

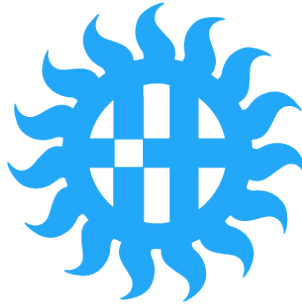
CITY COUNCIL AGENDA

Mayor
Eric Enriquez

Monday, June 17, 2024 at 1:00 PM
Council Chambers

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

CITY HALL
P.O. BOX 20000
LAS CRUCES, NM 88004

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CONSENT AGENDA

Minutes and Items on the Consent Agenda Are Considered Routine Items and Will Be Voted on with One Motion Unless a Councilor Requests That a Specific Item Be Removed. There Will Be No Discussion.

Page

1. OPENING CEREMONIES

- 1.1. Pledge of Allegiance - Councilor Corran.
- 1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Corran.
- 1.3. Jobs of the Week.
- 1.4. Pets of the Week.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)

3. PUBLIC PARTICIPATION

4. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

- 5.1. Joint Work Session of May 13, 2024. 3 - 16
[Joint Work Session - May 13 2024 - Minutes - Pdf](#)
- 5.2. Work Session of May 13, 2024. 17 - 27
[Work Session - May 13 2024 - Minutes - Pdf](#)
- 5.3. Regular City Council Meeting of May 20, 2024. 28 - 57

6. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

- 7.1. RESOLUTION NO. 24-131: A RESOLUTION AUTHORIZING THE WRITE-OFF OF UNCOLLECTABLE UTILITY, GENERAL BILLING, AND LIBRARY ACCOUNTS RECEIVABLE FROM THE FISCAL YEAR 2018 IN THE AMOUNT OF \$248,684.42. 58 - 107

[Resolution No. 24-131 - Pdf](#)

- 7.2. RESOLUTION NO. 24-132: A RESOLUTION AUTHORIZING THE LAS CRUCES FIRE DEPARTMENT TO DONATE A HOIST MULTI-STATION WEIGHT MACHINE WITH AN ESTIMATED VALUE OF \$500.00 FOR USE BY THE COLUMBUS FIRE AND EMS DEPARTMENT IN COLUMBUS, NEW MEXICO. 108 - 117

[Resolution No. 24-132 - Pdf](#)

- 7.3. RESOLUTION NO. 24-133: A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL NUMBER 2362 AND THE CITY OF LAS CRUCES. 118 - 254

[Resolution No. 24-133 - Pdf](#)

8. BOARD APPOINTMENTS

9. NOTICE OF PROPOSED ORDINANCE(S)

- 1) There will be no public discussion.
2) A Councilor may ask staff for clarification on the proposed ordinance(s).

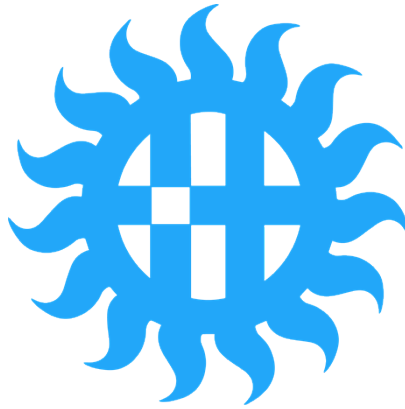
- 9.1. COUNCIL BILL NO. 24-029; ORDINANCE NO. 3071: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 2.567 + ACRES AND LOCATED AT 2605 BATAAN MEMORIAL WEST. SUBMITTED BY KARY BULSTERBAUM, REPRESENTATIVE. (24ZO0500035). 255 - 279

[Ordinance No. 3071 - Pdf](#)

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. ADJOURNMENT



MINUTES

Joint Work Session

Monday, May 13, 2024 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

ABSENT:

1. JOBS OF THE WEEK

1.1

Sarah Raney, Workforce Connections presented Jobs of the Week.

2. PETS OF THE WEEK

2.1

Amy Defelix, ASCMV presented Pets of the Week.

3. AGENDA ITEM

3.1 OPIOID SETTLEMENT: COMMUNITY NEEDS ASSESSMENT REPORT.

Barbara Bencomo, Chief Administrative Officer gave an overhead presentation.

Shara Thorpe, Doña Ana County Settlement Coordinator continued overhead presentation.

Liz Olivares, NMSU Crimson Research Program Manager continued overhead presentation.

Barbara Bencomo continued overhead presentation.

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Councilor Graham asked would you say that perceptions of the problem and experiences of the problem were lining up pretty well among the three groups? So the First Responders, Law Enforcement, Providers, those with lived experience, those who participated in the Outreach Program. Would you say we all kind of have the same view of the problem and if not, where are the main gaps where certain groups are seeing problems that others are not?

Liz Olivares said we are still waiting and receiving more data to identify some of those gaps because we haven't been able to overlay these results. But for the most part as far as the participation goes, the participants did identify similar items. We saw very similar trends among the key informants and the lived experience and even the street outreach. So there weren't really too many surprising findings when we came out. But we did hope that the focus groups would provide some of that in depth information. Whereas just transportation in general, what kind of transportation and we are working through to identify those still. Like I said this is very raw preliminary. A lot of these numbers include like one or two individuals, and it was the top five themed that arose. Please keep that in mind you know, as you reflect on the data.

Commissioner Christopher Schaljo-Hernandez said on slide 35 you were talking about the Outreach Survey Participants, and you outreached to 53 participants, and you listed where they were coming from. Did we solicit any participants outside of the City of Las Cruces?

Liz Olivares said no there were no participants outside the City of Las Cruces, they were all, predominately within the hotspots within Las Cruces. So, it is limited we don't have any like surrounding areas.

Commissioner Schaljo-Hernandez asked is there a way we can look at outside? You mentioned in one of the earlier slides that Chaparral has doubled their OD rate from 2022-2023. I would probably consider that a hotspot at that point in time. But I do know that there are issues outside of the City of Las Cruces when you're looking at the South Valley, going up towards Hatch and so forth and those are concerns because there aren't a lot of services in those areas. So, I would really like to see some data as to what those areas are saying because they are 30 minutes away from the City, 30 minutes away from services that are more localized here. I would really love to see that data.

Barbara Bencomo said one of our advisory council members Athena Huckaby also wanted to respond to the question from Councilor Graham related to the overlap of findings from the three groups if we may.

Athena Huckaby, Member of Opioid Settlement Advisory Council said I also conducted many of the outreach interviews with individuals in our streets, in Las Cruces. I wanted to point out that one of the things that really jumped out to me here is the lack of overlap between the Department of Health data regarding the age of people experiencing fatal overdoses, versus the focus that was noted in the focus groups in wanting to focus on youth outreach and youth prevention. If we're seeing in our community that the majority greater than 50 percent it looked like I believe, of

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people dying of overdoses are 50 and older than that speaks to me as a disconnect, right, between this focus group emphasis on outreach to youth. For me as somebody working in substance use, sometimes I feel that people prioritize youth and children because they feel that it's time that intervention can happen. So, when the person is 50 years old that they may not be having these same problems. But I just want to point out that people older, people of middle age in our community are really the ones that are dying. I think that outreach focused on them was not noted in any of the focus groups and I thought that was a big disconnect. So, I just wanted to point out what came up for me while I was listening.

Commissioner Susana Chaparro said I work in the court system and so what I'm seeing is that there's a way to perhaps reach the 50 plus age group. You have treatment courts that including juvenile drug court, adult drug court, veterans court, family re-unification and they are really a captive audience. Most of them are receiving treatment for substance abuse whether it be alcohol, fentanyl. But as your data shows at least what I'm seeing in court is there's such a sharp increase in fentanyl use and that is so concerning. It is specific to at least in the county that I know of Organ, Chaparral, Sunland Park and so to be able to obtain more information in those areas, I think it would be helpful to the Commissioners at this point. Also, FYI they have a teen program for kids that may perhaps be an avenue to get more answers as to what's going on. Just a suggestion.

Councilor Flores said I see the information you collected is really good but there is a big gap there and it touches on what Commissioner Chaparro just raised. We don't have any young people here; we have the older people. We don't have any data on what the schools are doing. Councilor Graham and I serve on the Las Cruces Community Schools Board and those schools I hope they really grow and continue to become Community Schools because it pulls in the entire community. It pulls in the parents; it pulls in everybody and there's a very good book that I recommend it's called "Anna Age Eight" and you're probably hopefully familiar with it and it deals with trauma that the children go through. People don't grow up in happy homes, excuse me. People who grow up as happy children generally become productive citizens. They grow up with self-respect, respect for others, they know how to work in a community and it's a story of *Catcher in the Rye*. You get someone who has a dismal childhood where there isn't any food, where there isn't any love. Where there's people coming and going, there's a lot of people living like that and that's the reality our people live in. I don't know if you covered it if you did or not. But if you take apples to apples, oranges to oranges you would see that children who grow up in happy environments. I'm not saying happy everyday there's a smile and there's a birthday party to go to every week and you get a new toy every day. I'm not talking about that. I'm talking about a home where you have food and where you got to school, and our Community Schools are doing such a wonderful job. Cheryl Love who is the principal at Doña Ana Community School in Doña Ana they bus children in from all over like Hatch and what not and kids get on the bus at 7:00 and their mission is to make sure that they have attendance at the school. If there isn't, if there's an attendance problem they go to speak with a parent and they make sure that child is taken care of. There are children who don't go to school when they're asked why or why didn't you eat your lunch today. They provide lunches now but back in the day even like maybe twenty years ago, a child was asked why don't you eat your lunch, she'd walk in with her

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lunch bag every day and she'd say, "oh I'm not hungry" and she separated herself from other children. God knows what happened to that child. But it turned out that finally one school board member who would go visit schools just said oh well talk to her a little bit more, it turned out she carried a rock in that bag, just to make people think that she had food. There was another little girl who would go to school and the school board member here in Las Cruces would ask children "why do you go to school", oh I like my teacher, I like to color, I like recess. This little girl never said anything and finally she warmed up to Mrs. Flores (not me), the teacher and she finally warmed up to her and said I come to school to eat. Our community schools maybe it's just my suggestion, we really have to look at the root problem. We're looking at the outcomes of God knows what. If we don't ever address the root of the problem, we're never going to find the solution. We haven't really defined the problem if you don't define the problem, you're not looking for a solution. We're looking at stats and you're getting the data accumulation of information that we all see every day.

Commissioner Manuel Sanchez said I think the second to the last slide 41 indicated that one of the next steps was to established a system for collection and reporting. How are we collecting data if we don't have an established system for data collection unless I'm missing something?

Barbara Bencomo said I believe what that refers to is we were talking about the implementation plan. Once the decisions were made by the City Council and County Commission as to how funds were to be expended, then we need to develop a plan for tracking and reporting, not only the expenditures but also the outcomes. We don't know yet how these two governing bodies will direct the spending and so the development of data collection reporting systems might be very customized. There might be tools we already have as part of our data inventory that we did early on as the Advisory Council we uncovered the resources that we have in the community for data collection. It's just unclear at this point depending on what the decisions are for the expenditures as to what we will be collecting and reporting and how. That's part of the evaluation process that we'll go through after we receive guidance from the County Commission and the City Council on expenditures.

Commissioner Sanchez said I think my concern as Commissioner Schaljo-Hernandez had brought up there's a lot of concern because when I look at this between the 53 participants that were surveyed and the 38 that were a part of the focus groups. We have 91 people that were participating which would be .04 percent of the population which is driving what the next steps of this and particularly when there's not enough representation from outside the City of Las Cruces. I think I would like for us to get better information and understand because to help light our way to what next steps are. Because I know that one answer or one solution it's not a one size fits all solution because of the diverse nature of the County. I mean we have as was mentioned in Chaparral and areas outside of the City in the County that are more rural versus the very concentrated population center here in the City of Las Cruces. We're going probably looking at needing different solutions here. So, I would love for us to be able to understand and look at data to have a better understanding of you know. Because I think I see, I agree with some of the high points here where it becomes a lot of access to the services. It becomes an education piece. There's several things that are in here that I think are obviously we need to address but again like I say as we develop those

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next steps. I would love for us to be able to get that more information. I did have one other question on slide 16 and slide 18 which was about some of the increase in calls here and for OD's. I didn't know when we talked about Chaparral is this data based off the residence of the victims or is this based off where the calls originated?

Liz Olivares said the data is from the entire County so all of the calls and we would have to speak directly to our data source to specify where those addresses were from because we did not collect addresses. We just got the counts for the total number of calls and the breakdown per year. So, it was interesting to see that there was an increase in that. But earlier you asked about data and surveillance, data collection processes and I would like to say that there were extreme challenges collecting all of the data. Even within one agency where one year to the next the data is just either entered differently or collected differently and to not have 2023 data we can't even speak to what's happening right now either. Because it's still raw data, it hasn't been published. We were fortunate enough to have some of our partners share some of those preliminary findings but that was known, it could change at any time because it hasn't been cleaned up. We are very limited in County with surveillance measures and that's my own intake having worked with some of the data and trying to find where we can collect from. We have a lot of partners who are willing and wanting. I think it's just a matter of having a more systematic approach to what's out there.

Commissioner Sanchez said the reason I ask, is because I would love to understand if the calls are happening because people are hanging out in certain areas, or if their residences or if they're going home. I guess there's a lot to look at this data. The other one is on slide 18 when it talked about the overdoses and then the Naloxone doses and the reversals because it's interesting that in terms of the number of distributed like on table two here. That seems to line up with the efforts we had with Doña Ana County to try to get those out into the hands of residents here in the County. Which the reason I say it's about 8 percent of those doses distributed are in Doña Ana County which is about 10 percent of the State of New Mexico. But when you look at the reversals, it's a stark difference. So I'd be curious, and this might be just as we kind of go along to have a better understanding of this is it that we're not reporting or are we not getting them into the hands of the people that actually need it.

Athena Huckaby said previous to my position at Ideal Option I managed the program at Doña Ana County Health & Human Services doing Naloxone distribution and education. I also do Naloxone distribution, education throughout the State and have a contract with HSD doing that statewide. I do work statewide with Naloxone distribution. I think this speaks to two things; one is the emphasis around getting Naloxone into the hands of people who use drugs. So, when we get Naloxone into the hands of people who are not using drugs or who are not acquainted with people using drugs, that's all well and good. But we tend to refer to that as preventative Naloxone, right. It sits in people's drug cabinets; it sits in people's cars. You know I carry some with me all the time. I never actually had to respond to an overdose. We saw in the slide that 60 percent of people using fentanyl were carrying Naloxone which is great. But that leaves 40 percent that are not. So, I think that's where you are seeing that disconnect. We have a lot of emphasis on getting in the hands of police, social workers, first responders, schools. I think that's all well and good and quite important. But also, I think what's extra important is that we get it into the hands of people who

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use drugs because those are the people that respond to overdoses, and we would see the gap close. That's my two cents.

Barbara Bencomo said I would just like to add one thing. With respect to the information on the residence and addresses. I did sit through a presentation through HIDTA where we were talking about the difficulty of obtaining some of the data and some of that is not able to be conveyed to us for HIPAA reasons. So, it does present a little bit of difficulty to pinpoint some of that demographic data.

Councilor Corran said thank you for work on collecting this data I know it's an extraordinary effort especially get the inputs of folks who are experiencing substance use disorder and using drugs in the community. My first question is how the money can be spent specifically? I think it feels like there is a very clear indication that humans are going to solve this problem, not buildings and perhaps cars or vans actually, I would say. Are there specific restrictions on how this money can be spent in addressing the needs? I think of transportation needs, I know Athena has talked to us about the transportation needs in particular and the range of services that are available but may not be accessible to folks. Can you talk about any specific restrictions on how we can spend in terms of services, please?

Barbara Bencomo said yes, I have a couple of slides here on allowable uses under the terms of the settlement. There are some general categories for treatment, prevention and kind of another catch all category. But you'll see some of the things we talked about today related to medication assisted treatment for example, solutions within the criminal justice system that's come up before, some training research. Then I had compiled a list of some examples of things that we saw on the documentation related to the settlement that are allowable uses for these funds. You definitely see the transportation is there. There is job training as well, actually when I looked through the allowable uses, they're quite broad but there is a framework for that. So, we are going to be mindful of that in the recommendations but here's examples of some of the allowable uses.

Councilor Corran said I think one other thing just related to the distance question. I would also add that folks in Hatch would have to cross through a border patrol check point and so in terms of accessing services that is also a really important barrier to consider. I hope that we can think collaboratively about how to address that specific barrier in our county. I really want to appreciate the work that you all have done and more to the comment more than a question. I do think often it's very easy to say oh look we as a Council, we as a Commission, we as a group did this thing, one concrete thing, often literally concrete as we love to do, build buildings. I would just ask that I hope that we can consider the diversity of the things folks have identified. I hope that in our addressing these issues we can prioritize saving lives as is required but also sort of indicated by some of the things that Athena mentioned and really do a range of things. Because we can't build a building and fix this problem by any means. I think I really have hope that we can come up with a diverse and responsive range of things that are addressing this in community. I just issue that challenge to my colleagues. To be complicated in the way that we respond to this. I thank you all for being complicated in presenting this information and giving us a lot of really good insight.

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Councilor Bencomo said thank you so much to our Commission colleagues for joining us today, it's great to have you here. Thank you all very much for the work you put in already and certainly to the Advisory Group. I'm curious about the Advisory Council and how often they're meeting?

Shara Thorpe said the Advisory Council meets once a month.

Councilor Bencomo said that's a lot of work and I just want to commend you all for your commitment to that and for your commitment to our community. Miss Olivares, you talked about on page 15 you talked about 2023 data not being published yet. I am curious if you can talk about who publishes that data?

Liz Olivares said some of this data the one that I did receive was from HIDTA, the High Intensity Drug Trafficking Area program. They get their data from NMDOH and the Office of Medical Investigators. So, the data is still being cleaned up for the same reasons NMIS hasn't published anything that is what I'm presuming would be the limitations to it, just cleaning it up.

Councilor Bencomo said similarly on page 16 I'm curious about you have on here there's no data necessarily on here for under 25. I guess I am curious to Miss Huckaby's point about the over representation of youth and obviously youth are important, and we want to be preventative with youth, right. I also understand the other coin of that around who is actually being impacted? Who is actually dying? Who is actually losing their homes and their livelihoods because of addiction? And obviously we need to put a significant amount of resources in harm reduction, not just prevention. Because there is unfortunately too many people there, right. So, I am just curious about some of this discrepancy in the data and if are we just not allowed to see overdose data for minors? Is that not public?

Liz Olivares said it's public, it's just we don't have a lot of minors that are dying. So that's good news for us. However, we did see that Doña Ana County had two deaths among 0 - 4-year-olds in 2022 and 4 across the State of New Mexico. So, half of that came from Doña Ana County. It's interesting but to Athena's point also the overdose deaths among the age groups changes with every single year so it's never like one concrete group. But I did notice the trend between 25 – 54-year-old groups. Those are the top three that are repeating every year. In the raw data we saw that the top in 2023 the highest rates were among 25 – 34-year-olds and the second group was 45 – 54-year-olds, who had fatal overdose. But it is interesting, and I don't think the challenges are there's no transparency in the data. I think, it's just not moving fast enough. We need more support, more people on it to get it cleaned up and get it ready for us. So may be that would be a state recommendation.

Councilor Bencomo said but the data is out on minors and this issue. The good thing is we're not seeing it.

Liz Olivares said correct we're just not seeing it happening in that age group as high, so it's lower and I only reported the top three because I couldn't present on my nice graphs that were created. But it will be included in the report.

Councilor Bencomo asked just in terms of more data collection do we have plans to do that? Obviously, it seems like that's the ask here today, but was that already the plan?

Shara Thorpe said it is up to the Advisory Council how they want to prioritize with given the approved core strategies of Opioid Settlement spending. Like we said earlier you all are the first to hear this information, our Advisory Council has not even received this aside from our members that are here today. So, this month they will be presented this information, and they will begin to start prioritizing based on the data that is there. We'll start to have those conversations and we'll start to prioritize within the approved strategies. Once we start deciding then we present to the County and City with some of those recommendations. So that's kind of the process.

Liz Olivares said I would like to add that the focus group content was substantial. We did a year's long project in three weeks. So even that data is limited. I was hesitant to report on anything with any specific language just because it's so raw. We had three people who represented Southern Doña Ana County. I mean those numbers are very small. We would need more, and I did let the County know that we'd be open to accepting more survey data. Because our aim was to achieve 200 participants on that and see that through. So, we are open to receiving more of that and analyze it to include in our final report. However the focus group work is substantial, and I don't think we would be able to provide that in a short time frame and turn it around for considerations.

Barbara Bencomo said if I might add I think we alluded to this earlier once we get the final report from NMSU, the Advisory Council as Shara said is going to review that and one of the things that will need to be reviewed is the presence of data gaps and whether were sufficient to make those recommendations. So that will be part of the evaluation of the final report of the needs assessment.

Councilor Bencomo said sure I think it's not totally fair that I can say there are data gaps when you still need to do that analysis. But it's clear to me that there are some. The County is very big, and I would love to understand what's happening in Sunland Park, what's happening in Vado, what's happening in Hatch. I think that is incredibly important. I also would love to better understand our unhoused population if we have already on here in these PowerPoints that the unhoused population is a target population. How many focus groups did we do at Community of Hope? Those are the kind of questions that I would love to see answered. I just recently got an email from a mom who just feels powerless about the kinds of resources that are out there for her son and last week I was hanging out with Project LIGHT and the social workers there and the folks there. There talking to me about also like moms and grandparents and people are going to their office and just sitting down and wanting to be heard because this problem is deeply overwhelming. I think people are almost expecting us to make a little bit of magic with this money. Which also feels really daunting and I think we're all up to it though. So, I think we need to deeply understand specifically the folks who are struggling with this right now. Not just with informants it's definitely the folks with lived experience. There is not better expertise than lived experience in my opinion.

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So, I think that if to me if there's going to be gaps in the data it's that. It's hearing from more directly impacted people, people who been through substance abuse or people who are currently going through it and what the limitations are of receiving care. I do want to say a while ago I read a quote that said, "The opposite of addiction is not sobriety, the opposite of addiction is connection". I think as this community has shown time and time again, we can definitely stand next to each other and to focus on people who are struggling the most. I just want to be able to invest in strategies that are effective, that work and not just throw people in jail for substance abuse. Thank you for the work you're doing.

Athena Huckabee said I just want to speak a little bit about the Outreach survey and the difficulty in conducting that and the skill set that is necessary to sit down and have somebody who is unhoused, perhaps waiting at a bus stop and asking them a 20-minute survey about their drug use, right. It is pretty difficult to get people to strike that right tone to have somebody to be interested in speaking to you. I definitely did push, we all pushed, I think for not only lived, right. I'm a person with lived experience. I've been sober for 12 years now but people with living experience. I think that is really important. We only had a few weeks and a few volunteers and so it was difficult to get out into those areas of the county. I'm not personally convinced as a middle-class white lady that folks in Chaparral might resonate with me the best, you know. So, I went to the areas where I felt people would actually open up to me and answer questions about have you used fentanyl in the last 30 days? Have you used methamphetamines in the last 30 days? Where did you sleep in the last 30 days? These are deeply personal invasive questions that are hard for people to answer, and a degree of trust has to be built. So, I did just want to emphasis that with the Council, the difficulty of conducting these, the building of trust, the importance about sending the right people into the right communities, to ask the right questions and also showing up with something to give in exchange. We had \$10 gift cards available from Walmart which was helpful. I also provided people with a burrito and a bottle of water. I literally sat on the corner on Amador and Solano in the middle of the street where that intersection is and met with people. I think that the data that we did get though as you're saying is not as ranging as we want it to be the fact that people were even willing to sit down and answer these questions, I think is incredible. So, I just kind of wanted to point that out. Two other gaps that I actually noticed while I was sitting here. One, somebody did text me you know I wish unfortunately these people that had died of overdose in the State of New Mexico this year were able to talk to us, you know unfortunately the dead don't talk. The other thing I wanted to mention is throughout all of this there has been no mention of pregnant people and I think that's a gap that we need to look at as far as services that are available, stigma and things of that nature. So, I just wanted to make those last comments. Thank you again for your willingness to hear me out as I sort of sit in the front row and jump in for comments. I'm so passionate about this and it's so important to me that the City and the County spend this money in ways that are going to impact the population and reduce deaths, so I appreciate you thank you.

Commissioner Shannon Reynolds asked do we lose this money if we don't act on it right way? Because as I understand it this money is going to be here regardless of how long it takes us to get to this problem, am I right?

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Barbara Bencomo said that is correct there is not a time delimited period to spend the funds.

Commissioner Reynolds said beautiful because as Councilor Corran said buying buildings isn't going to help us, we have to figure out something different. I noticed on page 16 in the second section there's a race and ethnicity that show as being the people affected by overdose of Hispanics 67 percent had the highest fatality rate and White 28 percent, Black/African. Did anybody else notice that follows our Census Data? So, the point I'm making there is this data doesn't help us. If it's following the Census Data, then all we're seeing is that we're recognizing that the population distribution is affected equally. So, we have to try to figure out a different root cause associated with this and say ok now do we distribute our resources on the same as the Census or do we try to find out if there's different root cause here that we can address with this money and to better affect the Hispanic population than the White population and so forth. So even though the distribution is similar to the Census more people are still dying. So, we have to be able to solve those problems. I noticed if we have somebody who is disabled and has a disability, they actually get some additional support other than just services. Like as a for instance, if they're going to college, they actually get some of their books paid for, they get some other help with some of the other resources that they need. I think as part of this if I heard some of the data correctly is limitations on transportation. Limitations on access to help and services. Having to miss work in order to have the services done. I think we have to think of a program that is going to also support surrounding services, i.e. if I'm going to take off from work in order to help get off my drug addiction then I need to have some way to feed myself. I think we have to think of a more comprehensive program that says the surrounding services may actually end up being more important, along with the connection Mayor Pro Tem Bencomo said of the connections are more important. So, I think we have to take a step back, we need more data, we got to get a whole lot more data. Then we also have to step back and say this is not a problem that anyone has really solved it before. So, we have to take a creative look at it to try and find the solution that is going to work for us. It's not going to work in the cities the way it's going to work in the county and the way it's going to work in other communities. I applaud you guys, but I tell you we cannot rush into this. We've got to do the right thing and as

Commissioner Sanchez said what is our plan for collecting the right data. I think I agree, if we don't identify the correct problem, by correcting the right data then obviously we're going to solve the wrong problem. So we have to make sure we get the right information we need in order to properly identify the problems and then work on the solutions that are going to work. Then follow that closed loop process because we might try some things that don't work, and we may need to be willing to go back up and try some other things and make sure that we're doing the right things.

Councilor Flores said on page 47, the last dot, so that touches on what I raised. Is anything being pursued in that? What you presented was data that you collected. So, is anything being done about youth-focused programs to prevent drug abuse?

Barbara Bencomo said so these are examples of potential expenditures that could be

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made. Today what we were doing is presenting data that will help to inform the recommendations for expenditures that will come forward. So that will be the part of the next steps of the process. Again, we will look at the final report from NMSU, understand if there are data gaps that need to be addressed, if there is more collection necessary and the evaluation, recommendations to the body that might include any of these or more potential uses of the funds, depending on what the community needs are assessed to be.

Councilor Flores said so I think some of my colleagues up here have also focused on the causes. So, is that being explored? Is the money going to be spent there? Because I think that gathering the data is like looking at the dead horse almost. It's like let's look at what the root causes are because then 10 years from now we're going to be dealing with this again. Because we haven't reached a solution, and the solution is helpful to those addicted but to prevent people to become addicted. I didn't see any questions about, and I don't know if it's appropriate but to ask when was the first time you used drugs and what was going on in your life? Is that too intrusive, is that not appropriate? It seems to me that I would like to know. If you don't know what the problem was, again how are you going to find a solution. The youth-focused programs to prevent drug abuse. Then could a drug abuse program could be based on the information that's gathered. So, I hope that happens.

Barbara Bencomo said absolutely, that is the intent. I think one of the things that you saw on a slide is the impact or the importance of breaking the cycle. We talked about children who are in homes where there are drug users and stopping that cycle of use. I don't know if any of my colleagues would like to respond further to that, to the comment in question. But that was something that struck me when I saw the data and the impact on potential use of the funds.

Liz Olivares said I could add a little bit about the initial use or relapse. We did ask the 53 participants that question and interestingly we had a list from Vital Strategies of possible responses that people could answer. When we looked at those responses, we actually saw that the "other" category or "new response" that one was the third highest response. So, the responses were everywhere. There wasn't a standardized reason for anyone. It was slide 37, where we asked what has influenced your initial use or relapse of substance use? The number one reason was stress, then the social environment and in between that we had an "other" category that did not report here. But it was a high percentage because one or two people again this is a small group, small sample size that are reporting reasons such as Covid, ADHD, Depression, to escape reality, lack of support. My point is that the reasons are everywhere, and I think that also speaks to our national challenge. If it was a straightforward answer where it was the same reason, then we might not be seeing these problems generally.

Councilor Flores said I recognize what it says, 35.8 percent of us up here I'm sure have stress, we didn't turn to drugs. You're stating the outcomes I mean of whatever their circumstances was. I would like to see what the circumstance was that led to that and then if we could have a better social system where our schools are participating, where our police force. I mean my kids in the dark ages when I had young kids there was a DARE Program in California. The kids did learn, a police officers would go into

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schools and talk to kids about this, that and you know about drugs, alcohol abuse and stuff like that. So that's what I'm referring to. I think that the information you gathered is important without a doubt in terms of knowing what the objective conditions are. But they still don't address the cause and I think that if we identified the cause then we can have solutions and a lot of this addresses well you know this is what we've done to whatever. I think Miss Huckaby is correct trying to talk to someone who's waiting for a bus.

Councilor Bencomo said just real quick Councilor Flores DARE programs have been just historically debunked as effective. I think there is also just a balance to be stricken. How much money we have is truly not that much money when we really think about it, and I would hate for us to use a significant portion of that in data research and studies and experts. When we need to be using it in the community. It needs to be going to the folks that are mostly impacted. So, while I do think there is more room for data collection in some of these gaps, I also believe there is urgency, people are dying. So here is urgency to the way that we act around some of these decisions. But I don't want us to get bogged down like in all the data collection. We cannot let perfection be the enemy of progress and then you know spend down this money on things that are ultimately impacting people's lives.

Commissioner Sanchez said thank you Mayor Pro Tem Bencomo I appreciate your thoughts and I think I wanted to as we have had further discussion, I think in particular to also Councilor Corran's comments about you know trying to stay away from you know having to do brick and mortar solutions to a lot of these. I would as we look forward in trying to figure out next steps. I would love or be open to a suggestion as the Mayor Pro Tem suggested of having parallel paths. Because I do think we need some more data to figure out specifically are we seeing with some more solutions. So, I think I would support having next steps with some actual programs or solutions that could be presented and then also some opportunity to look at that data collection that was going to be established to figure it out. I think in two manners when I say data collection. I think one I would love to understand more about what is the population we're seeing how do we continue to differentiate the services that will be best received by those in the community. The second part would be as we continue on, I would love to understand some of these solutions that we're investing in, are we getting the results? If not, then let's have an opportunity to pivot because I think especially if we're not going to be putting significant investment into buildings but into programs, how do we start really looking at that data and then coming back. Because with these combined monies that we have from the settlement and as they start to come in through the next years. How do we start to figure out, this year this worked. How do we look at next year, what can we revamp and get better at and so on. That can be in the City and the County. I agree with the Mayor Pro Tem thought let's not sit here and wait a long time before we start having some action.

Barbara Bencomo said that eludes back to the comment from Commissioner Reynolds for a closed loop system and back to our next steps in that whatever the expenditures are going to be we have to be very intentional about developing that implementation plan, data collection and tracking for the outcomes that we're looking for. Certainly, bringing that back for potential adjustments or pivots as you mentioned. I think that's very important.

Robert Wayland, Member of the Public said I don't know how many of you have went through withdrawals, how many of you have went through withdrawals in jail. We are real familiar with the ACE's Studies. You can't tell somebody to come back next Tuesday at 2:00 in the afternoon, when they're asking for help. They are probably not going to come back next Tuesday at 2:00. As a matter of fact, I know several people that have not come back next Tuesday at 2:00. Hopefully they're none of your family members. We can't put off on doing something, right. There is a 6-unit medical assisted detox currently in this town. It wanted to be a 10-person unit that got shutdown. If you want to do something real quick increase from that 6 person to a 10-person unit. That will help get the ball rolling. Because I know a couple of people right now that are on the waiting list. Those of us that are in the field see the urgency. I apologize that we didn't get you more data. We were limited on our time, you know. We've actually asked to go out and get more and we're waiting to hear if we can. I don't know how many times you guys got to have more data, you got to have more data. It goes back to trauma right, continued trauma, PTSD, etc.

Nicole Martinez, Director of Mesilla Valley Community of Hope said I just wanted to give some quick examples of some of the things that are being done across the State right now with the Opioid Settlement money as you are considering on how to go forward with expenditures. Behavioral Health Services Division has a couple of Grant sources that they have disbursed funding to a bunch of agencies throughout the State. We are one of them it's for people who are exiting incarceration who are getting treatment. The other is a Fresh Start Program and it's specifically for people with opioid use disorder. So, when they first rolled this out it was really a pilot program based on an addiction prevention program. So, it does target people who are unhoused trying to get into housing and people who are about to become homeless. It was a six-month rental assistance or \$10,000 per person and very quickly we started this in November we were like six months for somebody with an opioid use disorder is not very long to get stable, especially if you don't have those social networks and the connections we've been talking about. We've had some feedback sessions with them because the Grant is about to end. So, talking about longer rental assistance time for people and again making sure that they're getting treatment. That's been a really great program we've served a ton of people, it strengthened our collaborations with our service providers but there's still some other opportunities here like services are really important as we talk about that we need the connections, social supports. So having flexible funding to support people in permanent supportive housing programs that do have opioid use disorder would be really important. Some other ideas we had talked about with the County, but we hadn't gone forward yet. But maybe we can consider doing something like a harm reduction vending machine at places like Community of Hope that are hotspots and additionally just want to extend us as a solution hopefully for if you do more data collection through Outreach. We have an Outreach Team that asks the questions everyday with our unhoused clients and can definitely tag team, so we have people with all races and languages and hopefully we want to be part of the solution. So, we have some ideas too, and we know we are very much impacted and really want to support housing in these efforts.

4. ADJOURNMENT

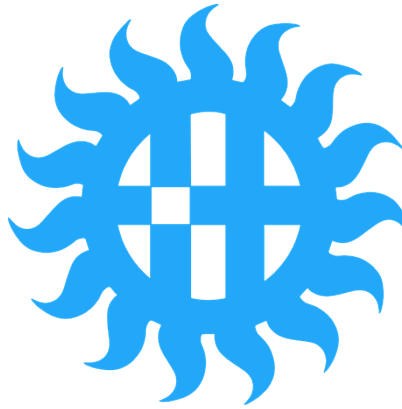
4.1

Councilor Becki Graham moved, seconded by Councilor Yvonne Flores, to Adjourn at 2:45 p.m.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Yvonne Flores
AYES:	Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

Mayor

City Clerk



MINUTES

Work Session

Monday, May 13, 2024 @ 2:55 PM

City Council Chambers, City Hall

PRESENT: Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

ABSENT:

1. AGENDA ITEM

1.1 LAS CRUCES LIGHT PROGRAM FIRST YEAR RESULTS.

Chief Jason Smith, LCFD introduced the topic.

Battalion Chief Matthew Hiles, MIH LCFD gave an overhead presentation.

Chief Jason Smith continued the overhead presentation.

Councilor Corran said it sounds like at the moment immediate short term funding requests are to increase capacity during the times when LIGHT already exists, right? That would be reducing the number of pending calls which you allude to. Do you have a similar sense of what it would mean to expand the hours of service and what would be the needs and what's the long-term plan for doing that, potentially? It sounds like it's needed, in the immediate short term, to expand the capacity during the day. But what would those look like and when? I'm very excited for you all to keep on rocking, I guess. So, I'm just curious if you can outline some of, the even longer sort of future plans?

Chief Jason Smith said I'll try to capture what we're going to be looking at in determining if I may like you were talking about after hours, overnight going to a 24 hour a day type model. If that's correct on this type of graph, what we'd want to see is

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that call demand, that demand for service increase overnight. So, once we get past those operating hours for they're still to be calls within our call types that are happening that we need that social work and co-response model too, that'll be the trigger for it. Also, we have to find employees who are outside of the fire service that are willing to do shift work, graveyard, things like that to fill in those positions. I hope that was giving you the data point we're going to look at.

Councilor Corran said it's helpful. I just wonder is it possible that this is like a cyclical data point where you aren't available, so therefore people aren't dispatched, and the call is not categorized in the way that would be most useful and is there room to have better data in that area?

Chief Jason Smith said we did work with our dispatch center on getting those call types as well as times where PD's on the call and it's a direct request for LIGHT. This chart here shows both the pending calls, as well as the calls outside of the service hours. You can see that they are dropping down on an annualized basis, well below one an hour.

Councilor Bencomo said I feel like I cheated a little bit because I got to hang out with the LIGHT Team last week on Wednesday. So, I got to pick their brain on so many of these things. I just feel tremendously grateful for allowing me to come hangout with you and to tag along and just for talking with me. Obviously while we waited for a call to be dispatched on, I just sat and talked with them. Then I guess both fortunately and unfortunately there was a call and I got to see them in action and as Allison and Mike, just thinking about it makes me want to cry a little bit because I was just really impressed. It was actually a call where the officer was dispatched, an officer called Project LIGHT to the scene, and they ended up transporting this person to Santa Teresa, this person wanted to go to the PEAK, and they transported them to there. Like that is the level of care that Project LIGHT is providing to our community, and I'm just really impressed. I will repeat this over and over because I think repetition is key but Project LIGHT to me has always been about pairing the right first responder to the right emergency. I think we're more than a year out and I just think we've shown the success of that and the intentionality behind that and how effective that is. Caring for people who are in distress and pairing the right person to that distress. I know that dispatch is hiring a lot of new folks. I'm really excited that they're not being hired where this is the norm, right. Because I imagine it was a little difficult at first for dispatch to call in LIGHT or whatever. Can you just talk about that Chief, the growth of the partnership with dispatch? It is exciting that these folks will now come into a place where just LIGHT has always existed and I think that will be a really good thing.

Chief Jason Smith said I can try I don't know if I can speak very well to the efforts at dispatch. But one of the things we did when we constructed this team and how we would respond. It was important for us to work within the frame of mind that our dispatchers already have, and they were already categorizing these call types as suicidal ideations, suicide attempts, behavioral issues. So, we built that on the backend so it would automatically make that recommendation, for the dispatcher. So as soon as LIGHT 1, LIGHT 2 is in service and that call type comes in, that team is already being recommended by the CAD. So, it took a little bit of that person effort out

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of it, to remember there's this resource I could tag on to this response. So, we built it that way. I do know as we transitioned to the 988 system, that our dispatchers are doing a lot more work of trying to screen these calls and figure out through their algorithm if that call, that person who needs help, can be sent through the 988 system. Although sometimes that occurs, I don't have that their numbers with me to refer to as how many times it's been in the last year. But we are trying to really build this as tiered system as we did for EMS response, where if 988 somebody on the phone if a scheduled follow up will work that's great. But if the person is in the need of immediate help, an immediate mental crisis then we want our LIGHT Team professionals to go there, and our dispatch center has been supportive of that.

Councilor Bencomo said I think that one of the conversations we had was about 988 and Paul Ford was there, and he was like 911 also took a really long time for people get the hang of, right? I don't know about that; I think 911 has always been a thing while I've been alive. But 988 is going to take some time, right. I think it's going to take some time for our community to really grasp on to what 988 could be, people are so used to calling 911 in any moment of distress, right. So, I think we have a lot of work to do there as well. Allison, I have some questions for you that I hope you can expand on because I think it's really important for my colleagues to hear from as well. Because I also talked to them about as well, the potential for growth especially outside of what we have right now. You brought up some really great points and I think this is why we always, you know I committed to them if I advocate for an expansion of growth that it will only be because they're advocating for it as well. Allison and the others, Mindy and Korina are the social workers on the ground and they're the ones saying, "our calls are taking two hours" and there is so much emotional labor that goes into one of these calls, that perhaps keeping firefighter hours is not conducive to that kind of work, right. I think you made some really good points around that but also around Healthcare Providers keep working hours, so just some of those things, can you expand on those?

Allison Stoner, Social Worker LCFD LIGHT Program said to speak to your question I would first just like to set a little bit of context. So, we did reference that three of our call types are overdoses, behavioral issues which can be anything from anxiety to psychosis and everything in between. What is included in a behavioral issue and the way a behavioral issue gets dispatched, it can be so many things. We're also responding to suicidal ideations, suicide attempts, CPR's and death. So, the intention of Project LIGHT as we look at it through numbers on a screen, it's hard to fully encapsulate the worth and the benefit and the healing that is really being offered on these calls, it's intense, right? We have the opportunity to walk into often times the most difficult moment of somebody's life and really what our job is, is to be attuned to that, it's to not look away, it's to say that we're here and we're not afraid of the fear, the pain, the suffering and to be present from the moment that we arrive to the moment that we either get somebody to the next level of care and/or we say we've de-escalated this crisis, and we can step away. I think what Chief Smith spoke to was we're looking to hire a coordinator because what we experience with our LIGHT Teams right now, we currently have one team operating at a time. Which means that we have one social worker operating at a time and what you see within the fire service is that you have crews of 3,4 sometimes up to 6 people that are getting dispatched to a medical issue. We have one social worker responding and we're often the social

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worker on these calls, when we are the primary team responding, it's often the weight of that call is usually the responsibility of the social worker, and it should be. But when we do start to look at are we ever going to get to something like a 24-hour model or maybe a 48, 96 like our fire crews are currently operating. I think we're going to need to see more support for that to be worthwhile and what I spoke to when we were having our conversation that one personally, I never expected to be a social worker working in the 911 system, that will continue to be the surprise and the honor of my life. But I have a really hard time imagining being on a shift for 40 hours and then getting called to a suicidal ideation, where I'm solely responsible for that patient's wellbeing. So, I think that those are in addition to the need of the community, which of course is an absolute priority. We want to make sure our teams are supported to provide that level of care. Where I am coming from at this moment, we don't have the full support to be able to say our expectation is for a LIGHT Team to run 48 hours and I'm going to be solely responsible for about 70 percent of that work.

Councilor Bencomo asked can you just also talk about the barrier of the Healthcare Providers? After hours it just also limits your options.

Allison Stoner said one of my favorite numbers to reflect to you all when we talk about the work of LIGHT is about 63 percent of the time, we being a LIGHT Team is transporting to something that is not the Emergency Department. That could be Mesilla Valley Hospital, Peak Hospital for an inpatient assessment. That could be that we call up somebody's therapist and say your patient is having a crisis, do you have the capacity to see them for a crisis appointment at this time. That could be we transport to that. It could be that we transport to any sort of safe location which that could be The Community of Hope, The Crisis Triage Center when it was available and hopefully will continue to be available in the future. So, we are looking for those alternative options once we get out of kind of the regular working business hours, we can still provide transportation to the Emergency Department. We can still provide transportation to inpatient hospitals for assessment. But we do lose those kind of alternative care transports and so then we sort of just again once we're looking at 911 calls for these specific types of calls, we do lose some of our options when most services close at 5:00.

Councilor Bencomo said actually I will say this about the co-response model. I am someone who has been really an advocate for eventually getting to a place where we separate the two. But in my conversations with all of you I think again it's really easy to philosophize about something when you're removed from the issue. But just hearing from Allison and Mike around how important the co-response model has been, you just never know what that call is going to be like, whether it was a little bit dramatized in the notes and that person just needed to vent and be heard or whether it truly was something that a little bit worse that absolutely needed PD involvement. I just again really want to thank you for providing that perspective to me. Again, it is easy to be up here and be like this is how things should be but listening to you about the barriers and these issues that you're raising it's just so, so critical, so thank you very much. As I left unfortunately they had to take someone to Santa Teresa and so the officer gave me a ride back to the station and I was talking to Paul Ford a little bit afterwards, as I've been reflecting on it I feel like I gained so much from our conversation and I know you are really, really busy and I know that you all keep

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incredibly busy schedules while you're on the clock. I guess I would have a little bit of an ask around, it's really about consulting around some policies. I left feeling like you all have so much on the ground experience about folks who are unhoused, about overdoses that I just would really love it if you were in rooms when we're talking about shopping cart ordinances, when we're talking about ordinances dealing with our unhoused community. I hope that you're part of this Advisory Council and that you having these conversations with the Opioid Settlement. Well, it felt like really important for me to name that today Chief, that I think this team has so much knowledge, wisdom and information to share that I hope they're being tapped into and maybe that's for Ikani as well, I hope they're being tapped into for consulting on certain policies that we're considering.

Chief Jason Smith said I agree and there are some opportunities where our team and our resources within the fire department are looked over or passed up. We are more than just displaying a fire truck. We have a lot of great people, a lot of great experience, a lot of knowledge and capability and capacity to contribute. I will say that for the Advisory Committee I do not believe that, sorry if I'm speaking out of turn. But I don't believe that anybody from the Public Safety realm on the Advisory Committee for the Opioid Settlement. We are one of the focus groups but there is nobody representing our experience on that Advisory Panel. If there are other areas where our team, BC Hiles or any of our Social Workers can assist and lend a different lens to the conversation or the issue, we are ready to serve.

Councilor Bencomo said I really believe that as well. I left just so grateful and impressed by the folks I got to speak with that day. I was just at the NMSU School of Social Work Hooding Ceremony. There was 80 MSW's graduating and 47 BSW's and the program group grew 20 percent for next year, so we got to go recruit some folks, I think.

Councilor McClure asked but do you ever expect them to call 911 and say I'd like to see Project LIGHT, people actually calling for that?

BC Matthew Hiles said yes it does happen, I couldn't give you an exact number or anything. But it is a specific request from somebody going in crisis and maybe it's not from that individual but maybe it could be someone that individual's with, a reporting party that we need the LIGHT Team, that's who we need, that's who we want.

Councilor McClure said for us I think we get a lot of calls of doing something and a lot of the times that is outside the realm of what we can do, but it's what you guys do. I wish we would talk a little bit more. I feel like you're the bright spots that we don't really talk about in the ways we could. A lot of the times when I'm going out and say hey there's Project LIGHT and people look at me with blank faces, we should not be doing that. Because they are looking for resources kind of like that Mom who emailed all of us to say, "My kiddo is in crisis, what can I do?" So, I would like to be able to, so that's my ask I have spoken to the City Manager already. That we tell your guys' stories as much as we can get some of the outcomes told. I would love to do that too because this is one of the brightest things we're doing right now, I think personally. Thank you for the work you're doing.

BC Matthew Hiles said the job they do is difficult, it's unique again, it's one of a kind nationwide, this isn't common nationwide. You have to have the right people and you have to pair the right teams and we have the right people; we've paired the right teams. They're the boots on the ground, they're the ones that make it happen, they're the ones that go and do the work. They're the ones that bear that burden when the call is over and it's hard, it's difficult. Mental Health is a serious issue, it's a crisis and they're seeing it day in and day out every time they show up and when they show up, they show up full force. I couldn't be more proud of these teams and that also speaks for MIH because they also step in and fill whenever a LIGHT team member couldn't make it that day. To congratulate Allison again on her LCSW Certification. I want to also mention that our other two Social Workers have also achieved the status of LCSW. So that's quite an achievement personally in their profession, but to have that under our roof and our programs, for our City is huge, it's very huge. So, my hat's off to them for all the hard work they do and again I couldn't be more luckier.

Mayor Enriquez said congratulations Allison and responding alone is something I used to say too when I was in prevention. But things have changed, it's not really prevention it's community risk reduction, so what you all are doing now it's tremendous, thank you BC Hiles, Chief Smith. You mentioned the stakeholders. I know like you mentioned Las Cruces Public Schools, I think it was on number 5 where so many under 19 years of age. So again, you work with the schools so they're probably in the system with either a Counselor or Social Worker or just kind of figuring out what's going on, like what triggered it or if they come in on an after-hour call. They're in the system with the schools, right? So, you have that working relationship with the schools?

BC Hiles said we do have a working relationship with the schools. As far as what they're in the system for being it's an acute crisis at the moment I don't have a direct answer for that. I don't know if Allison can highlight that a little for me, since she is actually the one that responds to them and gets to speak to the members of the staff at school.

Allison Stoner said to speak a little bit to our age breakdown specifically what we see in schools. I will also preface with that over the past probably three, four, six months we've seen more assets being put into the schools. I know FYI has staff in a few schools now but when LIGHT first started, we were being very heavily utilized by School Resource Officers. I mean again still within the school system can be such a wide range, it could be a student that said I'm feeling suicidal, maybe they made threats to harm themselves or others. I think this is my opportunity to speak to the partnership we have the Las Cruces Police Department and the School Resource Officers saying we might have one way that we could handle this situation but instead they're saying that we also know what LIGHT provides. We understand the way the LIGHT Program works. We understand that we might not be the most equipped to address this situation and that is a lot of what we get pulled into schools for is by School Resource Officers saying, "assessing this situation I think that this kiddo needs a higher level of care". I think that there might be things going on in the home that they haven't wanted to share with me, as the School Resource Officer. That's a lot of what we're seeing within the school system. I will also say just for the 0 – 18 years

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range we also we just see a lot of high acuity calls coming from homes and a lot of response for youth who are having suicidal ideation, homicidal ideation and just some really big behaviors and a lot of times you think about the stress that puts on the family system whatever that family system looks like. It really is often times somebody just calling 911 saying "I don't know what else to do". I know there might not be a simple solution. But we do see a lot of calls for youth specifically from both the schools and from just within the community of not knowing the next steps, how to resource those kids with the help that they need.

Mayor Enriquez said the other thing I was going to mention was Chief Smith you know you mentioned like being overlooked or passed by and not getting the information. One of those is the Triage Center that is something that was available, then not available. But moving forward we really like to have the fire department's opinion on how we would really help the LIGHT Program more, as opposed to how it was used before. But how can we improve on that and make sure that we get that to the County and to their coordinators or directors to see what contract goes into it and how it can benefit what you all have been doing.

Chief Jason Smith said on that front I know that BC Hiles as well as the rest of our LIGHT Team and MIH are talking with Providers and our Partners, who will be looking at reopening the CTC in the next few months. So they are definitely working together and sharing those lessons learned from the previous administration of the building.

Mayor Enriquez said I know I saw the numbers and you're looking at 1100 calls that go out and I know at one time it was like 900 calls that PD was doing on mental and behavioral. So, I know who's absorbing those now and it's been great for the reduction of the calls that LCPD has to go on. But one of the big components I always felt was when it becomes a crisis a lot of times what PD is responding to is a SWAT call and so is there any correlation or have you seen any data or breakdown numbers that there's a reduction in SWAT calls?

Chief Jason Smith said no we haven't looked at that number.

Mayor Enriquez said ok just see if that is in something the data with the mental and behavioral that leads to those type of calls and DC Urenda could probably get his staff and see if there's any correlation with how the LIGHT Program. I think it's a true success. I think what you all are doing is great and I think there is just more of an impact that we're probably not seeing and what it's done.

1.2 A DISCUSSION OF REVENUE OPTIONS TO CREATE A SUSTAINABLE CAPITAL IMPROVEMENTS FUND.

Chris Faivre, Deputy Director Economic Development gave an overhead presentation.

Councilor Graham said so what I'm taking away is that when you asked people if they want their taxes raised, they're like "no". But when you tell them what this actually entails support goes up pretty substantially?

Chris Faivre said yeah as we got into our messaging specifically what our intentions

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were support for those various areas did increase. But it is important to note that at the onset of the survey the baseline question would you support a general GRT increase for these areas was at 51 percent.

Councilor Graham asked could we pop back one slide please? So, does this timeline imply that in July we would be bringing to Council the Ordinance where we would raise the GRT to the limits we can by Resolution or Ordinance or what is that Resolution if not?

Chris Faivre said what I think you would need to do at that point is to bring a Resolution forward for the full increase I believe, and I guess there is a few options. That you could go out for the ballot support, and you can follow that up with the Ordinance if it did pass on the ballot since it is sort of a two-part option there between the ballot measure and the Ordinance. But that Resolution specifically would be asking Council if they want to move forward with the ballot measure for the increase.

Councilor Bencomo asked can you go back one more? This struck me and I just want to just make something really clear for all of us as we move forward with this conversation. That in this survey this sort of focus group of folks, people are saying that the biggest issue right now is homelessness and people are also mostly in support of raising taxes that would go towards police and fire. I just want us to be really clear that police and fire will not fix our homelessness problem alone. So, it's just when we talk about raising taxes and what we invest them in that we're investing them in places that are actually going to solve our most challenging problems and so I'm just saying police and fire are not the only things that get to fix homelessness. So, it's really interesting the perception that's out in the community. I just wanted to point that out. Just so that I am clear through Ordinance for GRT it would raise to \$9 million and then by ballot measure 11. I'm curious if you're Finance Team is here if there's been any sort of equation or math where we say how about we do a little bit of both. How to do a little smash up of increase where we're talking about both GRT and Property Taxes, also do you know where around the State we land on Property Taxes on that value?

Chris Faivre said I don't specifically know where we rank with property taxes. But to your first point there is an option per Ordinance on both Property Tax increase and GRT increase.

Councilor Bencomo said the only concern I have with going to the public for \$11 million is that would be our cap, that would max us out and we would not be able to raise GRT ever again? Correct, is that my understanding?

Chris Faivre said that would put us at the max on our current taxing authority as a municipality correct.

Councilor Bencomo said so I guess I would like to know better the implications of that whether positive or negative. I just think that's an important consideration and as we move forward and if we're talking about sort of needing a certain threshold that's why I proposed those, perhaps doing a little bit of tag team between GRT and Property Taxes.

Chris Faivre said so via Ordinance Council could increase property taxes using their unused portion of their taxing authority which would generate roughly \$6 - \$7 million annually. The example here is on a home valued at \$300,000, has an assessed value of \$100,000, you would be looking at roughly a \$100 a year increase on the property taxes. I think that works out to about \$8.00 a month on that increase and then additionally via Ordinance for GRT that's another \$9 million that Council could implement.

Councilor Bencomo said I would love us to look at that option and I think listening that this is for the public I know that this is a scary conversation, and the reality is that we're behind on offering quality services to our community when it comes to parks, when it comes to libraries, when it comes to these very quality of life services. We just don't have enough money for and GO Bonds just aren't meeting that need necessarily every four years. I think it's an important conversation, I know it's hard, I would love to see for me I think it's important to think about the multiple options that we have in front of us and not totally exhaust the one option immediately. That's sort of where I'm standing.

Councilor Flores said so property taxes are you talking about homeowners or are you talking about property owned by businesses or how does that work?

Chris Faivre said this is specific to homeowners. There is a property tax assessed for commercial, but this was specifically for homeowners residential.

Councilor Flores said I think if it's only for homeowners there is going to be some push back because the GRT is on what goods and services that people buy. So, it would be good to make that distinction and then if the City Council was to pass an Ordinance for \$9 million, you know what I'm inclined to say is let's see if we can do a ballot measure and then everybody votes on it. Then if it's not voted on by the voters then we can go to an Ordinance. But I think that people will want to vote on that and not leave in entirely to City Council. That's my two cents.

Mayor Enriquez said I have no problem with exploring other options. I think this is something definitely that we need to move in this direction as Mayor Pro Tem said we do have where we're falling behind on things and I can speak personally to Public Safety whether it's fleet, whether it's uniforms, whether it's stations. There's no plan on how we're going to get those filled. We had to put Fire Station 3 on the GO Bonds, Station 9 on the GO Bonds. But before that there was never and how do we sustain our fleet even for police and how do we move forward. I think this is the best steps we can do, to have a restricted fund that's for Public Safety and Quality of Life and road improvements, those things that come up that we're not taking away from the General Fund and that way you know we're not as tight in trying to see in priority what we're going to do. We already have it prioritized so I would be looking for a consensus for the rest of the Council here on do we move forward?

Councilor Mattiace said well Mayor I agree with you I think there's a lot of things that need to be repaired, fixed and made better in the City of Las Cruces. I am glad that

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the people will decide there is going to be a referendum right or a Bond issue that they will be voting on, if we do the Gross Receipts Tax?

Chris Faivre said yes that would be the option, that would go out to the public.

Councilor Mattiace said that would be the \$11 million.

Chris Faivre said yes, I think you could pose the question to support both the \$11 million and then Council would enact the other portion of it via Ordinance so correct.

Councilor Mattiace asked is there any other increases that we're proposing like electric bills, or any utility bills increases coming forward? I would prefer not to have it on property tax. You know we're real concerned about the unhoused and affordable housing, and I think we could leave the property tax where it is, and I prefer the Gross Receipts Tax increase.

Chris Faivre said at this time I am not aware of any specific other increases to utilities or otherwise. I don't know if there's anyone from utilities here to comment on that. But I could certainly get back to Council on that.

Councilor Mattiace said again a lot of people are struggling with the inflation and the cost of the things going up. But I think if they're going to be allowed to vote on it then I would support that.

Sonya Delgado, Assistant City Manager said utilities is currently starting their rate structure so they will be going through that process, and they should have that done I would believe in the next fiscal year 25.

Councilor Bencomo said just as the Vice Chair of the Utilities. I do want to say that Utilities is struggling with the same thing, the really outdated infrastructure and figuring out ways to keep up with a growing City that has a lot of needs around water, wastewater and those are yes sinkholes. Those are really big issues and of course the Electric Utility does not belong to the City.

Councilor Mattiace said I realize it's an Enterprise fund and that utility fund if I can remember going through the budget. There was quite a debt for I believe the retirement PERA in the Enterprise Funds. Do we have a large amount that is due this year for the PERA reimbursement, Ikani?

Leeann DeMouche, Finance Director said to answer your question Councilor Mattiace no.

Councilor Mattiace asked that's a good answer, but when will that be?

Leeann DeMouche said it is as in all things we have a list of people that are eligible to retire that doesn't mean that they will retire. I mean at one time this is a new ruling for Gadsby's, but it is not that kind of obligation. It does sometimes when we're trying to

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take on debt and things that is a considerment, but it is noncash item, so it is not necessarily something that is going to be affecting our budget. It's on the balance sheet.

Councilor Mattiace asked not on the General Fund?

Leeann DeMouche said the General Fund has it as well, but again it's a noncash item. So, it's on our Balance Sheet sir.

Councilor Mattiace asked we just carry it?

Leeann DeMouche said we do sir.

Mayor Enriquez said thank you Chris, based on the visual I got from the consensus, is to go ahead and move forward.

