CITY OF LAS VEGAS

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505-454-1401 FAX: 505-425-7335

MAYOR TONITA GURULE-GIRON

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
June 15, 2016–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **MOMENT OF SILENCE**

V. **APPROVAL OF AGENDA**

VI. **APPROVAL OF MINUTES (May 16, and May 23, 2016)**

VII. **MAYOR'S APPOINTMENTS/REPORTS**

VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)

X. **CITY MANAGER'S REPORT**

XI. **PRESENTATIONS (Not to exceed 10 minutes per person)**

- Presentation by MainStreet de Las Vegas on FY 2015-16 deliverables (Contract #3083-15) and proposed 2016-17 deliverables.

XII. **FINANCE REPORT**

David A. Ulibarri Jr.
Councilor, Ward 1

Vince Howell
Councilor, Ward 2

Barbara Casey
Councilor, Ward 3

David L. Romero
Councilor, Ward 4

XIII. BUSINESS ITEMS

1. Approval/Disapproval to appoint Dwight Torres to the City of Las Vegas Labor Management Relations Board.

   Victoria Lovato, Management Team Representative There is a vacancy on the City of Las Vegas Management Relation Board that the Unions have recommended to fill as per Chapter 48. Labor Management Relations Board.

2. Approval/Disapproval to appoint David Silva, Esq. to the City of Las Vegas Labor Management Relations Board.

   Victoria Lovato, Management Team Representative There is a vacancy on the City of Las Vegas Management Relations Board that the City of Las Vegas Management has recommended to fill as per Chapter 48. Labor Management Relations Board.

3. Approval/Disapproval to appoint Barbara Padilla as the Interim Housing Director.

   Richard Trujillo, City Manager As per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.

4. Approval/Disapproval to accept State Law Enforcement Protection Funds.

   Juan Montano, Police Chief The Las Vegas Police Department respectfully requests permission to accept funding from the Department of Finance and Administration to purchase equipment and advanced officer training and repayment of NMFA loan for police vehicles.

5. Approval/Disapproval to apply for bulletproof vest grant funding.

   Juan Montano, Police Chief The Las Vegas Police Department respectfully requests permission to apply for funding to purchase bullet proof vests for officer safety.

XIV. COUNCILORS' REPORTS

XV. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**

B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**

C. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XVI. ADJOURN

ATTENTION PERSONS WITH DISABILITES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office if the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON MONDAY, MAY 16, 2016 AT 10:00 A.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:	Tonita Gurule-Giroń
COUNCILORS:	David A. Ulibarri, Jr. Vincent Howell David L. Romero Barbara A. Casey
ALSO PRESENT:	Richard Trujillo – City Manager Casandra Fresquez – City Clerk H. Chico Gallegos – City Attorney Juan Montano – Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey thanked God for the day and acknowledged that the Governing Body was gathered to continue the work as representatives of the community and reminded everyone that they are public servants to the community. Councilor Casey expressed that they were here to make sure that services provided to the City would improve their quality of life and asked this in the name of God.

APPROVAL OF AGENDA

Councilor Casey made a motion to appoint Maria Gilvarry as Interim Utility Department Director. Councilor Romero seconded the motion.

Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David L. Romero	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

EXECUTIVE SESSION

Mayor Gurule-Giroń advised there was no need for Executive Session.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri, Jr. seconded the motion.

Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

_____

Mayor Tonita Gurule-Giroń

ATTEST:

_____

Casandra Fresquez, City Clerk

Councilor Casey made a motion to approve the agenda as is. Councilor Howell seconded the motion.

Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	David A. Ulibarri, Jr.	Yes
Vincent Howell	Yes	Barbara A. Casey	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised there was no one signed up for Public Input.

BUSINESS ITEMS

1. Approval/Disapproval to remove Utility Department Director, Ken Garcia.

City Manager Richard Trujillo advised that as per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. D. Department directors are at-will employees who may be suspended or removed by the city manager, subject to approval by the Governing Body.

Councilor Casey made a motion to approve to remove Utility Department Director, Ken Garcia. Councilor Ulibarri, Jr. seconded the motion.

Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

2. Approval/Disapproval to appoint Maria Gilvarry as Interim Utility Department Director.

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON MONDAY, MAY 23, 2016 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurule-Giroń

COUNCILORS: David A. Ulibarri, Jr.
Vincent Howell
David L. Romero
Barbara A. Casey

ALSO PRESENT: Richard Trujillo – City Manager
Casandra Fresquez – City Clerk
H. Chico Gallegos – City Attorney
Juan Montano – Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Gurule-Giroń asked for a moment of silence to recognize and remember Jim Nix, a founding member of the Cabo Lucero Volunteer Fire Department and Ray Moberg, a very prominent person in the community due to their recent passing. Mayor Gurule-Giroń expressed that they would both be dearly missed.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as is. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

City Clerk Fresquez read the motion and advised the motion carried.

APPROVAL OF MINUTES

Approval/Disapproval of minutes for April 19th, April 20th and April 27th, 2016.

Councilor Casey advised that corrections to the minutes for April 20, 2016, Work Session were brought to the attention of City Clerk Fresquez prior to the meeting.

