

City of Rio Communities Council Regular Business Meeting City Council Chambers - 360 Rio Communities Blvd Rio Communities, NM 87002 Tuesday, October 11, 2022 6:00 PM Agenda

Please silence all electronic devices.

Mayor - Joshua Ramsell
Mayor Pro Tem - Margaret R. Gutjahr
Council - Arthur Apodaca, Lawrence R. Gordon, Jimmie Winters

Call to Order Pledge of Allegiance Roll Call

Approval of Agenda

Approval of Minutes

1. Minutes for the City Council Workshop (9/12/2022), the City Council Workshop & Regular Business Meeting (09/26/2022, 09/30/2022)

Public Hearing - For the purpose of the request for a special permanent use permit for a cannabis retail only operation located at the Proposed Location: 300 Rio Communities Blvd, Rio Communities, New Mexico 87002. Legal Description: UPC: 1-009-027-440-440-000000, Legal Summary Subd: LAND OF RANCHERS STATE BANK Tract: 1 0.66 ACRE 1999 REV

- Motion and roll call vote to recess Regular Business Meeting session and to go into Public Hearing
- Consideration of a special permanent use permit for a cannabis retail only operation
- Motion and roll call vote to go back into Regular Business Meeting session
 - Discussion, Consideration, and Decision To approve or disapprove the request for a special permanent use permit for a cannabis retail only operation located at 300 Rio Communities Blvd, Rio Communities, New Mexico 87002.

Presentations:

3. PNM - Robert Leming

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 4:45 PM on Thursday, October 11, 2022. These comments will be distributed to all Councilors for review. If you wish to speak during the public comment session, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

The Council will not take action or engage in discussion regarding the comments made or received, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Derogatory Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their own statements, not the Council. Statements are limited to a maximum of 3 minutes duration. Please give your name and where you live for the record.

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

Manager Report

4. Municipal Court Department

Action Items

- 5. Discussion, Consideration, and Decision Approval of Accounts Payable
- 6. Discussion, Consideration, and Decision Safety Street Light Plan
- 7. Discussion, Consideration, and Decision Approval of Contract for Legal Services
- 8. Discussion, Consideration, and Decision Approval of Design Task Order from HDR regarding Contract #D19427
- 9. Discussion, Consideration, and Decision Public Safety Taskforce Findings

Council Discussion

Executive Session - For the purpose of the discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8)

- Motion and roll call vote to go into close session
- Motion and roll call vote to go back into the regular business meeting session
- Welcome everyone back and statement by the Mayor: The Governing Body of the City of Rio
 Communities, New Mexico, hereby states that on October 11, 2022 a Closed Executive Session was held
 and the matters discussed were for the discussion of the purchase, addition or disposal of real property
 or water rights by the public body pursuant to NMSA 10-15-1(H)(8)

Action Items - Consideration & Decision - Mayor recommendation regarding the purchase, addition or disposal of real property or water rights by the public body

Adjourn

Council may be attending the Rio Communities Fire Department Open House held in 106 Rio Communities Blvd, Rio Communities NM on October 11, 2022 10:00 am a possible quorum may be in attendance.

Please join us from the comfort and safety of your own home by entering the following link: @ https://www.facebook.com/riocommunities



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, September 12, 2022 3:00 PM
Minutes

Please silence all electronic devices.

Call to Order

o Mayor Joshua Ramsell called the workshop to order at 3:01 pm.

Attendees

- PRESENT: Mayor Joshua Ramsell, Mayor Pro-tem Margaret R. Gutjahr, Councilor Arthur Apodaca, Councilor Lawrence Gordon, Councilor Jimmie Winters.
 - Present: Manager Dr. Martin Moore, Municipal Clerk Elizabeth Adair, Deputy Clerk Trainee,
 Lalena Aragon, Finance Officer Stephanie Finch, Accounting Specialties/CPO Angela Valadez,
 Finance Renee Adams & Economic Development Consultant Ralph Mims.

Presentation: AREA (Albuquerque Reginal Economic Alliance)

- ❖ AREAs President and CEO Danielle Casey gave a little of her background and began her presentation on AREA, Albuquerque Regional Economic Alliance, Who is AREA, the mission, reorganization, why they changed their name, as well as why they changed their mission statement.
- Ms. Casey explained the AREA's core service, which included research and labor analytics, site selection, marketing, cold lead generation, existing business growth support and market intelligence, workforce strategies and talents and enhance competitiveness, among other things as well and continued with the presentation.
- Ms. Casey continued to explain what they are up against including intense competition, inadequate supplies, and sub-optimal infrastructures.
- ❖ Manager Dr. Moore asked infrastructure is subpar, do you know how the metro area is ranked as far as infrastructure investment.
- Ms. Casey said this would be a great number and would have to get that information and continued the presentation.
- ❖ Ms. Casey started to explain the laying a new foundation section by explaining creating and adopting AREA 1.0, renaming, bylaws, public/private partners, 501c3, capital campaign and continued with the discussion on explaining a national identity as a leading location for business.
- ❖ Ms. Casey said they have a good year so far and explained they have had 6 inquiries in the last week but 51 in total, 6 project announcements, 1,845 jobs with \$2.56 billion in capital investment also \$1.63 billion of new and annually recurring economic activity and continued the presentation.
- ❖ Ms. Casey explained that they are asking all government and public sector partners to come and invest at the same per capita level, which is the agreement for services rate of \$0.36 per capital annually.
- Ralph Mims asked what are some of the main challenges.

- Ms. Casey said if you don't have infrastructure or ready to go sites or even clear site development and timelines then it doesn't matter. She continued to say if they can not show they could develop or will develop or are building the labor force it doesn't matter.
- Ralph Mims asked how do they rank with the other 4 counties.
- Ms. Casey said it all depends on the numbers and levels of sites.
- Councilor Apodaca said he personally thinks AREA has a lot to offer the city for a minimal investment, it is great to be affiliated with the company.

Accounts payable report

- Finance Clerk Adams gave the accounts payable report for items over \$500.00; 2 accounts for GSD in the amount of \$10,557.80; Amazon Business in the amount of \$840.51; Tyler Technologies in the amount of \$567.98; Robles, Rael, & Anaya in the amount of \$3,860.14; PNM in the amount of \$875.06; Bank of America in the amount of \$1,261.44; Valencia County Animal Control in the amount of \$2,383.30; Village of Los Lunas in the amount of \$7,741.50; Ahern Rentals Inc. in the amount of 574.10; Tabet Lumber in the amount of \$2,135.70; Craig Tires in the amount of \$6,782.21; 2 accounts for Dova Inc in the amount of \$1,250; PNM in the amount of \$1,112.42; Bank of America in the amount of \$658.45; TLC in the amount of \$1,205.92; Bank of America in the amount of \$1,985.62; Larry Cearley in the amount of \$3,822.64.
- Councilor Winter said looks like the catch and release animal control is really working.

Resolution 2022 - XX Travel Policy

- Finance Officer Finch said that we need to update our Travel Policy due to the state per diem
 rates have gone up and said that we will be bringing this up yearly during budget time. She
 continued to break down how much it has changed and started with the \$30 a day budget for
 food that has went up to \$59 as well as overnight cost changes.
- Finance Officer Finch explained it has gone up substantially due to years it not changing at all and said the attorneys have looked it over and are happy with the outcome.
- Councilor Apodaca asked if this was State driven.
- Finance Officer Finch said yes it is, and we have to follow the State and when the auditors come they would like to see policies in place for certain things.

Resolution 2022 - BAR #1

- Finance Officer Finch explained the budget adjustments due to the rescending of the property
 tax resolution which would bring down the revenue and bring down the expenses to match and
 started to explain each decrease starting with \$273,567 for property tax, a decrease for the
 Police Chief salary which is only for January-June, a decrease in Code Enforcement positions,
 and then stated they are cutting the library position.
- Finance Officer Finch continued to explain they are reducing the transfer out funds by \$159,665 as well as reducing the transfer in funds as well as expenses.
- Councilor Gordon asked if there was a way to get a part time librarian instead of cutting out completely.
- Manager Dr. Moore stated with working with the clerk's office, the library will be increasing hours from 10 to 15 a week to be eligible for state funding and the Assistant Clerk will be utilizing a portion of her time to help take care of the library.

Continuation of Services - Valencia County - Animal Control

- Manager Dr. Moore explained that Valencia Animal control is the only game in town and one of the challenges is that once the animals go, they disappear and with that happening we are not seeing much revenue. He continued to explain the animals are either just left for adoption or left to be put down but hasn't been in increase in cost.
- Councilor Apodaca said this is just something that is necessary to continue with as we do not have a lot of other choices as a city.
- Mayor Ramsell asked if they bill quarterly or monthly.
- Finance Officer Finch said monthly and sometimes they run a little behind.
- Councilor Winters said not long ago this was the number one complaint we had from citizens and haven't heard this being the case in quite some time now.

Renewal of Membership to MRCOG

- Manager Dr. Moore said this one is on him and with talking to the Finance Officer, this renewal
 of membership with cost and fees for Council of Governments this includes these various
 committees.
- Manager Dr. Moore said one question that is asked from the Council of Governments is what do they do. He continued to say they have provided a number of different maps to move forward on the economic development issues that we've been having meetings with.
- Mr. Mims said they have also provided great economic development data as well.
- Councilor Gordon asked what is the difference between them and AREA.
- Manager Dr. Moore explained COG is a quasi governmental agency and have several in different parts of the state and continued to explain everything they do that is different then AREA. He then explained AREA is about bringing big economic based businesses to the state.

Adding Chief Tabet to VRECC board - replacing Mayor Pro Tem Gutjahr

- Mayor Ramsell explained the board to VRECC is the 911 call center and there is representatives
 from the county who sit on the board who are mainly for the law enforcement community and
 now also looking to have representatives from the fire department as well. He continued to say
 this is not replacing our Mayor Pro tem which has to be an elected official on the city council.
 He finished by saying they are just looking into adding Chief Tabet to the VRECC board
 representing the City of Rio Communities.
- Manager Dr. Moore explained that as a point of information comes from the county fire chief asking for additional voice as there is a strong law enforcement voice on the board but not quite as strong on the fire side. He continues to say he also occupies the other seat on the board.

Resolution 2022 - XX Dangerous property (407 Horner)

- Fire Chief Tabet explained the property is the little purple building at the corner of Horner and 47 has been a place where 911 calls have been placed from migrants, overdoses and other things as well. He continues to explain they deem it as a dangerous property because it has a high potential for fire as well as a high potential for death.
- Councilor Apodaca asked if the city does the demolition.

- Fire Chief Tabet said yes, they would attempt to locate the owners, which have been to no avail as of now, and the city will take on the demolition by a third-party company and bill the owners or put a lien on the property.
- Mr. Mims said this property is zoned for C-1 and is a potential for economic development as well as potential for retail. He continues to say we do know where the owners are.

Authorizing payment of Wildland Fire Deployment

- Fire Chief Tabet said as they know they sent out Andrew Good to Washington and Greg Gallegos to Cape Cod for two weeks. Mr. Good was gone for 18 days and paid for his rooms upfront with a P card and will be getting back 100% of the money as well as getting paid hourly there which we will have a reimbursement and is asking if the city would pay them for the job they have done and the representation of the city. Mr. Gallegos was instrumental working and helping them in every way they asked. He said both have been asked back, but we have said no but would send other when and if we could.
- Councilor Apodaca asked if this will be reimbursement by the State.
- Fire Chief Tabet said yes, it will be.

Building of Parks

- Manager Dr. Moore started a discussion by saying we have had discussions with architects, on
 cost as well as efforts it will take in order to get a park larger or small in the city. He continued
 to say the answers are related to what kind of infrastructure, what kind of water is available, is
 there any kind of sewer for a restroom, as well as how good is the access into and out of the
 park.
- Councilor Winters said what he has noticed was the price has doubled/tripled and his
 suggestion is not to spend our money on developing a small park because you would tie up
 everything, we have available and wouldn't have anything really to show for it. He continued to
 explain that they are better off picking bigger park that has some infrastructure and try to do a
 trail and continue to develop as the funds come in.
- Manager Dr. Moore explained a \$50k park 5 years ago is now \$200k for that same park and continued with the discussion.
- Councilor Winters explained they had talked about putting in gravel instead of adding anything else and he had said gravel is almost the same amount as putting in concrete after grading and compacting you have to do as well as the erosion problem is significantly.
- Councilor Apodaca asked is the major expense across the board or real estate or playground equipment.
- Manager Dr. Moore said it is cross the board and have been increases in price that were starting before he became city manager in 2021 and continued the discussion.
- Councilor Apodaca asked if we have a site that we can do minimal development to start to let the residents know we have started working on a park with intention of adding to it.
- Manager Dr. Moore said yes there are.
- Councilor Gutjahr said we were supposed to meet with someone and has been trying to reach out but would like the Mayor and City Manager to express dates to arrange the meeting.
- Manager Dr. Moore and Mayor Ramsell both said yes and continued the discussion.
- Councilor Apodaca ask if we are going to take the same approach we are with our Police Department as in start small and add as we go.

- Councilor Gordon asked how long is the grant agreement we received last year last.
- Manager Dr. Moore explained in June 2024 but highly recommended that there be some type of an expenditure and continued with the discussion.

Schedule of Council Retreat & topics – Discussion

- Manager Dr. Moore said we have some issues that we felt are important to discuss generally
 with all of the city council members. He explained that all four members of council have
 expressed to him that they need to have a form where all members know what is going on with
 each committee for everyone to be on the same communication page.
- Manager Dr. Moore continued explaining there will be two things coming up, the public safety
 taskforce and the Economic Development taskforce as well and will be coming to council with
 more information soon. He continued to give examples of the taskforces and what they should
 be looking forward to. He finished by saying himself and the finance office will be making a
 COVID free budget for next year and what important infrastructures are they going to be
 focusing on and continued the discussion.
- Councilor Apodaca asked are they looking at consecutive days or split days.
- Manager Dr. Moore said both formats are fine with him.
- Councilor Gordon asked what times would they be having the meetings?
- Councilor Gutjahr said she does think it will be more then one day and she is fine with both as well but does believe this is important and needs to be discussed and continued the discussion.
- Clerk Adair said the city hall calendar has from the 17th to the 20th of October is free.
- Manger Dr. Moore said planning and zoning do have a meeting on the 20th and if council did
 want to discuss things with them, they can combine meetings to discuss matters as well.

Public Comment

- Manager Dr. Moore read an email from Dick Irvin "I wish to speak on 3 matters, code enforcement seems to be lacking. Two purpose police department with first a chief and one officer and possibly another 2 to 3 months later, how can you give 24/7 protection? How can you respond to multiple calls of crime being committed at or within minutes of each other? Number 3, you, the fire chief, Mr. Tabet to Mayor Pro tem doesn't he have to resign as fire chief? And if not, how can he be impartial in matters concerned the fire department come before the council?
- Manager Dr. Moore said he did send a response email and made sure council was in the email as well.

Manager Report

- Manager Dr. Moore stated that code enforcement has issued 60 door knocks, and out of the 60, 20 are in compliance, 40 are receiving 10-day letters and then said they are working systematically through the city and still encourage help from residents. He continued to state they have officially done there first initial drive through the city end to end and now are doing their follow-ups with, as a city, about 6 condemned as unsafe properties, two properties have been taken care of and the third was voluntary. He finished by explaining they are in the process of getting a title search for a property and it isn't cheap but trying to get as much information as possible before moving forward.
- Councilor Gordon asked with the title search would that cost be on the property owner as well.

