

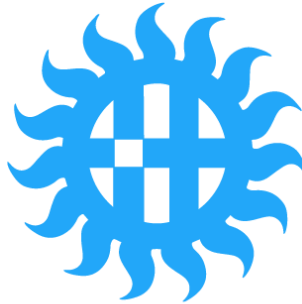
CITY COUNCIL AGENDA

Mayor
Ken Miyagishima

Monday, July 17, 2023 at 1:00 PM
Council Chambers

Mayor Pro Tem
Kasandra Gandara

Councilors
Tessa Abeyta
Becki Graham
Johana Bencomo
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

CITY HALL
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If you need an accommodation for a disability to enable you to fully participate in this event please contact us 72 hours before this event at [541-2115/V](tel:541-2115).

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 Graham.
- 1.2. Jobs of the Week.
- 1.3. Pets of the Week.
- 1.4. Presentation of Certificates of Appreciation/Proclamations - Councilor Graham.
- 1.5. FY23 Audit Entrance Conference - Chris Garner.

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. Regular City Council Meeting of June 5, 2023. 4 - 70
[City Council - Jun 05 2023 - Minutes - Pdf](#)
- 5.2. Regular City Council Meeting of June 20, 2023. 71 - 100
[City Council - Jun 20 2023 - Minutes - Pdf](#)

- 5.3. Work Session of June 26, 2023. 101 - 108
[Work Session - Jun 26 2023 - Minutes - Pdf](#)

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

- 6.1. RESOLUTION NO. 24-008: A RESOLUTION AUTHORIZING THE DESTRUCTION OF RECORDS THAT HAVE MET THEIR LEGAL RETENTION. 109 - 231
[Resolution No. 24-008 - Pdf](#)
- 6.2. RESOLUTION NO. 24-009: A RESOLUTION TO ACCEPT THE GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, MUNICIPAL ARTERIAL PROGRAM, FOR THE FISCAL YEAR 2023/2024, FOR INTERSECTION IMPROVEMENTS ALONG SPRUCE AVENUE IN THE AMOUNT OF \$300,000, REQUIRING A CITY MATCH IN THE AMOUNT OF \$100,000, FOR A TOTAL PROJECT COST OF \$400,000. 232 - 251
[Resolution No. 24-009 - Pdf](#)
- 6.3. RESOLUTION NO. 24-010: A RESOLUTION TO AWARD INDEFINITE COST, INDEFINITE QUANTITY CONTRACTS FOR TRAFFIC ENGINEERING SERVICES ON AN AS-NEED BASIS TO BOHANNAN HUSTON, INC.; HORROCKS; KIMLEY-HORN AND ASSOCIATES, INC.; LEE ENGINEERING, LLC; MOLZEN CORBIN; STANTEC CONSULTING SERVICES, INC.; WHPACIFIC, INC.; AND WILSON & COMPANY, INC., FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 22-23-045). 252 - 424
[Resolution No. 24-010 - Pdf](#)

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

- 7.1. RESOLUTION NO. 24-011: A RESOLUTION APPROVING THE JUNE 30, 2023 QUARTERLY FINANCIAL REPORT TO SUBMIT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION. 425 - 430
[Resolution No. 24-011 - Pdf](#)
- 7.2. RESOLUTION NO. 24-012: A RESOLUTION TO APPROVE THE FISCAL YEAR 2023-2024 ANNUAL INTERNAL AUDIT PLAN. 431 - 470
[Resolution No. 24-012 - Pdf](#)
- 7.3. RESOLUTION NO. 24-013: A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND SIERRA NORTE DEVELOPMENT, INC., FOR THE DESIGN AND CONSTRUCTION OF A NEIGHBORHOOD PARK LOCATED IN THE METRO PARK VILLAGE PHASE 4 SUBDIVISION, IN AN AMOUNT NOT TO EXCEED \$343,200.00. 471 - 477
[Resolution No. 24-013 - 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. 24-001; ORDINANCE NO. 3043: AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SUBDIVISION VII. CONVENTION AND VISITORS BUREAU ADVISORY BOARD OF THE LAS CRUCES MUNICIPAL CODE 1997, AS AMENDED.

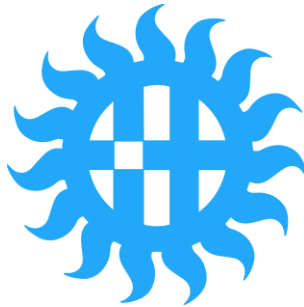
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10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. ADJOURNMENT



MINUTES

City Council

Monday, June 5, 2023 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR GANDARA.

1.2 PETS OF THE WEEK.

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

1.3 JOBS OF THE WEEK.

Giselle Palomares, New Mexico Workforce Connections presented Jobs of the Week.

1.4 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR GANDARA.

Mayor Pro Tem Gandara presented Guzman's Martial Arts with the Mayor's Certificate for Community Service.

Councilor Abeyta read a proclamation for Gun Violence Awareness Day.

Councilor Abeyta presented Denise Chavez with a proclamation for the Corazon Collective Day.

Councilor Abeyta presented Bobbie Green with a proclamation for Juneteenth Day.

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

2.1

There was none.

3. PUBLIC PARTICIPATION

3.1

Kathe Stark, Member of the Public said the City's Animal Control web page has a quote on it and that quote states "The greatest of nations and its moral progress can be judged by the way its animals are treated." In this case I am going to substitute the city for the nation. We are in the eye of a storm right now. It is a storm of dogs, puppies, cats, and kittens. Should have been anticipated with Covid having the protection of PPE and the vets having to reduce their surgeries to emergencies including spay and neuter. For years we as a city have admitted we have an over population of companion animals and the legislative intent in the ordinance includes population management primarily through sterilization. Funding for TNR was verbally committed at several meetings but no funding was allocated when the ordinance was adopted or in the subsequent fiscal year and funding for the next fiscal year is inadequate. I requested that you consider a voucher program to help residents access spay and neuter services within the region. Mr. Thacker was correct when he told you that a voucher system for surgery would cost more than if the shelter would do the surgery. There is capacity in the surrounding area and the shelter simply cannot keep up with demand because the county provides animal funding to SNAP for spay and neuter copayments for county residents have remained low. However, because SNAP also provides vouchers to city residents but does not receive city funding the copayment now for SNAP vouchers for city residents has had to go up. Recues have been telling me that this is the worst year that they have experienced and so I thought I would go check the numbers. In May of this year 932 dogs and cats have gone into the shelter compared to 756 last year. People need help. They are asking for help. Everyday on social media somebody is asking for help. You stated a group should be reconvened to revisit the new ordinance, to the best of my knowledge no such meeting has been set. AAFC spent months doing research drafting and submitting a proposal ordinance for discussion including provisions for spay and neuter along with a 61 page document that documents our researched for justification for the proposed changes. ASCMV has been recruiting a veterinarian for over two years now. With a nationwide shortage of vets, if you were a vet looking for a new job and you could go just about anywhere in the country, would you come to Las Cruces with an inadequate ordinance and a high kill rate? Governments fund what they prioritize and actions speak louder than words. You have passed your budget for the next fiscal year and the over population of companion animals is going to continue. We can continue to spend money euthanizing animals, dogs and cats as the reproduction continues and it is exploding or you can begin to seriously allocate funds to begin to control the population and keep the legislative intent in the ordinance.

Diane Starbuck, Member of the Public said I am with Animal Advocates for Change. I was really hopeful when this council was elected that there would be change for animal welfare. Now I am disillusioned, disappointed and I am getting angry. I am appalled at the number of the Animal Service Center's killings of healthy dogs and cats because there is not enough room and who's fault is this shameful and unethical situation. It is not the Animal Service Center's, it is yours. You're the ones that make

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the rules, the laws, and you have failed the animals of Las Cruces. You have failed to enact a progressive and best practice animal welfare ordinance that would include a funded mandatory spay and neuter law. You cannot kill your way out of this horrendous situation. Why hasn't the council passed a mandatory spay and neuter law? That is the question especially when New Mexico already has 7 cities and 2 counties that have mandatory spay and neuter laws. There are also other cities and counties that have low cost spay and neuter services. This is just shameful for Las Cruces. At the end of the meeting when you give your personal statements I would like to hear why you have not made the animals of Las Cruces a priority because I can see what you can do when you do make something a priority. When you have passion about an issue. There was a street name that was discriminatory, terrible, you had obstacles to change the street name but you got it done. I would like to see the same thing happen for animal welfare.

Dawn Dunkin, Member of the Public said I am the founder and chair of Animal Companions of Las Cruces. I love this city and I don't want to leave this city and I want to support all of you and the work you do. When we did the Pledge of Allegiance, we said justice for all. A lot of the times we think that is just for humans. I care about what happens to children and elders because I think we better but those of us who are human adults we throw a lot of money at us when we can do a lot for ourselves but our animals cannot save themselves the grief that they live in everyday in this city. Our shelters are overwhelmed. Our veterinarians are overwhelmed. You know that my organization is working very hard with all of our veterinarians and our shelter to recruit but we can't recruit more staff, more vets here if we aren't willing to give them the money to come. So, it is a human and animal situation. I live in District 5, Becky's District along the desert and I can tell you then number of animals that wander, that are tossed there, that are lost there is unbelievable. The number of animals that I post on a daily basis all over this community to say this animal is lost. An animal will wander much more readily, we know that statistic if they are still intact. So, I urge you today to give money like the county to SNAP. I urge you to work with the animal advocates for change. They have done the research. I also want to give you one statistic I didn't know last year. This comes from the Center for Disease, from the American Veterinary Association, and census out of a rate of 100 for animal welfare Las Cruces has an 11. That must change.

Mary Rodriguez, Member of the Public said I am with Animals for Change. I came from another county, I lived in the county for 60 years. During that time I was in that county which is Santa Cruz, California which has a population of 267,000 people in 2021 in the county. Dona Ana has 221,000 people in the county as of 2021. Their adoptable dogs in May was 40. The shelter had 40 dogs. The reason is that they had mandatory spay and neuter since the 80's in the city and 90's in the county and it takes years, decades for it to really see that kind of change. I just want to reiterate what everybody else said and the fact that we have 200/300 pets in the shelter and adoptable animals are still being killed it is not right and it doesn't have to be that way.

Keith Wellbly, Member of the Public said I am relatively new to the group, the village that there is in Las Cruces that helps animals and I have to tell you that it is pretty impressive how many people. It's an underground community that all they do is they strive to help these animals. I love the phrase it takes a village but sometimes a

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village needs help from a municipality, and it is kind of where we are at with animals. I can't speak like the rest of these folks can speak because they have been at it for so long. I can tell you that everyday my wife comes home and starts working the problem that seems like it could be helped with the city. Mandatory laws and all the fact and figures are not new to anybody here and not new to anybody there. It just seems to be a lack of political will. One thing I have learned since I have been working is that animals matter to just about everybody. New people to the community they care about animals. When it comes to animals it seems that we are missing in action and it is not that because Las Cruces can't do or tackle big problems, it's not that they are afraid of big problems because you guys tackle them all the time and this is a problem needs to be addressed. I will keep working, my wife will keep working and I will keep working with these beautiful people but literally we have reached a point where we need a municipality to help the village and this is where we are at and I thank you.

Peggy Galarza, Member of the Public said I have four dogs myself and besides the city being responsible for animal control there should also be a leash law on cats. Those cats run like crazy out there. I feel the people who own the pet's responsibility to make sure the spay and neuter laws are enforced and I did that for my puppies for their health and for their environment. I do believe this should be a law for all the animals, cats and dogs.

Jack Eakman, Member of the Public said last fall Mayor Miyagishima appointed me to the Crisis Triage Center Advisory Board. The county established that last year and I am very pleased to serve. I wanted to report since we have had three quarterly meetings so far and the third one was just last week on June 1st. It is a ten member advisory board and they represent the behavioral health hospitals of the area, Community of Hope, and the Alliance of Mental Illness of that nature in the area. They will celebrate their second anniversary at the Crisis Triage Center this month on the 21st. Meetings have been held by Zoom. At the meetings we are provided their quarterly statistics on services performed for guests as they prefer to call the clientele. During the period of February, March, and April 2023, the Crisis Triage Center had 96, 107, and 124 visits, respectively. Guest arrive through police interventions, family members, Dona Ana County Detention Center and self-referrals. Previous guests are welcome to reenter as needs arrive. Capacity at the center is currently three times what is being used. When we look at the April number that was a little over four visits a day. Medicaid is the only medical provider willing to reimburse. The June 1st meeting was third and I thought it would be good to give you an update. No individual cases or staffing details are presented to the advisory board.

Greg White, Member of the Public said I live at 360 El Prado in Las Cruces. I have three things I want to address today. First councilor Bencomo, thank you for your support in getting Melendres adjusted. The residents of Melendres Street and the adjoining streets of El Prado, La Colonia, El Molino, Brown have tried for five years to get that street slowed down. The city Street Department is now doing a pilot project to do traffic calming and it is working. This is a really good thing, and we appreciate it. The second thing is I would like to address the Chief. I want you to know that a number of our neighbors have called in to dispatch asking for the city Police Department to go and stop the road rage racing on Main Street from the Downtown Mall all the way around the loop to Missouri. We have been really pleased by the

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response. It has been fast and it has been consistent. It has been that way since the first contact with the dispatch all the way to your patrol officers. The third thing I wanted to talk about very briefly is how happy I am to see the bicycle patrols out and around. The Kilby Motel as many of you may know was an absolute blight on the City of Las Cruces. It was a center of drug trafficking, prostitution and other violent crimes. We are really glad it is gone. I know it was a private effort but the city was patrolling that area and doing their best to keep crime under control. There is an abandoned building on Main Street and it has been that way for decades. If you want to see a blight and what causes the street does not feel safe to walk down. It is not good thing and I don't know what the city can do but it is about time really to make some effort to condemn the property, take it over, do whatever but that really inhibits revitalization of downtown mall. I will conclude with do the rest of the same thing with El Paseo.

Marcus Tapia, Member of the Public said I volunteer for three different rescues cat and dog. It is past time for this city and county to crack down on backyard breeders. When they don't sell their overpriced puppies they get dumped. I am on call to go and scan lost animals for chip, over half of animals scanned are never chipped. The ones that are chipped are not updated. Lately it has been puppies every day. Where are they coming from? Rescues get countless calls a day asking for help with oops litters, found puppies, and breeders who can't sell their overpriced puppies once again. We need laws. We need mandatory spay and neuter. We don't have enough vets for the influx of spay and neuter, we need more vets. Rescues and shelters are busting at the seams. It is only getting worse. How much euthanasia is it going to take for this city to help. Euthanasia has been double digits this past few weeks and numbers are only going up.

Kelt Quin Cooper, Member of the Public said I wait tables at Hacienda de Mesilla and part time farm hand at the Gutierrez Family Farm about a mile north of Gadsden High School. The reason for me to come up is about five weeks ago I moved back into city limits from San Miguel and within a week of living on Hagerty my vehicle was stolen. It was returned to me within maybe a week later. I got it out of impound. I had to pay for my own stolen vehicle to pull it out of impound. What was interesting was the individual that was taken out of car William Hudson was just left let go. He has actually another stolen vehicle case against him from last year. He will be going to trial for that in July. So the issue that I am really having is and I have also been in contact with over a dozen officers, I know that they share my frustration with this because they are arresting him and his wife amongst other career criminals on a weekly basis. I read in the March Police Report that was in the Bulletin certain areas that property crimes is up as much as 87% from last year. I hopefully will be able to watch this later because I don't think I will be here for your closing remarks. Ultimately what capacity does City Council have to improve some of these conditions? What is City Council doing to help the Police Department be more responsive? I made a terrible mistake of moving onto Hagerty. Since I have been there every single night there are vagrants dumpster diving, there are drugs being sold out of every complex on that road. Being from Las Cruces a lot has changed in just the last three years. We are not dealing with Covid anymore, we can't keep blaming Covid so what are we doing about it.

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Michael Potts, Member of the Public said what I want to talk to you about is responsibility. Personal responsibility to follow laws that have been set by the society that we live in. When a person enters into society they agree to abide by the rules of that society and when he crosses those rules he becomes liable to judgement. If he continues to cross them he becomes an outlaw. Now we can't ever forget the preamble to our constitution. We the people of the United States in order to form a more perfect union and establish justice, ensure domestic tranquility, provide for the common defense, promote the general welfare to secure the blessings of liberty to ourselves and our prosperity to ordain an established constitution to the United States of America. Well in order to ensure domestic tranquility here in the United States and promote the general welfare we have an established police force as Mrs. Flores has pointed out, well trained responsible young men and woman who put their lives on the line for us each and every day. When we talk about personal responsibility, we should have learned at an early age that we ought to obey the commands of the police officer. It doesn't matter if you agree with what they say. It is not just my responsibility but its all our responsibility to do what they tell us to do. Now if you want to argue with the police, if you want to run or resist or accost the police, if you want to struggle with them and try to take their gun then you are responsible for the consequences of your actions. If you end up being killed that is not on the police officer that is on you. Depending on the situation they may only have seconds to evaluate the situation formulate a solution to a problem and protect themselves in the line of duty. Now since 2018 there has been 1614 as for the National Law Enforcement Officers Memorial Fund of officers killed in the line of duty. What I am getting is that the proposal that Peter Goodman came up with to create a Citizens Police Oversight Review Committee. ABC News reported in 2021 that a 2018 DOJ report suggested that there is little empirical evidence to demonstrate the effectiveness of oversight committee. It also states that these groups have exacerbated intentions among local officials, law enforcement and activist. According to information from PBS, Americans Police Officers Alliance finds that oversight boards have track records of slow moving investigations, inadequate funding, lack of staff and additionally criminal justice experts feel that the board's propensity for political bias and manipulation makes it easier to be skeptical of their usefulness. The individuals on this board could not possibly understand any situation a police officer is faced with much less try to tell them they need to do something a certain way. So, I think it would be a huge mistake on you all's part to even consider putting a board like that in place.

Rafael Leos, Member of the Public said I serve as the Deputy Director for the South Central Solid Waste Authority. I also have the great privilege of serving as the Lieutenant for the Dona Ana County Fire Department District 16 but I am here before on an unofficial purpose. Part of it has been echoed through a lot of the sentiment and comments that have already been made before me so I won't belabor it. I do want to take the opportunity the time to give these two young ladies a voice. We have seen an excess of speeding which again is rampant throughout the city through the area of Glendale Gardens. I am a resident at 1032 Tamarack Drive in Glendale Gardens. That is right off the Aspen/Hickory Loop area on Valley. The city had made some remarkable changes and investments in improving the traffic through that intersection with Mesilla Drive many years ago but unfortunately what it has led to is continuous nonresidential traffic through Aspen at a high rate of speed to just make the cut through Hickory Loop to either get to Walmart or the actual exit or to any of the

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businesses that are in that area. One of the unfortunate situations we encountered is these young ladies here have been participating in Safe Routes to School for over two years now and ride their bikes frequently. They are highly vizzed up with reflective vests, helmets, and all their safety PPE. However, that is not the safety that they are preparing for. It is unfortunate that people are speeding through these areas which in two near misses, one of which we were far enough away that an individual drove rapidly through the community. Our neighbors were concerned about us because they see us almost every evening riding and thought we may have been hit. I don't want to be in a situation where our residents and many go walk regularly and many who ride a bike through that area are at fault at somebody else's' or they lose a life because of some result of injury. What I do want to do is publicly thank Johana Bencomo because over the last past year I have made this present and acknowledge that there was an issue there. She came out and walked the area with us and on a second occasion has met with us. I represent a small 30% group of about 100 homes there. We just kindly ask that this be addressed and this be looked at as possible study on the speed traffic calming mechanism that you might have and I would be happy to develop a much larger presentation and it actually be an agenda item so that we don't have to limit it to three minutes.

Linda Hall, Member of the Public said I have a quick question for you guys about the new shelter buildings that are sitting vacant while the dogs are still being housed in the old facilities. They are very cramped, and they are very disgusting actually. I just adopted another dog from there and was a little disconcerted to see the situations in which they were living in but that new building that we spent so much money on that the citizens paid for through a GO Bond has been sitting there vacant for several months now and I was wondering why. I tried to ask the Mayor and the City Manager through some emails and have not gotten a response. I was wondering if anybody could give me some insight into that situation.

Mayor Pro Tem Gandara said we are waiting for kennels. We have had them on back order and they haven't arrived. I understand that there is a few and they are placing them in but not the total that we asked for. This is due to supply chain issues and we are just as disconcerted and disturbed as you are that it hasn't occurred yet.

Juan Garcia, Member of the Public said after listening to the proclamation on anti-gun violence, how about a proclamation against violence? How about all violence? It was very sad to listen to that citizen earlier talk about his plight concerning the crime in Las Cruces. After listening to the Civilian Police Oversight panel discussion a few things come to mind. How far you chase a citizen for a warrant on various "nonviolent crimes" or not when the crime is not violent? Or if you chase for a nonviolent crime but at some point you let him go or let him go for a warrant that doesn't mean anything. What is the common theme here? The common theme is nonviolent crime is acceptable. So if a criminal is breaking into Lucy's Café and attempts to run and resist, does that mean the officer lets him go? You pull someone over for various open misdemeanors and flees, you let him go? So, when is a crime "no longer a crime"? Who is going to tell these forgotten victims that crimes committed upon them "don't matter". Why is there no message from the panel stating that don't commit criminal acts period, obey the laws and respect citizens property as well as lives. Instead the message is lets trivialize the crime so that the criminal who is often

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portrayed as a victim goes free and continues his criminal behavior. On Saturday, May 27th, Albuquerque Journal regarding the new taskforce established by the governor, so “will this latest task force make a difference”? Not without enforcement. The lack thereof is why customers are terrified like here in Las Cruces and also businesses are fed up with retail crime closing shop all over Albuquerque and Las Cruces is coming up next. In the Las Cruces Bulletin, 4 June, “Dominguez said there was a 50% reduction in use of force by LCPD officers during the first three months which is great. This is due to increased de-escalation of training. This is great but where are the other factors? Is LCPD concerned about being portrayed as killing citizens by execution style or perhaps allowing “nonviolent criminals to walk”. I would love to see the whole picture.

Barbara Corral, Member of the Public said I am a registered nurse and I have worked in this community for 29 years. In July I was diagnosed with cancer. Not a big deal I have health insurance, right? I go see my doctor and he refers me to Memorial for radiation. They won't take my insurance so what happens then? I have to go to Albuquerque. I have treatment in Albuquerque with a 40% copay and that wasn't the worst part. The worst part is that I basically have to move to Albuquerque to get my cancer cured. My husband went with me as my caregiver. We still had to pay all our bills in Las Cruces and we weren't working. Thankfully somebody said apply for Medicaid and I thought oh God, I can't do this. Well, I did do it and by the grace of God we got Medicaid and I am so grateful for that because it paid 100% of everything. We still have problems paying bills and we came across a lady named Yoli with CARE. Yoli really helped us out a lot. That was about the only good thing that happened. Except for that now I am a cancer survivor and I am so grateful for that but I just feel like after being a nurse for 29 years in this community I should not have to leave Dona Ana County and Las Cruces for treatment. All the hospitals are for profit. I had no choice and think about those people that don't have insurance and can't get insurance. I think that this something that you don't think about till your world falls out from underneath you like mine did. I urge you to think about this and maybe try and start finding a solution.

Yoli Diaz, Member of the Public said I am the Deputy Director of CARE, Cancer Aid Recourse and Education. I am also a patient advocate. Advocacy to you does not include immigration issues. I am concerned for sick residents who live here and contribute to our economy. We residents are all tax payers. We pay into gross receipts tax by purchasing good and services and we pay into property taxes through rent or home ownership. I am here as an advocate for the sick, indigent, underserved residents of Las Cruces and Dona Ana County. Both the US citizen and the non US citizen residents. Today I am here publicly on record and video advocating for the goal of needed change. Access to healthcare to those who need it and are affected with a major health issue in order to correct or improve the injustice segregation and discrimination that occurs in our county. I ask that you include the issue of accessing healthcare on your next agenda so that you may discuss this subject publicly since protocol limits private discussions. For anyone who may not know Memorial Medical Center, City of Las Cruces, and Dona Ana County leasee a long-term tenant, 40 year lease has 21years to go. As leasers you have accountability to oversee the lease upholds his responsibilities and of lease compliance including indigent care stated in the lease. Since October 2021 I have been advocating for the county's residents that

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may have been denied or delayed healthcare at Memorial Medical Center. My first indication of this problem was the discovery was the county residents diagnosed with cancer will not receive cancer treatment at Memorial Medical Cancer Center without health insurance.

Christina Little, Member of the Public said I am a resident of Las Cruces and I am the Manager of the Interagency Council. This is an organization that has now existed for 20 years. I have a listerv of 500 people and we pass out all kinds of messages from nonprofits to social service providers from the city, from the county, from the state agencies. So, we see a broad array of the kinds of services available in Las Cruces. I am basically here to thank you. I have come to the conclusion that Las Cruces is perhaps the most important social service organization in our community. You talk about the Parks and Recreation, the library, the museum system, Munson Senior Center, Public Transit. These services are really critical for people. I found out this morning that there is going to be a movie at Thomas Branigan Memorial Library, Crocodiles Singing. I pass along all kinds of information. I have given you a flyer. I am not asking you to be on the Interagency Council. You already get a lot of email. I want to let you know you can always use the Interagency Council if you have a message that you want to send to the community. It does not come out publicly and I will pass it along to these 500 people and I will be delighted to do so. I should add that I do not do any direct advocacy material. I want this forum to be available to everybody in the community and I don't want it to be political. The next meeting is on June 14th and I want you to know we will be at the Housing Authority Conference room and the major presenters will be from the Quality of Life and the Las Cruces Museum System. So, I try really hard to include these services and focus on these services you offer.

4. ACCEPTANCE OF AGENDA

Councilor Johana Bencomo moved, seconded by Councilor Tessa Abeyta, to approve the agenda as presented with the removal of item 8.9 to the second item after the public hearing.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Tessa Abeyta
AYES:	Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Becky Corran
NAYS:	Councilor Kasandra Gandara and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

5. CITY COUNCIL MINUTES

- 5.1 WORK SESSION OF APRIL 24, 2023.
- 5.2 REGULAR CITY COUNCIL MEETING OF MAY 1, 2023.
- 5.3 WORK SESSION OF MAY 8, 2023.

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

- 6.1 **RESOLUTION NO. 23-127**: A RESOLUTION AUTHORIZING A CONTRACT WITH CONTINENTAL FLOORING COMPANY OF SCOTTSDALE, ARIZONA FOR THE LAS CRUCES CONVENTION CENTER CARPET REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$212,982.50 PLUS APPLICABLE TAXES (PROCUREMENT NO. 22-23-046).
- 6.2 **RESOLUTION NO. 23-128**: A RESOLUTION TO APPROVE A CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND MYNATT SPRINGER P.C., OF LAS CRUCES, NEW MEXICO FOR LEGAL SERVICES TO CHANGE THE CONTRACT AMOUNT OF \$400,000 TO A NEW CONTRACT AMOUNT NOT TO EXCEED \$700,000 (AN INCREASE OF \$300,000).
- 6.3 **RESOLUTION NO. 23-129**: A RESOLUTION TO AWARD AN INDEFINITE COST, INDEFINITE QUANTITY CONTRACT FOR OFFSITE FUEL AND FUEL CARD SERVICES TO BREWER OIL COMPANY OF ALBUQUERQUE, NEW MEXICO, VIA DOÑA ANA COUNTY CONTRACT NO. 23-107, FOR A TERM THROUGH JUNE 30, 2030, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 22-23-060).
- 6.4 **RESOLUTION NO. 23-130**: A RESOLUTION AUTHORIZING AN INDEFINITE COST, INDEFINITE QUANTITY AGREEMENT FOR WORK UNIFORMS WITH BAZAAR UNIFORMS AND MEN'S STORE, LLC, VIA EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE CONTRACT NO. 21-7420 (PROCUREMENT NO. 22-23-061).

7. OLD BUSINESS

- 7.1 **RESOLUTION NO. 23-123**: A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE MESILLA VALLEY PUBLIC HOUSING AUTHORITY (MVPHA) FOR THE OAK STREET APARTMENTS IMPROVEMENT PROJECT.

Raymond Burchfield, Neighborhood Program Services gave the overhead presentation.

Mayor Pro Tem Gandara asked are all the kitchens going to be updated or remodeled?

Juan Olvera, Mesilla Valley Public Housing Authority said this property was built in 1974, almost 50 years ago. Right now, we have 19 Veterans living in this property. We have two vacant units because one was recently damaged by a former resident. In addition to the CDBG Funds we applied for the ARPA Funds. Those were awarded just a few months ago. This is part of the matching in order to do this rehab work. Early this year Senator Heinrich came and visited the property. He was very excited about us doing that rehab in partnership with the city. In addition, he encouraged us for apply to direct spending appropriations, so we did. We applied for an additional \$100,000 because he wanted us to do additional improvements on these units. We are basically going to do the rehab in place. We are going to do a unit at a time. We just did 14 units at the Tres Arboles and we were doing the bathrooms. So, we used

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vacant units so that the residents could use the bathrooms in those units. So, we will do one by one. We are not going to do 20 at the same time. We will keep those units vacant so that then we can provide and they can use those facilities. Once we finish the bathrooms then we will do the kitchens and it will be the same situation. If it is necessary, the Housing Authority will provide hotel accommodation for a night or two for any of the residents that say no they would prefer to go to a hotel. We can also do that.

Mayor Pro Tem Gandara asked what is the time frame for the rehab and the kind of time frame that you will inform the tenants or the residents in the event that they would have to move?

Juan Olvera said this a market property, it is not a public housing property so as landlords we will give enough notice. We usually give 48 hour notice. In this case we will do it from the beginning and notify that we are going to do this rehab. Once we know we are going to start we will get a list of the notice to the resident that this is going to happen.

Mayor Pro Tem Gandara asked a 30-day notice that this is going to begin but there is a possibility of a 48 hour notice in the event that they would have to be displaced and need to be moved? I do have concern about that especially with the cohort of folks that we are dealing with. Many of them might have PTSD, mental health issues. I am really worried about these folks being displaced without more notice given to them and so I am asking staff to really look at as negotiations are done that you give them significant notice especially those folks that are providing wrap around services for our Veterans currently. I am very concerned about them being displaced.

Juan Olvera said they are not going to be displaced and also as you know we have that partnership with Community of Hope, and we have a community center right there in the premises. They provide services and also we have the VA for all the Veterans that have vouchers and provide services. They are not going to be asked to move out of the property.

Mayor Pro Tem Gandara said I understand that, but I am concerned about the displacement especially with the level of possible PTSD. I am just worried about their mental health and the kind of compassion and empathy that we are all going to have for them when something like this is going to take place. I am hoping that the conversation is being had by Richard and Natalie with you all and with Mesilla Valley Housing Authority. Help me understand the process that you are going to go through in terms of once the distribution occurs of funding, do you still have to go through an RFP, hire the individual developer that will be doing the rehab or reconstruct?

Juan Olvera said correct.

Mayor Pro Tem Gandara asked when will that happen?

Juan Olvera said the rehab will not start for at least six months. We have plenty of time to get in contact with these residents. The sooner the better. We will be sure that

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they are well informed of what we are doing on their property and provided to them any services that they need.

Mayor Pro Tem Gandara asked what is the timeframe you think of completion?

Juan Olvera said a year.

Councilor Flores asked what process did you go by to obtain CDBG money?

Juan Olvera said I applied about two years ago.

Councilor Flores asked who do you apply to?

Juan Olvera said to the city. They issued a request for application, and we submitted an application two or three years ago.

Councilor Flores asked two or three years ago you applied for this specific job?

Juan Olvera said yes.

Councilor Flores asked was there any investigation or tour of the assessment of the property and the living units to determine whether you qualified or that particular project qualified for the funds?

Juan Olvera said we did a phase one of environmental review completely including any other historical and cultural and that was presented to the city.

Councilor Flores said you did a historical whatever, it took two or three years and now it is going to take six months to get the workers, builders, the contractors?

Juan Olvera said I am not going to go out and for bids when I don't have the funding. So, until I have a signed agreement and I have a commitment from the city with the funding I am not going to go and enter into a subcontract.

Councilor Flores asked your own words you said it took at least a couple of years?

Juan Olvera said yes, I have been waiting for the city to bring this up for approval.

Councilor Flores asked maybe Richard you could answer that question as to why it took so long? If the process began two years ago, I know that if I had a problem with my bathroom and it would take me two or three years to repair it or replace it or refurbish as the word here is to refurbish, it would be a total mess by now. Why does it take so long to get CDBG Funding?

Raymond Burchfield said they applied for CDBG and HUD Program year 2020, fiscal year 2021 for the city. They had applied for \$300,000 from HUD, CDBG. In their application they have applied for a couple of other funding sources which they did not

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get. That delayed their appropriation of an environmental review. They contracted out to another company which was out of state. When that process was finally completed maybe two months ago so now once that is complete then we can move forward with the CDBG agreement. Then they can get their ARPA Funds, then they will be able to procure the services needed for the project.

Councilor Flores asked does the city oversee the entire process?

Richard Burchfield said my part will be covering Davis-Bacon compliance. Davis-Bacon Act, labor and any construction confounded with federal dollars. They have to pay the prevailing wage. I will have a part in that. They will have to test for lead-based paint and asbestos as part of the mitigation plan for the environmental review that was completed then the project can proceed.

Councilor Flores said I am really concerned as is I believe I understand Mayor Pro Tem to express a concern about the displacement issue. It seems like money should be available to house people because I don't think it is going to be something that is done overnight and to not have a bathroom where you are living is unacceptable and I think there has to be more of a thought process as to how people are going to survive that renewal or refurbishment in their housing. As also stated by Mayor Pro Tem and stated by Mr. Olvera the occupants are Veterans. I think we owe them a lot more than can you use the bathroom down the road? By the way did HUD deny their request, do you know?

Raymond Burchfield said HUD did not deny them.

Juan Olvera said we applied to the Federal Home Loan. We submitted an application and it was not funded.

Councilor Flores asked did they explain why you were not funded?

Juan Olvera said not really.

Councilor Flores asked did you appeal?

Juan Olvera said with our score we could not appeal to meet the threshold.

Councilor Flores said I am just really concerned about the displacement issue during the refurbishment, and I don't know what to say that it falls short of really taking care of that issue and for it to have taken so long.

Councilor Becky Corran moved, seconded by Councilor Tessa Abeyta, to remove Resolution No. 23-123 from the table for discussion.

RESULT:	Carried
MOVER:	Councilor Becky Corran
SECONDER:	Councilor Tessa Abeyta
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

ABSENT:	Mayor Ken Miyagishima
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Councilor Tessa Abeyta moved, seconded by Councilor Becky Corran, to Approve Resolution No. 23-123.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becky Corran
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

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

8.1 PUBLIC HEARING REQUIRED. RESOLUTION NO. 23-131: A RESOLUTION APPROVING A CRAFT DISTILLER 1ST OFF-SITE LOCATION LIQUOR LICENSE WITH ON PREMISES CONSUMPTION AND PACKAGE SALES WITH PATIO SERVICE TO ICEBOX BREWING LC, D/B/A ICEBOX DISTILLING COMPANY, LOCATED AT 2260 S. LOCUST STREET, LAS CRUCES, NEW MEXICO 88001.

Public hearing began at 2:55 p.m. There was no one for or against. Public hearing ended at 2:55 p.m.

Valerie Uribe, Legal Department gave the overhead presentation.

Councilor Tessa Abeyta moved, seconded by Councilor Becky Corran, to Approve Resolution No. 23-131.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becky Corran
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

8.2 RESOLUTION NO. 23-132: A RESOLUTION TO APPROVE THE REQUEST FOR PLACEMENT OF A COMMEMORATIVE MEMORIAL IN VETERANS MEMORIAL PARK.

Larry Nichols, Director of Community Development gave the overhead presentation.

Councilor Bencomo asked I was unclear about number 3, the Veteran Board recommendation?

Larry Nichols said that number 3 is the Veteran’s Advisory Board made recommendations to deny and that was a recommendation for the city council to consider.

Councilor Abeyta asked the recommendation from the board, did that come during that January 24th meeting or did they do a formal vote?

Larry Nichols said that is correct. January 24th it was a 10-0 vote at that meeting.

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Councilor Abeyta asked that looks like a vote that would not have been allowed under OMA is that correct? The request came during public participation so it was not an action item and eligible for a vote.

Larry Nichols said that is correct and it should have been listed as an action item.

Councilor Abeyta asked then the option item from the Veteran's Advisory Board should not be an option for us today, correct since it is not a viable legal option?

Christine Rivera, City Clerk said it should have been listed as an action item so I would disregard their option.

Councilor Abeyta said I know and this is a side note a few, about a month ago I requested training for parliamentary procedure and OMA for boards and I think this is a reason why that is needed.

Councilor Flores asked the Veterans have their own memorial and they are opposed to what the city is proposing?

Larry Nichols said the Veteran's Board they are basing their recommendation based on Resolution 02-002, which says that the memorial should respond to the theme of the park, military event, or a war.

Councilor Flores asked the memorial that is being proposed now is inconsistent with that?

Larry Nichols said the memorial being proposed is an individual memorial for the Gonzalez family's daughter.

Councilor Flores said that is the one that the Gonzalez family is paying for it or contributing. I think Mr. Gonzalez is right there, can he speak to that?

Adrian Gonzalez said initially yes, we were talking about having a butterfly garden and it was discussed with both the Veteran's Advisory Board and City Council that she was a military child and one of the themes is a purple ribbon which signifies military children. We were willing to do whatever the city and the Veteran's Advisory Board seem fit and then we found out that the Veteran's Advisory Board doesn't really have to much of a say in it. Their job is to propose everything to you all and you all are supposed to make the determination. So, for them to vote on it they did not really have that authority by city ordinance which I read.

Councilor Flores said that is my understanding as well. I just wanted to make sure that had been fully explained.

Adrian Gonzalez said we are still willing to contribute the entire cost if that is what it needs to be. if it needs to be a shared memorial in honor of all military children

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because it is kind of embarrassing that we have White Sands Missile Range, Holloman Air Force Base and Fort Bliss in El Paso, Texas and we have this beautiful park, and I don't think you throw a military child event in April and I don't think that is acceptable. It was also the month that our daughter passed.

Mayor Pro Tem Gandara said this comes with deep respect, I am a mom of a Veteran. I understand that he went to war and he came back, he has PTSD and I have some PTSD too as a family member waiting to hear and I feel like when I read everything and honestly when Mr. Gonzalez came to us at public comment a while back, several months ago I believe to speak to this I was concerned. I want our Veteran Board to really think about those people, the partners and children that pay a huge debt waiting. The level of insecurity and concern that they all have while their loved one is out to war. I believe it should also include that. I say that will all respect and I know that there is concern about the level of teams that are out there, maybe disrespectful actions. We have had some property crime a while ago and again this doesn't mean any disrespect but I would like for us to find a way to compromise. I didn't feel like the board was open to coming to a compromise. You really utilize such a difficult situation with the death of a child that happened there at the park. I think we could use that as a positive and I am not a person that has served in the military but I think there are unfortunately children who die at war and so could we look at a way to honor children using this situation here. Can you talk a little bit about the process and at first, I thought it was a park bench and then a plaque and then it moved into a butterfly park if you will?

Adrian Gonzalez said originally it was a bench and a tree. When the Veteran's Advisory Board was discussing it with us they didn't want a name plaque so it was not going to be an identified memorial so it was going to be a nameless memorial. So now that is why we changed it. If we can do a butterfly garden even if it is fully funded by my family.

Mayor Pro Tem Gandara said I do want to say that I am a bit concerned because I know that there is a fundraiser where there are bricks that are sold that have names of numerous funders. What is the difference specifically?

Larry Nichols said when this was presented to the Veteran's Advisory Board, the Veteran's Advisory Board heard their request from the Gonzalez family and each member of the advisory board expressed their condolences and shared in the family's grief. The Veteran's Advisory Board was referring to the guidelines for monuments or memorials in the park that they are related not to an individual but to an individual if they were a participant in a military history event or war and that is what they ended up basing their decision on. To answer the second portion of your comment. That was the whole basis for the Veteran's Advisory Board point of view was that the Veteran's Memorial Park is a designated special use park. It was the location of that memorial then the memorial itself. They suggested if they could possibly consider an alternate location other than the Veteran's Memorial Park but that did not want to be considered. That is what drove the process. We would need to go back and change the resolution review guidelines. The review guidelines for this resolution request that there is description of the design type and location and maybe that is an opportunity

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to do what you are suggesting. Additionally, the reasoning for the request to identify if it is a group or an individual and a memorial is in relationship to the theme of the memorial park and then finally the memorial denotes a significant event of military history. We would need to change these guidelines.

Mayor Pro Tem Gandara said I would recommend to change those guidelines. This is a very special circumstance, an unfortunate incident that occurred and that resulted in a death. We can all agree that we share condolences and sorrow of a baby passing away specifically there. It is part of our culture, you will drive all over our city, I-40, I-25 where people die, erect crosses and such or recognize that death occurred specifically in that location. I am not suggesting that we set a precedence but what I am suggesting is that we honor this baby and we look at the way we honor children who die at war.

Councilor Bencomo said I think I would support proposal around the bench and tree with the name of your little girl. I think the family and you can work with the Veteran's Board about finding the right location. There is a purpose and intention of that park, a publicly funded park. I think there could be a place for a bench. You laid out the intentions of that park and the memorials and anything that goes there, and I think that is important and a tragedy occurred. Please clarify Larry, we need to provide an amendment to this correct?

Larry Nichols said if you are wanting to approve the memorial request through the Park and Recreation precedence with a bench and tree program I believe your vote would be yes.

Councilor Bencomo said as is. I think this has a lot of layers. There is a lot of emotion and if I put on my logistics hat I also want to note that while your idea for a butterfly garden is beautiful in the long term I also consider the maintenance cost and the staffing that then the city would have to incur in order to do that. I understand about it being a nameless memorial and think a name doesn't take away from any significance of that park.

Larry Nichols said the Veteran's Advisory Board does recognize that you have the final decision on this item.

Councilor Abeyta said when I bring my kids to Veteran's Park we walk and we try to honor memory and what the park means in that sentiment and as we are there are other service members with their family members there and then afterwards we stop at the little playground and we let out all that energy that we have been holding in as we were doing something very serious. That is where I see it would be nice to sit on a bench under a tree and take a moment and recognize the value that our children mean to us and we are all family members. That is where I see that it has a definite place in our park and for our members. Veterans are family members, they are parents and there is so much history to be learned in that area that can't be done if we don't include children there and if we don't allow. I think it is a perfect spot to have a bench to help memorialize and memorize and trees and benches they last a lot longer

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and as the tree grows stronger hopefully those memories will be locked in just as strong.

Councilor Flores said I am inclined to go with the request as presented and concur with Councilor Abeyta that the park bench and tree would be a lot more meaningful and then through the years that tree would grow. Again, some of the guidelines for putting things up in the Veteran's Park is that it be related to something that is military. First of all the child's father is a Veteran who is suffering from PTSD no less. It is a public park and the funding would come out of our Parks & Recreation. I am inclined to say yes to the proposal as presented with a park and a bench and to move forward expeditiously.

Councilor Corran asked yes is to approve the memorial request in a form of a tree and a bench at Veteran's Memorial Park?

Larry Nichols said yes, this is the memorial tree and bench program that is being considered with the Park and Recreation Department. This is the precedence that they have used for 50 other memorials, but they have the three options and I believe it is. It does not say bench and tree but that is what is proposed by Councilor Bencomo. These are the three options that they have in the memorial policy. Option 1 is the tree and option 2 is the bench and option 3 is the bench with a plaque.

Councilor Corran asked at Veteran's Park?

Larry Nichols said yes, it is being proposed at Veteran's Park.

Councilor Bencomo asked does there need to be an amendment to this resolution?

Christine Rivera said no, in the last whereas statement it says the Park and Rec Departments offers a community memorial tree and or bench program and that is what you will be approving.

Peggy Galarza, Member of the Public said I am also a Veteran. My husband is a Veteran. He died in 2020. He was a Vietnam and Desert Storm Veteran. I have to follow the policy rules dealing with Veteran Park because my husband was not born in the state. I can't get his name put on the plaque for the Vietnam wall over there. I understand he is a Veteran and the child died there but I don't think it warrants a memorial there for the little child. I have three boys that have been through Desert Storm with me and my husband and they have their own PTSD over this war as well as I do. It doesn't warrant under the Veteran's policies of rules.

Lori English, Member of the Public said I would like to say my condolences to the family and I am sorry you lost a child. On the other hand, I am 100% Disabled Veteran standing here in front of you right now. That is a Veteran's Park. I agree there should be some monument to this young lady and the loss of her life but why not put it in another park? This is a designated Veteran's Park. The names in that park are all people that have given their lives for their country. I respect the Gonzalez family with my entire heart. I am not a parent. I don't know what I would do if I lost a child in that

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manner, but it is Veteran's Park. There are numerous other parks that can be designated that might allow a butterfly garden but this is a Veteran's park. This gentleman suffers from PTSD, I do to so I have to buy a brick from my father because he did not enlist in New Mexico. I had to buy a brick for myself for the Vietnam Monument. To me Veteran's Park is a specifically designated park, I feel very deeply about this. The Veteran's Advisory Council was put in charge of agreeing or voting on parks by the Mayor of the city of Las Cruces. This is a program that goes back years that it is a designated park that maybe we should name the playground after this child. The playground that already exists. The family would be relieved of any financial responsibilities.

Phyllis Richardson, Member of the Public said I am a daughter of a Veteran and a mother of a Veteran. I do not agree with having a child in the park even though I think he said he was a Veteran with PTSD. We both have PTSD. My father is already gone so I can't speak for him and my son doesn't live here any longer. If we can't agree tonight and it is too emotional for you I would table it because I see tears are rolling, maybe some emotions, I don't know if there is going to be a blue and red thing here but I think we should just let the emotions lie.

Chris Sautter, Member of the Public said I am retired Colonel in the Nurse Corp of the Army. I thought a lot about this and I have talked to a lot of Vet friends who feel the same way that I do, many of us Veterans do that this is a Veteran's park. If we allow this young child to be memorialized there everyone else is going to want to be memorialized there for some reason and this is a monument to those people who gave their lives for their country and I sympathize with the family. The Veteran's Park is not there for individuals. It is there for military honors. We have the wall that remembers Veterans that enlisted in Dona Ana County and we have bricks for families that have had people come to Las Cruces and perhaps pass here. The park is not dedicated to individuals but to eras, battles, groups. As a nurse I understand your grief, come to the park, sit, enjoy the solitude and think about your daughter. I don't think you need a memorial to do that. You can do that within your heart while sitting in the park.

Adrian Gonzalez, said I want to point out that it is just not for people who gave their lives, there are council members, men and woman who have purchased a brick. They are here today to tell you that they purchased a brick. Some of them honored their family members like a brothers and fathers who may or may not have given their lives. I just think it is kind of funny that you guys want to sit here and say that it is for the ultimate sacrifice, it's for this, for that. I feel like a lot of people don't know the history of that park. That park was a gift from Veteran's Affairs. That is why we have a Veteran's Advisory Board. Since the park has been created, about 30 years ago it has been gifted to the City of Las Cruces therefore the City of Las Cruces has control of it because it is a park for the people that Veterans defend their freedom for. So, for all of you older Veterans that feel that this is your park, shame on you. It is for the City of Las Cruces and our children.

Fred Huff, Member of the Public said I am not a Veteran. I want to read here 8.2 a resolution for request to placement of a commemorative memorial in Veteran's

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Park. I have repeatedly heard everyone say Veteran's Memorial Park. This is a memorial park it is just not another park. I have been very intimately involved with quite a few of the memorials at this park and as much as I feel for the loss of this family I have to totally agree with the Veteran's Committee and everyone else that states this should be for Veterans. A memorial to Veterans, that is in the name of the park so please keep that in mind.

Kendall Larson, Member of the Public said I am also a Veteran and I completely agree with you Mayor Pro Tem. I would love to see a memorial to all of our Veteran children at the park. Not necessarily just for this instance. I know my children suffered a lot while I was gone and it was very hard for them but as it has been stated being at Veteran's Memorial Park my family did not also qualify for VA benefits, they would not qualify to be buried at a Veteran's cemetery because that is designated for that type of situation.

Karen Woods, Member of the Public said I am the current Chair of the Veteran's Advisory Board. I would like to clarify something. The vote, when Mr. Gonzalez addressed the board members, he said I want a vote. I did not offer, I said okay, you want a vote. We will vote. That is how the vote came about. Not because I made it because it was the request of Mr. Gonzalez. I want to make that point clear. When it comes up forth that a child lost their life, any child lost is terrible, very very bad and having to tell parents that they have lost their child, I have done that. It is just not good, period. I feel for them but I also have to step up for our Veterans. At Veteran's Park like it was said, we have Veterans on the wall and Veterans on the walk for those who didn't qualify either way of being on the Veteran's Monument or the wall. When it says that you have to be in battle or conflict or individuals. The individual is me.

William Garcia, Member of the Public said I am the President of the Vietnam Veterans of America State Council, it is over all the chapters. I have been to many Veterans Memorial parks and I am going to tell you that they are for the Veterans. I sympathize. I have a son. He went through the military and I have one that is not but I will tell you I was just at the Veteran's Park, the one in Washington D.C. and as a matter of fact we had basically all of the State Presidents. There are 42 different State Presidents there and all of them took color guards and I represented New Mexico with three flags on a pole but I will tell you Baird has a Veteran's Memorial Park, it is Veterans. There is a lot of different parks. I don't know what we could do to help Mr. Gonzalez but one point I will make Veteran's Memorial Parks are for Veterans.

Bruce Vaughns, Member of the Public said I am President of the Vietman Veterans here in Las Cruces. I agreewith a lot of what the Veterans say. This is a park but I heard a couple say that is was just for the fallen but it is not. It is for the living too because my name is on the Vietnam Memorial. I bought bricks on it. I bought a brick for my father, my brother he is still alive. I bought one for my sister-in-law who died of cancer. She is on the Vietnam Memorial because she is a Vietnam Veteran. That is possibility on that Walk of Honor up to the gazebo to the wall. I don't know what the Park Department's criteria is for the people to buy a brick on that. As far as any

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plaques or monuments to put there I say no because it is for military functions, Vietnam, Korean. We just dedicated the Iraq and Afghanistan Monument in there.

Mayor Pro Tem Gandara said can I just say Councilor Abeyta I like your idea of the playground being named or maybe a bench and a tree in that area. Is that possible?

Councilor Abeyta said I will be frank, I had a very robust conversation with our board chair. I asked a specific question and I said, would you put a Veteran's name over by the children's playground and you said absolutely not, that wouldn't be appropriate there and I said so what would be appropriate for a child's name to go there. So, I asked if a child's name would be appropriate since it is not appropriate for a Veteran's name to go there because it is not for a Veteran space it is for the children's space so that is why I asked that direct question. Which is why I think it is appropriate for it to be with a child's space since it was to honor a child so that is why I had.

Mayor Miyagishima said we are going to be building that parking lot and I think that we might be able to do a park bench of some sort. If we start doing these tributes not just at Veteran's Park then I think we are going to have to start allowing it at all the parks and that is the only concern I have is that a precedence we will be setting. I don't think that it is probably the right thing to do. I will be voting no if it is not anything other than the precedence that we will be setting to all of our parks. I will be voting no for no other than the precedence that we will be setting.

Councilor Flores said the distinction that I see here is the irony of a Veteran to come back, go visit the park with his daughter and his daughter gets killed. What are the odds that that is going to happen. We are having a day at the park and that is a distinction I see. If there is ever another child who killed at some designated park with some name on it that child should be honored there. Maybe the Veteran's Board should set up more careful parking restrictions or something. I find it outrageous with all due respect. I know that whatever Mr. and Mrs. Gonzalez has gone through is that they have been to hell and back and for them to have the Veteran's Board and will all due respect to service to our country I find it downright hurtful.

Councilor Graham said I just want to say if that the precedence were setting is compassion, I am all for it. I am fine with setting that precedent and Gonzalez family I am so sorry for your loss.

Mayor Pro Tem Gandara said I again like the idea of the bench and what not at the playground. Would you all be okay with that?

Adrian Gonzalez said we are still very open to what the city sees as appropriate. We are not asking for a shrine of our daughter. If it is a shared thing or even a bench and a tree that is perfectly fine with her name.

Larry Nichols said those were options that were set precedence from previous park memorials. If the decision of the council is for that then that is what will be implemented and carried out.

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Councilor Flores asked I know there are going to be some changes in the future, probably within the next ten years the way things go around here and I know that land that belongs to the city that we purchased from Albuquerque on the north side of the parking lot is going to be an expanded parking lot or a children’s playground is going to be moved there and I don’t know if that is going to be taken into account. Voting on this today, should it pass would remain subject to those changes? What would happen?

Larry Nichols said it was mentioned just a moment ago about parking lot expansion, that is to the north side of the existing parking lot. All of that has been arranged for now. We have the funding. We have the plans completed and pending starting construction late summer early fall. There will be 167 additional parking spaces but there is an area there that separates the two parking lots. It is called the Remembrance Garden, that could be a possibility for a bench and a tree. I think it would be an excellent location.

Councilor Flores asked would Mr. and Mrs. Gonzalez family be able to participate in the decision making in the position of the tree and bench?

Larry Nichols said I would imagine the Park and Recreation Department would work with the Gonzalez family on that.

Robert Nunez, Interim Director Parks and Recreation said I just would also like to make note that previously a master plan was approved and at this time the playground is going to be removed from that area to be determined if it will be replaced but as Larry just mentioned with the parking lot and the remembrance area is going to be in that location near where the park is currently placed at. That was the master plan that was previously approved. Previous administration has had discussions with the Gonzalez’s, and we can certainly meet with them again to identify the ideal location for that bench and tree location.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, to Approve Resolution No. 23-132.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.3 RESOLUTION NO. 23-133: A RESOLUTION REVERSING THE PLANNING AND ZONING COMMISSION’S APPROVAL DECISION REGARDING A SPECIAL USE PERMIT ALLOWING A HELIPAD AT THREE CROSSES REGIONAL HOSPITAL LOCATED AT 2560 SAMARITAN DRIVE, ZONED C-3C (COMMERCIAL HIGH INTENSITY-CONDITIONAL). THE APPEAL WAS SUBMITTED BY MR. GREGORY SHERVANICK.

Christine Rivera, City Clerk said Adam, do you swear or affirm that the testimony that you are about to give is the truth and nothing but the truth under penalty of law?

Adam Ochoa said yes, I do.

Christine Rivera said thank you.

Adam Ochoa said the next case, my name is Adam Ochoa with Community Development for the record is an appeal to a special use permit at the 2560 Samaritan Drive. Subject property currently consists of the Three Crosses Regional Hospital. It encompasses roughly about 10.61 acres in size and is zoned C-3 Commercial High Intensity Conditional. Essentially what the proposal was a helipad that would be located on the subject property in a currently vacant unimproved parking lot island in the southeast corner of the facility and I have a picture of it so you could see. There is the subject property that we are discussing right now. It is zoned C-3C. This is essentially where that location of that helipad is being proposed. You can see it there and it is just another vacant area on the property. The reason for this location is because of its actual distance to the ER so the closer you are to the ER the better it is so it is about 95 feet from the ER's entrance which is right around this area here. So again, the proposal is for a helipad located in the southeast corner of the parking facility. It is approximately 95 feet from the emergency facilities, will be a 60 foot by 60 foot final approach and take off area or FATO as they call it as well and it is roughly about 368 feet from existing residential neighborhoods to the east.

Here is the drawing of that. It does meet all requirements for federal requirements for the Federal Airspace Protection Regulations, including 14 CFR, Part 77. It does meet all the requirements for special use permit as outlined in Section 38-54 of the 2001 zoning code. It will meet all outdoor lighting ordinances of the City of Las Cruces and will be designed and constructed in accordance with what is FAA AC 150/5390-2C. In other words, it is going to follow all federal standards that is what essentially all that means.

Reviews were sent to all the relevant agencies and departments in the city. All did support the proposed zone change. Notice was sent out to surrounding property owners within 500 feet of the subject property. Staff did receive two emails and a phone call. One email and phone call were concerning the development of the helipad and its proximity to the neighborhood, and one was literally just getting more information. Additionally on top of that I believe you might of all received from the Clerk an additional email that was received after the Planning and Zoning Commission meeting for the City Council meeting essentially since we did have to re-notice the area.

On November 15, 2022, the Planning and Zoning Commission did meet and take this case into consideration. P&Z did go ahead and vote to approve the SUP by a vote of 4-0. Findings were that the helipad will meet all outdoor lighting ordinance requirements plus special use permits follows for a special use permit as outlined in Section 38-54. It also meets the purpose and intent section of the code which is section 38-2 as well as I stated before it does meet all those federal regulations for a helipad.

A letter of appeal was submitted to staff on November 29, 2022, in time for within the appeal period that is allowed. Concerns are, you have the letter in front of you as well.

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Concerns about public engagement meetings, about warranty deeds and the actual owner of the property. They believe that Section 38-2 of the 2001 zoning code is not being met in contrary of the way staff feels. Additionally, they believe there is a disconnect with the statement of summary in compliance with our Elevate Las Cruces Comprehensive Plan.

So, your option today is one to vote yes and approve the appeal. This will essentially overturn the Planning and Zoning Commission approval. Two to deny, two to vote no and deny, this would essentially uphold the special use permit, it would stay in effect. Three would be vote to amend and four vote to table and postpone and direct staff and applicant accordingly. I stand for questions. The applicant and his representatives are here as well if you have any questions for them. I am not sure if the appellant is still here but I stand for questions.

Mayor Pro Tem Gandara said thank you Adrian. Is the appellant here? I don't see him and wanted to clarify Adrian very specifically what his issues were. I know you listed those. They were a bit confusing. At the end of the day I read everything and read it again and read the notes of P&Z, the minutes of P&Z and his concern was specifically about unsure who all the owners were of the property?

Adam Ochoa said Mayor Pro Tem I believe that was one of his concerns, correct. I believe the CEO of the hospital is here. He can clarify that as well as one of the partners for the area. They can possibly answer any questions for you as well but everything that staff did receive was signed by the property owner and an affidavit to us was submitted with that application stating that everything that was submitted to staff is real and done properly and follows all requirements for a submittal of a special use permit.

Mayor Pro Tem Gandara said that is great. I would like to hear from the CEO if he is here. She.

Adam Ochoa said might have actually stepped out but I believe there is somebody else here.

Kelly Rodriguez said thank you for your time. My name is Kelly Rodriguez, I am the Director of Nursing Services at Three Crosses. I am stepping in for our CEO John Lanning, he had to step out. Actually, our hospital is actually owned by multiple investors and so there is a group of investors who own our property and of course looking to ensure that the safety and quality of care that we provide to our patients is always at the forefront of what we do and so as a part of that having a functional permanent helipad is most necessary. Right now, we are functioning with what is called a landing zone and so that does potentially pose some safety concerns not only to the patients who are flying in and out of our facility but to the flight crews who are bringing patients in and out of our facility as well as the community members. Right now, a landing zone is a temporary spot where they set up cones and you know anyone could potentially drive through that zone and potentially harm themselves. So really truly we are asking really for you to uphold the previous vote for us to move forward with the Planning and Zoning of that helipad.

Mayor Pro Tem Gandara asked so who were the local owners?

Kelly Rodriguez said as far as local owners I can't speak to the list of them but there are a number of owners that own the land and own of course the facility.

Mayor Pro Tem Gandara asked does anyone on staff know who they are?

Bob Pofahl said hi I am Bob Pofahl. The real estate itself is owned by a group out of Nebraska and the hospital operation leases that and we do have myself and other local people who are part of the ownership of the operating part of the hospital and so that is kind of the structure of what we have. We have a limited partnership and then investors from around the country who have put in large sums of money to the hospital. So, I would say this is right now in these emergency situations we land on the street or parking lots and for these emergencies that is totally legal. We think this is a safer solution to have a permanent location for these helicopters to land and continue to serve our community.

Mayor Pro Tem Gandara said thank you Mr. Pofahl I understand through the minutes of the P&Z that you were in the process of a master plan and that was maybe in November. Is that being conducted or has it been completed and what were the results of that? I am asking a very loaded question with lots of detail as I know what master plans consist of.

Bob Pofahl said I am not sure which master plan that is ma'am.

Adam Ochoa said Mayor Pro Tem I believe the master plan you are talking about is called a Royal Crossing Master Plan. That is actually the master plan immediately south and west of the subject property of, to give you a better idea here you go. Essentially this area here and this area around here. The master plan doesn't really incorporate the hospital itself but our Apodaca blueprint that does incorporate essentially everything which is a mixture of commercial development multifamily, single family and of course a fully functional hospital.

Mayor Pro Tem Gandara said thank you, I guess I am concerned about this coming as it is coming without knowing what the master plan of any of that area because it is going to become more dense right. So, when you look at the safety and wellbeing not only of course the employees there of the hospital but of the community you are going to look at something very different from today maybe even three to five years. So, when we talk about the safety and wellbeing and what is currently there is going to look very different later on. So, I am concerned. It is going to be more dense and I am concerned that we don't have the entire picture. Can someone help me answer that?

Adam Ochoa said Mayor Pro Tem yes ma'am the master plan itself does not incorporate the subject property. Staff went back to the Apodaca blueprint. In the Apodaca blueprint those call out for the hospital, and it even has an artist rendition with the helipad on there. It is a little circle with the H essentially. All of that was taken into consideration when that blueprint was developed. So again, it was in the plan and

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was set up for the future. Additionally when I sat down with staff to review this we are looking at distances and those types of concerns as well looking around the area, how far they are even how far the two hospitals here in the city, a couple of hospitals in El Paso as well. I myself live right down the street from Providence East in El Paso. It is literally the parking lot, the helipad, and the parking lot with two parking stalls, residential right next door. So, it is not used all the time. It is just for emergency uses if you will. It is definitely something that is needed and called out by the master plan for a fully functional hospital essentially.

Mayor Pro Tem Gandara said thank you Adam for that again. In terms of traffic impact study, do you also take that into consideration as you are looking at the best place for the helipad and what the concerns could be with the number of cars and not only that but the neighborhood as well.

Adam Ochoa said Mayor Pro Tem staff did take a look at that. The actual study that the applicant had done for the FAA requirements actually has an actual flight route that it is supposed to follow so they will have to follow that to make sure they won't affect any traffic within the area including existing traffic in the parking lot itself. Additionally, staff also felt that this was probably the best location for it because it is so close to the actual emergency exit, emergency room entrance, pardon me. It is better there then having them run all around the building to the other side to get to the emergency room.

Mayor Pro Tem Gandara said thank you, thank you Adam for that and then since you brought up the flight plan. I know there has been some concerns of folks around how the helicopters are coming in currently and you asked or someone has said designated the southeast side right specifically and I think those things have been ironed out I believe?

Adam Ochoa said Mayor Pro Tem that is correct. The flight plan is a very extensive study that the applicants representative provided us which kind of has us go cross eyed a little bit because a lot of Engineers if you will. The summary essentially said the location and the flight plan that they have planned out with the helipad would work for the hospital and have minimal effects on the surrounding area.

Mayor Pro Tem Gandara asked when you say minimal effect what are you talking about?

Adam Ochoa said Mayor Pro Tem it is a helicopter, so they are just trying to get in and out without disturbing things as much as possible and staff felt it does meet the intent of the special use permit that it would have, that it was not only a benefit for the area but a benefit as a city as a whole.

Mayor Pro Tem Gandara asked in terms of the other two hospitals you approved special use permits for the helipads for those two entities, correct?

Adam Ochoa said Mayor Pro Tem that is correct, both hospitals did receive special use permits for their helipads.

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Mayor Pro Tem Gandara asked can you tell me if there has been any accidents or concerns related to that as you are putting them in and currently?

Adam Ochoa said Mayor Pro Tem we have not received any complaints about them as of now. We did speak to a code enforcement officers if they knew of any complaints and they did not have anything.

Mayor Pro Tem Gandara said complaints, but I am talking about accidents.

Adam Ochoa said we have no record of that.

Mayor Pro Tem Gandara said ok thank you Adam. I appreciate that, anybody else? Okay any...

Councilor Graham said wait, can I ask... I'm sorry I guess I didn't hit in time for you to see. Thank you.

Mayor Pro Tem Gandara said no I am sorry I didn't.

Councilor Graham said thank you Mayor Pro Tem. Just to be crystal clear because the wording on these is always so weird. A no on this resolution is a yes to the helipad?

Adam Ochoa said that is correct.

Councilor Graham said thank you.

Mayor Miyagishima said Madam Chair.

Mayor Pro Tem Gandara said yes Mayor.

Mayor Miyagishima said I am still trying to get on Zoom but I haven't been on my Zoom at the house for awhile so there is a lot of updates, but I just want to say a couple of things. I support having a helipad there, please keep focus to residents that we are fortunate that we now have three hospitals, and the other two hospitals have helipads. One is in District 6, one in District 2 and they are near residents, and I don't think and it is not like it is a daily occurrence to my knowledge. I might be mistaken but did someone share how many times they would be flying approximately? I know you can't count them to be exact but I don't see it. The helipad that at MountainView, I am not that close to it but the flight path, it depends where it flies and I don't see it that often. So this is about safety. It is about maybe saving someone's life that the injuries are that serious and that hospital I will have to admit my mom was there and I am pretty impressed with it. It was very good. I am really happy that they are doing well and it is really a great place and like I said I am supporting this helipad and just to clarify you are saying a no vote would allow them to have the helipad, is that correct?

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Mayor Pro Tem Gandara asked the no vote will allow them to have the helipad?

Adam Ochoa said Mayor Pro Tem and Mr. Mayor that is correct. Essentially voting, voting no the appeal fails, exactly and the SUP stays under effect.

Mayor Pro Tem Gandara said thank you Adam and please come up to the podium ma'am and state your name and the answer to Mayor's question. Thank you.

Kelly Rodriguez said this is Kelly Rodriguez again, Director of Nursing Services at Three Crosses. So currently right now what we are averaging in our census continues to increase. We are seeing an average of 20 helicopters coming in and out of the facility on a monthly basis. Primarily a lot of those are coming into our 24 hour a day seven day a day calf lab. So, we are getting patients as far as Gallup and Las Vegas, those needing services that we are able to render, specialty services to.

Mayor Pro Tem Gandara said thank you for that. Okay I think we are at the moment of public comment. Please come on down.

Mayor Miyagishima said I am sorry I didn't quite hear anything. Sorry I am still trying to get Zoom. Did they say approximately?

Mayor Pro Tem Gandara said 20 a month.

Mayor Miyagishima said 20 a month, okay and then also to just to confirm a no vote would allow a helipad? Is that correct?

Mayor Pro Tem Gandara said correct.

Mayor Miyagishima said okay, thank you.

Mayor Pro Tem Gandara said hi, please come up and state your name.

Paul Pompeo, Member of the Public said yes ma'am Paul Pompeo with Souder, Miller and Associates one of the civil engineering consultant firms for this hospital project. We are also the civil engineers who are doing the 77-acre master plan known as Arroyo Crossing which we just recently approved master utility plan, master drainage plan and preliminary plat for phase one. So, with that I just stand before you if you have any specific technical questions about any of the engineering that has gone on.

Mayor Pro Tem Gandara said no but I knew and I saw it on the minutes and I wanted to see what that included and what sort of things are included in the master plan but I appreciate that.

Paul Pompeo said thank you very much.

Jo Ruprecht, Member of the Public said Jo Ruprecht, resident. I just have a clarification I want to ask for a backup in the PowerPoint if we could to the screen

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about the appeal. There was a term used that I would like to see clarified. On the third line it says tainted and non-verifiable information concerning public engagement was given in the applicant's statements. Since the applicant himself is not present either telephonically or in person I would like to know what that tainted phrase is about because I have engaged with this individual in a number of circumstances in the past year and I find him very particular about details. He has his own particular way of expressing himself and there are times when he is using devices to help him communicate which are within the bounds of what we should be able to follow and I am concerned of this idea of something being tainted is being applied to somebody with a certain amount of disability. So please clarify what that means.

Mayor Pro Tem Gandara said I find it difficult without the appellant here to clarify further. That is, I am very concerned that he is not here. It is sort of unlike him to not be here.

Jo Ruprecht said I understand that and I agree. I was expecting him to be here but I did not expect to stay and make any comment on this.

Mayor Pro Tem Gandara said and I don't.

Jo Ruprecht said without him here, I am concerned because to me tainted is a term applied by staff. It is not coming from him. I would like it to be clarified what that means.

Mayor Pro Tem Gandara asked Adam, can you clarify where the tainted word is used?

Adam Ochoa said Mayor Pro Tem that is a direct quote from his letter. With the parentheses too. It is directly from him.

Mayor Pro Tem Gandara said thank you. Okay, anybody else have anything? Yes ma'am, please make your way down.

Julie Hernandez, Member of the Public said hello my name is Julie Hernandez. Very nervous I have never done anything like this before.

Mayor Pro Tem Gandara said welcome.

Julie Hernandez said but I live at 2315 Desert Drive, which is directly behind the helipad. I have been to very many, lots and lots of meetings over the years about the Apodaca Plan. It has changed many many different times. I am so unclear about what is going to happen behind my fence. I mean I have a wall and then it is just what's going to happen there. The helipad feels much more than 20 times that helicopter comes in. I can tell you that in one day I can count three or four coming in. They come directly over my house, so I know when they come. If I look out over my fence I can see them land. I think that I am concerned about the noise of course. I am concerned about just the whole idea of what is happening kind of out there. I know that lighting has been an issue. Has anyone driven through the street called Legacy? What is

that? Who approved that road? If anyone has driven it if you haven't you should take a minute to do that. The noise from the air conditioner, whatever is happening at the hospital is very loud. The noise in our backyard, you cannot enjoy our backyard because it is just I mean, the noise. I open my door, my bedroom door, there is lots of different things happening, so I am very concerned about. I want there to be a helipad, don't get me wrong. I want people to get the care that they need. I just worry about.

Mayor Pro Tem Gandara said thank you so much. Anybody else? Okay, it looks like no other comments.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, to Approve Resolution No. 23-133.

RESULT:	DEFEATED.
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	
NAYS:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.4 RESOLUTION NO. 23-134: A RESOLUTION REVERSING THE PLANNING AND ZONING COMMISSION’S APPROVAL DECISION REGARDING A SPECIAL USE PERMIT ALLOWING A CANNABIS DISPENSARY (RETAILER) WITHIN THE REQUIRED BUFFER DISTANCE TO ANOTHER CANNABIS DISPENSARY (RETAILER) LOCATED AT 1602 E LOHMAN AVENUE, ZONED C-2 (COMMERCIAL MEDUIM INTENSITY).

Christine Rivera, City Clerk said Adam do you swear and affirm that the testimony you are about to give is the truth and nothing but the truth under penalty of law?

Adam Ochoa said yes, I do.

Christine Rivera said thank you.

Adam Ochoa said one more time Adam Ochoa Community Development for the record. Before you is another appeal to a special use permit. An SUP for a property located at 1602 East Lohman Avenue. Subject property is currently zoned C-2 Commercial Medium Intensity and consist of a vacant commercial building. This was originally the small auto and truck repair shop is what it was. It is located right on the corner of Lohman Avenue and Lujan Street and encompasses roughly about .215 acres in size. It is located in a major commercial corridor along Lohman with a vast different uses all over place including retail, restaurant, offices and of course there is also single family zoning, not zoning but single family development to the south of the property as well. Shown here is the subject property here in the yellow as you can see right along Lohman here everything is essentially zoned commercial, some open and I guess that is flood designation zoning to the south here. Lujan Street is right where Lohman and Amador essentially split. Shown here are some aerials of the property. To give you a little more idea of where it is, here is that car wash right here and like I said there are single family homes along the street and these residential streets to the south. Some street views of that property. So, the proposal is for a proposed cannabis

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retail store on the subject property. Unfortunately, the subject property itself is right across the street from another cannabis retail store and it is roughly about 70 feet away from it. Code requires that a minimum of 300-foot buffer be between two cannabis retail stores or a special use permit would be required. Essentially that is what the applicant did was submitted a special use permit to allow their cannabis retail store at this location. All other buffer distances are being met including distances from single family zoning and from the schools/daycare properties as well. The proposed new cannabis store, retail store will have to follow all City of Las Cruces requirements and State of New Mexico Regulations governing cannabis related retail activity. Here is what the applicant submitted showing the building here and the measurements from building to building. Like I said it is about 78 feet away. So about 222 feet less that what would be required that would be allowed there by right. All relevant city staff did a review of the application and nobody had any real comments regarding the proposed establishment. Notice was sent out to all property owners within 500 feet of the proposed special use permit and staff did receive one phone call that was in opposition of the proposed establishment stating that there are too many already in the city and it is too close to residential and schools. Which is not, it meets the requirements of our code.

On February 28, 2023, the Planning and Zoning Commission did meet to consider the special use permit and they reviewed the SUP and did vote to approve the proposed special use permit with conditions by a vote of 3-1. Findings were for except for the distance of cannabis to cannabis it meets all of the distancing requirements. It is located along Lohman Avenue which is one of our commercial, primary commercial hubs if you will in this city. Ingress and egress will have very minimal impact on traffic, and it meets the purpose and intent of Section 38-2 of the zoning code and it will meet all requirements of not only the zoning code but the State of New Mexico State Statutes as well concerning cannabis. Additionally, staff did point out that Elevate Las Cruces Comprehensive Plan is being met, the intent of it is being met since it is located along a mixed use corridor where we want a mixture of different types of commercial uses, commercial uses, offices uses residential and so forth and it is located in a regional commercial place type as well as called out by Elevate Las Cruces. The condition that the Planning and Zoning Commission did vote for this one is that the property will be required to complete in the administrative replat for the subject property. Essentially there are three underlying property lines and essentially they would have to replat it to remove underlying lot lines to make it one complete piece, one complete lot essentially and that would have to be done prior to the issuance of certificate of occupancy for the business. An appeal was submitted essentially saying that the appellant stated that allowing the SUP saturates the area with cannabis establishments. That the allowance of the proposed cannabis establishment creates an economic hardship on adjacent cannabis establishments and believes that the required 300-foot buffer should be followed. With that council your options today is one to vote yes and approve the proposed appeal and that would essentially eliminate the special use permit. Two to vote no and deny. This would uphold the special use permit. Three to vote amend or four to table and postpone and direct staff accordingly. I stand for questions, I believe the appellant is here as well if you have any questions for them.

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Mayor Pro Tem Gandara said thank you Adam. Anybody? Public comment? Yes, please make your way. Mayor?

Mayor Miyagishima said I am here.

Mayor Pro Tem Gandara asked did you have anything to?

Mayor Miyagishima said oh yeah. Sure, so is this Mascitelli's old garage? Rest in peace Mr. Mascitelli, Tom. Mechanic right at the corner of Lohman, it is like right across the street from another cannabis store, isn't it?

Mayor Pro Tem Gandara said yes.

Adam Ochoa said yes Mr. Mayor that is correct. It is right across the street.

Mayor Miyagishima said just out of curiosity isn't that and then it is right behind a car wash. I thought there was a residence right there right across the street, no?

Adam Ochoa said Mr. Mayor, Mayor Pro Tem there are residences to the south of it but they are zoned commercial. The way the ordinance reads it is for single family zoned properties RIA essentially.

Mayor Miyagishima said so the houses are zoned.

Adam Ochoa said the houses are zoned commercial.

Mayor Miyagishima said I really think we would be doing a disservice to the cannabis business that is right across the street and I don't think that is really good. You are and I think, I have never been inside there but as far as it looks like it was a pretty decent building and they have done a pretty good job and that sign is pretty large and pretty expensive. I mean I don't know I won't be supporting of this measure but again so I appreciate it Mayor Pro Tem.

Mayor Pro Tem Gandara said okay, public comment. Please come up, state your name. you have two minutes.

Sebastian Suarez, Member of the Public said I am Sebastian Suarez, the General Manager of Organ Mountain Cannabis. I am the employee of the appellee.

Christine Rivera said Mayor Pro Tem I should probably swear him in if he is the appellant.

Mayor Pro Tem Gandara said I am sorry you are the appellant?

Sebastian Suarez said I am his employee.

Mayor Pro Tem Gandara said you have to get sworn in. Correct?

Christine Rivera asked ready? Do you swear or affirm that the testimony you about to give is the truth and nothing but the truth under penalty of law?

Sebastian Suarez said yes, and will my time be reset?

Mayor Pro Tem Gandara said yes of course. Thank you Ikani.

Sebastian Suarez said thank you my name is Sebastian Suarez I am the General Manager at Organ Mountain Cannabis. Basically, if the precedence was set a little while ago to follow the 300-foot rule we have done everything on our behalf to make sure we are following rules down to the point where we have perfect compliance with inspections and stuff like that. Double checking and making sure even calling ourself out to the CCD to make sure we are following all the rules and with this precedence, with this rule being set in the law 9 months before we started opening for retail we bought the residence that we are operating out of at the time moment and we spent like over \$30,000 just on rent just to secure that location knowing that it would help us compete in this new market that is being set up. Like I said before we have seen time and time again where we have the opportunity here and now to build this industry and make sure it is built correctly and nurture it like it is a child. They say show me a kid at the age of 7 and I will show you him for the rest of his life. Show me this industry 7 years in and I will show you it for the rest of its existence. Like if we are not here to help the community and help the people who are already paying your taxes, then what are we here for? There is good money to be made and good taxes to be made where good business is being done and right now it just seems like this conversation wouldn't be happening if there wasn't a rule made. If this 300-foot rule wasn't made to ensure that this new and thriving industry is treated appropriately because too often we just see cannabis treated like a third class citizen if not even worse in this country. You know there is a bunch of stigmas tied to cannabis and I feel like this is not helping with all the, oh yeah I got sworn in. Well that is just kind of what I see kind of happening with. You know there is two like Kristin Thompson and the dude that owns Pure Life. There are articles in the news if you Google Darren White and Suzanna Martinez on the same Google search it will come up that they are friends with each other and how they are in cahoots with each other and to me it just makes no sense. You know Suzanna Martinez set the 300-foot rule to help protect this industry and I feel like she was trying to help protect money at that time but it was a very smart idea to help competition thrive because like I said before at this point it is not a quality game. You can have terrible customer service, terrible quality product and as long as you have the money to survive this over saturation of the market you will make it but if you got good customer service, good quality product that and you don't necessarily have all of this capital you are left in the dust you know because of this 300 foot rule is just. To me I just really do feel like we are being let down by our local. I really like a bunch of the things you have to say Mayor Pro Tempore but I feel like me and you see eye to eye on a lot of the things here but it is just too much interest from big money making a lot of the decisions for a lot of you guys and it is really sad to see because this could be a thriving cannabis market and it could be something that helps the people who are already here paying your taxes. You are going to create this over saturation of the market and it's going to cause people to not want to sell legal cannabis and it is already happening. There has been dispensaries shut down already

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because they are selling illegal cannabis from outside the state. There has already been instances in Albuquerque where human trafficking, where illegal cannabis grows are being shut down and they go and try to question the people who are being like these human trafficking victims and none of them speak out against it but we all see what is happening. To me it is not cannabis that is the problem but it is a bunch of the, it's the history of cannabis you know and we are just allowing it to continue to be a very dangerous market to compete in not only from a public safety stand point but from the entrepreneur trying to compete in the market. You know it is a new industry. I can see if it is a bar opening up, it makes sense or if it's a fast-food restaurant. These industries have a lot of backing behind them but this cannabis industry needs people like you guys to have our back. You know we are doing things right. We are paying our taxes. We are making sure we are selling clean product to the community but when you start creating this over saturation you are going to start seeing the black market rise you know I hope we can learn and move forward because the other states have failed in the past. We have a lot of states that have failed and we can learn from them but over saturation does not solve the issues of human trafficking and a bunch of the unfortunate sides of cannabis. There is a dark side to cannabis and we all got to be real and just notice and accept it and we can do our part to help stop that. Thank you.

Mayor Pro Tem Gandara said thank you. Anybody else? Excuse me before you get going, I just want to clarify that the appellant could have his time. I am going to give you two minutes.

Dennis Turner, Member of the Public said okay so good evening Mayor Pro Tem, I am Dennis Turner I am actually the founder and owner of Euphoria Group DBA Cloud 9. We also are locally owned. My partner Erika is born and raised in Las Cruces as well. One and only minority women obviously in Las Cruces. There is a couple of things I want to touch on which is number one the gentleman from Community Development said earlier that there were 16 special use permits. He said half and half where instances where this exact issue went and was approved. I want to notate that so there have been prior ones right now that have been approved. We came and approved last time 3-1 and I want to talk about use and purpose. There are much respect to Organ Mountain, I don't believe in bad talking other businesses we are all in the same industry but use and purpose. Organ Mountain is a retailer who does not offer the same use that we do. They are vertically integrated which means that they supply themselves and they own to grow. I have been over to their establishment and talked to their management several times and they even offered me the tour their facility. I and my primary focus in my establishment is drive thru. That is a complete different use. We are not vertically integrated which means that we need to buy from them in order to do business so essentially, I am contributing to their business as well. Not to mention I just want to reiterate the fact that there were 16 that were already prior approved as we were too. Also real quick, social equity, I didn't hear nobody talk about that. We have a proposal to donate 2.5% of net monthly profits to child daycare for single moms, economic inclusion, reentry, and we will 100% be backed by Las Cruces locals. Thank you

Tim Pitts said Mayor Pro Tem I just want to mention that when Adam went through his presentation I just want to make sure you understand the grounds on which you

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evaluate this in our code. The way it reads is it has an undue impact on the neighboring properties. Now it is relatively vague in the code of what that means and it is going to be up to you to decide what that is. This is not like a variance application where the person has to show that they have a hardship that requires you to give them leeway in what is being done. This is only a standard that says it has an undue impact on the neighboring properties and that is why it is here and when we talked about this earlier there was a little bit of a discussion that the neighbors ought to be able to have some sort of say in what goes on in the next property. That is sort of what it is getting at. Is that the neighbors get a chance to come out and say what they are going to say but it does leave it up to you in awful wide range of how you can consider impact and I just want to make sure you understand that this is not a variance application at all. This is an SUP a special use permit. The heliport is a little easier to understand because it is public safety and so on. This one is a little bit less easy to get your head around what the standard is but P&Z had their view on what the standard was. I see Councilor Flores with a quizzical look on your face.