Councilor Howell made a motion to approve the minutes for April 19th, April 20th and April 27th with the amendments. Councilor Casey and Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	David L. Romero	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurule-Giroń advised that she had no appointments although reported that she was working on the committees for the City of Las Vegas, consistent with the City Charter as well as other advisory committees. Mayor Gurule-Giroń added that she had received input from Council regarding the committees and hoped to finalize by Friday.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

City Clerk Fresquez read a recognition on behalf of Mayor Gurule-Giroń and members of the Governing Body to congratulate and recognize Jasmine Yee for being selected to have her artwork featured on the 2016 TADD Calendar.

City Clerk Fresquez read a recognition on behalf of Mayor Gurule-Giroń and members of the Governing Body to congratulate and recognize the students of the Business Professionals of America, who recently competed in the national competition in Boston Massachusetts in May which included: Angel Lucero, Erik Castillo and David Romero.

City Clerk Fresquez read a proclamation on behalf of Mayor Gurule-Giroń along with the City Council proclaiming that Drug Court Month be established during the month of May 2016.

City Clerk Fresquez read a proclamation on behalf of Mayor Gurule-Giroń along with the Governing Body proclaiming the month of May 2016 as "Building Safety Month".

City of Las Vegas Building Inspector Ben Maynes thanked the citizens, contractors, electricians, plumbers and homeowners for their increased participation in making Las Vegas a better and safer place and had hopes of continuing to build in safe environments.

PUBLIC INPUT

Bob Wessely expressed his concern on the unsuccessful negotiations between the City and the Acequia Association regarding the remand water sharing agreement. Mr. Wessely advised Council that with his understanding and information gathered from conversations and obtaining information from the actual 2009 sharing agreement, he drafted a detailed sharing agreement between the City and the Acequias. Mr. Wessely briefly summarized the draft and asked the Governing Body to please consider the draft agreement.

Frank Casey advised he was speaking as a private citizen. Mr. Casey spoke briefly regarding possible pay increases for all City employees and advised that it would take 38.7% increase in salaries to meet parity for City employees. Mr. Casey informed he was asking for a 25% increase for all City employees adding that a great deal of that money would stay in the community and would benefit the GRT. Mr. Casey asked the Governing Body to think about parity and salaries in order to find ways in keeping people in our community, earning proper salaries, and showing them dignity and respect that they deserve.

Emilio Aragon briefly expressed his thoughts regarding many citizens moving away from Las Vegas and taking their money to other cities and added that how important it was to shop locally. Mr. Aragon stated that the City of Las Vegas should be more proactive when it comes to giving local businesses the opportunity to benefit from contracts and RFPs.

Lalo Sanchez advised that he did not get the opportunity to sign in for Public Input due to not being able to find the sign in sheet.

Mayor Gurule-Giroń advised Mr. Sanchez that the procedure for Public Input was to sign in 15-20 minutes prior to the meeting although with no objections from Council allowed to waive the situation this time and allowed Mr. Sanchez to speak under Public Input.

Mr. Sanchez spoke on hopes of the new and previous Council members working together in moving the community forward so that the City prospers and our youth can benefit from. Mr. Sanchez thanked Councilor Casey for her part in the unanimous decision in replacing the previous Utilities Director and changes in other departments as well.

CITY MANAGER'S REPORT

City Manager Richard Trujillo took the opportunity to thank the community for welcoming him to the City Manager's position which he was enjoying and added that he looked forward to moving the city forward in a positive direction.

City Manager Trujillo advised that he would like to see people stay in the community therefore the goal of the Governing Body and the City as a whole would have to do better in improving the quality of life which the community is seeking and added that together with the Council they were working with Department Directors to meet that goal.

City Manager Trujillo stated that he was asking all City employees to take the extra mile in treating our constituents with respect and to try to address all their concerns and added that the city had great potential of bringing many people here with the improvement of promoting the City of Las Vegas.

City Manager Trujillo advised that Community Development Director Lindsey Valdez and City Event Planner Annette Velarde would present a Marketing Plan for the City of Las Vegas.

City Event Planner Velarde gave a detailed overview of the advertising campaign regarding the many aspects of what the City of Las Vegas was promoting with the new branding in collaboration with Cisneros Design. Mrs. Velarde added that she was excited about the direction that the City has taken, regarding tourism and in the results that had already taken place.

BUDGET HEARING PRESENTATION/DISCUSSION

Finance Director Gallegos gave an overview of the Budget Highlights for the Preliminary Budget 2017 which read as follows:

- *City Manager and Finance Director have met and completed Budget Hearing with all Department Directors in early March 2016.*

- *In the General Fund we have projected revenues of $10,943,000.00, a slight decrease from 2016. We continue to monitor the revenues and report to Mayor and Council on a monthly basis.*

- *The hold harmless issue is also being addressed the General Fund. We are anticipating $85,000.00 less revenue. We are waiting for the final DFA formula to assist in the final calculation of the hold harmless.*

- *Cash balances are being monitored daily; however, actual balances will not be available until late June.*

- *We are planning and funding for an extra pay period for fiscal year 2017. This is a cost of at least $500,000.00 for one additional pay period. The City of Las Vegas is not planning for any furloughs, modified and/or abbreviated work schedules.*

- *We have also included a 1% health, dental and vision cost for employer.*

- *We are not recommending any personnel increases other than the .07 increase that is part of the union contract/ordinance. Contract negotiations are in progress. We also experienced a slight increase in the liability insurance. However, deductible costs were higher.*

- *Total salaries and benefits projected for FY 2017 is $15,297,696. This is approximately 29% of the FY 2017 Budget. The total number of full-time employees is 244, part-time employees is 17, and 7 temporary employees. Total number of employees 268.*

- *The primary capital projects are recreation renovation project and the rehabilitation of Bradner Dam. The recreation renovation project is being bid out soon and we should have cost estimates on the project by the end of June.*

- *There are no planned rate increases in any utility accounts.*

Finance Director Gallegos informed that the total debt amount for the City of Las Vegas is $22,190,000.00 and explained that $8,500,000.00 was in the Governmental Funds (General Fund) and $13,660.000.00 was in the Enterprise Funds.