- Manager Dr. Moore said any search that we have, to his understanding, can be passed to the property owner.
- Manager Dr. Moore explained that the Police Chief announcement and description is ready to go and will be posted this week.
- · Councilor Gordon asked if this is a New Mexico search or nationwide.
- Manager Dr. Moore said they are not limiting it to just New Mexico but understanding of the local laws and regulations are highly important.
- Councilor Apodaca asked if they are going to require the chief and officers be a resident of the city.
- · Manager Dr. Moore said he would not recommend that but highly recommend it, because the ability to recruit will be difficult and continued the discussion.
- Councilor Gutjahr asked if she missed the update on RFP-Legal Services.
- Manager Dr. Moore said no she didn't and started talking about it.

a) Update on RFP - Legal Services

- Manager Dr. Moore explained himself, Finance Officer Finch and Former member Robert
 Chavez will be on the committee and can not have any members of council on the committee
 due to decision making and will be having an evaluation review and there will be a few
 opinions that will be discussed. He continued to say there are two sealed responses to the
 RFP.
- Finance Officer Finch said they are not public record until they have been rewarded.
- Manager Dr. Moore said the committee will be getting together tomorrow and the committee can only have a recommendation as the council will be able to deliberate and have a decision.

b) City wide cleanup

c) Pothole update

Council General Discussion & Future Agenda Items

- Councilor Apodaca said in relations to the triangle piece of land, the caretaker agreed to paint the wall and fix the flagpole in order for a flag to be hung as well as fix the light to light up the pole.
- Councilor Gordon had nothing to report.
- Councilor Winters had nothing to report.
- Councilor Gutjahr asked about the agenda for the executive session, where they supposed to have a position under 'limited personal matters'.
- Manager Dr. Moore said they do not have any personal matters to discuss tonight.
- Mayor Ramsell mentioned that the 10th is recognized as Indigenous Peoples Day, so city hall will be closed where this would be the first meeting of the month of October.
- Clerk Adair said she did have that for the next meeting but to keep it in mind for next meeting to make a decision on the day they would like to reschedule.

Adjourn

The workshop was adjourned at 4:41 pm.

Respectfully submitted,	
Elizabeth (Lisa) Adair, Municipal Clerk (Transcribed by Cheyenne Sullivan, Assistant Clerk)	
Date:	
	Approved:
	Joshua Ramsell, Mayor
Margaret R. Gutjahr, Mayor Pro-tem/Councilor	Arthur Apodaca, Councilor
Lawrence R. Gordon, Councilor	Jimmie Winters, Councilor



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, September 26, 2022 3:00 PM
Minutes

Please silence all electronic devices.

Call to Order

o Mayor Joshua Ramsell called the regular workshop to order at 3:02 pm.

Attendees

 PRESENT: Mayor Joshua Ramsell, Councilor Arthur Apodaca, Councilor Lawrence Gordo Councilor Jimmie Winters

ABSENT: Mayor Pro-tem Margaret R. Gutjahr

 Dr. Moore, Municipal Clerk Elizabeth Adair, Deputy Clerk Lalena Aragon, Finance Office Stephanie Finch, Accounting Specialist/CPO Angela Valadez, Finance Clerk Renee Adams

Accounts payable report

• Finance Officer Finch went over all accounts payable over \$500; Tyler Technologies in the amount of \$808.50; Tyler Technologies in thee amount of \$613.28; Mid-Regional in the amount of \$2,797; 2 accounts for Ahern Rentals Inc in the amount of \$4,413.03; Wells Fargo in the amount of \$2,497.73; SJT Group in the amount of \$10,775; H&E in the amount of \$2,471.99; Sharp Electronics in the amount of \$518.31; Amazon Business in the amount of \$848.50; Griffin & Associates in the amount of \$585; Palmetto LLC in the amount of \$3,011.37; Everythingtogo.com in the amount of \$1,495; LN Curtis in the amount of \$924; TLC in the amount of \$2,970.87.

Approval of Purchase of Police Cruisers

- Manager Dr. Moore said we have received word last week from the New Mexico Finance
 Authority that the board approved our finance application for the two new interceptor vehicles
 which the estimated cost will be \$131k and this is turnkey. He continued to explain
 approximately \$27k will be taken out of the law enforcement protection funds yearly.
- Councilor Apodaca asked are the police vehicles have the docking for the laptops as well as the laptops.
- Manager Dr. Moore explained that it will include the docking station, but the laptops will be a separate purchase.
- Finance Officer Finch explained there will be docking stations for the Panasonic tough books and will also come with printers to print tickets.
- Finance Officer Finch further explained since NMFA approved the loan, that will be sending over paperwork to close it out which we will have to pass another resolution and then there will be another resolution for reimbursement. She finished by stating if we pay upfront, pass the resolution then they will reimburse the city.
- Councilor Gordon asked if the \$45k was per officer.
- Finance Officer Finch said each department gets \$45k and believes its about \$1k to \$1,500 each officer.

Resolution 2022- XX Participation in Capital Outlay Program - Plan, design of Goodman Ave

• Manager Dr. Moore explained with our discussion with the DOT the plan is to use this program for planning and design on the stretch of Goodman Avenue. He continued to state they are parallel tracking this with the other PPF grant which will also be going for approval through

- DOT. He finished by saying with talking to the engineers there maybe be funds leftover but waiting for the cost proposal to see.
- Councilor Apodaca asked for the timeline on this project.
- Manager Dr. Moore explained the timeline from the state is as soon as they get it back to us after it is signed.
- Councilor Apodaca asked how long will the design work take before construction.
- Manager Dr. Moore said with different types of designs it is difficult to predict exactly how long
 it will take.

Resolution 2022-XX - NMDOT (New Mexico Department of Transpiration) Grant Agreement - Goodman Pavement Reconstruction

- Manager Dr. Moore explained this grant is the construction side of the project. He continued by saying the cost of this grant agreement is \$2,231,962.13, the city's portions, which is 5%, will be \$111,598.11 and the funds through the transportation project fund is \$2,120,364.02. He explained with this will include redoing the whole road as they will be taking out all of the old asphalt and replacing it. He finished by explaining to council this is the city's largest project and they are sitting on about \$6.2 million in grants and hope it will have more of a visual impact on residents.
- Councilor Winters said probably why this is holding up is due to this being two treatments as well as about a year in between projects.
- Mayor Ramsell said the grants that have been mentioned are in stages, so they aren't just sitting around.

Fiber Service to City Hall - Approval (Manager/Council)

- Manager Dr. Moore explained that Comcast Enterprise Services is the server provider and has been a challenge with the finance as well as the clerk's department. He explained talking with Comcast, he had brought up the issues one being the franchise agreement and the other issue is the fiber optics. He continued to explain how we need fiber for city hall as well as the police station and claim our outages will be fewer than what we have been experiencing.
- Finance Officer Finch explained with the police department coming in and people using the library Wi-Fi the internet needs to be updated.
- Manager Dr. Moore explained the response standard when there is an outage by stating they can respond in multiple ways and have the objective of 15 minutes on average turnaround.
- Councilor Winters asked with the equipment they added to the package, how close are they to maxing out their capabilities.
- Manager Dr. Moore explained they can go higher then 1G, but he felt 1G would be sufficient for us at this time and continued to explain how they can add more gigabytes in the future in necessary.

Membership to AREA (Albuquerque Regional Economic Alliance)

Manager Dr. Moore thanked Councilor Apodaca for taking the time to participate with AREA
and then explained based on our capita the cost would be \$1,692.72. He continued to say it
has been advantageous but are connected with them directly. He said he will be attending a
part of the conference they are having mainly that has to do with site selection and the states
new setup for economic future as well as different types of other economic development.

Purchase of Public Works Vehicle

Manager Dr. Moore said the vehicle the public works is currently driving is a police spec SUV
vehicle which was paid for with general fund moneys and not paid out of the Bill Brown

Memorial Fund and are looking at this vehicle to be used for the third police vehicle. He then said with the way clean-up has been going we think this would be helpful. He continued by saying in talks with Finance Officer Finch and talking with Chamers Ford there would be two types of vehicles that could become available in December.

- Finance Officer Finch explained one from Chamers Ford is the gas engine, which is a one-ton long bed 4x4 truck and is being ordered, shipped and set to deliver around December and then the diesel, they do don't have a set date, but they said soon, has a spray on bed liner and has a tow package to be able to haul around the bobcat.
- Manager Dr. Moore said the fund we are requesting are the remainder of the Bill Brown funds
 that were set aside for public works which would be \$41,502.38 and the remainder of the \$14k
 be from capital projects. He then said the public works vehicle will have to be up to par but will
 be saving a substantial amount of money.
- Finance Officer said if we go with the gas vehicle that we would asked not to exceed \$55,000 so they can outfit the vehicle with a gooseneck hitch for the dump trailer as well as the lights on the top and the markings stating it is public works.
- Councilor Winters said his preference I smore towards the gas truck because what we have learned in the previous truck that was stolen was diesel as well as cheaper.
- Councilor Gordon asked with switching the vehicle over from public works to police department how much would the total cost be.
- Manager Dr. Moore said the package he had reviewed the total cost came out to about \$29k.
- Councilor Apodaca asked if the money that is coming from the general fund will get paid all at once for the purchase of the vehicle.
- Finance Officer Finch explained the process of the purchase order and how the money will be taken out of the funds.
- Finance Officer Finch stating the remainder of the Bill Brown funds will be the initial \$41,502.
- Councilor Apodaca said he was wondering if the rest of the \$14k will be paid at one time or paid in payments.
- Manager Dr. Moore said there will be no financing involved and this is strictly a cash purchase.

Reschedule the October 10, 2022 Workshop and City Council regular business meeting

 Mayor Ramsell said October 10, 2022 is a state holiday and city hall will be closed but looking at October 11th for the regular business meeting and workshop.

Schedule of Council Retreat & topics

- Mayor Ramsell said looking at this time October 17 & 18 for the retreat & topic.
- Manager Dr. Moore said they are looking at October 17th as far as the responses and some people have asked for the 18th but is requesting the 17th & 18th.
- Clerk Adair said they can have everything ready to look at by the next agenda to get the approval.

Public Comment:

- Craig Orsman said he owns hydro cut in the industrial park, he proceeded to say there is fiber in from another company and then asked can the city buy used vehicles as well as you can get up to \$30k on a nice 2-year-old vehicle because \$42k is a lot.
- Manager Dr. Moore explained that there has been both used and new vehicles popping up and further explained depending on the dealer you go to.

 Finance Office Finch explained for procurement reasons you cannot get a used vehicle on the State price agreement it has to be brand new. She continued to say due to the state procurement code there are hoops you have to go through so best bet is brand new.

Manager Report

a) Police Department update

• Manager Dr. Moore stated we will be talking to companies who do insulation, which needs to be done for that side of the building and will be getting prices and does sit under the city complex grants so it will be taken care of money wise. He continued to say they did receive 2 out of the 3 quotes on the actual remodel of the police station area and are hopeful it will be under \$30k excluding tax but will be building an additional bathroom, which is out of our budget as of now.

b) Receipt of Promotional items

c) Events in the City

Council General Discussion & Future Agenda Items

- Councilor Apodaca said we have looked at the possibility of purchasing used state vehicles and have decided against it due to high mileage and for the best interest of the city is to purchase new vehicles.
- · Councilor Winters nothing to report.
- · Councilor Gordon nothing to report.
- · Mayor Ramsell nothing to report.

Adjourn

Councilor

O The City Council Workshop adjourned at 4:03 pm

Respectfully submitted,

Date:

Elizabeth F. Adair, Municipal Clerk
(Transcribed by, Cheyenne Sullivan, Assistant Clerk)

Approved:

Joshua Ramsell,
Mayor

Margaret R. Gutjahr,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Lawrence R. Gordon,

Jimmie Winters,

Councilor



City of Rio Communities Council Regular Business Meeting City Council Chambers - 360 Rio Communities Blvd Rio Communities, NM 87002 Friday, September 30, 2022 10:00 AM Minutes

Please silence all electronic devices.

Call to Order

o Mayor Joshua Ramsell called the regular business meeting to order at 10:00 am.

Pledge of Allegiance

o Councilor Lawrence Gordon led the Pledge of Allegiance.

Roll Call

 PRESENT: Mayor Joshua Ramsell, Councilor Arthur Apodaca, Councilor Lawrence Gordon, Councilor Jimmie Winters.

ABSENT: Mayor Pro-tem Margaret R. Gutjahr.

Present: Manager Dr. Martin Moore, Municipal Clerk Elizabeth Adair, Fire Chief Andrew
 Tabet, Assistant Fire Chief Greg Gallegos, Valencia County News-Bulletin Editor Clara Garcia,
 Economic Development Consultant Ralph Mims.

Approval of Agenda

Motion made by Councilor Winters to approve the agenda as written. Seconded by Councilor Gordon. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote the agenda for the regular business meeting was approved as presented.

Approval of Minutes for the City Council Workshop & Regular Business Meeting (08/22/22) & the Regular Business Meeting (09/12/22)

Motion made by Councilor Gordon to approve the minutes workshop and regular business meeting from August 22, 2022 and the regular business meeting from September 12, 2022. Seconded by Councilor Apodaca. Voting Yea: Councilor Winters, Councilor Gordon, Councilor, Apodaca. With a 3-0 vote.

Proclamation(s)

Fire Prevention Week

- Mayor Ramsell read the Fire Prevention Week Proclamation for the Week of October 9th to 15th.
- Fire Chief Tabet said they will be having an open house on October 11th to give out free smoke detectors.

Manager Report

 Manager Dr. Moore explained that we have made some precautions and security, asking Council members to come through the front, public will still come from the back side door and that Law enforcement will be present in the future for City Council meetings.

a) Police Department update

Manager Dr. Moore said we have gotten quotes for the remodel of the police department.
 Purchase order with gross receipt tax is 26,000 for the remodel part. He further said we are on schedule and scheduling our pre-construction conference on Monday to go over the timelines.

b) Receipt of Promotional items

 Manager Dr. Moore said the fire department is receiving approximately 7,000 worth of tablets from Sharp. My understanding is that it is part of a promotion they have, and they will provide some tablets so the fire department could have them in the trucks. He then said we will be sending them a thank you letter. He further thanked the Sheriff department for being here.

c) Events in the City

- Mr. Mims said there is another ribbon cutting tomorrow at 11 o clock for Good Fellas Barbera shop.
- Fire Chief Tabet said the next event for the fire department is a Halloween open house at the station to create a safe place for the children to come and are planning on decorate the department and serving hot chocolate.
- Councilor Gordon asked regarding the Police Department if there was going to be some kind sound proofing in your plans.
- Manager Dr. Moore explained yes there will be sound proofing in the back side of the building that is next to the fire department admin for HIPPA reasons. He further explained they are hardening up the evidence room to make is extra secure.
- Counselor Gordon asked if there will be a drop box.
- Manager Dr. Moore replied he was not sure on that.
- Mayor Ramsell continued to explain the way they are going to soundproof the police department.

Public Comment

No public comments.

Approval of Accounts Payable

 Motion made by Councilor Winters to approve accounts payable as presented. Seconded by Councilor Gordon. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council approved accounts payable for payment.

Resolution 2022- XX Participation in Capital Outlay Program - Plan, design of Goodman Ave

- Manager Dr. Moore said this particular resolution is required by the State Department of Transportation; for the capital grant this is for a project that was passed by legislator for 200,000 this is to design the project portion of Goodman Ave from Damon to Horner Street. He further explained that we have another project that's 2.2 million from a different grant and we will not mix the two together. He continued to explain the design of the project.
- Motion made by Councilor Apodaca to approve Resolution 2022-29 Participation in Capital Outlay Program - Plan, design of Goodman Ave. Seconded by Councilor Winters. Voting Yea: Councilor Gordon, Councilor Winters, Councilor Apodaca. With a 3-0 vote Resolution 2022-29 Participation in Capital Outlay Program – Plan, design of Goodman Ave was passed, approved, adopted, and signed.

Approval of Purchase of Police Cruisers

- Manager Dr. Moore explained we have gone to the New Mexico Finance Authority, to finance
 two police cruisers for the cost of 131,719.00. He further explained that the New Mexico
 Finance Authority did approve the standard approval and we are waiting for the terms and
 conditions and in the meantime, we do need to purchase these vehicles. Manager Dr. Moore
 further explained the loan process.
- Finance Officer Finch explained that the laptops would not be included just the docking station and the City would have to purchase the laptops.
- Motion made by Councilor Gordon to approve the Purchase of Police Cruisers utilizing General Funds and to be re embused by the State. Seconded by Councilor Apodaca. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council approved the purchase of Police Cruisers.

