered into data. They had their first decision-making meeting as a Planning and Zoning Commission. Four commission positions have been filled and sworn in. The office is more organized and can better locate documents. Mr. Hill to bring in 10-12 complaints and prioritize them. He discussed Campbell Ranch meeting regarding the accusation of a violation by the Attorney General's Office. The Town technically has no code enforcement other than zoning code. He stated that it is up to the Commission to determine nuisance complaints. He suggested modifying the Ordinance to allow for a code to enforce.

MOTION:

Mayor Jaramillo made a motion to approve the March 2022 Planning and Zoning report. Commissioner Anaya seconded the motion.

VOTE:

All commissioners voted aye. The motion carried.

V. MATTERS FROM THE MAYOR

A. NMML MOLI Training

The Mayor stated she and the Commissioners attended the Municipal Officers Planning Leadership Institute (MOLI) in Santa Fe. The Mayor wanted the public to know it was educational thanked the Commissioners for attending.

B. Santa Fe County Fire Restrictions

The Mayor stated that due to the windy conditions, there is a no burn zone. Mr. Hill stated there is a Joint Powers Agreement between the Town of Edgewood and the Santa Fe County Fire Department with emergency declarations and has declared a fire restrictive period so will not allow permits for the foreseeable future.

C. Emergency Operations Center

The Mayor stated that she and Town Manager, Kay Davis, have been working with a community member Mr. Burger who has volunteered his time, they are making great progress and have a lot of documents to draft. She thanked Mr. Burger for his time.

D. Collaboration with Edgewood Soil & Water re: Fire Mitigation

The Mayor stated they are also collaborating with Edgewood Soil and Water regarding fire mitigation. Mr. Scott stated he has called them and that their list is already 50 people long, so it will take time. The policy allows for a homeowner to clear and thin their property, then the Soil Water Conservation District through a grant will pay 80% of that clearing. They are excited to work with the Town of Edgewood. We need to address our specific needs and provide photos. This will support the Town not individual property owners.

E. Federal Appropriations Requests

The Mayor stated these are in process and that she and Town Manager, Kay Davis had an excellent meeting with Senator Lujan's office representative. Also Representative Melanie Stansbury stop by the Town offices.

F. State Funding Requests

The Mayor is very hopeful about federal and state funds available.

VI. MATTERS FROM THE INTERIM CLERK/TREASURER

A. List of Ordinances – Resolutions for Commission Review

Clerk Treasurer, Estefanie Muller provided a notebook with the ordinances and resolutions as requested. She stated she also provided a highlighter and extra paper for note taking. She indicated she went back to 1999 and some Resolutions and Ordinances have been superseded or rescinded. The Mayor suggested the Commissioners review and determine what may be priority and what is needed to complete for codification process.

VII. MATTERS FROM THE INTERIM TOWN MANAGER

The Manager, Kay Davis, stated that she, Estefanie and Amelia will be taking CPO classes this week.

Break 8:36 PM.

VIII. QUASI-JUDICIAL HEARING.

Request for Zone Change from C-2 to S-U. Lot 3, 4, & 5 as shown on the Plat as 2.162 acres, S19 T10N R7E NMPM, filed in the office of the Santa Fe County Clerk, Santa Fe County, New Mexico on December 11, 1980, in Plat Book 89, page 14, as Document No. 469,962. Applicant is Robert Scribner.

Brad Hill, Planning and Zoning Manager, stated that applicant, Robert Scribner requested a zone change and provided landowner documentation. Mr. Scribner indicated his intent for the change.

Commissioner Donner stated he had no conflict of interest or ex parte communication. Commissioner Brennan stated he had no conflict of interest or ex parte communication. Mayor Jaramillo stated she had no conflict of interest or ex parte communication. Commissioner Powers stated he had no conflict of interest or ex parte communication. Commissioner Anaya stated he had no conflict of interest or ex parte communication.

Mr. Scribner would like to put in self-storage units. Commissioner Powers asked for clarification on zone change. Mr. Hill confirmed the change to C2. Commissioner Anaya asked to pinpoint location on map. The location is West of Old 66. Mr. Hill confirmed the adjoining landowner

MOTION: Commissioner Brennan made a motion for approval of the Zone change from C-2 to S-U. Commissioner Anaya seconded.

VOTE: Commissioner Powers, Commissioner Anaya, Mayor Jaramillo, Commissioner Donner and Commissioner Brennan voted aye. The motion carried.

IX. DISCUSSION AND ACTION ITEMS

- A. Request for Intergovernmental Affairs Meeting with Moriarty Edgewood School District regarding the Possible Demolition of Edgewood Elementary School (EES) south building.

MOTION: Mayor Jaramillo made a motion to request an Intergovernmental Affairs Meeting with Moriarty Edgewood School District. Commissioner Donner seconded.

VOTE: All Commissioners voted aye. The motion carried.

Commissioner Powers stated he attended a board meeting at Moriarty Edgewood School District. An item for discussion on the Agenda was a vote for demolition of the South Building of Edgewood Elementary School. Commissioner Powers is hopeful the board will listen, discuss and provide an engineering report or options to renovate the building. He pointed out their constituents are also our constituents as well and asked them to represent our interests. Commissioner Anaya asked if the Agenda was properly noticed. Commissioner Powers stated he received a text that MESD voted to demolish the building. Commissioner Powers stated that the vote was unanimous. Commissioner Anaya asked if MESD is recording their meetings. Commissioner Powers stated there was someone in the audience from Edgewood that was recording. Brad Hill stated that if the property is listed as SU, specific use for school and government facility, then the SU zoning needs to be redetermined. Mr. Hill requested that he be allowed to consult with the land use attorney to determine what options the Town has in case they are determined to demolish. Commissioner Powers asked Mayor Jaramillo if it's possible to appeal the decision. The Mayor stated the Board needs to agree to bring it back as an Agenda item and to reconsider. The Mayor stated we keep the request for the meeting regardless of their vote. She stated the request should be there to work with the governing bodies. Until the District has a plan to rebuild, create our own community center. Why not use an existing building and repair?

MOTION: Commissioner Powers made a motion to refer to legal counsel to request postponement of demolition.

VOTE: Commissioner Brennan, Commissioner Powers, Commissioner Anaya, Commissioner Donner and Mayor Jaramillo voted aye. The motion carried.