Finance Director Gallegos gave a brief overview of the Budget Request Recapitulation which consisted of a summary of all funds which would soon be submitted to the New Mexico Department of Finance and Administration and added that the final budget would also be submitted to the NMDFA in July 2016.

Finance Director Gallegos informed that the budget amount in the General Fund was $53,812,000.00 and added that revenues were consistent with what had been received in previous years with Enterprise Funds staying the same.

Finance Director Gallegos explained that they had not looked at additional projects but were still working on present projects within the Enterprise funds and informed that they were looking at balances from intergovernmental grants and capital project funds that would be carried over and submitted at the end of July.

Councilor Casey asked what economic factors were impacting the budget either negatively or positively.

Finance Director Gallegos explained that the hold harmless was a huge negative impact to the budget and added that it was going to impact the City by $85,000.00 this year. Finance Director Gallegos advised that she had not been able to calculate the numbers but informed that she had made attempts to contact the DFA to assist with calculation of the City's own numbers and also stated that the lack of construction could be a negative impact to the GRT due to not receiving large GRT dollars.

Finance Director Gallegos advised that the revenues were right on target at 82% as of April 30th although would like to see an increase in the GRT and stated that that would come from economic development.

Councilor Casey asked what the percent amount was of the City's reserves.

Finance Director Gallegos advised that 1/12 % was the amount of the City's reserves recommended by DFA and added that in the future would like to see an increase to possibly closer to 2/12ths percent.

Councilor Casey asked if the Capital Budget reflected the priority projects that were presented at a prior meeting and asked when Council would have the chance to review and re-prioritize the projects.

Finance Director Gallegos explained that the ICIP plan would be brought to Council in August or September in order to have the opportunity to prioritize projects.

Councilor Howell had questions on the FY 2017 Budget Request under the Gross Receipts Local Option regarding a decrease.

Finance Director Gallegos informed that Construction and Hold Harmless fell under the Local Option and explained that the local option was not coming in as they thought it would and advised that they anticipated it coming in at

$2,285,000.00 in 2016. Finance Director Gallegos clarified that there was no increase in Gross Receipts in 2016.

Councilor Howell asked questions regarding an increase under the expenditures in the Judicial Department and Lodger's Tax revenue.

Finance Director Gallegos clarified that the expenditure increase in Judicial was for the reason that a part-time employee came on full time to replace someone who still had sick leave and also due to increasing salaries and benefits because of additional payroll.

Councilor Howell had questions regarding increases in Lodger's Tax revenues.

Finance Director Gallegos addressed the questions regarding Lodger's Tax revenues.

Councilor Howell asked where the 12 million dollar Legislative Funds in the 2017 Preliminary Budget and if anything regarding Storrie Project listed or stated in the budget.

Finance Director Gallegos explained that there have been no authorized signed agreements so therefore nothing had been included in the Budget regarding the Storrie Project.

City Manager Trujillo advised that there had not been any money put aside for the project and added that deliverables had not been discussed which would be necessary to budget for that.

City Manager Trujillo stated that the Resolution put in place was to move forward with negotiations although advised that at this point he would bring more information to Mayor and Council regarding where the amount of 12 million came from and researching tangibles and investments.

City Manager Trujillo advised he would be including more stakeholders of the Gallinas River in the negotiations and added that he wanted to make sure that the City gets their return on the investment and stated that the 12 million dollar amount may change.

Mayor Gurule-Giroń had questions regarding Franchise Fees decreases.

Finance Director Gallegos advised that she would obtain an updated list of the questions regarding the decreases regarding the Franchise Fees.

Discussion took place on the subject of the Library Special Fund on the General Fund.

Mayor Gurule-Giroń had a concern regarding the amount of abatements for 2017.

Finance Director Gallegos informed that liens on the property are filed however the City could not collect until the property was sold.

City Manager Trujillo advised that the City files liens on the property and added that properties were not selling too rapidly so the City has to wait to collect and stated that that is the problem with budgeting for abatements and not collecting on a timely manner.

City Manager Trujillo explained that he would like to meet with the City of Albuquerque to inform of the process of how they handle liens of property.

Mayor Gurule-Giroń stated that a concern in previous years was that the process was not moving quickly enough and not collecting funds and the need to keep refurbishing the fund.

Discussion took place regarding Fiestas expenditures and the Recreation Center Project.

Mayor Gurule-Giroń had a concern on the high amount under the Expenditure Capital Projects Fund.

Finance Director Gallegos clarified that the amount of 5 million dollars was a combination of all the Legislative Appropriation Funds for Capital Projects and advised Mayor and Council that in the future would include a note signifying that it was a combination amount.

Mayor Gurule-Giroń had a question on the salary increases reflecting the majority of the budget and how it would impact the end of the year close out on the budget.