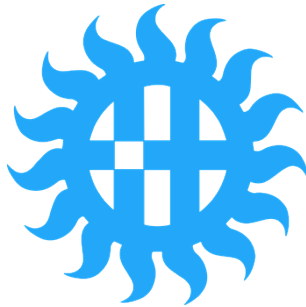
2. ADJOURNMENT
2.1

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Adjourn at 4:01 p.m.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becky Corran
AYES:	Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

Mayor

City Clerk



MINUTES

City Council

Monday, May 20, 2024 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores

ABSENT: Councilor Becky Corran

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR GRAHAM.

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR GRAHAM.

Councilor Graham presented Detective Kenneth Davis with a proclamation for National Police Week.

Councilor Graham presented David Sedillo and Adrienne Widmer with a proclamation for National Public Works Week.

Councilor Graham presented Larry Nichols, Chief Jason Smith, Chief Jeremy Story, and Adrienne Widmer with a proclamation for Building Safety Month.

Councilor Graham presented Deputy Chief Mike Daniels and Kenny Lujan, AMR Operations Manager with a proclamation for Emergency Medical Services Week.

1.3 JOBS OF THE WEEK.

Sarah Raney, New Mexico Workforce Connection presented Jobs of the Week.

1.4 PETS OF THE WEEK.

Amy Defelix, Animal Services Center of the Mesilla Valley presented Pets of the Week.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Michael Hays, Member of the Public said I live in Las Cruces. I have some questions about a secret Public Safety Select Committee. I do not know if it still exists or has been renamed or repurposed or terminated. I asked all of you many months ago but have not received an answer. Is refusing to reply to a citizen courtesy or to answer his question transparency? What is the status of this committee? If it was terminated, when and why? If not, why not? The charter of this secret committee states that its purposes are, "to provide information and advice on city charter and objectives" to city council. Is my review of many IPRA records discloses none indicating that the committee has done so. If it has not been doing what it is chartered to do, what has it been doing instead? Has it been securing council's approval for policies, programs or funding with a rolling quorum? The charter also states that the term of the select committee shall not exceed one year or the amount of time necessary to complete the specific established goals and objectives of the committee. This secret committee has existed from late 2020 to at least early 2024. Its meetings have addressed amongst other topics cannabis, crime, domestic violence, homelessness, and excessive police force, topics suitable for public discussion. Without specific established goals and objectives, it could not solve even a part of one of these problems in a year or in a reasonable period of time implied by the charter. This committee has thus violated its charter. Has it occurred to any of you to comply with this charter? That is obey the law or has city council outsourced these responsibilities to an unaccountable illegitimate director to run the city by deciding important matters behind closed doors and then hiding those decisions from the public.

Jim Hurst, Member of the Public said I want to talk about separation of church and state. Based on the comments from last meeting, many of my fellow citizens have little knowledge or the appreciation for the concept of separation of church and state. Some of my fellow citizens commented to this council that the United States should support Israel because of promises and blessings the God of the Bible made to Abraham. They believe the stories in Genesis are historical facts no matter how unlikely they may be. They have no problem with Sarah giving birth to Isaac at the age of 100 years. They accept these historical facts, the burning bush, the plagues of Egypt, the pillars of fire, the revelations to Moses, the conquest of Joshua, the strength of Samson, the sacrifice of Jephthah his daughter, Jonah and the great fish, and similar stories. Their faith tells them such stories are true, it is their faith. They have a right to their faith no matter how unlikely it may seem. We call that religious freedom, but you council members do not have the right to base public policy and law on your faith. We call that separation of church and state. You must base law on reason and facts not your religion. Not the teachings of your books of faith, not on religious traditions, not on the edicts of holy men. That is what is required by the

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principle of separation of church and state. The population of Las Cruces is overwhelmingly Christian at least nominally but many who live in Las Cruces subscribe to Islam. They believe different stories. They believe Mohammad flew on the back of a winged horse. That story is not anymore unlikely than many of the stories of the Old Testament. They have the same claim and right to believe the stories and promises of the Quran that Christians have to believe the stories in the Bible. Again, we call that religious freedom. Equality under law requires freedoms given to one to be given to all. I realize that the question for support for Israel in its conflict with the Palestinians is no longer under consideration by this body. What also should not be under consideration is any compromise of the principle of separation of church and state. However, you choose to act on any policy or ordinance must be grounded in reason not religion. Fidelity to the state and federal constitutions demand no less.

Juan Garcia, Member of the Public said today I want to speak about political hypocrisy. Some members of our council who recently highlighted an article in the Bulletin where they had been the subject of verbal vitriolic attacks and threats of violence. This behavior shouldn't be tolerated and punished when appropriate and serves no purpose other than to incite a possible violence attacks against those individuals. The DA has also been subject and received threats but what happens when our elected officials are the ones, do their words promote aggression against innocent individuals or add to the national divide or those same officials call for the dissolution of organizations who are sworn to serve and protect. What happens when public officials to their distorted and biased comments incite violence against law enforcement officers and their families. In 2021 Haitians crossing the border illegally who were allegedly "whipped" by CBP. Our President stated, "I promise you those people will pay", those being border patrol agents, but he could not utter those words. And he continues, there will be an investigation under way now and there will be consequences this is before all the facts were available and as we all know the allegations were false. Let's continue memory lane to Las Cruces where one of our councilors stated, "good morning, woke up with an itch to abolish ICE, abolish la migra. I am absolutely livid at the pictures of border patrol agents chasing down Haitian families on horseback. The Border Patrol is a cruel, racist, and rooted in white supremacy". Abolish ICE, La Migra, the Spanish reference for Border Patrol. What is the purpose of wanting to abolish ICE? So, folks that are here illegally can't be deported or abolish la migra? Is that so the border can be unprotected? Why do we have a desire to normalize illegal activity. So, we have a councilor using inciteful comments, once again attempting to further racial division that was wide condemnation by the council when citizens came to present their legitimate grievances against criminal activity. Yet when the pro Palestine Militants screamed and disrupted this chamber and verbally assaulted Councilor McClure not one word was said. Political hypocrisy.

Eddie Thomas, Member of the Public said first of all let me commend you on removing the agenda item that was proclaiming a ceasefire in the Middle East in the last meeting. It was prudent and wise given the divisive and possibly destructive and violent nature of the situation. The city council meetings are to discuss city matters that affect the citizens of Las Cruces not wars on the other side of the world. You have enough to deal with here in our city. Like crime, the homeless, drug addiction,

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and the mental health crisis that people are experiencing currently. With that said, let me begin by saying that the current business model to house the homeless is not sustainable in its current trajectory. You are building hotels for them, and their numbers continue to increase. What are your plans going forward as they fill up? Are we going to see tax increases as you build more hotels to house them? At what point does this stop? Are there any plans to stop? Are there any plans to rehabilitate them with drug abuse programs, counseling, part time work opportunities, etcetera. Let's save the ones that we can. The Mano y Mano program is a good start, but we need to build on that. Now let me switch to crime. I understand that we have a building delegation to go to Santa Fe and lobby on our behalf. Las Cruces seems to be red headed child that the Governor and Legislature want to ignore. So, my pitch to you is this, the Senators don't listen to us. So, the delegation that you are planning to form and send to Santa Fe is a good idea so that we can maybe affect something in the round house. The last time that the senators paid any attention to us is when Matt Walsh a conservative voice spoke at NMSU. There was a letter written in condemnation scolding the President of NMSU at that time and some of you here on this council signed off on that letter. So that tells me a lot about where your minds are about the coming programs that will affect Las Cruces. I would be real interested to know that when this delegation goes up North what you are going to advocate for. Are you guys truly going to advocate for us or are you going to side with the Governor? I would like to know who is going and what the agenda items are.

Dolores Lucero, Member of the Public said I would normally not come to you with this notice today but because of all the conversation over crime and disruption in our city my street was hit on April 23rd at 3:04 a.m. There are 24 houses on my dead-end street, I am at the top of the street and at 3:04 a.m. I am sure I was not the last street that was being affected that night. I live about a half mile from the Public Safety Building, that doesn't deter those who want to be thieves. On the cameras of which I do not have there was two very young men dressed in black checking cars on the street, mine are safe in the garage, broke a few windows, stole a few things, did a little damage to property with a black truck, brand spanking new driving along keeping an eye on them so they can throw the merchandise into the back of the truck and then take off. I don't normally want to complain about things that happen, but I want you to know it's not in one location in this city. It is not just part of district whatever, it is across the city and I live in District 6. I am very pleased with your choice as our Chief of Police, having served under two Chief of Police during my term on council I can tell you that Chief Story is a thinker. He is a planner, and he is organized, and I feel comfortable and safe that he is leading this police force in this city. I ask you to please open your eyes, it's not just the poor. The person driving that truck I guarantee you either gave those two kids something, whatever it could be, money, drugs, anything on a Tuesday morning at 3 o'clock in the morning and I guarantee you I was maybe the last street that night because they were probably tired by that time but I was not the only street so please give our Chief and his uniformed officers all the care that they need not just in talk but in action.

Monique Romero, Member of the Public said I want to look at each one of you. Every single one of you specifically and ask how could you? Obviously, I am here with Las Cruces for Palestine and I am here to represent the people of Palestine. While you get to go home to your family, to your children, to your car, anything that you own how

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can you peacefully go about your day knowing that there are innocent lives being murdered as we speak. Over six million people in the Gaza strip has been displaced, over 30,000 have been killed or badly wounded. Knowing what is going on and understanding how can you continue your day-to-day life without being frustrated, without feeling empathy for these people? How can you not see Palestinians as human beings? Do we need to go back and educate ourselves about equality? Its 2024 and why are we traveling to the past? I want to say that we do not agree with the action of Hamas. You can say we are pro-Israel or pro-Palestine, but we are not pro-Palestine we are simply anti-war, and we are not complicit in this current genocide going on. So, what I am asking is for the city of Las Cruces to demand an immediate and permanent ceasefire in Gaza. Specifically, Las Cruces has sent \$30,000 to fund this genocide so there is no denying that Las Cruces isn't just as complicit.

Vee Quevedo, Member of the Public said I am a resident of District 1 and member of Las Cruces for Palestine. A lot of folks chose not to come today out of disgust for this council's conduct two weeks ago that denied even a conversation about genocide but you gave genocide supporters a lot of time so I thought maybe you should listen to humanitarians to. Craig Mokhiber, human rights lawyer and former UN official has said that there are 193 countries in the world, US politicians and meetup corporations say you can criticize 192 and you all proved that two weeks ago. There have been more humanitarian aid workers killed in Gaza then in all the wars in the world over the last 30 years combined. In just the first four months of this genocide more children were killed in Gaza then in the past four years in all the wars in all the world combined. In just the first three months of the genocide more journalists were killed in Gaza then in the entirety of World War II and the Vietnam War. As of May 3rd, this became the deadliest war for journalists in all of history. In case anyone still cares about international law let's talk a little bit about international law. Israel's occupation of the west bank in Gaza means that according to human rights law its actions are regulated by the Four Geneva Conventions and additional Protocol One. The occupying power faces specific obligations in territories it occupies. Articles of the Fourth Geneva Convention provide for civilian protections in all occupied regions, bans collective punishments, and bans for its displacement. Protocol One bans warfare that causes widespread long term and severe damage and weapons that cause various suffering like the white phosphorus that the US provides. It bans and discriminates attacks civilian populations and the destruction of food and water, bans weapon whose scope of destruction cannot be limited to the one-ton bombs that the US provides. It also defines warfare that cannot be distinguished between civilian and military targets as war crimes. Protocol One provides protection for woman, children, and medical personnel and journalist and bans attacks on places of worship. Do you not care about international law? We can talk about US law that we are breaking. The Leahy Law, the Foreign Assistance Act Arms Control Export Act conventional arms transfer policy, national security memorandum 20, a signatory to the Geneva Convention. We are violating the United States legal obligation. Apparently, we have not no moral obligation, but we do have a legal obligation to prevent genocide. There have been three court rulings both national and international that have found credible evidence that US backed Israel is committing genocide. So please tell me why two weeks ago five members of this body caved into the lies that have been used for 76 years to dehumanize Palestinian people, five votes for starving children, five votes for genocide. US weapons are being used to attack refugee camps. To murder families in

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tents right now. Anyone supporting what the US and Israel are doing and anyone pretending that neutrality is an option should check their morality at the door.

Elizabeth Bennett, Member of the Public said I would like to thank Councilors Corran and Bencomo for their courage, for the rest of you I have come to bring you some news. The US funded Palestinian genocide didn't go away because you decided not to talk about it, on the contrary we are in the darkest hour. The bodies are piling up in hospitals with no supplies. The living are cut off from water and food and aid trucks are lit on fire outside of closed border crossings. Journalist and aid workers cannot enter, and desperate civilians cannot flee the relentless dropping of bombs and white phosphorus. Meanwhile half of the world just struggles to convince the powerful few that the genocide must end all while our government sends another billion dollars of taxpayer money to keep the whole thing going. Some of us who choose not to look away have been witnessing absolute hell on earth, unfiltered for seven months. For seven months we have been trying to do everything we can, follow the proper protocol and procedure to beg the people in power to stop the unchecked US sponsored slaughter of Palestinian men, women, and children and time and time again we are met with hostile aggression or cowardous silence. You, our elected officials, the leaders in our community, the people granted the power and authority to amplify our voices, the absolute very least you could do is to call for the carnage to stop but many of you, most of you chose silence. I am an alumni of NMSU and a proud public servant but you and many other leaders who watch and say nothing you all make me question who and what I am serving. I am so fed up with this facade of institutional decency. It means absolutely nothing when we systematically decide that we are ok with children being crushed in their sleep and peace advocates being beaten in the streets as long as we don't disturb the comfort, peace and land grabbing plans of the powerful. The children and young people of the world are begging us all to wake them up from this gruesome nightmare but instead our leaders choose to sleep in comfort. For anyone still listening please do not give up the fight for the soul of humanity versus the insatiable appetite of global imperialism. Please continue to call for the boycott, divestment and sanctioning of the Israeli government. Please continue to call your elected officials demanding an immediate and permanent ceasefire.

John Olivi, Member of the Public said I represent the pickleball community. We would like to know why we can't share 14 courts that are being so rarely used and we are losing pickleball people. We can't play. We have got hundreds of players, and they are beginners and intermediates, they cannot play. We have eight courts, and we will never have enough. If you line those courts, we will come, and I guess it's the Parks and Recreation will not listen to us. I have had meetings with them, two meetings. Lions is off the table, Young Park is being vandalized because we can't play there. I can't teach children, parents, handicapped, families. This is the only active family sport that they can play and there is no gender. We need your help. We need you to finally speak up to get us these courts. Lions dedicated these courts for all recreational purposes, not just tennis and no one knows about this contract because none of you were born before 71. But this was 1971 when it was dedicated for all purpose uses. I tried to show Parks and Rec all the names dates and times that use Young Park who was not accepted. I can't prove anything to you if you don't accept anything or you don't line the courts.

Why can't we get these courts? We never got a great answer. Please help us. All we

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are asking you is to please. I have to tell you this, Mr. Franco in my opinion, working with him he has denied us these courts. No reason whatever. I mentioned Lions Park and he looked me right in the eye and said off the table. He didn't know I had this contract. This contract says all purposes on Lions, and we need Young Park so that it doesn't get vandalized. Please help us out. We are hurting a lot of people and some of you people I have talked to up there, know how important pickleball is. The fastest growing sport in seven years in America. This Tennis Association will not work with us.

Diane Geiber, Member of the Public said I am here today representing the local Parkinson's community. Ten years ago, I was told by a neurologist that I had Parkinsons Disease. I frantically began researching the disease in the hope of finding something to slow the progression. What I found was while medication helps with symptoms exercise was the only thing that can slow the progression and keep the many symptoms at bay. One day in 2018 while eating at McDonalds I saw Laura Smart wearing an Ask Me About Pickleball shirt. So, I tapped her on the shoulder and said tell me about pickleball and I have been playing regularly ever since. As a former tennis player, I found the transition to pickleball fairly easy. Currently I serve on the board of Parkinsons Support Group of Southern New Mexico and have been very involved with our Parkinsons community and support group. I wanted to share my love for this sport so badly with others in the group. So, with the help of coach John Olivi who just spoke I was able to fulfill my dream. We are so grateful for Parks and Rec to allow us to use the multipurpose room at Meerscheidt for our weekly sessions at a nominal cost. We began this journey December of 2022 with a few brave people who came out to see what all the hype was about. Since then, it has grown to approximately 10 regular players to have improved exponentially over time. In fact, we are almost outgrowing the room. While playing with others who aren't burdened by the many challenges of Parkinsons is impossible, finding somewhere to play outside our little room was virtually impossible. We wish there were more opportunities to play as we enjoy our once-a-week sessions so much and it has helped me and others with our progressing symptoms to keep them at bay. The best part of pickleball is that when I am playing that I forget I even have Parkinsons. I would play every day if I could. Thank you for listening to my story I hope that soon we will have more courts available for all to play, people with disabilities, young children, families and seniors. This sport has literally changed my life for the better and I am sure that many others feel the same. I would like to thank Becky Corran, for her support in assistance and implementing improvements to the Rincon Hills Park pickleball court.

David Pratt, Member of the Public said I am a stroke survivor and Diane's Parkinson's group has been kind enough to let me play with them because we have comparable limitations and I just want to say that having access to more pickleball courts would be ideal.

Kathy Short, Member of the Public said I just would like to say that with the overabundance of pickleball players and the lack of courts we are running into frustrations, and I am afraid it is going to become a safety issue now because people are getting frustrated with lack of places to play.

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Preston Gambardella, Member of the Public said so like most good ideas I began with my wife who decided she wanted to find something for all four of us to be able to do together so she said she wanted a pickleball set for Christmas stocking stuffers, so I said you got it. So, 20 bucks later we were out at Apodaca Park playing together as a family so the four of us hanging out doing our thing. We had no idea, watched YouTube video of even what the rules were. Some of the pickleball community connected with my kids' school and began to teach them, they go to Mesilla Valley Leadership Academy and soon began to teach some of the kids the basics of the game. How to play you know that kind of fun stuff which spurred them on to drag my wife and I out more and more. Just last week I was able to play three times during the week with my kids. So the first night it was 5 o'clock, we got to the courts my son and I were able to play no big deal. By the time we left about 7 it started to get pretty busy so Tuesday night my daughter had her last game at Meerscheidt, basketball so we decided we would go by after that and play a few rounds and unsuccessfully though the courts were packed and we didn't want to wait an hour to play. So we went back again Thursday night same situation. So, when we do that we started kind of driving past the tennis courts there on Picacho at most three courts were being used of whatever 12 or 14 courts that were there. I am just trying to understand how we have kind of a disparity between overflow and empty. So that is essentially what we are asking for paint the stripes, you don't necessarily have to take the nets down, they just flip and it's a good family activity, so it's been great for my family and I to spend time together and we have enjoyed it.

Susan Cabello, Member of the Public said I am Executive Director of Downtown Las Cruces Partnership and the Las Cruces Arts and Cultural District. This weekend we celebrated our third annual Lit Fest and fourth annual Generations Community Writing Project Reading. It was a great success. We had it at the Dona Ana Arts Council, Film Las Cruces and then finally at the Rio Grande Theatre. We rolled in as the PowerPoint was going, the chairs were set up correctly. Our event is people in the community that are paired together that read so we are all amateurs all the time and they had a really professional way of dealing with us as in answering all of our questions and anticipating our needs. Councilor McClure did our closing comments for the reading, and we appreciate that as well. She is a Generations alumni from our first cycle. Thank you for making this possible and making it happen every year. It is such a great community event. We are working on a new project which is a business fair. We are calling it a speed dating business fair as of today. Our copy is due tomorrow so it might change. It is going to be asking small businesses who are new or emerging and then we are going to pair them in groups and let them sit down at tables with community resources such as City of Las Cruces, it's going to talk to you about your data services. We are going to have WESST SCORE, New Mexico Main Street is going to table. It is just a whole bunch of different organizations and our economic development ecosystem. So, it is not lectures, it's not speeches, it is one on one assistance all day long. We are going to provide coffee and lunch. It is a \$10 ticket. I have scholarships available. I hope that you can help us get the message out about that as well. I gave Christine some prints from our art show that is still up at the Rio Grande Theatre. It is called West of Eden. They will be there until the end of the month. It takes just a few minutes to stop by and see them. I hope that you do before they leave town.

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Sarah Smith, Member of the Public said thank you for focusing on the many local issues that you were elected to work on. As you know our community is continuing to suffer under high crime and repeat offenders are responsible for a large portion of this crime. If you look at public records you can see that there are men committing dozens and dozens of crimes only to be released on to the streets because they are labeled as incompetent to stand trial. For instance, one of the top repeat offenders was charged 63 times over a year and half period with offenses including criminal trespass, possession of illegal drugs, assault, property damage, indecent exposure, shoplifting, and unlawful carrying of a deadly weapon. Another top repeat offender had 56 charges including trespassing, shoplifting, assault and battery, meaning he physically harmed someone. These and many other top repeat offenders have 999 W. Amador listed as their address which means they are homeless since that is the address for the Mesilla Valley Community of Hope. You have had numerous business owners and residents come before you to ask you to help. Their businesses and homes are being vandalized. Windows are being broken. Property is being taken. People are being threatened and harmed but we are told that there is no way out until the legislature changes the state law. The Governor's upcoming special session in July is a prime opportunity to push for the changes we need. Several of you have expressed support for legislation that is aimed at making sure that criminals that are labeled as incompetent are not just released back to the streets of Las Cruces. Will you as a public body please sign a resolution in support of competency legislation and urge the Governor and Legislators to take action on this during the July special session? Our Dona Ana County Legislators have been largely silent on this issue, and we need your help. Will you please speak up for us and send a powerful resolution to Santa Fe that we need competency legislation now.

William Gilman, Member of the Public said I wanted to comment on the shopping cart ordinance that has been proposed. It seems to me that this ordinance is treating shopping carts as a proxy for more serious crimes. We are saying that homeless people are often pushing around shopping carts. A lot of homeless people with mental illness, addiction and whatever are the ones committing a lot of these burglaries and vandalisms as that individual just said and doing something about the shopping carts will nip that in the bud and I just don't think that is the case. This seems to be based on the broken window theory of criminal deterrence which is named that because as somebody articulated as a property is abandoned then a window gets broken, and nothing gets done about it and then people see that as a signal that they can continue to escalate their behavior. This theory was kind of widespread in the 80's which promoted the stop and frisk program. If you nitpick on the little things the big things become less of a problem and that has pretty much been debunked. It turns out that crime goes up and down for a lot of reasons. A lot of national trends and when you control for those it doesn't really make much of a difference but what it does do is create a lot of liabilities for police departments and cities. They can be sued for inconsistent enforcement, for civil rights violations and stuff like that. So, I feel that by not increasing the public safety it will increase the liabilities and lawsuits and be very expensive for the city. The criminal justice system is composed of two distinct and separate parts. If police who investigate crimes and the district attorney's office is who prosecutes them and there is a third piece which is the sentencing and each of those pieces has its flaws. There doesn't seem to be much emphasis on investigation. People have said how the number of crimes reported no longer reflects their reality

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because people have lost confidence that there will be any sort of follow up. I think that the department in my opinion need to put more resources into investigations so that people can have that confidence and if people knew that even if there is video and photos that would be followed up on and be tracked and there would be more likely be apprehensions and etcetera. Second piece as she said prosecutions, we need to find some way to prosecute those people who are deemed incompetent and clearly hold them if they are a threat to the community which requires a judge signing something which can be done digitally. Just send them a message and say this person is a risk for this reason please hold them. The third piece is sentencing. There is no place for these people to go. Look up Code Blue, it's a special education institution with people with severe psychiatric disorders, we can adapt for adults. What's your legislative priority?

Jorge Aguirre, Member of the Public said I am a long-time resident. I am here perhaps to tell you something that you already know. I want to remind you that a lot of the criminal problems that we have are caused by poverty and a lot of the things you are dealing with are things that you didn't cause. You know like climate change, immigrant crisis, and war abroad, but we do have to deal with the consequences, right? Which is increased poverty and increased inequality and some of those poverty processes are caused by historic legislation that the city enacted many decades ago. Like zoning that requires minimum city parking and minimum parking, offset for buildings, right? So, I would like to request that those are removed. There is also a huge emphasis on building car centric infrastructure which forces people to spend a large portion of their income on a vehicle because it is the only way around the city. I would like us to consider making sure that this is a standard part of our city that we build alternative modes of transportation so that people can bike, use a wheelchair, and take a stroller don't have to risk their lives to cross every street just because drivers are impatient. Largest cause of people's poverty is housing and transportation. One large portion of housing cost is the lack of offer. So, if you can modify our city regulations so that we can facilitate building and construction of high-density housing, maybe high-rise apartment complexes and also public transportation of course but pedestrian and citizen centric infrastructure instead of car centric infrastructure so we don't have to have a large portion of our income go to the auto industry.

4. ACCEPTANCE OF AGENDA

Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to accept the agenda as presented.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Yvonne Flores
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF APRIL 15, 2024.

5.2 WORK SESSION OF APRIL 22, 2024.

6. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

- 6.1 RESOLUTION NO. 24-115: A RESOLUTION TO AWARD PROFESSIONAL SERVICE AGREEMENTS FOR CIVIL ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO A&E ENGINEERING, LLC; BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; FRANK X. SPENCER & ASSOCIATES, INC.; HORROCKS ENGINEERS, INC.; JOHNSON, MIRMIRAN, & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MOLZEN CORBIN AND ASSOCIATES; SMITH ENGINEERING COMPANY; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$2,000,000.00 EACH, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-050).**
- 6.2 RESOLUTION NO. 24-116: A RESOLUTION TO AWARD PROFESSIONAL SERVICES CONTRACTS FOR GENERAL ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; DANIEL B. STEPHENS & ASSOCIATES, INC.; HDR ENGINEERING, INC.; JOHNSON, MIRMIRAN, & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MOLZEN CORBIN AND ASSOCIATES; PARKHILL, SMITH & COOPER, INC.; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; TERRACON CONSULTANTS, INC.; WATER WORKS ENGINEERS, LLC; WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS; AND ZIA ENGINEERING & ENVIRONMENTAL CONSULTANTS, INC., IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$2,000,000 EACH, FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-051).**
- 6.3 RESOLUTION NO. 24-117: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET AND THE FY2024 CAPITAL IMPROVEMENTS PROGRAM (CIP).**
- 6.4 RESOLUTION NO. 24-118: A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2024 BUDGET AND CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR THE BONDS DESIGNATED AS TAXABLE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2024 (2024 GO BONDS).**

7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

- 7.1 RESOLUTION NO. 24-119: A RESOLUTION AUTHORIZING A CONTRACT FOR ONLINE MARKETPLACE PURCHASES WITH AMAZON.COM SERVICES, LLC OF SEATTLE, WASHINGTON, VIA OMNIA PARTNERS / PRINCE WILLIAM COUNTY PUBLIC SCHOOLS CONTRACT NO. R-TC-**

17006, FOR A TERM THROUGH JANUARY 18, 2028, IN AN AMOUNT NOT TO EXCEED \$500,000.00 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-091).

Suri Molina, Buyer gave the overhead presentation.

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 24-119.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

7.2 RESOLUTION NO. 24-120: A RESOLUTION TO AWARD PROFESSIONAL SERVICE CONTRACTS FOR UTILITIES ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO A&E ENGINEERING, LLC; BOHANNAN HUSTON, INC.; COBB, FENDLEY & ASSOCIATES, INC.; DANIEL B. STEPHENS & ASSOCIATES, INC.; HDR ENGINEERING, INC.; JACOBS ENGINEERING GROUP, INC.; JOHNSON, MIRMIRAN & THOMPSON, INC.; KIMLEY-HORN AND ASSOCIATES, INC.; MAGNOLIA RIVER SERVICES, INC.; MOLZEN CORBIN AND ASSOCIATES; MILLER ENGINEERS, INC. DBA SOUDER, MILLER & ASSOCIATES; STANTEC CONSULTING SERVICES, INC.; WATER WORKS ENGINEERS, LLC; AND WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$2,000,000 EACH FOR A PERIOD OF FIVE (5) YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-052).

Virginia Barela, Buyer II gave the overhead presentation.

Councilor Flores said our script says it’s for a five-year period not a four-year period.

Virginia Barela said I will need to check to verify if that was error on my end. It does say in the title for a five-year term.

Councilor Flores asked it is an allocation of \$2 million for each contract entity?

Virginia Barela said yes that is correct. So, it would be \$2 million per vendor per year.

Councilor Flores asked is that \$8 million?

Virginia Barela said there are 14 vendors total.

Councilor Flores asked that is going to be allocated? What happens if say Molzen Corbin makes more of a request, more than \$2 million but it’s the best buy?

Virginia Barela said the \$2 million is going to be set by you today. If there were an event that were to happen that we were potentially to exceed \$2 million with any

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vendor, we would bring that again before council for you to review it for you to approve it. Should you approve it we would move forward. If you did not then we would be kept at that limit and we would have to entertain other options.

Councilor Flores said this is over a five-year period and so we are allocating money henceforth in advance, \$2 million per entity, five years in advance. So, happens if rates go up? What happens if the money isn't expended on that particular provider?

Virginia Barela said this is just allowing us to spend up to \$2 million with each vendor on an annual basis for any projects that are brought to council and approved by council through each budgeted fiscal year. As part of the proposals that each of the individual vendors did submit to us, they did give us hourly rates and rates for the services that they did provide. Should they want to amend those rates their hourly rates that they charge us for this contract again that would be something that we would have to bring forward to council to make that amendment to that contract.

Councilor Flores asked the allocation of \$2 million for each vendor is set aside just for the use of those vendors and it is done to do it expeditiously?

Virginia Barela said yes.

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to Approve Resolution No. 24-120.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

7.3 RESOLUTION NO. 24-121: A RESOLUTION ADOPTING THE MUNICIPAL ADOPTED BUDGET FOR FISCAL YEAR 2024-2025 FOR THE CITY OF LAS CRUCES, NEW MEXICO ON MAY 20, 2024.

Jacqueline Rubalcava, Budget and Grand Administrator gave the overhead presentation.

Leslie Vaquera, Member of the Public said I am a freelance graphic designer and photographer. I am just very grateful to be here. I won a grand prize from Visit Las Cruces, and they reached out to me saying that they want to use my photo on the cover which is really such a wow experience for me. I am just really grateful to be here and meet everyone. Everyone has been really nice so thank you.

Jacqueline Rubalcava continued the presentation.

Councilor Flores asked the NAT, I thought the NAT provided money for homes that could be restored, do you know if the city is still doing that?

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Larry Nichols said yes, the Community Development is a leader for this program and basically, we have discovered over the last couple of years there are a number of properties that have become vacant, unoccupied and they on occasion deteriorate to a point of being unsafe for occupancy. Our first effort is to get voluntary compliance from the property owner. If we cannot achieve that then we take a program to abate the property primarily to anticipate to secure and board it but not to do remodeling or renovation. If we cannot get the abatement through board and secure, then we go to a procedure of demolition but that is our last effort.

Councilor Flores asked money isn't given to the owner or the city doesn't provide services or money for the owner to restore the property?

Larry Nichols said the only time that the city would be funding, providing funds for abatement of the property if the owner was not able to do that or declined to do that then we would do the abatement or the demolition and then we would file lien on the property for recovery of the cost that the city may have provided.

Councilor Flores asked you put a lien on the property and then the city would expect to be reimbursed at what point?

Larry Nichols said yes, the lien is placed, and it resides there until the property changes ownership or is otherwise refunded.

Councilor Flores asked there was money allocated for police officers, does that include raises?

Virginia Barela said yes. These are some increased for police, and we also have new positions for police. So, we have the Park Rangers and the Real Time Crime Center techs. Three Park Rangers and three Real Crime Center techs.

Councilor Flores asked when your department works on allocating monies to increase services in departments or salaries, how do you establish that need? For example, my opinion is that our police officers are under paid. I mean they put their lives on the line day to day, minute to minute and my understanding of their pay and I hate to use the word it's criminal. Do you do that kind of budgeting in terms of say when the contract comes up with the union and these discussions, are allocations made beforehand to see if there is some negotiation that goes on?

Jacqueline Rubalcava said as far as new positions the department determines priority on how to budget and then it goes through city management. As far as how much they are paid I am going to defer to HR. We don't in budget determine how employees are paid.

Councilor Flores asked how do you budget for new positions then?

Jacqueline Rubalcava said it is determined by job descriptions created and at that time set rates and the departments do provide that information along with HR and then we put them into the budget.

Jeremy Story, Police Chief said I will probably say what Jo is probably going to say. All of our non-represented position members that are not part of the union which are all of our sergeants, our lieutenants, our civilian employees have the same 3-4% wage increase budgeted for this year. The majority of our officers fall under a union contract and that come open for full negotiation next year. So, any increases have to be negotiated as part of the contract and next year they will do a full negotiation.

Councilor Flores asked does that exceed the 4% or is that unknown?

Chief Jeremy Story said it is unknown right now, but any salary or wage increase would come during that contract negotiation next year.

Councilor Flores asked how is that allocated prospectively?

Jo Richards, Human Resources Director said typically it is not a specific set amount with the unions. We determine an amount that is projected in the budget overall if it is not already set in the contract so we try to prepare for that and allocate the monies as we can with the amounts that are negotiated.

Councilor Flores asked say for example the city does negotiate and does approve a 6% will the money be there to give the 6% or 10% increase?

Jo Richards said yes. We try to prepare for that.

Councilor McClure said we had a couple of slides where we had asterisks. So, if we seek to amend it with these increases and I think these increases hinge some things we want to support in the future how would this get budgeted then? How does this get added in?

Leeann DeMouche, Finance Director said to add this to the budget, so there is funding in the fund balance that we have. Think of this as a checkbook. You have an available balance and so what we would do is you have to bring forward to this an amendment and I think when talking to Christine it would probably be two amendments. So, if council wants to do this, they would bring two amendments forward, we would just take those funds from the fund balance and go into as

Councilor Flores says go into our magic and add it to our ERP system Munis and it would be there for the departments in this case Mesilla Valley Community of Hope to spend it.

Councilor McClure asked tell me why this was not just included? Why is there an asterisk?

Leeann DeMouche said the reason that there is an asterisk is as you know in all things there has to be a point in time where we have to advertise this to the public. We have to get information out to the public and so this was sort of something that

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was brought forward to the budget after we had already put this out for the public and so we apologize for that but it was just something that we had not anticipated that was not brought forward to our attention but then it was and that is why we put it on the slides as pending.

Councilor Bencomo said I was looking at my notes from our Budget Retreat back in February and for me it was really important that we funded the Nuisance Abatement Team with hopes in the future we include funding for rehousing of folks while locations are being rehabbed which by the way there is a home rehab program underneath our Housing and Neighborhood Services. I did want to thank staff for taking that seriously and moving that forward to fund. I know that it is a collaboration between Community Development, Fire, Police, and several other departments. I think that is really important. I also want to thank for including the two Legacy Parks as priority, Young and Apodaca Park. I know we had a long conversation about that and figuring out which parks, so I really do want to thank staff for listening to feedback. I will be making two amendments today which feels really odd. This is my fifth budget session that I have done since I have been on the council and by this time in May we get here and there is no need for amendments because we have talked it to death almost. We have had a Budget Retreat. We have had Work Sessions but I do want to say while I understand that on this particular one that came, my proposals came very late I do want to note that I felt slightly disappointed that the \$200,000 for SOS Court was not included as we have been talking about that for quite some time. I have been talking about that since last September. We have been talking about it as a priority at the Budget Retreat and I really feel like it is such a critical piece in how we prioritize community safety and for us to not have that included feels well it just doesn't feel right to me. So, I will be making both of those amendments instead of asking staff to come back in the near future I will be doing that today, but Mayor I will wait until we hear from everybody.

Councilor Mattiace asked what if you didn't have the Telshor Fund where would you find the \$28 million?

Leeann DeMouche said that is a tough question. It would be that we would probably go after grants. There is a possibility of going after grants which our grant team is very robust. We have actually increased our grants tremendously in the last couple of years, but we would probably either have to look at the possibility of loans, bonds as well and just looking within sometimes I like to say the cushions of our couch. Just looking at our General Fund as well.

Ikani Taumoepeau, City Manager said if it is not in the Telshor Fund as Leeann expressed eloquently, we would have to find room created through some kind of referendum of tax measure or look in the cushions of the couch.

Councilor Mattiace said the reason I bring that up is because we have 25/26 budget that will be coming up in a year. We have the 26/27 so basically, we are going to zero out the Telshor Fund eventually.

Leeann DeMouche said yes if that is what the Mayor and council agree upon for

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26/27 moving forward yes.

Councilor Flores asked the Telshor Fund, the corpus doesn't get touched is that correct? The corpus is constantly rejuvenating its funds, its own funds correct?

Leeann DeMouche said as you can see our current market value is 42.4, the corpus would be around 30 million. There was 26 million and then later on we received another 4 million so that would be what we actually received for the Telshor. So, we have been as you know for every year we do tap into the Telshor for the definition for the sick the indigent. We have been financing a program, Housing and Neighborhood Housing put together the 600k so they are using the interest that we have received on the annual basis but as you can see our market value since the market is doing so well right now, we have been able to take the corpus and invest it and now our fair market value is about 42.4 million. Hopefully with this proposed budget is 28.3 so we are down with the remaining market value of 14.1 which is below the corpus.

Councilor Flores said correct and that is my concern because that will evaporate in a heartbeat. Our budget is demanding. So, would we be in a position in the future to continue with that kind of funding? I don't think so. Next year at this time that 14,000 or whatever that remains as a corpus won't generate 40,000 or even enough to sustain a budget as we are proposing right now.

Leeann DeMouche said working with our new City Manager we probably would need to work with maybe a financial advisor to try to build that, whatever the Mayor and council want to lead us towards but we can build that back up if that is something after this year that they want to do. Whatever the council guides us.

Councilor Flores said I am in quandary because I would love to have that money to assure that we provide those services without a doubt.

Leeann DeMouche said we take direction from the council and from the City Manager, so I am really not sure that I can answer your question. This is what we have been directed to bring forward to you in the budget and there is a big need for all of these that has been shown to us and that is why it is in the budget. I don't know if the City Manager wants to add to that?

Ikani Taumoepeau said I serve at the behest of you, Mayor, and Mayor Pro Tem and city council. As Leeann mentioned everything that we have presented with some exception that came later in the work session in budget we presented in Budget Retreat so those are things that we felt that were a desire of council to kind of bring and so we are bringing everything which we felt at the time of Budget Retreat was presented to come forth at the Work Session prior. If there were any changes at all again, I serve at the behest of you and the rest of the council and Mayor and Mayor Pro Tem we are here to receive direction from you all and I just wanted to share that and reiterate what Leeann said.

Barbara Bencomo, Chief Administrative Officer said with respect to the initiatives that we need to fund in the future really part of what we would do based on your guidance

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for what you want to support is to lay out a funding or financial strategy for the various revenue streams that might be out there. Leeann mentioned grants. We have bond cycling. We have loans. We have appropriations from our state legislators and federal legislators as well. Mostly we are looking for steady streams of revenue in order to fund ongoing programs which is one of the reasons why a lot of what you see in the proposal today from the Telshor Funds is not for operations, it is generally for capital projects because it is not a recurring funding source, it is not an ongoing funding source, really from a financial standpoint that is what we are looking for to fund ongoing city initiatives and programs and that is what we would need to do in order to meet any spending request that the council lays out for us.

Leeann DeMouche said if you could look at most of what the list is made up for of the Telshor this is all mostly all capital expenditures.

Councilor Bencomo said I just wanted to add that sometimes I look at the Telshor Fund much unlike the New Mexico Permanent Fund ours is a lot smaller, but the New Mexico Permanent Fund grew to \$43 billion and I believe that it is shameful because of how the state of our community is in New Mexico, poverty, crime, mental illness. It is shameful that we don't tap into those funds, and I don't want us to do the same thing with a fund that we have that is able to invest in housing, to invest in our parks, to invest in many of these proposals that will help our community directly and I think it is an important, it's a hard consideration. There is no making this decision lightly and we are faced with some tough challenges and with a bank account that is right there for us to use, and I would hate to follow the lead of New Mexico, having \$43 billion available to use and invest in our communities and they don't.

Councilor Mattiace said I was bringing it up because I was thinking about a long-term investment of that \$42 million fund. It could bring in anywhere from \$4 to \$5 if interest rates go up \$6 to \$7 million every year let's say for the next 10 years. That is \$60 million. That is \$60 million that we could have recurring over 10 years that we could put into things that we need in the city of Las Cruces. So that was my concern that if there was another strategy, if there was another way for the capital needs either through loans, through bonds that might have been wiser because then we have our cake and eat it too. We would still have the \$60 million over 10 years. In the last eight years things need to be fixed, the parks are a mess, crime is up, unhoused is up, mental illness is up. Everything needs an immediate band aid and so that is what we have done here. We have taken a fund that would have given us \$60 million over the next 10 years and now that will give us maybe \$900 to \$1 million a year if it is down to \$14 million and interest rates are what they are now so if you take \$1 million a year for 10 years, we just threw out \$50 million that the city could have actually used, utilized. That is my only concern, and I will just vote the way I feel.

Dolores Lucero, Member of the Public said two things that concern me, and I am disappointed that you would allocate \$500,000 to go to Amazon.com instead of buying from our local residents and businesses here in Las Cruces. Number two, the nuisance abatement. I know that last year there was a hotel, an old motel removed from Main Street by the city through the abatement program. When are you going to abate the old bowling alley? There is no one that is going to move into that building

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with the history that it has of murder there. The building is nothing but for vagrants and for illegal activity and sexual things that are happening at the business that I work at next door. That building needs to be abated. If you want to put a tax lien on it, go for it but I think you need to do something like that on that building which is on a main street of our city. That is what our new residents see every single day. Thirdly I am doing to say about the Telshor Fund and I was here when it was first initiated and the money was given from Life Point to the City of Las Cruces and it is sad that you haven't thought over the last four and a half years to start looking for grants and other funding for the projects that you are looking to fund. The last four and a half years you have not looked at how to do this differently so now you are going to the easy fund to take the money out of there and Councilor Mattiace is very right, you are never going to make that money back up and once you invest in building buildings you will never have enough money to maintain them about ten years later when they are dilapidated just like the Veteran building in my old district, in District 2 that the city invested in and now is boarded up and the Veterans cannot go there. Tell me how that happened? There is too much of this in this budget that is not right and \$110,000 for wellness for police that might have PTSD, \$110,000 is one person in one year. That is not enough to help someone who is dealing with domestic violence, is dealing with murder, rape, and every other serious condition here in Las Cruces.

Shauna Pfeiffer, Member of the Public said I downloaded the proposed budget, and I did not see anything on the vote today with regard to the Telshor Fund in any capacity whatsoever. I watched the budget work session on the 22nd of April, and this was all explained. I get it but I don't see anything in the agenda, nor do I see anything written in the budget as published that we were voting on the Telshor Fund. Why do we have to roll all of this up into one vote? Why shouldn't we pull from the Telshor Fund item by item, vote by vote, resolution by resolution? We are lumping everything together like Congress. This is ridiculous. You cannot deplete your only source of emergency funding. What if we have another pandemic that you guys have to fund to build Las Cruces back up again. You cannot vote yes for this. I don't believe this was published that you all were voting on the Telshor Fund today. I thought you were voting on the budget as was written. The next resolution on the book is CIP. I was ready to speak on that, not the Telshor Fund. Where did it come from and why? And why does it have to be all at one time? For our legacy, one vote for our legacy. You continue to amaze me in all the wrong ways.

George Pearson, Member of the Public said thank you for highlighting the efforts that are going to go towards the sidewalk gaps. That is an important aspect of active transportation. I think that maybe in the capital program I think you separated out active transportation projects to highlight them better but that is anything that we do emphasize active transportation helps safety for all vehicle mode users and even today NPR had a radio program report that bicyclist have less knee pain, are healthier, and live longer and so anything that we do to support active transportation would be helpful. I know we have a Safe Streets for All grant in the works and so I am hoping the budget will reflect things that will work with that. At the Budget Retreat there was a presentation on painting of bike lanes, and I didn't go through the budget so I hope that allocation is still in there some place.

Quinn Cooper, Member of the Public said I was thinking that the \$500,000 for

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Amazon could probably cover some things for pickleball. That was one thing I wanted to talk about. I was a little bit disappointed that you rushed through and didn't get public comment on the Amazon budget, the \$500,000 going to. I am assuming that it is going into the full budget. I was kind of hoping there would be a little bit of transparency in those processes. What needs to be purchased by the city from Amazon and exactly why a third party provides a better deal. I think with extra steps should come extra transparency. If there is a measure that you can do to amend that that is all I am really asking.

Wayne Allgood, Member of the Public asked why weren't the grants for the Telshor Fund and other ways of earning money or retaining money from other sources not taken into consideration before? I would have spent my money at home, you would not spend your money unwisely. You would go over your accounts. Is it cheaper to get money this way or this way and use your own money? If I am earning a lot of money with interest, why should I not save my money? Councilor Mattiace is correct if we spend our money now how can we get it back? It is going to hurt and all of you at home, you manage your checkbooks, and you manage them well because you don't want to be someone who is going to die so why hasn't the city took that in advance at the time and said hey let's find other ways first. The money is for free sometimes but to spend our money you would not do it yourself you would do it for the city. Think about that. It's not your money it is our money. You are spending our money that we pay you with our taxes. Find other ways to get that money and use that money and not like you are doing it today.

Councilor Mattiace asked on the Telshor Fund, I know that it is packaged as one instead of resolution by resolution, does it still need a majority vote to spend the Telshor Fund?

Barbara Bencomo said always a majority vote is required whether with respect to packaging it all together here as part of the budget proposal or bringing in one resolution at a time, either could be accomplished.

Councilor Bencomo said I would like to make some amendments to the budget. Before I do just a little education on how we start this process. The individual departments ask us for certain programs, budget allocations for example the Officer Wellness budget, that came from Chief Story when he presented his entire budget and that is what he presented to us. So that is kind of how that happens.

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to amend Resolution No. 24-121 to include \$200,000 from the Telshor Fund for the Safety Opportunities Support and Community Court Program.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor Becki Graham, and Councilor Johana Bencomo
NAYS:	Councilor William Mattiace and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to amend Resolution No. 24-121 to include \$300,000 from the Telshor Fund for Mesilla Valley Community of Hope for expansion of services for workforce and community outreach.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Johana Bencomo
NAYS:	Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 24-121 as amended.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, and Councilor Johana Bencomo
NAYS:	Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

7.4 RESOLUTION NO. 24-122: A RESOLUTION APPROVING THE CAPITAL IMPROVEMENTS PROGRAM (CIP) FOR FISCAL YEAR 2025 THROUGH FISCAL YEAR 2030.

Cynthia Campo, CIP Analyst gave the overhead presentation.

Ashleigh Curry, Member of the Public said I am the Safey Coordinator for the school district. I just wanted to say first and foremost thank you for all the hard work that everyone has done in particular in the acts of transportation. Our department I know we have some really excellent background long range plans, the Elevate Las Cruces, the active transportation plan, and I am just here to say please follow the design process. I know that sometimes things can get rushed along as we even heard in public comment today things that people weren't anticipating. I know we have some really great plans in place, and I just want to see that they are implemented the way that the planner has designed them so that we can have safe streets for everybody. You may be aware that we are number one in the nation for pedestrian deaths. I think that is six or more years running. It is a serious, serious issue and also speaking of unhoused people, this is how people get along. I think there was a public comment much earlier about prioritizing active transportation because it is the means by which our unhoused community gets around. We can design streets I am sure many of you have traveled to other communities that they have very robust and beautiful biking and safe infrastructure and I think New York City may be one of the prime examples of a place that would have said we would never be able to do in in New York City and yet they have done it and made it one of the most bikeable communities in the nation. I think we can do that to for Las Cruces, so I am just asking please just follow the plans that we have within the CIP. I know we have prioritized certain projects. Let's just follow that prioritization so that we can have a beautiful and safe community for all of our residents.

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Shauna Pfeiffer, Member of the Public said I am mostly going to do this for the people watching at home that don't have time to watch three and half hours of a budget work session. As part of the CIPs the city is asking for \$68 million total for over the next five years for the airport. Amador Crossing is already receiving \$7.3 million including \$6 million from the state. A master plan implementation at Community of Hope is receiving \$2 million per year for the next five years. Paseos Verdes is receiving \$2 million per year for the next five years, I challenge anyone to find that on a Google search. It is an apartment complex on Campo Street. City Hall, this City Hall that is relatively new is being expanded in FY25 for \$7.5 million, Jardin de los Ninos, which is for the children in our community is only getting \$600,000 total in the next three years. La Casa, which is a domestic violence shelter is only getting \$580,000 but that is coming from the state. No city funds were allocated for La Casa. Community of Hope has a new project called the Kitchens, it is \$11 million in 25 and \$2 million this year. Solar projects at Community Hope total \$1.4 million, Apodaca Park is getting an aquatic playground and multi-use path for \$1.6 million per year for the next five years. A multi-use rec center is planned in 26 for \$60 million, the Amador Hotel is receiving \$16 million over the next five years for renovations. Security upgrades at City Hall will get an average of \$250,000 per year for the next five years. The Branigan Library will get \$16 million in 26 for an expansion. The Municipal Court will be rehabilitated to the tune of \$6.6 million per year for the next five years. Public Safety, GO Bonds total in FY24 is \$10.6 million, \$9.3 was for the new fire station and in 25 they will get \$12.8 million. In 26 they only get \$1.3 million, in 27 they will get \$15 million but that is predominantly for a training facility and a fire station build, critical requirements. In FY28 \$57 million in full will go to a new downtown public safety complex, \$8.5 million for public transit as it specifically pertains to batteries, storage and inductive charging. Roadrunner Transit in 24 got \$16.4 million for a municipal service center and the wastewater treatment plant will be upgraded to the tune of \$46 million. Also \$80k for the City Hall furnishings in the next six years. I hope you guys like your sofas and your chairs.

Srijana Basnyat, Innovations and Strategy Manager said I just want to make one point of clarification for future years are unfunded, for the future five years in the CIP as departments request projects they are placed on the CIP and while we are in the process of improving our current annual process of funding with prioritization, matching up to planning alignments, and operational impacts, etcetera that amount of review and evaluation has not been done for future requests and projects and that would be the next step to tackle for CIP reform.

Councilor Mattiace said I am only hoping and wishing that the CIP program five years, ten years, actually reaches the vision that the Mayor put forth through his campaign. That Las Cruces would become the safest city in America. I just hope that all of this planning and all of these improvements actually do that for our city and that the priorities continues to make it the safest city and that the Police Department and the Fire Department get their priorities and not everything else.

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to Approve Resolution No. 24-122.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo

SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

7.5 COUNCIL BILL NO. 24-026; ORDINANCE NO. 3068: AN ORDINANCE APPROVING A ZONE CHANGE FROM UR (URBAN RANCH) TO REM (SINGLE-FAMILY RESIDENTIAL ESTATE MOBILE) FOR TWO PROPERTIES ENCOMPASSING 1.15 + ACRES EACH AND LOCATED AT 6820 AND 6860 SHANNON DRIVE. SUBMITTED BY ALBERTO GUILLEN, PROPERTY OWNER. (24ZO0500024).

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Flores asked when did the notices to the surrounding residents, when were those sent?

Adam Ochoa said there are actually two separate mailouts for this zone change. It happens 15 days before the public meeting itself so that they have 15 days before the Planning and Zoning Commission meeting happens and 15 days before this meeting as well.

Councilor Flores asked I believe that it is east of this particular lot there is a community of people that want to keep that area very rustic and they have their horses and maybe cows and pigs. So that is the part that I think that they are east of Shannon, and this is West of Shannon, right? Do you know which area I am talking about?

Adam Ochoa said I know which area you are talking about. That is called the East Mesa area. They actually have a blueprint in place kind of like a neighborhood master plan if you will as to how they want to be developed or not developed in this case. This proposed zone change is still in keeping with what that policy says it is zoned for large lots, single family only which allow of keeping of animals as well on the properties so it definitely fits within that master plan and just to let you know per the 2001 zoning code we are required to provide letters within five hundred feet of the subject property at minimum as well as certified letters as well so we did send out those letters and had them going out to everyone in that area.

Councilor Flores asked there wasn't one response to all of that?

Adam Ochoa said no responses at all.

Councilor Flores said you only gave 15 days' notice. You say it is consistent with the rest of that area? Didn't you say that the owner wants to have, what kind of housing is it going to be?

Adam Ochoa said it is just for the development of the two lots in the future. All they can do is single family homes on the property and whatever ancillary uses accessory structures. Like I said keeping of large and small animals is permitted as well so that

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is essentially what is going to happen.

Councilor Flores asked the housing would be houses that are actually built on the property or would it be mobile homes?

Adam Ochoa said the REM zoning district does allow for a multitude of homes including site build free standing homes, manufactured homes are allowed. That actually seems as the exact same by the State of New Mexico, a manufactured home as a site-built home. Mobile homes are allowed as well but just one per property as well.

Councilor Flores asked when you send out the notice do you include all that information to the people for the notices that are sent to the residents in the area? Is all that information included as to the type of housing that would be permitted?

Adam Ochoa said not all of that information is put out there but we do highlight the bullet points with the zonings being requested and we also have our contact information. This case was actually so I have my direct contact information that states if you have any additional questions, please don't hesitate to give us a call or email us. They have various ways to contact us.

Councilor Flores asked if we vote yes today it is a done deal, right?

Adam Ochoa said if somebody is affected, they can always appeal this to court.

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Ordinance No. 3068.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

7.6 COUNCIL BILL NO. 24-027; ORDINANCE NO. 3069: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 9.37 + ACRES AND LOCATED AT 1900 BATAAN MEMORIAL EAST. SUBMITTED BY UPWARD ARCHITECTS LLC, REPRESENTATIVE. (24ZO0500001).

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Graham said just delighted to see as what I think of as the other old K-Mart is hopefully going to get new life. I also wanted to point out since these details are always included in our packets which are put together with great effort by staff and City Clerk. I did want to point out also point out that the same individual who had expressed concerns about traffic I believe at the P&Z, the minutes that I read is also

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very happy. He is a local business owner if I am thinking of the right individual, and he said he was really happy to see that the vacant building is going to be reoccupied and I believe also that those minutes clarified that a traffic study would be conducted before. Right now, we are just approving the zoning to allow potential development, but a traffic study would be conducted before actual development went on, is that correct?

Adam Ochoa said I believe that is already underway because there is a project currently already, the first phase of a project is currently being done for the building on the property. That is something that our traffic engineering department did state that they needed some type of study done to ensure what existing entrances and exits are existing on the property suffice for what the proposed uses will be.

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Ordinance No. 3069.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

8. **BOARD APPOINTMENTS**

8.1 **CAROL GURULE**

Councilor Graham appointed Carol Gurule to the Senior Programs Advisory Board.

8.2 **CECILIA VARGAS**

Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to appoint Cecilia Vargas to the City Art Board.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Yvonne Flores
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

8.3 **JOHN MCELROY**

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to appoint John McElroy to the Utilities Board.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

8.4 **HARRY T JOHNSON**

Councilor Yvonne Flores moved, seconded by Councilor Cassie McClure, to reappoint Harry T Johnson to the Utilities Board.

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Cassie McClure
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

8.5 KENT THURSTON

Councilor Becki Graham moved, seconded by Councilor Yvonne Flores, to appoint Kent Thurston to the Planning and Zoning Commission.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Yvonne Flores
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

8.6 BRANDON ROBINSON

Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to appoint Brandon Robinson to the Veteran’s Advisory Board.

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

9. NOTICE OF PROPOSED ORDINANCE(S)

- 1) There will be no public discussion.
- 2) A Councilor may ask staff for clarification on the proposed ordinance(s).

9.1

None.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

I really want to thank staff for their ability to strategize and I think that is what we lose a lot of time. There is strategy behind how we are trying to do budget and I think everybody who is intimately aware of that is aware of it and if people want more information and I think that everyone on this dais is happy to engage in that conversation and I like Mayor Pro Tem feel a responsibility when I do get emails to hear to do something. This is something.

10.2 COUNCILOR MATTIACE

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I am glad it was done, and I like to see shovel ready, and projects completed as quick as possible. I would like to see the water fountain get fixed in Buena Vida Park.

10.3 COUNCILOR GRAHAM

I am going to speak for Councilor McClure because of her voice, I am sure you enjoyed the Lift Up Las Cruces Block Party as much as I did, Mayor, Ikani, if I am missing anyone else on the dais who attended. Just incredible city team, city staff. Sometimes I think we get lost in the negative, the challenges that Las Cruces is facing and that is completely valid, but I also want to be here to point out the amazing things that we are doing every day, and the Lift Up Block Party was just an amazing multi-generational event. People that had lived on Esperanza since the mid 1940's right up to people who were getting to know new neighbors. Absolutely great event, I really appreciate it.

We are doing these budgets, and we are looking at dollar amounts and I am so grateful for the continued support of the PAL Boxing program. Shout out again to Mayor and Ikani. Yea we teach boxing, we teach fighting but this weekend we gathered at the gym to celebrate a whole different kind of win as we had five of our fighters graduating, four from high school, one from NMSU and to see them in their caps and gowns and gloves for photos and I think, these are the investments when I look at \$150,000 to PAL. That is so important. We are buying heavy bags, we are investing in our facility, but we are also investing in empowering our young people to succeed in the ring and out of the ring so Eli, T, Alvaro, Reyes, and Anthony I am so proud of you.

10.4 COUNCILOR FLORES

None.

10.5 COUNCILOR BENCOMO

I just want to give a couple of shoutouts. I know that I got to thank the LIGHT Team last week when they were here for a Work Session, but I wanted to reiterate just my gratitude for the Fire Department to allowing me to hang out with Allison and Mike, DC Hiles, and Paul Ford for a whole afternoon. I learned so much and just feel so deeply grateful for their work. I wanted to officially congratulate Judge DeRossit who was sworn in this morning. I did want to make a request officially for cooling stations. I think this weekend was pretty warm outside and just for us to start thinking about that. I happen to be the MC this weekend at the Friends of the Organ Mountains hosted Public Lands Prom Celebrating ten years of protected lands national monument and I think this is just such a huge accomplishment for our community. I don't know if you all remember but it was surreal getting to hear President Obama talk about Las Cruces when they designated the monument. That was really a special moment for me as someone who was new to politics and here we are ten years later celebrating protected public lands and our national monument and everything it has done for our beautiful city. Chief Story sent an unfortunate article about Forbes naming New Mexico a dangerous state, but Forbes also named Las Cruces one of the top ten cities to retire. I think in the large part because of the national monument and the Friends of the Organ Mountains got to thank the Fire Department's Tactical Rescue Team and the other three rescue teams in Dona Ana County for their service in the last ten years because as Chief Smith said during the Budget Retreat because of the

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national monument designation we have a lot of tourists who come who underestimate the desert. So, the Friends of the Organ Mountains awarded the rescue teams their Public Lands Champion Designation and I was very happy to be there and of course to have Ikani and Sonya receive that.

