

**AGENDA  
TOWN OF EDGEWOOD  
REGULAR COUNCIL MEETING –NOVEMBER 4, 2015 @ 6:30 P.M.  
EDGEWOOD COMMUNITY CENTER - #27 E. FRONTAGE ROAD  
PLEASE SILENCE ALL ELECTRONIC DEVICES DURING MEETING  
THANK YOU.**

(The Town of Edgewood Council is pleased to have residents of the community take time to attend Council Meetings. Attendance and participation is encouraged. Individuals wishing to be heard during Public Hearing proceedings are encouraged to be prepared. Public comments may not be disruptive or harassing, and all persons are expected to maintain respect and decorum. Accordingly, rude, slanderous, or abusive comments and/or boisterous behavior will not be permitted. Written comments are welcomed and should be given to the Clerk-Treasurer prior to the start of the meeting).

- **CALL TO ORDER.**
- **PLEDGE OF ALLEGIANCE.**
  
- 1. APPROVAL OF AGENDA.**
  
- 2. APPROVAL OF CONSENT AGENDA.**
  - A. Approval of the Draft Regular Council Meeting Minutes of October 21, 2015.
  - B. Acknowledge Receipt of the Draft Planning & Zoning Commission Meeting Minutes of October 20, 2015.
  
- 3. MATTERS FROM THE MAYOR.**
  
- 4. MATTERS FROM THE COUNCILORS and/or ANNOUNCEMENTS.**
  
- 5. MATTERS FROM THE MUNICIPAL JUDGE.**
  - A. Judge White will present his report for the month of October, 2015.
  
- 6. APPROVAL OF THE TOWN OF EDGEWOOD PAY PLAN/JOB DESCRIPTIONS.**
  
- 7. PUBLIC COMMENTS OF GENERAL MATTERS. Limit to 2 minutes per person.**
  
- 8. MATTERS FROM THE ADMINISTRATOR.**
  - A. Approval of Library Lease for 2015-16.
  
- 9. ANNOUNCEMENTS and/or CALENDAR REVIEW.**
  - A. Regular Council Meeting - November 18, 2015 @ 6:30 P.M.
  - B. Regular Council Meeting – December 2, 2015 @ 6:30 P.M.
  
- NOTE: The Municipal Offices will be closed on Wednesday, November 11, 2015 in observance of Veteran's Day.**
  
- 10. FUTURE AGENDA ITEMS.**

- A. A Resolution Entering into a Grant Agreement with the New Mexico Environment Department for Project 15-0555 STB Edgewood Wastewater System Improvements. (Council Meeting of November 18, 2015).
- B. 2015-16 Budget Update. (Council Meeting of November 18, 2015).
- C. Public Hearing – Appeal for Building and Sign Variance for property located at #6 & #8 Marietta Court, Lots 18R and 19R of the Edgewood Plaza Subdivision located in Section 28, T10N R7E, Santa Fe County, Edgewood, NM. (Council Meeting of November 18, 2015).

**11. ADJOURN.**

If you are an individual with a disability who is in need of 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 1911 Historic Route 66, at least five (5) 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](mailto:clerk@edgewood-nm.gov) if a summary or other type of accessible format is needed. **The complete council packet may be viewed on the web, visit [www.edgewood-nm.gov](http://www.edgewood-nm.gov) click on Agendas & Minutes.**

**MINUTES  
TOWN OF EDGEWOOD  
REGULAR COUNCIL MEETING – OCTOBER 21, 2015 @ 6:30 P.M.  
EDGEWOOD COMMUNITY CENTER - #27 E. FRONTAGE ROAD**

• **CALL TO ORDER.**

Mayor Hill called the meeting to order at 6:30 P.M.

Councilor Present: Chuck Ring, Rita Loy Simmons, Sherry Abraham, and John Abrams.

Also Present: Vanessa Chavez, Steve Shepherd, and Estefanie Muller

• **PLEDGE OF ALLEGIANCE.**

1. **APPROVAL OF AGENDA.**

Mayor Hill mentioned there will be no Closed Session this evening.

**MOTION:** Councilor Abrams made a motion to approve the Agenda as presented, omitting Item 14, Closed Session and Item 15, Motion per Closed Session. Councilor Simmons seconded the motion.

**VOTE:** Councilor Ring voted aye. Councilor Simmons voted aye. Councilor Abraham voted aye. Councilor Abrams voted aye. The motion carried.

2. **APPROVAL OF CONSENT AGENDA.**

- A. Approval of the Draft Regular Council Meeting Minutes of October 7, 2015.
- B. Acknowledge Receipt of the Draft Planning & Zoning Commission Meeting Minutes of October 6, 2015.
- C. Acknowledge Receipt of the Draft Library Board Meeting Minutes and Library Report for the month of September, 2015.
- D. Acknowledge Receipt of the Draft Parks & Recreation Meeting Minutes of October 5, 2015.
- E. Acknowledge Receipt of the Draft Animal Control Advisory Committee Meeting Minutes of September 8, 2015.

**MOTION:** Councilor Abraham made a motion to approve the Consent Agenda. Councilor Simmons seconded the motion.

**VOTE:** Councilor Abrams voted aye. Councilor Simmons voted aye. Councilor Abraham voted aye. Councilor Ring voted aye. The motion carried.