B. Procurement

- i. Request for 2 Police Department Vehicles
- ii. Request for Radio Communications Upgrades

Chief Lovato stated he has called the vendor regarding 2 PD vehicles ordered in 2021 and 1 animal control vehicle. He was able to locate 2 Expeditions in Los Lunas and 1 F-150 in Rio

Rancho. The Chief requested approval. He can push down a vehicle to other entities as they become available.

MOTION: Commissioner Anaya made a motion for PD and Town Manager to be allowed to purchase 3 vehicles. Commissioner Powers seconded.

VOTE: All Commissioners voted aye. The motion carried.

Chief Lovato addressed the need for handheld radios and newer sound repeater systems for 12 vehicles at the cost of \$42,000. The Chief will request more quotes.

MOTION: Commissioner Brennan made a motion to go forward with quotes. Commissioner Donner seconded.

VOTE: All Commissioners voted aye. The motion carried.

- C. Library Advisory Board Appointments
- i. Sandy Madsen (ending 12/31/22)
 - ii. Kenny Adams (ending 12/31/24)

Mayor Jaramillo thanked Sandy Madsen and Kenny Adams for interest and submitting information.

MOTION: The Mayor made a motion to approve Sandy Madsen with the term ending 12/31/22 and Kenny Adams with the term ending 12/31/24 as Library Advisory Board. Commissioner Donner seconded.

VOTE: All Commissioners voted aye. The motion carried.

D. PROCLAMATION – Declaring May 2022 as “Motorcycle Awareness Month” in the Town of Edgewood

The Mayor discussed the proclamation for declaring May 2022 as “Motorcycle Awareness Month” in the Town of Edgewood. The Mayor suggested posting on our website and social media to bring awareness to watch out for motorcycles. She requested a motion to approve the Proclamation with a few changes to formatting and no changes to content.

MOTION: Commissioner Kenneth Brennan made a motion to approve the Proclamation. Commissioner Anaya seconded.

VOTE: All Commissioners voted aye. The motion carried.

E. PROCLAMATION – Recognizing Memorial Day on May 30, 2022

The mayor requested a motion to approve the Proclamation to recognize Memorial Day on May 30, 2022 and work on formatting.

MOTION: Commissioner Jerry Powers made a motion to approve the Proclamation. Commissioner Anaya seconded.

VOTE: All Commissioners voted aye. The motion carried.

F. Presentation of the Fiscal Year 6/30/2021 External Audit by Beasley Mitchell CPAs

i. Acceptance via RESOLUTION No. 2022-011

- X. Mayor Jaramillo stated we have Ms. Garcia online. Ms. Garcia stated there are some compliance components. Her responsibility is to express an opinion on the financial statements and the financial statements presented fairly. She stated there is an opinion regarding the capital assets of the entity. The problem noted was certification with errors to the capital assets. There were items excluded that were added after they had been certified by the Council. There was confusion on those capital assets and their completeness. The required information as an entity, required supplementary information they had was a management assessment analysis which summarizes the financial position and information on the Town and what they're looking for as seen on pages 5-7. There is also a report on internal control but there's no opinion on their report. This report identifies any internal control deficiencies they may have identified. The other item is loans such as with NMFA or any other entity. Ms. Garcia discussed the statement of activities reported was the income coming into the Town and expenditures based on function. She discussed the operational funding, enterprise and business-type funds. She stated that the supporting notes details information which supports the information in the front of the financial statement.

MOTION: Commissioner Powers made a motion to accept the June 20, 2021 audit by Resolution No. 2022-011. Commissioner Donner seconded.

Mayor Jaramillo made a comment for the record, that she was completely excluded from the audit process every single year from 2018 all the way through this audit 2021. She requested to be at the exit conference and stated that if she had seen a draft, she would have had some changes, such as we're not Trustees, we were Councilors.

VOTE: All Commissioners voted aye. The motion carried.

A. Financial Report – March 2022

Town Manager, Kay Davis, reviewed GRT.

MOTION: Commissioner Sterling Donner made a motion to approve the Financial Report for March 2022. Commissioner Kenneth Brennan seconded.

VOTE: All Commissioners voted aye. The motion carried.

B. Financial Director Job Description

C. Organization Chart Update

Regarding Items H. and I., the Mayor stated they will address these at a later meeting.

VI. MATTERS FROM COMMISSIONERS

A. Jerry Power, Mayor Pro Tem

i. ECHO Ridge Park Section 34 Construction/Improvements

ECHO Ridge grant expires June 30, 2022. The Town will use and provide a final quote. We are still looking for contractors to build a parking lot, gravel road, fence and install a gate.

B. Phil Anaya

ii. Presentation by Smith Engineering Co. on Paving Projects

Commissioner Anaya introduced Cody to give an update Appaloosa and Steeplechase. Cody reviewed the packet regarding status, funding work on Steeplechase. He suggested registering with grants.gov to apply for federal funding. Commissioner Anaya stated this project is a task order to provide documents to DOT, since Smith Engineering is already on service with the Town. Mayor Jaramillo requested a copy of project management spreadsheet with layout of time frames.

C. Ken Brennan

Deferred to next meeting.

D. Sterling Donner

East Mountain Little League is utilizing the baseball fields and he is and getting a list together to make fields safe and will send the information to Mrs. Davis.

XI. GENERAL PUBLIC COMMENTS

Mark Moll- presented a question to Planning and Zoning. In the Manager's department report regarding Campbell Ranch, the applicant had three choices. He asked if there is a due date by which the applicant has to present his answers to those choices to Planning and Zoning and then hopefully to the Edgewood community. Brad Hill said no, the ball is in his court. No action exists. It is up to the applicant to decide if he wants to reapply for an amendment.