Resolution 2022-XX - NMDOT (New Mexico Department of Transportation) Grant Agreement - Goodman Pavement Reconstruction

- Manager Dr. Moore explained the the grant is for \$2,231,962.13 for the purpose of Goodman
 Ave. reconstruction with the addition of a multi-use path and safety lighting. He further said
 that this grant will be tracked and that is why we brought another person into the finance office
 so we would have the capacity to track a grant of this size and recommended approval of this,
 this is an opportunity that would provide for walkers, bikers and vehicles and increase safety.
- Councilor Apodaca asked how the city would handle if the contractor came with a change order, and does the city offer any kind of bonus if they finish the project early.
- Manager Dr. Moore said normally they do not give bonuses if project done early, we do
 recommend having a cost deduction built in that would have to be reviewed. He further
 explained some would come to council but hoping that the bulk will be covered by the contract
 and presented to council for approval with engineers to help walk council through the cost.
- Councilor Gordon asked with the 2 grants when would the projects start.
- Manger Dr. Moore said we have until 2024 but would like to start next year and continued to explain the construction window and the check list of the project.
- Motion made by Councilor Apodaca made the motion to approve Resolution 2022-30 NMDOT (New Mexico Department of Transportation) Grant Agreement - Goodman Pavement Reconstruction. Seconded by Councilor Winters. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Resolution 2022-30 NMDOT (New Mexico Department of Transportation was passed, approved, adopted, and signed.

Fiber Service to City Hall - Approval

- Manager Dr. Moore said the City of Rio Communities currently operates through comcast on a cable and explained the amount of upload and download and further explained we have expanded on the number of computers and quest that access the internet. Because of this we are using more internet that is slowing the internet down. He also said the police department is going to need high speed internet as well. Comcast is recommending is a Ethernet Virtual private line into the city that will cost the City approximately \$1,300.00 a month. That would include 1 gigabit for upload and download. We were told Comcast will be covering the \$14,000.00 in discussion for installation of the fiber. They gave us a guarantee of 99% or 99.5%
- Councilor Apodaca asked if the business incubator is connected to this service.
- Manager Dr. Moore said I do not believe so.
- Councilor Winters asked what the existing cost per month is.
- Finance Officer Finch said we are paying approximate \$432.00 a month.
- Fire Chief Tabet said the Fire Department has fiber and it" s helped us immensely.
- Manager Dr. Moore said on page 9 of the contract on the bottom it lays out the terms for seeking credit for interruption of service.
- Motion made by Councilor Apodaca to approve fiber service to City Hall. Seconded by Councilor Gordon. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council approved moving forward with installing fiber service to City Hall.

Membership to AREA (Albuquerque Regional Economic Alliance)

- Manager Dr. Moore explained the cost of membership to AREA is 1692.72
- Councilor Apodaca said this is money well spent based on that AREA offers so much to the development of the city.

- Counselor Winters said this is less money than we are paying now so this is a saving to us and offers a lot of benefits that we can use.
- Motion made by Councilor Winters to move forward with AREA. Seconded by Councilor Apodaca. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council approved the membership with AREA – Albuquerque Regional Economic Alliance.

Purchase of Public Works Vehicle

- Manager Dr. Moore explained this has been discussed with public works and the finance department, we are looking at for the city taking the SUV vehicle to utilize for the compliance. We did look at the spec and it is not equipped to be used as a police vehicle, but we can use it for compliance as of right now we are using our fire truck and that can get us in trouble with the state fire marshal office. He further explained the type of vehicle is a gasoline one-ton long bed truck that will be able to pull a backhoe. Approximant delivery date of December
- Finance Officer Finch explained said she does not have the quote for the outfitting and said the request should not exceed \$55,000 for the gasoline engine and the outfitting and was requesting to have the light on top installed and the city logo on the door and a goose neck hitch as well.
- Manager Dr. Moore said we are anticipating picking up a goose neck flat bed to haul equipment around. It is not cheap we are looking about 12,000 on the general side after we use the Bill Brown funds.
- Motion made by Councilor Apodaca to approve the purchase of a public works vehicle not to exceed 50,000 not including gross receipt tax. Seconded by Councilor Winters. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council approved the purchase of a public works vehicle.

Move the October 10th Workshop and City Council regular business meeting

- Mayor Ramsell explained the State of NM recognizes Monday October 10th a Holiday and city hall is closed and that the Workshop and City Council regular business meeting be moved to Tuesday October 11th.
- Motion made by Councilor Gordon to approve the move of the October 10th Workshop and City Council regular business meeting to October 11th. Seconded by Councilor Winters. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council approved moving the workshop and regular business meeting to October 11th.

Schedule of Council Retreat & topics

 Mayor Ramsell said the Council Retreat and topic will be held on October 17 and October 18 for overflow.

Council Discussion

- Councilor Apodaca asked what the time for the retreat was.
- Council decided on 10 am 4 pm.

Executive Session - For the purpose of the discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8)

- Motion and roll call vote to go into closed session
 - Motion made by Councilor Apodaca with a roll call vote to go into closed session regarding the purpose of the discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8). Seconded by Councilor Gordon.

Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council went into closed session at 11:02 am.

- Motion and roll call vote to go back into the regular business meeting session
 - Motion made by Councilor Apodaca with a roll to go back into the regular business meeting session. Seconded by Councilor Gordon. Voting Yea: Councilor Apodaca, Councilor Gordon, Councilor Winters. With a 3-0 vote Council was back into the regular business meeting session at 12:13 pm.
- Welcome everyone back and statement by the Mayor:
 - Mayor Ramsell stated: The Governing Body of the City of Rio Communities, New Mexico, hereby states that on September 26, 2022, a Closed Executive Session was held, and the matters discussed were for the discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8).

Mayor recommendation regarding the purchase, addition or disposal of real property or water rights by the public body

Mayor Ramsell said there are no recommendations.

Adjourn

 Motion made by Councilor Winters. Seconded by Councilor Gordon. With a unanimous vote the City Council Regular Business meeting was adjourned at 12:14 pm.

Respectfully submitted,		
Elizabeth F. Adair, Municipal Clerk (Transcribed by Lalena Aragon, Deputy Clerk)		
Date:	_	
	Approved:	
	Joshua Ramsell, Mayor	
Margaret R. Gutjahr, Mayor Pro-tem/Councilor	Arthur Apodaca, Councilor	
Lawrence R. Gordon,		



CITY OF RIO COMMUNITIES

360 Rio Communities Blvd. Rio Communities, NM 87002 505-861-6803 www.riocommunities.net

BEFORE THE PLANNING & ZONING COMMISSION OF THE CITY OF RIO COMMUNITIES

Application No. ______ for a special use permit for a Cannabis Retail Only Operation by Leaf & Flower to be located at 300 Rio Communities Blvd, City of Rio Communities, New Mexico ("Application")

FINDINGS AND CONCLUSION IN SUPPORT OF DECISION ON A RECOMMENDATION TO THE CITY COUNCIL ON THE APPLICATION FOR A SPECIAL USE PERMIT

A hearing was held before the Planning & Zoning Commission ("Commission") on August 18, 2022, at 4:00 p.m. The following members of the Commission were present:

Thomas Scroggins (Chair); Ralph Fernandez (Vice Chair); Melodie Good (Secretary); Scott Adair (Member); L.E. Rubin (Member).

A quorum was present.

The hearing on the above Application was convened at approximately 4:12 p.m. The Chair asked all individuals who intended to testify on the matter of the Application to provide their names and addresses, and they were thereafter sworn prior to providing testimony. Testimony ended and the public hearing portion on the Applicant was closed at 4:34 p.m.

The Commission thereafter deliberated on the Applicant and voted to recommend approval of the Applicant to the City Council of the City of Rio Communities as follows:

For: [LIST] Chairman Thomas Scroggins, Secretary Melodie Good and Member Scott Adair. Against [LIST] none

The Commission makes and adopts the following findings with respect to the Commission's recommendation to the City Council to approve the Application:

Preliminary findings.

The Application filed by Leaf & Flower ("Applicant") was submitted in a format stipulated by the City as required by Zoning Code 4-7-4 B. The Application has been reviewed by City staff and no further information or documentation has been requested.

Notice of this public hearing by posting has been provided as required by Zoning Code 4-18-9 A.

The following persons/entities testified in favor of granting the special use permit: [LIST]

The following persons/entities testified in opposition to granting the special use permit: [LIST]

II. Findings with respect to the Cannabis Ordinance (Ordinance No. 2021-08, entitled "Commercial Cannabis Activity Application Requirements and Performance Standards," hereinafter "Ordinance").

- 1. The Applicant has been granted a license to operate as a cannabis retailer by the New Mexico Regulation and Licensing Department, Cannabis Control Division issued on March 6, 2022 and expiring on March 6, 2023 (License No. CCD-2022-0098-005).
- 2. Cannabis retail is allowed in C-2 and C-3 zones by special use permit. The property on which the proposed use will occur is located in a C-2 zone.
- 3. The Application has not identified any area in the property as an area where cannabis will be consumed. Any change in this regard will require an application for a new special permit to satisfy the criteria prescribed in the Cannabis Ordinance for cannabis consumption areas (e.g., Ordinance 1.6).
- 4. There are no daycare centers or schools within 300 feet from the perimeter of the premises. The nearest daycare center (Watch Me Grow Preschool) is 3,764.92 feet from the perimeter
- 5. The nearest school (La Merced Elementary School) is 1.01 miles from the perimeter. There are no cannabis operations within 600 feet of the perimeter.
- 6. The nearest cannabis operation (Belen Botanicals) is 5,079.89 feet away outside of the City of Rio Communities.

III. Findings with respect to Special Use Permits under Zoning Code 4-7-4 A ("Code")

- 1. The proposed use (cannabis retailer) is sufficiently unique and unusual (Code 4-7-4 A.1) that a special use permit is required by the provisions of section 1.4.d of Ordinance No. 2021-08, entitled "Commercial Cannabis Activity Application Requirements and Performance Standards"
- 2. No evidence has been presented that the proposed use would adversely affect adjoining property values. (Code 4-7-4 A. 2)
- 3. No evidence has been presented that the proposed use would endanger public safety. (Code 4-7-4 A. 2)
- 4. No evidence has been presented that the proposed use will become detrimental to the character of the zone (C-2 Community Commercial and Retail Use) where it will be located. (Code 4-7-4 A. 3)
- 5. The building that will house the proposed use is the former Land of Ranchers State Bank.
- 6. The Applicant will utilize the existing traffic flow whereby customers enter through the northern driveway and exit from the southern driveway. There is no evidence that traffic will be adversely impacted. The Applicant identifies 10 to 15 parking spaces.
- 7. The Applicant has provided a Floor Plan. Out of a total of 1,676 square feet, there is only 470 square feet of retail space.
- 8. The Applicant has provided a design plan for lighting and signage developed by Smart Signs & Designs. (Code 4-7-4 B.4)
- 9. There are no changes to the exterior site plan that will require a change in the drainage plan. The property currently drains away from the highway as do adjacent properties. The Applicant plans to clean, repair and restripe the parking lot, but will not undertake any changes that would affect the current drainage.

IV.

Conclusions and conditions of approval

Based upon the foregoing findings, the Commission finds that the Applicant has satisfied the conditions under the Zoning Code and the Cannabis Ordinance for the issuance of a special use permit allowing the Applicant to operate as a cannabis retailer within the City of Rio Communities.

The Commission therefore recommends approval of the special use permit subject to the following conditions:

- 1. This special use permit is limited to allowing the sale of cannabis and cannabis products to qualified patients, primary caregiver, reciprocal participants or directly to consumers.
- 2. Consumption of cannabis on the property is not allowed unless permitted by the terms of a superseding special use permit.
- 3. Retail operations may only take place within the hours of operation as set forth in Ordinance 1.5.
- 4. The Applicant must register as a business with the City of Rio Communities as required by City of Rio Communities Ordinance No. 2013-09.
- 5. The permit holder shall comply with the provisions of the Cannabis Ordinance, the Zoning Code and all other ordinances and resolutions of the City of Rio Communities and all laws and regulations of the State of New Mexico.
- 6. The special use permit subject to revocation as provided in Zoning Code 4-7-4 E, but no time limitation is imposed.

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF AUGUST 2022 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

Thomas Scroggins, Chairman

Ralph Fernandez, Vice-Chairman

Scott Adair

Scott Adair

L.E. Rubin

Elizabeth F. Adair, Municipal Clerk

ATTEST:

From: <u>Tommy Westmoreland</u>

To: <u>Lisa Adair</u>

Subject: Public Hearing on Cannabis

Date: Thursday, September 22, 2022 1:56:21 PM

External (1761tgw@gmail.com)

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After reading 2021HB2, I have reached the following questions and comments:

- 1. **Who** notifies the city if a licensee violates State Cannabis Law?
- 2. Should there be a hearing on an action to suspend or terminate a *licensee* do we as a municipality get notice from anyone?
- 3. Since there are many different types of Cannabis Retail licenses, which one does this application fall under?
- 4. After reading **2021 HB2** it seems the state wants to have one of these retail facilities on every street corner. With that in mind it is my understanding that all cities can do about this type of business must be through its zoning ordinances. Hopefully P&Z is on top of that.
- 5. I have no opinion either way to allow or disallow Cannabis sales. Studies show pros and cons about availability and health benefits/detriments.

Some of these businesses will sell to minors. Many will not and follow the law as it's written. New Mexico has some archaic alcohol laws and this one will follow right along with them.

This applicant's filing fees will be only a teeny bit if a violation is found out to be true. New Mexico will give out licenses pretty much to almost anyone. The rue will come as the State of New Mexico fines operators for the least little error. Good luck.

Tommy Westmoreland 458 Goddard Court 1761tgw@gmail.com 505/388-6104

 From:
 Chris DeFillippo

 To:
 Lisa Adair

 Cc:
 Martin Moore

Subject: RE: Public Hearing on Cannabis

Date: Friday, September 23, 2022 9:56:13 AM

Attachments: <u>image001.jpg</u>

External (chris@roblesrael.com)

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Lisa,

My responses are in red below.

Samuel Chris DeFillippo, Esq. Robles, Rael & Anaya, P.C. 500 Marquette Ave. NW, Suite 700 Albuquerque, NM 87102 (505) 242-2228 Phone Chris@roblesrael.com



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From: Lisa Adair < ladair@riocommunities.net> **Sent:** Thursday, September 22, 2022 3:46 PM **To:** Chris DeFillippo < chris@roblesrael.com>

Cc: Martin Moore <mmoore@riocommunities.net>

Subject: RE: Public Hearing on Cannabis

Thank you for your quick response. I will add your response to the Councils packet once I receive it from you.

Thanks

Lisa Adair

Municipal Clerk

City of Rio Communities

From: Chris DeFillippo < chris@roblesrael.com>
Sent: Thursday, September 22, 2022 3:44 PM
To: Lisa Adair < ladair@riocommunities.net>

Cc: Martin Moore < mmoore@riocommunities.net >

Subject: RE: Public Hearing on Cannabis

Lisa,

I do not believe that this qualifies as an IPRA request due to the fact that it unambiguously states that it is comments relating to the public hearing. I will work to provide draft responses for the Council by tomorrow.

Samuel Chris DeFillippo, Esq. Robles, Rael & Anaya, P.C. 500 Marquette Ave. NW, Suite 700 Albuquerque, NM 87102 (505) 242-2228 Phone Chris@roblesrael.com



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From: Lisa Adair < ladair@riocommunities.net Sent: Thursday, September 22, 2022 3:14 PM

To: Chris DeFillippo < chris@roblesrael.com>

Cc: Martin Moore < mmoore@riocommunities.net >

Subject: FW: Public Hearing on Cannabis

Chris,

Here is the email thread from Mr. Westmoreland's email, and another resident somehow responding to both Mr. Westmoreland and me.

Thanks

Lisa Adair

Municipal Clerk

City of Rio Communities

Lisa

From: Klaus < kpete9349@aol.com>

Sent: Thursday, September 22, 2022 2:48 PM

To: Tommy Westmoreland <1761tgw@gmail.com>; Lisa Adair <ladair@riocommunities.net>

Subject: Re: Public Hearing on Cannabis

If they do follow the laws as written go for it, it's a money maker like liquor or gas !!!

Sent from the all new AOL app for iOS

On Thursday, September 22, 2022, 1:56 PM, Tommy Westmoreland < 1761tgw@gmail.com > wrote:

After reading **2021HB2**, I have reached the following questions and comments:

1. **Who** notifies the city if a licensee violates State Cannabis Law?

I am not sure I entirely understand the question? Is a cannabis business violates state Cannabis law they may be prosecuted under local and state law—similar to if an individual violated any other state law.

2. Should there be a hearing on an action to suspend or terminate a *licensee* do we as a municipality get notice from anyone?

The City does not have the power to terminate a licensee, this power is held by the Cannabis Control Division of the State of New Mexico. The City may regulate the time, place, and manner of licensee's use of their license in the municipality. However, the license itself is state issued.