3. **MATTERS FROM THE MAYOR.**

Mayor Hill met with Norton Henninger, Road Supervisor and Chief Radosevich in anticipation of a heavy winter. They have been stock piling cinders and salt in preparation. Mayor Hill has plans to meet with Mayor Hart of Moriarty to encourage Department of Transportation to pay attention to Old Historic Route 66 between Santa Fe

County and Moriarty. Mayor Hill stated if Department of Transportation does not take responsibility of the location the Town of Edgewood will.

Another discussion brought forth was the speed limit on Frost Road. There had been road studies done on the speed limits for Frost Road along with other roads as well. Steve Shepherd and Chief Radosevich will be bringing forth recommendations to the Council for speed limit adjustments in December.

Mayor Hill attended a groundbreaking ceremony held at the Moriarty/Edgewood High School.

**4. MATTERS FROM THE COUNCILORS and/or ANNOUNCEMENTS.**

Councilor Abraham invited everyone to the Melodrama Parody given by Jo White. The melodrama will be "Planet Shakespeare", "Romeo & Juliet" or "I Married a Vulcan, Almost" to be presented this Saturday and Sunday, October 24<sup>th</sup> and 25<sup>th</sup> at 1:00 p.m. & 5:00p.m. at the Wildlife West Park. The melodrama is free with admission to the park. Councilor Abraham also reminded everyone about the Teen Entrepreneurial event this Saturday, October 24, 2015 at Edgewood Community Building from 10:00 a.m. until 2:00 p.m.

Councilor Simmons was unable to attend the Estancia Basin Water Planning Committee due to a cancellation of the meeting. She was able to attend the Moriarty Historical Society Tea Party where Jo White was a hostess to its 3<sup>rd</sup> year event. She also attended the Tijeras Historical Society unveiling of a map with past buildings in Tijeras. Councilor Simmons acknowledged the press for reporting Santa Fe County Treasurer's Office accepting Property Tax Payments at Edgewood Senior Center.

**5. MATTERS FROM THE ATTORNEY.**

**A. Review and Approval of Proposed In-Fill Annexation.**

Attorney Vanessa Chavez introduced the In-Fill Annexation map and the petition. She mentioned that along with the map, a copy of all the 147 property descriptions will be attached. Ms. Chavez mentioned that there are three sections excluded in the In-Fill Annexation due to some land being part of federal government and/or because the assessor has no information on the property. Ms. Chavez reported that all statutory requirements have been met. Santa Fe County has consented to annexation of the roads and this is going to their Commission for final approval. The municipal services that the Town of Edgewood would provide will be sanitary sewer, solid waste, Police, Fire, and Animal Control. Ms. Chavez stated that water, electrical, natural gas, telephone, and cable television are presently available and provided by the utility companies. Community based services and road maintenance are already provided by the Town of Edgewood.

John Bassett requested an extra map and wondered if this annexation would be accepted prior to the moratorium in March 2016. Mayor Hill stated that the answer is unknown at this moment. Ms. Chavez mentioned it depends on the Boundary Commission schedule. Mr. Bassett asked when the annexation moratorium would be adopted. Ms. Muller stated the resolution for the election and the resolution for the moratorium are adopted in November.

**MOTION:** Councilor Ring made a motion to approve the Petition and it to be sent to the Boundary Commission.

Councilor Abrams second the motion with discussion about procedure.

Councilor Abrams stated that under "Matters from Attorney" it has review and approval of the In-Fill Annexation and not the Petition. Ms. Chavez replied that the Council does not have the authority to approve the Annexation and the only thing that can be approved submittal of the Petition.

**VOTE:** Councilor Ring voted aye. Councilor Abraham voted aye. Councilor Simmons voted aye. Councilor Abrams voted aye. The motion carried.

**6. TOWN OF EDGEWOOD POLICE REPORT – Chief Radosevich.**

A. Police Report and Animal Control Report for the month of September, 2015.

Councilor Ring stated that two officers continue to have low activity and would like to know why. Chief Radosevich replied that those officers do not work the traffic over-time hours and that would be the reason for low activity, but he is still working on traffic enforcement with them.

**MOTION:** Councilor Abrams made a motion to approve the Police Report and Animal Control Report for the month of September 2015.

Councilor Abraham second the motion

**VOTE:** Councilor Abrams voted aye. Councilor Simmons voted aye. Councilor Abraham voted aye. Councilor Ring voted aye. The motion carried.

B. Disposal of Town Property.

Mayor Hill, the Council and Chief Radosevich discussed the disposal of office furniture and how the Town of Edgewood should dispose of it. Ms. Muller reviewed the following are some ways that it may be disposed: public auction, proposals, or bids. She has sent an e-mail to DFA letting them know that the value is not even \$250. Mayor Hill mentioned the two people that need to be notified are the DFA and the State Auditor. There was discussion of donating it to a non-profit entity.

**MOTION:** Councilor Ring made a motion to dispose of town property to a non-profit or follow state statue.

Councilor Simmons second the motion

**VOTE:** Councilor Abrams voted aye. Councilor Simmons voted aye. Councilor Abraham voted aye. Councilor Ring voted aye. The motion carried.

Chief Radosevich announced that Officer Saul Urbina has completed his field training and is in his own unit and is still shadowing. The new building for the Police department is 95% complete and has a move in date of possibly of November 13, 2015. The Animal Shelter is about two weeks behind that date.

