



THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A WORK SESSION ON MONDAY, MARCH 9, 2020 AT 5:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL, 2231 AVENIDA DE MESILLA.

Discussion: Revision to Chapter 18.35 Historic Residential (HR) Zone Ordinance.

THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA WILL HOLD A REGULAR MEETING ON MONDAY, MARCH 9, 2020 AT 6:00 P.M. IN THE BOARD ROOM OF THE MESILLA TOWNHALL, 2231 AVENIDA DE MESILLA.

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL & DETERMINATION OF A QUORUM**
- 3. CHANGES TO THE AGENDA & APPROVAL**
- 4. PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.
- 5. CLOSED SESSION** – pursuant to NMSA 1978 Chapter 10-15-1(H)(2): discussion limited to personnel matters in the Marshal’s Department and the Public Works Department. – **Nora L. Barraza, Mayor.**
- 6. *APPROVAL OF CONSENT AGENDA** – (The Board will be asked to approve by one motion the following items of recurring or routine business. The Consent Agenda is marked with an asterisk *):
 - a) *** BOT Minutes** – Minutes of a Work Session & Regular Meeting on February 24, 2020.
 - b) ***PZHAC Case 061017** – 1940 Calle Pacana, submitted by Henry Newman and Lisa Belvito, a request for a zoning permit to construct an inground swim spa behind a dwelling that is under construction at this address. Zoned: Historic Residential (HR).
- 7. NEW BUSINESS:**
 - a) **For Approval** – an agreement for RFP 2020-02 for La Llorona Trail extension Construction Management Services. – **Rod McGillivray, Public Works Director.**
 - b) **For Approval** – an agreement for RFP 2020-03 for Solid Waste pick up. – **Rod McGillivray, Public Works Director.**
 - c) **Resolution 2020-05:** A resolution amending the Mercado Rules and Regulations for the Town of Mesilla. – **Cynthia Stoechner-Hernandez, Clerk/Treasurer.**
 - d) **Resolution 2020-06:** A resolution extending a moratorium ceasing all construction of new building in the HR Zone until April 20, 2020. – **Nora L. Barraza, Mayor.**
- 8. *STAFF REPORTS:**
 - Community Development
 - Community Programs
 - Finance Department
 - Fire Department
 - Marshal’s Department
 - Public Works Department
- 9. BOARD OF TRUSTEE COMMITTEE REPORTS**
- 10. BOARD OF TRUSTEE/STAFF COMMENTS**
- 11. ADJOURNMENT**

NOTICE:

If you need an accommodation for a disability to enable you to fully participate in the hearing or meeting, please contact us at 524-3262 at least one week prior to the meeting. The Mayor and Trustees request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Board Room to respond to or to conduct a phone conversation. A copy of the agenda packet can be found online at www.mesillanm.gov.

Posted 3/6/2020 at the following locations: Town Clerk's Office 2231 Avenida de Mesilla, Public Safety Building 2670 Calle de Parian, Mesilla Community Center 2251 Calle de Santiago, Shorty's Food Mart 2290 Avenida de Mesilla, Ristramn Chile Co., 2531 Avenida de Mesilla and the U.S. Post Office 2253 Calle de Parian.

Chapter 18.35

H-R – HISTORICAL RESIDENTIAL – CULTURAL – HISTORICAL ZONE

Sections:

- [18.35.010](#) Purpose.
- [18.35.020](#) Uses permitted.
- [18.35.030](#) Exterior appearance.
- [18.35.040](#) ~~New structures.~~ **Development Standards**
- [18.35.050](#) ~~Height limitations.~~
- [18.35.060](#) ~~Yards.~~
- [18.35.070](#) ~~Development standards.~~

18.35.010 Purpose.

The purpose of this zone is to provide for the protection of those residential sections of the town that are worth preserving because of historical, cultural and aesthetic or architectural interest. All remodeling or new structures must be compatible with established architectural styles and design elements as outlined in the town's "~~Guidelines and Criteria for Preservation and Development~~" manual and approved by the commission and board of trustees **Chapter 18.33 (Historic Preservation) MTC**. [Ord. 94-06 § 1; prior code § 11-2-11.4.A]

18.35.020 Uses permitted.

Uses permitted in the H-R zone are as follows:

Single Family and Multiple-family residences Residential and related uses approved by the commission upon application and approval of a "development plan" (see MTC [18.50.030](#)) in accordance with **Sections 18.33 (Historic Preservation) and 18.35 (Historic Residential Development Standards) MTC and the Comprehensive Land Use Ordinance for the Town**. [Ord. 94-06 § 1; prior code § 11-2-11.4.B]

18.35.030 Exterior appearance.

An application for a permit which would authorize construction, modification, moving or destruction, **use or function** which would affect the exterior appearance of any structure ~~or sign or other improvement affecting use or function~~ must first be ~~approved~~ **reviewed** by the **commission PZHAC for compliance with Chapter 18.33 (Historic Preservation) MTC, and receive final approval by the Board of Trustees**. [Ord. 94-06 § 1; prior code § 11-2-11.4.C]

~~18.35.040 New structures.~~

~~New structures may be built in this zone providing the exterior appearance of the structure is approved by the commission. [Ord. 94-06 § 1; prior code § 11-2-11.4.D]~~

~~18.35.050 Height limitations.~~

~~Requires commission approval. No building or structure shall have a height greater than two stories or 30 feet, whichever is less. [Ord. 94-06 § 1; prior code § 11-2-11.4.E]~~

~~18.35.060 Yards.~~

~~Requires approval by commission.~~

~~A. For all structures, side and rear yard must be at least seven feet, unless structure meets UBC fire resistive requirements.~~

~~B. In addition to subsection (A) of this section, a minimum setback of three feet in all yards is required for all newly constructed buildings. [Ord. 2001-04 § 2; Ord. 94-06 § 1; prior code § 11-2-11.4.F]~~

~~18.35.070 Development standards.~~

~~A. Lot Area. Each lot or parcel to be developed in the H-R zone shall have a minimum of 80 feet of frontage on a public street and a minimum of 8,000 square feet of area.~~

~~B. Population Density. When lots or parcels in the H-R zone are to be developed to **single-family or multiple single-family dwellings**, each lot or parcel shall have sufficient area to provide 8,000 square feet of area for each family unit to be **built**. **The maximum number of dwellings allowed on any property shall be two providing density and parking requirements are met**. **A 40% impervious and 60% pervious shall be required unless otherwise noted by the development zone requirements of Chapter 18.33 (Historic Preservation) MTC.**~~

C. New Construction. New structures and modifications to existing structures may be built in this zone providing the exterior appearance of the structure is approved by the PZHAC for compliance with Chapter 18.33 (Historic Preservation) MTC and the Comprehensive Land Use Ordinance for the Town, with final approval by the BOT. [Ord. 94-06 § 1; prior code § 11-2-11.4.D]

1. New structures on properties containing existing structures shall be architecturally similar to the principal dwelling or structure on the property and shall not exceed the height or size of the principal dwelling or structure on the property.
2. If a property is undeveloped, any new structure shall be architecturally similar to the dwellings or structures in the development zone immediately adjacent to the property and shall not exceed 15 feet including parapet, or the height of the highest dwelling or structure on an adjacent property in the development zone, whichever is lower. The height of chimneys is to meet building code, but not be higher than 17 feet.

~~D. Repealed by Ord. 2006-03.~~

~~E. D. Yards. For all new buildings, front, side and rear yard must be at least seven feet.~~

~~C. Side and Rear Yard Setback. If found to be existing within the development zone pursuant to the YGUADO plan, structures (buildings) may be built up to the property line if constructed of materials that meet current building code fire-resistive requirements such as adobe or equivalent. Structures (buildings) using materials that do not meet current building code fire-resistive requirements must be set back at least seven feet from the side property line.~~

1. Any repairs of structures that have been legally built on a property line, or new construction of fences. Structures (buildings) to the property line constructed, "zero-lot line" shall require a "right-of-entry" agreement signed by all property owners of all applicable properties for construction and maintenance that is recorded in Dona Ana County records and filed with the town clerk; and
2. This document must be acquired prior to planning, zoning, and historical appropriateness commission approval; and
3. This document shall be permanent and remain with all properties regardless of ownership; and
4. In the event that a mutual agreement cannot be acquired, the applicant may must:
 - a. Meet the required setback of seven feet. or
 - b. Apply for a variance through Chapter 18.85 MTC to the board of adjustment.

~~0E. E. Utilities. All new installations of utility lines shall be underground, wherever technically feasible, unless a utility service provider demonstrates the inability to provide service.~~

~~{Ord. 2006-03 § 1; Ord. 2004-7 § 6; Ord. 2001-04 § 2; Ord. 94-06 § 1; Ord. 92-07 § 1; prior code § 11-2-11.4.G}~~

F. Flagpole Lots (existing). Lots substandard of 80' fronts.

1. Shall be limited to only one single-family home.
2. Must meet the height requirement in section 18.35.40 C (2).
3. Must meet the size requirements in 18.35.40 (B).



Town of Mesilla, New Mexico

**BOARD OF TRUSTEES AND PLANNING, ZONING AND HISTORICAL
APPROPRIATENESS COMMISSION
TOWN OF MESILLA
JOINT WORK SESSION
MONDAY, FEBRUARY 24, 2020
5:00 P.M.**

TRUSTEES: Nora L. Barraza, Mayor
Carlos Arzabal, Mayor Pro Tem
Jesus Caro, Trustee
Veronica Garcia, Trustee
Stephanie Johnson-Burick, Trustee

PLANNING & ZONING: Gerard Nevarez, Commissioner
Yolanda Lucero, Commissioner
Judy Houston, Commissioner

STAFF: Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
Larry Shannon, Community Development
Gloria Maya, Recorder

PUBLIC: Pat Taylor Susan Krueger
P.A. Sandoval Eric Walkinshaw

Discussion: Revision to Chapter 18.35 Historic Residential (HR) Zone Ordinance.

Mayor Barraza reviewed the changes; deletions, incorporation of sections, definitions.

Commissioner Nevarez asked how this would affect home remodeling.

Mayor Barraza responded must meet the Development Zone Standards and ordinance.

Trustee Caro recommended that instead of doing so much redlining we should add a sub section

Mayor Barraza responded we are waiting for interpretation from the attorney. We are not deleting; we are combining.

Commissioner Nevarez stated multi-family dwelling create traffic congestion problem and are built to the maximum limit. Information needs to be passed on to Planning and Zoning.

Mayor Barraza stated the number of units on lots has caused concerned.

Trustee Caro stated our streets are too narrow.

Mayor Barraza responded major concern was the parking spaces per unit. The requirement will now be 8,000 sq. ft. per unit which is the same requirement for construction of a new home.

1 Commissioner Nevarez stated some vote against it for that reason. Asked if there is still a moratorium
2 in place for new construction in the Historical Zone. Asked for someone to follow up on
3 cases/construction.
4
5 Mayor Barraza responded yes it was extended until March 21st. She will make sure Mr. Shannon takes
6 care of following through.
7
8 Mayor Pro Tem Arzabal stated the attorney indicated dwellings would need to be connected by a
9 common wall to continue with construction as per ordinance guidelines.
10
11 Mayor Barraza responded Planning and Zoning approved the cases without being connected. The
12 attorney stated the dwellings needed to have a common wall. Felt all four units should have been
13 connected to be considered a multi-family dwelling. The tattoo shop is higher than 15 ft.
14
15 Mr. Shannon stated construction should be limited to one story/15 ft. in height in the Historic District
16 regardless what is in the Development Zone.
17
18 Commissioner Nevarez stated he agrees.
19
20 Commissioner Lucero stated the height should be the height of the building. Should not matter if it is
21 on a hill. When she questioned the height of the tattoo shop, she was told that the building across the
22 street was higher than a two-story building.
23
24 Mayor Barraza stated a previous case had been approved a year and a half ago with conditions. It came
25 forth during the moratorium; this case should have applied for a new permit if they wanted to make
26 modifications. The appeal deadline had passed. She cannot believe that Planning and Zoning and the
27 trustees approved it with the height of the wall; we contradicted ourselves. What we did was wrong.
28 New Mexico Municipal League attorney, Mr. VanFleck, could not believe we approve that application.
29
30 Commissioner Lucero stated she voted against it, but the minutes show I voted for it. We approved the
31 tattoo shop height at 15 ft., and it is at 17 ft.
32
33 Commissioner Houston responded it was questioned.
34
35 Commissioner Lucero stated she wanted measured again.
36
37 Mayor Barraza stated we should not allow two story buildings in that area. Asked if it was approved by
38 consent agenda.
39
40 Trustee Johnson- Burick responded it was pulled for discussion.
41
42 Mr. Shannon responded it was pulled the first time; came back as a Historic Commercial.
43
44 Mayor Barraza stated Planning and Zoning is not taking their time reviewing these cases. The new
45 commercial building has metal windows and doors which is not part of the Development Zone. This
46 process begins with staff who needs to ensure that the checklist is being followed. Mr. Maese also
47 needs to spend more time on reviewing the plans to ensure what is being presented is according to the
48 ordinances.
49
50 Trustee Caro stated things are not brought to our attention.
51
52 Mayor Pro Tem Arzabal recommended having an Architectural Style Committee.
53

1 Trustee Caro stated a chimney was put at the top of the pitch on a home in Mesilla.
2
3 Fire Chief Hoban stated those are fire code issues.
4
5 Mayor Pro Tem Arzabal asked can a variance be requested if they want to build to the property line.
6
7 Mayor Barraza responded we have been told that we need to go by the ordinances and avoid giving
8 variances which becomes a domino effect and creates issues.
9
10 Commissioner Lucero stated it is not a good idea to build to the property line.
11
12 Commission Nevarez stated it can become a privacy issue.
13
14 Trustee Caro stated there are utilities poles on the right of way. He sees where the Iguado Plan, which is
15 like our bible, was taken out.
16
17 Trustee Johnson-Burick responded the Iguado Plan remains in 18.33.
18
19 Mayor Barraza responded the Iguado Plan is in section 18.33 and referenced throughout the ordinance.
20 Setbacks was before the Iguado Plan.
21
22 Commissioner Nevarez stated this will help us make hard decisions.
23
24 Mayor Barraza stated we value the Planning and Zoning Commissioners opinions. More time needs to
25 be taken when reviewing and approving these cases. She asked commissioners and trustees to review
26 the comments from the residents. We will be addressing the Flagpole lots.
27
28
29 Worksession ended at 5:59 p.m.
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**BOARD OF TRUSTEES
TOWN OF MESILLA
REGULAR MEETING
MONDAY, FEBRUARY 24, 2020
6:00 P.M.**

TRUSTEES: Nora L. Barraza, Mayor
Carlos Arzabal, Mayor Pro Tem
Jesus Caro, Trustee
Veronica Garcia, Trustee
Stephanie Johnson-Burick, Trustee

STAFF: Cynthia Stoechner-Hernandez, Town Clerk/Treasurer
Kevin Hoban, Fire Chief
Rod McGillivray, Public Works Director

Gloria Maya, Recorder

PUBLIC: Eric Walkinshaw Susan Krueger
P.A. Sandoval Pat Taylor
M.H. Ratje Jeremy J
Dr. Ned Rubin Dr. Francine Fernandez
Paul Blevins Kathleen Albers
Alyssa Myrick Alexis Brandt

1. PLEDGE OF ALLEGIANCE

Mayor Barraza led the Pledge of Allegiance.

2. ROLL CALL & DETERMINATION OF A QUORUM

Roll Call.

Present: Mayor Nora L. Barraza, Mayor Pro Tem Arzabal, Trustee Jesus Caro, Trustee Garcia.

3. CHANGES TO THE AGENDA & APPROVAL

Mayor Barraza removed PZHAC case #061017 from agenda.

Motion: To approve agenda as amended, Moved by Mayor Pro-Tem Arzabal, Seconded by Trustee Garcia.

Roll Call Vote: Motion passed (summary: Yes =4).

Mayor Pro-Tem Arzabal Yes

Trustee Caro Yes

Trustee Garcia Yes

Trustee Johnson-Burick Yes

4. PROCLAMATIONS:

- a) A Proclamation for the 10th Annual Las Cruces Arts Fair Weekend, March 7 – 9th, 2020 at the Las Cruces Convention Center. – **Nora L. Barraza, Mayor.**

Ms. Kathleen Albers read proclamation for the 10th Annual Las Cruces Arts Fair Weekend, March 7th-9th, 2020 at the Las Cruces Convention Center.

- b) A Proclamation declaring March 2020 “Athletic Training Month” in the Town of Mesilla. –

1 **Nora L. Barraza, Mayor.**

2 Ms. Stoechner-Hernandez read proclamation declaring March 2020 “Athletic Training Month” in the
3 Town of Mesilla.

4
5 **5. PUBLIC INPUT** – The public is invited to address the Board for up to 3 minutes.

6 Mr. Blevins stated he is concerned that the noise section, which the attorney worked on, of the Plaza Use
7 Ordinance was deleted. The music and noise on the plaza need to be controlled and enforced by
8 ordinance.

9
10 Ms. Krueger recommended that mistakes are identified and learned from them. Careful mistakes do not
11 become the norm. Architectural Style is about what is predominant and prevailing.

12
13 Mr. Taylor stated zero lot line can meet the code from adjoining structures. What will keep them from
14 building zero lot life if they have permission from the neighbor. Recommended there could be a potential
15 compromise.

16
17 Ms. Sandoval stated it is too noisy on the plaza. Ms. Moreno lives 3 ft. from the restaurant on Ave de
18 Mesilla, 3 ft. from the carnival lights, the noise and the smoke. Why do we have to rewrite all the
19 ordinances for little things that come up.

20
21 Mr. Salas stated new construction on an empty lot should abide by the ordinances not by what is in the
22 area. An easement is sometimes needed for underground utilities.

23
24 Dr. Rubin congratulated the board for approving the Social Host Ordinance. This will be providing the
25 Marshal’s Department with additional tools and is a prevention effort.

26
27 **6. *APPROVAL OF CONSENT AGENDA – (The Board will be asked to approve by one**
28 **motion the following items of recurring or routine business. The Consent Agenda is**
29 **marked with an asterisk *):**

30 Mayor Pro-Tem Arzabal requested placing item a under New Business.

31
32 **Motion: To approve consent agenda as amended, Moved by Mayor Pro Tem Arzabal, Seconded by**
33 **Trustee Johnson-Burick.**

34
35 Ms. Myrick congratulated and thanked the board for their efforts. This will affect the entire county as
36 well.

37
38 Trustee Johnson-Burick stated she will get with Ms. Maya regarding minutes. Requested adding date,
39 time and location to public input notes.

40
41 Trustee Caro stated the town needs to set the example for zero tolerance with regards to alcohol.

42
43 **Roll Call Vote:** Motion passed (summary: Yes =4).

44 Mayor Pro-Tem Arzabal Yes

45 Trustee Caro Yes

46 Trustee Garcia Yes

47 Trustee Johnson-Burick Yes

48
49
50 a) *** BOT Minutes** – Minutes of a Work Session & Regular Meeting on February 10, 2020.
51 *Approved by consent agenda*

52 b) ***PZHAC Case 061017** - 1940 Calle Pecana, submitted by Henry Newman and Lisa
53 Belvito, a request for a zoning permit to construct an inground swim spa behind a dwelling

1 that is under construction at this address. Zoned: Historic Residential (HR). *Removed from*
2 *agenda*

3
4 **7. NEW BUSINESS:**

5 a) **For Approval - Ordinance 2020-03:** An Ordinance to be named Chapter 10.20 – Adopting
6 a Social Host Ordinance. *Approved by consent agenda*

7
8 b) **For Approval - Ordinance 2020-04:** An ordinance revising Chapter 12.15 – Use of Town
9 Facilities and the Plaza (currently named Use of Plaza).

10 Mayor Pro Tem Arzabal requested placing the music part of the ordinance under Unlawful Act.

11
12 Ms. Stoechner-Hernandez responded by placing it under Unlawful Act it can be enforced by law
13 enforcement. This will also be in the Mesilla Rules and Regulations which will come forth for approval.

14
15 **Motion: To approve Ordinance 2020-02: An Ordinance revising Chapter 12.15 – Use of Town**
16 **Facilities and the Plaza (currently named Use of Plaza) with condition, Moved by Mayor Pro-Tem**
17 **Arzabal, Seconded by Trustee Johnson-Burick.**

18
19 Trustee Johnson-Burick correction to section 12.15.060 Penalty: Dona Ana County Jail should read Dona
20 Ana County Detention Center.

21
22 **Roll Call Vote:** Motion passed (summary: Yes =4).

23 Mayor Pro-Tem Arzabal Yes

24 Trustee Caro Yes

25 Trustee Garcia Yes

26 Trustee Johnson-Burick Yes

27
28 c) **Resolution 2020-02:** A Resolution repealing and enacting new rates for the Town of
29 Mesilla Use of Facilities and Plaza.

30 Ms. Stoechner-Hernandez reviewed the new rates.

31
32 Mayor Barraza stated she would it to read 50% off for Mesilla residents; not to reflect number of hours.

33
34 **Motion: To approve Resolution 2020-02: A resolution repealing and enacting new rates for the**
35 **Town of Mesilla Use of Facilities and Plaza as amended, Moved by Mayor Pro-Tem Arzabal,**
36 **Seconded by Trustee Garcia.**

37
38 **Roll Call Vote:** Motion passed (summary: Yes =4).

39 Mayor Pro-Tem Arzabal Yes

40 Trustee Caro Yes

41 Trustee Garcia Yes

42 Trustee Johnson-Burick Yes

43
44 Mayor Barraza held a Moment of Silence for Mr. Isaac Orona, Judge Lionel Frietze, Mr. Raymond Reyes
45 (Monos), Mr. Gambrell.