Mayor Pro Tem Gandara asked are you done Dr. Pitts? Okay, Councilor Flores.

Councilor Flores said thank you Madam Chair and thank you Dr. Pitts. Yes, I have a quizzical look because I am quizzed. What does this really mean, special use permit allowing cannabis dispensary retailer within the required buffer distance to another cannabis dispensary retailer. So, you have two retailers and it is within the? Can you explain that to me?

Tim Pitts said Mayor Pro Tem, Councilor Flores.

Councilor Flores asked what does a no vote mean on this? A no vote means that you/we leave the decision of the P&Z intact?

Tim Pitts said correct.

Councilor Flores asked and their decision was to issue the special use permit?

Tim Pitts said they found in their findings if fact that there was no undue impact on neighboring properties that was not contemplated in the.

Councilor Flores said, great. Thank you for the clarification. Thank you, Madam Chair.

Mayor Pro Tem Gandara said thank you Dr. Pitts. Let me ask, you said P&Z had their interpretation of what the impact meant, can you share with us what that was?

Tim Pitts said Adam was there, I will let him.

Adam Ochoa said I was there. So essentially, the justification for the vote the way they voted was they felt that it should be treated like any other business. One burrito shop next to another burrito shop and that is the way they were saying. They felt like capitalism allowing them to go there. It should have minimal impacts considering also

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as the original applicants stated it is retail but it is a different type of retail that they will be doing there. That is essentially why they voted to approve. That is why they felt it would have minimal impacts. It is retail but is a slightly different version of retail for cannabis.

Mayor Pro Tem Gandara said thank you. Help me understand what other impacts did neighboring properties could we consider, sir?

Adam Ochoa said Mayor Pro Tem some other potential impacts like noise, you know obnoxious odors, potentially, that is covered by codes but pollution, outdoor lighting ordinance. Impact of excessive amount of traffic potentially, different things like that could be taken into consideration as well.

Mayor Pro Tem Gandara said thank you.

Mayor Miyagishima said Madam Chair when you have a moment.

Mayor Pro Tem Gandara said yes Mayor.

Mayor Miyagishima said okay so, I kind of Google it so now across the street is Organ Mountain Cannabis, I think.

Mayor Pro Tem Gandara said yes.

Mayor Miyagishima said okay. Who is the company wanting the special use permit at 1602 East Lohman?

Adam Ochoa said I am sorry Mr. Mayor are you looking for the name of the applicant that is going in here?

Mayor Miyagishima said I didn't hear that, what?

Adam Ochoa said Mr. Mayor, Mayor Pro Tem it is Euphoria Goop is the name of this company. My apologies Group.

Mayor Pro Tem Gandara said you are going to have to repeat it, you kind of.

Adam Ochoa said my apologies, Euphoria Group is the name of this.

Mayor Pro Tem Gandara said Euphoria Group.

Adam Ochoa said correct.

Mayor Miyagishima said okay. Let me just say that is fine but let me just say for the record I will be voting yes so basically not allow this because in my opinion the undue impact is to a brand new business with a brand new industry that would definitely impact their ability to generate revenue needed to sustain itself so that is my findings

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of facts. That is why I will be voting yes which in turn will deny the special use permit so I just wanted to get that and verify that with Christine. A yes vote would deny the special use permit, is that correct, Christine?

Councilor Graham said so a yes vote, Mayor I am sorry I am going to step on you. A yes vote means that two stores can't be by each other, a no vote means two stores can be by each other.

Mayor Miyagishima said thank you, that is what I thought. So, I will be voting yes with those findings of facts that I found.

Mayor Pro Tem Gandara said thank you Mayor. Oh, I am sorry. You are right here in front of me. I am so sorry.

Mario Jimenez, Member of the Public said yes ma'am. Good evening, Madam Pro Tem and councilors, my name is Mario Jimenez. I am with High Horse Cannabis Company and I am a sitting Planning and Zoning Commissioner with Dona Ana County. The city Planning and Zoning Commission has reviewed the merits of the SUP and concluded that the applicant followed all proper channels to operate resulting in the approval of the SUP. Earlier today we heard from city staff that to date all SUPs have been approved and this SUP before should be treated, should not be treated any differently. As also mentioned today we do not limit competing businesses from operation in other markets such as fast food, pharmacies such as Walgreens or CVS. Within your packets for this agenda item the appeal protections for industry surrounding Governor's intent of the passage of the Legislation. The intent is to protect the consumers and the market and I also want to clarify that the Governor in office during the time of passage and currently in office is Governor Michelle Lujan-Grisham not Governor Susana Martinez. The intent of the Legislation was not designed to protect a single business, again it was designed to protect the consumer. As the cannabis industry continues to grow there will be more competition. Competition that benefits the consumer. Sales continue to do well and grow in New Mexico and here in Las Cruces not showing any slowdown of the industry. High Horse Cannabis prides itself on providing alternative medicine to consumers and supporting responsible growth of the industry. That is precisely what this vote is about, responsible growth. Growth that is following council's existing ordinance for the operation of the cannabis of the retail store. I urge the council to support the property vetted and approved SUP for Resolution 23-134. Thank you, Madam.

Mayor Pro Tem Gandara said thank you. Okay, anything else, council? Okay, Christine.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, to Approve Resolution No. 23-134.

RESULT:	DEFEATED.
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima and Councilor Kasandra Gandara

NAYS:	Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
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8.5 RESOLUTION NO. 23-135: A RESOLUTION APPROVING THE PARKS AND RECREATION DEPARTMENT 2023/2024 FEES AND CHARGES/FACILITY USE POLICY REPLACING AND REPEALING RESOLUTION 19-145.

Robert Nunez, Interim Director Parks and Recreation gave the overhead presentation.

Claudia Chavez, Interim Deputy Director Youth Services continued overhead presentation.

Franco Granillo, Deputy Director Parks and Recreation continued the overhead presentation.

Phil Catanach, Deputy Director Recreation continued overhead presentation.

Councilor Bencomo asked in terms of the scholarships, I know you mentioned that there were some scholarships for kids and families that may need that assistance, where is that money coming from? Does that money come from your Parks and Rec budget?

Claudia Chavez said that is actually all donations. All of those are donations coming in from the community.

Councilor Bencomo asked do you mind if I ask how much is in that fund?

Claudia Chavez said there is \$7,000 in that fund.

Councilor Bencomo asked is it annual, annually people are donating to that?

Claudia Chavez said I believe so. It is fiscal year.

Robert Nunez said we have had private residents, private businesses, nonprofits approach us and donate funds. This is carried over now, 2019 was the last scholarship that we did give out due to Covid of course our programs were revised, and we were doing a lot of different things and still providing some services tutoring, mentoring but at a much smaller capacity as we are coming back and requesting these. We do believe that we will be getting families to request those funds and with those funds the scholarship program they are required to pay 50% and we will match that 50%.

Councilor Bencomo asked have you requested funds from the city, from the General Fund to help with that fund?

Robert Nunez said no ma'am.

Councilor Bencomo said maybe that is just a little handoff to the City Manager's Office. I think that is an important scholarship fund. I think that these services are

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critical for so many families and if that is a study that we can do we should definitely try that. My last question was for the last part of the presentation. So, the Aquatic Center is \$2 for everybody?

Phil Catanach said currently the Regional Aquatic Center is \$4 for open swim.

Councilor Bencomo asked is there wiggle room on this I think particularly for under 17 years old? Often I think you have heard it many times the coach, the boxing coach of CrossTown Boxing often comes here and talks about how there are such little services for kids on this part of town and how even when we talk about new recreational facilities where we are talking about them being on the East Mesa and there was rumors on social media that natatorium was only going to be open to professional swimmers and not the entire public and I would personally like to see the natatorium be accessible to children especially. I am curious if you did talk about the possibility of it being completely free or even \$1 but I would like us to have that conversation. I just think it is important and I would like to make such services easily accessible for kids who may want to access that, the pool.

Phil Catanach said anything is possible. You guys are the council you set the prices as approval but just to give you a quick heads up. It is a 50-meter community pool which means it is 4 feet to 12 feet, so it is a little bit different than our Regional Aquatic Center or our other pools. That would be up to you. We have done a few things in leading up to this. We have met with the public schools and started discussion about possibly bringing each third grade or fourth grade from all of our schools to get equated with our water and make that fee either no fee or a reasonable amount of fee where we bring our instructors and start getting our community of Las Cruces used to water. We have also been talking to Athletic Director Viramontes from the public schools about the possibility of bringing high school swimming teams from all the schools to participate as part of a school sport. So, we have had those discussions. We haven't talked about free because we are set by council to have an 85% cost recovery for youth sports, 33% for aquatics and this new aquatic center to tell you the truth and we brought it up during our planning and during our business plan meetings. This pool is not going to bring that much money in. Probably 16% or less so that is something for you guys to consider. Lap swim, you can only fit four people on a lane, 15 lanes are usually set up at a time so the max that you can have is 60 swimmers which is bringing in \$120. So not very much money. Something for you guys to think about like I said anything is possible. I leave that to you guys as the policy makers but we always when we do sports when we do activities we want to make sure that there is buy in from our community and when I say buy in that means that they get involved when something is always free it is taken advantage of quite often.

Councilor Bencomo said I don't think so. I disagree. I think the zero-fare bus transit is a perfect example.

Phil Catanach said I am talking an aquatic center is something that might be a very good idea for our athletic leagues if you didn't pay for that league and you didn't pay to participate there is a good chance you are not going to be invested to go to practice

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or the games if you don't really want to. When you get invested by paying a fee it changes that in athletic leagues for sure when you are committed to a team of fight attend in open swim that is a different story so I will let you guys talk to that.

Councilor Bencomo said no I agree that it is an incredible place. Have you all seen it inside? I am at the Aquatic Center often, not as often as I like but often and I went in and checked it out the other day and it was incredible. It is an incredible facility that I want to make sure kids have access to and they don't feel like they cant. I am curious why the 60+ is a \$1 and \$2?

Phil Catanach said so at our last fee of charges 2019 council decided that 60+ every activity that we do is half price. So, if we charge \$2 it is \$1. If we charge \$4 it is \$2 and that was set by maybe not you as council but previous council who set our fees and charges.

Councilor Bencomo said I would like to see the same fee charge for under 17 years old if I am being honest. I am only one person but the rest of the council could disagree, but I would like to have that discussion.

Councilor Abeyta said I would also like to entertain that idea. Since this is not a money maker as well if doing the reduction to match that of the 60+ as well so the dollar lap swim, fitness, and \$2 open swim just to match it up would be agreeable. I would entertain a motion for that.

Mayor Pro Tem Gandara said I have a couple of questions about the Weed and Seed Program. It has really changed the landscape specifically for our area in District 1 and the Mesquite Historic District and many others. I know at one time we had tried, former council to scale that out over in the East Mesa. We had actually started it and then I think just constraints with employees' transition and it sort of fell on the wayside and so I get a number of emails about the Weed and Seed Program and what we are doing to add to it and add more. There is always this fear that it will be taken away and I don't think that will happen but I have also want to express not only my gratitude to that program but I want to express how important that program is to the community and the kids that live around there and what we can do to scale it out. I know there has been some discussion about that but I don't know if it has moved forward and Robert can you talk a little bit about that?

Robert Nunez said the Weed and Seed Program, Mayfield and Memorial Safe Haven has been in existence since for 21, going on 22 years. It originated through a federal grant through Las Cruces Police Department. Numerous youth have gone through that program and have benefited from that program. We still plan to offer it as income based and 90-95% of those youth are free of charge to that facility. Right now it is 100% with that information. We are still requesting funds from the General Fund to offer operations. We have increased our staff at that facility. That is not going anywhere. As to the request of expanding it, one thing that we did do is we moved our teens out of that building which is now Teen Connection and we are utilizing Frank O'Brien Papen Community Center as well as the East Mesa Recreation Center this summer. That program has increased in popularity, so we needed more space then to

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house them with the kinder through fifth graders. So that has worked out tremendously. We are in discussions with Quality of Life on some other possible locations of expanding programming for kinder through fifth. We currently have seven sites at our Las Cruces public schools and we always entertain opportunities to expand not only the Weed and Seed Program but our out of school time programs as a whole. We see a total of kinder to 12th grade 450 youth everyday at all of our programs. So, there is always opportunity to expand on that. We have discussed with principals at the schools, internally, WIA Building possibilities, Benavidez Community Center and any other location. We have even had discussions of trying to house them within City Hall after hours to utilize possibly the computer lab. Any opportunity is possible to I don't want to say get them off the streets but to allow them to interact socially, have services whether it is internet, WiFi. We have a beautiful gaming room at Frank O'Brien Papen for those that game. The youth love what we have to offer but to expand on those services such as Weed and Seed we are certainly always looking for other locations.

Mayor Pro Tem Gandara asked do you have an amount that you specifically looking at because it sounds like you have had a few conversations with various principals and such and maybe this isn't the time but I would agree that it is late and we probably want to schedule a different time to have this conversation but I believe that a lot of our programming especially with the amounts of \$100 is so unattainable for many of our children in community and neighborhoods like across the city. Frankly when we have 34% poverty rate in my community or district, Councilor Graham's district. We know where they are at and to do that 50/50 just seems unattainable for folks and like you, I want our kids, our youth to feel like there is an alternative. I would like to have additional conversations about looking at different funding, grant opportunities with our Grants Department. I think there is a lot of cool grants out there that we can do some substantial stuff with our kids moving forward. I also agree with Councilor Bencomo, I want all our kids to learn to swim and be familiar with water. So many kids do not have that opportunity and I would like to have future discussion if we can have specific meetings related to that and what it would take to increase that fund, that slush fund if you will, the scholarship fund. I think there is a number of ways that we can do that.

Councilor Graham said I am wondering if we should discuss tabling this to a date definite.

Councilor Bencomo said I was going to make an amendment for those prices.

Councilor Graham asked Christine, can you weigh in on what is actually in the resolution and if we can do that in the moment?

Christine Rivera, City Clerk said for the amendments, I was actually going to have Phil clarify because we were trying to read the resolution and figure out where it needed to be amended so he said he was going to clarify for you guys first and then I will come back.

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Phil Catanach said for the open swim you mentioned you would like to go down to \$1 or free however you mentioned, that is tied to not only our Regional Aquatic Center but to our outdoor pools so that would be across the board for those pools because that is where it is laid out in the fees and charges. It is not just laid out in the natatorium. The Regional Aquatic Center open swim is a little bit higher than the outdoor pools then what we had set at the natatorium.

Mayor Pro Tem Gandara said I guess I didn't understand if that clarifies what it is reading on the resolution and whether we can table it for a date certain and I think that is what we should do, would be my opinion.

Christine Rivera said we can table it so that can clarify and make sure that it is understandable when you guys get it back. Yes, if you want to table to a date specific you would need to choose a meeting.

Phil Catanach said whenever you are ready if want to bring this back a few weeks. This will be a minimal change. The only thing different is our fees for open swim and lap swim are set under general swim and not under the natatorium so we will have to clarify that for you guys.

Councilor Graham asked July 3rd, we are not off that day?

Christine Rivera said as of right now no.

Mayor Pro Tem Gandara said point of clarification. I want to make sure that the Weed and Seed and the grants and funding, and the scholarship all of that is also tied into this as well? So, is that plenty of time for you to get everything together Robert?

Robert Nunez said yes ma'am. I am actually in discussion with our grants office and a couple of grants we found.

Councilor Corran said I did notice the resolution says partial cost recovery for aquatics. It seems like you are trying to ascribe to that and you're saying generally we don't. So it seems like we should change the original ordinance that said that if we are going to change up the fees, I would think. That is my question. Are there things that we need to look at that are deeper and more historical then beyond this because it is putting Parks and Rec in a weird place to have to try and make back money to lose something that we can't do.

Sonya Delgado, Assistant City Manager said I just wanted to step in really quick to talk about that 33% that has been set and it has been there for quite some time and aquatics has never hit 33% and the reason for that is because it cost so much money to make sure the pools stay in all the levels it needs to be at with all the chemicals, all the staff that is needed and our community won't pay that to go to the pool. So, because of that the fees have always been adjusted to however the community was feeling and council was feeling at that time and so we are nowhere near that. We haven't been for years. Could you adjust that? Absolutely and just one other point I wanted to make is I know Park and Rec does have fees right now, they are utilizing so

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tabling won't hurt them. They do have language within the resolution itself currently that allows them to operate in case they need to start something new, try a new pilot program so they will be okay that way they have plenty of time to come back with whatever information you are requesting.

Mayor Pro Tem Gandara said when you are considering this we should really consider those percentages and meet those. Whatever realistic goal that we set we should not have this unrealistic. If that is happening you should come back to us and say look we missed the mark, council you missed the mark. We will take responsibility but we shouldn't keep this up. It needs to be changed.

Phil Catanach said these fees and charges and percentages that we set they are goals that we set as a department, 33% is basically an aquatic kind of guide across country wide. We are always trying to strive for that 33%. We do want to have some kind of percentage on there because we do want to strive to increase our business to increase profitability where we can so if it is set at 20% or if it is set at 15% we want to have some kind of goal to strive for so I will meet with my staff and try to set that.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, to table Resolution 23-135 to July 3, 2023.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

8.6 COUNCIL BILL NO. 23-027; ORDINANCE NO. 3033: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBORDINATE LIEN LOAN AGREEMENT AND NOTE BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO AND THE NEW MEXICO ENVIRONMENT DEPARTMENT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,916,853 PLUS ACCRUED INTEREST, AND LOAN SUBSIDY GRANT FUNDS IN THE AMOUNT OF \$227,240, TO EXPAND AND IMPROVE THE WASTEWATER COMPONENT OF THE CITY'S JOINT UTILITY SYSTEM; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM; AND PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND NOTE AND SECURITY THEREFORE.

Erika Jaquez, Treasurer gave the overhead presentation.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, to Approve Ordinance No 3033.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

ABSENT:	Mayor Ken Miyagishima
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8.7 COUNCIL BILL NO. 23-028; ORDINANCE NO. 3034: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$3,100,000 LOAN AGREEMENT FOR FLOOD CONTROL INFRASTRUCTURE IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIFTH QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX.

Erika Jaquez, Treasurer gave the overhead presentation.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to discuss item 8.7 and 8.8 concurrently.

RESULT:	Carried
MOVER:	Councilor Becky Corran
SECONDER:	Councilor Becki Graham
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

Councilor Becki Graham moved, seconded by Councilor Yvonne Flores, to Approve Ordinance No. 3034.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Yvonne Flores
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

8.8 COUNCIL BILL NO. 23-029; ORDINANCE NO. 3035: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A \$5,100,000 LOAN AGREEMENT FOR STREET IMPROVEMENT PROJECTS AND PAYING THE COSTS OF EXECUTION OF THE LOAN AGREEMENT WITH SUCH LOAN AGREEMENT TO BE SECURED BY A LIEN ON THE FIRST QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX AND THE HOLD HARMLESS DISTRIBUTIONS ASSOCIATED WITH THE FIRST QUARTER PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Ordinance No. 3035.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Becky Corran
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

8.9 COUNCIL BILL NO. 23-031; ORDINANCE NO. 3037: AN ORDINANCE AMENDING SECTION 38-53. CONDITIONAL USES AND SECTION 38-54. SPECIAL USE PERMITS OF THE LAS CRUCES MUNICIPAL CODE (LCMC) FOR THE PURPOSE OF ELIMINATING THE 300-FOOT BUFFER BETWEEN CANNABIS RETAILERS/ MICROBUSINESSES AND OTHER CANNABIS RETAILERS/MICROBUSINESSES AND ELIMINATING THE 300-FOOT BUFFER BETWEEN CANNABIS RETAILERS/ MICROBUSINESSES AND SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS. SUBMITTED BY THE CITY OF LAS CRUCES.

Chris Faivre, Deputy Director of Economic Development gave the overhead presentation.

Adam Ochoa, Building Inspection Supervisor continued the overhead presentation.

Councilor Graham asked if you could go back to the slide of the SUPs that have been approved, of the 16, all 16 were essentially approved?

Adam Ochoa said that is correct, all of them have been approved except for that one. We do have more kind of lined up if you will but they are either waiting for additional documentation that staff needs because it does take some doing on their part in order to get their special use permit ready for public meeting. Additionally, some are waiting to see if the amendment happens then don't have to do a special use permit essentially.

Councilor Graham said in spirit of the actions of the P&Z and of this council the 300-foot buffer has essentially not been existing. We essentially have been regulating this without the buffer based on appeals and approvals of SUPs.

Adam Ochoa said this is only a few of the proposed cannabis retail or cannabis microbusinesses that have come before us. A lot of them will just try and find another place. So, these 16 are those who have said this is it and we are going to try our best to get an SUP approved here.

Councilor Graham said those were 100% approved anyway.

Adam Ochoa said I believe the vast majority were approved unanimously. There is once or twice when we had one person vote against.

Councilor Graham said not as to how the votes broke down but all 16 of them passed.

Councilor Flores said there is a distinct discriminatory phrase language here. Single mixed families but not multi family dwelling, that's discriminatory. I don't know if it falls under any classification of protected class but first glance here it doesn't make sense here to me. Secondly, being that there is so many areas besides the residential area, being that there are so many shopping malls and all these little mini malls, strip malls. Why do we need to have a business right in the middle of a residential area and single family? The other of course is the single family and I know that I am aware of

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Airbnb throughout the city and I know that it has taken away a lot of revenue from our hotels and whatnot. I think the most distressing part here and I am not in any way morally or legally opposed to the use of cannabis in anyway shape or form but it is not acceptable to have that. Do we have a strip mall and have clauses in the agreement because I believe they are owned by one person and the strip mall stores are leased by the tenant, is that correct?

Adam Ochoa said that is typically what happens.

Councilor Flores asked are there no competition clauses in those? It seems to me a business such as cannabis could be say at the Mesilla Valley Mall or it could be at the many strip malls, why can't they go there? Are there restrictive covenants in our strip malls?

Adam Ochoa said we see multiple things in our dealings with our weekly meetings that we have where there was gentleman that owned a strip mall like you said before. He actually would be okay allowing multiple cannabis businesses located on the property. There was one when they entered into a lease agreement with somebody, and they said nope mine will be the only one in your strip mall and that is how they wrote it up. It really depends on how that agreement is written between the lessor and the lessee to be quite honest with you. To touch back on the single family residential, so the special use permits that we have taken forward for the buffer requirement for single family residential are along major thoroughfares, they are on main streets. The four that come to mind that we did a special use permit for were all on Main Street which is one of our busiest streets along Las Cruces but literally right behind them is single family zoning.

Councilor Flores said the one that you are referring is the one we overturned where people came in from Tutti Bambini and that area and we did overturn that decision, but this is different. It is not acceptable to me at all to discriminate between single family residential and multi dwelling, I don't understand that part at all.

Tim Pitts, Deputy Director Community Development said we actually agree with you 100% on the issue of single family residential and multifamily residential and that if you are not going to approve to get rid of the buffer for single family residential then we are going to recommend you apply it to multifamily as well. It is one or the other. We shouldn't be picking and choosing which type of family gets a buffer. We are in agreement I think with what you seem to be saying here. That is what we are going to recommend to you.

Councilor Flores asked why would you propose this and then expect us to go back to the drawing board for you?

Tim Pitts said we are asking you to remove what we believe to be an inequitable rule in the code.

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Councilor Flores said you are talking about the 300-foot issue. That I understand. What I am addressing Dr. Pitts is the fact that there is a discriminatory application here as to single dwelling and multifamily dwellings, did I not read it correctly?

Tim Pitts said we do not propose to allow cannabis facilities in any residential districts whatsoever. That is not what one of our recommendations.

Councilor Flores said but you are saying to eliminate the 300 foot which means that it opens it up to next door.

Tim Pitts said right now if you were to take say one of these buildings maybe a couple of 100 feet to our north, they are all 300 feet of residential. Everything from that CVS up is all within 100-300 of residential. We are all running into problems of people not being able to go into those buildings and one of those things we are finding from the economic development perspective is that cannabis right now is adaptively reusing buildings that we were looking at nobody ever going back in to them. From economic development perspective we very much want these businesses to be able to go in because they are going to reinvigorate neighborhoods and we don't want them anywhere near residential.

Councilor Flores said it does not say that. Arguably and definitely, someone could say I have a single home and I want to make it a cannabis retailer.

Tim Pitts said that would not be allowed under the current code nor would it be allowed under the recommended amendments we are proposing here. Single family homes could not be used for that purpose unless it was rezoned into a commercial property.

Councilor Flores said if there is no buffer zone it could be anywhere.

Tom Pitts said under our zoning rules you can't have spot zoning. You can't zone a property different from its neighbors. It must be either next to a similar use or in an orderly fashion. We couldn't go in and take a single-family residence in a neighborhood and rezone that to commercial. That is against I believe state law that we can't do that and we certainly would not recommend that anybody do that.

Councilor Flores said then what I would recommend is that the language be a lot clearer and I think it has a lot to do with the fact that somebody could arguably win on coming in and saying there is no buffer zone and this is analogous to of the fact we have residential homes or the elderly or the people and I am talking about my district that I am aware of one and there are probably more because they are right where I walk my dog every day and the Airbnb. Those are actually businesses and not really residential units. How did they get around that and why wouldn't someone who wants to use say a property a dwelling they own say a single family dwelling and set up a business there.

Tim Pitts said in the zoning code already we have expressly limited cannabis facilities and Adam had earlier in the zoning districts that they were allowed in. Generally retail

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and consumption C2/C3 so the commercial areas and then the only way you can do a cannabis facility in a residential area is if it is in the REM or the EE in the very large lot usually in the one to five acre lots and only then it is very restrictive ways that you have to do it and you have to stay away from where the residents are. We are inclusive whether if you are R4 which is our highest density residential or you are R1 which is our single family residential. No type of R zoning allows for cannabis facility except that express thing in those rural districts.

Councilor Flores asked the language that we are voting parts of it will be in the actual ordinance, is that correct?

Tim Pitts said I think in your packet you should have the correct wording for the ordinance and it is I believe it is revise and replace.

Tim Pitts said we are going to replace the existing cannabis rules with the new ones by striking out about three sentences. Otherwise, the rules stay exactly the same.

Councilor Flores asked the packet that we got does the public get that packet too?

Adam Ochoa said it is available online.

Councilor Bencomo said I think there is some misinformation being discussed. Would a grocery store be allowed in the middle of a residential neighborhood?

Tim Pitts said no we would not allow a grocery store.

Councilor Bencomo asked would a gym?

Tim Pitts said no, not a gym.

Councilor Bencomo asked no because that is not what they are zoned for, correct? I think the reality is that if you put a business smack in the middle of a residential neighborhood you might get very little traffic. You might get very little sales. I think for me what is critical to understand when we are talking about these buffers is that while our city is growing it is still a pretty small city. We have large commercial corridors. West Picacho in District 4 for example that are right next to residential neighborhoods, right. Commercial corridors, urban core zones that are right next to homes because that is just the size of our city. We are just not big enough to have only commercial zones that don't rub up against any residential homes and so for me it is a matter of equity. To me equity would not be implementing another buffer for multifamily home. Equity for me would be removing this one. I think that often when I hear people's comments and their fears of the removal of the buffer to me it is still rooted in stigma. We voted just a little while ago on a full liquor license at a location that is in a residential area, Spirit Winds is what I believe it is. Spirit Winds is right next to a home, on the back and on the side and in the front street there are homes. I thought

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some of you would come up and say we don't want that. We don't want alcohol sales. I think that is because we are far beyond the prohibition of alcohol and we have just normalized it in our societies and in our communities. The prohibition of cannabis has been in our community for about a year? I get that there is deep seeded fear of what we don't understand what has been intentionally driven in society for us to be scared of cannabis and much deeper layer to that is a racial analysis is to be scared of the people who are consuming cannabis which is everybody but in this country we have said that predominately black and brown men are the ones who are going to suffer the consequences of prohibition. There are lots of layers to this. I just think it is important to recognize the size of our city places a ton of limits on all of these kinds of retailers and ultimately, I also think a 300 number is completely arbitrary. A year ago we said how about 600, how about 700, how about 1000, it is completely arbitrary and we landed on 300. I did some research around data of other states and other cities and it is all over the place. There is zero for residential buffers, there is 1,250 buffers on residential buffers. The more critical buffers continue to be the buffers that are around schools and daycares. Those are not going away. No one is talking about making those go away. I do want to note that everyone is saying to keep the 300-foot buffer. Would 100-foot buffer be effective in the outcomes of our youth smoking cannabis, 200, would 600 be more effective? Is the ultimate buffer prohibition again because I don't think we are going back. Here we are, we have 30 retailers plus other uses, and we are in essence continuing to place prohibition style barriers on this industry that is now a legal industry. I do want all of you to reflect on what makes you say definitely keep the buffer for cannabis but not for full sale of liquor. I think that is an important reflection to make. While the buffer may or may not be removed you cannot still have any type of retail business smack in the middle of a residential neighborhood because it is not zoned that way. There are layers to zoning and in urban centers there are more flexible zoning so that people can open businesses, that is how we function.

Councilor Graham said my position hasn't changed since I voted to remove this buffer last October. At the time there were three in support, four against. I think that as someone who is often accused of being a socialist here I am saying hey this is capitalism. I understand concerns about the saturation of the industry. Both from the side of people who do not want to see the cannabis industry thrive and from those who are concerned that it is causing undue competition for their cannabis business and what I would say to both sides of that is that this is a relatively new industry. A lot of people are going to try and get into it and the market is going to shake out and do I think that we are going to have 100 cannabis businesses this year and 200 next year and then 300. No, because the market isn't going to be able to sustain that. So for once here I am crying for the virtues of the free market and I will just say to the businesses that have reached out to me, the cannabis businesses who have reached out saying that they want to maintain this buffer, I am sorry I am supporting removing the buffer across the boards and for your business to thrive you have to be the best business in your industry. The other thing that I wanted to speak to specifically, the breakdown of medical versus recreational sales in Las Cruces. I think I caught that quickly, I think it was about 58%.

Chris Faivre said yes, 58% was recreational use as opposed to medical.

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Councilor Graham said this is where I will continue to try to advance my vocabulary change of not just maybe recreational but over the counter because I am part of that 58% of people who purchase cannabis without a medical card. I did it to try to get some pain relief from arthritis because that is my cannabis use at my age. I assure that it was not recreational. I was using it medically. I just don't have a prescription. So, I just want to call out these numbers, recreational versus medical may seem like a simple binary but I assure you that there are probably some other folks in that 58% with me using cannabis medically just perhaps not with a medical card.

Councilor Abeyta said I have a couple of questions with regards to the SUPs. I was curious to see when these were requested was it primarily for the exclusion of the residential or was it because they wanted to be closer to another business?

Adam Ochoa said it is really close to be quite honest with you. Out of those 16 it is a pretty close half and half. Recently the vast majority that we have had been ones to single family residential but for a while there especially along El Paseo we were getting a lot of from business to business, but they are pretty evenly split to be quite honest.

Councilor Abeyta said to me this process system might seem a little labor intensive that it has worked, and it has been able to work for the industry as well.

Adam Ochoa said it has. It does delay them sometimes even more because if they need to provide us with a map to show how far they are and so forth, setting up public hearing and public notice so eventually it does get them done but without a special use permit you don't have a business so they are literally stopped in their tracks until that SUP gets approved, if it gets approved.

Councilor Abeyta said I will note that all of my residents that have either written in or called have been against the removal of the buffer. I myself, I do find any sort of use of any substance I find to be a consent issue for who you are as a person and what you want to do. With that in mind though I am curious have we done defined terms on outdoor consumption lounges yet because this is where I see the issue if we have that near residences. That is where I have some concerns. I am not sure if it is allowed but this was a question that was brought up back in October and one of the reasons that I said no because I couldn't get an answer if it was a clearly defined issue yet.

Adam Ochoa said outdoor consumption lounges are not permitted right now. To follow state statute consumption has to be indoor or in your own home basically.

Councilor Corran said first, one of the most persuasive folks who has talked to me before and is here today and I am glad to see him in the audience asked if you could be at the table when folks were debating smoking, what would you do in that situation and how would you interface with that conversation knowing the destructive nature of tobacco smoke in our culture. That was really potent for me to think about because I know that smoking kills half a million Americans each year much more than any illicit drug by volumes. I think about when someone said we should prohibit cannabis. I am pretty sure that it had a connotation of those people, we want to punish those people

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and I know what those people means. I have been learning in my life how to reduce stigma for all of those people who are at tables and who are excluded from tables and who are criminalized and kept away from tables because their criminal histories part of the spirit of this legislation in our state which is to reduce that stigma to change how we see folks that have prior experiences with cannabis and how we interface with it and think about it and that reduction of stigma. Thinking about what it means to set up arbitrary barriers. Thinking about what prohibition means and the context of prohibition in our history and what every step towards prohibition suggests is that we want to control someone else in a way that will maintain a stigma that we are trying to reduce. For me I think I have evolved, and I continue to evolve and I keep reading what folks say in their emails to me and in public spaces including cannabis retailers, including folks who would not like us to have cannabis at all in our communities. I can't help but to think of that table. 1937 when is I believe that cannabis was first made illegal and the context for that was increasing the ability to deport people from Mexico from the United States. I appreciate you all being here and I appreciate our ongoing conversations about how to think about this and I am considering which table I could be at and I respect the idea that we could nix smoking with historical context forever, that is appealing but if we can nix racist constructions of criminalization of people in our society I would much rather be at that table and stop that at the moment. I will change my vote today from what I did before and I realize that is not popular with a lot of the folks that are in my district and have sent me emails but just so you know I have been thinking about it in all of those contexts since then.

Councilor Bencomo said in some of my research I came across something that Seattle I believe does in terms of the issue of close proximity of businesses and reducing the density and those concerns from other businesses. They are trying to avoid clusters of three or more but they allow pairs so if there is already a pair of cannabis stores/retailers next to each other then from those they have added an additional buffer to not have all of these clusters so they have a buffer from retailer to retailer which we may continue to after today or not, from those two retailers they have an additional buffer to the third to avoid those clusters. Is that something you all have thought of or something that we could potentially discuss in the future?

Tim Pitts said there is a few ideas of how we can handle it if the issue of clustering of businesses were a problem. As a professional planner Adam, Larry and I and the rest of our staff look at this on the basis of whether there is scientific evidence. What we present as our scientific findings and I don't find any scientific findings of clustering of cannabis facilities causing issues. We had a concern that might be the case because there wasn't evidence. We didn't have evidence, at least not local evidence maybe there was some in Colorado, Washington or Oregon but we didn't have any in New Mexico. We have had a year and half to explore and I don't notice any higher rates of crime, any higher rates of vagrancy, any higher rates of social disfunction. On the side for instance and the buffer from schools early on we were presented with pretty hard evidence that had detrimental effects on children and so because of that we recommended those harder buffers. Yes, it was arbitrary but it was the arbitrary number that the state had selected, not us. We chose 300 because that is what the state told us was the maximum we could do. That is how we are going to look at it. If Seattle is finding some and they will look into it and look at what their evidence is and what their results look like and be happy to come back. I said the same thing about

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the consumption. I think two years ago, a year and a half ago when we were considering what consumption meant to all most all of us was smoking. What I am hearing from a lot of the industry is it is either vaping or gummies. It is not as much smoking as we thought originally. There may be avenues to approach that. We have not done that yet, but we will wait City Manager's direction on when we should approach that. We are happy to continue doing research on those sorts of things. How can we possibly open up to other forms of consumption lounges.

Adam Ochoa said just a couple of months ago we had our conference with the New Mexico League of Zoning Officials we here I actually did a presentation on cannabis and kind of gave them a rough idea of what Las Cruces did and just the sheer number of people came up to me afterward talking about what they do and their distance requirements. It is still a very so new that people just keep trying different things.

Councilor Bencomo said that is all I ask for is that if there could be some research on this Seattle model I think is interesting depending on how today shakes out. There have been a couple of people who have emailed me about outdoor consumption, and I don't think we are even close to saying what could work here and something that is obviously based in consent and informed form consent. If advocates are interested in having those conversations, I am open to that.

Mayor Pro Tem Gandara said for me procedurally I am very concerned about cases like this come to P&Z with the number of folks who are either absent or vacancy is and when you have four people one of those which is absent and two are vacant and three vacancies and you are presenting this issue and the appeal that we should have heard earlier I become very concerned that it is an unfair process. I don't know if P&Z acts on similarly to council does when they should be having quorum and such so, I am going to ask you Adam, I thought I read in the packet and I have been working with on this since last week and really as all of council really taking in the information but that really concerns me. If that is the case we have a problem and so I will leave that for you to answer Adam.

Adam Ochoa said we always have to have quorum, we have to have a minimum of four of the seven Planning and Zoning Commissioners on hand to do any type of action. Every single case, all 16 that have been approved were approved with quorum. Last meeting we had five there. So, all five that voted to approve the special use permit that came in for our last month's meeting. All of our approved with quorum and all of them have been vast majority either vote unanimous or only one person voting against this essentially. We do have quorum and we do actually have a full commission as well now. We have 7 commissioners now.

Mayor Pro Tem Gandara asked can somebody as we are talking go back look because I thought I saw that you did not have three and one, three were missing and one was absent? I am glad to hear that you have a full board. It is an important step in such a high priority commission that does a lot to determine planning and zoning issues related to the city. I feel like this is evolving and ever changing and all of us are being hit at different directions. I try to be really open and concerned and what I have always said and continue to be concerned about is youth consumption and the data

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that suggest that density and the number of businesses that we have correlated to onset use for our youth. What I have asked in the past is for you all to bring in the experts as we speak on this issue because it is something that I feel is actually missing from this equation. When I hear Dr. Pitts suggest that there isn't any evidence and you're thinking from a planner's perspective I think and I often I also believe that where you live the zip code you're at right. Think about our city, to Councilor Bencomo's commentary related to our city being smaller we all live in neighborhoods at least most of us here, me in particular speak for myself where we have high poverty rate, we have a number of issues happening in our community and I worry about the messages that we are sending to our kids and luckily I see a lot of folks here from H2H have been wonderful to invite me for tours. We have had really great conversations. They are very open and they too and at least a couple of representatives that I have spoken to are concerned about youth consumption but those conversations aren't being had and we need to have more of them related to that as relates to density. From your perspective is that something that you are also thinking when you bring this particular piece to us?

Adam Ochoa said staff took a look at and essentially, we saw the issues that were brought before you. We have all 16 SUPs get approved with no issues. There is no opposition from the crowd to be quite honest with you. One they would get a little heavy as I remember but really no oppositions to them. Additionally, code enforcement has not received to many complaints. We have a weekly meeting with our code enforcement officers to see if there is anything out there to see if there is any types of complaints about consumption or under age consumption or anything like that. Nothing has been reported as of yet. As staff that is what we look at and that is why we feel that the amendments are basically needed and maybe in the future something else can be done as well.

Mayor Pro Tem Gandara said I appreciate that but we also had a presentation from the Superintendent's office with the individual Amy Himelright specific to this this. They didn't see an increase but there is an issue there and I don't know that the city just utilizing codes and PD's stats is the most appropriate thing. We have data that I am getting and I am receiving it and I am getting all this information that suggests and the data over studies, meta analysis and studies that indicates that the density is causing unset youth cannabis usage. With that, I continue to be concerned. I know this is a piece that we are not quite ready to because of the level of expertise, and we don't have anybody that speaks specifically to public health issues on staff and so it is up to me and others to look at that and really consider. That is one of the things that I am looking at with the removal of this 300 buffer and so I am asking again anytime that we speak to this removal of buffer anything that we really look to the experts in community because they are out there that could give us some good feedback. I feel like a lot of the times it is one sided and I am relying on people on public comment two or three minutes to speak to their expertise related to in this area.

Adam Ochoa said definitely we can look into that.

Greg White, Member of the Public said I am personally glad that legalization has occurred. I think that the social equities issues have long been ignored however I also

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believe you must have standards for locational changes. Simply going in and removing a buffer because you haven't had any reports or haven't had opposition to special use permits doesn't mean that there aren't concerns about the special use permits and by eliminating it you take away the public's right to have a voice in what occurs within proximity of their homes. I hope you don't do it. I hope you do consider increasing the buffers to include multifamily. Multifamily dwellings frequently have higher rates of youth occupying them than single family houses. You get that, you have a limit of 300 feet from schools for a reason, for the children. Other point I would raise is this if you want to increase the potential for new outlets which I think is reasonable do look at allowing clustering inside of strip malls or similar kinds of areas. If you have clusters of vacant or underutilized buildings allow them to be used but don't go in and take away people's right to express their concerns.

Karen Sowerts, Member of the Public said I own eight childcare centers here in town. I am concerned that the buffer zone is not big enough for childcare centers and schools because the average step a person takes is about two to three feet. So, what you are saying is that you can have a cannabis place within 150 steps from a childcare center playground or from the place where the parents bring and drop off the kids. I would just like to say that I don't think that is far enough for schools and childcare centers and another thing that I am concerned about and it has nothing to do with the ordinance is that we have had trouble with parents that come and pick up their children sky high on marijuana. They are not drunk because they don't smell drunk but they are definitely high. How do you feel about that as Las Cruces? Is that a good thing to have done? It has allowed so much freedom to use this cannabis. We can't turn a child loose to a parent who is drunk but there is no rule about turning a child loose to a parent who is high on marijuana, and it is happening. These are young parents, young people that are kind of just parenting by the seat of their pants. They don't have a lot of responsibility. I'd like it to be further away.

Clarice Francis, Member of the Public said I want to start by saying I have a son who has extreme arthritis and he has a lot of health issues and he has a medical card for marijuana. That is the only thing that has helped him with his pain level. He takes pain medications but they affect his liver more deeply. Marijuana somehow isn't affecting his liver as bad. I am not against this totally for medical purposes. There are big grocery stores already in our city, that is not needed. There is already big cannabis buildings and companies and businesses in our city, we don't need them at the doorstep of our residences. I say keep this buffer.

Lori English, Member of the Public said I live in Councilor Corran's district, and I am really bothered about lifting this restriction. In fact, I think that it should be increased and it should be drawn up to include multifamily residents like apartments. Like the Veteran's apartment building to include a 300–500-foot, I think yard would be a better distance. Do you realize 300 feet is 100 yards? Seventy yards one way from the ladies room to my seat here in the second row. That is how close a cannabis dispensary can be to your home. Do you want your children exposed to this? The state needs to specify, just like a gun you can't buy cannabis if you don't have instate I.D. You don't come from Texas or Arizona or someplace else to buy guns and you don't come from another state to vote. So, you shouldn't be able to buy cannabis in

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New Mexico unless you are a proven New Mexico resident. Revenue over the long term I don't think off sets the medical expenses and the long-term problems that we are going to have not only with people right now but as the previous lady brought up. What about people who are on cannabis, recreational cannabis picking their children up at school when they are high? That is under the influence they just don't get caught by the police.

Dale Ann Lathrop, Member of the Public said I object this removal of this 300 feet. I have had my neighbor's using cannabis. I don't care if they want to use their cannabis inside their home but when they are out in their yards and it is coming into the vents of my swamp cooler and I have to turn off mid-summer and suffer the heat because of somebody else's stinking smell. It would be the same way with tobacco. I don't like tobacco either but I don't have any objections to somebody using cannabis for medical purposes or even if they want to use it for recreational use.

Fred Huff, Member of the Public said my comments today are for the removal of the 300-foot buffer for marijuana dealers. First how many marijuana dealers do we need in Las Cruces? This presentation showed that we already have 56 dealers locally. We only have three Super Walmart Centers and that seems to be plenty. When New Mexico legalized marijuana it was for adults but one has to be brain dead to really believe that this law is not an open door opportunity for our young people to gain access to this federal illegal drug. I found a 38 page report about marijuana use by adolescents prepared by the National Institute on Drug Abuse and emailed to each of you before this meeting. Here are the opening comments from the director of this institute, because marijuana impairs short term memory and judgment and distorts perception it can impair performance in school or at work and make it dangerous to drive. It also effects brain systems that are still maturing through young adulthood so regular use by teens may have negative and long-lasting effects on their cognitive development putting them at a competitive disadvantage and possibly interfering with their wellbeing in other ways. My question to this council, do you hate our children so much that you would vote to make this addictive and damaging drug available on every street corner? Shame on you if you vote yes.

Corrina Miramontes-Strauss, Member of the Public said I am a cannabis dispensary owner here in Las Cruces. I was not planning on speaking but I just want to remind everybody that this is also a medical use plant. We are all comparing it to alcohol. It is nothing like alcohol. It is a whole plant medicine that has been proven to be medicinal for a very long time. So, I ask that you don't compare it to alcohol because it is the furthest thing from alcohol. It is true plant medicine that God put here for us.

Dr. Ned Rubin, Member of the Public said I am the Chair of the Unified Prevention Coalition of Dona Ana County. We are supporting in continuing to maintain the buffer. I would like to have you think about this from a slightly different perspective though, from a social determinants of public health perspective. You can make a decision today I think that will go a ways to decrease use of cannabis among our kids. There are a number of studies that have been done to examine the issue you are dealing with today which it has to do with the density and location of outlets. We already know the impact that cannabis has on the brains of youth. The issue I am talking about here

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has to do with the frequency of exposure to information about cannabis which has to do with signs and location of outlets. In the mind of youth proximity and location of outlets leads contributes to the decrease in the perception of the risk of cannabis use. In other words, it normalizes their sense of cannabis. From a scientific evidence based public health, quality of life perspective there is the most universal acceptance for the need to control locations and limit the density of cannabis outlets.

Patrick Garcia, Member of the Public said I just want to highlight a few items for consideration and concern regarding this issue. Number one the visual impact echoing off the previous speaker of recreational marijuana dispensaries in neighborhoods. Marijuana dispensaries and their signage near familiar residential areas directly impact youth in areas of their home and normalizes marijuana use without proper understanding of marijuana and its associated risks. The consistent viewing of these marijuana store fronts becomes part of their daily story. Buffer zones are needed. Secondly an increased crime rate near neighborhoods. I encourage everyone to do the research and look at those studies. Recent studies have shown that when you have at least one medical or recreational store front there is an increased crime rate. The University of Colorado published in the Journal of Justice Quarterly indicated recently which highlighted numerous crimes associated with proximity including aggravated assault, auto theft, burglary, drug and alcohol offenses, murder, public disorder, robbery and theft from a vehicle. The studies are out there you just have to really do the work and find them and see what they say and their relevancy to the topic. The values of homes are at risk. This is a consideration. The negative impact marijuana store fronts have with regard to land use and neighborhoods including increase in pedestrian traffic more vehicle traffic, vehicle noise, increased loitering, public marijuana use all of which impact the peaceful use of existing homes by families. This could negatively impact the existing values of neighboring homes causing significant economic and financial problems for home sellers or home buyers.

Jody Kincaid, Member of the Public said I am worried about the children. This discussion is not about economics and zoning. It is about the safety of our children. We need to keep these buffer zones in place and add on like Councilor Flores said multi residential buildings. I am concerned that the children are the ones that are being ignored and I want to share a personal story at this point as to why it actually means something to me. I have a medical card. I have a lot of arthritis. I sleep better at night with a bar of chocolate I am good to go. But my brother who at 16 started experimenting with marijuana first even before he was experimenting with alcohol. He was one of those kids who couldn't handle it very well and by the time he was 37 he was dead and we have a situation right now with the Covid issues in our society where mental health issues in young people are increasing on a logarithmic scale and to make the availability of the dispensary dispense strong marijuana products that we have today more readily available to kids by keeping them closer to residential areas, to school zones, things like that, which we have already talked about happens when there is a denser population there is more availability for children. We have to keep this stuff away from the kids as much as possible. That is the key issue here. It is not zoning. Zoning doesn't care about public health issues or mental health issues. But we do because our children are our future and we need to protect them.

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Tammy Pickering, Member of the Public said I talked to you a few weeks ago and I was a principal at an alternative school. I can tell you directly what marijuana use does for kids but that is not the only thing. You said that the buffer zone was arbitrary. It is not arbitrary. Look at Denver. Denver has a 1000-foot zone and in fact if you open a new marijuana business in Denver you have to file a social impact so it is more than just arbitrary. It is important and if we don't care about our kids and the money and economic impact is more important than our kids then where is our future. That is what I want you to think about.

Jo Ruprecht, Member of the Public said I want to call your attention to a couple of things and listening to all of this but I got two significant things that are missing. One is, I have heard no questions of the police. I have heard no statements from the police about what they are seeing in the past year with legalization and with this proliferation of businesses. What I can tell you with my contact with a number of neighborhood groups who are in contact with liaisons on the police is that there are ripples of information about vagrancy going up, about vandalism going up, about people walking through neighborhoods who weren't walking through there a year ago. I can say this personally about our North Alameda neighborhood. We have got a number of places where we get the answer, they are on our radar and there are police there over and over again and we are being told it is Fentanyl, we are being told its meth labs, we are being told all sorts of things but the truth is of what we smell in the neighborhood is dope. This is a problem and I would like it address this to the Chief. What are your officers telling you about this situation and why aren't you being asked to speak to that? It has been a silent thing. I have been at P&Z. I haven't heard a thing. I have been to some of these meetings, haven't heard a thing. The other thing I want to speak to that is not being spoken of here is Dr. Pitts and the others from Economic Development are glad to tell you about the taxes being collected and about the number of businesses, all this new activity and jobs. Where is the quality of life representation? The city has a Quality of Life director. The city has tourism people. Where are those speakers to tell you those effects?

Randy Pickering, Member of the Public said whenever I read from the substance abuse and mental health services about and this is from February 2023 article from the government that talks about the dangers of marijuana and one of the things it lists specifically is mental health issues. When I think of mental health issues I look around our city. In this respect we don't need more mental health issues in this town. What we need is mental health facilities. As I heard earlier and I look on Google real quick and I see all the dispensaries that are around and I look at how many grocery stores we have and how many drug stores we have. We have fewer drug stores for prescription drugs than we do for this. I am not talking about Fentanyl that is a drug that can be used by a medical facility but 18-43 year olds that is the number one killer.

Juan Garcia, Member of the Public said I sit on the LCPS Equity Council. We had a recent presentation where 7% of high school suspensions, 27% of elementary, and a whopping 54% of middle schoolers, 10-12 year old suspensions were due to drugs and you can confirm this with LCPS. A nationwide survey of high school students Albuquerque Journal found that New Mexico youth reports some of the nation's highest rates of drug use across the board range of illegal substances. The survey also found that one in four New Mexico high school students said they had used marijuana

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at least once in the 30 days prior to the survey. New Mexico ranks second among US states by that measure. UNM Health Sciences News Room, so why are teens using marijuana? The short answer is a change in the culture among young people regarding the perceived risk of marijuana. A common misconception, "that marijuana is harmless and makes kids more open to try it". This was eloquently presented by Councilor Bencomo just a few minutes ago in trying to normalize marijuana, the use of marijuana and in addition to that throwing in the race card to help close her comments. In the past this council has frequently stated in regards to crime legislation there is nothing they can do. In this area you can but refuse. With elections coming up, you will be able to look at parents in the face and tell them you care about their kids and voted to maintain the buffer or you gave in to the marijuana industry and allowed dispensaries near the neighborhoods.

William Beerman, Member of the Public said I am against eliminating the buffer and I think the city's department of Community Development is too zealous in trying to bring new businesses into this town. On November 24, 2020, along with many of my neighbors I urged the Planning and Zoning Commission to refrain from eliminating all conditions on the zoning of 3830 E. Lohman Avenue which abuts a residential zone. At the behest of the department of Community Development the commissioners ignored us and approved unconditional high intensity commercial zoning for that property. Having some foresight back then I also urged the Planning Commission to ensure that a marijuana store could not be opened there but they rejected that request too and so subsequently did city council. I argued that since the property was located next to a liquor store the location of a marijuana store next to the liquor store would create an attractive nuisance. Now guess what there is a sign on the property at 3830 East Lohman announcing that a marijuana store is coming soon. I saw a list of more than 100 marijuana businesses with licenses pending or granted in Las Cruces. If we have that many licenses, why do we have to relax our law to allow more? I guess the Community Development Department will license just about anything to approve their growth numbers. They even licensed a "home occupation" a biohazard clean up business with a big truck and billboard in a middle of a block in our neighborhood.

Don Walker, Member of the Public said I come as a concerned parent and community member. I grew up in a generation that watched Hollywood and smoking and alcohol and drugs from rock stars. These buffer zones are important because they create a space between our children and what they can see adults doing but the impact of the decision and the boundaries aren't so important as the modeling. As a parent for my children that I raised here in Las Cruces, I had nine. What I modeled what important more than anything else because I wanted to set a good example of what a good citizen did. I didn't smoke, I didn't use drugs, I didn't use alcohol because I wanted my children to have a happy life. You talked about smoking, all these things that affect our health issues are going to affect our children so we need to set an example but boundaries are just part of that and we need to educate our community, our children so that they become good community members.

Rob Wood, Member of the Public said it was never noted that this was a controlled substance we are talking about. This isn't a burrito stand or a clothing store that we are talking about. This is something that is controlled like alcohol. First, since the city

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licenses cannabis dispensaries they must have an idea as to what the right number of dispensaries for a city of our size and demography is. At what concentration do they out strip demand and become unprofitable causing the excess product to move into the untaxed street market at discount price which goes directly to our kids. According to accredited business publication in the Wall Street Journal and Forbes Magazine many dispensaries are failing to maintain profitability because of an excess number of permitted outlets combined with exorbitant taxes and are thus selling a portion of their inventory out the backdoor to the black market to avoid the tax payment while increasing their revenue stream. Remember that this is a cash business and you would have no way to accurately audit their books even if they let you. My second question is raising real concern in other cities is their growing number of back alley unlicensed popup shops. These illegal operations are prime targets for robbery because the thieves get both the cash and the easy salable product plus the operators are not going to call 911. Please keep the 300-foot buffer for all residential dwellings.

Julie Faul, Member of the Public said I am a concerned citizen, mom and I live in the East Mesa area. My hope today is that I would just like you to not lift the buffer zone. I am sure that if you were to talk to residents along Picacho Avenue, West Picacho Avenue they would actually ask you not to lift the buffer zone. I want to make it clear that I am not against cannabis industry. They have a right to have business here in Las Cruces but when the council was debating and legalizing cannabis in 2021 there was a promise made by this body to restrict and regulate this industry. I am sure you remember that. If you remove the buffer zone you will renege on that promise and Las Cruces will have dispensaries clustering and spreading into all spaces of the city. This is not regulation. This is not restriction. I really appreciated Mayor Pro Tem's concern about the youth. I am concerned that other councilors here who did not mention that whatsoever. You even mentioned that some of your constituents said they were concerned and you will vote anyway. I wanted to say that Mayor Corran you said about the nicotine, if you recall at that time it took nicotine it took years and lawsuits before that product was labeled as harmful. We are going to see marijuana that product will eventually be labeled as harmful. This is not about what Councilor Bencomo said as she suggested as stigma or that they were trying to do a prohibition against cannabis not at all. It is really a legitimate concern about the saturation of Las Cruces becoming a pot town. This is not what we have as a vision for our city. This is not what we want for our city.

Ali Faul, Member of the Public said I am sixteen years old and a student at Centennial High School and a former student at Mayfield High School. I was in the kitchen when my mom asked me what I thought about these cannabis buffer zones. I could not believe that my elected officials not only allowing but encouraging drug use in our city. I would like to bring attention on how this effects our youth. I decided to do my own research and it was true so I am here say that I have had first hand experiences with kids younger than me who flunked out of school and went into rehab or spent hundreds of dollars on an industry that you are permitting. You may be thinking that dispensaries don't effect minors and I here to tell you that is false. Someone that I was close to who was 15 was able to buy weed without I.D. because she looks of age. She was 15 and became a regular at that dispensary. She was buying weed for herself and her friends and this is only one way that minors are obtaining pot and

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other harder substances. I could go into story after story about people my age that are using harder substances that are causing hallucinations or dangerous trips or ones with nicotine that you can buy at a gas station that you could end up with an eating disorder or lung cancer. Mayor Pro Tem I would like to really appreciate what you said about the youth. It saddens me that no one else mentioned that but more of you mentioned the decrease of sales that clusters would cause instead of mentioning the teens.

Scott Krahling, Member of the Public said I am the Director of Public Engagement for High Horse Cannabis Company. I am a dad and a daily cannabis consumer. I start my day to day with cannabis this morning and I have cannabis in my system right now. I will have it when I go home. I will use it tonight before I go to sleep. I want to come in and thank you for being leaders and hearing people like me. I do care which way you choose to vote but I understand if you have got concerns and you would like to see these buffers stay in place. You set a great example for the tone of this conversation and I want you to know that and I want you to hear that from someone like me because we would have folks even opposed to what I believe in stand here and say I support the medical use of cannabis. I feel like that is a big accomplishment even when people who disagree with me and disagree with the idea that cannabis businesses should have the ability to thrive but that they understand the medical value is a big change and that is because of leadership and people like you. The only thing that I will add is all cannabis use has medicinal value whether I am doing it with friends after this meeting or I am at home with myself. My body is benefiting from the medicinal use of cannabis.

Josie Lannard, Member of the Public said I am in Councilor Gandara's area and I live in the Historic Mesquite Neighborhood and our area would be affected by if you remove the buffer zone. I really pray that you do not do this. If that is done just right across the street from me potentially can be a cannabis location. You have to remember it is not just an industry, it is people. The historic neighborhood will be really harmed. We have many elderly people in the neighborhood and I myself am retired from the university after 27 years and I am home a lot and have smelled cannabis already in my home from a nearby cannabis location. I was hoping that the mesquite area would become something like Mesilla. We need a range of businesses not just one certain type. A lot of businesses have moved out of the Mesquite Neighborhood because of the pandemic or crime. We are hoping to bring back a variety of business. My research online shows that Albuquerque and Santa Fe, they are maintaining the 300-buffer zone and I feel they did that for a reason. I think that Las Cruces ought to follow that. The other thing is that you need more notice to neighbors.

Peter Goodman, Member of the Public said I disagree with most of what I have heard so far. I was probably enjoying marijuana before all but one of you was born and I was doing so in integrated groups which were greatly frowned upon in society at that time. So, I am sympathetic to what you are saying about the history Councilor Corran but I don't see this as being about that. I see it as a point of view as somebody who has those businesses across the street.

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Nicole Jordan, Member of the Public said I am the Brand Advocate for High Horse. There were several topics that were brought out during public comment due to miseducation and misinformation in our community. One that I would like to address is vernacular. Vernacular is crucial in order to destigmatize cannabis and cannabis users. Comments continue to be brought up that are not actually related to what we are talking about today which is the 300-foot buffer. As the legal industry emerges keeping policy decisions based on false info that makes good people feel ashamed for their choice of alternative medicine is detrimental to setting the example the rest of the state as we have, I believe. The existing policy is not preventing dispensaries from opening. The only thing this policy is having is delays and additional cost for small businesses to realize their dreams. This existing policy is also wasteful of staff resources. Eliminating the buffer will free up time on city council's agenda to address and stay focused on issues that are actually impacting community negatively such as Fentanyl, the unhoused population, and property crime. These are all issues that deserve our resources and attention. Finally, the legal cannabis industry will make our community safer. Supporting our efforts to legitimize our industry is investing and making our community safer.

Dominique Otero, Member of the Public said I am employed with High Horse Cannabis Company. Although it is not the general topic of discussion there has been false claims in prior meetings against cannabis retail outlets and growth farms negatively impacting our youth. According to the CDC and the Youth Risk Behavior Survey in 2021, 16% of high school students had claimed to use marijuana. That is in comparison to a total of roughly 26% in 2011. The total usage of marijuana among young people has decreased about 10% since the legalization of recreational marijuana which began in Colorado and Washington back in 2012. According to the National Library of Medicine Research, they performed a study investigating whether adolescent substance use disorder treatment admission for marijuana use increased in Colorado and Washington following the recreational legalization of cannabis. Over all states in the analysis the rate of the youth marijuana usage declined significantly over the study period with the mean rate falling in half. The decline in admissions rate was greater in Colorado and Washington compared to nonrecreational cannabis legalization states. The adolescent treatment admissions for marijuana use did not increase in Colorado or Washington following the legalization. According to the National Institute of Health, "educational attainment indicated by both years of education and level of education has a consistent inverse relationship with drug use". As opposed to withholding information from our youth the best way to decline the abuse of the substance among youth is to educate them and to educate on all properties of cannabis.

Josh McCurdy, Member of the Public said I am a partner in the High Horse Cannabis Company. I would just like to talk about the buffers and have a free market. Right now I have been in the medical program for over ten years and the prices are the best I have ever seen for the medical patients of all sorts. Not all dispensaries focus on the medical side of it but for our patients to have access like that. You allowed us to do the 24 hours and we have had patients come in at 2 or 3 in the morning with insomnia and being able to give them relief is a miracle thing to us. I wanted to mention the stigma of having a medical card. No body should have to fear having a medical card and what people think of them if they have medical cannabis and their right to use that

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as medicine. The free competition, I am a big fan of it and just the free market to let it open and let us see where we are at the consumers and patients win at this. Not everybody is going to survive. It is part of the capitalism, and the best will survive with the best methods and prices and stuff and the patients ultimately win.

Conrad Ottenhoff, Member of the Public said Las Cruces has certainly welcomed the cannabis industry with open arms as witnessed by the number of outlets currently in place. We do need to step back and recognize that marijuana is still a controlled substance as designated by the federal government. Just as cigarette smoking was endorsed in the 1950's and beyond as a relaxing experience, later this became associated with lung cancer. Similarly vaping introduced as a safe substitute that also can jeopardize the respiratory system. So medical use notwithstanding, unforeseen physiological and psychological effects due to long term use of marijuana are yet to be fully understood. Given these concerns and potentially unintended consequences should we not protect our community and proceed with caution while maintaining or extending the current buffer zones, essentially err on the safe side.

Derrick Pacheco, Member of the Public said I just want to remind the public that this resolution amendment has come forth by staff members. Dr. Pitts and crew have been busy wasting time, having to direct folks to P&Z meetings where every single vote besides one has been approved. This is simply to save time and resources of the Community Development Department. The rhetoric that I have heard has no real force on this conversation because it is the same old school rhetoric that we are trying to get past. We don't need to hear these comments. This is simply about what has been brought forth from staff members. In addition, due to complex and advance talks with councilors such as Councilor Flores here, I have taken that to heart and have actually invited Dr. Peter Grinspoon of Harvard Fame and Cannabis Fame to come speak with folks at my licensed cannabis facility to try to put some of these misnomers to rest because education is important. I want you to note that Peter Goodman just spoke on cannabis and being pro cannabis and being a long-time young person user. I want to remind folks that he is a Municipal Court Judge and he smokes dope.

Sebastian Suarez, Member of the Public said I am the General Manager at Organ Mountain Cannabis. I am a medicinal cannabis advocate. I think this meeting was the perfect set up for what I am trying to say because we have already seen a couple of false statements like the last time this was voted by the council all seven of the members weren't there to vote on it by the committee. I am the business that is being affected by the business that is trying to open up right next door to ours. With the amount of businesses opening we are definitely seeing the market flush itself out but I think far too often we put capitalism first and we have seen it over and over again with pharmaceutical companies and the alcohol industry and even the fast food industry that greedy politicians constantly take precedence over public health and this constantly happens to the point where 20 years later we are going to have to turn around and fix it. I have heard constantly from a bunch of people in the industry, lawyers from other states that commend New Mexico on the way we rolled out cannabis legislation over here. I feel like this here was set up to help protect the market here and it is slowly breaking it apart. It is no longer a quality game it is a capital game and if you don't have the capital to compete against people like Darren

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White and Kristin Thompson who use to be the Director of the CCD. I just see it falling apart slowly but surely.

Sarah Smith, Member of the Public said as a mother I am here today to maintain the 300-foot buffer. My concerns about the cannabis buffer are not related to my own children. My husband and I are raising our own teens to know better than to get involved with drugs but I am worried about the many other children in this community who won't have those same advantages. Those whose parents are not as involved and who already at risk. These are the kids who will be most likely to suffer the negative impacts if you remove the buffer. I was not opposed to cannabis legalization. I know that cannabis has important medical uses. None the less I implore you to prioritize the health and wellbeing of children growing up here. Instead of only the needs of the emerging cannabis industry. There are already many dispensaries here in the city and we just had a retailer telling you it is not going to be helpful to him to remove the buffer. It is going to hurt their business. Public health studies have shown that as more cannabis retailers move into an area more children are likely to have substance abuse issues and are more likely to start using drugs at more younger ages. The more children see cannabis in their community the less risky they believe it to be and more of them will use it. Cannabis is not harmless especially for children. Studies in the Journal of the American Medical Association have found that adolescent brain development is hindered by the use of cannabis. If there are too many dispensaries in Las Cruces there are going to be more children here who will end up abusing drugs and suffering from impaired brain function. They are going to have problems with attention and memory. These issues do not go away when they stop using cannabis. You will have directly harmed these children through your policies and these children will not be allowed to thrive and succeed. Instead of removing the 300-foot buffer I am calling on you to extend the same protection to multifamily areas as well so that these protections will be in place for all children regardless of status.

Elizabeth Ortega, Member of the Public said as a psychologist I learned that cannabis creates crevasses in the brain and it is a psychotropic drug. It is not healthy for you and as a teacher I learned that cannabis keeps your students out of class.

Megan Boulter, Member of the Public said I am a Public Health Law Attorney and a Professor at the University of Denver School of Public Health, I am also a resident and a parent here in Las Cruces. I came before this committee back in October and shared with you some density maps regarding some existing density in October 2022. I also provided a number of studies that indicated that proximity and density do matter. These buffer zones they are not arbitrary. They are based in evidence based research and in public health and Professor Corran I know that you know well that your physical and social environment are also social determinants of health. I do want to talk about the nature of these impact studies and what they are doing in terms of looking at financial impact alone and I appreciate Dr. Pitts contribution but simply that the analysis didn't notice or didn't think or observe an impact does not mean that they do not exist and at the October meeting you were told that a number of stakeholders would be involved as Gandara you mentioned and Flores about using public health professionals and retailers to develop point of sale retail policy that benefits both local retailers and the community at large. I just want to name three more things. This is not

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about use, possession or purchase. Marijuana is legal whether it is medical or it is recreational. You should never have to have an explanation why you use and what you use. A 300-foot barrier is a reasonable regulation that does not eliminate your ability to access 24 hour service or drive through facilities. Some of my family members do. However, if you eliminate that buffer you do put a burden on homeowners that now don't have a choice of whether or not they stay or move based on those incoming retailers. Consider this as not an animosity between the two. We can work together to develop better policy but all stakeholders need to be heard.

Mayor Pro Tem Gandara said there was a number of people that came up and suggested that this council doesn't care about kids and I want to be clear that I serve with these people every day and they care tremendously about kids. They are mamas, aunties, grandmas, friends of young children. They care deeply about this, and this is a very complex issue. Most of us would agree here on council that this isn't about whether we agree cannabis should be legal or not. This is about a buffer and I will say specifically from my perspective I continue to be concerned about youth consumption and density and again I have asked our staff to work through that. It is unclear and really unfair to make a decision over time when we clearly asked for experts to come to the table and have conversation that has not occurred yet and so we have to rely on experts in community to speak to that.

Mayor Miyagishima said a 300-foot buffer is basically one football field and some homes don't have air conditioning so they have their windows open, they use fans. If we were to remove that buffer and you have all these people that might be out and they are not supposed to but they do anyways smoking cannabis. It is going to hurt the quality of life of those who don't want to smell that and two you are probably going to hurt the property value of the area where these businesses are. Frankly there is too many businesses. They are not all going to make it and I can almost assure you that in the next five years you are not going to see the number that are there because there is just not enough business for them and all you are going to be doing is adding more fuel to the fire by removing the buffer. I really believe that if it is not broke leave it alone and obviously, I am for keeping in that 300 foot buffer.

Councilor Yvonne Flores moved, seconded by Councilor Tessa Abeyta, to allow Mayor Miyagishima to participate telephonically.

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Ordinance No. 3037.

RESULT:	DEFEATED.
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Johana Bencomo
AYES:	Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Becky Corran
NAYS:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, and Councilor Yvonne Flores

9. BOARD APPOINTMENTS

9.1 DOUG BUTLER

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to appoint Doug Butler to the Capital Improvement Advisory Committee.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becki Graham
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

9.2 MONIQUE LOPEZ

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to appoint Monique Lopez to the Mesilla Valley Public Housing Authority.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becki Graham
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

10. 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).

10.1 COUNCIL BILL NO. 23-032; ORDINANCE NO. 3038: AN ORDINANCE REPEALING CHAPTER 2, SUBDIVISION XV. DOWNTOWN PARKING COMMITTEE OF THE LAS CRUCES MUNICIPAL CODE 1997, AS AMENDED.

Council agreed to bring it forward.

10.2 COUNCIL BILL NO. 23-033; ORDINANCE NO. 3039: AN ORDINANCE AMENDING CHAPTER 7.8, ARTICLE I, LOCAL ECONOMIC DEVELOPMENT ACT (LEDA), SECTION 7.8-3.-LEDA PLAN, OF THE LAS CRUCES MUNICIPAL CODE (LCMC) 1997, AS AMENDED AND ADOPTING A LEDA PLAN IN ACCORDANCE WITH THE SAME.

Council agreed to bring it forward.

10.3 COUNCIL BILL NO. 23-034; ORDINANCE NO. 3040: AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND BHD LAND DEVELOPMENT LLC, FOR THE SALE OF APPROXIMATELY 17.53 ACRES OF MUNICIPALLY-OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF \$581,700.00, IN ACCORDANCE WITH PROVISION OF LCMC 1997, SECTION 2-1312.

Council agreed to bring it forward.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR FLORES

Last week on Thursday the Real New Mexico, Las Cruces was launched. The new branding and it was absolutely wonderful. I want to thank Karina Oberman, her piece in the newspaper a few days ago. She was really lauding the city for public transportation available to her when she was injured and couldn't drive, and I just want to add that she wasn't aware of the South Central Regional Transit District. I think a lot of people aren't but that one not only connects our city but it connects us to different parts of New Mexico, Southern New Mexico as well as El Paso, Texas. I would like the City Manager to look into the issue of backyard breeders. There is a high kill stat at the Animal Services Center and I think that what is contributing to that is the breeders who are not licensed and are exploiting that and being very cruel to animals. Also, I would like a presentation if at all possible on traffic calming efforts in the city. We have a lot of speeding in the East Mesa and I get telephone calls and comments. I also want to comment lastly on the comments by a constituent who said she wasn't able to get treatment and indicated that Memorial Medical Center and Mountain View Hospitals are for profit only. I think we need to look at universal healthcare. It is something that we brought up several years ago and a lot of people are in dire need. A lot of people don't qualify for Medicaid.

11.2 MAYOR PRO TEM GANDARA

Speaking on our Oversight or Citizen Review Board request. I believe community policing from Century 21 policing should be adopted as a philosophy for the entire police force. It adopts things and highlights focuses on trust, legitimacy policy and oversight technology and social media, community policing and crime reduction, officer wellness and safety. I think when we have a well resourced team and when I say that I mean looking at root causes to what is happening in community around crime. That means addressing poverty, our mental health and I think we all agree that is something that we need to do and I will. We have a meeting this week with Public Safety Select Committee. I have committed to looking at ways to open up to Public Safety Select Committee to the public and we will be having those discussions. We will also be looking at reviewing the OIR contract and Councilor Corran made a wonderful suggestion about involving OIR when there is a police shooting and a fatality and I just want you all to know that. I have heard the community and I am going to try work diligently to come up with a compromise or something that we can all agree with because I heard very clearly that there is a lack of trust with police, transparency, and accountability.

12. CITY MANAGER REPORT

12.1 IKANI TAUMOEPEAU, ASSISTANT CITY MANAGER

None.

13. ADJOURNMENT

13.1

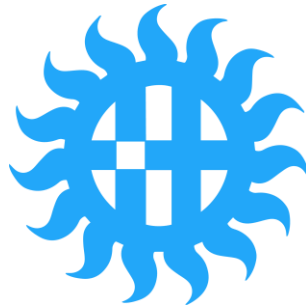
Agenda Item #5.1.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, To adjourn at 7:50 p.m.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

Mayor

City Clerk



MINUTES

City Council

Tuesday, June 20, 2023 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - MAYOR MIYAGISHIMA.

1.2 PETS OF THE WEEK.

No presentation.

1.3 JOBS OF THE WEEK.

Giselle Palomares, NM Workforce Solutions presented Jobs of the Week.

1.4 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - MAYOR MIYAGISHIMA.

Mayor Miyagishima presented Kayla (KC) Cunningham with the Mayor's Certificate for Community Service.

Mayor Miyagishima presented Ruth Jaure with a proclamation for Centennial of the American Association of University Woman.

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

2.1

There was none.

3. PUBLIC PARTICIPATION

3.1

Lori English, Member of the Public said on July 19th, 2019, I was honored by the City Council including Councilor Flores and Councilor Gandara and the Honorable Mayor for my community service. I received both proclamation and the Mayor's award for my involvement in pets and vets. As of two weeks ago Monday I was very let down at the way this council reacted to a Veteran's issue at Veteran's Park. You not only accomplished changing policy which was a dangerous change which will affect all the parks in the city but you also granted a noncombat space for a memorial in Veteran's Park simply because unfortunately through no body's fault this young lady lost her life and her father I think is active duty at Holloman. The bottom line is those awards to me are somewhat meaningless because they did not come from the heart. I do honor the Councilors that were there that helped me get those awards. On June 5th you surpassed your high attitudes of being in charge by allowing a memorial to be erected on what many people not only Veterans feel is hallowed ground. Consequently, I and a lot of other Veterans are very upset about that. Years ago, the city Parks and Recreation Department laid down single guidelines given to the Veteran's Advisory Board who only acted unlike the council according to those guidelines. You didn't even want to give the courtesy to the Chair of the VAB a chance to explain those guidelines. You all acted on emotion. This is an honored park, its hallowed ground. It has no space for nonveterans even though it is a military family I can understand that but if you haven't been a Veteran, if you have not served you do not understand honor we Veterans have for our fallen men and woman who have served their country. Every name on this wall and memorials and walls in the park are Veterans that enlisted in the State of New Mexico and gave their lives for service of not only the State of New Mexico but their country. You acted on emotion and not on the rules of the Veteran's Advisory Board and the City Parks Department. In fact, you disrespected us and one councilor even referred to us as old Veterans and only gave us two minutes to speak. I am asking you recind that decision. Make a change, show the Veterans that you care and don't act for one person when you are having to deal with the many.

Rico Gonzalez, Member of the Public said I work with El Paso Electric. Hot temperatures, we are coming into some really hot times here in the city. You all have set up some cooling station locations. We have been in concert with that. As these temperatures come up, we do ask that we get our thermostats up to 75, 76, even 78 if it gets up to 110 to help with the electric load moving forward. Girls Can, thanks for giving that award. Both my daughters went through Girls Can and one of the things that they did not mention is that they have tutorials or classes for parents of those girls on how to get into college. The third piece is our internship program through the County. We have about 5 at EPE and Trinity here is going to introduce herself and she has been having to go through these processes with me and I know I feel bad for her but hopefully it will be a good thing in the future.

Trinity Leyva, Member of the Public said I go to Organ Mountain High School and this summer I have been working on economic development with El Paso Electric as a student intern.

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Rod Gajewski, Member of the Public said I am Adjutant for the Purple Heart Las Cruces. I am also a member of the Mayor's Veteran's Advisory Board and I wanted to mirror what Lori English said. In April I appeared before this council and talked about the Candlelight Ceremony, only one person responded to that and participated in the Candlelight Ceremony and that was the Mayor which he does every year. The fact is that Veterans have been disrespected. No one has ever talked about the poor individual who backed over the little girl and killed her. He will live with that forever. Not anyone ever voiced any concerns or wording to the Veteran's Advisory Board regarding why we had the vote. We had two votes that were unanimous in saying no to a monument. Those of you that have children you know where that child is when that child is one and half years old and so I am saying as Lori said a disservice has been done to the Veteran's. I think Veterans have been disrespected and I think that you have to understand that Veterans represent 10% of the population of this city and we will vote that way. Nobody on this council reached out to the Veteran's Advisory Board and said why did you do that, why did you have that vote? What we have done is that we have now opened up a can of worms that says okay my relative was a Veteran so they should be honored in the park. The resolution that was accepted 20 years ago says it was for a war, a battle or honored Veteran or a civilian who has done honorable Veterans commitments to the community. It is just sad that we have come to the point where we don't honor previous resolutions and we don't honor Veterans of our community.

Andres Rivera, Member of the Public said I am a member of the Marine Corps Honor Guard. Why even have a Veteran's Advisory Group if it is just going to go in one ear and out the other. That is disrespecting us. I am here to honor our fellow Veterans and do things for the community. I would do military honors for Veterans at Veterans Park, and I was told I had to get a permit for this, a permit for that, for loud noise because I am doing the three volleys to render honors. I have done over 1,200 funerals in Las Cruces and never got asked to get a permit for shooting the rifles for the three volleys to honor our fellow Veterans. I want to do it at Veteran's Park for fellow Veteran from a Veteran's group and I have to have permits? That's again to me a slap in the face.

Jeffrey Eakman, Member of the Public said I too am a part of the Marine Corps League. I have severe PTSD because of what I have done, what I felt was positive for the Veterans as well as the groups. How many times we talk about mental health? Where is it? In the Marine Corps League that we belong to every time we fire the rounds I have an episode but I still do it for Veterans who gave the ultimate sacrifice. Those of us who have lost family members, those of us who have lost members of our communities, those in the Fire Department and Police Department they are just as much of a family as your brothers and sisters, aunts, and uncles. For those of us who have served, it doesn't matter if we are related by blood or the oath we have taken. We want to be taken care of because we have given our ultimate sacrifice.

Richard Patrillo, Member of the Public said I am a resident in District 4. I come here specifically for one question for the council and for you as well Mr. Mayor. Has the council at this time within the last few months I may have missed something have considered what emergency measures would be taken by the city in the event we have a protracted loss of electric power and this would include the so called cooling

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stations? This is becoming more and more an issue for communities and cities across the country. It would especially affect the elderly and families with small children and it would cause if it was protracted it would cause a great deal of tension and anxiety in the city and I am not offering anything in terms of confrontation or demands but I think it is something that needs to be given a deeper consideration and we have seen across the country how whole communities and much larger cities than Las Cruces have faltered on this issue.

Mayor Miyagishima said if you have ever noticed the difference between us in the southwest as far as our electric needs and the various equipment versus those back east. Back east they are not used to the heat and so sometimes those really messes them up. Just we are not used to the real cold. What I am trying to get at is El Paso Electric will monitor it and I have only seen this happen once in maybe the last ten years they will have what is called a rolling blackout. They will know exactly where if the power is going to be too much. They will do the rolling blackout to keep the power at a certain level so that there is always power for those that are really essential like various hospitals throughout the city and some others, police, fire things of this nature that has to have electricity.

Eddie Thomas, Member of the Public said what I would like to draw your attention to is the upgrade project that I believe is in District 4, Council Member Bencomo's District. In seeing what has been done to one of the streets where the upgrade is planned there is these white cones that make you have to swerve on, I believe it is Melendres Street and I know the same is planned for the rest of the area and I applaud you for that. Just a simple point that I want to get across is that this swerving to get speeders to slow down in those streets around that neighborhood, I think that was what the whole purpose is why don't we use speed bumps? It is simpler, it's cheaper and I don't know why this swerving business, I don't see why and thinks it's going to slow down the speeders and the people who actually cut through our streets to bypass traffic signals on Valley. Just a simple thing. I have been attending the meetings here in this building regarding that. We get notifications in our mailbox, but I would just like to head this off at the pass before it goes on any further. I live on Calle del Encanto. I would hate to see this and having to swerve and these islands that are going to be built into the side of the street, it takes away some of the parking.

Mayor Miyagishima said it's interesting that you talk about the swerving. In the last 20 years I have seen the city move from speed bumps to what you see here today. I think the reasons being one, what it causes the driver to see and in your case what you thought you were going to have to swerve when really you are having these little medians stick out and the drive path is still the same but to the brain it tells the driver to slow down. The reason why the city has gotten away from it and council can bring it back and tell staff we want these back, but it was emergency vehicles. I want to talk whether it is a big fire truck trying to go down that street really fast or more importantly an ambulance carrying someone. It is vital that they get to the hospital and they have to stop and slow and go over the speed bump. That is the probably the number one reason we don't use the speed humps anymore.

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Rafael Leos, Member of the Public said as you remember from your last meeting on June 5th where we identified a very similar issue with speeding in our community and that is off of Aspen and Hickory Loop. Our address is 1032 Tamarack Drive and the reason that it is important to us is as I brought up in the last meeting is our children play in that community. They ride bikes in that community. We walk streets. We walk our dog but we are one of 100 homes that have residents that live in that community. In doing so I wanted to thank Councilor Flores at the last meeting I went back and I watched the whole meeting and I saw at the very end that you wanted the city staff to look at the speeding mitigation strategies and calming studies that are in your district but you also extended it. Secondly there was a special use permit that was approved within our community at a home for a business. I am all one for small business but with consideration I don't believe in the previous publications that letters were sent out to notify the community that this is occurring. I act as somewhat as one of those community stewards that people reach out to. We have only reached 30% and I know we need 75% to get a petition in order to bring it forth. We are the community, and we are willing to cooperate. We are not here for a handout, we are seeking guidance on how we can support that.

Teresa Cummings, Member of the Public said I live on Aspen Avenue. I want to thank Rafael for giving all of our residents in Glendale Gardens an opportunity to voice our wishes that something can be done for the 50 mile an hour cars and vehicles, trucks that use road, Aspen Avenue, as a shortcut thinking that they can beat lights on Valley as well as Avenida de Mesilla. I have seen people move out of the way for cars. I fear going to my mailbox when I see cars coming down east or west on Aspen Avenue. Something terrible and horrible is going to happen in the future if nothing is done in the present. I also have a question for the fire chief. What is the procedure when fire trucks or ambulances need to go on Boutz Road out of Mesilla that hooks up with Valley? There are speed tables there, very effective.