3. Since there are many different types of Cannabis Retail licenses, which one does this application fall under?

The Cannabis Control Division issues licenses to cannabis producers, microbusiness producers, integrated microbusinesses, manufacturers, retailers, consumption areas, vertically integrated establishments, couriers, and testing and research laboratories. In this case, the application is for a cannabis dispensary.

4. After reading **2021 HB2** it seems the state wants to have one of these retail facilities on every street corner. With that in mind it is my understanding that all cities can do about this type of business must be through its zoning ordinances. Hopefully P&Z is on top of that.

The City may regulate the time, place, and manner of licensee's use of their license in the municipality. The City currently has an ordinance in place that provides such restrictions. See Ordinance ???.

5. I have no opinion either way to allow or disallow Cannabis sales. Studies show pros and cons about availability and health benefits/detriments.

Importantly, the City may not prohibit the sale of cannabis within the City. Instead, the City is only provided the power to regulate the time place and manner of such sales.

Some of these businesses will sell to minors. Many will not and follow the law as it's written. New Mexico has some archaic alcohol laws and this one will follow right along with them.

It is explicitly illegal to sell cannabis to minors. If such action occurs, it will be prosecuted pursuant to local and State laws.

This applicant's filing fees will be only a teeny bit if a violation is found out to be true. New Mexico will give out licenses pretty much to almost anyone. The rue will come as the State of New Mexico fines operators for the least little error. Good luck.

There does not appear to be a question associated with this statement.

Tommy Westmoreland 458 Goddard Court 1761tgw@gmail.com 505/388-6104 From: <u>Dick Irvine</u>
To: <u>Lisa Adair</u>

Subject: Special permanent use permit for a cannabis retail only operation

Date: Sunday, September 25, 2022 8:11:29 PM

External (dick.irvine@gmail.com)

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I oppose a special permanent use permit for a cannabis retail only operation.

What does Rio Communities gain by issuing such a permit?

Marijuana remains an illegal drug under the federal Controlled Substances Act.

Marijuana legalization would increase crime not only because marijuana may be a gateway to more serious drugs such as cocaine and heroin that are closely associated with crime, but also because of the potential criminogenic effects of the increasing presence of marijuana dispensaries (Cleveland & Wiebe, 2008; Kepple & Freisthler, 2012).

One of the assumptions about the legalization of recreational marijuana held that once legal dispensaries were common, the illicit trade would be unable to compete. After all, why would anyone want to purchase something illegally, and theoretically without safety regulations, when it could be found just as easily legally?

This has not turned out to be true. In California, Illinois, Massachusetts and other states with legal recreational dispensaries, black market marijuana sales not only continue, but often outpace legal sales. Huge busts of illegal operations regularly made One of the assumptions about the legalization of recreational marijuana held that once legal dispensaries were common, the illicit trade would be unable to compete. After all, why would anyone want to purchase something illegally, and theoretically without safety regulations, when it could be found just as easily legally?

One of the assumptions about the legalization of recreational marijuana held that once legal dispensaries were common, the illicit trade would be unable to compete. After all, why would anyone want to purchase something illegally, and theoretically without safety regulations, when it could be found just as easily legally?

This has not turned out to be true. In California, Illinois, Massachusetts and other states with legal recreational dispensaries, black market marijuana sales not only continue, but often outpace legal sales. Huge busts of illegal operations regularly make the news and in response, California recently approved a \$100 million plan to aid the state's legal marijuana industry—an industry that was supposed to be an untapped goldmine. California, Illinois, Massachusetts and other states with legal recreational dispensaries, black market marijuana sales not only continue, but often outpace legal sales. Huge busts of illegal operations regularly make the news

Substantial increases in crime rates and disorder at the neighborhood level (Hughes, Schaible, & Jimmerson, 2019

The study, by researchers at the University of Colorado Denver, appears in *Justice Quarterly*, a publication of the Academy of Criminal Justice Sciences.

"We found that neighborhoods with one or more medical or recreational dispensaries saw increased crime rates that were between 26 and 1,452 percent higher than in neighborhoods without any commercial marijuana activity," notes Lorine A. Hughes, PhD, associate professor in the School of Public Affairs at the University of Colorado Denver.

Betsy Brantner Smith, a retired police sergeant and spokeswoman for the National Police Association, said legalizing marijuana can cause downstream effects for law enforcement officers in jurisdictions where the drug is legal.

"The whole country, we're seeing this increase in crime that goes hand in hand with a decrease in concern about

things like substance abuse," Smith told the *Washington Examiner*. "The problem is, when you continue to desensitize the population against substance abuse, you start to desensitize them against a sense of right and wrong."

Smith, who trains police officers, said she hears from "boots on the ground" that legal cannabis isn't itself fueling higher crime rates.

Does marijuana really increase the risk of depression?

- Using marijuana can certainly contribute to or worsen depression. Low motivation, fatigue, and withdrawal from positive activities are central features of depression and marijuana can worsen each of those problems. Some people do say that marijuana dulls anxiety or negative feelings. But it also dulls energy and motivation.
- A recent study review published by Lancet Psychiatry found high-cannabis-potency products are associated with a greater risk of psychosis and addiction called cannabis use disorder (CUD).

"The content of THC not many decades ago was 2%-3%," Dr. Nora Volkow, the director of the National Institute on Drug Abuse, told Fox News, adding that marijuana is considered high in potency if the product contains more than 10% THC.

"Now, the average content of THC in the United States is 14-16%," she said. "There are [cannabis] varieties that have a content that goes to 30% THC."

Dick Irvine 607 Western Drive From: <u>Chris DeFillippo</u>
To: <u>Martin Moore; Lisa Adair</u>

Subject: RE: Special permanent use permit for a cannabis retail only operation

Date: Monday, September 26, 2022 10:46:55 AM

External (chris@roblesrael.com)

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My only legal comment to Mr. Irvine's statements is that pursuant to New Mexico law, the City of Rio Communities may not prohibit the sale of Cannabis to qualified permittees (i.e. businesses who receive a permit from the state). The only regulations the City may implement are time, place, and manner restrictions that are explained within the City's cannabis ordinance. Leaf and Flower, the applicant at issue, has adequately met these requirements upon a thorough review.

Samuel Chris DeFillippo, Esq. Robles, Rael & Anaya, P.C. 500 Marquette Ave. NW, Suite 700 Albuquerque, NM 87102 (505) 242-2228 Phone Chris@roblesrael.com



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From: Martin Moore <mmoore@riocommunities.net>

Sent: Monday, September 26, 2022 10:39 AM

To: Lisa Adair < ladair@riocommunities.net>; Chris DeFillippo < chris@roblesrael.com>

Subject: RE: Special permanent use permit for a cannabis retail only operation

Thank you for letting me know.

From: Lisa Adair < <u>ladair@riocommunities.net</u>> Sent: Monday, September 26, 2022 10:33 AM

To: Martin Moore mmoore@riocommunities.net; Chris DeFillippo chris@roblesrael.com>

Subject: FW: Special permanent use permit for a cannabis retail only operation

FYI – this will be given to Council before the hearing.

Lisa

From: Dick Irvine < dick.irvine@gmail.com>
Sent: Sunday, September 25, 2022 8:11 PM
To: Lisa Adair < ladair@riocommunities.net>

Subject: Special permanent use permit for a cannabis retail only operation

I oppose a special permanent use permit for a cannabis retail only operation. What does Rio Communities gain by issuing such a permit?

Marijuana remains an illegal drug under the federal Controlled Substances Act.

Marijuana legalization would increase crime not only because marijuana may be a gateway to more serious drugs such as cocaine and heroin that are closely associated with crime, but also because of the potential criminogenic effects of the increasing presence of marijuana dispensaries (Cleveland & Wiebe, 2008; Kepple & Freisthler, 2012).

One of the assumptions about the legalization of recreational marijuana held that once legal dispensaries were common, the illicit trade would be unable to compete. After all, why would anyone want to purchase something illegally, and theoretically without safety regulations, when it could be found just as easily legally?

This has not turned out to be true. In California, Illinois, Massachusetts and other states with legal recreational dispensaries, black market marijuana sales not only continue, but often outpace legal sales. Huge busts of illegal operations regularly made One of the assumptions about the legalization of recreational marijuana held that once legal dispensaries were common, the illicit trade would be unable to compete. After all, why would anyone want to purchase something illegally, and theoretically without safety regulations, when it could be found just as easily legally?

One of the assumptions about the legalization of recreational marijuana held that once legal dispensaries were common, the illicit trade would be unable to compete. After all, why would anyone want to purchase something illegally, and theoretically without safety regulations, when it could be found just as easily legally?

This has not turned out to be true. In California, Illinois, Massachusetts and other states with legal recreational dispensaries, black market marijuana sales not only continue, but often outpace legal sales. Huge busts of illegal operations regularly make the news and in response, California recently approved a \$100 million plan to aid the state's legal marijuana industry—an industry that was supposed to be an untapped goldmine. California, Illinois, Massachusetts and other states with legal recreational dispensaries, black market marijuana sales not only continue, but often outpace legal sales. Huge busts of illegal operations regularly make the news

Substantial increases in crime rates and disorder at the neighborhood level (Hughes, Schaible, & Jimmerson, 2019

The study, by researchers at the University of Colorado Denver, appears in *Justice Quarterly*, a publication of the Academy of Criminal Justice Sciences.

"We found that neighborhoods with one or more medical or recreational dispensaries saw increased crime rates that were between 26 and 1,452 percent higher than in neighborhoods without any commercial marijuana activity," notes <u>Lorine A. Hughes</u>, PhD, associate professor in the <u>School of Public Affairs</u> at the University of Colorado Denver.

Betsy Brantner Smith, a retired police sergeant and spokeswoman for the National Police Association, said legalizing marijuana can cause downstream effects for law enforcement officers in jurisdictions where the drug is legal.

"The whole country, we're seeing this increase in crime that goes hand in hand with a decrease in concern about things like substance abuse," Smith told the *Washington Examiner*. "The problem is, when you continue to desensitize the population against substance abuse, you start to desensitize them against a sense of right and wrong."

Smith, who trains police officers, said she hears from "boots on the ground" that legal cannabis isn't itself fueling higher crime rates.

Does marijuana really increase the risk of depression?

- Using marijuana can certainly contribute to or worsen depression. Low motivation, fatigue, and withdrawal from positive activities are central features of depression and marijuana can worsen each of those problems. Some people do say that marijuana dulls anxiety or negative feelings. But it also dulls energy and motivation.
- A recent study review published by Lancet Psychiatry found high-cannabis-potency products are associated with a greater risk of psychosis and addiction called cannabis use disorder (CUD).

"The content of THC not many decades ago was 2%-3%," Dr. Nora Volkow, the director of the National Institute on Drug Abuse, told Fox News, adding that marijuana is considered high in potency if the product contains more than 10% THC.

"Now, the average content of THC in the United States is 14-16%," she said. "There are [cannabis] varieties that have a content that goes to 30% THC."

Dick Irvine 607 Western Drive

Municipal Court

- For the month of August:
- 4 Code violation(s) were filed
- Amounts collected: Correction fees \$60; Court Automation fees \$18; Judicial Education fees \$9;
 Court Fines of \$100 giving a total of \$187 was collected in the courts



Rio Communities, NM

Accounts Payable Approval By Fund

T-calling					
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 11000 - General Operatir	g Fund				
Department: 0001 - No De	partment				
GSD - Administrative Services D	INV0003501	09/02/2022	DENTAL	11000-0001-22055	349.04
GSD - Administrative Services D	INV0003502	09/02/2022	DISABILITY	11000-0001-22075	29.64
Globe Life & Accident Insurance	INV0003503	09/02/2022	GLOBE LIFE INSURANCE	11000-0001-22080	56.00
GSD - Administrative Services D	INV0003504	09/02/2022	HEALTH	11000-0001-22050	5,547.55
GSD - Administrative Services D	INV0003505	09/02/2022	VISION	11000-0001-22060	61.14
GSD - Administrative Services D	INV0003567	09/16/2022	ADMIN FEE	11000-0001-22050	15.07
GSD - Administrative Services D	INV0003568	09/16/2022	DENTAL	11000-0001-22055	386.21
GSD - Administrative Services D	INV0003569	09/16/2022	DISABILITY	11000-0001-22075	34.58
Globe Life & Accident Insurance		09/16/2022	GLOBE LIFE INSURANCE	11000-0001-22080	56.00
GSD - Administrative Services D	INV0003571	09/16/2022	HEALTH	11000-0001-22050	5,547.55
GSD - Administrative Services D	INV0003572	09/16/2022	BASIC LIFE	11000-0001-22070	53.04
GSD - Administrative Services D	INV0003573	09/16/2022	VISION	11000-0001-22060	64.14
			Depar	tment 0001 - No Department Total:	12,199.96
Department: 1009 - Munic	ipal Court				
Bank of America, N.A.	INV0003630	10/06/2022	Business cards from Vista Prir	nt 11000-1009-56020	37.82
			Depar	tment 1009 - Municipal Court Total:	37.82
Department: 2001 - Manag	TOP.				
Verizon Wireless	9916271021	10/05/2022	CM Telecommunications	11000-2001-57160	143.22
Verizori Wireless	3310271021	10/03/2022	CW relecommunications	Department 2001 - Manager Total:	143.22
				Department 2001 - Manager Total.	143.22
Department: 2002 - Genera					
Wells Fargo Financial Leasing	5021842549	10/04/2022	CH Copier Lease	11000-2002-57130	137.91
Comcast Business	INV0003611	10/04/2022	CH Telecommunications	11000-2002-57160	492.35
NM Water Service Company	INV0003612	10/04/2022	CH Water	11000-2002-57173	256.01
NM Gas Co	INV0003615	10/04/2022	Natural Gas	11000-2002-57171	72.86
Total Glass Solutions, LLC	2022-374	10/05/2022	Glass, Window repair breakag		650.00
Shred-it US JV LLC	INV0003616	10/05/2022	Document Shredding	11000-2002-55999	123.82
Sandra Schauer	INV0003617	10/05/2022	City of Rio Communities New		3,265.19
PNM	INV0003623	10/05/2022	CH Electricity	11000-2002-57170	662.17
Bank of America, N.A.	00000003	10/06/2022	Annexation/Land Donation Pa		100.00
Bank of America, N.A.	04052	10/06/2022	Kitchen/Pantry Supplies	11000-2002-56060	18.24
Bank of America, N.A.	09544	10/06/2022	Kitchen/Pantry Supplies	11000-2002-56060	15.18
WEX Bank	84080917	10/06/2022	Fuel - City Wide Clean-Up	11000-2002-57998	1,079.77
Sharp Electronics Corporation	9003986885	10/06/2022	Voice Over IP System	11000-2002-57160	516.18
Sharp Electronics Corporation	9004010324	10/06/2022	CH Copies	11000-2002-57090	201.02
			Department 2	002 - General Administration Total:	7,590.70
Department: 2004 - Financ	e/Budget/Accounting				
Verizon Wireless	9916271021	10/05/2022	Finance Telecommunications	11000-2004-57160	80.10
			Department 2004	- Finance/Budget/Accounting Total:	80.10
Department: 2008 - Munic	inal Clerk				
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	corrugated plastic lawn sign k	it11000-2008-56020	36.62
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	date stamp with "Received ar		26.95
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	Name plate - Lalena	11000-2008-56020	13.88
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	Name plate w/holder - Lalena		13.79
Amazon Business	1MTD-VRJV-HFQP	10/04/2022	Tripplite battery - Lalena	11000-2008-56020	66.69
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	Certificate Paper - clerks offic		9.79
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	business card holder - clerks		7.98
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	packaging tape refills - clerks		15.79
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	heavy Duty tape dispenser - c		23.73
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	pop-up note and flag dispens		16.29
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	AA batteries - clerks office	11000-2008-56020	27.63
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	wired earbuds - Lalena	11000-2008-56020	19.97
,azon basiness	2.114 10101 /1174	10/0-1/2022	Wiles Carbudy Ediciid	11000 2000 30020	13.57