46
47 **8. BOARD OF TRUSTEE COMMITTEE REPORTS**

48 Mayor Pro Tem Arzabal: CEO meeting March 13th in Albuquerque.

1 Trustee Johnson-Burick: MPO meeting held on February 12th – informational & updates

2
3 Mayor Barraza: RTD meeting Wednesday; Department of Transportation (DOT) meeting on February
4 27th; DOT Open House on March 3rd from 5:30-7:00 at the Community Center regarding University Ave
5 Project.

6
7 **9. BOARD OF TRUSTEE/STAFF COMMENTS**

8 Fire Chief Hoban stated he participated in a training at the UMC in Albuquerque. Encourage everyone to
9 take precautions regarding coronavirus. Asked everyone to practice good hygiene, make sound decisions
10 and stay home if you are ill. This is not going away anytime soon.

11
12 Trustee Johnson-Burick stated she will not be in attendance for the March 9th Board of Trustees. She
13 asked if we have received an update on the letter of interest submitted to Paseo de Norte Foundation.

14
15 Mayor Pro Tem Arzabal inquired about providing a stipend for attending a meeting to the Planning and
16 Zoning Commissioners as there never seems to be a full quorum. Recommends Planning and Zoning
17 Commissioner attend New Mexico Municipal League training.

18
19 Trustee Garcia asked for the schedule for the Census event

20
21 Ms. Sellers responded it will be March 21st from 1-3 at the Community Center.

22
23 Trustee Garcia asked when will the lights on the plaza be worked on. Asked what the school district pays
24 for Resource Officers.

25
26 Mayor Barraza responded we are paid 1.75 FTE.

27
28 Mayor Barraza stated we did not get the Paseo del Norte Grant. The New Mexico Municipal League has
29 training twice a year for Planning and Zoning. That information is offered to the commissioners.
30 Compensation will be looked at. We have received a letter of resignation from Mr. Russell Hernandez;
31 she will advertise.

32
33 Mr. McGillivray stated the lighting project is under review; looking at saving engineering costs.

34
35 Mayor Barraza stated Mr. Lerma was administered the Oath of Office this afternoon by Judge Perea. He
36 begins Monday if he does not have to serve on jury duty. She thanked Lieutenant Salas for doing an
37 awesome job and moving the department forward. We will be starting the budget process soon. The
38 Gross Receipts Taxes are up, but other projections are not coming in as expected. The town received
39 \$320K for Water Booster Pump, requested \$110K may receive \$220K for two marshal vehicles;
40 requested \$75K may receive \$100K for playground equipment. From different monies Calle de Picacho
41 and our match for the Southwestern Trail. Public Safety improvement did not come through.

42
43 **10. ADJOURNMENT**

44 **The Town of Mesilla Trustees unanimously agreed to adjourn the meeting. (Summary: Yes-4)**

45
46 **MEETING ADJOURNED AT 6:59 P.M.**

47
48 **APPROVED THIS 9th DAY OF MARCH, 2020.**

49
50
51 _____
52 Nora L. Barraza
53 Mayor

1 **ATTEST:**

2

3

4

5 _____
Cynthia Stoeher-Hernandez

6 Town Clerk/Treasurer

7

8

9

DRAFT

BOT ACTION FORM
BUILDING PERMIT 061017
[PZHAC REVIEW –2/20/20 SPECIAL MEETING]
STAFF ANALYSIS

Item:

Case 061017 – 1940 Calle Pacana, submitted by Henry Newman and Lisa Belvito, a request for a zoning permit to construct an inground swim spa behind a dwelling that is under construction at this address. Zoned: Historic Residential (HR).

Staff Analysis:

The applicant would like to install an inground swim spa behind a dwelling that is under construction on the property (Permit 060895; approved by the BOT 5/27/19). The proposed swim spa pool will be located at the rear of the property (south side) near a covered patio and will not be visible from the street. A four-foot high rock wall will surround the spa. There will not be any new structures built in conjunction with the spa, and there will not be any structural changes to the existing dwelling associated with the proposed spa. Other properties in the area including the neighboring properties to the east, have pools, and the proposed spa will not be out of character with these properties.

The spa will need to meet CID requirements for in-ground pools, including setbacks and security requirements.

Estimated Cost: @ \$8,000.00

Consistency with the Code:

A site plan of the spa is attached, as well as photos of the subject property and other dwellings in the area. Since the proposed spa is in a Historic zoning district, the following section of the Code applies:

18.33.080 Historical appropriateness permit.

A. Identification. A permit for a certificate of historical appropriateness shall be required before any of the following actions or work is undertaken: new construction, exterior alteration, demolition or removal. All work or acts of new construction or exterior alteration requiring a permit for a certificate of appropriateness shall comply with the design criteria established by the precedent styles within the development zone of the proposed work.

The PZHAC will also need to determine that the request, as submitted, is consistent with the all other sections of the **Building and Zoning Codes** that may be applied to this project.

Findings:

- The PZHAC has jurisdiction to review and approve this request.
- The proposed work consists of installing an in-ground swimming spa behind a dwelling at this address.
- The PZHAC has determined that the proposed spa meets all applicable Code requirements.

PZHAC ACTION:

The PZHAC determined that the proposed swim spa would not be out of character with the nature of other structures in the area and voted 3 – 0 to recommend APPROVAL of this request to the BOT.

BOT OPTIONS:

1. Approve the application as recommended by the PZHAC.
2. Approve the application with conditions.
3. Reject the application.

BOT ACTION:

Doña Ana County, NM

General Reference Maps

2014 Aerial | Addresses | County Address Points

Select Search Type: []

Maps

Legend

Map Themes

Parcels

UDC Zoning

Roads and Transportation

NM House Districts

NM Senate Districts

County Commission Districts

City Council Districts

Median Household Income

General Land Ownership

Account Number: [R0401598](#)

Parcel Number: 4006137152310

Owner: NEWMAN HENRY S

Mail Address: 1652 HEWITT AVE

Subdivision: SOMMER GROVE
SUBDIVISION (BK 22 PG 783-784 -
0933138)

Property Address: 1940 CALLE
PACANA

Acres: 0



PHOTO OF THE PROPERTY WITH DWELLING UNDER CONSTRUCTION



PHOTO OF THE PROPERTY AT 1930 CALLE PACANA



PHOTO OF THE PROPERTY AT 1910 CALLE PACANA



PHOTO OF THE DWELLING AT 2160 CALLE DEL NORTE FROM CALLE PACANA



**TOWN OF MESILLA
ZONING APPROVAL**

OFFICIAL USE ONLY:
Case # 061017
Fee \$ 22.50

**PERMISSION TO CONDUCT WORK
OR
OBTAIN A COMMERCIAL/RESIDENTIAL BUILDING PERMIT FROM CID**

2231 Avenida de Mesilla, P.O. Box 10, Mesilla, NM 88046 (575) 524-3262 ext. 104

CASE NO. 061017 ZONE: HR CODE: SP APPLICATION DATE: 2/2/20

Henry Weisman + Lisa Balvito 575-636-0441
Name of Property Owner Property Owner's Telephone Number

1652 Hewitt Ave, Saint Paul MN 55104-1123
Property Owner's Mailing Address City State Zip Code

hsw@seagate.gov
Property Owner's E-mail Address

Judd Singer Villa Custom Homes, 3884 Ringneck, LC, Nm 88001
Contractor's Name & Address (If none, indicate Self)

575-650-7327 81509
Contractor's Telephone Number Contractor's Tax ID Number Contractor's License Number

1940 Calle Pacana
Address of Proposed Work:

Install a in ground Swim Spa.
Description of Proposed Work:
Excavate 3' Depth + Build Shell with Cinder Block wall - Drop in Spa - Deck with
Trex Deck approx 3' all the way around.

\$ 8,000 [Signature] 2-7-2020
Estimated Cost Signature of Applicant Date

Signature of property owner: [Signature]

With the exception of administrative approvals, all permit requests must undergo a review process from staff, PZHAC and/or BOT before issuance of a zoning permit. Plan sheets are to be no larger than 11 x 17 inches or shall be submitted electronically.

FOR OFFICIAL USE ONLY

PZHAC Administrative Approval BOT Approved Date: _____
 Approved Date: _____ Disapproved Date: _____
 Disapproved Date: _____ Approved with Conditions
 Approved with conditions

PZHAC APPROVAL REQUIRED: YES NO BOT APPROVAL REQUIRED: YES NO

CID PERMIT/INSPECTION REQUIRED: YES NO SEE CONDITIONS

CONDITIONS: PZHAC REVIEW + BOT APPROVAL REQ'D.
CID APPROVAL REQ'D
JA

PERMISSION ISSUED/DENIED BY: _____ ISSUE DATE: _____

- THIS APPLICATION SHALL INCLUDE ALL OF THE FOLLOWING:
1. Plot plan with legal description to show existing structures, adjoining streets, driveway(s), improvements & setbacks. Verification shall show that the lot was **LEGALLY** subdivided through the Town of Mesilla or that the lot has been in existence prior to February 1972.
 2. Site Plan with dimensions and details.
 3. Foundation plan with details.
 4. Floor plan showing rooms, their uses and dimensions.
 5. Cross section of walls
 6. Roof and floor framing plan
 8. Proof of legal access to the property.
 9. Drainage plan.
 10. Details of architectural style and color scheme (checklist included for Historical zones) – diagrams and elevations.
 11. Proof of sewer service or a copy of septic tank permit; proof of water service (well permit or statement from the Public Utility providing water services).
 12. Proof of legal access to the property.
 13. Other information as necessary or required by the City Code or Community Development Department (See other side.)



March 2, 2020

#7328845

Rod McGillivray
Public Works Director
Town of Mesilla
2231 Avenida de Mesilla
PO Box 10, Mesilla, NM 88046
rodm@mesillanm.gov
(575) 524-3262

RE: La Llorona Trail RFP # 20-002

Dear Mr. McGillivray:

Attached is the proposed Professional Services Agreement between the Town of Mesilla and Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) based upon the recent selection for the subject RFP. The attached agreement details the scope of services, fees and schedule for this project. SMA can commence work upon return of the attached executed agreement.

Additional services requested beyond the subject scope of services may be provided as a separate work order, or amendment and additional fees would apply. Souder, Miller & Associates appreciates the opportunity to provide professional consulting services for you. If you have any questions or comments concerning this proposal, please feel free call or email at your convenience.

Sincerely,

**MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES**

Alonzo L. Martinez, P.E.
Project Engineer III
MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES

David Wilson, P.E.
Vice President – Public Market Sector
MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES

Enclosure:

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

(Client - Consultant)

This Agreement is made and entered into this _____ day of _____, 20____, between _____ (hereinafter called CLIENT) and **MILLER ENGINEERS, INC. d/b/a SOUDER, MILLER & ASSOCIATES** (hereinafter called CONSULTANT).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

CLIENT hereby engages CONSULTANT to perform the services identified in Exhibit A, for the compensation set forth in same said Exhibit A. Any additional work and corresponding compensation not identified in Exhibit A will be detailed and included in Amendments to this Agreement.

CONSULTANT shall be authorized to commence the Services upon execution of this Agreement, unless otherwise specified herein. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT:

Town of Mesilla
2231 Avenida de Mesilla
Mesilla, NM
Federal Tax ID Number: 85-0200207

By: _____

Name, Title: Nora L. Barraza, Mayor

Date: _____

CONSULTANT:

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, New Mexico 88011
Tel. (575) 624-2400
Federal Tax ID Number: 85-0336964

By:  _____

Name, Title: David Wilson, PE
Vice President – Public Market Sector

Date: 03/02/2020



STANDARD TERMS AND CONDITIONS

1 Scope of Agreement

- 1.1 This Agreement supersedes all prior contracts or agreements, either verbal or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement between the parties with reference to said services.
- 1.2 This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. It cannot be modified or changed by any verbal promise by whosoever made, nor shall any written modification of it be binding on the CLIENT until it has been approved in writing by both the CLIENT and the CONSULTANT and made a part of the Agreement by way of Amendment.

2 Right of Entry

- 2.1 The CLIENT will provide for right of entry of the CONSULTANT and all his equipment, in order to do the work.
- 2.2 While the CONSULTANT will take reasonable precautions to minimize damage to the property, it is understood by the CLIENT that in the normal course of work some damage to the surface may occur, the correction of which is not part of this Agreement.

3 Invoices

- 3.1 The CONSULTANT's compensation shall be as outlined in Exhibits or Amendments to this Agreement. Invoices may be submitted twice monthly and will include a final bill upon completion of services. Invoices will show total charges accrued during the billing period.
- 3.2 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.
- 3.3 Any required Gross Receipts and/or Professional Services Taxes, as may be required by a specific jurisdiction, will be added to CONSULTANT's invoices, in addition to the fees quoted or agreed to, and are payable by the CLIENT. CLIENT may provide a suitable Non-Taxable Transaction Certificate to CONSULTANT in lieu of payment of tax if permissible by the jurisdiction.
- 3.4 CLIENT will compensate CONSULTANT for any expenses incurred to recover any invoiced amount that remains unpaid after 60 days. These costs may include both costs incurred internally by CONSULTANT or external fees charged by third-party collections placement agencies, attorneys or other resources. Said fees may in some cases exceed the principal of the amount owed.
- 3.5 If any invoiced amount remains unpaid after 60 days CONSULTANT may elect to cease work immediately; CONSULTANT will not be responsible for any loss to CLIENT resulting from this stoppage. Further, if, at any time during the course of the project any invoiced amount remains unpaid after 60 days, CONSULTANT

may require CLIENT to provide an irrevocable letter of assignment of credit from a financial institution and in a form acceptable to the CONSULTANT in an amount to be determined by the CONSULTANT up to and including any remaining un-invoiced balance of the project and any outstanding invoice(s). Said credit line may be accessed at the discretion of the CONSULTANT for payment of any overdue invoices.

4 Ownership of Documents

- 4.1 All reports, boring logs, field data, field notes, drawings and specifications, calculations, estimates, laboratory test data, and other documents prepared or furnished by the CONSULTANT, as instruments of service, shall remain the property of the CONSULTANT whether or not the Project is completed. CLIENT may make and retain copies for information reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by the CLIENT or others on any other project.
- 4.2 Upon CLIENT's payment in full for all Work performed under the Contract Documents, CONSULTANT shall grant CLIENT a license to use the Work Product in connection with the Project, conditioned on CLIENT's express understanding that it's reuse of the Work Product without the CONSULTANT's involvement or consent is at CLIENT's sole risk; and CLIENT agrees to indemnify, defend and hold harmless CONSULTANT and anyone working by or through CONSULTANT for all claims, damages, losses and expenses arising out of any such reuse without CONSULTANT's consent.
- 4.3 The CLIENT agrees that all documents and other work furnished to the CLIENT or his agents, which is not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.

5 Standard of Care

- 5.1 Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

6 Allocation of Risk

- 6.1 The CLIENT agrees to limit the CONSULTANT's liability to the CLIENT, and anyone claiming by, through or under the CLIENT, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of CONSULTANT's services or this agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery such that the total aggregate liability shall not exceed \$25,000 or the total of CONSULTANT's fees, whichever is greater. This



limitation shall not apply to the extent the damage is paid under CONSULTANT's commercial general liability policy. In any case the time period for any damage claims will not exceed five (5) years after the date of the final invoice.

7 Sole Remedy

7.1 Notwithstanding anything to the contrary contained herein, CLIENT agrees that its sole and exclusive claim, demand, suit, judgment or remedy against the CONSULTANT shall be asserted against the CONSULTANT's corporate entity and not against its shareholders, directors, officers or employees.

8 Insurance

8.1 The CONSULTANT represents and warrants that it and its agents, staff and sub-consultants employed by it is and are protected by worker's compensation insurance and that the CONSULTANT has such coverage under professional liability, public liability and property damage insurance policies which the CONSULTANT deems to be adequate.

8.2 CONSULTANT carries professional liability insurance of at least \$1,000,000.

8.3 Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, the CONSULTANT agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by the CONSULTANT, its agents, staff, and sub-consultants employed by it, to the proportionate extent caused by such negligence. The CONSULTANT shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.

8.4 The CONSULTANT shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

9 Indemnification

9.1 It is expressly understood and agreed between CONSULTANT and CLIENT, that CONSULTANT shall indemnify the CLIENT for all losses, damages, claims, actions, or demands resulting from the CONSULTANT's negligent actions or inactions as a result of this Agreement to the proportionate extent that such damages are caused by CONSULTANT's negligence or willful misconduct. Similarly, CLIENT shall indemnify the CONSULTANT for all losses, damages, claims, actions, or demands to the extent caused by CLIENT's willful misconduct or negligent acts, errors or omissions as a result of this Agreement.

10 Termination

10.1 This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CONSULTANT shall

be paid for services performed up to the termination notice date.

10.2 Additionally, it is mutually agreed that both parties will refrain from soliciting and/or hiring each other's employees within 1-year from completion and/or termination of the Agreement.

11 Confidentiality of Information

11.1 Except as required by law or this Agreement, or requested by the CLIENT, the CONSULTANT will communicate with and submit work products only to the CLIENT and parties specifically designated by the CLIENT. The CLIENT is responsible for all regulatory agency submittals and public health officials' notifications.

11.2 Information required by law to be released to public health officials or regulatory agencies will be provided only with the CLIENT's knowledge.

12 Severability

12.1 CLIENT and CONSULTANT have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

12.2 However, CLIENT and CONSULTANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

13 Changed Conditions

13.1 The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope of services should be redefined.

13.2 CONSULTANT will promptly inform CLIENT in writing of such situations, and if the facts discovered constitute a material change in Project assumptions, the parties shall promptly and in good faith enter into renegotiation of this Agreement to help permit CONSULTANT to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONSULTANT has an absolute right to terminate this Agreement. No payment for services beyond those described in the original scope will be authorized without a written amendment to this Agreement.

14 Consequential Damages

14.1 To the fullest extent permitted by laws and regulations, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.



15 Defects in Service

- 15.1 CLIENT and CLIENT's personnel, contractors and sub-contractors shall promptly report to CONSULTANT any defects or suspected defects in CONSULTANT's work, in order that CONSULTANT may take prompt, effective measures which in CONSULTANT's opinion will minimize the consequences of a defect in service.
- 15.2 Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and CONSULTANT shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible.
- 15.3 Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

16 Information Provided by Others

- 16.1 CONSULTANT shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to CONSULTANT such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.
- 16.2 Accordingly, CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT.
- 16.3 CLIENT accepts that any utility locations incorporated into design documents reflect the relative accuracy of the provider and/or utility owner. Unless otherwise specified in the scope of work, CONSULTANT has not verified indicated locations (or lack of) from any utility providers and hence cannot be presumed to guarantee the absence, presence or authoritative location of any utility.
- 16.4 Accordingly, CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information resulting from uncertainty in utility location.

17 Public Responsibility

- 17.1 CLIENT and CONSULTANT each recognizes that they owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety.
- 17.2 If CLIENT for any reason decides to disregard CONSULTANT's recommendations in these respects, CONSULTANT shall employ its best judgement in deciding whether or not to notify public officials. CLIENT agrees that such decisions are CONSULTANT's to make, in light of CONSULTANT's public responsibilities as CONSULTANT perceives them and, in any event, CONSULTANT should not be held liable in any respect, and CLIENT waives any claim against CONSULTANT, for failing to report conditions which were CLIENT's responsibility to report.

18 Jobsite Safety

- 18.1 Where construction work is being done on the site, CONSULTANT is responsible solely for his own and his employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibility for maintaining a safe jobsite.
- 18.2 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or his employees and subcontractors, shall be construed to imply CONSULTANT has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.
- 18.3 CLIENT agrees that the Contractor(s) is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor or other contractors and subcontractors. CLIENT also warrants that CONSULTANT shall be made an additional insured under the Contractor's general liability insurance policy.

19 CLIENT's Responsibility to Notify Consultant

- 19.1 CLIENT hereby warrants that, if he knows or has any reason to know or suspect that hazardous materials may exist at the project site, he has so informed CONSULTANT. CLIENT also warrants that he has informed CONSULTANT of such known or suspected hazardous materials type, quantity and location.
- 19.2 When hazardous materials are known, assumed or suspected to exist at the site, CONSULTANT is required to take appropriate precautions to protect the health and safety of his personnel, to comply with applicable laws and regulations, and to follow procedures that CONSULTANT deems prudent to minimize physical risks to employees and the public.

20 Buried and Aboveground Structures and Utilities

- 20.1 In the prosecution of his work, the CONSULTANT will take reasonable precautions to avoid damage or injury to subterranean and aboveground structures and utilities.



20.2 The CLIENT agrees to hold the CONSULTANT harmless for any damages to subterranean and aboveground structures and utilities which are not called to the CONSULTANT's attention or correctly shown on the plans furnished.

21 Discovery of Unanticipated Hazardous Materials

21.1 Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services.

21.2 CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

21.3 CLIENT encourages CONSULTANT to take any and all measures that in CONSULTANT's professional opinion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of working to protect employees' and the public's health and safety.

21.4 In addition, CLIENT waives any claim against CONSULTANT for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials.

22 Discovery of Unanticipated Hazardous Materials on Site Not Belonging to CLIENT

22.1 In the event the project site is not owned by CLIENT, CLIENT warrants that he has obtained all necessary permissions for CONSULTANT to enter onto the site and conduct subsurface exploration activities. CLIENT recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

22.2 CLIENT also understands that any such discovery may result in recognition of a significant reduction of the property's value, and this may spur the property's owner to institute a claim for compensation for alleged damages even though discovery is not the cause of damages. Accordingly, in such situations, CLIENT waives any claim against CONSULTANT for injury or loss of any type arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by CLIENT and CLIENT agrees to indemnify, defend, and hold harmless the CONSULTANT from and against any claim, liability, loss or cost, including reasonable attorney's fees and cost of defense, allegedly arising out of access to or activities conducted on any such property.

23 Aquifer Contamination

23.1 Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site.

23.2 Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which CONSULTANT will perform on CLIENT's behalf, CLIENT waives any claim against CONSULTANT for injury or loss which may arise as a result of alleged cross-contamination caused by sampling.