John Charbonneau, Member of the Public said I am on the other end of the street from Rafael. We do have a big problem there. I don't know if all of you members are familiar with the layout of our neighborhood. It is a loop. You come right off of Valley Drive and you come right back to Valley Drive again but there is a little side street, Hickory. So, what everybody does is they turn off Valley, they go down at our neighborhood they take that little side street, they shimmy out to Avenida de Mesilla there or they may be going to Walmart or wherever they are going. That is the problem, so we have asked to do something to slow down the traffic but really over half of the people that are driving down that street they don't live there. They don't need to go through our neighborhood at all. What I recommend you do is, the cheapest thing you could possibly do is just close Hickory. That street doesn't need to go all the way through our neighborhood. You can still get through all the businesses there by going past McDonalds by coming off Avenida de Mesilla. Try it for a week. Put up a road closed sign. We actually had that happen several months ago there was some road work being done and there was a pile of dirt on the street that obstructed the street pretty well and it was like a speed bump and you had to climb over this thing and the traffic almost disappeared, because people didn't want to have to hump over that thing. A speed bump there would help but I don't see the reason why that road needs to be there at all. What function does it serve? The Fire Department, you come in off of Valley. The ambulance service on Valley, right there.

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As far as safety vehicles there is no reason why they would use Hickory. Consider that maybe as a temporary solution.

Jim Hurst, Member of the Public said thank you for taking the time to listen to public comments. Our society is getting pressurized and if citizens do not have a way to vent and express their frustrations about our government then they will find other means to do so and so you are the first line of protecting us against the crazies. Let them come here. Let them get it out and that is one line of defense for our democracy.

Quinn Cooper, Member of the Public said I spoke at the last council meeting on property theft that has risen in the last year. My own auto theft that I experienced the month before last. What I actually want to talk about is, I understand that these meetings they can go quite late so it's not practical to start City Council Meetings at later in the evening however it makes it very inaccessible to younger people who are not retired and are working during the week. I really want to know about what other than contacting our representatives directly for the councils that we live in, what are better ways for working people to engage with City Council? Do you guys ever consider doing maybe an occasional later session where public input and other meeting items would be less prioritized. I kind of just want to get some ideas from the council itself on how to address that engagement.

Mayor Miyagishima said I don't know if you heard, this is my last year in office and I started in November of 2021 and I can tell you that we have had Council meetings at 9 o'clock, we have had them at 1 o'clock and we have had them 5 o'clock. We have even moved around the districts in districts 1-6 and the participation probably has never been as great as it is here today, believe it or not. The other places that we go to is sparsely attended. Who knows next year can be different leadership and they may want to change it.

Don Kurtz, Member of the Public said I want to thank you for your proactivity on energy transition. This has been a council and city that has been in the forefront of this and an example to cities around the state and country and I just wanted to remind you of one of the great things you did which was to pass in December 2021, which unanimously passed. A resolution to adopt sustainable and beneficial electrification standards in new construction that is owned or developed by the city. I mention it because I was listening to the Work Session on May 8th where you were discussing another admirable project which is the Lohman Subdivision or Development. I mention it because one of the items in this resolution is that all new construction is owned or developed by the city shall be designed through a holistic approach through various complimentary and sustainable practices that include but are not limited to and item C is selection of efficient appliances that all are electric. We are talking about these buildings the appliances are to heat and cool space or to heat water. We are talking heat pumps, efficient electric water heaters, etcetera. I bring this up to you from May 8th because I am sure it already part of your thinking and part the thinking of city staff, but I just wanted to remind you that this applies to the Lohman Project and so that 114 acres is required by the resolution you passed to have all electric buildings. Why that is important early on is that I think is the city is entering into an RFP for a request for qualifications for a master developer. It is very important that,

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that master developer know that this is going to be an all electric development and the resolution just talks about the buildings but obviously if you are going to have all electric buildings you are not going to want to put in hundreds of thousands of dollars worth of gas infrastructure that will never be used. So, when they start thinking about this it is important that developers who apply for this understand. When we come to the thing of putting in gas infrastructure, it's costly and can't be used and I think some of us have in the back of our minds can an become some sort of backup for the electricity but what would that gas be doing?

Yoli Diaz, Member of the Public said I am the Executive Director of CARE, Cancer Aid Resource and Education translating for Nayeli Barela. "I would like to speak a little bit of where I lived. I moved to El Paso in 2009, hopefully she mentioned that. I moved to New Mexico in 2015 for job opportunities. I have two kids, one 14 and one 8. I work in the mornings at agriculture labor and also in the restaurant business in the afternoons. I would like to show you some photos because in 2021 I started having some health issues in these conditions I worked. There was no place I could get medical help and I was discriminated. I was a victim of negligence. The doctor said this was nothing and that I would not die from this and it was just basically appearance. My skin would come off and my hair also fell off. I continued to work like this the doctors said it was nothing and if I didn't mention that it would not die from this. She ended up finding a doctor and they said it was a problem with her immune system which is actually an autoimmune disease. I paid for my medical care out of pocket. I paid for biopsy, CT scan. I paid up to \$2,000. This lasted for a year and she was looking for what was going on with her. She ended up finding her problem was she had Pemphigus which is an autoimmune disease. Nowhere was she able to get chemotherapies. She wasn't able to get any help and it was actually her school's social worker that ended up helping her and it with through the social worker that contacted me, and I was able to help her get the care she needed and I got her to Albuquerque. I wasn't looking for free care."

She was just looking for health care and she was willing to pay it. I think it is very important to say that it was a Gadsden Independent School District social worker that contacted me, and I was really in shock when she told me that she had been waiting for about a year to get health care but as soon as she told me what was going on I immediately knew what was going on. I was in shock that she had said that she had gone to so many places in the health care field trying to look for help and let the social worker know, please have her contact me and we got together. What she needed was health insurance cause her autoimmune disease was treated similarly as cancer. She needed chemotherapy and those chemotherapy treatments are extremely expensive. There was never going to be a doctor to help her because of the extreme expense.

Councilor Flores said I was asking what triggered her autoimmune situation and it was brought up to the doctor and the doctor told you that it was not triggered by the chemicals that are used in the work that you do as a field worker. I suggest that you see an attorney who d deals with workers compensation because I believe by Federal Statute are obligated to have workers compensation insurance and I don't know what doctor told you but if you have the autoimmune system it seems to me that it is something that you had precondition which was triggered by something.

Yoli Diaz said I am a proponent of health insurance for all because it allows access to healthcare, improved conduct, services, and treatment for patients by providers and for doctors, nurses and staff and administration to be paid. I will begin with my ask with the goal of health equity. Create the Healthcare Fund. Contract with a nonprofit organization to create a program to include staff to operate and fund the healthcare program. The purpose is to help Dona Ana County taxpaying residents receive needed healthcare services for a major health crisis who are denied or delayed healthcare due to being ineligible for standard health insurances or market place plans. City of Las Cruces can help its taxpaying residents received needed healthcare by both its City Charter and New Mexico Constitution. The anti-donation clause does not prohibit the State, counties and municipalities for making a provision for the care and maintenance of sick and indigent persons. If you ask about funding and how? To create the Healthcare Fund for the Healthcare Program, you could use the Telshor Fund, Cannabis Gross Receipts Tax, the General Fund, any fund available or allowable. Possibly a partnership with Dona Ana County and you can create a taskforce for discussions, criteria, and implementation. Due to time I will not go into the complicated and multi-dimensional detailed issues that create the injustice segregation and discrimination I witness in access to healthcare. Why does our State of New Mexico being the third number three state in the nation receiving the most Federal Funds per resident of 8,692, why do they not ensure that every New Mexico resident both the US citizen and non US citizen are covered. Non-US citizens known as the undocumented residents are included in this resident count. I feel that our government needs to consider all taxpaying residents and provide resources to all taxpayers. Dona Ana County is on red alert and there is three reasons why. One, our demographics and social determinants of health. Dona Ana County has the second highest population in the state. The second one, is we have three private for profit hospitals. For profit hospitals are owned either by investors or shareholders of a publicly traded company. They have higher cost ratios which are mark ups and these higher costs make it difficult for many. Border region is the third reason. We have a high rate of undocumented residents. Undocumented residents are not eligible for Medicare. Undocumented residents are not eligible for Medicaid. Undocumented residents are not eligible for New Mexico Marketplace. Undocumented residents experience roadblocks to travel to nonprofit hospitals like UNM Hospital and UNM Cancer Center where life saving treatments can be found. Thirty of our 33 counties in New Mexico do not share this problem. Our border region creates a higher rate of inequality. It contributes the injustice and inequity, segregation, and discrimination. I have been talking about some issues identified with Memorial Medical Center, the leasee of City of Las Cruces and Dona Ana County. MMC is the only hospital that provides treatment for chemotherapy and radiation care for cancer patients so if you have no health insurance coverage there is no service. Memorial Medical Center is contracted with two New Mexico Marketplace plans leaving almost 75% of Americans uninsured. They have no known charity programs. They have high charge cost ratios which is known as mark ups, price gouging, inflate estimates and then give discounts.

Mayor Miyagishima said we will take a look at the County's Indigent Fund which actually taxes residents as well because they take 1/8 of our gross receipts tax and puts it in that account. I believe there is usually \$5-\$6 million dollars per year and whatever they distributed to various organizations and also to AMR but then they take

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to the state who gets triple the dollars but ever since the Affordable Care Act was put into place that was meant to provide insurance to everyone. So that would be a big starting point but we can have that discussion if you could text me.

4. READ CLOSED MEETING STATEMENT

4.1 READ JUNE 12, 2023 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in Closed Session and only discussed those limited items as stated in the posted notice.

- 1. To discuss pending litigation regarding Mark Price v. Francis Whitten, Thaddeus Allen, the City of Las Cruces d/b/a Las Cruces Police Department, No.: 20-CV-1099, which is closed pursuant to NMSA 1978, section 10-15-1H(7).
- 2. To discuss pending litigation related to NMPRC Case No. 22-00093-UT and potential New Mexico Supreme Court litigation regarding that NMPRC case, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
- 3. To discuss pending litigation related to NMPRC Case Nos. 19-00099-UT & 19-00348-UT and potential New Mexico Supreme Court litigation regarding that NMPRC case, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
- 4. To discuss pending litigation related to New Mexico Supreme Court Case No. S-1-SC-39804, City of Las Cruces and Dona Ana County v. New Mexico Public Regulation Commission and NMPRC Case No. 21-00064-UT, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
- 5. To discuss pending litigation related to NMPRC Case No. 23-00046-UT, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).

5. ACCEPTANCE OF AGENDA

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

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

6. CITY COUNCIL MINUTES

6.1 REGULAR CITY COUNCIL MEETING OF MAY 15, 2023.

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

- 7.1 **RESOLUTION NO. 23-136: A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF LAS CRUCES (CITY) AND MESILLA VALLEY COMMUNITY OF HOPE (MVCH) FOR THE MANO Y MANO DAY LABOR PROGRAM**
- 7.2 **RESOLUTION NO. 23-137: A RESOLUTION AUTHORIZING THE WRITE-OFF OF UNCOLLECTABLE UTILITY, GENERAL BILLING, AND LIBRARY ACCOUNTS RECEIVABLE FROM THE FISCAL YEAR 2017 IN THE AMOUNT OF \$243,286.44.**
- 7.3 **RESOLUTION NO. 23-138: A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S).**
- 7.4 **COUNCIL BILL NO. 23-032; ORDINANCE NO. 3038: AN ORDINANCE REPEALING CHAPTER 2, SUBDIVISION XV. DOWNTOWN PARKING COMMITTEE OF THE LAS CRUCES MUNICIPAL CODE 1997, AS AMENDED.**

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

- 8.1 **RESOLUTION NO. 23-139: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT FOURTH-QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2022-23 BUDGET AS APPLICABLE.**

Rocio Gamboa, Budget Analyst gave the overhead presentation.

Councilor Johana Bencomo moved, seconded by Councilor Tessa Abeyta, to Approve Resolution No. 23-139.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

- 8.2 **RESOLUTION NO. 23-140: A RESOLUTION TO ACCEPT REAUTHORIZED GRANTS FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION 2023 LEGISLATIVE CAPITAL OUTLAY FOR THE LAS CRUCES INTERNATIONAL AIRPORT AND PARKS AND RECREATION MEDIAN IMPROVEMENTS AND TO MAKE THESE PROJECTS A PRIORITY FOR THE CITY.**

Susan Gonzales, Grants Manager gave the overhead presentation.

Councilor Flores asked on page 4, there has been an appropriation, the taxi lane, which taxi lane exactly is that?

Andy Hume, Airport Director said this is for the taxi lane extensions that we did in the southeast corner to facilitate more hangar developments. At this point in the previous

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authorization it did not let us include utilities and that is what we are bringing back for the reauthorization to add a sewer line extension in that area.

Councilor Flores asked 422 has been funded?

Andy Hume said we are trying to put together a funding package to get 422 in place. We are working with New Mexico DOT to fully fund that.

Councilor Tessa Abeyta moved, seconded by Councilor Becky Corran, to Approve Resolution No. 23-140.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becky Corran
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.3 RESOLUTION NO. 23-141: A RESOLUTION APPROVING A WAIVER FROM 100% OF THE REQUIRED ROAD IMPROVEMENTS TO KENNEDY ROAD ASSOCIATED WITH A PROPOSED SUBDIVISION KNOWN AS ELEPHANT BUTTE LAND AND TRUST COMPANY SUBDIVISION “A” REPLAT NO. 37 ON A 2.27 ± ACRE PARCEL LOCATED AT 1086 KENNEDY ROAD. SUBMITTED BY MOY SURVEY INC., ON BEHALF OF JOSE L NEVAREZ AND JOHN R DOMINGUEZ, PROPERTY OWNER.

David Weir, Deputy Director Community Development gave the overheard presentation.

Councilor Corran asked this is part of recently annexed former County property, correct?

David Weir said it has probably been in the city since at least the mid 90’s but the development probably did start under county rules and regulations.

Councilor Corran asked I know that there are some mixed utilities in this area, different water purveyors and sewer purveyors and I am curious is you can give a little picture of what that looks like?

David Weir said that is one of those areas where the city, Moongate Water, and Dona Ana Mutual all provide water service. Often these areas do not have sanitary sewer. It would be septic tanks that would be used so if there were a major project or a road connection it would be an opportune time to look at either removing the septs and extending the utilities to that area.

Councilor Corran asked a yes upholds a denial?

David Weir said a yes vote would approve the waiver and no vote would deny it. The Planning and Zoning recommendation was that you deny the waiver. The resolution has been written for you to approve it. So, a yes vote approves the waiver and no vote denies the waiver.

Mayor Miyagishima asked did you say they are going to build two units and were they going to live in one of them or are they for nonowner occupied?

David Weir said the subdivision would be for two units. I do not know what the intent is if it is a family subdivision or if there is an intent. I believe one home has already been placed on the property.

Anton Magallanez, Moy Surveying said I am representing the client. They are actually close friends that have vested interest in the property, and they are wanting to subdivide the property and this time one of them is looking to live on one of the lots. This subdivision was built in 1911, Elephant Butte Land and Trust Subdivision A through all of the letters are such a headache to survey because they don't look like they used to anymore. 1911 is when that subdivision plat was filed and back then back in the day they had sixteen-foot platted roads. I think it is really interesting to point out that the votes of confidence for the approval for the waiver that P&Z also mentioned, and those two votes came from the fact that connectivity matters. To gain Engler which is on the east side of Elks Road where we have our fully built out Engler, connect that to where this road might need to go to which is Armstrong Road, we are looking at some intense probably eminent domain for sure. There is some city property I think that already exists and it is really interesting, if you have driven this area as you are approaching the end of the street you will see huge no trespassing signs. I have never talked to the residents, I am sure they are lovely residents but have to imagine they don't fair well, and I could have called them to come here and probably say don't make my road 120 foot wide. I agree with Councilor Corran that people want the paved roads and I don't think that these residents know that their road would change from 20 feet wide to a 120 feet wide and I think that is going to make a huge difference. So much so that I will also argue that we do have extreme physical hardship because you couldn't build that road today without probably creating set back violations on some of the structures that already exist and then potentially having property lines after that dedication would have to happen run extremely close or into existing dwellings that already exist at that intersection. I think the future thoroughfare plan that already is an existing thoroughfare planned road with 120-foot width but as we go to the end of the road it is proposed arterial. I am all for that, it make sense. I would love to see this road completed. There are some huge culverts and a lot of challenges that I think civilly a civil engineer is going to have to manage. The other point that I think is extremely important to make is that they are just trying to slit this into two properties and they are willing to give the dedication that they need too. There is not any concern with giving that dedication. Luckily the land is vacant so we are not creating any set back issues or any concerns with giving such a large dedication but the other thing to consider is what we are asking for is a waiver for 100% of the improvements because it just doesn't seem justifiable. We have 120 foot right-of-way and they would be responsible for completion of half of that right-of-way but we know physically it doesn't make sense to build that out in the field right now so more than likely a payment in lieu of construction would be requested. My gripe and biggest complaint that I've had at the beginning of this and other projects like this is the payment that goes into this fund is not necessarily going to be used for this project and I have a hard time with that and I think it's extremely inequitable for our constituents to have to give X amount of dollars for a payment in lieu of a project

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that doesn't necessarily go to the improvement of that road which on the other side of things a whole lot of \$40,000-\$50,000 accounts doesn't do much. When an account of the sum of that does a lot but how do we justify that to the constituents? That is where we are saying and what we are requesting 100% waiver of those road improvements.

Councilor Gandara asked concerned about drainage help me understand what you are asking for here specifically and is it accurate, Mr. Magallanez indicated about this money goes into a fund but not necessarily used specific for this project?

David Weir said there is currently one lot there now and if they wanted to come in for a building permit the City would issue that. There would be no additional right-of-way that indicated to the City there would be no improvements required. When they decided to split it into a second lot it triggered these improvements. The way our ordinances are written they either have to build their portion. So, if they build half of that right-of-way, that is 20 feet. Arterial usually has two traffic lanes in each direction so. If that were the standard that would be 24 feet of pavement is what they would be required. Since there is a 20 foot of pavement out there, we can subtract ten feet so that requires another 32 feet of what they would be responsible to pave and put curb and gutter in. So what we often hear as a City is that you are just going to put out additional pavement in front of the property. You will have curb and gutter here and potentially on this side of the street. On either side of it you don't have those improvements taking place. Back to the plat, they are providing the property so there is less property they can use and that property does have value if the city was ever to come back at a later date to develop this they will probably have to purchase property from folks on either side unless they don't subdivide so the city would have to make that payment there agreeing that they are increasing the number of homes by one and there is going to be more traffic on the street. They are also providing for future improvements. The development codes do allow what is called payment in lieu and so what would be done is the city would estimate what half of those improvements for that area would be. I contacted the Public Works Department this morning and they said an additional 20 feet of pavement, curb and gutter, sidewalks etcetera would run in the neighborhood of \$35,000. If the subdivider wanted to pay that we would not have this waiver before you today, but you have that coming forward.

Councilor Gandara asked the curb and gutter that you are asking them to do or 30 something odd feet of pavement is for both sides?

David Weir said they are just responsible for half of those improvements. So, it is just their half to make that a whole street and that has always been the conflict with council is when you hear one of these the difficult for staff to estimate what is an appropriate means to do that.

Councilor Gandara asked what about any drainage issues? You can tell right where the water is running off.

David Weir said from a drainage standpoint when you actually come in for a building permit to locate the home they have to retain any additional storm water that they create and so in theory it doesn't impact this roadway at all. The house is an area

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where water won't be absorbed but they will have to grade the lot so it goes to a ponding area and in theory it all stays on the parcel of land.

Councilor Bencomo asked I am seeing that the only portion of Kennedy Road that has any infrastructure like sidewalks, is there a gutter?

David Weir said I believe the only area that is as you leave Elks Drive and turn into the subdivision. Once you get past that entry point it is just a paved road, 20-foot pavement. I'm almost certain it is not up to today's standards.

Councilor Bencomo asked so, the rest of Kennedy Road has no infrastructure at no point?

David Weir said I drove out this morning and from Elks Drive to roughly this point or where you start seeing the signs Private Property Do Not Enter has that twenty-foot paved lane but that is it, no sidewalks, no curbs.

Councilor Bencomo said in the packet it talks about that there have been other subdivisions in the area that have been granted the road waivers and have not had to provide the necessary infrastructure. I did see maybe the church facility you were talking about looks fairly new. Which was the most recent development there and how long ago did we give them that waiver?

David Weir said my understanding is that this parcel dedicated the property and was granted a waiver and that is directly in order of the process. My understanding is that this parcel paid the fee in lieu of and granted the right-of-way. So, everybody who is subdivided has granted right-of-way to the city. Now that may be vice versa, this property owner may have been granted the waiver and this one paid the fee in lieu. I am not sure but I think it shows you the difficulty in dealing with these situations and they get treated on a case-by-case basis. I think the long-term solution and this is eventually it gets deemed that Engler Road needs to be extended all the way down to the valley that it will have to be put on to the city's plans. It would also have to seek grants. It would probably be combined with your removal of septic tanks from the area and try to get all the funding that takes place and then you will have the tough decisions of should these people be responsible for paying some of that back or is it something that improves the entire city and worth building.

Councilor Bencomo said I am looking at the property north of the property in question, but I don't know if I would consider that a sidewalk if I am being totally honest.

David Weir said I don't believe one is constructed there, it is just maybe some fences that people put around their yards and I believe they are right up to these varying right-of-way also.

Councilor Bencomo asked it looks like a commercial building, maybe 1199 Kennedy Road it looks pretty new and they built a driveway but no road infrastructure.

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David Weir said this is a church of some kind and I believe Mr. Magellanez spoke about some of these lots have been there a large period of time and these right-of-ways. Since it is a legal lot in a subdivision the treatment by the city is to allow that building permit to take place.

Councilor Bencomo asked you don't know then if this specific property, I am assuming they also got a waiver?

David Weir said I don't think so. They own the lot out right and they were not subdividing and so they were allowed the permit. Some of the Elephant Butte Subdivisions don't even have the twenty feet of pavement they are just dirt.

Councilor Bencomo said as I am looking at it, I find it hard to see this one piece of property improved when the rest has not yet been so I hope in the future we do see road improvements to this community but I know it sounds like it might be away.

Councilor Flores asked does the city have any kind of a plan whereby we don't take everything by a fly by night of one by one thing? For example, if we were to vote no on this the property owners would be able to do everything that you said and there is going to be sidewalk on one side and not on the other and I was just wondering because Hacienda Acres was acquired from the county in 1986 and that was 37 years ago. Very little has been accomplished there and the septic tanks are in the process of being replaced I believe. I don't think that project has been completed after many years of trying to get that done. Is there any kind of plan that you would have that regulates that? It just seems that there is no real plan as to what the city should look like and be like. It seems to me that we should have plan of every prospective buyer should be aware of and has to comply with. Is that possible? Is there any city planning? You want uniform streets. It looks like that only happens when there is a new development.

David Weir said in a city wide sense, yes. There is a couple of things, Elevate Las Cruces has a major thoroughfare plan in the city and has all of your policies for the development of new streets and also the maintenance and reconstruction of other streets. The other component of that is any right-a-way that is dedicated by the city it's on the city maintenance program so the city does go out and prioritize improvements over time. The longer-term question of that is many of these areas that have legally dedicated and accepted these right-of-ways to the city are below today's standards and so when requests like this come in there is a desire, all the codes are written to bring us back into conformance to what are standards are. The only relief that is allowed to them is this waiver request as it goes forward right now. There have been areas in the East Mesa that have used Block Grant monies and have built roads and the city has sometimes built them unless right-a way and the cross sections have been less then what you saw in this particular area. If somebody were to come in and subdivide off those you wouldn't see this request because that was used with city funds, there was an approval by city council, it would have been deemed a city street that is used.

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Councilor Flores said I am aware of Elevate Las Cruces but to me it is almost like a dream of a beautiful plan that can't be implemented because of this, that, and the other. It seems to me that if we are going to follow Elevate Las Cruces, we would have an overall plan for the entire city of the do's and don'ts and then put prospective buyers and even existing property owners on notice and then we also want to get away from septic tanks. Just a plan, buyer beware this is what you are buying and this is what the city requires. Doesn't the city have that autonomy?

David Weir said I would say yes we do and that is our subdivision and design standards. I think the end of what your saying is, the city's policy is if it is below standard we don't want you to subdivide the property. The city has never taken that stance.

Councilor Flores said I am just saying that it doesn't make sense that there is so much patch work going on and then we are going to have a sidewalk on one side and then the road isn't going to be touched so it's going to stay like that, right? Nothing is really planned and there seems to be no plan in terms of the entire city and so we are constantly going to be hearing from appeals. This is an appeal from the P&Z on behalf of the city, right?

David Weir said no, this is a property owner asking.

Mayor Miyagishima said I think you were out of town when I had my State of the City and I did a recap of how it was in '07. The reason why the city implemented this was because at that time my District and your District was just on fire. They were building so much and there were different plot owners and this was the most equitable way of saying hey you are going to pay for half of this side because they knew the other owner would have to pay the other and that is how we could build it. This has never been removed. This is why they are asking for a waiver.

Councilor Flores said let's move forward to 2023 and the Realize Las Cruces. My question remains, can't we have some sort of overall plan that wouldn't create these problems? Somehow are they grandfathered into what existed at the time and so what is the point in having Elevate Las Cruces Comprehensive Plan?

Mayor Miyagishima said keep in mind that we should be thanking the landowners because most of the time they are wanting to build in the new part of the city. Think about how many times the city has tried to come up with infill lots. Infill as incentives for them to build inside the city and they won't. In fact, I have heard some of our colleagues say why can't you build here in older core of the city. This like you heard Mr. Magallanez say 1911, that was a long time ago. I am supporting this and let me tell you why. In 1995, when I was a County Commissioner I remember when they put Engler Road and it was supposed to connect to Interstate 25 and it hasn't yet. It is an infill lot, and it would put it on the tax rolls. It will help control dust and it will provide some sense of affordable housing, be able to utilize the utilities that are there and just like years ago we used to have park fees and that is what I think the gentleman was saying. We used to have these park fees and you would put it in and then there was no park that was ever built. The city had this money and we had to give it back and

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we had to put it in some other way to spend it. It is not very equitable, but this is what we have here today.

Councilor Flores said it seems to me that there is only one home that is going to be added to this, to these changes. It's a mobile home, one. Another one would go up and that's it. We don't know if its affordable and to whom anyway.

David Weir said all of the planning and land development codes come down to health, safety and public welfare so I think what the Mayor was saying was getting to the gist of it. One additional lot overtaxed that road, will it create a drainage problem, will it cause a public safety problem? Are police and fire unable to respond to that area? I think that may give you a lens to look at this and view if you feel that it would not create that issue I think you can vote yes for the waiver. If you think it burdens and creates a safety issue for somebody then a vote no will support that position.

Councilor Flores said actually it is the other way around if you vote yes you are supporting the waiver and if you vote no you are not so it would just leave the status quo as is.

David Weir said by putting another house there you are not creating additional demands there for public service.

Councilor Graham said a yes vote means the property owners can subdivide and do not have to do anything to the road. A no vote means that if they subdivide, they would have to do stuff to the road.

David Weir said correct.

Councilor Graham said when we are talking about subdivisions what I picture in mind is somebody coming in and building 50 houses. I think of it as a subdivision and the way Mayor was talking that is kind of where my mind was going to. So, I recognize the spirit of this ordinance meaning that a big builder can't come in, put up a ton of houses, make a big profit and then be like ha, ha I am not going to do anything for infrastructure. This kind of subdivision, we are talking about dividing a lot. To me it is a very different proposition. To me this is not the kind of situation we were trying to protect the city against.

David Weir said from an ordinance standpoint a subdivision is any split of land but there definitely is a scale issue between 100 lots being created and two.

Councilor Tessa Abeyta moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 23-141.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.4 COUNCIL BILL NO. 23-033; ORDINANCE NO. 3039: AN ORDINANCE AMENDING CHAPTER 7.8, ARTICLE I, LOCAL ECONOMIC DEVELOPMENT ACT (LEDA), SECTION 7.8-3.-LEDA PLAN, OF THE LAS CRUCES MUNICIPAL CODE (LCMC) 1997, AS AMENDED AND ADOPTING A LEDA PLAN IN ACCORDANCE WITH THE SAME.

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

Carrie Hamblen, NM Senator continued the presentation.

Councilor Corran asked other than employment, what other kinds of benchmarks does will it include and are these already things that we are already measuring? Is this something we should include potentially in other LEDA conversations?

Chris Faivre said under the state LEDA Statute it does say in kind service jobs, expansion of tax-based property or other things of service of value for the expansion of the economy. So those are written into the statute and can be used to factor into decisions related to LEDA funding only on the local level. The State uses the job criteria and capital investment specifically for theirs but when it is something just related to municipal funds we do have a little bit more flexibility there. So that is where we work with the formula we created internally and kind of figure out what the best match is for that business and the best partnership and then we develop those benchmarks accordingly with the business and our department to make sure they are attainable. At the end of the day, they are providing a service back to the community for those funds.

Councilor Corran asked this is missing from the existing LEDA?

Chris Faivre said yes our current LEDA plan does not include these so we are going to include this, both the catastrophic and the local model which the state now allows under changes to the state LEDA Statute for the local retail LEDA options.

Councilor Flores asked the Junior Money will expire at the end of fiscal year 24, is that correct? What happens if there is a balance?

Chris Faivre said I believe it reverts back to the state.

Councilor Flores asked the city will be measuring points of success and then will it go back to the house or round house as a bill to make this a permanent funding or what happens then?

Carrie Hamblen said we already talked about the data points that we want to make sure that we collect in this in terms of the money that goes out, what assistance it is used for. I want to bring that back and pitch that to the Executive and try to have a bill come up either in this next session or the following session because we do at the state level have a forecast of about 7-8 more years of being flushed with money but after that, no its going to drop. I would like this to become a budget item that the

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Governor’s Office and the State implement throughout the state. It is something that we would bring forward and see if it something that would become a bill or if it something that the Governor would make into an Executive Order.

Councilor Flores asked if it is either a Bill that passes or Executive Order, it institutionalizes the funding?

Carrie Hamblen said yes.

Councilor Bencomo asked if this would be retroactive at all or are we saying as of July 1st if you experience some sort of catastrophic event or is it inability to be retroactive?

Carrie Hamblen said unfortunately, it starts on July 1st because that is when the money is available. I used that and unfortunately it was a perfect storm and timing to kind of spark that conversation and what can we do?

Councilor Tessa Abeyta moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3039.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becki Graham
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.5 COUNCIL BILL NO. 23-034; ORDINANCE NO. 3040: AN ORDINANCE AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND BHD LAND DEVELOPMENT LLC, FOR THE SALE OF APPROXIMATELY 17.53 ACRES OF MUNICIPALLY-OWNED LAND WITHIN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK FOR THE PURCHASE PRICE OF \$581,700.00, IN ACCORDANCE WITH PROVISION OF LCMC 1997, SECTION 2-1312.

Cilicia Villegas, Economic Development Coordinator gave the overhead presentation.

Councilor Flores said one of the questions I had then and I have now is transportation, does the developer or business owner, we need transportation out to that neck of the woods because it is far away from the city and I don’t think our buses run out there. That is one concern I have and is something that I am just expressing to you. Is it kind of hush hush as to who that distributor is?

Cilicia Villegas said you are correct. Just to note as a matter of fact about a year ago I sent out a survey to the Industrial Park tenants and airport on transportation. I didn’t get very many back but just recently Saputo sent back 250 handwritten surveys and we actually had one of our nice county interns working through that right now. At least it will give us more perspective on that to give to our Transportation Director to show if there is a need out there for transportation.

Councilor Flores said what I would like to see is that we focus on the importance of making sure our airport has more than interstate travel. I know Andy is working and

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you have worked very hard on that as well but keeping all that in mind in terms of making it really attractive to even more businesses.

Mayor Miyagishima said in the future and depending on the way the Economic Development Department has been selling land out there you are probably or eventually going to see or I would suggest to look at a dedicated bus line because that is going to be really attractive. Much like we do with the University, we have a dedicated bus just for the students and who knows maybe you want to consider one or two electric buses going back and forth because that is a long way. There is a lot of things happening and you going to the airport do some really great things and that land is a great value right now. I see it becoming more and more valuable as time goes on.

Steve Backman, BHD Land Development said we are a build to suit properties not of speculative developments, there is an end user behind this deal and I was hoping to be asked some questions so I could at least say your staff is amazing, Mr. Mayor. We have had a great experience working here. I was telling Cilicia Villegas the other day that we started another project in another state nearby and that project started a month before this one. It is the exact same building for the exact same user and you are now a month ahead so this expedited review, this expedited process, Ikani, Elizabeth everyone that we have worked here with staff, ED, CD, everyone has been phenomenal. We look forward to continuing to move along on this project.

Davin Lopez, Mesilla Valley Economic Development Alliance said I know that there is a little bit of anonymity behind the project, but I just want to say that we hope you do approve this sale. I think you are going to find that the company itself is going to be complementing adding a lot of value of what we are trying to accomplish to try and build logistics and production center at the Industrial Park on the west side.

Cilicia Villegas said I just want to thank Davin also. He is an integral part of the whole process.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, to Approve Ordinance No. 3040.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

9. BOARD APPOINTMENTS

9.1

None.

10. 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).

10.1 COUNCIL BILL NO. 23-035; ORDINANCE NO. 3041: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-1C (COMMERCIAL LOW INTENSITY - CONDITIONAL) TO C-1C (COMMERCIAL LOW INTENSITY - CONDITIONAL) TO REMOVE AN EXISTING CONDITION RESTRICTING BUILDING USE FOR NON-RESIDENTIAL PURPOSES FOR PROPERTY ± 0.20 ACRES IN SIZE AND LOCATED AT 1024 SOUTH MAIN STREET.

Council agreed to bring it forward.

10.2 COUNCIL BILL NO. 23-036; ORDINANCE NO. 3042: AN ORDINANCE APPROVING INVESTMENT FUNDS OF \$150,000 IN AN ECONOMIC DEVELOPMENT PROJECT IN ACCORDANCE WITH THE CITY OF LAS CRUCES LOCAL ECONOMIC DEVELOPMENT PLAN (LEDA), AUTHORIZING A PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND VARIOUS QUALIFYING BUSINESSES THAT HAVE SUFFERED CATASTROPHIC INCIDENTS.

Council agreed to bring it forward.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 MAYOR MIYAGISHIMA

I want to slowly start moving my stuff out and I want to replicate it at my other office. If the city paid for the framing, then it is the city's but there is one I want to pay the city for the framing and that is the one when President Obama was elected and then Vice President. I could have staff take a look and see what the price of it would cost.

11.2 COUNCILOR GANDARA

I wanted to comment on the Veterans. I want them to understand that for me when people come to public comment it is opportunity for council really to understand what the public is concerned about, what gripes, etcetera, etcetera. Quite frankly I really hate that they think that they have been disrespected because it is so far from the truth. I was hoping that they would understand that it was a difficult decision. It was emotional to have the parents come up to speak on behalf of their child who died in that area. So, to me it was about coming to a compromise that I thought that everybody could live with and in fact I thought that compromise was having a bench and a tree that honored that little girl and her life as short lived as it was in an area where our Veterans fought so fearlessly to protect the rights of everybody. I don't feel like it was something that we would set a precedence on or in. What I understood is that the bench would be apart from the beauty of the essence of that sacred ground has been.

I also wanted to speak on the number of comments related to speeding. I think all of us would agree that we probably get a couple to five emails a week around speeding in neighborhoods. What can the city do to address that and mitigate that and some of it is personal responsibility. People need to slow down, and it looks like we get blamed for a lot of that. I like the idea of the mobile speed vans but I have also talked about toying with the idea of reducing speed especially in submitting an ordinance to reduce speed especially in residential areas. I don't think we are going to stop hearing it. There is just so much that our police officers can do. They are stretched very thin and they are really dealing with serious issues in community and unfortunately speeding is

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probably lowest on that list. I know there are two or three areas in my district that are working on getting speed humps in their neighborhoods. I think we need to come up with a variety of programs to address that but it is getting out of hand and I don't see it changing and I would like to see staff come up with some sort of plan from some of the lowest levels to what could be done in terms of other processes.

Mayor Miyagishima said I think in all fairness to staff you probably ought to have a few that you want to be looked because I think just like anything else that has to conform to those guidelines that the traffic control has. Right now thanks to Chief Dominguez the number of officers is pretty close to where we need to be and I don't know how Ifo is going to move, he is probably going to put an Interim Chief but maybe that is the time to have them come up with a way if they are fully staffed with a combination like you said some areas that there is nothing like a ticket to stop you from quit doing that. Honestly even those lights that tell you are speeding. I like the ones that flash the red and blue lights because those look like a police officer up ahead or did they pull someone over and it's a sign.

Councilor Gandara said there is just a number of things that we should consider and not just one and I am not sure if we have authority and maybe it is conversing with our legislators about what the state can do in terms of the revaluation.

Mayor Miyagishima said you talked about speed vans, those are nice because if we had those we could put those strategically and move those around and the city has believe it or not looked at years ago when we had red light cameras and this is different than the red light cameras these are speed vans to put in areas to help law enforcement keep the speeders from speeding but it got to the point where the city was going to if you were given a citation granted is a civil, if you are a city resident and you have city services it was going to affect your city services and it got their attention real fast.

11.3 COUNCILOR FLORES

I want to address this to Mr. Justin Garcia who had a quote but definitely stating that I drive 100 miles an hour down Lohman and maybe I did say that but I don't do that and so police officers who are hearing this I do speed without a doubt, but I am not doing it anymore. I too believe that we have to look at that. Mr. Garcia please relook at that, I do admit to speeding but I do not and have never gone 100 miles an hour.

I would really like this city to look into Yoli Diaz and look to see if we can do something about the Telshor Fund being expanded to the point where it can be if it can be to look into the possibility. I think that the young woman who spoke today was heartbreaking. I hope she looks into what the cause of that was. We will bring it up at our Health PRC.

11.4 COUNCILOR CORRAN

We do have our new public art at the Animal Services Center. The Animal Services Center isn't open yet but hopefully soon our kennels will arrive and our cat cages will arrive and we can have grand opening but you can see it driving by. If you drive down the frontage road off of Rinconada.

The other item that I wanted to talk about really quickly is a shout out to the Parks Department, in particular Franco and Joe. Some residents were worried about the grass in a lot of the parks in Metro Verde, in particular I learned something new and I really appreciate the follow up from the Parks folks in looking that up but I also just wanted to share in case you didn't know hot night time temperatures help make the grass green.

We have an upcoming Animal Services Board meeting on Thursday in case folks want to show up and speak or hear what is happening with the Animal Services Board and I do want to just and I know that this is out of sync and out of time but I do want to add I hope that we can continue the conversation about the Police Oversight, the OIR contract but I appreciate Mayor Pro Tem Gandara and hearing some of the things that we have shared about that and I am curious to hear about what the next things are on the agenda for that ongoing conversation that I hope we can keep it up.

11.5 COUNCILOR BENCOMO

I did want to talk about traffic calming measures. I really feel like it is systemic. I have a list here of constituents that I am working with that are either organizing or that want to be organizing. Hickory Loop as you heard, Melendres as you have heard, folks on Hoagland, Bruins and Valley area at Legends West and McClure. Those are the ones that I am currently in contact with and I really do feel like whether it is Work Session or some kind of conversation with City Manager's Office around traffic calming and how we can implement more of those even if they are pilot projects and I think I remember from the last conversation we had around this that Public Works said they had around \$80,000 yearly budget for traffic calming measures and so I don't know if it is important if we increase that. I really just want to be thankful to Public Works because of projects like on Melendres which is interesting that the folks who live in that immediate area have been very thankful for the very funky but it is obviously working. I know it looks kind of strange but the people in the area immediately around Melendres have been really thankful. I have gotten a couple of emails from people who do not like it. I imagine perhaps those are the folks that were speeding. I do that we should have this conversation on a much larger scale because obviously a problem for a lot of folks.

I really wanted to congratulate Natalie on her appointment to the Housing Investment Council and I think she was appointed by the Governor. I also want to thank Amy Whitfield who works for the Governor on housing issues specifically who was here last week. Natalie set up a meeting with her and Community of Hope got to meet her, and some other advocates. We are just really excited to build that relationship with the Governor's Office and make sure that Las Cruces continues to be invested in.

I really did want to make sure and tell Visit Las Cruces what a great job they have done with the rebranding. I love the Real Las Cruces rebrand. I think that is something I often say when I worked for a national nonprofit so when they say New Mexico, Santa Fe. I say Las Cruces is the real New Mexico so I just love it so much and I want to congratulate them for the rebrand.

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I want to introduce Megan Apodaca, she is a student at NMSU and reached out to Councilors Graham, Corran and myself earlier this year and she really wanted to intern at the city and so she is interning with us and so you will see her around. So, if you see her say hello.

I am hearing that zero fare will be permanent, Councilor Corran was telling me, but I am looking at Ikani as well. We are going to make it permanent, that is the goal and that is the plan so people can continue riding the bus for zero dollars. I have also been informed that they are doing surveys for people who are riding the bus to see how we can improve it and have a really robust public transportation system.

I did want to note that when Ms. Yoli Diaz was speaking I heard some rumblings in the audience around how unfair it was that she got five minutes but I just want to remind people that if you want an additional time in public comment that you just have to email the Mayor and request time to do so. It is not that someone is favored, if you come to public comment he will give either two minutes or three minutes but if you request a head of time. How much ahead of time Mayor?

Mayor Miyagishima said even that morning, she just had a presentation. There is no way she could have done that in the time that we allotted her so I am going to work with her and bring back some of that information.

Councilor Bencomo said the last thing I just wanted to note is that somebody came here today in regard to the Veteran's issue and they are frustrated with our decision and they have a right to come here and tell us. What I think I was a little turned off about is about a comment that you should know where your child is. That felt very victim blaming and it was harsh and I don't think that has a place here and if you want to express your sincerest condolences then do that genuinely and don't add comments like that because I think that is so harmful to somebody who is in grief and will be in grief for the rest of their life. The last couple of weeks we have been told that we don't like children, that we don't like animals, that we don't like Veterans and I think people will say well you signed up for the job, you should just deal with it. I do wonder if there is a line sometimes that get crossed around civil discourse and what we can do to improve our communities and I just want to challenge people to come here with your frustrations and voice your dislike for our decisions and do it in a way that isn't attacking our character, that isn't attacking who we are at our core and if you have questions about what we like or dislike just ask us. This is always a conversation, how do we have better civil discourse in our local government and reach out to us. That is really the best and simplest way and that if you want something uplifted we can talk about it and in a way that is civil and we don't have to agree. I also don't think we have to be nasty to each other.

I also wanted to express my gratitude to Chief Dominguez for his retirement and want to congratulate him for is many, many years of service to the city and I think he was a very kind and graceful leader and I just wanted to express my gratitude and congratulations to him.

11.6 COUNCILOR GRAHAM

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The month of May was the four community chats that I held and I have a lengthy thank you list for that. Foremost to the residents of District 3 and others who came out to chat. It was amazing the opportunity to have one on one conversations. At one meeting only two people showed up and they stayed the entire two hours. One had lived in his neighborhood for forty years. The other has been in Las Cruces for 18 months, so it was a really interesting perspective to hear someone who has seen development over decades and someone who is just being welcomed to the community and they swapped phone numbers at the end and are going to hangout. At the final community chat I had amazing support crew from various city departments so big thanks to Fire Departments Mobile Integrated Health Unit, LCPD Cares, Public Works Sustainability, and Keep Las Cruces Beautiful who both taught me and had great interactions with folks who had all kinds of questions and comments and concerns and most of all to Catrina and Seth, thank you so much especially for being willing and able to roll with something new.

Our first Boxing Camp launched this week. This is the only afternoon that I will not be coaching our Boxing Camp. This is in partnership with NMSU. We have about 15 middle schoolers from across the city. I and other city volunteers from the Fire Department will be coaching them. They are learning boxing fundamentals. I think what has been such an amazing part of this job is coming with something new that the city has not done before and everyone is just so accommodating and willing to roll with it. Ikani, I want to thank you personally because you have been so instrumental in helping us start the ground building up for the boxing program. Hope you will stop by camp sometime this week. We will be there 2-5 everyday. Thank you, DC Mullen I know you kind of came in and had this thrown on your plate suddenly but really appreciate you and PD's support on this.

Just a general comment based on some emails I received. This is a theme throughout being a councilor but maybe a little more the last couple of weeks and I think because of our cannabis discussion and the last Work Session where a citizens group brought us the idea about reducing lanes on Lohman and Amador and it is a kind of interesting theme that I see where people will email and me say that kind of along the lines that my decisions don't affect me. As if councilors kind of live in our own little bubble. I promise you that I live right in District 3 with the people for whom I am making decisions and to speak to those two topics. This is just based on my GPS watch so, I am sure the GIS Department could totally correct me, I walked from my front door to the nearest cannabis dispensary to my house. It is 358 feet or as the Mayor might say one and a half football fields. I live in mixed commercial residential zone so I have light industrial across the street. I have a garage behind me and yes, I live very close to the kind of cannabis dispensaries that I have voted several times to support and open up zoning. For those of you who think that I am making these decisions and not being affected by them I am actually close on that one. I live on Kansas. I am between Solano and Espina and so that puts me about one block south of Lohman and smack dab in the middle of the traffic affected neighborhoods that we were talking about during that Work Session. So, I absolutely, I feel you, the businesses and the people living there. I am right by the Lohmador split, people use my street as a cut through constantly to try to avoid traffic so any traffic decisions that I would be contributing to in that area I promise you I am directly affected and I am sure a lot of you are also making decisions not just about your district or Mayor about

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the whole city but for the neighborhoods where you live. So just a little perspective on that.

Finally, I would like us colleagues to explore a possibility and I don't even know how we would go about it. I would like to discuss changing the order of our regular session agenda. Maybe even just on a trial basis if we agreed on it and what I am proposing is moving general public comment to the end of the meeting right before councilor comments. I see two advantages to this. This came to me particularly during the session, the last voting session when we had a lot of public input. I don't know if you have experienced this but I have several times, constituents who wants to speak on an agenda item will email me ahead of the time and say can you give me an idea of when the agenda item might come up and I only have an hour and I am going to take off work, I will take my lunch hour and I always feel bad because I can't possibly estimate and granted you know we never know exactly how the agenda is going to roll but to me the big wild card is general public comment. So today I just threw a stopwatch on it and it was 59 minutes. So, about an hour. I am in way suggesting that we take away for people to have the opportunity to have general public comment. I am saying we give the advantage or priority to folks who are coming to comment on a specific agenda item because they have personal investment in it. The other advantage I see and this is kind of come up a lot is, Sir you were here a couple of weeks ago and you find yourself in that weird island where you are asking a question and hoping for our feedback and as Mayor has pointed out we really don't have the freedom during general public comment to be able to do that. I think putting general public comment in proximity to councilor comments like this we would have that option to stick around and maybe we will respond. The agenda obviously when I first came here I thought agendas were set in stone and I started serving on boards, committees and commissions and it is all different. I think we have some leeway so just think about it and if you think it might be a positive thing for the meetings and I don't know who, do you set the agenda Mayor?

Mayor Miyagishima said as far as the council comments you can respond. The reason why it is a little challenging is the reason why is if the members of the public bring up something that could be construed with policy then that is why we can't really respond because it hasn't been on the agenda to be voted on and then now it is engaging comment on an item that hasn't been advertised and it is possible that we are getting in that area where we could be close to violating the OMA. That is why it is not good to comment. The second, like someone who had to leave because they only had so much time that is okay. I usually mention it and say if you have to leave for some reason let us know. That way there council doesn't respond. The other thing that I wanted to clarify from you is that they wanted to have discussion on an item that was on the agenda. How is that going to work? We can't have council start commenting unless we are on that particular item on the agenda.

Councilor Graham said no. As you always do or Mayor Pro Tem during agenda items you always invite members of the public to come up. Sometimes it is a lot and we can anticipate that, sometimes, not so much. There I think where we are on a specific advertised agenda item I feel like that opportunity for discussion is definitely more robust or more available so I guess what I am saying is just kind of flipping the order so those who are here to comment to a specific agenda item have a little more

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predictability and how long they may need to be here in order to make that happen. Maybe I am the only that has gotten that question before.

Mayor Miyagishima said the challenge I see with this is if you are saying to have public comment right before council comment is I have know idea where it is going to go in the agenda. At least the public knows that public comment is in the beginning, it might plus or minus minutes or so but on the back end and I can kind of guess depending on how many council members show up how long it is going to take but for the most part it could take a huge variety.

Councilor Graham said I am just kind of throwing it out there and also thinking toward when we were here we were here till 8 p.m. and getting through the agenda I guess I am picturing when I have most of my juice, my mojo, I want my mojo on these agenda items and then leaving the other and again keeping that door open to those who are just here for general public comment. Just a thought.

Mayor Miyagishima said we can try it if you like but I think you are going to find more the people who come here for public comment complaining more because they know they can get here and go if they need to. On the other one we don't know.

Councilor Graham said I understand but I think people are going to complain no matter what we do.

11.7 COUNCILOR ABEYTA

I was able to attend one of our MOLI classes with the Municipal League. I went a little early to look up and they were doing a class on parliamentary procedure and it is helpful for this discussion but we also in our Standards of Rules and Procedures we do have a structure here and if there is any changes this is where we would want to change it in order of business and so it does designate the way the agenda is supposed to be set up for public participation as one of our fourth items I am looking to Christine so she is saying yes. We actually had in the discussion about when is it appropriate to have and when do people like to do public comment most often and frequently and there was this similar debate back and forth. Is it better to have it at the very beginning or towards the end? Based upon what the conversation was, well if you let people discuss things in the beginning then they can leave if they need to as we heard today a lot of people especially those who have other jobs can't sit for two or three hours especially if they only have one small thing on the agenda. If we are going to look at this, looking at Section 2.9, how to adjust it. With it a lot more information on the Municipal League, I Chair our Finance Committee for the Municipal League June 2nd where we instituted the budget for the year, increasing staffing to have more Policy Analysts and to continue with our partnership with New Mexico Tech, where we are cataloging data taxes and what types of pyramiding or any deductions or changes with tax law. We are able to see how those effects our community.

On Saturday I will be back up to Albuquerque where I will Chairing the Community and Economic Development Policy Committee for the Municipal League. Ideas from there will then get turned into resolutions and then in July we will vote on the

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resolutions for the league. In August I will switch over and, I will become President in August. According to them I will be the youngest serving female President.

I do want to chat real fast about the Veterans and the comments we heard today because I do believe that there was some large misinformation that I find very disingenuous. I talked with the Chair of the board, Karen Woods for two hours before this situation reached our desk and to A. understand because I think what we need to do is understand what the full issue and you can't do that unless you sit down and talk with people. I talk with them as to what was appropriate and what is not. Language that is used, understanding that they didn't feel like a Veteran's name should be anywhere near the playground. They didn't think that was good. So that is where I also Mayor Pro Tem thought that this was a really wonderful compromise to be able to honor. I also heard during the session that we had and during the vote very disingenuous comments to their fellow Veterans that were newer with their serving that maybe didn't serve in the same time frame that they did. I feel that is really a disservice because we have Veterans that come from all different types of service. We have a process. The Veterans Board did not follow basic process and procedures. It was in our packets that they made a vote during a public participation and they did not follow Open Meetings Act. If could not vote in favor of anything that they said because they did not follow the rules. It would not have been a legal vote anyways. This is why and I asked for training for Open Meetings Act and this is why, some of the boards and this puts us in bad positions and it puts us in situations that we don't need be in and it is up to chairs of boards to understand and hold those lines too when it comes to Open Meetings Act, which is one of the reasons why I suggested us having kind of this training for individuals and definitely for board chairs. I think that we were in a very difficult spot, and I do think and feel that we made a compromise that can honor the Veteran whose child that tragically passed at a park where he was supposed to be celebrating, honoring and observing and so I do believe we made the best choice possible and the legal choice we had to.

We have an Oversight Meeting tomorrow, also a meeting for Juvenile Justice Continuum. There is a MVEDA Board retreat on June 28th where we will be doing strategic planning.

Councilor Graham said not realizing that it was going to take a whole Charter overhaul so I will withdraw my suggestions. It was just a thought and thank you to people who have reached out and asked for better timing.

Mayor Miyagishima said the Veteran's Advisory Board is just that. Ultimately, you and our colleagues make those decisions. I thought as you did that compromise, you have a young child that was killed there and I hope that is the first and last time and who knows there could be a time where some young family is there reading about this child. When kids are that small, they move so fast and with a blink of an eye it is just a constant reminder of difficult and it is really challenging. I think that it was the right thing to do and like I said I hope it is the first and last that we ever have to do there again.

12. CITY MANAGER REPORT

12.1 IKANI TAUMEOPEAU, ASSISTANT CITY MANAGER

A few updates from Parks and Rec, for the Electric Light Parade which is happening on Monday, July 3rd the title and the theme is Red, White, and Boom. There is still time to sign up for this parade. If you are interested for those listening online please call 575-541-2454 to sign up for more information.

Also Music in the Park, Sunday approximately 1,100 attended Music in the Park. This past Sunday at Young Park and this will continue throughout summer on Sunday evenings. Next up for this Sunday on June 25th, Steppin Up will be playing various styles of music and LoPhat. Come and check them out evenings at Young Park on Sundays.

From the airport, air passenger service, May, this was the first month that they surpassed 50% load factor. This is great, they have been trending at 40% in April they were exactly 40%. In May they hit 56%. That number equates to 284 total passengers in May.

VLC, we all heard the announcement a few weeks ago. Some of us attended the very bold and audacious tagline, the Real New Mexico, Las Cruces. Some of us may not remember when we talk about taglines. These are very important to understand what taglines are. Especially for the tourism tagline even more important because that is our branding. I just want to thank the VLC team for doing a great job. A new website, a new look on the social media side. Everything is new.

Councilor Flores asked would it be get screen time at airports? Some airports feature different cities to fly to and it would be great.

Ikani Taumeopeau said great idea, Rochelle and her team are already looking at that. We did not look at LaGuardia in New York but they did look at local ones like Tucson so we can add that to the list.

Spaceport America Cup, which is the largest intercollegiate rocket competition in the universe is happening this week through Saturday. So, 1,200 students and 110 institutions and exciting news happening.

Mayor Miyagishima said this morning I was told it is 1,700 students and almost 120 teams and let me tell you something, they are from all over the world.

Councilor Flores asked fireworks are coming out is there anything that we are doing? I did get a call about it.

Jason Smith, Fire Chief said we sent to the City Manager's Office our Fire Marshall's plan of what we are going to do to deter illegal fireworks use. So, we are also having a plan to enforce the code on the 4th of July. So, we can send that information from the City Clerk's Office and the CMO Office about our deployment plan. We are looking at putting flyers in utility bills so that the City Utility, this past billing cycle started sending out information on what is legal and what is illegal within the city of Las Cruces. we

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are going to be getting a billboard spot outlining the same information as well as putting up some temporary road signs, electrical signs leading into where aerial fireworks are sold in the area.

13. ADJOURNMENT

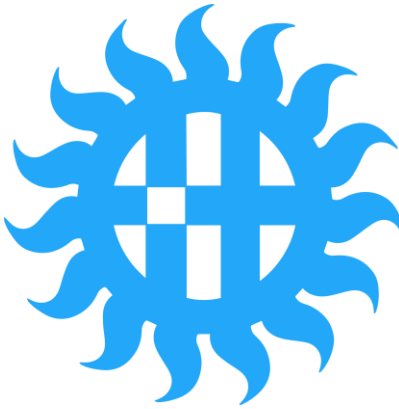
13.1

Councilor Johana Bencomo moved, seconded by Councilor Tessa Abeyta, to Adjourn at 4:47 p.m.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

Mayor

City Clerk



MINUTES

Work Session

Monday, June 26, 2023 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, and Councilor Becky Corran

ABSENT:

1. PETS OF THE WEEK

1.1

Amy Defelix, ASCMV introduced the Pets of the Week.

2. JOBS OF THE WEEK

2.1

Giselle Palomares, New Mexico Workforce Connection presented the Jobs of the Week.

3. AGENDA ITEM

**3.1 THE ALLIANCE FOR REGIONAL MILITARY SUPPORT (ARMS)
QUARTERLY UPDATE.**

Richard Dayoub, ARMS gave overhead presentation.

Mayor Miyagishima said I was talking with Congressman Vasquez, there is an opportunity for a facility that is an extension of the NSMU College of Engineering for those who graduate and want to move to grad school to be located at White Sands across the street from where they are working on research. It would count towards their college credits, and they would slide right into GS9. He's going to try to have a program for the 3 main universities NMSU, New Mexico Mine and Tech and UNM to

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come up with ways to keep engineers here working at their respective cities. This would be a true partnership with the Federal Government if the Congressman is successful to get some money and the State Legislators that would really solve a lot of the engineers who want to move away, and they could get jobs here in their own communities.

Councilor Flores said you said that someone could be hired with partial clearance. My question is you say it takes 18 months to process full clearance, is it possible that during their partial clearance employment that they would be able to get on the list for full clearance or does that require certain training?

Richard Dayoub said that is a little beyond my scope, but I believe I am correct on this. They really have to complete their full clearance process before they can even begin part time work. What I meant to say is, I apologize if I may have mis-spoke there are just levels of clearance.

Councilor Flores said we are all concerned about our brain drain and we have a lot of our youth, our very talented people in New Mexico whether from NMSU or UNM or other universities in our area who end up leaving. We should definitely have that opportunity here.

Kevin Cardoza said we have been working on this issue for several years as we began to address this issue, one of the commanders, created a program that gives him direct hiring authority for some of his graduates. But for those jobs they still have to get security clearance. This was a temporary band aid that help solve some lower-level employment issues, but as Richard mentioned that program at NMSU will be able to get that program a little further out and get these guys employed as soon as they graduate.

Councilor Flores asked do you see a lot of enthusiasm at NMSU, getting on board with getting our youth educated and into those permanent positions?

Richard Dayoub said yes very much.

Councilor Abeyta said from that presentation you mentioned a few partners like MVEDA and the Chamber. I believe they have a trip to DC and the Pentagon this fall too. How are we working in coordination with that? I know this is one of the areas I have gone in the past to advocate at the Pentagon. It seems it would be pretty strategic for us to utilize that time wisely if we are already going to be there.

Richard Dayoub said great question I will offer as a challenge we face over which we have no control and that is that the Association of the United States Army has its annual conference in Washington every year on the same week that Congress is in recess. We focus all of our effort with the legislative staffers, and with our green suitors the military leadership themselves who are all at the AUSA conference.

Councilor Abeyta asked will your meeting be before or after the other event?

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Richard Dayoub said our meeting is after the City of Las Cruces meetings.

Kevin Cardoza said you have all the defense contractors that exist in the American Continent and overseas in one single place. We are not only able to talk to military leadership but corporate leadership as it pertains to White Sands.

Councilor Abeyta asked is there any questions or actions that could help us facilitate more information in these conversations before you go into your meeting?

Richard Dayoub said I think I know where you're going with this, the short answer is yes. Once we have our meeting with the City staff and Military staff. I think the best value we can get would be, as Debbie and her team are planning their September trip, to see what some of their priorities are and see if any of those align with what we're doing or any of the things we're doing align with your reasons for going. Then just as important any potential feedback we can get from your team after you get back from Washington, that may be informative for us as we are going in October.

Councilor Abeyta said yes well that is kind of to the point making sure we're chatting with each other, and not creating any silos. I think that would be helpful for both entities if we're going to be up there. Just making sure we're looking at this as a team.

Councilor Gandara said I think it is essential that we work together especially on behalf of the military installations. I think there is a number of things we can cross pollinate on. As mentioned before, I had the opportunity to go with and it was enlightening. I really enjoyed it. I learned so much, there are a number of companies out there. You get to hear from the company's standpoint what it is they're looking for. This is so essential to me in terms of mitigating the brain drain, I will give you an example and if you're not communicating with them, then it's probably something we should. I was asked to give a speech for TRIO and if you're not familiar with TRIO through the university, it is a first-generation mentoring program. Such bright students graduating and what was interesting to me is each one had done an internship outside our area, out of state. These students were graduating with big degrees in engineering, biology, chemistry, and none of them were staying here. Many of them going to the place they had done internships for. We still have a lot of work to do in terms of the university has so many programs that are well intended and doing excellent work. But we seem to continue to have a disconnect around that area. What was enlightening to me was meeting with GE Defense, GE Electric and the small out of country organizations that would like to connect from the expertise, but also those students. How do we do that in a meaningful way where the city plays a huge part or role? There are so many meetings happening, and we seem to forget all the players. I really want to push us to coordinate the effort, because when we do that, we are in it together.

Richard Dayoub said we are trying to coordinate these meetings in advance of this October. It is essential that someone in the City of Las Cruces leadership is with us on these trips because that elevates the level of the meeting that we are having with whomever we're meeting and they recognize it's an elected official that is in a position to influence decisions, who's on the trip. I think for us the way to get there is to

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identify, first of all what is our focus going to be? What are our priorities? Who are we going to meet with, because of that will determine who should be on the trip from each community. So, when we go to these meetings, they have very limited space. So, if we're taking an army with us normally it's really hard to get everyone in the room and it's just as difficult to have meaningful conversations because you have to many people in the room. But if we have the right people going from each community then we can have a meeting scheduled specifically for Las Cruces or Dona Ana, that is separate from a meeting being held with Fort Bliss or El Paso. That enables us to have more strategic conversations with those entities and the people that represents them. I think that is how this will help us; it is critically important.

3.2 SUSTAINABILITY QUARTERLY UPDATE

Lisa LaRocque, Sustainability Officer gave an overhead presentation.

Councilor Abeyta said I am looking at the issues with the cool roofs. Do we have any sort of requirements at least for City buildings at this time?

Lisa LaRocque said we will be bringing forward a new code and, in that code, we have both a mandatory code for both commercial and residential. Then we have a stretch code that is voluntary for residential and commercial, but it continues to be mandatory for us and in that code, cool roofs will be required.

Councilor Abeyta said ok I am thinking about the opportunities with a lot of this stuff, we have improvements with roads and even we have had GO Bonds and more building, more structures just seeing what we can incorporate as some of these perhaps items to put on anytime that we are doing some of these improvements, that we are just starting to take this into consideration to put these factors into place.

Councilor Bencomo said the slide you had of Sonoma Ranch and El Paseo was incredibly stark in terms of just the inequities we will see with climate changes that we already know exist. But are just so in your face when you put them in a graphic like this. If I could gently remind you that honestly as you were going down listing the populations of concern, I immediately thought can you imagine being an un-housed person on El Paseo at 6-7 pm in the evening today or yesterday what that means for people that are experiencing homelessness. I am glad the city turned on the cooling stations. I think in the future I really think we should start a little bit earlier with that kind of strategy in providing cooling stations and giving, that it could be 80 degrees at 7:00 am but 103 degrees at 8:00 pm and what that could do to somebody's mental health frankly, heat stroke. Lisa make sure you add that population in that area of concern because I think that is such a big gap.

Lisa LaRocque said I certainly felt for that, but it was difficult to find that statistic, but I should have just mentioned it because I agree with you.

Councilor Bencomo said we've talked about lack of public transit infrastructure, like shade structures at bus stops. Again, for like people who us the bus, people who take public transit, LMI communities. I know that there is a study already on how many bus stops are missing. This is on me as well but putting some urgency behind this and

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I will be taking to the City Manager about it, but I really would like to talk if it's a TSI PRC like how we bring forth an actual plan with numbers. A cost analysis and for how much it will cost to make sure we have shade structures at every single bus station. There is one area at El Paseo that I am thinking which is the Walgreens and Albertson's there is no shade structure, and it happens to be on a giant parking lot there. My other question was around the cool reflective sealants do you have a cost analysis for that, like what if we think about priority roadways like what would potentially be the cost of bringing in that kind of material?

Lisa LaRocque said there have been several studies that have been done in Arizona that are germane to this area as well. One of the selling features is that it does increase the cost by I am not sure about the unit of measure, but I can get that data to you. But the other factor is that having the reflective cooling surface on it. It also increases the durability of the asphalt coat because it doesn't have that intense heat going to it, so not only does it cost more but you don't have to replace or put sealant on again for a longer period of time. The studies show it is very cost effective. We have recommended that using this data from the heat study that if the surface temperature is over 90 degrees that an average amongst those 3 times that we should add those sealants to those areas.

Councilor Bencomo asked is the ideal time is to bring this, is it during reconstruction?

Lisa LaRocque said the proposal to have that requirement of putting sealant on high urban heat areas it now in Realize but it is under review so hopefully will stay.

Councilor Bencomo asked can the sealant be done on any road right now or does it have to be done during reconstruction?

Lisa LaRocque said it is best when the surface is smoothest, because you will have fewer little holes in it so you will need less material and it is available in any colors.

Councilor Bencomo said I would be interested to know what this would mean for the pavement management index to add an additional checklist there right in terms of again and this could be my bias as well on where the smoother roads are that could continue to add to more inequity in the heat map like where these areas are LMI communities and add this as part of the process of the pavement index management. About the tree canopy. Do you have like it will cost this much for us to get to that desired goal on the tree canopy?

Lisa LaRocque said I have a statistic that is the favorite of Councilor Gandara that is that in order for us to increase the tree canopy by 5%. We would need 72,000 trees, which sounds like a lot but there is only 40,000 households so that's 2 trees a household. We are starting a new program called Neighborwoods that would provide 1 or 2 trees and Albuquerque has a program that allows the trees to be put on private property, because of the public good of providing shade and that is something we might be able to adopt here and that the people are responsible for the maintaining these trees. That is why I suggested that we also allow for green infrastructure by either having swales that collect the water and curb cuts that would allow the storm

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water that is running down the street into those areas. Trees that have green infrastructure used grow 30% more than trees without.

Councilor Flores asked so the tree planting generally in the city is coming from our Neighborwoods friends or is the city undertaking anything to make sure that homes being built have trees? Can we impose that? Do you have anything statical or proven data that there have been changes in the last 6 years in the city?

Lisa LaRocque said I believe that overall, there has been progress. In the beginning we don't think of heat as a problem, just go inside at this time of day. I think the situation is escalating in that area. We are trying to integrate into the Realize goals because that institutionalizes the changes as opposed to little pilot projects that are nice but not repeated. That is a new strategy that we are trying to employ by codifying these sorts of changes and hoping it will be more influential. We are working very intently at addressing retrofits for low- and moderate-income households to make sure they are resilient, that they have affordable energy and have heating, cooling and weatherization that are appropriate for the conditions we have in the city.

Councilor Flores asked is there an ordinance in terms of having the cool roof? Is that required or mandated in any way or can it be.

Lisa LaRocque said it is not currently required.

Councilor Flores asked. So, do we have to have pass an ordinance every time we need to implement something done like cool roofs and getting more trees up or making the developers incorporate it into the building of new homes?

Lisa LaRocque said Jenny Hernandez in going to be presenting building codes that we have modified for new construction. We will be presenting this in a couple of months.

Larry Nichols, Community Development Director said many of the things that were presented today we have faced for a number of years. To answer your questions about what we can do with the types of materials that are used to help with energy efficiency and what have we done up to this point especially the last two years or so. We did adopt the International Energy Efficiency Code that goes a long way to helping some of the things that Lisa talked about today. She mentioned weatherization one of the things that has to do with that is air change, like air leakage that we see, and we have those codified now where we test for that, and they have to present an affidavit through a test that they have address that problem. We have increased the resistance in terms of insulation requirements for homes. We will be bringing to the City Council building code updates. The State of New Mexico has adopted the 2020-21 building codes residential and commercial codes they have mandated we do the same.

Councilor Flores asked what about the cool roofs? It would be great if we had a program that could help low-income people have the ability to have those cool roofs. Do you see a new ordinance coming for new structures?

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Larry Nichols said we are constantly adopting new technologies and new material utilization so there is a strong possibility that could be incorporated into the new code adoption. We have several of those in place right now. But incomes down to what you said earlier utilizing those materials and, in many cases, this has a cost involved and we are trying to produce affordable and attainable housing and we kind of have to balance that with what we would codify with a mandatory requirement for materials.

3.3 LAS CRUCES CITY ART BOARD UPDATE

Ceci Vasconcellos, Public Art Coordinator Quality of Life Department gave an overhead presentation.

Katrina Chandler, Chair of City Art Board continued the overhead presentation.

Councilor Abeyta said thank you for the wonderful presentation and all the work that you and the board are doing not only just with the City stuff but with the community the engagement and how to incorporate conversations with NMSU and students. I think it is absolutely wonderful and a special thank you for looking at District 2 and the need for Art. I know our District does have some pieces but a lot of them like the water tower is very hidden it's not really truly out there or visible. Buena Vida has where a lot of people can walk around and it has a senior area and stuff like that. I just want to comment on the work you do and how your engaging is really beneficial to the community.

Councilor Bencomo asked do you all have a breakdown of what pieces are in what districts?

Katrina Chandler said yes, we do have some breakdown.

Councilor Bencomo asked could you send us that? Has the City Art Board discussed the more culturally problematic pieces that currently exist in the city and how to go about addressing those?

Katrina Chandler said we have actually discussed that. I am going to say that it's a conversation we had in the past. We don't have any definitive ideas of how to handle that. We have discussed this idea of maybe archiving some of these pieces and/or developing messaging or narratives like plaques that would go in accompaniment with those pieces, discussing culturally why this is a problem or the history of that piece. There have been discussions about that, definitively there haven't been any things that we have said this is what we are fixing to do as a board.

Ceci Vasconcellos said I attended a webinar a few months ago and it was put on by Indigenous speakers and at the end of the webinar I actually asked them that question. They could not answer it specifically, but they suggested not only what Katrina talked about but to us to ask the people what would you do? What do you want to do about this? I think that was a really good suggestion.

Councilor Bencomo said given the experience that we have had in trying to change derogatory street names, I think asking someone will say that doesn't offend me, but

Agenda Item #5.3.

that is really not the point. It's derogatory and offensive to a group of people and we shouldn't be platforming them, giving them space.

Councilor Graham said I appreciated the part of your presentation on focusing on enabling and empowering artists to continue with Art as a career. I know some smaller scale entrepreneurial initiatives going on at NMSU specifically for fine artists and creative. I will connect you with some people with whom I'm working from the workshop level straight on up to some bigger, hopefully some creative art specific accelerators.

Councilor Flores said everybody on that Board is so talented, focused, and aware of sensitivities and issues. You really look at everything and you weigh everything, and I am really glad community people have attended. I think there is going to be a real shift on this community board.

4. ADJOURNMENT

4.1

Councilor Yvonne Flores moved, seconded by Councilor Tessa Abeyta, to Adjourn at 3:10 p.m.

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, and Councilor Becky Corran

Mayor

City Clerk

**24-008**

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:	July 17, 2023
Drafter:	Lissa Herrera	Department:	Legal
Program:	Compliance	Line of Business:	Office of City Clerk
Title:	A RESOLUTION AUTHORIZING THE DESTRUCTION OF RECORDS THAT HAVE MET THEIR LEGAL RETENTION.		

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

PURPOSE(S) OF ACTION:

To authorize the destruction of records.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Under the New Mexico Administrative Code (NMAC) Functional Retention and Disposition Schedule 1.21.2 and the City of Las Cruces Retention Schedule, the City of Las Cruces is required to retain its public records for various lengths of time. After the required retention period is met based on the New Mexico Administrative Code (NMAC) Functional Retention and Disposition Schedule 1.21.2 and the City of Las Cruces Retention Schedule, the records may be destroyed by approved methods.

Records listed in Exhibits "A" and "B" have been identified as having met their retention. All Department Directors have had the opportunity to review the lists to ascertain if there are records that need to be kept due to any legal requirements.

City Council approval is required to authorize the destruction. Acceptable methods of destruction of records are dump site burial, shredding, and/or recycling through a bonded recycling company. After the records have been properly destroyed, a "Certificate of Destruction" will be completed by the Records Designee in each department and filed with the office of the City Clerk.

SUPPORT INFORMATION:

[Exhibit "A" Records Destruction List 2021](#)

[Exhibit "B" Records Destruction 2022](#)

PLAN(S):

City Council Strategic Plan

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

Agenda Item #6.1.

- ☐ 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 approves the Resolution and the destruction of those records that have met legal retention.
2. Vote "No"; this will not approve the Resolution and will require departments to keep their records beyond the legal retention period.
3. Vote to "Amend"; remove records from the destruction list which would require additional direction to City staff.
4. Vote to "Table"; this will create storage problems and will require departments to keep records beyond the legal retention period.

REFERENCE INFORMATION:

Resolution 19-188

RESOLUTION 24-008

A RESOLUTION AUTHORIZING THE DESTRUCTION OF RECORDS THAT HAVE MET THEIR LEGAL RETENTION.

The City Council is informed that:

WHEREAS, an inventory of records was completed to identify custodial records, which have satisfied the legal retention period according to the City of Las Cruces Retention Schedule.

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

(I)

THAT records identified in Exhibit "A" and "B", attached hereto and made part of this Resolution, are authorized to be destroyed by appropriate methods as prescribed by the custodian of record.

(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

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

Records Destruction 2021

EXHIBIT "A"

Agenda Item #6.1.