XII. FUTURE MEETINGS

- A. Budget Workshop - April 30, 2022 @ 9:00 am
- B. Regular Commission Meeting – May 2, 2022 @ 6:30 pm
- C. Regular Commission Meeting – May 16, 2022 @ 6:30 pm

XIII. FUTURE EVENTS

- A. Town of Edgewood Purple Heart Trail/Town Veterans Ceremony and Memorial Day – May 30, 2022
- B. Youth Events for Summer (YES!) Program Registration for June and July
- C. Junior Police Academy

XIV. FUTURE AGENDA ITEMS

- A. Facilities Usage Policy

XV. CLOSED SESSION

- A. As per motion and roll call vote pursuant to NMSA 1978:

MOTION: Commissioner Jerry Powers made a motion to go into Closed Session as per motion and roll call vote pursuant to NMSA 1978:

- i. Section 10-15-1(H)(2), for confidential discussion on the hiring, promotion, demotion, dismissal, assignment or resignation of a public employee, or the investigation or consideration of complaints or charges against a public employee. Specifically, Roads Department employee(s).
- ii. Section 10-15-1(H)(7), for confidential discussion regarding litigation by *John Bassett*.
- iii. Section 10-15-1(H)(7), for confidential discussion regarding possible litigation by *Horracks Engineering* for unpaid invoices for work performed for the Town.
- iv. Section 10-15-1(H)(7), for confidential discussion regarding pending litigation *McGill et. al. v. John Bassett et. al.* and related Court of Appeals case *A-1-CA-39388*, update and obtaining Town's records from prior law firm.

- v. Section 10-15-1(H)(7), for confidential discussion regarding pending litigation *Joseph Campbell v. Town of Edgewood et al.* and *Cheryl Huppertz v. Town of Edgewood.*

VOTE: Commissioner Sterling seconded the motion.
Commissioner Anaya voted aye, Commissioner Powers
voted aye, Commissioner Brennan voted aye,
Commissioner Donner voted aye and Mayor Jaramillo
voted aye. The motion carried.

The Commission went into closed session at 10:25. Mayor Jaramillo affirmed that she has no conflict of interest and only the items on the agenda were discussed in Closed Session and no decisions were made. Commissioner Donner so affirmed. Commissioner Brennan so affirmed. Commissioner Powers so affirmed. Commissioner Anaya so affirmed.

The Commission returned from Closed Session at 11:14.

XVI. ADJOURN

Mayor Jaramillo adjourned the meeting at 11:15 p.m.

PASSED, APPROVED, and ADOPTED this 3rd Day of May 2022.

Audrey J. Jaramillo, CMO, 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 _____, 2022 between the Mid Region Council of Governments (hereinafter, “MRCOG”) a regional planning organization of the State of New Mexico and the Town of (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 2021, Chapter 138, Section 29, Paragraph 336, a total of Two Hundred Fifty Thousand Dollars (\$250,000.00) was appropriated to the Department of Finance and Administration (DFA) for the Town’s Project #21-F2895. Project #21-F2895 is funding to acquire United States Bureau of Land Management land and to plan, design, construct, improve and equip a municipal park in Edgewood in Santa Fe County.

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

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

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

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

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

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

This Agreement is entered into by and between the Town and MRCOG pursuant to the following purposes, conditions and terms:

Section 1. PURPOSE.

The purpose of this MOU shall be for MRCOG to provide fiscal agent services in connection with Capital Outlay Project #21-F2895, which is funded from House Bill 285 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 #21-F2895, 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 #21-F2895; and
- The Town shall pay MRCOG for direct labor costs associated with oversight of Capital Outlay Project #21-F2895.

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 termination date of the Capital Outlay Project #21-F2895 deadline and/or the reversion date stipulated in the Capital Outlay Project #21-F2895 grant agreement between the Town and 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
Kay Davis, 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: _____, 2022

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

By: _____

Date: _____, 2022

TOWN OF EDGEWOOD

By: _____
Audrey Jaramillo, Mayor

Date: _____, 2022

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

By: _____

Date: _____, 2022



**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 _____, 2022 between the Mid Region Council of Governments (hereinafter, “MRCOG”) a regional planning organization of the State of New Mexico and the Town of (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 2021, Chapter 138, Section 29, Paragraph 338, a total of Two Hundred Forty Thousand Dollars (\$240,000.00) was appropriated to the Department of Finance and Administration (DFA) for the Town’s Project #21-F2897. Project #21-F2897 is funding to plan, design, construct and improve a trail, including an historic pedestrian bridge, in Edgewood in Santa Fe County.

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

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

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

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

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

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

This Agreement is entered into by and between the Town and MRCOG pursuant to the following purposes, conditions and terms:

Section 1. PURPOSE.

The purpose of this MOU shall be for MRCOG to provide fiscal agent services in connection with Capital Outlay Project #21-F2897, which is funded from House Bill 285 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 #21-F2897, 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.

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- 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 #21-F2897; and
- The Town shall pay MRCOG for direct labor costs associated with oversight of Capital Outlay Project #21-F2897.

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 termination date of the Capital Outlay Project #21-F2897 deadline and/or the reversion date stipulated in the Capital Outlay Project #21-F2897 grant agreement between the Town and Department of Finance and Administration. This agreement may be renewed or terminated upon the written consent of both parties.

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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.

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The contact person for each Party and to whom any notice hereunder shall be given are as follows:

Town of Edgewood
Kay Davis, 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: _____, 2022

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

By: _____

Date: _____, 2022

TOWN OF EDGEWOOD

By: _____
Audrey Jaramillo, Mayor

Date: _____, 2022

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

By: _____

Date: _____, 2022

**CORPORATE OFFICES**

150 Louisiana Blvd. NE
Albuquerque, NM 87108
Phone: (505) 266-5985
Fax: (505) 266-9557

A division of Bowlin Travel Centers, Inc.

Advertiser: Town of Edgewood
☐ CORP. ☐ PTRSHIP. ☐ LLC ☐ SOLE ☐ INDIVIDUAL

Agency: _____

Billing Address: PO Box 3610City: Edgewood State: NM Zip: 87015Contact Person: Courtney LabrumPhone Number: 505.286.4518 Fax Number: _____Email: clabrum@edgewood-nm.govContract Number: 1749-2New/ Renewal: RenewalService Dates: 12/1/2022-11/30/2023Billing Periods: 12Sales Rep: Myles K. Erwin

Advanced Payment: [Line 1+ Line 8]

Production + First Month
(Plus applicable sales tax)

Total Monthly Amount Due: [Line 8]

Amount Due Each Month \$450.00
(Plus applicable sales tax)**ADVERTISING DISPLAY INFORMATION**

Highway	Sign ID	Face ID	Location	Size	Lighted	Monthly Cost	Production	Addendum
I-40NM	371	2358	N/L.06WMP190- mm189.94 RR/WB	12x40	N	\$450.00	\$900.00	N