Lastly, I am grateful for the support today for the SOS court and for the expansion of Mano y Mano. I think this is for our community but for our staff I think often we think about safety in terms of very narrow terms, in terms of just fire and just police but it is deeply unfair to put that burden on the Fire Department or the Police Department alone. Safety is all encompassing, and I think sometimes it is really easy for us to go towards the carceral system and invest there but it is important to invest in evidence-based models that put people at the center. Safety truly does take all departments at the city. I look at our neighbors down south in Santa Teresa and Sunland Park and they are having this massive tragedy with their water. Unsafe drinking water, how unsafe is that? It takes money and it takes investment to ensure that we have a good team to make sure that we have good safe drinking water, that we have safe roads, that we have safe buildings, that we have good clean parks. Safety is all encompassing when we think about our community and even though I was a little taken back but by one item not being included I do just want to express my sincerest gratitude to staff for the months and months of work you all put into passing a budget which I have always said that budgets are moral documents and they should reflect our values as a city and I think this year we passed a bold budget that is reflective of our challenges and the people we love most.

10.6 MAYOR ENRIQUEZ

The public comments, one of the questions was asked about the Public Safety Select Committee. I had a hard time hearing the individual I thought he said a secret committee but it is a Select Committee, and I will definitely have to have the City Attorney answer to that individual and answer to the rest of the Select Committees that we have publicly so it is well informed. The other thing is that I did attend the Lift Up Block Party, it was great and kudos to the staff and for everyone for putting that together. It was a great event. The only comment I got from locals in the area is that we should have called it the Chiva Town Party. Overall, it was a great event. The work I also want to recognize and say thank you to all the staff for the work they put in. Not only to the Lift Up but to the budget as well and everything they do. I think Public Works Director David Sedillo said it best when he spoke he said everybody works with Cariño and that is the model, its Adelante con Cariño and we see it whether it is in budget or whether it is at a Lift Up or in our day to day operation so thank you to staff.

Also, as Mayor Pro Tem mentioned, tourism and everything else that goes on I was asked to welcome the Lion's Club State Conference this weekend. So, we are having individuals come to attend state conferences and get together from engineers to pecan growers to the Lion's Club, the Rotary, they are all hosting these events here in Las Cruces because it is a nice place to visit and to come and that is what we are working on. That is the public safety that we want to invest in and that is a lot of what we are trying to do is invest in our parks and the MRAs with El Paseo and Solano. These are all the things that we are doing so that we can make Las Cruces better

looking and to thrive. That is a big part of what we are doing so again thank you for all the work that everybody is doing.

11. CITY MANAGER REPORT

11.1 IKANI TAUMOEPEAU

Economic Development Director you may have heard Elizabeth Teeters was highlighted in the Albuquerque Business First for being a New Mexican to know. This is one from Natalie, this past Saturday the Lift Up Block Party for the Valley View Neighborhood Park was held Saturday. We would like to thank all of the departments and nonprofits who participated. Special thanks to Isaac Holguin with Housing for leading the Lift Up efforts. Casa de Peregrinos and Roadrunner Food Bank teamed up to distribute 15,965 pounds of fresh fruits and vegetables including watermelons, honeydews, apples, potatoes, tomatoes, and squash. Three hundred and six families were served at the Lift Up event, Amador Health conducted over 100 glucose and health checks and distributed 988 information packets. The staff cooked 240 hotdogs and Kona Ice distributed 440 cups of Kona Ice. In addition, Lift Up Las Cruces has been selected as a finalist for the Neighborhood USA Best Neighborhood Program of the Year Award. Isaac Holguin, Catrina Godinez, and Grace Tellez will be representing the city in Lubbock, Texas. Isaac Holguin, Housing Development Coordinator will present the Lift Up initiatives to judges this Friday morning so more to come.

Quality of Life Museum team is being interviewed this week by an Albuquerque radio station K-KOB. I want to give kudos to our Fire Department. This past Saturday Friends of Organ Mountain Desert Peaks presented our Las Cruces Fire Technical Rescue Team received the Public Lands Champion Award. They also presented an award to Visit Las Cruces called the Public Lands Champion Award for their tireless work on advocacy on behalf of our public lands and community. For Parks and Rec, outdoor pools and splash pads open this Saturday, May 25th. Outdoor pools are open from noon to 6:30 p.m. and splash pads are open from 10 a.m. to 8 p.m.

Additionally, the 2024 Mayor Jazz Fest concert is scheduled for Sunday, May 26th, 6 p.m. at Plaza de Las Cruces. Headliner will be Wayne Bergeron, trumpet player. Apparently, this individual has a list of recording credits that includes music played with Ray Charles, to Green Day, Katy Perry, Beyonce, Barbara Streisand, Michael Buble, and Idina Menzel. This Thursday, Baile Las Cruces is hosted by Visit Las Cruces. For those who don't know these are free dance lessons. We will have a teacher who will come who will share different genres of dance and it is all free from 7-8:30. Come and share your time with the community, with your family and friends. I would be remiss if I didn't share kudos along with Councilor Flores echoing with all of you who have expressed appreciation to our staff. I would be remiss if I did not thank of budget staff, Jacqueline, Leeann, Josie, and all budget team, Human Resources, especially Jo, JC, and the HR team working through personnel related cost and projections, all department heads and their staff that went through several exercises to help balance the budget by reducing their critical budget request. Thank you to Barbara Bencomo and Sonya Delgado for your guidance and support through this budget process. We started this budget process with a different City Manager and to go through transition. I appreciate the budget team and staff having their patience with

me. We appreciate you council going internal and hopefully it was a seamless transition internally but again I thank the patience of staff doing a great job.

12. ADJOURNMENT

12.1

Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to adjourn at 4:13 p.m.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Yvonne Flores
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Councilor Becky Corran

Mayor

City Clerk



24-131

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	Adopted: June 17, 2024		
Drafter:	Adolfo Cardenas	Department:	Financial Services
Program:	Treasury	Line of Business:	Revenue Management
Title:	A RESOLUTION AUTHORIZING THE WRITE-OFF OF UNCOLLECTABLE UTILITY, GENERAL BILLING, AND LIBRARY ACCOUNTS RECEIVABLE FROM THE FISCAL YEAR 2018 IN THE AMOUNT OF \$248,684.42.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Authorize write-off of uncollected accounts receivable bills.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
Cities and other organizations typically write off old accounts receivable balances after all reasonable collection efforts have failed to collect the balance due. This practice accomplishes two primary purposes: reflect a picture of outstanding accounts receivable in financial reports and allow staff to focus their efforts on more recent bills where the probability of collecting is much higher.

The City of Las Cruces (City) Utilities, Financial Services, and Quality of Life Departments have previously written off uncollectable accounts, with City Council approval of Resolutions, through Fiscal Year 2017. This resolution recommends write-offs through Fiscal Year 2018. The Las Cruces Utilities Board (LCU) recommends that the uncollectable utilities account receivable be removed from the City's list of accounts receivable via LCU Board Resolution 24-LCU022.

New Mexico Statute Annotated (NMSA) 1978, Section 3-37-7, "Determination of uncollectable accounts; removal from accounts receivable," authorizes the City Council, by resolution, to remove accounts that have been uncollectable for more than four (4) years from the City's list of accounts receivable as shown in Exhibit "A", Exhibit "B", and Exhibit "C". The removal process does not extinguish a customer's debt owed to the City and the City may proceed to collect the amount owed after it has been written off for accounting purposes unless it has been discharged in bankruptcy.

The total write-offs are: Utilities \$192,814.12, General Billing \$17,254.30, and the Library is \$38,616.00 for a total of \$248,684.42.

SUPPORT INFORMATION:
[EXHIBIT "A" UB FY2018 Write-off list](#)
[EXHIBIT "B" GB FY2018 Write-off list](#)
[EXHIBIT "C" Library Fines FY2018 Write-off list](#)
[ATTACHMENT "A" NM Statute, NMSA 1978, Section 3-37-7](#)

Agenda Item #7.1.

[ATTACHMENT "B" NM Constitution, Article IV, Section 32](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and authorize staff to write-off uncollected bills in Exhibit "A", Exhibit "B", and Exhibit "C".
2. Vote "No"; this will not approve the Resolution and continue to include bills on the lists of gross accounts receivable for financial reporting purposes.
3. Vote to "Amend"; this could exclude certain bills or group of bills listed in Exhibit "A", Exhibit "B", and Exhibit "C".
4. Vote to "Table"; this could delay any write-offs until a future fiscal year.

REFERENCE INFORMATION:

Las Cruces Utility Board Resolution 24-LCU022

RESOLUTION 24-131

A RESOLUTION AUTHORIZING THE WRITE-OFF OF UNCOLLECTABLE UTILITY, GENERAL BILLING, AND LIBRARY ACCOUNTS RECEIVABLE FROM THE FISCAL YEAR 2018 IN THE AMOUNT OF \$248,684.42.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) has uncollectable utility accounts receivable in the amount of \$192,814.12 from Fiscal Year 2018, July 1, 2017 through June 30, 2018, listed and attached hereto as Exhibit "A"; and

WHEREAS, the City has uncollectable general billing accounts receivable in the amount of \$17,254.30 from Fiscal Year 2018, July 1, 2017 through June 30, 2018, listed and attached hereto as Exhibit "B"; and

WHEREAS, the City has uncollectable library accounts receivable in the amount of \$38,616.00 from Fiscal Year 2018, July 1, 2017 through June 30, 2018, listed and attached hereto as Exhibit "C"; and

WHEREAS, City staff has made every reasonable effort to collect these accounts including, but not limited to, turning the accounts over to a collection agency; and

WHEREAS, these accounts have been uncollectable for a period of more than four (4) years; and

WHEREAS, it is the opinion of the City's Finance Director that these accounts are uncollectable; and

WHEREAS, New Mexico Statute, NMSA 1978 Section 3-37-7 grants the City Council authority to remove such accounts from the City's list of accounts receivable; and

WHEREAS, New Mexico Constitution, Article IV, Section 32 prohibits the extinguishment of the accounts.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the uncollectable utility accounts receivable from Fiscal Year 2018, as shown in Exhibit "A" totaling \$192,814.12, attached hereto and made a part of this Resolution is hereby removed from the City's list of accounts receivable.

(II)

THAT the uncollectable general billing accounts receivable from Fiscal Year 2018, as shown in Exhibit "B" totaling \$17,254.30, attached hereto and made a part of this Resolution is hereby removed from the City's list of accounts receivable.

(III)

THAT the uncollectable library accounts receivable from Fiscal Year 2018, as shown in Exhibit "C" totaling \$38,616.00, attached hereto and made a part of this Resolution is hereby removed from the City's list of accounts receivable.

(IV)

Agenda Item #7.1.

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #7.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Customer	Unpd Bal
ABALOS BENNY T Total	\$ 41.50
ABELL DAVID L Total	\$ 3.08
ABERLE JOSEPH M Total	\$ 7.71
ABRIL JESUS JAS Total	\$ 131.13
ABRIL NELLIE A Total	\$ 58.18
ACOSTA CANDELAR Total	\$ 189.99
ACOSTA CARLOS J Total	\$ 187.12
ACOSTA LOURDES Total	\$ 352.93
ACOSTA MARTINEZ Total	\$ 36.05
ADAME-RIVERA JE Total	\$ 249.30
ADAMS SCOTT R Total	\$ 12.21
ADLER JOHN W Total	\$ 45.98
ADVANTAGE DUPLI Total	\$ 8.12
AGUILAR AARON Total	\$ 435.27
AGUILAR CESAR R Total	\$ 1,571.01
AGUILAR DANIEL Total	\$ 17.23
AGUILAR GABRIEL Total	\$ 24.79
AGUILAR LAURIE Total	\$ 75.13
AGUILERA JOE Total	\$ 349.77
AGUIRRE JOSE A Total	\$ 10.04
AGUIRRE MARCO A Total	\$ 230.18
AKERS DAVID ALA Total	\$ 230.08
AL HENZAB ALI J Total	\$ 24.01
ALAJMI RASHED Total	\$ 78.08
ALAJMY ALI M Total	\$ 124.49
ALALI MOHAMMAD Total	\$ 42.61
ALAMILLO ADRIAN Total	\$ 51.12
ALANAZI TURKI A Total	\$ 169.95
ALANBERTOS MEXI Total	\$ 1,034.95
ALANEZI OTHMAN Total	\$ 31.25
ALANIS ALEXA Total	\$ 18.68
ALANIS ALLYSA M Total	\$ 63.30
ALBA HECTOR JR Total	\$ 517.82
ALBILLAR BERNAD Total	\$ 456.69
ALCALA RAMIRO Total	\$ 0.10
ALDACO LETICIA Total	\$ 14.73
ALENEZI SALEM S Total	\$ 115.83
ALFADHLI MAJZE Total	\$ 64.28
ALFEEHAN WALEED Total	\$ 45.03
ALGHUWAIRI YAZA Total	\$ 240.45
ALHABASHI ABDUL Total	\$ 89.72
ALHARBI AHMAD Total	\$ 118.47
ALHERRAN MOHAMM Total	\$ 102.25
ALHUSAINI MESHA Total	\$ 96.24
ALKHAMSAN HADI Total	\$ 116.28
ALLEN HOPE M Total	\$ 7.75

Customer	Unpd Bal
ALLEN THOMAS A Total	\$ 276.38
ALM JEFF Total	\$ 97.23
ALMAGUER TERRY Total	\$ 97.60
ALMENDARIZ LOUI Total	\$ 136.92
ALMERRI NASER R Total	\$ 137.94
ALMESHWET KHALE Total	\$ 115.49
ALMUTAIRI ABDUL Total	\$ 21.40
ALMUTAIRI MESHA Total	\$ 99.14
ALMUTAIRI SAJA Total	\$ 50.01
ALQABANDI HAMAD Total	\$ 56.92
ALRASHIDI KHALE Total	\$ 60.60
ALSAYAH YOUSEF Total	\$ 96.62
ALSHAMMARI RAKA Total	\$ 56.87
ALSHAMMERI SULT Total	\$ 27.58
AL-SHANABLEH NA Total	\$ 18.39
ALSHMMERI MOHAM Total	\$ 76.86
ALTURKISTANY FA Total	\$ 38.22
ALVARADO CRYSTA Total	\$ 103.41
ALVAREZ EUGENE Total	\$ 94.60
ALVAREZ JASON Total	\$ 6.65
ALVAREZ PANDO T Total	\$ 73.20
ALVAREZ PEGGY Total	\$ 137.69
ALVARO FERMIN Total	\$ 103.36
ALVIDREZ ZACHAR Total	\$ 25.23
ALWASMI SAAD FS Total	\$ 286.60
ALZUABI SULTAN Total	\$ 34.68
AMADOR VANESSA Total	\$ 96.05
AMAYA-AGUILAR J Total	\$ 0.72
AMEZQUITA LAURA Total	\$ 162.71
ANAYA PAUL O JR Total	\$ 4.07
ANDERHUB CARL A Total	\$ 15.20
ANDERSON ANTHON Total	\$ 29.38
ANDERSON ERIC D Total	\$ 246.85
ANDERSON KENDAL Total	\$ 2.23
ANDRAS RICHARD Total	\$ 182.68
ANDROH PARRISH Total	\$ 61.02
APARICIO ALBERT Total	\$ 141.11
APODACA ANGELIN Total	\$ 148.16
APODACA CHRISTO Total	\$ 96.90
APODACA CRUZ P Total	\$ 244.36
APODACA MYKAYLA Total	\$ 50.06
APODACA-ALVAREZ Total	\$ 125.20
ARCINIEGA SHAWN Total	\$ 14.51
ARENAS LAWRENCE Total	\$ 28.48
ARIAS ALEJANDRA Total	\$ 104.16
ARIAS MARIA GUA Total	\$ 48.00

Customer	Unpd Bal
ARIAS-TORRES HE Total	\$ 25.50
ARMENDARIZ MELA Total	\$ 116.99
ARMOUR PAVEMENT Total	\$ 0.80
ARREDONDO NORA Total	\$ 132.48
ARROYO MEDICAL Total	\$ 110.04
ARSOLA DUVAN JU Total	\$ 37.65
ARZAPALO TERESA Total	\$ 50.83
ASTROGA JOSE ED Total	\$ 13.64
ATAYDE SAMUEL Total	\$ 178.44
ATENCIO EUGENE Total	\$ 181.11
ATENCIO MARLENE Total	\$ 48.50
ATKINSON BROOKE Total	\$ 2.38
AU ETELVINA Total	\$ 0.81
AVALOS GENEVIEV Total	\$ 206.40
AVALOS JOHN J Total	\$ 17.69
AVALOS RICARDO Total	\$ 95.59
AVALOS ZANETA R Total	\$ 15.84
AVELAR MICHAEL Total	\$ 184.00
AVILA EMILY C Total	\$ 108.43
AVILA HOLGUIN D Total	\$ 23.48
AZURE ROBERT JR Total	\$ 36.99
BACA FRANK Total	\$ 204.61
BACA PATRICK J Total	\$ 30.19
BAGUES KEVIN S Total	\$ 29.16
BALDONADO MICHA Total	\$ 29.17
BALERIO JUAREZ Total	\$ 38.19
BALIZAN JOSEPHI Total	\$ 294.43
BANEGAS ROBYN A Total	\$ 2.85
BANEGAS-PENA AN Total	\$ 20.97
BANISTER SCOTT Total	\$ 123.74
BAQUERA SAUL JR Total	\$ 35.74
BARBA ALMA A Total	\$ 17.40
BARELA CONNIE J Total	\$ 335.87
BARELA KATRINA Total	\$ 48.90
BARENTINE CHRIS Total	\$ 84.55
BARNCASTLE PHIL Total	\$ 20.05
BARNHART JODY C Total	\$ 198.80
BAROS JUANITA Total	\$ 194.26
BARRAZA AMELIA Total	\$ 231.74
BARRAZA JENNIFE Total	\$ 47.47
BARRAZA LORENA Total	\$ 35.51
BARRAZA PAMELA Total	\$ 224.57
BARRERA JULIET Total	\$ 40.44
BARRERA LORENZO Total	\$ 51.93
BARRON ROMELIA Total	\$ 50.14
BATISTA OSCAR Total	\$ 149.44

Customer	Unpd Bal
BATRES-VARGAS J Total	\$ 78.67
BAUER CATHERINE Total	\$ 175.77
BEACH AUDREY A Total	\$ 36.05
BEAL JIMMY D Total	\$ 14.48
BEARD ELEXIE R Total	\$ 19.81
BEARD JOHN P Total	\$ 34.31
BEAUDRY MICHAEL Total	\$ 263.04
BEERS ERIC M Total	\$ 34.01
BELASCO LINDA L Total	\$ 34.45
BELLISTON STEPH Total	\$ 96.60
BELMONTEZ ANISS Total	\$ 137.07
BENAVENTE MARIS Total	\$ 17.66
BENAVIDEZ DEZAR Total	\$ 102.10
BENFIELD TERRY Total	\$ 391.98
BENMOL LLC Total	\$ 48.00
BENNETT'S AMUSE Total	\$ 51.18
BERMUDEZ NATHAN Total	\$ 3.69
BERRY MONICA A Total	\$ 2.46
BETANCOURT RACH Total	\$ 78.88
BHAKTA KAMLESH Total	\$ 252.38
BHAKTA NAYAN N Total	\$ 26.17
BICE LAREE A Total	\$ 39.67
BIDOWSKI ANDREA Total	\$ 41.93
BIEL ROSALVA V Total	\$ 118.45
BIONIC MANAGEME Total	\$ 1,791.21
BISSUETT-FLORES Total	\$ 181.16
BIVENS PAULA JO Total	\$ 170.50
BLACK PEARL POO Total	\$ 13.29
BLANKENSHIP DAN Total	\$ 87.42
BLANKENSHIP KRY Total	\$ 238.96
BLAYNE ANN Total	\$ 381.98
BODENHAMER DAVI Total	\$ 45.65
BOLAND TONY M Total	\$ 133.01
BORDE WHITNEY P Total	\$ 31.57
BORUNDA CELINA Total	\$ 93.69
BORUNDA LEONARD Total	\$ 25.44
BOWMAN TONY L Total	\$ 37.90
BRADLEY PETROLE Total	\$ 256.06
BRADLEY WESLEY Total	\$ 77.49
BRAUER TRACEY L Total	\$ 59.68
BREAZELL JOSIE Total	\$ 62.78
BREDELL JENNIFE Total	\$ 51.29
BREITLING DORTH Total	\$ 133.67
BRIONES SERGIO Total	\$ 116.45
BROOKS ASHLEY R Total	\$ 16.15
BROWER ANA Total	\$ 145.00

Customer	Unpd Bal
BROWN BECKY A Total	\$ 61.59
BROWN EDWARD MA Total	\$ 454.75
BROWN FRED AND Total	\$ 450.97
BROWN MARION Total	\$ 118.84
BROYLES EMILY K Total	\$ 7.09
BRUNETT RUTH A Total	\$ 22.94
BRYANT STEPHANI Total	\$ 421.05
BUELL LESLIE Total	\$ 111.77
BUENO MARIA E Total	\$ 44.37
BULLINGTON LAUR Total	\$ 159.61
BURCH CARL E Total	\$ 291.71
BURCIAGA VANESS Total	\$ 40.68
BURKELL RUBY A Total	\$ 96.89
BURNS KENNETH D Total	\$ 4.38
BUSTAMANTE HECT Total	\$ 24.88
BUSTILLOS MANUE Total	\$ 18.80
BUSTOS DAVID J Total	\$ 18.87
BYRD THERESIA L Total	\$ 297.46
CAFFEY MARY J Total	\$ 105.47
CALDERON PABLO Total	\$ 146.62
CALZADA MARIA C Total	\$ 365.48
CALZADA TINA EL Total	\$ 129.96
CAMACHO ARMANDO Total	\$ 413.16
CAMERANO ASHLYN Total	\$ 25.71
CAMPOS SAMANTHA Total	\$ 101.44
CAMUNEZ RUDY G Total	\$ 58.87
CANABA MAGDALEN Total	\$ 20.36
CANDELARIA DONN Total	\$ 191.60
CANDELAS DIEGO Total	\$ 62.95
CANO ALEJANDRA Total	\$ 47.81
CAPSHAW JERAMEE Total	\$ 37.16
CARBAJAL MARTIN Total	\$ 225.08
CARDOZA JOHNNY Total	\$ 94.71
CARNERO MARYANN Total	\$ 302.16
CAROLL GREGORY Total	\$ 336.01
CARPENTER ANNTA Total	\$ 131.06
CARRASCO ARMAND Total	\$ 163.75
CARRASCO MICHAEL Total	\$ 148.50
CARRERAS JUAN G Total	\$ 61.45
CARRERAS STACEY Total	\$ 43.16
CARRILLO MELISSA Total	\$ 290.84
CARRILLO VICTOR Total	\$ 149.52
CASAS JERRY D Total	\$ 142.64
CASON MARIA ALT Total	\$ 68.92
CASSON LENA M Total	\$ 4.99
CASTANEDA JOSE Total	\$ 135.77

Customer	Unpd Bal
CASTILLO BECK J Total	\$ 69.45
CASTILLO GABRIE Total	\$ 587.49
CASTILLO GONZAL Total	\$ 54.64
CASTILLO RICKY Total	\$ 149.59
CASTILLO SONIA Total	\$ 146.02
CASTREJON CRYST Total	\$ 72.36
CEDENO SALVADOR Total	\$ 47.79
CERECEDO MADAI Total	\$ 27.35
CESANI LEA S Total	\$ 266.39
CHABVUTA ELLEN Total	\$ 3.32
CHACON ALVINO S Total	\$ 123.92
CHACON SHAUN J Total	\$ 342.67
CHAPMAN BONNIE Total	\$ 349.18
CHARLES VIRGIE Total	\$ 11.14
CHASE GRACE J Total	\$ 362.08
CHAVEZ ANDREW Total	\$ 8.50
CHAVEZ ANGELITA Total	\$ 162.16
CHAVEZ DAVID J Total	\$ 207.16
CHAVEZ DAWN S Total	\$ 144.60
CHAVEZ ERIC S Total	\$ 62.82
CHAVEZ FELIX J Total	\$ 118.66
CHAVEZ FLAVIO Total	\$ 56.97
CHAVEZ IGNACIO Total	\$ 194.62
CHAVEZ JULISSA Total	\$ 33.20
CHAVEZ MANUEL J Total	\$ 72.75
CHAVEZ MEZA SEL Total	\$ 57.72
CHAVEZ PETE Total	\$ 178.73
CHAVEZ PHILIP J Total	\$ 100.81
CHAVEZ VIVIAN Total	\$ 138.21
CHAVIRA GLORIA Total	\$ 400.45
CHERFILUS LACHA Total	\$ 5.51
CHILDS ADRIANA Total	\$ 122.35
CHRISS DOROTHY Total	\$ 58.48
CHRISTIAN KRIST Total	\$ 99.41
CHURCH RYAN M Total	\$ 60.58
CISNEROS ROMERO Total	\$ 375.72
CLAREY ERIN C Total	\$ 2.85
CLARK JENNIFER Total	\$ 161.57
CLARK RAYNALD J Total	\$ 143.48
CLARK TOMAS N Total	\$ 73.49
CLEMENT RAYSON Total	\$ 63.71
CLEMENTS NATHAN Total	\$ 170.43
CLIENT LOGIC OP Total	\$ 351.66
CLOWER JOSEPH C Total	\$ 5.95
COBB ROGER I Total	\$ 149.92
COLBERT LAURIE Total	\$ 77.71

Customer	Unpd Bal
COLEMAN JESSYCA Total	\$ 11.44
COLEMAN REGINAL Total	\$ 114.62
COLLIER MICHAEL Total	\$ 28.48
COLLINS JEFFERY Total	\$ 79.05
COLLINS WILLIAM Total	\$ 60.43
COLOSIMO JOSHUA Total	\$ 198.41
COLWELL CEPHAS Total	\$ 68.54
COMINO KIMBERLY Total	\$ 15.89
CONARD WILLIAM Total	\$ 11.78
CONRADY E D Total	\$ 50.84
CONTRERAS CORIN Total	\$ 1.00
CONTRERAS SONIA Total	\$ 153.34
COOK APRIL D Total	\$ 43.56
COOLEY ROBERT W Total	\$ 422.55
COPPEDGE BENJAM Total	\$ 11.76
CORDER SHANITA Total	\$ 142.00
CORDOVA ARTURO Total	\$ 34.29
CORDOVA BRITTNE Total	\$ 18.57
CORNADO CONST Total	\$ 30.27
CORNEJO JOSHUA Total	\$ 220.81
CORRAL ADRIANNA Total	\$ 40.62
CORRAL ANDRES L Total	\$ 82.98
CORRAL EDDIE J Total	\$ 59.38
CORRAL JUSTINA Total	\$ 29.32
CORRALES SAMUEL Total	\$ 117.63
COSS ALBERTO Total	\$ 91.03
COUSSONS DANA L Total	\$ 29.38
COWDER CANDACE Total	\$ 17.32
COYNE TAPIA ANN Total	\$ 42.41
CRABBE RONALD D Total	\$ 32.38
CRAWFORD CHARLE Total	\$ 362.74
CROSS BYRON W Total	\$ 422.82
CRUZ ANGIE M Total	\$ 101.29
CRUZ MATTHEW RA Total	\$ 145.46
CRUZ REBEKAH Total	\$ 21.47
CRUZ VALERIE Total	\$ 232.07
CUEVAS MOSES SA Total	\$ 270.45
CULE PAUL E Total	\$ 221.21
CULLINS RANDALL Total	\$ 61.53
CULVER STEPHANI Total	\$ 12.34
CUNDIFF ELISA L Total	\$ 136.15
CUNNINGHAM MARY Total	\$ 433.00
CURLEY KRISTIN Total	\$ 320.53
CURRY DEVON A Total	\$ 6.59
DAKOTA COVE TOW Total	\$ 110.99
DALLAGO MONICA Total	\$ 111.35

Customer	Unpd Bal
DARLEY YVONNE Total	\$ 8.61
DARNELL JAMES H Total	\$ 11.90
DAVIS CASELL A Total	\$ 193.74
DAVIS JOEL R Total	\$ 27.97
DAVIS LEONA AND Total	\$ 236.29
DAVIS LORNA F Total	\$ 68.54
DAVIS YOLANDA M Total	\$ 40.61
DE LA CRUZ JOHN Total	\$ 125.12
DE LA CRUZ SAND Total	\$ 48.00
DEJESUS LULANI Total	\$ 1.95
DEL VALLE ANTHO Total	\$ 337.35
DELGADO ANTONIO Total	\$ 33.54
DELGADO DENISE Total	\$ 72.95
DELGADO TERESA Total	\$ 52.02
DELGADO-BARRA J Total	\$ 213.37
DELK MARK Total	\$ 14.87
DEMARCO JIMMY W Total	\$ 83.26
DEMELLO MARK M Total	\$ 112.32
DESERT VIEW COR Total	\$ 57.13
DIAZ ARAGONEZ P Total	\$ 146.72
DIAZ CONCEPCION Total	\$ 274.76
DIAZ DANNY ELIA Total	\$ 53.18
DIAZ GOMEZ RICA Total	\$ 34.66
DIAZ-PENUELA IV Total	\$ 16.30
DICKINSON DONNA Total	\$ 37.08
DICK-PEDDIE WIL Total	\$ 8.59
DING NING Total	\$ 109.71
DIXON CELESTE L Total	\$ 149.18
DIXSON TASHA B Total	\$ 63.47
DJORIC RITA L Total	\$ 98.36
DOLBERRY LINDSE Total	\$ 26.12
DOMINGUEZ ADRIA Total	\$ 20.77
DOMINGUEZ DAN A Total	\$ 92.84
DOMINGUEZ DANIE Total	\$ 45.18
DOMINGUEZ DOLOR Total	\$ 112.19
DOMINGUEZ FRANK Total	\$ 182.75
DOMINGUEZ JOAQU Total	\$ 327.58
DOMINGUEZ JOSE Total	\$ 54.53
DOMINGUEZ RAUL Total	\$ 36.68
DOMINGUEZ VIDAL Total	\$ 54.53
DREWRY PENNY L Total	\$ 145.81
DRUM HORTON MAR Total	\$ 57.07
DUKE REALTY LC Total	\$ 456.55
DULINSKY SUMMER Total	\$ 59.28
DUNAGAN SHERRY Total	\$ 78.01
DURAN ALBERT A Total	\$ 68.94

Customer	Unpd Bal
DURAN FRANCES V Total	\$ 248.58
DURAN JONATHAN Total	\$ 110.69
DURAN MABEL BAR Total	\$ 8.29
DURAN VERONICA Total	\$ 68.67
EAST MESA CONST Total	\$ 120.32
EATON EMILY ANN Total	\$ 167.82
EBRAHIMIAN MAX Total	\$ 7.05
EDWARDS ELIZABE Total	\$ 144.89
EGAN MARK T Total	\$ 136.73
EL RANCHO CIELO Total	\$ 65.92
ELITE AUTO & GA Total	\$ 150.53
ELIZONDO BRIDGE Total	\$ 48.00
ELLET MELISSA K Total	\$ 114.11
ELLIOTT JHERI Total	\$ 24.17
ELY EDWARD STEV Total	\$ 212.14
ENNIS SHEILA MA Total	\$ 358.04
ENRIQUEZ CYNTHI Total	\$ 30.23
ENRIQUEZ HENRY Total	\$ 53.26
ENRIQUEZ JACOB Total	\$ 92.45
ENRIQUEZ RUDY Total	\$ 44.40
ENRIQUEZ SOCORR Total	\$ 10.65
ENRRIQUEZ IMELD Total	\$ 139.99
ESCOBEDO-OCON C Total	\$ 142.94
ESCOTO MARY T Total	\$ 1.80
ESPANA DESIREE Total	\$ 32.08
ESPARZA ARTURO Total	\$ 109.08
ESPARZA JONATHA Total	\$ 388.48
ESPARZA YADIRA Total	\$ 37.76
ESPINO CARLOS M Total	\$ 281.03
ESPINOZA PATRIC Total	\$ 41.67
ESTATE OF JUDIT Total	\$ 99.19
ESTEPP TERRY J Total	\$ 107.87
ESTRADA BERNADI Total	\$ 25.60
ESTRADA BRIAN J Total	\$ 236.50
ESTRADA LENNY Total	\$ 133.73
ESTRADA PAOLA Total	\$ 165.92
ESTRADA REBECCA Total	\$ 226.35
ESTRADA VALENTI Total	\$ 131.08
ESTRADA YESENIA Total	\$ 378.25
FAIRBANKS BRUCE Total	\$ 197.54
FAJARDO LUIS L Total	\$ 59.92
FAKEEH HASSAN M Total	\$ 345.63
FALLAS 500 Total	\$ 101.08
FAUGHT CHAD EVE Total	\$ 178.79
FAVELA ELSA Y Total	\$ 191.05
FERGUSON MICHAEL Total	\$ 19.97

Customer	Unpd Bal
FERNADEZ YVONNE Total	\$ 23.96
FERNANDEZ ROBER Total	\$ 123.45
FERRALES REANA Total	\$ 57.19
FERRIS LORRAINE Total	\$ 384.72
FIELDER HAZEL J Total	\$ 17.84
FIELDER KORINA Total	\$ 282.94
FIELDER ROSA Total	\$ 23.74
FIELDER WILLIAM Total	\$ 1.27
FIGUEROA LOUIE Total	\$ 6.88
FINLEY ANDREW B Total	\$ 12.84
FISHER BARRY L Total	\$ 2.76
FISHER JENNIFER Total	\$ 16.22
FISHER JUSTIN P Total	\$ 7.59
FISHER PHILLIP Total	\$ 1.79
FLANERY JOHN C Total	\$ 234.62
FLEMENS ERIC LA Total	\$ 136.70
FLETCHER HOLLY Total	\$ 177.98
FLIPPEN GEORGE Total	\$ 495.59
FLORA STACEY AN Total	\$ 12.48
FLORENTINO JUAN Total	\$ 565.19
FLORES BERNADET Total	\$ 293.43
FLORES DENISE Total	\$ 94.88
FLORES JULIET A Total	\$ 104.90
FLORES ROBERT J Total	\$ 24.09
FLORES STEPHANI Total	\$ 307.80
FLORES ULYSSES Total	\$ 142.03
FLORES VALERIE Total	\$ 319.06
FLORES VANESSA Total	\$ 5.63
FLORES-DEL CAST Total	\$ 1.73
FLOREZ MICHELLE Total	\$ 63.97
FLOYD'S GOLD AN Total	\$ 236.54
FONTES JOHN JES Total	\$ 175.77
FOSTER GEORGE T Total	\$ 15.27
FRAMPTON LISA M Total	\$ 40.00
FRANCIS PAUL JA Total	\$ 161.83
FRANCO JOE L AN Total	\$ 261.11
FRANCO PATRICIA Total	\$ 27.72
FREGEAU-HOLMAN Total	\$ 61.35
FREUNDLICH JOSE Total	\$ 410.44
FRIDT DEBORAH Total	\$ 149.72
FROST JOSEPH P Total	\$ 25.18
FRYE MATTHEW C Total	\$ 19.64
FUENTES JESSICA Total	\$ 252.57
G L GREEN & ASS Total	\$ 0.30
GAHAN JEANETTE Total	\$ 13.36
GAITAN SERENA R Total	\$ 1.34

Customer	Unpd Bal
GALAZ GEORGE G Total	\$ 149.52
GALAZ MANUELA Total	\$ 680.71
GALINDO CRYSTAL Total	\$ 29.75
GALINDO ZAYLA M Total	\$ 44.44
GALLAGHER RACHE Total	\$ 13.25
GALLARDO DOLORE Total	\$ 193.73
GALLATY JESSICA Total	\$ 221.15
GALLEGOS CHRIST Total	\$ 266.52
GALLEGOS TINA M Total	\$ 59.97
GALVAN MICHAEL Total	\$ 46.78
GALVAN MIRIAM Total	\$ 88.19
GALVAN-MOLINA J Total	\$ 264.73
GALVEZ VIVIAN B Total	\$ 133.88
GAMBOA GABRIEL Total	\$ 39.30
GAMEZ KRISTY I Total	\$ 83.17
GARCIA ADOLFO O Total	\$ 46.93
GARCIA ALEJANDR Total	\$ 4.05
GARCIA ALVERTO Total	\$ 68.45
GARCIA ANGELA D Total	\$ 182.51
GARCIA ANTONIA Total	\$ 1.02
GARCIA CARLOS J Total	\$ 1.22
GARCIA CESAR Total	\$ 378.48
GARCIA ELIZABET Total	\$ 67.31
GARCIA ENRIQUE Total	\$ 29.26
GARCIA FERNANDO Total	\$ 11.28
GARCIA JAIME D Total	\$ 6.08
GARCIA JOE A Total	\$ 103.56
GARCIA JOE H Total	\$ 69.97
GARCIA KATHY Total	\$ 51.40
GARCIA LAZARA Total	\$ 37.17
GARCIA LEONARD Total	\$ 51.48
GARCIA LUIS A Total	\$ 148.97
GARCIA MANUEL Total	\$ 133.86
GARCIA MARGARET Total	\$ 54.94
GARCIA MARIO D Total	\$ 33.95
GARCIA MONICE E Total	\$ 0.16
GARCIA MONIQUE Total	\$ 141.75
GARCIA OLGA L Total	\$ 75.11
GARCIA ORLANDO Total	\$ 53.87
GARCIA PATRICK Total	\$ 98.69
GARCIA ROSA I Total	\$ 344.06
GARDEA LIZETTE Total	\$ 372.42
GARDNER KESHIA Total	\$ 90.40
GARDUNO DANIEL Total	\$ 6.96
GARINGER RYLAN Total	\$ 229.80
GARNER CALVIN D Total	\$ 418.55

Customer	Unpd Bal
GARNER MARLANA Total	\$ 93.57
GASCAIBARRA JUA Total	\$ 17.48
GASSER PAUL E Total	\$ 396.37
GAYTAN BELINDA Total	\$ 204.72
GEbremariam TSE Total	\$ 22.37
GEORGE RYAN D Total	\$ 151.57
GIBSON ABIGAIL Total	\$ 261.77
GILL ELIZABETH Total	\$ 150.58
GILLETTE MADELI Total	\$ 33.75
GILPIN MICHAEL Total	\$ 101.99
GLEASON JAMES E Total	\$ 1.54
GLICK TYLER B Total	\$ 211.85
GLUTH COLLIN D Total	\$ 406.24
GOMEZ AMANDA R Total	\$ 66.59
GOMEZ BELEN C Total	\$ 65.96
GOMEZ FELIX JR Total	\$ 63.55
GOMEZ JACINDA D Total	\$ 111.16
GOMEZ JACK A Total	\$ 275.18
GOMEZ JAIME M Total	\$ 129.08
GONZALES DULCE Total	\$ 17.53
GONZALES HUBERT Total	\$ 245.77
GONZALES JARON Total	\$ 471.49
GONZALES JENNIF Total	\$ 168.94
GONZALES MIA M Total	\$ 92.77
GONZALES ROY JR Total	\$ 15.62
GONZALES VERONI Total	\$ 72.35
GONZALEZ ADRIAN Total	\$ 149.50
GONZALEZ CENTEN Total	\$ 45.09
GONZALEZ FERNAN Total	\$ 6.88
GONZALEZ GUILLE Total	\$ 45.62
GONZALEZ JAIME Total	\$ 19.93
GONZALEZ JENNIF Total	\$ 226.77
GONZALEZ JESSIC Total	\$ 335.73
GONZALEZ JORGE Total	\$ 113.19
GONZALEZ MARIO Total	\$ 137.66
GONZALEZ RUBEN Total	\$ 236.61
GOODEN JOVONNE Total	\$ 103.84
GORDON SARA C Total	\$ 158.28
GOULD JOHN Total	\$ 369.02
GRAJEDA ABIGAIL Total	\$ 308.01
GRANADOS ALFRED Total	\$ 76.63
GRANADOS-RASCON Total	\$ 89.57
GRANILLO CHAVEZ Total	\$ 59.77
GRANNIS BERNA D Total	\$ 3.54
GREEN ALICIA N Total	\$ 45.66
GREEN ARTWAN Total	\$ 146.53

Customer	Unpd Bal
GREEN CHILE FOO Total	\$ 265.26
GREEN KALVIN DE Total	\$ 52.84
GREEN THOMAS P Total	\$ 168.44
GREENGUYS LANDS Total	\$ 32.44
GREGORY BRADLEY Total	\$ 102.19
GREGORY CHARLOT Total	\$ 214.09
GREGORY RALPH J Total	\$ 95.03
GROSSE WILLIAM Total	\$ 425.36
GRYDER NORMA Total	\$ 185.00
GUEDRY DAVID A Total	\$ 226.34
GUERRA ADRIAN W Total	\$ 144.78
GUERRA ISRAEL F Total	\$ 41.13
GUERRERO ESTEVA Total	\$ 2.67
GUERRERO PATRIC Total	\$ 114.91
GUIDE JEFFREY Total	\$ 52.64
GURROLA LUIS GE Total	\$ 239.97
GUTIERREZ ALMA Total	\$ 99.34
GUTIERREZ AMY Total	\$ 15.13
GUTIERREZ ESTRE Total	\$ 61.99
GUTIERREZ JOSEP Total	\$ 80.63
GUTIERREZ MARTI Total	\$ 107.05
GUTIERREZ ROSAL Total	\$ 244.18
GUZMAN CHRISTIN Total	\$ 103.10
HADDAD MOURAD M Total	\$ 124.50
HAGEN JEFFERSON Total	\$ 96.25
HAMES BENJAMIN Total	\$ 222.18
HAMPTON JUNE Total	\$ 169.48
HANLEY PATRICK Total	\$ 30.08
HARDEMAN MALAYS Total	\$ 48.46
HARDEN RODERICK Total	\$ 54.10
HARGRAVES JACOB Total	\$ 144.56
HARPER CHARLES Total	\$ 88.01
HARRIS ANTHONY Total	\$ 34.64
HARRIS WESTLEY Total	\$ 18.41
HARRISON ROBERT Total	\$ 166.89
HART KAMAL A Total	\$ 61.31
HART LEROY Total	\$ 47.20
HATHWAY JON E Total	\$ 307.09
HAWKINS JONES J Total	\$ 1.85
HAWTHORNE AROND Total	\$ 75.02
HAYS BRYAN Total	\$ 41.54
HAYS KRISTI L Total	\$ 153.68
HEATH ALVINA M Total	\$ 104.50
HENDRICKSON DAV Total	\$ 58.99
HENRRIQUEZ ASHL Total	\$ 195.62
HERLEIN KENNETH Total	\$ 234.91

Customer	Unpd Bal
HERMOSILLO CRYSTAL Total	\$ 2.14
HERNANDEZ ANABE Total	\$ 147.15
HERNANDEZ BARBA Total	\$ 18.95
HERNANDEZ CRIST Total	\$ 34.50
HERNANDEZ FELIX Total	\$ 50.21
HERNANDEZ GLORIA Total	\$ 203.32
HERNANDEZ JOSE Total	\$ 43.76
HERNANDEZ LIZA Total	\$ 629.52
HERNANDEZ MIGUEL Total	\$ 47.16
HERNANDEZ NIDIA Total	\$ 238.39
HERNANDEZ NORA Total	\$ 152.85
HERNANDEZ PAUL Total	\$ 73.46
HERNANDEZ RAFAEL Total	\$ 61.19
HERNANDEZ RAMON Total	\$ 75.75
HERNANDEZ ROSAR Total	\$ 233.82
HERNANDEZ SANCHI Total	\$ 160.91
HERNANDEZ STEVE Total	\$ 300.21
HERNANDEZ VICTOR Total	\$ 135.55
HERNANDEZ-ONTIVIA Total	\$ 108.83
HERRERADEFLORES Total	\$ 410.53
HERREA MELA C Total	\$ 9.42
HERRERA DIANA R Total	\$ 363.29
HERRERA FLORA P Total	\$ 34.35
HERRERA PAUL C Total	\$ 327.65
HERRERA-DOMINGO Total	\$ 53.45
HERRERA-ROSALES Total	\$ 25.34
HESTER KELLEN A Total	\$ 77.50
HICE BRITTANY E Total	\$ 108.84
HICKEY BREANA M Total	\$ 103.35
HICKS DAVION M Total	\$ 58.04
HIGH JANE L Total	\$ 63.11
HILL KENNETH Total	\$ 79.09
HILL TYLER P Total	\$ 191.64
HILLSTROM RICHARD Total	\$ 365.24
HILTS KEVIN Total	\$ 193.24
HILYER AARON TH Total	\$ 91.24
HINDS JONATHAN Total	\$ 13.40
HINKLE GLORIA A Total	\$ 139.35
HINOJOSA GILBERT Total	\$ 24.66
HIRSCH MADELINE Total	\$ 48.41
HISTIA CARMILLI Total	\$ 283.62
HMH HORIZON MEC Total	\$ 577.41
HOANG LILY K Total	\$ 120.94
HOBBS OFFIE Total	\$ 46.05
HODGE JOSHUA T Total	\$ 17.72
HODGES JONATHAN Total	\$ 134.98

Customer	Unpd Bal
HODGIN PAMELA D Total	\$ 71.13
HOLGUIN ANNA M Total	\$ 78.21
HOLGUIN ASHLEY Total	\$ 44.54
HOLLAND LEWIS A Total	\$ 192.17
HOLLINGSBED JAC Total	\$ 35.22
HOLLOWAY GRETCH Total	\$ 168.44
HOLLOWAY RAY Total	\$ 80.41
HOMER DARROLL D Total	\$ 187.93
HOOD ASHSARAY C Total	\$ 103.37
HOOEY CHRIS A Total	\$ 248.09
HOOKER MILDRED Total	\$ 283.05
HORN MADELINE K Total	\$ 194.80
HORRELL BETTY & Total	\$ 55.23
HORTON CASSANDR Total	\$ 244.74
HOUGH ETTA Total	\$ 149.28
HOUPPT LARRY L Total	\$ 13.88
HOUSER AUSTYN L Total	\$ 193.33
HOWARD VICTORIA Total	\$ 250.33
HOYOS JORGE A Total	\$ 107.40
HUERTA ADELA D Total	\$ 80.11
HUGHES JOHN JR Total	\$ 38.16
HUGHES SHARLEE Total	\$ 52.08
HUNT GORDON D Total	\$ 37.00
HUNTER ERMAYNE Total	\$ 55.49
HUNTER PICOSHA Total	\$ 22.39
HURLBURT CONSTR Total	\$ 58.34
HURTADO AMBROSI Total	\$ 93.69
HUSSMAN STEPHEN Total	\$ 48.46
IBARRARUIZ BIAN Total	\$ 48.94
IBRAHIM MARIA J Total	\$ 102.31
ICSO STEPHAN C Total	\$ 55.85
ILUGBO DEMEISHA Total	\$ 33.55
IMODIBIE SHONNA Total	\$ 59.06
INOUE TAMARA M Total	\$ 90.77
INSOLIA LYNN A Total	\$ 185.13
IRVINE BRUCE C Total	\$ 20.32
JACKSON DENISE Total	\$ 78.37
JACKSON MAXINE Total	\$ 78.86
JACO ALICIA Total	\$ 27.34
JACOB M BENITEZ Total	\$ 90.78
JACQUEZ LETICIA Total	\$ 26.58
JAMES NICOLE KE Total	\$ 18.86
JAMESON JAMIE Total	\$ 69.37
JANDA RANDALL A Total	\$ 34.06
JAQUESS RANDLE Total	\$ 0.02
JAQUEZ ROBERTO Total	\$ 32.71

Customer	Unpd Bal
JASSO MICHELLE Total	\$ 2.03
JAUREQUI DEBORA Total	\$ 190.74
JAURIGUE JOHN T Total	\$ 68.83
JD CUSTOM MACHI Total	\$ 154.37
JENKINS LENNI M Total	\$ 75.87
JENKINS RUBY L Total	\$ 6.26
JETER JOANN Total	\$ 14.98
JIMENEZ NEOMA L Total	\$ 37.24
JIMENEZ RICARDO Total	\$ 118.15
JIMENEZ-TORREZ Total	\$ 60.78
JINDRACEK DUSTI Total	\$ 25.05
JOHNSON ANGELA Total	\$ 7.70
JOHNSTON ANGEL Total	\$ 48.38
JOPLIN JESSICA Total	\$ 18.21
JORDAN CHARMAIN Total	\$ 171.68
JURADO MELISSA Total	\$ 68.73
JURNEY SEDONA R Total	\$ 37.29
KASSABAUM AMAND Total	\$ 31.07
KAUR HARMANPREE Total	\$ 7.44
KEARNEY DANIEL Total	\$ 66.51
KEBABJIAN NEELA Total	\$ 215.54
KELLAR PRESLEY Total	\$ 95.19
KELLEY LEHOBART Total	\$ 27.16
KENNEY TIMOTHY Total	\$ 6.00
KEYS DESIREE N Total	\$ 267.55
KEYS SHANA R Total	\$ 134.19
KILDARE COURTNE Total	\$ 414.78
KILDARE MAURICE Total	\$ 93.37
KINDER STEPHANI Total	\$ 177.42
KING KRISTINA M Total	\$ 35.88
KING MIRANDA B Total	\$ 45.77
KIRK RANIE I Total	\$ 269.70
KIRKHAM EMMETT Total	\$ 5.48
KISS LAJOS Total	\$ 1.68
KLASS ROBERT Total	\$ 197.41
KLEBESADEL JONA Total	\$ 59.71
KNAPP DAVID A Total	\$ 3.24
KORZAN OILS Total	\$ 989.50
KRAMER FRANCISC Total	\$ 561.42
KREMER LAUREN B Total	\$ 59.21
KYLE CHARLENE R Total	\$ 73.34
LA FRANCE LASAN Total	\$ 132.43
LABOR MAX STAFF Total	\$ 8.10
LACKEY BRANDON Total	\$ 4.17
LACKEY DARRYN C Total	\$ 56.43
LACKEY JARED TY Total	\$ 57.61

Customer	Unpd Bal
LAFUENTE AMORET Total	\$ 0.58
LAMARCO KELLY A Total	\$ 15.20
LAMBERT PAUL QU Total	\$ 3.43
LANDON STEPHANI Total	\$ 252.98
LARA KRISTA MAR Total	\$ 103.59
LARES MARIA Total	\$ 57.37
LAREZ ERIC M Total	\$ 56.38
LARGE SHADRICK Total	\$ 113.09
LARSON CALVIN A Total	\$ 40.49
LASANTA CIERRA Total	\$ 199.90
LATHAM ANALIESE Total	\$ 107.37
LAVERNE MELISSA Total	\$ 90.23
LAWRENCE KRISTE Total	\$ 28.31
LAYCOCK MELISSA Total	\$ 396.82
LEADBETTER NIKK Total	\$ 147.73
LEASE MATTHEW K Total	\$ 48.00
LEASING SERVICE Total	\$ 4.24
LEDBETTER JULIE Total	\$ 6.23
LEE AUTUMN V Total	\$ 0.01
LEE MICHAEL R Total	\$ 219.52
LEE PATSY A Total	\$ 118.93
LEGARDA ANTONIO Total	\$ 267.16
LEGARDY ALICE D Total	\$ 341.85
LEMELIN REBECCA Total	\$ 123.28
LEON MARIO Total	\$ 68.54
LEON ROSEMARY T Total	\$ 99.87
LEONARD LORANA Total	\$ 34.18
LEWIS GARRETT A Total	\$ 83.45
LEWIS OPAL L Total	\$ 49.50
LEYVA GRACIELA Total	\$ 210.11
LI XIAOPING Total	\$ 29.38
LIBERTY INCOME Total	\$ 24.17
LIEBERT MARCUS Total	\$ 12.19
LIEVANOS JOSUE Total	\$ 183.27
LIPSEY TERRAN L Total	\$ 6.03
LIRA GUERRERO M Total	\$ 126.02
LIRA JESUS Total	\$ 230.23
LOEFFLER MATTHE Total	\$ 1.13
LOMAN STEPHEN M Total	\$ 380.96
LONG ANASTILA C Total	\$ 73.52
LONG MATTHEW E Total	\$ 161.09
LOPEZ ALFRED Total	\$ 10.16
LOPEZ AURELIA M Total	\$ 152.31
LOPEZ CASSANDRA Total	\$ 8.29
LOPEZ CRYSTAL L Total	\$ 310.46
LOPEZ DANIEL J Total	\$ 250.99

Customer	Unpd Bal
LOPEZ DANIEL R Total	\$ 87.73
LOPEZ EDGAR A Total	\$ 129.62
LOPEZ FELICIA M Total	\$ 199.77
LOPEZ JUAN M Total	\$ 312.95
LOPEZ JULIO A Total	\$ 174.58
LOPEZ KRISTIN O Total	\$ 31.73
LOPEZ MALLORIE Total	\$ 167.02
LOPEZ MANUEL V Total	\$ 51.52
LOPEZ MARGIE D Total	\$ 6.26
LOPEZ MARIA CON Total	\$ 48.00
LOPEZ TAMILIA M Total	\$ 29.38
LOPEZ TORRES TO Total	\$ 266.83
LOPEZ-GOMEZ BAR Total	\$ 94.99
LOSINNO FRANK Total	\$ 43.02
LOTUS SALON LLC Total	\$ 133.38
LOUIS BOZELL J Total	\$ 105.63
LOZA JOSE A Total	\$ 184.59
LOZANO-PUENTES Total	\$ 44.46
LUCERO DAVID Total	\$ 124.46
LUCERO MAGGIE J Total	\$ 18.58
LUCERO MARISSA Total	\$ 381.22
LUCERO RICHARD Total	\$ 40.10
LUCERO ROSELLA Total	\$ 46.00
LUDDEN MARIA E Total	\$ 3.04
LUEVANO NICOLAS Total	\$ 111.43
LUGO JUAN Total	\$ 254.09
LUJAN ANA C Total	\$ 62.87
LUJAN ANTHONY J Total	\$ 39.39
LUJAN DANIELA Total	\$ 68.03
LUJAN JOSE J Total	\$ 30.51
LUJAN SHANE J Total	\$ 391.03
LUNDY VICTORIA Total	\$ 204.18
LUPERCIO LORI M Total	\$ 102.48
LUSTIG ANDREA L Total	\$ 106.69
LYDENS DANIEL S Total	\$ 14.32
MACHADO JEFFREY Total	\$ 25.15
MACHUCA ESTRADA Total	\$ 62.94
MACKEY IRWIN RO Total	\$ 83.24
MADER CRYSTAL M Total	\$ 36.45
MADRID JAMES P Total	\$ 166.64
MAEHL MADELEINE Total	\$ 48.04
MAESTAS ANA M Total	\$ 39.98
MAESTAS TIMOTHY Total	\$ 155.19
MAHAR JESSE M Total	\$ 37.71
MALDONADO ERIKA Total	\$ 1.15
MALDONADO JESUS Total	\$ 25.95

Customer	Unpd Bal
MALDONADO LOUIE Total	\$ 302.07
MALDONADO MARIA Total	\$ 161.99
MALDONADO SERGI Total	\$ 44.87
MALLARD AMANDA Total	\$ 7.99
MANESS SHAWN K Total	\$ 96.67
MANGUM MARK L Total	\$ 109.77
MANN ALEX CARL Total	\$ 5.91
MANN KARLA Total	\$ 76.01
MANNING MADISON Total	\$ 19.95
MANYGOATS TOMMY Total	\$ 31.97
MARES CISNEROS Total	\$ 132.21
MARES ELVIRA Total	\$ 138.74
MARISCAL CHRIST Total	\$ 5.45
MARKHAM STEPHEN Total	\$ 20.62
MARQUEZ DEBRA A Total	\$ 146.80
MARQUEZ ESTHER Total	\$ 203.27
MARQUEZ FRANCIS Total	\$ 48.00
MARQUEZ MARISEL Total	\$ 359.58
MARQUEZ RUBEN T Total	\$ 105.51
MARTA NATASHA P Total	\$ 101.28
MARTINEZ ALFONS Total	\$ 107.39
MARTINEZ ANNALI Total	\$ 26.18
MARTINEZ BRANDE Total	\$ 88.85
MARTINEZ CAROL Total	\$ 60.79
MARTINEZ CHRIST Total	\$ 407.84
MARTINEZ CONSUE Total	\$ 161.24
MARTINEZ DANIEL Total	\$ 25.75
MARTINEZ DENNIS Total	\$ 23.09
MARTINEZ GRACIE Total	\$ 152.04
MARTINEZ HECTOR Total	\$ 89.30
MARTINEZ JANET Total	\$ 73.36
MARTINEZ JOSEPH Total	\$ 71.67
MARTINEZ JULIO Total	\$ 102.01
MARTINEZ KATHY Total	\$ 21.24
MARTINEZ LARISA Total	\$ 28.65
MARTINEZ MARIA Total	\$ 183.95
MARTINEZ SABRIN Total	\$ 73.33
MARTINEZ YOLAND Total	\$ 12.93
MARTINEZ-CASTIL Total	\$ 225.09
MARVEZ VIZCARRO Total	\$ 32.55
MARY JOAN HARRI Total	\$ 0.03
MASCORRO ELISEO Total	\$ 86.16
MATHERS REALTY Total	\$ 2.94
MATHEWS TIMOTHY Total	\$ 54.90
MATTHEWS KYLAH Total	\$ 18.57
MATTHEWS MARION Total	\$ 55.34

Customer	Unpd Bal
MAXEY BRUCE Total	\$ 969.66
MAYER LORI A Total	\$ 37.27
MCAFFEE KEVIN M Total	\$ 42.69
MCALISTER DAVID Total	\$ 297.32
MCALLISTER LUCY Total	\$ 251.09
MCAULIFFE AMY D Total	\$ 257.97
MCCABE BELINDA Total	\$ 141.84
MCCALLUM CHARLE Total	\$ 175.06
MCCASLIN MARIA Total	\$ 85.15
MCCLARIN IRMA J Total	\$ 0.43
MCCLELLAN JOSEP Total	\$ 10.63
MCCLENEY STARDU Total	\$ 434.82
MCDANIELS LESLI Total	\$ 75.89
MCFARLAND FRANC Total	\$ 325.22
MCGEE JOSEPH A Total	\$ 7.94
MCGRATH PETER Total	\$ 105.90
MCINTOSH MATTHE Total	\$ 19.84
MCKEAG MANDY S Total	\$ 299.97
MCKIM JESSICA A Total	\$ 66.14
MCOSKER CLINTON Total	\$ 103.16
MEDINA CHRISTOP Total	\$ 18.24
MEDINA MELISSA Total	\$ 41.26
MEDINA NIDIA E Total	\$ 9.92
MEDINA SOTO JUA Total	\$ 71.49
MEDRANO VIVIANA Total	\$ 157.21
MEJIA HECTOR Total	\$ 43.33
MELON DAVID LEE Total	\$ 95.90
MENDEZ ADRIANA Total	\$ 71.47
MENDEZ MIKE F J Total	\$ 164.23
MENDOZA ALMA Total	\$ 84.23
MENDOZA ANA K Total	\$ 98.30
MENDOZA FELIPE Total	\$ 10.60
MENDOZA FRANCIS Total	\$ 211.94
MENDOZA JOSE L Total	\$ 42.91
MENDOZA ROBERTO Total	\$ 199.86
MENDOZA TONY M Total	\$ 24.82
MENDOZA YOLANDA Total	\$ 97.94
MERAZ ERICK CAR Total	\$ 380.04
MERRICK KENZIE Total	\$ 0.29
MESSENGER ADAM Total	\$ 198.54
METZ MARY MARGA Total	\$ 72.02
MEYERS CAROLE D Total	\$ 159.51
MEZA ABRAHAM Total	\$ 330.81
MEZA DELIA H Total	\$ 119.21
MEZA FRANK A Total	\$ 63.31
MILES RYAN D Total	\$ 18.74