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
ADMINISTRATION - ACM							
	1	LASERFICHE	CLC 026	GREIVANCE & COMPLAINT FILES	MISC PERSONNEL 2013	2013	2021
ADMINISTRATION - ACM/CAO							
	1	LASERFICHE	CLC 026	GRIEVANCE & COMPLAINT FILES	2014	2014	2021
ADMINISTRATION - ACM/COO							
	1	LASERFICHE	CLC 026	GRIEVANCE & COMPLAINT FILES	MISC PERSONNEL FY14 7/1/2013-6/30/2014	FY14	2021
ADMINISTRATION - OFFICE OF MGT. & BUDGET							
	1	C074	CLC 084	REVENUE CONTRACTS AND GRANTS	GRANTS W/TERMINATION DATE & LAST DATE OF ACTIVITY IN MUNIS OF 06/30/14 OR EARLIER (SEE RECORDS INVENTORY FORM ATTACHED FOR ITEMIZED LIST)	FY 2013 - 2014	2021
CITY MANAGERS OFFICE - OFFICE OF MGT. & BUDGET							
	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	CONT. FY17 HEAL PASO DEL NORTE; FY17 NATIONAL FISH; FY17 ADVANCED TRANSPORTATION; FY17 BLOOMBERG CHALLENGE; FY16 NM HISTORICAL RECORDS GRANT; FY16 NEH ROAD EXHIBIT (ALL NOT AWARDED)	4/1/10 - 10/20/17	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
COMMUNITY DEVELOPMENT - ADMINISTRATION	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	FY09 KLCB; FY09 GRANT OFFICE DOCUMENTS; FY10 KLCB 09NT-12; 2011 LCPD GRANT ISSUES 2005-2011; FY10 - FY12 NM HAZ-MAT CHALLENGE; FY12 DOJ BULLETPROOF VEST; 2011 & 2012 NMDOT TRAFFIC SAFETY; FY16 TIGER ITS INFRASTRUCTURE (NOT AWARDED)	1/1/05 - 4/22/16	2021
	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	FY13 FTA BUS; FY11 OPERATION STONE GARDEN EME 2011-SS00094- 501-DASO; FY13 STATE HOMELAND SEC GRANT EMW-2012-SS-00097- S01; 2012-2013 NMDOT TRAFFIC SAFETY; FY11 & 12 HIDTA G11SN0006A; FY10 JCP 2010-JL-FX- 0420; FY12 NM-90-X103-00; FY10 ARRA;CONT	4/1/10 - 10/20/17	2021
	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	FY14 STONE GARDEN EMW-2011-55, TIGER GRANT (NOT AWARDED), NMPRC, AFG, SW HIDTA; FY07 COPS; FY12 COPS;FY15 NM-03-0052-00;'09 US DEPT OF ENERGY DE-SC0001888 & EECBG;FY05 DOJ COPS 2005INWX0014;FY15 NMPRC; FEMA AFG LCPS-LCPD MOU;	1/1/05 - 12/31/14	2021
	1	N166	CLC 055	TIME SHEETS/TIMECARDS	EMPLOYEE TIMESHEETS	JAN 2017 - DEC 2017	2021 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
COMMUNITY DEVELOPMENT - NEIGHBORHOOD SERV.	1	C121	CLC 055	TIMESHEETS/ TIME CARDS	2018 TIMESHEETS FOR COMMUNITY DEVELOPMENT DEPT: A&G, BUILDING SAFETY, MPO, NEIGHBORHOOD SERVICES. FY16/17 AND FY17/18	2016 - 2018	2021
	2	C191	CLC 084	REVENUE CONTRACTS AND GRANTS	COMM DEV & COMM SRVC GRANT OR SUB-GRANT FILES; MONITORING FILES: HOME FY 10-12	2011 - 2014	2021 (JULY)
	2	R018	CLC 084	REVENUE CONTRACTS AND GRANTS	WESTSTAR/HOME REHAB RPTS 2012-2013;WESTSTAR/HOME ESCROW RPTS 2013;WESTSTAR ESCROW CONTRACT RECEIVABLES 2011-2012;CDBG HOME REHAB PYMNT HIST/WS ESCROW RPT 2006-2011;WESTSTAR ANNUAL PYMNT 2008;NATURE & LOCATION RPT 2012-2013	2006 - 2013	2021
	4	R019	CLC 084	REVENUE CONTRACTS AND GRANTS	CONSOLIDATED PLAN FY06-10 PUBLIC REVIEW COPY;IDIS SETUP FORMS & FFSRS TRACKING PY14;CDBG: CASA DE PEGRINOS, MESILLA VALLEY CASA, JARDIN DE LOS NINOS, LA CASA INC, MESILLA VALLEY COMMUNITY OF HOPE, ST LUKES HEALTH CARE CLINIC	2006 - 2010	2021
	8	R020	CLC 084	REVENUE CONTRACTS AND GRANTS	CDBG: CASA DE CORAZONES, LA CASA INC, JARDIN DE LOS NINOS, MESILL AALLEY COMMUNITY OF HOPE, PS APPLICATION (ORIGINALS)	2007	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	9	R022	CLC 084	REVENUE CONTRACTS AND GRANTS	WORKFORCE HOUSING FEASABILITY STUDY PY07;FAIR HOUSING BRADSHAW CASE '10;AFFORDABLE HOUSING AD HOC COMM '08, WF HOUSING - DWNTWN ENVIR SITE ASSESS;WF HOUSING PH 1 DWNTWN IMP;WF HOUSING PROJ DWNTWN PRK GARAGE MFA/CLC/INIDEV	2007 - 2010	2021
	3	R171	CLC 079	CONTRACT & AGREEMENT FILES & LOGS	BOYS & GIRLS CLUB OF LC, CASA DE PEREGRINOS, EL CALDITO, INTERNATIONAL AIDS EMPOWERMENT; LA CASA;LA PINON;LA CLINICA;JARDIN DE LOS NINOS;MESILLA VALLEY CASA;MESILLA VALLEY COMM. OF HOPE	2015	2021
	4	R172	CLC 079	CONTRACT & AGREEMENT FILES & LOGS	LA CASA TBRA;ST.LUKE HEALTH CARE CLINIC:HOMELESS HEALTHCARE,MV COMM.OF HOPE:HOMELESS SHELTER PROG;LA CASA:EMERG SHELTER SERV,JARDIN DE LOS NINOS:CHLDRN THERAPEUTIC SERV;TRESKO GEN FND PUB SERV; SNM DIABETES OUTREACH; RDRUNNER FOOD BANK	2011 - 2015	2021
	2	R149	CLC 084	REVENUE CONTRACTS AND GRANTS	S+C REPORTS FY08 - FY14	2007 - 2014	2021
	1	I100	CLC 084	REVENUE CONTRACTS AND GRANTS	2014 GEN FUND PS BIG BROTHER/B SISTER; CASA DE PEREGRINOS, EL CALDITO, LA CASA, LA CLINICA DE FAMILA, LA PINON, MESILL VALLEY CASA MVCH, ROADRUNNER FOOD BANK, ST LUKES	FY14	2021 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	5	R150	CLC 084	REVENUE CONTRACTS AND GRANTS	PY13 CDBG APP;PY12 CDBG APP & LTTRS OF INTENT;'11 CDBG LOI'S & APPS;PY10 CDBG INFRASTRUCTURE & LTTRS OF INTENT;FY09 CDBG APP; PY08 UNFUNDED CDBG APPS; PY09 HOME APP;'08 UNFUNDED HOMES APPS;PY10 UNFUNDED HOME APPS	2008 - 2014	2021
	1	R017	CLC 084	REVENUE CONTRACTS AND GRANTS	TIERRA DEL SOL;HOME BUYER ED;HOME PY;POS;CDBG/HOME RFP/PO;IDIS ACCESS;TRAVEL ORDERS;PETTY CASH;CAA VEHICLE ACQUISITION;CDBG RFP	2006 - 2007	2021
	8	R 081	CLC 084	REVENUE CONTRACTS AND GRANTS	HUD GRANT FUNDED PROJECT FILES FOR THE CDBG & HOME. FILES INCLUDE PROCUREMENT, MONITORING, PROJECTS, AND REPORTS. 1/1/2000 THRU 6/30/2020; UNFUNDED CDBG/HOME APPLICATIONS. SEE STORAGE TICKET FOR BREAKDOWN.	7/1/11 - 6/30/14	2021 (JULY)
	6	C192A	CLC 084	REVENUE CONTRACTS AND GRANTS	COMM DEV & COMM SRVC GRANT OR SUB-GRANT FILES; HOME MONITORING FY 2009 - 2010; CDBG PUBLIC SERVICES MONITORING FY 2010, 2013; CONFLICT OF INTEREST DISCLOSURES FY 2011 FOR PARTNERING AGENCIES	2009 - 2014	2021 (JULY)
	4	C192	CLC 084	REVENUE CONTRACTS AND GRANTS	SHELTER PLUS CARE MNTRNG;HABITAT CDBG;AGNCY OWNR-OCCUPIED CHCKS;CDBG PUB SRV & HOME MNTRNG;MULTI-FAM/CHDO'S CONFLCT OF INT DISC;COI CDBG-PS;CONFLCT OF INT DISC;INS FOR PROJS	2007 - 2014	2021 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
ECONOMIC DEVELOPMENT - ADMINI ASST CM/COO	6	R 082	CLC 084	REVENUE CONTRACTS AND GRANTS	HUD GRANT FUNDED PROJECT FILES FOR THE CDBG & HOME. FILES INCLUDE PROCUREMENT, MONITORING, PROJECTS, AND REPORTS. 1/1/2000 THRU 6/30/2020; AGENCY AUDITS. SEE STORAGE TICKET FOR BREAKDOWN.	7/1/09 - 6/30/14	2021 (JULY)
	1	J135 - 136	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	1983 - 2014	2021
	1	O097	CLC 048	DEVELOPMENT/USE PERMIT FILES	DOWNTOWN PERMITS	12/05/2014 - 2015	2021
	1	J143 - 144	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	2002-2014	2021
	1	J133 - 134	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	1999 - 2012	2021
	1	J125	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	1966 - 1971	2021
	1	J154	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	1999-2016	2021
	1	J153	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	1969 - 2015	2021
	1	J137 - 138	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	1997 - 2015	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
ECONOMIC DEVELOPMENT - COMMUNITY IMPROVEMENT	1	J141-142	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	1992 - 2016	2021
	1	J149	MULTIPLE	MULTIPLE	MAPS, PROPERTY LINES, SURVEYS, SALES OF CITY PROPERTY AND SUPPORTING DOCUMENTS	2004 - 2012	2021
	4	R012	CLC 084	REVENUE CONTRACTS AND GRANTS	PAYMENTS, EMAILS, PUBLIC COMMENTS	2009 - 2014	2021
	3	R009	CLC 084	REVENUE CONTRACTS AND GRANTS	PY06,07,08,09,10,11, ACTION PLAN ENV;MOW CENTRAL KITCHEN ENV; PY09/10 ENV ASSESS FULL REVIEW SANTA FE; TDS LAND ACQ; SIERRA NORTE HEIGHTS DIV;575 S. ALAMEDA OLD CITY OFFICE CNTR;LOS ENAMORADOS HFH, MONAS STATE CAP OUTLAY	2006 - 2011	2021
	8	R011	CLC 084	REVENUE CONTRACTS AND GRANTS	TIMESHEETS	2011 - 2013	2021
FINANCE - ACCOUNTING							
	6	I116	CLC 071	JOURNAL ENTRIES	PERIOD 12 ENTRIES 0-3480 BOX 6 OF 8	FY11	2021
	1	R117	CLC 071	JOURNAL ENTRIES	FY11 J ENTRIES FIXED ASSETS; PERIOD 1 THRU 13	FY11	2021
	8	I118	CLC 071	JOURNAL ENTRIES	PERIOD 13 ENTRIES 0-650 BOX 8 OF 8	FY11	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	7	I117	CLC 071	JOURNAL ENTRIES	PERIOD 12 ENTRIES 3580-4000 BOX 7 OF 8	FY11	2021
	4	R090	CLC 071	JOURNAL ENTRIES	PERIOD 04 0-5000	FY11	2021
	6	R092	CLC 071	JOURNAL ENTRIES	PERIOD 06 0-5000	FY11	2021
	5	I115	CLC 071	JOURNAL ENTRIES	PERIOD 11 ENTRIES 0-5000 BOX 5 OF 8	FY11	2021
	4	I114	CLC 071	JOURNAL ENTRIES	PERIOD 10 ENTRIES 0-5000 BOX 4 OF 8	FY11	2021
	1	R087	CLC 071	JOURNAL ENTRIES	PERIOD 01 0-5000	FY11	2021
	2	I112	CLC 071	JOURNAL ENTRIES	PERIOD 08 ENTRIES 0-5000 BOX 2 OF 8	FY11	2021
	1	I111	CLC 071	JOURNAL ENTRIES	PERIOD 07 ENTRIES 0-5000 BOX 1 OF 8	FY11	2021
	7	R093	CLC 071	JOURNAL ENTRIES	FY 11 PERIOD 01-12: WRK ORDER JE'S, 0-4000; STANDARD ADJ ENTRIES, 1 - 37	FY11	2021
	2	R088	CLC 071	JOURNAL ENTRIES	PERIOD 02 0-5000	FY11	2021
	3	R089	CLC 071	JOURNAL ENTRIES	PERIOD 03 0-5000	FY11	2021
	3	I113	CLC 071	JOURNAL ENTRIES	PERIOD 09 ENTRIES 0-5400 BOX 3 OF 8	FY11	2021
	5	R091	CLC 071	JOURNAL ENTRIES	PERIOD 05 0-4500	FY11	2021
FINANCE - CASHIERS							
	33	B179A	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	02/09/18-02/16/18	2021
	53	B193	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	06/21/18-06/27/18	2021
	54	B194	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	06/28/18-06/29/18	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	32	B180	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	02/05/18-02/08/18	2021
	1	B095	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	07/01/17-07/15/17	2021
	30	B178	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	01/23/18-01/29/18	2021
	29	B177	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	01/16/18-01/22/18	2021
	31	B179	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	01/30/18-02/02/18	2021
	44	B188	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	04/25/18-04/30/18	2021
	42	B186	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	04/11/18-04/17/18	2021
	40	B184	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	03/30/18-04/03/18	2021
	2	B096	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	07/16/17-07/31/17	2021
	39	B183	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	03/23/18-03/29/18	2021
	28	B176	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	01/08/18-01/12/18	2021
	38	B182	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	03/16/18-03/22/18	2021
	37	B181	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	03/09/18-03/15/18	2021
	36	B180B	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	03/06/18-03/08/18	2021
	52	B192B	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	06/14/18-06/20/18	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	43	B187	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	04/18/18-04/24/18	2021
	34	B180A	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	02/20/18-02/26/18	2021
	45	B189	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	05/01/18-05/04/18	2021
	46	B190	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	05/07/18-05/11/18	2021
	47	B191	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	05/14/18-05/18/18	2021
	48	B192	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	05/21/18-05/25/18	2021
	49	B191A	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	05/29/18-06/01/18	2021
	50	B192A	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	06/04/18-06/06/18	2021
	41	B185	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	04/04/18-04/10/18	2021
	51	B191B	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	06/07/18-06/13/18	2021
	35	B179B	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	02/27/18-03/02/18	2021
	16	B072A	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	02/16/18-02/28/18	2021
	2	C076	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS - CITY EMPLOYEE & MANPOWER TEMPS.	JAN 2017 - DEC 2017	2021
	1	C075	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS - CITY EMPLOYEE & MANPOWER TEMPS.	JAN 2016 - DEC 2016	2021
	5	B200	CLC 086	CASH REPORTS, DAILY	REMOTE SITE CASH COUNT SHEETS - COMMUNITY DEVELOPMENT	03/2018-06/2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	4	B198	CLC 086	CASH REPORTS, DAILY	REMOTE SITE CASH COUNT SHEETS - COMMUNITY DEVELOPMENT	11/2017-02/2018	2021
	3	B197	CLC 086	CASH REPORTS, DAILY	REMOTE SITE CASH COUNT SHEETS - COMMUNITY DEVELOPMENT	07/2017-10/2017	2021
	2	B196	CLC 086	CASH REPORTS, DAILY	REMOTE SITE CASH COUNT SHEETS - CUSTOMER SERVICE	02/2018-06/2018	2021
	1	B195	CLC 086	CASH REPORTS, DAILY	REMOTE SITE CASH COUNT SHEETS - CUSTOMER SERVICE	07/2017-01/2018	2021
	24	B070	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	06/18/18-06/29/18	2021
	23	B069	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	06/01/18-06/15/18	2021
	22	B082	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	05/15/18-05/31/18	2021
	21	B081	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	05/01/18-05/14/18	2021
	20	B094	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	04/16/18-04/30/18	2021
	19	B093	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	04/02/18-04/13/18	2021
	9	B083A	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	11/01/17-11/15/17	2021
	11	B163	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	09/12/17-09/19/17	2021
	4	B096A	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	08/16/17-08/31/17	2021
	5	B095B	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	09/01/17-09/15/17	2021
	6	B096B	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	09/16/17-09/30/17	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	7	B083	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	10/02/17-10/16/17	2021
	8	B084	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	10/17/17-10/31/17	2021
	18	B072B	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	03/15/18-03/31/18	2021
	10	B084A	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	11/16/17-11/30/17	2021
	17	B071B	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	03/01/18-03/14/18	2021
	11	B083B	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	12/01/17-12/15/17	2021
	12	B084B	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	12/16/17-12/31/17	2021
	13	B071	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	01/02/18-01/16/18	2021
	14	B072	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	01/17/18-01/31/18	2021
	15	B071A	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	02/01/18-02/15/18	2021
	3	B095A	CLC 086	CASH REPORTS, DAILY	CASH REPORT PRINTOUTS	08/01/17-08/15/17	2021
	27	B175	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	01/03/18-01/05/18	2021
	5	B157	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	08/01/17-08/04/17	2021
	13	B165	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	09/28/17-10/03/17	2021
	26	B174	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	12/28/17-01/02/18	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	B145	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	07/03/17-07/06/17	2021
	2	B146	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	07/07/17-07/13/17	2021
	4	B148	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	07/24/17-07/31/17	2021
	6	B158	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	08/07/17-08/11/17	2021
	7	B159	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	08/14/17-08/18/17	2021
	8	B160	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	08/21/17-08/28/17	2021
	9	B161	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	08/29/17-09/05/17	2021
	10	B162	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	09/06/17-09/11/17	2021
	1	N144A	CLC 078	ACCOUNT TRANSFER ORDER	UTILITY ADJUSTMENTS/TRANSFERS JUL 2014-JUN 2015	FY15	2021
	12	B164	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	09/20/17-09/27/17	2021
	2	R144	CLC 082	BANK STATEMENTS - RETURNED	RETURNED BANK ITEMS - BANK REPORTS/LEGAL COPIES OF EFT. JUL 2014-JUN 2015	FY15	2021
	1	R143	CLC 082	BANK STATEMENTS - RETURNED	RETURNED BANK ITEMS - BANK REPORTS/LEGAL COPIES OF RETURNED CKS. JUL 2014-JUN 2015	FY15	2021
	3	B147	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	07/14/17-07/21/17	2021
	24	B172	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	12/11/17-12/15/17	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	14	B166	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	10/04/17-10/09/17	2021
	25	B173	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	12/18/17-12/27/17	2021
	23	B171	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	12/05/17-12/08/17	2021
	22	B170	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	11/30/17-12/04/17	2021
	21	B169	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	11/21/17-11/29/17	2021
	20	B168B	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	11/14/17-11/20/17	2021
	19	B167B	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	11/06/17-11/13/17	2021
	18	B168A	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	11/01/17-11/03/17	2021
	17	B167A	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	10/25/17-10/31/17	2021
	16	B168	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	10/17/17-10/24/17	2021
	15	B167	CLC 087	RECEIPTS	UTILITY STUBS WITH RECEIPTS	10/10/17-10/16/17	2021
FINANCE - DISBURSEMENTS							
	20	R138	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES APR 2015 L-Z	FY 15	2021
	7	R127	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES OCT 2014 A-K	FY 15	2021
	14	R132A	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES JAN 2015 M-Z	FY 15	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	18	R136	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES MAR 2015 M-Z	FY 15	2021
	17	R135	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES MAR 2015 A-L	FY 15	2021
	16	R134	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES FEB 2015 M-Z	FY 15	2021
	15	R133	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES FEB 2015 A-L	FY 15	2021
	19	R137	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES APR 2015 A-K	FY 15	2021
	13	R131A	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES JAN 2015 A-L	FY 15	2021
	12	R132	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES DEC 2014 M-Z	FY 15	2021
	11	R131	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES DEC 2014 A-L	FY 15	2021
	10	R130	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES NOV 2014 M-Z	FY 15	2021
	8	R128	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES OCT 2014 L-Z	FY 15	2021
	6	R126	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES SEP 2014 L-Z	FY 15	2021
	5	R125	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES SEP 2014 A-K	FY 15	2021
	1	R121	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES JUL 2014 A-I	FY 15	2021
	22	R140	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES MAY 2015 N-Z	FY 15	2021
	9	R129	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES NOV 2014 A-L	FY 15	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	R122	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES JUL 2014 J-Z	FY 15	2021
	3	R123	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES AUG 2014 A-H	FY 15	2021
	21	R139	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES MAY 2015 A-M	FY 15	2021
	23	R141	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES JUN 2015 A-L	FY 15	2021
	24	R142	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES JUN 2015 M-Z	FY 15	2021
	1	J116	CLC 073	PAYMENT FILES	ACH AND POSITIVE PAY REGISTERS JUNE 2014 - JAN 2015	JUNE 2014 - JAN 2015	2021
	4	R124	CLC 073	PAYMENT FILES	P/D CARD EXPENSE ENVELOPES AUG 2014 I-Z	FY 15	2021
FINANCE - PAYROLL							
	1	L108A	CLC 089	GENERAL LEDGERS	GENERAL JOURNAL ENTRY	2013	2021
	7	I089	CLC 071	JOURNAL ENTRIES	JE 2010 - TAX PAYMENTS	JAN-DEC 2010	2021
	5	I092	CLC 071	JOURNAL ENTRIES	PERA, STATE TAX, ACH, JE'S SIGN IN SHEET 2010	JAN-DEC 2010	2021
	4	I091	CLC 071	JOURNAL ENTRIES	PERA CERTIFICATIONS, REQUEST FOR PAYMENTS 2010	JAN-DEC 2010	2021
	1	I090	CLC 071	JOURNAL ENTRIES	GARNISHMENTS, CHILD SUPPORT (CLOSED), CONTROL BKS	JAN-DEC 2010	2021
	1	L107	CLC 089 & 074	GENERAL LEDGERS; PAYROLL WARRANT REGISTER	VENDOR FILES/PAYMENT; PAYROLL WARRANTS FOR 2013; 941 Q1 & Q2 2013; GARNISHMENT REPORT	2013	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	L107A	CLC 089	GENERAL LEDGERS	SELL BACK OF SICK LEAVE MEMORANDUMS; SAFTEY SHOE/PANT/SHORT TAXABLE; CHECK ADVICE DIST. LIST; CORRECTIONS; PERSONNEL ACTION NOTICE; ACKNOWLEDGEMENT (AWARDS RECOG. PROG.); VENDOR FILES/PAYMENT (WARRENTS 2013)	2013	2021
	1	L108	CLC 089 & 091	GENERAL LEDGERS; PAYROLL REGISTER	VENDOR FILES/PAYMENTS; PERA CERTIFICATIONS; 941 PAYMENTS QUARTERLY; IRS FEDERAL TAXES; W-4 FORMS; DIRECT DEPOSITS FORM	2013	2021
FINANCE - TREASURER							
	1	B201	CLC 086	CASH REPORTS, DAILY	CASH COUNT SHEETS REPORTS - REMOTE SITES - MUNICIPAL COURT	07/01/18-06/17/18	2021
	2	B202	CLC 086	CASH REPORTS, DAILY	CASH COUNT SHEETS REPORTS - REMOTE SITES - MUNICIPAL COURT CONT.	06/18/18-06/30/18	2021
FINANCIAL SERVICES - ACCOUNTING							
	2	R036A	MULTIPLE	MULTIPLE	QTR REPORTS 01/01/2016 - 12/30/2017; INVOICES 01/01/2016 - 12/30/2017; PAYROLL TIMESHEETS 1/1/17 - 12/31/17	01/01/2016 - 12/31/2017	2021
FINANCIAL SERVICES - PAYROLL							
	1	A103-A104	CLC-073,071,082	JOURNAL ENTRIES AND BANK STATEMENTS	2013-2017:VERIFIED CHECK STATEMENTS, JOURNAL ENTRIES, 2014 PAYROLL CORRECTIONS	01/01/2013-12/31/2017	2021
FINANCIAL SERVICES - TREASURER							

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	O105	CLC 095	MUNI BONDS, NOTES, INTRST COUPONS, AND CERTIFICATES OF INDEBTEDNES	INVESTMENT RECONCILIATIONS	2016-2017	2021
FIRE - ADMINISTRATION							
	4	C098	CLC 073, 087, 056	PAYMENT FILES; RECEIPTS; BUDGET WORK PAPERS	FIRE DEPARTMENT COPY OF: REQUISITIONS, PURCHASE ORDERS, INVOICES, PACKING SLIPS, REQUESTS FOR CHECKS FOR FY18. BOX 4 OF 4, T - Z; CASH DEPOSIT RECEIPTS FOR FY18; FY18 REQUEST FOR ADJUSTMENTS, JOURNAL ENTRY, & REQUEST TO DISENCUMBER FUNDS	JULY 1, 2017 - JUNE 30, 2018	2021
	1	R175A	CLC 027	MINUTES OF MEETINGS	FIRE SENIOR STAFF MEETING MINUTES & AGENDA	JAN 2017 - DEC 2017	2021
	3	C097	CLC 073	PAYMENT FILES	FIRE DEPARTMENT COPY OF: REQUISITIONS, PURCHASE ORDERS, INVOICES, PACKING SLIPS, REQUESTS FOR CHECKS FOR FY18. BOX 3 OF 4, H - S	JULY 1, 2017 - JUNE 30, 2018	2021
	1	C102	CLC 070	TRIP TICKET FILE	FIRE DEPARTMENT COPY OF APPROVED TRAVEL ORDERS AND SUPPORT DOCUMENTS	JULY 1, 2017 - JUNE 30, 2018	2021
	1	C101	CLC 073	PAYMENT FILES	FIRE DEPARTMENT COPY OF: REQUISITIONS, PURCHASE ORDERS, INVOICES, PACKING SLIPS, REQUESTS FOR CHECKS FOR FY18. BOX 1 OF 4, A - F	JULY 1, 2017 - JUNE 30, 2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
FIRE - EMS	2	C099	CLC 073	PAYMENT FILES	FIRE DEPARTMENT COPY OF: REQUISITIONS, PURCHASE ORDERS, INVOICES, PACKING SLIPS, REQUESTS FOR CHECKS FOR FY18. BOX 2 OF 4, G - G	JULY 1, 2017 - JUNE 30, 2018	2021
	1	RC BACK ROOM	CLC 104	EMERGENCY MEDICAL SERVICE (EMS) FILES	PATIENT ASSESSMENT/REFUSAL FORMS JAN-JUN 2010	2010	2021
	1	RC BACK ROOM	CLC 104	EMERGENCY MEDICAL SERVICE (EMS) FILES	PATIENT ASSESSMENT/REFUSAL FORMS	JUL-DEC 2010	2021
FIRE - TRAINING							
	3	C069	CLC 105 & CLC 110	REJECTED APPLICATIONS & EDUCATION AND TRAINING FILES	ACADEMY 32 PHS, 2017; ACADEMY 32 INTERVIEW SCORE SHEETS, 2017; ACADEMY 33 INTERVIEW SCORE SHEETS, 2018	2017 - 2018	2021
	4	C070	CLC 105	REJECTED APPLICATIONS	ACADEMY 33 PHS	2017 - 2018	2021
HUMAN RESOURCES							
	2	C073	CLC 073	PAYMENT FILES	TUITION REIMBURSEMENT RECORDS (K - Z)	1990 - 2014	2021
	1	C067	CLC 073	PAYMENT FILES	TUITION REIMBURSEMENT RECORDS (A - J)	1990 - 2014	2021
	1	I101	CLC 198	FACILITY MEDICAL FILES	MEDICAL RECORDS TERMINATION A-G	JAN-DEC 2010	2021
	1	I102	CLC 198	FACILITY MEDICAL FILES	MEDICAL RECORDS TERMINATION H-P	JAN-DEC 2010	2021
	1	I104	CLC 198	FACILITY MEDICAL FILES	MEDICAL RECORDS TERMINATION R-Z	JAN-DEC 2010	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	C115	CLC 105	REJECTED APPLICATIONS	2017-2018 PD AND FIRE PROMOTIONAL PROCESSES	2017 - 2018	2021
	4	R048	CLC 105	REJECTED APPLICATIONS	CLOSED OUT PROCESSES: A-Z	2018	2021
	1	R035	CLC 105	REJECTED APPLICATIONS	CLOSED OUT PROCESSES: A-Z	2018	2021
	3	R047	CLC 105	REJECTED APPLICATIONS	CLOSED OUT PROCESSES: A-Z	2018	2021
	5	R060	CLC 105	REJECTED APPLICATIONS	CLOSED OUT PROCESSES: A-Z	2018	2021
	1	R029	CLC 108	ADA COMPLIANCE FILES	GRIEVANCES 2009-2015; ADA ACCOMMODATION 2010-2015; EEOC CHARGES 2009-2015; INTERNAL COMPLAINTS 2008-2011; INTERNAL DISCRIMINATION COMPLAINTS 2012-2015	2008 - 2015	2021
	2	R030	CLC 108	ADA COMPLIANCE FILES	GRIEVANCES 2009-2015; ADA ACCOMMODATION 2010-2015; EEOC CHARGES 2009-2015; INTERNAL COMPLAINTS 2008-2011; INTERNAL DISCRIMINATION COMPLAINTS 2012-2015	2008 - 2015	2021
	8	R038	CLC 108	ADA COMPLIANCE FILES	GRIEVANCES 2009-2015; ADA ACCOMMODATION 2010-2015; EEOC CHARGES 2009-2015; INTERNAL COMPLAINTS 2008-2011; INTERNAL DISCRIMINATION COMPLAINTS 2012-2015	2008 - 2015	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	4	R042	CLC 108	ADA COMPLIANCE FILES	GRIEVANCES 2009-2015; ADA ACCOMMODATION 2010-2015; EEOC CHARGES 2009-2015; INTERNAL COMPLAINTS 2008-2011; INTERNAL DISCRIMINATION COMPLAINTS 2012-2015	2008 - 2015	2021
	5	R039	CLC 108	ADA COMPLIANCE FILES	GRIEVANCES 2009-2015; ADA ACCOMMODATION 2010-2015; EEOC CHARGES 2009-2015; INTERNAL COMPLAINTS 2008-2011; INTERNAL DISCRIMINATION COMPLAINTS 2012-2015	2008 - 2015	2021
	6	R040	CLC 108	ADA COMPLIANCE FILES	GRIEVANCES 2009-2015; ADA ACCOMMODATION 2010-2015; EEOC CHARGES 2009-2015; INTERNAL COMPLAINTS 2008-2011; INTERNAL DISCRIMINATION COMPLAINTS 2012-2015	2008 - 2015	2021
	7	R037	CLC 108	ADA COMPLIANCE FILES	GRIEVANCES 2009-2015; ADA ACCOMMODATION 2010-2015; EEOC CHARGES 2009-2015; INTERNAL COMPLAINTS 2008-2011; INTERNAL DISCRIMINATION COMPLAINTS 2012-2015	2008 - 2015	2021
	3	R041	CLC 108	ADA COMPLIANCE FILES	GRIEVANCES 2009-2015; ADA ACCOMMODATION 2010-2015; EEOC CHARGES 2009-2015; INTERNAL COMPLAINTS 2008-2011; INTERNAL DISCRIMINATION COMPLAINTS 2012-2015	2008 - 2015	2021
	2	R036	CLC 105	REJECTED APPLICATIONS	CLOSED OUT PROCESSES: A-Z	2018	2021
ENTERPRISE SERVICES (RADIO COMM)							

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
LEGAL - CITY ATTORNEY	1	C071	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	PURCHASE ORDERS	2014	2021
	1	R071	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	ETHICS & COMPLIANCE HOTLINE PURPLE 104-02; RECALL PETITIONS TEAL 108-09; TERRY ENRIQUEZ PURPLE 114-49; CITY ATTORNEY - TORT CLAIM NOTICES GENERAL TEAL 106	07/1993 - 05/2016	2021
	1	I103	CLC 129	LEGAL CASE FILE	GARNISHMENTS YELLOW 108-01; 1.15.5.305 2014 CONTRACT RFP09-10-375; TEAL 103-02 ROBLES RAE L ETC.	FY-10-14	2021
	1	I114	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	PURPLE; CC CHRTR CHNGS100-15; CC RECALL PROCESS 100-15; WORKFORCE INVESTMENT ACT 100-23; COUNCIL & CONSTITUENT SERVICE 100-24; INFRASTRUCTURE/CIP POLICY REVIEW COMMITTEE 100-25; ASYLUM SEEKERS 100-26; CM ADMIN 101; CM MONTHLY MEET 101-01	01/1987 - 05/2019	2021
	1	O113	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	TEAL; LC MUNI CODES 108-03; ELECTIONS 108-04; CONSOLIDATION OF PRECINCTS 108-05; CLC GRANICUS AGENDA MANAGEMENT SOFTWARE & MAINTENANCE CONTRACT 108-06; MINIMUM WAGE 108-07; VOTER ID 108-08; INACTIVE BOARDS 108-10; RISK MGMT PEACH 107	02/1994 - 08/2019	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	FISHER, ROBERT BLACK #577 SEE ALSO S028	2007-2010	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	FISHER, ROBERT BLACK #577	2007-2010	2021
	1	O111	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	HUMAN RESOURCES 1998, PEACH 112 (1998-2019)	01/1998 - 07/2019	2021
	1	R083	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	ALL PURPLE; CNTRCT NANN M WINTER 101-09; ASST CITY MGR MTHLY RPRT 102-03; IA 104; FORENSIC AUDIT OF AMST DEPT 104-04; INDEMNITY ISSUES 105; EEO TRNG 111; EEO/SEXUAL HARASSMENT POLICY 111-01; PERA BRUNO ZAIDO 112-09; MARCO GONZALES TERM 111-02	11/1991-09/2017	2021
	1	O043	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	BOARD OF ETHICS EC-2002-001, PURPLE 100-22; BOARD OF ETHICS 2000-2002, PURPLE 100-22; BOARD OF ETHICS 2003-2004, PURPLE 100-22; ETHICS ORDINANCE REVIEW COMMITTEE, PURPLE 100-22	01/2001 - 05/2015	2021
	1	O112	CLC 129	LEGAL CASE FILE	2005-2007 MUNI COURT DV LITIGATION FILES (25 FILES)	01/2005 - 12/2007	2021
	1	R079	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	ALL PURPLE; AFSCME CERT. 117-03; AFSCME PROHIBITED PRACT. COMP 117-04; LC POLICE OFFICER ASSOC 117-05; FIREFIGHTERSLOCAL 2362 117-06; FF V MAYOR RUBEN SMITH 117-08; LABOR RULES 117-11; LC PRO FIREFIGHTERS ASSOC 117-13; FAIR SHARE FEES 117-14	02/1993 - 10/2003	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	R063	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	ALL PURPLE; LCPOA PAST PRACTICES 117-15; LCPOA APPOINT FACT FINDER 117-16; USW-AFL-CIO/CLCL 117-17; UNION STEELWORKERS 118; UNION GRIEVANCES GENERAL 119; PUBLIC EMPLOYEES BARGAINING ACT 120	01/1995 - 12/2008	2021
	1	O058	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	ALL TEAL; LEGAL DEPT 100; CITY ATTORNEY 103; LEGAL SERVICES CONTRACTS 103-02; VEHICLE FORFEITURE/SEIZURE HEARING OFFICER CONTRACTS 103-03; CITY ATTORNEY CRRSPNDNCE SENT/REC'D 103-04; VARIOUS NOTICES 103-05; QUARTERLY SETTLEMENT REPORTS 103-07	01/1990 - 02/2019	2021
	1	O045	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	ALL PUPRPLE; CITY MANAGER EMPLOYMENT CONTRACTS 101-02; CHIEF OF STAFF (LUMANAS) 101-03; EMPLOYEE ETHICS REVIEW COMMITTEE 101-05; PROPOSED REORGANIZATION 101-06; FEE WAIVER POLICY 101-07; POLICY FOR FUNDING CITY SUPPORTED EVENTS 101-08	04/1987 - 03/2018	2021
	1	O057	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	ALL TEAL; PRSCTR GRNT AGRMNT 103-12; PRFRMNC MEASURES 103-16; VICTOR PEREZ 103-19; ALRM FEE ORD 105-21; F&C MARKET ORD 105-22; LABOR MGMTRELATIONS ORD 105-23; TRANSIT CONDUCT ORD 105-24; TBCCO PRDCTS ORD 105-25; WILD/EXOTICANIMALS ORD 105-27	03/1995 - 06/2016	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	O110	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	PEACH; RISK MGMT CLAIMS 107-01; INS REQs FOR CTR 107-02; CLAIMS SETTLEMENT 107-09; OSHA 107-11; WORKERS COMPENSATION AUDIT 107-12; SAFETY NATIONAL INS 107-13; WORKERS COMP 3RD PARTY ADMIN AGRMT 107-14; MED MARIJUANA 107-15; WORKERS COMP 108	01/1993 - 01/2016	2021
	1	O044	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	PRSNL FLSA PEACH 112-02; PRSNL EMPLOYEE GARNISHMENTS PEACH 112-03; PRSNL ICMA TRUST AGREEMENT PEACH 112-04; PERA ELIGIBILITY 112-006; PEER TO PEER FOUNDATION PEACH 112-008; USERRA MILITARY LEAVE PEACH 112-10; DSABLT BENEFITS PEACH 112-12	08/1985 - 04/2016	2021
	1	R059	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	CITY CLERK - PUBLIC RECORDS, TEAL 108-01	01/1991 - 12/2016	2021
	3	J146	CLC 125	LIQUOR LICENSE FILES	LIQUOR LICENSES FOR CITY COUNCIL APPROVAL; SPECIAL DISPENSER AND PUBLIC CELEBRATION PERMIT APPLICATIONS	2017	2021
	1	O046	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	HEALTH INS PCH 112-13; HIPAA PCH 112-15; ADA PCH 112-16; PRSNL APPEALS PCH 112-17; HAZARDOUS WASTE ROUTE BRWN 100-07; PBLC SFTY IMPACT FEES BRWN 100-08; WEAPONS IN CITY FCLTS BRWN 100-09; POLICE ACADEMY TRNG BRWN 101-01; HIDTA AGRMNT 101-05	09/1985 - 08/2016	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	R072	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	PURPLE; PUBLIC INFO 113; PUBLIC LIAISON OFFICE 113-01; EEOC/HRD COMPLAINTS 115; SANDRA HUNTER TERM/GRIEVANCE 115-92; EMPLOYEE GRIEVANCES 114; LABOR MANAGEMENT RELATIONS BOARD 117; FIREFIGHTERS LOCAL 2362 117-02	08/1984 - 02/2019	2021
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE FORFEITURE LAWSUITS M-S	2010	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE FORFEITURE LAWSUITS A-L	2010	2021
	3	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE SEIZURES N-Z	2010	2021
	1	B 117	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	UTILITIES FILES (GREEN FILES); SEE RECORDS INVENTORY FORM ATTACHMENTMENT FOR ITEMIZED LIST	11/1984 - 08/2018	2021 (JULY)
	3	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE FORFEITURE LAWSUITS T-Z	2010	2021
	1	O109	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	TEAL; DUMPING RADIOACTIVE & TOXIC WASTE IN SW 105-28; VEHICLE FORFEITURE ORDINANCE 105-37; MINIMUM WAGE ORDINANCE 2014 105-41; CHPTR 22 (PERSONNEL) 105-42; CITY FEE WAIVER POLICY LCMC 2-170 105-44; CITY BOARDS AND COMMISSIONS 108-02	01/1985 - 03/2017	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES: BLACK #609, 590,596,566,632, & ROGERS L	2010	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES: BLACK #546 & 2. TRAK ENGINEERING INC v CLC	2010	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BOX 1, S. SANCHEZ v CLC & APPEAL	2010	2021
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BOX 2, BLACK #593,601,575,576,604,588,587,602	2010	2021
	3	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BOX 3, SHORT; PLATT, BLACK #598	2010	2021
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE SEIZURES G-M	2010	2021
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION CASES BLACK #677,624,627	JAN-DEC 2010	2021
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BLACK 591	2010	2021
	3	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BLACK 532	2010	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BLACK 538, 565, 582, 592, 636, 599, 655, 612, 608	2010	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION CASE BLACK#625	2010	2021
	1	C107	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	GARNISHMENT FILES	01/2018 - 12/2018	2021
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BLACK 594	2010	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BLACK 605, 574, 600	2010	2021
	2	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION PHOTO STOP: BLACK 648, 649, 651, 652, 653, 658, 659, 662, 664	2010	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION PHOTO STOP: BLACK 620, 621, 622, 623, 629, 630, 634, 637, 638, 639, 640	2010	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE SEIZURES A-F	2010	2021
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	FISHER, ROBERT v. CLC, et al. 07-CV-421; CONSUELO SALAZAR v CLC & FOREIGN CORPS GREGORY GREENFIELD & ASSOC, JONES LANG LASALLE-SOUTHWEST, OXFORD PROP. GROUP & BABCOCK & BROWN d/b/a MESILLA VALLEY MALL CIV 07-0421	JAN-DEC 2010	2021
LEGAL - CITY CLERK							
	1	H-DRIVE	MULTIPLE	LEGAL CASE, C&A, COMMITTEES, ETC.	TORT CLAIMS 2010; CONTRACTS & AGREEMENTS RETENTION MET 2021; 2019 MIN OF MTGS -AGENDAS, NOTICES ETC; 2016 COMMITTEE/C FILES BOARD MBRS (APPT/RESIGN ETC); 2018 REJECTED APP (BOARDS); 2019 CUSTODIAN OF RECORD REQUESTS (HOUSED H DRIVE AND PAPER)	2010-2017	2021

LEGAL - INTERNAL AUDIT

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	O075	CLC 216	INTERNAL AUDIT FILE	DISCURSEMENTS PROCESS PHASE I AUDIT; MEMO LOSS; LODGER'S TAX; FLEET REVIEW; COGS ANALYSIS; PURCHASING SURVEY; PCARD LOG; HOTLINE; RICHARD VS CLC CASE #1301; UTILITY PMY INVESTIGATION; SAC INFORMATION; MUNICIPAL COURT RESEARCH	2012 - 2014	2021
	1	O064	CLC 216; CLC 111	INTERNAL AUDIT FILE; OPERATIONS SYSTEM BACKUP	GRS RCPTS; UTLTS WRHS; UTLTS RISK ASSESS/AUDIT PLAN, CAFR FY11 FLLW UP; TIME CARDS, SW PCARDS, METERS BILLING; FLEET INVENT.;WRHS TAXABLE INVENT.; CUST SERV, OVERPAYMEN; HR AUDIT; WTR METERS. RISK MGMT, BOSTON DR COMPLAINT; HARD DRIVE INVEST.	JULY 2002 - JUNE 2014	2021
	1	O065	CLC 216	INTERNAL AUDIT FILE	INVESTIGATIONS 07/08; SPECIAL PROJECTS 07/08; HOTLINE 07/08	7/1/06 - 6/30/08	2021
	1	O066	CLC 216	INTERNAL AUDIT FILE	RISK ASSESSMENT; AUDIT MEMOS; FOLLOW-UPS CDBG/MVRDA; PD PAYROLL AUDIT; CD AUDIT; PW AUDIT; FINANCE/TREASURY AUDIT; FIRE DEPT PAYROLL AUDIT	JUNE 2005 - JUNE 2008	2021
	1	O067	CLC 216	INTERNAL AUDIT FILE	HOTLINE 2008/2009; SPECIAL PROJECTS 2008/2009	07/01/2007 - 06/30/2009	2021
	1	O073	CLC 216	INTERNAL AUDIT FILES	RISK ASSESSMENT; CD FOLLOW-UP; CD SP; SCSWA AUDIT; HR BENEFITS; PW TRAFFIC ENGINEERING FOLLOW- UP; SP EMPLOYEE/VENDOR ADDRESS & SSN; I/A SALARY ANALYSIS	7/2007 - 6/2009	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	O074	CLC 216	INTERNAL AUDIT FILE	CVB 2009-2011; LCCC FINANCIAL STATEMENTS 2011; GLOBAL SPECTRUM INVESTIGATION 2009-2010; MANAGEMENT HANDBOOK 2011	JULY 2009 - JUNE 2011	2021
	1	O069	CLC 216	INTERNAL AUDIT FILE	ROMANO INVESTIGATION 2008; AUDIT OF TREASURY 2008; CORDOVA RECORDS 2008	JAN 2008 - DEC 2008	2021
	1	O062	CLC 001, CLC 216	NON-RECORD MATERIAL AND INTERNAL AUDIT FILE	HOTLINE 2009-2010; FLEET SHOP INVESTIGATION 12/2012; ANTI-DONATION RESEARCH 09/2010; MUNICIPAL COURT RESEARCH 09/2010; POLICE AUDITOR RFP FY09/10; SAFETY COMMITTEE MEETING NOTES	JULY 2008 - OCT 2012	2021
	1	O070	CLC 216	INTERNAL AUDIT FILE	GRANTS AUDITS; SP TREASURY AUDIT; HIRING REVIEW COMMITTEE; STRATEGIC PLAN; CMP 22; BUDGET	JULY 2007 - JUNE 2009	2021
	1	O076	CLC 216	INTERNAL AUDIT FILE	WORK ORDER/VEHICLE/FLEET AUDIT 2011/2012; HR DEPT AUDIT 2012; POLICE DEPT AUDIT 2011; P-CARD REVIEW 2011	JAN 2011 - JUNE 2012	2021
	1	O061	CLC 216	INTERNAL AUDIT FILE	BANK DRAFT CUSTOMERS; PCARD RECEIPTS RENE GARCIA; PD GRANT OVERTIME AUDIT; A/R CUSTOMER SERVICE; PCARD PROGRAM AUDIT; TREASURY AUDIT; FLEET INVESTIGATION PD TIRES; PCARD AUDIT; LCPD 1224379, STATE D16, STATE 023	JULY 2009 - JUNE 2013	2021
	1	O068	CLC 216	INTERNAL AUDIT FILE	ROMANO INVESTIGATION 2008	JAN 2008 - DEC 2008	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	O054	CLC 216	INTERNAL AUDIT FILE	PROGRAM MANAGEMENT PHASE 111; LC SISTER CITIES FOLLOW-UP; NEW CITY HALL; HOTLINE; GRANTS; EXTERNAL AUDIT MEETING	JULY 2008 - JUNE 2012	2021
	1	O063	MULTIPLE	MULTIPLE	CERTIFICATE OF INSURANCE 2004-2005; INSURANCE CLAIMS 2004-2005; SURVEYS 2004-2005; MISC ADMIN 2004-2005	JULY 2003 - JUNE 2005	2021
	1	O056	CLC 216	INTERNAL AUDIT FILE	LODGERS TAX 2009-2011; PD PAYROLL REVIEW 2010; HOTLINE 2013-2014; STREETS OT AUDIT 2013; STREETS INVESTIGATION 12/2013	JULY 2009 - JUNE 2013	2021
	1	O055	CLC 216	INTERNAL AUDIT FILE	ARRA RUNWAY AUDIT FY 11/12; R.L. TOWNSEND CONSTRUCTION AUDIT FY 11/12; SMART PHONE ANALYSIS 2012; CITY WIDE PROJECT MANAGEMENT AUDIT 2010; PSN GRANT FY 11/12; HR AUDIT 01/2012	JULY 2010 - JUNE 2012	2021
	2	AMERICAN DOC SRVS	CLC 129	LEGAL CASE FILE	ADMIN AUDIT FILES FY07/08 FY10/11	FY08 & FY11	2021
	1	O053	CLC 216	INTERNAL AUDIT FILE	VERIZON AUDIT; CD INSPECTORS; VILLALOBOS; S. HUNTER V CLC; HONEYCUTT INV; FUEL INVENTORY DATA; VIDAL P-CARD; FUEL THEFT; CH CONSTRUCTION AUDIT; NM V GIRON; FLEET INVESTIGATION; POLICE AUDITOR	JULY 201 - JUNE 2014	2021
	1	O051	CLC 001	NON-RECORD MATERIALS	MISC RESEARCH FY12-FY19; STAFF MEETING NOTES FY12 - FY17; DEPT COPY OF SUPPLIES ORDERS FY12-FY19; WAREHOUSE COMMITTEE NOTES FY12-FY16; UTILITY BOARD MEETIN AGENDS FY14-FY17	JULY 2011 - JUNE 2019	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	O050	CLC 001; CLC 216	NON RECORD MATERIALS & INTERNAL AUDIT FILE	DM AUDIT OHASE I & II 2010; GRANTS PHASE II 2009 MEMO LOG 2008-04/2010; RISK ASSESSMENT 09/10; BUDGET 09 & 10; AUDIT PLAN 09/10; CD CASH HANDLING POLICY 1/14/11; CODES OT 2009; HIRING REVIEW COMMITTEE 09/10; CELL PHONE POLICY CHANGE 2010	07/01/2008 - 06/30/2011	2021
	1	O049	CLC 001	NON-RECORD MATERIALS	FY12-FY19 CONFERNECE, TRAVEL DOCUMENTS, PURCHASES, MISC TRAINING DOCUMENTS; FY18/FY19 STAFF MEETING NOTES; FY18 UTILITIES BOARD MEETING NOTES	JULY 2012 - JUNE 2019	2021
LEGAL - RECORDS CENTER							
	1	LASERFICHE	CLC 079	CONTRACT & AGREEMENT FILES & LOGS	2021 NON-PERMANENT CONTRACTS IN LASERFICHE MET RETENTION: 05-177 AND 06-324 NEED TO DELETE.	2004; 2016	2021
LEGAL - RISK MANAGEMENT							
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501119001030506	4/7/2006 - 9/27/2006	2021
	3	R028	CLC 129	PROPERTY/LIABILITY CLAIMS	PROPERTY/LIABILITY CLAIMS CLOSED 2009, 2010, 2011 A-Z; LIST IN BOX	2009 - 2011	2021
	1	RC BACKROOM	CLC 220	WORKER'S COMPENSATION FILE	VARIOUS WORK COMP DOCUMENTS 1995-2011	1995 - 2011	2021
	2	R027	CLC 129	PROPERTY/LIABILITY CLAIMS	PROPERTY/LIABILITY CLAIMS CLOSED 2010 - 2011 A-Y; LIST IN BOX	2010 - 2011	2021
	62 BOXES	RC BACK ROOM	CLC 220	WORKER'S COMPENSATION FILE	62 BOXES ON Q SHELF: WORKERS COMP FILES, SEE LIST ATTACHED	1974 - 2011	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	R026	CLC 214	DRUG AND ALCOHOL TESTING	DRUG AND ALCOHOL TESTING A-Z	01/2010 - 12/2011	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501119001110404	4/6/2006 - 3/22/2007	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501321000710205	1/1/2004 - 12/31/2004	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501119000740205	9/1/1999 - 5/25/2006	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501119001030807	9/28/2005 - 3/10/2006	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501321000810301	10/1/2004 - 12/31/2004	2021
	1	R025	CLC 129	PROPERTY/LIABILITY CLAIMS	PROPERTY/LIABILITY CLAIMS CLOSED 2010 - 2011 A-M; LIST IN BOX	2010-2011	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0502118001130603	12/14/1998 - 12/14/1998	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0502118001230407	12/14/1998- 12/14/1998	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501119001030903	9/1/1999 - 9/1/1999	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501119001030102	10/7/199 - 10/7/1999	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501119001020904	3/3/1993 - 3/27/2000	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501321000710304	1/1/1992 - 12/31/2001	2021
	1	CCMSI	CLC 220	WORKER'S COMPENSATION FILES	CLOSED WORKER'S COMP FILES - BOX LOCATION NM0501119001110503	9/22/2003 - 6/9/2004	2021
PARKS & RECREATION - ADMIN							
	3	R027	MULTIPLE	MULTIPLE	FRANK O'BRIAN PAPEN COMMUNITY CENTER: DEPOSIT SLIPS, PAYMENT FILES, RECEIPTS, RECREATION PROGRAM FILES, FACILITY USE & AGREEMENT FILES	2003 - 2013	2021
	4	R028	MULTIPLE	MULTIPLE	FRANK O'BRIAN PAPEN COMMUNITY CENTER: NON-RECORD MATERIALS, CALENDAR OF EVENT FILES, ADMIN REF AND CORRESPONDENCE FILES (NON-EXEC LEVELS), PRECINCT BOARD FILES, LEGAL CASE FILE	2005 - 2007	2021
	2	R026	CLC 061; 087	DEPOSIT SLIPS; RECEIPTS	FRANK O'BRIAN PAPEN COMMUNITY CENTER: DEPOSIT SLIPS (EMPTY BUT OUTDATED AND UNUSABLE) AND RECEIPTS	1998 - 1999	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	Z228	MULTIPLE	MULTIPLE	FRANK O'BRIEN; FACILITY AGREEMENT FILE -2014; PAYMENT FILES - 2014; RECEIPTS - 2014; RECREATION PROGRAM FILES; INVOICES (AGENCY) - 2005; TRANSACTION REGISTER, MONTHLY - 2005; REVENUE STATUS REPORT MONTHLY - 2005	2004-2014	2021
	1	O039	CLC087; CLC001	RECEIPTS; NON-RECORD MATERIAL	2020; CREDIT CARDS FOR ADMINISTRATION, ATHLETICS, PARKS, TRAVEL, YOUTH SERVICES, RECREATION, AND FORESTRY	JAN 2020-DEC 2020	2021
	4	C080	CLC 055	TIME SHEETS/TIMECARDS	ALL SECTIONS FY 17/18 TIMESHEETS: - AQUATICS; - JCP; - AFTER SCHOOL; - WEED AND SEED	2017 - 2018	2021
	1	O038	CLC087	RECEIPTS	2016, CREDIT CARDS FOR ADMINISTRATION, ATHLETICS, PARKS, TRAVEL, YOUTH SERVICES, AND RECREATION	2017	2021
	4	Z215	MULTIPLE	MULTIPLE	FRANK O'BRIEN; NON-RECORD MATERIALS; CALENDAR OF EVENTS FILE; ADMINISTRATIVE REFERENCES AND CORRESPONDENCE FILES (NON-EXECUTIVE LEVELS); PRECINCT BOARD FILES; LEGAL CASE FILE	2005-2007	2021
	3	Z216	MULTIPLE	MULTIPLE	FRANK O'BRIEN; PAYMENT FILES; RECEIPTS; RECREATION PROGRAM FILES; FACILITY USE & AGREEMENT FILES, DEPOSIT SLIPS	2003-2013	2021
	2	Z227	CLC 087; CLC 061	RECEIPTS; DEPOSIT SLIPS	FRANK O'BRIEN; RECEIPTS; DEPOSIT SLIPS (EMPTY BUT OUTDATED)	1998-1999	2021
	1	C077	CLC 055	TIME SHEETS/TIMECARDS	ALL SECTIONS FY 17/18 TIMESHEETS: - AQUATICS; - JCP; - AFTER SCHOOL; - WEED AND SEED	2017 - 2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	C183	CLC 075	INVOICES (AGENCY)	EPE (MEDIANS 0757430000; PARKS 0561630000), STAPLES ADVANTAGE, JORNADA WATER, SNMCF, AND MISC. (PROJECTS, POSTED NOTICES, PO'S)	2015 - 2017	2021
	1	O037	CLC072; CLC001	CHECKS; NON-RECORD MATERIAL	REQUEST FOR CHECK FY2021 & 2022, APRIL-JUNE 2017, SEPT-DEC 2018, MAY-DEC 2019	APRIL 2017 - 2022	2021
	1	R 065	CLC 209 & 077	FACILITY USE AGREEMENT FILE & TRANSACTION REGISTER, MONTHLY	PARKS AND FACILITY PERMITS FY14; ALBERT JOHNSON PARK - YOUNG PARK; TRANSACTION REGISTER, MONTHLY - CASH COUNTS FY13	JAN 2013 - DEC 2014	2021
	1	C086	CLC 087	RECEIPTS	ADMIN - ALL SECTIONS (2017 CREDIT CARD RECEIPTS)	2017	2021
	1	C085	CLC 086	CASH REPORTS, DAILY	PARKS ADMINISTRATION (2017 CASH COUNTS SHEETS)	JAN - DEC 2017	2021
	1	C081	CLC 055	TIME SHEETS/TIMECARDS	BALLFIELDS & PARKS, JUN 25, 2017 - JAN 06, 2018; LC1417-LC0118	JUN 2017 - JAN 2018	2021
	1	C 086	CLC 087	RECEIPTS	RECEIPTS	10/2017 - 05/2018	2021
	1	R025	MULTIPLE	MULTIPLE	FRANK O'BRIAN PAPEN COMMUNITY CENTER: REVENUE STATUS REPORT MONTHLY, PAYMENT FILES, INVOICES, TRANSACTION REGISTER MONTHLY, RECEIPTS, RECREATION PROGRAM FILES, FACILITY USE & AGREEMENT FILES	2004 - 2014	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	R 008	CLC 073;208;209	PAYMENT FILES;RECREATION PROGRAM FILES;FACILITY USE AGREEMENTS	FOPCC WDA INFO: RCPTS, NON-RECORD ADVERTISEMENTS, CALENDARS, PROGRESS REPORTS, CC EXPENDITURES, INVOICE COPIES, PARTICIPANT INFO, RESOLUTIONS, AND BUDGETS	2000 - 2001, 2004 - 2006	2021
	1	R 007	CLC 208;209	RECREATION PROGRAM FILES;FACILITY USE AGREEMENTS	FOPCC AFTER SCHOOL PROGRAM WAIVERS & SIGN-UP SHEETS; PERSONAL INFO OF PAST PARTICIPANTS; ADVERTISEMENTS	2005- SUMMER 2006	2021
	3	C079	CLC 055	TIME SHEETS/TIMECARDS	ALL SECTIONS FY 17/18 TIMESHEETS: - AQUATICS; - JCP; - AFTER SCHOOL; - WEED AND SEED	2017 - 2018	2021
	2	C078	CLC 055	TIME SHEETS/TIMECARDS	ALL SECTIONS FY 17/18 TIMESHEETS: - AQUATICS; - JCP; - AFTER SCHOOL; - WEED AND SEED	2017 - 2018	2021
	4	R016	CLC 141	MAINTENANCE SERVICE FILE	FIELD WORK ORDER SHEETS FROM 2018: PARKS MAINTENANCE	SEPT - DEC 2018	2021
	3	R 010	CLC 073;208;209	PAYMENT FILES;RECREATION PROGRAM FILES;FACILITY USE AGREEMENTS	FOPCC WDA INFO: RCPTS, NON-RECORD ADVERTISEMENTS, CALENDARS, PROGRESS REPORTS, CC EXPENDITURES, INVOICE COPIES, PARTICIPANT INFO, RESOLUTIONS, AND BUDGET BREAKDOWNS	2008 - 2009	2021
	3	R015	CLC 141	MAINTENANCE SERVICE FILE	FIELD WORK ORDER SHEETS FROM 2018: PARKS MAINTENANCE	JAN - SEPT 2018	2021
	2	C082	CLC 055	TIME SHEETS/TIMECARDS	BALLFIELDS & PARKS, JAN 07, 2018 - JUL 07, 2018; LC0218-LC1418	JAN 2018 - JUL 2018	2021
	2	R014	CLC 141	MAINTENANCE SERVICE FILE	FIELD WORK ORDER SHEETS FROM 2018: FORESTRY, ATHLETICS, AQUATICS	SEPT - DEC 2018	2021
	1	R013	CLC 141	MAINTENANCE SERVICE FILE	FIELD WORK ORDER SHEETS FROM 2018: CONSTRUCTION & MEDIANS	JAN - SEPT 2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
PARKS & RECREATION - MEERSCHIEDT	1	O104	MULTIPLE	MULTIPLE	CASH COUNT, RECEIPTS, DEPOSIT SLIPS, DEPOSIT LOGS; SAFE ENTRY LOGS; 2013 - 2014 WEIGHT ROOM WAIVERS	2013 - 04/20/2015	2021
	1	O101	CLC 087	RECEIPTS	RECEIPTS/DEPOSIT INFORMATION	JAN 2018 - DEC 2018	2021
	1	O100	MULTIPLE	MULTIPLE	MRC CASH COUNT SHEETS, RECEIPTS, DEPOSIT SLIPS, & DEPOSIT LOGS	JAN 2014 - APRUL 2014	2021
	1	O106	MULTIPLE	MULTIPLE	CASH COUNT, ATTENDANCE RECORDS, RECEIPTS, DEPOSIT SLIPS, SAFE ENTRY LOGS, DEPOSIT LOGS	04/21/2015 - 10/22/2015	2021
	1	O102	CLC 087	RECEIPTS	RECEIPTS/DEPOSIT INFORMATION	JAN 2017 - DEC 2017	2021
	1	O103	CLC 087	RECEIPTS	RECEIPTS/DEPOSIT INFORMATION	NOV 2015 - DEC 2016	2021
	1	RC BACK ROOM	CLC 106	BACKGROUND INVESTIGATION RECORD	MRC VOLUNTEER APPS/BACKGROUND CHECKS	2016 - 2018	2021
	1	O099	MULTIPLE	MULTIPLE	MRC CASH COUNT SHEETS, RECEIPTS,DEPOSIT SLIPS, & DEPOSIT LOGS	MAY 1, 2014 - OCT 18, 2014	2021
POLICE - ADMINISTRATION							
	1	J147	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP012017 & LCPP022017 AND ATTENDANCE LOGS	12/25/16-01/21/17	2021
	13	J168	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP252017 & LCPP262017	11/26/17-12/23/17	2021

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	12	J167	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP232017 & LCPP242017	10/29/17-11/25/17	2021
	11	J166	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP212017 & LCPP222017	10/01/17-10/28/17	2021
	10	J165	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP192017 & LCPP202017	09/03/17-09/30/17	2021
	9	J164	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP172017 & LCPP182017	08/16/17-09/02/17	2021
	8	J163	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP152017 & LCPP162017	07/19/17-08/05/17	2021
	7	J162	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP132017 & LCPP142017	06/11/17-07/08/17	2021
	6	J161	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP112017 & LCPP122017	05/14/17-06/10/17	2021
	5	J160	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP092017 & LCPP102017	04/16/17-05/13/17	2021
	4	J159	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP072017 & LCPP082017	03/19/17-04/01/17	2021
	2	J157	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP032017 & LCPP042017	01/22/17-02/18/17	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
POLICE - CODE ENFORCEMENT/ANIMAL	3	J158	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMPLOYEE, ADMINISTRATIVE PAYROLL BOOK SHEETS - LCP052017 & LCPP062017	02/19/17-03/18/17	2021
	1	P010F	CLC 061	DEPOSIT SLIPS	FOLDERS; BANK DEPOSITS FY 2014	FY 2014	2021 (JULY)
	3	R 066	CLC 055	TIME SHEETS/TIMECARDS	ACO FY 17/18 TIMESHEETS	6/25/17 - 6/23/18	2021 (JULY)
	1	RC BACK RM	C055	TIMESHEETS/TIMECARDS	TIMESHEETS	JAN - DEC 2017	2021
POLICE - RECORDS							
	1	J 152	CLC 021	CUSTODIAN OF RECORD FILE	REQUEST FOR SERVICE FORMS, JANUARY - DECEMBER 2019	2019	2021
	3	J 140	CLC 021	CUSTODIAN OF RECORD FILE	REQUEST FOR SERVICE FORMS, JANUARY - DECEMBER 2019	2019	2021
	2	J 151	CLC 021	CUSTODIAN OF RECORD FILE	REQUEST FOR SERVICE FORMS, JANUARY - DECEMBER 2019	2019	2021
	4	J 139	CLC 021	CUSTODIAN OF RECORD FILE	REQUEST FOR SERVICE FORMS, JANUARY - DECEMBER 2019	2019	2021
POLICE - TRAFFIC							
	1	C062	CLC 169	UNIFORM TRAFFIC CITATIONS	JUNE 2018 UNIFORM TRAFFIC CITATIONS	JUNE 2018	2021
	1	I060	CLC 169	UNIFORM TRAFFIC CITATIONS	FEB 2018 UNIFORM TRAFFIC CITATIONS	FEBRUARY 2018	2021
	1	R177	CLC 169	UNIFORM TRAFFIC CITATIONS	MARCH 2018 UNIFORM TRAFFIC CITATIONS	MARCH 2018	2021
	1	R179	CLC 169	UNIFORM TRAFFIC CITATIONS	APRIL 2018 UNIFORM TRAFFIC CITATIONS	APRIL 2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	I128	CLC 169	UNIFORM TRAFFIC CITATIONS	JAN 2018 UNIFORM TRAFFIC CITATIONS	JAN 2018	2021
	1	R180	CLC 061	DEPOSIT SLIPS	DEPOSIT SLIPS, JAN - DEC 2017	2017	2021
	2	R178	CLC 169	UNIFORM TRAFFIC CITATIONS	MARCH 2018 UNIFORM TRAFFIC CITATIONS CONT.	MARCH 2018	2021
	1	J145	CLC 169	UNIFORM TRAFFIC CITATIONS	MAY 2018 UNIFORM TRAFFIC CITATIONS	MAY 2018	2021
	1	C165	CLC 169	UNIFORM TRAFFIC CITATIONS	DECEMBER 2018 UNIFORM TRAFFIC CITATIONS	DECEMBER 2018	2021
	1	C166	CLC 169	UNIFORM TRAFFIC CITATIONS	NOVEMBER 2018 UNIFORM TRAFFIC CITATIONS	NOVEMBER 2018	2021
	1	C163	CLC 169	UNIFORM TRAFFIC CITATIONS	OCTOBER 2018 UNIFORM TRAFFIC CITATIONS	OCTOBER 2018	2021
	2	C164	CLC 169	UNIFORM TRAFFIC CITATIONS	SEPTEMBER 2018 UNIFORM TRAFFIC CITATIONS CONT.	SEPTEMBER 2018	2021
	1	C161	CLC 169	UNIFORM TRAFFIC CITATIONS	SEPTEMBER 2018 UNIFORM TRAFFIC CITATIONS	SEPTEMBER 2018	2021
PUBLIC WORKS - ADMIN							
	1	I107	CLC 049	CAPITAL PROJECT FILES	PROJ (P REQ.) RGNA STANDARD PROC 2005; RD STRUCT PRICING 09-10-315; SONOMA RANCH BLVD N FORK ARROYO CROSSING 06-07-250	2005-2011	2021
	1	I105	CLC 049	CAPITAL PROJECT FILES	PROJ (P REQ.) 2010-2011 BUILDING PERMITS; 2010-2011 PERMIT LOGS	2010-2011	2021
	1	I106	CLC 049	CAPITAL PROJECT FILES	PROJ (P REQ.) 2010-2011 UTILITY PERMITS	2010-2011	2021
PUBLIC WORKS - BUILDING OPERATIONS & SRVS							
	1	C 169	CLC 055	TIME SHEETS/TIMECARDS	2017 TIMESHEETS, CY 17, FY 17-18	2017	2021 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
PUBLIC WORKS - STREET & TRAFFIC OPERATIONS							
	1	C122	CLC 118	PERSONNEL FOLDERS	DEPT PERSONNEL FOLDERS; RETIRED/TERMINATED AS OF 2018	AS OF 2018	2021
PUBLIC WORKS - STREETS & TRAFFIC ADMIN							
	1	J148	CLC 118	PERSONNEL FOLDERS	TERMINATED, RETIRED, AND/OR TRANSFERRED EMPLOYEES PERSONNEL FILE AS OF 2018	AS OF 2018	2021
QUALITY OF LIFE - BRANIGAN LIBRARY							
	2	R 084	CLC 085	PAYMENT INVOICE FILES	PURCHASE ORDERS, RFC, PAYMENTS, INVOICES, D-CARD/P-CARD RECEIPTS, & SUPPORTING DOCUMENTATION	JULY 2014 - JUNE 2015	2021 (JULY)
	1	R080	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS WITH SUPPORTING DOCUMENTS FY17 & FY18	07/2016 - 06/2018	2021
QUALITY OF LIFE - MUSEUM ADMINISTRATION							
	1	O116	CLC 209,011,061	FACILITY USE AGREEMENT, TELEPHONE LOGS, DEPOSIT SLIPS	FACILITY USE AGREEMENTS 2012-2013, TELEPHONE LOGS 6/6/08 - 4/8/09, DEPOSIT SLIPS 7/3/07 - 6/24/15	7/03/07 - 6/24/15	2021
	1	O118	CLC-055	TIMESHEETS/TIMECARDS	TIME SHEETS, RE-CAP REPORTS, CRYSTAL REPORTS	JAN 2006 - JULY 2014	2021
	1	C072	CLC 061	DEPOSIT SLIPS	DEPOSIT SLIPS 2017 & 2018	FY17 - FY18	2021
	1	O115	CLC-073	PAYMENT FILES	PO RECEIVING 8.7.12 - 12.18.13/REQUEST FOR PAYMENT 2007 - 2013	2007 - 2013	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	O120	CLC-001	NON-RECORD MATERIALS	NON RECORD MATERIALS - D CARD RECEIPTS, REFERENCE ONLY - COPIES	2012 - 2019	2021
	1	O119	CLC-001	NON-RECORDS MATERIALS	NON-RECORD MATERIALS - FY 19/20, PURCHASE ORDER AND RECEIVING FILES USED AS REFERENCE - COPIES	JULY 2019 - JUNE 2020	2021
	1	I014	CLC 079	CONTRACT & AGREEMENT FILES & LOGS	CONTRACT AGREEMENT FILES	2014 - 2015	2021
QUALITY OF LIFE - SENIOR PROGRAMS							
	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR NUTRITION EOM REPORTS NOV 2013-JAN 2014	2014	2021 (JULY)
	1	D168	CLC 084	REVENUE CONTRACTS AND GRANTS	VOLUNTEER FILES JUNE 2012 - MARCH 2014	JUN 2012 - MAR 2014	2021 (JULY)
	1	A162	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR PROGRAMS CC STATEMENETS,PAY VOUCHER, VEHICLE MAINT, REC SIGN IN 2012-13	FY14	2021 (JULY)
	1	A159	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR PROGRAMS RFP 8/09 - 2/14; PCARD STMTS APR-NOV 2011; FLEET 2008-2013	FY14	2021 (JULY)
	1	A158	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR PROGRAMS CASH COUNT SHEETS JUL 2013 TO JUN 2014	FY14	2021 (JULY)
	3	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR NUTRITION EOM REPORTS MAY-JUN 2014	2014	2021 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR NUTRITION EOM REPORTS FEB-APR 2014	2014	2021 (JULY)
	1	I099	CLC 084	REVENUE CONTRACTS AND GRANTS	NON-METRO AAA SAMS CONSUMER ASSESSMENT FORMS; CONSUMER CHANGE REQUEST FORM VER 1.0 (DEACTIVATION) ELIGIBLE VISITOR INTAKE FORM/NOTES DAILY TRANSMITTAL SHEET	2013-2014	2021 (JULY)
	1	D167A	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR NUTRITION PROG. TIME SHEETS JUL 2013-JUN 2014	2014	2021 (JULY)
	1	D007	CLC 084	REVENUE CONTRACTS AND GRANTS	PETTY CASH LOGS AUG-DEC 2012	2012	2021
	1	D007	CLC 084	REVENUE CONTRACTS AND GRANTS	PETTY CASH LOGS	2013	2021
	1	D007	CLC 084	REVENUE CONTRACTS AND GRANTS	PETTY CASH LOGS	2014	2021
	1	C119	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	VOLUNTEER FAIR PLANNING AND DOCUMENTATION	2013 - 2018	2021
	2	C120	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	INACTIVE VOLUNTEER FILES, APPLICATIONS	2016 - 2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
QUALITY OF LIFE - TRANSIT	1	I088	CLC 084	REVENUE CONTRACTS AND GRANTS	NON-METRO AAA SAMS CONSUMER ASSESSMENT FORMS; CONSUMER CHANGE REQUEST FORM VER 1.0 ELIGIBLE VISITOR INTAKE FORM	2014	2021 (JULY)
	3	R078	CLC 225	TRANSIT OPERATION SUMMARY REPORTS	DAILY ACCOUNTABLE CASH COUNT. BUS FARE REPORTS.	01/2018 - 06/2018	2021
	6	R077	CLC 225	TRANSIT OPERATION SUMMARY REPORTS	DAILY ACCOUNTABLE CASH COUNT. BUS FARE REPORTS.	01/2017 - 09/2017	2021
	2	R074	CLC 222	BUS ROUTE PLANNING FILE	DAR MANIFESTS - DAILY BUS ASSIGNMENTS 06/2018	03/2018 - 06/2018	2021
	3	R085	CLC 222	BUS ROUTE PLANNING FILE	DAR MANIFESTS - DAILY BUS ASSIGNMENTS 06/2018	06/2018 - 12/2018	2021
	1	R073	CLC 222	BUS ROUTE PLANNING FILE	DAR MANIFESTS - DAILY BUS ASSIGNMENTS 06/2018	01/2018 - 03/2018	2021
	4	R086	CLC 222	BUS ROUTE PLANNING FILE	DAR MANIFESTS - DAILY BUS ASSIGNMENTS 06/2018	10/2018 - 12/2018	2021
	3	R076	CLC 055	TIME SHEETS/TIMECARDS	TRANSIT TIME SHEETS OF DIAL A RIDE AND FULL TIME	07/2017 - 12/2017	2021
	1	C084	CLC 225	TRANSIT OPERATION SUMMARY REPORTS	DAILY ACCOUNTABLE CASH COUNT. BUS FARE REPORTS. REDUCED FARE APPLICATIONS 10/2017 - 12/2017; FARE REVENUE 2017; SOLD BUS PASSES 2017	2017	2021
	1	C068	CLC 222	BUS ROUTE PLANNING FILE	DAILY FARE COLLECTION SHEETS	FY18	2021
UTILITIES - ADMIN SERVICES	2	R075	CLC 055	TIME SHEETS/TIMECARDS	TRANSIT TIME SHEETS OF DIAL A RIDE AND FULL TIME	01/2018 - 06/2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	R064	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS/TIME CARDS LC1717 - LC2617	JAN - DEC 2017	2021
	1	R061 & R062	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS/TIME CARDS LC0117 - LC1617	JAN - DEC 2017	2021
UTILITIES - BILLING	1	C083	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS) FY2015	FY15	2021
	2	D107	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2012 WORK ORDERS	JULY 1, 2012 TO OCT 31, 2012	2021
		MUNIS	CLC 240	UTILITY BILLING RECORDS	PAYMENT RECEIPTS, WRITE-OFF RECEIPTS, REFUNDS RECEIPTS, REVERSAL RECEIPTS, TRANSFER RECEIPTS, ETC.	BILL YEAR 2014 - 2015	2021
		MUNIS	CLC 240	UTILITY BILLING RECORDS	DEPOSIT RECEIPTS AND DEPOSIT RECORDS	FY 2014 - FY 2015	2021
		MUNIS	CLC 240	UTILITY BILLING RECORDS	SPECIAL CONDITIONS	FY 2014 - FY 2015	2021
		MUNIS	CLC 240	UTILITY BILLING RECORDS	BILLING STATEMENTS EXCEPT UTILITY ASSESSMENT BILLS	BILL YEAR 2014 - 2015	2021
UTILITIES - CUSTOMER SERVICE							
	1	R 002	CLC 240	UTILITY BILLING RECORDS	ASSORTED ACCOUNT RECORDS: UTILITY DEPOSIT CARDS	1980 - 2009	2021
	1	J 150	CLC 236	UTILITY CUSTOMER SERVICE RECORDS 1 & 2	1) REQUESTS FOR SERVICE; 2) REQUESTS TO CANCEL SERVICE	01/01/2014 - 12/31/2014	2021
	12	Z223	CLC 236	UTILITIES CUSTOMER SERVICE RECORDS	UTILITY CUSTOMER CORRESPONDENCE (FY 2010-2011) CHECK	JAN - DEC 2015	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	R 001	CLC 160; 007	VISITOR CONTROL FILE; ADMIN REF & CORR FILES (NON-EXEC LEVELS)	FY 19 - 20 SIGN-IN SHEETS & CORRESPONDENCE	JAN 2019 - DEC 2019	2021 (JULY)
	2	R 003	CLC 240	UTILITY BILLING RECORDS	ASSORTED ACCOUNT RECORDS: UTILITY DEPOSIT CARDS	1980 - 2009	2021
	4	R 005	CLC 240	UTILITY BILLING RECORDS	ASSORTED ACCOUNT RECORDS: UTILITY DEPOSIT CARDS	1980 - 2009	2021
	3	R 004	CLC 240	UTILITY BILLING RECORDS	ASSORTED ACCOUNT RECORDS: UTILITY DEPOSIT CARDS	1980 - 2009	2021
	5	R 006	CLC 240	UTILITY BILLING RECORDS	ASSORTED ACCOUNT RECORDS: UTILITY DEPOSIT CARDS	1980 - 2009	2021
UTILITIES - DISPATCH							
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 MARCH & APRIL -GAS HARD COPIES	MAR-APR 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2015 JANUARY-MAY GAS HARD COPIES	JAN-MAY 2015	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2015 JUNE-SEPTEMBER -GAS HARD COPIES	JUNE-SEPT 2015	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2015 OCTOBER-DECEMBER- GAS HARD COPIES	OCT-DEC 2015	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2016 JANUARY-MARCH GAS HARD COPIES	JAN-MAR 2016	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 JULY -DECEMBER GAS RETURNS	JULY-DEC 2013	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 JANUARY & FEBRUARY - GAS HARD COPIES	JAN-FEB 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 NOVEMBER & DECEMBER -GAS HARD COPIES	NOV-DEC 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 MAY & JUNE -GAS RETURNS	MAY-JUNE 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 JANUARY & FEBRUARY- GAS RETURNS	JAN-FEB 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 MARCH & APRIL - GAS RETUNS	MAR-APR	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 SEPTEMBER & OCTOBER - GAS HARD COPIES	SEPT-OCT 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-161	RADIO LOGS	2014 RADIO LOGS	JAN-DEC 2014	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-161	RADIO LOGS	2013 RADIO LOGS	JAN-DEC 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2015 JANUARY-DECEMBER-GAS RETURNS	JAN -DEC 2015	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2016 APRIL- JUNE GAS HARD COPIES	APR-JUNE 2016	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2016 JULY-SEPTEMBER GAS HARD COPIES	JULY-SEPT 2016	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2016 OCTOBER -DECEMBER GAS HARD COPIES	OCT-DEC 2016	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-011	TELEPHONE LOGS	2013 TELEPHONE LOGS	JAN-DEC 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-011	TELEPHONE LOGS	2014 TELEPHONE LOGS	JAN-DEC 2014	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 MAY & JUNE-GAS RETURNS	MAY-JUNE 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 MAY AND JUNE- GAS HARD COPIES	MAY-JUNE 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 NOVEMBER & DECEMBER -GAS RETURNS	NOV-DEC 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 SEPTEMBER & OCTOBER- GAS RETURNS	SEPT-OCT 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 JANUARY & FEBRUARY- GAS RETURNS	JAN-FEB 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2014 JANUARY-DECEMBER GAS RETURNS	JAN-DEC 2014	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 JULY & AUGUST - GAS HARD COPIES	JULY-AUG 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 JULY & AUGUST- GAS HARD COPIES	JULY-AUG 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 MAY & JUNE - GAS HARD COPIES	MAY-JUNE 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 SEPTEMBER-DECEMBER GAS HARD COPIES	SEPT-DEC 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 MARCH & APRIL - GAS RETURNS	MAR-APR 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2014 JANUARY- APRIL GAS HARD COPIES	JAN-APR 2014	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 MARCH & APRIL - GAS HARD COPIES	MAR-APR 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2013 WIDE AREA WORK PLANS	JAN-DEC 2013	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 JULY & AUGUST-GAS RETURNS	JULY-AUG 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2014 MAY-AUGUST-GAS HARD COPIES	MAY-AUG 2014	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2012 JAN & FEB-GAS HARD COPIES	JAN- FEB 2012	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2015 WIDE AREA WORK PLANS	JAN-DEC 2015	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2014 WIDE AREA WORK PLANS	JAN-DEC 2014	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2016 WIDE AREA WORK PLANS	JAN-DEC 2016	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2014 SEPTEMBER -DECEMBER GAS HARD COPIES	SEPT-DEC 2014	2021
UTILITIES - GAS							
	10	R 070	CLC 055	TIME SHEETS/TIMECARDS	2017 TIMESHEETS; PP11-PP18 (05/14/17-09/02/17), TIMECARDS, LEAVE REQUESTS	MAY 2017 - SEP 2017	2021 (JULY)
	1	ABSOLUTE STORAGE #175	CLC 140	SUPPLIES AND EQUIPMENT FILE	2017 WAREHOUSE SUPPLY ISSUE FORMS - COPIES	JAN - DEC 2017	2021
	1	ABSOLUTE STORAGE #175	CLC 055	TIME SHEETS/TIMECARDS	2017 TIME SHEETS: PP11 - PP18; 05/14/17 - 09/02/17	MAY - SEPT 2017	2021
	11	R 069	CLC 055	TIME SHEETS/TIMECARDS	2017 TIMESHEETS; PP19-PP26; TIMECARDS, LEAVE REQUESTS; R MADRID PP1-PP19	SEP 2017 - DEC 2017	2021 (JULY)
	1	ABSOLUTE STORAGE #175	CLC 055	TIME SHEETS/TIMECARDS	2018 TIME SHEETS; JANUARY - MARCH; PP1 - PP6	JAN - MARCH 2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	ABSOLUTE STORAGE #175	CLC 070	TRIP TICKET FILE	FY18 TRAVEL	JULY 2017 - JUNE 2018	2021
	1	ABSOLUTE STORAGE #175	CLC 085	PAYMENT INVOICE FILES	FY18 REQUEST FOR CHECK	JULY 2017 - JUNE 2018	2021
	1	ABSOLUTE STORAGE #175	CLC 085	PAYMENT INVOICE FILES	FY18 INVOICES N-Z	JULY 2017 - JUNE 2018	2021
	1	ABSOLUTE STORAGE #175	CLC 085	PAYMENT INVOICE FILES	FY18 INVOICES A-M	JULY 2017 - JUNE 2018	2021
	12	R 068	CLC 055	TIME SHEETS/TIMECARDS	2018 TIMESHEETS; PP1-PP6; TIMECARDS, LEAVE REQUESTS	JAN 2018 - MAR 2018	2021 (JULY)
	1	ABSOLUTE STORAGE #175	CLC 143	VEHICLE FILES	2017 DAILY MILEAGE LOG	2017	2021
	1	ABSOLUTE STORAGE #175	CLC 085	PAYMENT INVOICE FILES	FY17 REQUEST FOR PAYMENT	JULY 2016 - JUNE 2017	2021
	1	ABSOLUTE STORAGE #175	CLC 055	TIME SHEETS/TIMECARDS	2017 TIME SHEETS; PP19 - PP26, SEPT. - DEC.	SEPT 2017 - DEC 2017	2021
	13	R 067	CLC 055	TIME SHEETS/TIMECARDS	2018 TIMESHEETS; PP7-PP13; TIMECARDS, LEAVE REQUESTS	MAR 2018 - JUN 2018	2021 (JULY)
	2	J 128	CLC 073	PAYMENT FILES	INVOICES, REQUEST FOR CHECKS/PAYMENT FY18, N - Z	JULY 2017 - JUNE 2018	2021 (JULY)
	1	J 127	CLC 073	PAYMENT FILES	INVOICES, REQUEST FOR CHECKS/PAYMENT FY18, A - M	JULY 2017 - JUNE 2018	2021 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
UTILITIES - NEW CONNECTIONS	1	UT BAY AREA #2 (UPSTAIRS)	CLC 238 & 239	LINE LOCATION FILES; LOCATE LOGS	NM ONE CALL LINE LOCATE REQUESTS & DOCUMENTATION HARD COPIES. JAN-MAR 2016 NMAC (5 YR RET) PIPELINE SAFETY EXC. DAMAGE PREV. APR-JUN 2016	APR-JUN 2016	2021
	1	UT BAY AREA #2 (UPSTAIRS)	CLC 238 & 239	LINE LOCATION FILES; LOCATE LOGS	NM ONE CALL LINE LOCATE REQUESTS & DOCUMENTATION HARD COPIES. JAN-MAR 2016 NMAC (5 YR RET) PIPELINE SAFETY EXC. DAMAGE PREV. JAN-MAR 2016	JAN-MAR 2016	2021
	1	ABSOLUTE STORAGE #175	CLC 246	UTILITY MAINTENANCE RECORDS	2015 - 2016 SOIL DENSITY TESTS	JAN 2015 - DEC 2016	2021
	1	ABSOLUTE STORAGE UNIT 172	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	2017 COMPLETED COMMERCIAL PROJECTS	JAN 2017 - DEC 2017	2021
	1	UNIT 172 ABSOLUTE STORAGE	CLC 246	UTILITY MAINTENANCE RECORDS	2015 GAS METER INSPECTION RELEASE	JAN - DEC 2015	2021 (JULY)
	1	ABSOLUTE STORAGE UNIT 172	CLC 062	REVENUE STATUS REPORT, MONTHLY	FISCAL YEAR 2018 MONTHLY REPORT	JULY 2017 - JUNE 2018	2021
	1	UNIT 172 ABSOLUTE STORAGE	CLC 246	UTILITY MAINTENANCE RECORDS	2015 STATE INSPECTIONS	JAN - DEC 2015	2021 (JULY)
UTILITIES - RES TS	1	ABSOLUTE STORAGE UNIT 172	CLC 007	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (NON-EXEC LEVEL)	FY19 - UTILITY SERVICE APPLICATION - COPIES	JULY 2018 - JUNE 2019	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
UTILITIES - SOLID WASTE	1	UTILITIES RM 213 BOX #1214A	CLC 070	TRIP TICKET FILE	1214A FY 15 TRAVEL ORDERS	07/01/2014 - 06/30/2015	2021 (JULY)
	2	SOLID WASTE BUILDING LOCKED MEZZANINE	CLC-001	NON-RECORD MATERIALS	COPIES: SCSWA WEIGHT TICKETS-SW PAID, SW CREDIT CARD RECEIPTS, EL PASO ELECTRIC BILL-REQUEST FOR PAYMENT PURCHASE ORDERS, AND INVOICE PAYMENTS FOR PURCHASE ORDERS-A THROUGH Z FOR YEAR 2020 CNTD	7/01/19-6/30/20	2021
	1	SOLID WASTE BUILDING LOCKED MEZZANINE	CLC-001	NON-RECORD MATERIALS	COPIES: SCSWA WEIGHT TICKETS-SW PAID, SW CREDIT CARD RECEIPTS, EL PASO ELECTRIC BILL-REQUEST FOR PAYMENT, PURCHASE ORDERS, AND INVOICE PAYMENTS FOR PURCHASE ORDERS-A THROUGH Z FOR YEAR 2020	7/01/19-6/30/20	2021
	1	MECHANICA L SHOP #201	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2018 COMMERCIAL WORK ORDERS - ROLL OFF & COMPACTORS	JAN - JUN 2018	2021
	2	MECHANICA L SHOP #201	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2018 COMMERCIAL WORK ORDERS - ROLL OFF & COMPACTORS	JUL - DEC 2018	2021
	1	SOLID WASTE BUILDING LOCKED MEZZANINE	CLC-001	NON-RECORD MATERIALS	COPIES: SW PAID, SW CREDIT CARD RECEIPTS, EL PASO ELECTRIC BILL- REQUEST FOR PAYMENT, PURCHASE ORDERS, AND INVOICE PAYMENTS FOR PURCHASE ORDERS-A THROUGH Z FOR FY2021	07/1/20- 06/30/21	2021
	4	MECHANICA L SHOP #201	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	2017 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE (A-Z) CONT.	JAN 2017 - DEC 2017	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	10	MECHANICAL SHOP #201	CLC 144	VEHICLE MAINTENANCE FILES	SOLID WASTE COMMERCIAL ROLL OFFS - DVIR'S WORK ORDERS	JAN 2017 - DEC 2017	2021
	1	SW FLEET SHOP #201	CLC 236	UTILITIES CUSTOMER SERVICE RECORDS	2018 SOLID WASTE COMMERCIAL WORK ORDERS	JAN - DEC 2018	2021
	1	MECHANICAL SHOP #201	1.19.8.555	PUBLIC UTILITY SERVICE FILE	CC REPORTS, PURCHASE ORDERS, WAREHOUSE FORMS, MONTHLY REPORTS, UNIFORM INFO., GRAPPLER INFO	JULY 2017 - JUNE 2018	2021
	2	MECHANICAL SHOP #201	1.19.8.555	PUBLIC UTILITY SERVICE FILE	CC REPORTS, PURCHASE ORDERS, WAREHOUSE FORMS, MONTHLY REPORTS, UNIFORM INFO., GRAPPLER INFO CONT.	JULY 2017 - JUNE 2018	2021
	1	MECHANICAL SHOP #201	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	2017 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE (A-Z)	JAN 2017 - DEC 2017	2021
	2	MECHANICAL SHOP #201	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	2017 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE (A-Z) CONT.	JAN 2017 - DEC 2017	2021
	3	MECHANICAL SHOP #201	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	2017 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE (A-Z) CONT.	JAN 2017 - DEC 2017	2021
	1	MECHANICAL SHOP #201	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	COMMERCIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE	JAN 2017 - DEC 2017	2021
	1	MECHANICAL SHOP #201	CLC 055	TIME SHEETS/TIMECARDS	2016-2017 INACTIVE EMPLOYEES TIME CARDS & TIME SHEETS (A THRU Z)	JAN 2016 - DEC 2017	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	SOLID WASTE BUILDING LOCKED MEZZANINE	CLC-001	NON-RECORD MATERIALS	COPIES: SW PAID, SW CREDIT CARD RECEIPTS, EL PASO ELECTRIC BILL- REQUEST FOR PAYMENT, PURCHASE ORDERS, AND INVOICE PAYMENTS FOR PURCHASE ORDERS-A THROUGH Z FOR FY2021 CNTD	07/1/20-06/30/21	2021
	11	MECHANICAL SHOP #201	CLC 144	VEHICLE MAINTENANCE FILES	SOLID WASTE RESIDENTIAL DVIR'S WORK ORDERS	JAN 2017 - DEC 2017	2021
	12	MECHANICAL SHOP #201	1.19.8.555	PUBLIC UTILITY SERVICE FILE	WAREHOUSE ISSUE FORMS (COPIES), MILEAGE LOG	JAN 2015 - DEC 2017	2021
	1	MECHANICAL SHOP #201	CLC 144	VEHICLE MAINTENANCE FILES	SOLID WASTE RESIDENTIAL DVIR'S WORK ORDERS	JAN 2018 - JUNE 2018	2021
	1	MECHANICAL SHOP #201	CLC 055	TIME SHEETS/TIMECARDS	2017 TIME CARDS AND TIME SHEETS - A THRU H	JAN 2017 - DEC 2017	2021
	2	MECHANICAL SHOP #201	CLC 055	TIME SHEETS/TIMECARDS	2017 TIME CARDS AND TIME SHEETS - I THRU Z	JAN 2017 - DEC 2017	2021
	1	MECHANICAL SHOP #201	CLC 007	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (NON-EXEC LEVELS)	CORRESPONDENCE, REPORTS, AND MISC MEMORANDUMS FY2020	JULY 2019 THRU JUNE 2020	2021 (JULY)
	5	MECHANICAL SHOP #201	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	2017 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE (A-Z) CONT.	JAN 2017 - DEC 2017	2021
UTILITIES - WASTEWATER							
	10	C108	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS & TIME CARDS	JAN 2018 - MAY 2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	C087	CLC 055	TIME SHEETS/TIMECARDS	CRYSTAL REPORTS/TIME SHEETS/TIME CARDS	01/2017 - 07/2017	2021
	1	O077	MULTIPLE	MULTIPLE	WORK ORDERS (CHANGEOUTS) 2017	02/2017-05/2017	2021
	1	Z SHELF	CLC 244,233,2 41	WW TREATMENT FACILITY MAINT RCRDS/WW FLOW CHART RPRT/SLUDGE DISPOS	ODOR CONTROL START UP FILE 1987-1944, NMSU WEST OCU PUMP LOG 2015, JHWWTF EQ BASIN HMI LOG 2009, QRTLY GATE EX PROG 1995,1996,1993, FIRST PART DAY (FALL) 1997, SECOND PART DAY (FALL) 1997, TRUCKERS (FALL) 1997	1987 - 2009	2021
	1	F127	CLC 080 & 076	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS; INVOICES (VENDOR)	DEPT COPIES VENDER PO'S AND INVOICES FOR 2014-2015 A-I	FY16	2021
	2	C088	CLC 055	TIME SHEETS/TIMECARDS	CRYSTAL REPORTS/TIME SHEETS/TIME CARDS/LEAVE/OT	08/20/17 - 12/2017	2021
	1	C089	1.19.8.503 /504/505/ 1.15.3.121 /1.19.8.40 2	MULTIPLE	JHWWTF-WKLY EQUIP ROTATION LOG, DAILY SWING NIGHT GAZETTE, FIRE EXT INSP, EAST MESA EYE WASH/SHOWER SCHDL, EAST/WEST AERATION BASIN D.O. LOG, JHWWTF CHLORINE & SO2 DATA, BELT PRESS DAILY OP/RUNS, SULFIDE TEST LOG, ODOR CNTRL MONTHLY RPT	NOV 2012 - DEC 2016	2021
	1	C090	1.19.8.503 & 1.19.8.505	WASTEWATER TREATMENT FACILITY MAINT. FILES & SLUDGE DISPOSAL FILES	JHWWTF - WASTING 01/2016-06/2016, DAILY OPS 07/2016-12/2016, WEST MESA DAILY OPS 01/2016-06/2016	JAN 2016 - DEC 2016	2021
	1	C091	CLC 076	INVOICES (VENDOR)	JHWWTF - VENDORS A-I	2016 - 2017	2021
	1	C092	CLC 076	INVOICES (VENDOR)	JHWWTF - VENDORS J-Z	2016 - 2017	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
UTILITIES - WATER RESOURCES	1	C093	CLC 244	WASTEWATER TREATMENT FACILITY MAINTENANCE RECORDS	WORK ORDERS	2017	2021
	1	C094	CLC 244	WASTEWATER TREATMENT FACILITY MAINTENANCE RECORDS	DAILY OPS JAN 2017 - JULY 2017	JAN 2017- JULY 2017	2021
	1	C095	CLC 244	WASTEWATER TREATMENT FACILITY MAINTENANCE RECORDS	JHWWTF - DAILY OPS 08/2017 - 12/2017, WEST MESA DAILY OPERATIONS LOG 01/2017-06/2017 AND 07/2017-12/2017	JAN 2017 - DEC 2017	2021
	1	C096	CLC 233	WASTEWATER FLOW CHART REPORT	ODOR CONTROL	2018	2021
	1	F128	CLC 080 & 076	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS; INVOICES (VENDOR)	DEPT COPIES VENDER PO'S AND INVOICES FOR 2014-2015 J-Z	FY16	2021
	15	O090	MULTIPLE	MULTIPLE	WORK ORDERS 2015	01/2015 - 12/2015	2021
	4	C133	CLC 248	WATER STORAGE & SUPPLY MAINTENANCE FILES	WELL/BOOSTER/TANK SITE MAINTENANCE FORM	NOV 2015 - MAY 2016	2021
	24	D083	CLC 236;CLC 140	UTILITY CUSTOMER SERVICE RECORDS; SUPPLIES AND EQUIPMENT FILES	WORK ORDER SUMMARY; WAREHOUSE SUPPLY FORMS	JAN 2015 TO DEC 2015	2021
	3	O079	MULTIPLE	MULTIPLE	WORK ORDERS 2018	01/2018 - 12/2018	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	4	O080	MULTIPLE	MULTIPLE	WORK ORDERS DATED 01/01/2005-12/31/2010; WORK ORDERS DATED 06/01/2016-12/31/2016	01/01/2005-12/31/16	2021
	5	O081	MULTIPLE	MULTIPLE	WORK ORDERS 2017	4/2017-12/2017	2021
	6	O082	MULTIPLE	MULTIPLE	WORK ORDERS 2016	01/01/2016 - 06/30/2016	2021
	7	O085	MULTIPLE	MULTIPLE	INVOICES AND PURCHASE ORDERS	07/01/2016-06/30/2017	2021
	8	O086	MULTIPLE	MULTIPLE	WORK ORDER (CHANGEOUTS)	01/2018 - 06/2018	2021
	9	O078	MULTIPLE	MULTIPLE	WORK ORDERS 2017	01/2017 - 06/2017	2021
	11	O087	MULTIPLE	MULTIPLE	WORK ORDERS METER CHANGEOUT AND TESTS	04/2017-12/2017	2021
	2	C123	CLC 248	WATER STORAGE & SUPPLY MAINTENANCE FILES	WELL/BOOSTER/TANK SITE MAINTENANCE FORM	OCT 2014 - APRIL 2015	2021
	13	O089	MULTIPLE	MULTIPLE	WAREHOUSE SUPPLY FORMS	01/01/2015-12/31/2015	2021
	1	C124	CLC 248	WATER STORAGE & SUPPLY MAINTENANCE FILES	WELL/BOOSTER/TANK SITE MAINTENANCE FORM	JAN - SEPT 2014	2021
	16	O092	MULTIPLE	MULTIPLE	WORK ORDERS 2015	01/2015-12/2015	2021
	1	O042	CLC 001	NON-RECORD MATERIALS	INVOICES AND PAYMENT FILES FY18 & FY 20	JULY 1, 2018 - JUNE 30, 2021	2021
	2	O041	CLC 001	NON-RECORD MATERIALS	INVOICES AND PAYMENTS FILES FY18 & FY 20 CONT...	JULY 1,2018 - JUNE 30,2021	2021
	3	O040	CLC 001	NON-RECORD MATERIALS	INVOICES AND PAYMENT FILES FY18 & FY20 CONT...	JULY 1,2018 - JUNE 30, 2021	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	R023	CLC 055	TIME SHEETS/TIMECARDS	TIME CARDS & TIME SHEETS LC15-22	07/01/2016 - 11/30/2016	2021
	1	R021	CLC 055	TIME SHEETS/TIMECARDS	TIME CARDS & TIME SHEETS LC01-14 & 23-26	01/01/2016 - 12/31/2016	2021
	1	R024	CLC 055	TIME SHEETS/TIMECARDS	YEAR 2017; TIME CARDS & TIME SHEETS; LC04 - LC13	01/01/2017 - 06/31/2017	2021
	1	R023A	CLC 055	TIME SHEETS/TIMECARDS	YEAR 2017; TIME CARDS & TIME SHEETS; LC14 - LC26	07/01/2017 - 12/31/2017	2021
	1	R024A	CLC 055	TIMESHEETS/ TIME CARDS	YEAR 2018; TIME CARDS & TIME SHEETS; LC01 - LC13	01/01/2018 - 06/31/2018	2021
	1	O091	MULTIPLE	MULTIPLE	INVOICES & PURCHASE ORDERS FY18	07/01/2017 - 06/30/2018	2021
	2	O093	MULTIPLE	MULTIPLE	INVOICES & PURCHASE ORDERS FY21	07/01/2020 - 06/31/2021	2021
	11	O098	MULTIPLE	MULTIPLE	INVOICES & PURCHASE ORDERS	07/01/2019 - 06/30/2020	2021
	12	O088	MULTIPLE	MULTIPLE	WORK ORDER FIELD SHEETS	01/01/2009 - 12/13/2009	2021
	15	D090	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	INVOICES AND PURCHASE ORDERS FY17; WORK ORDERS 2017	JULY 1, 2016 TO JUNE 30, 2017	2021
	12	D093	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2018 PT 2	JAN 2018 TO DEC 2018	2021
	3	O094	MULTIPLE	MULTIPLE	INVOICES FY17, FY18, & FY 19	07/01/2016 - 06/30/2019	2021
	10	D095	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2012 - 2013	NOV 2012 TO APRIL 2013	2021
	9	D096	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2014 WORK ORDERS	JUNE 1, 2014 TO OCT 31, 2014	2021
	8	D097	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2016	JAN 2016 - JUNE 2016	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	13	D092	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2014 - 2015 WORK ORDERS	OCT 1, 2014 TO MARCH 31, 2015	2021
	7	D098	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2016	JUNE 2016 TO DEC 2016	2021
	6	D099	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2013 WORK ORDERS	MAY 1, 2013 TO DEC 31, 2013	2021
	5	D100	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2011 WORK ORDERS	JUNE 1, 2011 TO SEPT 30, 2011	2021
	4	D101	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2011 WORK ORDERS	OCT 1, 2011 TO DEC 31, 2011	2021
	3	D102	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2015 WORK ORDERS	MAY 1, 2015 TO SEPT 30, 2015	2021
	3	C134	CLC 248	WATER STORAGE & SUPPLY MAINTENANCE FILES	WELL/BOOSTER/TANK SITE MAINTENANCE FORM	MAY - OCT 2015	2021
	14	D091	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2012	JAN 1, 2012 TO MAR 31, 2012	2021
	11	D094	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDER 2018 PT 1	JAN 2018 TO DEC 2018	2021
	16	O029	MULTIPLE	MULTIPLE	INVOICES AND PURCHASE ORDERS FY16	JULY 1, 2015 TO JUNE 30, 2016	2021
	17	D089	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2012 WORK ORDERS	APRIL 1 2012 TO JUNE 30, 2012	2021
	18	D088	CLC 236; CLC 140	UTILITY CUSTOMER SERVICE RECORDS;SUPPLIES AND EQUIPMENT FILES	WORK ORDERS; WAREHOUSE SUPPLY FORMS	JAN 2013 TO MARCH 2015	2021