7. **PUBLIC COMMENTS OF GENERAL MATTERS.** Limit to 2 minutes per person.  
No public comments

8. **TOWN OF EDGEWOOD PAY PLAN/JOB DESCRIPTION PRESENTATION – Mr. Vince Yermal.**

Mr. Vince Yermal is the Consultant for S Resources Inc. In 2006, Mr. Yermal presented the initial Pay Plan/Job Descriptions. In 2008 and 2011, the Town of Edgewood received updates to this Pay Plan/ Job Descriptions. He stated there are a total of twenty-seven job classifications, and twenty-one of those classifications had no change. Four new classifications were created which are: Planning and Zoning Administrator, Deputy Clerk, Facilities Maintenance Technician, and a Library Specialist. There was one minor title modification, and one deletion of a class modification, which were the Community Planning and Development Manager. Mr. Yermal stated that once the job descriptions have been identified the next step is to look at local entities with the same functions as of the Town of Edgewood. These local entities used to review the job market rate were: The City of Albuquerque, Bosque Farms, Los Lunas, Los Ranchos, Moriarty, Rio Rancho, Santa Fe, Santa Fe County, and the State of New Mexico.

Councilor Ring stated he was surprised at the review of the market rate in the areas of City of Albuquerque, Rio Rancho, Santa Fe, Santa Fe County, and the State of New Mexico. He mentioned that those cities have nothing in common with the Town of Edgewood, the number of employees or the scope of responsibility, and we should just start over. Mayor Hill spoke briefly on the Pay Plan/ Job Descriptions.

Mayor Hill asked Council for a time frame that is needed to review the Pay Plan/Job Descriptions presented. After discussion the approval of the Pay Plan will be at the next Council Meeting of November 4, 2015.

9. **PUBLIC HEARING.**

**Legislative Procedure: Certification that Public Notice of this Meeting has been posted as required:** Ms. Muller certified that Public Notice of this Meeting has been posted as required.

A. Adoption of proposed Ordinance No. 2015-08 Amendments to the Uniform Traffic Ordinance by reference.

Ms. Muller stated New Mexico Municipal League drafted the amendments as per the approval of State Legislative in March 2015. The Town Of Edgewood will adopt by reference.

**MOTION:** Councilor Simmons made a motion to accept adoption of proposed Ordinance No. 2015-08, Amendments to the Uniform Traffic Ordinance by reference. Councilor Ring second the motion.

There were no public comments.

**VOTE:** Councilor Abrams voted aye. Councilor Simmons voted aye. Councilor Abraham voted aye. Councilor Ring voted aye. The motion carried.

Attorney Ms. Vanessa Chavez was excused at this time.

**10. MATTERS FROM THE ADMINISTRATOR.**

None.

**11. APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF SEPTEMBER, 2015.**

Councilor Abraham asked if the construction has subsided. Mr. Shepherd replied yes, it has slowed down. Councilor Ring requested the comparison from last year's budget at this time. Mayor Hill stated that Mr. Shepherd will be having a mid-year budget review with a detailed report. Mr. Shepherd will distribute the request for comparison.

**MOTION:** Councilor Simmons made a motion to accept the Financial Report for the month of September, 2015. Councilor Abraham seconded the motion.

**VOTE:** Councilor Ring voted aye. Councilor Abraham voted aye. Councilor Simmons voted aye. Councilor Abrams voted aye. The motion carried

**12. ANNOUNCEMENTS and/or CALENDAR REVIEW.**

A. Regular Council Meeting – November 4, 2015 @ 6:30 P.M.

B. Regular Council Meeting – November 18, 2015 @ 6:30 P.M.

**NOTE:** The Town Hall Offices will be closed on Wednesday, November 11, 2015 in observance of Veteran's Day.

Mayor Hill reminded Council of the Infrastructure Conference to be held October 28-30, 2015. He also reminded everyone of the groundbreaking Cyclone Center on Friday, October 30<sup>th</sup>, 2015. Due to the Infrastructure Conference, Mrs. Muller will attend on the behalf of the Town of Edgewood.

Mayor Hill is reaching out to Mr. Robert DeFelice from First Choice, to schedule a meeting with elected officials and policy makers in the region. The meeting may be held at the Santa Fe County Fire Station in their conference room, date and time as of now is unknown.

**13. FUTURE AGENDA ITEMS.**

A. A Resolution Entering into a Grant Agreement with the New Mexico Environment Department for Project 15-0555 STB Edgewood Wastewater System Improvements. (Council Meeting of November 4, 2015).

B. Town of Edgewood Facility Rental Policy and Procedures. (Council Meeting of November 4, 2015).

C. 2015-16 Budget Update. (Council Meeting of November 18, 2015).

Ms. Muller stated in addition to these Future Agenda Items, is the Asset Management Plan and the adoption of the Pay Plan/Job Description on the November 4, 2015 Meeting.

**14. CLOSED SESSION.**

As per motion and roll call vote, pursuant to NMSA 1978, 10-15-1 (H)(7) and 10-15-1-(H)(2) the following will be discussed in Closed Session.

- Pending Litigation
- Limited Personnel Matters

Closed Session was omitted from the Agenda.

**15. MOTION PER CLOSED SESSION.**

Closed session was omitted from the Agenda.

**16. ADJOURN.**

**MOTION:** Councilor Simmons made a motion to adjourn the meeting of October 21, 2015. Councilor Ring second the motion.

**VOTE:** All Councilors voted aye. The motion carried.

Mayor Hill adjourned the meeting of October 21, 2015 at 7:55 p.m.