Customer	Unpd Bal
MILLER CAMRON E Total	\$ 0.19
MILLER LESLYN E Total	\$ 6.59
MILLER RUBYLEE Total	\$ 21.28
MINTZE CHIQUITA Total	\$ 259.76
MIRABAL ANNETTE Total	\$ 30.82
MIRABAL ERIC AN Total	\$ 323.93
MIRABAL REYMUND Total	\$ 50.08
MIRAGLIA PETER Total	\$ 61.95
MIRANDA JESSICA Total	\$ 68.45
MIRANDA LUANNA Total	\$ 432.53
MIRANDA PAMELA Total	\$ 104.11
MIRANDA VALERIE Total	\$ 80.10
MOHLER CINDY Total	\$ 140.92
MOLINA CYNTHIA Total	\$ 24.09
MOLINA ERIKA A Total	\$ 165.51
MOLINA JAVIER D Total	\$ 87.32
MONASTERIO JOSE Total	\$ 105.66
MONCADA ELVIRA Total	\$ 33.51
MONDRAGON CARME Total	\$ 16.33
MONREAL MIGUEL Total	\$ 49.81
MONROY MARILYN Total	\$ 557.58
MONTANO ELOY H Total	\$ 59.21
MONTENEGRO ANDR Total	\$ 18.20
MONTERA REBA T Total	\$ 126.18
MONTES FRANCES Total	\$ 30.40
MONTIEL VALERIA Total	\$ 4.39
MONTOYA ASHLEY Total	\$ 51.76
MONTOYA ESTEPHA Total	\$ 48.00
MONTOYA GUSTAVO Total	\$ 314.59
MONTOYA JULIAN Total	\$ 102.00
MONTOYA KELSEY Total	\$ 11.87
MONTOYA LAURA H Total	\$ 262.52
MONTOYA MARY H Total	\$ 41.06
MONTOYA MICHELL Total	\$ 28.73
MONTOYA PAUL T Total	\$ 259.69
MONTOYA RAYMOND Total	\$ 280.72
MONTUFAR JACQUE Total	\$ 180.49
MOORE CARA L Total	\$ 126.40
MOORE EMILY E Total	\$ 9.03
MOORE MADISON O Total	\$ 30.00
MOORE STEVEN S Total	\$ 32.48
MORALES APRIL G Total	\$ 160.05
MORALES CORINA Total	\$ 100.42
MORALES DAVID Total	\$ 31.47
MORALES ELIZABE Total	\$ 186.66
MORALES GUADALU Total	\$ 76.12

Customer	Unpd Bal
MORALES INES A Total	\$ 366.81
MORALES VALERIE Total	\$ 15.29
MORENO ANTHONY Total	\$ 10.18
MORENO CRYSTAL Total	\$ 43.50
MORENO FRANK A Total	\$ 47.82
MORENO KATHRYN Total	\$ 97.51
MORENO STEPHEN Total	\$ 9.69
MORGAN JASON L Total	\$ 25.53
MORISTON SHELLE Total	\$ 166.84
MORRIS ALISON Total	\$ 93.82
MOSLEY TRINA K Total	\$ 106.29
MOTEL 6 363 Total	\$ 20.24
MUNCY AMANDA JO Total	\$ 186.51
MUNGUIA GASTON Total	\$ 44.35
MUNGUIA ORLANDO Total	\$ 87.17
MUNIGIN KING D Total	\$ 82.23
MUNIZ MATTHEW C Total	\$ 99.81
MUNOZ GABRIELLE Total	\$ 185.74
MUNOZ JASMINE V Total	\$ 14.10
MUNOZ LORENZO Total	\$ 34.27
MUNOZ NICOLE M Total	\$ 111.91
MUNRO WILLIAM A Total	\$ 98.43
MURILLO ISMAREL Total	\$ 94.80
MURILLO MARINA Total	\$ 139.62
NAJAR VICKI S Total	\$ 55.26
NAJERA RICARDO Total	\$ 176.82
NARVAEZ JAMES A Total	\$ 121.76
NATIVIDAD DEISY Total	\$ 89.47
NAVA JESUS Total	\$ 5.06
NAVARRO STEPHEN Total	\$ 117.07
NEEDHAM MONTE D Total	\$ 85.67
NEGRETE HECTOR Total	\$ 107.61
NEIGHBORHOOD IN Total	\$ 152.44
NEILAN G JAY Total	\$ 19.70
NEVAREZ GLORIA Total	\$ 20.83
NEVAREZ MARLENE Total	\$ 341.85
NEVAREZ VIVIAN Total	\$ 151.12
NEWMAN GEORGE P Total	\$ 34.49
NGUYEN PETER Q Total	\$ 5.14
NICKNADAVICH RE Total	\$ 8.82
NM COMUNIDADES Total	\$ 0.08
NOLEN NATALIE K Total	\$ 240.23
NOLIN MICHAEL J Total	\$ 78.90
NUGENT EDITH S Total	\$ 295.49
NUNEZ CHRISTIAN Total	\$ 216.10
NUNEZ GERARDO Total	\$ 212.01

Customer	Unpd Bal
NUNEZ JOE P Total	\$ 38.68
NUNEZ OLGA D Total	\$ 69.71
NUNEZ-MARTINEZ Total	\$ 4.23
OATES JOHN SEAN Total	\$ 59.92
OCHOA JOSEPHINE Total	\$ 224.99
OLGUIN JAMIE R Total	\$ 32.13
OLIVAS EMMA G Total	\$ 256.55
OLIVER KINA M Total	\$ 199.25
OLIVIER ADRIA G Total	\$ 25.84
OLVERA CRYSTAL Total	\$ 271.96
ONATE GREENS MO Total	\$ 13.78
ONTIVEROS FRANC Total	\$ 1.90
ORDAZ YOLANDA G Total	\$ 240.06
ORNELAS TRINIDA Total	\$ 270.86
ORONA ALEXANDRI Total	\$ 160.82
ORONA CHRISTOPH Total	\$ 346.40
OROZCO JOAQUIN Total	\$ 136.65
OROZCO MONICA Total	\$ 122.46
OROZCO RENE A Total	\$ 128.83
ORSINO-VERDUGO Total	\$ 254.33
ORTEGA ANGELINA Total	\$ 31.02
ORTEGA CYNTHIA Total	\$ 10.91
ORTIZ ADOLFO M Total	\$ 142.41
ORTIZ BIANCA R Total	\$ 16.94
ORTIZ CHARLES J Total	\$ 29.03
ORTIZ JASON T Total	\$ 47.73
ORTIZ-AVILA LOR Total	\$ 29.36
ORTIZ-VILLA JUA Total	\$ 2.27
OSBORNE SARAH D Total	\$ 158.25
OWENS JANIE V Total	\$ 88.45
OWENSBY CAROL L Total	\$ 98.41
PACHECO PAUL A Total	\$ 175.52
PADGETT KAREN L Total	\$ 309.15
PADILLA CHAVEZ Total	\$ 52.12
PADILLA DAVID A Total	\$ 3.54
PADILLA JAMES R Total	\$ 97.51
PADILLA JESSE O Total	\$ 61.75
PADILLA MELISSA Total	\$ 74.95
PAISANO-QUINTAN Total	\$ 283.47
PALOMBI WILLIAM Total	\$ 317.67
PALOMINO RAQUEL Total	\$ 34.43
PAREDES ERLINDA Total	\$ 305.82
PAREDES HECTOR Total	\$ 6.99
PARENTEAU MARC Total	\$ 122.14
PARKER MELONIE Total	\$ 418.25
PARRA TIMOTHY P Total	\$ 237.51

Customer	Unpd Bal
PARSON JOSEFITA Total	\$ 33.26
PARSON OMAR F Total	\$ 96.61
PATEL ANDY C Total	\$ 265.61
PATRIARCHIAS CA Total	\$ 71.63
PAULOS PETER Total	\$ 333.96
PAYNE NADIA S Total	\$ 11.68
PAYNE ROBERT K Total	\$ 139.50
PEARSON MATHEW Total	\$ 0.24
PENA CARMEN Total	\$ 173.57
PENA ILEANA D Total	\$ 6.90
PENA MONIKA R Total	\$ 13.50
PENA PRICELLA A Total	\$ 19.25
PEOPLES CHRISTO Total	\$ 445.27
PERALES LUCINDA Total	\$ 64.38
PERALTA MATTHEW Total	\$ 486.30
PEREYRA RAMIREZ Total	\$ 17.05
PEREZ CISNEROS Total	\$ 263.69
PEREZ ERICK Total	\$ 26.43
PEREZ GOWEN MAR Total	\$ 42.99
PEREZ LUIS ROBE Total	\$ 15.92
PERRIGIN JIMMY Total	\$ 91.60
PERRIGIN WINSTO Total	\$ 321.24
PERRY TIERA SHA Total	\$ 266.89
PETERSEN JANICE Total	\$ 267.48
PETERSON DONAVA Total	\$ 113.25
PETROWSKY MARGA Total	\$ 49.46
PIMENTEL LAURA Total	\$ 160.62
PINEDA MONICA M Total	\$ 31.65
PINEDO MONICA A Total	\$ 177.23
PINNACLE HEALTH Total	\$ 6,882.35
PINON DEBBY Total	\$ 88.04
PLAGGE MIRANDA Total	\$ 171.96
PLEMMONS CONNIE Total	\$ 51.51
POLANCO YVONNE Total	\$ 760.75
PONCE EDWARD JR Total	\$ 96.48
PONCE MANUEL R Total	\$ 112.74
PORTER LORI J Total	\$ 244.94
PORTILLO FRANK Total	\$ 259.75
POTTER MARIAM R Total	\$ 172.96
POWELS ROSE D Total	\$ 167.94
POWER IVA K Total	\$ 15.51
PRICHARD BRUCE Total	\$ 210.44
PRIETO DOMINIC Total	\$ 76.90
PROSPERO GLORIA Total	\$ 36.88
PROVENCIO WALTE Total	\$ 84.22
PYPER MATTHEW L Total	\$ 27.07

Customer	Unpd Bal
QUEZADA JAIME C Total	\$ 224.75
QUEZADA MAYORGA Total	\$ 49.08
QUINONES CHRIST Total	\$ 167.46
QUINTANA JENNET Total	\$ 571.82
QUINTANA JOVAN Total	\$ 316.03
QUINTELA JUAN Total	\$ 380.80
QUINTERO MARIA Total	\$ 171.08
QUIROZ RAQUEL Total	\$ 108.34
QURESHI RACHEL Total	\$ 82.51
RABELO CYNTHIA Total	\$ 209.20
RADA DALE E Total	\$ 206.36
RADNEY CAROLYN Total	\$ 49.87
RAE VIRGINIA A Total	\$ 41.80
RAINES-BAXTER A Total	\$ 148.45
RAMIREZ JOSE FR Total	\$ 2.07
RAMIREZ JOSE JE Total	\$ 328.67
RAMIREZ JOSE JR Total	\$ 14.05
RAMIREZ JULIO C Total	\$ 149.72
RAMIREZ LORENZO Total	\$ 244.88
RAMIREZ MANUEL Total	\$ 34.97
RAMIREZ MISSY Total	\$ 147.45
RAMIREZ NATHANI Total	\$ 181.17
RAMOS AUTO CLIN Total	\$ 345.84
RAMOS ERIC Total	\$ 15.00
RAMOS GUZMAN MA Total	\$ 66.94
RAMOS JESUS J Total	\$ 216.99
RANEY BRIANNA L Total	\$ 128.25
RANSBARGER CHUC Total	\$ 33.55
RASCON RICHARD Total	\$ 169.79
RASH MARY LOUAN Total	\$ 182.40
RASMUSSEN JUSTI Total	\$ 46.42
RASURA CUSTOM H Total	\$ 34.82
RAUGHT CHRISTIN Total	\$ 14.48
REALI ANTONIO M Total	\$ 15.20
RED BRICK PIZZA Total	\$ 232.69
RED MESA DESIGN Total	\$ 12.59
REDLIN ROBB AND Total	\$ 44.43
REED A BEN Total	\$ 239.36
REED JESSIE M Total	\$ 744.72
REES RULONA F Total	\$ 31.95
REGALADO ROBBIE Total	\$ 604.65
REID CODY C Total	\$ 153.68
RENDON ELIAS Total	\$ 3.49
RENDON-GUERRERO Total	\$ 253.06
RENTERIA MIGUEL Total	\$ 144.33
REYES FERNANDO Total	\$ 126.69

Customer	Unpd Bal
REYES JUAN M JR Total	\$ 20.00
REYES MARIA S Total	\$ 97.91
REYNOLDS ALYSSA Total	\$ 18.74
RHODEN CARLA RE Total	\$ 2.03
RICE DWAYNE DOU Total	\$ 117.52
RICE JAMES C Total	\$ 57.37
RIDGILL GAMAELA Total	\$ 89.17
RIGALES LUCY Total	\$ 22.00
RING PAULA RENE Total	\$ 74.36
RIOS BERNICE Total	\$ 157.78
RIOS EICHELBERG Total	\$ 27.54
RIOS ERIK Total	\$ 216.58
RIOS THOMAS R Total	\$ 305.76
RIOS-GONZALEZ Y Total	\$ 8.03
RIVAS EDWARD Total	\$ 13.68
RIVAS JOSEPH D Total	\$ 74.59
RIVAS ROCIO Total	\$ 40.51
RIVERA ANNABELL Total	\$ 141.21
RIVERA CINDY L Total	\$ 97.09
RIVERA GERARDO Total	\$ 3.00
RIVERA JANNETTE Total	\$ 35.90
RIVERA MONA RAY Total	\$ 182.76
RIVERA NICOLAS Total	\$ 86.91
RIVERA RUBEN Total	\$ 373.72
RJK DINING LLC Total	\$ 647.75
ROBERTS NATHANA Total	\$ 115.39
ROBERTSON JACKI Total	\$ 82.41
ROBERTSON MARIA Total	\$ 76.28
ROBLEDO ANTONIO Total	\$ 6.17
ROCHA ROBERTO Total	\$ 36.08
RODGERS JANET C Total	\$ 0.55
RODRIGUEZ AUSTI Total	\$ 203.35
RODRIGUEZ CODY Total	\$ 52.71
RODRIGUEZ CYNTH Total	\$ 155.19
RODRIGUEZ FELIP Total	\$ 64.62
RODRIGUEZ JACQU Total	\$ 2.05
RODRIGUEZ JOSHU Total	\$ 139.06
RODRIGUEZ LOREN Total	\$ 347.90
RODRIGUEZ MICHA Total	\$ 487.16
RODRIGUEZ RITA Total	\$ 19.94
RODRIGUEZ RITO Total	\$ 206.56
RODRIGUEZ SERGI Total	\$ 20.96
RODRIGUEZ SOLED Total	\$ 219.51
RODRIGUEZ WENDY Total	\$ 194.02
RODRIGUEZ-CISNE Total	\$ 59.77
RODRIQUEZ ALONS Total	\$ 128.96

Customer	Unpd Bal
ROGERS DEBORAH Total	\$ 91.66
ROMERO FRANK Total	\$ 12.08
ROMERO LEROY A Total	\$ 152.45
ROMERO SAMANTHA Total	\$ 154.74
ROONEY WILLIAM Total	\$ 131.22
ROSALES DANIELL Total	\$ 23.19
ROSALES NORMA C Total	\$ 115.60
ROSALES RAY Total	\$ 84.91
ROSALEZ APAULIN Total	\$ 392.73
RUBIO JAVIER VE Total	\$ 65.23
RUEBUSH RANDALL Total	\$ 23.01
RUEDA GERARDO H Total	\$ 86.40
RUGELIO ROCIO J Total	\$ 108.41
RUIZ ROBERT N Total	\$ 58.88
RUIZ SAMUEL H Total	\$ 26.96
RUSSELL DESIREE Total	\$ 43.87
SADLER BEN Total	\$ 194.50
SAEKOW SUNDUSIT Total	\$ 22.28
SAENZ JUAN P Total	\$ 106.81
SAENZ MARIE CHA Total	\$ 64.40
SAENZ PATTI A Total	\$ 93.89
SAENZ SAMUEL Total	\$ 89.03
SAIZ ANDRES M Total	\$ 150.92
SAIZ JASON M Total	\$ 86.87
SALARS KAYLA A Total	\$ 0.09
SALAS DANNY JR Total	\$ 181.95
SALAS GINA Total	\$ 42.17
SALAS VINCENT M Total	\$ 162.02
SALAZAR JESSE Total	\$ 3.18
SALAZAR KEVIN Total	\$ 114.54
SALAZAR-GARCIA Total	\$ 211.49
SALDANA SALAZAR Total	\$ 92.92
SALGADO EULALIO Total	\$ 96.65
SALGUERO ARTURO Total	\$ 54.67
SALINAS ROBERT Total	\$ 110.80
SALOMON MICHELL Total	\$ 115.12
SAMBRANO IVANA Total	\$ 21.67
SAMBRANO RONALD Total	\$ 23.29
SANCHEZ AUGUSTI Total	\$ 15.24
SANCHEZ BRIANA Total	\$ 288.17
SANCHEZ GABRIEL Total	\$ 26.43
SANCHEZ GLORIA Total	\$ 135.94
SANCHEZ JESSICA Total	\$ 310.85
SANCHEZ JOSE Total	\$ 16.77
SANCHEZ JULIE M Total	\$ 169.31
SANCHEZ MARY M Total	\$ 51.76

Customer	Unpd Bal
SANCHEZ MICHAEL Total	\$ 120.39
SANCHEZ MILO Total	\$ 64.72
SANCHEZ REUBEN Total	\$ 87.75
SANCHEZ VICENTE Total	\$ 22.07
SANCHEZ YOLANDA Total	\$ 9.91
SANDLER RACHEL Total	\$ 99.92
SANDOVAL BENNY Total	\$ 52.39
SANTILLAN ANGEL Total	\$ 336.17
SANTORA MATTHEW Total	\$ 150.76
SANTOS ROLON ME Total	\$ 28.01
SAPPHIRE ENERGY Total	\$ 343.39
SAUCEDA DIXIE D Total	\$ 51.99
SAUCEDO MARCELI Total	\$ 53.82
SAUNDERS JULIE Total	\$ 16.13
SCARBROUGH JOHN Total	\$ 146.28
SCHELL GIOVANNI Total	\$ 203.27
SCHETTLER T W Total	\$ 11.77
SCHLUETER NANCY Total	\$ 122.61
SCHNITZER JEFF Total	\$ 266.14
SCHUELLER HOMES Total	\$ 42.39
SCHWARZ VICTORI Total	\$ 42.67
SCOTT JUNE C Total	\$ 209.42
SCROGGINS PHILI Total	\$ 77.93
SCULL GARRETT C Total	\$ 0.91
SEANEZ JULIO CE Total	\$ 232.82
SEDILLO LESLIE Total	\$ 57.26
SEIBYL WALTER & Total	\$ 35.73
SELTZER MICHAEL Total	\$ 0.35
SEPULVEDA CARLO Total	\$ 62.38
SERECEREZ GLORI Total	\$ 132.05
SERRANO ZION J Total	\$ 84.96
SHARRAH AARON R Total	\$ 20.19
SHATTUCK JOSEPH Total	\$ 130.10
SHAW KRISTI M Total	\$ 91.30
SHEPARD-CREER N Total	\$ 53.96
SHERMAN-ETSITTY Total	\$ 73.44
SHERPA TSERING Total	\$ 41.98
SHILDNECK NINA Total	\$ 69.27
SIFUENTES MARTH Total	\$ 10.64
SIFUENTES-BARRO Total	\$ 144.60
SILVA AMANDA BA Total	\$ 106.98
SILVA SARA T Total	\$ 29.89
SILVA TAWNI J Total	\$ 25.12
SILVA TAYLOR A Total	\$ 53.85
SILVA ZACHARY J Total	\$ 3.74
SIMS GINA D Total	\$ 2.96

Customer	Unpd Bal
SIMS JAKE Total	\$ 110.10
SITEL Total	\$ 180.55
SMITH DAVID W Total	\$ 350.34
SMITH GABRIEL R Total	\$ 208.32
SMITH JANA L Total	\$ 87.02
SMITH JEREMY PA Total	\$ 130.26
SMITH MICHELLE Total	\$ 110.82
SMITH PAULA JEA Total	\$ 4.43
SMITH ROSALIA G Total	\$ 124.64
SMITH THOMAS L Total	\$ 261.83
SNODGRASS JASON Total	\$ 191.56
SNYDER ALBERT P Total	\$ 71.76
SOLIS BERTHA Total	\$ 39.38
SOLIS MANUEL Total	\$ 22.00
SOLIS RICARDO Total	\$ 203.12
SOLIZ MARISA E Total	\$ 431.78
SOLORZANO ALICI Total	\$ 37.49
SOLORZANO ELIZA Total	\$ 7.35
SOLORZANO LUISA Total	\$ 247.22
SORIA SARAH Total	\$ 235.90
SORIANO LUCIANA Total	\$ 30.43
SOTELO AXEL A Total	\$ 1.56
SOTELO ELENA R Total	\$ 22.69
SOTO ANGELICA Total	\$ 12.86
SOTO CITLALLI M Total	\$ 17.36
SOTO EMY S Total	\$ 12.15
SOTO GUSTAVO D Total	\$ 232.15
SOTO HERRERA ER Total	\$ 64.67
SOTO TOM Total	\$ 52.99
SOTOMAYOR THOMA Total	\$ 300.18
SOWERS-MCREYNOL Total	\$ 223.92
SPACELAKE LLC Total	\$ 1,456.08
SPENCER SCOTT J Total	\$ 45.21
SPILSBURY LINDS Total	\$ 301.47
STAMLER RIO A Total	\$ 238.28
STANDRIDGE NORM Total	\$ 54.07
STARKE GREGORY Total	\$ 226.89
STEINMAN JESSIC Total	\$ 120.13
STEVENS COREY M Total	\$ 26.79
STEVENS RICHARD Total	\$ 24.10
STEVENSON KIM R Total	\$ 38.94
STINEMETZE GARA Total	\$ 170.69
STOLTENBERG KRI Total	\$ 117.90
SUGAMOSTO GARY Total	\$ 60.54
SUMBLER LACHAND Total	\$ 132.82
SUTTON TERESA R Total	\$ 136.31

Customer	Unpd Bal
SWAN BRYTTNE N Total	\$ 156.57
SWEET DYLAN G Total	\$ 60.89
SZABLINSKI JOYC Total	\$ 128.71
TAFOYA ANTHONY Total	\$ 59.89
TALAVERA JOSE A Total	\$ 171.74
TARANGO VICTOR Total	\$ 188.70
TARRO DEREK A Total	\$ 160.42
TAVERA JASON J Total	\$ 5.79
TELLES CHRISTIN Total	\$ 11.06
TELLES ERIC G Total	\$ 29.38
TELLES SANCHEZ Total	\$ 237.27
TELEZ FIDEL Total	\$ 17.60
TELEZ NICOLE Total	\$ 136.95
THAINDIA LLC Total	\$ 867.89
THAIS LEANNE M Total	\$ 275.41
THE ESTATE OF S Total	\$ 157.67
THOMAS JAMIE E Total	\$ 79.90
THOMPSON ADRAIN Total	\$ 83.78
THOMPSON HENRY Total	\$ 43.66
THOMPSON NAOMI Total	\$ 321.78
THOUVENELL CHAS Total	\$ 206.62
TILLMAN FRANCES Total	\$ 19.41
TIPTON JULIE Total	\$ 53.54
TOBAIGE ABDULRA Total	\$ 35.62
TOBIN COLIN TYR Total	\$ 92.02
TOLENTINO GREGO Total	\$ 122.89
TORRES CESAR D Total	\$ 167.67
TORRES JOHN Total	\$ 4.44
TORRES JOHNATHA Total	\$ 75.66
TORRES JOSE LUI Total	\$ 169.18
TORRES MARIO A Total	\$ 10.20
TORRES MARISELA Total	\$ 79.94
TORRES MERLINDA Total	\$ 8.51
TORREZ EDDY B Total	\$ 97.10
TORREZ SOPHIA Total	\$ 126.99
TOVAR ARTURO Total	\$ 101.64
TOVAR JUANITA Total	\$ 22.36
TOWNSEND RASHEE Total	\$ 135.38
TREJO MARTIN H Total	\$ 246.46
TROCHET EVERARD Total	\$ 12.45
TRONE KENNETH E Total	\$ 232.46
TRUJILLO JASON Total	\$ 38.59
TRUJILLO JULISS Total	\$ 60.76
TRUJILLO MARTHA Total	\$ 142.94
TRUJILLO NICHOL Total	\$ 31.60
TURNER AUDREY Y Total	\$ 6.92

Customer	Unpd Bal
TWISSELMAN TYLE Total	\$ 25.32
TYLER JOAN Total	\$ 21.47
ULIVARRI RAFAEL Total	\$ 49.83
UNDERWOOD TENIL Total	\$ 47.33
UNIVERSITY LAUN Total	\$ 2,207.04
URBINA HILDA AR Total	\$ 96.04
URBINA LARA ROB Total	\$ 210.98
URIAS ERON Total	\$ 9.61
URQUIDEZ NORBER Total	\$ 45.76
VAGANN JACOB Total	\$ 200.98
VAIL BRANDON RO Total	\$ 134.70
VAILLANCOURT-TE Total	\$ 40.10
VALDENEGRO RIOS Total	\$ 55.34
VALDEZ JERRY L Total	\$ 95.41
VALDEZ JOHNNY R Total	\$ 35.46
VALDEZ OLIVIA A Total	\$ 0.04
VALDEZ PHILLIP Total	\$ 6.62
VALDEZ VINCENT Total	\$ 283.52
VALENCIA MARIA Total	\$ 155.83
VALENZUELA LARI Total	\$ 58.13
VALENZUELA MACI Total	\$ 151.46
VALENZUELA ROCI Total	\$ 26.92
VALENZUELA VICT Total	\$ 33.14
VALENZUELA-GARC Total	\$ 36.76
VALLEJO-GUERRER Total	\$ 144.71
VALLES BETTY A Total	\$ 38.46
VALLES CHRISTIN Total	\$ 9.39
VALLES SHILOE M Total	\$ 11.31
VAN WAGONER CIN Total	\$ 97.19
VAN WAGONER VIV Total	\$ 10.33
VAN ZANTEN MARY Total	\$ 562.46
VARELA MORAYMA Total	\$ 1.61
VARGAS FLOR MAR Total	\$ 56.72
VARGAS JOANNA E Total	\$ 2.03
VARGAS MARIA ES Total	\$ 35.46
VASQUEZ CAROLE Total	\$ 117.12
VASQUEZ DOLORES Total	\$ 180.38
VASQUEZ GEORGIN Total	\$ 36.27
VASQUEZ JESUS R Total	\$ 196.64
VASQUEZ SEVERIA Total	\$ 208.50
VAZQUEZ MOLINA Total	\$ 22.82
VAZQUEZ SEAN J Total	\$ 155.39
VAZQUEZ SOFIA Total	\$ 45.14
VEGA ANGELIQUE Total	\$ 210.68
VEGA VERONICA C Total	\$ 52.59
VERDUGO MONICA Total	\$ 90.71

Customer	Unpd Bal
VIALPANDO SHARI Total	\$ 106.47
VIDAL-VILLARREA Total	\$ 584.69
VIGIL CECILIA E Total	\$ 153.49
VILLA KRYSTAL R Total	\$ 83.91
VILLALVA CRYSTA Total	\$ 103.33
VILLAPANDO RUDY Total	\$ 76.57
VILLAPANDO-TREV Total	\$ 183.98
VILLARREAL MARY Total	\$ 237.87
VINSON SAMUEL C Total	\$ 31.87
VIZCARRA VERONI Total	\$ 17.29
VOORHIS NICHOLA Total	\$ 16.68
WADDELL PROPERT Total	\$ 59.29
WALKER BETTY W Total	\$ 236.69
WALLACE AUSTIN Total	\$ 197.86
WALLACE MICHAEL Total	\$ 304.09
WALLACE SHELBY Total	\$ 61.50
WALLS DONALD Total	\$ 3.04
WARD ERIN Total	\$ 52.42
WARD MARI C Total	\$ 28.47
WARD VICKY ANN Total	\$ 6.94
WARNER LEANNE E Total	\$ 292.07
WARREN ANDRE K Total	\$ 234.28
WASHBURN JOURDA Total	\$ 62.04
WATSON BRETT M Total	\$ 11.35
WAYMAN JENNIFER Total	\$ 167.12
WEBB COLLIN A Total	\$ 3.25
WEBB STEPHANIE Total	\$ 240.60
WEBBER REYNALDO Total	\$ 76.51
WEDDLE KRISTEN Total	\$ 48.04
WELCH ROBBIE DA Total	\$ 131.98
WELLS BRANDON L Total	\$ 21.46
WELSH HARLAND W Total	\$ 155.91
WELSH JUDITH Total	\$ 183.69
WELSH TRAVIS A Total	\$ 67.62
WESTERN NEW MEX Total	\$ 0.40
WESTGATE AUTOMO Total	\$ 580.15
WHEELER MAE KAT Total	\$ 2.16
WHETHAM AMBER D Total	\$ 216.89
WHITAKER JULIA Total	\$ 99.28
WHITE EDWARD P Total	\$ 453.83
WHITE TRACY Y Total	\$ 151.61
WHITFIELD FAY Total	\$ 21.69
WHITTAKER MELAN Total	\$ 71.55
WILCOX JOHNNIE Total	\$ 67.95
WILKINS EMILY J Total	\$ 119.30
WILLIAMS AUGUST Total	\$ 241.48

Customer	Unpd Bal
WILLIAMS PAUL W Total	\$ 172.47
WILSON MERCEDES Total	\$ 55.89
WOOD RACHEL G Total	\$ 67.34
WOOD ROBERT C Total	\$ 59.69
WOOD ROY L Total	\$ 733.06
WOODS PHILLIP Total	\$ 119.12
WOODY JACOB W Total	\$ 26.65
WOOTEN AND SUND Total	\$ 7.55
WRIGHT KATHY J Total	\$ 207.05
WRIGHT LOGAN B Total	\$ 90.96
WROTHWELL AILEE Total	\$ 337.32
YACZKO MICHAEL Total	\$ 15.71
YANEZ BILLIE JO Total	\$ 194.61
YANEZ EVANGELIN Total	\$ 2.07
YERRINGTON JESS Total	\$ 111.57
YEVERINO GALIND Total	\$ 7.88
YOUNG-GRANNIS M Total	\$ 144.59
YOUSIF GABRIELL Total	\$ 44.21
ZAMARRIPA ELIZA Total	\$ 272.84
ZAMARRIPA OTHON Total	\$ 159.18
ZAMORA RENEE Total	\$ 17.50
ZAZUETA ROSAURA Total	\$ 57.42
ZECH DARLA J Total	\$ 66.96
ZEPEDA KIMBERLY Total	\$ 172.70
ZUBIATE HECTOR Total	\$ 88.09
Grand Total	\$ 191,516.89
Timing Adjustment	\$ 1,297.23
	\$ 192,814.12

Agenda Item #7.1

Year	Bill	Category	Account	Customer	Address	Type of Charge	Unpaid Balance
2018	51186	1	4631	GALLARDO CONSTRUCTION LLC	3800 W PICACHO AVE 930	OTHER REVENUE / GAS DAMAGE - GAS DEPT	420.00
2018	51246	1	12619	EASY LAWN	642 S ALAMEDA BLVD STE C	CLEANFILL TAXABLE	21.20
2018	51313	1	160316	K-MART 3682	PO BOX 2440	SW COMPACTOR/OPENTOP TAXABLE	469.88
2018	51806	1	4631	GALLARDO CONSTRUCTION LLC	3800 W PICACHO AVE 930	MATERIAL FAILED TESTING CHARGES	224.21
2018	51864	1	12619	EASY LAWN	642 S ALAMEDA BLVD STE C	YARDWASTE TAXABLE	90.58
2018	52341	1	87717	J&A CONTRACTORS LLC	PO BOX 13701	MATERIAL FAILED TESTING CHARGES	64.99
2018	52344	1	81637	SOUTHERN COMFORT ENTERPRISES INC	PO BOX 1405	MATERIAL FAILED TESTING CHARGES	37.91
2018	52381	1	12619	EASY LAWN	642 S ALAMEDA BLVD STE C	CLEANFILL TAXABLE	8.36
2018	52510	1	93633	CROUCH MARY L	603 E TEXAS	SW COMPACTOR/OPENTOP TAXABLE	313.24
2018	52581	1	54945	ACS INC	PO BOX 27460	DIAL A RIDE TOKENS	105.00
2018	52864	1	2083	MORROW ENTERPRISES INC	PO BOX 1747	OTHER REVENUE / GAS DAMAGE - GAS DEPT	1,834.98
2018	53387	1	93689	BUTTERFLY DRESS PROJECT	1505 MYRTLE AVE	OTHER REVENUE - SOLID WASTE	139.13
2018	53429	1	119753	LC INTERNATIONAL MARIACHI	1832 W AMADOR AVE	OTHER REVENUE	60.00
2018	53436	1	176570	GARDEA KRISTOPHER	3834 GARNET ST	PD OWNER RELEASE LIVE ANIMAL	60.00
2018	53632	1	148692	ESCALANTE JULIE M	5122 ANSWER DR	SW COMPACTOR/OPENTOP TAXABLE	239.65
2018	53939	1	55761	ANDRADE BRANDI NICOLE	1309 EUCALYPTUS DR	OTHER REVENUE / GAS DAMAGE - GAS DEPT	70.64
2018	53940	1	29653	PRESTIGE DEVELOPMENT LLC	910 E REDD RD STE K	OTHER REVENUE / GAS DAMAGE - GAS DEPT	826.87
2018	53942	1	29653	PRESTIGE DEVELOPMENT LLC	910 E REDD RD STE K	OTHER REVENUE / GAS DAMAGE - GAS DEPT	73.24
2018	53943	1	128485	METRO MECHANICAL	745 S COMPRESS RD	OTHER REVENUE / GAS DAMAGE - GAS DEPT	1,492.41
2018	53961	1	91418	HERNANDEZ JOSE C	2501 EL CAMINO REAL 16	PD OWNER RELEASE DEAD ANIMAL	10.00
2018	53964	1	20790	RGM CONSTRUCTION	527 MCCLURE RD	OTHER REVENUE / GAS DAMAGE - GAS DEPT	259.69
2018	54032	1	95324	ARE LANDSCAPE MANAGEMENT	PO BOX 290787	YARDWASTE TAXABLE	67.23
2018	54167	1	148692	ESCALANTE JULIE M	5122 ANSWER DR	SW COMPACTOR/OPENTOP TAXABLE	222.13
2018	54212	1	54945	ACS INC	PO BOX 27460	DIAL A RIDE TOKENS	60.00
2018	54542	1	95324	ARE LANDSCAPE MANAGEMENT	PO BOX 290787	YARDWASTE TAXABLE	39.33
2018	54558	1	9703	QUINTANA DANIEL	4989 KYLER RD	SW COMPACTOR/OPENTOP TAXABLE	549.06
2018	54996	1	148976	ROMERO ISIDRO	3936 SOMBRA PRIETA CT	PD SPECIAL ANIMAL PERMITS - NEW	25.00
2018	55001	1	164415	LAMARCO JEFFREY W	365 KAREN AVE SP 13	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	55002	1	164415	LAMARCO JEFFREY W	365 KAREN AVE SP 13	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	55022	1	96417	CROWN CASTLE	2000 CORPORATE DR	RENTAL/LEASE INCOME	3.00
2018	55028	1	87717	J&A CONTRACTORS LLC	PO BOX 13701	MATERIAL FAILED TESTING CHARGES	21.66
2018	55035	1	94747	LADIES NIGHT	251 N ROADRUNNER PKWY 403	PARK USE FEE	100.00
2018	55044	1	4631	GALLARDO CONSTRUCTION LLC	3800 W PICACHO AVE 930	OTHER REVENUE / GAS DAMAGE - GAS DEPT	420.00
2018	55045	1	4631	GALLARDO CONSTRUCTION LLC	3800 W PICACHO AVE 930	OTHER REVENUE / GAS DAMAGE - GAS DEPT	420.00
2018	55075	1	95324	ARE LANDSCAPE MANAGEMENT	PO BOX 290787	YARDWASTE TAXABLE	25.51
2018	55641	1	87717	J&A CONTRACTORS LLC	PO BOX 13701	MATERIAL FAILED TESTING CHARGES	37.91
2018	55652	1	19594	EAGLE VIEW CONTRACTORS LLC	PO BOX 16182	OTHER REVENUE / GAS DAMAGE - GAS DEPT	697.02
2018	55654	1	96974	CAMPOLLA IRENE	8915 ENGLEHARDT RD	INSURANCE RECOVERIES GEN FUND	1,189.92
2018	55662	1	1004	GREEN THUMB NURSERY	2211 N MESQUITE ST	CLEANFILL TAXABLE	41.32
2018	55785	1	9703	QUINTANA DANIEL	4989 KYLER RD	SW COMPACTOR/OPENTOP TAXABLE	254.48
2018	55821	1	149475	ESTATE OF KAREN CHRISTINE HAY	7228 VILLAGE DR	SW COMPACTOR/OPENTOP TAXABLE	204.11
2018	56139	1	92950	CARRILLO OLIVIA CRYSTAL	PO BOX 287	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	56141	1	67665	MOORE DEREK T	17960 TIERRA ALTA	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	56142	1	70041	NEITO ASHLEY MARIE	3446 NORTHRIDGE DR	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	56143	1	70041	NEITO ASHLEY MARIE	3446 NORTHRIDGE DR	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	56149	1	82434	DICKERSON DELBERT N	1428 TENNYSON ST	PD SPECIAL ANIMAL PERMITS - NEW	25.00
2018	56178	1	79086	CALBERT MICHAEL A	217 SASSER DR	PD OWNER RELEASE DEAD ANIMAL	10.00
2018	56231	1	1037148	BACA VIRGINIA V	5245 BATAAN MEMORIAL W	PD 1ST TIME RES MULTI PERMIT	25.00
2018	56291	1	97509	GARCIA CARMEN	1960 GLADYS DR	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	56292	1	97511	RAMIREZ ANTHONY	152 OBAN CT	PD OWNER RELEASE DEAD ANIMAL	10.00
2018	56294	1	97508	HERNANDEZ DAVID	367 EL MOLINO BLVD	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	56391	1	9703	QUINTANA DANIEL	4989 KYLER RD	SW COMPACTOR/OPENTOP TAXABLE	279.05
2018	56428	1	122191	KURIAN JACOB P	PO BOX 4748	SW COMPACTOR/OPENTOP TAXABLE	20.45
2018	56491	1	4631	GALLARDO CONSTRUCTION LLC	3800 W PICACHO AVE 930	MATERIAL FAILED TESTING CHARGES	119.14
2018	56492	1	4631	GALLARDO CONSTRUCTION LLC	3800 W PICACHO AVE 930	MATERIAL FAILED TESTING CHARGES	58.49
2018	56495	1	87717	J&A CONTRACTORS LLC	PO BOX 13701	MATERIAL FAILED TESTING CHARGES	81.23
2018	56770	1	17807	MARRUFO MATTHEW T	2560 PRIMAVERA ST	OTHER REVENUE	2,759.04
2018	56790	1	57825	YOUNG BENJAMIN J	527 NORTH PARK DR	PD SPECIAL ANIMAL PERMITS - NEW	25.00
2018	56802	1	156131	LEDESMA EDNA	PO BOX 2581	PD SPECIAL ANIMAL PERMITS - NEW	25.00
2018	56850	1	70999	DEGROAT TANELL D	2562 SONRISA LOOP	PD SPECIAL ANIMAL PERMITS	15.00
2018	56852	1	113661	MANCHA ELAINE R	1424 LEES DR	PD OWNER RELEASE DEAD ANIMAL	10.00
2018	57080	1	95324	ARE LANDSCAPE MANAGEMENT	PO BOX 290787	YARDWASTE TAXABLE	36.94
2018	57091	1	101384	CAMUNEZ ANDREA L	634 N TORNILLO ST	PD SPECIAL ANIMAL PERMITS - NEW	25.00
2018	57219	1	97220	SANDOVAL JULIO C	123 CRISTO AVE	SW COMPACTOR/OPENTOP TAXABLE	24.95
2018	57231	1	144281	SANCHEZ MICHELENE JO	5062 MELODY LN	SW COMPACTOR/OPENTOP TAXABLE	285.16
2018	57256	1	980032	MARSHALLS 802	PO BOX 346	SW COMPACTOR/OPENTOP TAXABLE	167.80
2018	57277	1	300017	NEW MEXICO COMMISSION FOR THE BLIND	277 E AMADOR AVE STE 101	DIAL A RIDE TOKENS	56.00
2018	57278	1	300017	NEW MEXICO COMMISSION FOR THE BLIND	277 E AMADOR AVE STE 101	DIAL A RIDE TOKENS	192.00
2018	57287	1	76723	SANWICK JOSEPH A	2990 STEVEN CAMPBELL RD	PD SPECIAL ANIMAL PERMITS - NEW	25.00
2018	57549	1	97624	OBSURE SOLUTIONS LLC	401 EL MOLINO	PARK USE FEE	100.00
2018	57557	1	96326	VANELLEN ROBERT	805 N 17TH ST SP 212	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	57563	1	109725	MISQUEZ GUADALUPE	1755 E GRIGGS AVE	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	57583	1	64609	GOMEZ-RODRIGUEZ JESSICA M	435 ITHACA CT APT L8	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	57596	1	92940	WILLIAMS MICHELLE R	3817 SANTA ALEXANDRA RD	OTHER REVENUE / GAS DAMAGE - GAS DEPT	62.99
2018	57607	1	1004	GREEN THUMB NURSERY	2211 N MESQUITE ST	CLEANFILL TAXABLE	13.93
2018	57640	1	95324	ARE LANDSCAPE MANAGEMENT	PO BOX 290787	YARDWASTE TAXABLE	7.62
2018	57651	1	103845	WILKES WILLIAM	480 MCAULEY ST	SW COMPACTOR/OPENTOP TAXABLE	254.48
2018	57696	1	77832	BLAIR CECIL ALLEN	110 TEPEE TRL	SW COMPACTOR/OPENTOP TAXABLE	24.95
2018	57738	1	76552	HERBIAS MICAH J	4005 CALLE ESTADOS	PD OWNER RELEASE LIVE ANIMAL	20.00
2018	58091	1	299962	NEW MEXICO STATE UNIVERSITY	P O BOX 300001	PD OVER TIME FOR NMSU EVENTS	40.45
2018	8500001	1	800001	MESILLA VALLEY AVIATION	PARCEL 9W	AIRPORT LAND RENTAL	563.34
2018	29992101	1	83676	VAZQUEZ REALTY HOLDINGS LLC	PO BOX 12164	RENTL / LEASES INCOME FLOOD CONTROL	171.63
2018	98050403	1	92926	DRAGONFLY LLC	3198 ATHENIAN WAY	RENTAL/LEASE ECON DEV	100.00
2018	98050404	1	92926	DRAGONFLY LLC	3198 ATHENIAN WAY	RENTAL/LEASE INCOME - TIDD	100.00
2018	98050405	1	92926	DRAGONFLY LLC	3198 ATHENIAN WAY	RENTAL/LEASE INCOME - TIDD	100.00

Total All Bills

\$ 17,252.24

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NAME	DATE BILLED	Money Owed
Acosta, Rebecca	2017-10-11	\$ 19.99
Aguilar, Eduardo M	2017-07-12	\$ 68.93
Aguilar, Noel D.	2018-05-14	\$ 28.00
Aguirre-O'keefe, Analia	2017-09-21	\$ 22.95
Alanazi, Farah S	2018-01-06	\$ 153.84
Alarcon, Estrella	2017-10-26	\$ 132.83
Alcala, Hope Devine	2017-07-06	\$ 289.75
Alcala, Sergio	2017-11-02	\$ 19.95
Al-Humrani, Jasmine A	2017-10-13	\$ 28.00
Almendariz, Louis Richard	2018-02-11	\$ 179.35
Alvarez, Vanessa Maria	2017-10-23	\$ 109.78
Alverado, Angel Garcia	2018-06-04	\$ 58.99
Amaral, Tiffany N.	2017-11-13	\$ 89.90
Amaya, Adrian	2017-08-18	\$ 96.94
Ambriz, Juan Carlos Jr.	2018-05-07	\$ 34.99
Apodaca, Amanda J.	2017-12-21	\$ 36.95
Apodaca, Erlinda A.	2017-08-16	\$ 125.65
Aragon, Destiny R	2017-10-28	\$ 112.43
Arriola, Henry Jr	2018-04-12	\$ 148.33
Ashcroft, Samantha A	2018-06-18	\$ 31.20
Astorga, Santiago Miguel	2018-04-26	\$ 52.95
Avalos, Alyssa L	2017-07-27	\$ 52.98
Avalos-Medina, Vincent L	2018-01-11	\$ 22.00
Ayala, Jessica K	2017-10-19	\$ 114.87
Ayers, Brandon M	2018-04-09	\$ 74.94
Baca, Bobbi	2017-11-30	\$ 28.95
Baez, Alejandro	2018-01-02	\$ 17.99
Baeza, Jazzelle	2017-12-16	\$ 24.99
Bagwell, Sidni M	2018-02-08	\$ 67.98
Bailey, Jamie L	2017-10-14	\$ 49.98
Baker, Candace	2017-08-11	\$ 118.99
Ball, Ashlee Brooke	2018-01-06	\$ 24.95
Banuelos, Karen Valeria	2017-10-28	\$ 74.98
Barron, Vanessa	2018-03-25	\$ 83.51
Bell, Belinda O	2017-10-16	\$ 70.95
Bement, Charlene	2017-12-09	\$ 3.00
Benavidez, Conrad	2018-05-11	\$ 89.99
Benavidez, Ricardo Julian	2017-12-27	\$ 84.16
Bernal, Jordan A	2017-12-04	\$ 262.93
Berry, Monica A	2017-10-18	\$ 6.00
Bierly, Marie M	2018-01-17	\$ 296.73
Bilbao, Daimian	2017-07-26	\$ 3.00
Bilbao, Victor J	2017-10-22	\$ 123.63
Binggeli, Annie R	2018-05-17	\$ 113.69
Blackwell, Dorris K	2017-11-27	\$ 35.00
Blakemore, George E	2017-08-11	\$ 72.89
Blanco, Dalilah F	2018-01-30	\$ 6.00
Blanco, Domonic E	2017-09-20	\$ 33.00
Blanco, Stephen C	2018-02-18	\$ 83.44
Bloomfield, Bryant	2017-12-13	\$ 62.97
Boucher, Dustin Tyler	2017-12-12	\$ 72.50
Bravo, Jessica R	2018-02-12	\$ 71.97
Brewington, Corey K Jr	2017-10-25	\$ 138.37
Brooks, Elaine	2018-06-30	\$ 43.98
Bruggemann, Gabriella R	2017-09-27	\$ 3.00
Bruggemann, Laura	2018-01-02	\$ 77.97
Bullard, Allyson R	2017-12-21	\$ 61.99
Burciaga-Bustillos, Petra Angelina	2017-08-11	\$ 27.99
Burge, April L	2017-10-12	\$ 28.99
Burke, Luanne E	2017-12-27	\$ 251.12
Burke, Matthew M	2017-09-20	\$ 25.95
Burns, Amanda M	2017-10-13	\$ 28.00
Burton, Tarkeysha Edwina	2017-07-25	\$ 16.99
Buster, Crystal J	2018-03-01	\$ 47.90

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Buster, Levanni	2018-03-01	\$	155.23
Buster-Jones, Makiyha J	2018-03-01	\$	128.32
Caballero, Armando Isaiah	2018-05-06	\$	149.94
Caballero-Sanabria, Carlos Omar	2017-11-02	\$	10.00
Cadena, Samantha	2018-04-16	\$	146.40
Calderon, Paula M	2017-08-14	\$	30.47
Camacho, Gabriel C	2018-06-15	\$	45.90
Campos, Dominick Christopher	2017-12-27	\$	104.95
Campos, Julieta P.	2018-04-06	\$	9.00
Campos, Nancy M	2017-08-28	\$	144.40
Cannon, Ronald A	2017-10-03	\$	30.45
Cano, Irma Itzel	2017-10-12	\$	38.50
Cano, Iyati S	2017-08-21	\$	67.97
Carpio, Priscilla R	2017-07-19	\$	46.98
Carranza, Yuliana	2017-12-19	\$	27.99
Carrasco, Kerri A	2017-09-10	\$	28.10
Carrillo, Teresa N	2017-07-07	\$	103.92
Carter, Bradley A	2017-12-16	\$	226.95
Castaneda, Cindy M	2017-07-24	\$	110.97
Castanon, Eloy	2018-06-21	\$	188.83
Castillo, Manuela A	2017-09-20	\$	88.93
Cerna, Ana Marie	2017-08-11	\$	66.94
Chacon, Lyric	2018-04-17	\$	50.70
Chaires, Andrew Jacob	2017-11-03	\$	124.40
Chamberlain, Rachel Jane	2018-03-01	\$	38.96
Chapin, Andrew	2017-12-12	\$	51.88
Chavez Chacon Brianna S	2017-07-12	\$	77.95
Chavez, Eulalio Valentin	2017-11-12	\$	149.85
Chavez, Rebecca A	2017-11-28	\$	49.95
Chavez, Salvador John	2018-02-25	\$	90.95
Chavez, Teresa Anne	2018-06-02	\$	104.93
Christian, Charlette L	2017-07-11	\$	86.73
Ciampa, Barbara Elizabeth	2018-05-19	\$	72.95
Cisneros, Erica	2017-07-18	\$	31.95
Claro, Martha S	2017-09-20	\$	26.99
Cleary, Kaiden R	2017-08-23	\$	35.00
Click, Mikayla R	2017-11-17	\$	82.92
Click, Shayla L	2017-10-05	\$	19.99
Combs, David Leno Jr.	2017-07-26	\$	104.95
Connelley, James A	2017-07-31	\$	83.70
Coole, Zackary W	2018-04-08	\$	62.94
Corbin, Darren J	2017-10-16	\$	49.99
Cordova, Brianna I	2017-11-09	\$	26.00
Cordova, Rosa I	2018-04-05	\$	3.00
Corral, Socorro L	2017-07-13	\$	27.44
Correa, Javier A	2017-12-27	\$	34.95
Craig, Jessica M	2018-06-28	\$	34.99
Crosby, Chardel	2017-07-06	\$	149.85
Crothers, Harmony E	2018-06-20	\$	3.00
Cruz, Aurelio A	2017-09-01	\$	107.92
Cuaron, Mary Nicole	2018-01-03	\$	87.94
Dams, Jason Robert	2017-09-22	\$	50.62
Dams, Rachel F	2017-09-22	\$	116.89
De la Cruz, Antonio M	2017-08-17	\$	20.00
De La O, Randy	2017-07-14	\$	61.94
De La Torre, Iris	2018-01-02	\$	27.99
De Santiago, Faith A	2017-09-20	\$	268.79
Deleon, Genessis G	2017-10-27	\$	87.83
Delgado, Angel	2017-10-01	\$	5.00
Delgado-Naegele, Jonathan A	2018-04-07	\$	156.03
Diaz, Cecilia E	2017-10-19	\$	131.99
Diaz, Judith B	2018-03-10	\$	66.97
Dominguez, Ana Gabriela	2018-01-05	\$	53.90
Dominguez, Diana I	2017-10-14	\$	63.94
Dominguez, Irene G	2018-03-16	\$	105.97

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Dominguez-Kerr, Moriah	2017-09-14	\$	3.00
Doram, Mailani	2018-04-16	\$	24.99
Duenez, Benjamin O	2017-08-02	\$	46.94
Duran, Maira	2018-04-07	\$	96.89
Edwards, Elizabeth	2018-06-23	\$	14.99
Enriquez, Darren J	2017-09-18	\$	19.45
Enriquez, Joe D	2017-09-21	\$	84.48
Enriquez, Ronnie A	2017-11-02	\$	174.84
Escarcega, Aubrey Aleena	2017-10-13	\$	64.99
Estrada, Eduardo A	2017-10-12	\$	29.95
Felt, Lance M	2018-01-02	\$	213.94
Fernandez, Anna Marie	2018-06-14	\$	17.99
Fernandez, Janet	2017-08-14	\$	43.90
Felder, Darrell J	2018-01-10	\$	25.99
Finley, Jacob N	2017-07-17	\$	9.00
Fisher, Timothy D	2018-04-02	\$	39.95
Flores, Daniel	2018-01-19	\$	55.00
Flores, Marcello	2017-07-24	\$	45.26
Flores, Marlo Luciano	2017-07-24	\$	90.70
Flores, Minerva L.	2018-03-30	\$	44.99
Fontes, John Jesus	2017-11-25	\$	150.88
Foster, Quwali J	2017-10-12	\$	20.00
Fronapfel, Robert Michael	2017-10-20	\$	34.99
Fulps, Samantha	2017-10-27	\$	30.00
Gallegos, Heaven T	2018-02-08	\$	101.85
Galvan, Madison H	2018-05-26	\$	83.97
Gamez, Alexei Jaylynn	2017-11-22	\$	67.97
Gamon, Elizabeth	2017-10-12	\$	28.00
Gamon, Gloria Sinai	2017-11-06	\$	79.00
Gant, Ashley M	2018-06-20	\$	24.95
Garcia III, Matthew K	2017-09-15	\$	65.94
Garcia, Annastasia A	2018-05-03	\$	52.95
Garcia, Cecilia S	2017-09-10	\$	34.99
Garcia, Christopher A	2018-05-21	\$	48.95
Garcia, Daphney Sky	2018-05-05	\$	155.09
Garcia, Jami I	2018-06-11	\$	37.98
Garcia, Joe A	2017-09-20	\$	126.94
Garcia, Magdalena B	2017-09-25	\$	3.00
Garcia, Patricia Ann Elisa	2017-08-16	\$	103.92
Garcia, Robert R	2017-10-13	\$	26.95
Garcia, Stephanie Melissa	2017-09-10	\$	146.79
Garcia, Stephen A	2018-02-23	\$	33.95
Gay, Leigh A	2017-10-13	\$	30.00
Gedicks, Hunter J	2017-12-29	\$	42.00
Gibson, James L	2017-07-28	\$	34.95
Giron, Marissa	2018-03-15	\$	231.89
Gojkovich, Robyn Jean	2017-09-10	\$	148.93
Gomez, Diana	2017-07-28	\$	26.61
Gomez, Jack A	2017-07-10	\$	94.97
Gomez, Karla Y	2017-09-10	\$	27.96
Gomez, Maricela A	2017-07-28	\$	22.34
Gomez, Yolanda	2018-01-11	\$	97.27
Gonzales, Burgandy J	2017-08-04	\$	24.95
Gonzales, Eric	2017-11-07	\$	27.00
Gonzales, Jenise L	2018-01-02	\$	16.99
Gonzales, Magenta O	2018-05-15	\$	91.76
Gonzales, Nicholas O	2017-12-09	\$	32.65
Gonzalez, Adriana	2017-12-03	\$	75.06
Gonzalez, Angela	2017-08-11	\$	107.96
Gonzalez, Brenda	2017-09-10	\$	138.19
Gonzalez, Chadey I	2017-11-15	\$	19.99
Gonzalez, Isaiah M	2017-09-21	\$	97.93
Gonzalez, Martha Judith	2018-06-08	\$	161.90
Granados, Mayra L	2018-02-23	\$	104.98
Gray, Kenneth P	2018-05-10	\$	33.00

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Guereca, Julian A	2017-08-28	\$	121.92
Guereca, Mixie A	2017-09-10	\$	62.93
Guerrero, Amanda R	2018-03-21	\$	75.90
Gulliver, Kai Daniel	2017-08-11	\$	162.12
Gurule, Caleb S	2018-04-14	\$	81.80
Gurule, Imelda	2017-09-10	\$	34.99
Gurule, Trinity R	2018-04-14	\$	77.94
Gutierrez, Domanique M	2018-05-23	\$	130.72
Gutierrez, Omi Amos	2018-01-12	\$	145.45
Gutierrez, Steve M	2018-04-17	\$	281.81
Hadley, Deanna A	2017-08-25	\$	163.88
Hall, Chase Quentin	2018-05-15	\$	87.39
Harlow, Sarah B	2017-08-21	\$	69.90
Harris, Ian I	2018-02-20	\$	35.95
Hase, Sonny	2017-09-27	\$	25.95
Hernandez, Angel Aaron	2018-03-10	\$	111.83
Hernandez, Brianna	2018-05-19	\$	81.70
Hernandez, Celia J	2017-12-20	\$	39.95
Hernandez, Christopher Everardo	2018-05-13	\$	75.90
Hernandez, Desiree Irene	2018-02-16	\$	23.99
Hernandez, Diana	2018-04-26	\$	38.50
Hernandez, Flor S	2018-03-16	\$	83.96
Hernandez, Iree N	2018-02-16	\$	22.99
Hernandez, James J	2017-07-21	\$	38.49
Hernandez, Jazeth	2018-04-05	\$	67.92
Hernandez, Matthew E	2018-05-16	\$	23.99
Hernandez, Mia	2018-05-19	\$	68.73
Hernandez, Raul S	2018-05-19	\$	118.96
Hernandez, Richard A	2018-01-18	\$	19.44
Hernandez, Robert J	2017-09-10	\$	24.95
Hernandez, Valeria A	2018-04-26	\$	53.98
Hernandez-Novelo, Emily	2018-06-22	\$	30.99
Herndon, Ryan Latham	2017-10-18	\$	90.94
Herrera, Andrew Jacob	2018-01-02	\$	130.89
Herrera, Carlos	2017-10-13	\$	24.95
Herrera, Mariah L	2017-11-15	\$	20.00
Herring, Kathleen J	2017-10-14	\$	38.95
Hildebrandt, Melissa A	2018-01-11	\$	37.98
Hillhouse, Felicia M	2018-05-05	\$	79.89
Hinojos, Luis R	2017-08-18	\$	136.48
Hobbs, Jason Michael	2017-12-27	\$	144.87
Holbrook, Bryan J	2018-04-25	\$	59.00
Holguin, Alicia K	2017-12-01	\$	183.83
Holguin, April S	2018-05-24	\$	105.93
Holguin, Eva R	2017-11-08	\$	73.95
Holguin, Patricia Ann	2017-08-25	\$	65.16
Hollowell, Alyssa E	2018-05-14	\$	128.88
Huddleston, Crystal	2018-04-30	\$	19.99
Hughes, Tobin	2017-12-12	\$	20.99
Infante, Gary Guy	2017-09-10	\$	20.96
Jackson, Caleb J	2017-08-02	\$	100.43
Jain, Sheena K	2017-07-05	\$	37.00
Jaquez-Torres, Jesus Eduardo	2017-10-12	\$	200.20
Jasso, Delilah M	2017-12-27	\$	99.94
Jasso, Moses Victor	2018-01-05	\$	13.99
Jenkins, Brad K	2018-06-19	\$	36.95
Jette, Amber Marie	2018-03-26	\$	72.95
Jimenez, Claudia	2017-11-19	\$	67.00
Jimenez, Jorge A	2018-02-28	\$	19.44
Jimenez, Sonia Angelica	2017-11-19	\$	25.99
Johnson, Jazmine N	2017-11-13	\$	24.00
Jones, Yvonne	2018-06-08	\$	140.84
Joplin, Olivia Perez	2018-01-26	\$	22.99
Kaiser, Laura M	2018-06-13	\$	75.97
Kalinowski, Brandon D	2018-02-10	\$	26.95