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	20	D087	CLC 140	SUPPLIES AND EQUIPMENT FILE	WAREHOUSE SUPPLY FORMS 2014	JAN 2014 TO DEC 2014	2021
	21	D086	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2011	APRIL 2011 TO JUNE 2011	2021
	25	D082	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2014	01/2014 - 10/2014	2021
	22	D085	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2015 - 2016	APRIL 1, 2015 - JAN 2016	2021
	23	D084	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	WORK ORDERS 2014 - 2015	NOV 1, 2014 - NOV 30, 2015	2021
	1	I110	CLC 246	UTILITY MAINTENANCE RECORDS	MISCELLANEOUS SUMMARY RPTS CODED: LORENZO BOX 2008-7/2015 MONTHLY RPTS; LOGS(WTR LEVEL, INVENTORY, SHOWER INSPEC; WTR QUALITY PROFILE AND GREASE & OIL) , WORKSHEETS, PROJ 11-12-215 PRE; JORNADA TANK REHAB (12-13-116); LIST ATTACHED TO INVENT.	2008-7/2015	2021
	1	I109	CLC 246	UTILITY MAINTENANCE RECORDS	WELL & MISC SUMMARY RPTS; WELLS 33, 40, 72, 73, 39, 43, VARIED AGREEMENTS 2005, DRAFTS, CORRESP; REPORTS; DRAFTS, REPORTS, WELLS 67 Lrg 430S42 SEE DETAILED PRINTOUT	1993-4/2016	2021
	1	C135	CLC 140	SUPPLIES AND EQUIPMENT FILE	WAREHOUSE SUPPLY ISSUE FORMS	DEC 2016 - MAY 2018	2021
	1	C136	CLC 140	SUPPLIES AND EQUIPMENT FILE	WAREHOUSE SUPPLY ISSUE FORMS	JULY 2015 - NOV 2016	2021
	1	D108	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2014 WORK ORDERS	JAN 1, 2014 TO MAY 31, 2014	2021

Records Destruction 2022

EXHIBIT "B"

Agenda Item #6.1.

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
ADMINISTRATION - ACM							
	1	LASERFICHE	CLC 026	GREIVANCE & COMPLAINT FILES	MISC PERSONNEL 2014	2014	2022
ADMINISTRATION - ACM/COO							
	1	LASERFICHE	CLC 070	TRIP TICKET FILE	FY 16; 7/1/2015 - 6/30/2016	FY16	2022 (JULY)
	1	LASERFICHE	CLC 076	INVOICES (VENDOR)	FY 16; 7/1/2015 - 6/30/2016	FY16	2022 (JULY)
	1	LASERFICHE	CLC 073	PAYMENT FILES	FY 16; 7/1/2015 - 6/30/2016	FY16	2022 (JULY)
	1	LASERFICHE	CLC 026	GRIEVANCE & COMPLAINT FILES	MISC PERSONNEL FY15 7/1/2014-6/30/2015	FY15	2022
CITY MANAGERS OFFICE - CM							
	1	N:DRIVE	CLC 001	NON-RECORD MATERIALS	OLD POWERPOINT PRESENTATIONS MADE AT CITY COUNCIL MEETINGS, PUBLIC MEETINGS, AND SOME BOARDS AND COMMITTEE MEETING	2012 - 2020	2022
CITY MANAGERS OFFICE - COMMUNICATIONS OFFICE							
	1	COMMUNICA TIONS OFFICE	CLC 027	MINUTES OF MEETINGS	VIDEO RECORDING OF PUBLIC MEETINGS IN CITY COUNCIL CHAMBERS	2011 - 2012	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
CITY MANAGERS OFFICE - OFFICE OF MGT. & BUDGET	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	MOU-CLC-NRPA FY14 GROW YOUR PARK;FY12-15 FAM PLACES LIBRARIES;'14 NMDOT LC00180;'11 NMDOT LC00040;'14 VOCA; FY14/15 FEMA AFG; FY15 NMDOH MOA; FY15 YOUTH LEAD ACADEMY; FY13/14/15 KLCB; FY14/15 STATE GRANTS PUB LIBRARIES; CONT.	1/5/07 - 12/31/15	2022
	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	CONT.FY16 STOP VIOLENCE AGAINST WOMEN ACT GRANT;FY15 NMDOH HEALTHY KIDS/ COMMUNITY;FY15 MUSEUM OF ART FRAGILE WATERS;FY 12/14/15 5309 FTA; TRANSIT GRANTS 2007- 2013;FY10 STAFF FOR ADEQUETE FIRE SAFTER;FY11 FEMA AFG;FY09 COPS;FY12 HIDTA; CONT.	1/5/07 - 12/31/15	2022
	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	CONT.FY14/15 NMDOT TRAFFIC;FY14 FEMA AFG;FY15 IAPC HAZMAT;FY12 BYRNE;FY15 DOJ BULLETPROOF VEST;FY05 COPS GRANT	1/5/07 - 12/31/15	2022

CITY MANAGERS OFFICE -
TRANSIT

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
COMMUNITY DEVELOPMENT - ADMINISTRATION	1	B107	CLC 087, 073	RECEIPTS; PAYMENT FILES	RECEIPTS, INVOICES, RFC'S, PO'S	2010 - 2018	2022
	1	B102	CLC 086, 061, 087	CASH REPORTS, DAILY; DEPOSIT SLIPS; RECEIPTS	CASH COUNT SHEETS WITH DEPOSIT SLIPS AND RECEIPTS	JAN - JUNE 2019	2022
	1	N169	CLC 076	INVOICES (VENDOR)	INVOICES, PURCHASE ORDERS, RECEIVERS FOR PAYMENT	JAN 2015 - JUNE 2016	2022 (JULY)
COMMUNITY DEVELOPMENT - NEIGHBORHOOD SERV.							
	3	A112	CLC 084	REVENUE CONTRACTS AND GRANTS	MOBILE HOME UTILITY FILES: 1588,1589,1591,1592,1593, 1594,1596,1598,1599,1600, 1601,1602,1605,1606,1607, 1608,1609,1611,1614	JAN-DEC 2015	2022 (JULY)
	4	A113	CLC 084	REVENUE CONTRACTS AND GRANTS	MOBILE HOME RAMP & UT FILES: 1313,1463,1513,1514,1515, 1518,1519,1521,1522,1526, 1527,1528,1529,1538,1539, 1540,1548,1551,1553,1554, 1555,1556,1571,1572,1578, 1581,1584,1590,1595,1597, 1601,1603,1604,1617,1643	JAN-DEC 2015	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	5	A114	CLC 084	REVENUE CONTRACTS AND GRANTS	MOBILE HOME RAMP RELEASED & HOME REHAB: 1025,1622,1624,1629,1630, 1631,1633,1634,1640,1641, 1644,1647,1652,1655,1686, 1698,1709,1711,1713	JAN-DEC 2015	2022 (JULY)
	3	O015	CLC 084	REVENUE CONTRACTS AND GRANTS	HRPS LOI'S DEC 2015;2012 - 2015 ACTION PLAN;2011 - 2015 CONSOLIDATED PLAN/EP PLAN * AI FINAL FILE 1 OF 2;2011 - 2015 CONSOLIDATED PLAN & AI DEV DOCS FILE 2 OF 2	2011 - 2015	2022
	6	A115	CLC 084	REVENUE CONTRACTS AND GRANTS	MOBILE HOME RAMP RELEASED & HOME REHAB: 1636,1577,1579,1580,1576, 1627,1568,1574,1612,1613, 1639,1648,1616,1626,1552, 1661,1585,1666,1656,1650, 1664,1638,1699,1587	JAN-DEC 2015	2022 (JULY)
	12	B 118	CLC 084	REVENUE CONTRACTS AND GRANTS	HUD GRANT FUNDED PROJECT FILES FOR THE CDBG & HOME. FILES INCLUDE PROCUREMENT, MONITORING, PROJECTS, AND REPORTS. 1/1/2000 THRU 6/30/2020; HUD CAPER REPORTS FY12-15, CD-ROMS, CAPER PP 2010-12. SEE STORAGE TICKET FOR BREAKDOWN.	7/1/10 - 6/30/15	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	10	B 105	CLC 084	REVENUE CONTRACTS AND GRANTS	HUD GRANT FUNDED PROJECT FILES FOR THE CDBG & HOME. FILES INCLUDE PROCUREMENT, MONITORING, PROJECTS, AND REPORTS. 1/1/2000 THRU 6/30/2020; HOME PROGRAM FILES. SEE STORAGE TICKET FOR BREAKDOWN.	7/1/00 - 6/30/15	2022 (JULY)
	7	B 106	CLC 084	REVENUE CONTRACTS AND GRANTS	HUD GRANT FUNDED PROJECT FILES FOR THE CDBG & HOME. FILES INCLUDE PROCUREMENT, MONITORING, PROJECTS, AND REPORTS. 1/1/2000 THRU 6/30/2020; AGENCY MONITORING FILES FOR CDBG & HOME. SEE STORAGE TICKET FOR BREAKDOWN.	7/1/04 - 6/30/15	2022 (JULY)
	7	A116	CLC 084	REVENUE CONTRACTS AND GRANTS	JEFFERSON/DAVIS RECONSTRUCTION LAND SETTLEMENT FILES	JAN 2012-JAN 2016	2022 (JULY)
	2	A111	CLC 084	REVENUE CONTRACTS AND GRANTS	MOBILE HOME RAMP RELEASED & HOME REHAB: 0911,1085,1384 (2 FILES),1535,1543,1570,1618, 1628,1679,1683,1689	JAN-DEC 2015	2022 (JULY)
COMMUNITY DEVELOPMENT - PERMITS INSPECTIONS	141 TOTAL	ADS	CLC 048	DEVELOPMENT/USE PERMIT FILES	ACTIVE BUILDING PERMITS	2008 - 2017	2022

COMMUNITY
DEVELOPMENT - PERMITS
INSPECTIONS

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	330 TOTAL	ADS	CLC 048	DEVELOPMENT/USE PERMIT FILES	CO/CC BUILDING PERMITS: ALL RELATED DOCUMENTATION	2008 - 2018	2022
	3 TOTAL	ADS	CLC 048	DEVELOPMENT/USE PERMIT FILES	2015-2016 ELECTRICAL: ALL RELATED DOCUMENTATION	01/01/2015 - 01/01/2016	2022
	2 TOTAL	ADS	CLC 048	DEVELOPMENT/USE PERMIT FILES	2011 ELECTRICAL PERMITS	01/01/2011 - 12/31/2011	2022
	3 TOTAL	ADS	CLC 048	DEVELOPMENT/USE PERMIT FILES	2015 PLUMBING AND MECHANICAL PERMITS: ALL RELATED DOCUMENTATIONS	01/01/2015 - 12/31/2015	2022
	1	ADS	CLC 048	DEVELOPMENT/USE PERMIT FILES	2011 PLUMBING PERMITS: ALL RELATED DOCUMENTATION	01/01/2011 - 12/31/2011	2022
	2 TOTAL	ADS	CLC 048	DEVELOPMENT/USE PERMIT FILES	2014-2017 PLUMBING/MECHANICAL PERMITS: ALL RELATED DOCUMENTATION	01/01/2014 - 12/31/2017	2022
ECONOMIC DEVELOPMENT - COMMUNITY IMPROVEMENT							
	3	O016	CLC 084	REVENUE CONTRACTS AND GRANTS	HOME REHAB, PAYMENTS, MEMOS	2012 - 2015	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	6	O013	CLC 084	REVENUE CONTRACTS AND GRANTS	PERFORM MEAS, 2011 OTHER MIN/CORRESP, JEFFERSON DAVIS PROJ '12; TRAVEL ORDERS 11/12; '11 EMAILS, MEMOS, OUTGOING SIGNED AGRMNTS; HUD CYFD EEOP SAC HHSAC HSG, '15 TIMESHEETS; '12 CORRESP; HOME REHABS	2011 - 2015	2022
	1	O014	CLC 084	REVENUE CONTRACTS AND GRANTS	ENVIRO REVIEWS: 42 SCATTERED LOTS RINCON MESA SUB DIV '14; 21 SCATTERED LOTS TIERRA GRANDE '13; RDWY IMPROV ON STEWARDS DV & PETTES BLVD; 4 RES LOTS IN LEGENDS W. N. '14 - LOTS 67, 68, 65, 66, 67, 68, 156, 157, 1 58; '10 MEALS ON WHEELS; WHITNEY PL SNGL FAM	2010 - 2015	2022

ECONOMIC
DEVELOPMENT - GRANTS

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	I87	CLC 084	REVENUE CONTRACTS AND GRANTS	10597 COPS TECH'07,WND PWRNG AM.JEDI,10563 NM FIRE SCBA EQUIP.FY13,10680 VOCA FY13,10403 NMFA ECN DEV FEAS.,11026/11027 MSM OF NATURE&SCI,13226/13227F Y10 BYRNE JAG GRNT,11105 AIRPT RNWY 12-30 RECON,10323'09 B. JAG GRNT,10353JUVI CIT,VOCA'13	2013 - 2015	2022
FINANCE - ACCOUNTING							
	2	I138	CLC 071	JOURNAL ENTRIES	PERIOD 02 ENTRIES 0-6000 BOX 2 OF 6	FY12	2022
	1	R120	CLC 071	JOURNAL ENTRIES	FIXED ASSET JOURNAL ENTRIES; FY11 PERIOD 13 (3 FILES); FY 12 PERIOD 1	FY12	2022
	1	R118	CLC 071	JOURNAL ENTRIES	FY 12 STANDARD (ADJ) JOURNAL ENTRIES PERIOD 12	FY12	2022
	11	R094	CLC 071	JOURNAL ENTRIES	PERIOD 13 ENTERIES 0034-0366 BOX 11 NUMBERING DIFFERENT	FY 12	2022
	10	R106	CLC 071	JOURNAL ENTRIES	PERIOD 13 ENTERIES 107-600 BOX 10 NUMBERING DIFFERENT	FY 12	2022
	4	R100	CLC 071	JOURNAL ENTRIES	PERIOD 09 ENTERIES 4573-4800; PERIOD ENTERIES 10 0-3900 BOX 4	FY 12	2022
	1	L019	CLC 089	GENERAL LEDGERS	JOURNAL, GENERAL	FY 2012 - 2015	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	I137	CLC 071	JOURNAL ENTRIES	PERIOD 01 ENTRIES 0-5000 BOX 1 OF 6	FY12	2022
	9	R105	CLC 071	JOURNAL ENTRIES	PERIOD 12 ENTERIES 3546- 4000 BOX 9	FY 12	2022
	3	I139	CLC 071	JOURNAL ENTRIES	PERIOD 03 ENTRIES 0-5000 BOX 3 OF 6	FY12	2022
	5	I141	CLC 071	JOURNAL ENTRIES	PERIOD 05 ENTRIES 0-4804 BOX 5 OF 6	FY12	2022
	3	R099	CLC 071	JOURNAL ENTRIES	PERIOD 09 ENTERIES 0-4585 BOX 3	FY 12	2022
	2	R098	CLC 071	JOURNAL ENTRIES	PERIOD 08 ENTERIES 0-4300 BOX 2	FY 12	2022
	6	I142	CLC 071	JOURNAL ENTRIES	PERIOD 06 ENTRIES 0-3800 BOX 6 OF 6	FY12	2022
	4	I140	CLC 071	JOURNAL ENTRIES	PERIOD 04 ENTRIES 0-4100 BOX 4 OF 6	FY12	2022
	5	R101	CLC 071	JOURNAL ENTRIES	PERIOD 10 ENTERIES 3901- 5000; PERIOD ENTERIES 11 0-3360 BOX 5	FY 12	2022
	6	R102	CLC 071	JOURNAL ENTRIES	PERIOD 11 ENTERIES 3361- 4750 BOX 6	FY 12	2022
	7	R103	CLC 071	JOURNAL ENTRIES	PERIOD 12 ENTERIES 0-2680 BOX 7	FY 12	2022
	8	R104	CLC 071	JOURNAL ENTRIES	PERIOD 12 ENTERIES 2681- 3545 BOX 8	FY 12	2022
	1	R097	CLC 071	JOURNAL ENTRIES	PERIOD 07 ENTERIES 0-5000 BOX 1	FY 12	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	B074	CLC 055 & 085	TIME SHEETS/TIMECARDS & PAYMENT INVOICE FILES	PURCHASNG T/S PP1016-2616; ADMIN T/S PP1317-2617; DISBURSEMENTS T/S PP1217-1717 & 2417; ADMIN & PURCH T/S PP0118-2618; DISB T/S PP0718-2618; ACCNTNG & TREAS T/S 2018-2618; FINANCE ADMIN D-CARD INVCS FY18; FINANCE ADMIN PO INVCS & PACKNG SLIPS	01/01/2016 - 12/30/2018	2022
FINANCE - CASHIERS	1	B047	RPD-41200	NM TAX & REVENUE - REVENUE PROCESSING DIVISION (RPD)	UNCLAIMED PROPERTY - VOIDED CHECKS 2012	2012 - 2015	2022
	20	B 087	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	NOV 9-16, 2018	2022 (JULY)
	19	B 086	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	NOV 5-8, 2018	2022 (JULY)
	21	B 088	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	NOV 19-26, 2018	2022 (JULY)
	18	B 085	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	OCT 30-NOV 2, 2018	2022 (JULY)
	17	B 104	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	OCT 22-29, 2018	2022 (JULY)
	16	B 103	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	OCT 15-19, 2018	2022 (JULY)
	15	B 116	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	OCT 8-12, 2018	2022 (JULY)
	14	B 115	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	OCT 2-5, 2018	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	13	B 114	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	SEP 25-OCT 1, 2018	2022 (JULY)
	12	B 113	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	SEP 18-24, 2018	2022 (JULY)
	22	B 089	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	NOV 27-29, 2018	2022 (JULY)
	10	I 145	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	SEP 4-7, 2018	2022 (JULY)
	34	B 011	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	FEB 19-26, 2019	2022 (JULY)
	9	I 158	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	AUG 27-31, 2018	2022 (JULY)
	11	I 146	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	SEP 10-17, 2018	2022 (JULY)
	30	B 079	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JAN 22-28, 2019	2022 (JULY)
	37	B 022	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAR 11-15, 2019	2022 (JULY)
	36	B 021	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAR 5-8, 2019	2022 (JULY)
	35	B 012	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	FEB 27-MAR 4, 2019	2022 (JULY)
	15	I 161	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	FEB 1-12, 2019	2022 (JULY)
	33	B 024	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	FEB 11-15, 2019	2022 (JULY)
	32	B 023	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	FEB 5-8, 2019	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	31	B 080	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JAN 29-FEB 4, 2019	2022 (JULY)
	23	B 090	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	NOV 30-DEC 4, 2018	2022 (JULY)
	29	B 078	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JAN 10-18, 2019	2022 (JULY)
	28	B 077	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JAN 4-9, 2019	2022 (JULY)
	27	B 076	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	DEC 28, 2018- JAN 3,2019	2022 (JULY)
	26	B 075	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	DEC 19-27, 2018	2022 (JULY)
	25	B 092	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	DEC 12-18, 2018	2022 (JULY)
	24	B 091	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	DEC 5-11, 2018	2022 (JULY)
	7	I 169	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	AUG 9-16, 2018	2022 (JULY)
	38	B 009	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAR 18-22, 2019	2022 (JULY)
	17	I 149	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	MAR 1-15, 2019	2022 (JULY)
	10	I 164	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	NOV 16-30, 2018	2022 (JULY)
	9	I 163	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	NOV 1-15, 2018	2022 (JULY)
	8	I 176	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	OCT 16-31, 2018	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	7	I 175	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	OCT 2-15, 2018	2022 (JULY)
	12	I 152	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	DEC 17-29, 2018	2022 (JULY)
	5	I 153	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	SEP 3-15, 2018	2022 (JULY)
	13	I 173	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	JAN 2-15, 2019	2022 (JULY)
	1	J117	CLC 078	ACCOUNT TRANSFER ORDER	UTILITY ADJUSTMENTS & TRANSFER	07/01/2015 - 06/30/2016	2022 (JULY)
	8	I 157	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	AUG 17-24, 2018	2022 (JULY)
	1	A120A	CLC 082	BANK STATEMENTS	RETURNED BANK ITEMS: BANK REPORTS/LEGAL COPY OF RETURNED CHECKS	07/01/2015 - 06/30/2016	2022
	3	I 165	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	AUG 1-15, 2018	2022 (JULY)
	2	I 178	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	JUL 17-31, 2018	2022 (JULY)
	1	I 177	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	JUL 2-16, 2018	2022 (JULY)
	6	I 154	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	SEP 18-29, 2018	2022 (JULY)
	21	I 159	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	MAY 1-15, 2019	2022 (JULY)
	4	I 168	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUL 23-27, 2018	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	3	I 167	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUL 16-20, 2018	2022 (JULY)
	2	I 180	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUL 9-13, 2018	2022 (JULY)
	1	I 179	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUL 2-6, 2018	2022 (JULY)
	24	I 148	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	JUN 17-28, 2019	2022 (JULY)
	11	I 151	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	DEC 1-15, 2018	2022 (JULY)
	22	I 160	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	MAY 16-31, 2019	2022 (JULY)
	5	I 155	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUL 30-AUG 2, 2018	2022 (JULY)
	20	I 172	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	APR 15-30, 2019	2022 (JULY)
	19	I 171	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	APR 2-12, 2019	2022 (JULY)
	18	I 150	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	MAR 18-29, 2019	2022 (JULY)
	4	I 166	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019	AUG 16-31, 2018	2022 (JULY)
	16	I 162	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	FEB 13-28, 2019	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	14	I 174	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	JAN 16-31, 2019	2022 (JULY)
	23	I 147	CLC 086	CASH REPORTS, DAILY	DAILY SETTLEMENT REPORTS FY 2019; EAST MESA ADDED 02/10/2021	JUN 3-14, 2019	2022 (JULY)
	49	B 016	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAY 28-31, 2019	2022 (JULY)
	6	I 156	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	AUG 3-8, 2018	2022 (JULY)
	39	B 010	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAR 25-29, 2019	2022 (JULY)
	53	B 002	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUN 25-28, 2019	2022 (JULY)
	52	B 001	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUN 18-24, 2019	2022 (JULY)
	50	B 003	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUN 3-7, 2019	2022 (JULY)
	48	B 015	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAY 20-24, 2019	2022 (JULY)
	47	B 006	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAY 10-17, 2019	2022 (JULY)
	46	B 005	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAY 6-9, 2019	2022 (JULY)
	45	B 018	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	MAY 1-3, 2019	2022 (JULY)
	44	B 017	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	APR 25-30, 2019	2022 (JULY)
	43	B 008	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	APR 17-24, 2019	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
FINANCE - DISBURSEMENTS	42	B 007	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	APR 10-16, 2019	2022 (JULY)
	41	B 020	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	APR 4-9, 2019	2022 (JULY)
	40	B 019	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	APR 1-3, 2019	2022 (JULY)
	51	B 004	CLC 087	RECEIPTS	UTILITY STUBS & RECEIPTS FY 2019	JUN 10-17, 2019	2022 (JULY)
	2	B100	CLC 071	JOURNAL ENTRIES	PAYROLL DEDUCTION BKS #09-16 BOX 2/4	JAN-NOV 2011	2022
	3	B101	CLC 071	JOURNAL ENTRIES	PAYROLL DEDUCTION BKS #17-24 BOX 3/4	JAN-NOV 2011	2022
	1	N88	CLC 076	INVOICES (VENDOR)	P-CARDS DECEMBER 2015 CONT.	DECEMBER 2015	2022
	1	N87	CLC 076	INVOICES (VENDOR)	P-CARDS DECEMBER 2015	DECEMBER 2015	2022
	1	N89	CLC 076	INVOICES (VENDOR)	P-CARDS: NOV 2015	NOVEMBER 2015	2022
	1	B098	CLC 071	JOURNAL ENTRIES	PAYROLL DEDUCTION BKS #25-26 BOX 4/4 JAN-DEC 2011	JAN-DEC 2011	2022
	1	I170	CLC 073	PAYMENT FILES	ACH AND POSITIVE PAY REQUESTER FEB - SEPT 2015	FEB - SEPT 2015	2022
	1	N96	CLC 073	PAYMENT FILES	P-CARD ENVELOPES FY16: SEPT 2015 H - Z	SEPT 2015	2022
	1	N83	CLC 073	PAYMENT FILES	P-CARD ENVELOPES FY16: OCT 2015 P - Z AND NOV 2015 A - B	OCT - NOV 2015	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	N83A	CLC 073	PAYMENT FILES	P-CARD ENVELOPES FY16: OCT 2015 A - O	OCT 2015	2022
	1	N84A	CLC 073	PAYMENT FILES	P-CARD ENVELOPES FY16: JULY 2015 A - PA	JULY 2015	2022
	1	N84	CLC 073	PAYMENT FILES	P-CARD ENVELOPES FY16: NOV 2015 C - O	NOV 2015	2022
	1	N96A	CLC 073	PAYMENT FILES	P-CARD ENVELOPES FY16: JULY PE - Z & AUG A - C	JULY 2015 - AUG 2015	2022
	1	B099	CLC 071	JOURNAL ENTRIES	PAYROLL DEDUCTION BKS #01-08 BOX 1/4	JAN-NOV 2011	2022
	1	N95A	CLC 073	PAYMENT FILES	P-CARD ENVELOPES FY16: AUG D - SE	AUG 2015	2022
	1	N95	CLC 073	PAYMENT FILES	P-CARD ENVELOPES FY16: AUG 2015 SK-Z THRU SEP 2015 A - G	AUG - SEPT 2015	2022
FINANCE - PAYROLL							
	1	L20	CLC 089	GENERAL LEDGERS	CORRECTIONS; PERSONNEL ACTION NOTICE; ACKNOWLEDGEMENT FORM (GIFT CARDS); SAFETY SHOE/PANT/SHORT FORM	2014	2022
	1	L17	CLC 089	GENERAL LEDGERS	SELL BACK OF SICK LEAVE MEMOS; PAPER CHECK RETURNED; W-4 FORMS; BANK NOTIFICATIONS; PERA NOTIFICATIONS; DIRECT DEPOSIT FORMS; CORRECTIONS; PERSONNEL ACTION NOTIFICATIONS	2014	2022
	1	L18	CLC 089	GENERAL LEDGERS	GENERAL JOURNAL ENTRY	2014	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
FINANCIAL SERVICES - DISBURSEMENTS	2	I093	CLC 071	JOURNAL ENTRIES	GARNISHMENTS, CHILD SUPPORT (CLOSED), RFP, ACH	JAN-DEC 2011	2022
	3	I094	CLC 071	JOURNAL ENTRIES	PERA, STATE TAX, ICMA, NATIONWIDE JE'S 2011	JAN-DEC 2011	2022
	1	RC BACKROOM	CLC-072	CHECKS	CHECKS	2008 - 2011	2022
FINANCIAL SERVICES - PURCHASING	1	RC BACKROOM	CLC- 071,CLC073	JOURNAL ENTRIES, PAYMENT FILE	JOURNAL ENTRIES, DOCUMENTS WHERE WIRES WERE SENT	04/2010 - 07/2011	2022
	1	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 10-14	2022
	3	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 15	2022
	2	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 15	2022
	4	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 15	2022
	10	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 17	2022
	11	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 17-18	2022

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FINANCIAL SERVICES - TREASURER	7	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 16	2022
	8	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 16	2022
	9	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 16	2022
	6	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 16	2022
	5	RC BACK ROOM	CLC 079 & CLC 080	CONTRACT & AGREEMENT FILES & LOGS/ PO DOCUMENTS	PROCUREMENT FILES	FY 16	2022
FIRE - ADMINISTRATION							
	1	O027	CLC 095	MUNI BONDS, NOTES, INTRST COUPONS, AND CERTIFICATES OF INDEBTEDNES	FTN SAFE KEEPING INVESTMENT RECORDS; FTN SAFE KEEPING STATEMENT OF ASSETS	2015-2019	2022
	3	B 141	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	RECEIVING RECORDS FOR 2020 FD PURCHASE ORDERS (FYS 20 & 21)	01-01-20 TO 12- 31-20	2022
	2	B 140	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	RECEIVING RECORDS FOR 2020 FD PURCHASE ORDERS (FYS 20 & 21)	01-01-20 TO 12- 31-20	2022
	1	B 139	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	RECEIVING RECORDS FOR 2020 FD PURCHASE ORDERS (FYS 20 & 21)	01-01-20 TO 12- 31-20	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
FIRE - EMS	1	O010	CLC 070	TRIP TICKET FILE	COPIES OF TRAVEL REQUESTS, ORDERS AND TRAVEL RECEIPTS FOR FIRE DEPARTMENT PERSONNEL FOR INSTATE AND OUT OF STATE TRAVEL FOR FY19	07/01/2018 - 06/30/2019	2022
	1	O031	CLC 085	PAYMENT INVOICE FILES	RECEIVING INVOICES - YR 2021	07/2020 - 06/2021	2022
	2	K116	CLC 104	EMERGENCY MEDICAL SERVICE (EMS) FILES	PATIENT ASSESSMENT/REFUSAL FORMS SEP-OCT 2011	2011	2022
	1	K115	CLC 104	EMERGENCY MEDICAL SERVICE (EMS) FILES	PATIENT ASSESSMENT/REFUSAL FORMS JUL-AUG 2011	2011	2022
	3	K117	CLC 104	EMERGENCY MEDICAL SERVICE (EMS) FILES	PATIENT ASSESSMENT/REFUSAL FORMS NOV-DEC 2011	2011	2022
	1	RC BACK ROOM	CLC 104	EMERGENCY MEDICAL SERVICE (EMS) FILES	PATIENT ASSESSMENT/REFUSAL FORMS JAN-APR 2011	2011	2022
HUMAN RESOURCES	2	RC BACK ROOM	CLC 104	EMERGENCY MEDICAL SERVICE (EMS) FILES	PATIENT ASSESSMENT/REFUSAL FORMS MAY-JUN 2011	2011	2022
	2	F047A	CLC 091	PAYROLL REGISTER	PAYROLL CORRECTIONS - ADMIN., HR, UTILITIES, FINANCE, PW, CD, PIO, PARKS & REC, QOL, TRANSPORTATION	2014	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	A137,A138	CLC106	BACKGROUND INVESTIGATION RECORDS	PRE-EMPLOYMENT RECORDS, POLYGRAPH RECORDING AND BACKGROUND INVESTIATION RECORDS FOR FIREFIGHTER APPLICANTS WHO ARE CURRENTLY EMPLOYED WITH CLC FIRE DEPARTMENT. CONDUCTED BY LC POLICE DEPARTMENT	08/2011-01/2013	2022
	1	I079	CLC 198	FACILITY MEDICAL FILES	MEDICAL RECORDS TERMINATION A-F	JAN-DEC 2011	2022
	2	I080	CLC 198	FACILITY MEDICAL FILES	MEDICAL RECORDS TERMINATION G-L	JAN-DEC 2011	2022
	7	A125-A131	CLC105	REJECTED APPLICATIONS	CLOSED PROCESS 2019	01/2019-12/2019	2022
	3	A133,A134,A136	CLC105	REJECTED APPLICATIONS	CLOSED PROCESS 2018	01/2018-12/2018	2022
	3	F048A	CLC 091	PAYROLL REGISTER	PAYROLL CORRECTIONS - FINANCE, PW, UTILITIES	2015	2022
	4	I082	CLC 198	FACILITY MEDICAL FILES	MEDICAL RECORDS TERMINATION R-Z	JAN-DEC 2011	2022
	1	A132	CLC110	TRAINING	TRAINING SIGN IN SHEETS	01/2008-12/2011	2022
	3	I081	CLC 198	FACILITY MEDICAL FILES	MEDICAL RECORDS TERMINATION M-Q	JAN-DEC 2011	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
LEGAL - CITY ATTORNEY	1	F048B	CLC 091	PAYROLL REGISTER	PAYROLL CORRECTIONS - PD, FIRE, MUNICIPAL COURT, IT, SCSWA, MVRDA, ASCMV, LEGAL, QOL, TRANSPORTATION, PARKS & REC	2014	2022
	1	A123	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	ADMINISTRATIVE FILES: GREEN 206; 111-01, 111-02, 111-05, 111-06, 111-07, 111-08, 111-09, 111-10	1991 - 2017	2022
	1	R109	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE SEIZURES A-F	2011	2022
	1	P004B	CLC 070	TRIP TICKET FILE	TRAVEL REQUESTS/EXPENSES	07/2018 - 06/2019	2022
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	MUNICIPAL COURT PROSECUTOR: COMPETENCY/APPEAL CASES (A - Z) 2010-11	2010-2011	2022
	4	R096A	CLC 129	LEGAL CASE FILE	BRAVO v COUNTY/CITY ET AL. (D-307-CV-200702539)	2007-2011	2022
	3	R095A	CLC 129	LEGAL CASE FILE	BRAVO v COUNTY/CITY ET AL. (D-307-CV-200702539)	2007-2011	2022
	2	R096	CLC 129	LEGAL CASE FILE	BRAVO v COUNTY/CITY ET AL. (D-307-CV-200702539)	2007 2011	2022
	1	R095	CLC 129	LEGAL CASE FILE	BRAVO v COUNTY/CITY ET AL. (D-307-CV-200702539)	2007-2011	2022
	3	R114	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE FORFEITURE LAWSUITS R-Z	2011	2022
	1	R112	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE FORFEITURE LAWSUITS A-GR	2011	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	R110	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE SEIZURES G-M	2011	2022
	1	A120	CLC 129	LEGAL CASE FILE	FRIETZE, EDWARD AND FRIETZE, JOSIE V. CITY OF LAS CRUCES, CASE CLOSED DECEMBER 2011 (DUPLICATED ON H:DRIVE (CITY ATTORNEY ARCHIVE))	3/2010 - 12/2011	2022
	2	R113	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE FORFEITURE LAWSUITS GRAY-P	2011	2022
	2	A124	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	ADMINISTRATIVE FILES: GREEN 111-10 CONT.; 115; 116-01; 202; 206 CONT.; 206-01; 206-02; 206-03; 300; 300-01; 300-04	1991 - 2017	2022
	3	A121	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	ADMINISTRATIVE FILES: GREEN 300-10; 300-11; 300-12; 302; 304; 304-01; 304-02; 300-05; 300-06; 300-07	1991 - 2017	2022
	7	I016	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	SEE ATTACHED RECORDS INVENTORY FORM FOR ITEMIZED LIST (BOX 7 OF 7)	2017	2022
	6	I018	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	SEE ATTACHED RECORDS INVENTORY FORM FOR ITEMIZED LIST (BOX 6 OF 7)	2017	2022
	5	I017	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	SEE ATTACHED RECORDS INVENTORY FORM FOR ITEMIZED LIST (BOX 5 OF 7)	2017	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	4	I020	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	SEE ATTACHED RECORDS INVENTORY FORM FOR ITEMIZED LIST (BOX 4 OF 7)	2017	2022
	3	I019	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	SEE ATTACHED RECORDS INVENTORY FORM FOR ITEMIZED LIST (BOX 3 OF 7)	2017	2022
	2	I022	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	SEE ATTACHED RECORDS INVENTORY FORM FOR ITEMIZED LIST (BOX 2 OF 7)	2017	2022
	1	I021	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	SEE ATTACHED RECORDS INVENTORY FORM FOR ITEMIZED LIST (BOX 1 OF 7)	2017	2022
	4	A122	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVELS)	ADMINISTRATIVE FILES: GREEN 300-08; 300-09; 400-02; 400-04; 401; 403; 405; 406-01; 406-11; 407	1991 - 2017	2022
	1	A077	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	BROWN 102-01, 102-02,103,103-01,103-09,103-11,103-12,104,104-02,104-04	03/1989 - 12/2019	2022
	1	A080	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	CODES ENFORCEMENT RELEASE LIENS,BROWN 103-02; ANIMAL CONTROL ORDINANCE, BROWN 104-05	10/1989 - 05/2019	2022
	1	A079	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	RED 102-10,102-11,103,103-04,103-07,103-01,103-02,103-03,103-15,103-20,103-22	03/1998 - 12/2019	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	I084	CLC 129	LEGAL CASE FILE	GARNISHMENTS YELLOW 108-01	2011	2022
	1	A082	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	RED 105, 104, 104-04, 106, 106-01, 106-05, 106-12, 106-13, 106-14	11/1991 - 10/2020	2022
	1	A078	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	RED 106-15,106-17,106-18,106-19,106-20,107,107-01	08/1989 - 10/2019	2022
	1	O017	CLC 118	PERSONNEL FOLDER	CITY ATTORNEY PERSONNEL FILES, TEAL 103-09	05/2006 - 03/2019	2022
	1	O020	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXECUTIVE LEVEL)	ALL BROWN; POLICEDEPARTMENT 101; WEAPON DESTRUCTION/UNCLAIMED PROPERTY 101-09; FOP COLLECTIVE BARGAINING 101-12; POLICE ATHLETIC LEAGUE 101-15; WEED AND SEED GRANT ISSUES 101-22; HIDTA LEASES 101-28	11/1988 - 02/2020	2022
	1	O018	CLC 125	LIQUOR LICENSE FILES	LIQUOR LICENSES - 2018, TEAL 105-04; SPEACIAL DISPENSER/PUBLIC CELEBRATION PERMITS - 2018; TEAL 105-04	01/2018 - 12/2018	2022
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES ALAMEDA LAND BLACK#644	2009-2011	2022
	1	B039	CLC 056	BUDGET WORK PAPERS	BUDGET/QUARTERLY REVIEWS, STRATEGIC PLAN FY11-FY18	01/2011 - 08/2018	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	A076	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	MUNICIPAL COURT ADMINISTRATION	01/2009 - 12/2009	2022
	1	A073	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	BROWN 105-09,105-10, RED 100,100-01,101-01,101-02,101-03,101-04,101-05,101-06,101-07,101-08	06/1993 - 01/2019	2022
	1	A074	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	MICELLANEOUS URBAN RENEWAL DOCUMENTATION	10/1971 - 12/1992	2022
	1	RC Back Room	CLC150	VIDEO RECORDINGS	VIDEO RECORDINGS (VHS TAPES) (POLICE/SECURITY 30DAYS)	UNKNOWN	2022
	3	R111	CLC 129	LEGAL CASE FILE	CLOSED VEHICLE SEIZURES N-Z	2011	2022
	1	RC BACK ROOM	CLC 129	LEGAL CASE FILE	CLOSED LITIGATION FILES BLACK #610	2011	2022
	1	A075	CLC008	ADMINISTRATIVE (EXECUTIVE LEVEL)	NEIGHBORHOOD DEVELOPMENT, RED 101	07/1989 - 09/2019	2022
LEGAL - CITY CLERK			CLC 027	MINUTES OF MEETINGS	COUNCIL MEETING AGENDAS	2019 - 2021	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	H-DRIVE	MULTIPLE	LEGAL CASE, C&A, COMMITTEES, ETC.	TORT CLAIMS 2011; GRIEVANCE & C 2014; C&A RETENTION MET 2022; 2020 MIN OF MTGS -AGENDAS, NOTICES ETC; 2017 COMMITTEE/C FILES BOARD MBRS (APPT/RESIGN ETC); 2019 REJECTED APP (BOARDS); 2020 CUSTODIAN OF RECORD REQUESTS (HOUSED H DRIVE AND PAPER)	2011-2018	2022
LEGAL - RISK MANAGEMENT							
	1	RC BACKROOM	CLC 217	INSURANCE POLICY FILE	PROPERTY/LIABILITY CLAIMS CLOSED 2018 A - H	2016 - 2018	2022
	1	RC BACK ROOM	CLC 217	INSURANCE CLAIM FILE	PROPERTY/LIABILITY CLAIMS CLOSED 2019 BOX 1 OF A-V; PROPERTY/LIABILITY CLAIMS CLOSED 2017 L-S LIST DATES 2014-2016; CLAIM #2017PR0257; CLAIM #2017AL0218, 2017AL0159, 2017AL0218, L2016-062-133	2014 - 2019	2022
	1	RC BACK ROOM	CLC 214	ALCOHOL & DRUG ABUSE PROGRAM FILE	DRUG AND ALCOHOL 2014 RESULTS JAN-DEC; DRUG AND ALCOHOL RANDOMS 2014 FOUR QUARTERS; DRUG AND ALCOHOL RESULTS 2014	2014	2022
	2	RC BACKROOM	CLC 217	INSURANCE POLICY FILE	PROPERTY/LIABILITY CLAIMS CLOSED 2018 I - R	2016 - 2018	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	3	RC BACKROOM	CLC 217	INSURANCE POLICY FILE	PROPERTY/LIABILITY CLAIMS CLOSED 2018 S - W	2016 - 2018	2022
	1	RC BACK ROOM	CLC 214	ALCOHOL & DRUG ABUSE PROGRAM FILE	WORKMED RESULTS 2014-2017; INVOICES 2017; MARCH & OCT; DRUG & ALCOHOL RESULTS 2017-2018; JAN-DEC (BOTH YEARS); DRUG & ALCOHOL RANDOMS 2018, 2ND & 3RD QUARTERS	2014 - 2018	2022
	1	RC BACK ROOM	CLC 217	INSURANCE POLICY FILE	PROPERTY/LIABILITY CLAIMS CLOSED 2019 A - G	2015 - 2019	2022
	2	RC BACK ROOM	CLC 217	INSURANCE POLICY FILE	PROPERTY/LIABILITY CLAIMS CLOSED 2019 H - M	2015 - 2019	2022
	2	RC BACK ROOM	CLC 214	ALCOHOL & DRUG ABUSE PROGRAM FILE	DRUG AND ALCOHOL RANDOMS LIST 2016 FOUR QUARTERS	2016	2022
	1	RC BACK ROOM	CLC 214	ALCOHOL & DRUG ABUSE PROGRAM FILE	DRUG AND ALCOHOL RESULTS 2016 JAN-DEC	2016	2022
	1	RC BACK ROOM	CLC 216;100;213; 217	MULTIPLE	ACTUARIAL STUDY '02,'08,'09,'10;RISK MGR SUBPOENAS '07-'08;INTERNAL AUDIT 2001-2003;SAFETY ASSESSMENTS RPT/SAFETY INSPEC. '06,'08,'10;ACCIDENT RPTS 2010, 2011;LIABILITY PROPERTY CLAIMS CLOSED '08,'09,'11	2001 - 2011	2022
	1	1028	CLC 129	PROPERTY/LIABILITY CLAIMS	PROPERTY/LIABILITY CLAIMS CLOSED 2012; LIST IN BOX	2011 - 2012	2022

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PARKS & RECREATION - ADMIN	1	RC BACKROOM	CLC 214	ALCOHOL AND DRUG ABUSE PROGRAM FILE	DRUG AND ALCOHOL RANDOMS 2017 FOUR QUARTERS, WORKMED DRUG AND ALCOHOL INVOICES	2017 - 2018	2022
	3	RC BACK ROOM	CLC 217	INSURANCE POLICY FILE	PROPERTY/LIABILITY CLAIMS CLOSED 2019 N - Z	2015 - 2019	2022
	1	RC BACK ROOM	CLC 214	ALCOHOL & DRUG ABUSE PROGRAM FILE	DRUG AND ALCOHOL RESULTS 2015 JAN-DEC, DRUG AND ALCOHOL RANDOMS 2015 FOUR QUARTERS, DRUG AND ALCOHOL RESULTS 2015	2015	2022
	1	RC BACK ROOM	CLC 214	ALCOHOL & DRUG ABUSE PROGRAM FILE	DRUG AND ALCOHOL LIST & RESULTS	2010 - 2012	2022
	1	RC BACK ROOM	CLC 214	ALCOHOL & DRUG ABUSE PROGRAM FILE	DRUG AND ALCOHOL RESULTS AND RANDOM GENERATED LISTS 2013	2013	2022
	1	RC BACK ROOM	CLC 214; 213;216;217	MULTIPLE	DRUG AND ALCOHOL TESTING POLICIES AND RESULTS; ACCIDENT INVESTIGATIONS 2010 & 2011; WORK COMP AUDIT, PROPERTY/LIABILITY CLAIM CLOSED 2009	1997 - 2011	2022
	4	B 127	CLC 055	TIME SHEETS/TIMECARDS	TIMESHEETS FOR BALLFIELDS AND PARKS PAYROLL LC2618 - LC1319	FY 18/19	2022 (JULY)
	1	B 123	CLC 086	CASH REPORTS, DAILY	2018 CASH REPORTS DAILY FY19	JAN 2018 TO Dec 2018	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	B 124	CLC 055	TIME SHEETS/TIMECARDS	TIMESHEETS FOR BALLFIELDS AND PARKS MAINT PAYROLL LC1418 - LC2518	FY 18/19	2022 (JULY)
	3	B 126	CLC 055	TIME SHEETS/TIMECARDS	TIMESHEETS FOR A&G, ATHLETICS AND RECREATION PAYROLL LC1418 - LC2618	FY 18/19	2022 (JULY)
	5	B 128	CLC 055	TIME SHEETS/TIMECARDS	TIMESHEETS FOR AQUATICS PAYROLL LC1418 - LC2618	FY 18/19	2022 (JULY)
	6	B 129	CLC 055	TIME SHEETS/TIMECARDS	TIMESHEETS FOR AQUATICS PAYROLL LC0119 - LC1319	FY 18/19	2022 (JULY)
	7	B 130	CLC 055	TIME SHEETS/TIMECARDS	TIMESHEETS FOR WEED & SEED, AFTER SCHOOL PROGRAM AND JUVENILE CITATION PROGRAM PAYROLL LC1418 - LC1319	FY 18/19	2022 (JULY)
	2	B 125	CLC 055	TIME SHEETS/TIMECARDS	TIMESHEETS FOR A&G, ATHLETICS AND RECREATION PAYROLL LC0119 - LC1319	FY 18/19	2022 (JULY)
	1	O006	CLC 141	MAINTENANCE SERVICE FILE	FIELD WORK ORDER SHEETS FROM 2019: PARKS MAINTENANCE	JAN - APRIL 2019	2022
	2	O007	CLC 141	MAINTENANCE SERVICE FILE	FIELD WORK ORDER SHEETS FROM 2019: PARKS MAINTENANCE	MAY - AUG 2019	2022
	3	O008	CLC 141	MAINTENANCE SERVICE FILE	FIELD WORK ORDER SHEETS FROM 2019: PARKS MAINTENANCE	AUG - NOV 2019	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	B 122	CLC 209	FACILITY USE AGREEMENT FILE	PARKS AND FACILITY PERMITS FY15; ALBERT JOHNSON PARK - YOUNG PARK	JAN 2015 - DEC 2015	2022
	1	B073	CLC 087	RECEIPTS	ADMIN - ALL SECTIONS (2018 CREDIT CARD RECEIPTS)	JAN - DEC 2018	2022
	1	B 121	CLC 209	FACILITY USE AGREEMENT FILE	PARKS AND FACILITY PERMITS FY14/15; LEAGUE PERMITS	JAN 2014 - DEC 2015	2022
PARKS & RECREATION - AQUATICS CENTER							
	1	B 132	CLC 087	RECEIPTS	REGIONAL AQUATIC CENTER TRANSMITTALS	04/01/2019 - 06/30/2019	2022 (JULY)
PARKS & RECREATION - MEERSCHIEDT	1	B061	CLC 209	FACILITY USE AGREEMENT	PARTY RENTALS/PERMITS: FEB 2012, APRIL-DEC 2013, JAN-DEC 2014, JAN-MARCH 2015, JUNE & JULY 2016	FEB 2012 - JULY 2016	2022
	1	O028	CLC 087	RECEIPTS	RECEIPTS/DEPOSIT INFORMATION	JAN 2019 - DEC 2019	2022
	1	O026	CLC 079	CONTRACT & AGREEMENT FILES & LOGS	ANNUAL WAIVERS	JULY 2015 - AUGUST 2016	2022
	1	O025	CLC 079	CONTRACT & AGREEMENT FILES & LOGS	ANNUAL WAIVERS	JAN 2016 - DEC 2016	2022
POLICE - ADMINISTRATION							

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	13	B033	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP252018 & LCPP262018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 11/25/18 - 12/22/18	12/24/2017 - 12/22/2018	2022
	5	L105	CLC 073	PAYMENT FILES	WEX FUEL RECIEPTS 01/01/2018 - 06/30/2018	01/01/2016 - 12/31/2018	2022
	4	L106	CLC 073	PAYMENT FILES	WEX FUEL RECIEPTS 07/01/2017 - 12/31/2017	01/01/2016 - 12/31/2018	2022
	6	B199	CLC 073	PAYMENT FILES	WEX FUEL RECIEPTS 07/01/2018 - 12/31/2018	01/01/2016 - 12/31/2018	2022
	6	B 138	CLC 055	TIME SHEETS/TIMECARDS	LCPP1119 & LCPP1219, EMPLOYEE ATTENDANCE LOGS, OT CARDS, LEAVE REQUESTS/APPROVALS	05/12/19 - 06/08/19	2022 (JULY)
	3	C034	CLC 073	PAYMENT FILES	WEX FUEL RECIEPTS 01/01/2017 - 06/30/2017	01/01/2016 - 12/31/2018	2022
	5	B 137	CLC 055	TIME SHEETS/TIMECARDS	LCPP0919 & LCPP1019, EMPLOYEE ATTENDANCE LOGS, OT CARDS, LEAVE REQUESTS/APPROVALS	04/14/19 - 05/11/19	2022 (JULY)
	2	C033	CLC 073	PAYMENT FILES	WEX FUEL RECIEPTS 07/01/2016 - 12/31/2016	01/01/2016 - 12/31/2018	2022
	4	B 136	CLC 055	TIME SHEETS/TIMECARDS	LCPP0719 & LCPP0819, EMPLOYEE ATTENDANCE LOGS, OT CARDS, LEAVE REQUESTS/APPROVALS	03/17/19 - 04/13/19	2022 (JULY)
	1	B060	CLC 073	PAYMENT FILES	WEX FUEL RECIEPTS 01/01/2016 - 06/30/2016	01/01/2016 - 12/31/2018	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	3	B 135	CLC 055	TIME SHEETS/TIMECARDS	LCPP0519 & LCPP0619, EMPLOYEE ATTENDANCE LOGS, OT CARDS, LEAVE REQUESTS/APPROVALS	02/17/19 - 03/16/19	2022 (JULY)
	8	B044	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP152018 & LCPP162018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 07/08/18 - 08/04/18	12/24/2017 - 12/22/2018	2022
	1	B048	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP012018 & LCPP022018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPROV 12/24/17 - 01/20/18	12/24/2017 - 12/22/2018	2022
	2	B026	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP032018 & LCPP042018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPROV 01/21/18 - 02/17/18	12/24/2017 - 12/22/2018	2022
	3	B025	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP052018 & LCPP062018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 02/18/18 - 03/17/18	12/24/2017 - 12/22/2018	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	4	B028	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP072018 & LCPP082018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 03/18/18 - 04/14/18	12/24/2017 - 12/22/2018	2022
	5	B027	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP092018 & LCPP102018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 04/15/18 - 05/12/18	12/24/2017 - 12/22/2018	2022
	1	B 133	CLC 055	TIME SHEETS/TIMECARDS	LCPP0119 & LCPP0219, EMPLOYEE ATTENDANCE LOGS, OT CARDS, LEAVE REQUESTS/APPROVALS	12/18/18 - 01/19/19	2022 (JULY)
	7	B029	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP132018 & LCPP142018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 06/10/18 - 07/07/18	12/24/2017 - 12/22/2018	2022
	2	B 134	CLC 055	TIME SHEETS/TIMECARDS	LCPP0319 & LCPP0419, EMPLOYEE ATTENDANCE LOGS, OT CARDS, LEAVE REQUESTS/APPROVALS	01/20/19 - 2/16/19	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	9	B043	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP172018 & LCPP182018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 08/05/18 - 09/01/18	12/24/2017 - 12/22/2018	2022
	10	B032	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP192018 & LCPP202018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 09/02/18 - 09/29/18	12/24/2017 - 12/22/2018	2022
	11	B031	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP212018 & LCPP222018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 09/30/18 - 10/27/18	12/24/2017 - 12/22/2018	2022
	12	B034	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP232018 & LCPP242018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 10/28/18 - 11/24/18	12/24/2017 - 12/22/2018	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	14	B059	CLC 055 & 166	TIME SHEETS/TIMECARDS & KEY ACCOUNTABILITY RECORDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - 2018, ATTENDANCE LOGS, SWAT & HNT STAND BY ROSTERS, EMP ACKNOWLEDGEMENT, SICK LEAVE SELL BACK/CONVERSION, KEY CARD/FOB, PIO STAND BY 2018	12/24/2017 - 12/22/2018	2022
	6	B030	CLC 055	TIME SHEETS/TIMECARDS	LCPD EMP, ADMIN PAYROLL BOOK SHEETS - LCPP112018 & LCPP122018, ATTENDANCE LOGS, OT CARDS, LEAVE REQ/APPR 05/13/18 - 06/09/18	12/24/2017 - 12/22/2018	2022
POLICE - CODE ENFORCEMENT/ANIMAL							
	1	RC BACK RM	C055	TIMESHEETS/TIMECARDS	TIMESHEETS	JAN - DEC 2018	2022
	4	R 043	CLC 055	TIME SHEETS/TIMECARDS	ACO FY 18/19 TIMESHEETS	6/24/18 - 6/22/19	2022 (JULY)
POLICE - RECORDS							
	1	B051	CLC 061	DEPOSIT SLIPS	DEPOSIT SLIPS	JAN - DEC 2018	2022
POLICE - TRAFFIC							
	1	B053	CLC 169	UNIFORM TRAFFIC CITATIONS	FEBRUARY - MAY 2019 UNIFORM TRAFFIC CITATIONS	FEB - MAY 2019	2022
	1	R163	CLC 084	REVENUE CONTRACTS AND GRANTS	DWI GRANT PROJECTS	JULY 2013 - AUG 2014	2022
	1	B014	CLC 169	UNIFORM TRAFFIC CITATIONS	UNIFORM TRAFFIC CITATIONS	SEPT - DEC 2019	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
PUBLIC WORKS - STREETS & TRAFFIC ADMIN	1	B056	CLC 169	UNIFORM TRAFFIC CITATIONS	JUNE - AUGUST 2019 UNIFORM TRAFFIC CITATIONS	JUNE 2019 - AUG 2019	2022
	1	B062	CLC 169	UNIFORM TRAFFIC CITATIONS	JANUARY 2019 UNIFORM TRAFFIC CITATIONS	JANUARY 2019	2022
	1	R167	CLC 246	UTILITY MAINTENANCE RECORDS	DAILY ACTIVITY/MAINT. REPORTS - TRAFFIC OPERATIONS	2012	2022
PUBLIC WORKS - TRAFFIC MANAGEMENT							
QUALITY OF LIFE - BRANIGAN LIBRARY	1	B013	CLC 246	UTILITY MAINTENANCE FILE	TRAFFIC OPERATIONS DAILY REPORTS	2011 - 2011 (FY12)	2022
	1	I056	CLC 085	PAYMENT INVOICE FILES	PAYMENT RECEIPTS, RFP, INVOICES, P CARD/D CARD RECEIPTS AND SUPPORTING DOCS. JUL 2013-JUN 2016	FY16	2022 (JULY)
	3	B 108	CLC 085	PAYMENT INVOICE FILES	PURCHASE ORDERS, RFC, PAYMENTS, INVOICES, D-CARD/P-CARD RECEIPTS, & SUPPORTING DOCUMENTATION	JULY 2014 - JUNE 2016	2022 (JULY)
	1	B041	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS WITH SUPPORTING DOCUMENTS	FY19	2022
	1	O032	CLC 087	RECEIPTS	PAYMENT RECEIPTS	DEC 2010 - SEPT 2019	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
QUALITY OF LIFE - MUSEUM ADMINISTRATION							
	1	O117	CLC-055	TIME SHEETS	TIME SHEETS - LC0118 - LC2618	12/23/2017 - 12/23/2018	2022
QUALITY OF LIFE - MUSEUM OF ART							
	1	I008	CLC 075,085,061, 080,100	INVCS(AGNCY),PYMNT INVC FILES,DPST SLPS,PRCHS ORDRS(POD),BLDG INSP	INVOICES, PAYMENTS, DEPOSIT SLIPS, PO'S & BUILDING INSPEC. JUL 2015-JUN 2016	FY16	2022 (JULY)
QUALITY OF LIFE - SENIOR PROGRAMS							
	1	B054	CLC 084	REVENUE CONTRACTS AND GRANTS	HOME DELIVERED AND CONGREGATE TIMESHEET/CARDS FOR CONGREGATE AND MOW	6/1/2014 - 6/27/2015	2022
	1	A161	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR PROGRAMS BUDGET, TELEPHONE, VEHICLE, WRK FLOW, HEALTH CARE, NMAAA ASSESSMENT 2014 SENIOR ADV BOARD MIN.	2013 - 2014	2022
	1	C194	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR PROG. TIMESHEETS, LC1-27 (DEC 2013-DEC 2014; TIMESTUDIES 2011-14; DEPT CARD RECON. 2014	MAY 2011-DEC 2014	2022
	1	R156	CLC 084	REVENUE CONTRACTS AND GRANTS	MEALS ON WHEELS (MOW) CASH COUNT SHEETS JAN-DEC 2014	FY14-15	2022
	1	D007	CLC 084	REVENUE CONTRACTS AND GRANTS	PETTY CASH LOGS	2015	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	C116	CLC 084	REVENUE CONTRACTS AND GRANTS	DENIED/REFUSED 2010 - 2014 A-Z, DEPOSIT DONATIONS 2010 - 2014, VEHICLE LOGS 2010 - 2014	JAN 2010 - DEC 2014	2022
	1	RC BACK ROOM	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR NUTRITION VARIED SITES CASH COUNTS JAN-DEC 2014	2014	2022
	1	R145	CLC 084	REVENUE CONTRACTS AND GRANTS	NON METRO AAA 2009 SAMS CONSUMER ASSESSMENT FORM VERSION 2.0 AL-CA 2014	FY15	2022
	1	R151	CLC 084	REVENUE CONTRACTS AND GRANTS	NON METRO AAA 2009 SAMS CONSUMER ASSESSMENT FORM VERSION 2.0 PAR-ROY 2014	FY15	2022
	1	R153	CLC 084	REVENUE CONTRACTS AND GRANTS	NON METRO AAA 2009 SAMS CONSUMER ASSESSMENT FORM VERSION 2.0 VAL-ZUN 2014	FY15	2022
	1	R148	CLC 084	REVENUE CONTRACTS AND GRANTS	NON METRO AAA 2009 SAMS CONSUMER ASSESSMENT FORM VERSION 2.0 JOH-OTT 2014	FY15	2022
	1	R152	CLC 084	REVENUE CONTRACTS AND GRANTS	NON METRO AAA 2009 SAMS CONSUMER ASSESSMENT FORM VERSION 2.0 SCH-TRU 2014	FY15	2022
	1	R146	CLC 084	REVENUE CONTRACTS AND GRANTS	NON METRO AAA 2009 SAMS CONSUMER ASSESSMENT FORM VERSION 2.0 CAR-FIC 2014	FY15	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	R155	CLC 084	REVENUE CONTRACTS AND GRANTS	SENIOR PROG TIMESHEETS #1-13 (DEC 2014-JUN 27, 2015); SEN PROG CORRESPONDENCE FY14-15; SEN PROG STAFF TRAINING FY 14-15	FY14-15	2022
	1	R154	CLC 084	REVENUE CONTRACTS AND GRANTS	SEN PROG 2014 CLIENT INPUT/QUALITY SURVEY	FY15	2022
	1	R155A	CLC 084	REVENUE CONTRACTS AND GRANTS	END OF MTH FOR MOW & CONGREGATE BOTH JUL - SEPT 2014	FY15	2022
	1	R156A	CLC 084	REVENUE CONTRACTS AND GRANTS	END OF MTH FOR MOW OCT-NOV 2014; CONGREGATE OCT-DEC 2014	FY15	2022
	1	R147	CLC 084	REVENUE CONTRACTS AND GRANTS	NON METRO AAA 2009 SAMS CONSUMER ASSESSMENT FORM VERSION 2.0 FIE-JEW 2014	FY15	2022
QUALITY OF LIFE - TRANSIT							
	2	B065	CLC 223	DAILY BUS PASSENGER REPORT	BO REPORTS	05/2018 - 08/2018	2022
	1	B097	CLC 222	BUS ROUTE PLANNING FILE	DRIVER MANIFESTS & DAILY BUS ASSIGNMENTS	JAN - FEB 2019	2022
	2	B109	CLC 222	BUS ROUTE PLANNING FILE	DRIVER MANIFESTS & DAILY BUS ASSIGNMENTS	MAR - MAY 2019	2022
	4	B055	CLC 225	TRANSIT OPERATION SUMMARY REPORTS	DAILY ACCOUNTABLE CASH COUNT. BUS FARE REPORTS.	07/2018 - 12/2018	2022
	3	B110	CLC 222	BUS ROUTE PLANNING FILE	DRIVER MANIFESTS & DAILY BUS ASSIGNMENTS	JUNE - JULY 2019	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	B058	CLC 055	TIME SHEETS/TIMECARDS	TRANSIT TIME SHEETS OF DIAL A RIDE AND FULL TIME	07/2018 - 12/2018	2022
	5	B112	CLC 222	BUS ROUTE PLANNING FILE	DRIVER MANIFESTS & DAILY BUS ASSIGNMENTS	NOV - DEC 2019	2022
	1	B068	CLC 223	DAILY BUS PASSENGER REPORT	BO REPORTS	01/2018 - 04/2018	2022
	3	B066	CLC 223	DAILY BUS PASSENGER REPORT	BO REPORTS	09/2018 - 12/2018	2022
	2	B057	CLC 225	TRANSIT OPERATION SUMMARY REPORTS	DAILY ACCOUNTABLE CASH COUNT. BUS FARE REPORTS. REDUCED FARE APPLICATIONS 2008 - 2016; SOLD BUS PASSES 2012 - 2018	2008 - 2018	2022
	2	B067	CLC 222	BUS ROUTE PLANNING FILE	DAILY FARE COLLECTION SHEETS	FY19	2022
	1	B063	CLC 223	DAILY BUS PASSENGER REPORT	BO REPORTS	01/2019 - 03/2019	2022
	2	B064	CLC 223	DAILY BUS PASSENGER REPORT	BO REPORTS	04/2019 - 06/2019	2022
	4	B111	CLC 222	BUS ROUTE PLANNING FILE	DRIVER MANIFESTS & DAILY BUS ASSIGNMENTS	AUG - OCT 2019	2022
UTILITIES - ADMIN SERVICES							
	2	B040	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS/TIME CARDS LC1718 - LC2618	JAN - DEC 2018	2022
	1	B042	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS) FY2016	FY16	2022
	1	B037 & B038	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS/TIME CARDS LC0118 - LC1618	JAN - DEC 2018	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
UTILITIES - ADMINISTRATION	1	B036	CLC 055	TIME SHEETS/TIMECARDS	ADMIN SRVCS - RATE ANAYLSIS - NEW CONNECTIONS - CUST SRVC - BILLING & RECEIVABLES - METER READING - DISPATCH - FIELD SRVCS - WAREHOUSE - JU BILLING	JAN - JUN 2019	2022
	8	R 051	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
UTILITIES - BILLING	1	R 058	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	2	R 057	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	3	R 056	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	4	R 055	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	5	R 054	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	7	R 052	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	9	R 050	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	10	R 049	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	11	R 046	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	12	R 045	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
UTILITIES - CUSTOMER SERVICE	13	R 044	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	6	R 053	CLC 240	UTILITY BILLING RECORDS	ASSOCIATED ACCOUNT RECORDS: ADJUSTMENTS, CREDITS, WRITE-OFFS, REFUNDS, REVERSAL OF RECIPIENTS, TRANSFER RECEIPTS, TRANSFERS OF BILLS AND RECEIPTS FROM ACCOUNT TO ACCOUNT	FY2011-2012 TO FY2014-2015	2022 (JULY)
	1	Z 205	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	LANDLORD AGREEMENTS	JAN 2014 - JUN 2016	2022
	2	Z 206	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	LANDLORD AGREEMENTS	JAN 2014 - JUN 2016	2022
	UTILITIES - DIRECTOR						
	1	A091	CLC 216; 073; 243; 013	MULTIPLE	HOTLINE REVIEW COMMITTEE 8/05 - 8/15; USGS - S JORNADA DEL MUERTO FY12/13; VARIANCE REQUESTS 8/05 - 10/05; 2017 LCU MARKETING SURVEYS	2005 - 2017	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	A096	CLC 025	COMMITTEE FILES	LSU WS & REG MTG, LCU BOARD MTG, PUBLIC HEARING TRANSCRIPTS, BOARD OF COMMISSIONERS, EMAIL DATE 6/24/13, FOOD PURCHASES, ITEMS FOR DESTRUCTION 2000-2007, LCU BOARD ACTION MEMO, LCU POST AGENDA, LETTER TRANSMITTAL FOR CASHIERS, NOTICES	2000 - 2013	2022
	1	A097	CLC 079; 075; 130	MULTIPLE	RGNGA RES; SAN PABLO WW;SW & WW RATES;WTR RATES;WTR RESOURCE CORRES.;WINTERHAVEN WW;TANKE MURALS, UPPER GRIGGS & S. JORNADA; JOINT POWER AGREEMENT 1989/1995/1999	1989 - 2011	2022
	1	A098	CLC 129	LEGAL CASE FILES	CASE NO.2009-002;CERT OF SERV;DIRECT TESTIMONY, CERT OF ANSWERING 2ND/3RD INTERROGATORIES;UTIL RATE INCR PUBLIC INPUT MTG SIGN-IN & MIN;LETTERS OF RAC FROM PUBLIC;PUBLIC RCRD RQST;LCU BOARD RES NO.09-10-008 08-09-042; RES 09-S&T-09 WTR TRANSF	2009 - 2010	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	A100	CLC 073	PAYMENT FILES	MISC. DEPT. PAYMENT FILES	2013 - 2018	2022
	1	A094	CLC 079	CONTRACT & AGREEMENT FILES & LOGS	MULTIPLE GEOTHERMAL, CLEAN ENERGY, MATERIAL TESTING, SUMMER HYDRO CONTRACTS/AGREEMENTS, PW CORRESPONDENCE PROJ. ACCEPTANCE	1991 - 2013	2022
	1	A092	CLC 079	CONTRACT & AGREEMENT FILES & LOGS	RICHARD SIMMS (WATER RIGHTS ATTORNEY), LEE WILSON (WATER RIGHTS CONSULTANT), LEN STOKES (CONSULTANT), SCWA (HAULER AGREEMENT), SCWA (RECYCLING LEASE/TRANSFER STATION), NUEVA LIGHT ENTERPRISES	1978 - 2010	2022
	1	A095	CLC 073	PAYMENT FILES	VERIZON PAYMENTS FY13-15, ZIA ENGINEERING, TEMP ALT FY13-15, TRAVEL EXPENSE REPORT, TU MEDIA GROUP FY13-15, TRAVEL LCU BOARD, USGS MESILLA BASIN FY13-15	2013 - 2015	2022
	1	A090	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS/TIME CARDS	2013 - 2014	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	A089	CLC 073	PAYMENT FILES	P/D CARD;SUZANNE MICHAELS;QWEL TRAINING;FRONTLINE GRAPHIC DESIGN;NMSU-KRWG;NEXTRAQ;SAFE WATCH SOLUTIONS;SANDIA PAPER COMPANY;SICS CONSULT;TEMPLETON MRKTNG;NMSU-ARROWHEAD CNTR;HUSEBY INC;PAYROLL STIPENDS;ICMA TRAINING;INTERLABS;GAS ADMIN ADS	2014 - 2015	2022
	1	A088	CLC 027	MINUTES & MEETINGS	CIAC MTG MINUTES; LCU BOARD ACTION MEMOS, CITY COUNCIL MTG AGENDAS, LCU BOARD MIN, SAC AGENDA AND MINUTES; SCSWA AGENDA AND MINUTES	2012 - 2013	2022
	1	A087	CLC 085	PAYMENT INVOICE FILES	P/D CARD PURCHASES;LC SUN-NEWS/BULLETIN;NMSU-ARROWHEAD CNTR;MEXTRAQ;SUZAANE MICHAELS COMM;NMSU-KRWG;MONGER WTR SVC;ANTHONY PENNOCK;TEMPLETON MRKTNG;EPE;FED EXPRESS;FINELINE GRAPHIC DESIGN;SCREEN VISION;PAYROLL STIPENDS	2012 - 2014	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	A086	CLC 025	COMMITTEE FILES	CIAC MTG & AGENDA '06-'10;GAS COMMITTEE;RAC MTG MIN & AGENDA;RGNGA BOARD MTG;SAC MTG AGENDAS;SCSWA MIN;WATER COMMITTEE MTGS '06-'07;AD-HOC COMMITTEE 1996-1998	1996 - 2011	2022
	1	A085	CLC 027	MINUTES OF MEETINGS	CIAC MTG FY11/12&FY14/15;COUNCIL MTG FY10-12;BOARD MTG FY10/11;RGNGA UTIL RES FY09/10;RGNGA BOARD MTG FY10-12;SCSWA MTG&AGENDA FY11/12;RATE ADVISORY COMM MTG FY11/12;LCU BOARD ACTION ITEMS FY11/12;TANK MURAL FY09/10	2008 - 2015	2022
	1	A093	CLC 008	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (EXEC. LEVELS)	GERTHERMAL ENERGY CLC/CA MEMOS AND CORRESPONDENCE, NOTES, LETTERS, NEWSPAPER ARTICLES, GEOTHERMAL ENERGY PROPOSAL, GEOTHERMAL ENERGY FEASIBILITY STUDY, MAPS, NMSUEI TECH REPORT, RFP, LEASES, RINCON GEOTHERMAL	1979 - 1986	2022

UTILITIES - DISPATCH

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2017 OCTOBER - DEEMBER GAS HARD COPIES	OCT-DEC 2017	2022
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2017 JULY - SEPTEMEBR GAS HARD COPIES	JUL-SEPT 2017	2022
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2017 APRIL- JUNE GAS HARD COPIES	APR-JUNE 2017	2022
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2017 WIDE AREA WORK PLANS	JAN-DEC 2017	2022
	1	ABSOLUTE STORAGE UNIT 172	CLC-238	LINE LOCATION FILES	2017 JANUARY - MARCH GAS HARD COPIES	JAN-MAR 2017	2022
UTILITIES - GAS							
	1	UT BAY AREA #2 (UPSTAIRS)	CLC 238 & 239	LINE LOCATION FILES; LOCATE LOGS	NM ONE CALL LINE LOCATE REQUESTS & DOCUMENTATION HARD COPIES. JAN-MAR 2016 NMAC (5 YR RET) PIPELINE SAFETY EXC. DAMAGE PREV. JUL-SEP 2017	JUL-SEP 2016	2022
	1	ABSOLUTE STORAGE	CLC 085 & 080	PAYMENT INVOICE FILES; PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	FY 16 PURCHASE ORDERS JUL 2015-JUNE 2016 (Unit 172, ABSOLUTE STORAGE)	FY16	2022 (JULY)
	17	R 031	CLC 055	TIME SHEETS/TIMECARDS	2019 TIMESHEETS; PP7-PP13; TIMECARDS, LEAVE REQUESTS	MAR 2019 - JUN 2019	2022 (JULY)