**PASSED, APPROVED AND ADOPTED THIS 4th day of NOVEMBER, 2015.**

---

Brad E. Hill, Mayor

**ATTEST:**

---

Estefanie B. Muller, CMC, Clerk - Treasurer



**DRAFT MINUTES  
TOWN OF EDGEWOOD  
PLANNING & ZONING COMMISSION MEETING  
OCTOBER 20, 2015 AT 6:00 PM  
EDGEWOOD COMMUNITY CENTER  
27 E. FRONTAGE ROAD, EDGEWOOD, NM 87015**

**1. CALL TO ORDER & ROLL CALL.**

Madame Chair McGill call the meeting to order at 6:00 pm and roll call was taken. Commissioners present were: Dan Thompson, Pat Markley, Leonard Navarre, Brad Gabel and Kay McGill. Also present were: Steve Shepherd, Town Administrator, Bonnie Pettee, and Rebecca Sanchez.

**2. APPROVAL OF AGENDA.**

**MOTION:** Commissioner Thompson made a motion to approve the agenda as presented. Commissioner Gabel seconded the motion.

**VOTE:** Commissioner Thompson voted aye. Commissioner Markley voted aye. Commissioner Navarre voted aye. Commissioner Gabel voted aye. Madame Chair McGill voted aye. The motion carried.

**3. APPROVAL OF MINUTES.**

Draft Planning & Zoning Commission Meeting Minutes of October 6, 2015.

**MOTION:** Commissioner Markley made a motion to approve the minutes of the October 6, 2015 meeting as presented. Commissioner Gabel seconded the motion.

**VOTE:** Commissioner Thompson voted aye. Commissioner Markley voted aye. Commissioner Navarre voted aye. Commissioner Gabel voted aye. Madame Chair McGill voted aye. The motion carried.

**4. PUBLIC COMMENT: (Limited to 2 minutes per person)**

Mr. John Bassett inquired about the Zoning Ordinance 2014-02, as amended on August 5, 2015. He stated that he would like to receive a copy and noted that this amended version was not on the Town website as yet.

**5. APPROVAL OF THE FINDINGS OF FACT AND CONCLUSIONS OF LAW  
REQUEST FOR CONDITIONAL USE PERMIT FOR 1 GEORGE COURT.**

**A.** Requesting Conditional Use for a storage container at the Dollar Tree Store located at 1 George Court, Edgewood, NM, Lot 15-A, T10N, R 7E, Section 28 N.M.P.M. per town of Edgewood Zoning Ordinance 2014-02, as amended, Section 22. C. 5.

Madame Chair McGill introduced the Findings of Fact and Conclusions of Law for the request for Conditional Use for the Dollar Tree Store.

Commissioner Gabel asked a question regarding the Notification section of the "Findings". He recommended that in lieu of the wording "adjoining property owners", "property owners within 500 feet" should have been use, since the notification requirements of the Early Neighborhood Notification Ordinance was used by staff.

Steve Shepherd agreed and replied that there are three sets of notification requirements within the Planning and Zoning ordinances. He would like to have a discussion in the near future with

the Commissioners to modify the Zoning Ordinance, Subdivision Ordinance, and Early Neighborhood Notification Ordinance to reflect the same notification requirements.

**MOTION:** Commissioner Gabel made a motion to approve the Findings of Fact, Conclusions of Law and Recommended Order, Case SU 2015-CU910, application for a Conditional Use Permit for the Dollar Tree Store located at 1 George Court, Edgewood, NM87015, Lot 15A, Township 10 North, Range7 East, Section 28 N.M.P.M. Commissioner Navarre seconded the motion.

**VOTE:** Commissioner Thompson voted aye. Commissioner Markley voted aye. Commissioner Navarre voted aye. Commissioner Gabel voted aye. Madame Chair McGill voted aye. The motion carried.

**6. APPROVAL OF FINDINGS OF FACTS AND CONCLUSIONS OF LAW FOR VACATION/REPLAT FOR PROPERTY LOCATED AT 1631 AND 1637 OLD HWY 66, EDGEWOOD, NM.**

A. Requesting Vacation/Re-plat of property located at 1631 and 1637 (Formerly 1601 Old Hwy 66) Old Highway 66, Edgewood, NM, Lots 1-A and 2-A, T10N, R 7E, Section 19 N.M.P.M. per Town of Edgewood Subdivision Ordinance 2014-03, as amended Sections 8 and 14.

Madame Chair McGill introduced the Findings of Fact, Conclusion of Law and Recommended Order for the vacation of lot line and re-plat for Robert and Lisa Scribner.

Commissioner Gabel noted that the process is clear that the applicant could not take action on the approved plat until the plat was officially recorded.

Mr. Shepherd asked if the Commissioners would like that information added to the "Findings" in the future.

Commissioner Gabel confirmed that would be desired.

Mr. Robert Scribner agreed that he would honor that request and his surveyor will be responsible for signatures on the final plat and the recording of such.

**MOTION:** Commissioner Thompson made a motion to approve the Findings of Fact, Conclusion of Law and Recommended Order, a vacation of lot line and re-plat for Robert and Lisa Scribner, Case SU 2015-S914. Commissioner Markley seconded the motion.

**VOTE:** Commissioner Thompson voted aye. Commissioner Markley voted aye. Commissioner Navarre voted aye. Commissioner Gabel voted aye. Madame Chair McGill voted aye. The motion carried.