Finance Director Gallegos explained that they were not salary increases but that they added additional payroll to the extra pay period and informed that it would not impact the end of the year (June 30th). Finance Director Gallegos advised there would be no accrual for the following year due to paying off the extra pay period.

Mayor Gurule-Giroń commended Finance Director Gallegos and her staff for a job well done on the preliminary budget.

Finance Director Gallegos advised that the preliminary budget would be submitted to DFA within the next few days and would bring the Resolution back to the Governing Body for their final approval which would include cash balances.

Finance Director Gallegos presented the Finance Budget for April 30, 2016, and advised that the General Fund revenue was at eighty two percent and expenditures were at seventy percent.

Finance Director Gallegos informed that the Recreation Department revenues came in at eighty one percent and expenditures were eighty one percent as well.

Finance Director Gallegos advised that the Enterprise Funds were doing well with the revenue amount at eighty three percent and expenditures coming in at seventy three percent.

Councilor Howell had concerns regarding the unsafe conditions of the exercise equipment and flooring at the Recreation Center.

City Manager Trujillo advised that he was aware of several issues at the Recreation Department and planned to appoint a Director for the Community Services Departments and would meet with Recreation Manager Loretta Martin to discuss the operations, and many maintenance issues.

BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval of application requesting a Restaurant Beer and Wine License with on Premise Consumption only and Patio Service submitted by OGB, LLC, DBA JC's New York Pizza Department, located at 209-211 Plaza Street, Las Vegas, NM 87701, Application #993374.

City Clerk Fresquez advised that Alcohol and Gaming Division had reviewed the reference application and granted preliminary approval; it had been forwarded to the City of Las Vegas in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

Councilor Howell made a motion to conduct a Public Hearing. Councilor Casey seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

City Attorney H. Chico Gallegos asked anyone who wished to speak on the issue, to stand and be sworn in. Casandra Fresquez, Joaquin Garofalo and Emilio Aragon were sworn in.

Joaquin Garofalo advised he was requesting the approval of the beer and wine license at JC' New York Pizza Department and added that additions have made to the business and look forward for the business to thrive and it would be an asset to the city of Las Vegas.

Emilio Aragon asked if JC's New York Pizza was going to expand to the sidewalk and was concerned of the liability due to it being city property.

Mr. Garofalo explained that they had applied for a sidewalk permit and that it would be in compliance with ADA and would also comply with the City ordinance regarding being the signee on liability insurance to the City as an additional signee in case of conflict or issue in that area.

Mr. Aragon asked if the Castaneda and Plaza Hotel were paying the City for marketing.

Event Planner Velarde informed that the City believed that the Castaneda and Plaza Hotel were "icons ", with visible images that people recognize and that was why they were included in the City's marketing plan.

Mr. Garofalo spoke briefly on the importance of business marketing in order to run a successful business.

City Clerk Fresquez advised that zoning and publications requirements had been met and advised that her recommendation was to approve the application.

Councilor Ulibarri, Jr. asked if the business would be congested, as regards to the bowling alley only having three lanes.

Mr. Garofalo added that it would probably would be congested, but stated that unfortunately he did not have funding for additional lanes and informed of all the services that they would be providing to the community.

Councilor Ulibarri, Jr. advised that he was very pleased with what Mr. Garofalo was doing for the youth of the City.

Councilor Howell made a motion to close Public Hearing and accept the record proper. Councilor Romero seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	Vincent Howell	Yes
David L. Romero	Yes	David L. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

Councilor Howell made a motion to reconvene into Regular Session. Councilor Casey seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Vincent Howell	Yes	David L. Romero	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

Councilor Howell made a motion to approve of application requesting a Restaurant Beer and Wine License with on Premise Consumption only and Patio Service submitted by OGB, LLC, DBA JC's New York Pizza Department, located at 209-211 Plaza Street, Las Vegas, NM 87701, Application #993374. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

2. Approval/Disapproval for Out of State Travel to Englewood, Colorado on July 25-29, 2016.

Chief of Police Juan Montano advised that he was requesting approval for one police officer to attend a less than lethal instructor course to be held in Colorado July 26-29, 2016. This training is a requirement by ATF to be able to finalize a purchase of less than lethal products from Combined Tactical Systems.

Chief of Police Montano explained that the person trained would then train the Emergency Response Team and added that the Emergency Response team was created for the purpose of protecting the City of Las Vegas in a possible active shooter situation.

Police Chief Montano explained that per diem and cost of the class would come from the General Fund due the fact of not being able to utilize grant funds received from Law Protection, on the dates of when training classes were being held.

City Manager Trujillo asked what kind of equipment the training would be on.

Chief of Police Montano advised that they would be trained on an array of different types of munitions, combustions, distracting devices and crowd disbursement tools.

Councilor Ulibarri, Jr. asked how many team members were in the Emergency Response Team.

Chief of Police advised there were six team members at the present time with four more in the process of coming in.

Discussion took place on several ways of funding the Emergency Response Team.

Councilor Howell made a motion to approve for Out of State Travel to Englewood, Colorado on July 25-29, 2016. Councilor Romero and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	Vincent Howell	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

3. Approval/Disapproval of Resolution 16-23 requesting application to the New Mexico Historic Preservation Division for a Certified Local Government Grant.