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	UT BAY AREA #2 (UPSTAIRS)	CLC 238 & 239	LINE LOCATION FILES; LOCATE LOGS	NM ONE CALL LINE LOCATE REQUESTS & DOCUMENTATION HARD COPIES. JAN-MAR 2016 NMAC (5 YR RET) PIPELINE SAFETY EXC. DAMAGE PREV. OCT-DEC 2017	OCT-DEC 2016	2022
	15	R 033	CLC 055	TIME SHEETS/TIMECARDS	2018 TIMESHEETS; PP21-PP26; TIMECARDS, LEAVE REQUESTS	SEP 2018 - DEC 2018	2022 (JULY)
	14	R 034	CLC 055	TIME SHEETS/TIMECARDS	2018 TIMESHEETS; PP14-PP20; TIMECARDS, LEAVE REQUESTS	JUN 2018 - SEP 2018	2022 (JULY)
	2	ABSOLUTE STORAGE	CLC 085 & 080	PAYMENT INVOICE FILES; PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	FY 16 PURCHASE ORDERS JUL 2015-JUNE 2016 (Unit 172, ABSOLUTE STORAGE)	FY16	2022 (JULY)
	1	ABSOLUTE STORAGE #175	CLC 073	PAYMENT FILES	2010 - 2016 CREDIT CARD FILES	2010 - 2016	2022
	1	ABSOLUTE STORAGE #175	CLC 085	PAYMENT INVOICE FILES	FY16 REQUEST FOR PAYMENT	JULY 2015 - JUNE 2016	2022 (JULY)
	16	R 032	CLC 055	TIME SHEETS/TIMECARDS	2019 TIMESHEETS; PP1-PP6; TIMECARDS, LEAVE REQUESTS	JAN 2019 - MAR 2019	2022 (JULY)
UTILITIES - NEW CONNECTIONS							
	1	ABSOLUTE STORAGE UNIT 172	CLC 246	UTILITY MAINTENANCE RECORDS	2016 COMPLETED COMMERCIAL PROJECTS/ESTIMATES	JAN - DEC 2016	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	ABSOLUTE STORAGE UNIT 172	CLC 062	REVENUE STATUS REPORT, MONTHLY	FISCAL YEAR 2018 MONTHLY REPORT	JULY 2017 - JUNE 2018	2022
	1	ABSOLUTE STORAGE UNIT 172	CLC 007	ADMINISTRATIVE REFERENCE & CORRESPONDENCE FILES (NON-EXEC LEVEL)	FY20 - UTILITY SERVICE APPLICATION - COPIES	JULY 2019 - JUNE 2020	2022
	1	ABSOLUTE STORAGE UNIT 172	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	2018 SERVICE ORDER/FIELD CHECKS COMPLETED RESIDENTIAL PROJECT	JAN 2018 - DEC 2018	2022
	1	ABSOLUTE STORAGE UNIT 172	CLC 236 (2)	UTILITY CUSTOMER SERVICE RECORDS	2018 COMPLETED COMMERCIAL PROJECTS	JAN 2018 - DEC 2018	2022
UTILITIES - RES TS							
	1	UTILITIES RM 213 BOX #022718A	CLC 070	TRIP TICKET FILE	022718A FY 16 TRAVEL ORDERS	07/01/2015 - 06/30/2016	2022 (JULY)
	1	680 MOTEL, TECH ROOM	CLC 055	TIME SHEETS/TIMECARDS	FY 18-19 (CAL 2018) TIMESHEETS, OVERTIME, FLEX, LEAVE REQUESTS, CRYSTAL RPRTS, FY18 WAREHOUSE FRM	12/24/17 - 12/12/18	2022
	1	680 MOTEL, TECH ROOM	CLC 055	TIME SHEETS/TIMECARDS	FY 17-18 (CAL 2017) TIME SHEETS, CARDS, OVERTIME, LEAVE REQUESTS, CRYSTAL REPORTS	12/15/2016 - 12/16/2017	2022
UTILITIES - SOLID WASTE							
	4	MECHANICAL SHOP #201	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2019 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE	OCT - DEC 2019	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	MECHANICAL SHOP #201	CLC 144	VEHICLE MAINTENANCE FILES	SOLID WASTE RESIDENTIAL DVIR'S WORK ORDERS	JULY 2018 - DEC 2018	2022
	1	MECHANICAL SHOP #1	CLC 144	VEHICLE MAINTENANCE FILES	SOLID WASTE COMMERCIAL DVIR'S WORK ORDERS	JAN 2018 - DEC 2018	2022
	2	MECH SHOP#201	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	CC RPTS; PURCHASE ORDERS, WAREHOUSE FORMS, MTHLY RPTS, UNIFORM INFO, GRAPPLER INFO JUL 2015-JUN 2016	FY16	2022 (JULY)
	1	MECH SHOP#201	CLC 080	PURCHASE ORDERS) PURCHASE ORDER DOCUMENTS	CC RPTS; PURCHASE ORDERS, WAREHOUSE FORMS, MTHLY RPTS, UNIFORM INFO, GRAPPLER INFO JUL 2015-JUN 2016	FY16	2022
	2	MECHANICAL SHOP #1	CLC 144	VEHICLE MAINTENANCE FILES	SOLID WASTE COMMERCIAL DVIR'S WORK ORDERS CONT.	JAN 2018 - DEC 2018	2022
	2	MECH SHOP#201	CLC 080	PURCHASE ORDERS) PURCHASE ORDER DOCUMENTS	CC RPTS; PURCHASE ORDERS, WAREHOUSE FORMS, MTHLY RPTS, UNIFORM INFO, GRAPPLER INFO JUL 2015-JUN 2016	FY16	2022
	1	MECH SHOP#201	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	CC RPTS; PURCHASE ORDERS, WAREHOUSE FORMS, MTHLY RPTS, UNIFORM INFO, GRAPPLER INFO JUL 2015-JUN 2016	FY16	2022 (JULY)
	1	MECHANICAL SHOP #201	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2019 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE	JAN - MAR 2019	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	3	MECHANICAL SHOP #201	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2019 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE	JUL - SEP 2019	2022
	2	MECHANICAL SHOP #201	CLC 236	UTILITY CUSTOMER SERVICE RECORDS	2019 RESIDENTIAL SERVICE ORDERS & EXTRA SERV. AT A CHARGE	APR - JUN 2019	2022
UTILITIES - WASTEWATER							
	2	I054	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	VENDER INFORMATION, PO'S AND PURCHASE DOC'S 2014-2015	FY16	2022 (JULY)
	1	N092	1.19.8.503/5 04/505	WW TREATMENT FACILITY MAINT. FILE/WW FLOW CHRT RPT/SLUDGE DISPOSAL	JHWWTF WASTING, CHLORINE & SO2 DATA 2017, SULFIDE TEST LOG, MONTHLY REPORT ODOR CONTROL, CENTRIFUGE DATA SHEET, WEST MESA COMPOST APPLICATION, EAST/WEST AERATION BAIN D.O. LOG	JAN 2017 - DEC 2017	2022
	3	B046	CLC 244 & 110	WASTEWATR TREATMNT FACILITY MAINT RCRDS; EDUCATION & TRAINNG FILES	WWTF MAINTENANCE RECORDS; EDUCATION AND TRAINING FILES	2017 - 2018	2022
	1	N091	1.19.8.503/5 04/505	WW TREATMENT FACILITY MAINT. FILE/WW FLOW CHRT RPT/SLUDGE DISPOSAL	JHWWTF FLOW CHARTS, DAILY ODOR CONTROL LOG, WEEKLY EQUIP ROTATION LOG, BELT PRESS RUNS, HOURLY FLOWS, WEST MESA FLOW CHARTS	JAN 2017 - DEC 2017	2022
	12	B045	CLC 055	TIME SHEETS/TIMECARDS	TIME SHEETS & TIME CARDS	MAY 2018 - JAN 2019	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	I053	CLC 080	PURCHASE ORDERS (PURCHASE ORDER DOCUMENTS)	VENDER INFORMATION, PO'S AND PURCHASE DOC'S 2014-2015	FY16	2022 (JULY)
	1	N086	CLC 241	SLUDGE DISPOSAL RECORDS	SW ENVIRO TECH HAULING COMPOST FORMS	2017	2022
	1	I049	CLC 076;073;241; 233;140	INVOICES(VEND);PMNT FILES;WW FLOWCHRT;SLUDGE DISP;SUPPLIES & EQUIP	CREDIT C RECEIPTS 2015 (WROSKI/LOZA); 504: JHWWTF COMPOST APP RELEASE FORMS; 129: JHWWTFC WAREHOUSE SUPPLY ISSUE FORMS	FY16	2022 (JULY)
UTILITIES - WATER RESOURCES							
	1	I015	CLC 055	TIMESHEETS/ TIME CARDS	YEAR 2019; TIME CARDS & TIME SHEETSL LC01 - LC13	01/01/2019 - 06/31/2019	2022
	7	O009	MULTIPLE	MULTIPLE	WORK ORDERS - 10/2018 - 12/2018; WAREHOUSE SUPPLY FORMS - 01/2019 - 03/2019	10/2018 - 03/2019	2022
	1	I027	CLC 055	TIMESHEETS/ TIME CARDS	YEAR 2018; TIME CARDS & TIME SHEETS; LC14 - LC26	07/01/2018 - 12/31/2018	2022
	8	O021	MULTIPLE	MULTIPLE	WORK ORDERS & WAREHOUSE SUPPLY FORMS	07/01/2018 - 05/31/2019	2022
	5	J122	CLC 248	WATER STORAGE & SUPPLY MAINTENANCE FILES	WELL/BOOSTER/TANK SITE MAINTENANCE FORM	JUNE - DEC 2016	2022
	9	O034	MULTIPLE	MULTIPLE	WORK ORDERS 2019	07/01/2019 - 12/31/2019	2022
	10	O033	MULTIPLE	MULTIPLE	WAREHOUSE SUPPLY FORMS	07/01/2019 - 06/30/2020	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	1	O030	MULTIPLE	MULTIPLE	INVOICES AND PURCHASE ORDERS; TIMESHEETS/PAYROLL REPORTS; ACCIDENT REPORTS AND HIT REPORTS; DETAILED ROUTE REPORT (METERS) /WORK ORDERS; BILLING/WORK ORDERS; EQUIPMENT TRANSFERS/DISPOSAL FORMS; STANDBY REPORTS; CLEAN FILL TICKETS; REQUISITION	10/7/97 - 6/31/16	2022
	14	O022	MULTIPLE	MULTIPLE	WAREHOUSE SUPPLY FORMS AND PICK TICKETS	01/01/2016 - 12/31/2019	2022
	2	O019	MULTIPLE	MULTIPLE	WORK ORDERS 2019	01/2019-12/2019	2022
	5	O001	CLC 076; 080; 081	MULTIPLE	PURCHASE ORDERS & INVOICES FY15 - FY18, ELECTRIC BILLS FY15 - FY18, REQUESTS FOR CHECK FY15 - FY18	07/01/2014 - 06/30/2018	2022
	4	O001	CLC 076; 080; 081	MULTIPLE	PURCHASE ORDERS & INVOICES FY15 - FY18, ELECTRIC BILLS FY15 - FY18, REQUESTS FOR CHECK FY15 - FY18	07/01/2014 - 06/30/2018	2022
	3	O001	CLC 076; 080; 081	MULTIPLE	PURCHASE ORDERS & INVOICES FY15 - FY18, ELECTRIC BILLS FY15 - FY18, REQUESTS FOR CHECK FY15 - FY18	07/01/2014 - 06/30/2018	2022

City Dept	Box #	Location	Code	Record Series Title	Contents	Dates	Destruction Date
	2	O001	CLC 076; 080; 081	MULTIPLE	PURCHASE ORDERS & INVOICES FY15 - FY18, ELECTRIC BILLS FY15 - FY18, REQUESTS FOR CHECK FY15 - FY18	07/01/2014 - 06/30/2018	2022
	6	J121	CLC 248	WATER STORAGE & SUPPLY MAINTENANCE FILES	WELL/BOOSTER/TANK SITE MAINTENANCE FORM	JAN - JUNE 2017	2022
	1	FLOOR	CLC 246	UTILITY MAINTENANCE RECORDS	WELL MAINTENANCE SUMMARY RPTS 10/2011- 4/2012	2012	2022
	11	J124	CLC 073; 236; 140	PAYMENT FILES; UTIL CUST SERVICE RECORDS; SUPPLIES & EQUIP FILE	CREDIT CARD RECORDS 7/2015 - 6/2019; WO CUSTOMER CALLS 08/2014 - 12/2019; WO NON- ROUTINE TRUCK INVENTORY/RESTOCK 3/2014 - 5/2019	MARCH 2014 - DEC 2019	2022
	1	O001	CLC 076; 080; 081	MULTIPLE	PURCHASE ORDERS & INVOICES FY15 - FY18, ELECTRIC BILLS FY15 - FY18, REQUESTS FOR CHECK FY15 - FY18	07/01/2014 - 06/30/2018	2022



City Council Action and Executive Summary

24-009

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	Adopted: July 17, 2023		
Drafter:	Crystal Silva	Department:	Financial Services
Program:	Grants Management	Line of Business:	Fiscal Management
Title:	A RESOLUTION TO ACCEPT THE GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, MUNICIPAL ARTERIAL PROGRAM, FOR THE FISCAL YEAR 2023/2024, FOR INTERSECTION IMPROVEMENTS ALONG SPRUCE AVENUE IN THE AMOUNT OF \$300,000, REQUIRING A CITY MATCH IN THE AMOUNT OF \$100,000, FOR A TOTAL PROJECT COST OF \$400,000.		

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

PURPOSE(S) OF ACTION:
To accept the offered grant award.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Public Works Department submitted a funding application to the New Mexico Department of Transportation (NMDOT), Municipal Arterial Program (MAP), Fiscal Year (FY) 2023/2024 for the planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage, traffic signal improvements, roadway lighting, and miscellaneous improvements for the intersections of Spruce Ave./N. Telshor Blvd. and Spruce Ave./N. Triviz Dr. under Project Control Number L100582.

The intersections of Spruce Ave./N. Telshor Blvd. and Spruce Ave./N. Triviz Dr. have been identified to undergo improvements including geometric modification, traffic signal replacement, bike lane installation, sidewalk/ADA ramp modification, median curb installation, signage and striping which will increase system efficiency by building and maintaining a coordinated transportation system that operates in an efficient and cost-effective manner that currently has traffic volumes of more than 15,000 vehicles per day.

The State of New Mexico Department of Transportation (NMDOT) Municipal Arterial Program (MAP) requires the City to contribute a 25% cash match in the amount of \$100,000 for a grant application total of \$400,000. Funding requested: New Mexico Department of Transportation is \$300,000 (75%), and the City of Las Cruces is \$100,000 (25%). The City will be responsible for paying the entire cost for any other work, if required, as part of the project.

The grant agreement is due July 31, 2023 to NMDOT. NMDOT application process requires the City Council to pass a Resolution referencing the scope of work and funding offered by NMDOT Control Number HW2L100582 and be submitted with the MAP agreement.

The project aligns with the Elevate Las Cruces Plan through goals CL-6: System Efficiency and CL-8: Multi Modal System; as well as Public Works Strategic Plan Strategic Result 1 and 2.

SUPPORT INFORMATION:

[Attachment "A" City of Las Cruces-L100582-MAP-FY24 Executed Agreement](#)

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

Funding Source(s):

Match from 4202-40255008-802000

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 City to accept the offered grant award from NMDOT.
2. Vote "No"; this will not allow the City to accept the offered grant award from NMDOT.
3. Vote to "Amend"; this will surpass the NMDOT deadline of July 31, 2023 and result in a loss of funds needed to complete city projects.
4. Vote to "Table"; this will surpass the NMDOT deadline of July 31, 2023 and result in a loss of funds needed to complete city projects.

REFERENCE INFORMATION:

The below information is to be used only for reference and is not included as attachments or exhibits.

CL-6: System Efficiency and CL-8: Multi Modal System; as well as Public Works Strategic Plan Strategic Result 1 and 2

RESOLUTION 24-009

A RESOLUTION TO ACCEPT THE GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, MUNICIPAL ARTERIAL PROGRAM, FOR THE FISCAL YEAR 2023/2024, FOR INTERSECTION IMPROVEMENTS ALONG SPRUCE AVENUE IN THE AMOUNT OF \$300,000, REQUIRING A CITY MATCH IN THE AMOUNT OF \$100,000, FOR A TOTAL PROJECT COST OF \$400,000.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City), Public Works Department was offered funding from the New Mexico Department of Transportation (NMDOT), Municipal Arterial Program (MAP), Fiscal Year (FY) 2023/2024 for the planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage, traffic signal improvements, roadway lighting, and miscellaneous improvements for the Spruce/Telshor/Triviz Intersection; and

WHEREAS, the intersections of Spruce Ave./N. Telshor Blvd. and Spruce Ave./N. Triviz Dr. have been identified to undergo improvements that will increase system efficiency by building and maintaining a coordinated transportation system that operates in an efficient and cost-effective manner; and

WHEREAS, the project is estimated to cost \$400,000; with NMDOT funding 75%, or \$300,000 and the City is required to provide a cash match of 25%, or \$100,000.00, and is responsible for 100% of the project costs in excess of the grant amount; and

WHEREAS, the NMDOT application process requires the City Council to pass a Resolution referencing the scope of work and funding offered by NMDOT, Control Number HW2L100582 and be submitted with the MAP agreement.

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

(I)

THAT the City will adopt and accept the award through the NMDOT Agreement Control Number HW2L100582 in the amount of \$300,000, with a required cash match of \$100,000, and allow the City Manager to execute the agreement.

(II)

THAT the agreement terminates on June 30, 2025, and the City incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all have been merged into the written agreement.

(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

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Contract No.	_____
Vendor No.	<u>0000054342</u>
Control No.	<u>HW2L100582</u>

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and City of Las Cruces (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage, Traffic Signal Improvements, Roadway Lighting, and Misc. Improvements**. This Project will be referred to interchangeably as "Project" or "Project Control No. **L100582**." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is Four Hundred Thousand Dollars and No Cents (**\$400,000**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%:	\$300,000
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Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,
Construction Management, Drainage, Traffic Signal Improvements, Roadway
Lighting, and Misc. Improvements

2. Public Entity's required proportional matching share shall be 25%:	\$100,000
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3. Total Project Cost:	\$400,000
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- b. The Public Entity shall pay all Project costs, which exceed the total amount of Four Hundred Thousand Dollars and No Cents (**\$400,000**).
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Exhibit A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
- k. Comply with **Exhibit C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 1 Office the "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.
- n. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**Certification of Construction Phase**" form, which is attached as Certification No. 2.
- o. Within thirty (30) calendar days of completion, furnish the Department's District 1 Office the "**AS BUILT Summary of Costs and Quantities**" form, which is attached as

Certification No. 3. The report should reflect the total cost of project as stated in “**Certification of Construction Phase**” form.

- p. Failure to timely provide Certification Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- q. Obtain all required written agreements or permits relating to any realignment of Public Entity’s roads, when applicable, from all public and private entities.
- r. Advertise, let, and supervise the construction of the Project.
- s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- t. Allow the Department to perform a final inspection of the Project to determine if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
- u. Upon completion, maintain all the Public Entity’s facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.

- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 1

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Las Cruces

By: _____ (Ifo Pili)
Title: _____ City Manager

Date: 6/15/23

Attest: Christine Rivera, City Clerk
Name and Title

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures, Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In

no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L100582

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition)] Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
 ___ a. have been relocated
 ___ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).

That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).

That no angle parking has been provided in this Project.

That the **Public Entity** has completed a (check, which of the following conditions exists):

- _____ a. 20 year pavement design; or
 - _____ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
- 11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
- 12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
- 13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
- 14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
- 15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
- 16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
- 17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

City of Las Cruces

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L100582

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

- 1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
- 2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
- 3. That all work in Control No. **L100582** was performed in accordance with the Agreement.
- 4. That the total Project cost of _____, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
- 5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Las Cruces

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:
District LGRF Coordinator, Department of Transportation

L100582 CM Memo Agreement Unsigned

Final Audit Report

2023-06-07

Created:	2023-06-06
By:	Crystal Silva (csilva@las-cruces.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdHSBA0RNt6C9RS6lb86gD_q5SArXwXj_

"L100582 CM Memo Agreement Unsigned" History

-  Document created by Crystal Silva (csilva@las-cruces.org)
2023-06-06 - 8:19:54 PM GMT
-  Document emailed to Jacqueline Rubalcava (jrubalcava@las-cruces.org) for signature
2023-06-06 - 8:21:31 PM GMT
-  Email viewed by Jacqueline Rubalcava (jrubalcava@las-cruces.org)
2023-06-06 - 9:48:27 PM GMT
-  Document e-signed by Jacqueline Rubalcava (jrubalcava@las-cruces.org)
Signature Date: 2023-06-06 - 9:48:51 PM GMT - Time Source: server
-  Document emailed to David Sedillo (dsedillo@las-cruces.org) for signature
2023-06-06 - 9:48:53 PM GMT
-  Email viewed by David Sedillo (dsedillo@las-cruces.org)
2023-06-07 - 1:59:46 PM GMT
-  Document e-signed by David Sedillo (dsedillo@las-cruces.org)
Signature Date: 2023-06-07 - 2:00:17 PM GMT - Time Source: server
-  Agreement completed.
2023-06-07 - 2:00:17 PM GMT



City Council Action and Executive Summary

24-010

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A
1st Reading:	Adopted: July 17, 2023
Drafter:	Virginia Barela
Program:	Purchasing
Department:	Financial Services
Line of Business:	Procure to Pay

Title:	A RESOLUTION TO AWARD INDEFINITE COST, INDEFINITE QUANTITY CONTRACTS FOR TRAFFIC ENGINEERING SERVICES ON AN AS-NEED BASIS TO BOHANNAN HUSTON, INC.; HORROCKS; KIMLEY-HORN AND ASSOCIATES, INC.; LEE ENGINEERING, LLC; MOLZEN CORBIN; STANTEC CONSULTING SERVICES, INC.; WHPACIFIC, INC.; AND WILSON & COMPANY, INC., FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 22-23-045).
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TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:

To award contracts for traffic engineering services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Traffic Management program of the Public Works Department required proposals for traffic engineering services. On March 17, 2023, the City of Las Cruces (City) advertised Request for Proposals for Procurement No. 22-23-045. The Purchasing program received eight (8) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on June 7, 2023. The SAC is recommending award to all eight (8) rated firms as follows:

- 1. Bohannon Huston - Las Cruces, New Mexico
- 2. Horrocks - Las Cruces, New Mexico
- 3. Kimley-Horn and Associates, Inc. - Mesa, Arizona
- 4. Lee Engineering, LLC - Las Cruces, New Mexico
- 5. Molzen Corbin - Las Cruces, New Mexico
- 6. Stantec Consulting - Las Cruces, New Mexico
- 7. WHPacific, Inc. - Albuquerque, New Mexico
- 8. Wilson & Company, Inc. - Las Cruces, New Mexico

These services are required to perform design functions that include, but are not limited, to the following; traffic engineering studies (statistical analysis, pedestrian counts, road studies, warrant studies, traffic impact analysis, operational and modeling studies), design and application of traffic control devices (signs, markings, traffic signals, traffic control systems and management, work zone traffic applications, railroad crossings), Intelligent Transportation Systems planning, implementation and design, geometric design for roadways and intersections, traffic signal timing and coordination studies, and traffic safety assessments and programs for all road users.

Agenda Item #6.3.

The purpose of the traffic engineering services Request for Proposals is to pre-qualify eight (8) engineering firms that can provide these specialized engineering services.

These proposed service agreements will be used on an as-needed basis for a period of one (1) year with the option to extend for three (3) one-year terms, subject to annual renewals and approved budget appropriations. It is advantageous for the City to have a pre-qualified list of traffic engineers from which to select, to get budgeted projects completed. All City departments will be able to enter into individual Project Assignment Agreements with these engineering firms on an as-needed basis. The Public Works Department has numerous projects budgeted throughout upcoming fiscal years. There are also times when special funding (e.g. Legislative appropriations, New Mexico Department of Transportation, etc.) is made available to the City for specific projects. The funding sources often give strict timeframes within which improvements must be designed and constructed to secure the funding. By having a pre-qualified list of engineers, it will not be necessary to go through individual Request for Proposals to contract the necessary work for each individual project. These agreements will allow Public Works to contract with any one of the eight (8) pre-qualified firms. As a result, valuable time is saved in the design of each project and staff time can be used on other projects and in other capacities.

SUPPORT INFORMATION:

[Exhibit "A" 22-23-045 - Traffic Engineering Services - PSA - Bohannon Huston](#)

[Exhibit "B" 22-23-045 - Traffic Engineering Services - PSA - Horrocks](#)

[Exhibit "C" 22-23-045 - Traffic Engineering Services - PSA - Kimley-Horn](#)

[Exhibit "D" 22-23-045 - Traffic Engineering Services - PSA - Lee Engineering LLC](#)

[Exhibit "E" 22-23-045 - Traffic Engineering Services - PSA - Molzen Corbin](#)

[Exhibit "F" 22-23-045 - Traffic Engineering Services - PSA - Stantec](#)

[Exhibit "G" 22-23-045 - Traffic Engineering Services - PSA - WHPacific](#)

[Exhibit "H" 22-23-045 - Traffic Engineering Services - PSA - Wilson & Company](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

SAC

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Accounts will be assigned on an as-needed basis as projects are identified. Traffic engineering services will be limited to approved budgets.

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 award contracts to the eight (8) selected pre-qualified firms, to provide traffic engineering services for the City on an as-needed basis, to each firm for one (1) year with the option to extend for three (3) one-year terms, subject to annual renewals and approved budget appropriations.
2. Vote "No"; this will not approved the Resolution, and City Council will need to provide staff with alternate direction.
3. Vote to "Amend"; this could modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this could delay awarding contracts for traffic engineering services and prevent completion of budgeted projects.

RESOLUTION 24-010

A RESOLUTION TO AWARD INDEFINITE COST, INDEFINITE QUANTITY CONTRACTS FOR TRAFFIC ENGINEERING SERVICES ON AN AS-NEED BASIS TO BOHANNAN HUSTON, INC.; HORROCKS; KIMLEY-HORN AND ASSOCIATES, INC.; LEE ENGINEERING, LLC; MOLZEN CORBIN; STANTEC CONSULTING SERVICES, INC.; WHPACIFIC, INC.; AND WILSON & COMPANY, INC., FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 22-23-045).

The City Council is informed that:

WHEREAS, the Traffic Management program of the Public Works Department requested proposals for traffic engineering services; and

WHEREAS, these services are required to perform design functions that include, but are not limited, to the following; traffic engineering studies (statistical analysis, pedestrian counts, road studies, warrant studies, traffic impact analysis, operational and modeling studies), design and application of traffic control devices (signs, markings, traffic signals, traffic control systems and management, work zone traffic applications, railroad crossings), Intelligent Transportation Systems planning, implementation and design, geometric design for roadways and intersections, traffic signal timing and coordination studies, and traffic safety assessments and programs for all road users; and

WHEREAS, the purpose of the traffic engineering services Request for Proposals is to pre-qualify eight (8) engineering firms that can provide these specialized engineering services; and

WHEREAS, these agreements will be used on an as-needed basis for one (1) year with the option to extend for three (3) one-year terms, subject to annual renewals and approved budget appropriations; and

WHEREAS, the Purchasing program received eight (8) proposals that were evaluated and scored by the Selection Advisory Committee (SAC) on June 7, 2023; and

WHEREAS, the SAC is recommending aware to all eight (8) firms as follows: Bohannon Huston, Horrocks, Kimley-Horn and Associates, Inc., Lee Engineering, LLC, Molzen Corbin, Stantec Consulting, WHPacific, Inc., and Wilson & Company, Inc.

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

(I)

THAT the indefinite cost, indefinite-quantity contracts for traffic engineering services are hereby awarded to Bohannon Huston, Horrocks, Kimley-Horn and Associates, Inc., Lee Engineering, LLC, Molzen Corbin, Stantec Consulting, WHPacific, Inc., and Wilson & Company, Inc. as shown in Exhibits "A" through "H", respectively, attached hereto and made part of this resolution.

(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



CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Bohannon Huston, Inc., of 425 S. Telshor Blvd. Suite C103, Las Cruces, New Mexico, 88011, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Traffic Engineering Services on an as-needed basis via Project Assignment Agreement (Exhibit B) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.22-23-045, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2023 for a term of one year through June 30, 2024 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall

provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies. ..

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Soogyu Lee

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Wilson & Company, Inc.
 414 N. Main Street, Suite A
 Las Cruces, New Mexico 88001
 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

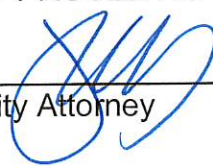
BY: _____
Edward Cordova
Vice President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 6/28/2023

City Attorney

EXHIBIT A

SERVICES

A. The scope of work will include but not be limited to the following:

DESIGN OF TRAFFIC CONTROL DEVICE PLANS

This work is for the preliminary engineering and design of traffic signals, Intelligent Transportation Systems (ITS) devices, signs, pavement markings/markers, guardrail, lighting, other safety improvements, and traffic management plans for maintenance of traffic during construction. The plans to be designed may need to be fully developed for immediate advertisement and installation, may require completing a design started by others or designing a plan that may be completed by others at a later date. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete traffic control device systems by contract including pay items and quantities. Existing or proposed plans will be provided if available. If, however, no plans are available, field investigation, survey, right of way research and verification of existing topography and equipment shall be conducted. This investigation shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design [roadway and/or traffic control devices (TCD)] and all information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision(s) or copied note(s). This area may also include possible assistance to Department designers by providing training and/or guidance in the development of traffic control device plans.

1) Signal plans

Individual intersection designs, for installation by our CLC traffic signal contractor, will frequently require geometric survey, utility location and/or right of way investigation prior to or during plan development. The right of way stage of the design process may frequently include coordination with property owners, on CLC's behalf. In addition, this work shall include, but shall not be limited to, such items as pole locations, phasing, color sequence and clearance charts, signal head placements, pedestrian facilities, wiring, conduit systems, electrical service (including working with

utilities to identify the power source), rights of entry, (including plat development) where necessary, summary of quantities and signal timings, both local and system.

2) Intelligent Transportation Systems (ITS) plans

This work is for the design of new ITS asset deployments, existing ITS asset relocations, upgrades to existing ITS asset deployments, fiber-optic and wireless communications design, and plans for traffic management during the associated installation processes. Designs for deployments will require geometric surveys, utility locations and/or right of way investigations prior to or during plan development. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete ITS assets by contract. Existing or proposed plans and architecture will be provided, if available. If no plans are available, field investigation, surveys, and verification of existing topography, equipment, and assets shall be conducted. These investigations shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design (roadway and/or TCD) and any additional information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision or copied note (i.e., Special Provisions and Copied Notes may need to be developed). Deliverables may include as-built plans.

3) Lighting Plans

This work is for the design of roadway lighting systems. The work may involve photometric analysis to investigate light intensity, gaps, or light disturbance to neighboring communities, preliminary design work including selection of pole and luminaire type, evaluation of lighting technologies such as LED lighting and lighting controls, pole location, electrical service and lighting control center, and the final plan sheet development. The work may also involve other analysis work such as crash and economic analysis to justify the installation of a lighting system.

4) Transportation Management Plans

Plan, design and develop transportation management plans (TMP) including Temporary Traffic Control and detour plans in support of transportation projects. Recommend various traffic management and operations, traffic control and public outreach strategies to manage traffic during construction. Operational analysis for TMPs may include data collection, modeling,

recommendations and development of a final report. Review of TMPs and related operational analysis plans prepared by others including summary report and mark-ups may also be required. Personnel assigned must have appropriate level of work zone traffic control certifications, including Level III-Advanced Work Zone Traffic Control.

TRAFFIC ENGINEERING ANALYSES AND STUDIES ANALYSES

This shall be the utilization of professional traffic engineering expertise to analyze traffic flow in highly congested or problem areas and to make recommendations to solve traffic operation problems and/or to improve traffic flow. The analyses should be based on State and Federal policies and regulations and accepted engineering principles and practices. The analyses should employ, as necessary, up-to-date traffic engineering tools, such as computer simulation models and may require extensive traffic data collection (speed, volume, classification, turning movements, and/or travel time runs). Additionally, structural (sign, signal, lighting) analyses which will involve both existing structures and those proposed for upcoming projects may be required. These analyses may include, but are not limited to, the review of required structures, related catalog cuts/shop drawings, and assisting with the development of proposed policies and specifications related to traffic control device structures.

1) Signal studies

This work may include the analysis of traffic and pedestrian data (directional flow volumes, crash statistics and/or speed samples) and the application of this data to traffic signal warrants outlined in the 2009 or current adopted edition of the MUTCD or Institute of Transportation Engineering (ITE) Manual of Transportation Engineering Studies. Studies may include, but not limited to, the collection of traffic data, field investigation, pertinent documentation to support the results of the analysis and recommendations based on results, traffic signal timing and phasing evaluations, calculation of yellow change and red clearance intervals (yellow and red), and development of coordinated system timing plans. Intersections may be studied to determine the need for the installation of a traffic signal, modification of an existing signal, or removal of an existing signal. The study may also provide a specific analysis of the location as related to Access Management Regulations. The Consultant may also be required to develop new signal warrant beyond those presented in the MUTCD, to develop of other intersection control evaluation criteria, or to develop criteria to determine signal operational parameters. It is expected that the consultant will

furnish all necessary equipment to perform any and all data collection activities; maintenance and repair of consultant equipment will be the responsibility of the consultant.

2) Traffic Signal System Coordination

This work involves conducting the necessary traffic data collection, computer simulation and analysis to develop coordinated timing plans for existing and proposed traffic signal systems along corridors. This effort may include recommending changes to existing time of day plans in a report, evaluating yellow and all red clearance intervals, and assisting CLC personnel with implementing new timing plans in field controllers. It also may require before and after evaluations of signal system performance.

3) Sign & Pavement Marking Studies

This work may involve the study of regulatory, warning and guide signs, logo signing and/or supplemental signing with regards to design requirements, field inventory, site assessments, sign quantities and recommendations. This work will also include the review of existing and recommended future pavement markings to include arrows, stop bars, lane lines, bike lane, reflective pavement markers, etc. Retro reflectivity reviews may also be required.

4) Safety studies

This work may involve the collection/review of accident data and/or speed data and the performance of operational analyses. This effort may include field investigations, research, summarization and/or recommendations regarding the specific issue(s) being reviewed and studied, cost estimates and calculation of Benefit-to-Cost, and the formal presentation of the results to the public and/or to political entities. The Consultant may be requested to lead a Road Safety Assessment (RSA) effort with participants to be identified by CLC.

- A. Stop Control Warrant Study
- B. Multi-Way Stop Control Warrant Study
- C. Traffic Signal Warrant Study
- D. Sight Distance (ISD, SSD, CST, etc.)
- E. Crosswalk Study

5) Lighting studies

This type of study shall analyze the need for roadway and/or interchange lighting based on the warrants as outlined in the latest edition of IES guidance. These studies may require data collection, field investigation, the necessary documentation to support the results of the analysis, any recommendations

regarding the need for lighting and the formal presentation of the results to the public and/or to political entities.

6) Speed Studies

This work involves conducting a speed study to determine the recommended speed limit for a section of roadway in reference to FHWA method and practice for setting speed limit. This effort may include field investigation, field data collection (speed samples, geometric features, number of access points, sight distance measurements, inventory of traffic control devices), analysis and recommendations.

7) Alternative Intersections/Interchanges Studies

This work involves conducting site specific engineering study to evaluate the feasibility and merits of non-traditional intersection design alternatives such as, but not limited to, roundabout and continuous flow intersections. This effort may include field data collection, field investigation, microscopic simulation analysis of different alternatives, and development of detailed recommendations and cost estimates.

8) Congestion and Performance Management

This work may involve the use of professional traffic engineering, data management and operations expertise to develop methodologies to calculate performance measures and calculation of measures; identify and quantify both temporally and spatially congested bottlenecks, segments, corridors and networks; recommend improvements to mitigate congestion including bottleneck improvement projects, active transportation and demand management projects, program and network level improvements. Recommendations should include analysis needed to estimate improvement and quantify Return on Investment.

9) Neighborhood traffic projects

This work will be the evaluation of a neighborhood to address its concerns regarding speed and/or volume of traffic passing through in compliance with latest edition of the CLC Municipal Code addressing the Neighborhood Traffic Calming Program. This evaluation will utilize CLC's traffic calming criteria which establishes threshold values in identifying a problem. The analysis may include the collection of data, field investigation, documentation to support the results of the evaluation, formal recommendations to address the concerns and the presentation of the results to the public and/or to political entities.

10) General studies

These studies may include assistance in reviewing current CLC policies, reviewing current practices, conducting additional traffic/and or multimodal transportation engineering studies (multimodal studies, etc.), updating specifications, reviewing industry best practices and other general traffic engineering/operations related studies. All of these efforts may include research, field investigation, data collection, engineering analysis, interfacing with District/Regional personnel and making recommendations for further development.

REVIEW OF PLANS AND TRAFFIC IMPACT ANALYSIS (TIA)

The consultant may be required to review the potential future changes in land use or transportation facilities. The studies outlining these changes will be primarily submitted by other engineering-consulting firms and are to be reviewed based on applicable CLC codes, approved planning documents, and policies and Institute of Transportation Engineers (ITE) guidelines. The evaluation of a traffic impact study could include data analysis, a site visit and/or a written summation. The consultant may also be required to review the traffic signal plans developed by other engineering firms or by Department staff based on MUTCD, CLC and NEC (National Electric Code) standards and guidelines and the review of simulation models. Review of sign and pavement marking plans may also be required. All plan reviews may include redlining of plans, site visits and/or written summations.

PUBLIC PARTICIPATION/INVOLVEMENT

The public involvement process must be organized to gather information within the City limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful. The public involvement effort must include general public and stakeholder meetings and City Staff meetings.

1) Kick-Off Meeting

The purpose of kick-off meetings will be to inform the public of the study and what the future impact may be on the area. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent City staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or City Staff shall provide the answers to the public during this meeting.

2) Stakeholder Interviews

The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the study for each project. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the study findings report. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4–6months, whichever is agreed upon by both parties. There shall be a link placed on the City website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or City Staff shall conduct these meetings with the public.

3) Public Workshops

The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the impact study report. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or City Staff shall conduct these meetings with the public.

4) Neighborhood Traffic Calming Program Meetings

The purpose of the Neighborhood Traffic Calming Program (NTCP) meeting is to discuss the results of the study and present proposal(s) for traffic calming measures to the neighborhood residents. During the meeting resident will have the opportunity to provide their input, discuss alternatives and vote on the acceptance of the proposed traffic calming measures.

5) Summary Report

The Consultant shall deliver a report to pertinent City Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the detailed report with pertinent City Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

B. Project Assignment Agreements

A Project Assignment Agreement for each specific project will be

negotiated and executed on a case- by-case basis and will include a cost proposal from the Engineer proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
 - a. Hourly rate for various types of services requested by the City
 - b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
 - c. A statement of the billing procedures including minimum billing units, if any.
 - d. Cost of sub-consultants, if any
3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, timeline, and method of payment. The Engineer may be required to supply to the City the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be on CD drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
 - i. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be on CD drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
 - Name, address and phone number of the responsible land surveyor.
 - Date of completion of survey.
 - Equipment used to conduct the Survey.
 - Horizontal and vertical control marks used to tie the survey to the City approved control.
 - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
 - ii. "RECORD DRAWINGS" shall be clearly labeled on each sheet.

- iii. Electronic file of traffic signal optimization software (i.e., SYNCHRO, or approved alternative)
- 3. Computer modeling shall be provided to the City in appropriate electronic format, if applicable. It shall include the entire model, including changes and a text summary (report) of the analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer modeling shall be provided using software approved by the City.
- 4. Project reports.
- 5. Any other item specified in the contract for that project.

REVISED 4.25.2023

ATTACHMENT C – COST PROPOSAL FORM **RFP 22-23-045 - Traffic Engineering Services**
(NOTE: This form shall not to be modified in any way)Consulting Firm Bohannon Huston, Inc.

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

ITEM No.	Item Description		
	PERSONNEL	Hourly Rate	
1	Principal Engineer	\$ 255 (E7)	
2	Project Engineer/Project Manager	\$ 195 (E5)	
3	Senior Engineer	\$ 170 (E4)	
4	Design Engineer	\$ 150 (E3)	
5	Engineer Intern	\$ 130 (E2)	
6	Engineering Technician	\$ 130 (ET7)	
7	Drafting Technician	\$ 115 (ET4)	
8	Survey Crew**	\$ 260++	
9	Construction Inspector/Observer	\$ 135 (CO6)	
10	Administrative/Clerical	\$ 90 (AP4)	
11	Field Testing and Investigations	\$ Case by case basis	
	DATA COLLECTION/TRAFFIC STUDIES (PER LOCATION/INTERSECTION)	Amount	Typical Minimum Completion Time (Working Days)
12	12-Hour Turning Movement Count/Pedestrian Count	\$ 1050+++	3 days from mobilization+
13	24-Hour Turning Movement Count/Pedestrian Count	\$ 2100+++	5 days from mobilization+
14	7-Day Bi-Directional Traffic Count with Classification and Speed Data	\$ 700+++	9 days from mobilization+
15	8- Hour Pedestrian Volume Count	\$ 750+++	3 days from mobilization+
16	Stop Control Warrant Study	\$ 2,000 plus applicable data collection	4 days+
17	Multi-Way Stop Control Warrant Study	\$ 2,500 plus applicable data collection	5 days+
18	Traffic Signal Warrant Study	\$ 5,000 plus applicable data collection	7 days+
19	Sight Distance Study (ISD, SSD, CST, etc.)	\$ 4,500 plus applicable data collection	7 days+
20	Signal Retiming – Major Intersections	\$ 5,500 plus applicable data collection	9 days+
21	Signal Retiming – Minor Intersections	\$ 3,500 plus applicable data collection	7 days+

Revised: January 2023

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22	Speed Zone Study	\$ 5,500 plus applicable data collection	12 days+
23	Pedestrian Hybrid Beacon Warrant Study	\$ 11,000 plus applicable data collection	15 days+
	MATERIALS / REIMBURSABLE EXPENSES/Travel		
24	Per Diem (per day) – Pre-Approval Required	<u>City of Las Cruces Rate</u>	
25	Vehicle Mileage Rate (per mile)	<u>Current IRS Rate</u>	
	Reproduction Services	Unit Rate	
26	Black and White Copies (per copy)	\$ Invoiced at cost	
27	Color Copies (per copy)	\$ Invoiced at cost	
28	Prints 24x36 (per sheet)	\$ Invoiced at cost	
29	Mylars 24x36 (per sheet)	\$ Invoiced at cost	
30	Photo Quality Plots (per plot)	\$ Invoiced at cost	
	MISCELLANEOUS		
31	Any other costs incurred	<u>Case by Case Basis</u>	

*Rates are to include all overhead costs and any and all assessment expenses

**Survey Crew Rates are to include GPS and Total Station Equipment

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

- +Time shown reflects minimum time to complete task and does not include advanced scheduling with vendor
- ++Standard survey equipment included, drones or scanning equipment excluded
- +++Costs shown are vendor provided for data collection labor and do not include mobilization or mileage, which are task specific. Plus subconsultant coordination time.

EXHIBIT B

PROJECT ASSIGNMENT AGREEMENT TEMPLATE



CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

22-23-045 TRAFFIC ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 22-23-045 dated _____, 20__ between the CITY and Bohannan Huston, Inc., (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20__, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 22-23-045 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.
2. The estimated completion date is **number** days after a Notice to Proceed is issued by the CITY to the ENGINEER.
3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of **\$dollars.cents**, plus NMGR. Invoices issued by the ENGINEER shall be made **monthly / upon completion of project** with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

BOHANNAN HUSTON, INC.

CITY OF LAS CRUCES

By: _____
Signature Date

By: _____
Signature Date

Print Name and Title

Alicia Hernandez, Purchasing Manager

Requisition No. **XXXXXXXX**

ATTACHMENT A

INSURANCE DOCUMENTS

 CITY OF LAS CRUCES
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1ST day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Horrocks, of 555 S. Telshor Blvd., Suite 300B, Las Cruces, NM, 88011, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Traffic Engineering Services on an as-needed basis via Project Assignment Agreement (Exhibit B) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.22-23-045, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully,

and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2023 for a term of one year through June 30, 2024 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR

to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Soogyu Lee

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Horrocks
 555 S. Telshor Blvd., Suite 300B
 Las Cruces, New Mexico 88011
 ATTENTION: Habib Ali-Khalil

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

BY: _____
Edward Cordova
Vice President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

City Attorney  6/22/2023

EXHIBIT A

SERVICES

A. The scope of work will include but not be limited to the following:

DESIGN OF TRAFFIC CONTROL DEVICE PLANS

This work is for the preliminary engineering and design of traffic signals, Intelligent Transportation Systems (ITS) devices, signs, pavement markings/markers, guardrail, lighting, other safety improvements, and traffic management plans for maintenance of traffic during construction. The plans to be designed may need to be fully developed for immediate advertisement and installation, may require completing a design started by others or designing a plan that may be completed by others at a later date. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete traffic control device systems by contract including pay items and quantities. Existing or proposed plans will be provided if available. If, however, no plans are available, field investigation, survey, right of way research and verification of existing topography and equipment shall be conducted. This investigation shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design [roadway and/or traffic control devices (TCD)] and all information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision(s) or copied note(s). This area may also include possible assistance to Department designers by providing training and/or guidance in the development of traffic control device plans.

1) Signal plans

Individual intersection designs, for installation by our CLC traffic signal contractor, will frequently require geometric survey, utility location and/or right of way investigation prior to or during plan development. The right of way stage of the design process may frequently include coordination with property owners, on CLC's behalf. In addition, this work shall include, but shall not be limited to, such items as pole locations, phasing, color sequence and clearance charts, signal head placements, pedestrian facilities, wiring, conduit systems, electrical service (including working with

utilities to identify the power source), rights of entry, (including plat development) where necessary, summary of quantities and signal timings, both local and system.

2) Intelligent Transportation Systems (ITS) plans

This work is for the design of new ITS asset deployments, existing ITS asset relocations, upgrades to existing ITS asset deployments, fiber-optic and wireless communications design, and plans for traffic management during the associated installation processes. Designs for deployments will require geometric surveys, utility locations and/or right of way investigations prior to or during plan development. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete ITS assets by contract. Existing or proposed plans and architecture will be provided, if available. If no plans are available, field investigation, surveys, and verification of existing topography, equipment, and assets shall be conducted. These investigations shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design (roadway and/or TCD) and any additional information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision or copied note (i.e., Special Provisions and Copied Notes may need to be developed). Deliverables may include as-built plans.

3) Lighting Plans

This work is for the design of roadway lighting systems. The work may involve photometric analysis to investigate light intensity, gaps, or light disturbance to neighboring communities, preliminary design work including selection of pole and luminaire type, evaluation of lighting technologies such as LED lighting and lighting controls, pole location, electrical service and lighting control center, and the final plan sheet development. The work may also involve other analysis work such as crash and economic analysis to justify the installation of a lighting system.

4) Transportation Management Plans

Plan, design and develop transportation management plans (TMP) including Temporary Traffic Control and detour plans in support of transportation projects. Recommend various traffic management and operations, traffic control and public outreach strategies to manage traffic during construction. Operational analysis for TMPs may include data collection, modeling,

recommendations and development of a final report. Review of TMPs and related operational analysis plans prepared by others including summary report and mark-ups may also be required. Personnel assigned must have appropriate level of work zone traffic control certifications, including Level III-Advanced Work Zone Traffic Control.

TRAFFIC ENGINEERING ANALYSES AND STUDIES ANALYSES

This shall be the utilization of professional traffic engineering expertise to analyze traffic flow in highly congested or problem areas and to make recommendations to solve traffic operation problems and/or to improve traffic flow. The analyses should be based on State and Federal policies and regulations and accepted engineering principles and practices. The analyses should employ, as necessary, up-to-date traffic engineering tools, such as computer simulation models and may require extensive traffic data collection (speed, volume, classification, turning movements, and/or travel time runs). Additionally, structural (sign, signal, lighting) analyses which will involve both existing structures and those proposed for upcoming projects may be required. These analyses may include, but are not limited to, the review of required structures, related catalog cuts/shop drawings, and assisting with the development of proposed policies and specifications related to traffic control device structures.

1) Signal studies

This work may include the analysis of traffic and pedestrian data (directional flow volumes, crash statistics and/or speed samples) and the application of this data to traffic signal warrants outlined in the 2009 or current adopted edition of the MUTCD or Institute of Transportation Engineering (ITE) Manual of Transportation Engineering Studies. Studies may include, but not limited to, the collection of traffic data, field investigation, pertinent documentation to support the results of the analysis and recommendations based on results, traffic signal timing and phasing evaluations, calculation of yellow change and red clearance intervals (yellow and red), and development of coordinated system timing plans. Intersections may be studied to determine the need for the installation of a traffic signal, modification of an existing signal, or removal of an existing signal. The study may also provide a specific analysis of the location as related to Access Management Regulations. The Consultant may also be required to develop new signal warrant beyond those presented in the MUTCD, to develop of other intersection control evaluation criteria, or to develop criteria to determine signal operational parameters. It is expected that the consultant will

furnish all necessary equipment to perform any and all data collection activities; maintenance and repair of consultant equipment will be the responsibility of the consultant.

2) Traffic Signal System Coordination

This work involves conducting the necessary traffic data collection, computer simulation and analysis to develop coordinated timing plans for existing and proposed traffic signal systems along corridors. This effort may include recommending changes to existing time of day plans in a report, evaluating yellow and all red clearance intervals, and assisting CLC personnel with implementing new timing plans in field controllers. It also may require before and after evaluations of signal system performance.

3) Sign & Pavement Marking Studies

This work may involve the study of regulatory, warning and guide signs, logo signing and/or supplemental signing with regards to design requirements, field inventory, site assessments, sign quantities and recommendations. This work will also include the review of existing and recommended future pavement markings to include arrows, stop bars, lane lines, bike lane, reflective pavement markers, etc. Retro reflectivity reviews may also be required.

4) Safety studies

This work may involve the collection/review of accident data and/or speed data and the performance of operational analyses. This effort may include field investigations, research, summarization and/or recommendations regarding the specific issue(s) being reviewed and studied, cost estimates and calculation of Benefit-to-Cost, and the formal presentation of the results to the public and/or to political entities. The Consultant may be requested to lead a Road Safety Assessment (RSA) effort with participants to be identified by CLC.

- A. Stop Control Warrant Study
- B. Multi-Way Stop Control Warrant Study
- C. Traffic Signal Warrant Study
- D. Sight Distance (ISD, SSD, CST, etc.)
- E. Crosswalk Study

5) Lighting studies

This type of study shall analyze the need for roadway and/or interchange lighting based on the warrants as outlined in the latest edition of IES guidance. These studies may require data collection, field investigation, the necessary documentation to support the results of the analysis, any recommendations

regarding the need for lighting and the formal presentation of the results to the public and/or to political entities.

6) Speed Studies

This work involves conducting a speed study to determine the recommended speed limit for a section of roadway in reference to FHWA method and practice for setting speed limit. This effort may include field investigation, field data collection (speed samples, geometric features, number of access points, sight distance measurements, inventory of traffic control devices), analysis and recommendations.

7) Alternative Intersections/Interchanges Studies

This work involves conducting site specific engineering study to evaluate the feasibility and merits of non-traditional intersection design alternatives such as, but not limited to, roundabout and continuous flow intersections. This effort may include field data collection, field investigation, microscopic simulation analysis of different alternatives, and development of detailed recommendations and cost estimates.

8) Congestion and Performance Management

This work may involve the use of professional traffic engineering, data management and operations expertise to develop methodologies to calculate performance measures and calculation of measures; identify and quantify both temporally and spatially congested bottlenecks, segments, corridors and networks; recommend improvements to mitigate congestion including bottleneck improvement projects, active transportation and demand management projects, program and network level improvements. Recommendations should include analysis needed to estimate improvement and quantify Return on Investment.

9) Neighborhood traffic projects

This work will be the evaluation of a neighborhood to address its concerns regarding speed and/or volume of traffic passing through in compliance with latest edition of the CLC Municipal Code addressing the Neighborhood Traffic Calming Program. This evaluation will utilize CLC's traffic calming criteria which establishes threshold values in identifying a problem. The analysis may include the collection of data, field investigation, documentation to support the results of the evaluation, formal recommendations to address the concerns and the presentation of the results to the public and/or to political entities.

10) General studies

These studies may include assistance in reviewing current CLC policies, reviewing current practices, conducting additional traffic/and or multimodal transportation engineering studies (multimodal studies, etc.), updating specifications, reviewing industry best practices and other general traffic engineering/operations related studies. All of these efforts may include research, field investigation, data collection, engineering analysis, interfacing with District/Regional personnel and making recommendations for further development.

REVIEW OF PLANS AND TRAFFIC IMPACT ANALYSIS (TIA)

The consultant may be required to review the potential future changes in land use or transportation facilities. The studies outlining these changes will be primarily submitted by other engineering-consulting firms and are to be reviewed based on applicable CLC codes, approved planning documents, and policies and Institute of Transportation Engineers (ITE) guidelines. The evaluation of a traffic impact study could include data analysis, a site visit and/or a written summation. The consultant may also be required to review the traffic signal plans developed by other engineering firms or by Department staff based on MUTCD, CLC and NEC (National Electric Code) standards and guidelines and the review of simulation models. Review of sign and pavement marking plans may also be required. All plan reviews may include redlining of plans, site visits and/or written summations.

PUBLIC PARTICIPATION/INVOLVEMENT

The public involvement process must be organized to gather information within the City limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful. The public involvement effort must include general public and stakeholder meetings and City Staff meetings.

1) Kick-Off Meeting

The purpose of kick-off meetings will be to inform the public of the study and what the future impact may be on the area. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent City staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or City Staff shall provide the answers to the public during this meeting.

2) Stakeholder Interviews

The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the study for each project. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the study findings report. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4–6months, whichever is agreed upon by both parties. There shall be a link placed on the City website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or City Staff shall conduct these meetings with the public.

3) Public Workshops

The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the impact study report. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or City Staff shall conduct these meetings with the public.

4) Neighborhood Traffic Calming Program Meetings

The purpose of the Neighborhood Traffic Calming Program (NTCP) meeting is to discuss the results of the study and present proposal(s) for traffic calming measures to the neighborhood residents. During the meeting resident will have the opportunity to provide their input, discuss alternatives and vote on the acceptance of the proposed traffic calming measures.

5) Summary Report

The Consultant shall deliver a report to pertinent City Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the detailed report with pertinent City Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

B. Project Assignment Agreements

A Project Assignment Agreement for each specific project will be

negotiated and executed on a case- by-case basis and will include a cost proposal from the Engineer proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
 - a. Hourly rate for various types of services requested by the City
 - b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
 - c. A statement of the billing procedures including minimum billing units, if any.
 - d. Cost of sub-consultants, if any
3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, timeline, and method of payment. The Engineer may be required to supply to the City the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be on CD drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
 - i. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be on CD drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
 - Name, address and phone number of the responsible land surveyor.
 - Date of completion of survey.
 - Equipment used to conduct the Survey.
 - Horizontal and vertical control marks used to tie the survey to the City approved control.
 - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
 - ii. "RECORD DRAWINGS" shall be clearly labeled on each sheet.

- iii. Electronic file of traffic signal optimization software
(i.e., SYNCHRO, or approved alternative)
- 3. Computer modeling shall be provided to the City in appropriate electronic format, if applicable. It shall include the entire model, including changes and a text summary (report) of the analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer modeling shall be provided using software approved by the City.
- 4. Project reports.
- 5. Any other item specified in the contract for that project.

ATTACHMENT C – COST PROPOSAL FORM **RFP 22-23-045 - Traffic Engineering Services**
(NOTE: This form shall not to be modified in any way)Consulting Firm Horrocks Engineers

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

ITEM No.	Item Description		
	PERSONNEL	Hourly Rate	
1	Principal Engineer	\$270	N/A
2	Project Engineer/Project Manager	\$196	N/A
3	Senior Engineer	\$213	N/A
4	Design Engineer	\$151	N/A
5	Engineer Intern	\$124	N/A
6	Engineering Technician	\$100	N/A
7	Drafting Technician	\$120	N/A
8	Survey Crew**	\$115	N/A
9	Construction Inspector/Observer	\$100	N/A
10	Administrative/Clerical	\$86	N/A
11	Field Testing and Investigations	\$100	N/A
	DATA COLLECTION/TRAFFIC STUDIES (PER LOCATION/INTERSECTION)	Amount	Typical Minimum Completion Time (Working Days)
12	12-Hour Turning Movement Count/Pedestrian Count	\$1,200 per Intersection	10 Days (Collect, Post Process & QC Only)
13	24-Hour Turning Movement Count/Pedestrian Count	\$1,800 per Intersection	10 Days (Collect, Post Process & QC Only)
14	7-Day Bi-Directional Traffic Count with Classification and Speed Data	\$600 per Directional Lane or Segment	15 Days (Collect, Post Process & QC Only)
15	8-Hour Pedestrian Volume Count	\$800/Location	7 Days (Collect, Post Process & QC Only)
16	Stop Control Warrant Study	\$3,500 per Intersection	20 Days (Data Collect, Analysis, Sum)
17	Multi-Way Stop Control Warrant Study	\$5,000 per Intersection	20 Days (Data Collect, Analysis, Sum)
18	Traffic Signal Warrant Study	\$7,500 per Intersection	20 Days (Data Collect, Analysis, Sum)
19	Sight Distance Study (ISD, SSD, CST, etc.)	\$3,500 per Location	10 Days (Field, Analysis, Sum)
20	Signal Retiming – Major Intersections	\$3,000 per Intersection	15 Days (Data Collect & Model Analysis)
21	Signal Retiming – Minor Intersections	\$3,000 per Intersection	15 Days (Data Collect & Model Analysis)

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22	Speed Zone Study	\$ 2,500 per Location	10 Days (Field, Analysis, Sum)
23	Pedestrian Hybrid Beacon Warrant Study	\$ 7,500 per Crossing Site	20 Days (Data Collect, Analysis, Sum)
	MATERIALS / REIMBURSABLE EXPENSES/Travel		
24	Per Diem (per day) – Pre-Approval Required	<u>City of Las Cruces Rate</u>	N/A
25	Vehicle Mileage Rate (per mile)	<u>Current IRS Rate</u>	N/A
	Reproduction Services	Unit Rate	
26	Black and White Copies (per copy)	\$ at cost	N/A
27	Color Copies (per copy)	\$ at cost	N/A
28	Prints 24x36 (per sheet)	\$ at cost	N/A
29	Mylars 24x36 (per sheet)	\$ at cost	N/A
30	Photo Quality Plots (per plot)	\$ at cost	N/A
	MISCELLANEOUS		
31	Any other costs incurred	<u>Case by Case Basis</u>	

*Rates are to include all overhead costs and any and all assessment expenses

**Survey Crew Rates are to include GPS and Total Station Equipment

Notes:

1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

EXHIBIT B

PROJECT ASSIGNMENT AGREEMENT TEMPLATE



CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

22-23-045 TRAFFIC ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 22-23-045 dated _____, 20__ between the CITY and Horrocks, (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20__, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 22-23-045 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.
2. The estimated completion date is **number** days after a Notice to Proceed is issued by the CITY to the ENGINEER.
3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of **\$dollars.cents**, plus NMGRT. Invoices issued by the ENGINEER shall be made **monthly / upon completion of project** with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

HORROCKS

CITY OF LAS CRUCES

By: _____
Signature Date

By: _____
Signature Date

Print Name and Title

Alicia Hernandez, Purchasing Manager

Requisition No. **XXXXXXXX**

ATTACHMENT A

INSURANCE DOCUMENTS

 CITY OF LAS CRUCES
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1ST day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Kimley-Horn and Associates, Inc., of 1001 West Southern Avenue, Suite 131, Mesa, Arizona, 85210, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Traffic Engineering Services on an as-needed basis via Project Assignment Agreement (Exhibit B) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.22-23-045, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2023 for a term of one year through June 30, 2024 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall

provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies. ..

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Soogyu Lee

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Wilson & Company, Inc.
 414 N. Main Street, Suite A
 Las Cruces, New Mexico 88001
 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

BY: _____
Edward Cordova
Vice President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 6/22/2023

City Attorney

EXHIBIT A

SERVICES

A. The scope of work will include but not be limited to the following:

DESIGN OF TRAFFIC CONTROL DEVICE PLANS

This work is for the preliminary engineering and design of traffic signals, Intelligent Transportation Systems (ITS) devices, signs, pavement markings/markers, guardrail, lighting, other safety improvements, and traffic management plans for maintenance of traffic during construction. The plans to be designed may need to be fully developed for immediate advertisement and installation, may require completing a design started by others or designing a plan that may be completed by others at a later date. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete traffic control device systems by contract including pay items and quantities. Existing or proposed plans will be provided if available. If, however, no plans are available, field investigation, survey, right of way research and verification of existing topography and equipment shall be conducted. This investigation shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design [roadway and/or traffic control devices (TCD)] and all information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision(s) or copied note(s). This area may also include possible assistance to Department designers by providing training and/or guidance in the development of traffic control device plans.

1) Signal plans

Individual intersection designs, for installation by our CLC traffic signal contractor, will frequently require geometric survey, utility location and/or right of way investigation prior to or during plan development. The right of way stage of the design process may frequently include coordination with property owners, on CLC's behalf. In addition, this work shall include, but shall not be limited to, such items as pole locations, phasing, color sequence and clearance charts, signal head placements, pedestrian facilities, wiring, conduit systems, electrical service (including working with

utilities to identify the power source), rights of entry, (including plat development) where necessary, summary of quantities and signal timings, both local and system.

2) Intelligent Transportation Systems (ITS) plans

This work is for the design of new ITS asset deployments, existing ITS asset relocations, upgrades to existing ITS asset deployments, fiber-optic and wireless communications design, and plans for traffic management during the associated installation processes. Designs for deployments will require geometric surveys, utility locations and/or right of way investigations prior to or during plan development. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete ITS assets by contract. Existing or proposed plans and architecture will be provided, if available. If no plans are available, field investigation, surveys, and verification of existing topography, equipment, and assets shall be conducted. These investigations shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design (roadway and/or TCD) and any additional information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision or copied note (i.e., Special Provisions and Copied Notes may need to be developed). Deliverables may include as-built plans.

3) Lighting Plans

This work is for the design of roadway lighting systems. The work may involve photometric analysis to investigate light intensity, gaps, or light disturbance to neighboring communities, preliminary design work including selection of pole and luminaire type, evaluation of lighting technologies such as LED lighting and lighting controls, pole location, electrical service and lighting control center, and the final plan sheet development. The work may also involve other analysis work such as crash and economic analysis to justify the installation of a lighting system.

4) Transportation Management Plans

Plan, design and develop transportation management plans (TMP) including Temporary Traffic Control and detour plans in support of transportation projects. Recommend various traffic management and operations, traffic control and public outreach strategies to manage traffic during construction. Operational analysis for TMPs may include data collection, modeling,

recommendations and development of a final report. Review of TMPs and related operational analysis plans prepared by others including summary report and mark-ups may also be required. Personnel assigned must have appropriate level of work zone traffic control certifications, including Level III-Advanced Work Zone Traffic Control.

TRAFFIC ENGINEERING ANALYSES AND STUDIES ANALYSES

This shall be the utilization of professional traffic engineering expertise to analyze traffic flow in highly congested or problem areas and to make recommendations to solve traffic operation problems and/or to improve traffic flow. The analyses should be based on State and Federal policies and regulations and accepted engineering principles and practices. The analyses should employ, as necessary, up-to-date traffic engineering tools, such as computer simulation models and may require extensive traffic data collection (speed, volume, classification, turning movements, and/or travel time runs). Additionally, structural (sign, signal, lighting) analyses which will involve both existing structures and those proposed for upcoming projects may be required. These analyses may include, but are not limited to, the review of required structures, related catalog cuts/shop drawings, and assisting with the development of proposed policies and specifications related to traffic control device structures.

1) Signal studies

This work may include the analysis of traffic and pedestrian data (directional flow volumes, crash statistics and/or speed samples) and the application of this data to traffic signal warrants outlined in the 2009 or current adopted edition of the MUTCD or Institute of Transportation Engineering (ITE) Manual of Transportation Engineering Studies. Studies may include, but not limited to, the collection of traffic data, field investigation, pertinent documentation to support the results of the analysis and recommendations based on results, traffic signal timing and phasing evaluations, calculation of yellow change and red clearance intervals (yellow and red), and development of coordinated system timing plans. Intersections may be studied to determine the need for the installation of a traffic signal, modification of an existing signal, or removal of an existing signal. The study may also provide a specific analysis of the location as related to Access Management Regulations. The Consultant may also be required to develop new signal warrant beyond those presented in the MUTCD, to develop of other intersection control evaluation criteria, or to develop criteria to determine signal operational parameters. It is expected that the consultant will

furnish all necessary equipment to perform any and all data collection activities; maintenance and repair of consultant equipment will be the responsibility of the consultant.

2) Traffic Signal System Coordination

This work involves conducting the necessary traffic data collection, computer simulation and analysis to develop coordinated timing plans for existing and proposed traffic signal systems along corridors. This effort may include recommending changes to existing time of day plans in a report, evaluating yellow and all red clearance intervals, and assisting CLC personnel with implementing new timing plans in field controllers. It also may require before and after evaluations of signal system performance.

3) Sign & Pavement Marking Studies

This work may involve the study of regulatory, warning and guide signs, logo signing and/or supplemental signing with regards to design requirements, field inventory, site assessments, sign quantities and recommendations. This work will also include the review of existing and recommended future pavement markings to include arrows, stop bars, lane lines, bike lane, reflective pavement markers, etc. Retro reflectivity reviews may also be required.

4) Safety studies

This work may involve the collection/review of accident data and/or speed data and the performance of operational analyses. This effort may include field investigations, research, summarization and/or recommendations regarding the specific issue(s) being reviewed and studied, cost estimates and calculation of Benefit-to-Cost, and the formal presentation of the results to the public and/or to political entities. The Consultant may be requested to lead a Road Safety Assessment (RSA) effort with participants to be identified by CLC.

- A. Stop Control Warrant Study
- B. Multi-Way Stop Control Warrant Study
- C. Traffic Signal Warrant Study
- D. Sight Distance (ISD, SSD, CST, etc.)
- E. Crosswalk Study

5) Lighting studies

This type of study shall analyze the need for roadway and/or interchange lighting based on the warrants as outlined in the latest edition of IES guidance. These studies may require data collection, field investigation, the necessary documentation to support the results of the analysis, any recommendations

regarding the need for lighting and the formal presentation of the results to the public and/or to political entities.

6) Speed Studies

This work involves conducting a speed study to determine the recommended speed limit for a section of roadway in reference to FHWA method and practice for setting speed limit. This effort may include field investigation, field data collection (speed samples, geometric features, number of access points, sight distance measurements, inventory of traffic control devices), analysis and recommendations.

7) Alternative Intersections/Interchanges Studies

This work involves conducting site specific engineering study to evaluate the feasibility and merits of non-traditional intersection design alternatives such as, but not limited to, roundabout and continuous flow intersections. This effort may include field data collection, field investigation, microscopic simulation analysis of different alternatives, and development of detailed recommendations and cost estimates.

8) Congestion and Performance Management

This work may involve the use of professional traffic engineering, data management and operations expertise to develop methodologies to calculate performance measures and calculation of measures; identify and quantify both temporally and spatially congested bottlenecks, segments, corridors and networks; recommend improvements to mitigate congestion including bottleneck improvement projects, active transportation and demand management projects, program and network level improvements. Recommendations should include analysis needed to estimate improvement and quantify Return on Investment.

9) Neighborhood traffic projects

This work will be the evaluation of a neighborhood to address its concerns regarding speed and/or volume of traffic passing through in compliance with latest edition of the CLC Municipal Code addressing the Neighborhood Traffic Calming Program. This evaluation will utilize CLC's traffic calming criteria which establishes threshold values in identifying a problem. The analysis may include the collection of data, field investigation, documentation to support the results of the evaluation, formal recommendations to address the concerns and the presentation of the results to the public and/or to political entities.

10) General studies

These studies may include assistance in reviewing current CLC policies, reviewing current practices, conducting additional traffic/and or multimodal transportation engineering studies (multimodal studies, etc.), updating specifications, reviewing industry best practices and other general traffic engineering/operations related studies. All of these efforts may include research, field investigation, data collection, engineering analysis, interfacing with District/Regional personnel and making recommendations for further development.

REVIEW OF PLANS AND TRAFFIC IMPACT ANALYSIS (TIA)

The consultant may be required to review the potential future changes in land use or transportation facilities. The studies outlining these changes will be primarily submitted by other engineering-consulting firms and are to be reviewed based on applicable CLC codes, approved planning documents, and policies and Institute of Transportation Engineers (ITE) guidelines. The evaluation of a traffic impact study could include data analysis, a site visit and/or a written summation. The consultant may also be required to review the traffic signal plans developed by other engineering firms or by Department staff based on MUTCD, CLC and NEC (National Electric Code) standards and guidelines and the review of simulation models. Review of sign and pavement marking plans may also be required. All plan reviews may include redlining of plans, site visits and/or written summations.

PUBLIC PARTICIPATION/INVOLVEMENT

The public involvement process must be organized to gather information within the City limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful. The public involvement effort must include general public and stakeholder meetings and City Staff meetings.

1) Kick-Off Meeting

The purpose of kick-off meetings will be to inform the public of the study and what the future impact may be on the area. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent City staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or City Staff shall provide the answers to the public during this meeting.

2) Stakeholder Interviews

The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the study for each project. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the study findings report. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4–6months, whichever is agreed upon by both parties. There shall be a link placed on the City website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or City Staff shall conduct these meetings with the public.

3) Public Workshops

The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the impact study report. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or City Staff shall conduct these meetings with the public.

4) Neighborhood Traffic Calming Program Meetings

The purpose of the Neighborhood Traffic Calming Program (NTCP) meeting is to discuss the results of the study and present proposal(s) for traffic calming measures to the neighborhood residents. During the meeting resident will have the opportunity to provide their input, discuss alternatives and vote on the acceptance of the proposed traffic calming measures.

5) Summary Report

The Consultant shall deliver a report to pertinent City Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the detailed report with pertinent City Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

B. Project Assignment Agreements

A Project Assignment Agreement for each specific project will be

negotiated and executed on a case- by-case basis and will include a cost proposal from the Engineer proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
 - a. Hourly rate for various types of services requested by the City
 - b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
 - c. A statement of the billing procedures including minimum billing units, if any.
 - d. Cost of sub-consultants, if any
3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, timeline, and method of payment. The Engineer may be required to supply to the City the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be on CD drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
 - i. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be on CD drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
 - Name, address and phone number of the responsible land surveyor.
 - Date of completion of survey.
 - Equipment used to conduct the Survey.
 - Horizontal and vertical control marks used to tie the survey to the City approved control.
 - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
 - ii. "RECORD DRAWINGS" shall be clearly labeled on each sheet.

- iii. Electronic file of traffic signal optimization software
(i.e., SYNCHRO, or approved alternative)
- 3. Computer modeling shall be provided to the City in appropriate electronic format, if applicable. It shall include the entire model, including changes and a text summary (report) of the analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer modeling shall be provided using software approved by the City.
- 4. Project reports.
- 5. Any other item specified in the contract for that project.

ATTACHMENT C – COST PROPOSAL FORM **RFP 22-23-045 - Traffic Engineering Services**
(NOTE: This form shall not to be modified in any way)Consulting Firm Kimley-Horn and Associates, Inc.

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

ITEM No.	Item Description		
	PERSONNEL	Hourly Rate	
1	Principal Engineer	\$ 325	
2	Project Engineer/Project Manager	\$ 280	
3	Senior Engineer	\$ 250	
4	Design Engineer	\$ 195	
5	Engineer Intern	\$ 165	
6	Engineering Technician	\$ 140	
7	Drafting Technician	\$ N/A	
8	Survey Crew**	\$ N/A	
9	Construction Inspector/Observer	\$ N/A	
10	Administrative/Clerical	\$ 125	
11	Field Testing and Investigations	\$ N/A	
	DATA COLLECTION/TRAFFIC STUDIES (PER LOCATION/INTERSECTION)	Amount	Typical Minimum Completion Time (Working Days)
12	12-Hour Turning Movement Count/Pedestrian Count	\$ 1,550	2
13	24-Hour Turning Movement Count/Pedestrian Count	\$ 2,450	3
14	7-Day Bi-Directional Traffic Count with Classification and Speed Data	\$ 1,000	3
15	8- Hour Pedestrian Volume Count	\$ 1,050	2
16	Stop Control Warrant Study	\$ 5,755	15
17	Multi-Way Stop Control Warrant Study	\$ 5,805	15
18	Traffic Signal Warrant Study	\$ 6,830	15
19	Sight Distance Study (ISD, SSD, CST, etc.)	\$ 15,445	12
20	Signal Retiming – Major Intersections	\$ 5,455	7
21	Signal Retiming – Minor Intersections	\$ 5,455	7

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22	Speed Zone Study	\$ 4,905	10
23	Pedestrian Hybrid Beacon Warrant Study	\$ 6,055	15
	MATERIALS / REIMBURSABLE EXPENSES/Travel		
24	Per Diem (per day) – Pre-Approval Required	<u>City of Las Cruces Rate</u>	
25	Vehicle Mileage Rate (per mile)	<u>Current IRS Rate</u>	
	Reproduction Services	Unit Rate	
26	Black and White Copies (per copy)	\$ No Charge	
27	Color Copies (per copy)	\$ No Charge	
28	Prints 24x36 (per sheet)	\$ No Charge	
29	Mylars 24x36 (per sheet)	\$ No Charge	
30	Photo Quality Plots (per plot)	\$ 2.00	
	MISCELLANEOUS		
31	Any other costs incurred	<u>Case by Case Basis</u>	

*Rates are to include all overhead costs and any and all assessment expenses

**Survey Crew Rates are to include GPS and Total Station Equipment

Notes:

1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

EXHIBIT B

PROJECT ASSIGNMENT AGREEMENT TEMPLATE CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT
22-23-045 TRAFFIC ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 22-23-045 dated _____, 20__ between the CITY and Kimley-Horn and Associates, Inc., (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20__, as follows:

- 1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 22-23-045 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.
- 2. The estimated completion date is **number** days after a Notice to Proceed is issued by the CITY to the ENGINEER.
- 3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of **\$dollars.cents**, plus NMGR. Invoices issued by the ENGINEER shall be made **monthly / upon completion of project** with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF LAS CRUCES

By: _____
Signature Date

By: _____
Signature Date

Print Name and Title

Alicia Hernandez, Purchasing Manager

Requisition No. **XXXXXXXX**

ATTACHMENT A

INSURANCE DOCUMENTS

 CITY OF LAS CRUCES
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1ST day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Lee Engineering, LLC, of 1990 E. Lohman Avenue, Las Cruces, New Mexico, 88001, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Traffic Engineering Services on an as-needed basis via Project Assignment Agreement (Exhibit B) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.22-23-045, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2023 for a term of one year through June 30, 2024 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall

provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies. ..

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Soogyu Lee

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Wilson & Company, Inc.
 414 N. Main Street, Suite A
 Las Cruces, New Mexico 88001
 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

BY: _____
Edward Cordova
Vice President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 6/22/2023

City Attorney

EXHIBIT A

SERVICES

A. The scope of work will include but not be limited to the following:

DESIGN OF TRAFFIC CONTROL DEVICE PLANS

This work is for the preliminary engineering and design of traffic signals, Intelligent Transportation Systems (ITS) devices, signs, pavement markings/markers, guardrail, lighting, other safety improvements, and traffic management plans for maintenance of traffic during construction. The plans to be designed may need to be fully developed for immediate advertisement and installation, may require completing a design started by others or designing a plan that may be completed by others at a later date. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete traffic control device systems by contract including pay items and quantities. Existing or proposed plans will be provided if available. If, however, no plans are available, field investigation, survey, right of way research and verification of existing topography and equipment shall be conducted. This investigation shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design [roadway and/or traffic control devices (TCD)] and all information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision(s) or copied note(s). This area may also include possible assistance to Department designers by providing training and/or guidance in the development of traffic control device plans.

1) Signal plans

Individual intersection designs, for installation by our CLC traffic signal contractor, will frequently require geometric survey, utility location and/or right of way investigation prior to or during plan development. The right of way stage of the design process may frequently include coordination with property owners, on CLC's behalf. In addition, this work shall include, but shall not be limited to, such items as pole locations, phasing, color sequence and clearance charts, signal head placements, pedestrian facilities, wiring, conduit systems, electrical service (including working with

utilities to identify the power source), rights of entry, (including plat development) where necessary, summary of quantities and signal timings, both local and system.

2) Intelligent Transportation Systems (ITS) plans

This work is for the design of new ITS asset deployments, existing ITS asset relocations, upgrades to existing ITS asset deployments, fiber-optic and wireless communications design, and plans for traffic management during the associated installation processes. Designs for deployments will require geometric surveys, utility locations and/or right of way investigations prior to or during plan development. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete ITS assets by contract. Existing or proposed plans and architecture will be provided, if available. If no plans are available, field investigation, surveys, and verification of existing topography, equipment, and assets shall be conducted. These investigations shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design (roadway and/or TCD) and any additional information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision or copied note (i.e., Special Provisions and Copied Notes may need to be developed). Deliverables may include as-built plans.

3) Lighting Plans

This work is for the design of roadway lighting systems. The work may involve photometric analysis to investigate light intensity, gaps, or light disturbance to neighboring communities, preliminary design work including selection of pole and luminaire type, evaluation of lighting technologies such as LED lighting and lighting controls, pole location, electrical service and lighting control center, and the final plan sheet development. The work may also involve other analysis work such as crash and economic analysis to justify the installation of a lighting system.

4) Transportation Management Plans

Plan, design and develop transportation management plans (TMP) including Temporary Traffic Control and detour plans in support of transportation projects. Recommend various traffic management and operations, traffic control and public outreach strategies to manage traffic during construction. Operational analysis for TMPs may include data collection, modeling,

recommendations and development of a final report. Review of TMPs and related operational analysis plans prepared by others including summary report and mark-ups may also be required. Personnel assigned must have appropriate level of work zone traffic control certifications, including Level III-Advanced Work Zone Traffic Control.

TRAFFIC ENGINEERING ANALYSES AND STUDIES ANALYSES

This shall be the utilization of professional traffic engineering expertise to analyze traffic flow in highly congested or problem areas and to make recommendations to solve traffic operation problems and/or to improve traffic flow. The analyses should be based on State and Federal policies and regulations and accepted engineering principles and practices. The analyses should employ, as necessary, up-to-date traffic engineering tools, such as computer simulation models and may require extensive traffic data collection (speed, volume, classification, turning movements, and/or travel time runs). Additionally, structural (sign, signal, lighting) analyses which will involve both existing structures and those proposed for upcoming projects may be required. These analyses may include, but are not limited to, the review of required structures, related catalog cuts/shop drawings, and assisting with the development of proposed policies and specifications related to traffic control device structures.

1) Signal studies

This work may include the analysis of traffic and pedestrian data (directional flow volumes, crash statistics and/or speed samples) and the application of this data to traffic signal warrants outlined in the 2009 or current adopted edition of the MUTCD or Institute of Transportation Engineering (ITE) Manual of Transportation Engineering Studies. Studies may include, but not limited to, the collection of traffic data, field investigation, pertinent documentation to support the results of the analysis and recommendations based on results, traffic signal timing and phasing evaluations, calculation of yellow change and red clearance intervals (yellow and red), and development of coordinated system timing plans. Intersections may be studied to determine the need for the installation of a traffic signal, modification of an existing signal, or removal of an existing signal. The study may also provide a specific analysis of the location as related to Access Management Regulations. The Consultant may also be required to develop new signal warrant beyond those presented in the MUTCD, to develop of other intersection control evaluation criteria, or to develop criteria to determine signal operational parameters. It is expected that the consultant will

furnish all necessary equipment to perform any and all data collection activities; maintenance and repair of consultant equipment will be the responsibility of the consultant.

2) Traffic Signal System Coordination

This work involves conducting the necessary traffic data collection, computer simulation and analysis to develop coordinated timing plans for existing and proposed traffic signal systems along corridors. This effort may include recommending changes to existing time of day plans in a report, evaluating yellow and all red clearance intervals, and assisting CLC personnel with implementing new timing plans in field controllers. It also may require before and after evaluations of signal system performance.

3) Sign & Pavement Marking Studies

This work may involve the study of regulatory, warning and guide signs, logo signing and/or supplemental signing with regards to design requirements, field inventory, site assessments, sign quantities and recommendations. This work will also include the review of existing and recommended future pavement markings to include arrows, stop bars, lane lines, bike lane, reflective pavement markers, etc. Retro reflectivity reviews may also be required.

4) Safety studies

This work may involve the collection/review of accident data and/or speed data and the performance of operational analyses. This effort may include field investigations, research, summarization and/or recommendations regarding the specific issue(s) being reviewed and studied, cost estimates and calculation of Benefit-to-Cost, and the formal presentation of the results to the public and/or to political entities. The Consultant may be requested to lead a Road Safety Assessment (RSA) effort with participants to be identified by CLC.