**7. DISCUSSION OF LETTER FROM MR. JOHN BASSETT TO THE TOWN OF EDGEWOOD PLANNING AND ZONING COMMISSION DATED 10/06/15.**

Madame Chair McGill opened the discussion by disclosing that she is a property owner of a C2 Commercial parcel.

Commissioner Gabel suggested that the letter from Mr. Bassett, dated October 5, 2015 is related to a recent case where a variances was granted for height of a building. The letter requested that the Commission create a new or amend the current ordinance to allow for the "new" maximum height limit for all future development.

Commissioner Gabel stated he has concerns with an overall change to the Ordinance. The variance process is there to be able to consider each request on a case by case basis. He noted that the Commission has only had one variance request, so he did not feel a revision was called for at this time.

Commissioner Navarre commented that he had concerns with the potential to show favoritism if the requests are handled on a case by case basis. He felt there should be criteria established on how to fairly evaluate each application.

Commissioner Markley replied the variance process in effect gives us protection from something away from the ordinance. He, also, did not think a modification was needed at this time.

Commissioner Thompson agreed with the others stating this should be handled on a case by case basis and should not be changed at this time.

Madame Chair McGill commented on the Commercial Overlay Zone, which is a specific area created to provide flexibility for signage.

Mr. Shepherd suggested the Commissioners may want to establish this area for building height as well.

Madame Chair McGill stated an example of 1000 to 1500 feet from the I-40 intersection might work.

Commissioner Markley commented on the Town of Edgewood Comprehensive Plan with regards to it age and that it may be a good time to update it to redefine this type of change.

Steve Shepherd stated he could see both side of this issue; he agrees with a certain amount of fairness, but adding this to C2 zoning wouldn't work. The Commercial Overlay district would be more restrictive and could be expanded in size.

Mr. Bassett asked the Commissioners to put some thought into this and make a decision at a later date, after more discussion.

Mr. Scribner added that he has done lots of business with other counties and finds that C1 with Conditional Uses seem to work best for them.

The Commissioners agreed to continue this discussion at a later date after time to consider options.

#### **8. MATTERS FROM THE CHAIR AND COMMISSION MEMBERS.**

Madame Chair McGill expressed her appreciation for the Commissioners. She stated she felt they were thoughtful, considerate and careful in making their decisions.

#### **9. MATTERS FROM STAFF.**

Steve Shepherd reported that Penny Green, from Santa Fe County Planning and Zoning responded to our invitation to attend (or have a one of her staff members attend) a future PZ meeting in Edgewood. Mr. Shepherd stated he would also like the Commissioners to take a look at some amendments to our Ordinances and a process to do so.

#### **10. CALENDAR UPDATE AND FUTURE AGENDA ITEMS.**

Bonnie Pettee commented on the Infill Annexation for Edgewood. She noted that the Town Council will be addressing the proposal at this week's meeting. She would like to bring an update to the Commissioners at the next meeting.

Steve Shepherd reported that staff would like to revise its applications and fee schedules. Staff would like the Commissioner's input on those, as well.

Madame Chair McGill asked if the revisions could be emailed, so the Commissioners could have time to study them prior to the meeting. Since there are no applications pending, the Commissioners agreed that the meeting scheduled for November 2, 2015 would be cancelled. The next Planning & Zoning meeting will be held on November 17, 2015.

**11. ADJOURN.**

**MOTION:** Commissioner Navarre made a motion to adjourn tonight's meeting. Commissioner Markley seconded the motion.

**VOTE:** Commissioner Thompson voted aye. Commissioner Markley voted aye. Commissioner Navarre voted aye. Commissioner Gabel voted aye. Madame Chair McGill voted aye. The motion carried.

Madame Chair McGill adjourned the meeting of October 20, 2015 at 6:38 pm.

PASSED, APPROVED, and ADOPTED this 17<sup>th</sup> day of NOVEMBER, 2015.

---

Kay McGill, Chairperson

ATTEST:

---

Leonard Navarre, Secretary

**LEASE AGREEMENT**  
95 HIGHWAY 344 NORTH  
EDGEWOOD, NEW MEXICO 87015

This lease agreement, effective December 1, 2015 by and between Edgewood Commercial, LLC and/or Assignee, on behalf of the Owner, whose address is P.O. Box 773 Willcox, AZ 85644, hereinafter called Landlord, and Town of Edgewood, hereafter called Tenant.

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord a portion of that certain building located at 95 Highway 344 North, Edgewood, New Mexico, which said premises are more fully described below.

**SECTION 1. TERM**

To have and to hold the leased premises unto Tenant for a term of one year commencing on December 1, 2015, and ending November 30, 2016. Tenant shall have the option to extend this lease yearly, after the operation data for a recent 12-month period has been evaluated, to determine if there is a need to increase the monthly lease. Any and all extensions of this lease shall be contingent upon the authorization and appropriation of funds by the Town Council of the Town of Edgewood.