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Keegan, Michael J	2017-12-06	\$	85.89
Keller, Aubrey A	2017-09-07	\$	49.90
King, Amanda	2017-11-01	\$	124.88
King, William Leo	2018-01-02	\$	49.94
Klimasara, Blake	2018-05-18	\$	26.00
Kopec, Ann F	2017-10-20	\$	21.00
Krueger, Sara Jessica	2018-01-17	\$	135.37
Ladd, Landen A	2018-01-17	\$	23.96
Lakemper, Adelina N	2018-06-09	\$	16.95
Lakemper, Carlos J	2018-06-09	\$	24.95
Landman, Felice R	2017-09-10	\$	163.88
Lanford, Ruben R	2018-06-12	\$	113.82
Lara, Abel Alberto	2018-06-23	\$	39.98
Lara, Christina L	2017-09-05	\$	88.39
Lara, Erik	2018-04-11	\$	39.95
Lara, Joaquin R	2018-01-02	\$	49.98
Lara, Patricia B	2017-09-20	\$	64.98
Lassiter, Danica L	2017-10-12	\$	54.98
Lee, Ciara E	2018-01-26	\$	35.95
Lee, Nelbert	2018-02-22	\$	6.00
Lewis, Laura Lisa	2017-07-19	\$	34.00
Leyva, Melissa	2017-08-11	\$	41.32
Licon, Adriana	2018-03-26	\$	21.95
Lira, Martha L	2017-09-27	\$	49.98
Llopez, Aidan M	2017-08-11	\$	95.36
Lomeli, Vanessa	2018-04-20	\$	26.95
Lopez, Angelique	2017-07-24	\$	103.96
Lopez, Darian	2017-08-11	\$	115.43
Lopez, David F	2018-04-27	\$	58.98
Lopez, Dominique	2017-07-19	\$	47.98
Lopez, Eesiah Anthony	2017-07-24	\$	90.87
Lopez, Joshua M.	2017-10-14	\$	49.95
Lopez, Sandra M	2017-07-06	\$	49.93
Loya-Cisneros, Mayra	2017-12-20	\$	26.95
Lozano, Olivia	2017-11-09	\$	106.20
Lucero, Hannah R	2017-12-20	\$	53.94
Lucero, Stephanie C	2018-06-04	\$	26.99
Luciano, Danielle Maria	2017-10-16	\$	24.95
Lunsford, Misty Lyn	2017-07-03	\$	149.28
Macias, Daniel B	2017-07-19	\$	168.43
Macias, Gabriel	2017-10-14	\$	86.00
Mada, Iris	2018-02-18	\$	62.94
Madrid, Emily	2018-03-28	\$	96.52
Madrid, Patrick A	2018-04-24	\$	82.65
Maese, Ronald A	2017-10-16	\$	34.95
Magana, Kimberly Joyce	2017-11-02	\$	35.95
Maldonado, Sophia LL	2017-10-29	\$	30.99
Marin-Hernandez, Kenia	2017-11-08	\$	19.99
Marquez-Murrieta, Jennifer A	2018-06-08	\$	20.95
Martinez, Amber V	2017-07-27	\$	116.91
Martinez, Annalisa M	2018-04-22	\$	85.00
Martinez, Armando	2018-03-04	\$	23.99
Martinez, Desirae Leonor	2018-02-16	\$	33.95
Martinez, Isidro	2017-08-25	\$	136.85
Martinez, Jessica	2017-09-22	\$	168.94
Martinez, Laura I	2018-06-28	\$	31.95
Martinez, Lizet	2017-12-04	\$	26.99
Martinez, Maximo M	2018-02-02	\$	30.00
Martinez, Melaika Raven	2017-12-10	\$	5.00
Martinez, Monique R	2017-10-13	\$	7.99
Martinez, Monique T	2017-07-25	\$	20.99
Martinez, Robert Anthony	2017-11-15	\$	29.99
Martinez, Teresa	2017-09-29	\$	24.99
Martinez, Teresa E	2017-08-31	\$	167.87
Martinez-Pacheco, Dennis Gerardo	2017-07-19	\$	32.95

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Mashburn, Stacy C	2018-01-17	\$	79.41
Mason Ortiz, Makayila A.	2018-04-04	\$	79.96
Mata, Anthony I	2017-09-22	\$	110.18
Mata, Makayla J	2017-09-22	\$	170.95
Mata, Mariah L	2017-09-22	\$	76.97
Mata, Marisa M	2017-09-22	\$	110.61
Maynez, Maria Daisy	2018-01-05	\$	98.53
McAfee, Ashley L	2018-02-18	\$	34.99
McClarín, Camila J	2018-04-09	\$	26.00
McClarín, Leonardo A	2018-04-09	\$	15.99
McCollough, Kaiya A	2018-02-23	\$	27.99
McCollough, Kayla A	2018-02-02	\$	27.99
McConnell, Jennifer Lynn	2017-11-25	\$	435.73
McCravey, Michelle L	2018-06-30	\$	64.99
McKinney, Scott D.	2018-03-26	\$	140.75
Medavasapu, Ramaden	2018-02-23	\$	25.95
Medrano, Ellianna M	2018-05-17	\$	19.99
Melendrez, Joseph A	2017-10-28	\$	81.89
Melon, Isabelle Y	2017-10-27	\$	96.95
Mendez, Juan	2018-02-01	\$	24.95
Mendoza, Crystal L	2017-11-19	\$	71.91
Mendoza, Santana J	2017-11-09	\$	10.79
Meraz, Orlando K	2017-09-30	\$	28.00
Meza-Rodriguez, Anahlysa M	2017-12-03	\$	194.66
Miles, Donna	2018-06-22	\$	50.00
Millioen, Judith	2017-11-22	\$	29.99
Miranda, Roger A	2018-04-22	\$	31.99
Montalvo, Ruben	2017-10-25	\$	103.94
Montano, Ashley J.	2017-10-13	\$	24.95
Montellano, Mia	2018-04-25	\$	25.00
Montemayor, Gabri E	2017-08-11	\$	82.93
Montgomery, Maria T	2017-11-17	\$	32.95
Montoya, Lexxus Rae	2018-01-26	\$	118.99
Montufar, Jacqueline Noemi	2017-10-17	\$	102.96
Moore, Ian C	2017-09-20	\$	17.99
Moore, James Rusell	2018-06-13	\$	41.07
Moore, Scott Douglas	2018-06-28	\$	60.94
Mora, Nina Joseph	2017-09-21	\$	19.99
Morales, Luis E	2017-10-29	\$	28.95
Morales, Tommy	2017-09-18	\$	3.00
Morales, Veronica N	2018-04-14	\$	14.23
Moran, James M	2018-04-19	\$	72.72
Moreno, Maria Isabel	2017-10-12	\$	24.00
Moreno, Maribel	2017-09-21	\$	26.95
Morey, William T	2017-08-11	\$	38.95
Morgan, Matthew D	2018-05-20	\$	26.00
Moya, Gabriel B	2017-10-20	\$	25.99
Munoz, Gloria F	2017-11-12	\$	29.99
Murphy, Monique A	2018-02-02	\$	168.96
Nally, Anthony Lee	2017-08-11	\$	163.42
Nelson, Aleshia Jo	2017-11-28	\$	15.98
Nevarez, Tajoe Ramon	2017-12-27	\$	23.99
Nez, Carman M	2018-06-26	\$	3.00
Nisar, Sana	2018-03-30	\$	19.99
Nissen, Crystal Marie	2017-09-05	\$	22.00
Nunez, Chris C	2017-11-09	\$	3.00
Oderkirk, Wendell M	2018-01-10	\$	3.00
Oliver, Alexis D	2017-08-02	\$	73.77
Ordonez-Stremel, Sussie L	2018-04-29	\$	22.95
Orosco Jr, Valentino I	2017-11-29	\$	34.99
Orta, Amanda	2018-02-20	\$	158.84
Ortiz, Olivia C	2017-12-02	\$	25.99
Ostos, Cipriano J	2017-11-04	\$	75.84
Padilla, Mariana P	2018-04-04	\$	26.99
Pantoja, Bernardo	2017-09-05	\$	132.40

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Pantoja, Rosemarie	2017-09-05	\$	124.41
Patrick, James Matthew	2017-07-12	\$	47.39
Pena, Brianna Monique	2018-06-15	\$	30.00
Peralta, Roxana Y	2018-03-10	\$	56.98
Perea, Mark Anthony	2017-08-25	\$	21.99
Perez, Doraanne	2017-07-03	\$	91.93
Perez, Sherleen	2017-12-02	\$	33.95
Perez, Wisper Shyenne	2017-11-17	\$	20.00
Perrault, Dolores P	2017-12-29	\$	134.90
Pickering, Christina Joy	2017-09-29	\$	21.95
Pinon, Alma A	2018-05-14	\$	59.98
Pittman, Lydia K	2018-06-05	\$	50.00
Portillo, Martha V	2017-08-17	\$	197.07
Provencio, Karen M	2017-10-02	\$	35.99
Pruitt, Ronnie G	2017-08-15	\$	9.60
Quezada, Kimberly	2018-05-19	\$	3.00
Quinones, Saira A	2017-11-16	\$	45.98
Quintero, Antonio	2017-09-21	\$	19.44
Rader, Ashley Nicole	2017-09-27	\$	259.80
Rall, Kiersten	2018-04-04	\$	28.99
Ramos-Martinez, Tamara L	2017-12-12	\$	89.98
Ramsey, Leslie D	2017-09-05	\$	106.80
Rangel, Debora B	2018-04-09	\$	29.95
Raught, Christina Margaret	2018-06-16	\$	39.99
Rea, Cheyenne	2017-12-09	\$	2.60
Reed, Jennifer K	2017-09-10	\$	61.90
Reed, Katherine O	2017-11-16	\$	113.47
Resendiz, Joseph	2017-10-13	\$	103.26
Resendiz, Joshua	2017-10-17	\$	99.65
Resendiz, Julian	2017-10-13	\$	113.69
Reyes, Amanda V	2017-09-28	\$	139.93
Reyes, Melody R	2018-05-03	\$	22.49
Reymundo, Elizabeth	2018-06-02	\$	134.05
Richardson, Amy	2017-10-18	\$	99.94
Rios, Candace Darlene	2017-08-02	\$	69.99
Rios, Layla A	2018-01-16	\$	45.94
Rios, Liliana M	2018-01-16	\$	66.94
Rivas, Brenda A	2017-12-29	\$	22.85
Rivera, Amileh N	2018-04-20	\$	26.00
Rivera, Kayleen A	2018-03-20	\$	58.98
Rivera, Maya A	2017-12-02	\$	114.96
Rivera, Michelle	2018-03-28	\$	38.00
Rivera, Perla	2017-08-04	\$	26.99
Robbins, Donna L	2017-12-14	\$	35.00
Robinson, Janell	2017-09-20	\$	62.22
Robinson, Robert L	2017-07-03	\$	5.00
Robledo, Jacqueline Y	2018-06-06	\$	57.47
Robles, Adrian	2017-08-28	\$	19.99
Robles, Crystal I	2017-08-28	\$	22.99
Rodarte, Justin	2017-12-03	\$	104.55
Rodriguez, Alina R	2018-04-19	\$	49.98
Rodriguez, Joshua Ray	2018-04-19	\$	40.44
Rodriguez, LeeAnn	2017-08-11	\$	81.97
Rodriguez, Victor	2017-10-06	\$	236.72
Rodriguez, Victoria	2017-09-10	\$	195.75
Rogers, Josiah S.	2017-09-27	\$	36.65
Romero, Daisy	2017-09-11	\$	22.61
Romero, Jose B	2018-06-29	\$	135.98
Ruiz, Steve A	2017-09-27	\$	136.92
Saenz, Israel	2017-07-03	\$	122.88
Sago, Khaliya Kimberlie	2017-12-04	\$	146.91
Salazar, Ambar	2018-04-16	\$	142.37
Salazar, Jose A	2018-01-19	\$	91.80
Salgado, Destiny P	2017-07-27	\$	45.00
Saling, Timothy A	2018-04-17	\$	130.84

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Salvador Jr, Roberto S	2018-06-18	\$	3.00
Samario, Anika I	2017-08-25	\$	34.99
Sanchez, Israel	2018-03-06	\$	52.99
Sanchez, Javier	2017-08-11	\$	75.92
Sanchez, Jesus D	2017-08-25	\$	26.61
Sanchez, Marcos E	2017-07-24	\$	29.99
Sanchez, Victoria P	2018-02-02	\$	92.55
Santillanes, Lenee Evette	2018-01-26	\$	76.95
Saucedo, Carlos E	2018-05-16	\$	94.63
Savage, Noah L	2018-03-15	\$	25.99
Sayers, Audrey Lynn	2018-05-04	\$	88.03
Schaffer, Robert	2017-10-18	\$	24.95
Schanen, Philip William	2017-10-12	\$	2.00
Schoo, Jami M	2018-05-17	\$	37.00
Scoughton, Kaylee R	2017-10-22	\$	305.99
Segura, Filimon Demetrio	2017-12-28	\$	62.43
Seymour Isabella G	2017-11-06	\$	3.00
Shannon, Ginger D	2017-08-16	\$	350.87
Shed, Matthew L	2017-09-19	\$	111.37
Sheehan, Megan F	2017-12-13	\$	125.77
Shields, Marcus A	2017-08-11	\$	86.44
Shipley, Jan M	2017-09-20	\$	35.00
Silva, Ashley N	2017-09-19	\$	107.62
Smith, Bruce T	2017-07-31	\$	29.99
Solis, Jaqueline	2017-08-04	\$	39.95
Soriano, Alicia M	2018-06-19	\$	24.00
Soto, Samantha Lee	2017-09-05	\$	34.00
Sparkman, Elizabeth A	2018-02-22	\$	18.85
Staerkel, Matthan Seth	2017-07-10	\$	36.95
Stith, Chasity Leigh	2018-04-29	\$	28.99
Stref, Kristen C	2017-09-05	\$	24.99
Swift, Tiffany P C	2017-08-23	\$	37.95
Tagaloa, Sherri L	2017-07-07	\$	52.95
Tapia, Guadalupe	2018-04-06	\$	9.00
Tarbet, Tera J	2018-03-30	\$	135.01
Telles, Cynthia A.	2017-10-16	\$	19.99
Thomas, Anita R	2017-11-21	\$	16.95
Thompson, Nizhoni J	2018-04-16	\$	117.84
Thornton, Keshawn James	2018-04-02	\$	111.48
Thurston, Annie L	2018-04-08	\$	19.99
Tillett, Robin R.	2017-07-17	\$	148.75
Tindell, Gina Evon	2017-10-15	\$	67.98
Torres, Alexis D	2017-09-20	\$	82.89
Tosh, Christoper J	2018-02-08	\$	131.83
Trevino, Priscilla M	2017-11-25	\$	28.99
Trout, Talliyah T.	2018-02-24	\$	24.95
Trujillo, Aaron L	2017-07-12	\$	83.87
Trujillo, Brydan A	2017-12-05	\$	21.60
Trujillo, Michael P	2017-10-13	\$	30.00
Ulrich, Michael Louis	2017-11-25	\$	86.97
Vaillancourt, Veronica Lee	2017-11-19	\$	54.98
Valdez, Mirna O	2018-05-29	\$	50.00
Valenzuela, Becky Ann	2017-07-14	\$	52.99
Valenzuela, Roland	2018-06-05	\$	48.94
Valerio, Laura R	2017-07-06	\$	115.91
Varela, Natividad	2017-10-13	\$	28.00
Varela, Zaira Y	2018-05-19	\$	111.90
Vargas, Charlie	2018-01-02	\$	105.94
Vargas, Selina	2018-02-15	\$	221.79
Vazquez, Loralai Alana	2017-08-11	\$	127.83
Velasquez, Cathy	2017-11-25	\$	21.95
Vicario-Muniz, Amerika Zenaida	2018-03-17	\$	40.99
Villa, Jordan Eugene	2018-05-10	\$	151.98
Villa, Zoe J.	2017-11-29	\$	25.99
Villagrana, Vanessa	2017-07-12	\$	61.98

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Villarruel, Cecilia Diaz	2018-01-06	\$	39.99
Villegas, Eva G	2017-08-25	\$	95.85
Villegas, Justin	2017-08-16	\$	86.94
Vineyard, Aaron Scott	2018-03-13	\$	60.90
Vinson, Meagan K	2017-10-14	\$	27.99
Waller, Dillon A	2018-04-10	\$	94.63
Washington, Pamela	2017-12-12	\$	186.88
White Mountain, Andrew J	2017-09-30	\$	119.80
White, Elisa M	2017-07-31	\$	22.99
White, Shannon R	2017-08-11	\$	98.99
White, Thomas E	2017-09-21	\$	35.27
Wild, Scott R	2017-07-17	\$	142.87
Williams, Addison M	2017-08-11	\$	35.00
Williams, Amber N	2018-03-29	\$	124.46
Williams, Jaylynn D	2018-04-28	\$	143.37
Williams, Susan J	2017-09-20	\$	79.93
Willoughby, Brittney M	2017-11-12	\$	211.89
Wood, Dwayne	2017-10-17	\$	88.05
Woods, Mariah A	2017-08-02	\$	22.45
Wooldridge, David A	2018-01-17	\$	49.93
Woolf, Lola M	2017-10-29	\$	58.74
Wright, Debbie S	2018-04-30	\$	220.83
Yehl, Barbara E	2017-12-15	\$	71.94
Yerxa, Marley R	2018-03-27	\$	3.00
Zavala, Jocelyn R	2018-02-18	\$	22.99
Zheng, Fei	2017-09-23	\$	27.99
		\$	38,616.00

NMSA 1978

3-37-7. Determination of uncollectable account; removal from accounts receivable.

If the finance officer of a municipality states:

- A. the manner in which a utility account or any unsecured account has been incurred;
 - B. the efforts made to collect the utility account or unsecured account and to locate the debtor;
 - C. that the utility account or unsecured account has been uncollectable for a period of more than four years; and
 - D. that in his opinion the utility account or unsecured account is uncollectable,
- the governing body of a municipality may, by resolution, remove the uncollectable utility account or unsecured account from the list of accounts receivable of the municipality.

New Mexico Constitution, Article IV, Section 32**Article IV – Legislative Department**

pitals, for the maintenance of which annual appropriations were made by the legislative assembly of nineteen hundred and nine.

Sec. 32. [Remission of debts due state or municipalities.]

No obligation or liability of any person, association or corporation held or owned by or owing to the state, or any municipal corporation therein, shall ever be exchanged, transferred, remitted, released, postponed or in any way diminished by the legislature, nor shall any such obligation or liability be extinguished except by the payment thereof into the proper treasury, or by proper proceeding in court. Provided that the obligations created by Special Session Laws 1955, Chapter 5, running to the state or any of its agencies, remaining unpaid on the effective date of this amendment are void. (As amended November 4, 1958.)

Sec. 33. [Prosecutions under repealed laws.]

No person shall be exempt from prosecution and punishment for any crime or offenses against any law of this state by reason of the subsequent repeal of such law.



24-132

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A			
1st Reading:	Adopted:		June 17, 2024	
Drafter:	Jamie Williams	Department:	Fire Department	
Program:	Chief's Executive Office	Line of Business:	Administration	
Title:	A RESOLUTION AUTHORIZING THE LAS CRUCES FIRE DEPARTMENT TO DONATE A HOIST MULTI-STATION WEIGHT MACHINE WITH AN ESTIMATED VALUE OF \$500.00 FOR USE BY THE COLUMBUS FIRE AND EMS DEPARTMENT IN COLUMBUS, NEW MEXICO.			

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Authorize the donation of Hoist Multi-Station Weight Machine.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Las Cruces Fire Department (LCFD) is requesting permission to donate a Hoist Multi-Station Weight Machine to the Columbus Fire and EMS Department in Columbus, New Mexico.

The LCFD no longer uses the Hoist Multi-Station Weight Machine, and has since updated their fitness and performance equipment, and believes the Columbus Fire and EMS Department would benefit from the donation of this weight machine, which is in fair condition, but is currently disassembled.

Since the Hoist Multi-Station Weight Machine was purchased using federal grants (United States Department of Homeland Security, Office of Emergency Preparedness and Response Directorate’s FY 04 Assistance to Firefighter Grant Program), one of the requirements before the transfer can take place is City Council approval.

SUPPORT INFORMATION:
[Exhibit "A" - Donation Documentation](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Agenda Item #7.2.

Does this action amend the Capital Improvement Plan (CIP)?

- ☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

- ☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; This will allow the Las Cruces Fire Department to donate equipment to Columbus Volunteer Fire Department & Emergency Medical Services.
2. Vote "No"; This will not allow the Las Cruces Fire Department to donate equipment to Columbus Volunteer Fire Department & Emergency Medical Services.
3. Vote to "Amend"; This will cause delay in retiring and donating an out of service asset.
4. Vote to "Table"; The out of service asset will remain in the Las Cruces Fire Department's fixed asset inventory.

RESOLUTION 24-132

A RESOLUTION AUTHORIZING THE LAS CRUCES FIRE DEPARTMENT TO DONATE A HOIST MULTI-STATION WEIGHT MACHINE WITH AN ESTIMATED VALUE OF \$500.00 FOR USE BY THE COLUMBUS FIRE AND EMS DEPARTMENT IN COLUMBUS, NEW MEXICO.

The City Council is informed that:

WHEREAS, the Las Cruces Fire Department is requesting authorization to donate a Hoist Multi-Station Weight Machine to the Columbus Fire and EMS Department in Columbus, New Mexico; and

WHEREAS, the Las Cruces Fire Department no longer uses the Hoist Multi-Station Weight Machine and has since updated its fitness and performance equipment; and

WHEREAS, the Hoist Multi-Station Weight Machine was purchased through a grant from the United States Department of Homeland Security, Office of Emergency Preparedness and Response Directorate's FY 04 Assistance to Firefighter Grant Program and accepted by City Council on behalf of the Las Cruces Fire Department via City of Las Cruces Resolution Number 05-149. The Grant Number is EMW-2004-FG-07190, the original cost of this piece of equipment was \$7,850.00 and was purchased in FY2005; and

WHEREAS, the Las Cruces Fire Department received permission from the granting agency to dispose of the Hoist Multi-Station Weight Machine; and

WHEREAS, the Hoist Multi-Station Weight Machine had a 10-year straight-line depreciation, and this item has been in service for approximately 20 years and was fully depreciated in FY2015; and

WHEREAS, the Hoist Multi-Station Weight Machine has an estimated value of \$500.00 based on the items current condition and other used Hoist Multi-Stations of the same model for sale; and

WHEREAS, the Las Cruces Fire Department believes the Columbus Fire and EMS Department would benefit from the donation of the Hoist Multi-Station Weight Machine which is in fair condition but is currently disassembled.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Hoist Multi-Station Weight Machine with an estimated value of \$500.00 be approved for donation to Columbus Fire and EMS Department in Columbus, New Mexico, as outlined in Exhibit "A" and attached hereto.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Agenda Item #7.2.

James (Jamie) Williams

Management Analyst/Fire Department/Administration

Direct: 575-528-4051 Main: 575-528-3473, jwilliams@lascruces.govsignature_1145501919

From: Hi <cvfd@vtc.net>**Sent:** Thursday, March 14, 2024 9:53 AM**To:** Jamie Williams <JWILLIAMS@LASCRUCES.GOV>**Cc:** Nicole Lawson <lovehisword@hotmail.com>; andres ramos <chiefaramos01@outlook.com>**Subject:** FW: [EXTERNAL] RE: Gym Equipment and Hose Dryer Donation Assistance

You don't often get email from cvfd@vtc.net. [Learn why this is important](#)

Good morning Mr. Williams,

Asper our conversation this morning, Columbus Fire Department would like to have some of the items. Please see email from the Assistant Chief Steffen.

Thank you,

From: [Nicole S Steffen](#)**Sent:** Thursday, March 14, 2024 7:12 AM**To:** [Hi](#)**Subject:** Re: [EXTERNAL] RE: Gym Equipment and Hose Dryer Donation Assistance

Good Morning Mr. Williams,

We would be pleased to accept your offer of used gym equipment. We have made progress in emptying our storage area to make room for this opportunity to improve our fitness and performance. Please contact me, Chief Ramos or Clerk Ramirez to arrange a day and method for pick up and transport.

Thank you for your generosity,

Nicole

Nicole S. Steffen

Assistant Fire Chief / EMT-Basic

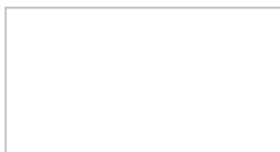
Columbus Volunteer Fire Department
& Emergency Medical Services

cell: 577-543-5699

office: 575-531-2225

Chief Andres Ramos

Clerk Maria Ramirez



Agenda Item #7.2.

*Maria Ramirez Clerk
Columbus Fire / EMS Dept.
P.O. Box 308
Columbus, NM 88029
575-531-2225 Office
575-531-2221 Fax*

"True humility and fear of the Lord lead to riches, honor, and long life." Proverbs 22:4

From: [Nicole S Steffen](#)

Sent: Thursday, March 14, 2024 7:12 AM

To: [Hi](#)

Subject: Re: [EXTERNAL] RE: Gym Equipment and Hose Dryer Donation Assistance

Good Morning Mr. Williams,

We would be pleased to accept your offer of used gym equipment. We have made progress in emptying our storage area to make room for this opportunity to improve our fitness and performance. Please contact me, Chief Ramos or Clerk Ramirez to arrange a day and method for pick up and transport.

Thank you for your generosity,

Nicole

Nicole S. Steffen
Assistant Fire Chief / EMT-Basic
Columbus Volunteer Fire Department
& Emergency Medical Services

cell: 577-543-5699
office: 575-531-2225

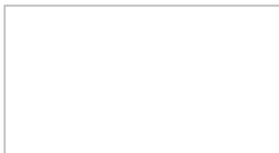
Chief Andres Ramos
Clerk Maria Ramirez

From: Hi <cvfd@vfc.net>

Sent: Wednesday, March 13, 2024 10:59

To: Nicole Lawson <lovehisword@hotmail.com>

Subject: FW: [EXTERNAL] RE: Gym Equipment and Hose Dryer Donation Assistance



*Maria Ramirez Clerk
Columbus Fire / EMS Dept.*

Agenda Item #7.2.

P.O. Box 308

Columbus, NM 88029

575-531-2225 Office

575-531-2221 Fax

"True humility and fear of the Lord lead to riches, honor, and long life." Proverbs 22:4

From: [Rodriguez, Derrick, DHSEM](#)

Sent: Wednesday, March 13, 2024 8:45 AM

Subject: FW: [EXTERNAL] RE: Gym Equipment and Hose Dryer Donation Assistance

Good morning,

Please see email below from Las Cruces FD willing to donate some items if you are interested, please reach out to Mr. Williams.

Respectfully,

Derrick Rodriguez

Deputy State Fire Marshal

Bureau Chief

Fire Service Support Bureau

State Fire Marshal's Division

Department of Homeland Security & Emergency Management

NFIRS State Program Manager

PO Box 27111

Santa Fe, NM 87502

Cell: (505) 467-9425

E-Mail: derrick.rodriguez@dhsem.nm.gov



From: Jamie Williams <jwilliams@lascruces.gov>

Sent: Tuesday, March 12, 2024 10:04 AM

To: Varela, Randy, DHSEM <Randy.Varela@dhsem.nm.gov>; Rodriguez, Derrick, DHSEM <Derrick.Rodriguez@dhsem.nm.gov>

Cc: Jason Smith <jasmith@lascruces.gov>; Justin Allen <jallen@lascruces.gov>; Michael Daniels <mdaniels@lascruces.gov>; David Guerra <dguerra@lascruces.gov>; Annette Bliss <abliss@lascruces.gov>; Joseph Villalpando <jvillalpando@lascruces.gov>

Subject: [EXTERNAL] RE: Gym Equipment and Hose Dryer Donation Assistance

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good Morning



MEMORANDUM

To: Ikani Taumoepau, City Manager
From: James Williams, Management Analyst
Date: 04/26/2024
Subject: Donation Of Asset 30242 Hoist Multi-Station Weight Machine

Initials: JRW

File #:

The Fire Department is requesting to donate a Hoist Multi-Station Weight Machine. It was purchased through a grant from United States Department of Homeland Security, Office of Emergency Preparedness and Response Directorate's FY 04 Assistance to Firefighter Grant Program and accepted by City Council on behalf of the Las Cruces Fire Department via City of Las Cruces Resolution Number 05-149. The Grant Number is EMW-2004-FG-07190, the original cost of this piece of equipment was \$7,850.00 and was purchased in FY2005. It had a 10-year straight-line depreciation, and we had this item in service for approximately 20 years. This item was fully depreciated in FY2015. We are estimating a fair market value of less than \$500.00 based on an internet search for used Hoists of the same model for sale at \$1,900.00 and the fact that I was unable to determine the age of the item being sold and that it is currently disassembled. We sent an email to the New Mexico State Fire Marshal's Office (SFMO) to see if any fire department in the State of New Mexico wanted this equipment. The SFMO then sent out a statewide distribution to departments and we received an email from Columbus Fire and EMS, Columbus, NM requesting this equipment.

cc: Jason Smith, Fire Chief
cc: Justin Allen, Fire Deputy Chief

Initials: JS

Initials: JA



Approved



Denied

Jamie Williams

From: Logan, LaTanya <latanya.logan@fema.dhs.gov>
Sent: Wednesday, May 15, 2024 9:55 AM
To: Jamie Williams
Cc: Juanita Lopez; Zapata, Timothy; Douglas, Khris
Subject: RE: Donation of Equipment Purchased From EMW-2004-FG-07190 Grant

Follow Up Flag: Follow up
Flag Status: Flagged

Some people who received this message don't often get email from latanya.logan@fema.dhs.gov. [Learn why this is important](#)

Good morning Mr. Williams,

Thank you for following up with me regarding this email.

As it relates to the equipment you are looking to donate – it is permissible for the donation to occur.

As per 2 CFR 200.313(e)

Disposition.

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.

I hope this helps – please let me know if you need anything else. Thanks!

Respectfully,

LaTanya M. Logan, MSLE

National Preparedness - Program Analyst

Cell: (771)209-1519

Email: LaTanya.Logan@fema.dhs.gov

Federal Emergency Management Agency

FEMA.gov



From: Jamie Williams <jwilliams@lascruces.gov>
Sent: Friday, April 26, 2024 10:31 AM
To: Logan, LaTanya <latanya.logan@fema.dhs.gov>
Cc: Juanita Lopez <jlopez@lascruces.gov>
Subject: Donation of Equipment Purchased From EMW-2004-FG-07190 Grant

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please select the Phish Alert Report button on the top right of your screen to report this email if it is unsolicited or suspicious in nature.

Good Morning,

The Fire Department is requesting to donate a Hoist Multi-Station Weight Machine. It was purchased through a grant from United States Department of Homeland Security, Office of Emergency Preparedness and Response Directorate's FY 04 Assistance to Firefighter Grant Program and accepted by City Council on behalf of the Las Cruces Fire Department via City of Las Cruces Resolution Number 05-149. The Grant Number is EMW-2004-FG-07190, the original cost of this piece of equipment was \$7,850.00 and was purchased in FY2005. It had a 10-year straight-line depreciation, and we had this item in service for approximately 20 years. This item was fully depreciated in FY2015. We are estimating a fair market value of less than \$500.00 based on an internet search for used Hoists of the same model for sale at \$1,900.00 and the fact that I was unable to determine the age of the item being sold and that it is currently disassembled. We sent an email to the New Mexico State Fire Marshal's Office (SFMO) to see if any fire department in the State of New Mexico wanted this equipment. The SFMO then sent out a statewide distribution to departments and we received an email from Columbus Fire and EMS, Columbus, NM requesting this equipment.

Regards,

James (Jamie) Williams

Management Analyst/Fire Department/Administration

Direct: 575-528-4051 Main: 575-528-3473, jwilliams@lascruces.gov



CITY OF LAS CRUCES



24-133

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A
1st Reading:	Adopted: June 17, 2024
Drafter:	Jason Smith
	Department: Fire Department
Program:	Line of Business:
Title:	A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL NUMBER 2362 AND THE CITY OF LAS CRUCES.

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To approve collective bargaining agreement amendments.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
In December 2020, the City Council approved a three (3) year Collective Bargaining Agreement (CBA) between the International Association of Firefighters (IAF) Local 2362 and the City. In accordance with the Las Cruces Municipal Code, Sec. 15-15, Negotiations and Impasse Resolutions, the Union contacted City representatives, and the parties began negotiations on November 29, 2023. The parties reached a tentative agreement on all negotiated items on April 23, 2024. The City was notified of Union ratification.

This three (3) year CBA's amendments include changes to thirty-seven (37) articles, and the addition of four (4) new articles. These changes support positive labor relations and retention efforts through reasonable and equitable wage increases and adjustments to other terms and conditions of employment for bargaining unit employees.

Beginning the first full pay period after adoption of this CBA, all eligible bargaining unit employees shall receive a thirteen (13) percent increase to their base wage. Certification pay amounts were also increased for those employees that obtain and maintain an Advanced EMT intermediate licensure through the State of New Mexico from two thousand four hundred (2,400) dollars to three thousand (3,000) dollars. Those that have the EMT Paramedic licensure through the State of New Mexico, performing in the capacity of a paramedic, will see an increase from six thousand (6,000) dollars to seven thousand five hundred (7,500) dollars. Commissioned personnel with a current State of New Mexico Police Certification, and assigned to positions requiring this certification, shall receive an increase in certification pay from six thousand (6,000) dollars to seven thousand five hundred (7,500) dollars. Further, Article 18, "Pay Increase," also provides for an additional five (5) percent increase on the first full pay period after the anniversary date of the approval, and a four (4) percent increase on the first full pay period after the second anniversary date of the approval. Some additional benefit enhancements include parental leave and voluntary requests for assistance.

The general fund costs associated with the proposed changes in the first year of the CBA is estimated at \$2,071,333. The final version of the proposed CBA is shown in Exhibit "A" and the legislative format

Agenda Item #7.3.

(~~strikethrough for removed language and underline for added/changed language~~) to the CBA is in Attachment "A".

SUPPORT INFORMATION:

[Exhibit "A"](#)

[Attachment "A"](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

Funding Source(s):

Overall Budget Impact:

Budget and HR will be evaluating the increase and will take a budget adjustment in early FY2025.

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the amendments to the CBA.
2. Vote "No"; this will not approve the amendments to the CBA and negotiations will resume.
3. Vote to "Amend"; this will require negotiations to resume.
4. Vote to "Table"; this will delay ratification and implementation of the CBA.

RESOLUTION 24-133

A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL NUMBER 2362 AND THE CITY OF LAS CRUCES.

The City Council is informed that:

WHEREAS, in December 2020, the City Council approved a three (3) year Collective Bargaining Agreement (CBA) between the International Association of Firefighters (IAFF or Union) Local 2362 and the City; and

WHEREAS, in accordance with the December 2020 CBA, the Union contacted City management and the parties began negotiations on November 29, 2023; and

WHEREAS, the parties (the Union and City) after exercising unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; and

WHEREAS, all subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such right and opportunities, reached a tentative agreement on all negotiated items on April 23, 2024; and

WHEREAS, this three (3) year CBA's amendments includes changes to thirty-seven (37) articles and the inclusion of four (4) new articles, and these changes support positive labor relations and retention efforts through reasonable and equitable wage increases and adjustments to other terms and conditions of employment for bargaining unit employees; and

WHEREAS, beginning the first full pay period after adoption of this CBA, all eligible bargaining unit employees shall receive a thirteen (13) percent increase to their base wage. Further, Article 18 "Pay Increase" also provides for an additional five (5) percent increase on the first full pay period after the anniversary date of the approval, and a four (4) percent increase on the first full pay period after the second-anniversary date of the approval; and

WHEREAS, certification pay amounts were also increased for those employees that obtain and maintain an Advanced EMT intermediate licensure through the State of New Mexico from two thousand four hundred (2,400) dollars to three thousand (3,000) dollars. Those that have the EMT Paramedic licensure through the State of New Mexico, performing in the capacity of a paramedic, will see an increase from six thousand (6,000) dollars to seven thousand five hundred (7,500) dollars. Commissioned personnel with a current State of New Mexico Police Certification, and assigned to positions requiring this certification, shall receive an increase in certification pay from six thousand (6,000) dollars to seven thousand five hundred (7,500) dollars; and

WHEREAS, the City's General Fund costs associated with the proposed changes in the first year of the CBA is estimated at \$2,071,333.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Collective Bargaining Agreement amendments between the International Association of Firefighters (IAF), Local 2362 and the City of Las Cruces, as show in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT the City Manager, City Attorney, and City Human Resources Director are hereby authorized to sign the amended Collective Bargaining Agreement on the City's behalf, where appropriate.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #7.3.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

AGREEMENT BETWEEN

THE CITY OF LAS CRUCES AND

THE LAS CRUCES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2362

EFFECTIVE June 17, 2024 THRU June 17, 2027

**Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362**

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**Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362**

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**Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362**

1. PREAMBLE

This Agreement is hereby entered into by and between the City of Las Cruces (hereinafter referred to as the "CITY") and the International Association of Firefighters, Local 2362, AFL-CIO, the Las Cruces Professional Fire Fighters Association (hereinafter referred to as the "UNION").

The purpose of this Agreement is to achieve and maintain harmonious relations between the CITY and the UNION and to assure the safe and efficient delivery of quality services to the citizens of Las Cruces. To this end, it is recognized that there must be mutual understanding, harmony, and cooperation among employees, between the employees and the CITY, and between the CITY and the UNION. It is recognized by this agreement to be the duty of the CITY, the UNION, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and other terms and conditions of employment, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

2. AGREEMENT CONTROL

If any CITY policy or procedure, or any Departmental rule, regulation, or directive is in specific conflict with any provision of this collective bargaining Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.

The CITY will not implement any change that is in specific conflict with this collective bargaining Agreement. The CITY, the UNION, and the Employees will abide by the conditions of this Agreement and, unless specifically limited by any provision of this Agreement, applicable City policies and procedures and/or Departmental rules, regulations, directives.

The Labor/Management Committee may be convened by either party to discuss changes to policies or procedures which directly or indirectly affect the understanding or application of existing practices, work requirements, and/or methods not directly addressed by this Agreement. The parties will abide by the provisions of Articles three (3) and six (6) of this Agreement regarding such proposed changes.

3. AMENDMENTS TO THE AGREEMENT

During the term of this Agreement, the CITY and the UNION, upon mutual agreement, may reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof. Any changes shall be agreed to in writing.

**Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362**

4. COMPLETE AGREEMENT

The CITY and the UNION (the parties) agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. This Agreement replaces any and all previous agreements, and past practices, between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. All such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

Nothing herein shall prohibit the parties from reopening negotiations on any issue by mutual agreement.

5. DURATION

This Agreement shall take effect the first full pay period following the approval, ratification, and signature of this agreement, or resolution of impasse, whichever is later, and shall remain in full force and effect and shall not expire until a successor Agreement is signed or unless amended by written mutual agreement by both parties. Should City Council choose to eliminate collective bargaining in conformance to state law, this Agreement will expire on the effective date established by Council.

6. LABOR / MANAGEMENT COOPERATION

The Las Cruces Fire Department and the UNION shall establish a Labor/Management Committee. The purpose of this Committee is to facilitate improved labor/management relations within the Department and to provide a forum for the communication, discussion, and resolution of issues of mutual concern.

Each party may appoint up to four representatives to this committee. By mutual agreement, other individuals may attend a committee meeting to address specific issues. The Union President and/or Vice-President shall be on this committee. Authorized representatives shall be certified in writing to each party annually or upon change of representatives.

Proposed agenda items for Committee consideration must be identified at least three (3) calendar days prior to a meeting.

This committee shall meet at places and times designated by mutual agreement.

All persons participating in this committee shall have an equal say and shall be free to make suggestions and voice concerns. There shall not be a supervisor/subordinate relationship during any committee meeting.

By mutual agreement, subcommittees may be established to address specific needs.

**Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362**

7. Management Rights

The employer (management) retains all rights not specifically limited by a collective bargaining agreement in accordance with the New Mexico Public Employee Bargaining Act. Unless limited by the provisions of this Agreement, Management's rights shall include the following:

- A. To direct and supervise all operations, functions, and the work of the Employees;
- B. To determine the place to report for work, to determine the methods, processes, and manner of performing the work;
- C. To authorize all personnel transactions such as: to hire, lay-off, promote, demote, assign, re-assign, transfer, discipline, discharge or terminate employees;
- D. To determine what, by whom, and when services will be provided to the citizens;
- E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
- F. To establish and revise schedules of work;
- G. To establish, revise, and implement standards for hiring and promoting employees;
- H. To assign shifts, workdays, hours of work and work locations;
- I. To designate, assign, and re-assign all work duties;
- J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;
- K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;
- L. To take actions, as necessary, to carry out the mission of the employer in emergencies;
- M. To retain all rights concerning management and operations of the activities of the City of Las Cruces not specifically prohibited by a collective bargaining agreement, "The CITY of Las Cruces Labor Management Relations Ordinance", or the Public Employee Bargaining Act (PEBA). Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits, and terms and conditions of employment;
- N. To determine the allocation of available funds to activities of the organization, including establishing funding for personnel costs, operating expenses and capital outlay;
- O. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;

**Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362**

- P. Determine qualifications for employment and the nature and content of personnel examinations;
- Q. The employer (management) retains all rights not specifically limited by a collective bargaining agreement.

8. NEGOTIATING PROCEDURES

The following negotiating procedures shall be utilized for subsequent negotiations between the CITY and the UNION.

- A. Negotiations for a successor Agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and eighty (180) days, and no less than one hundred and fifty (150) days prior to the Agreement's expiration date. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.
- B. Negotiations shall be conducted in closed sessions.
- C. The parties shall negotiate ground rules.
- D. During negotiations, the parties shall meet at mutually acceptable dates, times, and locations.
- E. The party requesting negotiations shall provide a complete written proposal to the other party once ground rules have been negotiated. The other party shall provide a complete written proposal by the next scheduled negotiation session. All written proposals shall use strikethrough and underline format to track changes from the current bargaining agreement. All subsequent proposals will track changes using strikethrough and underline format.
- F. All agreements reached by the parties shall be initialed as Tentative Agreements. Such Tentative Agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, Tentative Agreements shall not become effective until the parties ratify the entire negotiation package or resolution of impasse, whichever is later.
- G. Employees participating on the UNION'S negotiating team will be granted administrative leave with pay in order to participate in the bargaining process if on a duty day. Administrative leave for this purpose shall be requested and entered no less than fifty (50) hours prior to the start of the employees scheduled shift and may impact other leaves granted.
- H. Should the mediation step of the impasse procedure fail to yield an agreement, the Union may request to meet with the City Manager in a good faith effort to resolve differences. This request must be made within five (5) days of the end of mediation.

**Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362**

9. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Within thirty (30) days of such legislative action, the CITY and the UNION shall meet to negotiate new contract language to replace the particular clause or clauses which were invalidated by federal or state legislation.

10. ANNUAL LEAVE

Las Cruces Fire Department Personnel working an average fifty-six (56) hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• 2 nd and 3 rd Years	112 Hours
• 4 th through 10 th Years	168 Hours
• 11 th through 17 th Years	240 Hours
• 18 plus Years	264 Hours

Las Cruces Fire Department Personnel working a forty (40) hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• 2 nd and 3 rd Years	80 Hours
• 4 th through 10 th Years	120 Hours
• 11 th through 17 th Years	160 Hours
• 18 plus Years	200 Hours

When an employee's work schedule changes from fifty-six (56) hours per week to forty (40) hours per week schedule, or from forty (40) hours per week to fifty-six (56) hours per week, all leave accrual balances shall be converted based on the new hourly pay rate. Such conversion shall ensure the same monetary value associated with all accrued leave prior to the change in schedule. The increase or decrease of leave balances when multiplied by the new hourly pay rate shall be equal to the previous hourly pay rate multiplied by leave balances prior to the change in work schedule. In the case of promotion or demotion, the conversion shall be calculated prior to the change in base rate.

It is recommended that employees submit Annual Leave requests for the entire year in January. Every effort will be made to grant employee requests for annual leave.

The selection of Annual Leave from this submittal shall be based on a lottery system. Consideration will be given to allow full day requests over partial day requests, and block requests over single day requests. Additional leave requests made throughout the year shall be granted on a first come first serve basis. Management shall not mandate or assign employee annual leave.

**Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362**

Annual leave request shall be made for one (1) or more hours, based on available accruals.

A fifty-six (56) hour employee shall be permitted to carry over up to three hundred thirty-six (336) hours of annual leave each year. A forty (40) hour employee shall be permitted to carry over up to two hundred forty (240) hours of annual leave each year. All unused accrued Annual Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Written request for carry-over beyond the maximums stated above shall be submitted to the Fire Chief in December, who may recommend under extraordinary circumstances City Manager approval.

For pay purposes, all leave taken shall be counted as hours worked.

Upon retirement or termination of employment, any unused annual leave may be sold back at a rate of 1:1 at the employee's current rate of pay. For forty (40) hour employees, this amount shall not exceed four hundred (400) hours of annual leave. For fifty-six (56) hour employees, this amount shall not exceed five hundred sixty (560) hours of annual leave.

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused annual leave at a rate of 1:1.

11. SICK LEAVE

Sick Leave is an employee benefit provided by the CITY which provides time off from regular duty, with pay when an employee is unable to work due to illness, for an FMLA qualifying event, or for an illness in the immediate family. Immediate family shall be defined as spouse, minor child or stepchild (dependent), an individual for which the employee is a court appointed legal guardian, or domestic partner and their minor children, employee's mother, father, grandparent, and spouse/ domestic partner's mother or father. Employees using sick leave accruals shall submit a Leave Request prior to or immediately upon return to work. A supervisor may verify use of sick leave by requesting a physician's statement confirming the illness.

Sick Leave may be taken in increments of less than one full day. All absences from work to visit a medical facility will be charged to either sick leave or annual leave and are to receive prior approval by the supervisor unless all such leave has been exhausted in which case the employee will be on leave without pay status.

Las Cruces Fire Department Personnel working an average fifty-six (56) hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling one hundred thirty-five (135) hours of Sick Leave annually.

Las Cruces Fire Department Personnel working a forty (40) hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling ninety-six (96) hours of Sick Leave annually.

Sick leave requests shall be for one (1) or more hours, limited to available accruals.

For pay purposes, all leave taken shall be counted as hours worked.

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Abuse of Sick Leave may result in disciplinary action up to and including termination. Sick Leave abuse is defined as charging Sick Leave for work absences when not sick, except for an FMLA qualifying event or use of Sick Leave for doctor appointments.

Employees who have accumulated sick leave in excess of four hundred twenty (420) hours for fifty-six (56) hour employees or three hundred (300) hours for forty (40) hour employees may, at their option, sell back sick leave and/or convert sick leave to annual leave for any hours in excess of four hundred twenty (420) hours for fifty-six (56) hour employees or three hundred (300) hours for forty (40) hour employees in accordance with the following provisions:

- A. Notification of intent to sell back sick leave or convert sick leave to annual leave must be given to the employee's supervisor between November 1 thru November 15. The maximum amount of sick leave that may be sold back to the CITY in any given year will be three hundred thirty-six (336) hours for fifty-six (56) hour employees, or two hundred forty (240) hours for forty (40) hour employees. The maximum amount of sick leave that may be converted to annual leave in any given year will be three hundred thirty-six (336) hours for fifty-six (56) hour employees, or two hundred forty (240) hours for forty (40) hour employees.
- B. The rate of exchange for sick leave will be at a ratio of 3:1 and will be paid in accordance with the following schedule:
 - 1. Employees who elect to receive payment for sick leave: An extra payment will be made in the first fifteen (15) days in December of the same year.
 - 2. Employees who elect to convert sick leave to annual leave: Sick leave converted to annual leave will be posted to the employee's record January 1 of the following year.

A fifty-six (56) hour employee may accrue up to a total of two thousand, one hundred, eighty-four (2184) hours of sick leave. Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Upon retirement an employee may sell back a maximum of one thousand, one hundred, seventy (1170) hours of sick leave at a rate of 2:1 (for a maximum of five hundred eighty-five (585) paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of one thousand, one hundred, seventy (1170) hours at a rate of 3:1 (for a maximum of three hundred ninety (390) paid hours).

A forty (40) hour Employee may accrue up to a total of one thousand, five hundred, sixty (1560) hours of sick leave. Upon retirement an Employee may sell back a maximum of eight hundred thirty-six (836) hours of sick leave at a rate of 2:1 (for a maximum of four hundred eighteen (418) paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of eight hundred thirty-six (836) hours at a rate of 3:1 (for a maximum of 278.7 paid hours).

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused sick leave at a rate of 1:1.

12. APPARATUS SPECIFICATION ADVISORY COMMITTEE

The members of the Las Cruces Fire Department use and rely on Fire Apparatus, Vehicles, Special Equipment and Appliances in their day-to-day activities, incidents, stand-by, and special events

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(excluding staff and command vehicles).

In the event new or additional apparatus are to be purchased and/or placed into service in the Las Cruces Fire Department, an Apparatus Specification Advisory Committee shall be formed to develop specifications and recommendations for such apparatus. The Apparatus Specification Advisory Committee should consist of at least one person of each rank including Lieutenant, Driver/Operator, and Firefighter, as well as a member or members deemed appropriate by Management. Union and Management will have equal representation on the committee. Each member of this committee shall have equal input as to any specifications and recommendations for such apparatus. All Apparatus Specification Advisory Committee members may receive compensation for off-duty participation.

The formation and/or function of this committee shall not interfere with the timely specification and acquisition of the above-mentioned equipment. The CITY shall be responsible for determining the meeting schedule for this committee.

13. BEREAVEMENT LEAVE

Las Cruces Fire Department fifty-six (56) hour personnel may take up to ninety-six (96) hours of paid bereavement leave for a death in the immediate family. Immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, legal guardian, grandchildren, domestic partner, mother-in-law, father-in-law, and eligible dependents of domestic partner. Las Cruces Fire Department fifty-six (56) hour personnel may take up to forty-eight (48) hours of paid Bereavement Leave for a death in the extended family. The extended family includes aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.

Las Cruces Fire Department forty-hour (40) personnel may take up to forty-eight (48) hours (6 days) of paid bereavement leave for a death in the immediate family. Immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, legal guardian, grandchildren, domestic partner, mother-in-law, father-in-law, and eligible dependents of domestic partner. Las Cruces Fire Department forty (40) hour personnel may take up to twenty-four (24) hours (3 days) of paid bereavement leave for a death in the extended family. The extended family includes aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.

14. BULLETIN BOARD

The UNION shall be permitted to maintain at each fire station, one bulletin board to be used exclusively for UNION business. The CITY shall provide the available space for these bulletin boards, where the posting of official UNION material can be accessible to all Fire Department personnel.

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All postings and distribution of UNION material shall be done by one of the Officers or Station Stewards of the UNION. The bulletin board shall remain the property of the UNION at all times. All material posted will be approved through one of the UNION Officers or Station Stewards. The UNION will be allowed to post the minutes of their meetings on 8 ½" x 11" paper, with a cover sheet. No information shall be posted on the UNION bulletin board that violates state or federal law, or is inflammatory, derogatory, or disparaging of any CITY employee or elected official, nor shall it contain political material. Violation of this provision may result in the material being immediately removed and may result in the loss of the privilege to use bulletin boards. If management removes a document of this nature, the UNION President, or designee, will be contacted. This shall be the only location for the posting of UNION notices on CITY property. Said board will be professionally maintained at all times.

15. CALLBACK/ON CALL PAY

An employee who is called back to work during scheduled off-duty time will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. Computation of time shall begin when the employee accepts the call back assignment and shall continue until the time the work is completed. Employees accepting call back assignments shall respond to the designated location in a timely manner. If the response is anticipated to be greater than thirty (30) minutes, the employee shall immediately notify the appropriate member of management. Management may deny the call back opportunity due to the extended response.

If the employee is called back, released from work, and is again called back prior to the expiration of the two (2) hour time period, the employee shall be considered to still be "on the clock" and shall only be compensated at one and one-half (1-1/2) times their regular rate of pay for the additional time worked beyond the initial two (2) hour time period, and shall not be entitled to an additional two (2) hour minimum at one and one-half (1-1/2) times their regular rate of pay. Additionally, subsequent callbacks within the same twenty-four (24) hour time period shall not entitle the employee to the two (2) hour minimum, but rather actual time worked from the time of the callback to the time released.

For the purpose of this Article, the twenty-four (24) hour time period shall be from 08:00 hours to 08:00 hours the following day excluding hours worked on regular duty.

Bargaining unit employees who are required to be on "On-Call" status shall be compensated at rate of two hundred ten dollars (\$210.00) per week or thirty dollars (\$30.00) per day. On-call status shall not be considered as time worked for overtime purposes.

On-Call employees shall be expected to respond to phone calls as part of their On-Call duties without additional compensation.

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16. COMPENSATION

Compensation for bargaining unit members shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

The CITY recognizes that the Firefighter, Driver-Operator, and Lieutenant annual salary shall be computed on a fifty-six (56) hour work week. Both the CITY and UNION shall be bound by P.E.R.A. interpretations for the purpose of calculating retirement benefits.

For the purposes of this Agreement, Firefighters assigned to mobile integrated healthcare or mobile mental crisis response, the Fire Inspector, and Fire Inspector/Investigator positions are equivalent in rank to a Driver/Operator in suppression.

For the purposes of this Agreement, it is understood that forty (40) hour positions shall have an adjusted rate of pay such that these positions shall have an equivalent annual base salary reflective of that for corresponding fifty-six (56) hour positions.

In addition to the established wage rates, the following forty (40) hour per week positions shall receive a five (5) percent pay differential added to their base rate of pay. These positions include the following: Fire Inspector; Fire Inspector/Investigator; Training Officer; Prevention Bureau Lieutenant; Academy Coordinator(s); Paramedic student; Intermediate student; Driver Operator Academy student and other forty (40) hour positions approved by Management.

The separation between the following ranks and grades shall not be less than ten (10) percent. The ranks and grades are Firefighter, F07; Driver/Operator, F09; and Lieutenant, F11.

All authorized qualified bargaining unit members shall receive an additional three thousand three hundred (3300) dollar increase to annual base pay for obtaining and maintaining Advanced EMT licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of an intermediate for the Las Cruces Fire Department. The following ranks and grades denote the EMT-A positions: Firefighter EMT-A, F07-A; Driver/Operator EMT-A, F09-A; and Lieutenant EMT-A, F11-A. To receive this pay members must act in the scope of an AEMT and as a field training officer as needed. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

All authorized qualified bargaining unit members shall receive an additional seven thousand five hundred (7500) dollar increase to annual base pay for obtaining and maintaining EMT Paramedic licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of a paramedic for the Las Cruces Fire Department. The following ranks and grades denote the EMT- P positions: Firefighter EMT-P, F07-B; Driver/Operator EMT-P, F09-B; and Lieutenant EMT-P, F11-B. This increase will be made effective the first full pay period after ratification by both parties and City Council approval. The Chief, or designee, shall authorize the number of EMT-A and EMT- P positions. To receive this pay members must act in the scope of Paramedic and as a field training officer as needed.

Commissioned personnel with a current State of New Mexico Police Certification assigned to positions requiring the certification shall receive an additional seven thousand five hundred (7,500) dollar to base pay. The Chief may approve a temporary seven thousand five hundred (7,500) dollar increase to the base pay of other certified bargaining unit members at his/her discretion. Bargaining unit members may not grieve the removal of a temporary salary increase. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

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For promotional purposes, a bargaining unit member being promoted shall advance to the appropriate grade and step denoting their rank, certification, licensure, classification, and years of service with the CITY.

Sworn personnel who demonstrate a sufficient level of proficiency in Spanish, as determined by the Human Resources Department, and used to the benefit of the department shall receive twenty (20) dollars per week of bilingual pay.

17. COMPENSATION FOR ACTING POSITION (CAP TIME)

The CITY shall provide additional compensation to an employee when that employee is working in a temporary capacity exceeding their normal rank in accordance with policy delineated below:

POLICY

This policy applies to all LCFD bargaining unit employees who are eligible to temporarily act in a position above their normal rank classification. These assignments are temporary and may be discontinued at any time. Bargaining unit members may request to management to be relieved or excused of acting assignments, which will be considered on a case-by-case basis.

Only monetary compensation will be allowed when personnel fill acting positions above their normal rank classification. No leave time compensation will be allowed. This method of monetary compensation shall from here forward be known as "Compensation for Acting Position" (CAP).

PROCEDURE

Eligibility to earn CAP

LCFD personnel shall be eligible to work in acting positions above their normal rank classifications as follows:

Firefighters:

- Acting Driver/Operators with Driver/Operator certification
- Acting Lieutenant with Lieutenant certification

Driver/Operators:

- Acting Lieutenant with Lieutenant certification

Fire Inspectors/Investigators:

- Acting Fire Marshal at the discretion of the Fire Marshal, Deputy Chief and/or Fire Chief

Lieutenants:

- Acting Battalion Chief or Acting Fire Marshal at the discretion of the Battalion Chief, Deputy Chief and/or Fire Chief

Rescue (Ambulance) Position Pay

When Union members that are firefighter and EMT (all levels) certified are assigned to work on a

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Rescue (Ambulance), whether as a regular daily duty assignment or as overtime, they shall receive CAP time compensation at the ten (10) percent level. This compensation shall be applied to all members assigned to the Squad, regardless of their assignment on the Squad. The amount of time worked shall accrue in fifteen (15) minute increments.