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Accounts Payable Approval R	Report			Item 5.
Vendor Name	Payable Number	Post Date	Description (Item) Account Number	Amount
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	double sided mountian tape - cl 11000-2008-56020	19.98
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	headphones wireless - Lalena 11000-2008-56020	29.74
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	laptop backpack - Lalena 11000-2008-56020	29.99
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	desk accessories - Lalena 11000-2008-56020	33.99
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	mechanical pencil set - clerks off11000-2008-56020	10.00
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	heavy duty power strip - clerks 11000-2008-56020	22.99
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	certificate wafer - clerks office 11000-2008-56020	11.99
Bank of America, N.A.	INV0003630	10/06/2022	Business cards from Vista Print 11000-2008-56020	24.30
Bank of America, N.A.	INV0003632	10/06/2022	Hotel Stay for Lisa to the NMML11000-2008-53030	387.30
Bank of America, N.A.	INV0003632	10/06/2022	Parking for the NMML annual c 11000-2008-53030	24.00
Elizabeth F. Adair	INV0003646	10/06/2022	8/30/2022-9/2/2022 Travel N 11000-2008-53030	180.26
			Department 2008 - Municipal Clerk To	tal: 1,053.65
Department: 2012 - Plan	ning & Zoning			
Thomas Scroggins	INV0003634	10/06/2022	1st Quarter P&Z 11000-2012-51030	120.00
Melodie Good	INV0003635	10/06/2022	1st Quarter P&Z 11000-2012-51030	90.00
Scott Adair	INV0003636	10/06/2022	1st Quarter P&Z 11000-2012-51030	120.00
			Department 2012 - Planning & Zoning To	tal: 330.00
Department: 2014 - Ecor	nomic Development			
UKUU Creative	304	10/06/2022	Website/Social Media Reference 11000-2014-55999	161.25
UKUU Creative	316	10/06/2022	Website/Social Media Reference 11000-2014-55999	161.25
		-,,	Department 2014 - Economic Development To	
Department: 3001 - Law	Enforcement		·	
Bank of America, N.A.	INV0003630	10/06/2022	Business cards from Vista Print 11000-3001-56020	24.32
Bank of America, N.A.	INV0003630	10/06/2022 10/06/2022	Business cards from Vista Print 11000-3001-36020	41.31
balik of Affierica, N.A.	111110003030	10/06/2022	Department 3001 - Law Enforcement To	
			Department 3001 - Law Emortement 10	tai. 05.05
Department: 3002 - Fire				
Verizon Wireless	9916271021	10/05/2022	CE Telecommunications 11000-3002-57160	115.67
WEX Bank	84080917	10/06/2022	CE Fuel 11000-3002-56120	318.65
Bank of America, N.A.	INV0003629	10/06/2022	Code enforcement Travel Taos 11000-3002-53030	703.38
Kaylee Dons	INV0003639	10/06/2022	9/14-9/16 Code Enforcement 11000-3002-53030	70.00
Greg Gallegos	INV0003647	10/06/2022	9/14-9/16 Travel Taos 11000-3002-53030	70.00
Andrew Tabet	INV0003650	10/06/2022	9/14-9/16 Taos Travel 11000-3002-53030	70.00
			Department 3002 - Fire Protection To	tal: 1,347.70
Department: 3004 - Anir	nal Control			
Valencia County Fiscal Office	AC2023-07	10/04/2022	Animal Control 11000-3004-55999	1,227.40
Valencia County Fiscal Office	AC2023-11	10/04/2022	Animal Control 11000-3004-55999	746.80
			Department 3004 - Animal Control To	tal: 1,974.20
Department: 4004 - Libra	ary			
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	clear sticky tack adhisive - for li 11000-4004-56020	13.99
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	check out books library card & 11000-4004-56020	24.99
			Department 4004 - Library To	tal: 38.98
Department: 5101 - Publ	lic Works			
Craig Independent Tire Co.	118646	10/04/2022	Equipment Tire Repair 11000-5101-54040	43.21
Iron Horse Welding LLC	127641	10/04/2022	Equipment repair 11000-5101-54050	1,470.40
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	HP 952 XL black - Public works 11000-5101-56020	149.67
Amazon Business	1VWQ-KHJP-7H4Q	10/04/2022	HP 952 cyan, magenta, yellow i 11000-5101-56020	218.67
Verizon Wireless	9916271021	10/05/2022	PW Telecommunicationns 11000-5101-57160	245.74
Bank of America, N.A.	0005	10/06/2022	PPE Public Workers Not to exce 11000-5101-56090	190.19
Craig Independent Tire Co.	119027	10/06/2022	Cut Tractor Tires 11000-5101-56122	2,361.70
Bank of America, N.A.	1740	10/06/2022	Materials and parts 11000-5101-54050	558.70
WEX Bank	84080917	10/06/2022	PW Fuel 11000-5101-56120	590.05
Bank of America, N.A.	94597	10/06/2022	Materials and parts 11000-5101-54050	138.44
Bank of America, N.A.	94763	10/06/2022	Fuel tank and pump nozzle Trac 11000-5101-56040	1,404.17
,		, ,	Department 5101 - Public Works To	
Donartmant, F404 III-L	wave and Etraata			,
Department: 5104 - High Neds Pipe + Steel	439658	10/04/2022	Blanket PO install gates roadwa 11000-5104-54030	1,680.00
Neds Pipe + Steel	439730	10/04/2022	Blanket PO install gates roadwa 11000-5104-54030 Blanket PO install gates roadwa 11000-5104-54030	1,680.00
Tabet Lumber Co, Inc.	33048	10/04/2022	Asphalt patch for pot holes 11000-5104-54030	19.90
rabet Lumber CO, IIIC.	JJU 1 0	10/03/2022	Vahuair haren tot hor notes TT000-3T04-34020	15.50

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Accounts Payable Approval Rep	oort				nem 5.
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PNM	INV0003618	10/05/2022	SL Electricity	11000-5104-57170	38.90
PNM	INV0003619	10/05/2022	SL Electricity	11000-5104-57170	299.51
PNM	INV0003620	10/05/2022	SL Electricity	11000-5104-57170	175.77
PNM	INV0003621	10/05/2022	SL Electricity	11000-5104-57170	102.59
PNM	INV0003624	10/05/2022	SL Electricity	11000-5104-57170	299.51
PNM	INV0003625	10/05/2022	SL Electricity	11000-5104-57170	50.11
PNM	INV0003626	10/05/2022	SL Electricity	11000-5104-57170	64.17
A.P.E. Electric	3889	10/06/2022	Blanket PO On call eletrical light.	11000-5104-55999	194.06
			Department 51	04 - Highways and Streets Total:	3,012.52
			Fund 11000	- General Operating Fund Total:	35,567.92
Fund: 20900 - Fire Protection					
Department: 3002 - Fire Pr	otection				
Able & Willies One Stop Shop, L	1276	10/04/2022	Shirts	20900-3002-56110	920.00
Amazon Business	1FWF-H6JJ-JLML	10/04/2022	desks and supplies	20900-3002-56040	1,176.39
Amazon Business	1KKK-XD7Q-1XYW	10/04/2022	3 E-Books for class for Jesse Gre.		339.00
Amazon Business	1T9Y-71WJ-34NT	10/04/2022	desks and supplies	20900-3002-56040	35.30
Napa Auto Parts	469220	10/04/2022	Auto Supplies for Fire Dept	20900-3002-54040	60.42
Napa Auto Parts	471118	10/04/2022	Auto Supplies for Fire Dept	20900-3002-54040	42.57
NM Water Service Company	INV0003613	10/04/2022	FD Water	20900-3002-57173	81.16
NM Gas Co	INV0003614	10/04/2022	Natural Gas	20900-3002-57171	47.34
		· ·	Fire Instructor & Fire Investigat		115.53
Amazon Business	116C-MC1D-7TJQ 1DFP-LDRX-KCHG	10/05/2022	•		563.61
Amazon Business		10/05/2022	Fire Instructor & Fire Investigat		
Verizon Wireless	9916271021	10/05/2022	FD Telecommunications	20900-3002-57160	154.44
PNM	INV0003622	10/05/2022	FD Electricity	20900-3002-57170	1,103.11
PNM	INV0003627	10/05/2022	FD Electricity	20900-3002-57170	164.31
Woodlands Hardware	009282/1	10/06/2022	FD Supplies	20900-3002-54060	85.41
Woodlands Hardware	009288/1	10/06/2022	FD Supplies	20900-3002-54060	52.74
Woodlands Hardware	009341/1	10/06/2022	FD Supplies	20900-3002-54060	49.99
Woodlands Hardware	009392/1	10/06/2022	FD Supplies	20900-3002-54060	84.13
Woodlands Hardware	009394/1	10/06/2022	FD Supplies	20900-3002-54060	270.86
WEX Bank	84080917	10/06/2022	FD Fuel	20900-3002-56120	1,243.44
Sharp Electronics Corporation	9003988265	10/06/2022	Detect & Respond Server	20900-3002-55030	60.00
Sharp Electronics Corporation	9003988265	10/06/2022	DMSD-BH Desktop Mgmt	20900-3002-55030	225.00
Sharp Electronics Corporation	9004010323	10/06/2022	Detect & Respond Server	20900-3002-55030	15.00
Sharp Electronics Corporation	9004010323	10/06/2022	Detect Respond Workstation	20900-3002-55030	108.00
Sharp Electronics Corporation	9004010323	10/06/2022	SM-BNDLD Server Mngmt	20900-3002-55030	125.00
Sharp Electronics Corporation	9004010323	10/06/2022	1TB-AD Continuity247	20900-3002-55030	279.00
Sharp Electronics Corporation	9004010323	10/06/2022	1TB-C1SER Continuity247	20900-3002-55030	369.00
Sharp Electronics Corporation	9004010323	10/06/2022	DMSD-BH Desktop Mgmt	20900-3002-55030	405.00
Bank of America, N.A.	INV0003631	10/06/2022	Doubletree	20900-3002-53030	433.92
Bank of America, N.A.	INV0003633	10/06/2022	Rooms for Andrew, Greg & Jess	. 20900-3002-53030	1,123.19
Kendal Good	INV0003637	10/06/2022	9/30-10/2 Travel Instructor Trai	. 20900-3002-53030	138.00
Kaylee Dons	INV0003638	10/06/2022	9/30-10/2 Travel Instructor Trai.	. 20900-3002-53030	138.00
Jesse Tourney	INV0003640	10/06/2022	9/25-9/29 Travel Training	20900-3002-53030	67.20
Kaylee Dons	INV0003641	10/06/2022	11/19-11/20 Kirtland Travel	20900-3002-53030	61.00
Kaylee Dons	INV0003642	10/06/2022	10/14-10/16 Travel Instructor T	. 20900-3002-53030	94.40
Kaylee Dons	INV0003643	10/06/2022	10/7-10/9 Travel Instructor Trai	. 20900-3002-53030	94.40
Kendal Good	INV0003644	10/06/2022	10/7-10/9 Instructor Training Tr.	20900-3002-53030	94.40
Kendal Good	INV0003645	10/06/2022	10/14-10/16 Training Instructor	20900-3002-53030	94.40
Greg Gallegos	INV0003648	10/06/2022	9/25-9/29 Santa Fe Travel	20900-3002-53030	67.20
Greg Gallegos	INV0003649	10/06/2022	9/22-9/25 Travel Ruidoso	20900-3002-53030	55.40
Andrew Tabet	INV0003651	10/06/2022	9/22-9/25 Ruidoso Travel	20900-3002-53030	55.40
Andrew Tabet	INV0003652	10/06/2022	9/25-9/29 Travel Santa Fe	20900-3002-53030	67.20
		-,,		nent 3002 - Fire Protection Total:	10,759.86
			Fu	nd 20900 - Fire Protection Total:	10,759.86
Fund: 29700 - County EMS GRT					
Department: 2002 - Genera					
Boundtree Medical	84696321	10/04/2022	Medical Supplies	29700-2002-56070	554.88
Daniel de la Mariliani	0.474.002.0	10/05/2022	Marking Counting	20700 2002 56070	122.11

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Medical Supplies

29700-2002-56070

10/05/2022

Boundtree Medical

84710930

122.11

Accounts Payable Approval	Report				nem 5.
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Verizon Wireless	9916271021	10/05/2022	EMS Telecommunications	29700-2002-57160	249.52
Stericycle Inc.	3006187209	10/06/2022	Biohazard Waste Pickup	29700-2002-55999	244.32
WEX Bank	84080917	10/06/2022	EMS Fuel	29700-2002-56120	184.76
			Department 2002 - General Administration Total:		1,355.59
			1	Fund 29700 - County EMS GRT Total:	1,355.59
Fund: 39900 - Other Capital	l Projects				
Department: 2002 - Ge	eneral Administration				
Carpet Warehouse, Inc.	009997	10/05/2022	Carpet for Amy's office	39900-2002-54010	300.00
Department 2002 - General Administration Total: Fund 39900 - Other Capital Projects Total:			Department 2	2002 - General Administration Total:	300.00
		300.00			
				Grand Total:	47,983.37

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Report Summary

Fund Summary

Fund		Expense Amount
11000 - General Operating Fund		35,567.92
20900 - Fire Protection		10,759.86
29700 - County EMS GRT		1,355.59
39900 - Other Capital Projects		300.00
	Grand Total:	47 983 37

Account Summary

Account Summary			
Account Number	Account Name	Expense Amount	
11000-0001-22050	Healthcare Insurance Pay	11,110.17	
11000-0001-22055	Dental Insurance Payable	735.25	
11000-0001-22060	Vision Insurance Payable	125.28	
11000-0001-22070	Life Insurance Payable	53.04	
11000-0001-22075	Disability Payable	64.22	
11000-0001-22080	Miscellaneous Employee	112.00	
11000-1009-56020	Supplies - General Office	37.82	
11000-2001-57160	Telecommunications	143.22	
11000-2002-54010	Maintenance & Repairs	650.00	
11000-2002-55999	Contract - Other Services	3,389.01	
11000-2002-56060	Supplies - Kitchen	33.42	
11000-2002-57090	Printing/Publishing/Advert	301.02	
11000-2002-57130	Rent of Equipment/Machi	137.91	
11000-2002-57160	Telecommunications	1,008.53	
11000-2002-57170	Utilities - Electricity	662.17	
11000-2002-57171	Utilities - Natural Gas	72.86	
11000-2002-57173	Utilities - Water	256.01	
11000-2002-57998	City Wide Clean-Up	1,079.77	
11000-2004-57160	Telecommunications	80.10	
11000-2008-53030	Travel - Employees	591.56	
11000-2008-56020	Supplies - General Office	462.09	
11000-2012-51030	Salaries - Term Position	330.00	
11000-2014-55999	Contract - Other Services	322.50	
11000-3001-56020	Supplies - General Office	65.63	
11000-3002-53030	Travel - Employees	913.38	
11000-3002-56120	Supplies - Vehicle Fuel	318.65	
11000-3002-57160	Telecommunications	115.67	
11000-3004-55999	Contract - Other Services	1,974.20	
11000-4004-56020	Supplies - General Office	38.98	
11000-5101-54040	Maintenance & Repairs	43.21	
11000-5101-54050	Maintenance & Repair - F	2,167.54	
11000-5101-56020	Supplies - General Office	368.34	
11000-5101-56040	Supplies-Furniture/Fixture	1,404.17	
11000-5101-56090	Supplies - Safety	190.19	
11000-5101-56120	Supplies - Vehicle Fuel	590.05	
11000-5101-56122	Supplies - Vehicle Tires	2,361.70	
11000-5101-57160	Telecommunications	245.74	
11000-5104-54030	Maintenance & Repairs	1,787.90	
11000-5104-55999	Contract - Other Services	194.06	
11000-5104-57170	Utilities - Electricity	1,030.56	
20900-3002-53030	Travel - Employees	2,584.11	
20900-3002-54040	Maintenance & Repairs	102.99	
20900-3002-54060	Maintenance Supplies	543.13	
20900-3002-55030	Contract - Professional Se	1,586.00	
20900-3002-56040	Supplies-Furniture/Fixture	1,211.69	
20900-3002-56100	Supplies - Training	1,018.14	
20900-3002-56110	Supplies - Uniforms/Linen	920.00	
20900-3002-56120	Supplies - Vehicle Fuel	1,243.44	
20900-3002-57160	Telecommunications	154.44	

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Account Summary

Account Number	Account Name	Expense Amount
20900-3002-57170	Utilities - Electricity	1,267.42
20900-3002-57171	Utilities - Natural Gas	47.34
20900-3002-57173	Utilities - Water	81.16
29700-2002-55999	Contract - Other Services	244.32
29700-2002-56070	Supplies - Medical	676.99
29700-2002-56120	Supplies - Vehicle Fuel	184.76
29700-2002-57160	Telecommunications	249.52
39900-2002-54010	Maintenance & Repairs	300.00
	Grand Total:	47,983.37

Project Account Summary

 Project Account Key
 Expense Amount

 None
 47,983.37

 Grand Total:
 47,983.37

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Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR
MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM
LAWRENCE GORDON, COUNCILOR
ARTHUR APODACA, COUNCILOR
JIM WINTERS, COUNCILOR
ATTEST:

ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK

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LEGAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Rio Communities, hereinafter referred to as the "City" and NM Local Government Law, LLC. hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of City Councilors.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Scope of work shall consist of the following:

- A. Provide day to day legal services to the City Council and Administration;
- B. Attend City Council Meetings and Administrative Hearings;
- C. Advise the Council on all matters, including but not limited to policies and procedures, Open Meetings Act, Inspection of Public Records Act, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and c1iminal matters that may arise;
 - D. Draft and review Notices of Contemplated Actions;
 - E. Draft and Review Resolutions and Ordinances;
 - F. Draft and Review contracts, leases, and Memoranda of Understanding;
- G. Provide written legal opinions and advise the City on methods to avoid civil litigation; and
 - H. Advise Elected Officials.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, in an amount not to exceed \$80,000.00 per contract year, plus the applicable New Mexico Gross Receipts Tax and expenses. The Contractor shall bill the City on an hourly basis as fully described in Exhibit "A", on a monthly basis in an amount estimated to be \$6,666.66. If the City requires legal work that the Contractor estimates will be in excess of the monthly estimated hours, the Contractor shall notify the Manager and the parties shall agree on whether

the work is necessary to be engaged in, in that month. If the Contractor and City agree, through the course of a year, that the annual contract amount for legal services is too low to cover the amount of necessary legal services, the City may ask the City Council for a budget adjustment. In no event will the Contractor be paid any amount in excess of the specified total amount payable without this Agreement being amended in writing.