24 Contaminated Equipment and Consumables

24.1 Any of CONSULTANT's field or laboratory equipment that becomes contaminated by hazardous materials encountered at the project site must be decontaminated, and contaminated consumables must be disposed of properly. CLIENT agrees to remunerate CONSULTANT for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables.

24.2 In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment, may be less than the cost of decontamination. In such instances, CONSULTANT shall notify CLIENT and give CLIENT the option of paying for decontamination, or purchasing the equipment at its fair market value immediately prior to contamination. If CLIENT elects to purchase equipment, CLIENT and CONSULTANT shall enter into a specific agreement for that purpose.

24.3 For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.

25 Disposal of Samples

25.1 Soil, rock, water and/or other samples obtained from the Project site are the property of CLIENT. CONSULTANT shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing.

25.2 Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from CONSULTANT's custody and transporting them to a disposal site. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.

25.3 CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.



26 Contaminated Materials

- 26.1 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, CONSULTANT will appropriately contain and label such materials; will promptly inform CLIENT that such containerization and labeling has been performed, and will leave the containers on site for proper lawful removal, transport, and disposal by CLIENT. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.
- 26.2 The decision on how contaminated material will be disposed of or treated is not the responsibility of CONSULTANT. The CONSULTANT can provide information on treatment options and qualified transporters, and advise on the probable range of cost. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.
- 26.3 Arrangement for transportation of contaminated material and off-site disposal shall be the sole responsibility of the CLIENT.
- 26.4 Waste analysis and preparation of permits does not constitute direction or decision by CONSULTANT regarding material disposal. By statute, responsibility for this decision resides with the generator and shall not be implied to be transferred to CONSULTANT because of the services provided. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.

27 Subsurface Risks

- 27.1 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program.
- 27.2 For similar reasons, actual environmental, geologic and environmental/geotechnical conditions that CONSULTANT properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time must also be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change.
- 27.3 CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONSULTANT to help reduce them to that level deemed tolerable by CLIENT. CONSULTANT is available to explain these risks and risk reduction methods to CLIENT, but in any event, the scope of services included with this Agreement is that which

CLIENT agreed to or selected in light of his own risk preferences and other considerations.

28 Failure to Encounter Hazardous Materials

- 28.1 It is possible that exploration may fail to reveal the presence of hazardous materials at sites where hazardous materials are assumed or expected to exist. CLIENT understands that CONSULTANT's failure to discover hazardous materials through appropriate and mutually agreed-upon sampling techniques does not guarantee that hazardous materials do not exist at the site.
- 28.2 Similarly, a site which in fact is unaffected by hazardous materials at the time of CONSULTANT's subsurface exploration may later due to natural phenomena or human intervention become contaminated.
- 28.3 CLIENT agrees that it would be unfair to hold CONSULTANT liable for failing to discover hazardous materials whose exact location is impossible to foretell from the surface, or for failing to discover hazardous materials which in fact did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to save CONSULTANT harmless from any claims or liability for injury or loss arising from CONSULTANT's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.
- 28.4 CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

29 Joint and Several Liability

- 29.1 The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed.
- 29.2 As applied to hazardous materials projects, it is possible that the concept of joint and several liabilities could be construed to make CONSULTANT partly or wholly responsible for damages created directly or indirectly by the hazardous materials. CLIENT agrees that it would be unfair for CONSULTANT to be exposed to such an action, because CONSULTANT had nothing whatsoever to do with the creation of the hazardous condition.
- 29.3 Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold CONSULTANT responsible for creating a hazardous condition or permitting one to exist.
- 29.4 CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT in defense of any such claim, with such compensation to



be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project cost.

30 Construction Monitoring

30.1 CLIENT recognizes that unanticipated or changed conditions may be encountered during construction. When CLIENT agrees to retain CONSULTANT to monitor construction, CONSULTANT agrees to assign to the monitoring function persons qualified to observe and report on the quality of work performed by contractors, et al.

30.2 CLIENT recognizes that construction monitoring is a technique employed to minimize the risk of problems arising during construction. Provision of construction monitoring by CONSULTANT is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al, shall retain responsibility for the quality of their work and for adhering to plans and specifications. Should CLIENT for any reason not retain CONSULTANT to monitor construction, or should CLIENT unduly restrict CONSULTANT's assignment of personnel to monitor construction, or should CONSULTANT for any reason not perform construction monitoring during the full period of construction, CONSULTANT shall not have the ability to perform a complete service.

30.3 Should the CONSULTANT be prevented from performing a complete service, CLIENT waives any claim against CONSULTANT, and agrees to indemnify, defend and hold CONSULTANT harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by CONSULTANT.

31 Opinion of Probable Construction Cost

31.1 CLIENT recognizes that CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, competitive bidding or market conditions. Hence CONSULTANT'S opinions of probable costs are to be made on the basis of CONSULTANT'S

experience; but CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost.

32 Reliance by Third Parties

32.1 Any information, including but not limited to data, reports, findings, summaries, or recommendations, prepared by CONSULTANT for CLIENT in the course of performing the Services hereunder may not be relied upon by any person or entity other than CLIENT without CONSULTANT's prior written consent. Unless otherwise agreed, any use of information prepared by the CONSULTANT by anyone other than the CLIENT is entirely at that third party's own risk.

33 Assignment

33.1 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

34 Notices

34.1 Any notice required under this Agreement will be in writing and sent to the appropriate party at the address designated in this Agreement, and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed. All notices shall be effective upon the date of receipt.

35 Dispute Resolution

35.1 If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through negotiation or mediation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



EXHIBIT A
SCOPE OF WORK, SCHEDULE AND COMPENSATION

Section 1: Scope of Work

Presented below is a detailed description of the professional services to be provided by the CONSULTANT to complete the project.

The CLIENT has requested that the CONSULTANT perform the Bid Administration, Construction Administration and Construction Observation for the La Llorona Trail Extension (Calle del Norte Multi-Use Trail) Project.

Task 1: Bid Administration:

CONSULTANT will perform the following duties:

- 1.1. Project administration, scheduling CONSULTANT staff, billing and monthly status reports.
- 1.2. Update bid package with appropriate dates, and new funding guidelines. Coordinate with funding agency to prepare bidding package.
- 1.3. Advertisement and management of the bidding process once. CONSULTANT will prepare and place the bid documents on the CONSULTANT'S bidding website. The legal publication of the "Advertisement for Bids" will be placed in two newspapers, the Las Cruces Sun News and the Albuquerque Journal. The cost for legal publications are included in this cost proposal.
- 1.4. Organize and attend the pre-bid meeting and prepare meeting minutes.
- 1.5. Administer addenda and/or provide clarification requests. Coordinate addenda distribution with the funding agency.
- 1.6. Attendance at bid opening. Evaluate bid submittals and complete a certified bid tabulation. Evaluation of bids includes verifying licenses and review of potential contractor pre-qualification standing. It is understood that prequalification scores will not be applied to the bids.
- 1.7. Prepare a recommendation of bid award to the CLIENT and funding agency for review. The recommendation of bid award will include all received bid submittals.
- 1.8. Organize and attend transition to construction meeting where the project transitions from the Regional TPLA coordinator to the District TPLA coordinator. The meeting will follow the agenda on Page 119 of the TPLA handbook. The transition meeting is to be attended by the CONSULTANT's staff listed below:
 - Project Manager
 - Construction Observer
 - B2G Now & LCP Tracker Programs Manager
 - Material Tester (Subconsultant)
 - Certified Control Supervisor (Subconsultant)

Task 2: Construction Administration:

- 2.1. Project administration, scheduling CONSULTANT staff, billing and monthly status reports.
- 2.2. Upon acceptance of recommendation of bid award by funding agency, CONSULTANT will prepare and issue a notice of award to selected contractor for CLIENT signature.
- 2.3. Preparation of Notice to Proceed and Construction Contract. Coordination with funding agency to produce a contract ready for contractor execution. CONSULTANT will prepare the construction contract, furnish to the Contractor and the CLIENT. Preparation and distribution of four (4) construction contracts.



- 2.4. Organize and attend pre-construction conference. Coordinate with CLIENT, funding agency and contractor on schedule date and time. Coordinate with contractor to ensure all pre-construction documents have been submitted 10-days prior to meeting.
- 2.5. CONSULTANT will coordinate labor and contract compliance with project contractor as required by funding agency. CONSULTANT will be responsible for maintaining and reviewing B2G now and LCP Tracker software to ensure labor and contract compliance for the project. Consultant will be responsible for scheduling 60%, 90% and Final review with TLPA.
- 2.6. Review of Project Submittals and Certifications. SMA has budgeted for up to ten (10) submittals. Additional review of submittals, if needed, would be basis for additional charges.
- 2.7. Review, recommend and process Requests for Information (RFI's) during construction. CONSULTANT has budgeted up to five (5) RFI's. Additional RFI's, if needed, would be basis for additional charges.
- 2.8. Review, recommend and process Change Orders following funding agency guidelines, including the Project Final. SMA has budgeted processing up to three (3) Change Orders. Additional Change Orders, if needed, would be basis for additional charges.
- 2.9. Review, recommend and process Pay Applications, including the Project Final. CONSULTANT has budgeted processing up to six (6) pay applications. Additional Pay Applications, if needed, would be basis for additional charges.
- 2.10. Organize and attend substantial completion meeting
- 2.11. Organize and attend Final Project Inspection meeting
- 2.12. Project Close out documents and Project Close out coordination with funding agency
- 2.13. Periodic site visit from project engineer limited to four (4). Additional required site visits, if needed, would be a basis for additional charges.

Task 3: Construction Observation:

- 3.1. The CONSULTANT will provide full-time (40 hours per week) construction observation of the activities associated with the construction at the project site. Observation hours will be within contractor workdays. Full-time Observation is limited to 17 work weeks or 85 working days (5-day work weeks). Working Days are defined as CONSULTANT mobilized days regardless if CONTRACTOR is performing work. Full-time Observation of the project is limited to a maximum of 40 hours per week and does not include provision for overtime pay. If overtime observation services are required, CONSULTANT will provide a detailed contract amendment for review and approval by the CLIENT.
 - o Testing of Materials:
 - The CONSULTANT shall review the testing of materials as outlined in the approved Project Quality Control Plan and obtain the testing results. Quality Control testing remains the CONTRACTOR's responsibility. Testing documentation will be recorded by the CONSULTANT's Project Manager. Quality Assurance Testing will be performed by the CONSULTANT by using the services of a subconsultant. Independent Assurance testing will be performed by an independent Certified Testing Laboratory, hired separately by the CLIENT.
 - o Conduct on-site observations of the work in progress. Advise the CLIENT if the work is, in general, proceeding in accordance with the Contract Documents. SMA will log information in observation reports and provide documentation of compliance and non-compliance to the CLIENT.



- During observation, CONSULTANT will keep observation logs recording weather conditions, equipment on site where applicable, data relative to questions about Change Directives, Change Orders or changed conditions, list of job site visitors, activities, decisions, observations in general, and specific observations in more detail, as in the case of the observing test procedures. CONSULTANT will send copies to CLIENT on a monthly basis.
- Review and recommend approval of quantities by:
 - Field verifying the Contractor's quantities of the amount of work completed to date. Observer will keep source book up to date with all installed quantities.
- Conduct on-site EEO and Labor Compliance interviews. Field verify contractor EEO requirements, including EEO Bulletin Board review. Complete Commercial use Function (CUF) for disadvantaged business (DBE) if a DBE firm works on the project.
- Observer Limitation:
 - Cannot authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by SMA project engineer, and or Construction Manager.
 - Cannot undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
 - Cannot advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - Cannot advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
 - Cannot participate in specialized field or laboratory tests or inspections conducted by others except as specifically agreed to by CONSULTANT.
- Contractor remains fully responsible for meeting the terms of their contract with the Client for job site safety, including traffic control, at all times.

Task 4: Subconsultant Material Testing:

- The CONSULTANT will hire a subconsultant (Advanced Testing Material Inc.) to perform material testing following funding agency Special Provision 906, NMDOT Minimum Testing Requirements. See attached Subconsultant scope of work dated February 19, 2020, which is hereby included by reference and made part of this agreement.

Task 5: Subconsultant Traffic Control Supervisor:

- The CONSULTANT will hire a subconsultant (Las Cruces Barricades Inc.) to perform Traffic Control Supervisor Services for the project. See attached Subconsultant scope of work dated February 20, 2020, which is hereby included by reference and made part of this agreement.



Section 2: Schedule and Term

The schedule for completion of the professional services identified in Section 1 of this Exhibit A is anticipated to be follows.

Task 1: Bid Administration: Eight (8) weeks from Notice to Proceed to Recommendation of Bid Award.

Task 2: Construction Administration: Seven (7) months after completion of Task 1.

Task 3: Construction Observation: This Task will follow the Contract Time which has been set at 85 weather Working Days or approximately five (5) months.

Task 4: Subconsultant Material Testing: This Task will follow the Contract Time which has been set at 85 weather Working Days or approximately five (5) months.

Task 5: Subconsultant Traffic Control Supervisor: This Task will follow the Contract Time which has been set at 85 weather Working Days or approximately five (5) months.

Section 3: Compensation

Compensation for the professional services identified in Section 1 of this Exhibit A shall be made as follows.

Task 1: Bid Administration \$ 18,925.24

Total = A lump sum amount of \$18,925.24 (excluding gross receipts tax)

Task 2: Construction Administration \$ 46,285.56

Task 3: Construction Observation \$ 69,281.80

Task 4: Subconsultant Material Testing \$ 8,365.50

Task 5: Subconsultant Traffic Control Supervisor \$ 11,033.00

Total = A time and materials amount not to exceed \$134,965.86 (excluding gross receipts tax)

Tasks 1: CLIENT shall pay CONSULTANT a total lump sum amount of **\$18,925.24** plus Appropriate Gross Receipts Tax.

Tasks 2, 3, 4, & 5: CLIENT shall pay CONSULTANT on a time and materials basis not to exceed **\$134,965.86** (combined for tasks 2 thru 5) plus appropriate Gross Receipts Tax without prior approval from CLIENT. As this work is being completed on a time and materials basis, the final cost of these services may be more or less than this amount. CONSULTANT will work up to this budget; however, if the assumptions used to develop this estimate are exceeded or additional budget is required to complete the project, CONSULTANT will notify CLIENT to request additional budget authorization for remaining work. CONSULTANT will not be required to work beyond authorized budgets or held liable for any reason if work is ceased due to budgets being exceeded.

Partial payment for each lump sum task shall be paid monthly prorated on the amount of work completed in each task and payment for each time and materials task shall be invoiced based on the actual labor and costs expended pursuant to CONSULTANT's 2020 Standard Rates by Category. The CONSULTANT shall submit a written request for partial payments including an invoice accounting work completed for each task.



**PROFESSIONAL SERVICES
2020 STANDARD RATES BY CATEGORY**

ATTACHMENT NO. 1 – EXHIBIT A

PROFESSIONAL SERVICES

Professional Staff

| | |
|---|--------------------|
| Principal | \$ 240.00 per hour |
| Senior Manager III | \$ 230.00 per hour |
| Senior Manager II | \$ 220.00 per hour |
| Senior Manager I | \$ 210.00 per hour |
| Senior Engineer/Scientist/Surveyor III | \$ 200.00 per hour |
| Senior Engineer/Scientist/Surveyor II | \$ 180.00 per hour |
| Senior Engineer/Scientist/Surveyor I | \$ 165.00 per hour |
| Project Engineer/Scientist/Surveyor III | \$ 150.00 per hour |
| Project Engineer/Scientist/Surveyor II | \$ 140.00 per hour |
| Project Engineer/Scientist/Surveyor I | \$ 120.00 per hour |
| Staff EIT/Scientist/LSIT III | \$ 120.00 per hour |
| Staff EIT/Scientist/LSIT II | \$ 110.00 per hour |
| Staff EIT/Scientist/LSIT I | \$ 100.00 per hour |

Technical Staff

| | |
|--|--------------------|
| Senior Engineering/Design/Survey Tech V | \$ 140.00 per hour |
| Senior Engineering/Design/Survey Tech IV | \$ 120.00 per hour |
| Engineering/CAD/Design/Survey/Field Tech III | \$ 100.00 per hour |
| Engineering/CAD/Design/Survey/Field Tech II | \$ 80.00 per hour |
| Engineering/CAD/Design/Survey/Field Tech I | \$ 70.00 per hour |
| Technical Intern II | \$ 60.00 per hour |
| Technical Intern I | \$ 50.00 per hour |
| Construction Observer IV | \$ 120.00 per hour |
| Construction Observer III | \$ 100.00 per hour |
| Construction Observer II | \$ 80.00 per hour |
| Construction Observer I | \$ 60.00 per hour |

Support Staff

| | |
|--|--------------------|
| Project Financial/Manager Assistant II | \$ 100.00 per hour |
| Project Financial/Manager Assistant I | \$ 75.00 per hour |
| Administrative Assistant IV | \$ 120.00 per hour |
| Administrative Assistant III | \$ 100.00 per hour |
| Administrative Assistant II | \$ 80.00 per hour |
| Administrative Assistant I | \$ 60.00 per hour |

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
Mileage @ \$0.58 per mile (or current IRS rate)
Per diem \$151.00 per day (or max per-diem rate per USGSA)
Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

The standard rates identified herein are effective July 1, 2019 and are subject to annual adjustment.
Applicable taxes will be added to all billable hours, expenses and other charges. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days





106 Carver Rd.
Las Cruces, NM 88005
575-523-2012
Fax: 575-527-5607

February 19, 2020

Souder Miller & Associates
Attn: Mr. Alonzo Martinez P.E.
500 N. Main Street, Suite 504
Roswell, NM 88201

**MATERIALS TESTING SERVICES FOR
TOWN OF MESILLA
LA LLORONA TRAIL EXTENSION
NMDOT PCN: LC00320
DONA ANA COUNTY, NM**

ATMI PROPOSAL NO. 2002-05

Dear Sir,

Advanced Testing and Materials, Inc. respectfully submits this revised unit cost proposal to provide construction materials testing services for the Town of Mesilla La Llorona Trail Extension Project.

The following is a list of our estimated testing costs for services, based upon the information provided for this project. This testing schedule is based on a call out basis, therefore, costs may vary depending on construction progress and the actual frequency of testing. This estimate does not include costs related to standby time in the field, or retests. In addition this proposal should not be considered a lump sum cost. If any additional testing is required for this project, and is not listed in the table, an amended schedule will be provided. If this proposal meets with your approval, please complete the attached proposal acceptance form / project setup form to authorize our services.

If you have any questions or require additional information, please call at your convenience.

Respectfully submitted,
Advanced Testing and Materials, Inc.

A handwritten signature in black ink, appearing to read "Terrence L. Steigely".

Terrence L. Steigely
President

**COST ESTIMATE PROPOSAL #2002-05
BASE BID**

| <u>ITEM</u> | <u>ESTIMATED COST</u> |
|--|-----------------------|
| I. Earthwork: Subgrade & Basecourse | |
| <u>48</u> In Place Nuclear Densities @ \$ <u>35.00</u> /Ea. (Minimum 3/trip) | \$ 1,680.00 |
| <u>6</u> Hrs. Engineering Technician Sampling @ \$ <u>60.00</u> /Hr. | \$ 360.00 |
| <u>4</u> Proctors @ \$ <u>130.00</u> /Ea. | \$ 520.00 |
| <u>6</u> Sieve Analysis @ \$ <u>60.00</u> /Ea. | \$ 360.00 |
| <u>6</u> Plasticity Indices @ \$ <u>60.00</u> /Ea. | \$ 360.00 |
| Subtotal: | \$ 3,280.00 |

ATMI will provide on-site sampling, field testing and laboratory analysis of aggregate base course and soils to confirm compliance with specifications. Field density tests will be performed by nuclear density methods to determine compliance with in-place compaction and moisture requirements. All laboratory testing performed in Las Cruces Lab.

| | |
|--|------------------|
| II. Concrete | |
| <u>3</u> Sets of <u>4</u> Concrete Cylinders @ \$ <u>160.00</u> /Set | \$ 480.00 |
| Subtotal: | \$ 480.00 |

ATMI will perform on-site sampling, field testing and laboratory analysis of concrete to determine its slump, temperature, air content. In addition, cylinders taken will be tested for compressive strength.

| | |
|---|--------------------|
| III. Asphalt Paving | |
| <u>8</u> Hrs. Engineering Technician @ \$ <u>60.00</u> /Hr. | \$ 480.00 |
| <u>1</u> Coring Equipment @ \$ <u>100.00</u> /Ea. | \$ 100.00 |
| <u>15</u> In Place Asphalt Densities @ \$ <u>35.00</u> /Ea (Minimum 3/trip) | \$ 525.00 |
| <u>4</u> Full Batteries of Asphalt Testing @ \$ <u>525.00</u> /Ea. | \$ 2,100.00 |
| <u>8</u> Hrs. Project Manager @ \$ <u>80.00</u> /Hr. | \$ 640.00 |
| Subtotal: | \$ 3,845.00 |

ATMI will perform on-site sampling, field testing and laboratory analysis of asphalt to determine specification compliance for laboratory properties and field density. All laboratory testing to be performed in Las Cruces Lab.

| | |
|--|--------------------|
| ESTIMATED TOTAL: BASE BID | \$ 7,605.00 |
| <i>(plus applicable taxes @ 8.3125%)</i> | |

BOARD ACTION FORM

ITEM:

For Action; Award the Solid Waste Collection Services to Mesilla Valley Disposal, LTD. Co.

BACKGROUND:

Upon review of the Solid Waste Proposals the staff recommends awarding the bid to Mesilla Valley Disposal, LTD. Co.

SUPPORTING INFORMATION:

Attached is the (1) a spreadsheet which shows a breakdown of the two bids received as well as the current contract amount (2) copy of Mesilla Valley Disposal's proposal and required forms.