Placement of Personnel in Acting Positions

When acting positions are filled on a daily basis with no expectation that the acting position will last more than twenty-eight (28) consecutive days, no notification to the Human Resources Department or City Manager is necessary.

When personnel are expected to be in an acting position for more than twenty-eight (28) consecutive days, notification to the Human Resources Department and the City Manager is to be made via a Personnel Action Notice. The Personnel Action Notice will be completed changing the employee's classification to that of the position they will be filling. Acting appointments shall not be continued for more than six (6) months, except, when due to extraordinary circumstances, the City Manager extends the acting appointment.

CAP Time Compensation

When personnel work in an acting position for less than twenty-eight (28) days, compensation for such shall be made by multiplying the number of hours worked times ten (10) percent. In the event a person is acting two (2) positions higher than their current position, compensation for such shall be made by multiplying the number of hours worked times twenty (20) percent.

When personnel are to be in an acting position for more than twenty-eight (28) consecutive days, the employee shall be compensated at no less than entry level, a one-step increase, or ten (10) percent, whichever is greater.

The amount of time worked shall accrue in fifteen (15) minute increments.

CAP Documentation

CAP shall not be allowed to accrue for more than one (1) pay period. CAP shall be paid as part of the pay period for which it is earned.

It will be the responsibility of each individual working in an acting capacity to verify that all CAP time has been accurately entered into the payroll system. An employee may collect CAP only when officially assigned to an acting position by the Fire Chief or designee.

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18. PAY INCREASE

- A. Effective on the first (1st) full pay period after adoption of this contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a thirteen (13) percent increase to base wages.
- B. Effective on the first (1st) full pay period after the first (1st) anniversary date of the adoption of the contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a five (5) percent increase to base wages.
- C. Effective on the first (1st) full pay period after the second (2nd) anniversary date of the adoption of the contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a four (4) percent increase to base wages.
- D. There shall be no other increase during the term of this agreement.

19. COMPENSATORY TIME

Compensatory time is optional instead of overtime pay for Las Cruces Fire Department employees. The accrual of compensatory time in lieu of cash overtime compensation must be by agreement or understanding between the employer and employee. This agreement must be reached before the work in question is performed. All compensatory time is subject to FLSA requirements and is earned at the same rate as overtime.

The maximum number of hours an employee can accrue of compensatory time is Four hundred, eighty (480) hours of unused compensatory time (320 hours of overtime worked). If an employee is promoted or demoted all comp time accrual balances will be paid off with the provisions and salary of the class from which the employee promoted or demoted from.

Unused compensatory time earned during the twelve (12) months of the fiscal year must be paid out at the end of the fiscal year. Written request for carry-over beyond the end of the fiscal year shall be submitted to the Fire Chief in the first week of June, who may recommend, under extraordinary circumstances, City Manager approval.

An employee shall be permitted to sell back compensatory time at a rate of one to one (1:1) once each year. Each calendar year up to one hundred (100) hours of accrued compensatory time may be "cashed in" to be payable with and/or as part of the first paycheck in December. Employees exercising this option shall complete the appropriate form to be provided by the CITY.

Bargaining unit members may elect to have this compensatory time paid to their deferred compensation plan in accordance with applicable City, State and Federal regulations

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20. COMPUTER USAGE

Internet and e-mail usage shall comply with City policy. Based on the work hours of bargaining unit members, they may use the City of Las Cruces Internet services for personal improvement provided that use is consistent with professional conduct and is not used for personal financial gain. Internet relay chat channels or other Internet forums such as newsgroups or net-servers may be used only to conduct work related to business or to exchange technical or analytical information. Internet use must be able to survive public scrutiny and/or disclosure.

Users must comply with all applicable laws and regulations and must respect the legal protection provided by copyright and licenses with respect to both programs and data.

Individual users responsible for misuse of the Internet shall be subject to disciplinary action.

Fire Department personnel shall be permitted to use the City's computers during residential hours for personal use, provided that use does not interfere with Departmental business, or violate City policy.

21. CRITICAL INCIDENT STRESS DEBRIEFING

Incidents and events that occur in the Emergency Responder's job or work environment can have a profound effect on their daily lives and ability to function at work. The Las Cruces Fire Department shall implement a Critical Incident Stress Debriefing program. If a Critical Incident Stress Debriefing team is requested by an outside agency, Management will support Las Cruces Fire Department personnel participating in the program.

The Critical Incident Stress Debriefing team shall consist of a professional, or group of professionals, experienced in Fire Department events or incidents, from outside the Las Cruces Fire Department at the discretion of the Fire Chief. The Critical Incident Stress Debriefing team shall be available at the request of the employee at any rank, Prevention Bureau member or the Battalion Chief.

The Critical Incident Stress Debriefing team shall also be available to the employee's family at no cost to the employee or his/her family.

22. DAYLIGHT SAVINGS TIME

Bargaining unit employees scheduled to work a twenty-four (24) hour shift during which a change from Mountain Standard time to Mountain Daylight Savings time, or vice-versa occurs, will be paid as follows:

- a. When such a shift occurs in the Spring, the employee shall receive his/her full twenty-four (24) hours' pay. Any time worked in excess of the regular shift as scheduled shall be at the applicable overtime rate.
- b. When such a shift occurs in the Fall, the employee shall receive his/her regular twenty-four (24) hours' pay. Overtime at the applicable rate shall only be paid for work which is performed before the scheduled starting time and for work performed after the scheduled end of the shift.

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No additional compensation, at any rate, shall be made for the actual number of hours worked during the scheduled shift.

- c. The former rules shall also apply to leave taken by employees during these occurrences.

23. DISCIPLINE AND DISCHARGE

A disciplinary measure may be imposed upon an employee for misconduct, incompetence, or other valid reasons. Off-duty conduct may result in disciplinary action if it affects the employee's responsibilities and/or role as a public servant or brings discredit upon the CITY.

Progressive discipline will be utilized unless the facts of the situation warrant a more severe disciplinary action. The severity of the infraction committed by the employee and the employee's previous work history shall be taken into consideration. Previous disciplinary actions will be considered in the determination of discipline for current infractions using the following criteria:

- Relevance and/or severity of prior disciplinary actions.
- Frequency and/or timeliness of prior disciplinary actions.

An employee may request two (2) UNION representatives to be present during a meeting with management in which the employee reasonably believes will result in disciplinary action against him or her. The request for a Union representative shall not unreasonably delay the meeting.

In conducting investigations which may include possible criminal violations by an employee, the CITY shall comply with applicable Federal and State statutes and regulations.

- A. Disciplinary actions shall include the following:

1. Counseling*
2. Verbal reprimand*
3. Written reprimand*
4. Suspension without pay
5. Involuntary demotion
6. Termination

*Not considered administrative sanctions.

- B. Disciplinary actions with the exception of counseling's and verbal reprimands, shall be given to the employee in writing and shall state the reasons for the action. A copy of the disciplinary action shall be placed in the employee's personnel file with the exception of verbal warnings, counseling sessions, or verbal reprimands which will be documented in a separate file.
- C. Employees will normally be disciplined in private.
- D. Counseling sessions or verbal reprimands may be administered by the employee's immediate supervisor (Lieutenant), with specific authorization from the Battalion or Deputy Chief.

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- E. The CITY shall not suspend without pay, involuntarily demote, or terminate any employee without just cause. During the investigation phase, an employee may be placed on paid administrative leave pending the outcome of the investigation.
- F. Prior to suspension without pay, involuntary demotion, or termination being taken by management, the employee involved shall be afforded the opportunity of a pre-disciplinary hearing.
- G. At the discretion of the Chief, employees may be allowed the forfeiture of accrued annual leave or unused comp time in lieu of leave without pay.

DISCIPLINARY PROCEDURES

- A. A due process hearing shall be afforded to bargaining unit employees prior to termination, demotion, or suspension.
- B. The supervisor shall notify the affected employee, both orally and in writing, of his/her recommendation to terminate, demote, or suspend the employee from CITY service, and his/her reason(s) for doing so. This shall be accomplished in the following manner:

- 1. The supervisor who initiates such action shall complete a Notice of Intent to Terminate, Demote or Suspend form.
- 2. The completed form shall include:
 - a. The recommended effective date of termination, demotion, or suspension.
 - b. Reason(s) for terminating, demoting, or suspending the employee.
 - c. Relevant documentation to support the termination, demotion, or suspension. Such documentation shall be attached to the "Notice of Intent to Terminate, Demote or Suspend" form.

EEO investigative reports are deemed confidential unless otherwise directed by a competent court of jurisdiction or by order of the City Manager. Therefore, if an EEO investigation is the basis of disciplinary action, the affected employee will be provided a summary of the investigation. The investigation documentation shall not be photocopied or disseminated beyond the EEO office, City Attorney's Office, City Manager's Office, or Human Resources Department.

- d. Date, time, and location of the employee's pre-disciplinary hearing. The hearing must be conducted within five (5) business days from the date of the notice and may be modified by mutual written agreement.
- C. Following notification of intent to terminate, or suspend, the employee may be placed on administrative leave with pay pending the pre-disciplinary hearing outcome. In the case of demotion, the employee shall maintain his/her position pending the outcome of the hearing.
- D. The pre-disciplinary hearing shall be conducted by the Fire Chief, or designee.
 - 1. The hearing shall be recorded. The original recording shall be transcribed, attached with any resulting disciplinary action, and submitted to the Human Resources Department.

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2. Participants in the hearing shall be limited to the Fire Chief, or designee, Recording Secretary, Employee and a Union representative, if requested by the employee. Witnesses may be allowed where applicable.
- E. The Hearing Officer (the Fire Chief, or designee) shall state the reason(s) for the disciplinary action and review relevant supporting documentation. The employee and/or their Union representative shall be afforded an opportunity to refute the reason(s) for disciplinary action and enter into the record any relevant documentation to support their position.
- F. The Fire Chief, or designee, shall forward their written recommendation, based on the evidence presented at the pre-disciplinary hearing, along with the Personnel Action and transcript of the hearing to the Human Resources Department. The Human Resources Department will send the Personnel Action, transcript, and any other supporting information to the City Manager, or designee, for final action.
- G. The employee shall normally be notified by the Fire Chief, or designee, within five (5) business days of the results of the hearing.
- H. Employees may grieve disciplinary actions as provided for elsewhere in this Agreement.
- I. The Personnel Action signed by the City Manager, or designee, will be forwarded to the Human Resources Department who will prepare all appropriate paperwork and will ensure proper notification of the employee.

24. DISCRIMINATION

There shall be no discrimination, interference, restraint, retaliation, or coercion by the CITY or the UNION against any employee for their activity on behalf of membership, or non- membership, in the UNION.

It is the mutual obligation of the CITY and the UNION to assure that no employee shall be subject to any discrimination because of gender identity, color, religion, race, citizenship, disability, national origin, sexual orientation, age, sex, ancestry, or serious medical condition.

25. -EMERGENCY MEDICAL SERVICES

It will be the responsibility of the Las Cruces Fire Department to provide necessary training to maintain EMT-Basic, Advanced EMT, and Paramedic licensure.

Employees who do not attend department sponsored training when made available by the CITY shall be responsible for obtaining and paying for any training to maintain required licensures and/or certifications.

The CITY will pay only for expenses incurred relative to the first examination of any specific licensure and/or certification which is applicable to the employee's position. If the employee fails the tests on their first attempt, all expenses related to subsequent testing to receive the licensure will be the sole responsibility of the employee.

The Las Cruces Fire Department and the UNION agree to work together to further develop and enhance EMS services provided within the City of Las Cruces.

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26. EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program shall be available to any Las Cruces Fire Department employee and/or family member that may wish to consult with a professional counselor regarding a personal or family problem. The services provided through voluntary self-referral of the employee shall be confidential and shall be available at no cost to the individual. The range of problems for which any Las Cruces Fire Department employee and/or family member may seek assistance include, but are not limited to:

- Stress
- Emotional problems
- Family or marital problems
- Alcohol or other substance abuse
- Financial problems
- Work-related difficulties
- Conflict management
- Other problems

The counseling services which shall be provided are short-term. In the instance where an individual and/or family member is specifically in need of a greater level of assistance, that person or persons may be referred to another professional as provided for in the employee's health insurance benefit package.

27. EMPLOYEE DATA

The purpose of this article is to maintain accurate employee information so that in the event of an emergency and during normal operations, correct information is readily available and prompt notification can be made.

All employees must have some method of being contacted when they are off duty. All Las Cruces Fire Department employees are encouraged to maintain a telephone in their residence. Employees will have Employee data on file at the Fire Department and the Human Resources Department.

Employee data includes, but is not limited to:

- Current address
- Emergency notification information including names, addresses, and telephone numbers
- Date of birth
- Date of hire
- Social security number (HR only)
- Employee number
- Driver's license number, class, and expiration date

This information shall be retained in a confidential department file.

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An employee must provide the above information to his/her Battalion Chief no more than three (3) working days after a change in employee data occurs. At that time, the employee shall complete the appropriate documents. The completed documents will then be forwarded to the database coordinator for input into the database.

28. EMPLOYEE RIGHTS TO PERSONNEL FILES

Bargaining unit employees' official personnel file will be administered in accordance with the following provisions:

- The CITY shall maintain an official personnel file for each employee. The file will be maintained in the City Human Resources Department.
- An employee shall be permitted to review material contained in the employee's own official file. A designated representative of the City Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.
- The CITY will honor a for a single copy of any document in the official file for the employee. The employee may be required to assume the cost for the copies charged for IPRA requests.
- The Department and each supervisor may maintain a working file that is separate from the official file.

29. EXTRA DUTY ASSIGNMENTS

The Las Cruces Fire Department shall make an honest attempt to grant extra duty assignments in a fair manner in an effort to develop organizational member's career skills.

30. FITNESS FOR DUTY AND RETURN TO DUTY

FITNESS FOR DUTY

The Las Cruces Fire Department has established, maintains, and administers a Physical Agility Test (PAT). Passing criteria is established by management and may be updated through a certified process performed by a third-party institution certified in creating, establishing and/or performing such occupational tests. The UNION and Management may meet to discuss any significant changes pertaining to the PAT. An employee that fails to pass the PAT will follow the steps outlined in the Return to Duty section of this Article.

The Las Cruces Fire Department may require an employee to undergo a fitness-for-duty examination when there is a reasonable belief that the employee's ability to perform essential job functions will be impaired by a physical, medical, or other condition, or that the employee will pose a direct threat. The need for a medical evaluation must be clearly supported by the nature of the work and objective medical or other factual information. The examination shall be conducted by a medical professional selected by the CITY. All costs associated with such an examination will be borne by the Department in which the employee is assigned.

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If an employee is impaired in their capability to safely and effectively complete work assignments, and a fitness-for-duty examination supports this conclusion, options may include:

1. Transferring the employee to a vacant position for which the employee is qualified and that accommodates the limitations.
2. Accommodating the employee in the current position by modifying work assignments and/or the work environment.
3. Accommodating the employee by re-assigning to light duty status and providing an opportunity for rehabilitation.
4. Or, if an accommodation is not feasible in enabling the employee to perform the essential functions of the job held, or vacant positions for which the employee is qualified are not available, and if an accommodation does not reduce issues to an acceptable level, the employee may be medically retired or terminated. When an employee is assigned to a vacant position the employee's pay will be adjusted commensurate with the pay rate for that position.

PROCEDURE:

If the Las Cruces Fire Department has an employee with a medical condition which appears to impair the employee's capabilities to safely and effectively perform the essential functions of the job, or who poses a direct threat due to a medical, or other, condition the Human Resources Director or designee, shall be contacted pertaining to a possible fitness for duty examination. The Department must be prepared to discuss the following:

1. What objective evidence supports the need for a fitness for duty examination?
2. What is the reasonable belief that the employee's ability to perform essential job duties is impaired?
3. What is the basis for any belief of direct threat?
4. What knowledge exists that performance issues are linked to a medical condition?

If the answers to these questions indicate to the Human Resources Director, or designee, the need for further evaluation, the CITY shall proceed with the following:

1. A psychiatric examination or psychological assessment must be conducted by a licensed practitioner or physician authorized to conduct such examinations and may only be used to make inquiry into a person's mental fitness to successfully perform the essential functions of the employee's position without direct threat to the individual in question, or to others.
2. The scope of any fitness for duty examination shall be limited to the specific ~~medical~~ condition and how such condition affects or may affect the employee's ability to perform essential functions or pose a direct threat.
3. All medical information obtained through the fitness for duty provisions shall be maintained by the Human Resources Department as strictly confidential and shall not be a part of the employee's personnel file.
4. When the Las Cruces Fire Department requests a medical examination, it must inform the employee in writing of its reasons for doing so and the consequences of failure to cooperate. The CITY will designate the examining physician or other appropriate practitioner but will offer the individual an opportunity to submit medical documentation from their personal physician or practitioner. The CITY will review and consider all such documentation supplied by the individual's' personal physician or practitioner along with

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the documentation from the examining physician selected by the CITY. Should the employee wish to submit medical documentation from the employee's personal physician or practitioner, the employee shall pay for all examinations and documentation charges.

5. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination.

RETURN TO DUTY

Any bargaining unit employee who suffers an illness, injury, or other medical condition, and is unable to report to duty shall immediately notify the employee's supervisor (Battalion Chief) of that fact. The supervisor who becomes aware of leave that may be related to a medical condition of an employee or when an employee has been absent three (3) consecutive calendar days (2 shifts for fire personnel working (56) hour shifts), will notify the Human Resources Department. The Human Resources Department will notify the employee of their rights and responsibilities under the Family and Medical Leave Act (FMLA). Refer to the CITY'S Family and Medical Leave policy for additional information.

If the illness, injury, or condition shall exceed two (2) weeks duration, then the following Return to Duty procedures may be applicable. This shall be determined on a case-by-case basis. This Article shall also apply to employees who fail to successfully complete their annual Agility Test.

Prior to returning to duty from an FMLA qualifying event, or other extended illness, injury, or condition a doctor's release to return to work statement shall be obtained from the attending physician. A doctor's release to return to work statement shall also be required for any on-the-job injury where a physician evaluated the employee. The doctor's release to return to work statement shall be provided to the Human Resources Department. Human Resources staff will issue a return to work statement to the employee to be provided to the employee's Battalion Chief prior to reporting to their assigned workstation. The return to work statement will indicate if the employee has received a full release to return to duty, or if restrictions exist.

In the case of illness or injury where the employee was absent from work for a period of more than thirty (30) calendar days, the employee shall be required to complete the Agility Test prior to return to full duty. When the employee's Battalion Chief receives the release to return to work statement, the employee will be scheduled for the Agility Test. In the event the employee is unable to successfully complete the Agility Test, the employee shall not be considered fit for duty and shall not be allowed to return to full duty. The employee shall begin the steps as outlined in this section to become qualified fit for duty.

These provisions shall apply to employees who fail to successfully complete the annual Agility Test:

1. If the employee is able to work, the employee may be placed on light duty, or temporary assignment, status if available, at the discretion of the CITY.
2. The employee shall be afforded the opportunity to participate in an on-duty physical fitness program if needed as determined by the employee's illness, injury, or limitations.
3. The physical fitness program shall be structured to rehabilitate the employee and shall provide for strength training, flexibility, and cardio-vascular conditioning.
4. A designated period of time each workday shall normally be allowed for the employee to participate in a physical fitness program subject to the needs of the department and calls for service. This is to allow for dressing, showering, and travel.

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5. The employee shall be allowed the use of appropriate DEPARTMENT facilities to accomplish his/her physical training.
6. The employee may be monitored to ensure that the employee is utilizing the time appropriately. Abuse of this time shall subject the employee to disciplinary actions up to and including termination.
7. After a period of up to thirty (30) calendar days, the employee shall be scheduled for a second Agility Test. Upon successful completion of the evaluation the employee shall be allowed to return to full duty. If the employee is again unsuccessful in completing the Agility Test, the employee shall continue in this program. After each successive time period, the employee shall be re-evaluated.
8. In no case shall an employee be allowed to continue a light duty, or temporary, assignment status beyond a maximum time period of one hundred twenty (120) days. At this point if the employee is unable to return to full duty, an evaluation shall be conducted by the Disability Review Team to identify options available to the employee which may include consideration for additional recovery time as a consideration under the Americans With Disability Act, medical retirement, or termination.

31. FUNERAL AND BURIAL EXPENSES

The CITY agrees to defray the funeral and burial expenses of any Firefighter who dies while on duty up to a maximum of ten thousand dollars (\$10,000.00).

32. GRIEVANCE PROCEDURE

The CITY and the UNION agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed through the following formal grievance procedure.

A. PURPOSE

1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise and are subject to review under this procedure.
2. There shall be no other grievance or appeal procedure for employees in the bargaining unit other than that contained in this Article.

B. DEFINITIONS

1. A "grievance" shall be defined as a dispute which alleges:
 - a. A violation of this Agreement or;
 - b. A written reprimand or;
 - c. A disciplinary suspension without pay or;
 - d. An involuntary termination of employment or;
 - e. An involuntary demotion involving an actual loss of pay.
2. A "grievant" shall be any employee, group of employees, or the UNION.

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3. "Days" shall be defined as business days (Monday thru Friday from 08:00 to 17:00, excluding holidays observed by management, unless otherwise noted).

C. PROCEDURE

1. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.
2. If the CITY or department fails to comply with the time limits and requirements as set forth under this agreement, the grievance may be appealed to the next level of the procedure.
3. If the grievant fails to comply with the time limits and requirements as set forth under this agreement, the grievance shall be considered null and void.
4. The time limits set forth herein may be extended provided the parties have mutually agreed in writing upon the extension.
5. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew, or reasonably should have known, of the action which precipitated the grievance. In the case of disciplinary action, the date of the action precipitating the grievance shall be the date of the notice or delivery of the official written notice of discipline.

D. STEPS

1. The grievant shall first discuss the grievance with the appropriate Deputy Chief directly with the objective of resolving the grievance. If the grievance is not resolved within ten (10) days, a written grievance may be filed with the Fire Chief. To be considered, the grievance must contain at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation, and the relief sought and be filed within ten (10) days from the Deputy Chief's response, or the date such response was due.
2. The Fire Chief, or designee, will have ten (10) days to render a decision.
3. If the grievance is not resolved with the Fire Chief's, or designees', decision, the Union will have ten (10) days to:
 - a. Request the services of the Federal Mediation and Conciliation Service (FMCS) to provide grievance mediation services; or
 - b. File the grievance directly with the City Manager.
4. If at the conclusion of Mediation, the grievance has not been resolved, the Union will have ten (10) days to file the grievance with the City Manager.
5. The City Manager will have ten (10) days to render decision and may take whatever action they choose to resolve the grievance, which shall be final and binding on the parties. If the grievance pertains to a disciplinary action involving a suspension without pay, an involuntary demotion, or termination, the grievant and/or the Union may request arbitration if they are dissatisfied with the City Manager's decision by filing a Request for Arbitration with FMCS. This request shall be made within ten (10) days of the City Manager's decision.

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The UNION shall immediately serve a copy of the Union's request for arbitration to the Human Resources Director, the Fire Chief, and the City Manager.

E. ARBITRATION

The arbitrator will be selected from a list of seven arbitrators requested from FMCS within fifteen (15) days of the receipt of the FMCS list, unless mutually agreed to in writing. The parties shall alternatively strike names on the list until there is one name remaining that shall be the arbitrator. The moving party shall strike the first name. Failure of either party to strike will result in FMCS appointing an arbitrator on the panel.

1. The arbitrator shall conduct the hearing as soon as possible.
2. The arbitrator's decision shall be in writing and shall include the decision, the rationale, and, if appropriate, relief. The arbitrator shall not have the authority to expand, or add to, the rights employees or the UNION have under the terms of this Collective Bargaining Agreement.
3. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.
4. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

F. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance.
2. A grievant may be accompanied and represented by the UNION at any hearing or meeting conducted under this procedure.
3. An employee, acting individually, may present a grievance without the intervention of the UNION provided the grievance has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Collective Bargaining Agreement.
4. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the CITY or the Department which has a department wide impact, the UNION may submit the grievance on behalf of the affected employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee's personnel file as relief given in the disposition of a grievance.
6. All grievances and grievance responses shall be filed and processed in accordance with this Collective Bargaining Agreement.
7. The grievant and the UNION'S processing of grievances shall be conducted on non-City paid time unless otherwise agreed to by the parties or during residential hours.

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**33. HEALTH INSURANCE BENEFITS / GROUP INSURANCE PLAN / DISABILITY INSURANCE
/ LIFE INSURANCE**

The CITY shall continue to offer to all employees in the bargaining unit, health, disability, and life insurance benefits as adopted by City Council.

If new contributions to the Group Insurance plans, as enumerated in NMSA 1978 §10-7-4 et seq., are enacted by the State Legislature during the term of this Agreement, or a ruling by the State Attorney General allows for a different interpretation of the percentage of contributions, either party may notify the other in writing within one hundred twenty (120) calendar days of the enactment to declare their desire to reopen this article of the agreement. Any change to this article is subject to City Council approval and appropriations.

The CITY will continue to pay, at a minimum, 82% of health insurance premiums with the employee paying 18% of premiums regardless of what plan(s) are offered.

Prior to any changes, the CITY and UNION will meet and confer to discuss options prior to the implementation of any changes.

34. HOLIDAYS

During the term of this Agreement, all bargaining unit employees working a forty (40) hour week schedule shall receive eight (8) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the CITY plus one and one-half (1 and 1/2) times their hourly rate for all time worked on that holiday.

The use of paid leave during the pay period including any of these holidays shall not be cause for a loss of holiday pay whether or not the employee was scheduled to work such holiday.

Employees must be on paid status the day before and after the holiday to be eligible for holiday pay.

35. HOURS OF DUTY

The schedule for fire suppression personnel shall be forty-eight (48) hours on-duty followed by ninety- six (96) hours off-duty. Duty-time shall be 1100 hours until 1100 hours forty-eight (48) hours later. Suppression personnel work an average of fifty-six (56) hours per week.

Overtime shall comply with the 207k provisions of the Fair Labor Standards Act.

The schedule for non-suppression personnel shall be forty (40) hours per week.

The Fire Chief may establish alternate work schedules on a temporary or permanent basis to accommodate the training needs of the organization. A minimum of two (2) weeks' notice shall be provided to affected employees.

RELIEF

All employees must ensure they have been relieved of duty before leaving their assignment.

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EARLY RELIEF

An employee is expected to be in uniform and fully prepared to assume the employee's duties at the beginning of the employee's assigned shift. The employee shall remain on duty until the end of their assigned shift unless the employee is permitted by the Lieutenant to be relieved prior thereto for good cause shown. It shall be permissible for oncoming employees to relieve employees on the previous shift prior to the scheduled starting time. Any early relief amongst employees shall be done as a voluntary agreement between the participating employees. Early relief shall not be counted as additional time worked. For pay purposes, the employee permitted to leave early shall be deemed to have completed his/her assigned shift, and the employee who agreed to report early shall be deemed to have commenced work at his/her regular duty-time. Any early relief greater than fifteen (15) minutes requires approval by the Battalion Chief.

TARDINESS

An employee shall be deemed to be tardy if the employee reports after the regular duty-time and may be subject to disciplinary action as deemed appropriate by Management.

Tardiness does not apply to employees who are already on duty due to overtime or changes of shift and are traveling between shifts and stations provided such travel time is within a reasonable amount of time. These employees should notify the appropriate station of their status.

VOLUNTARY HOLDOVER

If an employee calls in prior to the beginning of the shift with an excuse acceptable to the Lieutenant and another employee agrees to voluntarily "hold over" until the late employee arrives, the late employee shall not be deemed to be tardy. Any voluntary holdover amongst employees shall be done as a voluntary agreement between the participating employees. Voluntary holdovers shall not be counted as additional time worked. For pay purposes, the employee who agrees to "hold over" shall be deemed to have ceased work at the end of his/her regular duty-time and the employee who is late shall be deemed to have commenced work at his/her regular duty-time. Voluntary holdover shall not exceed sixty (60) minutes per occurrence. Lieutenants shall report to the Battalion Chief any employee failing to report by their regular duty time.

Habitual use as determined by Management will require this practice to cease for that employee. Continued abuse of this practice will subject the individual to disciplinary action.

36. INOCULATION AND IMMUNIZATION

The Department shall provide Hepatitis B and Hepatitis A inoculations to all emergency response employees. The Chief has discretion to provide for other inoculations not specified as deemed appropriate to promote the health and safety of employees. If an employee is exposed to a contagious disease or other bio-hazardous material while performing their duties, such exposure must be documented and reported by the employee and the first line supervisor in accordance with established policies and procedures.

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37. INTERFERENCE

The UNION shall not attempt to cover up or fail to report any employee misconduct.

38. LOST, DAMAGED, OR STOLEN PROPERTY

Employees shall be responsible for and not misuse CITY property, records, or other materials in their care, custody, and control. CITY property, records, or other materials shall not be removed from the premises without written permission from the station Lieutenant or Battalion Chief.

- A. Employees shall be responsible for normal care and maintenance of all issued equipment.
- B. Uniforms and equipment provided by the Department that are required and essential to the successful performance of an employee's job functions shall be replaced, at the Department's expense, when such items are damaged during the performance of job duties or lost due to criminal theft.
- C. All instances of lost, damaged, or stolen property shall be reported to the Battalion Chief on duty in writing immediately at the time of discovery of the occurrence. Theft and damage to CITY equipment or property must be reported to the City's Risk Management division as soon as practicable.
- D. Lost or damaged equipment as a result of employee negligence or employee's criminal act are not covered by this Agreement.
- E. A copy of an incident report or police report must be submitted with a written request for replacement to obtain replacement of personal property required and approved to be carried or utilized by employees in the performance of their duties. Failure to make a proper report and request for personal items will negate any claim for replacement.
- F. Personally owned items:
 - 1. Personally owned items that are required and essential to the successful performance of an employee's job function shall be replaced, at the Department's expense, when such items are determined by the CITY to have been damaged while the employee was engaged in the performance of duty and there was no negligence on the part of the employee. The Chief maintains discretion to replace the item or reimburse the employee for a comparable replacement.
 - 2. Employees that use personal items while performing their job functions shall provide a list of those items to the Chief, or ~~their~~ designee, for approval. The employee shall be responsible for keeping the list of items current. Replacement or reimbursement of any item not included in the list supplied, and preapproved by the Chief or ~~their~~ designee, will not be eligible for replacement or reimbursement.
- G. This section is not intended to be used to replace old, worn out items. Amounts for replacement or reimbursement shall not exceed one hundred seventy-five dollars (\$175.00) per item.

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39. MDA FILL THE BOOT

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in the annual "MDA Fill the Boot" charity event. Management may allow the use of Las Cruces Fire Department uniforms and firefighting bunker gear for use during the event. The Las Cruces Fire Department may allow for the staging of fire apparatus at designated collection points for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations.

The Las Cruces Fire Department may allow the use of duty time for those Las Cruces Professional Fire Fighters attending the ceremonial check presentation to the Muscular Dystrophy Association if staffing allows.

40. MEDICAL DIRECTOR

The Las Cruces Fire Department shall provide Medical Direction for all levels of service provided in its protocols.

41. MILITARY LEAVE

During the term of this agreement, employees in the bargaining unit shall be covered in accordance with all stipulations, processes, and procedures as provided for in the City's Personnel Manual regarding Military Leave, as adopted or revised.

Fifty-six (56) hour employees may be granted an additional sixty-four (64) hours of administrative leave, for active-duty assignments in excess of the one hundred sixty (160) military leave hours as provided for in the City's Personnel Manual.

42. MODIFIED DUTY / NON-HAZARDOUS DUTY

- A. The Fire Chief, or their designee, shall have discretion to approve Modified, or Non-Hazardous, Duty for employees who develop, as determined by a qualified physician, an illness, injury, or other medical condition off duty. (Such conditions shall include pregnancy.) Employees who are determined to temporarily be unable to perform the duties of the position, may request to be placed on a Modified / Non-Hazardous Duty assignment by submitting a request in writing to the Chief, or their designee.
- B. The Human Resources Department will be notified of the request and will provide notice to the employee of their rights and responsibilities under the Family and Medical Leave Act (FMLA). (Refer to the CITY'S Family and Medical Leave policy for additional information.) A Medical statement from a qualified health care provider must be submitted to Human Resources for verification of the illness, injury, or other medical condition prior to the approval of a Modified / Non-Hazardous Duty assignment. The statement must outline the condition(s) and restrictions.
- C. If such duty is not available within the Department, the employee may request light duty, or temporary assignment within the CITY in accordance with established CITY policies. If the

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CITY has an available position for which the employee qualifies, the CITY may offer the position on a temporary basis to the employee. After receiving the qualified physician's certification for Modified / Non-Hazardous Duty, the CITY will determine its ability to accommodate the request. The determination of the CITY is not subject to grievance and nothing contained in the Article is intended to require the CITY to accommodate a request.

- D. If the employees qualified physician provides approval, and there are no restrictions to prevent the employee from safely participating in promotional processes, they may be permitted to do so. The employee will not be passed over if on a promotional list and should be provided opportunity to continue involvement in Department committees if they desire, as long as work restrictions are met.
 - 1. This Modified / Non-Hazardous Duty will be paid at a base hourly wage for forty (40) hours for a period no greater than nine (9) months. The parties agree that the 207k exemption applies to all employees in a Modified / Non-Hazardous Duty status.
 - 2. A fifty-six hour employee who is placed on Modified / Non-Hazardous Duty shall be placed on a forty (40) hour schedule and paid at the converted employee's base hourly rate, in accordance with the terms of this Agreement.
 - 3. Employees returning to full-duty, without restrictions, shall be returned to their same rank and seniority.
- E. Department Responsibilities:
 - 1. Uniform options may be provided as soon as practical to those employees that have a need based on their condition. Requests for such options must be submitted to the Chief, or their designee and follow established procedures for uniform replacement.
 - 2. Other appropriate attire may be permissible as determined by the Chief or their designee. The employees' badge must be displayed.
 - 3. Appropriately fitting bunker gear will also be issued if required based on employee assignment and restrictions.
 - 4. The Department shall comply with N.M. Stat. Ann. § 28-20-2 (2007) to provide a clean, private place, other than a bathroom, for employees who are breastfeeding to pump.

43. NEPOTISM

No person shall be hired, promoted, demoted or transferred to a position which is under the direct supervision in the departmental chain of command of a relative who is related by blood, adoption, or by marriage to a third degree of kindred. The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces and nephews. The restriction shall also apply to relationships having the characteristics of a family relationship, and to members of the same household. In the event two (2) employees are in a position of direct supervision through any departmental chain of command or either of the two (2) employees establish a relationship, then the affected employee or employees may request a transfer to alleviate the situation or the City Manager may transfer or demote one (1) of the two (2) affected employees to a position removed from the supervisory control of the other. However, the City

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Manager may waive the restrictions in this section if, in the opinion of the City Manager, it is clearly in the City's best interest. This article shall not apply during emergency operations or incidents or temporary assignments.

An incumbent who willfully fails to reveal (or remains silent about) a relative who is hired into their direct chain of command, or is transferred to their unit, shall be subject to disciplinary action.

44. OUTSIDE EMPLOYMENT

City Personnel Manual and Policies, as adopted and revised, shall apply to all outside employment during the term of this Agreement.

45. PAY PERIOD / WORK PERIOD

For the purpose of this Agreement, the pay period shall be fourteen (14) days and the work period shall be twenty-eight (28) days.

Las Cruces Fire Department personnel shall be paid biweekly.

The pay period shall start at 00:00 hours on Sunday and shall end fourteen (14) days later on Saturday at 24:00 hours.

For pay purposes, the calculation of hours worked shall equal the number of hours on duty. There shall not be any forms of reduced pay while on duty.

The CITY shall comply with the provisions outlined in the Fair Labor Standards Act.

For forty (40) hour employees, the CITY shall comply with the provisions outlined in the Fair Labor Standards Act for any hours worked in excess of forty (40) hours per week.

46. PAYROLL DEDUCTION OF DUES AND FEES

The UNION shall indemnify, pay for the defense of, and save the CITY harmless against all claims that shall arise out of or as a result of any conduct taken by the CITY for the purpose of complying with this Article.

BARGAINING UNIT MEMBERS

The CITY agrees to deduct, each pay period, membership dues and fees in an amount certified to be current by the Treasurer of the UNION, from the pay of those employees who have voluntarily completed payroll deduction authorization forms. The total amount of deductions shall be remitted together with the names of the employees from whom membership dues have been collected, normally within ten (10) days after such deductions are made by the CITY, to the Treasurer of the UNION.

The membership dues deduction for a member of the bargaining unit may be made only if the accrued earnings of the employee are sufficient to cover the membership dues after all other authorized payroll deductions have been made.

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47. PERFORMANCE EVALUATIONS

Performance Evaluations may be used at any time to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such manner. Performance Evaluations may however be used to support disciplinary actions. Employees will be assessed in relation to the essential job functions of their position. Evaluations may also be used to identify and establish employee goals. Personal Improvement Plans may be developed to address specific employee deficiencies. The Personal Improvement Plan will identify those deficiencies and establish specific measurable goals. The Performance Evaluation and Personal Improvement Plan are formal reports that will become a part of the employee's personnel file.

Other evaluations such as incident evaluations or special evaluations, may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement.

48. P.E.R.A. RETIREMENT PROGRAM

The City has adopted Municipal Fire Plan 5 of the Public Employee Retirement Association (PERA). The CITY and Employees will continue to pay the current contribution rates during the term of this Agreement.

Should PERA mandate an increase or change, the parties shall be responsible for their respective share of the increase or change.

49. PERSONAL LEAVE AND EMERGENCY LEAVE REQUESTS

Las Cruces Fire Department personnel shall be granted personal leave to conduct personal business. Personal leave shall be used in one (1) hour increments or more when backfill is required will be considered the same as hours worked.

In the first pay period in January, Las Cruces Fire Department personnel shall be granted:

- 56 hour Employees - Twenty-four (24) hours Personal Leave
- 40 hour Employees - sixteen (16) hours Personal Leave

Leave will be requested as per applicable policy.

50. EMERGENCY LEAVE REQUESTS

Emergency leave requests will be charged to fifty-six (56) hour employees, in one (1) hour increments, for up to twenty-four (24) hours in the case of an unforeseen emergency. An emergency leave request will be granted if it does not remove a response unit from service by reducing the number of personnel below minimum staffing requirements. Emergency leave can be charged to annual or personal leave.

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51. PERSONNEL REDUCTION

In the event that a reduction in force is necessary, the following procedure shall be utilized:

- A. Authority, Pursuant to City regulations and State law, the CITY has the authority to discharge, terminate, or lay-off employees in this bargaining unit at any time when a reduction in personnel is required.
- B. When the Council and/or CITY anticipates a Reduction in Force (RIF) or lay off which might result in the discharge or termination of an employee or employees in this bargaining unit, the CITY will notify the UNION and the affected employee or employees in writing a minimum of one (1) pay period prior to the implementation of the RIF. In lieu of such notice, the affected employee or employees may be given severance pay in an amount equivalent to the amount of notice, or portion thereof. The UNION may request in writing, to meet with representatives of the CITY to discuss possible alternatives to the RIF provided that such request is made no longer than five (5) days after receipt by the UNION of the CITY'S notice of intent to RIF.
- C. No regular Fire Department employee shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary fire department employees have been discharged or terminated.
- D. Employees will be laid off in reverse order of seniority. When two or more employees have identical seniority then a determination shall be made by the Chief. Factors that will be considered may include but are not limited to employee performance, rank, staffing/operational needs and employee work history.
- E. Laid off employees will be recalled in reverse order of lay off and will remain eligible for recall for a period of two (2) years.
- F. Prior to filling vacant positions through a new promotional process, all personnel who have voluntarily demoted to a lower rank as a result of the reduction in force shall be advanced to available vacant positions which they held prior to such voluntary demotion.
- G. Laid-off employees will provide the CITY a contact name, phone number, and address in the event that their position becomes available.
- H. The CITY will advise the employee to be recalled by certified or registered US mail.
- I. Upon receiving notice of recall, an employee has five (5) business days to signify their intention of returning to work with the CITY and will advise the date they will be available to return to service. The return to service date must not be later than fifteen (15) business days from the date the employee received the recall notice. The notice of recall shall be sent to the employee's last known address. The employee shall be responsible for maintaining a current address with the CITY'S Human Resources Department.

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- J. Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of a recall notice, will be considered an automatic resignation, and shall not be subject to a grievance. It is understood that the CITY will have discharged its obligation of notification to laid-off employees by giving notice as herein outlined.
- K. Furlough:
1. Temporary unpaid leave of some employees due to economic conditions of a Department, or the City as a whole.
 2. Prior to implementing a furlough program, the UNION and the affected employees shall be notified at least ten (10) working days in advance. The Employer shall provide the UNION with the opportunity to provide alternatives to furloughs.

52. PRINTING AND DISTRIBUTION OF AGREEMENT

The CITY will post the Agreement on the CITY intranet system with the understanding that hard copies will not be reproduced at the CITY's expense.

53. PROBATIONARY PERIOD

During periods of continuous employment, no other probationary period shall be placed or mandated on a member of the bargaining unit for disciplinary actions.

An evaluation period of six (6) months shall be assigned to employees who promote into bargaining unit positions. The evaluation period may be extended for three (3) months by mutual agreement. Employees who are not meeting minimum expectations may be reassigned for additional evaluation. Employees who do not meet minimum expectations shall be returned to their previous rank and is not considered disciplinary action. The failure of the evaluation period may be grieved to the level of the Chief, or designee.

54. RECOGNITION

The CITY recognizes the UNION as the sole and exclusive bargaining agent for all regular non-probationary employees of the Las Cruces Fire Department as listed below. The UNION shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the UNION.

- A. Inclusions. This Agreement specifically includes: Firefighters, Driver/Operators, Lieutenants, Fire Inspectors, Fire Inspector/Investigators, and MIH Coordinator.
- B. Exclusions. This Agreement specifically excludes new hire probationary status, and Exempt employees as defined by CITY policy, seasonal employees, temporary employees, contract employees, part-time employees, and other such positions as the parties shall agree to be excluded under this Agreement.
- C. Position changes. No new classifications or positions will be made within the bargaining unit

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without prior notification to the UNION and the UNION'S opportunity to meet with Management and Human Resources to discuss the new classifications at length.

55. RECRUIT SELECTION PROCESS

The UNION shall appoint members to any recruit selection committee, assessment group, or other process to select new Las Cruces Fire Department recruits. The number of UNION appointments to the committee, assessment group, or other selection group shall be up to one half (1/2) of the total number of individuals in such group and shall be no less than one (1). Time spent in participation in selection committees shall be considered as hours worked for bargaining unit employees.

56. RESIDENTIAL SUPPORT

The CITY shall provide clean and safe fire stations. The CITY shall provide furniture to include office furniture, cooking appliances, cookware, dishes, utensils, linen replacement, washer and dryer facilities, access to television cable/satellite service in all new construction, separate men's and women's facilities, including dormitories, where applicable, pest control services, building maintenance, and repair, janitorial supplies, and sanitary supplies in all occupied fire stations. The CITY shall provide air quality checks of all occupied stations in accordance with CITY standards and/or Health/Environment Department requirements. At minimum, air quality checks for mold and mold spores will be conducted on an annual basis. Air quality checks will be discussed during Labor Management meetings on an as needed basis.

Bargaining unit employees shall immediately report any unsafe conditions in writing to the supervisor.

57. SAFETY AND HEALTH

The CITY shall provide clean and safe fire stations. The CITY shall supply safe and comfortable furniture to include office furniture. The CITY shall provide safe and modern cooking appliances, cook ware, dishes and utensils. The CITY shall provide linen replacement as needed as well as washer and dryer facilities. The CITY shall provide access to television cable/satellite service in all new construction. The CITY shall provide separate men's and women's facilities, including dormitories, where applicable. The CITY shall provide pest control services, building maintenance, and repair as needed. The CITY shall provide janitorial supplies and sanitary supplies to continue safe and efficient living in all occupied fire stations. The City shall provide air quality checks of all occupied stations in accordance with City standards and/or Health/Environment Department requirements. At minimum, air quality checks for mold and mold spores will be conducted on an annual basis. Air quality checks will be discussed during Labor Management meetings on an as needed basis.

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58. SENIORITY

Seniority shall be defined as the length of continuous service from the date of hire as a Firefighter in the Las Cruces Fire Department.

Upon the successful completion of the probationary period, a Firefighter will be credited with length of service seniority retroactive to the beginning of the probationary period with the Las Cruces Fire Department.

Employees covered by this Agreement shall lose their seniority status and their name shall be removed from the seniority list if that employee resigns, is discharged, or retires.

The CITY shall establish a seniority list which shall be brought up to date as of July 1 of each year and posted as such on Las Cruces Fire Department bulletin board at Station 1 for a period of not less than thirty (30) days. The UNION shall provide a copy to the CITY within a reasonable time. The CITY will provide a list of UNION members, to include their dates of hire, when requested by the UNION.

Any objection to the Seniority List must be reported to the City's Human Resources Department within thirty (30) days from the first day of posting. After appropriate corrections are made the list shall stand approved.

59. SHIFT EXCHANGES / TRADING TIME

Shift trades are a voluntary contract between two (2) employees. Licenses and/or specialties shall not be a factor. Shift trades shall be allowed between Bargaining members of equal rank, or outside of their own rank; as long as these individuals are certified and can successfully fulfill the duties of the exchanged rank. Bargaining members working a shift trade across rank will not be eligible for Compensation for Acting Position (CAP) time while working in the position agreed to for the shift trade. Bargaining members understand that by agreeing to a shift trade, they will work for the position that best supports the staffing needs during that shift. Shift trades will not place any personnel on duty for more than seventy-two (72) consecutive hours. A shift trade may be denied if it interferes with the operations of the Las Cruces Fire Department.

The CITY shall have no obligation to maintain records of hours traded, and the hours for FLSA purposes shall be calculated as if the regularly assigned person is present for work. All shift trades shall be documented appropriately so it is clear who is responsible to work. Normally shift trades should be requested at least ninety-eight (98) hours prior to the shift to be traded. This request shall be submitted for approval through the Battalion Chief. The necessary means to submit requests shall be available at each fire station.

The CITY shall not assume any liability for time lost to an employee because of a shift trade.

Employees who agree to the shift trade are responsible for the revised work schedule and may be disciplined for an absence or lateness. Time shall be allowed for employees to travel from shifts and between stations. This travel time shall count as time worked. Employees working shift trades will make a reasonable attempt to arrange for coverage for their travel time. In the event coverage

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cannot be secured the Battalion Chief shall be notified.

Any employee who is scheduled to work and makes arrangements to have another employee work on their behalf, is responsible to have the shift hours covered. If the time is not covered for any reason, the scheduled employee will owe the CITY the number of hours that were not worked, to be paid back at the CITY'S discretion.

60. SPECIAL EVENTS

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in special or charity events. Management may allow the use of Las Cruces Fire Department uniforms and fire firefighting bunker gear for use during these events. The Las Cruces Fire Department may allow for the staging of fire apparatus for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations as determined by management.

No special event will take priority over a fire company's or special team's ability to respond immediately to emergency service needs.

61. SPECIAL TEAMS AND PROGRAMS

The Las Cruces Fire Department shall maintain special teams/programs as determined to be appropriate by management.

These teams/programs shall be positioned at the most appropriate station based on team/program functions and responsibilities.

The Las Cruces Fire Department shall designate needed certifications to establish participation as a special team/program member. All special teams/programs members shall be trained and fully certified to all applicable current Las Cruces Fire Department standards.

All required safety and firefighting equipment and gear will be issued to all special teams as required and approved by the City, Fire Chief or their designee.

Annual training shall be provided to maintain certification and proficiency at no cost to core team members. The CITY shall allocate funds for specialized training as deemed necessary by management.

All training hours, if pre-approved by management, shall be considered time worked for payroll purposes. The Chief shall designate staffing and eligibility for specialty team assignments.

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62. SHOPPING EVENTS

On-duty participation may be granted for any Las Cruces Fire Department function, shopping, or eating at restaurants, provided that such events do not affect emergency response capabilities and resource availability. On-duty fire apparatus and crews shall remain available for emergency response from these events.

63. STAFFING

The CITY and the UNION acknowledge that the staffing levels in the Las Cruces Fire Department can have an impact on the safety of the firefighters and the quality of services delivered to the community. The Las Cruces Fire Department has set certain staffing goals and shall attempt to maintain those goals during the term of this agreement.

With the Implementation of this agreement minimum staffing goals will be as follows:

- The CITY shall staff Engine / Truck companies with four (4) person staffing, three (3) person staffing should be allowed on Engine/Truck companies up to fifty-five (55) percent of units in service with common rounding rules to apply. Staffing goals are identified for permanently established engine and truck companies and do not apply to any additional units placed in service in addition to established engine and truck companies.
- The CITY shall maintain at least three (3) Rescues (ambulance/transport unit) in service at all times.
- The CITY shall provide leave spots for Annual or Personal leave in the amount of ten (10) percent of minimum staffing with common rounding rules to apply. In the case of a large-scale incident or staffing shortages, as determined by the Fire Chief, or their designee, leave positions may be canceled.

64. SUBCONTRACTING

The CITY agrees that prior to contracting or sub-contracting out work currently being performed by members of the bargaining unit the following provisions shall apply:

- A. The UNION will be given thirty (30) days' notice.
- B. The notice shall identify the affected positions.
- C. The UNION will be allowed to meet with the City Manager to discuss possible alternatives to the situation.

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65. TRANSFERS AND VACANCIES

- A. Temporary Transfers – Temporary transfers may be made immediately and should normally not exceed thirty (30) days. Longer temporary transfers may be made in order to accommodate Firefighter Trainee rotations or organizational needs. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.
- B. Regular Transfers – position openings not involving promotion shall be filled using the following procedures:
 - 1. Employees who desire to transfer shall provide written notice of such desire to their shift commander.
 - 2. Employees requesting a transfer will be given first preference when filling transfers resulting from vacancies. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.
 - 3. Upon transfer, a copy of the two (2) most recent annual employee evaluations shall be made available to the new supervisor.
 - 4. Management may assign someone to fill the vacancy based on the organizational needs of the Department.

66. UNIFORMS

The CITY shall continue to provide to all bargaining unit members the proper number of uniforms and equipment necessary as determined by the department to maintain the professional image of the Las Cruces Fire Department using methods determined by the Chief.

Employees required to wear safety boots/shoes will be provided two hundred twenty- five (225) dollars per fiscal year.

Issued items will be replaced through a process determined by the Chief, or designee.

67. UNION BUSINESS LEAVE

The UNION President and/or his/her designee may be allowed to attend UNION meetings or functions when staffing allows. This request must be made in a timely manner and must be done through the normal chain of command.

- A. Exclusive of time spent in Labor Management Committee meetings, negotiations and/or collective bargaining, it is recognized that it will be necessary for UNION activities to be carried out during working hours. Certified and designated representatives, as defined in section six (6) of this Agreement, shall be compensated while on duty not to exceed four (4) hours per week for Union activities. The UNION shall be granted no more than two hundred eight (208) hours of paid leave per fiscal year to be used for these purposes. A representative shall not be allowed time off with pay to investigate their own grievance.

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- B. Authorized representatives shall request and accurately document all compensable UNION time on forms, or using methods, determined by the Chief or their designee.
- C. All hours allotted for use under this Agreement shall only be for use within a calendar year and shall not accrue or be combined with other hours allowed during subsequent or previous periods.
- D. Normally, grievances shall be filed and processed during the non-work time of both the grievant and the authorized representative. In an emergency, the employee may contact their immediate supervisor to request relief from their current assignment to consult with their authorized UNION representative.
- E. In such event, the authorized UNION representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical. Pending relief, the employee shall continue to perform their assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Chief or their designee.
- F. Upon being granted relief, the employee or authorized representative shall be placed on Authorized Leave Without Pay status until such time that they complete their consultation and return to a work status.
- G. The City shall allow authorized UNION representatives, who are not City employees or who are off-duty City employees, to visit City facilities for the purpose of administering the provisions of this Agreement at such times and places that do not interfere with the operations of the City, or conflict with other provisions of this Agreement, after first obtaining permission from the Chief or their designee. The Human Resources department shall be notified of such visits.

68. WORKER'S COMPENSATION

All bargaining unit members are covered under the provisions of the New Mexico Worker's Compensation Act. All on the job accidents must be reported immediately to the employee's supervisor. Any questions regarding Workers' Compensation or on-the-job injuries, should be directed to the City's Risk Management Department and/or Finance Department.

69. VOLUNTARY REQUESTS FOR ASSISTANCE

The Department will not take any adverse employment action against an Employee who voluntarily seeks treatment for drug and/or alcohol abuse prior to an incident, reasonable suspicion or being ordered to submit to a drug and/or alcohol test. A request for treatment shall not be considered reasonable suspicion sufficient to order submission to a drug and/or alcohol test. If a reasonable suspicion exists without considering the Employee's request for treatment, such a request for treatment will not preclude discipline or an order to submit to a drug and/or alcohol test in accordance with applicable city manager policy.

The Department shall make available, through an Employee Assistance Program (EAP),

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a means by which employees may obtain referrals and treatment. All such requests shall be confidential. When undergoing such evaluation and treatment, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Multiple request and entry into assistance that creates an impact to the operations of the department, may result in discipline up to and including termination.

70. PROMOTION BOARD REPRESENTATION

The Union will have one designated non-scoring representative on promotional processes for all bargaining unit ranks within the Las Cruces Fire Department as identified in Article 54 Recognition.

71. PARENTAL LEAVE

In accordance with the City's Personnel Manual, bargaining unit members will be entitled to parental leave. 56-hour schedule members will have leave converted at a rate of 1.4 (e.g. 160 hours for 40-hour schedule, 224 hours for 56-hour schedule).

72. CITY BENEFIT LEAVE

Any new leave types that become identified in the City of Las Cruces Personnel Manual, are afforded to other non-represented city members, and not identified within the collective bargaining agreement, will be afforded to Union members. A 40-hour schedule will receive hour for hour and leave will be converted using a factor of 1.40 based on the 56 Hour Work schedule.

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TENATIVE AGREEMENT

Jo M. Richards
Management

12/28/23
Date

Christopher Johnson
Union

Jan 18, 2024
Date

1. PREAMBLE (TA Current 12/14/23)

This Agreement is hereby entered into by and between the City of Las Cruces (hereinafter referred to as the "CITY") and the International Association of Firefighters, Local 2362, AFL-CIO, the Las Cruces Professional Fire Fighters Association (hereinafter referred to as the "UNION").

The purpose of this Agreement is to achieve and maintain harmonious relations between the CITY and the UNION and to assure the safe and efficient delivery of quality services to the citizens of Las Cruces. To this end, it is recognized that there must be mutual understanding, harmony, and cooperation among employees, between the employees and the CITY, and between the CITY and the UNION. It is recognized by this agreement to be the duty of the CITY, the UNION, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and other terms and conditions of employment, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

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TENATIVE AGREEMENT

<u>Jo M. Richards</u>	<u>12/28/23</u>	<u>Christopher Johnson</u>	<u>Jan 18, 2024</u>
Management	Date	Union	Date

2. AGREEMENT CONTROL (TA 12/14/23)

If any CITY policy or procedure, or any Departmental rule, regulation, or directive is in specific conflict with any provision of this collective bargaining Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.

The CITY will not implement any change that is in specific conflict with this collective bargaining Agreement. The CITY, the UNION, and the Employees will abide by the conditions of this Agreement and, unless specifically limited by any provision of this Agreement, applicable City policies and procedures and/or Departmental rules, regulations, directives.

The Labor/Management Committee may be convened by either party to discuss changes to policies or procedures which directly or indirectly affect the understanding or application of existing practices, work requirements, and/or methods not directly addressed by this Agreement. The parties will abide by the provisions of Articles three (3) and six (6) of this Agreement regarding such proposed changes.

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<u>Jo M. Richards</u>	<u>12/28/23</u>	<u>Christopher Johnson</u>	<u>Jan 18, 2024</u>
Management	Date	Union	Date

3. AMENDMENTS TO THE AGREEMENT (TA Current 12/14/23)

During the term of this Agreement, the CITY and the UNION, upon mutual agreement, may reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof. Any changes shall be agreed to in writing.

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TENATIVE AGREEMENT

Jo M. Richards
Management

05.02.24
Date


Union

May 3, 2024
Date

4. COMPLETE AGREEMENT

The CITY and the UNION (the parties) agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. No additional negotiations will be conducted ~~conducted during the term of this Agreement~~ on any item, whether contained herein or not, except by mutual agreement of the parties. This Agreement replaces any and all previous agreements, and past practices, between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. All such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the CITY and UNION, for the life of the Agreement, each fully, voluntarily, and unequivocally and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Nothing herein shall prohibit the parties from reopening negotiations on any issue by mutual agreement.

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Management	Date	Union	Date

5. DURATION (TA 12/14/23)

This Agreement shall take effect the first full pay period following the ~~approval~~
~~ratification~~approval, ratification, and signature of this agreement or resolution of impasse,
whichever is later, and shall remain in full force and effect and shall not expire until a successor
Agreement is signed or unless amended by written mutual agreement by both parties. Should
City Council choose to eliminate collective bargaining in conformance to state law, this
Agreement will expire on the effective date established by Council. ~~its termination date, the third~~
~~(3) year anniversary of the adoption of this contract by the City council and ratification by Union.~~

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<u>Jo M. Richards</u>	<u>12/28/23</u>	<u>Christopher Johnson</u>	<u>Jan 18, 2024</u>
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6. LABOR / MANAGEMENT COOPERATION (TA Current 12/14/23)

The Las Cruces Fire Department and the UNION shall establish a Labor/Management Committee. The purpose of this Committee is to facilitate improved labor/management relations within the Department and to provide a forum for the communication, discussion, and resolution of issues of mutual concern.

Each party may appoint up to four representatives to this committee. By mutual agreement, other individuals may attend a committee meeting to address specific issues. The Union President and/or Vice-President shall be on this committee. Authorized representatives shall be certified in writing to each party annually or upon change of representatives.

Proposed agenda items for Committee consideration must be identified at least three (3) calendar days prior to a meeting.

This committee shall meet at places and times designated by mutual agreement.

All persons participating in this committee shall have an equal say and shall be free to make suggestions and voice concerns. There shall not be a supervisor/subordinate relationship during any committee meeting.

By mutual agreement, subcommittees may be established to address specific needs.