Item 7.

- B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is for one year and shall automatically extend for each subsequent year for a total of four years, unless terminated pursuant to paragraph 4, Termination. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. <u>Termination.</u>

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND

REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Councilors for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Councilors, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Rio Communities. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Rio Communities as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Rio Communities unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. <u>Assignment.</u>

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City Manager or Mayor, including consultation with the City Council. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Rio Communities from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. <u>Confidentiality</u>.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Rio Communities and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest: Governmental Conduct Act.

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;
- this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity: In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Seventh Judicial District Court in The City of Rio Communities. By execution of this Agreement, Contractor acknowledges and agrees to the judication of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. <u>Disclaimer and Hold Harmless.</u>

The City of Rio Communities shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the The City of Rio Communities harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by The City of Rio Communities in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Rio Communities from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable

but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Rio Communities and the New Mexico Association of Counties by certified mail.

22. <u>Invalid Term or Condition.</u>

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance, and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Councilors after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Patent, Copyright, Trademark and Trade Secret Indemnification.

- A. The contractor shall defend, at its own expense, the City of Rio Communities against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City of Rio Communities based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City of Rio Communities for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City of Rio Communities shall:
 - 1. give the contractor prompt written notice of any claim;
 - ii. allow the contractor to control the defense or settlement of the claim; and
- cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:
- provide a procuring agency of the City the right to continue using the product or service;
 - ii. replace or modify the product or service so that it becomes non-infringing; or
- accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

35. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a lawyers professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate.

36. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: City of Rio Communities

Attn: City Manager

360 Rio Communities Blvd. Rio Communities, NM 87002

To the Contractor:		Manager ol Rd. NE Suite 202		
	Albuquerque, NM	1,8/110		
IN WITNESS WE signature by the G			_	t as of the date of
APPROVED, ADO	OPTED AND PAS	SED on this	day of	2022.
ТН	E CITY OF RIO	COMMUNITIES	GOVERNING B	ODY
		JOSHUA RAMSELL		
		MAYOR		
MARGARET R. GUTJA MAYOR PRO-TEM	AHR		ARTHUR APODAG COUNCILOR	CA
 LAWREN CE R. GORD	 ON			<u> </u>
COUNCILOR			COUNCILOR	
ATTEST BY:				
ELIZABETH F. ADAII	R, MUNICIPAL CLER	K		

CONTRACTOR

By: Owner/Partner			Date:	
SEAL				
STATE OF NEW MEXICO))ss.			
CITY OF)			
SUBSCRIBED before me this		day of	2020, by	
		I	Notary Public	
My Commission Expires:				



September 12, 2022

Dr. Martin Moore PhD.
City of Rio Communities
360 Rio Communities Blvd.
Rio Communities, NM 87002

Re: City of Rio Communities - Horner St./Hillandale Ave. Reconstruction

Dear Mr. Moore,

HDR Engineering, Inc. (HDR) appreciates the opportunity to submit this proposal for engineering services to assist the City of Rio Communities (City) with design for the Horner St./Hillandale Ave. Reconstruction project. The proposal is based on in-person, email, and phone discussions with City staff.

SCOPE OF SERVICES:

HDR understands that Rio Communities has received Municipal Arterial Program Funds for the Reconstruction of Horner St. from Highway 47 to Hillandale Ave. and a portion of Hillandale Ave. from Hornet St. to Manzano Expwy. The project will be divided into three phases (Phase I, Phase II) and HDR will provide engineering services to develop three separate construction plans. A summary of the scope of services and associated tasks is described below.

Manzano Expy Hillandale Ave

Project Limits

Task 1 - Project Management

\$18,201.00

Task 1.1 Project Administration

Preparation of a project schedule

 HDR will prepare a project schedule outlining key project activities including meetings/site visits, major milestones, comment review periods, comment resolution periods, and associated deliverable dates

Preparation of monthly invoices

• HDR will submit a monthly invoice with summary of project activities completed for the invoice period. The invoices will be based on percent complete for each lump sum task

Task 1.2 Project Coordination

Coordination with the City and internal staff

HDR will coordinate with the City on a weekly basis regarding the progress of the project.
 For budgeting purposes, we have assumed all meetings will be virtual or over the phone.

Task 1.3 Design Review Meetings

HDR will attend three (3) Design Review Meetings in person with City Staff to review each plan submittal for all three phases at the same time and three (3) Council meetings. HDR will prepare the meeting minutes for each design review meeting and distribute to attendees within two weeks after the meeting. HDR will also prepare a slideshow presentation at the council meetings.

Deliverables:

• Design review meeting minutes and slideshow presentation for council meeting.

Task 1.4 Contract Administration

Regular management and business reviews will also be conducted throughout the duration of the project as part of the HDR Quality Assurance/Quality Control (QA/QC) process.

Task 2 - Scoping Report

\$25,387.00

As mentioned before, the project will be broken into three (3) different phases. Each phase will include up to two (2) design alternatives. The phases will be broken in the following way:

- Phase I Highway 47 to Brugg Drive
- Phase II Brugg Drive to Hillandale Avenue
- Phase III Horner Street to Manzano Expressway

The intent of this task order is to prepare a scoping report that will include the following efforts:

- Existing conditions inventory including drainage structures, typical section and any other features discovered during field visit. Any as-built information provided by the City or any public agency will be reviewed as part of evaluating existing conditions.
- Evaluation of existing conditions for geometry deficiencies, safety and drainage issues and pavement failures.
- Determination of project impacts to local roads access, right-of-way (ROW), Intelligent Transportation System (ITS) and/or utility impacts.

The scoping report will document assumptions and summarize analyses performed for each phase along with an Opinion of Probable Construction Cost (OPCC) for all alternatives provided

in each of the three phases. The preferred alternative for each phase will be selected by the City, and therefore, be the basis of preliminary and final design. Any significant change to the selected alternative after the scoping report delivery will be considered out of scope of work.

Deliverables:

- Final scoping report, including alternatives and recommendations for roadway and/or drainage improvements for each project phase.
- One (1) in-person meeting at City Town Hall or virtual design review meeting after submittal to select design alternatives in each phase. Two HDR personnel will attend the meeting.

Task 2.1 Roadway

Phase I - Based on in-person and phone conversations with the City, HDR will analyze the possibility of adding a roundabout at the Horner St. / Kaghan Loop Dr. intersection, as one of the alternatives in Phase I. This alternative may include a need for a Right-of-Way take.

Phase II - HDR will evaluate the addition of a pedestrian path adjacent to the road as one of the alternatives. This alternative will be dependent on Right-of-Way and drainage patterns.

Phase III – HDR will analyze and evaluate the realignment of Hillandale Avenue as one of the alternatives. City understands this will require a need for a Right-of-Way take.

Task 2.2 Drainage

Drainage analysis in the scoping report for the Horner Street study area will include site data collection, hydrologic & hydraulic (H&H) analysis, and recommended drainage improvements for each of the three phases planned for the project corridor. Analysis and design recommendations will be based on NMDOT criteria as listed in Table 203-1 of the NMDOT Drainage Design Manual (2018).

2.2.1 Hydrology:

HDR will conduct a site-specific analysis of the contributing watershed(s) characteristics directly contributing to the drainage on Horner Street. Review includes both onsite and offsite watersheds. Peak discharge rates for rural check and design flood events will be determined utilizing the 2018 New Mexico Department of Transportation (NMDOT) Drainage Design Manual (DDM) best practices and recommended input parameters for watershed analysis utilizing rational methodologies.

2.2.3 Assumptions:

 11X17 exhibits for off- and on-site watersheds will be developed for inclusion in the scoping report.

2.2.2 Hydraulics:

HDR will provide existing and proposed conditions hydraulics assessment in support of recommended improvements to meet design criteria. Pipe culvert will be assessed using FHWA's HY-8 (Ver 7.50). Storm drain infrastructure will be evaluated using the Bentley StormCAD software program. Existing structures and detention/retention facilities located in private property will not be evaluated as the City does not currently have the right of entry to maintain the facilities.

Proposed hydraulic analysis will be performed to assess potential capacities for recommended roadway culverts, new roadway conveyance capacities and recommended storm drain facilities. Roadside ditch recommendations will be completed using normal depth calculations with the Bentley Flowmaster software program.

2.2.3 Assumptions:

- Analysis of alternatives will be preliminary in nature. Final layout of inlet spacing, ditch grading, and culvert profiles will be developed for the preferred alternative only.
- 11X17 exhibit of each alternative will be submitted as part of the scoping report document.

Task 3 - Preliminary and Final Design

\$186,883.00

This task consists of developing construction drawings/plans required for construction of the final roadway improvements. HDR will produce conceptual design roll plot, Pre-Final (60%) and PS&E (95%) design plans. Each submittal will include further development of the items and design disciplines in the previous submittal.

Construction drawings/plans required will follow the 2019 New Mexico Department of Transportation (NMDOT) standard drawings, standard specifications, and CAD standards. The preliminary and final design for all phases of the project will be provided on half size (11" x 17") construction drawings/plans. This task will be divided into three separate plans sets with the following limits:

- Task 1 (Phase I: Highway 47 to Brugg Drive)
- Task 2 (Phase II: Brugg Drive to Hillandale Avenue)
- Task 3 (Phase III: Horner Street to Manzano Expressway)

HDR will also develop an opinion of probable construction cost estimate for the proposed project phase. The opinion of probable cost (OPCC) is intended as a budget level estimate based on industry standards and will include a contingency to account for unknowns including variability of the labor, material, and equipment market in the current high-inflation market.

Assumptions:

The scope of work does not include Construction Related Services (CRS) and/or Construction Observation. All CRS and Construction Observation will be deemed as out of scope items. HDR can provide services as a separate task order. If approved by City, the scope of work for construction phase services will be determined and negotiated in coordination with the City in the future following completion of final design.

Task 3.1 Roadway

HDR will provide roadway design and plans sets for each phase as discussed above. These improvements will be based on the scoping report recommendations. The construction plan sets for all three phases will follow the NMDOT plan set format in series and will include the following:

1-Series (General Sheets)

- The HDR team will provide the following sheets as the 1 series:
 - o Cover Sheet
 - Vicinity Map Sheet
 - o Index of Sheets
 - Summary of Quantities
 - General Notes
- Deliverables:
 - 1 Series Sheets

2-Series (Typical Sections and Quantity Schedules)

- The following sheets will be provided by the HDR team for the 2 series sheets:
 - o Existing Typical Section Sheets
 - Proposed Typical Section Sheets
 - Surfacing Schedule Sheet
 - o Schedules for Miscellaneous Quantities
 - Signing and Striping quantities tables
 - o Temporary Erosion and Sediment Control Plans
 - Curb ramp design details
 - o Driveway design details
 - Miscellaneous details
 - Sign summary sheets
- Deliverables:
 - o 2 series Sheets
- Assumptions:
 - Curb ramp and driveway design is based on closing of accesses per the Access Management Plan

3-Series (Plan and Profiles)

- The roadway design will include the following information:
 - o Vertical alignment information
 - Horizontal and vertical alignments for the mainline
 - Permanent Signing and Striping
- Deliverables:
 - o 3 series Sheets
- Assumptions:
 - Roadway PNPs will be 100 scale (11"x17")
 - Signing and Striping design will be developed to the latest Manual on Uniformed Traffic Control Devices, NMDOT signing and marking standards and specifications, and per the direction of the City of Rio Communities.

6-series (Maintenance of Traffic)

- The following sheets will be provided by HDR as the 6 series sheets:
 - Sequence of Construction
 - Construction Phasing General Notes, Legend, and Abbreviations and Detail Sheets
 - Construction Phasing Quantities
 - o Construction Phasing Schedule
 - Construction Phasing Key Map
 - Construction Phasing Plans
- Deliverables:
 - o 6 Series Sheets

Task 3.2 Drainage

All drainage design and detailing will follow criteria in the 2018 NMDOT DDM and most current NMDOT standard drawings at the time of NTP. The selected drainage alternative(s) from the scoping report will be the basis of drainage design for this phase.

Task 4 - Sub Cobb Fendley	\$43,440.00
See attachment for scope and fee.	
Task 5 – Sub Terracon	\$12,800.00
See attachment for scope and fee.	
Subconsultant Markup	\$5,623.95
Expenses General	\$1,446.00

The following reimbursable expenses are anticipated for the project

- Printing
- Travel related costs (HDR Car, Fuel, and Meals)

ASSUMPTIONS/EXCEPTIONS/EXCLUSIONS:

The following is the basis for which the scope, fee and schedule proposed in this work assignment proposal is developed, in addition to assumptions already described in the body of the scope of work:

- No additional coordination with any related agencies will be required from HDR and is not included in the scope of services.
- If additional revisions are required, then HDR can assist the City through a supplemental fee and scope modification to include revisions.
- The scope of services does not include additional documentation on Right of Way certification.
- There will be no impacts to railroad property with the proposed roadway improvements.
- There will be no impacts or improvements to Intelligent Transportation System infrastructure with the proposed roadway improvements.
- NMDOT or NMPWA technical specifications will be referenced in the technical plans.
- The scope of services does not include bidding services. An additional proposal may be provided
 if requested by the City.
- The scope of service does not include any drawings for water or sewer conflicts. An additional proposal may be provided if requested by the City.
- The scope of services does not include utility, right of way, environmental, railroad and ITS certification services. An additional proposal may be provided if requested by the City.
- The scope of services does not include any environmental or regulatory permitting required for the pavement repairs.
- The scope of services does not include engineering services during construction nor construction observation services. An additional proposal may be provided if requested by the City.
- The scope of services does not include the development of any Temporary Construction Permits (TCP) or any Temporary Work Permits (TWP).
- The scope of work does not include environmental investigations, clearances, permitting or related reports.
- No submittal of drawings to NM Environment Department or other regulatory agencies will be required.
- Permitting services are not included in the scope of work. All required permits will be obtained by the Contractor or the City.
- HDR assumes no floodplain mapping or delineation as part of this scope of services.

PERSONNEL TO BE ASSIGNED:

- 1. Antonio Nunez Tovar, PE
- 2. Amanda Gutierrez, PE
- 3. Dan Pfeifer, PE
- 4. Jordan Chavez, PE

ESTIMATED FEE:

The proposed services for the pavement repairs project will be performed for a lump sum fee of \$293,780.45, exclusive of New Mexico Gross Receipts Tax. The work will be completed in accordance with our On-Call Engineering Services contract with the City.

The final project schedule will be determined with the City staff after award and additional coordination discussions with the City.