BOT OPTIONS:

1. Approve the application.
2. Modify the application with conditions.
3. Reject the application.

RFP 2020-03 REQUEST FOR PROPOSAL FOR SOLID WASTE BID TABULATION

| Item Number | A. One pick up per week | Current Contract Amounts | Mesilla Valley Disposal Price Proposal (LOW BIDDER) | Southwest Disposal Price Proposal |
|----------------------------------|---------------------------|--------------------------|---|-----------------------------------|
| 1 | Residential non-seniors | \$9.35 | \$9.60 | \$10.39 |
| 2 | Residential seniors (65+) | \$7.11 | \$7.15 | \$8.00 |
| 3 | Commercial Poly Cart | \$9.35 | \$9.60 | \$17.99 |
| 4 | Commercial 1.5 yard | \$34.05 | \$35.14 | \$36.71 |
| 5 | Commercial 3 yard | \$46.52 | \$48.95 | \$50.67 |
| 6 | Commercial 4 yard | \$53.80 | \$56.69 | \$59.63 |
| 7 | Commercial 6 yard | \$72.43 | \$79.87 | \$81.54 |
| 8 | Commercial 8 yard | \$88.27 | \$97.30 | \$100.66 |
| B. Twice pick up per week | | | | |
| 9 | Residential non-seniors | None in service | \$13.25 | \$16.00 |
| 10 | Residential seniors (65+) | None in service | \$11.00 | \$12.32 |
| 11 | Commercial 1.5 yard | None in service | \$48.22 | \$56.05 |
| 12 | Commercial 3 yard | \$68.40 | \$65.86 | \$77.60 |
| 13 | Commercial 4 yard | \$79.08 | \$76.15 | \$91.81 |
| 14 | Commercial 6 yard | \$104.80 | \$101.43 | \$124.92 |
| 15 | Commercial 8 yard | \$129.82 | \$125.00 | \$156.31 |

PRICE PROPOSAL

For provision of services as described below, the Proponent will receive compensation in accordance with the following schedule of services and costs:

A. One pick up per week

Residential Cart Collection:

\$9.60 monthly for Non-Seniors

\$7.15 monthly for Seniors (65+)

Commercial dumpster:

\$9.60 – Poly Cart

\$35.14 - 1.5 cu. yard

\$48.95 - 3 cu. yard

\$56.69- 4 cu. yard

\$79.87 - 6 cu. yard

\$97.30- 8 cu. yard

\$130.00 per pull plus \$45. per ton. No delivery charge - 40 cu. yard

B. Twice Pick up per week

Residential Cart Collection:

\$13.25 monthly for non-Seniors

\$11.00 monthly for Seniors (65+)

Commercial Dumpsters:

\$48.22 - 1.5 cu. yard

\$65.86 - 3 cu. yard

\$76.15 - 4 cu. yard

\$101.43 - 6 cu. yard

\$125.00- 8 cu. yard

\$130.00 per pull plus \$45. per ton. No delivery charge - 40 cu. yard

C. Twice yearly clean up service to the Town and special events.

\$45.00 per ton. No delivery or charge per pull - per trip 40 cu. yard

D. Additional Recycling service (Recycling pick up is included in base rate).

\$0.00 per month bi-weekly curb side pick up

\$0.00 per month recycling service. If other than bi-weekly curb side pick up please explain the service that will be offered in detail.

FIRST AMERICAN BANK (0043)

**MARK OLSON OR TERI OLSON
HELD IN FAVOR OF TOWN OF MESILLA
1200 FORT FILLMORE
MESILLA PARK, NM 88047**

Time Deposit Activity

Account Number ****4127

Transactions For Current Statement Period

Account Summary

| | |
|--|--------------------|
| Previous Statement Balance as of Wednesday, May 16, 2012 | \$0.00 |
| 8 Deposits and other Credits. | +\$30,804.19 |
| 0 Withdrawals and other Debits. | -\$0.00 |
| Current Statement Balance as of Friday, February 14, 2020 | \$30,804.19 |
| Number of Days in this Period: | 2830 |
| Interest Paid Year To Date | \$0.00 |

Time Deposit Summary

| Deposit | Seq | Initial Value | Rate | Maturity | Current Value |
|------------|-----|---------------|--------|------------|---------------|
| 05/16/2012 | 1 | \$30,000.00 | 0.400% | 05/16/2013 | \$0.00 |
| 05/16/2013 | 0 | \$30,120.00 | 0.300% | 05/16/2014 | \$0.00 |
| 05/16/2014 | 0 | \$30,210.36 | 0.250% | 05/16/2015 | \$0.00 |
| 05/16/2015 | 0 | \$30,285.89 | 0.350% | 05/16/2016 | \$0.00 |
| 05/16/2016 | 0 | \$30,392.07 | 0.400% | 05/16/2017 | \$0.00 |
| 05/16/2017 | 0 | \$30,513.64 | 0.400% | 05/16/2018 | \$0.00 |
| 05/16/2018 | 0 | \$30,635.69 | 0.550% | 05/16/2019 | \$0.00 |
| 05/16/2019 | 0 | \$30,804.19 | 0.800% | 05/16/2020 | \$30,804.19 |

Account Activity

| Date | Description | Debit | Credit |
|------------|------------------|-------------|-------------|
| 05/16/2012 | TIME DEPOSIT | | \$30,000.00 |
| 05/16/2013 | INTEREST PAYMENT | | \$120.00 |
| 05/16/2013 | DEPOSIT MATURITY | \$30,120.00 | |
| 05/16/2013 | DEPOSIT RENEWAL | | \$30,120.00 |
| 05/16/2014 | INTEREST PAYMENT | | \$90.36 |
| 05/16/2014 | DEPOSIT MATURITY | \$30,210.36 | |
| 05/16/2014 | DEPOSIT RENEWAL | | \$30,210.36 |
| 05/16/2015 | INTEREST PAYMENT | | \$75.53 |
| 05/16/2015 | DEPOSIT MATURITY | \$30,285.89 | |
| 05/16/2015 | DEPOSIT RENEWAL | | \$30,285.89 |
| 05/16/2016 | INTEREST PAYMENT | | \$106.18 |
| 05/16/2016 | DEPOSIT MATURITY | \$30,392.07 | |
| 05/16/2016 | DEPOSIT RENEWAL | | \$30,392.07 |
| 05/16/2017 | INTEREST PAYMENT | | \$121.57 |
| 05/16/2017 | DEPOSIT MATURITY | \$30,513.64 | |
| 05/16/2017 | DEPOSIT RENEWAL | | \$30,513.64 |
| 05/16/2018 | INTEREST PAYMENT | | \$122.05 |

Form 4

IDENTIFICATION OF PERFORMANCE SECURITY

If the Proponent is awarded a Contract on this Proposal, the surety or other financial institution that provides the letter of credit or other performance guarantee shall be:

First American Bank whose address is

P.O. Box 2380 Las Cruces, NM 88004-2380, whose

Telephone number is **575.524.8000**, and website address is **www.firstamb.net**

Form 5

CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

Proponent's Declaration and Understanding

The undersigned Proponent declares that the only persons or parties beneficially or financially interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion; and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Project. The Proponent declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proponent has not directly or indirectly entered into any agreement, induced or solicited any other Proponent to submit a false or sham Proposal; the Proponent has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proponent has not sought by collusion to obtain for itself any advantage over any other Proponent or over the Town; and Proponent has not otherwise taken any action in the restraint of free competitive proposals in connection with the Project for which this Proposal is submitted.

The Proponent declares that it has familiarized itself with the nature and extent of the Contract, the existing Project, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance or furnishing of the Project. The Proponent has satisfied itself as to the services and equipment to be provided, including the fact that the description of the services and equipment is brief and is intended only to indicate the general nature of the Project, and that this Proposal is made according to the provisions and under the terms and conditions of the Contract, which are hereby made a part of this Proposal.

The Proponent further acknowledges that it has satisfied itself as to the nature and location of the Project, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and organic material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the Town, the character of equipment and facilities needed to execute the Project, and all other matters that may in any way affect the Project or the cost thereof under the Contract.

The Proponent further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the Town regarding the Existing Project and solid waste system, and the Proponent has adequately investigated the Town's customer base and any additional information that may be provided by the Town. Failure by the Proponent to acquaint itself with the physical conditions of the Town's customer base and all available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the services and providing the equipment required under the Contract.

The Proponent warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the Project in a good, timely and workmanlike manner and to the satisfaction of the Town. The Town assumes no responsibility for any representation made by any of its officers or agents during or prior to the execution of the Contract, unless (1) such Page 18 of 21 representations are expressly stated in the Contract; and/or (2) the Contract expressly provides that the Town therefore assumes the responsibility.



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
Mailing Address:
P.O. DRAWER 26110
SANTA FE, NEW MEXICO 87502-0110

BILL RICHARDSON
GOVERNOR

Edward J. Lopez, Jr.
SECRETARY

Michael C. Vinyard
STATE PURCHASING AGENT

Joseph M. Montoya Building
Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505
(505) 827-0472

Dear Vendor:

Your application for preference as a New Mexico resident vendor has been approved. Enclosed is your numbered certificate for the 5% preference. If anyone requests proof of your certification, send a duplicate copy, **DO NOT** send your original certificate.

You **do not** need to re-apply for this certification. This number is valid until it is revoked for any reason or until the governing law changes.

We offer a vendor registration program to provide you with immediate notification of all formal bids occurring in commodities of interest to your organization. This program allow you to pay one annual fee to receive copies of all bids in your selected commodities, rather than having to watch for legal notices and then send in a written request and payment for reach bid. You may wish to consider participating in this convenient registration program if you are not currently enrolled.

Please take advantage of the wealth of information available to you through our web site at www.state.nm.us/spd. Thank you for your interest in doing business with the State of New Mexico.

Sincerely,

A handwritten signature in cursive script that reads "Paula Salazar".

Paula Salazar
Vendor Registration
(505) 827-0474
psalazar@state.nm.us

/ps
/Enclosure

SPD725(7/83)

CERTIFICATION NO. SPD 82R13

DATE ISSUED 10/25/04

MESILLA VALLEY DISPOSAL

IS HEREBY CERTIFIED BY THE OFFICE OF THE

State Purchasing Agent

TO BE A RESIDENT BIDDER AS DEFINED IN CHAPTER 13: PUBLIC PURCHASES ACT 1982 CUMULATIVE SUPPLEMENT. AND PER RESIDENT BIDDER CERTIFICATION QUESTIONNAIRE FILED IN THE STATE PURCHASING DIVISION'S OFFICE.


STATE PURCHASING AGENT



RESOLUTION NO. 2020-05

A RESOLUTION AMENDING THE MERCADO RULES AND REGULATIONS FOR THE TOWN OF MESILLA.

WHEREAS, the purpose of this Resolution is to adopt revised rules and regulations of the Mercado; and

WHEREAS, the Mercado is a vending option for local artists offered as an alternative to opening a store location; and

WHEREAS, the Board of Trustees amended Mesilla Town Code Chapter 12.15 Use of Town Facilities & the Plaza and found a need to revise the Mercado Rules and Regulations; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MESILLA that “Exhibit A” attached hereto are the modified rules and regulations to be utilized by all officers/employees of the town and Mercado vendors.

PASSED, APPROVED AND ADOPTED this 9th day of March 2020.

Nora L. Barraza
Mayor

ATTEST:

Cynthia Stoechner-Hernandez
Town Clerk-Treasurer

Roll Call Vote:
Mayor Barraza _____
Trustee Johnson-Burick _____
Trustee Arzabal _____
Trustee Caro _____
Trustee Garcia _____



RESOLUTION NO. 2020-06

**A RESOLUTION BY THE BOARD OF TRUSTEES EXTENDING A MORATORIUM
CEASING ALL CONSTRUCTION OF NEW BUILDING IN THE HR ZONE.**

WHEREAS, the Board of Trustees (BOT) made mention of acting on a moratorium regarding all new construction in the Historic Residential Zone at previous meetings; and

WHEREAS, the BOT would like to clarify the Historic Residential Zone code; and

WHEREAS, the BOT heard public comment and found that a moratorium on new construction in the Historic Residential Zone would be appropriate until further review/research and possible ordinance changes are made; and

WHEREAS, changes to Mesilla Town Code as they relate to building in the Historic Residential Zone benefit the Town of Mesilla by clarifying this Chapter in the Mesilla Town Code; and

WHEREAS, the BOT approved a 60-day moratorium on November 25, 2019; and

WHEREAS, the BOT heard public input regarding changes to the ordinance on January 27th and determined that more time was needed to resolve some of the issues encountered within the ordinance; and

WHEREAS, the BOT approved an extension for another 30 days on February 10, 2020; and

WHEREAS, the BOT and P&Z held a joint work session on February 10, 2020 and determined that more time was needed for revisions to the Historic Residential Zone code;

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mesilla that they grant an extension to the moratorium to complete revisions to the HR Zoning code and bring them forth for public comment and approval until April 20, 2020.

PASSED, ADOPTED AND APPROVED on this **9th** day of March 2020.

ATTEST:

Nora L. Barraza
Mayor

Cynthia Stoechner-Hernandez
Town Clerk-Treasurer

Resolution 2020-06

Roll Call Vote:

Mayor Barraza

Trustee Johnson-Burick

Trustee Arzabal

Trustee Caro

Trustee Garcia

MEMORANDUM

TO: MAYOR NORA L. BARRAZA AND BOARD OF TRUSTEES

FROM: LARRY SHANNON, COMMUNITY DEVELOPMENT COORDINATOR

SUBJECT: ACTIVITY REPORT – JANUARY 2020

DATE: MARCH 3, 2020

PZHAC BUSINESS
FEBRUARY 2020

Items presented to the PZHAC

PZHAC WORK SESSION ITEMS:

1. Submitted by Natalie B. Ogaz, a request to discuss changes to approved plans for the construction of a new dwelling at 2729 Calle de San Albino (**Case 060748**). Zoned: Historic Residential (HR)
2. Submitted by Bruce (Burt) McClure, a request to discuss plans to construct a wood fence on a property at 2551 Calle de Principal. Zoned: Historical Residential (HR) (**Case 061009**)
3. Submitted by Gerard Nevarez; a request to discuss plans to add a privacy panel to a rock wall at the rear of his property at 2305 Calle de Colon. Zoned: Historical Residential (HR) (**Case 061010**)
4. Submitted by Anna Biad; a request to discuss plans to construct a rock wall and change the landscaping of a commercial property at 2172 Calle de Santiago. Zoned: Historical Commercial (HC) (**Case 061011**)

ADMINISTRATIVE APPROVAL

Zoning Permits

1. **Case 060990** – 2195 Calle del Norte, submitted by Jorge Larrazabal; a request for a zoning permit to repaint a dwelling at this address. Zoned: Historical Residential (HR)
2. **Case 060994** – 2544 Calle Tercera, submitted by Lola Chavez; a request for a zoning permit to allow a conversion to refrigerated air for a dwelling at this address. Zoned: Historical Residential (HR)
3. **Case 060962** – Snow Road, west of intersection with Calle del Sur (address to be assigned), submitted by William C. Fietze; a request for a zoning permit to install a pipe fence along the property line between the property and Snow Road. Zoned: Rural Farm (RF)

PZHAC DECISION ITEMS:

Zoning Permits:

1. **Case 061003** – 2309 Calle de Santiago, submitted by Viola and Larry Tafoya; a request for a zoning permit to repair a damaged sidewalk and repair portions of the stucco on the wall of a commercial building at this address. Zoned: Historical Commercial (HC)
2. **Case 061004** – 2000 Calle de Parian, submitted by Mark Sideris of Buffalo Builders for Julienne Hadfield; a request for a zoning permit to conduct a plumbing inspection on a commercial building at this address. Zoned: Historical Commercial (HC)
3. **Case 061005** – 2825 Teresita Street, submitted by Annabelle Hurst; a request for a zoning permit to allow the replacement of a roof on a dwelling at this address. Zoned: Historical Residential (HR)
4. **Case 061006** – 319 Capri Arc, submitted by Samuel McBurney; a request for a zoning permit to allow the replacement of a roof on a dwelling at this address. Zoned: Residential, one acre (R-1)
5. **Case 061008** – 2745 Boldt Street, submitted by Jim Jones; a request for a zoning permit to allow the installation of a concrete driveway and brick flat work on a residential property at this address. Zoned: Historical Residential (HR)

Zoning Permits:

6. **Case 060748** – 2729 Calle de San Albino, submitted by Natalie B. Ogaz, a request for changes to an approved building permit to construct a new residence at this address. Zoned: Historic Residential (HR). **(This case was discussed during the Work Session)**
7. **Case 091009** – 2551 Calle de Principal, submitted by Bruce B. (Burt) McClure, a request for a zoning permit to construct a wood fence on a residential property at this address. Zoned: Historical Residential (HR). **(This case was discussed during the Work Session)**
8. **Case 061010** – 2305 Calle de Colon, submitted by Gerard Nevarez; a request for a zoning permit to allow the addition of a privacy panel to a rock wall at the rear of a residential property at this address. Zoned: Historical Residential (HR) **(This case was discussed during the Work Session)**
9. **Case 061011** – 2172 Calle de Santiago, submitted by Anna Biad; a request for a zoning permit to allow the construction of a rock wall and changes to the landscaping of a commercial property at this address. Zoned: Historical Commercial (HC) **(This case was discussed during the Work Session)**

Sign Permit

1. **Case 061012** – 2172 Calle de Santiago, submitted by Anna Biad for “Blue Door Venue”; a request for a sign permit to allow a wall sign at this address. Zoned: General Historical Commercial (HC)

If you have any questions, comments or concerns please feel free to call me at 524 -3262 ext. 104; or e-mail me at larrys@mesillanm.gov.

***Town of Mesilla Assessor's Report
FEBRUARY 2020***

| Mesilla CASE # | DAC ACC'T # | APPL. DATE | ISSUEE/CONTRACTOR | VALUATION / COST | FEE | BLDG CODE | ADDRESS | DESCRIPTION OF WORK |
|----------------|-------------|------------|--|------------------|--------|-----------|-------------------------|--|
| 061013 | 04-00367 | 1/31/20 | Kristin Reardon/Larry Limon | 600.00 | 50.00 | MI | 2235 Avenida de Mesilla | Repair and repaint damaged stucco on a dwelling at this address. |
| 061014 | 04-00376 | 2/7/20 | Brittany Bloch/RES Construction | 7,900.00 | 22.50 | MI | 1901 Calle de Correo | Install an underground electrical service to a commercial structure at this address. |
| 061015 | 04-00960 | 2/6/20 | Lori and Xavier Jurado | TBD | 130.00 | MI | 1401 West Boutz Road | Install a rock wall at this address. |
| 061017 | 04-01598 | 2/7/20 | Henry Newman and Lisa Belvito/Villa Custom Homes | 8,000.00 | 22.50 | SP | 1940 Calle Pacana | Install a swim spa at this address |
| 061018 | 04-00461 | 2/11/20 | Andrea Bryan/Organ Mountain Solar Install. | 17,840.00 | 37.50 | MI | 2557 Calle de Parian | Install photo-voltaic panels on a dwelling at this address. |
| 061019 | 04-00263 | 2/21/20 | San Albino Church/Anthony Radke | 0.00 | 0.00 | MISC | 2280 Calle Principal | Restripe the church parking lot. |
| 061020 | 04-00674 | 2/16/20 | Jessie Herrera | 90,000.00 | 145.00 | AD | 2929 Calle de Guadalupe | Construct an 800 sq.ft. addition to a 960 sq.ft. dwelling |
| 061021 | 04-00389 | 2/19/20 | Nia Rucker/Window World | 2710.80 | 80.00 | ACC | 1922 Calle de Cura | Replace six windows on a dwelling at this address |
| 061022 | 04-00332 | 2/18/20 | Lori S. Dahlstrom/Jesus Cano | 5,000.00 | 100.00 | MISC | 1948 Calle de Santiago | Repair and repaint the exterior walls on a commercial structure at this address. |
| 061023 | 04-01209 | 2/25/20 | Psychology Consulting Options | 12 square feet | 24.00 | SIGN | 2488 Calle de Guadalupe | Install two wall signs on a business at this address. |
| 061024 | 04-00335 | 2/14/20 | Julienne Hadfield/Mark Sidaris | 46,690.00 | 81.00 | RN | 2000 Calle de Parian | Renovate the second floor of a commercial structure at this address |