SUMMARY OF COSTS

1. Total Production Costs: (To be paid in advance, plus applicable sales taxes);	\$ <u>900.00</u>
2. Monthly Cost: (Plus applicable sales taxes)	\$ <u>450.00</u>
3. Agency Commission:	\$ <u>0.00</u>
4. Net Monthly Display Cost: (Line #2 - Line #3)	\$ <u>450.00</u>
5. Reflectorization Charges:	
a. <input type="checkbox"/> One Time Payment of \$ _____	
b. <input type="checkbox"/> Monthly Payment Amount	\$ <u>0.00</u>
6. Lighting Charges:	\$ <u>0.00</u>
a. <input type="checkbox"/> Dusk to Midnight (Standard)	
b. <input type="checkbox"/> Dusk to Dawn	
7. Other Charges	
a. <input type="checkbox"/> One Time Payment of \$ _____	
b. <input type="checkbox"/> Monthly Payment Amount	\$ <u>0.00</u>
8. Total Monthly Amount Due: (Plus applicable sales taxes based on tax rate at monthly installment date)	\$ <u>450.00</u>

STANDARD CONDITIONS

The terms "Company", "Advertiser" and "Agency", as used herein shall reference the parties designated on the reverse side.

(1) EFFECTIVE DATE

This contract shall begin on the Date Accepted by the Company, as specified on the top of this document on the first date of the SERVICE DATE period.

(2) SERVICE DATES

- a) The "Beginning Date" shall be the date when the advertising display pertinent to this agreement is first installed, or at an earlier date as determined by provisions of Section 4 (b) below.
b) The display duration shall be the number of months that the advertising display is to be in place, as specified on the "Billing Periods" on the top of this document.
c) The "Ending Date" shall be determined by adding the number of months in the Billing Periods to the Beginning Date stated on the top of this document.

(3) EXPIRATION DATE

Upon Display End Date, billing for this contract shall continue on a month to month basis. However, the Advertiser or Agency may request to cancel this contract upon the Display End Date. Such a request shall be made, in writing, no less than 30 days in advance of the Display End Date. If such a request is made, this contract shall end at midnight of the Display End Date.

(4) ARTWORK

All parties acknowledge that, when an Agency Discount is allowed, it is because the Agency performs certain duties relevant to the proper execution and fulfillment of this contract. One of those responsibilities is to provide the Company with correct and Advertiser-approved artwork. In the absence of an Agency, the Company will provide artwork.

a) Agency provided artwork:
The Agency will submit completed, correct and Advertiser-approved artwork to the Company, within 30 days of the Effective Date. When submitted, the artwork will be complete with all details; have all required approvals; have all colors appropriately specified; and be in proper scale as required by the Company.

b) Company provided artwork: If artwork is to be provided by the Company, the cost for that service will be part of the Production Charges specified on the front of this document. The Company will submit design(s) for Advertiser's approval up to a maximum of three times. If a third version is required, that third version, when submitted to Advertiser, shall become the final and approved artwork for production. If the approval process, through no fault of the Company, lasts more than 45 days, the Display Begin Date for this contract shall be set as the first day of the month immediately following the 45th day, and the Advertiser's responsibilities under this agreement, including payment of the Monthly Contract Amount Due, shall begin.

c) For all artwork, whether Company provided or Agency provided, Advertiser and Agency each individually warrant that they have diligently verified the originality and authenticity of rights to all materials, logos, or ideas submitted for use pertinent to this contract. Advertiser and Agency each individually warrant that they have obtained proper and specific permission from the rightful owner, for the use of any materials, trademarks, trade names, or ideas submitted to the Company as artwork; or for the Company's use in generating artwork pertinent to this agreement. Advertiser and Agency each individually agree and hold harmless the Company from any damages or lawsuits or claims that may result from the improper or unauthorized use of such materials or ideas.

(5) **COPY APPROVAL**

The Company reserves the right to reject, or at any time cease the use of, any advertising or copy, pictorial or otherwise, that the Company, in its sole judgment, deems to be offensive or inappropriate in any manner.

(6) **PRODUCTION**

a) If the Advertiser or Agency provides the advertising display face, such face shall be to the specifications required by the Company, including quality of material, dimensions and delivery F.O.B. to a location specified by the Company.

b) In the absence of an Advertiser/Agency provided display, the Company will use the approved artwork to produce an advertising display in a reasonable and professional manner, and will maintain the advertising display in good condition.

c) The party providing the advertising display warrants that the display has a life expectancy which exceeds the Display Duration, and that party is responsible for replacing, at its cost, any advertising display or components that are damaged or otherwise require replacement before the Expiration Date.

d) The Company will install the advertising display and will keep the supporting structure in a presentable condition during the contract period. The cost for that service will be part of the Production Charges specified on the front of this document. Only Company employees and approved contractors are allowed to install advertising displays or maintain related structures, equipment or devices. Representatives of the Advertiser and Agency are NOT allowed to access the advertising display or supporting structure for any purpose unless specifically authorized to do so, in writing, by the Company.

(7) **ADVERTISER AND AGENCY - ADVERTISING PARTIES**

a) Advertiser and Agency individually warrant that Agency, if any, is an agent of the Advertiser, duly-authorized to execute this agreement; provide artwork; and otherwise operate on the Advertiser's behalf as may be required by this contract. Advertiser and Agency, if any, and the person(s) executing this agreement on their behalf ("Advertising Parties") warrant that the person(s) signing this agreement have the authority to do so and the Advertising Parties individually agree to accept full and complete responsibility for proper fulfillment of any obligations required of any of them by this agreement.

(8) **REFLECTORIZED DISPLAYS AND EMBELLISHMENTS**

State and local regulations may prohibit or limit the use of certain reflectORIZED materials or the use of Embellishments (advertising copy that extends beyond the normal advertising display area). Any addition of reflectORIZED material and/or embellishments will be as specified on a separate addendum indicating the specific terms, conditions, circumstances and requirements for such additions.

(9) **LOSS OF SERVICE**

Should the advertising display incur a temporary loss of service resulting from an Act of God or any cause beyond the control of the Company, this contract will not be cancelled, but Company shall grant a prorated credit, computed on a 30 day basis, commensurate with the loss of service period.