The primary point of contact regarding project status, technical matters and production schedules is our Project Manager, Antonio Nunez. Our Project Principal, Chris Rodriguez, can be contacted for contractual matters and is the secondary contact for this project.

Sincerely,

HDR Engineering, Inc.

applale

Aaron M. Meilleur, P.E.

Sr. Vice President / Area Manager

Telephone: (808) 228-6781

E-mail: Aaron.Meilleur@hdrinc.com

Antonio Nunez Tovar, P.E.

Project Manager

Antut

Telephone: (505) 659-0737

E-mail: Antonio.NnuezTovar@hdrinc.com



April 7, 2020 Antonio Nunez-Tovar, PE HDR 2155 Louisiana Blvd., STE 9500 Albuquerque, NM 87110-5483

VIA E-MAIL

Re: Surveying & SUE Services

Rio Communities, Horner/Hillandale Reconstruction Project

Dear Mr. Nunez-Tovar:

Cobb, Fendley & Associates, Inc. (Cobb Fendley) is pleased to provide this scope and fee for the Surveying services associated with the project referenced above. The proposed Scope of Services, Basis of Compensation are outlined below.

SCOPE OF SERVICES - SURVEY

CobbFendley will establish project control based on "Trimble VRS Now" referred to the New Mexico State Plane Coordinate System (NAD 83 – Central Zone) and NAVD 88 vertical datum. Following field verification of the control network, field location surveys will be conducted throughout the project limits as specified by HDR

All work will be completed in accordance with the Minimum Standards for Surveying in New Mexico and under the direction of a New Mexico Professional Surveyor. All above-mentioned survey/mapping activities shall be performed to meet HDR's. survey and CAD standards.

SURVEY SERVICES TO BE PROVIDED BY COBBFENDLEY:

Location/Topographic Surveys:

- CobbFendley will collect survey information identified by HDR and depicted in "Exhibit A". Location/Topographic surveys will include:
 - o Roadway Planimetrics: centerline, edge of pavement
 - o Driveways to right-of-way
 - O Culvert information: Will include inlet and outlet invert elevation, culvert size and material, a cross section along the center of the culvert.
 - o Fences/walls
 - o Visible Utilities
 - o Topographic features, breaklines to right-of-way
- Deliveries will include:
 - o Ascii point files in Local Project Surface Coordinates (NAD 83/NAVD 88)
 - O Copies of all field sketches and digital photographs;
 - o AutoCAD Civil 3D 2018topographic drawing.

Fee for location survey = \$13,870.50 plus applicable taxes



- Ortho Image
 - o CobbFendley will fly the park area depicted in exhibit A utilizing a UAV. Once imagery is collected a georeferenced ortho-image will developed and included as part of the deliverable.

Fee for Fixed Ortho-image = \$2,922.00 plus applicable taxes

- Fixed Right-of-Way
 CobbFendley will provide Research and Right-of-way Mapping for the corridor with this task.
 - Existing right-of-way will be developed utilizing current vesting documents researched at the Valencia County
 Assessors and Clerks office. Field crews will then search for monumentation and lines of occupancy. Right-ofway will then be set based on collected field evidence.
 - o Fixed right-of-way drawing will be produced for this project within the project limits provided by HDR.

Fee for Fixed Right-of-Way = \$13,015.00 plus applicable taxes

Deliverable:

• An AutoCAD Civil 3D drawing of the fixed Right of Way will be provided as part of the final deliverable

Total Fee for Surveying Services = \$29,807.50

<u>Assumptions</u>

- Project Limits shown in Exhibit A. Two scopes of SUE Services are included in this proposal.
 - o SUE Level D/C Services along Horner Street from Rio Communities Blvd. to Hillandale Ave. (red area)
 - o SUE Level D/C/B Services along Hillandale Ave., Manzano Expy. and Horner St. as shown in the Exhibit (blue area)
- Survey of SUE work is included in scope & fee of this proposal.
- AutoCAD C3D deliverable
- Subsurface Utility Engineering / Utility Coordination services associated with this project will be completed in conformance with ASCE 38 and local jurisdictional guidelines.

SCOPE OF SERVICES

SUE Level D/C Services (completed throughout all identified project limits)

As early as possible, CobbFendley will identify utility owners affected by the project and perform record research with each to obtain the most up to date as built information available. Upon receipt of all requested information, CobbFendley's SUE Technicians will perform field investigations to identify above ground visible features and collect inverts on all storm and sanitary manholes. Information obtained from the utility owners include jurisdictional utility permits as available, one-call information, utility as-builts, construction drawings, verbal recollections, conduit maps etc.



CobbFendley will utilize the initial contact with utility owners to informally notify them of the project and begin building a utility coordination contact list.

All necessary surveying associated with SUE C/D services (survey of above ground/visible utility features) will be completed by CobbFendley; with close attention to topographic survey data (collected by others) to limit duplication of effort. Manhole inverts, as mentioned above, will be completed by CobbFendley's field technicians as part of this SUE investigation.

Fee for SUE Level D/C Services: \$13,632.00

SUE Level B Services (to be completed only in the blue area identified in Exhibit B

Using the collected record information and identified utility surface features, CobbFendley's SUE Technicians will perform field investigations to mark the horizontal location of toneable subsurface utilities. Once marked, CobbFendley will survey in all utilities and combine this data with collected record info. This process is known as Utility Designation.

Most utilities are field verified during the designation process; however, some utilities are not identifiable using traditional electronic or electromagnetic equipment. Ground Penetrating Radar (GPR) will be utilized to attempt to accurately identify these non traceable utilities. To limit impacts to traffic, GPR will not be utilized in the main travellanes, but instead focus on specific areas of the right of way where record information and field investigations indicate the presence of a non-toneable utility.

CobbFendley understands right of entry will be obtained by others should utilities outside of the current right of way exist and require mapping services. Utilities within private easements impacted by the project limits are included in this scope of work.

Designate' means to record and mark the horizontal location of the existing toneable utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities. Designated utilities will be surveyed and tied to horizontal project control.

CobbFendley will correlate utility owner records with designating data and resolve discrepancies using professional judgment. CobbFendley will create an existing utility drawing (or update the existing utility plan, as applicable) using the designated utilities, utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations if applicable. It is understood by both CobbFendley and the Client that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole through vacuum excavation. A note will be placed on the designate deliverable that states "lines sizes are from best available records". This information will be provided in AutoCAD format. All surveying associated with SUE Level B services will be completed by CobbFendley.

Fee for SUE Level B Services: \$25,304.00



\$43,439.50

The above scope of services associated with this project can be provided for a fee of \$68,743.50 plus applicable taxes.

If this summary is acceptable please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

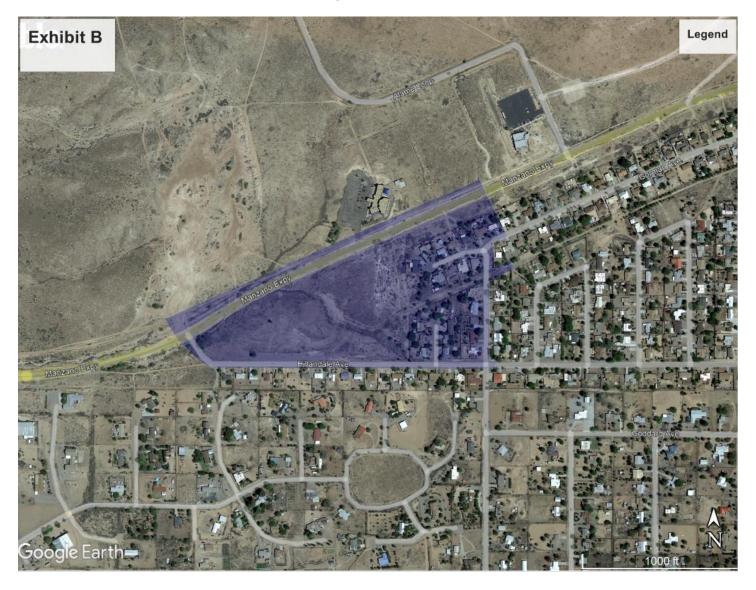
Bobly Orty.
Survey Department Manager
Principal

Exhibit A Topographic Survey, Right-of-Way,





Exhibit B.
Ortho-Image and SUE Level B area





August 19, 2022

HDR Engineering, Inc. 2155 Louisiana Boulevard NE, Suite 9500 Albuquerque, New Mexico 87110

Attn: Mr. Antonio Nunez, P.E.

P: (505) 830-5473

E: Antonio.NunezTovar@hdrinc.com

Re: Proposal for Geotechnical Engineering Services

Pavement Design Report

Horner Street and Hillandale Avenue Improvements

Rio Communities, New Mexico Terracon Proposal No. P66225184

Dear Mr. Nunez:

At your request, Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. The purpose of these studies will be to evaluate the pertinent available information and geotechnical conditions at the site and to assist in the design of the roadway improvements and other site development elements. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

A. PROJECT INFORMATION

Site Location

ITEM	DESCRIPTION		
Location	Along a segment of Horner Street and Hillandale Avenue in Rio Communities, New Mexico.		
	 Phase 1: Horner St. from NM 47 to Brugg Dr. – 1,900 lineal feet 		
Length of improvements (approximate)	Phase 2: Horner St. from Brugg Dr. to Hillandale Ave. – 3,800 lineal feet		
	 Phase 3: Hillandale Ave. to Manzano Expressway – 2,000 lineal feet 		
Existing improvements	Existing two-lane asphalt paved roadway with some paved and unpaved shoulders. Limited curb and gutter located near Hillandale Ave.		

Terracon Consultants, Inc. 6805 Academy Parkway West NE Albuquerque, New Mexico 87109 P (505) 797-4287 F (505) 797-4288 terracon.com





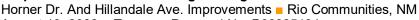
Horner Dr. And Hillandale Ave. Improvements ■ Rio Communities, NM August 19, 2022 ■ Terracon Proposal No. P66225184

ITEM	DESCRIPTION			
Pavement condition	Not Provided. Based upon review of aerial photos, the pavement condition appears to be poor to fair and consists of: Longitudinal cracking Transverse cracking Alligator Cracking Block cracking Patching Potholes Weathering and oxidation			
Maintenance	Chip sealpatching			
Highway classification	Rural Collector (assumed)			
Current ground cover	Paved roadway and exposed earth with vegetation common to the area located adjacent to the road.			
Existing topography	Road constructed on relatively level terrain.			

Project Description

ITEM	DESCRIPTION		
Proposed Improvements	The project will include improvements to these three (3) sections of roadway. The improvements addressed as part of this phase of the project include pavement reconstruction/rehabilitation and drainage.		
Cut and Fill Slopes	At or near existing alignment grade along majority of alignment.		
Slope configuration	Not Applicable		
Proposed pavement wearing surface	Hot mix asphalt (HMA) over base course (BC)		
Geotechnical Issues	Poor quality and potentially expansive subgrade soils		
Specifications	2020 New Mexico Department of Transportation (NMDOT) Design Manual 2019 NMDOT Standard Specifications for Highway and Bridge Construction		

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.





August 19, 2022 Terracon Proposal No. P66225184

B. SCOPE OF SERVICES

Based upon on the proposed project, our familiarity with soil conditions within the area of this site, AASHTO guidelines, and NMDOT Policy, we propose to perform the following:

Phase	Number of Borings	Boring Depth (feet)	Planned Location
1	4	5	Horner St. from NM 47 to Brugg Dr.
2	8	5	Horner St. from Brugg Dr. to Hillandale Ave.
3	4	5	Hillandale Ave. to Manzano Expressway

The existing asphalt concrete and aggregate base course (where applicable) thickness will be measured and documented at each boring location. In addition, the pavement condition will be observed and documented at each boring location and along the roadway segments.

Sampling will be in general accordance with NMDOT and AASHTO standard procedures wherein split-barrel samples are obtained. Two (2) soil samples will typically be obtained within each boring. Bulk samples will also be obtained from each boring. In addition, we will observe and record groundwater levels (if applicable) during and immediately after drilling. Once the samples have been collected and visually classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

<u>Conditions/Items to be provided by Client</u> – Items to be provided by the client include the right-of-entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact New Mexico One Call Service (NMOC) for location of utilities in public easements.

Our fee is based on the project alignment being accessible to our two-wheel drive truck-mounted drilling equipment and Terracon providing layout of the borings; additional costs may result if this is not the case. It does not include services associated with site clearing, wet ground conditions, or location of underground utilities beyond contacting a "one-call" locate service. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

Due to the existing traffic conditions, traffic control will be required to perform the field work. Terracon will retain Highway Supply or Southwest Safety to prepare a traffic control plan and field personnel in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Terracon will also obtain the necessary Traffic Control/Roadway Work Permit for submission to Rio Communities or Valencia County for approval prior to the initiation of the field work.



Horner Dr. And Hillandale Ave. Improvements Rio Communities, NM August 19, 2022 Terracon Proposal No. P66225184

Terracon will take reasonable efforts to reduce damage to the roadway, such as rutting of the ground surface or pavement. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the roadway alignment beyond backfilling and patching of our boreholes (where applicable). If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

For safety purposes, all borings will be backfilled and patched (where applicable) immediately after their completion. Soil cuttings will be used to backfill the borings. Quick Pavement Repair (QPR) material will be used to patch the boring and will consist of asphalt cold patch to match the existing HMA thickness. The backfill materials will be compacted with a mechanical hand tamper. Excess auger cuttings would be disposed of off the site. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We could provide this service at your request or grout the holes, but this would involve additional cost.

We are committed to the conduct of our work safely. Our field exploration work on this project will be conducted under the guidance of a site-specific safety plan that takes into account the information that we know about this site as it relates to safety and potential safety hazards.

Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities and/or environmental hazards. We will file appropriate notification to the local and/or state mandated excavation permit office(s), as required by state law, and we will not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other, unknown underground hazards remains. Also, we are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard Type D Personal Protection Equipment (PPE) is appropriate.

In order to more completely address the potential for underground utilities or environmental hazards, and in order to more completely understand other potential safety hazards associated with our field exploration program, we will interview you or a representative that you suggest to obtain information about these concerns. The results of our interview will be included in the site-specific safety plan. We are not responsible for damage to private utilities that are not made aware to us.

In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk



Horner Dr. And Hillandale Ave. Improvements Rio Communities, NM

August 19, 2022 Terracon Proposal No. P66225184

assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

<u>Laboratory Testing</u> – Selected representative soil subgrade samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and shall meet the applicable AASHTO/ASTM specifications. The anticipated types of tests are outlined below:

- Moisture content
- Dry density
- Atterberg Limits Liquid Limit/Plasticity Index
- Gradation
- R-value
- Water soluble sulfates
- Resistivity
- pH

<u>Engineering Report</u> – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of New Mexico. Based on the results of our evaluation, a Pavement Design Report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the boring layout. The report will include recommendations for each of the 3 phases of the planned construction and will include the following:

- Computer generated boring logs with soil stratification based on visual soil classification.
- Boring location plan.
- Groundwater levels observed during and after completion of drilling.
- Subsurface exploration procedures.
- Encountered soil subgrade conditions.
- Existing pavement materials and thickness.
- Existing pavement conditions
- Graphical laboratory test data.
- Subgrade swell potential
- A discussion of the test results and geotechnical conditions that could affect pavement section design and construction
- Rehabilitation options (if applicable)
- Recommended pavement section thickness and options
- Subgrade stabilization options (if applicable)
- Material specifications
- Earthwork specifications including compaction



Horner Dr. And Hillandale Ave. Improvements ■ Rio Communities, NM August 19, 2022 ■ Terracon Proposal No. P66225184

- On-site soil suitability
- Concrete and metal corrosion potential

<u>Schedule</u> – We can generally begin the field exploration program within about two (2) to three (3) weeks after Notice-To-Proceed, pending completion and approval of traffic control plan and permit, and weather conditions. We estimate that the field work will take about one (1) day to complete. We estimate the Pavement Design Report can be completed within about four (4) to six (6) weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal, the lump sum total fee would be the following:

ITEM	ESTIMATED LUMP SUM COST*
Pavement Design Report	\$12,800

^{*}Excludes any applicable New Mexico Gross Receipts Tax (NMGRT) of about 7.75%

Please note that the above fees do not include NMGRT. NMGRT will be included at the applicable rate for our locale unless we are provided with a Type 5, Non-Taxable Transaction Certificate (NTTC). Unless instructed otherwise, the invoice will be sent to your attention at the above address.