Community Development Director Lindsey Valdez advised that the City of Las Vegas was designated a Certified Local Government in 1986, which made state and federal preservation funds available on an annual basis. The New Mexico Historic Preservation Division (NMHPD) has issued a Notice of Grant Availability to Certified Local Governments with $95,000.00 in competitive grant funds available. Certified Local Government Grants are awarded on a matching basis with the federal NMHPD share up to 50% of the total project costs and the local share 50%. The local share may be cash or in-kind contributions. All awards will be paid by NMHPD on a reimbursement basis only. Community Development Director Valdez advised that they would be receiving funding of $9,000.00 from NMHPD and putting a cash match of $5,500.00.

Community Development Director Valdez gave a brief background on what was applied for under the Historic Design Review Guidelines for the City of Las Vegas.

Councilor Howell asked if the Historic Design Review Guidelines had been approved by the Design Review Board.

Community Development Director Valdez advised that it had been approved by the Design Review Board.

Councilor Casey made a motion to approve Resolution 16-23 requesting application to the New Mexico Historic Preservation Division for a Certified Local Government Grant. Councilor Romero seconded the motion.

Resolution 16-23 was presented as follows:

CITY OF LAS VEGAS
Resolution No. 16-23

RESOLUTION 16-23 AUTHORIZING APPLICATION TO THE NEW MEXICO HISTORIC PRESERVATION DIVISION FOR A CERTIFIED LOCAL GOVERNMENNT GRANT (CLG)

WHEREAS, the City of Las Vegas was designated a Certified Local Government in 1986 and the designation made state and federal preservation funds available on an annual basis; and

WHEREAS, since that time, the City of Las Vegas has applied for Certified Local Government grant monies to implement a variety of preservation related projects; and

WHEREAS, the New Mexico Preservation Division has $95,000 available for Certified Local Government communities for the 2016-17 Grant Program and has issued a Notice of Grant Availability to Certified Local Governments; and

WHEREAS, the application deadline is May 16, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS, that the City of Las Vegas hereby authorizes application to the New Mexico Historic Preservation Division for a Certified Local Government grant.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____

H. Chico Gallegos, City Attorney

Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

4. Approval/Disapproval of request for Proposal (RFP) No. 2016-26 City of Las Vegas Fourth of July Fiestas Sound and Lighting Services to Santa Fe Audio Visual and enter into a contract for the 2016 Fourth of July Fiestas for the amount of $6,742.79.

Event Planner Annette Velarde advised that the City of Las Vegas published RFP No. 2016-26 City of Las Vegas Fourth of July Fiestas Sound and Lighting Services. The RFP was published in the Las Vegas Optic, Santa Fe New Mexican and Albuquerque Journal. The City received one (1) response to the RFP from Santa Fe Audio Visual has provided sound and lighting services for more than fifteen (15) continuous years for the Fourth of July Fiestas. Events Planner Velarde informed that there was a slight difference in the dollar amount due to adding a few more hundred dollars, (not to exceed $7,200.00) for additional last minute needs that the performers may need.

Councilor Casey informed Council that several errors on the contract had already been addressed.

Councilor Casey made a motion to approve of request for Proposal (RFP) No. 2016-26 City of Las Vegas Fourth of July Fiestas Sound and Lighting Services to Santa Fe Audio Visual and enter into a contract for the 2016 Fourth of July Fiestas for the amount of $6,742.79. Councilor Howell seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Vincent Howell	Yes	David L. Romero	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

5. Approval/Disapproval of Resolution 16-22 establishing fees for services provided by the City of Las Vegas Animal Shelter Contractor (Animal Welfare Coalition of Northeastern New Mexico) and repealing Resolution 09-48.

Community Development Director Valdez advised that the City of Las Vegas Code Chapter 118 Animals, Section 5(F) and Section 6 calls for the City to establish by resolution appropriate fees for animal shelter services. In 2009, prior to the City contracting with the Animal Welfare Coalition of Northeastern New Mexico (AWC), Resolution 09-48 was adopted establishing animal shelter fees. In 2013, the AWC was contracted by the City to provide shelter management services, and the AWC has since evaluated the services it provides and the costs associated with these services. The AWC has recommended several modifications to the previously established fees.

Discussion took place pertaining to the cost changes and several services that the Animal Welfare Coalition provided and on more public outreach for the community.

Mayor Gurule-Giroń had concerns regarding the administering of the rabies vaccination to younger dogs at the Animal Shelter.

Animal Services Supervisor Jae Dennis clarified that the rabies vaccine can only be administered by a veterinarian.

Councilor Casey made a motion to approve Resolution 16-22 establishing fees for services provided by the City of Las Vegas Animal Shelter Contractor (Animal Welfare Coalition of Northeastern New Mexico) and repealing Resolution 09-48. Councilor Romero seconded the motion.

Resolution 16-22 was presented as follows:

City of Las Vegas
Resolution 16-22

A Resolution establishing fees for services provided by the City of Las Vegas Animal Shelter Contractor (Animal Welfare Coalition of Northeastern New Mexico) and repealing Resolution 09-48

WHEREAS, City of Las Vegas Code Chapter 118 Animals, Section 5(F) and Section 6 calls for the City to establish by resolution appropriate fees for services provided by the Animal Shelter; and

WHEREAS, the City has contracted the Animal Welfare Coalition of Northeastern New Mexico (AWC) to provide shelter management services; and

WHEREAS, the AWC has evaluated the services it provides and the costs associated with these services; and

WHEREAS, Resolution 09-48 previously established fees under provisions of City Code.