Community Projects Report

| Project | Description |
|-----------------------------|---|
| Current Contact information | Dorothy Sellers Email: DorothyS@mesillanm.gov Work: 575-524-3262 Cell:575-571-3890 |
| Census Day in Mesilla | Working in conjunction with county workers to have a census kick off day in Mesilla on Saturday, March 21 from 1pm to 3pm. Festivities will include food, music, computers and volunteers on hand to answer questions regarding the census as well as provide opportunity to the public to complete their census. Adams radio group will be on hand to do a live remote. I have received census swag to give away on that day. Food provided will be hot dogs, chips, bottled waters, and watermelon. Seeking volunteers to assist in cooking as well as speaking on air regarding the census. I sought assistance from Branigan Library in setting up a mobile unit of laptops unsuccessfully. I have instead secured 2 computers that will be on hand to take surveys. |
| Cinco de Mayo | Applications for vendor booths opened on Monday, Feb 10 th at 8 am. I currently have 2/3 of the spaces sold. Both evening bands have been booked. Karlos y La Ley will perform on Saturday and Fusion915 will perform on Sunday. National Anthem singers have been selected. We will have an NMSU ensemble on Saturday and Rebekah Regalado on Sunday. Currently, working on the entertainment schedule and reaching out to talent. With the new children's area, I have reached out to the NM Guard in hopes of having their climbing wall. The NM Historic Sites department will have a crafting booth. The Town will be running a cupcake walk and one other game booth. I am also reaching out to the Mesilla Fire Dept. and Wet 'N Wild in hopes of having Mascots on hand for photo ops. I am also reaching out to the businesses to see if they would like to participate by sponsoring a booth and doing a game, craft, cooking demonstration etc. |
| Summer Rec Program | Application window for this years grant has opened and will reapply for this funding. Some supplies have been purchased. Reaching out to businesses for free or reduced field trip opportunities. Would like to allow 5 more children to attend over last year. |
| Mercado | Rules and regulations have been rewritten and will be redistributed at mandatory orientation for Mercado vendors. Areas targeted for improvement are parking, musical performers, ensuring items being sold are hand made, permits are held by all vendors, and displays not blocking walkways or using public trash cans. Moving to a 3 person management system for the Mercado vs the 1 manager system in place. I have reached out for interested persons. Fee has been changed to \$200 for the year of 2020/21. 2 out of the 99 vendors have stated they will think about renewing due to change of fees. |

| | |
|-------------------------|--|
| Clean & Beautiful Grant | <p>Picnic Benches, Picnic Tables, trash and litter receptacles, and sprinklers have been purchased and are scheduled to be installed by months end. Working with Rod McGillvray to ensure projects are completed in a timely manner.</p> <p>Application window for next years grant is open and will be applied for again.</p> |
| NM Tourism Grant | <p>Video and companion banner are complete, submitted, and approved. Video may be seen at the link below.</p> <p>https://drive.google.com/open?id=1F1iVdu9he_b7JCso49iCWePrrUtTz1N4</p> <p>Application window for next years grant is open and will be applied for again.</p> |
| 2020 Summer Series | <p>All bands have been booked for this years summer series. KW Sounds will provide the sound for these events. Beer garden will continue this year. I am reaching out to Experience Mesilla for a list of which businesses will participate on which weekend this year.</p> |
| Newsletter | <p>A spring newsletter has been completed and mailed to all Mesilla Residents. Hard copies of this newsletter can be found at Town Hall.</p> |
| 4 th of July | <p>Talent has been booked for the 4th of July. Reaching out to Planet Fireworks to ensure we can partner once more on display.</p> |



MEMORANDUM

To: Mayor and Trustees

From: Cynthia Stoechner-Hernandez
Town Clerk-Treasurer *CSH*

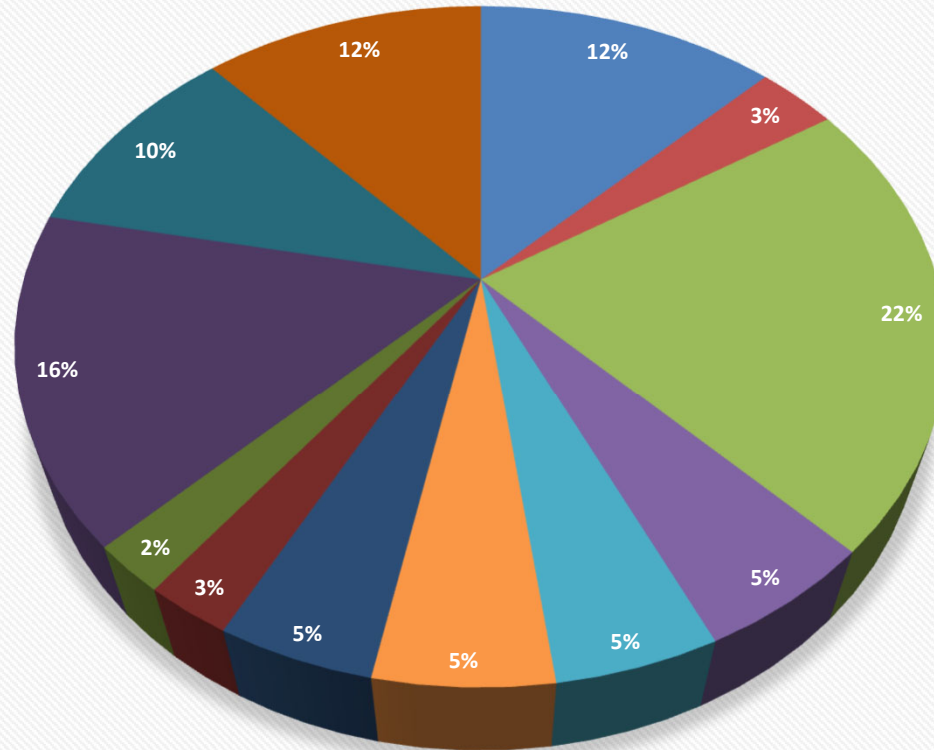
RE: Monthly Finance Report

Listed below is a review of department and fund expenditures for: February
General Fund should be at: 58.33% spending

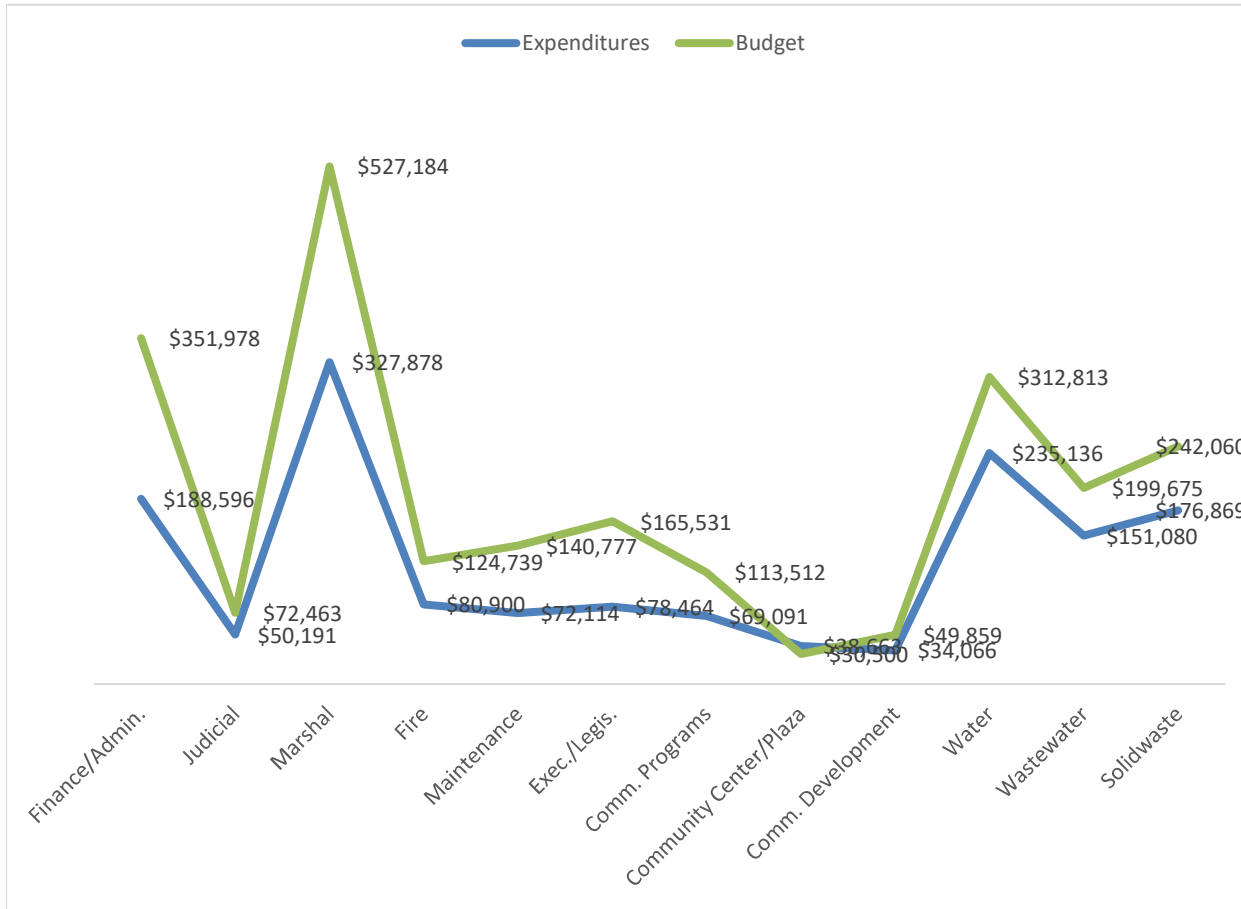
****We received \$90,000 in Small Cities Assistance on 3/3/2020.**

| YTD EXPENDITURES | %Exp. | \$ Money YTD | Mo. % | YTD % over/under | Approved Budget |
|------------------------|---------------|------------------|----------------|------------------|---------------------|
| Finance/Admin. | 53.58% | \$188,596 | 100.00% | -46.42% | \$ 351,978 |
| Judicial | 69.26% | \$50,191 | 100.00% | -30.74% | \$ 72,463 |
| Marshal | 62.19% | \$327,878 | 100.00% | -37.81% | \$ 527,184 |
| Fire | 64.86% | \$80,900 | 100.00% | -35.14% | \$ 124,739 |
| Maintenance | 51.23% | \$72,114 | 100.00% | -48.77% | \$ 140,777 |
| Exec./Legis. | 47.40% | \$78,464 | 100.00% | -52.60% | \$ 165,531 |
| Comm. Programs | 60.87% | \$69,091 | 100.00% | -39.13% | \$ 113,512 |
| Community Center/Plaza | 126.76% | \$38,663 | 100.00% | 26.76% | \$ 30,500 |
| Comm. Development | 68.32% | \$34,066 | 100.00% | -31.68% | \$ 49,859 |
| General Fund | 59.62% | \$939,963 | 100.00% | -40.38% | \$ 1,576,543 |
| Water | 75.17% | \$235,136 | 100.00% | -24.83% | \$ 312,813 |
| Wastewater | 75.66% | \$151,080 | 100.00% | -24.34% | \$ 199,675 |
| Solidwaste | 73.07% | \$176,869 | 100.00% | -26.93% | \$ 242,060 |
| Enterprise Fund | 69.64% | \$563,085 | 100.00% | -30.36% | \$ 808,548 |

EXPENDITURES



EXPENDITURES VS BUDGET

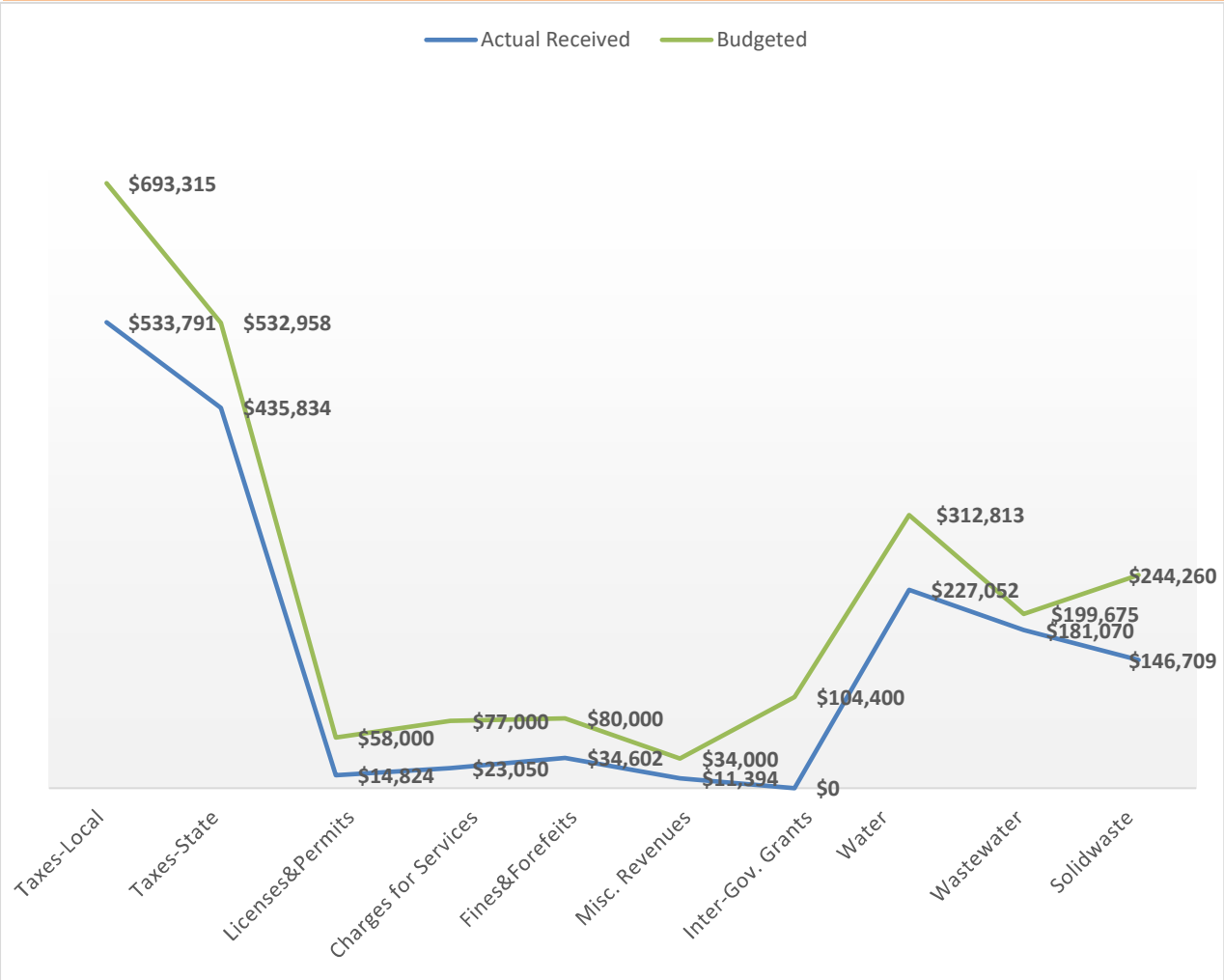


Please request the INCODE report for detail revenues and expenses by fund.

REVENUE

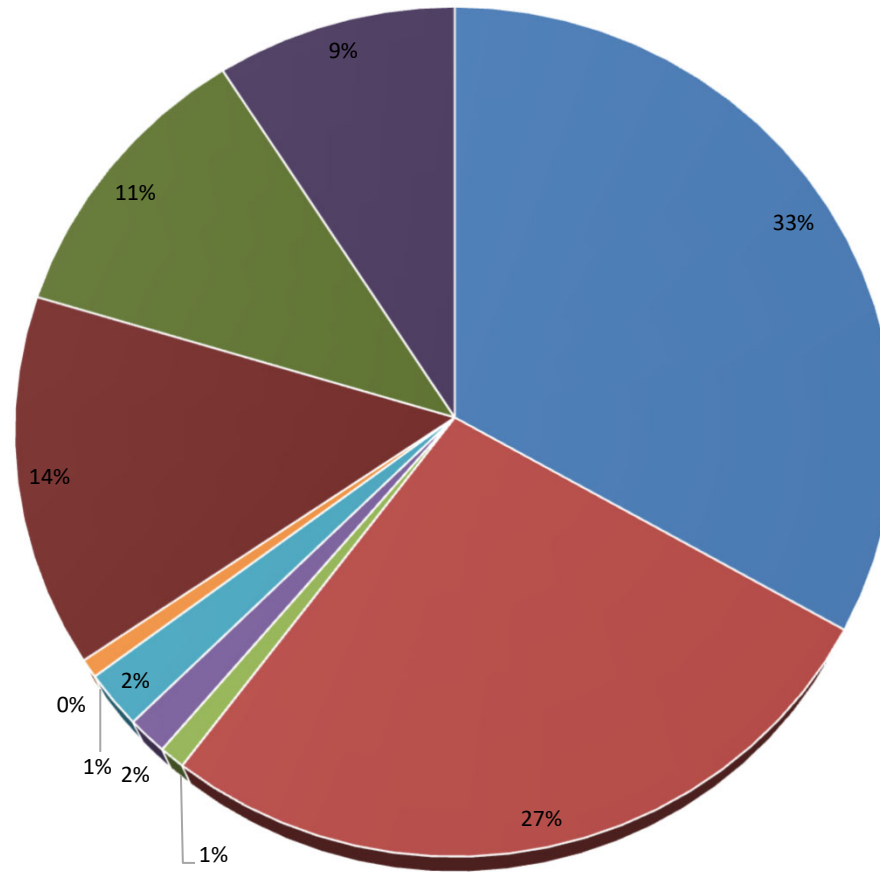
| YTD REVENUES | % Rec. | YTD Money \$ | % Est. | YTD % over/under | AMOUNT BUDGETED |
|------------------------|---------------|--------------------|----------------|------------------|--------------------|
| Taxes-Local | 76.99% | \$533,791 | 100.00% | -23.01% | \$693,315 |
| Taxes-State | 81.78% | \$435,834 | 100.00% | -18.22% | \$532,958 |
| Licenses&Permits | 25.56% | \$14,824 | 100.00% | -74.44% | \$58,000 |
| Charges for Service | 29.94% | \$23,050 | 100.00% | -70.06% | \$77,000 |
| Fines&Forefeits | 43.25% | \$34,602 | 100.00% | -56.75% | \$80,000 |
| Misc. Revenues | 33.51% | \$11,394 | 100.00% | -66.49% | \$34,000 |
| Inter-Gov. Grants | 0.00% | \$0 | 100.00% | -100.00% | \$104,400 |
| General Fund | 66.69% | \$1,053,494 | 100.00% | -33.31% | \$1,579,673 |
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REVENUE vs BUDGET



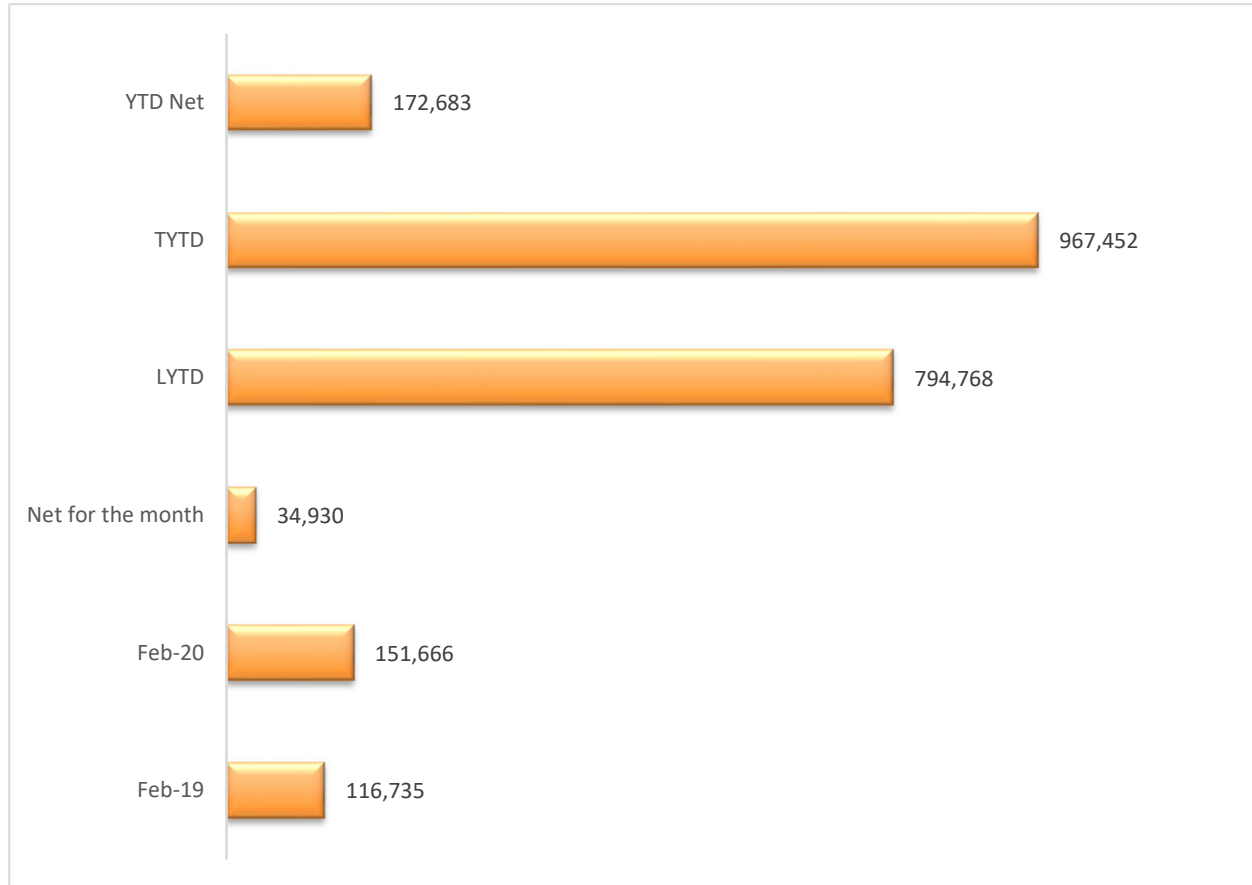
YTD REVENUES

- Taxes-Local
- Taxes-State
- Licenses&Permits
- Charges for Services
- Fines&Forefeits
- Misc. Revenues
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- Solidwaste



GRT COMPARISONS

| Feb-19 | Feb-20 | Net for the month | LYTD | TYTD | YTD Net |
|---------|---------|-------------------|---------|---------|---------|
| 116,735 | 151,666 | 34,930 | 794,768 | 967,452 | 172,683 |



Business GRT in December 2019

| | | | |
|---------------------|-----|---------------------------|-----|
| Percentage by month | 30% | Percentage over last FYTD | 22% |
|---------------------|-----|---------------------------|-----|

TOWN OF MESILLA FIRE DEPARTMENT
MONTHLY BOT REPORT



DATE: February 2020

MAJOR ADDITIONS TO INVENTORY NONE

MAINTENANCE OF EQUIPMENT All units passed wet inspections, all fluids changed. Minor repairs completed. Two valves were replaced on Engine 31, one on Engine 32. Repairs completed to Battalion 32. Squad 32 had engine repaired after a push rod had become bent. Injectors were replaced.