(10) **LOSS OF LOCATION**

If the advertising location specified on the front of this document is lost for any reason, the Advertising Parties and the Company agree that the advertising display may be moved to a similar location of at least equal advertising value. The replacement location must be approved by the Advertiser, and the Company will be responsible for the cost of moving the advertising display. If a suitable replacement location is not available, this contract will be cancelled.

(11) **ILLUMINATED DISPLAYS**

a) Any illumination specified by this contract shall be operable for the time specified on the front of this document. The Advertiser will be given a pro rata daily credit based on the amount of the monthly charge for illumination (as described on reverse side) for the period of temporary loss of illumination, unless such loss is the result of an order issued by an authorized governmental agency. Under no circumstances does the loss of illumination create a credit in excess of the illumination charges as described on the front of this contract.

b) Illumination is considered to be an enhancement to the advertising display and, therefore, nonoperational lighting does not affect the amount due for the advertising display portion of this contract.

c) The advertising contract cannot be cancelled because lighting is either temporarily or permanently inoperable at the location. In that circumstance, prorated credits for lighting charges will be issued by the Company, as specified above in this section.

(12) **ADVANCE PAYMENT, DEFAULT and TOTAL CONTRACT VALUE**

a) Production costs, which include costs associated with artwork preparation and the acquisition and installation of the advertising display, shall be charged at the rate specified on the reverse side of this document. The Production Costs, plus Total Monthly Amount Due for the first month, shall be paid in advance ("Advance Payment")

b) The Parties agree that the "Total Contract Value" shall be the Total Monthly Amount Due

(Line 8 on the reverse side of this document) multiplied by the number of months specified in the Display Duration, plus Production Costs (Line 1 on the reverse side of this document) and all applicable taxes.

c) The Total Monthly Amount Due (Line 8 on the reverse side of this document), plus tax, shall be paid in advance each month, whether or not the Advertising Parties receive an invoice or statement from the Company. In the event of non-payment, the Company will notify the Advertising Parties of the delinquent status and the date that the Company intends to remove the advertising display. If the delinquent status is not satisfactorily cleared by the specified date, the Advertising Parties will be in default on the Contract. The display will be removed and the location made available to other advertisers. The Advertising Parties will be held jointly and severally liable for payment of the Total Contract Value as Liquidated Damages. Advertising Parties shall also be liable for all attorney fees and other costs incurred by the Company in pursuit of collection of the debt. In case of litigation, the venue shall be Bernalillo County, New Mexico.

(13) **INTEREST**

The Company may, at its option, charge interest at a rate of 1½ % per month on any outstanding balances that are more than 30 days delinquent.

(14) **MISCELLANEOUS**

a) This agreement is not valid until it has been signed by a properly authorized representative of the Company AND the Advance Payment, as specified in Section 12 a) above, has been received by the Company.

b) It is understood that this contract, including written addenda, constitutes the entire agreement and supersedes all prior representations, understandings and agreements and the Company is not bound by any stipulations, representations or agreements not specifically included in this Contract and written addenda.

c) This Contract may only be modified or amended in writing and acknowledged by all parties to the contract at the time of the amendment or modification.

d) This Contract is binding on the heirs, successors and assigns of the Parties, however the liabilities and requirements of the original Advertising Parties shall not be relieved at transfer, but shall continue until the Contract's Expiration Date.

e) Waiver, by the Company, of any provision of this Agreement shall not serve to void or negate any other portion or provision of the Agreement.

f) Persons signing this document for the Advertising Parties hereby agree to accept individual and personal liability for all contracted amounts pertinent to the Agreement.

Signed and Accepted: This contract is not valid until accepted by BTC Outdoor management.

Signature(s) below indicate agreement with, and acceptance of, all terms and conditions of this contract as detailed on both sides of this document.

Advertiser:

Signature	Date
Printed Name	Fed I.D. Number
Authority	

Agency:

Signature	Date
Printed Name	Fed I.D. Number

BTC Outdoor:

Signature
Printed Name

Date Accepted:

Credit Approved By:

**CORPORATE OFFICES**

150 Louisiana Blvd. NE
Albuquerque, NM 87108
Phone: (505) 266-5985
Fax: (505) 266-9557

Advertiser: Town of Edgewood
☐ CORP. ☐ PTRSHIP ☐ LLC ☐ SOLE ☐ INDIVIDUAL

Agency: _____

Billing Address: PO Box 3610

City: Edgewood State: NM Zip: 87015

Contact Person: Courtney Labrum

Phone Number: 505.286.4518 Fax Number: _____

Email: clabrum@edgewood-nm.gov

Contract Number: 1732-2

New/ Renewal: Renewal

Service Dates: 12/1/2022-11/30/2023

Billing Periods: 12

Sales Rep: Myles K. Erwin

Advanced Payment: [Line 1+ Line 8]

Production + First Month
(Plus applicable sales tax)

Total Monthly Amount Due: [Line 8]

Amount Due Each Month \$450.00
(Plus applicable sales tax)

ADVERTISING DISPLAY INFORMATION

Highway	Sign ID	Face ID	Location	Size	Lighted	Monthly Cost	Production	Addendum
I-40NM	372	2359	N/L.97WMP191- mm190.03 RR/WB	12x40	N	\$450.00	\$0.00	N

SUMMARY OF COSTS

1. Total Production Costs: (To be paid in advance, plus applicable sales taxes);	<u>Vinyl replaced 2022- \$900 invoiced ad is updated</u>	\$ <u>0.00</u>
2. Monthly Cost: (Plus applicable sales taxes)		\$ <u>450.00</u>
3. Agency Commission:		\$ <u>0.00</u>
4. Net Monthly Display Cost: (Line #2 - Line #3)		\$ <u>450.00</u>
5. Reflectorization Charges:		
a. <input type="checkbox"/> One Time Payment of \$ _____		
b. <input type="checkbox"/> Monthly Payment Amount		\$ <u>0.00</u>
6. Lighting Charges:		\$ <u>0.00</u>
a. <input type="checkbox"/> Dusk to Midnight (Standard)		
b. <input type="checkbox"/> Dusk to Dawn		
7. Other Charges		
a. <input type="checkbox"/> One Time Payment of \$ _____		
b. <input type="checkbox"/> Monthly Payment Amount		\$ <u>0.00</u>
8. Total Monthly Amount Due: (Plus applicable sales taxes based on tax rate at monthly installment date)		\$ <u>450.00</u>

STANDARD CONDITIONS

The terms "Company", "Advertiser" and "Agency", as used herein shall reference the parties designated on the reverse side.