Now therefore be it resolved by the City Council, the Governing Body of the City of Las Vegas, that Resolution 09-48 is hereby repealed, and the following fees are hereby established:

Feed and Care	$15.00/day
Impound Fee	
• First Intake	No Charge
• Second Intake (Fee increase of $25.00 for each intake thereafter)	$25.00
Microchip	$25.00
DA2PPV (canine)	$10.00
Bordetella (canine)	$10.00
Felocell 4 (feline)	$10.00
Dewormer	$5.00
Flea/Tick Treatment	$15.00
Animal Surrender	
• One (1) animal	$25.00
• Litter	$40.00
• Litter w/ mother	$50.00

Personalized ID Tag	$5.00
City License	
• Vetted	$2.00
• Intact	$5.00
Mass Cremation	
• Under 40 pounds	$10.00
• 40 to 80 pounds	$15.00
• Over 80 pounds	$20.00
Private Cremation	
• Small Animals (gerbils, ferrets, rabbits, etc.)	$20.00
• Under 40 pounds	$30.00
• 40 to 80 pounds	$50.00
• Over 80 pounds	$70.00
Trap Rental	
• Feline	$5.00 ($20.00 refundable deposit)
• Canine	$5.00 ($100.00 refundable deposit)
Return to Owner	
• Daily Feed & Care	$15.00
• DA2PPV (canine)	$10.00
• Bordetella (canine)	$10.00
• Dewormer	$5.00
• Felocell 4 (feline)	$10.00
• Dewormer (feline)	$5.00
• State Mandated Spay/Neuter Deposit	$25.00
• License Fee based upon jurisdiction	TBD
• Vet Bill (If animal was injured prior to arriving at shelter and/or if animal was suffering from an illness/disease prior to arriving at shelter)	If Applicable
Adoption Fees (All adoptions include: Microchip, Vaccinations, Deworm, Flea Tick Treatment, S/N Surgery, City License, Heartworm Test, or FIV/FeLeuk, 30 days of Pet Insurance, Starter Food)	
• Canine	$100.00-$250.00
• Feline	$35.00

• Barn Cats	Donation Suggested
Private Dead Animal Pickup	N/A
Veterinarian Quarantine Release	N/A
Skunk Release (Personal Trap)	N/A

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

_____
H. Chico Gallegos, City Attorney

Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara A. Casey	Yes
David L. Romero	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

6. Approval/Disapproval of Resolution No. 16-21.

Interim Utilities Director Maria Gilvarry advised that the City of Las Vegas desires to prepare bid specifications, clean, inspect and perform minor modification to the Cabin Site Tank. The estimated cost of this phase is $150,000.00. The City of Las Vegas does qualify for 0% interest rate on the first $600,000.00 of the project and 2% interest rate for the remaining. The application along with the authorizing resolution must be submitted by June 14, 2016 to move the project forward. The Utility Advisory Committee concurs with staff recommendation.

Councilor Howell had questions pertaining to the drainage of the water in the tan and asked how long the process would take.

Interim Utilities Director Gilvarry advised that all the water would be used, with no waste.

Utilities Project Managers Marvin Cordova and Eric Tapia informed that the design and construction of the project would take about three months to complete and that the rehabilitation was a phase project.

Councilor Ulibarri, Jr. asked questions regarding who would be completing the phase project.

Interim Utilities Director Gilvarry advised that it would be putting out the bid for contractors and advised that they work with Molzen-Corbin engineers, and advised that they had previously worked with D&R Tank.

City Manager Trujillo informed that he had asked Directors to not always settle on the lowest bidder but to consider the most qualified contractor. City Manager Trujillo added that it would be more costly to have to go back and hire another contractor later on to re-do work from someone less qualified.

Mayor Gurule-Giroń took the opportunity to inform that when advertising for bids that the procurement code could be used to the City's advantage by disqualifying bidders based on responsiveness, responsibility and the contractor's performance.

Councilor Casey asked for the location of the Cabin Site Tank and advised that she was in support of the Cabin Site Tank rehabilitation project.

Interim Utilities Director Gilvarry explained that it was located near the area of the Montezuma Castle, north of the City of Las Vegas.

Mayor Gurule-Giroń thanked Interim Utilities Director Gilvarry and staff for their hard work and diligence in the Utilities Department and thanked City Manager Trujillo for his incredible guidance in the Utilities Water Department.

Councilor Casey made a motion to Approve Resolution #16-21 to prepare bid specifications, clean, inspect and perform minor modifications to the Cabin Site Tank. Councilor Ulibarri, Jr. seconded the motion.

Resolution 16-21 was presented as follows:

CITY OF LAS VEGAS
RESOLUTION #16-21

AUTHORIZING THE APPLICATION FOR FINANCIAL ASSISTANCE TO THE NEW MEXICO FINANCE AUTHORITY FOR THE CITY OF LAS VEGAS CABIN SITE TANK REHABILITATION

WHEREAS, the City of Las Vegas has prioritized the rehabilitation of the Cabin Site Tank; and

WHEREAS, the New Mexico Finance Authority is currently soliciting applications for financial assistance for water projects seeking funding from the 2016 State Revolving (SRF) Loan Fund funding cycle; and

WHEREAS, the City of Las Vegas is eligible to apply for funding from the New Mexico Finance Authority; and

WHEREAS, the NM Finance Authority has $69,000 remaining in loan forgiveness subsidy in 2016 SRF funds and $81,000 in zero percent loan funds; and

WHEREAS, the City of Las Vegas desires to clean, inspect and perform minor modifications to the Cabin Site tank and prepare bid specifications for the rehabilitation of the Cabin Site tank; and

WHEREAS, the City of Las Vegas desires to also purchase a mixer to improve water quality in the tank at Cabin Site; and

WHEREAS, the City of Las Vegas desires funding assistance to complete this project from the NM Finance Authority; and

WHEREAS, the NM Finance Authority desires to assure full support of the governing body of each entity desiring to submit such applications for funding assistance; and

WHEREAS, it is in the public interest to give complete and full public notice of the support.