**SECTION 2. PREMISES AND LEASE**

The premises shall be the portion of the building comprising Suites 8 and 9 and comprising approximately 3,998 sq. ft., together with the use of certain common areas. The said building is located on the tract of land designated in the records of Santa Fe County, New Mexico as follows:

Tract 4-A-1-A of the land Division of the Lands of Fellow Laborers with Christ, being Tract 4-A-1 of the lands of the Fellow Laborers with Christ, Located in the SE  $\frac{1}{4}$  of Section 21, T 10 N, R 7 E, N.M.P.M., Santa Fe County, New Mexico, as shown on the plat recorded on March 22, 1975 in Book 298, Page 036 of the Records of Santa Fe County, New Mexico, comprising 1.804 acres, together with all improvements thereon,

Subject to reservations, restrictions and easements of record, and commonly Known as 95 Highway 344 North, Edgewood, New Mexico.

Premises shall be turned over to Tenant in "as is" condition.

Tenant covenants to pay to Landlord at the address, Edgewood Commercial, LLC, C/O Mark D. Brinton, Statutory Agent, P.O. Box 773 Willcox, AZ 85644. Tenant will pay monthly lease for the leased premises in the amount of \$4,629.00, payable on the first day of each month.

Tenant agrees to pay a late penalty of five percent of the amount of any installment of lease or other fees payable to Landlord that is not paid within ten days of the time said installment first becomes due.

**SECTION 3. COMMON AREAS**

Tenant shall have the right to use the common hallways and restrooms.

**SECTION 4. ADDITIONAL COSTS AND EXPENSES**

Tenant shall promptly pay to Landlord any additional costs or expenses incurred by or imposed upon Landlord resulting from the nature of or conduct of Tenant's business.

## SECTION 5. USE OF PREMISES

It is understood and agreed that the leased premises shall be used and occupied by Tenant to house and operate a public library, and for no other purposes, and that Tenant's use will be in compliance with all applicable laws, ordinances, and governmental regulations.

## SECTION 6. SUBORDINATION

Tenant will not subordinate its right or interest under this lease agreement to the lien of any second or junior mortgage or other junior encumbrance without in each instance the prior written consent of the first of senior mortgagee, and without such consent any such attempted subordination shall be void. Tenant will upon written demand by Landlord execute such instruments as may be required at any time and from time to time to subordinate the rights and interest of Tenant under this lease agreement to the lien of any mortgage at any time placed on the land of which the leased premises is a part.

## SECTION 7. CARE OF PREMISES

Tenant shall not perform any acts or carry on any practices which may injure the building or the leased premises or be a nuisance, and shall keep the premises under its control clean and free of rubbish and dirt at all times, and shall not store trash and garbage in or about the leased premises. Tenant shall not keep or display any merchandise on or otherwise obstruct the sidewalks or areaways adjacent to the leased premises. Tenant shall at all times keep the leased premises in a clean and sanitary condition in accordance with the laws, directions, rules, and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and in all respects Tenant shall comply with all the requirements of law applicable to the leased premises. Tenant shall forthwith at its own cost and expense replace with glass of the same quality any broken glass in exterior and interior windows and doors in or upon the leased premises, including plate glass, provided such breakage was caused by Tenant and is not covered under the building insurance policies. At the expiration of the tenancy hereby created, whether by the passage of time or otherwise, Tenant shall surrender the leased premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Landlord at the place then fixed for the payment of lease, and shall inform Landlord of the explanation of all combinations on locks, safes and vaults, if any, in the leased premises.

## SECTION 8. INSTALLATION OF FIXTURES

A telephone system and internet system may be installed by the Tenant in accordance with its needs, making use of the building telephone and internet wiring where possible.

## SECTION 9. REPAIRS

Tenant shall keep all interior portions of the leased premises in good repair at Tenant's sole expense. Landlord shall maintain the exterior of the building and common area within the building.

## SECTION 10. SIGNS

Tenant shall not erect, install, display, inscribe, paint, or affix any sign, lettering, or advertising medium to, upon, or above the exterior of the rented premises except in accordance with the rules and regulations of the Town of Edgewood and with the approval of the Landlord, which shall not be unreasonably withheld.

## SECTION 11. ALTERATIONS AND INSTALLATIONS

Any alterations, additions, improvements, and fixtures, other than Tenant's trade fixtures, which may be made or installed by either Landlord or Tenant upon the rented premises shall be the property of Landlord and shall remain upon and be surrendered with the rented premises as a part thereof, without disturbance, molestation, or injury at the termination of the term of this rent agreement, whether by the passage of time or otherwise, all without compensation or credit to Tenant.

## SECTION 12. INSURANCE BY TENANT – GENERAL LIABILITY AND PROPERTY DAMAGE

Tenant agrees that, at its own cost and expense, it shall procure and continue in force and effect throughout the term of this rent agreement, in Tenant's name but with Landlord named as additional insured, general liability insurance against any and all claims for injuries to persons or damage to property occurring in, upon, or about the leased premises, including all damage from signs, glass, awnings, fixtures or other appurtenances erected upon the leased premises by Tenant during the term of rent. Such insurance at all times to be in an amount of not less than five hundred thousand dollars (\$500,000.00) for death and/or bodily and personal injuries to persons for each occurrence, and not less than two hundred thousand dollars (\$200,000.00) for injury to any one person and not less than fifty thousand dollars (\$50,000.00) with respect to damage to property.