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TENATIVE AGREEMENT

<u>Jo M. Richards</u>	<u>04.30.24</u>	<u>Christopher Johnson</u> Christopher Johnson (Apr 30, 2024 19:57 MDT)	<u>30/04/24</u>
Management	Date	Union	Date

7. Management Rights

The employer (management) retains all rights not specifically limited by a collective bargaining agreement in accordance with the New Mexico Public Employee Bargaining Act. Unless limited by the provisions of this Agreement, Management’s rights shall include the following:

- A. To direct and supervise all operations, functions, and the work of the Employees;
- B. To determine the place to report for work, to determine the methods, processes, and manner of performing the work;
- C. To authorize all personnel transactions such as: to hire, lay-off, promote, demote, assign, re-assign, transfer, discipline, discharge or terminate employees;
- D. To determine what, by whom, and when services will be provided to the citizens;
- E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
- F. To establish and revise schedules of work;
- G. To establish, revise, and implement standards for hiring and promoting employees;
- H. To assign shifts, workdays, hours of work and work locations;
- I. To designate, assign, and re-assign all work duties;
- J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;
- K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;
- L. To take actions, as necessary, to carry out the mission of the employer in emergencies;
- M. To retain all rights concerning management and operations of the activities of the City of Las Cruces not specifically prohibited by a collective bargaining agreement, “The CITY of Las Cruces Labor Management Relations Ordinance”, or, the Public Employee Bargaining Act (PEBA). Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits, and terms and conditions of employment;
- N. To determine the allocation of available funds to activities of the organization, including establishing funding for personnel costs, operating expenses and capital outlay;
- O. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;

Agenda Item #7.3.

P. Determine qualifications for employment and the nature and content of personnel examinations;

Q. The employer (management) retains all rights not specifically limited by a collective bargaining agreement

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TENTATIVE AGREEMENT

Jo M. Richards 04.30.24
Management Date

Christopher Johnson 30/04/24
Union Date

8. NEGOTIATING PROCEDURES

The following negotiating procedures shall be utilized for subsequent negotiations between the CITY and the UNION.

- A. Negotiations for a successor Agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and ~~eighty twenty five~~ (18520) days, and no less than ~~one hundred and fifty sixty ninety~~ (150 960) days prior to the Agreement's expiration date. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.
- B. Negotiations shall be conducted in closed sessions.
- C. The parties shall negotiate ground rules.
- D. During negotiations, the parties shall meet at mutually acceptable dates, times, and locations.
- E. The party requesting negotiations shall provide a complete written proposal to the other party once ground rules have been negotiated. The other party shall provide a complete written proposal by the next scheduled negotiation session. All written proposals shall use strikethrough and underline format to track changes from the current bargaining agreement. All subsequent proposals will track changes using strikethrough and underline format.
- F. All agreements reached by the parties shall be initialed as Tentative Agreements. Such Tentative Agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, Tentative Agreements shall not become effective until the parties ratify the entire negotiation package or resolution of impasse, whichever is later.
- G. Employees participating on the UNION'S negotiating team will be granted administrative leave with pay in order to participate in the bargaining process if on a duty day. Administrative leave for this purpose shall be requested and entered no less than fifty (50) hours prior to the start of the employees scheduled shift and may impact other leaves granted.
- H.
- I. Should the mediation step of the impasse procedure fail to yield an agreement, the Union may request to meet with the City Manager in a good faith effort to resolve differences. This request must be made within five (5) days of the end of mediation.

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9. SAVINGS CLAUSE (TA Current 12/14/23)

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Within thirty (30) days of such legislative action, the CITY and the UNION shall meet to negotiate new contract language to replace the particular clause or clauses which were invalidated by federal or state legislation.

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Management	Date	Union	Date

10. ANNUAL LEAVE

Las Cruces Fire Department Personnel working an average fifty-six (56) hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• 2 nd and 3 rd Years	112 Hours
• 4 th through 10 th Years	168 Hours
• 11 th through 17th Years	240 Hours
• 18 plus Years	264 Hours

Las Cruces Fire Department Personnel working a forty (40) hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• 2 nd and 3 rd Years	80 Hours
• 4 th through 10 th Years	120 Hours
• 11 th through 17th Years	160 Hours
• 18 plus Years	200 Hours

When an employee's work schedule changes from fifty-six (56) hours per week to forty (40) hours per week schedule, or from forty (40) hours per week to fifty-six (56) hours per week, all leave accrual balances shall be converted based on the new hourly pay rate. Such conversion shall ensure the same monetary value associated with all accrued leave prior to the change in schedule. The increase or decrease of leave balances when multiplied by the new hourly pay rate shall be equal to the previous hourly pay rate multiplied by leave balances prior to the change in work schedule. In the case of promotion or demotion, the conversion shall be calculated prior to the change in base rate.

It is recommended that employees submit Annual Leave requests for the entire year in January. Every effort will be made to grant employee requests for annual leave.

The selection of Annual Leave from this submittal shall be based on a lottery system. Consideration will be given to allow full day requests over partial day requests, and block requests over single day requests. Additional leave requests made throughout the year shall be granted on a first come first serve basis. Management shall not mandate or assign employee annual leave.

Annual leave request shall be made for one (1) or more hours, based on available accruals.~~blocks of eight (8) or more hours is required.~~

A fifty-six (56) hour employee shall be permitted to carry over up to three hundred thirty-six (336) hours of annual leave each year. A forty (40) hour employee shall be permitted to carry over up to two hundred forty (240) hours of annual leave each year. All unused accrued Annual Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Written request for carry-over beyond the maximums stated above shall be submitted to the

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Fire Chief in December, who may recommend under extraordinary circumstances City Manager approval.

For pay purposes, all leave taken shall be counted as hours worked.

Upon retirement or termination of employment, any unused annual leave may be sold back at a rate of 1:1 at the employee's current rate of pay. For forty (40) hour employees, this amount shall not exceed four hundred (400) hours of annual leave. For fifty-six (56) hour employees, this amount shall not exceed five hundred sixty (560) hours of annual leave.

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused annual leave at a rate of 1:1.

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Jo M. Richards 04.30.24
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Christopher Johnson 30/04/24
Union Date

11. SICK LEAVE

Sick Leave is an employee benefit provided by the CITY which provides time off from regular duty, with pay when an employee is unable to work due to illness, for an FMLA qualifying event, or for an illness in the immediate family. Immediate family shall be defined as spouse, minor child or stepchild (dependent), an individual for which the employee is a court appointed legal guardian, or domestic partner and their minor children, employee’s mother, father, grandparent, and spouse/ domestic partner’s mother or father. Employees using sick leave accruals shall submit a Leave Request prior to or immediately upon return to work. A supervisor may verify use of sick leave by requesting a physician’s statement confirming the illness.

Sick Leave may be taken in increments of less than one full day. All absences from work to visit a medical facility will be charged to either sick leave or annual leave and are to receive prior approval by the supervisor unless all such leave has been exhausted in which case the employee will be on leave without pay status.

Las Cruces Fire Department Personnel working an average fifty-six (56) hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling one hundred thirty-five (135) hours of Sick Leave annually.

Las Cruces Fire Department Personnel working a forty (40) hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling ninety-six (96) hours of Sick Leave annually.

Sick leave requests shall ~~normally be made for blocks of four (4) or more hours is required~~ be for one (1) or more hours, limited to available accruals.

For pay purposes, all leave taken shall be counted as hours worked.

Abuse of Sick Leave may result in disciplinary action up to and including termination. Sick Leave abuse is defined as charging Sick Leave for work absences when not sick, except for an FMLA qualifying event or use of Sick Leave for doctor appointments.

Employees who have accumulated sick leave in excess of four hundred twenty (420) hours for fifty-six (56)hour employees or three hundred (300) hours for forty (40) hour employees may, at their option, sell back sick leave and/or convert sick leave to annual leave for any hours in excess of four hundred twenty (420) hours for fifty-six (56) hour employees or three hundred (300) hours for forty (40) hour employees in accordance with the following provisions:

- A. Notification of intent to sell back sick leave or convert sick leave to annual leave must be given to the employee’s supervisor between November 1 thru November 15. The maximum amount of sick leave that may be sold back to the CITY in any given year will be three hundred thirty-six (336) hours for fifty-six (56) hour employees, or two hundred forty (240) hours for forty (40) hour employees. The maximum amount of sick leave that may be converted to annual leave

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in any given year will be three hundred ~~thirty-six~~thirty-six (336) hours for fifty-six (56) hour employees, or two hundred forty (240) hours for forty (40) hour employees.

- B. The rate of exchange for sick leave will be at a ratio of 3:1 and will be paid in accordance with the following schedule:
1. Employees who elect to receive payment for sick leave: An extra payment will be made in the first fifteen (15) days in December of the same year.
 2. Employees who elect to convert sick leave to annual leave: Sick leave converted to annual leave will be posted to the employee's record January 1 of the following year.

A fifty-six (56) hour employee may accrue up to a total of two thousand, one hundred, eighty-four (2184) hours of sick leave. Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Upon retirement an employee may sell back a maximum of one thousand, one hundred, seventy (1170) hours of sick leave at a rate of 2:1 (for a maximum of five hundred eighty-five (585) paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of one thousand, one hundred, seventy (1170) hours at a rate of 3:1 (for a maximum of three hundred ninety (390) paid hours).

A forty (40) hour Employee may accrue up to a total of one thousand, five hundred, sixty (1560) hours of sick leave. Upon retirement an Employee may sell back a maximum of eight hundred thirty-six (836) hours of sick leave at a rate of 2:1 (for a maximum of four hundred eighteen (418) paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of eight hundred thirty-six (836) hours at a rate of 3:1 (for a maximum of 278.7 paid hours).

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused sick leave at a rate of 1:1.

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12. APPARATUS SPECIFICATION ADVISORY COMMITTEE

The members of the Las Cruces Fire Department use and rely on Fire Apparatus, Vehicles, Special Equipment and Appliances in their day-to-day activities, incidents, stand-by, and special events (excluding staff and command vehicles).

In the event new or additional apparatus are to be purchased and/or placed into service in the Las Cruces Fire Department, an Apparatus Specification Advisory Committee shall be formed to develop specifications and recommendations for such apparatus. The Apparatus Specification Advisory Committee should consist of at least one person of each rank including Lieutenant, Driver/Operator, and Firefighter, as well as a member or members deemed appropriate by Management. Union and Management will have equal representation on the committee. Each member of this committee shall have equal input as to any specifications and recommendations for such apparatus. ~~Each member of this committee shall have equal opportunity to provide input as to any specifications and recommendations for such apparatus~~ All Apparatus Specification Advisory Committee members may receive compensation for off-duty participation.

The formation and/or function of this committee shall not interfere with the timely specification and acquisition of the above-mentioned equipment. The CITY shall be responsible for determining the meeting schedule for this committee.

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13. BEREAVEMENT LEAVE

Las Cruces Fire Department fifty-six (56) hour personnel may take up to ~~ninety-six (96) forty-eight (48) hours of~~ ninety-six (96) hours of paid bereavement leave for a death in the immediate family. Immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, legal guardian, grandchildren, domestic partner, mother-in- law, father- in- law, and eligible dependents of domestic partner. Las Cruces Fire Department ~~fifty-six (56) hour personnel~~ fifty-six (56) hour personnel may take up to ~~twenty-four (24) hours~~ forty-eight (48) hours of paid Bereavement Leave for a death in the extended family. The extended family includes aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee’s regular base rate.
- ~~A fifty-six (56) hour employee may take an additional twenty-four (24) hours of bereavement leave if the funeral is being held at a location greater than three hundred (300) miles from the City of Las Cruces.~~

Las Cruces Fire Department forty-hour (40) personnel may take up to ~~twenty-four (24) hours~~ forty-eight (48) hours (~~36~~ 36 days) of paid bereavement leave for a death in the immediate family. Immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, legal guardian, grandchildren, domestic partner, mother-in- law, father- in- law, and eligible dependents of domestic partner. Las Cruces Fire Department ~~forty (40) hour personnel~~ forty (40) hour personnel may take up to ~~twenty-four (24) hours (3 days)~~ eight (8) hours (1 day) of paid bereavement leave for a death in the extended family. The extended family includes aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee’s regular base rate.
- ~~Forty (40) hour employees may take an additional eight (8) hours of bereavement leave if the funeral is being held at a location greater than three hundred (300) miles from the City of Las Cruces.~~

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14. BULLETIN BOARD (TA 12/14/23)

The UNION shall be permitted to maintain at each fire station, one bulletin board to be used exclusively for UNION business. The CITY shall provide the available space for these bulletin boards, where the posting of official UNION material can be accessible to all Fire Department personnel.

All postings and distribution of UNION material shall be done by one of the Officers or Station Stewards of the UNION. The bulletin board shall remain the property of the UNION at all times. All material posted will be approved through one of the UNION Officers or Station Stewards. The UNION will be allowed to post the minutes of their meetings on 8 1/2" x 11" paper, with a cover sheet. No information shall be posted on the UNION bulletin board that violates state or federal law, .or is inflammatory, derogatory, or disparaging of any CITY employee or elected official, nor shall it contain political material. Violation of this provision may result in the material being immediately removed and may result in the loss of the privilege to use bulletin boards. If management removes a document of this nature, the UNION President, or designee, will be contacted.— This shall be the only location for the posting of UNION notices on CITY property. Said board will be professionally maintained at all times. ~~If Management determines that material posted violates state or federal law, then Management shall meet with the UNION President, or designee, to discuss the matter.~~

~~If the UNION refuses to remove the item, the UNION agrees to hold the CITY harmless for any damages resulting thereof. The discussed material shall be removed only by one of the UNION Officers or Station Stewards, except as provided below.~~

~~The UNION will be allowed to post the minutes of their meetings on 8 1/2" x 11" paper, with a cover sheet, uncensored by management.~~

~~Other postings of a political, sexual, or inflammatory nature are not tolerated, and may be immediately removed. If management removes a document of this nature, the union President, or designee, will be contacted immediately to address the issue.~~

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15. CALLBACK/ON CALL PAY

An employee who is called back to work during scheduled off-duty time will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. Computation of time shall begin when the employee accepts the call back assignment and shall continue until the time the work is completed. Employees accepting call back assignments shall respond to the designated location in a timely manner. If the response is anticipated to be greater than thirty (30) minutes, the employee shall immediately notify the appropriate member of management. Management may deny the call back opportunity due to the extended response.

If the employee is called back, released from work, and is again called back prior to the expiration of the two (2) hour time period, the employee shall be considered to still be “on the clock” and shall only be compensated at one and one-half (1-1/2) times their regular rate of pay for the additional time worked beyond the initial two (2) hour time period, and shall not be entitled to an additional two (2) hour minimum at one and one-half (1-1/2) times their regular rate of pay. Additionally, subsequent callbacks within the same twenty-four (24) hour time period shall not entitle the employee to the two (2) hour minimum, but rather actual time worked from the time of the callback to the time released.

For the purpose of this Article, the twenty-four (24) hour time period shall be from 08:00 hours to 08:00 hours the following day excluding hours worked on regular duty.

Bargaining unit employees who are required to be on “On-Call” status shall be compensated at rate of one hundred five dollars (\$105.00) ~~(105) dollars~~ per week or fifteen dollars (\$15.00) ~~(15) dollars~~ per day. On-call status shall not be considered as time worked for overtime purposes.

On-Call employees shall be expected to respond to phone calls as part of their On-Call duties without additional compensation.

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16. COMPENSATION

Compensation for bargaining unit members shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

The CITY recognizes that the Firefighter, Driver-Operator, and Lieutenant annual salary shall be computed on a fifty-six (56) hour work week. Both the CITY and UNION shall be bound by P.E.R.A. interpretations for the purpose of calculating retirement benefits.

For the purposes of this Agreement, Firefighters assigned to mobile integrated healthcare or mobile mental crisis response, the Fire Inspector, and Fire Inspector/Investigator positions are equivalent in rank to a Driver/Operator in suppression.

For the purposes of this Agreement, it is understood that forty (40) hour positions shall have an adjusted rate of pay such that these positions shall have an equivalent annual base salary reflective of that for corresponding fifty-six (56) hour positions.

In addition to the established wage rates, the following forty (40) hour per week positions shall receive a five (5) percent pay differential added to their base rate of pay. These positions include the following: Fire Inspector; Fire Inspector/Investigator; Training Officer; Prevention Bureau Lieutenant; Academy Coordinator(s); Paramedic student; Intermediate student; Driver Operator Academy student and other forty (40) hour positions approved by Management.

The separation between the following ranks and grades shall not be less than ten (10) percent. The ranks and grades are Firefighter, F07; Driver/Operator, F09; and Lieutenant, F11.

All authorized qualified bargaining unit members shall ~~receive be eligible for~~ an additional ~~three thousand three hundred —(3,6300) dollar two thousand four seven hundred dollars (\$24002700.00) (2,400) dollar~~ increase to annual base pay for obtaining and maintaining Advanced EMT licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of an intermediate for the Las Cruces Fire Department. The following ranks and grades denote the EMT-A positions: Firefighter EMT-A, F07-A; Driver/Operator EMT-A, F09-A; and Lieutenant EMT-A, F11-A. To receive this pay members must act in the scope of an AEMT and as a field training officer as needed. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

All authorized qualified bargaining unit members shall ~~receive an be~~ additional ~~ninsevent thousand five hundred (9,0007500) dollar six seven thousand dollars (\$67,000.00) (6,000) dollar~~ increase to annual base pay for obtaining and maintaining EMT Paramedic licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of a paramedic for the Las Cruces Fire Department. The following ranks and grades denote the EMT-P positions: Firefighter EMT-P, F07-B; Driver/Operator EMT-P, F09-B; and Lieutenant EMT-P, F11-B. This increase will be made effective the first full pay period after ratification by both parties and City Council approval The Chief, or designee, shall authorize the number of EMT-A and EMT-P positions. To receive this pay members must act in the scope of Paramedic and as a field training officer as needed.

Commissioned personnel with a current State of New Mexico Police Certification assigned to positions requiring the certification shall receive an additional ~~seven thousand five hundred (7,500) dollar six seven thousand dollars (\$67,000.00) (6,000) dollar~~ to base pay. The Chief may approve a temporary ~~seven thousand five hundred (7,500) dollar six seven thousand dollars (\$67,000.00)~~

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~~(6,000) dollar~~ increase to the base pay of other certified bargaining unit members at his/her discretion. Bargaining unit members may not grieve the removal of a temporary salary increase. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

For promotional purposes, a bargaining unit member being promoted shall advance to the appropriate grade and step denoting their rank, certification, licensure, classification, and years of service with the CITY.

Sworn personnel who demonstrate a sufficient level of proficiency in Spanish, as determined by the Human Resources Department, and used to the benefit of the department shall receive twenty (20) dollars per week of bilingual pay.

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17. COMPENSATION FOR ACTING POSITION (CAP TIME)

~~Effective November 30, 2003, the~~ The CITY shall provide additional compensation to an employee when that employee is working in a temporary capacity exceeding their normal rank in accordance with policy delineated below:

POLICY

This policy applies to all LCFD bargaining unit employees who are eligible to temporarily act in a position above their normal rank classification. These assignments are temporary and may be discontinued at any time. Bargaining unit members may request to management to be relieved or excused of ~~CAP time~~ acting assignments, which will be considered on a case by case basis.

Only monetary compensation will be allowed when personnel fill acting positions above their normal rank classification. No leave time compensation will be allowed. This method of monetary compensation shall from here forward be known as "Compensation for Acting Position" (CAP).

PROCEDURE

Eligibility to earn CAP

LCFD personnel shall be eligible to work in acting positions above their normal rank classifications as follows:

Firefighters:

- Acting Driver/Operators with Driver/Operator certification
- Acting Lieutenant with Lieutenant certification

Driver/Operators:

- Acting Lieutenant with Lieutenant certification

Fire Inspectors/Investigators:

- Acting Fire Marshal at the discretion of the Fire Marshal, Deputy Chief and/or Fire Chief

Lieutenants:

- Acting Battalion Chief or Acting Fire Marshal at the discretion of the Battalion Chief, Deputy Chief and/or Fire Chief

Rescue (Ambulance) Squad Position Pay:

When Union members that are firefighter and EMT (all levels) certified are assigned to work on a

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Rescue Squad (Ambulance), whether as a regular daily duty assignment or as overtime, they shall receive CAP time compensation at the ten (10) percent level. This compensation shall be applied to all members assigned to the Squad, regardless of their assignment on the Squad. The amount of time worked shall accrue in fifteen (15) minute increments.

Placement of Personnel in Acting Positions

When acting positions are filled on a daily basis with no expectation that the acting position will last more than twenty-eight (28) consecutive days, no notification to the Human Resources Department or City Manager is necessary.

When personnel are expected to be in an acting position for more than twenty-eight (28) consecutive days, notification to the Human Resources Department and the City Manager is to be made via a Personnel Action Notice. The Personnel Action Notice will be completed changing the employee's classification to that of the position they will be filling. Acting appointments shall not be continued for more than six (6) months, except, when due to extraordinary circumstances, the City Manager extends the acting appointment.

CAP Time Compensation

When personnel work in an acting position for less than twenty-eight (28) days, compensation for such shall be made by multiplying the number of hours worked times ten (10) percent. In the event a person is action-acting two (2) positions higher than their current position, compensation for such shall be made by multiplying the number of hours worked times twenty (20) percent.

When personnel are to be in an acting position for more than twenty-eight (28) consecutive days, the employee shall be compensated at no less than entry level, a one-step increase, or ten (10) percent, whichever is greater.

The amount of time worked shall accrue in fifteen (15) minute increments.

CAP Documentation

CAP shall not be allowed to accrue for more than one (1) pay period. CAP shall be paid as part of the pay period for which it is earned.

It will be the responsibility of each individual working in an acting capacity to verify that all CAP time has been accurately entered into the payroll system. An employee may collect CAP only when officially assigned to an acting position by the Fire Chief, or ~~their~~ designee.

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18. COST OF LIVING ADJUSTMENT (COLA) PAY INCREASE

- A. Effective on the first (1st) full pay period after adoption of this contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a ~~fifteen (15)~~ thirteen (13) five (5).
- B. ~~Beginning Effective on~~ the first (1st) full pay period after the first (1st) anniversary date of the adoption of the contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a ~~eight (8)~~ five (5) one two and a half (12.5) percent increase to base wages.
- C. ~~Beginning Effective on~~ the first (1st) full pay period after the second (2nd) anniversary date of the adoption of the contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a ~~five (5)~~ four (4) one two and a half (12.5) percent increase to base wages.
- D. There shall be no other increase during the term of this agreement.

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19. COMPENSATORY TIME

Compensatory time is optional instead of overtime pay for Las Cruces Fire Department employees. The accrual of compensatory time in lieu of cash overtime compensation must be by agreement or understanding between the employer and employee. This agreement must be reached before the work in question is performed. All compensatory time is subject to FLSA requirements and is earned at the same rate as overtime.

The maximum number of hours an employee can accrue of compensatory time is Four hundred, eighty (480) hours of unused compensatory time (320 hours of overtime worked). If an employee is promoted or demoted all comp time accrual balances will be paid off with the provisions and salary of the class from which the employee promoted or demoted from.

Unused compensatory time earned during the twelve (12) months of the fiscal year must be paid out at the end of the fiscal year. Written request for carry-over beyond the end of the fiscal year shall be submitted to the Fire Chief in the first week of June, who may recommend, under extraordinary circumstances, City Manager approval.

An employee shall be permitted to sell back compensatory time at a rate of one to one (1:1) once each year. Each calendar year up to one hundred (100) hours of accrued compensatory time may be “cashed in” to be payable with and/or as part of the first paycheck in December. Employees exercising this option shall complete the appropriate form to be provided by the CITY.

Bargaining unit members may elect to have this compensatory time paid to their deferred compensation plan in accordance with applicable City, State and Federal regulations

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20.COMPUTER USAGE (TA Current 12/14/23)

Internet and e-mail usage shall comply with City policy. Based on the work hours of bargaining unit members, they may use the City of Las Cruces Internet services for personal improvement provided that use is consistent with professional conduct and is not used for personal financial gain. Internet relay chat channels or other Internet forums such as newsgroups or net-servers may be used only to conduct work related to business or to exchange technical or analytical information. Internet use must be able to survive public scrutiny and/or disclosure.

Users must comply with all applicable laws and regulations and must respect the legal protection provided by copyright and licenses with respect to both programs and data.

Individual users responsible for misuse of the Internet shall be subject to disciplinary action.

Fire Department personnel shall be permitted to use the City's computers during residential hours for personal use, provided that use does not interfere with Departmental business, or violate City policy.

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21. CRITICAL INCIDENT STRESS DEBRIEFING (TA Current 12/14/23)

Incidents and events that occur in the Emergency Responder’s job or work environment can have a profound effect on their daily lives and ability to function at work. The Las Cruces Fire Department shall implement a Critical Incident Stress Debriefing program. If a Critical Incident Stress Debriefing team is requested by an outside agency, Management will support Las Cruces Fire Department personnel participating in the program.

The Critical Incident Stress Debriefing team shall consist of a professional, or group of professionals, experienced in Fire Department events or incidents, from outside the Las Cruces Fire Department at the discretion of the Fire Chief. The Critical Incident Stress Debriefing team shall be available at the request of the employee at any rank, Prevention Bureau member or the Battalion Chief.

The Critical Incident Stress Debriefing team shall also be available to the employee’s family at no cost to the employee or his/her family.

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22. DAYLIGHT SAVINGS TIME (TA Current 12/14/23)

Bargaining unit employees scheduled to work a twenty-four (24) hour shift during which a change from Mountain Standard time to Mountain Daylight Savings time, or vice-versa occurs, will be paid as follows:

- a. When such a shift occurs in the Spring, the employee shall receive his/her full twenty-four (24) hours' pay. Any time worked in excess of the regular shift as scheduled shall be at the applicable overtime rate.
- b. When such a shift occurs in the Fall, the employee shall receive his/her regular twenty-four (24) hours' pay. Overtime at the applicable rate shall only be paid for work which is performed before the scheduled starting time and for work performed after the scheduled end of the shift. No additional compensation, at any rate, shall be made for the actual number of hours worked during the scheduled shift.
- c. The former rules shall also apply to leave taken by employees during these occurrences.

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23. DISCIPLINE AND DISCHARGE

A disciplinary measure may be imposed upon an employee for misconduct, incompetence, or other valid reasons. ~~When discipline arises from off~~ Off-duty conduct may result in disciplinary action if it affects the employee's, such conduct shall be reasonably related to the employee's responsibilities and/or role as a public servant or brings discredit upon the CITY and representative of the City of Las Cruces.

Progressive discipline will be utilized unless the facts of the situation warrant a more severe disciplinary action. The severity of the infraction committed by the employee and the employee's previous work history shall be taken into consideration. Previous disciplinary actions will be considered in the determination of discipline for current infractions using the following criteria:

- Relevance and/or severity of prior disciplinary actions.
- Frequency and/or timeliness of prior disciplinary actions.

An employee may request two (2) UNION representatives to be present during a meeting with management in which the employee reasonably believes will result in disciplinary action against him or her. The request for a Union representative shall not unreasonably delay the meeting.

In conducting investigations which may include possible criminal violations by an employee, the CITY shall comply with applicable Federal and State statutes and regulations.

A. Disciplinary actions shall include the following:

1. Counseling*
2. Verbal reprimand*
3. Written reprimand*
4. Suspension without pay
5. Involuntary demotion
6. Termination

*Not considered administrative sanctions.

B. Disciplinary actions with the exception of counseling's and verbal reprimands, shall be given to the employee in writing and shall state the reasons for the action. A copy of the disciplinary action shall be placed in the employee's personnel file with the exception of verbal warnings, counseling sessions, or verbal reprimands which will be documented in a separate file.

C. Employees will normally be disciplined in private.

D. Counseling sessions or verbal reprimands may be administered by the employee's immediate supervisor (Lieutenant), with specific authorization from the Battalion or Deputy Chief.

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- E. The CITY shall not suspend without pay, involuntarily demote, or terminate any employee without just cause. During the investigation phase, an employee may be placed on paid administrative leave pending the outcome of the investigation.
- F. Prior to suspension without pay, involuntary demotion, or termination being taken by management, the employee involved shall be afforded the opportunity of a pre-disciplinary hearing.
- G. At the discretion of the Chief, employees may be allowed the forfeiture of accrued annual leave or unused comp time in lieu of leave without pay.

DISCIPLINARY PROCEDURES

- A. A due process hearing shall be afforded ~~to bargaining unit employees all regular, full time and part time employees, who have successfully completed their probation,~~ prior to termination, demotion, or ~~a~~ suspension.
- B. The supervisor shall notify the affected employee, both orally and in writing, of his/her recommendation to terminate, demote, or suspend the employee from CITY service, and his/her reason(s) for doing so. This shall be accomplished in the following manner:
 - 1. The supervisor who initiates such action shall complete a Notice of Intent to Terminate, Demote or Suspend form.
 - 2. The completed form shall include:
 - a. The recommended effective date of termination, demotion, or suspension.
 - b. Reason(s) for terminating, demoting, or suspending the employee.
 - c. Relevant documentation to support the termination, demotion, or suspension. Such documentation shall be attached to the "Notice of Intent to Terminate, Demote or Suspend" form.

EEO investigative reports are deemed confidential unless otherwise directed by a competent court of jurisdiction or by order of the City Manager. Therefore, if an EEO investigation is the basis of disciplinary action, the affected employee will be provided a summary of the investigation. The investigation documentation shall not be photocopied or disseminated beyond the EEO office, City Attorney's Office, City Manager's Office, or Human Resources Department.
 - d. Date, time, and location of the employee's pre-disciplinary hearing. The hearing must be conducted within five (5) business days from the date of the notice and may be modified by mutual written agreement.
- C. Following notification of intent to terminate, ~~r,~~ or suspend, the employee may be placed on administrative leave with pay pending the pre-disciplinary hearing outcome. In the case of demotion, the employee shall maintain his/her position pending the outcome of the hearing.
- D. The pre-disciplinary hearing shall be conducted by the Fire Chief, or designee.
 - 1. The hearing shall be recorded. The original recording shall be transcribed, attached with any resulting disciplinary action, and submitted to the Human Resources Department.
 - 2. Participants in the hearing shall be limited to the Fire Chief, or designee, Recording Secretary, Employee and ~~two (2)~~a Union representatives, if requested by the employee. Witnesses may be allowed where applicable.

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- E. The Hearing Officer (the Fire Chief, or designee) shall state the reason(s) for the disciplinary action and review relevant supporting documentation. The employee and/or their Union representative shall be afforded an opportunity to refute the reason(s) for disciplinary action and enter into the record any relevant documentation to support their position.
- F. The Fire Chief, or designee, shall forward the written recommendation, based on the evidence presented at the pre-disciplinary hearing, along with the Personnel Action ~~Notice~~ and transcript of the hearing to the Human Resources Department. The Human Resources Department will send the Personnel Action, transcript, and any other supporting information to the City Manager, or designee, for final action.
- G. The employee shall normally be notified by the Fire Chief, or designee, within five (5) business days of the results of the hearing.
- H. Employees may grieve disciplinary actions as provided for elsewhere in this Agreement.
- I. The Personnel Action ~~Notice~~ signed by the City Manager, or designee, will be forwarded to the Human Resources Department who will prepare all appropriate paperwork and will ensure proper notification of the employee.

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International Association of Fire Fighters Local 2362**

TENATIVE AGREEMENT

<u>Jo M. Richards</u>	<u>12/28/23</u>	<u>Christopher Johnson</u>	<u>Jan 18, 2024</u>
Management	Date	Union	Date

24. -DISCRIMINATION (TA 12/14/23)

There shall be no discrimination, interference, restraint, retaliation, or coercion by the CITY or the UNION against any employee for his/her/their activity on behalf of — membership, or non-membership, in the UNION.

~~The CITY shall not discriminate against any employee because of membership in the UNION or for legitimate UNION activity.~~

It is the mutual obligation of the CITY and the UNION to assure that no employee shall be subject to any discrimination because of gender identity, color, religion, race, citizenship, disability, national origin, sexual orientation, age, sex, ancestry, or serious medical condition.

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25. -EMERGENCY MEDICAL SERVICES (TA 12/14/23)

It will be the responsibility of the Las Cruces Fire Department to provide necessary training to maintain EMT-Basic, Advanced EMT, and Paramedic licensure.

Employees who do not attend department sponsored training when made available by the CITY shall be responsible for obtaining and paying for any training to maintain required licensures and/or certifications.

The CITY will pay only for expenses incurred relative to the first examination of any specific licensure and/or certification which is applicable to the employee's position. If the employee fails the tests on their first attempt, all expenses related to subsequent testing to receive the licensure will be the sole responsibility of the employee.

The Las Cruces Fire Department and the UNION agree to work together to further develop and enhance EMS services provided within the City of Las Cruces.

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<u>Jo M. Richards</u>	<u>04.30.24</u>	<u>Christopher Johnson</u>	<u>30/04/24</u>
Management	Date	Union	Date

26. -EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program shall be available to any Las Cruces Fire Department employee and/or family member that may wish to consult with a professional counselor regarding a personal or family problem. The services provided through voluntary self-referral of the employee shall be confidential and shall be available at no cost to the individual. The range of problems for which any Las Cruces Fire Department employee and/or family member may seek assistance include, but are not limited to:

- Stress
- Emotional problems
- Family or marital problems
- Alcohol or other substance abuse
- Financial problems
- Work-related difficulties
- Conflict management
- Other problems

The counseling services which shall be provided are short-term, ~~focused on problem solving, and shall be practical in nature~~. In the instance where an individual and/or family member is specifically in need of a greater level of assistance, that person or persons ~~shall~~ may be referred to ~~the most appropriate another~~ professional as provided for in the employee's health insurance benefit package.

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27. EMPLOYEE DATA (TA Current 12/14/23)

The purpose of this article is to maintain accurate employee information so that in the event of an emergency and during normal operations, correct information is readily available and prompt notification can be made.

All employees must have some method of being contacted when they are off duty. All Las Cruces Fire Department employees are encouraged to maintain a telephone in their residence. Employees will have Employee data on file at the Fire Department and the Human Resources Department.

Employee data includes, but is not limited to:

- Current address
- Emergency notification information including names, addresses, and telephone numbers
- Date of birth
- Date of hire
- Social security number (HR only)
- Employee number
- Driver's license number, class, and expiration date

This information shall be retained in a confidential department file.

An employee must provide the above information to his/her Battalion Chief no more than three (3) working days after a change in employee data occurs. At that time, the employee shall complete the appropriate documents. The completed documents will then be forwarded to the database coordinator for input into the database.

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28. -EMPLOYEE RIGHTS TO PERSONNEL FILES (TA 12/14/23)

~~Las Cruces Fire Department~~Bargaining unit employees' official personnel file will be administered in accordance with the following provisions:

- The CITY shall maintain an official personnel file for each employee. The file will be maintained in the City Human Resources Department.
- An employee shall be permitted to review material contained in their employee's own official file. A designated representative of the City Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.
- The CITY will honor ~~a reasonable~~ requests for a single copy of any document in the official file for the employee. The employee may be required to assume ~~a reasonable the~~ cost for the copies charged for IPRA requests.
- The Department and each supervisor may maintain a working file that is separate from the official file.

04

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Jo M. Richards
Management

04.30.24
Date

Christopher Johnson
Union

30/04/24
Date

29. EXTRA DUTY ASSIGNMENTS

The Las Cruces Fire Department shall make an honest attempt to grant extra duty assignments in a fair manner in an effort to develop organizational member’s career skills.

Jo M. Richards
Management

04.30.24
Date

Christopher Johnson
Union

30/04/24
Date

30. FITNESS FOR DUTY AND RETURN TO DUTY

FITNESS FOR DUTY

The Las Cruces Fire Department has established, maintains, and administers a Physical ~~Ability Test~~ (Agility Test) ~~(PAT)~~. Passing criteria is established by management and may be updated through a certified process performed by a third-party institution certified in creating, establishing and/or performing such occupational tests. The UNION and Management may meet to discuss any significant changes pertaining to the PAT. An employee that fails to pass the ~~Agility Test~~PAT will follow the steps outlined in the Return to Duty section of this Article.

The Las Cruces Fire Department may require an employee to undergo a fitness-for-duty examination when there is a reasonable belief, ~~based on objective information obtained or reasonably available,~~ that the employee's ability to perform essential job functions will be impaired by a physical, medical, or other condition, or that they employee will pose a direct threat ~~due to a medical condition~~. The need for a medical evaluation must be clearly supported by the nature of the work and objective medical or other factual information. The examination shall be conducted by a medical professional selected by the CITY. All costs associated with such an examination will be borne by the Department in which the employee is assigned.

If an employee is impaired in their capability to safely and effectively complete work assignments, and a fitness-for-duty examination supports this conclusion, options may include:

1. Transferring the employee to a vacant position for which the employee is qualified and that accommodates their ~~medical condition~~ limitations.
2. Accommodating the employee in their ~~current~~ position by modifying work assignments and/or the work environment.
3. Accommodating the employee by re-assigning ~~them~~ to light duty status and providing an opportunity for rehabilitation.
4. Or, if an accommodation is not feasible in enabling the employee to perform the essential functions of the job held, or vacant positions for which the employee is qualified are not available, and if an accommodation does not reduce ~~any direct threat~~ issues to an acceptable level, the employee may be medically retired or terminated. When an employee is assigned to a vacant position their ~~employee's~~ pay will be adjusted commensurate with the pay rate for that position.

PROCEDURE:

If the Las Cruces Fire Department has an employee with a medical condition which appears to impair their ~~employee's~~ capabilities to safely and effectively perform the essential functions of the job, or who poses a direct threat due to a mental, medical, or other condition, the Human Resources Director, or designee, shall be contacted pertaining to a possible fitness for duty examination. The Department must be prepared to discuss the following:

1. What objective evidence supports the need for a fitness for duty examination?
2. What is the reasonable belief that the employee's ability to perform essential job duties is impaired?
3. What is the basis for any belief of direct threat?
4. What knowledge exists that performance issues are linked to a medical condition?

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If the answers to these questions indicate to the Human Resources ~~Department~~ Director, or designee, the need for further evaluation, ~~then~~ the CITY shall proceed with the following:

1. A psychiatric examination or psychological assessment must be conducted ~~in accordance with accepted professional standards~~ by a licensed practitioner or physician authorized to conduct such examinations, and may only be used to make ~~a legitimate~~ inquiry into a person's mental fitness to successfully perform the essential functions of their employee's position without direct threat to the individual in question, or to others.
2. The scope of any fitness for duty examination shall be limited to the specific ~~medical~~ condition and how such condition affects or may affect the employee's ability to perform essential functions or pose a direct threat.
3. All medical information obtained through the fitness for duty provisions shall be maintained by the Human Resources Department as strictly confidential and shall not be a part of the employee's personnel file.
4. When the Las Cruces Fire Department requests a medical examination, it must inform the employee in writing of its reasons for doing so and the consequences of failure to cooperate. The CITY will designate the examining physician or other appropriate practitioner but will offer the individual an opportunity to submit medical documentation from their personal physician or practitioner. The CITY will review and consider all such documentation supplied by the individual's personal physician or practitioner along with the documentation from the examining physician selected by the CITY. Should the employee wish to submit medical documentation from their employee's personal physician or practitioner, the employee shall pay for all examinations and documentation charges.
5. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination.

RETURN TO DUTY

Any bargaining unit employee who suffers an illness, injury, or other medical condition, and is unable to report to duty shall immediately notify their employee's supervisor (Battalion Chief) of that fact. The supervisor who becomes aware of leave that may be related to a medical condition of an employee or when an employee has been absent three (3) consecutive calendar days (2 shifts for fire personnel working (56) hour shifts), will notify the Human Resources Department. The Human Resources Department will notify the employee of their rights and responsibilities under the Family and Medical Leave Act (FMLA). Refer to the CITY'S Family and Medical Leave policy for additional information.

If the illness, injury, or condition shall exceed two (2) weeks duration, then the following Return to Duty procedures may be applicable. This shall be determined on a case-by-case basis. This Article shall also apply to employees who fail to successfully complete their annual Agility Test.

Prior to returning to duty from an FMLA qualifying event, or other extended illness, injury, or condition a doctor's release to return to work statement shall be obtained from the attending physician. A doctor's release to return to work statement shall also be required for any on-the-job injury where a physician evaluated the employee. The doctor's release to return to work statement shall be provided to the Human Resources Department. Human Resources staff will issue a return to work statement to the employee to be provided to the employee's Battalion Chief prior to reporting to their assigned workstation. The return to work statement will indicate if the employee has received a full release to return to duty, or if restrictions exist.

In the case of illness or injury where the employee was absent from work for a period of more than thirty (30) calendar days, the employee shall be required to complete the Agility Test prior to return to full duty. When the employee's Battalion Chief receives the release to return to work statement, the employee will be scheduled for the Agility Test. In the event the employee is unable to

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successfully complete the Agility Test, they employee shall not be considered fit for duty and shall not be allowed to return to full duty. The employee shall begin the steps as outlined in this section to become qualified fit for duty.

These provisions shall apply to employees who fail to successfully complete the annual Agility Test:

1. If the employee is able to work, they employee shall may be placed on light duty, or temporary assignment, status if available, at the discretion of the City.
2. The employee shall be afforded the opportunity to participate in an on-duty physical fitness program if needed as determined by the employee's illness, injury or limitations.
3. The physical fitness program shall be structured to rehabilitate the employee and shall provide for strength training, flexibility, and cardio-vascular conditioning.
4. A reasonable-designated period of time each work day shall normally be allowed for the employee to participate in a physical fitness program subject to the needs of the department and calls for service. This is to allow for dressing, showering, and travel.
5. The employee shall be allowed the use of appropriate DEPARTMENT facilities to accomplish his/her physical training.
6. The employee may be monitored to ensure that they are-employee is utilizing the time appropriately. Abuse of this time shall subject the employee to disciplinary actions up to and including termination.
7. After a period of up to thirty (30) calendar days, the employee shall be scheduled for a second Agility Test. Upon successful completion of the evaluation the employee shall be allowed to return to full duty. If the employee is again unsuccessful in completing the Agility Test, they employee shall continue in this program. After each successive time period, the employee shall be re-evaluated.
8. In no case shall an employee be allowed to continue a light duty, or temporary, assignment status beyond a maximum time period of one hundred twenty (120) days. At this point if the employee is unable to return to full duty, an evaluation shall be conducted by the Disability Review Team to identify options available to the employee which may include consideration for additional recovery time as a consideration under the Americans With Disability Act, medical retirement, or termination.

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31. FUNERAL AND BURIAL EXPENSES (TA 12/14/23)

The CITY agrees to defray the funeral and burial expenses of any Firefighter who dies while on duty up to a maximum of ~~five-ten~~ thousand ~~dollars (\$10,000.00)-(5,000)-dollars~~.

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32. GRIEVANCE PROCEDURE

The CITY and the UNION agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed through the following formal grievance procedure.

A. PURPOSE

1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise and are subject to review under this procedure.
2. There shall be no other grievance or appeal procedure for employees in the bargaining unit other than that contained in this Article.

B. DEFINITIONS

1. A "grievance" shall be defined as a dispute which alleges:
 - a. A violation of this Agreement or;
 - b. A written reprimand or;
 - c. A disciplinary suspension without pay or;
 - d. An involuntary termination of employment or;
 - e. An involuntary demotion involving an actual loss of pay.
2. A "grievant" shall be any employee, group of employees, or the UNION.
3. "Days" shall be defined as business days (Monday thru Friday from 08:00 to 17:00, excluding holidays observed by management, unless otherwise noted).

C. PROCEDURE

1. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.
2. If the CITY or department fails to comply with the time limits and requirements as set forth under this agreement, the grievance may be appealed to the next level of the procedure.
3. If the grievant fails to comply with the time limits and requirements as set forth under this agreement, the grievance shall be considered null and void.
4. The time limits set forth herein may be extended provided the parties have mutually agreed in writing upon the extension.

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5. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew, or reasonably should have known, of the action which precipitated the grievance. In the case of disciplinary action, the date of the action precipitating the grievance shall be the date of the notice or delivery of the official written notice of discipline.

D. STEPS

1. The grievant shall first discuss the grievance with the appropriate Deputy Chief directly with the objective of resolving the grievance. If the grievance is not resolved within ten (10) days, a written grievance may be filed with the Fire Chief. To be considered, the grievance must contain at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation, and the relief sought and be filed within ten (10) days from the Deputy Chief's response or the date such response was due.
2. The Fire Chief, or designee, will have ten (10) days to render a decision.
3. If the grievance is not resolved with the Fire Chief's or designees' decision, the Union will have ten (10) days to:
 - a. Request the services of the Federal Mediation and Conciliation Service (FMCS) to provide grievance mediation services; or
 - b. File the grievance directly with the City Manager.
4. If at the conclusion of Mediation the grievance has not been resolved, the Union will have ten (10) days to file the grievance with the City Manager.
5. The City Manager will have ten (10) days to render decision and may take whatever action ~~he/she~~ they chooses to resolve the grievance, which shall be final and binding on the parties. If the grievance pertains to a disciplinary action involving a suspension without pay, an involuntary demotion, or ~~a~~ termination, the grievant and/or the Union may request arbitration if they are dissatisfied with the City Manager's decision by filing a Request for Arbitration with FMCS. This request shall be made within ten (10) days of the City Manager's decision. The UNION shall immediately serve a copy of the Union's request for arbitration to the Human Resources Director, the Fire Chief, and the City Manager.

E. ARBITRATION

The arbitrator will be selected from a list of seven arbitrators requested from FMCS within fifteen (15) days of the receipt of the FMCS list, unless mutually agreed to in writing. The parties shall alternatively strike names on the list until there is one name remaining that shall be the arbitrator. The moving ~~parties~~ party shall strike the first name. Failure of either party to strike will result in FMCS appointing an arbitrator on the panel.

1. The arbitrator shall conduct the hearing as soon as possible.
2. The arbitrator's decision shall be in writing and shall include the decision, the rationale, and, if appropriate, relief. The arbitrator shall not have the authority to expand, or add to, the rights employees or the UNION have under the terms of this Collective Bargaining Agreement.
3. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.

4. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

F. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance.
2. A grievant may be accompanied and represented by the UNION at any hearing or meeting conducted under this procedure.
3. An employee, acting individually, may present a grievance without the intervention of the UNION provided the grievance has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Collective Bargaining Agreement.
4. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the CITY or the Department which has a department wide impact, the UNION may submit the grievance on behalf of the affected employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee's personnel file as relief given in the disposition of a grievance.
6. All grievances and grievance responses shall be filed and processed in accordance with this Collective Bargaining Agreement.
7. The grievant and the UNION'S processing of grievances shall be conducted on non-City paid time unless otherwise agreed to by the parties or during residential hours.

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TENATIVE AGREEMENT

Jo M. Richards
Management Date

05.02.24


Union

May 3, 2024
Date

33. HEALTH INSURANCE BENEFITS / GROUP INSURANCE PLAN / DISABILITY INSURANCE / LIFE INSURANCE

The CITY shall continue to ~~provide offer~~ to all employees in the bargaining unit, health, disability, and life insurance benefits as adopted by City Council.

If new contributions to the Group Insurance plans, as enumerated in NMSA 1978 §10-7-4 et seq., are enacted by the State Legislature during the term of this Agreement, or a ruling by the State Attorney General allows for a different interpretation of the percentage of contributions, either party may notify the other in writing within one hundred twenty (120) calendar days of the enactment to declare their desire to reopen this article of the agreement. Any change to this article is subject to City Council approval and appropriations.

The CITY will continue to pay, at a minimum, 82% of health insurance premiums with the employee paying 18% of premiums regardless of what plan(s) are offered-is chosen.

Prior to any changes, the CITY and UNION will meet ~~in good faith and confer~~ to discuss options prior to the implementation of any changes.

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Jo M. Richards
Management

04.30.24
Date

Christopher Johnson
Union

30/04/24
Date

34. HOLIDAYS

During the term of this Agreement, all bargaining unit employees working a forty (40) hour week schedule shall receive eight (8) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the CITY plus one and one-half (1 and 1/2) times their hourly rate for all time worked on that holiday.

The use of paid leave during the pay period including any of these holidays shall not be cause for a loss of holiday pay whether or not the employee was scheduled to work such holiday.

Employees must be on paid status the day before and after the holiday to be eligible for holiday pay.

Jo M. Richards

05.02.24



May 3, 2024

Management

Date

Union

Date

35. HOURS OF DUTY

The schedule for fire suppression personnel shall be forty-eight (48) hours on-duty followed by ninety- six (96) hours off-duty. Duty-time shall be 1100 hours until 1100 hours forty-eight (48) hours later. Suppression personnel work an average of fifty-six (56) hours per week.

Overtime shall comply with the 207k provisions of the Fair Labor Standards Act.

The schedule for non-suppression personnel shall be forty (40) hours per week.

The Fire Chief may establish alternate work schedules on a temporary or permanent basis to accommodate the training needs of the organization. A minimum of two (2) weeks' notice shall be provided to affected employees.

RELIEF

All employees must ensure they have been relieved of duty before leaving their assignment.

EARLY RELIEF

An employee is expected to be in uniform and fully prepared to assume the employee's duties at the beginning of the employee's assigned shift. The employee shall remain on duty until the end of their assigned shift unless the employee is permitted by the Lieutenant to be relieved prior thereto for good cause shown. It shall be permissible for oncoming employees to relieve employees on the previous shift prior to the scheduled starting time. Any early relief amongst employees shall be done as a voluntary agreement between the participating employees. Early relief shall not be counted as additional time worked. For pay purposes, the employee permitted to leave early shall be deemed to have completed his/her assigned shift, and the employee who agreed to report early shall be deemed to have commenced work at his/her regular duty-time. Any early relief greater than fifteen (15) minutes requires approval by the Battalion Chief.

TARDINESS

An employee shall be deemed to be tardy if the employee reports after the regular duty-time and may be subject to disciplinary action as deemed appropriate by Management.

Tardiness does not apply to employees who are already on duty due to overtime or changes of shift and are traveling between shifts and stations provided such travel time is within a reasonable amount of time. These employees should notify the appropriate station of their status.

VOLUNTARY HOLDOVER

If an employee calls in prior to the beginning of the shift with an excuse acceptable to the Lieutenant and another employee agrees to voluntarily "hold over" until the late employee arrives, the late employee shall not be deemed to be tardy. Any voluntary holdover amongst employees shall be done as a voluntary agreement between the participating employees. Voluntary holdovers shall not be counted as additional time worked. For pay purposes, the employee who agrees to "hold over" shall be deemed to have ceased work at the end of his/her regular duty-time and the employee who is late shall be deemed to have commenced work at his/her regular duty-time. Voluntary holdover shall not exceed ~~sixty (60)~~sixty (60)-fifteen (15) minutes per occurrence. Lieutenants shall report to the Battalion Chief any employee failing to report by their regular duty

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~~time within the sixty (60) fifteen (15) minute limit.~~

Habitual use as determined by Management will require this practice to cease for that employee.
Continued abuse of this practice will subject the individual to disciplinary action.

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36. INOCULATION AND IMMUNIZATION (TA Current 12/14/23)

The Department shall provide Hepatitis B and Hepatitis A inoculations to all emergency response employees. The Chief has discretion to provide for other inoculations not specified as deemed appropriate to promote the health and safety of employees. If an employee is exposed to a contagious disease or other bio-hazardous material while performing their duties, such exposure must be documented and reported by the employee and the first line supervisor in accordance with established policies and procedures.

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37. INTERFERENCE (TA Current 12/14/23)

The UNION shall not attempt to cover up or fail to report any employee misconduct.

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Jo M. Richards

Management

04.30.24

Date

Christopher Johnson

Union

30/04/24

Date

38. LOST, DAMAGED, OR STOLEN PROPERTY

Employees shall be responsible for and not misuse CITY property, records, or other materials in their care, custody, and control. CITY property, records, or other materials shall not be removed from the premises without written permission from the station Lieutenant or Battalion Chief.

- A. Employees shall be responsible for normal care and maintenance of all issued equipment.
- B. Uniforms and equipment provided by the Department that are required and essential to the successful performance of an employee's job functions shall be replaced, at the Department's expense, when such items are damaged during the performance of job duties or lost due to criminal theft.
- C. All instances of lost, damaged, or stolen property shall be reported to the Battalion Chief on duty in writing immediately at the time of discovery of the occurrence. Theft and damage to CITY equipment or property must be reported to the City's Risk Management division as soon as practicable.
- D. Lost or damaged equipment as a result of employee negligence or employee's criminal act are not covered by this Agreement.
- E. A copy of an incident report or police report must be submitted with a written request for replacement to obtain replacement of personal property required and approved to be carried or utilized by employees in the performance of their duties. Failure to make a proper report and request for personal items will negate any claim for replacement.
- F. Personally owned items:
 - 1. Personally owned items that are required and essential to the successful performance of an employee's job function shall be replaced, at the Department's expense, when such items are were clearly determined by the CITY to have been damaged while the employee was engaged in the performance of duty and there was no negligence on the part of the employee. The Chief maintains discretion to replace the item or reimburse the employee for a comparable replacement.
 - 2. Employees that use personal items while performing their job functions shall provide a list of those items to the Chief, or ~~their~~ designee, for approval. The employee shall be responsible for keeping the list of items current. Replacement or reimbursement of any item not included in the list supplied, and preapproved by the Chief or ~~their~~ designee, will not be eligible for replacement or reimbursement.
- G. This section is not intended to be used to replace old, worn out items. Amounts for replacement or reimbursement shall not exceed one hundred seventy-five dollars (\$175.00) ~~(175) dollars~~ per item.

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39. MDA FILL THE BOOT (TA Current 12/14/23)

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in the annual “MDA Fill the Boot” charity event. Management may allow the use of Las Cruces Fire Department uniforms and firefighting bunker gear for use during the event. The Las Cruces Fire Department may allow for the staging of fire apparatus at designated collection points for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations.

The Las Cruces Fire Department may allow the use of duty time for those Las Cruces Professional Fire Fighters attending the ceremonial check presentation to the Muscular Dystrophy Association if staffing allows.

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40. MEDICAL DIRECTOR (TA Current 12/14/23)

The Las Cruces Fire Department shall provide Medical Direction for all levels of service provided in its protocols.

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41. MILITARY LEAVE

During the term of this agreement, employees in the bargaining unit shall be covered in accordance with all stipulations, processes, and procedures as provided for in the City's Personnel Manual regarding Military Leave, as adopted or revised.

Fifty-six (56) hour employees may be granted an additional sixty-four (64) hours of administrative leave, for ~~active-duty~~ active-duty assignments in excess of the one hundred sixty (160) military leave hours as provided for in the City's Personnel Manual.

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42. MODIFIED DUTY / NON-HAZARDOUS DUTY (TA 12/14/23)

- A. The Fire Chief, or their designee, shall have discretion to approve Modified, or Non-Hazardous, Duty for employees who develop, as determined by a qualified physician, an illness, injury, or other medical condition off duty. (Such conditions shall include pregnancy.) Employees who are determined to temporarily be unable to perform the duties of the position, may request to be placed on a Modified / Non-Hazardous Duty assignment by submitting a request in writing to the Chief, or their designee.
- B. The Human Resources Department will be notified of the request and will provide notice to the employee of their rights and responsibilities under the Family and Medical Leave Act (FMLA). (Refer to the CITY'S Family and Medical Leave policy for additional information.) A Medical statement from a qualified health care provider must be submitted to Human Resources for verification of the illness, injury, or other medical condition prior to the approval of a Modified / Non-Hazardous Duty assignment. The statement must outline the condition(s) and restrictions.
- C. If such duty is not available within the Department, the employee may request light duty, or temporary assignment within the CITY in accordance with established CITY policies. If the CITY has an available position for which the employee qualifies, the CITY may offer the position on a temporary basis to the employee. After receiving the qualified physician's certification for Modified / Non-Hazardous Duty, the CITY will determine its ability to accommodate the request. The determination of the CITY is not subject to grievance and nothing contained in the Article is intended to require the CITY to accommodate a request.
- D. If the employees qualified physician provides approval, and there are no restrictions to prevent the employee from safely participating in promotional processes, they may be permitted to do so. The employee will not be passed over if on a promotional list and should be provided opportunity to continue involvement in Department committees if they desire, as long as work restrictions are met.
 - 1. This Modified / Non-Hazardous Duty will be paid at a base hourly wage for forty (40) hours for a period no greater than nine (9) months. The parties agree that the 207k exemption applies to all employees in a Modified / Non-Hazardous Duty status.
 - 2. A fifty-six hour employee who is placed on Modified / Non-Hazardous Duty shall be placed on a forty (40) hour schedule and paid at the converted employee's base hourly rate, in accordance with the terms of this Agreement.
 - 3. Employees returning to full-duty, without restrictions, shall be returned to their same rank and seniority.
- E. Department Responsibilities:
 - 1. Uniform options may be provided as soon as practical to those employees that have a need based on their condition. Requests for such options must be submitted to the Chief, or their designee and follow established procedures for uniform replacement.

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2. Other appropriate attire may be permissible as determined by the Chief or their designee. The employees' badge must be displayed.
3. Appropriately fitting bunker gear will also be issued if required based on employee assignment and restrictions.
4. The Department shall comply with N.M. Stat. Ann. § 28-20-2 (2007) to provide a clean, private place, other than a bathroom, for employees who are breastfeeding to pump.

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43. NEPOTISM (TA Current 12/14/23)

No person shall be hired, promoted, demoted or transferred to a position which is under the direct supervision in the departmental chain of command of a relative who is related by blood, adoption, or by marriage to a third degree of kindred. The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces and nephews. The restriction shall also apply to relationships having the characteristics of a family relationship, and to members of the same household. In the event two (2) employees are in a position of direct supervision through any departmental chain of command or either of the two (2) employees establish a relationship, then the affected employee or employees may request a transfer to alleviate the situation or the City Manager may transfer or demote one (1) of the two (2) affected employees to a position removed from the supervisory control of the other. However, the City Manager may waive the restrictions in this section if, in the opinion of the City Manager, it is clearly in the City's best interest. This article shall not apply during emergency operations or incidents or temporary assignments.

An incumbent who willfully fails to reveal (or remains silent about) a relative who is hired into their direct chain of command, or is transferred to their unit, shall be subject to disciplinary action.

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Management

05.05.24

Date

Chris Johnson

Union

May 6,

Date

44. OUTSIDE EMPLOYMENT

City Personnel Manual and Policies, as adopted and revised, shall apply to all outside employment during the term of this Agreement.

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45. PAY PERIOD / WORK PERIOD (TA 12/14/23)

For the purpose of this Agreement, the pay period shall be fourteen (14) days and the work period shall be twenty-eight (28) days.

Las Cruces Fire Department personnel shall be paid biweekly.

The pay period shall start at 00:00 hours on Sunday and shall end fourteen (14) days later on Saturday at 24:00 hours.

For pay purposes, the calculation of hours worked shall equal the number of hours on duty. There shall not be any forms of reduced pay while on duty.

The CITY shall comply with the provisions outlined in the Fair Labor Standards Act.

For forty (40) hour employees, the CITY shall comply with the provisions outlined in the Fair Labor Standards Act for any hours worked in excess of forty (40) hours per week.

~~Should the Fire Department implement a 48 – 96 schedule the City may adjust the work and or pay period.~~

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Christopher Johnson
Union

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46. PAYROLL DEDUCTION OF DUES AND FEES

The UNION shall indemnify, pay for the defense of, and save the CITY harmless against all claims that shall arise out of or as a result of any conduct taken by the CITY for the purpose of complying with this Article.