- A. Stop Control Warrant Study
- B. Multi-Way Stop Control Warrant Study
- C. Traffic Signal Warrant Study
- D. Sight Distance (ISD, SSD, CST, etc.)
- E. Crosswalk Study

5) Lighting studies

This type of study shall analyze the need for roadway and/or interchange lighting based on the warrants as outlined in the latest edition of IES guidance. These studies may require data collection, field investigation, the necessary documentation to support the results of the analysis, any recommendations

regarding the need for lighting and the formal presentation of the results to the public and/or to political entities.

6) Speed Studies

This work involves conducting a speed study to determine the recommended speed limit for a section of roadway in reference to FHWA method and practice for setting speed limit. This effort may include field investigation, field data collection (speed samples, geometric features, number of access points, sight distance measurements, inventory of traffic control devices), analysis and recommendations.

7) Alternative Intersections/Interchanges Studies

This work involves conducting site specific engineering study to evaluate the feasibility and merits of non-traditional intersection design alternatives such as, but not limited to, roundabout and continuous flow intersections. This effort may include field data collection, field investigation, microscopic simulation analysis of different alternatives, and development of detailed recommendations and cost estimates.

8) Congestion and Performance Management

This work may involve the use of professional traffic engineering, data management and operations expertise to develop methodologies to calculate performance measures and calculation of measures; identify and quantify both temporally and spatially congested bottlenecks, segments, corridors and networks; recommend improvements to mitigate congestion including bottleneck improvement projects, active transportation and demand management projects, program and network level improvements. Recommendations should include analysis needed to estimate improvement and quantify Return on Investment.

9) Neighborhood traffic projects

This work will be the evaluation of a neighborhood to address its concerns regarding speed and/or volume of traffic passing through in compliance with latest edition of the CLC Municipal Code addressing the Neighborhood Traffic Calming Program. This evaluation will utilize CLC's traffic calming criteria which establishes threshold values in identifying a problem. The analysis may include the collection of data, field investigation, documentation to support the results of the evaluation, formal recommendations to address the concerns and the presentation of the results to the public and/or to political entities.

10) General studies

These studies may include assistance in reviewing current CLC policies, reviewing current practices, conducting additional traffic/and or multimodal transportation engineering studies (multimodal studies, etc.), updating specifications, reviewing industry best practices and other general traffic engineering/operations related studies. All of these efforts may include research, field investigation, data collection, engineering analysis, interfacing with District/Regional personnel and making recommendations for further development.

REVIEW OF PLANS AND TRAFFIC IMPACT ANALYSIS (TIA)

The consultant may be required to review the potential future changes in land use or transportation facilities. The studies outlining these changes will be primarily submitted by other engineering-consulting firms and are to be reviewed based on applicable CLC codes, approved planning documents, and policies and Institute of Transportation Engineers (ITE) guidelines. The evaluation of a traffic impact study could include data analysis, a site visit and/or a written summation. The consultant may also be required to review the traffic signal plans developed by other engineering firms or by Department staff based on MUTCD, CLC and NEC (National Electric Code) standards and guidelines and the review of simulation models. Review of sign and pavement marking plans may also be required. All plan reviews may include redlining of plans, site visits and/or written summations.

PUBLIC PARTICIPATION/INVOLVEMENT

The public involvement process must be organized to gather information within the City limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful. The public involvement effort must include general public and stakeholder meetings and City Staff meetings.

1) Kick-Off Meeting

The purpose of kick-off meetings will be to inform the public of the study and what the future impact may be on the area. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent City staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or City Staff shall provide the answers to the public during this meeting.

2) Stakeholder Interviews

The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the study for each project. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the study findings report. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4–6months, whichever is agreed upon by both parties. There shall be a link placed on the City website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or City Staff shall conduct these meetings with the public.

3) Public Workshops

The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the impact study report. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or City Staff shall conduct these meetings with the public.

4) Neighborhood Traffic Calming Program Meetings

The purpose of the Neighborhood Traffic Calming Program (NTCP) meeting is to discuss the results of the study and present proposal(s) for traffic calming measures to the neighborhood residents. During the meeting resident will have the opportunity to provide their input, discuss alternatives and vote on the acceptance of the proposed traffic calming measures.

5) Summary Report

The Consultant shall deliver a report to pertinent City Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the detailed report with pertinent City Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

B. Project Assignment Agreements

A Project Assignment Agreement for each specific project will be

negotiated and executed on a case- by-case basis and will include a cost proposal from the Engineer proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
 - a. Hourly rate for various types of services requested by the City
 - b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
 - c. A statement of the billing procedures including minimum billing units, if any.
 - d. Cost of sub-consultants, if any
3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, timeline, and method of payment. The Engineer may be required to supply to the City the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be on CD drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
 - i. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be on CD drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
 - Name, address and phone number of the responsible land surveyor.
 - Date of completion of survey.
 - Equipment used to conduct the Survey.
 - Horizontal and vertical control marks used to tie the survey to the City approved control.
 - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
 - ii. "RECORD DRAWINGS" shall be clearly labeled on each sheet.

- iii. Electronic file of traffic signal optimization software (i.e., SYNCHRO, or approved alternative)
- 3. Computer modeling shall be provided to the City in appropriate electronic format, if applicable. It shall include the entire model, including changes and a text summary (report) of the analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer modeling shall be provided using software approved by the City.
- 4. Project reports.
- 5. Any other item specified in the contract for that project.

ATTACHMENT C – COST PROPOSAL FORM **RFP 22-23-045 - Traffic Engineering Services**
(NOTE: This form shall not to be modified in any way)Consulting Firm Lee Engineering, LLC

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

ITEM No.	Item Description	Hourly Rate	Typical Minimum Completion Time (Hrs)
1	Principal Engineer	\$ 310	N/A
2	Project Engineer/Project Manager	\$ 260	N/A
3	Senior Engineer	\$ 190	N/A
4	Design Engineer	\$ 160	N/A
5	Engineer Intern	\$ 130	N/A
6	Engineering Technician	\$ 120	N/A
7	Drafting Technician	\$ 110	N/A
8	Survey Crew**	\$ 250	N/A
9	Construction Inspector/Observer	\$ 130	N/A
10	Administrative/Clerical	\$ 50	N/A
11	Field Testing and Investigations	\$ 95	N/A
	DATA COLLECTION (PER LOCATION)		
12	12-Hour Turning Movement Count/Pedestrian Count	\$ 1,250	10
13	24-Hour Turning Movement Count/Pedestrian Count	\$ 1,550	12
14	7-Day Bi-Directional Traffic Count with Classification and Speed Data	\$ 825	6
15	8- Hour Pedestrian Volume Count	\$ 1,250	10
16	Stop Control Warrant Study	\$ 6,000	20
17	Multi-Way Stop Control Warrant Study	\$ 6,000	20
18	Traffic Signal Warrant Study	\$ 8,000	60
19	Sight Distance Study (ISD, SSD, CST, etc.)	\$ 4,000	30
20	Signal Retiming – Major Intersections	\$ 5,000	40
21	Signal Retiming – Minor Intersections	\$ 5,000	40
22	Speed Zone Study	\$ 4,000	40

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23	Pedestrian Hybrid Beacon Warrant Study	\$ 8,000	60
	MATERIALS / REIMBURSABLE EXPENSES		
	Travel		
24	Per Diem (per day) – Pre-Approval Required	<u>City of Las Cruces Rate</u>	N/A
25	Vehicle Mileage Rate (per mile)	<u>Current IRS Rate</u>	N/A
	Reproduction Services		
26	Black and White Copies (per copy)	\$ 0.20	N/A
27	Color Copies (per copy)	\$ 0.75	N/A
28	Prints 24x36 (per sheet)	\$ 5.00	N/A
29	Mylars 24x36 (per sheet)	\$ 20.00	N/A
30	Photo Quality Plots (per plot)	\$ 3.00	N/A
	MISCELLANEOUS	\$	
31	Any other costs incurred	<u>Case by Case Basis</u>	

*Rates are to include all overhead costs and any and all assessment expenses

**Survey Crew Rates are to include GPS and Total Station Equipment

Notes:

1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

EXHIBIT B

PROJECT ASSIGNMENT AGREEMENT TEMPLATE



CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

22-23-045 TRAFFIC ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 22-23-045 dated _____, 20__ between the CITY and Lee Engineering, LLC, (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20__, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 22-23-045 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.
2. The estimated completion date is **number** days after a Notice to Proceed is issued by the CITY to the ENGINEER.
3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of **\$dollars.cents**, plus NMGRT. Invoices issued by the ENGINEER shall be made **monthly / upon completion of project** with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

LEE ENGINEERING, LLC

CITY OF LAS CRUCES

By: _____
Signature Date

By: _____
Signature Date

Print Name and Title

Alicia Hernandez, Purchasing Manager

Requisition No. **XXXXXXXX**

ATTACHMENT A

INSURANCE DOCUMENTS



CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1ST day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Molzen Corbin, of 1155 Commerce Drive, Suite F, Las Cruces, New Mexico, 88011, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Traffic Engineering Services on an as-needed basis via Project Assignment Agreement (Exhibit B) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.22-23-045, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2023 for a term of one year through June 30, 2024 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall

provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies. ..

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Soogyu Lee

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Wilson & Company, Inc.
 414 N. Main Street, Suite A
 Las Cruces, New Mexico 88001
 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

BY: _____
Edward Cordova
Vice President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 6/22/2023

City Attorney

EXHIBIT A

SERVICES

A. The scope of work will include but not be limited to the following:

DESIGN OF TRAFFIC CONTROL DEVICE PLANS

This work is for the preliminary engineering and design of traffic signals, Intelligent Transportation Systems (ITS) devices, signs, pavement markings/markers, guardrail, lighting, other safety improvements, and traffic management plans for maintenance of traffic during construction. The plans to be designed may need to be fully developed for immediate advertisement and installation, may require completing a design started by others or designing a plan that may be completed by others at a later date. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete traffic control device systems by contract including pay items and quantities. Existing or proposed plans will be provided if available. If, however, no plans are available, field investigation, survey, right of way research and verification of existing topography and equipment shall be conducted. This investigation shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design [roadway and/or traffic control devices (TCD)] and all information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision(s) or copied note(s). This area may also include possible assistance to Department designers by providing training and/or guidance in the development of traffic control device plans.

1) Signal plans

Individual intersection designs, for installation by our CLC traffic signal contractor, will frequently require geometric survey, utility location and/or right of way investigation prior to or during plan development. The right of way stage of the design process may frequently include coordination with property owners, on CLC's behalf. In addition, this work shall include, but shall not be limited to, such items as pole locations, phasing, color sequence and clearance charts, signal head placements, pedestrian facilities, wiring, conduit systems, electrical service (including working with

utilities to identify the power source), rights of entry, (including plat development) where necessary, summary of quantities and signal timings, both local and system.

2) Intelligent Transportation Systems (ITS) plans

This work is for the design of new ITS asset deployments, existing ITS asset relocations, upgrades to existing ITS asset deployments, fiber-optic and wireless communications design, and plans for traffic management during the associated installation processes. Designs for deployments will require geometric surveys, utility locations and/or right of way investigations prior to or during plan development. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete ITS assets by contract. Existing or proposed plans and architecture will be provided, if available. If no plans are available, field investigation, surveys, and verification of existing topography, equipment, and assets shall be conducted. These investigations shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design (roadway and/or TCD) and any additional information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision or copied note (i.e., Special Provisions and Copied Notes may need to be developed). Deliverables may include as-built plans.

3) Lighting Plans

This work is for the design of roadway lighting systems. The work may involve photometric analysis to investigate light intensity, gaps, or light disturbance to neighboring communities, preliminary design work including selection of pole and luminaire type, evaluation of lighting technologies such as LED lighting and lighting controls, pole location, electrical service and lighting control center, and the final plan sheet development. The work may also involve other analysis work such as crash and economic analysis to justify the installation of a lighting system.

4) Transportation Management Plans

Plan, design and develop transportation management plans (TMP) including Temporary Traffic Control and detour plans in support of transportation projects. Recommend various traffic management and operations, traffic control and public outreach strategies to manage traffic during construction. Operational analysis for TMPs may include data collection, modeling,

recommendations and development of a final report. Review of TMPs and related operational analysis plans prepared by others including summary report and mark-ups may also be required. Personnel assigned must have appropriate level of work zone traffic control certifications, including Level III-Advanced Work Zone Traffic Control.

TRAFFIC ENGINEERING ANALYSES AND STUDIES ANALYSES

This shall be the utilization of professional traffic engineering expertise to analyze traffic flow in highly congested or problem areas and to make recommendations to solve traffic operation problems and/or to improve traffic flow. The analyses should be based on State and Federal policies and regulations and accepted engineering principles and practices. The analyses should employ, as necessary, up-to-date traffic engineering tools, such as computer simulation models and may require extensive traffic data collection (speed, volume, classification, turning movements, and/or travel time runs). Additionally, structural (sign, signal, lighting) analyses which will involve both existing structures and those proposed for upcoming projects may be required. These analyses may include, but are not limited to, the review of required structures, related catalog cuts/shop drawings, and assisting with the development of proposed policies and specifications related to traffic control device structures.

1) Signal studies

This work may include the analysis of traffic and pedestrian data (directional flow volumes, crash statistics and/or speed samples) and the application of this data to traffic signal warrants outlined in the 2009 or current adopted edition of the MUTCD or Institute of Transportation Engineering (ITE) Manual of Transportation Engineering Studies. Studies may include, but not limited to, the collection of traffic data, field investigation, pertinent documentation to support the results of the analysis and recommendations based on results, traffic signal timing and phasing evaluations, calculation of yellow change and red clearance intervals (yellow and red), and development of coordinated system timing plans. Intersections may be studied to determine the need for the installation of a traffic signal, modification of an existing signal, or removal of an existing signal. The study may also provide a specific analysis of the location as related to Access Management Regulations. The Consultant may also be required to develop new signal warrant beyond those presented in the MUTCD, to develop of other intersection control evaluation criteria, or to develop criteria to determine signal operational parameters. It is expected that the consultant will

furnish all necessary equipment to perform any and all data collection activities; maintenance and repair of consultant equipment will be the responsibility of the consultant.

2) Traffic Signal System Coordination

This work involves conducting the necessary traffic data collection, computer simulation and analysis to develop coordinated timing plans for existing and proposed traffic signal systems along corridors. This effort may include recommending changes to existing time of day plans in a report, evaluating yellow and all red clearance intervals, and assisting CLC personnel with implementing new timing plans in field controllers. It also may require before and after evaluations of signal system performance.

3) Sign & Pavement Marking Studies

This work may involve the study of regulatory, warning and guide signs, logo signing and/or supplemental signing with regards to design requirements, field inventory, site assessments, sign quantities and recommendations. This work will also include the review of existing and recommended future pavement markings to include arrows, stop bars, lane lines, bike lane, reflective pavement markers, etc. Retro reflectivity reviews may also be required.

4) Safety studies

This work may involve the collection/review of accident data and/or speed data and the performance of operational analyses. This effort may include field investigations, research, summarization and/or recommendations regarding the specific issue(s) being reviewed and studied, cost estimates and calculation of Benefit-to-Cost, and the formal presentation of the results to the public and/or to political entities. The Consultant may be requested to lead a Road Safety Assessment (RSA) effort with participants to be identified by CLC.

- A. Stop Control Warrant Study
- B. Multi-Way Stop Control Warrant Study
- C. Traffic Signal Warrant Study
- D. Sight Distance (ISD, SSD, CST, etc.)
- E. Crosswalk Study

5) Lighting studies

This type of study shall analyze the need for roadway and/or interchange lighting based on the warrants as outlined in the latest edition of IES guidance. These studies may require data collection, field investigation, the necessary documentation to support the results of the analysis, any recommendations

regarding the need for lighting and the formal presentation of the results to the public and/or to political entities.

6) Speed Studies

This work involves conducting a speed study to determine the recommended speed limit for a section of roadway in reference to FHWA method and practice for setting speed limit. This effort may include field investigation, field data collection (speed samples, geometric features, number of access points, sight distance measurements, inventory of traffic control devices), analysis and recommendations.

7) Alternative Intersections/Interchanges Studies

This work involves conducting site specific engineering study to evaluate the feasibility and merits of non-traditional intersection design alternatives such as, but not limited to, roundabout and continuous flow intersections. This effort may include field data collection, field investigation, microscopic simulation analysis of different alternatives, and development of detailed recommendations and cost estimates.

8) Congestion and Performance Management

This work may involve the use of professional traffic engineering, data management and operations expertise to develop methodologies to calculate performance measures and calculation of measures; identify and quantify both temporally and spatially congested bottlenecks, segments, corridors and networks; recommend improvements to mitigate congestion including bottleneck improvement projects, active transportation and demand management projects, program and network level improvements. Recommendations should include analysis needed to estimate improvement and quantify Return on Investment.

9) Neighborhood traffic projects

This work will be the evaluation of a neighborhood to address its concerns regarding speed and/or volume of traffic passing through in compliance with latest edition of the CLC Municipal Code addressing the Neighborhood Traffic Calming Program. This evaluation will utilize CLC's traffic calming criteria which establishes threshold values in identifying a problem. The analysis may include the collection of data, field investigation, documentation to support the results of the evaluation, formal recommendations to address the concerns and the presentation of the results to the public and/or to political entities.

10) General studies

These studies may include assistance in reviewing current CLC policies, reviewing current practices, conducting additional traffic/and or multimodal transportation engineering studies (multimodal studies, etc.), updating specifications, reviewing industry best practices and other general traffic engineering/operations related studies. All of these efforts may include research, field investigation, data collection, engineering analysis, interfacing with District/Regional personnel and making recommendations for further development.

REVIEW OF PLANS AND TRAFFIC IMPACT ANALYSIS (TIA)

The consultant may be required to review the potential future changes in land use or transportation facilities. The studies outlining these changes will be primarily submitted by other engineering-consulting firms and are to be reviewed based on applicable CLC codes, approved planning documents, and policies and Institute of Transportation Engineers (ITE) guidelines. The evaluation of a traffic impact study could include data analysis, a site visit and/or a written summation. The consultant may also be required to review the traffic signal plans developed by other engineering firms or by Department staff based on MUTCD, CLC and NEC (National Electric Code) standards and guidelines and the review of simulation models. Review of sign and pavement marking plans may also be required. All plan reviews may include redlining of plans, site visits and/or written summations.

PUBLIC PARTICIPATION/INVOLVEMENT

The public involvement process must be organized to gather information within the City limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful. The public involvement effort must include general public and stakeholder meetings and City Staff meetings.

1) Kick-Off Meeting

The purpose of kick-off meetings will be to inform the public of the study and what the future impact may be on the area. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent City staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or City Staff shall provide the answers to the public during this meeting.

2) Stakeholder Interviews

The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the study for each project. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the study findings report. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4–6months, whichever is agreed upon by both parties. There shall be a link placed on the City website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or City Staff shall conduct these meetings with the public.

3) Public Workshops

The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the impact study report. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or City Staff shall conduct these meetings with the public.

4) Neighborhood Traffic Calming Program Meetings

The purpose of the Neighborhood Traffic Calming Program (NTCP) meeting is to discuss the results of the study and present proposal(s) for traffic calming measures to the neighborhood residents. During the meeting resident will have the opportunity to provide their input, discuss alternatives and vote on the acceptance of the proposed traffic calming measures.

5) Summary Report

The Consultant shall deliver a report to pertinent City Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the detailed report with pertinent City Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

B. Project Assignment Agreements

A Project Assignment Agreement for each specific project will be

negotiated and executed on a case- by-case basis and will include a cost proposal from the Engineer proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
 - a. Hourly rate for various types of services requested by the City
 - b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
 - c. A statement of the billing procedures including minimum billing units, if any.
 - d. Cost of sub-consultants, if any
3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, timeline, and method of payment. The Engineer may be required to supply to the City the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be on CD drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
 - i. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be on CD drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
 - Name, address and phone number of the responsible land surveyor.
 - Date of completion of survey.
 - Equipment used to conduct the Survey.
 - Horizontal and vertical control marks used to tie the survey to the City approved control.
 - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
 - ii. "RECORD DRAWINGS" shall be clearly labeled on each sheet.

- iii. Electronic file of traffic signal optimization software (i.e., SYNCHRO, or approved alternative)
- 3. Computer modeling shall be provided to the City in appropriate electronic format, if applicable. It shall include the entire model, including changes and a text summary (report) of the analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer modeling shall be provided using software approved by the City.
- 4. Project reports.
- 5. Any other item specified in the contract for that project.

ATTACHMENT C – COST PROPOSAL FORM **RFP 22-23-045 - Traffic Engineering Services**
(NOTE: This form shall not to be modified in any way)Consulting Firm Molzen-Corbin & Associates

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

ITEM No.	Item Description	Hourly Rate	Typical Minimum Completion Time (Hrs)
1	Principal Engineer	\$ 260.00	N/A
2	Project Engineer/Project Manager	\$ 240.00	N/A
3	Senior Engineer	\$ 220.00	N/A
4	Design Engineer	\$ 165.00	N/A
5	Engineer Intern	\$ 130.00	N/A
6	Engineering Technician	\$ 110.00	N/A
7	Drafting Technician	\$ 94.00	N/A
8	Survey Crew**	\$ 225.00	N/A
9	Construction Inspector/Observer	\$ 100.00	N/A
10	Administrative/Clerical	\$ 75.00	N/A
11	Field Testing and Investigations	\$ 110.00	N/A
	DATA COLLECTION (PER LOCATION)		
12	12-Hour Turning Movement Count/Pedestrian Count	\$ 110.00	22
13	24-Hour Turning Movement Count/Pedestrian Count	\$ 110.00	40
14	7-Day Bi-Directional Traffic Count with Classification and Speed Data	\$ 94.00	15
15	8- Hour Pedestrian Volume Count	\$ 94.00	18
16	Stop Control Warrant Study	\$ 165.00	44
17	Multi-Way Stop Control Warrant Study	\$ 165.00	50
18	Traffic Signal Warrant Study	\$ 165.00	60
19	Sight Distance Study (ISD, SSD, CST, etc.)	\$ 165.00	20
20	Signal Retiming – Major Intersections	\$ 165.00	24
21	Signal Retiming – Minor Intersections	\$ 165.00	20
22	Speed Zone Study	\$ 165.00	15

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23	Pedestrian Hybrid Beacon Warrant Study	\$ 165.00	50
	MATERIALS / REIMBURSABLE EXPENSES		
	Travel		
24	Per Diem (per day) – Pre-Approval Required	<u>City of Las Cruces Rate</u>	N/A
25	Vehicle Mileage Rate (per mile)	<u>Current IRS Rate</u>	N/A
	Reproduction Services		
26	Black and White Copies (per copy)	\$ 0.11	N/A
27	Color Copies (per copy)	\$ 1.00	N/A
28	Prints 24x36 (per sheet)	\$ 3.00	N/A
29	Mylars 24x36 (per sheet)	\$ 5.00	N/A
30	Photo Quality Plots (per plot)	\$ 5.00	N/A
	MISCELLANEOUS	\$ x 1.1	
31	Any other costs incurred	<u>Case by Case Basis</u>	

*Rates are to include all overhead costs and any and all assessment expenses

**Survey Crew Rates are to include GPS and Total Station Equipment

Notes:

1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

EXHIBIT B

PROJECT ASSIGNMENT AGREEMENT TEMPLATE



CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

22-23-045 Traffic Engineering Services

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 22-23-045 dated _____, 20__ between the CITY and Molzen Corbin, (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20__, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 22-23-045 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.
2. The estimated completion date is **number** days after a Notice to Proceed is issued by the CITY to the ENGINEER.
3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of **\$dollars.cents**, plus NMGRT. Invoices issued by the ENGINEER shall be made **monthly / upon completion of project** with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

MOLZEN CORBIN

CITY OF LAS CRUCES

By: _____
Signature Date

By: _____
Signature Date

Print Name and Title

Alicia Hernandez, Purchasing Manager

Requisition No. **XXXXXXXX**

ATTACHMENT A

INSURANCE DOCUMENTS



CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1ST day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Stantec Consulting, of 3831 E. Lohman Avenue, Las Cruces, New Mexico, 88011-8447, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Traffic Engineering Services on an as-needed basis via Project Assignment Agreement (Exhibit B) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.22-23-045, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2023 for a term of one year through June 30, 2024 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall

provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies. ..

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Soogyu Lee

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Wilson & Company, Inc.
 414 N. Main Street, Suite A
 Las Cruces, New Mexico 88001
 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

BY: _____
Edward Cordova
Vice President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

City Attorney  1/22/2022

EXHIBIT A

SERVICES

A. The scope of work will include but not be limited to the following:

DESIGN OF TRAFFIC CONTROL DEVICE PLANS

This work is for the preliminary engineering and design of traffic signals, Intelligent Transportation Systems (ITS) devices, signs, pavement markings/markers, guardrail, lighting, other safety improvements, and traffic management plans for maintenance of traffic during construction. The plans to be designed may need to be fully developed for immediate advertisement and installation, may require completing a design started by others or designing a plan that may be completed by others at a later date. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete traffic control device systems by contract including pay items and quantities. Existing or proposed plans will be provided if available. If, however, no plans are available, field investigation, survey, right of way research and verification of existing topography and equipment shall be conducted. This investigation shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design [roadway and/or traffic control devices (TCD)] and all information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision(s) or copied note(s). This area may also include possible assistance to Department designers by providing training and/or guidance in the development of traffic control device plans.

1) Signal plans

Individual intersection designs, for installation by our CLC traffic signal contractor, will frequently require geometric survey, utility location and/or right of way investigation prior to or during plan development. The right of way stage of the design process may frequently include coordination with property owners, on CLC's behalf. In addition, this work shall include, but shall not be limited to, such items as pole locations, phasing, color sequence and clearance charts, signal head placements, pedestrian facilities, wiring, conduit systems, electrical service (including working with

utilities to identify the power source), rights of entry, (including plat development) where necessary, summary of quantities and signal timings, both local and system.

2) Intelligent Transportation Systems (ITS) plans

This work is for the design of new ITS asset deployments, existing ITS asset relocations, upgrades to existing ITS asset deployments, fiber-optic and wireless communications design, and plans for traffic management during the associated installation processes. Designs for deployments will require geometric surveys, utility locations and/or right of way investigations prior to or during plan development. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete ITS assets by contract. Existing or proposed plans and architecture will be provided, if available. If no plans are available, field investigation, surveys, and verification of existing topography, equipment, and assets shall be conducted. These investigations shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design (roadway and/or TCD) and any additional information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision or copied note (i.e., Special Provisions and Copied Notes may need to be developed). Deliverables may include as-built plans.

3) Lighting Plans

This work is for the design of roadway lighting systems. The work may involve photometric analysis to investigate light intensity, gaps, or light disturbance to neighboring communities, preliminary design work including selection of pole and luminaire type, evaluation of lighting technologies such as LED lighting and lighting controls, pole location, electrical service and lighting control center, and the final plan sheet development. The work may also involve other analysis work such as crash and economic analysis to justify the installation of a lighting system.

4) Transportation Management Plans

Plan, design and develop transportation management plans (TMP) including Temporary Traffic Control and detour plans in support of transportation projects. Recommend various traffic management and operations, traffic control and public outreach strategies to manage traffic during construction. Operational analysis for TMPs may include data collection, modeling,

recommendations and development of a final report. Review of TMPs and related operational analysis plans prepared by others including summary report and mark-ups may also be required. Personnel assigned must have appropriate level of work zone traffic control certifications, including Level III-Advanced Work Zone Traffic Control.

TRAFFIC ENGINEERING ANALYSES AND STUDIES ANALYSES

This shall be the utilization of professional traffic engineering expertise to analyze traffic flow in highly congested or problem areas and to make recommendations to solve traffic operation problems and/or to improve traffic flow. The analyses should be based on State and Federal policies and regulations and accepted engineering principles and practices. The analyses should employ, as necessary, up-to-date traffic engineering tools, such as computer simulation models and may require extensive traffic data collection (speed, volume, classification, turning movements, and/or travel time runs). Additionally, structural (sign, signal, lighting) analyses which will involve both existing structures and those proposed for upcoming projects may be required. These analyses may include, but are not limited to, the review of required structures, related catalog cuts/shop drawings, and assisting with the development of proposed policies and specifications related to traffic control device structures.

1) Signal studies

This work may include the analysis of traffic and pedestrian data (directional flow volumes, crash statistics and/or speed samples) and the application of this data to traffic signal warrants outlined in the 2009 or current adopted edition of the MUTCD or Institute of Transportation Engineering (ITE) Manual of Transportation Engineering Studies. Studies may include, but not limited to, the collection of traffic data, field investigation, pertinent documentation to support the results of the analysis and recommendations based on results, traffic signal timing and phasing evaluations, calculation of yellow change and red clearance intervals (yellow and red), and development of coordinated system timing plans. Intersections may be studied to determine the need for the installation of a traffic signal, modification of an existing signal, or removal of an existing signal. The study may also provide a specific analysis of the location as related to Access Management Regulations. The Consultant may also be required to develop new signal warrant beyond those presented in the MUTCD, to develop of other intersection control evaluation criteria, or to develop criteria to determine signal operational parameters. It is expected that the consultant will

furnish all necessary equipment to perform any and all data collection activities; maintenance and repair of consultant equipment will be the responsibility of the consultant.

2) Traffic Signal System Coordination

This work involves conducting the necessary traffic data collection, computer simulation and analysis to develop coordinated timing plans for existing and proposed traffic signal systems along corridors. This effort may include recommending changes to existing time of day plans in a report, evaluating yellow and all red clearance intervals, and assisting CLC personnel with implementing new timing plans in field controllers. It also may require before and after evaluations of signal system performance.

3) Sign & Pavement Marking Studies

This work may involve the study of regulatory, warning and guide signs, logo signing and/or supplemental signing with regards to design requirements, field inventory, site assessments, sign quantities and recommendations. This work will also include the review of existing and recommended future pavement markings to include arrows, stop bars, lane lines, bike lane, reflective pavement markers, etc. Retro reflectivity reviews may also be required.

4) Safety studies

This work may involve the collection/review of accident data and/or speed data and the performance of operational analyses. This effort may include field investigations, research, summarization and/or recommendations regarding the specific issue(s) being reviewed and studied, cost estimates and calculation of Benefit-to-Cost, and the formal presentation of the results to the public and/or to political entities. The Consultant may be requested to lead a Road Safety Assessment (RSA) effort with participants to be identified by CLC.

- A. Stop Control Warrant Study
- B. Multi-Way Stop Control Warrant Study
- C. Traffic Signal Warrant Study
- D. Sight Distance (ISD, SSD, CST, etc.)
- E. Crosswalk Study

5) Lighting studies

This type of study shall analyze the need for roadway and/or interchange lighting based on the warrants as outlined in the latest edition of IES guidance. These studies may require data collection, field investigation, the necessary documentation to support the results of the analysis, any recommendations

regarding the need for lighting and the formal presentation of the results to the public and/or to political entities.

6) Speed Studies

This work involves conducting a speed study to determine the recommended speed limit for a section of roadway in reference to FHWA method and practice for setting speed limit. This effort may include field investigation, field data collection (speed samples, geometric features, number of access points, sight distance measurements, inventory of traffic control devices), analysis and recommendations.

7) Alternative Intersections/Interchanges Studies

This work involves conducting site specific engineering study to evaluate the feasibility and merits of non-traditional intersection design alternatives such as, but not limited to, roundabout and continuous flow intersections. This effort may include field data collection, field investigation, microscopic simulation analysis of different alternatives, and development of detailed recommendations and cost estimates.

8) Congestion and Performance Management

This work may involve the use of professional traffic engineering, data management and operations expertise to develop methodologies to calculate performance measures and calculation of measures; identify and quantify both temporally and spatially congested bottlenecks, segments, corridors and networks; recommend improvements to mitigate congestion including bottleneck improvement projects, active transportation and demand management projects, program and network level improvements. Recommendations should include analysis needed to estimate improvement and quantify Return on Investment.

9) Neighborhood traffic projects

This work will be the evaluation of a neighborhood to address its concerns regarding speed and/or volume of traffic passing through in compliance with latest edition of the CLC Municipal Code addressing the Neighborhood Traffic Calming Program. This evaluation will utilize CLC's traffic calming criteria which establishes threshold values in identifying a problem. The analysis may include the collection of data, field investigation, documentation to support the results of the evaluation, formal recommendations to address the concerns and the presentation of the results to the public and/or to political entities.

10) General studies

These studies may include assistance in reviewing current CLC policies, reviewing current practices, conducting additional traffic/and or multimodal transportation engineering studies (multimodal studies, etc.), updating specifications, reviewing industry best practices and other general traffic engineering/operations related studies. All of these efforts may include research, field investigation, data collection, engineering analysis, interfacing with District/Regional personnel and making recommendations for further development.

REVIEW OF PLANS AND TRAFFIC IMPACT ANALYSIS (TIA)

The consultant may be required to review the potential future changes in land use or transportation facilities. The studies outlining these changes will be primarily submitted by other engineering-consulting firms and are to be reviewed based on applicable CLC codes, approved planning documents, and policies and Institute of Transportation Engineers (ITE) guidelines. The evaluation of a traffic impact study could include data analysis, a site visit and/or a written summation. The consultant may also be required to review the traffic signal plans developed by other engineering firms or by Department staff based on MUTCD, CLC and NEC (National Electric Code) standards and guidelines and the review of simulation models. Review of sign and pavement marking plans may also be required. All plan reviews may include redlining of plans, site visits and/or written summations.

PUBLIC PARTICIPATION/INVOLVEMENT

The public involvement process must be organized to gather information within the City limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful. The public involvement effort must include general public and stakeholder meetings and City Staff meetings.

1) Kick-Off Meeting

The purpose of kick-off meetings will be to inform the public of the study and what the future impact may be on the area. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent City staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or City Staff shall provide the answers to the public during this meeting.

2) Stakeholder Interviews

The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the study for each project. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the study findings report. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4–6months, whichever is agreed upon by both parties. There shall be a link placed on the City website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or City Staff shall conduct these meetings with the public.

3) Public Workshops

The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the impact study report. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or City Staff shall conduct these meetings with the public.

4) Neighborhood Traffic Calming Program Meetings

The purpose of the Neighborhood Traffic Calming Program (NTCP) meeting is to discuss the results of the study and present proposal(s) for traffic calming measures to the neighborhood residents. During the meeting resident will have the opportunity to provide their input, discuss alternatives and vote on the acceptance of the proposed traffic calming measures.

5) Summary Report

The Consultant shall deliver a report to pertinent City Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the detailed report with pertinent City Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

B. Project Assignment Agreements

A Project Assignment Agreement for each specific project will be

negotiated and executed on a case- by-case basis and will include a cost proposal from the Engineer proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
 - a. Hourly rate for various types of services requested by the City
 - b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
 - c. A statement of the billing procedures including minimum billing units, if any.
 - d. Cost of sub-consultants, if any
3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, timeline, and method of payment. The Engineer may be required to supply to the City the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be on CD drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
 - i. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be on CD drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
 - Name, address and phone number of the responsible land surveyor.
 - Date of completion of survey.
 - Equipment used to conduct the Survey.
 - Horizontal and vertical control marks used to tie the survey to the City approved control.
 - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
 - ii. "RECORD DRAWINGS" shall be clearly labeled on each sheet.

- iii. Electronic file of traffic signal optimization software (i.e., SYNCHRO, or approved alternative)
- 3. Computer modeling shall be provided to the City in appropriate electronic format, if applicable. It shall include the entire model, including changes and a text summary (report) of the analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer modeling shall be provided using software approved by the City.
- 4. Project reports.
- 5. Any other item specified in the contract for that project.

ATTACHMENT C – COST PROPOSAL FORM **RFP 22-23-045 - Traffic Engineering Services**
(NOTE: This form shall not to be modified in any way)
Consulting Firm Stantec Consulting Services, Inc.

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

ITEM No.	Item Description		
	PERSONNEL	Hourly Rate	
1	Principal Engineer	\$ 220.00	N/A
2	Project Engineer/Project Manager	\$ 195.00	N/A
3	Senior Engineer	\$ 220.00	N/A
4	Design Engineer	\$ 178.00	N/A
5	Engineer Intern	\$ 155.00	N/A
6	Engineering Technician	\$ 155.00	N/A
7	Drafting Technician	\$ 139.00	N/A
8	Survey Crew**	\$ 170.00	N/A
9	Construction Inspector/Observer	\$ 145.00	N/A
10	Administrative/Clerical	\$ 127.00	N/A
11	Field Testing and Investigations	\$ 145.00	N/A
	DATA COLLECTION/TRAFFIC STUDIES (PER LOCATION/INTERSECTION)	Amount	Typical Minimum Completion Time (Working Days)
12	12-Hour Turning Movement Count/Pedestrian Count	\$ 1,300	15
13	24-Hour Turning Movement Count/Pedestrian Count	\$ 2,200	15
14	7-Day Bi-Directional Traffic Count with Classification and Speed Data	\$ 750	20
15	8-Hour Pedestrian Volume Count	\$ 800	15
16	Stop Control Warrant Study	\$ 5,950	35
17	Multi-Way Stop Control Warrant Study	\$ 6,250	35
18	Traffic Signal Warrant Study	\$ 6,400	35
19	Sight Distance Study (ISD, SSD, CST, etc.)	\$ 4,800	35
20	Signal Retiming – Major Intersections	\$ 4,750	35
21	Signal Retiming – Minor Intersections	\$ 4,150	30

22	Speed Zone Study	\$ 2,400	30
23	Pedestrian Hybrid Beacon Warrant Study	\$ 3,900	35
	MATERIALS / REIMBURSABLE EXPENSES/Travel		
24	Per Diem (per day) – Pre-Approval Required	<u>City of Las Cruces Rate</u>	N/A
25	Vehicle Mileage Rate (per mile)	<u>Current IRS Rate</u>	N/A
	Reproduction Services	Unit Rate	
26	Black and White Copies (per copy)	\$ 0.15	N/A
27	Color Copies (per copy)	\$ 0.75	N/A
28	Prints 24x36 (per sheet)	\$ 4.50	N/A
29	Mylars 24x36 (per sheet)	\$ 24.00	N/A
30	Photo Quality Plots (per plot)	\$ 77.85	N/A
	MISCELLANEOUS		
31	Any other costs incurred	<u>Case by Case Basis</u>	

*Rates are to include all overhead costs and any and all assessment expenses

**Survey Crew Rates are to include GPS and Total Station Equipment

Notes:

1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

EXHIBIT B

PROJECT ASSIGNMENT AGREEMENT TEMPLATE



CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

22-23-045 TRAFFIC ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 22-23-045 dated _____, 20__ between the CITY and Stantec Consulting Services, Inc., (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20__, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 22-23-045 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.
2. The estimated completion date is **number** days after a Notice to Proceed is issued by the CITY to the ENGINEER.
3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of **\$dollars.cents**, plus NMGRT. Invoices issued by the ENGINEER shall be made **monthly / upon completion of project** with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

STANTEC CONSULTING SERVICES, INC.

CITY OF LAS CRUCES

By: _____
Signature Date

By: _____
Signature Date

Print Name and Title

Alicia Hernandez, Purchasing Manager

Requisition No. **XXXXXXXX**

ATTACHMENT A

INSURANCE DOCUMENTS



CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1ST day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and WHPacific, Inc., of 6501 Americas Parkway NE, Suite 400, Albuquerque, New Mexico, 871100 hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Traffic Engineering Services on an as-needed basis via Project Assignment Agreement (Exhibit B) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.22-23-045, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2023 for a term of one year through June 30, 2024 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall

provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies. ..

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Soogyu Lee

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Wilson & Company, Inc.
 414 N. Main Street, Suite A
 Las Cruces, New Mexico 88001
 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

BY: _____
Edward Cordova
Vice President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 6/22/2023

City Attorney

EXHIBIT A

SERVICES

A. The scope of work will include but not be limited to the following:

DESIGN OF TRAFFIC CONTROL DEVICE PLANS

This work is for the preliminary engineering and design of traffic signals, Intelligent Transportation Systems (ITS) devices, signs, pavement markings/markers, guardrail, lighting, other safety improvements, and traffic management plans for maintenance of traffic during construction. The plans to be designed may need to be fully developed for immediate advertisement and installation, may require completing a design started by others or designing a plan that may be completed by others at a later date. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete traffic control device systems by contract including pay items and quantities. Existing or proposed plans will be provided if available. If, however, no plans are available, field investigation, survey, right of way research and verification of existing topography and equipment shall be conducted. This investigation shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design [roadway and/or traffic control devices (TCD)] and all information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision(s) or copied note(s). This area may also include possible assistance to Department designers by providing training and/or guidance in the development of traffic control device plans.

1) Signal plans

Individual intersection designs, for installation by our CLC traffic signal contractor, will frequently require geometric survey, utility location and/or right of way investigation prior to or during plan development. The right of way stage of the design process may frequently include coordination with property owners, on CLC's behalf. In addition, this work shall include, but shall not be limited to, such items as pole locations, phasing, color sequence and clearance charts, signal head placements, pedestrian facilities, wiring, conduit systems, electrical service (including working with

utilities to identify the power source), rights of entry, (including plat development) where necessary, summary of quantities and signal timings, both local and system.

2) Intelligent Transportation Systems (ITS) plans

This work is for the design of new ITS asset deployments, existing ITS asset relocations, upgrades to existing ITS asset deployments, fiber-optic and wireless communications design, and plans for traffic management during the associated installation processes. Designs for deployments will require geometric surveys, utility locations and/or right of way investigations prior to or during plan development. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete ITS assets by contract. Existing or proposed plans and architecture will be provided, if available. If no plans are available, field investigation, surveys, and verification of existing topography, equipment, and assets shall be conducted. These investigations shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design (roadway and/or TCD) and any additional information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision or copied note (i.e., Special Provisions and Copied Notes may need to be developed). Deliverables may include as-built plans.

3) Lighting Plans

This work is for the design of roadway lighting systems. The work may involve photometric analysis to investigate light intensity, gaps, or light disturbance to neighboring communities, preliminary design work including selection of pole and luminaire type, evaluation of lighting technologies such as LED lighting and lighting controls, pole location, electrical service and lighting control center, and the final plan sheet development. The work may also involve other analysis work such as crash and economic analysis to justify the installation of a lighting system.

4) Transportation Management Plans

Plan, design and develop transportation management plans (TMP) including Temporary Traffic Control and detour plans in support of transportation projects. Recommend various traffic management and operations, traffic control and public outreach strategies to manage traffic during construction. Operational analysis for TMPs may include data collection, modeling,

recommendations and development of a final report. Review of TMPs and related operational analysis plans prepared by others including summary report and mark-ups may also be required. Personnel assigned must have appropriate level of work zone traffic control certifications, including Level III-Advanced Work Zone Traffic Control.

TRAFFIC ENGINEERING ANALYSES AND STUDIES ANALYSES

This shall be the utilization of professional traffic engineering expertise to analyze traffic flow in highly congested or problem areas and to make recommendations to solve traffic operation problems and/or to improve traffic flow. The analyses should be based on State and Federal policies and regulations and accepted engineering principles and practices. The analyses should employ, as necessary, up-to-date traffic engineering tools, such as computer simulation models and may require extensive traffic data collection (speed, volume, classification, turning movements, and/or travel time runs). Additionally, structural (sign, signal, lighting) analyses which will involve both existing structures and those proposed for upcoming projects may be required. These analyses may include, but are not limited to, the review of required structures, related catalog cuts/shop drawings, and assisting with the development of proposed policies and specifications related to traffic control device structures.

1) Signal studies

This work may include the analysis of traffic and pedestrian data (directional flow volumes, crash statistics and/or speed samples) and the application of this data to traffic signal warrants outlined in the 2009 or current adopted edition of the MUTCD or Institute of Transportation Engineering (ITE) Manual of Transportation Engineering Studies. Studies may include, but not limited to, the collection of traffic data, field investigation, pertinent documentation to support the results of the analysis and recommendations based on results, traffic signal timing and phasing evaluations, calculation of yellow change and red clearance intervals (yellow and red), and development of coordinated system timing plans. Intersections may be studied to determine the need for the installation of a traffic signal, modification of an existing signal, or removal of an existing signal. The study may also provide a specific analysis of the location as related to Access Management Regulations. The Consultant may also be required to develop new signal warrant beyond those presented in the MUTCD, to develop of other intersection control evaluation criteria, or to develop criteria to determine signal operational parameters. It is expected that the consultant will

furnish all necessary equipment to perform any and all data collection activities; maintenance and repair of consultant equipment will be the responsibility of the consultant.

2) Traffic Signal System Coordination

This work involves conducting the necessary traffic data collection, computer simulation and analysis to develop coordinated timing plans for existing and proposed traffic signal systems along corridors. This effort may include recommending changes to existing time of day plans in a report, evaluating yellow and all red clearance intervals, and assisting CLC personnel with implementing new timing plans in field controllers. It also may require before and after evaluations of signal system performance.

3) Sign & Pavement Marking Studies

This work may involve the study of regulatory, warning and guide signs, logo signing and/or supplemental signing with regards to design requirements, field inventory, site assessments, sign quantities and recommendations. This work will also include the review of existing and recommended future pavement markings to include arrows, stop bars, lane lines, bike lane, reflective pavement markers, etc. Retro reflectivity reviews may also be required.

4) Safety studies

This work may involve the collection/review of accident data and/or speed data and the performance of operational analyses. This effort may include field investigations, research, summarization and/or recommendations regarding the specific issue(s) being reviewed and studied, cost estimates and calculation of Benefit-to-Cost, and the formal presentation of the results to the public and/or to political entities. The Consultant may be requested to lead a Road Safety Assessment (RSA) effort with participants to be identified by CLC.

- A. Stop Control Warrant Study
- B. Multi-Way Stop Control Warrant Study
- C. Traffic Signal Warrant Study
- D. Sight Distance (ISD, SSD, CST, etc.)
- E. Crosswalk Study

5) Lighting studies

This type of study shall analyze the need for roadway and/or interchange lighting based on the warrants as outlined in the latest edition of IES guidance. These studies may require data collection, field investigation, the necessary documentation to support the results of the analysis, any recommendations

regarding the need for lighting and the formal presentation of the results to the public and/or to political entities.

6) Speed Studies

This work involves conducting a speed study to determine the recommended speed limit for a section of roadway in reference to FHWA method and practice for setting speed limit. This effort may include field investigation, field data collection (speed samples, geometric features, number of access points, sight distance measurements, inventory of traffic control devices), analysis and recommendations.

7) Alternative Intersections/Interchanges Studies

This work involves conducting site specific engineering study to evaluate the feasibility and merits of non-traditional intersection design alternatives such as, but not limited to, roundabout and continuous flow intersections. This effort may include field data collection, field investigation, microscopic simulation analysis of different alternatives, and development of detailed recommendations and cost estimates.

8) Congestion and Performance Management

This work may involve the use of professional traffic engineering, data management and operations expertise to develop methodologies to calculate performance measures and calculation of measures; identify and quantify both temporally and spatially congested bottlenecks, segments, corridors and networks; recommend improvements to mitigate congestion including bottleneck improvement projects, active transportation and demand management projects, program and network level improvements. Recommendations should include analysis needed to estimate improvement and quantify Return on Investment.

9) Neighborhood traffic projects

This work will be the evaluation of a neighborhood to address its concerns regarding speed and/or volume of traffic passing through in compliance with latest edition of the CLC Municipal Code addressing the Neighborhood Traffic Calming Program. This evaluation will utilize CLC's traffic calming criteria which establishes threshold values in identifying a problem. The analysis may include the collection of data, field investigation, documentation to support the results of the evaluation, formal recommendations to address the concerns and the presentation of the results to the public and/or to political entities.

10) General studies

These studies may include assistance in reviewing current CLC policies, reviewing current practices, conducting additional traffic/and or multimodal transportation engineering studies (multimodal studies, etc.), updating specifications, reviewing industry best practices and other general traffic engineering/operations related studies. All of these efforts may include research, field investigation, data collection, engineering analysis, interfacing with District/Regional personnel and making recommendations for further development.

REVIEW OF PLANS AND TRAFFIC IMPACT ANALYSIS (TIA)

The consultant may be required to review the potential future changes in land use or transportation facilities. The studies outlining these changes will be primarily submitted by other engineering-consulting firms and are to be reviewed based on applicable CLC codes, approved planning documents, and policies and Institute of Transportation Engineers (ITE) guidelines. The evaluation of a traffic impact study could include data analysis, a site visit and/or a written summation. The consultant may also be required to review the traffic signal plans developed by other engineering firms or by Department staff based on MUTCD, CLC and NEC (National Electric Code) standards and guidelines and the review of simulation models. Review of sign and pavement marking plans may also be required. All plan reviews may include redlining of plans, site visits and/or written summations.

PUBLIC PARTICIPATION/INVOLVEMENT

The public involvement process must be organized to gather information within the City limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful. The public involvement effort must include general public and stakeholder meetings and City Staff meetings.

1) Kick-Off Meeting

The purpose of kick-off meetings will be to inform the public of the study and what the future impact may be on the area. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent City staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or City Staff shall provide the answers to the public during this meeting.

2) Stakeholder Interviews

The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the study for each project. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the study findings report. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4–6months, whichever is agreed upon by both parties. There shall be a link placed on the City website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or City Staff shall conduct these meetings with the public.

3) Public Workshops

The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the impact study report. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or City Staff shall conduct these meetings with the public.

4) Neighborhood Traffic Calming Program Meetings

The purpose of the Neighborhood Traffic Calming Program (NTCP) meeting is to discuss the results of the study and present proposal(s) for traffic calming measures to the neighborhood residents. During the meeting resident will have the opportunity to provide their input, discuss alternatives and vote on the acceptance of the proposed traffic calming measures.

5) Summary Report

The Consultant shall deliver a report to pertinent City Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the detailed report with pertinent City Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

B. Project Assignment Agreements

A Project Assignment Agreement for each specific project will be

negotiated and executed on a case- by-case basis and will include a cost proposal from the Engineer proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
 - a. Hourly rate for various types of services requested by the City
 - b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
 - c. A statement of the billing procedures including minimum billing units, if any.
 - d. Cost of sub-consultants, if any
3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, timeline, and method of payment. The Engineer may be required to supply to the City the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be on CD drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
 - i. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be on CD drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
 - Name, address and phone number of the responsible land surveyor.
 - Date of completion of survey.
 - Equipment used to conduct the Survey.
 - Horizontal and vertical control marks used to tie the survey to the City approved control.
 - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
 - ii. "RECORD DRAWINGS" shall be clearly labeled on each sheet.

- iii. Electronic file of traffic signal optimization software (i.e., SYNCHRO, or approved alternative)
- 3. Computer modeling shall be provided to the City in appropriate electronic format, if applicable. It shall include the entire model, including changes and a text summary (report) of the analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer modeling shall be provided using software approved by the City.
- 4. Project reports.
- 5. Any other item specified in the contract for that project.

ATTACHMENT C – COST PROPOSAL FORM **RFP 22-23-045 - Traffic Engineering Services**
(NOTE: This form shall not to be modified in any way)Consulting Firm WHPacific an NV5 Company

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

ITEM No.	Item Description		
	PERSONNEL	Hourly Rate	
1	Principal Engineer	\$ 281.68	
2	Project Engineer/Project Manager	\$ 216.36	
3	Senior Engineer	\$ 189.87	
4	Design Engineer	\$ 153.93	
5	Engineer Intern	\$ 105.41	
6	Engineering Technician	\$ 66.25	
7	Drafting Technician	\$ 122.98	
8	Survey Crew**	\$ 210.00	
9	Construction Inspector/Observer	\$ 165.00	
10	Administrative/Clerical	\$ 114.60	
11	Field Testing and Investigations	\$ 120.00	
	DATA COLLECTION/TRAFFIC STUDIES (PER LOCATION/INTERSECTION)	Amount	Typical Minimum Completion Time (Working Days)
12	12-Hour Turning Movement Count/Pedestrian Count	\$ 1,900	5
13	24-Hour Turning Movement Count/Pedestrian Count	\$ 2,100	5
14	7-Day Bi-Directional Traffic Count with Classification and Speed Data	\$ 2,800	7
15	8-Hour Pedestrian Volume Count	\$ 1,600	5
16	Stop Control Warrant Study	\$ 4,500	7
17	Multi-Way Stop Control Warrant Study	\$ 4,500	7
18	Traffic Signal Warrant Study	\$ 4,500	7
19	Sight Distance Study (ISD, SSD, CST, etc.)	\$ 4,000	7
20	Signal Retiming – Major Intersections	\$ 4,100	7
21	Signal Retiming – Minor Intersections	\$ 4,100	7

22	Speed Zone Study	\$ 4,000	10
23	Pedestrian Hybrid Beacon Warrant Study	\$ 5,000	10
	MATERIALS / REIMBURSABLE EXPENSES/Travel		
24	Per Diem (per day) – Pre-Approval Required	<u>City of Las Cruces Rate</u>	
25	Vehicle Mileage Rate (per mile)	<u>Current IRS Rate</u>	
	Reproduction Services	Unit Rate	
26	Black and White Copies (per copy)	\$ 0.50	
27	Color Copies (per copy)	\$ 1.00	
28	Prints 24x36 (per sheet)	\$ 2.50	
29	Mylars 24x36 (per sheet)	\$ 10.00	
30	Photo Quality Plots (per plot)	\$ 8.00	
	MISCELLANEOUS		
31	Any other costs incurred	<u>Case by Case Basis</u>	

*Rates are to include all overhead costs and any and all assessment expenses

**Survey Crew Rates are to include GPS and Total Station Equipment

Notes: 1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.

EXHIBIT B

PROJECT ASSIGNMENT AGREEMENT TEMPLATE



CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

22-23-045 TRAFFIC ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 22-23-045 dated _____, 20__ between the CITY and WHPacific, Inc. an NV5 Company, (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20__, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 22-23-045 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.
2. The estimated completion date is **number** days after a Notice to Proceed is issued by the CITY to the ENGINEER.
3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of **\$dollars.cents**, plus NMGR. Invoices issued by the ENGINEER shall be made **monthly / upon completion of project** with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

WHPACIFIC, INC. AND NV5 COMPANY

CITY OF LAS CRUCES

By: _____
Signature Date

By: _____
Signature Date

Print Name and Title

Alicia Hernandez, Purchasing Manager

Requisition No. **XXXXXXXX**

ATTACHMENT A

INSURANCE DOCUMENTS



CITY OF LAS CRUCES

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 1ST day of July, 2023 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Wilson & Company, Inc., of 414 N. Main Street, Suite A, Las Cruces, New Mexico, 88001 hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Traffic Engineering Services on an as-needed basis via Project Assignment Agreement (Exhibit B) during the term of this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.22-23-045, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices upon completion of the project. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2023 for a term of one year through June 30, 2024 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall

provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
 - a. \$1,000,000 per occurrence / \$2,000,000 aggregate
 - b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
 - c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
 - d. Coverage must be primary and non-contributory.
 - e. Coverage must be per project or per location.
 - f. Coverage must be on an occurrence form.
 - g. Subrogation must be waived.
2. Commercial Auto Liability
 - a. \$1,000,000 per occurrence
 - b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
 - a. Statutory Limits
 - b. Employer liability – \$1,000,000 each accident, \$1,000,000 each employee by disease, \$1,000,000 policy limit
 - c. Subrogation must be waived.
4. Professional Liability: \$1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies. ..

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between

New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Soogyu Lee

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Wilson & Company, Inc.
 414 N. Main Street, Suite A
 Las Cruces, New Mexico 88001
 ATTENTION: Edward Cordova

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR’S obligations under this Agreement, or is otherwise a violation of the CITY’S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

BY: _____
Edward Cordova
Vice President

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 6/22/2023

City Attorney

EXHIBIT A

SERVICES

A. The scope of work will include but not be limited to the following:

DESIGN OF TRAFFIC CONTROL DEVICE PLANS

This work is for the preliminary engineering and design of traffic signals, Intelligent Transportation Systems (ITS) devices, signs, pavement markings/markers, guardrail, lighting, other safety improvements, and traffic management plans for maintenance of traffic during construction. The plans to be designed may need to be fully developed for immediate advertisement and installation, may require completing a design started by others or designing a plan that may be completed by others at a later date. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete traffic control device systems by contract including pay items and quantities. Existing or proposed plans will be provided if available. If, however, no plans are available, field investigation, survey, right of way research and verification of existing topography and equipment shall be conducted. This investigation shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design [roadway and/or traffic control devices (TCD)] and all information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision(s) or copied note(s). This area may also include possible assistance to Department designers by providing training and/or guidance in the development of traffic control device plans.

1) Signal plans

Individual intersection designs, for installation by our CLC traffic signal contractor, will frequently require geometric survey, utility location and/or right of way investigation prior to or during plan development. The right of way stage of the design process may frequently include coordination with property owners, on CLC's behalf. In addition, this work shall include, but shall not be limited to, such items as pole locations, phasing, color sequence and clearance charts, signal head placements, pedestrian facilities, wiring, conduit systems, electrical service (including working with

utilities to identify the power source), rights of entry, (including plat development) where necessary, summary of quantities and signal timings, both local and system.

2) Intelligent Transportation Systems (ITS) plans

This work is for the design of new ITS asset deployments, existing ITS asset relocations, upgrades to existing ITS asset deployments, fiber-optic and wireless communications design, and plans for traffic management during the associated installation processes. Designs for deployments will require geometric surveys, utility locations and/or right of way investigations prior to or during plan development. The plan packages to be designed shall be all inclusive of the necessary information and details to furnish and install complete ITS assets by contract. Existing or proposed plans and architecture will be provided, if available. If no plans are available, field investigation, surveys, and verification of existing topography, equipment, and assets shall be conducted. These investigations shall include, but shall not be limited to, such items as utilities, drainage, lane usage, potential conflicts with a proposed design (roadway and/or TCD) and any additional information necessary to develop the plans. Cost estimates shall be submitted as part of any completed plan package along with any necessary special provision or copied note (i.e., Special Provisions and Copied Notes may need to be developed). Deliverables may include as-built plans.

3) Lighting Plans

This work is for the design of roadway lighting systems. The work may involve photometric analysis to investigate light intensity, gaps, or light disturbance to neighboring communities, preliminary design work including selection of pole and luminaire type, evaluation of lighting technologies such as LED lighting and lighting controls, pole location, electrical service and lighting control center, and the final plan sheet development. The work may also involve other analysis work such as crash and economic analysis to justify the installation of a lighting system.

4) Transportation Management Plans

Plan, design and develop transportation management plans (TMP) including Temporary Traffic Control and detour plans in support of transportation projects. Recommend various traffic management and operations, traffic control and public outreach strategies to manage traffic during construction. Operational analysis for TMPs may include data collection, modeling,

recommendations and development of a final report. Review of TMPs and related operational analysis plans prepared by others including summary report and mark-ups may also be required. Personnel assigned must have appropriate level of work zone traffic control certifications, including Level III-Advanced Work Zone Traffic Control.

TRAFFIC ENGINEERING ANALYSES AND STUDIES ANALYSES

This shall be the utilization of professional traffic engineering expertise to analyze traffic flow in highly congested or problem areas and to make recommendations to solve traffic operation problems and/or to improve traffic flow. The analyses should be based on State and Federal policies and regulations and accepted engineering principles and practices. The analyses should employ, as necessary, up-to-date traffic engineering tools, such as computer simulation models and may require extensive traffic data collection (speed, volume, classification, turning movements, and/or travel time runs). Additionally, structural (sign, signal, lighting) analyses which will involve both existing structures and those proposed for upcoming projects may be required. These analyses may include, but are not limited to, the review of required structures, related catalog cuts/shop drawings, and assisting with the development of proposed policies and specifications related to traffic control device structures.

1) Signal studies

This work may include the analysis of traffic and pedestrian data (directional flow volumes, crash statistics and/or speed samples) and the application of this data to traffic signal warrants outlined in the 2009 or current adopted edition of the MUTCD or Institute of Transportation Engineering (ITE) Manual of Transportation Engineering Studies. Studies may include, but not limited to, the collection of traffic data, field investigation, pertinent documentation to support the results of the analysis and recommendations based on results, traffic signal timing and phasing evaluations, calculation of yellow change and red clearance intervals (yellow and red), and development of coordinated system timing plans. Intersections may be studied to determine the need for the installation of a traffic signal, modification of an existing signal, or removal of an existing signal. The study may also provide a specific analysis of the location as related to Access Management Regulations. The Consultant may also be required to develop new signal warrant beyond those presented in the MUTCD, to develop of other intersection control evaluation criteria, or to develop criteria to determine signal operational parameters. It is expected that the consultant will

furnish all necessary equipment to perform any and all data collection activities; maintenance and repair of consultant equipment will be the responsibility of the consultant.

2) Traffic Signal System Coordination

This work involves conducting the necessary traffic data collection, computer simulation and analysis to develop coordinated timing plans for existing and proposed traffic signal systems along corridors. This effort may include recommending changes to existing time of day plans in a report, evaluating yellow and all red clearance intervals, and assisting CLC personnel with implementing new timing plans in field controllers. It also may require before and after evaluations of signal system performance.

3) Sign & Pavement Marking Studies

This work may involve the study of regulatory, warning and guide signs, logo signing and/or supplemental signing with regards to design requirements, field inventory, site assessments, sign quantities and recommendations. This work will also include the review of existing and recommended future pavement markings to include arrows, stop bars, lane lines, bike lane, reflective pavement markers, etc. Retro reflectivity reviews may also be required.

4) Safety studies

This work may involve the collection/review of accident data and/or speed data and the performance of operational analyses. This effort may include field investigations, research, summarization and/or recommendations regarding the specific issue(s) being reviewed and studied, cost estimates and calculation of Benefit-to-Cost, and the formal presentation of the results to the public and/or to political entities. The Consultant may be requested to lead a Road Safety Assessment (RSA) effort with participants to be identified by CLC.

- A. Stop Control Warrant Study
- B. Multi-Way Stop Control Warrant Study
- C. Traffic Signal Warrant Study
- D. Sight Distance (ISD, SSD, CST, etc.)
- E. Crosswalk Study

5) Lighting studies

This type of study shall analyze the need for roadway and/or interchange lighting based on the warrants as outlined in the latest edition of IES guidance. These studies may require data collection, field investigation, the necessary documentation to support the results of the analysis, any recommendations

regarding the need for lighting and the formal presentation of the results to the public and/or to political entities.

6) Speed Studies

This work involves conducting a speed study to determine the recommended speed limit for a section of roadway in reference to FHWA method and practice for setting speed limit. This effort may include field investigation, field data collection (speed samples, geometric features, number of access points, sight distance measurements, inventory of traffic control devices), analysis and recommendations.

7) Alternative Intersections/Interchanges Studies

This work involves conducting site specific engineering study to evaluate the feasibility and merits of non-traditional intersection design alternatives such as, but not limited to, roundabout and continuous flow intersections. This effort may include field data collection, field investigation, microscopic simulation analysis of different alternatives, and development of detailed recommendations and cost estimates.

8) Congestion and Performance Management

This work may involve the use of professional traffic engineering, data management and operations expertise to develop methodologies to calculate performance measures and calculation of measures; identify and quantify both temporally and spatially congested bottlenecks, segments, corridors and networks; recommend improvements to mitigate congestion including bottleneck improvement projects, active transportation and demand management projects, program and network level improvements. Recommendations should include analysis needed to estimate improvement and quantify Return on Investment.

9) Neighborhood traffic projects

This work will be the evaluation of a neighborhood to address its concerns regarding speed and/or volume of traffic passing through in compliance with latest edition of the CLC Municipal Code addressing the Neighborhood Traffic Calming Program. This evaluation will utilize CLC's traffic calming criteria which establishes threshold values in identifying a problem. The analysis may include the collection of data, field investigation, documentation to support the results of the evaluation, formal recommendations to address the concerns and the presentation of the results to the public and/or to political entities.

10) General studies

These studies may include assistance in reviewing current CLC policies, reviewing current practices, conducting additional traffic/and or multimodal transportation engineering studies (multimodal studies, etc.), updating specifications, reviewing industry best practices and other general traffic engineering/operations related studies. All of these efforts may include research, field investigation, data collection, engineering analysis, interfacing with District/Regional personnel and making recommendations for further development.

REVIEW OF PLANS AND TRAFFIC IMPACT ANALYSIS (TIA)

The consultant may be required to review the potential future changes in land use or transportation facilities. The studies outlining these changes will be primarily submitted by other engineering-consulting firms and are to be reviewed based on applicable CLC codes, approved planning documents, and policies and Institute of Transportation Engineers (ITE) guidelines. The evaluation of a traffic impact study could include data analysis, a site visit and/or a written summation. The consultant may also be required to review the traffic signal plans developed by other engineering firms or by Department staff based on MUTCD, CLC and NEC (National Electric Code) standards and guidelines and the review of simulation models. Review of sign and pavement marking plans may also be required. All plan reviews may include redlining of plans, site visits and/or written summations.

PUBLIC PARTICIPATION/INVOLVEMENT

The public involvement process must be organized to gather information within the City limits and must be relevant to the specific goals of the study and local zoning needs, as well as encourage participation by those interested in the development of a successful. The public involvement effort must include general public and stakeholder meetings and City Staff meetings.

1) Kick-Off Meeting

The purpose of kick-off meetings will be to inform the public of the study and what the future impact may be on the area. Discussions regarding the project initiative, goals and schedule will be held with the Public, Consultant, the Planning Commission and pertinent City staff. All questions and answers period will be held, limiting public comment to six (6) minutes each. The Consultant and/or City Staff shall provide the answers to the public during this meeting.

2) Stakeholder Interviews

The purpose of the stakeholder interviews is to assist the data collection efforts and direct the development of the study for each project. The responses gathered during this phase must be incorporated and taken into consideration during the development phase of the study findings report. The meetings shall be held at a time and location to allow for maximum participation. The Consultant shall use a tool such as Survey Monkey in conjunction with the interview meetings for a period of 4–6months, whichever is agreed upon by both parties. There shall be a link placed on the City website, through the Public Information Specialist, for ease of the citizens and business owners. The Consultant and/or City Staff shall conduct these meetings with the public.

3) Public Workshops

The purpose of the public workshops is to be conducted in order to provide opportunities for those interested to participate in the development of the impact study report. Notes shall be compiled during public workshops. The Stakeholder Interviews and Public Workshops shall develop and build consensus around the vision for the Corridor Overlay District with key stakeholders including residents, businesses, property owners, citizens and elected officials. The meetings shall be held at a time and location to allow for maximum participation. The Consultant and/or City Staff shall conduct these meetings with the public.

4) Neighborhood Traffic Calming Program Meetings

The purpose of the Neighborhood Traffic Calming Program (NTCP) meeting is to discuss the results of the study and present proposal(s) for traffic calming measures to the neighborhood residents. During the meeting resident will have the opportunity to provide their input, discuss alternatives and vote on the acceptance of the proposed traffic calming measures.

5) Summary Report

The Consultant shall deliver a report to pertinent City Staff that summarizes the issues and the recommendations obtained at the stake holders' interviews and public workshops. The Consultant shall discuss the detailed report with pertinent City Staff either in a telephone conference call or in person, whichever is agreeable to both parties.

B. Project Assignment Agreements

A Project Assignment Agreement for each specific project will be

negotiated and executed on a case- by-case basis and will include a cost proposal from the Engineer proposing to do the work. The cost proposal may utilize one of the following pricing formats:

1. Lump Sum
2. Unit pricing to include:
 - a. Hourly rate for various types of services requested by the City
 - b. Charges for miscellaneous items such as blueprints, data, discs, rental of special equipment, etc.
 - c. A statement of the billing procedures including minimum billing units, if any.
 - d. Cost of sub-consultants, if any
3. An alternative unit cost breakdown

C. Deliverables

Each project contract will require a list of deliverables, timeline, and method of payment. The Engineer may be required to supply to the City the following items, when specified and as requested on the Scope of Work for each individual project.

1. Preliminary report containing schedule of work and cost estimate.
2. Construction drawings and documents. Electronic drawings shall be on CD drawn in AutoCAD format. The Engineering firm(s) shall verify the latest software, version, and update in use by the City to ensure compatibility. Provide hard copies and PDF format of the construction plans for Purchasing Section use.
 - i. As-built drawings on electronic media and reproducible prints. Electronic drawings shall be on CD drawn in AutoCAD format. All horizontal and vertical location datum information shall be coordinated with the City Surveyor. The utility location information shall be tied to project control monuments and referenced to project construction stationing. The project control survey shall be certified by a New Mexico Registered Land Surveyor. Metadata or "data about the data" shall be submitted with each as-built electronic file, preferably as a separate text file on the electronic submittal media, and shall include:
 - Name, address and phone number of the responsible land surveyor.
 - Date of completion of survey.
 - Equipment used to conduct the Survey.
 - Horizontal and vertical control marks used to tie the survey to the City approved control.
 - Transformation factors needed to reduce Ground (local coordinate system) to Grid and combined scale factor used.
 - ii. "RECORD DRAWINGS" shall be clearly labeled on each sheet.

- iii. Electronic file of traffic signal optimization software (i.e., SYNCHRO, or approved alternative)
- 3. Computer modeling shall be provided to the City in appropriate electronic format, if applicable. It shall include the entire model, including changes and a text summary (report) of the analysis that includes assumptions, procedures, and results, and any graphics that clarify the analysis. The Engineering firm(s) shall verify the report format with the City. The computer modeling shall be provided using software approved by the City.
- 4. Project reports.
- 5. Any other item specified in the contract for that project.

EXHIBIT B

PROJECT ASSIGNMENT AGREEMENT TEMPLATE

ATTACHMENT C – COST PROPOSAL FORM **RFP 22-23-045 - Traffic Engineering Services**
(NOTE: This form shall not to be modified in any way)Consulting Firm Wilson & Company, Inc., Engineers & Architects

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

ITEM No.	Item Description	Hourly Rate	Typical Minimum Completion Time (Hrs)
1	Principal Engineer	\$314.00	N/A
2	Project Engineer/Project Manager	\$195.00	N/A
3	Senior Engineer	\$195.00	N/A
4	Design Engineer	\$145.00	N/A
5	Engineer Intern	\$98.00	N/A
6	Engineering Technician	\$103.00	N/A
7	Drafting Technician	\$105.00	N/A
8	Survey Crew**	\$220.00	N/A
9	Construction Inspector/Observer	\$135.00	N/A
10	Administrative/Clerical	\$89.00	N/A
11	Field Testing and Investigations	\$103.00	N/A
	DATA COLLECTION (PER LOCATION)		
12	12-Hour Turning Movement Count/Pedestrian Count	\$875.00	5
13	24-Hour Turning Movement Count/Pedestrian Count	\$1,150.00	5
14	7-Day Bi-Directional Traffic Count with Classification and Speed Data	\$1,050.00	5
15	8- Hour Pedestrian Volume Count	\$775.00	5
16	Stop Control Warrant Study	\$5,200.00	40
17	Multi-Way Stop Control Warrant Study	\$5,200.00	40
18	Traffic Signal Warrant Study	\$8,000.00	52
19	Sight Distance Study (ISD, SSD, CST, etc.)	\$4,000.00	32
20	Signal Retiming – Major Intersections	\$11,700.00	91
21	Signal Retiming – Minor Intersections	\$9,200.00	69
22	Speed Zone Study	\$4,000.00	32

Revised: January 2023

Page 17 of 18

Revised: May 2023

23	Pedestrian Hybrid Beacon Warrant Study	\$4,000.00	32
	MATERIALS / REIMBURSABLE EXPENSES		
	Travel		
24	Per Diem (per day) – Pre-Approval Required	<u>City of Las Cruces Rate</u>	N/A
25	Vehicle Mileage Rate (per mile)	<u>Current IRS Rate</u>	N/A
	Reproduction Services		
26	Black and White Copies (per copy)	\$0.10	N/A
27	Color Copies (per copy)	\$0.38	N/A
28	Prints 24x36 (per sheet)	\$0.90	N/A
29	Mylars 24x36 (per sheet)	\$1.14	N/A
30	Photo Quality Plots (per plot)	\$2.22	N/A
	MISCELLANEOUS	\$	
31	Any other costs incurred	<u>Case by Case Basis</u>	

*Rates are to include all overhead costs and any and all assessment expenses

**Survey Crew Rates are to include GPS and Total Station Equipment

Notes:

1. Detailed man hour Estimates are required for T&M contracts and are to utilize corresponding rates
2. Rates in place at the time a project is contracted with the City will remain for the duration of the contract.



CITY OF LAS CRUCES

PROJECT ASSIGNMENT AGREEMENT

22-23-045 TRAFFIC ENGINEERING SERVICES

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 22-23-045 dated _____, 20__ between the CITY and Wilson & Company, Inc., (ENGINEER), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20__, as follows:

1. In a satisfactory and proper manner, the ENGINEER shall perform SERVICES as proposed in response to the CITY's RFP No. 22-23-045 and ENGINEER's proposal as set forth in ATTACHMENT A attached hereto.
2. The estimated completion date is **number** days after a Notice to Proceed is issued by the CITY to the **ENGINEER**.
3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of **\$dollars.cents**, plus NMGRT. Invoices issued by the ENGINEER shall be made **monthly / upon completion of project** with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

WILSON & COMPANY, INC.

CITY OF LAS CRUCES

By: _____
Signature Date

By: _____
Signature Date

Print Name and Title

Alicia Hernandez, Purchasing Manager

Requisition No. **XXXXXXXX**

ATTACHMENT A

INSURANCE DOCUMENTS



City Council Action and Executive Summary

24-011

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	Adopted: July 17, 2023		
Drafter:	Maria Sanchez	Department:	Financial Services
Program:	Accounting	Line of Business:	Accounting and Financial Reporting
Title:	A RESOLUTION APPROVING THE JUNE 30, 2023 QUARTERLY FINANCIAL REPORT TO SUBMIT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.		

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

PURPOSE(S) OF ACTION:
DFA requires approval of the 4th Quarter Financial Report ending June 30, 2023.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
New Mexico Statutes Annotated (NMSA) 1978, as amended, Section 6-6-2 mandates that the New Mexico Department of Finance and Administration's (DFA), Local Government Division (LGD) requires periodic financial reports from local public entities across the state. As a result, the City of Las Cruces files quarterly financial reports with the DFA/LGD. DFA/LGD requires a resolution from the governing body, approving the FY23 fourth-quarter report, ending June 30, 2023. The deadline to submit the report to DFA/LGD is July 31, 2023.

The DFA/LGD utilizes these reports to determine the City's compliance with its adopted budget, including approved amendments. The fourth quarter report attached to the proposed resolution indicates that the City has met this requirement.

Approval and certification of the City's FY24 budget is contingent upon the submission of several items. One item is this resolution approving the fourth quarter financial report.

SUPPORT INFORMATION:
[Exhibit "A" - FY23 Q4 - Report Recap](#)

PLAN(S):
Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes

Agenda Item #7.1.

☒ 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 the Quarterly Financial Report for the period ending June 30, 2023.
2. Vote “No”; this will not approve the Resolution nor the Quarterly Financial Report for the period ending June 30, 2023 and put the City in position to violate state law.
3. Vote to “Amend”; this would allow Council to require additional information before approving the report.
4. Vote to “Table”; this could delay the approval of the resolution to approve the Quarterly Financial Report ending June 30, 2023 that is required by the New Mexico Department of Finance and Administration.

REFERENCE INFORMATION:

Resolution No. 23-011

RESOLUTION 24-011

A RESOLUTION APPROVING THE JUNE 30, 2023 QUARTERLY FINANCIAL REPORT TO SUBMIT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.

The City Council is informed that:

WHEREAS, New Mexico Statutes Annotated (NMSA) 1978, as amended, Section 6-6-2 mandates that the New Mexico Department of Finance and Administration's (DFA), Local Government Division (LGD) requires periodic financial reports from local public entities across the state; and

WHEREAS, as a result, the City of Las Cruces files quarterly financial reports with the DFA/LGD. DFA/LGD requires a resolution from the governing body, approving the FY23 fourth quarter report, ending June 30, 2023; and

WHEREAS, the DFA/LGD utilizes these reports to determine the City's compliance with its adopted budget, including approved amendments; and

WHEREAS, the fourth quarter report attached to the proposed resolution indicates that the City has met this requirement; and

WHEREAS, approval and certification of the City's FY24 budget is contingent upon submission of several items, including this resolution approving the fourth quarter financial report.

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

(I)

THAT the City of Las Cruces hereby approves the Quarterly Financial Report to the New Mexico Department of Finance and Administration, LGD, for the period ending June 30, 2023, as shown in Exhibit "A" attached hereto and made part of this Resolution.

(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

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

State of New Mexico
Local Government Budget Management System (LGBMS)
Report Recap - Fiscal Year 2022-2023 - Las Cruces (City) - FY2023 Q4

Printed from LGBMS on 2023-07-12 17:32:22

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	321,889,546.00	0.00	157,835,472.20	-15,585,513.13	120,649,966.28	-265,108,751.79	78,380,787.00	10,054,163.86	68,326,623.14
20100 Corrections	1,318,015.00	0.00	-322,251.40	-500,000.00	470,806.70	1,683,112.10	1,708,069.00	0.00	1,708,069.00
20200 Environmental	1,806,090.00	0.00	95,492.30	136,538.74	8,356.17	-2,029,764.87	0.00	0.00	0.00
20600 Emergency Medical Services	161.00	0.00	13,295.42	0.00	20,000.00	6,707.58	164.00	0.00	164.00
20900 Fire Protection	365,887.00	0.00	656,486.40	0.00	680,433.49	-25,664.91	316,275.00	0.00	316,275.00
21100 Law Enforcement Protection	0.00	0.00	224,000.00	-17,307.87	212,250.92	22,866.79	17,308.00	0.00	17,308.00
21200 Law Enforcement Recruitment/Retention	0.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00	0.00	0.00
21300 DPS- Law Enforcement Retention	0.00	0.00	121,502.87	0.00	109,703.63	-11,799.24	0.00	0.00	0.00
21400 Lodgers' Tax	1,965,417.00	0.00	2,857,750.42	-150,000.00	2,212,070.04	1,321,335.62	3,782,433.00	0.00	3,782,433.00
21600 Municipal Street	7,855,833.00	0.00	7,523,058.37	-7,854,301.66	4,035,297.67	-411,040.04	3,078,252.00	0.00	3,078,252.00
21700 Recreation	92,545.00	0.00	11,964.36	0.00	0.00	-1,623.36	102,886.00	0.00	102,886.00
21800 Intergovernmental Grants	25,757.00	0.00	4,172,785.91	0.00	5,062,046.31	1,561,999.40	698,496.00	0.00	698,496.00
21900 Senior Citizens	49,492.00	0.00	0.00	0.00	0.00	-49,492.00	0.00	0.00	0.00
22300 DWI Fund	4,346.00	0.00	8,272.30	0.00	8,920.99	5,894.69	9,592.00	0.00	9,592.00
24100 Convention Center Fee	237,405.00	0.00	1,344,083.83	-1,109,806.00	85,597.76	-145,607.07	240,478.00	0.00	240,478.00
27000 LG Abatement Opioid Fund	0.00	0.00	605,239.89	0.00	0.00	-605,239.89	0.00	0.00	0.00
28000 Cannabis Regulation Act	0.00	0.00	847,149.72	0.00	0.00	-847,149.72	0.00	0.00	0.00
29900 Other Special Revenue	67,640,509.00	0.00	11,645,795.40	-5,761,672.56	2,487,184.17	-2,307,039.67	68,730,408.00	0.00	68,730,408.00
30100 Bond Proceeds Project	41,916,841.00	0.00	30,398,108.91	0.00	21,252,023.23	-39,988,475.68	11,074,451.00	0.00	11,074,451.00

30400 Road/Street Projects	947,162.00	0.00	17,359.43	0.00	-71,216.99	-248,050.42	787,688.00	0.00	787,688.00
30500 Gross Receipts Tax Proceeds Project	12,065,351.00	0.00	333,703.95	5,300,000.00	4,052,938.26	3,545,711.31	17,191,828.00	0.00	17,191,828.00
30600 NMFA Project	19,809,116.00	0.00	5,292,393.49	-60,364.51	10,733,730.90	-1,950,749.08	12,356,665.00	0.00	12,356,665.00
39900 Other Capital Projects	15,344,564.00	0.00	6,253,168.72	2,500,000.00	7,956,551.35	-152,088.37	15,989,093.00	0.00	15,989,093.00
40100 General Obligation Bond Debt Service	6,901,032.00	0.00	6,835,775.50	0.00	5,144,245.19	-1,439,192.31	7,153,370.00	0.00	7,153,370.00
40200 GRT Revenue Bond Debt Service	1,805,150.00	0.00	2,273,818.56	8,085,242.00	9,057,156.53	-1,172,827.03	1,934,227.00	0.00	1,934,227.00
40400 NMFA Loan Debt Service	1,709,507.00	0.00	316,526.03	6,308,856.07	602,773.00	-6,333,114.10	1,399,002.00	0.00	1,399,002.00
49900 Other Debt Service	12,243.00	0.00	0.00	151,361.00	151,360.70	-0.30	12,243.00	0.00	12,243.00
50100 Water Enterprise	16,656,492.00	0.00	22,321,376.45	-100,000.00	29,981,678.56	2,922,384.11	11,818,574.00	0.00	11,818,574.00
50200 Solid Waste Enterprise	12,955,907.00	0.00	18,843,920.85	1,415,272.00	19,621,021.97	-2,447,941.88	11,146,136.00	0.00	11,146,136.00
50300 Wastewater/Sewer Enterprise	11,557,682.00	0.00	17,463,087.71	1,318,566.12	20,225,390.73	4,217,789.90	14,331,735.00	0.00	14,331,735.00
50400 Airport Enterprise	908,602.00	0.00	1,447,955.14	62,322.92	2,572,897.83	1,063,380.77	909,363.00	0.00	909,363.00
51200 Community Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
51700 Gas Utility	9,745,792.00	0.00	40,579,651.65	-1,415,272.00	39,021,421.90	-4,159,048.75	5,729,701.00	0.00	5,729,701.00
52100 Joint Utility	268,703.00	0.00	18,140,410.56	0.00	13,420,703.80	-4,510,815.76	477,594.00	0.00	477,594.00
53200 Transit Enterprise	2,993,898.00	0.00	11,234,151.60	46,434.00	12,454,655.41	5,252,660.81	7,072,489.00	0.00	7,072,489.00
60300 Motor Pool Services	3,618,328.00	0.00	7,248,194.10	0.00	7,831,689.33	-99,519.77	2,935,313.00	0.00	2,935,313.00
69900 Other Internal Service	6,981,580.00	0.00	917,611.43	7,222,816.00	7,485,733.20	-2,692,284.23	4,943,990.00	0.00	4,943,990.00
79900 Other Trust & Agency	17,364,958.00	0.00	28,909,508.94	6,828.88	26,000,953.76	-5,125,969.06	15,154,373.00	0.00	15,154,373.00
Totals	586,813,911.00	0.00	411,466,821.01	0.00	378,538,342.79	-320,259,406.22	299,482,983.00	10,054,163.86	289,428,819.14



City Council Action and Executive Summary

24-012

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: July 17, 2023		
Drafter:	Viola Perea	Department:	City Manager's Office
Program:	Internal Audit	Line of Business:	Office of the City Manager
Title:	A RESOLUTION TO APPROVE THE FISCAL YEAR 2023-2024 ANNUAL INTERNAL AUDIT PLAN.		