COMMENTS Six firefighters are testing for their National Registry of EMTs licensing. An AFG grant for equipment was started. Tools and brush trucks are being prepped for beginning of wildland fire season. Since we have had an above normal amount of precipitation with associated growth it could be a busy fire season for New Mexico.

SUBMITTED BY Fire Chief Kevin Hoban _____

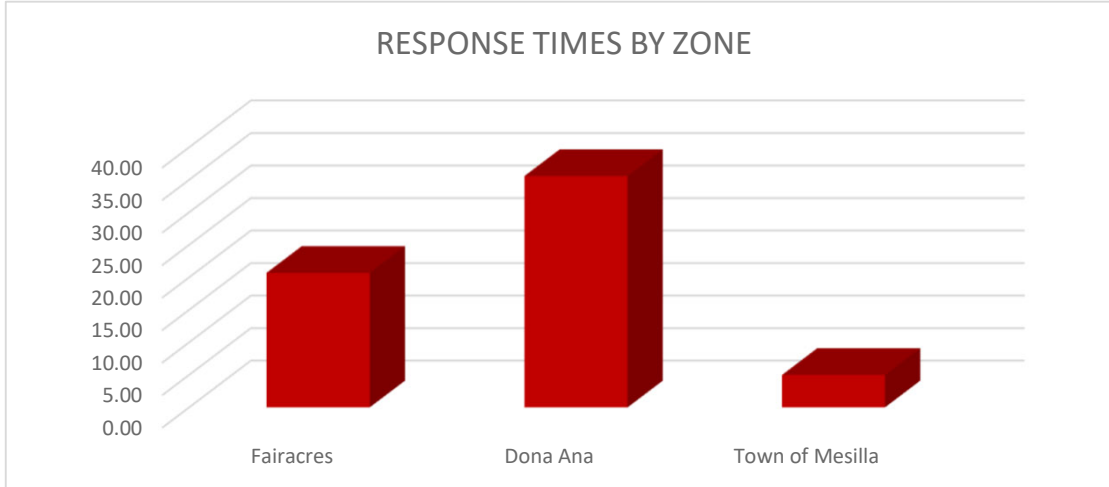
Mesilla Fire Department

Mesilla, NM

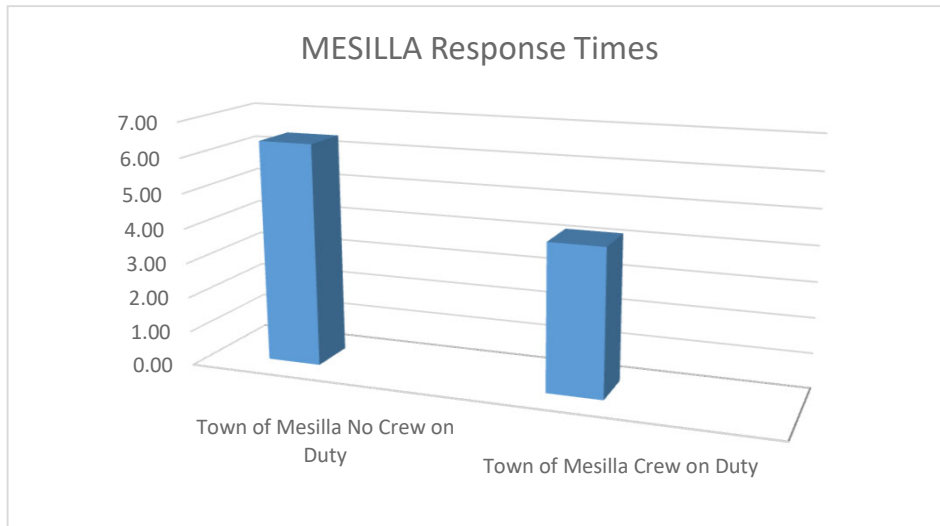
This report was generated on 01/02/2019



Response Mode: Lights and Sirens | Start Date: 12/01/2018 | End Date:12/31/2018



| Zone | AVERAGE RESPONSE TIME (in minutes) |
|--|------------------------------------|
| Fairacres | 20.69 |
| Dona Ana | 35.58 |
| Town of Mesilla | 4.99 |
| Town of Mesilla No Crew on Duty | 6.39 |
| Town of Mesilla Crew on Duty | 4.20 |



Only REVIEWED incidents included. Response Time is Dispatched to Arrived.



MEMORANDUM

To: Mayor and Trustees

From: Cynthia Stoechner-Hernandez
Town Clerk-Treasurer *CSH*

RE: Monthly Finance Report

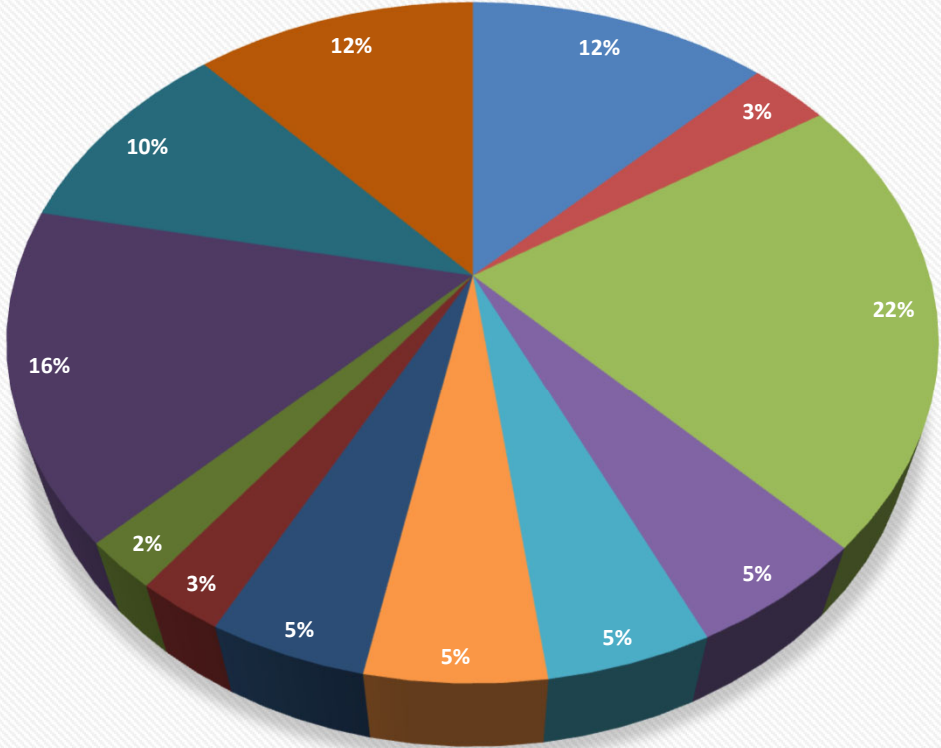
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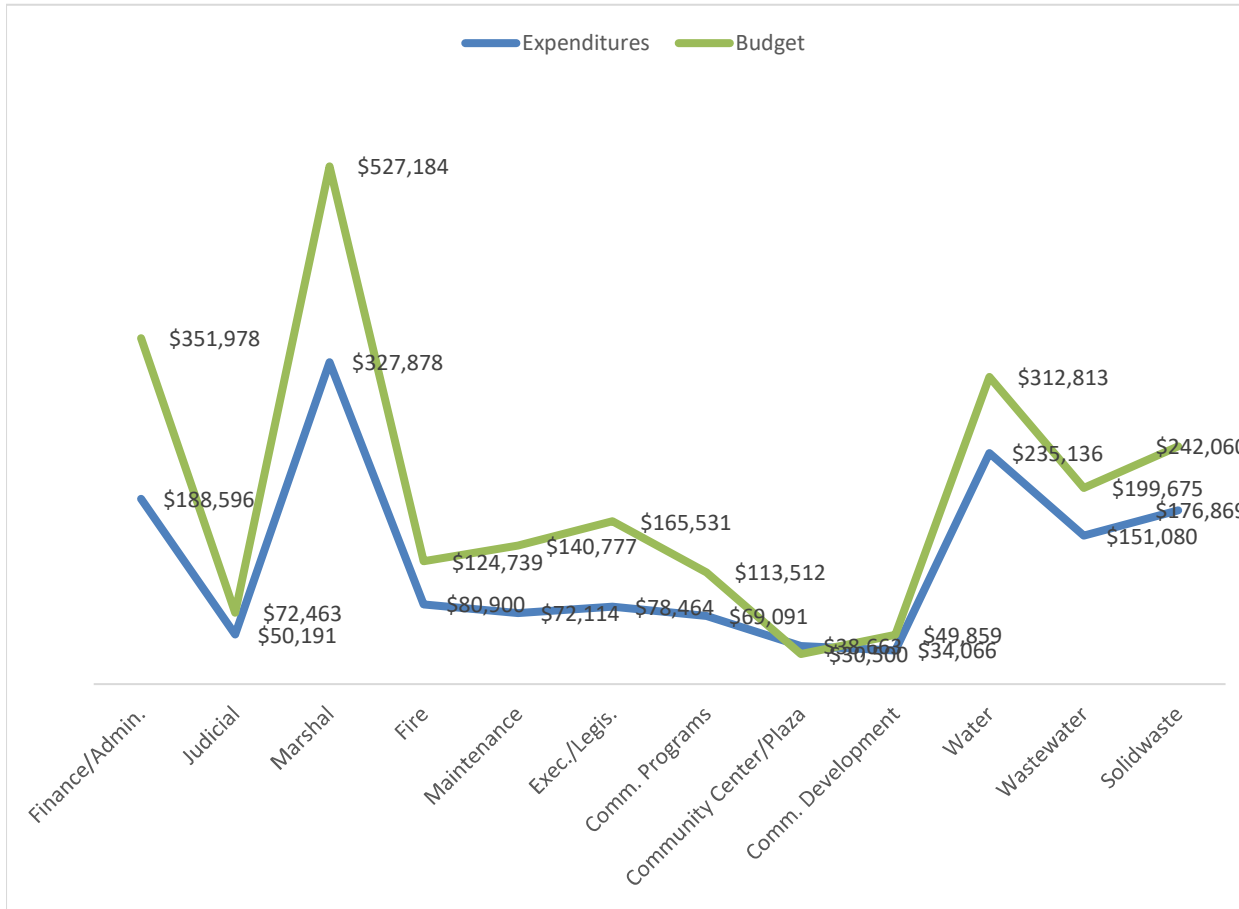
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EXPENDITURES

- Finance/Admin.
- Maintenance
- Comm. Development
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- Community Center/Plaza
- Solidwaste



EXPENDITURES VS BUDGET

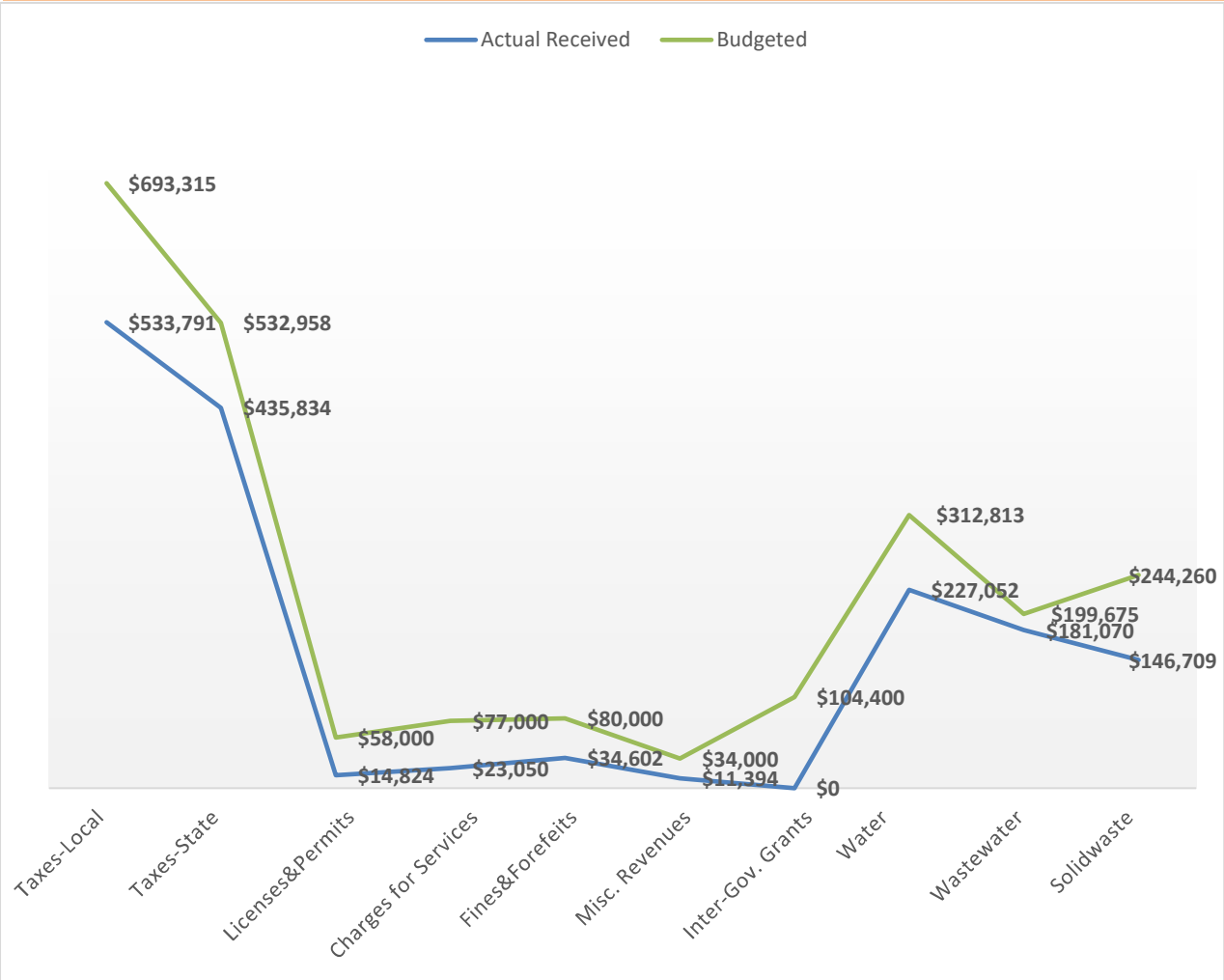


Please request the INCODE report for detail revenues and expenses by fund.

REVENUE

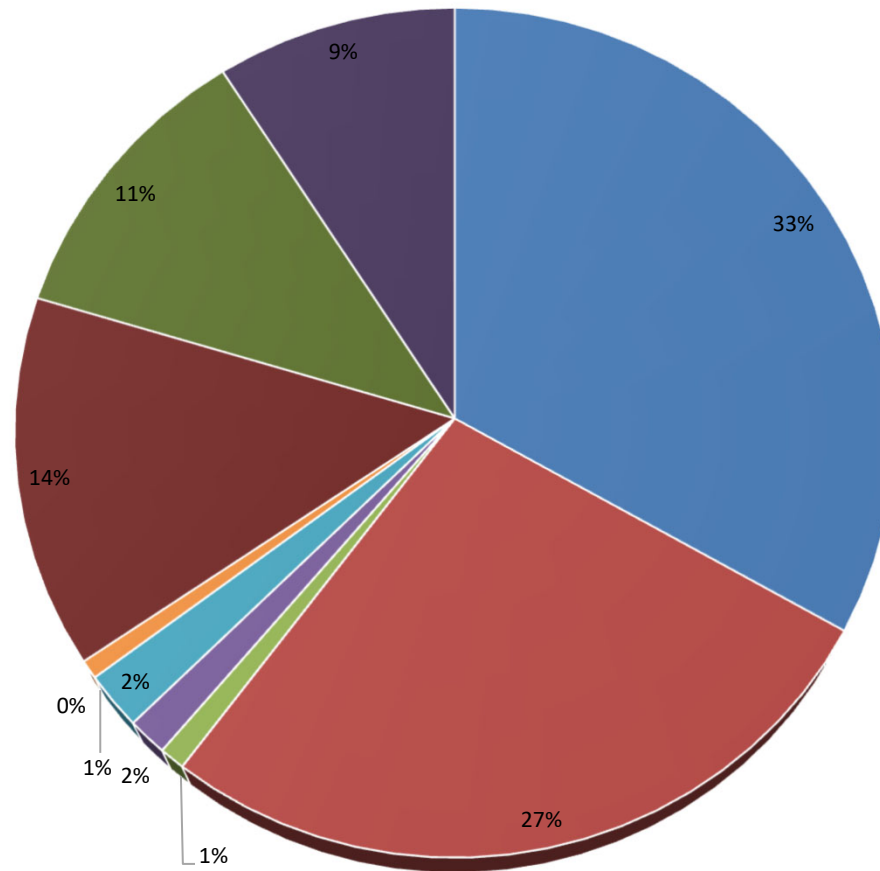
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REVENUE vs BUDGET



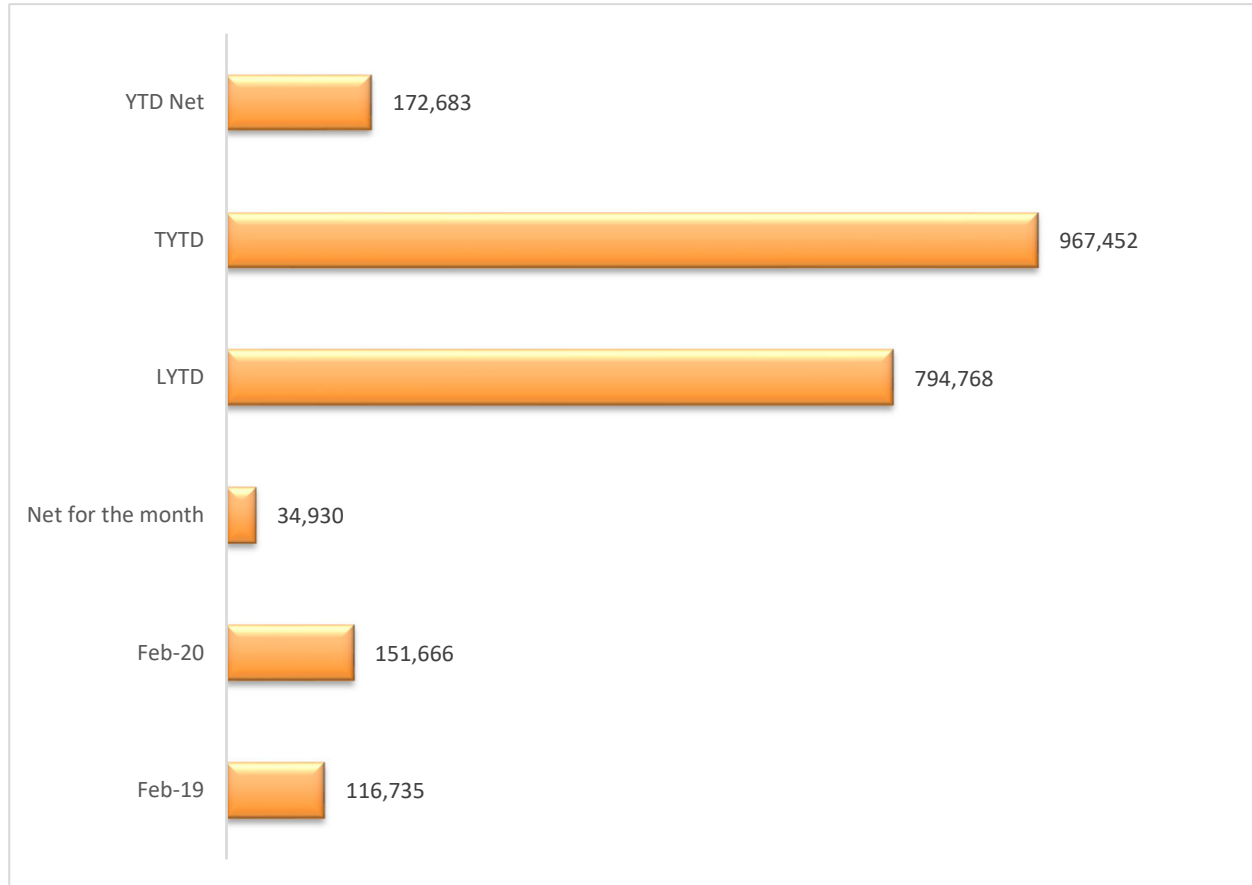
YTD REVENUES

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- Wastewater
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GRT COMPARISONS

| Feb-19 | Feb-20 | Net for the month | LYTD | TYTD | YTD Net |
|---------|---------|-------------------|---------|---------|---------|
| 116,735 | 151,666 | 34,930 | 794,768 | 967,452 | 172,683 |



Business GRT in December 2019

| | | | |
|---------------------|------------|---------------------------|------------|
| Percentage by month | 30% | Percentage over last FYTD | 22% |
|---------------------|------------|---------------------------|------------|

Mesilla Fire Department

Mesilla, NM

This report was generated on 3/3/2020 9:10:54 PM



Incident Statistics

Start Date: 02/01/2020 | End Date: 02/29/2020

| INCIDENT COUNT | | | |
|--|-------------------------------|-------------------------|-----------------------------|
| INCIDENT TYPE | | # INCIDENTS | |
| EMS | | 24 | |
| FIRE | | 22 | |
| TOTAL | | 46 | |
| TOTAL TRANSPORTS (N2 and N3) | | | |
| APPARATUS | # of APPARATUS TRANSPORTS | # of PATIENT TRANSPORTS | TOTAL # of PATIENT CONTACTS |
| 0 | 0 | 0 | 0 |
| Bat31 | 0 | 10 | 10 |
| Bat32 | 0 | 1 | 1 |
| BR31 | 0 | 3 | 3 |
| E31 | 0 | 7 | 7 |
| TOTAL | 0 | 21 | 21 |
| PRE-INCIDENT VALUE | | LOSSES | |
| \$0.00 | | \$0.00 | |
| CO CHECKS | | | |
| 424 - Carbon monoxide incident | | 1 | |
| TOTAL | | 1 | |
| MUTUAL AID | | | |
| Aid Type | | Total | |
| Aid Given | | 11 | |
| Aid Received | | 1 | |
| OVERLAPPING CALLS | | | |
| # OVERLAPPING | | % OVERLAPPING | |
| 2 | | 4.35 | |
| LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival) | | | |
| Station | EMS | FIRE | |
| Mesilla Fire Main Station 31 | 0:06:31 | 0:17:57 | |
| AVERAGE FOR ALL CALLS | | 0:09:25 | |
| LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute) | | | |
| Station | EMS | FIRE | |
| Mesilla Fire Main Station 31 | 0:01:25 | 0:02:22 | |
| AVERAGE FOR ALL CALLS | | 0:01:39 | |
| AGENCY | AVERAGE TIME ON SCENE (MM:SS) | | |
| Mesilla Fire Department | 34:15 | | |

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = # of PCR with disposition "Treated, Transported by EMS". # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate.