(1) EFFECTIVE DATE

This contract shall begin on the Date Accepted by the Company, as specified on the top of this document on the first date of the SERVICE DATE period.

(2) SERVICE DATES

- a) The "Beginning Date" shall be the date when the advertising display pertinent to this agreement is first installed, or at an earlier date as determined by provisions of Section 4 (b) below.
b) The display duration shall be the number of months that the advertising display is to be in place, as specified on the "Billing Periods" on the top of this document.
c) The "Ending Date" shall be determined by adding the number of months in the Billing Periods to the Beginning Date stated on the top of this document.

(3) EXPIRATION DATE

Upon Display End Date, billing for this contract shall continue on a month to month basis. However, the Advertiser or Agency may request to cancel this contract upon the Display End Date. Such a request shall be made, in writing, no less than 30 days in advance of the Display End Date. If such a request is made, this contract shall end at midnight of the Display End Date.

(4) ARTWORK

All parties acknowledge that, when an Agency Discount is allowed, it is because the Agency performs certain duties relevant to the proper execution and fulfillment of this contract. One of those responsibilities is to provide the Company with correct and Advertiser-approved artwork. In the absence of an Agency, the Company will provide artwork.

a) Agency provided artwork:
The Agency will submit completed, correct and Advertiser-approved artwork to the Company, within 30 days of the Effective Date. When submitted, the artwork will be complete with all details; have all required approvals; have all colors appropriately specified; and be in proper scale as required by the Company.

b) Company provided artwork: If artwork is to be provided by the Company, the cost for that service will be part of the Production Charges specified on the front of this document. The Company will submit design(s) for Advertiser's approval up to a maximum of three times. If a third version is required, that third version, when submitted to Advertiser, shall become the final and approved artwork for production. If the approval process, through no fault of the Company, lasts more than 45 days, the Display Begin Date for this contract shall be set as the first day of the month immediately following the 45th day, and the Advertiser's responsibilities under this agreement, including payment of the Monthly Contract Amount Due, shall begin.

c) For all artwork, whether Company provided or Agency provided, Advertiser and Agency each individually warrant that they have diligently verified the originality and authenticity of rights to all materials, logos, or ideas submitted for use pertinent to this contract. Advertiser and Agency each individually also warrant that they have obtained proper and specific permission from the rightful owner, for the use of any materials, trademarks, trade names, or ideas submitted to the Company as artwork; or for the Company's use in generating artwork pertinent to this agreement. Advertiser and Agency each individually agree and hold harmless the Company from any damages or lawsuits or claims that may result from the improper or unauthorized use of such materials or ideas.

(5) **COPY APPROVAL**

The Company reserves the right to reject, or at any time cease the use of, any advertising or copy, pictorial or otherwise, that the Company, in its sole judgment, deems to be offensive or inappropriate in any manner.

(6) **PRODUCTION**

a) If the Advertiser or Agency provides the advertising display face, such face shall be to the specifications required by the Company, including quality of material, dimensions and delivery F.O.B. to a location specified by the Company.

b) In the absence of an Advertiser/Agency provided display, the Company will use the approved artwork to produce an advertising display in a reasonable and professional manner, and will maintain the advertising display in good condition.

c) The party providing the advertising display warrants that the display has a life expectancy which exceeds the Display Duration, and that party is responsible for replacing, at its cost, any advertising display or components that are damaged or otherwise require replacement before the Expiration Date.

d) The Company will install the advertising display and will keep the supporting structure in a presentable condition during the contract period. The cost for that service will be part of the Production Charges specified on the front of this document. Only Company employees and approved contractors are allowed to install advertising displays or maintain related structures, equipment or devices. Representatives of the Advertiser and Agency are NOT allowed to access the advertising display or supporting structure for any purpose unless specifically authorized to do so, in writing, by the Company.

(7) **ADVERTISER AND AGENCY – ADVERTISING PARTIES**

a) Advertiser and Agency individually warrant that Agency, if any, is an agent of the Advertiser, duly-authorized to execute this agreement; provide artwork; and otherwise operate on the Advertiser's behalf as may be required by this contract. Advertiser and Agency, if any, and the person(s) executing this agreement on their behalf ("Advertising Parties") warrant that the person(s) signing this agreement have the authority to do so and the Advertising Parties individually agree to accept full and complete responsibility for proper fulfillment of any obligations required of any of them by this agreement.

(8) **REFLECTORIZED DISPLAYS AND EMBELLISHMENTS**

State and local regulations may prohibit or limit the use of certain reflectORIZED materials or the use of Embellishments (advertising copy that extends beyond the normal advertising display area). Any addition of reflectORIZED material and/or embellishments will be as specified on a separate addendum indicating the specific terms, conditions, circumstances and requirements for such additions.

(9) **LOSS OF SERVICE**

Should the advertising display incur a temporary loss of service resulting from an Act of God or any cause beyond the control of the Company, this contract will not be cancelled, but Company shall grant a prorated credit, computed on a 30 day basis, commensurate with the loss of service period.

(10) **LOSS OF LOCATION**

If the advertising location specified on the front of this document is lost for any reason, the Advertising Parties and the Company agree that the advertising display may be moved to a similar location of at least equal advertising value. The replacement location must be approved by the Advertiser, and the Company will be responsible for the cost of moving the advertising display. If a suitable replacement location is not available, this contract will be cancelled.

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a) Any illumination specified by this contract shall be operable for the time specified on the front of this document. The Advertiser will be given a pro rata daily credit based on the amount of the monthly charge for illumination (as described on reverse side) for the period of temporary loss of illumination, unless such loss is the result of an order issued by an authorized governmental agency. Under no circumstances does the loss of illumination create a credit in excess of the illumination charges as described on the front of this contract.

b) Illumination is considered to be an enhancement to the advertising display and, therefore, nonoperational lighting does not affect the amount due for the advertising display portion of this contract.

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Signed and Accepted: This contract is not valid until accepted by BTC Outdoor management.