BARGAINING UNIT MEMBERS

The CITY agrees to deduct, each pay period, membership dues and fees ~~and fees~~ in an amount certified to be current by the Treasurer of the UNION, from the pay of those employees who have voluntarily completed payroll deduction authorization forms. The total amount of deductions shall be remitted together with the names of the employees from whom membership dues have been collected, normally within ten (10) days after such deductions are made by the CITY, to the Treasurer of the UNION.

~~This~~ The service fee membership dues deduction for a member of the bargaining unit may be made only if the accrued earnings of the employee are sufficient to cover the ~~service fee membership dues~~ dues after all other authorized payroll deductions have been made.

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47. PERFORMANCE EVALUATIONS (TA 12/14/2023)

Performance Evaluations ~~are may be~~ used at any time to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such manner. Performance Evaluations may however be used to support disciplinary actions. Employees will be assessed in relation to the essential job functions of their position ~~for the previous year.~~ Evaluations may also be used to identify and establish employee goals ~~for the upcoming year.~~ Personal Improvement Plans may be developed to address specific employee deficiencies. The Personal Improvement Plan will identify those deficiencies and establish specific measurable goals. The Performance Evaluation and Personal Improvement Plan are formal reports that will become a part of the employee's personnel file.

~~Performance Evaluations are to be completed on an annual basis during the anniversary month of hire.~~

Other evaluations such as incident evaluations or special evaluations, may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement.

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48. P.E.R.A. RETIREMENT PROGRAM (TA Current 12/14/23)

The City has adopted Municipal Fire Plan 5 of the Public Employee Retirement Association (PERA). The CITY and Employees will continue to pay the current contribution rates during the term of this Agreement.

Should PERA mandate an increase or change, the parties shall be responsible for their respective share of the increase or change.

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49. PERSONAL LEAVE AND EMERGENCY LEAVE REQUESTS

Las Cruces Fire Department personnel shall be granted personal leave to conduct personal business. Personal leave shall be used in one (1) hour increments or more when backfill is required will be considered the same as hours worked.

In the first pay period in January, Las Cruces Fire Department personnel shall be granted:

- 56 hour Employees - Twenty-four (24) hours Personal Leave
- 40 hour Employees - sixteen (16) hours Personal Leave

Leave will be requested as per applicable policy.

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Christopher Johnson **30/04/24**

Union

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50. EMERGENCY LEAVE REQUESTS

Emergency leave requests will be charged to fifty-six (56) hour employees, in four (4) hour increments, for up to twenty-four (24) hours in the case of an unforeseen emergency. An emergency leave request may be granted, at the discretion of the Chief or their designee, if it does not remove a response unit from service by reducing the number of personnel below minimum staffing requirements.

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51. PERSONNEL REDUCTION (TA Current 12/14/23)

In the event that a reduction in force is necessary, the following procedure shall be utilized:

- A. Authority, Pursuant to City regulations and State law, the CITY has the authority to discharge, terminate, or lay-off employees in this bargaining unit at any time when a reduction in personnel is required.
- B. When the Council and/or CITY anticipates a Reduction in Force (RIF) or lay off which might result in the discharge or termination of an employee or employees in this bargaining unit, the CITY will notify the UNION and the affected employee or employees in writing a minimum of one (1) pay period prior to the implementation of the RIF. In lieu of such notice, the affected employee or employees may be given severance pay in an amount equivalent to the amount of notice, or portion thereof. The UNION may request in writing, to meet with representatives of the CITY to discuss possible alternatives to the RIF provided that such request is made no longer than five (5) days after receipt by the UNION of the CITY'S notice of intent to RIF.
- C. No regular Fire Department employee shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary fire department employees have been discharged or terminated.
- D. Employees will be laid off in reverse order of seniority. When two or more employees have identical seniority then a determination shall be made by the Chief. Factors that will be considered may include but are not limited to employee performance, rank, staffing/operational needs and employee work history.
- E. Laid off employees will be recalled in reverse order of lay off and will remain eligible for recall for a period of two (2) years.
- F. Prior to filling vacant positions through a new promotional process, all personnel who have voluntarily demoted to a lower rank as a result of the reduction in force shall be advanced to available vacant positions which they held prior to such voluntary demotion.
- G. Laid-off employees will provide the CITY a contact name, phone number, and address in the event that their position becomes available.
- H. The CITY will advise the employee to be recalled by certified or registered US mail.
- I. Upon receiving notice of recall, an employee has five (5) business days to signify their intention of returning to work with the CITY and will advise the date they will be available to return to service. The return to service date must not be later than fifteen (15) business days from the date the employee received the recall notice. The notice of recall shall be sent to the employee's last known address. The employee shall be responsible for maintaining a current address with the CITY'S Human Resources Department.

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J- Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of a recall notice, will be considered an automatic resignation, and shall not be subject to a grievance. It is understood that the CITY will have discharged its obligation of notification to laid-off employees by giving notice as herein outlined.

K- Furlough:

1. Temporary unpaid leave of some employees due to economic conditions of a Department, or the City as a whole.
2. Prior to implementing a furlough program, the UNION and the affected employees shall be notified at least ten (10) working days in advance. The Employer shall provide the UNION with the opportunity to provide alternatives to furloughs.

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52. PRINTING AND DISTRIBUTION OF AGREEMENT (TA Current 12/14/23)

The CITY will post the Agreement on the CITY intranet system with the understanding that hard copies will not be reproduced at the CITY’s expense.

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53. PROBATIONARY PERIOD (TA 12/14/23)

During periods of continuous employment, no other probationary period shall be placed or mandated on a member of the bargaining unit for disciplinary actions.

~~The twelve (12) month probationary period may be extended in accordance with the CITY's personnel rules.~~

An evaluation period of six (6) months shall be assigned to employees who promote into bargaining unit positions. The evaluation period may be extended for three (3) months by mutual agreement. Employees who are not meeting minimum expectations may be reassigned for additional evaluation. Employees who do not meet minimum expectations shall be returned to their previous rank and is not considered disciplinary action. The failure of the evaluation period may be grieved to the level of the Chief, or designee.

~~Expectations and processes related to the evaluation period will be discussed through labor management.~~

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54. RECOGNITION

The CITY recognizes the UNION as the sole and exclusive bargaining agent for all regular non-probationary employees of the Las Cruces Fire Department as listed below. The UNION shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the UNION.

- A. Inclusions. This Agreement specifically includes: Firefighters, Driver/Operators, Lieutenants, Fire Inspectors, Fire Inspector/Investigators, and MIH Coordinator.
- B. Exclusions. This Agreement specifically excludes new hire probationary status, and Exempt employees as defined by CITY policy, seasonal employees, temporary employees, contract employees, part-time employees, and other such positions as the parties shall agree to be excluded under this Agreement.
- C. Position changes. No new classifications or positions will be made within the bargaining unit without prior notification to the UNION and the UNION'S opportunity to meet with Management and Human Resources to discuss the new classifications at length.

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55. RECRUIT SELECTION PROCESS (TA 12/14/23)

The UNION shall appoint members to any recruit selection committee, assessment group, or other process to select new Las Cruces Fire Department recruits. The number of UNION appointments to the committee, assessment group, or other selection group shall be up to one half (1/2) of the total number of individuals in such group, and shall be no less than one (1). Time spent in participation in selection committees shall be considered as hours worked for bargaining unit employees.

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56. RESIDENTIAL SUPPORT

The CITY shall provide clean and safe fire stations. The CITY shall provide furniture to include office ~~furniture, —cooking~~furniture, cooking appliances, cookware, dishes, utensils, linen replacement, washer and dryer facilities, access to television cable/satellite service in all new construction, separate men’s and women’s facilities, including dormitories, where applicable, —pest control services, building maintenance, and repair, janitorial supplies, and sanitary supplies in all occupied fire stations. The CITY shall provide air quality checks of all occupied stations in accordance with CITY standards and/or Health/Environment Department requirements. At minimum, air quality checks for mold and mold spores will be conducted on an annual basis. Air quality checks will be discussed during Labor Management meetings on an as needed basis.

Bargaining unit employees shall immediately report any unsafe conditions in writing to the supervisor.

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57. SAFETY AND HEALTH (TA 12/14/23)

The CITY shall provide clean and safe fire stations. The CITY shall supply safe and comfortable furniture to include office furniture. The CITY shall provide safe and modern cooking appliances, cook ware, dishes and utensils. The CITY shall provide linen replacement as needed as well as washer and dryer facilities. The CITY shall provide access to television cable/satellite service in all new construction. The CITY shall provide separate men’s and women’s facilities, including dormitories, where applicable. The CITY shall provide pest control services, building maintenance, and repair as needed. The CITY shall provide janitorial supplies and sanitary supplies to continue safe and efficient living in all occupied fire stations. The City shall provide air quality checks of all occupied stations in accordance with City standards and/or Health/Environment Department requirements. At minimum, air quality checks for mold and mold spores will be conducted on an annual basis. Air quality checks will be discussed during Labor Management meetings on an as needed basis.

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58. SENIORITY (TA 12/14/23)

Seniority shall be defined as the length of continuous service from the date of hire as a Firefighter in the Las Cruces Fire Department.

Upon the successful completion of the probationary period, a Firefighter will be credited with length of service seniority retroactive to the beginning of the probationary period with the Las Cruces Fire Department.

Employees covered by this Agreement shall lose their seniority status and their name shall be removed from the seniority list if that employee resigns, is discharged, or retires.

The CITY shall establish a seniority list which shall be brought up to date as of July 1 of each year and posted as such on Las Cruces Fire Department bulletin board at Station 1 for a period of not less than thirty (30) days. The UNION shall provide a copy to the CITY within a reasonable time. The CITY will provide a list of UNION members, to include their dates of hire, when requested by the UNION.

Any objection to the Seniority List must be reported to the City's Human Resources Department within thirty (30) days from the first day of posting. After appropriate corrections are made the list shall stand approved.

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59. SHIFT EXCHANGES / TRADING TIME (TA 12/14/23)

Shift trades are a voluntary contract between two (2) employees. Licenses and/or specialties shall not be a factor. Shift trades shall be allowed between limited to employees bBargaining members of equal rank or outside of their own rank, as long as these individuals are certified and can successfully fulfill the duties of the exchanged rank. Bargaining members working a shift trade across rank will not be eligible for Compensation for Acting Position (CAP) time while working in the position agreed to for the shift trade. Bargaining members understand that by agreeing to a shift trade, they will work for the position that best supports the staffing needs during that shift. Shift trades will not place any personnel on duty for more than forty-eightseventy-two (7248) consecutive hours. A shift trade may be denied if it interferes with the operations of the Las Cruces Fire Department. Shift trades will not be allowed during the first three (3) months of a transition to a 48-96 schedule.

The CITY shall have no obligation to maintain records of hours traded, and the hours for FLSA purposes shall be calculated as if the regularly assigned person is present for work. All shift trades shall be documented appropriately so it is clear who is responsible to work. Normally shift trades should be requested at least ninety-eight (98) hours prior to the shift to be traded. This request shall be submitted for approval through the Battalion Chief. The necessary means to submit requests shall be available at each fire station.

The CITY shall not assume any liability for time lost to an employee because of a shift trade.

Employees who agree to the shift trade are responsible for the revised work schedule, and may be disciplined for an absence or lateness. Time shall be allowed for employees to travel from shifts and between stations. This travel time shall count as time worked. Employees working shift trades will make a reasonable attempt to arrange for coverage for their travel time. In the event coverage cannot be secured the Battalion Chief shall be notified.

Any employee who is scheduled to work and makes arrangements to have another employee work on their behalf, is responsible to have the shift hours covered. If the time is not covered for any reason, the scheduled employee will owe the CITY the number of hours that were not worked, to be paid back at the CITY'S discretion.

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60. SPECIAL EVENTS (TA Current 12/14/23)

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in special or charity events. Management may allow the use of Las Cruces Fire Department uniforms and fire firefighting bunker gear for use during these events. The Las Cruces Fire Department may allow for the staging of fire apparatus for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations as determined by management.

No special event will take priority over a fire company's or special team's ability to respond immediately to emergency service needs.

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61. SPECIAL TEAMS AND PROGRAMS (TA Current 12/14/23)

The Las Cruces Fire Department shall maintain special teams/programs as determined to be appropriate by management.

These teams/programs shall be positioned at the most appropriate station based on team/program functions and responsibilities.

The Las Cruces Fire Department shall designate needed certifications to establish participation as a special team/program member. All special teams/programs members shall be trained and fully certified to all applicable current Las Cruces Fire Department standards.

All required safety and firefighting equipment and gear will be issued to all special teams as required and approved by the City, Fire Chief or their designee.

Annual training shall be provided to maintain certification and proficiency at no cost to core team members. The CITY shall allocate funds for specialized training as deemed necessary by management.

All training hours, if pre-approved by management, shall be considered time worked for payroll purposes. The Chief shall designate staffing and eligibility for specialty team assignments.

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62. SHOPPING EVENTS (TA 12/14/23)

On-duty participation may be granted for any Las Cruces Fire Department function, shopping, or eating at restaurants, provided that such events do not affect emergency response capabilities and resource availability. On-duty fire apparatus and crews shall remain available for emergency response from these events.

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TENATIVE AGREEMENT

Jo M. Richards
Management

04.30.24
Date

Christopher Johnson
Union

30/04/24
Date

63. STAFFING

The CITY and the UNION acknowledge that the staffing levels in the Las Cruces Fire Department can have an impact on the safety of the firefighters and the quality of services delivered to the community. The Las Cruces Fire Department has set certain staffing goals and shall attempt to maintain those goals during the term of this agreement.

With the Implementation of this agreement minimum staffing goals will be as follows.

- The city shall staff Engine / Truck companies with 4-person staffing, 3-person staffing should be allowed on Engine/Truck companies up to 55% of units in service with common rounding rules to apply. Staffing goals are identified for permanently established engine and truck companies and do not apply to any additional units placed in service in addition to established engine and truck companies.
- The city shall maintain at least three (3) Rescues (ambulance/transport unit) in service at all times.
- The city shall provide leave spots for Annual or Personal leave in the amount of ~~7~~10% of minimum staffing with common rounding rules to apply. In the case of a large-scale incident or staffing shortages, as determined by the Fire Chief or their designee, leave positions may be canceled.

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Management	Date	Union	Date

64. SUBCONTRACTING (TA Current 12/14/23)

The CITY agrees that prior to contracting or sub-contracting out work currently being performed by members of the bargaining unit the following provisions shall apply:

- ~~A.~~ The UNION will be given thirty (30) days' notice.
- ~~B.~~ The notice shall identify the affected positions.
- ~~C.~~ The UNION will be allowed to meet with the City Manager to discuss possible alternatives to the situation.

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Management	Date	Union	Date

65. TRANSFERS AND VACANCIES (TA 12/14/23)

- A. Temporary Transfers – Temporary transfers may be made immediately and should normally not exceed thirty (30) days. Longer temporary transfers may be made in order to accommodate Firefighter Trainee rotations or organizational needs. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.

- B. ~~Permanent~~ Regular Transfers – ~~Permanent~~ position openings not involving promotion shall be filled using the following procedures:
 - 1. Employees who desire to transfer shall provide written notice of such desire to their shift commander.
 - 2. Employees requesting a transfer will be given first preference when filling transfers resulting from vacancies. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.
 - 3. Upon transfer, a copy of the two (2) most recent annual employee evaluations shall be made available to the new supervisor.
 - 4. Management may assign someone to fill the vacancy based on the organizational needs of the Department.

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04.30.24

Christopher Johnson

30/04/24

Management

Date

Union

Date

66. UNIFORMS

The CITY shall continue to provide to all bargaining unit members the proper number of uniforms and equipment necessary as determined by the department to maintain the professional image of the Las Cruces Fire Department using methods determined by the Chief.

Employees required to wear safety boots/shoes will be provided ~~one two~~ hundred ~~seventy twenty-~~ five (~~175225~~) dollars per fiscal year. ~~paid in accordance with Internal Revenue Service regulations~~

Issued items will be replaced through a process determined by the Chief, or ~~their~~ designee.

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<u>Jo M. Richards</u>	<u>04.30.24</u>	<u>Christopher Johnson</u>	<u>30/04/24</u>
Management	Date	Union	Date

67. UNION BUSINESS LEAVE

The UNION President and/or his/her designee may be allowed to attend UNION meetings or functions when staffing allows. This request must be made in a timely manner and must be done through the normal chain of command.

- A. Exclusive of time spent in Labor Management Committee meetings, negotiations and/or collective bargaining, it is recognized that it will be necessary for UNION activities to be carried out during working hours. Certified and designated representatives, as defined in section six (6) of this Agreement, shall be compensated while on duty not to exceed four (4) hours per week for Union activities. The UNION shall be granted no more than two hundred eight (208) hours of paid leave per fiscal year to be used for these purposes. A representative shall not be allowed time off with pay to investigate their own grievance.
- B. Authorized representatives shall request and accurately document all compensable UNION time on forms, or using methods, determined by the Chief or their designee.
- C. All hours allotted for use under this Agreement shall only be for use within a calendar year and shall not accrue or be combined with other hours allowed during subsequent or previous periods.
- D. Normally, grievances shall be filed and processed during the non-work time of both the grievant and the authorized representative. In an emergency, the employee may contact their immediate supervisor to request relief from their current assignment to consult with their authorized UNION representative.
- E. In such event, the authorized UNION representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical. Pending relief, the employee shall continue to perform their assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Chief or their designee.
- F. Upon being granted relief, the employee or authorized representative shall be placed on Authorized Leave Without Pay status until such time that they complete their consultation and return to a work status.
- G. The City shall allow authorized UNION representatives, who are not City employees or who are off-duty City employees, to visit City facilities for the purpose of administering the provisions of this Agreement at such times and places that do not interfere with the operations of the City, or conflict with other provisions of this Agreement, after first obtaining permission from the Chief or their designee. The Human Resources department shall be notified of such visits.

Agenda Item #7.3.

~~The UNION President and/or his/her designee may be allowed to attend UNION meetings or functions when staffing allows. This request must be made in a timely manner and must be done through the normal chain of command.~~

- ~~— A. It is recognized that it will be necessary for UNION activities to be carried on during working hours. UNION designated representatives shall be compensated while on duty not to exceed two (2) hours per week per representative, for the processing of complaints and disputes. The UNION shall be granted no more than two hundred and eight (208) hours of paid leave per fiscal year to be used for these purposes. A representative shall not be allowed time off with pay to investigate their own grievance. Such time shall be recorded as Administrative Leave.~~
- ~~— B. Exclusive of time spent in Labor Management Committee meetings, negotiations and/or collective bargaining, the President shall be allowed up to four (4) hours per pay period to administer provisions of this Agreement. Such time shall be recorded as Administrative Leave and shall not accumulate.~~
- ~~— C. The Union shall be granted two thousand nine hundred and twelve (2912) hours of paid leave per fiscal year to be used by the Union President, or any UNION member in good standing designated by the Union President, to facilitate Union Business including but not limited to meetings, training, and charitable events. Hours will be designated as Union Business Leave and shall not accumulate year over year.~~
- ~~— Authorized representatives shall not be compensated for UNION business, other than what is provided in this Agreement.~~
- ~~— F. Normally, grievances shall be filed and processed during the non-work time of both the grievant and the authorized representative. In an emergency, the employee may contact their immediate supervisor to request relief from their current assignment to consult with their authorized UNION representative. In such event, the authorized UNION representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical. Pending relief, the employee shall continue to perform their assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Chief or their designee. Upon being granted relief, the employee or authorized representative shall be placed on Authorized Leave Without Pay status until such time that they complete their consultation and return to a work status.~~
- ~~A. It is recognized that it will be necessary for UNION activities to be carried on during working hours. Certified and designated representatives, as defined in section six (6) of this Agreement, shall be compensated while on duty not to exceed two (2) hours per week per representative, for the processing of complaints and disputes. The UNION shall be granted no more than one hundred (100) hours of paid leave per fiscal year to be used for these purposes. A representative shall not be allowed time off with pay to investigate their own grievance.~~
- ~~B. Exclusive of time spend in Labor Management Committee meetings, negotiations and/or collective bargaining, the President shall be allowed up to four (4) hours per pay period to administer provisions of this Agreement. Such time shall be recorded as Administrative Leave and shall not accumulate.~~
- ~~C. Authorized representatives shall not be compensated for other UNION business, other than what is provided in this Agreement, or for handling UNION business, to include the handling of disputes, while off duty.~~
- ~~D. Authorized representatives shall request and accurately document all compensable UNION time on forms, or using methods, determined by the Chief or their designee.~~
- ~~E. All hours allotted for use under this Agreement shall only be for use within that pay period and shall not accrue or be combined with other hours allowed during subsequent or previous~~

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periods.

- ~~F. Normally, grievances shall be filed and processed during the non-work time of both the grievant and the authorized representative. In an emergency, the employee may contact their immediate supervisor to request relief from their current assignment to consult with their authorized UNION representative. In such event, the authorized UNION representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical. Pending relief, the employee shall continue to perform their assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Chief or their designee. Upon being granted relief, the employee or authorized representative shall be placed on Authorized Leave Without Pay status until such time that they complete their consultation and return to a work status.~~
- ~~G. The City shall allow authorized UNION representatives, who are not City employees or who are off-duty City employees, to visit City facilities for the purpose of administering the provisions of this Agreement at such times and places that do not interfere with the operations of the City, or conflict with other provisions of this Agreement, after first obtaining permission from the Chief or their designee. The Human Resources department shall be notified of such visits.~~

~~A. .~~

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Jo M. Richards
Management

12/28/23
Date

Christopher Johnson
Union

Jan 18, 2024
Date

68. WORKER’S COMPENSATION (TA 12/14/23)

All bargaining unit members are covered under the provisions of the New Mexico Worker’s Compensation Act. All on the job accidents must be reported immediately to the employee’s supervisor. Any questions regarding Workers’ Compensation or on-the-job injuries, should be directed to the City’s Risk Management Department and/or Finance Department.

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<u>Jo M. Richards</u>	<u>12/28/23</u>	Christopher Johnson	Jan 18, 2024
Management	Date	Union	Date

~~69. 48-96 SCHEDULE IMPLEMENTATION TA 12/14/23~~

~~The 48-96 schedule implementation shall occur no later than the first full pay period after July 1, 2022. This article shall automatically expire with the implementation of such schedule. Notification of the implementation date will be given at least thirty (30) days before the start of the 48-96 schedule. Implementation progress updates will be given during Labor Management meetings.~~

Signature: Christopher Johnson
Christopher Johnson (Jan 18, 2024 17:10 MST)
Email: cjohnson@lascruces.gov

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<u>Jo M. Richards</u>	<u>05.05.24</u>	<u>Christopher Johnson</u>	<u>05/06/2024</u>
Management	Date	Union	Date

69. VOLUNTARY REQUESTS FOR ASSISTANCE

The Department will not take any adverse employment action against an Employee who voluntarily seeks treatment for drug and/or alcohol abuse prior to an incident, reasonable suspicion or being ordered to submit to a drug and/or alcohol test. A request for treatment shall not be considered reasonable suspicion sufficient to order submission to a drug and/or alcohol test. If a reasonable suspicion exists without considering the Employee's request for treatment, such a request for treatment will not preclude discipline or an order to submit to a drug and/or alcohol test in accordance with applicable city manager policy.

The Department shall make available, through an Employee Assistance Program (EAP), a means by which employees may obtain referrals and treatment. All such requests shall be confidential. When undergoing such evaluation and treatment, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Multiple request and entry into assistance that creates an impact to the operations of the department, may result in discipline up to and including termination.

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<u>Jo M. Richards</u>	<u>04.30.24</u>	<u>Christopher Johnson</u>	<u>30/04/24</u>
Management	Date	Union	Date

70. Promotion Board Representation

The Union will have ~~at minimum~~ one designated ~~non-scoring~~ representative on promotional processes for all ~~bargaining unit~~ ranks within the Las Cruces Fire Department as identified in Article 54 Recognition. ~~including Driver, and Lieutenant, Battalion Chief, Deputy Chief, and Chief., as well as inclusion on the promotion/hiring board of the City Manager.~~

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<i>Jo M. Richards</i>	05.05.24	Christopher Johnson	May 6, 2024
_____	_____	_____	_____
Management	Date	Union	Date

71. PARENTAL LEAVE

In accordance with the City’s Personnel Manual, bargaining unit members will be entitled to parental leave. 56-hour schedule members will have leave converted at a rate of 1.4 (e.g. 160 hours for 40-hour schedule, 224 hours for 56-hour schedule).

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TENATIVE AGREEMENT

Jo M. Richards

05.05.24

Christopher Johnson May 6, 2024

Management

Date

Union

Date

72. CITY BENEFIT LEAVE

~~All other~~ Any new leave types that become identified in the City of Las Cruces Personnel manual, are afforded to other non-represented city members, and not identified within the collective bargaining agreement, will be afforded to Union members. A 40-hour schedule will receive hour for hour and leave a benefit will be converted using a factor of 1.40 to total hours based on the 56 Hour Work schedule.



City Council Action and Executive Summary

3071; Council
Bill 24-029

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☐ 6	☐ N/A
1st Reading:	June 17, 2024			Adopted:	July 1, 2024		
Drafter:	Adam Ochoa			Department:	Community Development		
Program:	Community Planning			Line of Business:	Community Planning		
Title:	AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 2.567 + ACRES AND LOCATED AT 2605 BATAAN MEMORIAL WEST. SUBMITTED BY KARY BULSTERBAUM, REPRESENTATIVE. (24ZO0500035).						

TYPE OF ACTION: ☐ Administrative ☐ Legislative ☒ Quasi-Judicial

PURPOSE(S) OF ACTION:
Zone change.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City Council is required to review and take final action on zone changes per Section 38-10 B. 2. b. and 38-13 A. of the 2001 Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulations uniformly govern the use, placement, spacing, density, bulk, height, and size of buildings and/or land.

The applicant is requesting a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity) for property approximately 2.567 acres in size and located at 2605 Bataan Memorial West. The purpose for the proposed zone change is to bring the property into compliance with the 2001 Zoning Code, as amended and allow for future development of the vacant/undeveloped property.

The subject property is considered non-conforming as it does not meet a C-2 zoning district development standard of a maximum lot size requirement of 1 acre. The proposed zone change request to C-3 (Commercial High Intensity) would bring the property into compliance with the 2001 Zoning Code, as amended. When the subject property was initially zoned C-2 in 1988, the C-2 zoning designation was the most intense commercial zone in the City of Las Cruces and it had no maximum lot size requirement just like the current and proposed C-3 zoning designation.

The property is located along Bataan Memorial West in an area of the City of Las Cruces where a variety of high intensity commercial land uses and zoning exist and are allowed. The property has direct access to Bataan Memorial West a classified minor arterial roadway as designated by the MPO Thoroughfare Map and the Elevate Las Cruces Future Thoroughfare Map where large-scale commercial development is encouraged.

According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcel falls within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development.

Agenda Item #9.1.

The uses surrounding the subject property are congruous to the suburban place type. Additionally, various comprehensive goals and policies support the proposed zone change and it should not pose any conflict with the existing neighborhood.

On April 23, 2024, the case was heard by the Planning and Zoning Commission at their regular meeting. The Planning and Zoning Commission voted 4-0-0 (one Commissioner vacancy, two Commissioners absent). The zone change was approved on the consent agenda.

SUPPORT INFORMATION:

[Exhibit A - Site Plan](#)

[Exhibit B - Findings](#)

[Attachment A - P&Z Staff Report](#)

[Attachment B - 04-23-24 P&Z Minutes](#)

PLAN(S):

Other, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval. The subject property located at 2605 Bataan Memorial West will be rezoned from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity).
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current C-2 (Commercial Medium Intensity) will remain.
3. Vote to "Amend"; this could allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

ORDINANCE 3071; COUNCIL BILL 24-029

AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 2.567 + ACRES AND LOCATED AT 2605 BATAAN MEMORIAL WEST. SUBMITTED BY KARY BULSTERBAUM, REPRESENTATIVE. (24ZO0500035).

The City Council is informed that:

WHEREAS, Kary Bulsterbaum, representative, has submitted a request for a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity); and

WHEREAS, the subject property is approximately 2.567 acres in size, is vacant/undeveloped, and the proposed zone change will bring the property into compliance with the 2001 Zoning Code, as amended; and

WHEREAS, the proposed C-3 (Commercial High Intensity) zone is consistent with the Suburban Neighborhood Place Type per the Elevate Las Cruces Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on April 23, 2024, recommended that the zone change request be approved by a vote of 4-0-0 (one Commissioner vacancy, two Commissioners absent).

NOW, THEREFORE, Be it Ordained by the Governing Body of the City of Las Cruces:

(I)

THAT the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned C-3 (Commercial High Intensity).

(II)

THAT the zoning is based on the findings contained in Exhibit "B", attached hereto and made part of this Ordinance.

(III)

THAT the zoning of said property be shown accordingly on the City Zoning Atlas.

(IV)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #9.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

JUNE 1988

FINDINGS

- The subject property is currently zoned C-2. The proposed zone change request to C-3 would bring the subject property into compliance with the 2001 Zoning Code, as amended in terms of lot size (2001 Zoning Code, Article 4, Section 38-32D).
- The subject property is located along a minor arterial roadways where high intensity commercial uses and zoning such as the proposed C-3 zoning designation are encouraged.
- The proposed zone change will help ensure that the subject property remains sensitive to the character of the existing neighborhood. (2001 Zoning Code, Article 1, Section 38-2L).
- Based upon staff's analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces; is compatible with adjacent uses and zoning districts; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.



CITY OF LAS CRUCES

Planning & Zoning Commission 04/23/2024

CASE 24ZO0500035: REZONING

STAFF CONTACT:	Adam Ochoa, (575) 528-3204
OWNER:	Penny P. Salome
REPRESENTATIVE:	Kary Bulsterbaum
DISTRICT:	District #5
SITE ADDRESS:	2605 Bataan Memorial West
EXISTING ZONING:	C-2 (Commercial Medium Intensity)
REQUEST:	Rezone to C-3 (Commercial High Intensity)
RELATED APPLICATIONS:	N/A
STAFF RECOMMENDATION:	Approval

SUMMARY OF CASE 24ZO0500035:

The applicant is requesting a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity) for a property encompassing 2.567 ± acres and located at 2605 Bataan Memorial West to bring the property into compliance with the 2001 Zoning Code, as amended.

SUMMARY OF RECOMMENDATION:

Staff is recommending **APPROVAL** based on the findings listed below:

- The subject property is currently zoned C-2. The proposed zone change request to C-3 would bring the subject property into compliance with the 2001 Zoning Code, as amended in terms of lot size (2001 Zoning Code, Article 4, Section 38-32D).
- The subject property is located along a minor arterial roadways where high intensity commercial uses and zoning such as the proposed C-3 zoning designation are encouraged.
- The proposed zone change will help ensure that the subject property remains sensitive to the character of the existing neighborhood. (2001 Zoning Code, Article 1, Section 38-2L).
- Based upon staff's analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces; is compatible with adjacent uses and zoning districts; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.

ZONING

PROPOSAL AND LAND USE HISTORY

PROJECT DESCRIPTION:

The property proposed for rezoning is located at 2605 Bataan Memorial West. The subject property is currently vacant/undeveloped and non-conforming and before any development can occur the property is required to come into compliance with the 2001 Zoning Code, as amended. The subject property is currently zoned C-2 (Commercial Medium Intensity) and the C-2 zoning district has a maximum lot size requirement of 1 acre making the property non-conforming. The proposed zone change request to C-3 (Commercial High Intensity) would bring the property into compliance with the 2001 Zoning Code, as amended.

The applicant is requesting the zone change to C-3 to allow for any future development.

LAND USE HISTORY:

The subject property is vacant/undeveloped.

ZONING DECISION CRITERIA AND POLICIES

POLICY	DOES IT COMPLY?
<u>Neighborhood Character and Compatibility</u>	Yes
<u>Elevate Las Cruces Comprehensive Plan</u>	Yes
<u>Mesilla Valley Metropolitan Planning Organization (MPO) Thoroughfare Plan</u>	Yes
<u>Purpose and Intent of the Code: Section 38-2</u>	Yes
<u>Criteria for Decisions: Section 2-382</u>	Yes
<u>New Mexico Case Law</u>	Yes

NEIGHBORHOOD CHARACTER AND COMPATIBILITY:

The property is located along Bataan Memorial West in an area of the City of Las Cruces where a variety of high intensity commercial land uses and zoning exist and are allowed. The proposed zone change is compatible to the zoning of the properties located along this stretch of Bataan Memorial West. Any future development will be required to follow all development and design standards of the C-3 zoning district.

COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:

According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcels fall within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development.

The following goals, policies, and actions from Elevate Las Cruces are relevant to the proposed Zone Change:

- Community Environment:
 - Goal CE-1: Balanced Growth – Encourage efficient land use development patterns that accommodate projected growth

sustainable manner.

- Community Livability:
 - Goal CL-7: Transportation-land use connection-develop an accessible and efficient transportation system that provides seamless connectivity to surrounding land uses and complements various development patterns.
 - Policy CL-7. 2: Promote street interconnectivity within and between neighborhoods, between commercial developments, and within town centers and neighborhood centers.
- Community Prosperity
 - Goal CP-4: Diversification - Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
 - Policy CP-4. - Support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students.
 - Action CP-4.2.2 - Improve administrative process and procedures to eliminate barriers that impede the expansion of office, commercial or industrial developments.

As the uses surrounding the subject property are congruous to the suburban place type and well supported by various comprehensive goals and policies, staff feels the application is justified and should pose no conflict with the existing neighborhood.

COMPLIANCE WITH MPO THOROUGHFARE PLAN:

Bataan Memorial West is classified as a minor arterial by the MPO Thoroughfare Map and the Future Thoroughfare Map in Elevate Las Cruces. Large scale commercial developments are encouraged along higher roadway classifications to accommodate increased traffic flow. Based on the roadway designation, the proposed zone change is appropriate for this area.

CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:

The relevant purpose and intent statements to the proposed rezoning are:

- A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
- C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
- H. Encourage the conservation of energy in the use of structures, buildings, and land.
- K. Encourage development of vacant properties within established areas.

- L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
- N. Conserve the value of buildings and land.

The proposed zone change would allow for the future development of the subject property in an area where there are no known adverse offsite impacts or potential risks to the public's safety, health and welfare.

CRITERIA FOR DECISIONS:

- Impairment of adequate supply of light and air to adjacent property;
- Unreasonable increase in potential traffic;
- Increase the danger of fire or endanger the public safety;
- Determent of orderly and phased growth;
- Impairment of the public health, safety or general welfare of the city;
- Establishment of a spot zone; or the
- Contradiction of the purpose and intent of the zoning code, sign code, design standards and other companion codes.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making an affirmative recommendation to City Council regarding the zone change request. Staff also considered the Criteria for Decisions above and has deemed the zone change request appropriate with a recommendation of approval.

NEW MEXICO CASE LAW:

1. There was an error when the existing zoning map pattern was created; or
2. Changed neighborhood or community conditions justify the change; or
3. A different use category is more advantageous to the community, as articulated in the Comprehensive Plan or other applicable City master plan(s), even though criterion (1) or (2) above do not apply because
 - a. there is a public need for a change of the kind in question, and
 - b. that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

The proposed zone change would bring the subject property into compliance with the current 2001 Zoning Code, as amended. The zone change is required in order to allow for the property's future development and would be advantageous for the community as a whole.

DEVELOPMENT STANDARDS

SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:

The subject property is zoned C-2 and encompasses 2.567 ± acres. Currently the subject property is non-conforming due to the maximum lot size requirement under the C-2 zoning designation. No development would be permitted until a rezone occurs for the subject property.

SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:

The proposed zone change will allow for the future development of the subject property. Any future development will be required to follow all requirements of the C-3 zoning district. All uses outlined in the C-3 zoning district would be permitted.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES:

City water, and gas are available for the site and are adequate for any potential new construction. Sewer service will need to be extended with any future development. Bataan Memorial West is paved, including curb, gutter, and lighting. No additional improvements are currently required.

FLOOD PLAIN:

The property is not located in a flood zone.

STAFF AND PUBLIC COMMENTS

PUBLIC NOTIFICATION AND INPUT:

Notice of a Public Hearing was mailed to all property owners within 500 feet on April 8, 2024, for the Planning and Zoning Commission meeting. No public comment was received for the proposed zone change at the time of the drafting of this report.

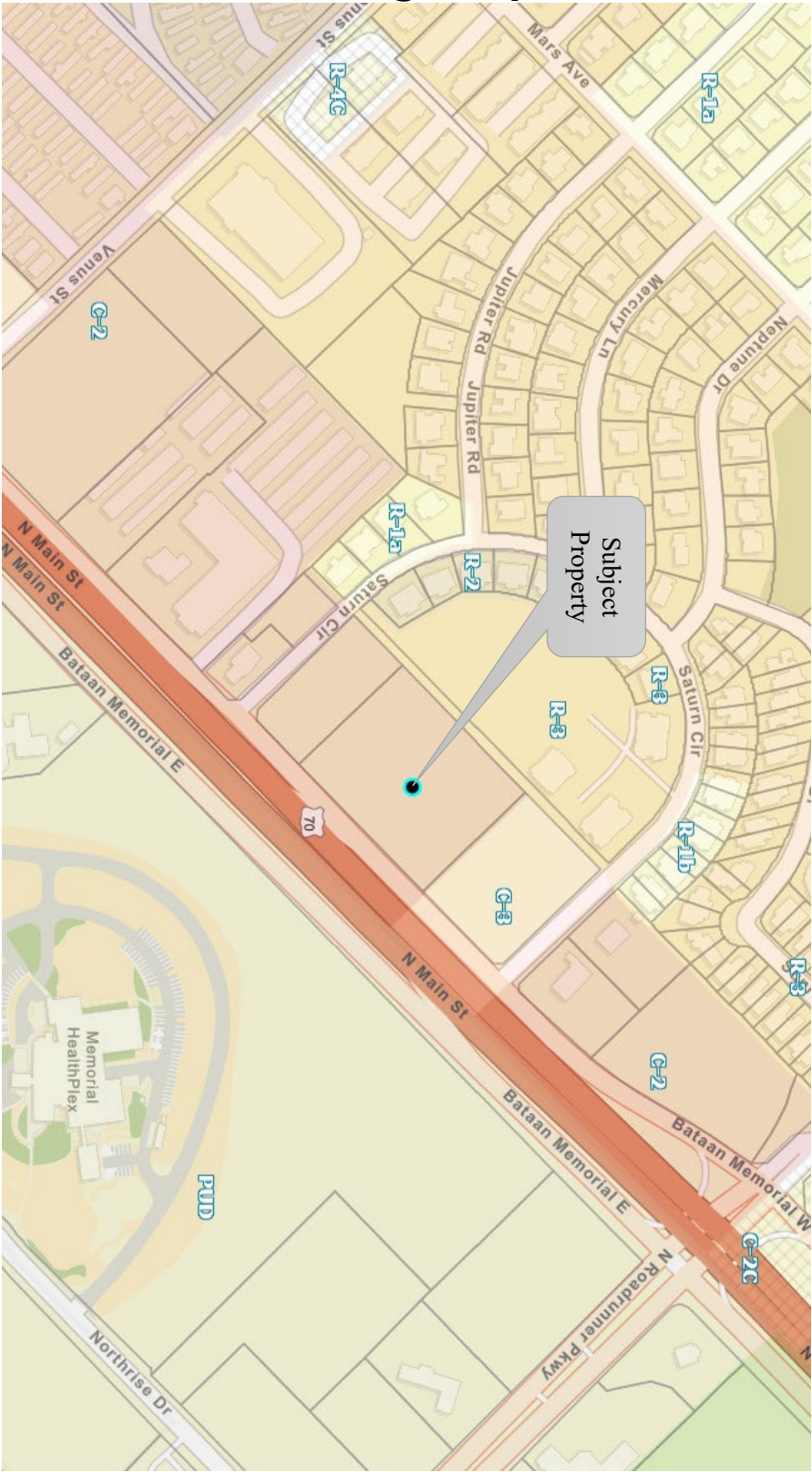
STAFF COMMENTS:

No reviewing departments had any negative comments and there have been no objections to the proposed rezoning.

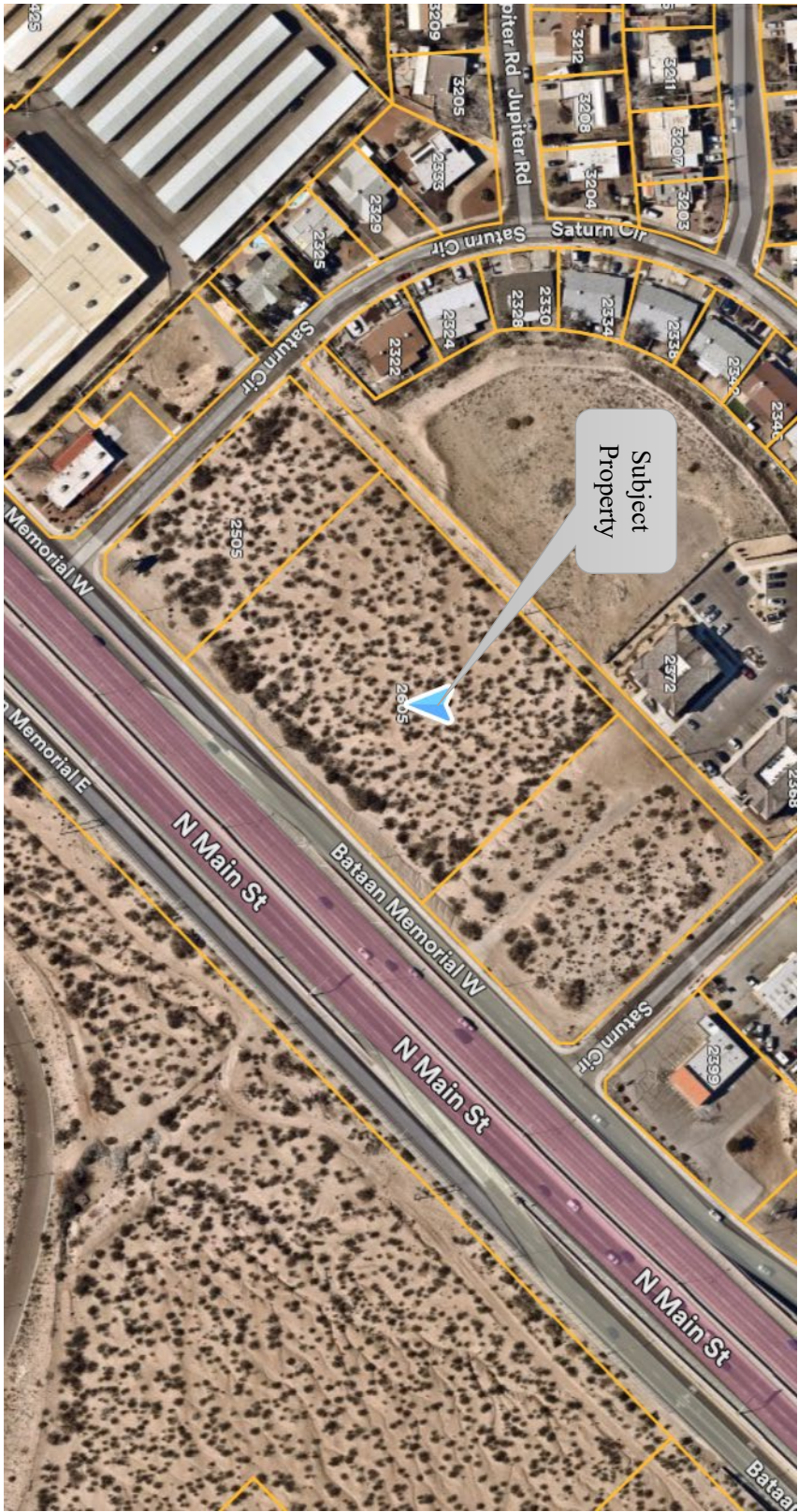
ATTACHMENTS:

1. Zoning Map
2. Aerial Map
3. Survey/ Site Plan
4. Applicants Documents
5. Department Comments

ATTACHMENT 1
Zoning Map



ATTACHMENT 2
Aerial Map



ATTACHMENT 3

Survey/ Site Plan

[illegible]

ATTACHMENT 4

Applicants Documents

Project Description:

2605 Bataan is zoned C-2 and consists of 2.57 acres. It needs to be zoned C-3 to be in compliance. There is no intended development use at this time. It is purely a compliance zone change request.

ATTACHMENT 5

Department Review Comments

Department: Planning

Status: YES

Department: Right Of Way

Status: YES

Department: Long Range Planning

Status: YES

Department: Traffic Engineering

Status: YES

Department: Engineering

Status: YES

Department: Utility Engineering

STATUS: YES

Department: Fire

Status: YES

Department: City MPO

Status: YES



CITY OF LAS CRUCES

**PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
April 23, 2024 at 6:00 p.m.**

BOARD MEMBERS PRESENT:

Scott Kaiser, Chair
Enrico Smith, Vice-Chair
Connor Murray, Member
Joaquin Acosta, Member

BOARD MEMBERS ABSENT:

STAFF PRESENT:

David Weir, Deputy Director Community Planning
Vincent Banegas, Interim Planner
John Castillo, Planner
Brad Douglas, CLC Attorney's Office
Becky Baum, Recording Secretary, RC Creations, LLC

1. CALL TO ORDER (6:02)

Kaiser: Okay, it's 6:02. We'll go ahead and call this meeting to order. Welcome to the April 23rd City of Las Cruces Planning and Zoning Commission meeting. Before we get started I just want to announce that I learned this evening that Commissioner Bennett has resigned from the Commission. Sounds like there's a new job and the time, the scheduling is just not going to work out. So I just wanted to express, even though he's not here, express our appreciation for his service on this committee. It was a pleasure to serve with him. We will certainly miss him. And if there's anybody in the audience who's interested in sitting up here, we welcome new members.

2. APPROVAL OF MINUTES – March 26, 2024

Kaiser: So with that we will go ahead and get started looking at the minutes from the meeting back in March. There any comments or edits? I just had one. Wanted to note that the board members absent, Vanessa Porter, Commissioner Vanessa Porter was not listed there. So just want to make that correction. And with that correction, can I get a motion to approve?

Agenda Item #9.1.

1 Smith: I move that we approve the minutes from the last meeting.

2

3 Acosta: I second.

4

5 Baum: Board Member Acosta.

6

7 Acosta: Yes.

8

9 Baum: Board Member Smith.

10

11 Smith: Yes.

12

13 Baum: Board Member Murray.

14

15 Murray: Yes.

16

17 Baum: Chair Kaiser.

18

19 Kaiser: Yes.

20

21 Baum: Motion passes.

22

23 **3. CONFLICT OF INTEREST**

24

25 Kaiser: Okay, any conflicts of interest tonight? Seeing none.

26

27 **4. POSTPONEMENT**

28

29 Kaiser: All right, postponements. As I announced, we do have one postponement
30 tonight. Item 9.1 will be postponed until the May 28th meeting. So
31 apologies for those of you who came out to hear that item this evening. We
32 will hear it next month.

33

34 **5. ACCEPTANCE OF THE AGENDA**

35

36 Kaiser: So with that change, can I get motion to accept tonight's agenda?

37

38 Acosta: Motion to accept tonight's agenda.

39

40 Smith: I second.

41

42 Baum: Board Member Acosta.

43

44 Acosta: Yes.

45

46 Baum: Board Member Smith.

1
2 Smith: Yes.

3
4 Baum: Board Member Murray.

5
6 Murray: Yes.

7
8 Baum: Chair Kaiser.

9
10 Kaiser: Yes.

11
12 Baum: Motion passes.

13
14 **6. PUBLIC PARTICIPATION**

15
16 Kaiser: All right. Moving on to public participation. Is there anybody in tonight's
17 audience who wishes to speak on an item that is not on tonight's agenda?
18 I see three hands. All right, we will go ahead and give each of you three
19 minutes to speak.

20
21 Bernal: Good evening. My name is Dolores Bernal.

22
23 Kaiser: And do you swear or affirm that the testimony you're about to give is the
24 truth and nothing but the truth under penalty of law?

25
26 Bernal: Yes.

27
28 Kaiser: Go ahead.

29
30 Bernal: Dear Commissioners and City employees present. On April 10, 2024 I and
31 two other residents member of the group Save the Roadrunner filed an
32 appeal to case number 23CS0500013. The case is about the subdivision
33 of the 56 acres of land that the City plans to develop for the Apodaca
34 Blueprint project and the Villa Mora Mata Dam project at Madrid and Triviz.
35 The appeal leaves several reasons for holding the project including
36 violations to the municipal code, as well as state and federal laws. Even
37 though this appeal was filed by three people, our group has received over
38 100 comments from residents who want the City of Las Cruces to stop
39 unchecked development from continuing.

40
41 Development in Las Cruces has gone unchecked because you approve
42 these projects without any studies that inform you on the harm done to the
43 native wildlife and plants that are killed and destroyed at the construction
44 sites. In case you are not aware, the City of Las Cruces does not require
45 environmental impact reports for 99% of the project it proves at these
46 meetings. So again, the City of Las Cruces does not require environmental

1 impact reports for any of the projects that you approve at these meetings.
2 Mr. David Weir, the Director of Community Development told me and
3 another member recently that there is no one in the City government that
4 manages issues related to native wildlife and their habitat. No one. By the
5 way, thank you Mr. Weir for sharing that information with us. Appreciate the
6 transparency. The City lacks the expertise and insight of a professional who
7 understands the role wildlife plays in our economy, overall community
8 wellbeing, and way of life. I urge the new City manager, the City Council,
9 you to change how development in Las Cruces is approved. The City
10 manager and his staff need to understand that birds, rabbits, and other
11 mammals, as well as native plants are also part of the community and that
12 many of these species are protected. Mitigation plans need to be in place
13 by the City or should be required from the developer. But for now, please
14 remember that every time you come to these meetings, and Mr. Ochoa or
15 anyone else submit something for you to approve, nothing has been done
16 about the wildlife that lives in those areas. I'm not sure how anyone working
17 for the City can sleep at night knowing that their job involves having wildlife
18 die crushed by bulldozers. Seriously, how can you sleep at night? Maybe
19 you can't.
20

21 Kaiser: Thank you. And we will, whoever wants to go next, two of you. Please state
22 your name for the record.
23

24 Parsons: Dana Parsons.
25

26 Kaiser: And do you swear or affirm that the testimony you're about to give is the
27 truth and nothing but the truth under penalty of law?
28

29 Parsons: Yes.
30

31 Kaiser: Go ahead.
32

33 Parsons: I'm here with Save the Roadrunner. I'm concerned with how recent, current,
34 and planned developments are affecting our local and migratory wildlife.
35 These developments are not taking the proper precautions to protect our
36 local habitats that are essential to the survival of many species such as the
37 Greater Roadrunner. These projects are a mirror image of the City's past
38 developments that led to the decline of the burrowing owl, which were once
39 prevalent within the City and now have not been reported cited in three
40 years. Las Cruces being in the Chihuahuan Desert and close to the border,
41 there are species that exist here that can't be seen in the rest of the United
42 States. And saving these species doesn't mean slowing our economic
43 progress. Ecotourism is the fastest growing and one of the largest drivers
44 of economic growth in the world. People come from very far to visit our
45 region of the country hoping to see something unique, or something they've
46 never seen before. I've come across people from states as far away as

Alaska and countries as far away as New Zealand. Our visitors sometimes ask where are the roadrunners? Where are the burrowing owls? If the City continues to develop with its current methods, other species will meet the same fate as the burrowing owl. And once gone, they will likely remain gone forever. It is clear that the City is rushing to develop these areas with disregard to the habitats of our local and migratory wildlife. Local ordinances such as Section 34-125, and the better interest of the community, and this disregard will lead to a breakdown of the people's trust in the City of Las Cruces and irreparable harm to native wildlife populations. Thank you.

Kaiser: Thank you. And we have one more speaker. Please state your name for the record.

Martinez: Grace Martinez.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Martinez: Yes.

Kaiser: Go ahead.

Martinez: My name is Grace Martinez. I was here on the March 26th meeting. And as a member of Save the Roadrunner, I want to emphasize the urgency of acknowledging the Villa Mora project. The impact on our community here. Okay, during the March 26th meeting I highlighted how this development threatens to destroy the natural habitat of our beloved wildlife. As my peers here have also stated to you how important this is to us. This is including the iconic roadrunner. Moreover, the residents in the area are opposed to this project, yet their voices seem to be ignored. When will our voices matter to the council here? When will our voices matter to the City? It's crucial that we demand more community involvement and input in these projects. So I would like to be considered and our project also here as Save the Roadrunner be taken more seriously. Thank you.

Kaiser: Thank you. Okay, anybody else in the audience who wishes to speak on an item that is not on tonight's agenda? All right, seeing none. We'll close public comment.

7. CONSENT AGENDA

7.1 Case No. 24ZO3000077: A request for approval of a Planned Unit Development (PUD) Final Site Plan, known as Metro Verde Arcadia Phase 5 & 6, located within the Metro Verde PUD area. The proposed subdivision encompasses 30.00 ± acres, is zoned PUD and located on the southwest corner of Arroyo Road and

Sentinel Avenue. The final site plan proposes 131-single-family residential lots with one tract of land for drainage and another tract of land for the mailbox cluster that will each be dedicated to the City of Las Cruces. Submitted by Sierra Norte Development Inc., property owners. City Council District 5.

7.2 Case No. 24ZO0500034: A proposed zone change request from C-2 (Commercial Medium Intensity) to C-3 (Commercial Medium Intensity) on a property encompassing 1.40 ± acres and located at 3200 W. Picacho Avenue. The zone change request seeks bring the property into compliance with the 2001 Zoning Code as, amended and allow for the future redevelopment of a commercial land use. Submitted by Allure Homes, representative. City Council District 4.

7.3 Case No. 24ZO0500035: A request to approve a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity) for a parcel encompassing 2.67 ± acres in size and located at 2605 Bataan Memorial West. The proposed zone change will bring the property into compliance with the 2001 Zoning Code. Submitted by Kary Bulsterbaum, Representative. Council District 5.

7.4 Case No. 24ZO0500038: A request to approve a zone change from C-2 (Commercial Medium Intensity) to C-3 (Commercial High Intensity) for property (replat of 2 lots into one is pending) having a total acreage of ± 2.32 acres in size and located at 2999 Bataan Memorial West (northwest corner of Bataan Memorial West and Roadrunner Parkway). Submitted by Chris Sveum – Atwell, LLC on behalf of Yesway, Inc. City Council District 5.

Kaiser: And we will move on to the consent agenda. We do have a number of items here. We've got 7.1, 7.2, 7.3 and 7.4. Is there anybody in the audience who wishes to hear a, or wants a discussion on any of those items? All right, seeing no hands raised, we will just proceed with the consent agenda. So looking for a motion to approve tonight's consent agenda.

Smith: I move that we approve tonight's consent agenda.

Acosta: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

8. OLD BUSINESS

Kaiser: Okay, we have no old business.

9. NEW BUSINESS

9.1 Case 22ZO0500156: A request to approve a zone change from R-1a (Single-Family Medium Density) to R-4 (Multi-Dwelling High Density & Limited Retail and Office) for land ± 5.00 acres in size and located at 2795 N. Roadrunner Parkway. Submitted by Tafiq Hindash – AJ Construction, LLC on behalf of Mohamed Aswad, M.D., property owner. City Council District 3.

Kaiser: And our one new business item, item 9.1 was rescheduled for May 28th.

10. DISCUSSION

Kaiser: So with that, is there any discussion or staff announcements? Okay, I actually have one item I wanted to bring up. On Saturday, I was out and about running some errands and drove by the athletic complex that's on Hadley Avenue, and noticed that the City had paved over what I can approximate to be about four acres of what used to be a dirt parking lot. It is now entirely asphalt there at the corner of Hadley and Walnut. There was zero landscaping provided as part of that project. And it does not appear that there was any additional stormwater management facilities that were built as part of that pave paving project as well. That is pretty upsetting to be honest that in the year 2024 given everything that we know about the urban heat island, climate change, our summers are not getting any cooler, last year was the hottest on record. National forecasts are projecting that this year may also be hotter than last year. And we know the impact of that kind of a mountain of asphalt that has on our neighborhoods, on our residents, on public health. In fact, a couple of years ago there was a study done to evaluate and assess the urban heat island in the City of Las Cruces and its impact on our neighborhoods and public health. And the outcome of that is, is not great.

Moreover, the City was a partner on a grant that through partnership with Doña Ana Soil and Water Conservation District received a million dollars to plant trees over the next five years to mitigate the urban heat island. And then in addition to that, several years ago a pilot project was done on the

bike lane that runs along this now asphalt parking lot. The project was to paint, use a special kind of paint that reflects sunlight and actually mitigates the urban heat island. The unfortunate part is, is the City's actions over the last couple of weeks of paving this parking lot in asphalt have completely undermined that outcome. The amount of asphalt that was poured on four acres will I mean just evaporate any potential gain that that pilot project had on that bike lane.

What's worse in my opinion is that any developer who had brought forward a very similar project would not have gotten staff support. It does not currently meet the development standards, a project like that. And in fact, this committee heard an applicant requesting to waive their landscape requirements for a truck rest stop parking lot, gas station on the West Mesa, the applicant sought to waive the landscape requirements and essentially have acres of asphalt. This body rejected that request. And I feel like the City's actions out there at the athletic complex undermines our authority. I don't know how we can sit here and tell a developer that they have to abide by the development standards when the City doesn't feel that they need to do the same for their projects.

In short, the unfortunate reality is, is that that amount of pavement has essentially created a hellscape come summertime, out there at the park. I don't know how you can honestly think that it would be an enjoyable experience to be in if you're walking to the athletic fields from your car. I mean all it's going to take is a couple of hours of summer sun on that parking lot and it's going to be an absolute furnace. We just had Earth Day yesterday. The City posted on social media accounts talking about making Las Cruces a beautiful and sustainable City. Yes we just paved four acres of asphalt with no landscaping. So I don't know if staff is familiar with that project. I don't know if that was undertaken through Community Development or the Parks department, but if there's any information that you have about whether or not the City has plans to install any stormwater management, low impact development, landscaping, I'd welcome that. But I was just very disappointing to drive by and see the sheer amount of asphalt that was poured out there. That's all I have.

11. STAFF ANNOUNCEMENTS

12. ADJOURNMENT (7:33)

Kaiser: With that, there's no other discussion or announcements, looking for a motion to adjourn tonight's meeting.

Murray: I make a motion to adjourn the meeting tonight.

Smith: I second.

Agenda Item #9.1.

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Kaiser: All in favor.

MOTION PASSES UNANIMOUSLY.

Kaiser: And thank you all for coming out this evening. Really appreciate it. Sorry again about the postponed item. We will see you all in May.

Chairperson