Mesilla Fire Department

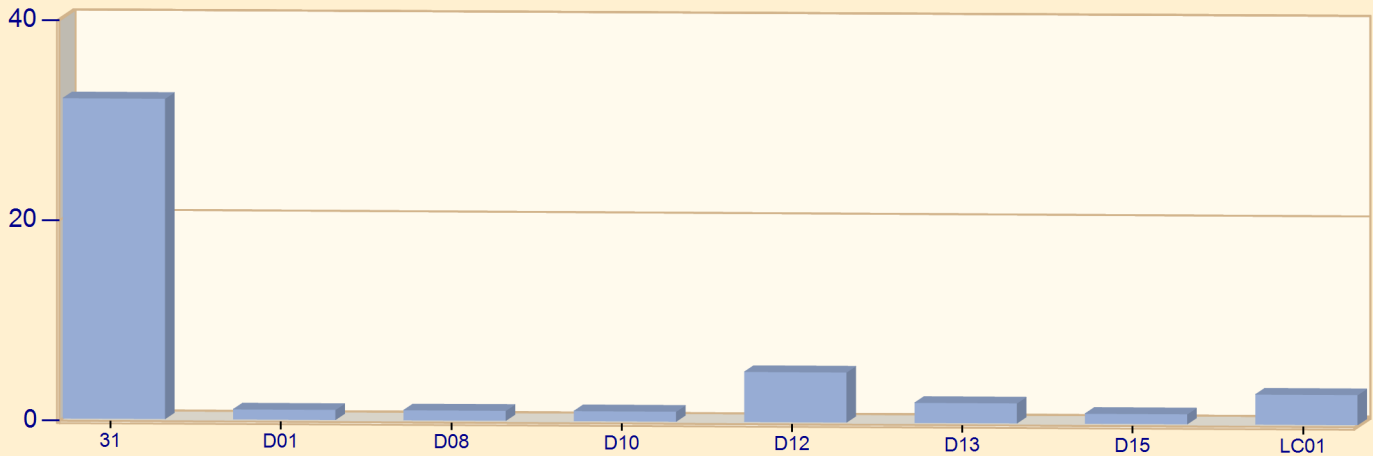
Mesilla, NM

This report was generated on 3/3/2020 9:11:37 PM



Incident Type Count per Zone for Date Range

Start Date: 02/01/2020 | End Date: 02/29/2020



| ZONES | INCIDENT TYPE | COUNT |
|-----------------------------|--|-------|
| 31 - Town of Mesilla | | |
| | 311 - Medical assist, assist EMS crew | 4 |
| | 321 - EMS call, excluding vehicle accident with injury | 14 |
| | 322 - Motor vehicle accident with injuries | 1 |
| | 381 - Rescue or EMS standby | 1 |
| | 424 - Carbon monoxide incident | 1 |
| | 480 - Attempted burning, illegal action, other | 1 |
| | 522 - Water or steam leak | 1 |
| | 552 - Police matter | 1 |
| | 561 - Unauthorized burning | 2 |
| | 611 - Dispatched & cancelled en route | 4 |
| | 740 - Unintentional transmission of alarm, other | 1 |
| | 745 - Alarm system activation, no fire - unintentional | 1 |
| | <i>Total Incidents for 31 - Town of Mesilla:</i> | 32 |
| D01 - Dona Ana | | |
| | 142 - Brush or brush-and-grass mixture fire | 1 |
| | <i>Total Incidents for D01 - Dona Ana:</i> | 1 |
| D08 - Radium Springs | | |
| | 554 - Assist invalid | 1 |
| | <i>Total Incidents for D08 - Radium Springs:</i> | 1 |
| D10 - Mesquite | | |

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.

| ZONES | INCIDENT TYPE | COUNT |
|----------------------------------|--|-----------|
| | 611 - Dispatched & cancelled en route | 1 |
| | <i>Total Incidents for D10 - Mesquite:</i> | 1 |
| D12 - Fairacres | | |
| | 132 - Road freight or transport vehicle fire | 1 |
| | 321 - EMS call, excluding vehicle accident with injury | 1 |
| | 322 - Motor vehicle accident with injuries | 2 |
| | 611 - Dispatched & cancelled en route | 1 |
| | <i>Total Incidents for D12 - Fairacres:</i> | 5 |
| D13 - South Valley | | |
| | 141 - Forest, woods or wildland fire | 1 |
| | 611 - Dispatched & cancelled en route | 1 |
| | <i>Total Incidents for D13 - South Valley:</i> | 2 |
| D15 - Las Alturas | | |
| | 551 - Assist police or other governmental agency | 1 |
| | <i>Total Incidents for D15 - Las Alturas:</i> | 1 |
| LC01 - City of Las Cruces | | |
| | 321 - EMS call, excluding vehicle accident with injury | 1 |
| | 551 - Assist police or other governmental agency | 1 |
| | 553 - Public service | 1 |
| | <i>Total Incidents for LC01 - City of Las Cruces:</i> | 3 |
| Total Count for all Zone: | | 46 |

Zone information is defined on the Basic Info 3 screen of an incident.
Only REVIEWED incidents included.

Mesilla Fire Department



Mesilla, NM

This report was generated on 3/3/2020 9:15:28 PM

Occupancies Inspected for Date Range

Start Date: 02/01/2020 | End Date: 02/29/2020

| OCCUPANCY | ID | ADDRESS | ZONE | LAST INSPECTION |
|---------------------------------|----|--------------------------|------|-----------------|
| 1st National Bank | 48 | 1553 Avenida De Mesilla | | 02/06/2020 |
| Dry Point Distillers and lounge | 13 | 1680 Calle de Alvarez #C | | 02/18/2020 |
| Edward Jones | 33 | 1740 Calle de Mercado #f | | 02/13/2020 |
| Emerald Isle | 66 | 1701 Mercado #2 | | 02/13/2020 |
| Las Cruces Bulletin | 38 | 1740 Calle de Mercado #A | | 02/06/2020 |
| Leavitt Group Southwest Inc | 40 | 1740 Mercado #E | | 02/06/2020 |
| Paisano Cafe | 17 | 1740 Calle De Mercado #C | | 02/13/2020 |
| Vigil & Associates | 47 | 1765 Calle de mercado | | 02/13/2020 |

of Occupancies Inspected: 8

% Occupancies Inspected: 3.74

Included occupancies are those that have a LOCKED inspection on record for the date range provided.

Mesilla Fire Department

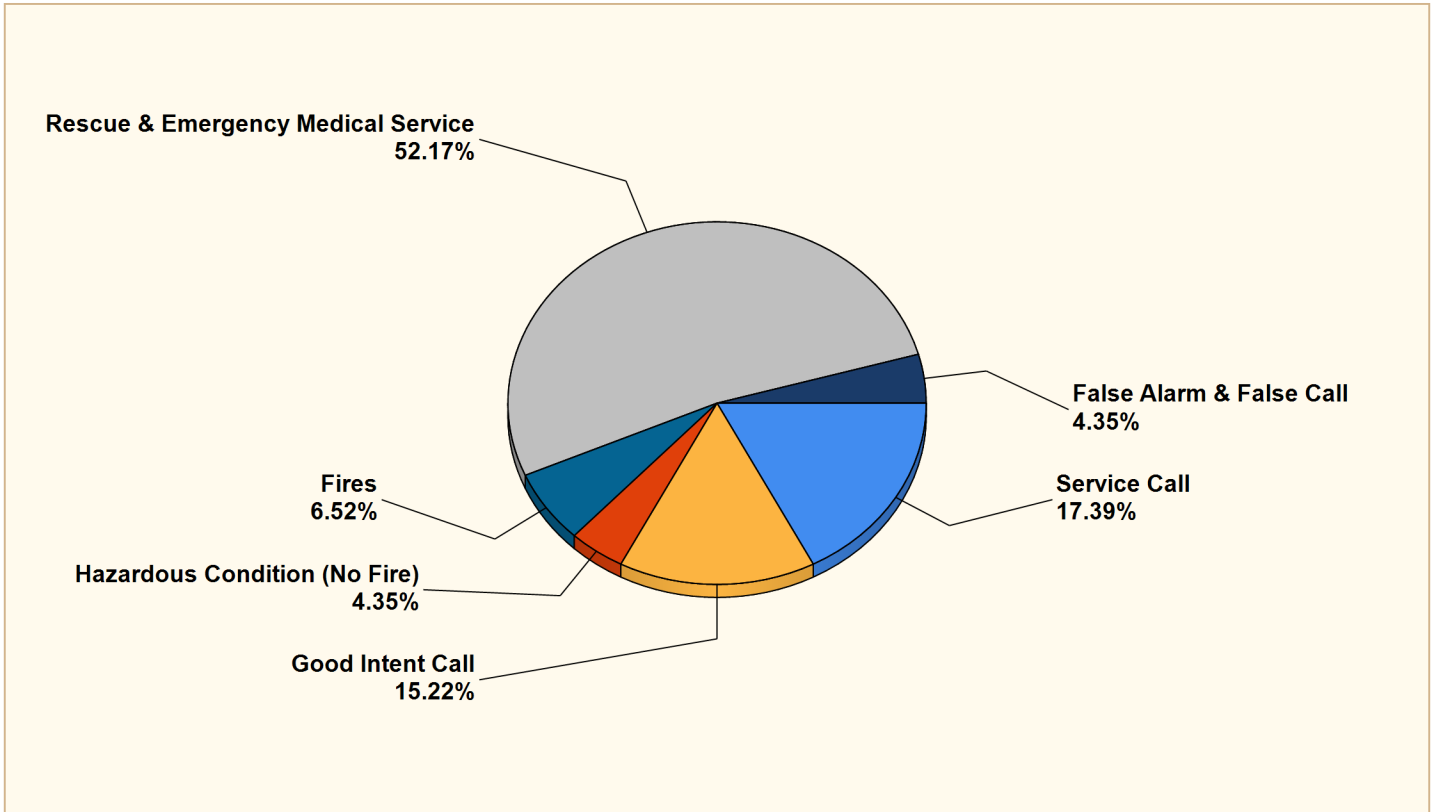
Mesilla, NM

This report was generated on 3/3/2020 9:16:40 PM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2020 | End Date: 02/29/2020



| MAJOR INCIDENT TYPE | # INCIDENTS | % of TOTAL |
|------------------------------------|-------------|----------------|
| Fires | 3 | 6.52% |
| Rescue & Emergency Medical Service | 24 | 52.17% |
| Hazardous Condition (No Fire) | 2 | 4.35% |
| Service Call | 8 | 17.39% |
| Good Intent Call | 7 | 15.22% |
| False Alarm & False Call | 2 | 4.35% |
| TOTAL | 46 | 100.00% |

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero. Does not include Imported data.

Detailed Breakdown by Incident Type

| INCIDENT TYPE | # INCIDENTS | % of TOTAL |
|--|-------------|----------------|
| 132 - Road freight or transport vehicle fire | 1 | 2.17% |
| 141 - Forest, woods or wildland fire | 1 | 2.17% |
| 142 - Brush or brush-and-grass mixture fire | 1 | 2.17% |
| 311 - Medical assist, assist EMS crew | 4 | 8.70% |
| 321 - EMS call, excluding vehicle accident with injury | 16 | 34.78% |
| 322 - Motor vehicle accident with injuries | 3 | 6.52% |
| 381 - Rescue or EMS standby | 1 | 2.17% |
| 424 - Carbon monoxide incident | 1 | 2.17% |
| 480 - Attempted burning, illegal action, other | 1 | 2.17% |
| 522 - Water or steam leak | 1 | 2.17% |
| 551 - Assist police or other governmental agency | 2 | 4.35% |
| 552 - Police matter | 1 | 2.17% |
| 553 - Public service | 1 | 2.17% |
| 554 - Assist invalid | 1 | 2.17% |
| 561 - Unauthorized burning | 2 | 4.35% |
| 611 - Dispatched & cancelled en route | 7 | 15.22% |
| 740 - Unintentional transmission of alarm, other | 1 | 2.17% |
| 745 - Alarm system activation, no fire - unintentional | 1 | 2.17% |
| TOTAL INCIDENTS: | 46 | 100.00% |

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero. Does not include Imported data.

Mesilla Fire Department

Mesilla, NM

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Response Activity Report

Start Date: 02/01/2020 | End Date: 02/29/2020

| INCIDENT # | DATE | ALARM TIME | ARRIVE TIME | RESPONSE TIME | ADDRESS |
|---|------------|--|-------------|---------------|--------------------------|
| 132 - Road freight or transport vehicle fire | | | | | |
| 2020-0000063 | 2020/02/19 | 14:03:19 | 14:19:00 | 00:15:41 | 126 Interstate 10 |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:15:41 | | | |
| 141 - Forest, woods or wildland fire | | | | | |
| 2020-0000080 | 2020/02/29 | 14:31:19 | 14:50:46 | 00:19:27 | 845 Watson LN |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:19:27 | | | |
| 142 - Brush or brush-and-grass mixture fire | | | | | |
| 2020-0000055 | 2020/02/09 | 11:06:06 | 12:02:46 | 00:56:40 | Southwind RD |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:56:40 | | | |
| 311 - Medical assist, assist EMS crew | | | | | |
| 2020-0000044 | 2020/02/05 | 11:30:52 | 11:39:06 | 00:08:14 | 1420 W Union AVE |
| 2020-0000045 | 2020/02/05 | 12:53:41 | 12:57:49 | 00:04:08 | 2060 Calle del Norte |
| 2020-0000069 | 2020/02/23 | 02:00:21 | 02:06:00 | 00:05:39 | 2544 Snow RD |
| 2020-0000072 | 2020/02/26 | 09:46:57 | 09:54:43 | 00:07:46 | 2880 Terisita ST |
| Subtotal Count: 4 | | Average Response Time for Incident Type: 00:06:26 | | | |
| 321 - EMS call, excluding vehicle accident with injury | | | | | |
| 2020-0000040 | 2020/02/04 | 09:22:06 | 09:25:34 | 00:03:28 | 1950 Calle del Norte |
| 2020-0000041 | 2020/02/04 | 10:09:18 | 10:15:54 | 00:06:36 | 2481 Calle de Cura |
| 2020-0000047 | 2020/02/06 | 11:33:48 | 11:41:46 | 00:07:58 | 110 Capri RD |
| 2020-0000053 | 2020/02/09 | 05:43:38 | 05:49:28 | 00:05:50 | 2691 Calle de Principal |
| 2020-0000056 | 2020/02/10 | 17:01:21 | 17:18:25 | 00:17:04 | 5430 La Pradera RD |
| 2020-0000057 | 2020/02/12 | 02:34:54 | 02:41:30 | 00:06:36 | 2950 W Union AVE |
| 2020-0000059 | 2020/02/14 | 15:14:46 | 15:19:41 | 00:04:55 | 2900 Avenida de Mesilla |
| 2020-0000061 | 2020/02/15 | 23:42:53 | 00:02:42 | 00:19:49 | 2171 Calle de Parian |
| 2020-0000062 | 2020/02/19 | 00:47:11 | 00:47:11 | 00:00:00 | 825 Avenida de Mesilla |
| 2020-0000064 | 2020/02/19 | 17:07:48 | 17:15:31 | 00:07:43 | 1420 W Universtiy AVE |
| 2020-0000070 | 2020/02/24 | 09:30:21 | 09:44:05 | 00:13:44 | 1300 W University AVE |
| 2020-0000071 | 2020/02/25 | 08:22:15 | 08:27:48 | 00:05:33 | 2300 Calle del Norte |
| 2020-0000075 | 2020/02/27 | 16:12:23 | 16:19:36 | 00:07:13 | 1300 W University AVE |
| 2020-0000076 | 2020/02/28 | 08:24:49 | 08:31:41 | 00:06:52 | 3140 Estrada DR |
| 2020-0000077 | 2020/02/28 | 16:39:57 | 16:41:16 | 00:01:19 | 2670 Calle de Parian |
| 2020-0000079 | 2020/02/29 | 04:04:25 | 04:10:37 | 00:06:12 | 2480 Calle de San Albino |
| Subtotal Count: 16 | | Average Response Time for Incident Type: 00:06:50 | | | |
| 322 - Motor vehicle accident with injuries | | | | | |
| 2020-0000038 | 2020/02/03 | 00:35:57 | 01:13:16 | 00:37:19 | 112 Interstate 10 |
| 2020-0000074 | 2020/02/27 | 12:24:27 | 12:37:05 | 00:12:38 | 1300 W University AVE |
| Subtotal Count: 2 | | Average Response Time for Incident Type: 00:20:51 | | | |

Calls by Incident Type. Does not include calls where there was no response.

| | | | | | |
|---|------------|--|----------|----------|-------------------------|
| 381 - Rescue or EMS standby | | | | | |
| 2020-0000052 | 2020/02/08 | 07:39:29 | 07:39:29 | 00:00:00 | 2170 Calle de Parian |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:00:00 | | | |
| 424 - Carbon monoxide incident | | | | | |
| 2020-0000073 | 2020/02/26 | 14:57:53 | 15:07:15 | 00:09:22 | 2140 Calle del Norte |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:09:22 | | | |
| 480 - Attempted burning, illegal action, other | | | | | |
| 2020-0000036 | 2020/02/01 | 17:56:47 | 17:57:34 | 00:00:47 | Calle de Guadalupe |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:00:47 | | | |
| 522 - Water or steam leak | | | | | |
| 2020-0000049 | 2020/02/06 | 17:50:08 | 17:50:47 | 00:00:39 | 2472 Calle de Parian |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:00:39 | | | |
| 551 - Assist police or other governmental agency | | | | | |
| 2020-0000037 | 2020/02/01 | 23:13:07 | 00:56:02 | 01:42:55 | 8925 Bougainvilla CT |
| 2020-0000042 | 2020/02/04 | 14:34:18 | 14:41:56 | 00:07:38 | 2450 S Telshor BLVD |
| Subtotal Count: 2 | | Average Response Time for Incident Type: 00:39:23 | | | |
| 552 - Police matter | | | | | |
| 2020-0000043 | 2020/02/05 | 01:09:31 | 01:24:00 | 00:14:29 | 2860 Calle Quinta |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:14:29 | | | |
| 553 - Public service | | | | | |
| 2020-0000046 | 2020/02/05 | 22:40:52 | 22:40:52 | 00:00:00 | 1550 S Valley DR |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:00:00 | | | |
| 554 - Assist invalid | | | | | |
| 2020-0000051 | 2020/02/07 | 09:35:55 | 10:18:10 | 00:42:15 | 14 Night Hawk LN |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:42:15 | | | |
| 561 - Unauthorized burning | | | | | |
| 2020-0000039 | 2020/02/03 | 14:50:46 | 14:53:53 | 00:03:07 | 1286 Paisano RD |
| 2020-0000048 | 2020/02/06 | 15:49:20 | 15:59:00 | 00:09:40 | 2850 Calle de Guadalupe |
| Subtotal Count: 2 | | Average Response Time for Incident Type: 00:07:29 | | | |
| 740 - Unintentional transmission of alarm, other | | | | | |
| 2020-0000066 | 2020/02/21 | 14:16:27 | 14:19:50 | 00:03:23 | 1300 W University AVE |
| Subtotal Count: 1 | | Average Response Time for Incident Type: 00:03:23 | | | |
| Grand Total: 37 | | Average Response Time for All Incident Types: | | | 00:10:21 |

Calls by Incident Type. Does not include calls where there was no response.