## SECTION 13. DANGEROUS ACTIVITIES

Tenant shall not carry any stock of goods or do anything in or about the rented premises which will in any way impair or invalidate the obligation of any policy of insurance of the leased premises or the building in which the leased premises are situated. If Tenant installs any electrical equipment, which overloads the electrical facilities, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

## SECTION 14. COVENANTS TO HOLD HARMLESS

To the extent permitted by New Mexico law, Tenant agrees to indemnify and save Landlord harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by Tenant in the leased premises or from any breach or default on the part of Tenant in the leased premises or from any breach or default on the part of the Tenant to be performed pursuant to the terms of this lease agreement, or from any act of negligence of Tenant, its agents, contractors, servants, employees, subleases, concessionaires, or licensees in or about the leased premises.

Landlord agrees to indemnify and save Tenant harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from any breach or default on the part of Landlord of any of its duties to be performed pursuant to the terms of this rent agreement, or from any act of negligence of Landlord, its agents, contractors, servants, employees, subleases, concessionaires, or licensees in connection with this rent agreement.

## SECTION 15. ASSIGNMENT OR SUBLETTING

Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this rent agreement or any estate or interest there under and not to sublet the leased premises or any part or parts thereof and not to permit any licensee or concessionaire therein without the previous written consent of Landlord in each instance. Consent by Landlord to an assignment of this rent agreement or to a subletting of the rented premises shall not be a waiver of Landlord's rights under this rent agreement as to any subsequent assignment or subletting. Landlord's rights to assign this rent agreement are and shall be governed by the provisions of SECTION 28, 31.4 and 32.

## SECTION 16. OPTION TO EXTEND

Provided that written notice is given 90 days or more prior to the expiration of this lease, Tenant shall have the option to extend this lease for one additional year period subject to the conditions mentioned in Section 1.

## SECTION 17. ACCESS TO PREMISES

Landlord reserves the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, additions, or alterations to the building in which the rented premises are located, to exhibit the rented premises to prospective tenants, purchasers, or others, to display during the last ninety days of the term, without hindrance or molestation by Tenant, "For Rent" or similar signs on windows or doors in the leased premises. The exercise by

Landlord of any of its rights under this section shall not be deemed an eviction or disturbance of Tenant's use and possession of the rented premises. Landlord will make a good faith attempt to advise Tenant at least twenty-four hours prior to arrival at the leased premises. Landlord will also make a good faith effort to coordinate with Tenant prior to scheduling or making repairs, additions, or alterations to the building to avoid unnecessary interruption to the Tenant's operation of the public library.

#### SECTION 18. UTILITIES

Building utilities (water, gas, electricity, fire system inspection and monitoring, common area janitorial service, building exterior grounds and/or parking lot maintenance, trash removal costs, and septic tank servicing costs) shall be pro-rated amongst the tenants in accordance with square footage and shall be part of the "pass-through" charges and included in the rent payment. If there is extraordinary or unusual use of utilities or facilities, the extra costs thereof may be passed on to the Tenant.

#### SECTION 19. LAW GOVERNING

The laws of the State of New Mexico shall govern the validity, performance, and enforcement of this rent agreement.

#### SECTION 20. EMINENT DOMAIN

In case all or a substantial portion of the rented premises is taken by the exercise of the power of eminent domain, this rent shall terminate as of the date possession is taken by the condemner, and Landlord shall refund any rent paid in advance for periods after that date.

The entire compensation awarded shall belong to Landlord without any deduction there from for any present or future estate or interest of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

#### SECTION 21. ATTORNEY'S FEES

In the event of any suit initiated by either Landlord or Tenant which is in any way connected with this rent agreement, or for the recovery, possession or unlawful detainer of the leased premises, the losing party shall pay to the prevailing party its costs and reasonable sum for its attorney's fees, in connection with said suit, and such costs and attorney's fees shall be deemed to have accrued on the commencement of such action and shall be paid wither or not such action is prosecuted to judgment.

#### SECTION 22. UNTENANTABILITY

In the event the rented premises shall be destroyed, or so damaged by fire, explosion, windstorm, or other casualty as to be untenable, Landlord may restore the rented premises within ninety (90) days after such destruction or damage, or may terminate this rent and the term demised as of the date of the destruction or damage, in either case by giving Tenant notice within thirty days after the date of the destruction or damage, and the fixed minimum rent shall abate on a per diem thirty day month basis during the period of restoration. In the event the rented premises shall be damaged as aforesaid but are not thereby rendered untenable, Landlord shall restore the rented premises with reasonable dispatch, and while such damage is being repaired, Tenant shall be entitled to an equitable abatement of the fixed minimum rent. Landlord shall not be liable or responsible for any delays in rebuilding or repairing due to strikes, riots, acts of God, national emergency, acts of a public enemy, governmental laws or regulations, inability to procure materials or labor or both, or any other causes beyond its control.

#### SECTION 23. REMEDIES

The estate and term of Tenant shall cease in the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or



for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within thirty days after the institution of said proceedings.

Page 4

Landlord may terminate the estate and the term demised by ten days written notice to Tenant upon happening of any one or more of the following events: (1) the making by Tenant of an assignment for the benefit of its creditors; (2) the levying of a writ of execution or attachment on or against the property of Tenant; (3) the taking of any action for the voluntary dissolution of Tenant; (4) the doing, or permitting to be done by Tenant of any act which creates a mechanic's lien or claim therefore against the land or building of which the rented premises are a part; and (5) the Tenant's failure to perform any other of its covenants under this lease for thirty days.