Signature(s) below indicate agreement with, and acceptance of, all terms and conditions of this contract as detailed on both sides of this document.

Advertiser:

Signature	Date
Printed Name	Fed I.D. Number
Authority	

Agency:

Signature	Date
Printed Name	Fed I.D. Number

BTC Outdoor:

Signature
Printed Name

Date Accepted:

Credit Approved By:



Quotation

To: Saul Surbina
Edgewood Police Dept.
23 E. Frontage Rd
Edgewood, NM 87015
surbina@pd.edgewood-nm.gov
505-615-3609

From: Advanced Communications & Electronics, Inc.
2417 Baylor Drive SE
Albuquerque, NM 87106
505-244-3321
505-250-5593 cell
Martin Trujillo
mtrujillo@advtwoway.com

Date: April 8, 2022

We are pleased to submit our proposal on the following:
Vehicular repeaters

Item	Quantity	Description	Each	Extended
1	12	Pyramid Synthesized Vehicular Repeater	\$1,540.00	\$18,480.00
2	12	Kenwood NX-5000 Series Interface Cable	\$150.00	\$1,800.00
3	12	Pre-selector, 150-174 MHz (Factory Tuned)	\$365.00	\$4,380.00
4	12	Notch Filter, 150-174 MHz, / Requires 5 MHz separ	\$220.00	\$2,640.00
5	12	6' TNC Cable Kit for use with BPF/BRF Filters	\$103.00	\$1,236.00
6	12	Door Switch Module for SVR Series Repeaters	\$150.00	\$1,800.00
7	12	150-174 MHz 0 dB Rugged 1/4 Wave Mobile Antenn	\$29.51	\$354.12
8	12	3/4" Hole NMO Style Brass Mount with 17ft. RG58U	\$22.13	\$265.56
9	12	Conn, TNC Male Crimp for RG58	\$5.78	\$69.36
10	12	Mobile Installation Hardware	\$50.00	\$600.00
Installation at Advanced Communications facility				
Subtotal Equipment Cost				\$31,625.04
Labor, Installation & Optimization (see note 12 if this line item is over \$500.00)				\$7,620.00
Frequency Coordination/FCC License				\$1,750.00

Quotation

SPECIALTY COMMUNICATIONS
P.O. Box 23277
Albuquerque, NM 87192

Quote Number:
 5122

Quote Date:
 Apr 25, 2022

Page:
 1

Quoted to:
 Edgewood Police Dept
 EDGEWOOD, NM

Phone # 505-294-6100
 Fax # 505-298-2600
 E-Mail specialtycom@aol.com

		Good Thru	Payment Terms	Sales Rep
		5/25/22	Net 10th of Next Month	jc
Quantity	Description	Unit Price	Extension	
12.00	PYRAMID SVR200VBN VHF150-174	1,309.00	15,708.00	
12.00	PYRAMID Cable for Radio	127.50	1,530.00	
12.00	BPF-1604 Band Pass Filter	310.25	3,723.00	
12.00	BRF-1602 Notch Filter	310.25	3,723.00	
108.00	COAX CONNECTOR	11.00	1,188.00	
150.00	COAX BY THE FOOT	1.00	150.00	
12.00	SPIKE ANTENNA KIT (ANTENNA, COAX AND CONNECTOR)	45.50	546.00	
12.00	Mounting Hardware, screws, tie wraps & wire connectors	9.00	108.00	
1.00	FCC license for Pyramid Repeater for 173 Mhz	850.00	850.00	
12.00	Install, program, wire, radio modification, and tune PYRAMID	380.00	4,560.00	
12.00	TAX ON LABOR ONLY	29.93	359.16	
Install at Specialty Communications Shop				
Note: SPECIALTY COMMUNICATIONS can do all Kenwood Radio programming and SOME Motorola Programming.				
RETURNS ON SPECIAL ORDERS WILL BE SUBJECT TO A 20% RESTOCKING FEE, SALES TAX IS ONLY AN ESTIMATE AND SUBJECT CHANGE.		Subtotal	32,445.16	
		Sales Tax		
Signature <i>Paul F. Choe</i>		TOTAL	32,445.16	



PROPOSAL

Edgewood Police Department
PO Box 3610
EDGEWOOD NM 87015

Date
Apr 26, 2022

Expiry
May 26, 2022

Quote Number
20225226

Reference
Pyramid Vehicle Repeaters

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

Item	Description	Quantity	Unit Price	Discount	Amount USD
SVR-200VBN	Pyramid SVR 200 VHF 150-174 MHz Mobile Repeater	12.00	1,540.00	25.00%	13,860.00
7502-10-1045	Pyramid Interface Cable for Kenwood TK-5x10, TK-5x20, TK-x180, NX-x00 Series for use with SVR200	10.00	150.00	25.00%	1,125.00
7506-10-1045	Pyramid Radio Interface Cable Motorola APX Mobile	2.00	150.00	25.00%	225.00
BRF-1601	Notch Filter, 150-174 MHz, / Requires 5 MHz separation (Factory Tuned)	12.00	220.00	25.00%	1,980.00
BPF-1604	Pre-selector, 150-174 MHz (Factory Tuned)	12.00	365.00	25.00%	3,285.00
ANTKIT	Vehicle Antenna Kit - Includes NMO roof mount, 17' low loss coax, connector, and Antenna	12.00	105.99	25.00%	953.91
Programming	2-way Radio Programming- repeater and radios	12.00	55.00		660.00
SERVICE-TECH	Configure and tune repeater 2hours per repeater	24.00	95.00		2,280.00
Radio Installation	Installation of repeaters and antennas in vehicles 3 hours per vehicle	36.00	95.00		3,420.00
Subtotal (includes a discount of 7,142.97)					27,788.91
TOTAL TAX					500.86
TOTAL USD					28,289.77

Terms

New Mexico State Contract

Communications, Radio Equipment, Parts, Accessories and Related Services

SPA Number 10-00000-20-00048

All Proposals are good for 90 Days unless otherwise dated. We reserve the right to withdraw any proposal at anytime. Shipping & Freight charges maybe added to final invoice if not listed on the Proposal.