Mesilla Fire Department

Mesilla, NM

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Events per Event Type for Date Range (Landscape)

Start Date: 02/01/2020 | End Date: 02/29/2020

| EVENT TYPE | DATE | EVENT NAME | CATEGORY | LOCATION | HOURS | PARTICIPANTS |
|-------------------------------|------------|---------------|----------|--------------|-------|---|
| Daily Operations Shift | | | | | | |
| | 02/01/2020 | C Shift | Shifts | House 31 | 3 | Trevor Fietze |
| | 02/01/2020 | C Shift | Shifts | Firehouse 31 | 13 | Trevor Fietze, Joseph Torres |
| | 02/03/2020 | B-Shift | Shifts | Firehouse 31 | 16 | Trevor Fietze, Sonny Gomez, Justin Knoll, Sebastian Linares, Nicolas Navarro |
| | 02/04/2020 | C Shift | Shifts | Firehouse 31 | 4 | Trevor Fietze, Nicolas Navarro |
| | 02/04/2020 | C Shift | Shifts | Firehouse 31 | 14 | Lachlan Boyd, Trevor Fietze |
| | 02/05/2020 | A shift | Shifts | Firehouse 31 | 15 | John Chavez, Manuel Felix, Humberto Manriquez, Thomas Montoya, Nicolas Navarro, Laura Orrantia, Dylan Thunhorst |
| | 02/06/2020 | B-Shift (Day) | Shifts | Firehouse 31 | 10 | Trevor Fietze, Sonny Gomez, Mateo Martinez, Nicolas Navarro, Dylan Thunhorst |
| | 02/06/2020 | B-Shift | Shifts | Firehouse 31 | 14 | Alexsandra Gaytan, Justin Knoll, Sebastian Linares, Nicolas Navarro |
| | 02/07/2020 | C Shift | Shifts | Firehouse 31 | 10 | Trevor Fietze, Sebastian Linares, Joseph Torres, Austin Tucker |
| | 02/08/2020 | A shift | Shifts | Firehouse 31 | 14 | Manuel Felix, Trevor Fietze, Thomas Montoya, Nicolas Navarro, Laura Orrantia |

Only LOCKED events included.

| EVENT TYPE | DATE | EVENT NAME | CATEGORY | LOCATION | HOURS | PARTICIPANTS |
|------------|------------|-----------------|----------|-----------------------|-------|--|
| | 02/09/2020 | B-Shift | Shifts | Firehouse 31 | 21 | Trevor Fietze, Sebastian Linares, Nicolas Navarro, Laura Orrantia, Austin Tucker |
| | 02/10/2020 | C Shift | Shifts | Firehouse 31 | 14 | Lachlan Boyd, Trevor Fietze, Mateo Martinez, Anthony Martinez Jr. , Joseph Torres |
| | 02/11/2020 | A-Shift | Shifts | Firehouse 31 | 12 | Manuel Felix, Francisco Lopez, Thomas Montoya, Nicolas Navarro, Laura Orrantia |
| | 02/12/2020 | B-Shift | Shifts | Firehouse 31 | 16 | Justin Knoll, Sebastian Linares, Humberto Manriquez, Nicolas Navarro, Eric Palma, Lillian Villazon |
| | 02/13/2020 | C Shift | Shifts | Firehouse 31 | 12 | Lachlan Boyd, Trevor Fietze, Anthony Martinez Jr. , Laura Orrantia |
| | 02/14/2020 | A Shift | Shifts | Firehouse 31 | 9 | Trevor Fietze |
| | 02/15/2020 | B-Shift | Shifts | Firehouse 31 | 12 | Manuel Felix, Trevor Fietze, Nicolas Navarro, Joseph Torres |
| | 02/16/2020 | C-Shift (Day) | Shifts | Firehouse 31 | 12 | Manuel Felix, Trevor Fietze, Nicolas Navarro, Joseph Torres |
| | 02/16/2020 | C-Shift (Night) | Shifts | Firehouse 31 | 12 | Lachlan Boyd, Trevor Fietze, Joseph Torres |
| | 02/17/2020 | A Shift | Shifts | Mesilla Fire House 31 | 16 | John Chavez, Francisco Lopez, Thomas Montoya, Laura Orrantia, Dylan Thunhorst |
| | 02/18/2020 | B Shift | Shifts | Firehouse 31 | 12 | Trevor Fietze, Sonny Gomez, Sebastian Linares, Dylan Thunhorst, Lillian Villazon |
| | 02/18/2020 | B shift | Training | Firehouse 31 | 2 | Trevor Fietze, Sonny Gomez, Sebastian Linares, Dylan Thunhorst, Lillian Villazon |
| | 02/19/2020 | C Shift | Shifts | Firehouse 31 | 18 | Lachlan Boyd, Trevor Fietze, Sebastian Linares, Mateo Martinez |

Only LOCKED events included.

| EVENT TYPE | DATE | EVENT NAME | CATEGORY | LOCATION | HOURS | PARTICIPANTS |
|------------|------------|---------------|----------|--------------|-------|---|
| | 02/21/2020 | B Shift | Shifts | Firehouse 31 | 14 | Trevor Fietze, Joseph Torres |
| | 02/22/2020 | C Shift | Shifts | Firehouse 31 | 12 | Lachlan Boyd, Trevor Fietze, Joseph Torres |
| | 02/23/2020 | B-Shift | Shifts | Firehouse 31 | 13 | Manuel Felix, Thomas Montoya, Nicolas Navarro, Laura Orrantia, Dylan Thunhorst |
| | 02/24/2020 | B-Shift | Shifts | Firehouse 31 | 25 | Trevor Fietze, Sonny Gomez, Justin Knoll, Sebastian Linares, Nicolas Navarro, Austin Tucker |
| | 02/25/2020 | C-Shift | Shifts | Firehouse 31 | 24 | Trevor Fietze, Sonny Gomez, Joseph Torres |
| | 02/26/2020 | A shift | Shifts | Firehouse 31 | 14 | Manuel Felix, Francisco Lopez, Humberto Manriquez, Nicolas Navarro, Laura Orrantia, Dylan Thunhorst |
| | 02/27/2020 | B-Shift (Day) | Shifts | Firehouse 31 | 10 | Nicolas Navarro, Joseph Torres |
| | 02/27/2020 | B-Shift | Shifts | Firehouse 31 | 16 | Trevor Fietze, Sonny Gomez, Justin Knoll, Sebastian Linares, Nicolas Navarro, Joseph Torres |
| | 02/28/2020 | C-Shift | Shifts | Firehouse 31 | 24 | Trevor Fietze, Sonny Gomez, Sebastian Linares, Nicolas Navarro, Joseph Torres |

Total Hours for Daily Operations Shift: 433

| Prevention Division Shift | | | | | | |
|----------------------------------|------------|---------------------------|------------------|-----------------|-----|--------------------------------------|
| | 02/06/2020 | Prevention division event | Prevention Event | Town of Mesilla | 7 | Gregory Whited |
| | 02/08/2020 | Admin Shift | Administrative | Telework | 4.5 | Crystal Davis-Whited, Gregory Whited |

Only LOCKED events included.

| EVENT TYPE | DATE | EVENT NAME | CATEGORY | LOCATION | HOURS | PARTICIPANTS |
|------------|------------|---|------------------|---|-------|---|
| | 02/10/2020 | NM Chapter IAAI Conference Planning | Administrative | Multiple City of Las Cruces and Town of Mesilla | 8 | Gregory Whited |
| | 02/13/2020 | Inspections | Prevention Event | town of Mesilla | 5 | Trevor Fietze, Gregory Whited |
| | 02/15/2020 | Prplanning | Prevention Event | Telework | 5.5 | Crystal Davis-Whited, Gregory Whited |
| | 02/21/2020 | Building Burn houses for NM Chapter IAAI Conference | Prevention Event | | 9 | Andy Embury, George Klebansky, Gregory Whited |
| | 02/21/2020 | NM Chapter IAAI Conference Preparation | Prevention Event | | 3.5 | Crystal Davis-Whited, Andy Embury, Gregory Whited |
| | 02/22/2020 | NM Chapter IAAI Conference preparation | Prevention Event | | 13 | Crystal Davis-Whited, Andy Embury |
| | 02/23/2020 | NM Chapter IAAI Conference Preparation | Prevention Event | | 7 | Crystal Davis-Whited, Andy Embury, Gregory Whited |
| | 02/26/2020 | NM Chapter IAAI Training Conference | Prevention Event | Dona Ana Training Facility | 12 | Crystal Davis-Whited, Andy Embury, Gregory Whited |
| | 02/27/2020 | NM Chapter IAAI Training Conference | Prevention Event | Dona Ana Training facility and Double Eagle | 14.5 | Crystal Davis-Whited, Andy Embury, Gregory Whited |
| | 02/28/2020 | NM Chapter IAAI Training Conference | Prevention Event | Dona Ana Training facility | 9 | Crystal Davis-Whited, Andy Embury, Gregory Whited |

Total Hours for Prevention Division Shift: 98

Only LOCKED events included.

| EVENT TYPE | DATE | EVENT NAME | CATEGORY | LOCATION | HOURS | PARTICIPANTS |
|--|------------|-------------------------------------|------------------|----------------------------|-----------|--|
| Special Assignment | | | | | | |
| | 02/08/2020 | 5k standby | EMS Stand By | Mesilla area | 3 | Crystal Davis-Whited, Andy Embury, George Klebansky, Jojo Lucero, Amy O'Brien, Tabitha Rossman, Xavier Sanchez, Jennifer Tankesly, Joseph Torres, Gregory Whited |
| Total Hours for Special Assignment: | | | | | 3 | |
| Prevention Event | | | | | | |
| | 02/24/2020 | NM Chapter IAAI Annual Conference | Prevention Event | Dona Ana Training facility | 11 | Crystal Davis-Whited, Andy Embury, Gregory Whited |
| | 02/25/2020 | NM Chapter IAAI Training Conference | Prevention Event | Dona Ana Training facility | 14 | Crystal Davis-Whited, Andy Embury, Gregory Whited |
| Total Hours for Prevention Event: | | | | | 25 | |
| Administration Shift | | | | | | |
| | 02/29/2020 | Admin Shift | Administrative | Telework | 4 | Crystal Davis-Whited |
| Total Hours for Administration Shift: | | | | | 4 | |

Only LOCKED events included.

Mesilla Fire Department

Mesilla, NM

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Total Hours by Volunteers for Feb 2020

Pay Grades: All Pay Grades | Start Date: 02/01/2020 | End Date: 02/29/2020

| PERSONNEL | INCIDENT TIME | TRAINING TIME | EVENT TIME | TOTAL TIME |
|---------------------------|---------------|---------------|--------------|-------------------|
| Boyd, Lachlan James | 3:41 | 0:00 | 62:00 | 65:41 |
| Caro, Ariel M | 0:10 | 3:00 | 0:00 | 3:10 |
| Chavez, John Eric | 0:48 | 0:00 | 22:00 | 22:48 |
| Davis-Whited, Crystal | 4:50 | 49:00 | 101:00 | 154:50 |
| Embury, Andy G. | 8:43 | 44:00 | 96:00 | 148:43 |
| Evans, Harry A | 0:00 | 5:00 | 0:00 | 5:00 |
| Felix, Manuel R | 4:47 | 0:00 | 70:00 | 74:47 |
| Frietze, Trevor R | 11:55 | 8:00 | 271:00 | 290:55 |
| Gaytan, Aleksandra Melina | 0:00 | 0:00 | 14:00 | 14:00 |
| Gomez, Sonny | 2:00 | 2:00 | 67:00 | 71:00 |
| Guzman, Phillip | 0:00 | 3:00 | 0:00 | 3:00 |
| Klebansky, George A | 11:31 | 3:00 | 12:00 | 26:31 |
| Knoll, Justin S | 0:30 | 0:00 | 78:00 | 78:30 |
| Linares, Sebastian | 5:54 | 2:00 | 149:00 | 156:54 |
| Lopez, Francisco A | 0:48 | 0:00 | 34:00 | 34:48 |
| Lucero, Jojo | 4:20 | 3:00 | 3:00 | 10:20 |
| Manriquez, Humberto | 0:00 | 0:00 | 40:00 | 40:00 |
| Martinez Jr., Anthony R | 0:00 | 3:00 | 21:00 | 24:00 |
| Martinez, Mateo | 1:21 | 0:00 | 31:00 | 32:21 |
| McBurney, Samuel | 2:44 | 0:00 | 0:00 | 2:44 |
| Montoya, Thomas M | 2:08 | 0:00 | 56:00 | 58:08 |
| Navarro, Nicolas A | 6:08 | 3:00 | 202:00 | 211:08 |
| O'Brien, Amy M | 4:52 | 0:00 | 3:00 | 7:52 |
| Orrantia, Laura T | 0:56 | 0:00 | 75:00 | 75:56 |
| Palma, Eric G | 0:00 | 0:00 | 6:00 | 6:00 |
| Rossman, Tabitha A | 4:31 | 0:00 | 3:00 | 7:31 |
| Sanchez, Xavier | 0:10 | 3:00 | 3:00 | 6:10 |
| Soto, Andrew | 0:10 | 3:00 | 0:00 | 3:10 |
| Tankesly, Jennifer | 4:31 | 0:00 | 3:00 | 7:31 |
| Thunhorst, Dylan P | 3:31 | 2:00 | 72:00 | 77:31 |
| Thunhorst, Ines C | 0:33 | 3:00 | 0:00 | 3:33 |
| Torres, Joseph J | 9:27 | 0:00 | 140:00 | 149:27 |
| Tucker, Austin J | 0:21 | 0:00 | 40:00 | 40:21 |
| Villazon, Lillian M | 0:19 | 2:00 | 21:00 | 23:19 |
| Whited, Gregory E | 6:16 | 44:00 | 118:30 | 168:46 |
| | | | TOTAL | 2106:28:00 |

Mesilla Fire Department

Mesilla, NM

This report was generated on 3/3/2020 9:09:08 PM



Count of Classes by Personnel by Class Category

Passed/Failed: Both Passed and Failed | Personnel: All Personnel | Start Date: 02/01/2020 | End Date: 02/29/2020

Caro, Ariel M

| Class Category | Class Count | Total Class Hours |
|--------------------------------|-------------|-------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Caro, Ariel M | 1 | 3:00 |

Davis-Whited, Crystal

| Class Category | Class Count | Total Class Hours |
|--|-------------|-------------------|
| I.S.O. Company Training | 1 | 3:00 |
| I.S.O. Fire Investigations | 13 | 46:00 |
| Total for Davis-Whited, Crystal | 14 | 49:00 |

Embury, Andy G.

| Class Category | Class Count | Total Class Hours |
|---|-------------|-------------------|
| I.S.O. Company Training | 1 | 3:00 |
| I.S.O. Fire Investigations | 9 | 36:00 |
| I.S.O. Fire Prevention | 1 | 3:00 |
| ZZ DO NOT USE Thursday Night Fire Drill | 1 | 2:00 |
| Total for Embury, Andy G. | 12 | 44:00 |

Evans, Harry A

| Class Category | Class Count | Total Class Hours |
|---|-------------|-------------------|
| I.S.O. Company Training | 1 | 3:00 |
| ZZ DO NOT USE Thursday Night Fire Drill | 1 | 2:00 |
| Total for Evans, Harry A | 2 | 5:00 |

Frietze, Trevor R

| Class Category | Class Count | Total Class Hours |
|------------------------------------|-------------|-------------------|
| I.S.O. Company Training | 2 | 5:00 |
| I.S.O. Fire Prevention | 1 | 3:00 |
| Total for Frietze, Trevor R | 3 | 8:00 |

Gomez, Sonny

| Class Category | Class Count | Total Class Hours |
|-------------------------------|-------------|-------------------|
| I.S.O. Company Training | 1 | 2:00 |
| Total for Gomez, Sonny | 1 | 2:00 |

Guzman, Phillip

| Class Category | Class Count | Total Class Hours |
|----------------------------------|-------------|-------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Guzman, Phillip | 1 | 3:00 |

Hoban, Kevin M

| Class Category | Class Count | Total Class Hours |
|-------------------------|-------------|-------------------|
| I.S.O. Company Training | 1 | 3:00 |

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes. If "All Personnel" is selected, this report also includes non-agency Personnel. Only non-Archived Classes that have been Reviewed are included. This report pulls training hours from the Training Code Hours field on the Info Page.

| | | |
|---------------------------------|----------|-------------|
| Total for Hoban, Kevin M | 1 | 3:00 |
|---------------------------------|----------|-------------|

Klebansky, George A

| Class Category | Class Count | Total Class Hours |
|--------------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Klebansky, George A | 1 | 3:00 |

Linares, Sebastian

| Class Category | Class Count | Total Class Hours |
|-------------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 2:00 |
| Total for Linares, Sebastian | 1 | 2:00 |

Lucero, Jojo

| Class Category | Class Count | Total Class Hours |
|-------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Lucero, Jojo | 1 | 3:00 |

Martinez Jr. , Anthony R

| Class Category | Class Count | Total Class Hours |
|---|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Martinez Jr. , Anthony R | 1 | 3:00 |

Navarro, Nicolas A

| Class Category | Class Count | Total Class Hours |
|-------------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Navarro, Nicolas A | 1 | 3:00 |

Sanchez, Xavier

| Class Category | Class Count | Total Class Hours |
|----------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Sanchez, Xavier | 1 | 3:00 |

Soto, Andrew

| Class Category | Class Count | Total Class Hours |
|-------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Soto, Andrew | 1 | 3:00 |

Thunhorst, Dylan P

| Class Category | Class Count | Total Class Hours |
|-------------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 2:00 |
| Total for Thunhorst, Dylan P | 1 | 2:00 |

Thunhorst, Ines C

| Class Category | Class Count | Total Class Hours |
|------------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 3:00 |
| Total for Thunhorst, Ines C | 1 | 3:00 |

Villazon, Lillian M

| Class Category | Class Count | Total Class Hours |
|--------------------------------------|--------------------|--------------------------|
| I.S.O. Company Training | 1 | 2:00 |
| Total for Villazon, Lillian M | 1 | 2:00 |

Whited, Gregory E

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes. If "All Personnel" is selected, this report also includes non-agency Personnel. Only non-Archived Classes that have been Reviewed are included. This report pulls training hours from the Training Code Hours field on the Info Page.

| Class Category | Class Count | Total Class Hours |
|------------------------------------|-------------|-------------------|
| I.S.O. Company Training | 1 | 3:00 |
| I.S.O. Fire Investigations | 10 | 38:00 |
| I.S.O. Fire Prevention | 1 | 3:00 |
| Total for Whited, Gregory E | 12 | 44:00 |

This report lists a count of Classes completed by each Person, for each Class Category. Optionally filtered by Personnel and Passage or Failure. Time shown in Hours and Minutes. If "All Personnel" is selected, this report also includes non-agency Personnel. Only non-Archived Classes that have been Reviewed are included. This report pulls training hours from the Training Code Hours field on the Info Page.



MESILLA MARSHAL DEPARTMENT

P.O. BOX 10 MESILLA, NM 88046 PHONE 575-526-4138 FAX 575-652-3776

To: Honorable Mayor and Mesilla Board of Trustees

This is the Monthly Report for February 2020 for the Mesilla Marshal's Department:

| | | | |
|--------------------|----|--------------------------|----|
| 911 hang ups | 5 | Custody dispute | 1 |
| Agency assist | 20 | Death | 1 |
| Alarm burglary | 12 | Disturbance disorderly | 2 |
| Medical | 1 | Domestic | 9 |
| Panic | 1 | Fight | 3 |
| Animal Attack/bite | 1 | Escort/transport | 4 |
| ACO | 2 | Foot patrol | 1 |
| Dead | 3 | Follow up/supplement | 14 |
| Loud | 2 | Found property/recovered | 1 |
| Sick/injured | 1 | Frequent patrol | 31 |
| Stray | 1 | Harassment | 2 |
| Vicious | 1 | Illegally parked vehicle | 2 |
| Assault | 5 | Incorrigible child | 4 |
| Auto burglary | 2 | Indecent exposure | 1 |
| Auto theft | 2 | Information report | 5 |
| Burglary | 1 | Lost property | 1 |
| CPR | 1 | Motor vehicle crash | |
| | | Hit and run | 3 |

| | | | |
|---------------------|---|------------------------------|-----|
| Motor vehicle crash | | Person | 5 |
| Injury crash | 3 | | |
| Non injury | 5 | Vehicle | 5 |
| Overdose | 1 | Theft | 2 |
| Phone call | 6 | Traffic complaint | 1 |
| Prisoner transport | 2 | Traffic control | 32 |
| Public assist | 1 | Traffic stops | 73 |
| Recovered property | 1 | Trespassing | 2 |
| Reckless driver | 4 | Vandalism/graffiti | 1 |
| Shoplifting | 1 | Warrant service | 2 |
| Suicidal subject | 1 | <u>Welfare check</u> | 9 |
| Supplemental report | 8 | Total # of calls for service | 317 |
| Suspicious activity | 6 | | |

ANIMAL CONTROL

| | | | |
|--------------------|---|--------------|---|
| Animal Attack/bite | 1 | Sick/injured | 1 |
| ACO | 2 | Stray | 1 |
| Dead | 3 | Vicious | 1 |
| Loud | 2 | | |

Thank you,

Enrique Salas
Lieutenant



TOWN OF MESILLA

Public Works Department

P.O. Box 10, Mesilla, New Mexico 88046

Office: (575) 524-3262

Fax: (575) 541-6327

MEMORANDUM

Date: March 2, 2020

TO: Mayor Barraza, Board of Trustees and Cynthia Stoechner-Hernandez

FROM: Rodney J. McGillivray, Public Works Director 

RE: **Public Works Division Activity Report – February 2020**

On-going maintenance, custodial and operations:

- Monitoring of water tank, wells and pumps
- Meter reading continues
- Utility location services
- Monitoring of lift stations and review of reporting
- New water services and water shut-offs (ownership change/nonpayment)
- On-call/standby for emergency repairs or assistance
- Monthly water sampling and reporting is up-to-date
- Street sweeping on-going
- Vehicle maintenance on-going
- Custodial responsibilities on-going
- Valve exercise program continues
- Event set-up and tear down on-going
- Staff training (multiple)
- Grounds maintenance on-going

Miscellaneous items/work orders/accomplishments:

- Lift station emergency pump replacement
- Sanitary sewer camera work for stoppages
- Water break repairs at Calle de Colon
- Pothole repairs
- Plaza electrical panel and outlet replacement
- Storm system drain maintenance
- Streetlight repairs

Baseball field maintenance
Trash receptacle refurbishment
Pruning median trees along Avenida de Mesilla
Sprinkler repairs and start up for parks and common areas
Electrical maintenance at Public Safety Building
Fire hydrant repairs and replacement
Town Hall lighting replacements

Project update:

LGRF (2019) – 95% design review is underway

LGRF (2020) - Application for the 2020 LGRF is complete

Parian Capital Outlay – 95% design review is underway

La Llorona Extension multi-use path – SMA selected for construction administration pending approval by BOT

McDowell wastewater system Phase II – Executed construction contract with Ducross Construction LLC. Anticipated notice to proceed and pre-construction meeting to be held last week of March. Notification to residents underway

Calle del Norte Trail Phase II – Review of project timeline and preparation of RFP is underway.

Solid Waste RFP – Mesilla Valley Disposal selected pending approval by BOT

Plaza Lighting Capital Outlay - Review of project scope and timeline is underway.