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

PURPOSE(S) OF ACTION:

To approve the Fiscal Year 2023-2024 Annual Internal Audit Plan.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In accordance with the Institute of Internal Auditor’s (IIA) International Standards for the Professional Practice of Internal Auditing (Standards), Standard 2010 – Planning, the Internal Audit Office has prepared a risk-based Internal Audit Plan for Fiscal Year 2023- 2024 (FY24). The FY24 Annual Internal Audit Plan outlines the activities that are expected to be performed by the Internal Audit Office during the fiscal year.

The IIA Standards require that internal auditors develop an audit plan based on risk exposure that is assessed at least annually. The City of Las Cruces’s audit universe is a subjective assessment of auditable areas within the City, which is comprised of 13 Departments and several key sections and partnering agencies.

An annual risk assessment survey was completed in May 2023 by City-wide management and potential audit topics resulting from the survey were gathered for discussion with the City Manager’s Office and the City’s Oversight Committee. The process of preparing the annual Internal Audit plan included an evaluation of those areas within the audit universe that were considered to be the most important by management and ensuring that activities with the greatest risk are audited to the extent that Internal Audit resources allow.

The FY24 Annual Internal Audit Plan includes FY22/FY23 Carry Forward Audits: (1) (Final Review Stage) Rincon Hills Park Contract, (2) (Final Review Stage) Utilities Customer Deposits and Refunds, (3) (Final Review Stage) City Wide Travel, (4) (In Process) City Wide Leases, (5) (In Process) Employee Benefits and Payroll Corrections, (6) (In Process) City Wide P-Card and D-Card Audit / WEX Card Follow-Up, (7) (In Process) Sponsorship Agreements of Non City Events, (8) Utilities Bill Pay Assistance Programs; (9) Business Licenses, (10) Overtime; FY24 Scheduled Audits: (1) Risk Management Accident Review Process, (2) Community Development Permitting Process, (3) Lodgers Tax, (4) City Wide Inventory, (5) ARPA Funds Payment Requests; FY23 Contract Compliance Audits:(1) TIDD Fund Project, (2) Temp Agency Contract, (3) General Fund Contract; Follow-Up Audits: (1) FY22/FY23 City of Las Cruces ACFR Findings, (2) Project Development & Management Manual (PDMM), (3) Utilities Payment Receipting/ Treasury, (4) Juvenile Citation Program, (5) FLSA Payroll and Training Requirements, (6) Municipal Court Indigent Defense Services.

Agenda Item #7.2.

Ordinance No. 2881, Accountability in Governance, Sec. 2-178.3 Annual Audit Plan (b) states "The annual audit plan shall be approved by the Council by resolution."

SUPPORT INFORMATION:

[Exhibit "A" - FY24 Annual Internal Audit Plan](#)

[Attachment "A" - FY24 Annual Internal Audit Plan Report](#)

[Attachment "B" - FY24 Annual Risk Assessment Matrix](#)

[Attachment "C" - FY24 Internal Audit Hours \(Budgeted\)](#)

[Attachment "D" - Accountability in Government Ordinance, 2881](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

Oversight Committee

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 to approve the FY24 Annual Internal Audit Plan.
2. Vote "No" this will not approve the Resolution nor will it approve the FY24 Annual Internal Audit Plan.
3. Vote to "Amend" this would need further direction from City Council to staff.
4. Vote to "Table" this would delay the Resolution and could delay the commencement of FY24 Internal Audit activities.

RESOLUTION 24-012

A RESOLUTION TO APPROVE THE FISCAL YEAR 2023-2024 ANNUAL INTERNAL AUDIT PLAN.

The City Council is informed that:

WHEREAS, the City of Las Cruces Internal Audit Office adheres to the Institute of Internal Auditors (IIA) International Standards for the Professional Practice of Internal Auditing (Standards); and

WHEREAS, the IIA Standards require that internal auditors develop an annual audit plan based on risk exposure that is assessed at least annually; and

WHEREAS, an annual risk assessment was completed in May 2023 with input from City-wide management and the City's Oversight Committee; and

WHEREAS, the audit universe is a subjective assessment of auditable areas within the City of Las Cruces, which is comprised of 13 Departments and several key sections and partnering agencies; and

WHEREAS, the process of preparing the annual audit plan included identifying those areas within the audit universe that are considered to be the most important by management and ensuring that activities with the greatest risk are audited to the extent that Internal Audit resources allow; and

WHEREAS, Ordinance No. 2881, Accountability in Government, Sec. 2-178.3 Annual Audit Plan (b) states "The annual audit plan shall be approved by the Council by resolution."

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

(I)

THAT the City hereby accepts the FY24 Annual Internal Audit Plan as shown in Exhibit "A" attached hereto and made part of this Resolution.

(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

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

**CITY OF LAS CRUCES
FISCAL YEAR 2023 - 2024 ANNUAL INTERNAL AUDIT PLAN**

<u>FY23 CARRY FORWARDS:</u>	<u>ESTIMATED AUDIT HOURS</u>
(Final Review Stage) Rincon Hills Park Contract	80
(Final Review Stage) Utilities Customer Deposits and Refunds	80
(Final Review Stage) City Wide Travel	80
 (In Process) City Wide Leases	300
(In Process) Employee Benefits and Payroll Corrections	300
(In Process) City Wide P-Cards / D-Cards	300
(In Process) Sponsorships of Non City Events	128
 Business Licenses	500
Utilities Bill Pay Assistance Programs	500
Overtime	500
	<u>2768</u>
 <u>FY24 SCHEDULED AUDITS:</u>	
Risk Management Accident Review Process	500
Community Development Permitting Process	500
Lodgers Tax	500
Inventory	500
ARPA Funds	500
	<u>2500</u>
 <u>CONTRACT COMPLIANCE AUDITS:</u>	
General Fund Contract	500
Temp Agency Contract	500
TIDD Fund Project	500
	<u>1500</u>
 <u>FOLLOW UP AUDITS:</u>	
FY23 ACFR Findings	85
Project Development & Management Manual (PDMM)	85
Utilities Payment Receipting / Treasury	85
Juvenile Citation Program	85
FLSA Payroll and Training Requirements	85
Municipal Court Indigent Defense Services	85
	<u>510</u>
 TOTAL:	<u><u>7278</u></u>

ATTACHMENT "A"



**FISCAL YEAR 2023-2024
ANNUAL INTERNAL AUDIT PLAN REPORT**

**Prepared by the
Internal Audit Office
June 27, 2023**

City of Las Cruces
Internal Audit Office
FY 2023 - 2024 Annual Internal Audit Plan Report

In accordance with the Institute of Internal Auditor's (IIA) International Standards for the Professional Practice of Internal Auditing (Standards), Standard 2010 – Planning, the Internal Audit Office has prepared a risk-based Internal Audit Plan for Fiscal Year 2023- 2024 (FY24). **(Exhibit A)** The FY24 Annual Internal Audit Plan outlines the activities that are expected to be performed by the Internal Audit Office during the fiscal year.

OVERVIEW

The IIA Standards require that internal auditors develop an audit plan based on risk exposure that is assessed at least annually. The City of Las Cruces's audit universe is a subjective assessment of auditable areas with the City, which is comprised of 13 Departments and several key sections and partnering agencies.

An annual risk assessment survey was completed in May 2023 by City-wide management and potential audit topics resulting from the survey were gathered for discussion with the City Manager's Office and the City's Oversight Committee. The process of preparing the annual Internal Audit plan included an evaluation of those areas within the audit universe that were considered to be the most important by management and ensuring that activities with the greatest risk are audited to the extent that Internal Audit resources allow.

The annual risk assessment survey was designed to measure certain risk factors necessary for the City of Las Cruces to meet its mission, strategic plan, and its goals and objectives. Our goal is to provide reasonable assurance that the concept of risk-based auditing was practiced. The risk factors used were:

- Management Interest / Management Risk – Interest by management to have an area audited due to operational or internal control concerns.
- Budget Risk – The risk that the City of Las Cruces's annual budget will be affected by factors that are not planned or anticipated.
- Strategic Risk – The risk that poor business decisions, improper implementation of strategic goals, or significant organizational changes will reduce the City's ability to meet those goals.
- Reputational Risk – The risk that the City's public image will be tarnished due to improper actions on the part of City officials, management, or staff.
- Compliance Risk – The risk that failure to comply with laws and regulations, prudent ethical standards, and contractual obligations will harm the City.
- Legal Claims – The risk of legal claims being filed against the City due to the performance of Departmental activities.
- Time Last Audited – The risk that certain high, medium, or low risk areas within the City have a high probability of occurrence but are not periodically audited.
- Changes in Management – The risk of changes or new management being assigned to an area within the City.

City of Las Cruces
Internal Audit Office
FY 2023 - 2024 Annual Internal Audit Plan Report

Additional survey questions were added to specifically assess management's level of confidence with internal controls in the areas of cash and inventory management. The results of the Internal Audit Annual Risk Assessment can be found as **Attachment B**.

SCOPE OF AUDITS

The IIA Standards address the scope of audit work as an evaluation of risk exposures relating to the organization's governance, operations, and information systems regarding the following:

- Achievement of the organization's strategic objectives.
- Reliability and integrity of financial and operational information.
- Effectiveness and efficiency of operations and programs.
- Safeguarding of assets.
- Compliance with laws, regulations, policies, procedures, and contracts.
- Potential for the occurrence of fraud and management of fraud risk.

CALCULATION OF THE FY24 BUDGET OF INTERNAL AUDIT HOURS

The Internal Audit Office is comprised of five fulltime positions: 1 City Auditor and 4 Internal Auditors. All Internal Audit positions are currently filled. For the five audit positions, there are 10,400 hours available for the fiscal year, which are divided into three major categories: **(Attachment C)**

1. Direct Audit Hours: 7,278 (approximately 70%)
 - Scheduled Audits, Contract Compliance Audits, Follow-up Audits, and Strategic Reviews or Special Audits (Management Requests) not previously scheduled.
2. In-Direct Audit Hours: 1,442 (approximately 14%)
 - Audit Administration, Committees and other City Meetings, External Audit Coordination, Internal Audit Planning, Contract Management, IPRA Requests, Staff Meetings, Training, and Miscellaneous duties.
3. Holidays and Leave: 1,680 (approximately 16%)
 - Holidays and Annual, Sick, and Personal Leave

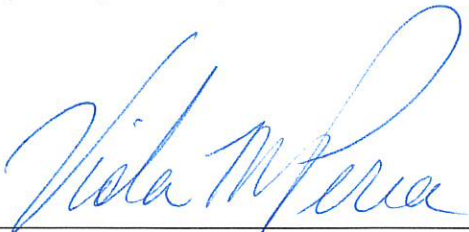
Agenda Item #7.2.

City of Las Cruces
Internal Audit Office
FY 2023 - 2024 Annual Internal Audit Plan Report

Staff development continues to be a goal of the Internal Audit Office and staff are encouraged to attend professional training opportunities offered by the Institute of Internal Auditors (IIA), Association of Local Government Auditors (ALGA), and the Association of Certified Fraud Examiners (ACFE).

Because of our philosophy of encouraging professional development, three staff members have earned the Certified Internal Auditor (CIA) professional designation, one member earned the Certified Fraud Examiner (CFE) professional designation, and one member earned the Certified Public Accountant (CPA) professional designation. All five staff members possess at least one bachelor's degree and one member possesses a master's level degree. One additional staff member is currently studying for the CIA designation and has already passed 1 part of the 3 part exam.

We appreciate the assistance and cooperation of City staff during the Risk Assessment process. We are available to answer any questions you may have regarding this report.



Viola M. Perea, CIA, CFE
City Auditor

Exhibit: A – FY24 Annual Internal Audit Plan

Attachments: A – FY24 Annual Internal Audit Plan Report
 B – FY24 Risk Assessment Matrix
 C – FY24 Estimated Audit Hours (Budgeted)
 D – Accountability in Government Ordinance (Ord. No. 2881)

Enterprise Risk Management

City of Las Cruces
Risk Matrix Report
FY 2023-2024 RISK ASSESSMENT

ATTACHMENT "B"

#	ACTIVITIES	1	2	3	4	5	6	7	8	9	10	11	12
2	Risk Management Accident Review Process	Impairment Issues may go undetected or unconfirmed and may not be addressed.	Increased civil or criminal litigation for at fault accidents.	Root causes are not identified to fix the true cause.	Improper or incomplete investigations into cause of accidents.	Increased liability due to repeat vehicle accidents by same driver.	Injuries occurring in City facilities may not be shared with management so corrective actions can be completed.	Lack of Enforcement of policy or disciplinary actions - Not holding people accountable.	Loss of insurance coverage or increasing insurance premiums due to volume of claims.	Management or supervisors informing staff of potential testing and allowing them to leave work to avoid testing.	Multiple settlements for same or similar causes of at fault driving accidents.	Not all incidents get reported either on purpose or people don't report because of fear or forgetting to report.	Repeated injuries for the same cause due to lack of corrective action - increased liability.
7	Community Development Permitting Process	Permitted work is not inspected or not inspected timely (work has moved forward without inspection.)	Expedited permits are not charged appropriately.	Fee waivers are not documented.	Permits and/or inspections and outcomes are falsified to cover up a lack of completion at the appropriate time.	Permits based on contingencies are not followed up on before issuing a Certificate of Occupancy.	Permits issued are not reconciled with fee payment receipts to ensure all permit fees have been paid.	Rules are not applied consistently for all applicants - favoritism, discrimination, kickbacks, fraud, illegal.	Unpermitted projects / jobs / construction.	City liability for faulty work that was permitted / inspected.	Fees charged are not calculated accurately and/or do not agree to approved fee schedules.	Inspections are incomplete or not at the appropriate level of what is required.	Inspections for permitted work are not being done.
14	Lodgers Tax	Tax may not be collected from all applicable businesses.	We don't know who is supposed to pay lodgers tax and therefore cannot collect all required taxes.	False reporting by vendors to support lodgers taxes collected.	Lodgers Tax collected may be reverted if not used timely.	Misuse of Lodgers Tax monies.	No collection process for unpaid taxes - Time consuming process to collect for non payment (in court).	The appropriate percentage of Lodgers Tax collected are not used for marketing purposes.	Uses of Lodgers Tax may not conform to state statute.	Annual audits of Lodgers Tax may not be completed timely.	Lodgers Tax may be temporarily "loaned out" for other purposes - and may or may not be refunded.	Reporting requirements for Lodgers Tax may not be completed.	The tax rate collected may not be accurate.
9	Impact Fees	City revenues are decreased due to non collection of fees.	Required fees are not collected due to monitoring or other City mandated reasons.	City services funded by fees are limited or negatively affected by lack of fee funding sources.	Disallows builders to come to Las Cruces because of fee requirements.	Fees are not consistently charged to all developers or for all required purposes.	Fees are not used for appropriate uses.	Impact fees raise the cost of projects and may impact the project's completion by the developer.	There is no process in place to identify and collect unpaid fees.	New infrastructure purchased by impact fees may increase maintenance costs by the City for sustainability.	Other City services are negatively impacted due to funding diverted to support services normally funded by fees.	Disagreement or unreconciled activities between MUNIS and other systems, such as Acela.	Fees may be waived for only some customers.
12	City Wide Grants	Grant Agreements are not monitored to ensure compliance with requirements for use of funds.	Grant Draw Downs are not made timely causing unnecessary use of City funds for grant funding expenses.	Grant funding sources are misused.	Grant uses do not consider requirements for use such as Buy America, women or minority owned businesses.	Grants received without City's knowledge to track and account for.	Future grants are denied due to past practice of inappropriate use of grant funds.	Grants funding sources are terminated for inappropriate use of grant funds.	Future grants are denied due to poor financial practices or repeated audit findings.	Grant reporting requirements are not met resulting in reduction or loss of grant funds.	Insufficient staff to request grant options - loss of potential grant funds because of staff and time needed to apply.	Lack of grant related training to understand the process, reporting requirements, accountability.	Related policies are not clear or no longer applicable to current grant requirements.
11	Airport Leases - General Billing	Violation of lease agreements if billing is not completed or is not consistent or accurate.	Departments and Finance do not communicate well and do not share information related to billing of leased areas.	General Billing does not consistently use the same CPI when determining the cost for leased areas.	General Billing has not been set up for all leased areas.	Lease language does not benefit the City / community.	Loss of Revenue due to poor or inconsistent billing practices.	Unpaid invoices are not collected resulting in a loss of revenue.	General Billing is not consistently or timely run for all leased areas.	Leases do not follow FAA regulations.	Inconsistent lease terms - some more or less favorable to the lessee.	Insufficient staff to manage the leases in place or growth in the future.	Leases expire or insurance expires without timely renewal liability?
16	Temp Agency Hires	Increased costs for unnecessary, unjustified, or extended temp hires.	Lack of contribution into PERA retirement fund because he filled with a temp employee.	Less control over vetting temp agency hires.	Lack of loyalty to the City, low morale, low productivity.	Temp Agency hires do not support hiring an FTE. Unfilled FTE positions may be lost if unfilled.	Using City resources to train someone who may not be with the City for an extended amount of time.	Temp employees are not background checked.	Double dipping is encouraged by rehiring a retired employee and not posting the position.	No urgency to fill a position filled by a temp employee.	Paying too much for a temp hire instead of filling a position.	Rates paid for temp services do not agree with Temp Agency contracts for the positions hired.	Temp employee expectations for City provided benefits (Health Insurance, Retirement, Sick/Annual Leave).
10	Inventory	Assets purchased by p-cards are not tracked because departments are not monitoring p-card purchases.	Excessive purchases may lead to waste of City funds.	Inventory controls are not in place and assets may be lost or stolen due to lack of controls.	Assets are purchased as separate component parts and are not tracked as one capitalized asset-cost splitting.	Inaccurate forecasting of inventory needs may delay projects due to unavailability.	Inventory systems do not accurately identify or quantify items added to or removed from inventory.	Not all assets valued at \$5,000 or over are identified as a capital asset and are not tracked.	Mischarges on Work Orders - hides theft, cannot job cost, Internal Service functions cannot properly bill to fund process.	Cycle counts are not periodically performed to identify issues sooner.	Excessive or unnecessary purchases become obsolete if not used.	Paying too much for inventory - not using pricing agreements or other resources for discounts.	Damaged items are not identified at the time of delivery and may not be returnable.
15	Policy Waivers	There is no policy to manage / monitor policy waivers.	Waivers made without knowledge of policy or policy violations are not considered.	Waivers may be provided for policies that are based on ordinances, state, or federal laws.	Waivers may become the norm instead of the exception.	Waivers may not be consistently issued to everyone for the same area being waived (favoritism).	Waivers may support or encourage non-compliance in areas where waivers have not been provided.	Abuse of policy waivers.	No clear indication of support or purpose to justify waivers.	Unethical decisions to waive policy.	Morale may be negatively impacted by waivers being provided for certain areas.	Policies may not be reviewed for appropriateness or effectiveness where waivers are provided.	n/a
5	Building Maintenance and Security	Closures to the public - negative impact of city services if closed for extended period of time due to repairs.	Physical safety risk if no security features to protect staff.	Broken or damaged areas accessible to the public may increase accidents and injuries and increase settlements.	Lower employee morale if staff have to work in unclear or unsafe environments.	No action plan to know what to do - fire drills, active shooter, bomb threat, chemical leak - not limited to fire.	Unauthorized persons can access the building or secured areas (should be secured areas).	Excessive Use of Sick Leave - Health risk for unclear areas.	Do not have necessary personnel or sufficient number of staff to complete tasks in a timely manner.	Lack of a short term and/or long term maintenance plan to address routine maintenance and materials to support a safe environment.	Monies are not available to purchase appropriate tools and materials to support a safe environment.	More costly repairs for unaddressed damages.	Repairs are not made timely.
13	Invoice Verifications	Approvals are "rubber stamped" and are not reviewed for accuracy or validity.	Invoiced services or items have not been received.	Invoices are duplicates of paid or unpaid invoices.	Invoices are entered and approved by the same person (No separate duties may lead to fraudulent invoices entered).	Invoices are fictitious - Ghost vendors.	Collusion between employees to submit invoice, approve invoice and pay invoice.	Improper separation of duties, approving their own invoice, transferring approvals to someone who entered the invoice.	Invoices are paid without proper review or approval.	No receipt was received for goods/services received.	Taxes were either charged or not charged, depending on what was required for taxes.	Incorrect cost per item was charged on the invoice.	Invoices are not processed timely.
8	Capital Improvement Program (CIP)	Increased costs due to project changes to the plan.	Increased costs for CIP projects due to vendor, materials, or other timing delays.	Unplanned CIP projects are given priority without approval.	Funding is not available to accomplish unplanned CIP projects.	Loss of public trust if CIP projects are not completed as initially described.	Unplanned CIP projects are moved forward without proper approval.	Non compliance with City/State/Federal rules and regulations related to CIP funding sources.	Inability to accomplish projects on the approved CIP due to lack of funding caused by unplanned, competing requests.	n/a	n/a	n/a	n/a
14	Purchasing Process and Expenditures	Expenditures are not recorded in the correct reporting period.	Expenditures do not comply with City policy related to allowable and unallowable purchases.	Federal DOT requirements are not met: Minority, Women Owned, Buy American (Grant Requirements).	PO's do not have appropriate Insurance Coverage.	Purchases and Renewals by-pass required City Council approval.	Unnecessary, or Kickbacks, Bribes, Gifts.	Budget does not reflect correctly - expenditures are coded to the wrong account code (Hiding purchases).	Excessive expenditures for City Award Ceremonies and non compliance with related CMP (Anti Donation).	PO's and RFC's do not have appropriate Quotes.	Unclear when a PO is required vs. a RFC.	Purchases are unnecessary and are not found due to a lack of oversight.	n/a

City of Las Cruces
Risk Matrix Report
FY 2023-2024 RISK ASSESSMENT

17	Civ Vehicle and Rolling Stock Purchases	Not enough mechanics to properly service vehicles - PM's.	Vehicles are not properly insured	Vehicles are not properly registered or titled	Vehicles are not timely registered or titled.	Purchasing vehicles we don't need	Purchases are not compliant with City Policy - electric vehicles	Vehicles are not properly identified as a taxable or non taxable vehicle.	Vehicles are not properly marked as a City vehicle with tag numbers, City logo, How's my Driven, etc.	Resale of unused vehicles does not yield an appropriate amount. Auction less than value.	-	n/a	-	n/a	-	n/a	
20	Community of Hope Mano y Mano MVE	Lack of oversight - deliverables not received or do not agree to agreements or no longer meet needs of the City.	City monies used for housing that is not maintained well.	Loss of community trust if funds are misused.	Politically motivated - no clear benefit demonstrated to continue funding or submitters.	Inappropriate use of funds provided to these functions - Anti Donation.	Agreements do not identify clear deliverables or benefits to the City to support funding.	Workers were not being paid proper wages.	-	n/a	-	n/a	-	n/a	-	n/a	
18	PAL Boxing Gym	The City may be liable for accidents or injuries occurring at the PAL Boxing Gym.	City funds are used to maintain a non-city building. Anti-donation.	PAL Boxing Gym may not be properly insured.	PAL Boxing Gym is funded by the City but is not made available to all employees or is not open to the public.	PAL Boxing Gym is not properly identified as a City building or City function.	Do not know who is in charge of the PAL gym - no one is taking responsibility for budget, maintenance, etc.	-	n/a	-	n/a	-	n/a	-	n/a	-	n/a
3	ARPA Funds	Projects are not completed on time and vendor does not expend monies timely.	Projects are unsustainable causing City to consider how to continue funding the projects.	Contracted services do not agree with purposes identified in the ARPA application or are not appropriate for use of funds.	Contracts do not include clear deliverables or deliverables are not met.	Lack of City oversight of contracted projects.	Loss of community trust for inappropriate use of ARPA funds.	No process in place to review or confirm completion of deliverables prior to distribution of monies.	Required to refund the Federal Government for inappropriate use of funds.	-	n/a	-	n/a	-	n/a	-	n/a
1	311 System	Loss of community trust if issues go unaddressed for too long.	Not timely addressed by responsible department resulting in additional complaints and additional time to follow up/calls.	Complaints go unaddressed or not resolved properly due to lack of information by the caller.	Multiple calls for the same issue because complainant is not notified of the outcome. No way to link repeated calls.	Not used, not easily found on the City Website or visible to the public.	Oversight does not identify patterns in repeated calls that may identify false resolution, poor performance or materials.	Claims for damages caused by potholes that have not been repaired.	More important issues get mixed in with less important issue and it may not get the level of attention that it requires.	No one monitors the system to address concerns in a timely manner.	-	n/a	-	n/a	-	n/a	Erroneous calls are called into the 311 system - wastes time and resources.
6	CBA Compliance - Uniforms	Union employees do not receive the correct uniform items to properly conduct their work.	Staff not eligible for uniforms are purchasing City apparel using City Funds and are not paying tax on the value.	Contract issues like negotiations may affect delivery of uniform items.	Replacement items are not properly justified or are not purchased through the appropriate process/vendors.	Stipends provided are not used to purchase new uniform items and employee continues to wear old/worn items.	Excess or unnecessary spending on replacement items. Departments may not communicate to Finance what Fringe Benefits are being provided so they can monitor tax.	Non compliance with CMP for uniforms.	Replacement items are not provided timely.	Some might not be provided due to supply issues.	-	n/a	-	n/a	-	n/a	We are not following the CBAs or not consistent with the interpretation of what they require by Union, Mont. staff
19	Taxable Fringe Benefits	Non-Uniform Shoe Purchases are not tracked or taxed.	Non-Uniform Clothing Purchases are not tracked or taxed.	Other City Purchased benefits identified by the IRS as a fringe benefit are not tracked or taxed.	Personal Use of City Vehicles are not tracked or taxed.	City Purchased Gift Cards are not tracked or taxed.	Inconsistent treatment of benefits - sometime taxed and sometimes not taxed.	Employees are improperly charged for Fringe Benefits received.	Unclear what is taxable and not taxable - no training for staff to understand the IRS Regulations.	-	n/a	-	n/a	-	n/a	-	n/a

CITY OF LAS CRUCES - INTERNAL AUDIT OFFICE
FISCAL YEAR 2023 - 2024 ESTIMATED AUDIT HOURS (BUDGETED)

	V Perea	R Thielen	V Williams	W Blanchard	A Ruiz	Total Hours
Annual Hours per Employee	2080.00	2080.00	2080.00	2080.00	2080.00	10400.00
Holiday and Leave Hours	V Perea	R Thielen	V Williams	W Blanchard	A Ruiz	Total Hours
100% Annual Leave (Varies)	160.00	80.00	120.00	120.00	120.00	600.00
100% Personal Leave (2 days)	16.00	16.00	16.00	16.00	16.00	80.00
100% Sick Leave (12 days)	96.00	96.00	96.00	96.00	96.00	480.00
100% Holidays (13 days)	104.00	104.00	104.00	104.00	104.00	520.00
Total Holiday and Leave Hours:	376.00	296.00	336.00	336.00	336.00	1680.00
Available Direct and Indirect (Non-Audit Hours)	1704.00	1784.00	1744.00	1744.00	1744.00	8720.00
Direct Audit Hours	V Perea	R Thielen	V Williams	W Blanchard	A Ruiz	Total Hours
Scheduled Audits	200.00	1580.00	1578.00	1578.00	1578.00	6514.00
Follow-Up Audits	468.00	24.00	24.00	24.00	24.00	564.00
Strategic Reviews (Management Requests)	200.00	0.00	0.00	0.00	0.00	200.00
Total Direct Hours	868.00	1604.00	1602.00	1602.00	1602.00	7278.00
InDirect (Non-Audit) Hours	V Perea	R Thielen	V Williams	W Blanchard	A Ruiz	Total Hours
Administrative Duties	160.00	0.00	0.00	0.00	0.00	160.00
Hotline System Oversight	100.00	0.00	0.00	0.00	0.00	100.00
City Meetings and Committees	200.00	40.00	2.00	2.00	2.00	246.00
External Audit Coordination	4.00	0.00	0.00	0.00	0.00	4.00
Internal Audit Contract Management	80.00	0.00	0.00	0.00	0.00	80.00
Internal Audit Processes Management	80.00	0.00	0.00	0.00	0.00	80.00
Miscellaneous	40.00	40.00	40.00	40.00	40.00	200.00
PEAK - Training Programs / Ethics Survey	16.00	0.00	0.00	0.00	0.00	16.00
Projects	16.00	0.00	0.00	0.00	0.00	16.00
Risk Assessment / Annual Audit Planning	40.00	0.00	0.00	0.00	0.00	40.00
Staff Meetings	60.00	60.00	60.00	60.00	60.00	300.00
Training / Travel	40.00	40.00	40.00	40.00	40.00	200.00
Total InDirect (Non-Audit) Hours:	836.00	180.00	142.00	142.00	142.00	1442.00
Remaining / Unassigned Hours	0.00	0.00	0.00	0.00	0.00	0.00

**COUNCIL BILL NO. 19-016
ORDINANCE NO. 2881**

AN ORDINANCE AMENDING THE LAS CRUCES MUNICIPAL CODE 1997, CHAPTER 2 , ARTICLE III, TO ADD DIVISION 6, ACCOUNTABILITY IN GOVERNMENT.

The City Council is informed that:

WHEREAS, the residents of Las Cruces have a right to expect that City government will operate with maximum efficiency, accountability, and integrity; and

WHEREAS, the values of efficiency, accountability, and integrity are best able to thrive in government when there are mechanisms in place specifically addressed to promoting these values; and

WHEREAS, persons charged with preventing fraud, waste and abuse of office in government must be able to investigate vigorously and speak candidly without fear of retribution; and

WHEREAS, persons charged with promoting efficiency, accountability, and integrity in government must themselves exemplify these values; and

WHEREAS, this is consistent with the City of Las Cruces proactive measure to enact an Ethics Ordinance and create an Office of Internal Audit.

NOW, THEREFORE, Be It Ordained By The Governing Body of the City of Las Cruces;

(I)

THAT a new Chapter 2, Article III, Division 6 of the Las Cruces Municipal Code is hereby created to read as follows:

"Sec. 2-174 Short Title.

Article III Division 6, et seq. may be cited and referred to as the "Accountability in Government" ordinance.

Sec. 2-175 Purpose.

The purpose of this ordinance is to provide increased accountability, integrity, and oversight of the entire consolidated government, to assist in promoting economy and efficiency, improve operations, and deter and identify waste, fraud, and abuse.

Sec. 2-176 Definitions.

- (a) COMMITTEE. The Oversight Committee.
- (b) CONTRACTORS. All city contractors, subcontractors, and lower tier subcontractors.
- (c) EMPLOYEE. All full-time, part-time, temporary, and contracted city employees.
- (d) DIRECTOR. The City Attorney.
- (e) OFFICIAL. The Mayor, City Councilors, appointed officials.
- (f) PUBLISHED. An investigation report is published when it is approved by the Committee and distributed in final form to the investigated party, to the Mayor and City Manager and to the City Council. An investigation report is subject to the requirements of the New Mexico Inspection of Public Records Act (IPRA).
- (g) PUBLISHED REPORT. An audit report that has been distributed in final form to the auditees, to the City Manager, and to the City Council. A published audit report is available upon request of the public.
- (h) SPECIAL AUDITS. Exigent audits not included in the annual audit plan, because the need for the audit was not foreseen when the audit plan was adopted.
- (g) STRATEGIC REVIEWS. Reportable non-audit work including but not limited to bench marking, best practices, and compliance reviews requested by an official or the City Auditor and at the discretion of the City Auditor.

Sec. 2-177 Establishment of the Office of the Inspector General.

There shall be within the City Legal Department a full-time Inspector General. The organization and administration of the Inspector General shall be sufficiently independent to assure that no interference or influence will adversely affect the independence and objectivity of the Inspector General.

Sec. 2-177.1 Jurisdiction and Authority of Inspector General.

(a) The Inspector General shall have the authority to investigate, either by request or initiated by the Inspector General, municipal matters that involve elected or appointed officials, employees, municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City or receiving City funds.

(b) The Inspector General may receive, evaluate, and investigate complaints referred by the Board of Ethics or other City complaint reporting mechanism. The Inspector General may also independently initiate an investigation.

(c) The Inspector General is authorized to audit, inspect, evaluate, and investigate the activities, records, and individuals affiliated with contracts and procurements undertaken by the City and any other official acts or function of the City.

(d) The Inspector General shall have the power to subpoena witnesses, administer oaths and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the Director may make application to any District Court in the state that shall have the jurisdiction to order a witness to appear before the Inspector General and to produce evidence if so ordered, or to give testimony on the matter in question.

(e) The Inspector General shall not investigate complaints that are under the jurisdiction of the Las Cruces Police Department Internal Affairs Division or Las Cruces Fire Department Internal Affairs, nor shall the Inspector General access any Internal Affairs files.

(f) The Inspector General may undertake a formal investigation of any matter if it appears to the Inspector General that such matter falls within the scope of responsibilities described in the Accountability in Government ordinance. The City Manager shall have no authority to limit the scope of the Inspector General's investigations. The City Attorney, as Director of the Legal Department, shall

have no authority to limit the scope of the Inspector General's investigations unless such investigation would interfere with another federal, state or local agency's criminal investigation or an investigation otherwise mandated by state or federal law, or would be a violation of law or court order, or violate existing collective bargaining agreements or laws as they relate to employment or contracts.

(g) If, after or during the course of, a formal investigation the Inspector General determines that there is reason to believe that a criminal act occurred, the Inspector General shall refer such complaint to the appropriate prosecuting authority or law enforcement agency.

(h) If the Inspector General detects an irregularity that warrants an audit, the matter shall be referred to the Office of Internal Audit and reported to the Director. The Inspector General shall not accept or investigate complaints related to discrimination or labor law or other matters that are the subject of pending or threatened litigation.

(i) The Inspector General may assist with the aforementioned, if requested to do so by the Director of Human Resources or the Director.

Sec. 2-177.2 Inspector General Professional Standards.

(a) The Inspector General's investigations and inspections shall conform to the Association of Inspector General's professional standards.

(b) The Director shall submit for approval to the Committee, rules and procedures governing the Inspector General and office operations.

(c) All City of Las Cruces policies and ordinances shall apply to the Inspector General, including personnel policies and regulations, to the extent that they are not in conflict with the spirit and intent of this ordinance. Any executed employment or professional services contract for an Inspector General shall conform to the requirements of the Government Accountability ordinance.

Sec. 2-177.3 Qualifications and Requirements of Inspector General.

(a) The Director shall make a recommendation to the Committee, and the Committee shall approve, an Inspector General. The recommendation shall be based on the candidate's integrity, capability for strong management and demonstrated ability in accounting, auditing, financial analysis, law, management analysis, public administration, investigation, criminal justice administration or other closely related fields. This process shall not apply to the

first hire for Inspector General, but the first hire shall consider the qualifications contained in this section. In addition to the qualifications set forth in this section, the candidate is subject to regular City of Las Cruces employment requirements.

(b) Minimum qualifications shall be:

1. At least seven (7) years in any one (1) or a combination of the following fields: federal, state or local law enforcement officer/official; federal or state court judge; federal, state, or local government attorney with experience in investigating fraud, mismanagement or corruption; an inspector general, certified public accountant, or internal auditor; a person with progressive supervisory and managerial experience in an investigative public agency similar to an Inspector General's office;
2. Demonstrated ability to work with local, state or federal law enforcement agencies and the judiciary;
3. A Bachelor's degree from an accredited institution of higher learning. A Master's degree or higher is preferred;
4. May not have been employed by the City subject to the authority of the Inspector general during the two-year period immediately prior to selection, unless the employment has been with the Inspector General.

(c) Highly qualified candidates will have audit-related skills and/or one (1) or more of the following professional certifications at the time of the selection: certified inspector general (CIG), certified inspector general investigator (CIGI), certified inspector general auditor (CIGA), certified public accountant (CPA), certified internal auditor (CIA), or certified fraud examiner (CFE). If the selected candidate does not hold one of the previously mentioned certifications at the time of hire, she/he must complete such certification within two (2) years from the date of hire.

(d) A complete job description for the Inspector General shall be prepared by the Director and approved by the Director of Human Resources and shall not be otherwise inconsistent with this ordinance.

Sec. 2-178 Office of Internal Audit.

(a) The organization and administration of the Office of Internal Audit shall be sufficiently independent to assure that no interference or influence will adversely affect the independence and objectivity of internal audit staff or the City Auditor.

(b) The Office of the City Attorney shall advise and represent the Office of Internal Audit, except that the Office of Internal Audit may, in consultation with the City Attorney, select independent legal counsel to advise and represent the Office of Internal Audit as needed in the event of a conflict of interest that the City Attorney determines cannot be otherwise cured internally.

(c) Neither the City Auditor nor any employee of the Office of Internal Audit shall engage in any partisan political activities or the political affairs of the City during working hours.

Sec. 2-178.1 City Auditor's Duties; Responsibilities; Authority; Administrative Subpoena Power.

(a) The duties and responsibilities contained in this section are not intended to replace or supersede the duties and responsibilities contained in the approved official job description of the City Auditor and are only intended to be supplemental to the extent consistent with this ordinance. All City of Las Cruces policies and ordinances shall apply to the City Auditor and all Internal Auditors, including personnel policies and regulations, to the extent that they are not in conflict with the spirit and intent of this ordinance. Any executed employment or professional services contract for City Auditor shall conform to the requirements of the Government Accountability ordinance.

(b) If the City Auditor detects apparent or potential violations of law or apparent instances of misfeasance or nonfeasance by an official or auditee, the City Auditor shall report the irregularities in writing to the Committee. If the irregularity is criminal in nature, the City Auditor shall immediately refer the irregularity to the appropriate prosecuting authority and notify the Inspector General. The City Auditor shall not accept complaints related to discrimination or labor law matters, or other matters that are the subject of pending litigation.

(c) The City Auditor shall promulgate regulations to establish procedures for the Office of Internal Audit.

(d) The City Auditor shall have the power to subpoena witnesses, administer oaths and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the City Auditor may make application to any District Court in the state that shall have the jurisdiction to order the witness to appear before the City Auditor and to produce evidence if so ordered, or to give testimony relating to the matter in question.

(e) The City Auditor shall maintain a complete file of each audit report and each report of investigations and strategic reviews made under legislative or special committee authority for six years from the date that the audit or review is closed, or longer if required by law. The file should include audit work papers and other supportive material directly pertaining to the report. Records may be retained in electronic format at the City Auditor's election.

(f) In cases where the City Auditor deems it appropriate because of an audit, investigation, or strategic review, the City Auditor may refer opportunities for increased efficiency to the Office of the City Manager to work with respective departments on management and process improvement.

Sec. 2-178.2 Audit Professional Standards.

- (a) The City Auditor shall maintain generally accepted government auditing standards in conducting work when applicable.
- (b) The Office of Internal Audit will comply with the Institute of Internal Auditors International Standards for the *Professional Practice of Internal Auditing*.
- (c) The Office of Internal Audit's audits, investigations, and strategic reviews are subject to quality assurance reviews by an appropriate professional non-partisan objective group every five years. A copy of the written report resulting from this review shall be furnished to the Committee.

Sec. 2-178.3 Annual Audit Plan.

- (a) Prior to the beginning of each fiscal year, the City Auditor shall submit an annual audit plan to the Committee for review and comment. The plan shall include the audits scheduled for the year, a statement of the scope of the audit and the estimated time required to complete the audit.
- (b) The annual audit plan shall be approved by the Council by resolution.
- (c) The audit plan may be amended during the year after review with the Committee.
- (d) The City Auditor shall make reports at least quarterly to the Committee on the status of the work plan.

Sec. 2-178.4 Special Audits; Audit Reports.

(a) In all cases, the City Auditor shall, within 48 hours of implementation, notify the director and the committee when a special audit or strategic review is undertaken.

(b) A draft of the report shall be forwarded to the City Manager for review and comment before it is provided to the Committee for pre-publication review. The auditees, including departments whose assistance is needed in order to accomplish any audit recommendation, shall respond to the City Auditor, in writing, within fourteen (14) days of receipt of the audit report.

(c) The auditees' written response shall specify agreement with each of the audit findings and recommendations or reasons for disagreement with findings or recommendations. The auditees' written responses shall include auditees' plans for implementing solutions to identified problems including timetables to complete such activities.

(d) Auditees' comments to the preliminary draft may be utilized to amend the report if appropriate. If the preliminary audit report is amended, the auditees' will be given a copy of the amended draft and the auditees will be given seven (7) to fourteen (14) days, as determined by the City Auditor and the auditees, to respond to the amended draft of the audit report.

(e) The City Auditor shall include the auditees' responses in the audit report.

Sec. 2-179 Oversight Committee Creation; Duties; Powers; Membership.

(a) The "Oversight Committee" is created. The Committee shall consist of three members who are residents of the City and who are not employed by the City, or in a direct contractual relationship with the City. At least one Committee member shall be a Certified Public Accountant or auditor. At least one Committee member shall have law enforcement or legal background. At least one Committee member shall have experience or background in professional management or business. The Mayor and one Councilor appointed annually by the Council shall be nonvoting ex officio members. The Mayor and the appointed Councilor may send designees to the Committee meetings. The Committee may request the attendance of other City personnel or auditees.

(b) As vacancies on the Committee occur, the Council shall appoint new members. All appointments shall be subject to Council approval. The existing Committee members may make recommendations to the Mayor and Council for candidates to fill vacancies on the Committee.

(c) The Committee members shall be appointed for staggered three-year terms. The Council may appoint one Committee member for a two-year term and one Committee member to a one-year term for the first Committee appointments, and thereafter each Committee member shall be appointed for a three-year term. An appointment to fill an existing vacancy shall be for the unexpired term. Terms shall begin October 1st. The Committee members shall elect the Committee Chair annually.

(d) The Committee shall meet at least four times per year, but may also meet monthly or upon call of the Chair or a majority of its members.

(e) Committee members shall not receive compensation for their service. Voting members of the Committee shall not serve on any other City board, commission or task force.

(f) If an official is the subject of an investigation, then the ex officio members shall be recused from all meetings where that particular investigation is discussed and they shall not have access to the investigative file during the pending investigation.

(g) The Committee is a management committee and not a public board, commission or committee as specified by LCMC 1997, Ch. 2, Art. IV, et seq., and not subject to the Open Meetings Act. The Committee is not formed to formulate public policy nor has the authority to formulate public policy been delegated to the Committee. The Committee and its members are subject to the LCMC 1997, Ch. 2, Art. I, et seq., Ethics Ordinance.

(h) The Committee may provide the City Auditor and the Inspector General with recommendations for priorities and potential areas for investigations and audits. The Committee may also lend advice to the City Auditor and Inspector General regarding technical issues that may arise.

(i) The Committee shall not prohibit the Inspector General or the City Auditor from initiating, carrying out or completing any audit, investigation or strategic review. If a majority of the Committee member finds that an audit, investigation or strategic review is questionable, then the Committee may issue a cautionary statement to the Inspector General or the City Auditor, as appropriate, with copy to the City Attorney.

(j) The Committee shall review any audit, investigatory or strategic review reports at each meeting. If the Committee approves a report, then the Inspector General or the City Auditor may immediately cause the report to become a published report. If the Committee does not approve a report, then the Inspector

General or the City Auditor shall cause the report to become a published report no sooner than fifteen (15) business days from the date of the Committee's review or consideration. The Committee may draft a cautionary statement for inclusion with the report during the fifteen (15) day period which, if provided to the Inspector General or the City Auditor within the timeframe, will be made part of the published report.

(k) The Committee may seek the assistance from the City Attorney at any time. The Committee and the City Attorney may agree that it is appropriate to engage outside counsel for a particular issue or investigation. In making such determination, the City Attorney shall adhere to the New Mexico Rules of Professional Conduct.

(l) Any discipline of the Inspector General or the City Auditor shall be reported to the Committee and they may provide written recommendations to the City Attorney.

(m) The Committee may provide written budget recommendations for the Inspector General and City Auditor and operations related to the duties and responsibilities of the Inspector General and the City Auditor to the City Attorney, the City Manager and the City Council during annual budget review.

Sec. 2-180 Reports to the Committee.

(a) Each investigation, audit, and strategic review by the Inspector General and City Auditor shall result in a written final report to the Committee. The Inspector General shall submit copies of the report to the Committee and shall retain a copy as a permanent record for no less than six (6) years or as otherwise required by law.

(b) The City Auditor's audits and reports to the Committee shall be submitted in conformance with Section 2-178.2. The Auditor's reports shall contain:

1. A precise statement of the scope encompassed by the audit;
2. When applicable, a statement that the audit was performed in accordance with generally accepted IIA standards;
3. A statement that an examination for compliance with applicable laws, policies and regulations was conducted, and a presentation of the findings associated with that examination;
4. A statement of significant audit findings, including a statement of the underlying causes, evaluative criteria used and the current and prospective significance of the findings.

(c) The Inspector General's report shall include:

1. Specific citations to the law or policy that was allegedly violated;
2. An assessment of the validity of the allegations under investigation, including whether the allegations are criminal or civil in nature;
3. A list of the employee or official's supervisors;
4. A description of any corrective action or discipline to date;
5. A summary of all of the direct and circumstantial evidence supporting the allegations; and
6. A description of which prosecutorial agencies may be contacted, or have been involved. This shall include, but not be limited to, criminal prosecution, administrative agencies, and licensing boards.

Sec. 2-180.1 Reporting.

- (a) The Inspector General and City Auditor shall annually report to the City Council activities and investigations.
- (b) Within sixty (60) days of the end of each fiscal year, the Inspector General and the City Auditor shall issue a published report to the City Attorney and the Committee, that separately lists investigations and other assistance efforts completed during the fiscal year.

Sec. 2-181 Public Records and Confidentiality.

- (a) The City Auditor, the Inspector General and the Committee shall maintain the confidentiality of any public records that are made confidential by law and they are subject to the same penalties as the custodian of those public records for violating confidentiality statutes.
- (b) During the course of City Auditor or Inspector General activities, all records and information shall be considered deliberative in process and not available for outside review or release by the Committee, City Auditor, the Inspector General or any other City department, employee or City official until such time that the records or information is published or as otherwise required by law or court order.
- (c) Prior to publishing a report, the City Auditor or the Inspector General may share selected information with other City departments if the information is needed for decision-making purposes; otherwise, reports remain confidential until published, at which time they become public record.

- (d) The names and identities of persons making complaints and providing information to the Inspector General shall not be disclosed without the written consent of the person unless otherwise required by law or by judicial process.
- (e) Published reports shall be public records except that the Inspector General shall delay the publication of reports when criminal conduct is found and the Inspector General or appropriate law enforcement authority is pursuing an investigation and release of the report might jeopardize further investigation. An investigation release that has been delayed shall be published promptly at the end of the condition giving rise to the delay.

Sec. 2-182 Penalty; Cooperation; Retaliation Prohibited.

- (a) All City officials, employees and contractors shall promptly notify the Inspector General of every instance of theft or other disappearance of cash, check, or property, of misfeasance or nonfeasance, misappropriation, violation of state, federal or city ordinance, and city regulations, of which they are aware.
- (b) All elected or appointed officials, employees, municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City or receiving City funds, shall provide the Inspector General or City Auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, documents, electronic data, property, equipment and facilities and any other materials within their custody. At the Inspector General's or City Auditor's request, those under the jurisdiction of the Inspector General or City Auditor, consistent with this ordinance, shall prepare reports and provide interviews. The Inspector General or City Auditor shall notify the Committee and request the City Manager for assistance in causing a search to be made and germane exhibits to be taken from any book, document, or record, if the subject of the request fails to comply. The City Manager shall require officials, employees, vendors or contractors to produce requested information.
- (c) Every City contract, bid, proposal, application or solicitation for a City contract and every application for certification of eligibility for a City contract or program shall contain a statement that the individual understands and will abide by all provisions of the Accountability in Government Ordinance.
- (d) No person shall retaliate against, punish, or penalize any person for complaining to, cooperating with or assisting the Inspector General or the City Auditor in performance of their duties.

(e) Each and every violation of the Accountability in Government ordinance is a criminal violation subject to the provisions of LCMC 1997, Sec. 1-10, et seq., as amended.

(f) Any official or employee who violates the Accountability in Government ordinance may be subject to discipline as may be specified in the City of Las Cruces Personnel Manual or any applicable collective bargaining agreement.

(g) Jurisdiction for injunctive, equitable or appropriate relief sought in application and enforcement of the Accountability in Government ordinance, is with the Dona Ana County Third Judicial District Court.

Sec. 2-183 Contract Auditors, Consultants, and Experts.

The City Attorney may obtain services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors or other professional experts necessary to perform the functions of the Office of Internal Audit. Contractors performing an audit shall not have any financial interest in the affairs of the auditees, officials, or employees. The City Auditor may be requested to coordinate and monitor the auditing performed by persons under contract with the City."

(II)

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

DONE AND APPROVED this 19 day of November, 20 18.

APPROVED:



Mayor

ATTEST:



City Clerk

(SEAL)

Moved by: Smith

Seconded by: Vasquez

APPROVED AS TO FORM:


City Attorney

VOTE:	
Mayor Miyagishima:	<u>Aye</u>
Councillor Gandara:	<u>Aye</u>
Councillor Smith:	<u>Aye</u>
Councillor Vasquez:	<u>Aye</u>
Councillor Eakman:	<u>Aye</u>
Councillor Sorg:	<u>Aye</u>
Councillor Flores:	<u>Aye</u>



Council Action and Executive Summary

Item # 9 Ordinance/Resolution# 2881

For Meeting of **November 5, 2018**
(Ordinance First Reading Date)

For Meeting of **November 19, 2018**
(Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☒ LEGISLATIVE ☐ ADMINISTRATIVE

TITLE: AN ORDINANCE AMENDING THE LAS CRUCES MUNICIPAL CODE 1997, CHAPTER 2, ARTICLE III, TO ADD DIVISION 6, ACCOUNTABILITY IN GOVERNMENT.

PURPOSE(S) OF ACTION:

To amend the Las Cruces Municipal Code.

COUNCIL DISTRICT: N/A		
Drafter/Staff Contact: Jennifer Vega-Brown, City Attorney	Department/Section: Legal/City Attorney's Office	Phone: 575-541-2010
City Manager Signature: <i>Quinn Williams Acting for CM Stuart L. Ed</i>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City's Legal Department has been restructured to address the need to reduce risk and liability and maximize loss recovery for the City. This has been accomplished by adding the Internal Audit Section and Risk Management Section to the Legal Department. Through the reorganization, two areas of improvement have been identified in Internal Audit: (1) the internal audit structure and process must align with industry best practice to optimize independence of the internal audit function; and (2) an Inspector General (IG) position can be created to maximize the City Auditor's time and ability to complete the annual audit plan.

Generally, audits are objective and systematic assessments of how well an agency carries out its programs and operations. Audits conducted by the City of Las Cruces Internal Audit Office are conducted in accordance with policies and procedures that are based on the Institute of Internal Auditors (IIA) Standards. Audits may have financial and/or performance objectives and are subject to in-depth requirements for sufficient, appropriate, relevant, and complete evidence and documentation that support audit findings. Audit reports contain findings and recommendations issued by the City Auditor and the final reports are public documents subject to the New Mexico Inspection of Public Records Act (IPRA). A cornerstone of the audit standard is for the auditor to remain independent and objective at all times.

(Continue on additional sheets as required)

Investigations conducted by an IG, on the other hand, are usually undertaken in response to reports of misconduct, and often focus upon a person or small group of people. Investigations are conducted pursuant to the Association of Inspectors General (AIG) professional standards. Investigation reports may be prepared to refer matters for prosecution, inform the agency of a basis for potential discipline, correct serious deficiencies, or inform other government agencies of the need for action within their jurisdiction. Access to investigative reports is limited and in accordance with IPRA, which include disclosure requirements for confidential personnel information and investigations. "The use of an auditor alone may be insufficient to fully guard the public's interest, as this authority is typically limited to financial and performance audits. In contrast, an office of inspector general combines the duty of an auditor to conduct financial and performance audits with the authority to further investigate fraud, waste, and misuse of government assets." (citation omitted)

Best practice models from other cities and jurisdictions were thoroughly surveyed and reviewed and have been included in the attached ordinance. Key aspects of the best practice models, including those derived from the United States Government Accountability Office, the Institute of Internal Auditors, and the AIG, are: (1) create maximum independence and objectivity by prohibiting the ability of agency heads to influence, prevent, or limit the Auditor or IG from initiating, carrying out, or completing an investigation; (2) create separation from those that create budget for Audit and IG; (3) create an independent board, that does not fall within the investigative jurisdiction of the IG or Auditor, that will review reports in the interest of transparency, but not influence or change reports; (4) provide for the authority and independence of the Auditor and the IG through legislative mandate.

SUPPORT INFORMATION:

1. Ordinance.

SOURCE OF FUNDING:

Is this action already budgeted? N/A		
	Yes	☐ See fund summary below
	No	☐ If No, then check one below:
	Budget Adjustment Attached	☐ Expense reallocated from: _____
		☐ Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐ Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue? N/A		
	Yes	☐ Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____
	No	☐ There is no new revenue generated by this action.

(Continue on additional sheets as required)

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the proposed Accountability in Government Ordinance.
2. Vote "No"; this will not approve the proposed ordinance. This action would mean that the City Council would not adopt the proposed Accountability in Government Ordinance.
3. Vote to "Amend"; this would allow City Council to modify the ordinance.
4. Vote to "Table"; this would postpone a decision on the proposed ordinance and would allow City Council to further direct staff.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A



COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of November 5, 2018
(Ordinance First Reading Date)

For Meeting of November 19, 2018
(Adoption Date)

TITLE: AN ORDINANCE AMENDING THE LAS CRUCES MUNICIPAL CODE 1997, CHAPTER 2, ARTICLE III, TO ADD DIVISION 6, ACCOUNTABILITY IN GOVERNMENT.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes ☐ No ☒

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact		ext 7019	10.26.18
Department Director		2010	10/26/18
Budget		2107	10/26
Assistant City Manager /William F. Studer, Jr.		3100	10/29
Assistant City Manager/David P. Dollahon		2078	10/28/2018
City Attorney		2010	10/26/18
City Clerk		2115	10/30/18

Rev. 5/2018

Legal Advertising Affidavit

Angel McKellar, who, being duly sworn as the Advertising Assistant of the Las Cruces BULLETIN, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

CITY OF LAS CRUCES CITY ATTORNEY

In the matter of:

NOTICE OF INTENT TO ADOPT The City Council of The City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at a Regular City Council Meeting to be Held on November 19, 2018: (1) Council Bill No. 19-013; Ordinance No. 2878; (2) Council Bill No. 19-014; Ordinance No. 2879; (3) Council Bill No. 19-015; Ordinance No. 2880; (4) Council Bill No. 19-016; Ordinance No. 2881;

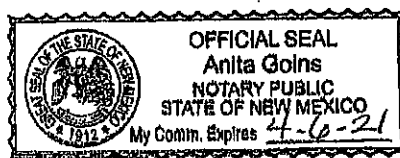
In accordance with the laws of the State of New Mexico, the attached was published in its entirety 1 time(s) in the Las Cruces BULLETIN, the first publication date being 11/02/2018 and subsequent publications being: , , ,


Angel McKellar

Sworn to and subscribed
before me this day 11/02/2018
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO


Notary Public

Advertising Costs: \$75.07



**NOTICE OF INTENT TO
ADOPT**

The City Council of The City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at a Regular City Council Meeting to be Held on November 19, 2018:

(1) Council Bill No. 19-013; Ordinance No. 2878: An Ordinance Approving a Zone Change From C-2C (Commercial Medium Intensity-Conditional) to C-3 (Commercial High Intensity) on a 2.858± Acre Parcel Located at 1050 W. Anador Avenue, Submitted by the Las Cruces Gospel Rescue Mission, Property Owner (71733).

(2) Council Bill No. 19-014; Ordinance No. 2879: An Ordinance Amending the Las Cruces Municipal Code (LCMC), 1997 as Amended, Chapter 21, Article III, Section 21-63, Solicitation on or Near a Street or Highway.

(3) Council Bill No. 19-015; Ordinance No. 2880: An Ordinance Amending the Las Cruces Municipal Code (LCMC), 1997, as Amended, Chapter 27, Article VI, Section 27-12-6-14.6, Pedestrians Soliciting Rides or Business.

(4) Council Bill No. 19-016; Ordinance No. 2881: An Ordinance Amending the Las Cruces Municipal Code (LCMC), 1997, as Amended, Chapter 2, Article III, to Add Division 6, Accountability in Government.

Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 29th day of October, 2018.

Linda Lewis, CMC
City Clerk

Date: 11/02, 2018

LAS CRUCES SUN-NEWS

AFFIDAVIT OF PUBLICATION

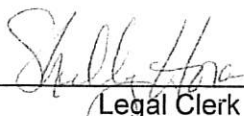
Ad No.
0001269453

Esther
CITY OF LAS CRUCES
PO BOX 20000
PURCHASING
LAS CRUCES NM 88004

I, a legal clerk of the **Las Cruces Sun-News**, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof on the date as follows, to wit:

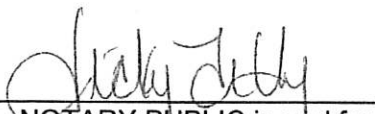
11/25/18

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.


Legal Clerk

STATE OF WISCONSIN SS.
County of Brown

Subscribed and sworn before me this
26th of November 2018.


NOTARY PUBLIC in and for
Brown County, Wisconsin

9-19-21
My Commission Expires

NOTICE OF ADOPTION

The City Council of the City of Las Cruces, New Mexico, Hereby Gives Notice of Its Adoption of the Following Ordinance(s) at the **Regular City Council Meeting Held on November 19, 2018:**

1) Council Bill No. 19-013; Ordinance No. 2878: An Ordinance Approving a Zone Change From C-2C (Commercial Medium Intensity-Conditional) to C-3 (Commercial High Intensity) on a 2.858+ Acre Parcel Located at 1050 W. Amador Avenue. Submitted by the Las Cruces Gospel Rescue Mission, Property Owner (71733).
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Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. **Witness My Hand and Seal** of the City of Las Cruces on this the **20th day of November 2018.**

Linda Lewis, CMC
City Clerk
Ad: 1269453



Legal Advertising Affidavit

Angel McKellar, who, being duly sworn as the Advertising Assistant of the Las Cruces BULLETIN, a weekly newspaper of general distribution published in the City of Las Cruces, County of Doña Ana, State of New Mexico, disposes and states that the legal advertising for

CITY OF LAS CRUCES CITY ATTORNEY

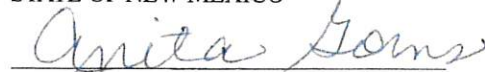
In the matter of:

NOTICE OF ADOPTION (1) Council Bill No. 19-013; Ordinance No. 2878; (2) Council Bill No. 19-014; Ordinance No. 2879; (3) Council Bill No. 19-015; Ordinance No. 2880; (4) Council Bill No. 19-016; Ordinance No. 2881:

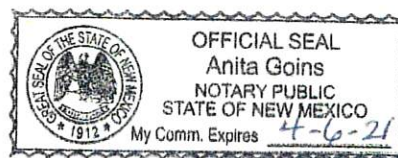
In accordance with the laws of the State of New Mexico, the attached was published in its entirety 1 time(s) in the Las Cruces BULLETIN, the first publication date being 11/30/2018 and subsequent publications being: , , .


Angel McKellar

Sworn to and subscribed
before me this day 11/30/2018
in the
CITY OF LAS CRUCES
COUNTY OF DOÑA ANA
STATE OF NEW MEXICO


Notary Public

Advertising Costs: \$73.03



NOTICE OF ADOPTION

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Copies Are Available for Inspection During Working Hours at the Office of the City Clerk. Witness My Hand and Seal of the City of Las Cruces on this the 20th day of November 2018.

Linda Lewis, CMC
City Clerk

Date: 11/30, 2018

LEGAL NOTICES

New Mexico State

Vacation Rentals

ADVERTISE YOUR VACATION PROPERTY to more than 185,000 New Mexico newspaper readers. Your 5-word classified ad will appear in 23 newspapers around the state for only \$1100. Call this newspaper or more details or visit www.nmpress.org for more details.

player.

Commercial Rentals	For Lease Retail Location
--------------------	------------------------------

Medical Office
1615-A N. Solano
1852 sq. ft.

West Hadley
Commercial
Warehouses

Call 575-526-8116
Leasing Services Inc.
1103 N. Solano

Miscellaneous

Drivers: CDL-A.

HERITAGE FOR THE
ND. Free 3 Day Vac-
ing, Tax Deductible, Free
ing, All Paperwork Talk-
Care Ol. CALL
77-777-613-0103.

North America. BBB Accredited. Arthritis Foundation Commendation. Therapeutic Jets. MicroSoolhe Therapy System. Less Than 4 Inch Step-In. Wide Open. Anti-Slip Floors. American Made. Call 1-800-888-8888.

if impairment, you must specifically identify your water rights; and/or (2) Public Welfare/Conservation of Water: if public welfare

Mexico, you must show how you will be substantially and specifically affected. The written protest must be filed, in triplicate, with the State Engineer, 1680 Hickory Loop, Suite J, Las Cruces, NM 88005 within 30 days of the date of publication.

Publication of this Notice. Facsimiles (faxes) will be accepted as a valid protest as long as the hard copy is hand-delivered or mailed and postmarked within 24-hours of the facsimile. Mailing postmark will be used to validate the 24-hour

to the Office of the State Engineer, 575-524-6160. If no valid protest or objection is filed, the State Engineer will evaluate the application in accordance with the provisions of Chapter 72, MSA 1978.

810
Mountain

2330 S. Valley
523-0
GUITAR
Amplifier
PA Equipment

Effects Pedals &

Basses
Mandolins • Violins
Recording King • Morgan Marshall
Red Line • Lucida
Consignment Sales • Trade
Half-price String Sets Sold

**CRAIG'S LIST &
M-F 10AM
SATURDAY 10
SUNDAY 10A**

NOTICE OF ADOPTION
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Ordinance Amending the
Crutes Municipal Code
(CMC), 1997, as Amended, Chapter 27, Article VI,
Section 27-12-6-14.6, Pedes-

Frisia

Mountain Music
2330 S. Valley Drive
523-0603

GUITARS
Amplifiers
PA Equipment
Hand Processors
Effects Pedals & Peripherals
Used Stereo Audio Components
Bosses

Mandolins • Violins • Banjos
Recording King • Morgan Monroe • Savannah VINT
Red Line • Urdia • Revival

Consignment Sales • Trade-ins at 100 percent
Half-price String Sets Sat. & Sun. Each Week!

CHECK US OUT ON
CRAIG'S LIST & FACEBOOK

M-F 10AM - 6PM
SATURDAY 10AM - 4PM
SUNDAY 10AM - 2PM

9

LAS CRUCES SUN-NEWS

AFFIDAVIT OF PUBLICATION

Ad No.
0001266889

Esther
CITY OF LAS CRUCES
PO BOX 20000
PURCHASING
LAS CRUCES NM 88004

I, a legal clerk of the Las Cruces Sun-News, a newspaper published daily at the county of Dona Ana, state of New Mexico and of general paid circulation in said county; that the same is a duly qualified newspaper under the laws of the State wherein legal notices and advertisements may be published; that the printed notice attached hereto was published in the regular and entire edition of said newspaper and not in supplement thereof on the date as follows, to wit:

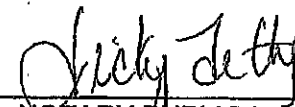
11/04/18

Despondent further states this newspaper is duly qualified to publish legal notice or advertisements within the meaning of Sec. Chapter 167, Laws of 1937.



Legal Clerk
STATE OF WISCONSIN ss.
County of Brown

Subscribed and sworn before me this
18th of December 2018.



NOTARY PUBLIC in and for
Brown County, Wisconsin

9-19-21

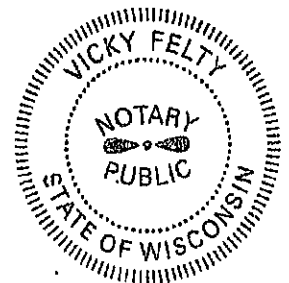
My Commission Expires

Ad#:0001266889
P O : Notice of Intent to Adopt Ord. No. 2878-81
of Affidavits :0.00

NOTICE OF INTENT TO ADOPT

The City Council of The City of Las Cruces, New Mexico, Hereby Gives Notice of Its Intent to Adopt the Following Ordinance(s) at a Regular City Council Meeting to be Held on November 19, 2018:

- (1) Council Bill No. 19-013; Ordinance No. 2878: An Ordinance Approving a Zone Change From C-2C (Commercial Medium Intensity-Conditional) to C-3 (Commercial High Intensity) on a 2.858+ Acre Parcel Located at 1050 W. Amador Avenue. Submitted by the Las Cruces Gospel Rescue Mission, Property Owner (71733).
- (2) Council Bill No. 19-014; Ordinance No. 2879: An Ordinance Amending the Las Cruces Municipal Code (LCMC), 1997 as Amended, Chapter 21, Article III, Section 21-63, Solicitation on or Near a Street or Highway.
- (3) Council Bill No. 19-015; Ordinance No. 2880: An Ordinance Amending the Las Cruces Municipal Code (LCMC), 1997, as Amended, Chapter 27, Article VI, Section 27-12-6-14.6, Pedestrians Soliciting Rides or Business.
- (4) Council Bill No. 19-016; Ordinance No. 2881: An Ordinance Amending the Las Cruces Municipal Code (LCMC), 1997, as Amended, Chapter 2, Article III to Add Division 6



VIC III, W AND DIVISION C,
Accountability in Govern-
ment.

Copies Are Available for
Inspection During Work-
ing Hours at the Office of
the City Clerk. Witness
My Hand and Seal of the
City of Las Cruces on this
the 29th day of October,
2018.

Linda Lewis, CMC
City Clerk

Pub#1266889 Run Date:
Nov. 4, 2018



City Council Action and Executive Summary

24-013

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ N/A		
1st Reading:	Adopted: July 17, 2023		
Drafter:	Cathy Mathews	Department:	Parks & Rec
Program:	Office of the Director	Line of Business:	Special Projects
Title:	A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND SIERRA NORTE DEVELOPMENT, INC., FOR THE DESIGN AND CONSTRUCTION OF A NEIGHBORHOOD PARK LOCATED IN THE METRO PARK VILLAGE PHASE 4 SUBDIVISION, IN AN AMOUNT NOT TO EXCEED \$343,200.00.		

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

PURPOSE(S) OF ACTION:
To authorize reimbursement for park design and construction.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
One method to add new parks to the Parks & Recreation (P&R) system is to make agreements with developers of new housing subdivisions to pay Park Impact Fees (PIF) during the entitlement process either when the subdivision is approved or building permits are issued, currently \$2,600 per lot. The PIF is an assessment imposed on new residential development in order to recoup the cost of new park design and construction. The developer works with City staff to select the site and design a park to meet the needs of the residents while achieving the guidelines of the Parks & Recreation Master Plan. The developer at his or her cost will design and build the park with oversight from P&R and other City departments. When the park is completed, a final walkthrough occurs, and if the park is determined to be acceptable, the next step may take place. With a Council-authorized agreement in place, the developer then works with Land Management to transfer ownership of the land to the City, at no cost to the City. Since the purpose of the PIF is to recoup the costs of new park construction, a reimbursement payment is made back to the developer, per the Council-approved agreement. The reimbursement is made from the PIF account and is based on a portion of the amount collected or anticipated to be collected from the subdivision within which the park is located. If the park is not built or is not built to the City's specifications for acceptance, then the City is not obligated to reimburse the developer.

P&R staff completed negotiations with the developer, Sierra Norte Development, Inc. (SNDI) to provide a full design and build-out of a neighborhood park in the Metro Park Village Phase 4 subdivision. The park will also serve Metro Park Village Phase 5 subdivision residents. The park is comprised of one tract at 1.345 acres and the phases include 132 single-family residential lots.

The park is constructed in compliance with City codes as well as with State and Federal standards. All construction will be completed by the developer and delivered to the City free of all liens, claims, and demands. The amount of reimbursement for the park does not exceed \$343,200.00 and will be paid from the Public Park Development Fund (PIF).

Agenda Item #7.3.

The completed park contains bike racks, a drinking fountain, skatepark features, picnic furnishings, landscape and irrigation improvements, and shade structures, among other amenities in accordance with City standards. The cost for the design and construction of the park is estimated at \$343,200.00, not including the cost of the land. The land will be donated to the City by SNDI, and the developer will contribute any and all costs above \$343,200.00 to the project without reimbursement.

SUPPORT INFORMATION:

[Exhibit "A" - Reimbursement Agreement Metro Park Village](#)

PLAN(S):

City Council Strategic Plan, Other, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

- ☐ Yes
- ☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: \$ 619,814	AVAILABLE AMOUNT: \$ 3,079,000	EXPENDITURE AMOUNT: \$ 343,200
------------------------------------	---------------------------------------	---------------------------------------

Funding Source(s):

Park Development Impact Fees 40145011-805000

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 the Reimbursement Agreement between the City and SNDI.
2. Vote "No"; this will not approve the Resolution nor the Reimbursement Agreement between the City and SNDI.
3. Vote to "Amend"; this could modify the Resolution based on direction by City Council to Staff.
4. Vote to "Table"; this could delay the Resolution and would require direction by City Council to Staff.

RESOLUTION 24-013

A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND SIERRA NORTE DEVELOPMENT, INC., FOR THE DESIGN AND CONSTRUCTION OF A NEIGHBORHOOD PARK LOCATED IN THE METRO PARK VILLAGE PHASE 4 SUBDIVISION, IN AN AMOUNT NOT TO EXCEED \$343,200.00.

The City Council is informed that:

WHEREAS, the City of Las Cruces negotiated a reimbursement agreement with Sierra Norte Development, Inc., (SNDI), the developer of the Metro Park Village Phases 4 and 5 subdivision; and

WHEREAS, the developer completed design and construction of the park for the benefit of the city's residents; and

WHEREAS, staff inspected the park to determine that the improvements are in compliance with City rules and regulations; and

WHEREAS, based on negotiations with the developer and upon successful review of invoices, staff recommends reimbursement in an appropriate amount not to exceed \$343,200.00.

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

(I)

THAT the Reimbursement Agreement for the neighborhood park at Metro Park Village Phases 4 and 5 attached hereto as Exhibit "A", and made part of this Resolution, and disbursement is hereby approved to Sierra Norte Development, Inc. and is hereby authorized in an amount not to exceed \$343,200.00.

(II)

THAT the City Manager is hereby authorized to execute the agreement and payment amount on behalf of the City.

(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

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

REIMBURSEMENT AGREEMENT CONSTRUCTION OF A PUBLIC PARK

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of Las Cruces, Dona Ana County, New Mexico, a Municipal Corporation, hereinafter referred to as "Owner", and Sierra Norte Development, Inc., developer of Metro Park Village Phases 4 and 5 Subdivision, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, for valuable consideration, the Contractor will furnish the labor, tools, equipment, material and complete in every detail the construction of a Neighborhood Public Park for a total area of 1.345 acres within the Metro Park Village Phase 4 Subdivision.

FOR SAID CONSIDERATION, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

A PUBLIC PARK will be constructed within the Metro Park Village Phase 4 Subdivision. The park is a total of 1.345 acres in size and will be deeded to the City of Las Cruces. The park is identified as Tract A (1.345 acres), Metro Park Village Phase 4. The park will serve as a neighborhood park for residents of Metro Park Village Phase 4 and the adjacent Metro Park Village Phase 5.

1. The Contractor will construct the park at its cost in exchange for the City's reimbursement of the costs of construction of said park from park impact fees.
 - a. The Park will be constructed in compliance with City codes as well as applicable State and Federal standards (e.g. AMERICANS WITH DISABILITIES ACT).
 - b. The Park will include finish grading, irrigation system, walking paths, skate park features, shade structures, tables, benches, other site furnishings, and landscape elements.
 - c. The work will be completed by Contractor and shall be delivered to the Owner free of all Liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or person.
2. The amount of reimbursement will be based on the actual costs of construction for the park and invoices provided to the City by the Contractor and will not exceed \$343,200.00. The total projected park impact fees to be collected in Metro Park Village Phase 4 subdivision is based on the current Park Impact Fee of \$2,600.00 per dwelling unit and the projected build-out is for 75 residential lots for total Park Impact Fees of \$195,000.00 for the subdivision phase. The total projected park impact fee to be collected in Metro Park Village Phase 5 subdivision is based on the current Park Impact Fee of \$2,600.00 per dwelling unit and the projected build-out is for 57 residential lots for total Park Impact Fees of \$148,200.00 for the subdivision phase. The total Park Impact Fees to be collected for Phases 4 and 5, for 132 residential units, is \$343,200.00. The City will reimburse Contractor for designing and building the park from the Park Impact Fee General account.

3. The Contractor will submit invoices to the City outlining actual costs and/or expenses associated with construction for all parks and trails. City Staff will review the invoices for completeness.
4. The final design and construction of the Park will be completed to the satisfaction of the Owner, under the direction of the City's Landscape Architect and Parks & Recreation Director.
5. The Contractor will deed all park tracts to the City by Special Warranty Deed prior to City remitting payment.
6. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement. This agreement shall inure to the benefit of and be binding upon the parties and upon their respective successors and assigns.

CITY OF LAS CRUCES

By: _____

Ifo Pili,
City Manager

SIERRA NORTE DEVELOPMENT, INC.

By: _____

John Moscato
Vice President

APPROVED AS TO FORM

CITY ATTORNEY

ACKNOWLEDGEMENTS

[illegible]

The foregoing instrument was acknowledged before me on this ____ day of _____ 2023, by Ifo Pili, City Manager of the City of Las Cruces, a New Mexico municipal corporation, on behalf of said municipal corporation.

Witness my hand and official seal.

Notary Public

My commission expires: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

The foregoing instrument was acknowledged before me on this ____day
of _____ 2023, by John Moscato, as Vice President of Sierra Norte Development, Inc, a
New Mexico corporation.

Witness my hand and official seal.

Notary Public

My commission expires: _____



City Council Action and Executive Summary

3043; Council
Bill 24-001

Type of Action:
☐ Resolution
☒ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	July 17, 2023	Adopted:	August 7, 2023
Drafter:	Christine Rivera	Department:	City Clerk
Program:	Compliance	Line of Business:	Office of City Clerk
Title:	AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SUBDIVISION VII. CONVENTION AND VISITORS BUREAU ADVISORY BOARD OF THE LAS CRUCES MUNICIPAL CODE 1997, AS AMENDED.		

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

PURPOSE(S) OF ACTION:
To amend the Convention and Visitors Bureau Advisory Board.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Convention and Visitors Bureau (CVB) Advisory Board was initially created in accordance with New Mexico Statutes, which establishes a Lodger's Tax to be collected by the city. One of the requirements of collecting a Lodger's Tax is the creation of a board to advise on the expenditure of those funds for advertising, publicizing and promoting tourist attractions and facilities through Visit Las Cruces. To be consistent with NMSA 1978, Section 3-38-22, the CVB Advisory Board is being amended to the Las Cruces Lodger's Tax Advisory Board.

SUPPORT INFORMATION:
[Exhibit "A" - Clean Version](#)
[Attachment "A" - Redline Version](#)
[Attachment "B" - Lodgers Tax Board State Statute](#)

PLAN(S):
Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?
☐ Yes
☒ No

Agenda Item #9.1.

Does this action align with Elevate Las Cruces?

- ☐ Yes
- ☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will change the Convention and Visitor's Bureau Advisory Board to the Las Cruces Lodger's Tax Advisory Board.
2. Vote "No"; the Convention and Visitor's Bureau Advisory Board will remain the same and not aligned with state statute.
3. Vote to "Amend"; this will require additional direction to staff.
4. Vote to "Table"; this will require additional direction to staff and may delay changes to the board.

REFERENCE INFORMATION:

Ordinance 0069

ORDINANCE 3043; COUNCIL BILL 24-001

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SUBDIVISION VII. CONVENTION AND VISITORS BUREAU ADVISORY BOARD OF THE LAS CRUCES MUNICIPAL CODE 1997, AS AMENDED.

The City Council is informed that:

WHEREAS, the Convention and Visitors Bureau (CVB) Advisory Board was created to advise on the expenditure of Lodger's Tax funds for advertising, publicizing and promoting tourist attractions and facilities; and

WHEREAS, Visit Las Cruces works with the CVB Advisory Board to administer Lodger's Tax funds; and

WHEREAS, Visit Las Cruces is requesting consistency with the language in NMSA 1978, Section 3-38-22.

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

(I)

THAT Chapter 2, Article IV, Subdivision VII. Convention and Visitors Bureau Advisory Board of the Las Cruces Municipal Code 1997 is hereby amended as indicated 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

Agenda Item #9.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

Subdivision VII. Las Cruces Lodger's Tax Advisory Board

Sec. 2-519. Established.

There is established the Las Cruces lodger's tax advisory board.

(Ord. No. 2814, § II(exh. A), 5-15-17)

Sec. 2-520. Appointment; composition; terms.

- (a) The mayor, with the advice and consent of the city council, shall appoint the five members of the Las Cruces lodger's tax advisory board. The board members are not required to be city residents, but each member must maintain a business within the city limits.
- (b) The Las Cruces lodger's tax advisory board shall be composed of five residents of the city, two of whom shall represent the lodging industry, two of whom are directly involved and in tourist-related industries, and one member at large who shall represent the general public.
- (c) Members shall serve three-year staggered terms. Members shall be limited to two, three-year terms.

(Ord. No. 2814, § II(exh. A), 5-15-17)

Sec. 2-521. Duties.

The Las Cruces lodger's tax advisory board will advise the city council on the expenditure of those lodgers' tax funds collected for advertising, publicizing and promoting tourist attractions and facilities in the area. The board will assist Visit Las Cruces in establishing long range goals and objectives and will assist in the development of new programs and administrative policies.

(Ord. No. 2814, § II(exh. A), 5-15-17)

Secs. 2-522—2-526. Reserved.

Subdivision VII. ~~Convention and Visitors Bureau~~ Las Cruces Lodger's Tax Advisory Board

Sec. 2-519. Established.

There is established the ~~convention and visitors bureau~~ Las Cruces lodger's tax advisory board.
(Ord. No. 2814, § II(exh. A), 5-15-17)

Sec. 2-520. Appointment; composition; terms.

- (a) The mayor, with the advice and consent of the city council, shall appoint the five members of the ~~convention and visitors bureau~~ Las Cruces lodger's tax advisory board. The board members are not required to be city residents, but each member must maintain a business within the city limits.
 - (b) The convention and visitors bureau advisory board shall be composed of ~~five residents of the city~~, two of whom shall represent the lodging industry, two of whom are directly involved and in tourist-related industries, and one member at large who shall represent the general public.
 - (c) Members shall serve three-year staggered terms. Members shall be limited to two, three-year terms.
- (Ord. No. 2814, § II(exh. A), 5-15-17)

Sec. 2-521. Duties.

The ~~convention and visitors bureau advisory board~~ Las Cruces lodger's tax advisory board will advise the city council on the expenditure of those lodgers' tax funds collected for advertising, publicizing and promoting tourist attractions and facilities in the area. The board will assist the ~~convention and visitors bureau~~ Visit Las Cruces in establishing long range goals and objectives and will assist in the development of new programs and administrative policies.
(Ord. No. 2814, § II(exh. A), 5-15-17)

Secs. 2-522—2-526. Reserved.

Attachment “B”

NMSA 1978

3-38-22. Advisory boards created; duties.

A. The mayor of every municipality that imposes an occupancy tax pursuant to the Lodgers' Tax Act [[3-38-13](#) to [3-38-25](#) NMSA 1978] shall appoint a five-member advisory board that consists of two members who are owners or operators of lodgings subject to the occupancy tax within the municipality, two members who are owners or operators of industries located within the municipality that primarily provide services or products to tourists and one member who is a resident of the municipality and represents the general public.

B. The chairman of every county commission that imposes an occupancy tax pursuant to the Lodgers' Tax Act shall appoint a five-member advisory board that consists of two members who are owners or operators of lodgings subject to the occupancy tax within the unincorporated area of the county, two members who are owners or operators of industries located within the unincorporated area of the county that primarily provide services or products to tourists and one member who is a resident of the unincorporated area of the county who represents the general public.

C. Members of the boards created under Subsections A and B of this section shall serve at the pleasure of the respective appointing authorities. The boards shall advise the respective governing bodies on the expenditure of funds authorized by Section [3-38-15](#) NMSA 1978 for advertising, publicizing and promoting tourist attractions and facilities in the respective counties and municipalities.

D. The advisory board shall submit to the mayor and council or county commission recommendations for the expenditures of funds authorized pursuant to the Lodgers' Tax Act for advertising, publicizing and promoting tourist-related attractions, facilities and events in the respective counties and municipalities.

History: 1953 Comp., § 14-37-22.1, enacted by Laws 1977, ch. 294, § 2; [1996, ch. 58, § 9](#).