**TOWN OF EDGEWOOD
ORDINANCE NO. 2022-05**

**AN ORDINANCE GRANTING THE APPROVAL OF A ZONE CHANGE
TO SPECIAL USE (SU) ZONE WITHIN THE TOWN OF EDGEWOOD,
NEW MEXICO.**

WHEREAS: the owner Robert Scribner is requesting Special Use (SU) zoning for the property located at Lot 3 as shown on plat entitled "Survey of 12.026 acre parcel in Sec. 19, T10N, R7E, NMPM, in the Town of Edgewood, Santa Fe County, New Mexico", filed in the Office of the Santa Fe County Clerk on December 11, 1980, in Plat Book 89, page 14, as Document No. 469,962, and

WHEREAS: the zone change complies with the requirements of Town of Edgewood Zoning Ordinance No. 2019-03, Section 25. SU-SPECIAL USE including D (6) – as duly approved by the Town Clerk/Treasurer, and

WHEREAS: the zone request is accompanied by a map, known as Exhibit "A", showing the boundary of the proposed property and is also accompanied by a written description of the land; and

WHEREAS: a public hearing, or hearings, regarding this ordinance have been published and held in conformance with the requirements of State law that:

1. The requested zone change is located within the municipal boundary and will not adversely affect the general plan of the Town or be contrary to the general public health and welfare.
2. Notice and compliance with NMSA Sec. 3-17-3 (A) is affirmed and the amendment to such zoning map has been considered by, and recommended to, the Commission by the Planning and Zoning Commission with jurisdiction in the matter.

**THEREFORE: BE IT ORDAINED BY THE GOVERNING BODY OF THE
TOWN OF EDGEWOOD THAT:**

The Governing Body of the Town of Edgewood does hereby grant said zone change with the following conditions:

1. Property is to be zoned Special Use (SU)

2. The property being zoned as Special Use (SU) will be in compliance with the Town's current Planning & Zoning Ordinance and 2018 Comprehensive Master Plan.

The zone map of the Town of Edgewood shall be amended accordingly and a copy of this Ordinance amending the zone map of the Town of Edgewood shall be recorded in the office of the County Clerk of Santa Fe County, New Mexico.

APPROVED, PASSED AND ADOPTED this 3rd day of May, 2022 at an open meeting held at the Edgewood Commission Chamber, Edgewood, New Mexico.

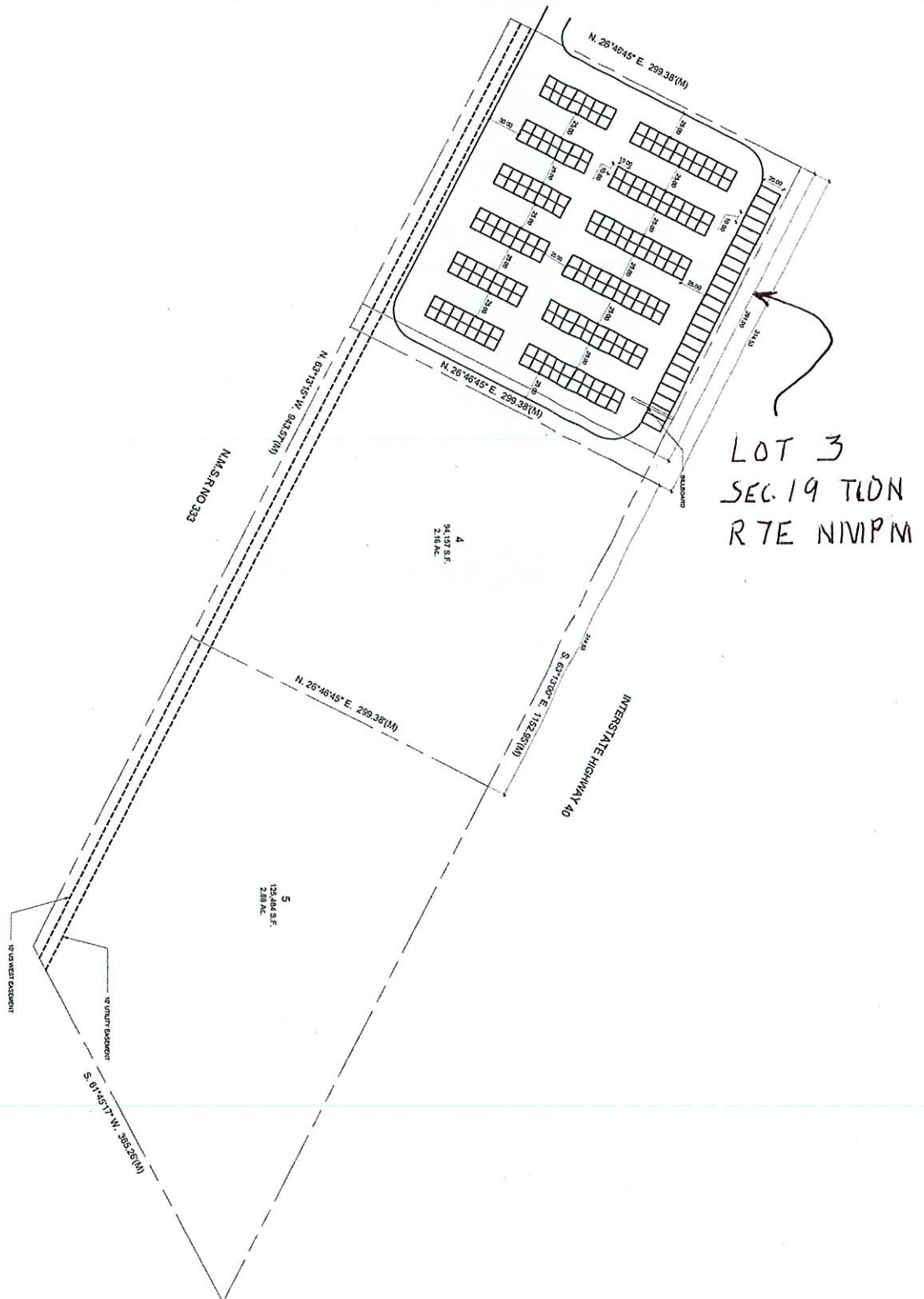
Audrey Jaramillo, Mayor

ATTEST:

Estefanie B. Mueller, CMC, Interim Clerk/Treasurer

ORDINANCE NO. 2022-05

EXHIBIT "A"



LEGEND

A4 ARCHITECTURAL SITE PLAN