NOW THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF LAS VEGAS approves the submission of an application for up to $150,000 to the New Mexico Water Finance Authority for funding in the 2016 State Revolving Loan Fund funding cycle.

PASSED, APPROVED and ADOPTED THIS _____ day of _____, 2016.

_____
Mayor Tonita Gurule-Giron

ATTEST:

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
H. Chico Gallegos, City Attorney

Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

7. Approval/Disapproval of Taylor Well No. 7-Phase II project change order #2.

Interim Utilities Director Gilvarry advised that the Utilities Department received grant/loan funding from the Water Trust Board in the amount of $878,000.00 (WTB-287) for the Taylor Well Field Expansion Phase II. The total construction cost of the project was $627,316.89 which left $251,316.89 of funding remaining. Any funding not used must be returned to the Water Trust Board. The City asked the funding agency if we could use the remaining funds for the Taylor Well Field ASR project and the funding agency approved the use of funds for the project. The cost of the change order is $227,784.00 which includes $11,000.00 for engineering through Molzen-Corbin & Associates and $216,784.00 for construction through Hays Plumbing & Heating, Inc.

Mayor Gurule-Giroń asked if the $251,316.89 would be enough in order to complete the project.

Interim Utilities Director Gilvarry advised that it would be sufficient for the project and they would not exceed that amount.

Councilor Howell asked if the project on Taylor Well would be going out for bid.

Interim Utilities Director Gilvarry informed that it was an existing project therefore Hays Plumbing & Heating Inc. would continue on the project.

Councilor Casey made a motion to approve of Taylor Well No. 7-Phase II project change order #2. Councilor Romero and Councilor Howell seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

COUNCILOR'S REPORTS

Councilor Casey reported that Councilor Ulibarri, Jr. and she had previously attended their first training session at the Municipal Office Leadership Institute in Santa Fe and advised that she brought back information regarding motions relating to Executive Session/Business Items and additional informational material for the City Attorney. Councilor Casey thanked Matt Griego, Martin Gonzales, Maria Perea, Ann Marie Gallegos and Chico Gallegos in assisting her in several constituent requests and added that she would continue to do her best as a servant to constituents while also serving the City as a Council member.

Councilor Ulibarri, Jr. advised that he was grateful for the training and had learned a great deal. Councilor Ulibarri, Jr. added that he was here to get familiar with the City, Directors and the Governing Body and was ready to go back to training in September.

Councilor Howell reported that he was looking forward to working as a team with open discussion in order to meet the needs of the community and thanked Directors Matt Griego and Martin Gonzales for helping him in addressing several community members' needs and added that he was eager to review marketing stats.

EXECUTIVE SESSION

City Manager Trujillo advised there was no need for Executive Session.

ADJOURN

Councilor Howell made a motion to adjourn. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurule-Giroń asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

_____

Mayor Tonita Gurule-Giroń

ATTEST:

_____

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6-8-16 **DEPT: Community Development** **MEETING DATE: 6-15-16**

ITEM/TOPIC:
Presentation by MainStreet de Las Vegas on FY 2015-16 deliverables (Contract #3083-15) and proposed 2016-17 deliverables.

ACTION REQUESTED OF COUNCIL:
N/A

BACKGROUND/RATIONALE:
MainStreet de Las Vegas works to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts which consist of three districts listed on the National and Local Registers of Historic Places: Railroad District, New Town/Douglas Avenue District and Old Town /Plaza District.

STAFF RECOMMENDATION:
N/A

COMMITTEE RECOMMENDATION:
N/A

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

MAINSTREET DE LAS VEGAS
FY 2016-17 CONTRACT PROPOSAL
SCOPE OF WORK

1. Contractor shall continue to facilitate economic positioning, to include coordination and identification of funding sources for catalytic projects, such as the Railroad District "Great Blocks on MainStreet" project, Farmer's Market development at the Old Safeway Parking Lot, E. Romero Hose & Fire Building re-use as a fire truck and acequia museum, collaboration with the Las Vegas Arts Council on the re-use of the U7 building as a community art space, and assistance to Castaneda Hotel owner with the next NMFA grant proposal for New Market Tax Credits.

2. Contractor shall follow up with the application to NMFA to update the City's Downtown Action Plan/MRA.

3. Contractor shall work with existing and potential building owners to assist with State Tax Credit applications for the renovation and re-use of buildings.

4. Contractor shall coordinate meetings with the New Mexico MainStreet consultant to review MRA/TIF financing.

5. Contractor shall coordinate/facilitate between the City of Las Vegas and PNM to move the City offices to the PNM Building in the Railroad District.