Upon termination of the estate as aforesaid, Landlord may re-enter the rented premises with or without process of law using such force as may be necessary, and remove all persons and chattels there from and Landlord shall not be liable for damages or otherwise by reason of re-entry.. Notwithstanding such termination, the liability of Tenant for the minimum rent provided for herein shall not be extinguished for the balance of the term remaining after said termination, and Landlord shall be entitled to recover immediately as liquidated damages an amount equal to the fixed minimum rent for the said balance of the term. However, Landlord shall make a good faith effort to mitigate damages by seeking an alternative tenant or use for the premises.

In the event of any breach hereunder by Tenant, Landlord may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in successfully instituting or prosecuting any action or proceeding to enforce Landlord's rights hereunder, the sum or sums so paid by Landlord, with interest thereon at the rate of twelve percent per annum from the date of payment thereof, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such respective sums or expenses.

#### SECTION 24. SURRENDER OF PREMISES

Tenant will at the expiration or termination of this rental agreement, yield up possession to Landlord and failing to do so, will pay as liquidated damages for each day possession is withheld, an amount equal to double the amount of the daily minimum rent, computed on a thirty day month basis. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

#### SECTION 25. LIENS

Tenant covenants and agrees, throughout the term of this rent agreement, to keep all of the leased premises and every portion thereof free and clear of and from any and all mechanic's, material men's or other liens. Tenant further covenants and agrees that, to the extent permitted by New Mexico law, it shall save, indemnify and hold Landlord and all of the leased premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of lien. Should Tenant fail to discharge or cause the release of any such lien of charges, Landlord, at its option, may satisfy said lien by the payment thereof. If payment is so made, until repayment by the Tenant, said payment shall bear interest at the rate of twelve percent per annum from the date said payment is so made, until repayment by Tenant, which repayment shall be due and payable by Tenant at such time as the next installment of rent shall become due and payable. Said right of Landlord to so satisfy any said lien or charge as provided under the terms of this paragraph shall be in addition to any other rights reserved to Landlord under the terms of this rent agreement or under applicable law and said right is not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled by reason of any breach or threatened breach by Tenant.

#### SECTION 26. NOTICES

Any notice required or permitted under this rent agreement shall be deemed sufficiently given or served if sent by registered mail to Tenant at the address of the rented premises or to Landlord at the address then fixed for the payment of rent. Either party may at any time and from time to time designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

## SECTION 27. LANDLORD NOT A PARTNER

Nothing contained in this rent agreement shall be deemed or construed by the parties hereto or by any third party to

Page 5

create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this rent agreement nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant. No waiver of any default hereunder shall be implied from any omission of Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this rent agreement by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The necessary grammatical changes required to make the provisions of this rent agreement apply in the plural sense where there is more than one Tenant, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

## SECTION 28. ASSIGNMENT BY LESSOR

Notwithstanding any of the provisions of this rent agreement, upon written notification to Tenant, Landlord may assign, in whole or in part, Landlord's interest in this lease agreement, and Landlord may sell the leased premises.

## SECTION 29. SECTION HEADINGS

The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

## SECTION 30. ASSIGNMENTS IN WRITING

It is understood that there will be no oral agreements between the parties hereto affecting this rent agreement and this rent agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter hereof and none shall be used to interpret or construe this lease. It is further agreed by and between the parties hereto that there shall be no modification or amendment of this rent agreement, except as may be executed in writing between the parties hereto.

## SECTION 31. MISCELLANEOUS PROVISIONS

1. Time of Essence. Time is hereby expressly declared to be of the essence of this lease and of each and every covenant, term, condition, and provision hereof.
2. Partial Invalidity. If any term, covenant or condition of this rent agreement or the application thereof to any person, entity or circumstance shall, to any extent, be determined invalid or unenforceable, the remainder of this rent agreement, or the application of any term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each such remaining term, covenant or condition of this rent agreement shall be valid and shall be enforced to the fullest extent permitted by law.
3. No Reservations. The submission of this rent agreement for examination does not constitute a reservation of the leased premises and this lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.
4. Waiver of Liability. Anything in this rent agreement to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the building of which the leased premises are a part, and, subject to the prior rights of any mortgage on the premises, for the collection, satisfaction or enforcement of any judgment (or other judicial or administrative process) requiring the payment of money or the performance or non performance of certain acts by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this rent agreement to be observed and/or

performed by Landlord, and no other procedures for the satisfaction of any remedy, judgment, or order of Tenant. If Landlord transfers this lease, except as collateral security for a loan, upon such transfer, all of the Landlord's duties will

become the duties of the transferee and Edgewood Commercial, LLC, will have no further duties under the lease agreement.

SECTION 32. SUCCESSORS AND ASSIGNS

The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

SECTION 33. SECURITY DEPOSIT

Tenant will secure his lease with a deposit in the amount of one month's lease payment, paid at lease execution date. Security deposit may be returned to Tenant upon completion of lease if unit is vacated in a clean, undamaged and rentable condition. Reasonable wear and tear is not considered damage for purposes of this Section.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this lease agreement and affixed their respective seals as of the day and year first above written.

\_\_\_\_\_  
Mark D. Brinton, Statutory Agent  
Edgewood Commercial, LLC

\_\_\_\_\_  
Date

TENANT: Town of Edgewood

SIGNED BY \_\_\_\_\_

Printed Name:

\_\_\_\_\_  
Date

State of Arizona  
County of Cochise

Signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
My commission expires

\_\_\_\_\_  
Notary Public

State of New Mexico

County of \_\_\_\_\_

Signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

My commission expires

Notary Public

Page 7