The lump sum cost includes a PDF copy of our written report. Any additional services requested after submittal of our final report, beyond those noted, will be invoiced at our current unit rates. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, and send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.

If additional drilling is required at the time of the drilling operations, these services will be provided for an additional cost of \$85.00 per foot (includes all drilling, sampling, general laboratory testing and engineering).

We are available to review earthwork and foundation related portions of project drawings and specifications and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be charged at \$160.00 per hour for a Senior Project Engineer and \$222.00 per hour for a Principal Engineer. We will obtain your specific authorization prior to providing any additional services.



Horner Dr. And Hillandale Ave. Improvements Rio Communities, NM August 19, 2022 Terracon Proposal No. P66225184

D. AUTHORIZATION

This proposal may be accepted by issuing and executing an HDR Geotech Subconsultant agreement with agreed upon terms and conditions between HDR and Terracon.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only two site visits will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.

Michael E. Anderson, P.E.

Mull & a

Principal

Stenson D. Lee Staff Engineer

cc: Addressee (1-via email)

City of Rio Communities

PUBLIC SAFETY TASK FORCE

2022 Public Safety Analysis

Strengths Weaknesses
Opportunities Threats(S.W.O.T.)

TABLE OF CONTENTS

- Property Crime S.W.O.T. Analysis
- Traffic Safety S.W.O.T. Analysis
- Domestic Crime S.W.O.T. Analysis
- Code S.W.O.T. Analysis



PROPERTY CRIME S.W.O.T ANALYSIS

PROPERTY CRIME GOALS

• Communication and Education

Visibility

• Crime Prevention

Communication Education

Action	Strengths W	Veaknesses	Opportunities	Threats
Building Neighborhood Trust	Get to know your neighbors; Help monitor others' property while away	Potential for threats/retaliation; less privacy; misinformation/gossip; neighbor feuds; potential escalation	Neighborhood organizations; building trust; informal watchdogs; on-site assistance to neighbors	Lawsuits; hostile Neighbors; Potential violence
Building Trust with Law Enforcement	Notifying police when on extended absence from property; Direct Communication to law enforcement; Assist with targeted enforcement	Possible lack of access to data; Uneven implementation	Sherriff's Office contact form on website/not Facebook; Disclaimer properly worded	Lawsuits; Cost
Publishing Crime Tips to Residents	Alert residents; Tips become engrained; crime prevention habits begin to form; crime reporting increased	Lack of consistency in messaging efforts can lead to apathy; tips may be outdated	Utilized modern and traditional information dissemination; City newsletters (tip of the month/quarter) repetition of tips; email blasts; keeps tips modern; set up tip line	Cost



VISIBILITY

	Action	Strengths	Weaknesses	Opportunities	Threats
	Extra Lighting at Businesses	Visibility for officers; Assist with insurance claims; highway side businesses have better visibility	Electrical costs; Improper lighting can reduce dark skies for night viewing	Lighting for ingress/egress; Improves visibility of camera feels, motion lights cut down electrical costs; stand alone solar to avoid extensive wire feeds, avoidance of vandalism	Apathy; High cost to business owners; vandalism, wiring theft
	Home Lighting	Visibility for officers; Assist with insurance claims; highway side businesses have better visibility	Electrical costs; Improper lighting can reduce dark skies for night viewing, disturb neighbors	Deterrent to criminals; Improves visibility of camera feels, motion lights cut down electrical costs; avoidance of vandalism	Cost of electricity and lighting; Complaints of neighbors
	Street Intersection Lighting	Provides safer route for pedestrians/bicyclists; Prevention of automobile accidents; Crime Deterrent	Light Pollution; Maintenance and electricity costs; Vandalism	Grants; Construction and Replacement Programs	Vandalism; Supply chain

VISIBILITY

ACTION	STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Trim Overgrown Vegetation in Residential Areas	Better visibility for Law Enforcement; Improves visibility for cameras; provides better evidence when crime occurs; Reduces hiding places for criminals	Labor intensive; Older residents may be physically unable to perform at all	Neighborhood Volunteers; Establish list of churches; non-profits, civic groups, and businesses that can help clean properties	Cost; Unwillingness of property owners to trim vegetation
Trim Overgrown Vegetation in Public Spaces	Reduces traffic and pedestrian accidents; Better visibility for Law Enforcement; Improves visibility for cameras; provides better evidence when crime occurs; Reduces hiding places for criminals	Labor intensive; Large open spaces; Time-consuming	Volunteer groups; Cleaning the City might inspire private property owners to clean	Cost; Lack of personnel

THIS AREA THIS AREA MONITORED CAMERA BY VIDEO CAMERA Action

Crime Prevention

O.	Action	Strengths	Weaknesses	Opportunities	Threats
	Traffic Camera System	Relieves stress on Law Enforcement and City Staff; Reduces cost for Law enforcement; No out-of-pocket cost; Segment of population positive reception; no points on license	Reception from the public; calibration and malfunction issues	New technology; mobile; night vision; public feedback; success and failure data from other cities that have used a system; no up- front costs	Public reception
	Commercial and Residential Cameras	Deterrent of criminal activity; Reasonably priced; good on-site and remote-in visual of property; allows targeting of problem areas	Easy target for vandalism; 100% visibility; maintenance; limited recording time; low resolution limits ability to identify culprits	New Mexico does not require a person to be aware they are being recorded; Installation of camera at weak points; lighting to accompany cameras	Vandalism; Theft; camera placement complaints; effectiveness in prosecution of crimes

Crime Prevention

ACTION	STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Pets as Guard Dogs	Deter criminal element; work for food	Danger to neighbors if not humanely and properly contained to the property; can place fire and law enforcement in danger	Dogs are allowed by ordinance	Lawsuit – even by the criminal
Personal Property Registration/ Identification	Easier to track stolen goods; NCIC tracking for weapons	Apathy; Time consuming; Information needs to be current; Property inaccurately valued	Education about including serial numbers and other pertinent information in the ID catalogues; ID imprint Programs; Website cataloguing APPS, Etch VIN on discreet areas of vehicle; tip line	Insurance Fraud; Inaccurately valued properties Register

TRAFFIC SAFETY
S.W.O.T ANALYSIS





Public Safety Task Force: Traffic Safety S.W.O.T. Analysis

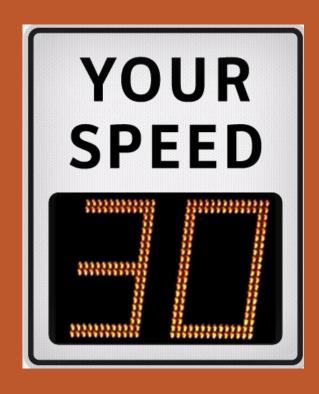
Traffic Safety Goals

Roadway and Speed Notification Signage

Law Enforcement Presence

Traffic Calming and Pedestrian Paths

Information and Education



Roadway & Speed Notification Signage S.W.O.T. Analysis

ACTION	STRENGTHS	WEAKNESSES	OPPORTUNITIES	Item 9. THREATS
More and Updated Traffic Signage	Reminders to citizens; Education; Sets a legal limit; Highly Noticeable, Can be affordable; Fixable; Creates lower traffic speed; Can discourage commercial traffic; Increase in retail activity	Motorists ignoring signs; Old and faded signs; Lack of uniformity and consistency; Liability for claims; vulnerable to theft or vandalism	Roadway engineer consultation, University of NM Crash data; Grant funding for traffic calming; flashing signs on state highways a certain distance from the new speed limit.	Vandalism; Line of sight obstruction, wholesale civil disobedience

ACTION	STRENG THS	WEAKNESS ES	OPPORTUNIT IES	THREATS
Increased Traffic Enforcement Operations	Increased presence improves safety; catch criminals; etc.	Expensive; not a consistent operation; manpower eater; equipment and training may not be available	Traffic safety grants; can be had for no upfront costs; Cooperative activity; increased law enforcement	Lack of manpower and funding; time constraints; Traffic stops have a higher element of danger; Public safety; Lawsuits

Law Enforcement Presence S.W.O.T. Analysis



ACTION	STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Traffic Calming on Streets and State Highways within City limits	Results in slower traffic speed; Can discourage commercial traffic speeding; Increase in retail activity; Improve outdoor fitness; protect pedestrians;	Expenses; Can discourage commercial use; Grant funded traffic calming tends to become permanent; Motorized used of walking paths; Labor intensive; Secluded spost attract criminal element & homeless	Local Ordinances, Consistent Maintenance; Grants; constriction/Repa ir Program	Wholesale civil disobedience Lawsuits, Lack of Funds

TRAFFIC CALMING AND PEDESTRIAN PATHS S.W.O.T. ANALYSIS



Information and Education S.W.O.T. Analysis



ACTION	STRENGTHS	WEAKNESSES	OPPORTUNITIES	THREATS
Continuous Traffic Safety Education	Positive reminder to the public, especially new drivers	Lack of local traffic schools; Inconsistent traffic laws enforcement; Education fatigue	Work with the State MVD/Public Safety; Driving test or license renewal public information dissemination' Information refreshers	Apathy
Maintain Crash Data on Target Locations in the City	Information leads to better decision making	Lack of real time data; Lack of staff to monitor data	UNM and NMDOT; dot intersection cameras; state police data	Apathy; cost

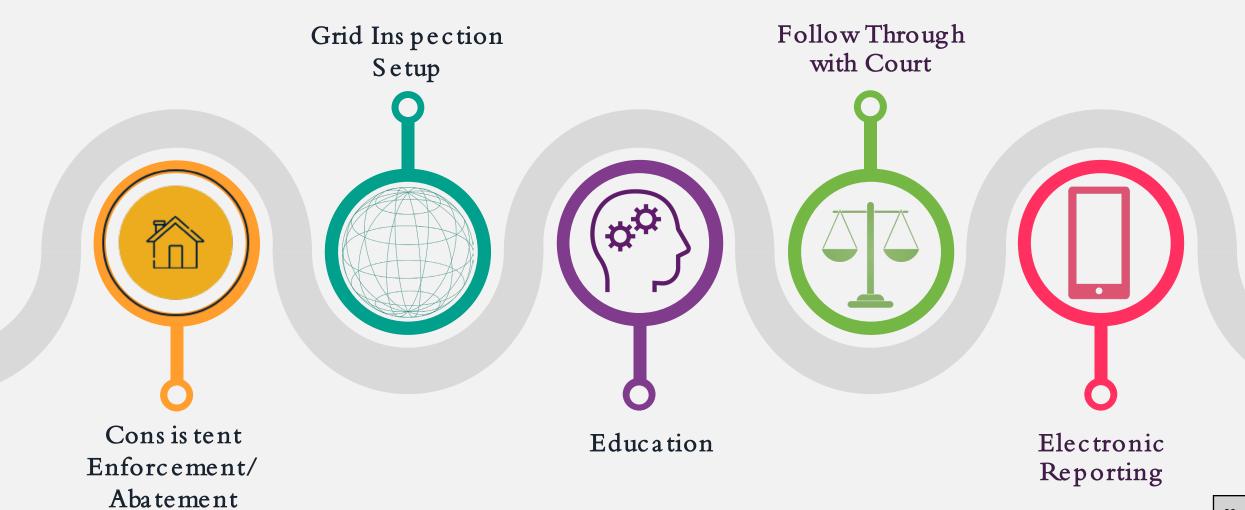


Domestic Crime Programs S.W.O.T. Analysis

Action	Strengths	Weaknesses	Opportunities	Thre a ts
Domes tic Crime Programs	Assistance for both actual and potential victims of domestic violence	Uncooperative victims; Lack of human resources and funding; Poverty, Economic hardship on victims caused by arrest of abuser	Mentoring; Strengthening economic supports for families; Domestic violence packets; School outreach; Creating programs to assist victims	Public airing of domestic violence shelter locations; Lawsuits

CODES

Public Safety Task Force: S.W.O.T. Analysis





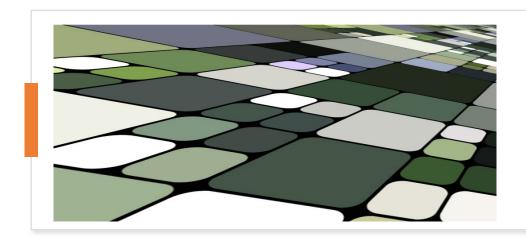
PUBLIC SAFETY TASK FORCE: CODES S.W.O.T. ANALYSIS

Code Goals:

- Consistent Enforcement/ Abatement
- Grid inspection Setup
- Education
- Follow though with the Courts
- Electronic Reporting

Cons is tent Enforcement/ Abatement S.W.O.T.

Action	Strengths	Weaknes s es	Opportunities	Thre a ts
Cons is tent Enforcement/ Abatement S.W.O. T. Analys is	Visibility to the Public; Sense of Fairness; Increased Compliance; Proactive response Prior to contact from the City	Finger pointing; Work arounds; Sheer volume of area to inspect and enforce; Public impression of harassment/ targeting; Elderly- Limited income households; "City areas not cleaned up"	Grants; Volunteerism; Electronic sign information of next inspection areas; Adopt- a Highway for 304 and 47; Check with DOT on adopted areas and areas needing to be adoption; Community Service work	Legal Challenges



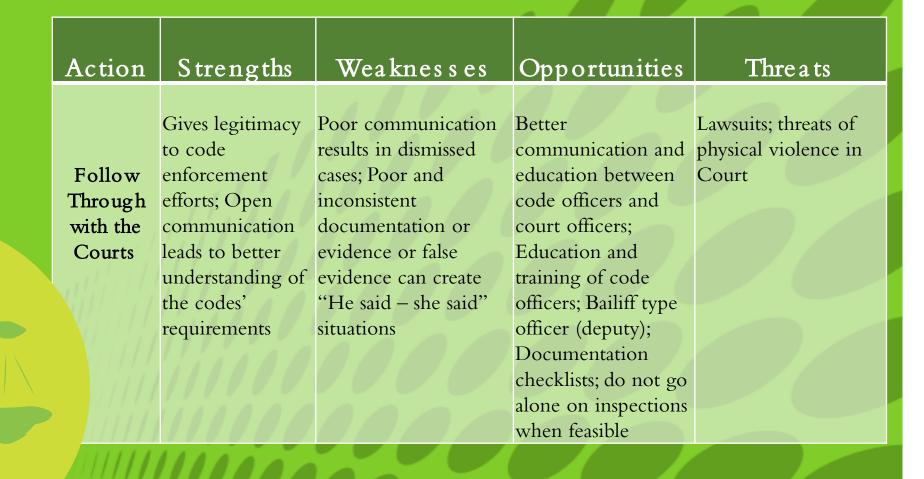
Grid Inspection Setup S.W.O.T

Action	Strengths	Wea knes s es	Opportunities	Threats
Grid Ins pection Setup	High visibility in neighborhoods; Organized; Positive expectations; Raise resident morale; Help to build healthy mindset and develop habits; Increased interest	Sheer volume in each grid; Sheer volume on individual properties; Diverts away from complaints for immediate response outside the grid; Won't clean up until their grid comes up; Complaints about being the last on the grid	Electronic sign information of next inspection areas; Adopt-a Highway for 304	Cost; Wear and tear on vehicles; emergencies; physical threats toward code enforcers; lack of organization

Education S.W.O.T. Analysis

Action	Strengths	Weaknes s es	Opportunities	Thre a ts				
Education	High visibility in neighborhoods; Organized; Positive expectations; Raise resident morale; Help to build healthy mindset and develop habits; Increased interest	Sheer volume in each grid; Sheer volume on individual properties; Diverts away from complaints for immediate response outside the grid; Won't clean up until their grid comes up; Complaints about being the last on the grid	Electronic sign information of next inspection areas; Adopt- a Highway for 304 and 47; Check with DOT					

Follow Through with the Courts S.W.O.T. Analys is



Electronic Reporting S.W.O.T. Analysis

Action	Strengths	Weaknes s es	Opportunities	Thre a ts
Electronic	Organizes complaints and workflow; Better informs the City Officials and Staff; Documents in real time; Good reminder tool; Able to measure program success		Training session; Public Briefings; Utilize library technology; Basic Public knowledge	Hacking: The power grid; Internet failure; Lawsuits; Social Media

PUBLIC SAFETY TASK FORCE

2022 S.W.O.T. Analysis