6. Contractor shall continue to manage and implement façade/streetscape improvement projects that may include providing support and assistance for Façade Squad improvements to the exterior of vacant buildings, completing the shade structure at the rear of the Bridge Street Breezeway, improving Carnegie Library exterior gutters and wood trim, implementing the Center Block Garden, researching funding opportunities for the Lion Park Fountain gazebo covering, and assisting with fundraising efforts to purchase street furniture (trash receptacles, benches and trees). In addition, Contractor shall continue to collaborate on Riverwalk Improvement funding opportunities.

7. Contractor shall work collaboratively with the City's Design Review Board and shall make recommendations on CH Overlay expansion within the MainStreet Corridor. Contractor shall research and recommend changes to the Cultural Historic Preservation ordinance to address uniformity of paint colors and building signage.

8. Contractor shall research and recommend changes to the Vacant Building ordinance.

9. Contractor shall maintain an updated website that includes the mission and goals of the organization, as well as past and current projects.

10. Contractor shall continue to promote businesses and events through social media to be updated weekly with project updates, community events/announcements, downtown business promotion, etc. Contractor shall continue to serve on City Marketing Committee to coordinate event planning and marketing efforts through #damnauthentic and continue as a 'Branch Champion' for "Old Trails, New Adventures."

11. Contractor shall employ a student intern to assist with website maintenance and updates, project coordination and volunteer recruitment to promote Las Vegas as a "college town."

12. Contractor shall facilitate and manage the annual Electric Light Parade (first Saturday in December), to include theme development, coordination of parade application, judges, awards, business notifications, etc. Contractor shall work with the City on street closures and will communicate with other coordinating agencies, to include PNM. Contractor shall arrange event marketing and promotion with the City's Event & Marketing Manager. Contractor shall promote MainStreet corridor businesses by encouraging shops to extend hours through the parade.

13. Contractor shall respond to funding opportunities that support the Contract Scope and shall support MainStreet Capital Outlay lobbying efforts.

Agreement / Contract
No. 3083-15
City of Las Vegas
Date

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
MAINSTREET DE LAS VEGAS

This contract entered into this 5 day of August, 2015, and effective **July 1, 2015**, thru **June 30, 2016**, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and MainStreet de Las Vegas, a corporation, hereinafter called "Contractor."

WHEREAS, the Contractor is a non-profit corporation, incorporated on September 28, 2005, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. The three districts on the National and Local Registers of Historic Places are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

WHEREAS, after successful application with New Mexico MainStreet, MainStreet de Las Vegas pledged to follow the Four Point Approach as defined by the National MainStreet Organization. The MainStreet Four Point Program contains the following elements essential to a successful program:

> ***Design:*** Developing and implementing a vision to enhance pedestrian and landscaping amenities, improved parking, wayfinding signage, façade renovations and beautification of the Corridor.
>
> ***Economic Positioning:*** Implementing assistance to business owners in the form of inventory niches, financing, building renovation using state and federal tax credit assistance, identifying and applying for grant monies, identifying re-use of vacant buildings, and inventory of all buildings on the Corridor.
>
> ***Promotion:*** Implementing a marketing strategy to promote and market Las Vegas' historical and cultural assets and the businesses in the three historic downtown districts to bring needed Gross Receipts Tax and Lodgers Tax monies to the City.
>
> ***Organization:*** Ensuring the board and staff of MainStreet de Las Vegas operate in such a way to effectively realize the goals of MainStreet de Las Vegas through newsletters to the community, website creation and attendance at quarterly New Mexico MainStreet conferences.

WHEREAS, the City commits financial support for the next twelve (12) months in the amount of **$35,000** for the year to be paid to the Contractor under the terms and conditions of this Contract and **$5,000** in in-kind services (office space, to include utilities, and use of Train Depot conference room when available).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under I. Scope of Work below) has been completed and services provided the City according to the schedule indicated below. Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice. The Contractor shall submit reports and original invoices to the Community

Initial: CC
Date: 8-15

Development Department with a copy to the City Manager's office. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

I. SCOPE OF WORK

1. Contractor shall maintain an updated website that includes the mission and goals of the organization, as well as past and current projects. Contractor shall coordinate with the City's IT Specialist to add a MainStreet de Las Vegas link on the Economic Development page of lasvegasnm.gov. Contractor shall circulate a quarterly newsletter utilizing a mass mailing system that allows readers to sign-up on the MainStreet de Las Vegas website. Contractor shall also maintain both Facebook and Twitter accounts to be updated weekly with project updates, community events/announcements, downtown business promotion, etc.

   a. *Contractor shall report quarterly on the status of the project (See Section III)*

2. Contractor shall continue to facilitate Economic Positioning, to include the development coordination for catalytic projects, such as the Downtown Movie Theater, Community Performing Arts Theater, Douglas Square Improvements, Railroad District and Trolley Transportation System.

   a. *Contractor shall report quarterly on the status of the project (See Section III)*

3. Contractor shall continue to manage and implement façade/streetscape improvement projects that may include providing support and assistance for the completion of the E. Romero Hose & Fire building renovation, the restoration of Lion Park, sidewalk beautification (planters, trash receptacles, benches, etc.), outdoor downtown business expansion, community garden, Railroad District gateway, LV brand wayfinding and LV brand pole banners.

   a. *Contractor shall report quarterly on the status of this project (See Section III)*

4. Contractor shall facilitate a student internship program, coordinating with local educational institutions to offer course credit to participating students. Contractor shall support the local higher educational institutions by promoting Las Vegas as a "college town."

   a. *Contractor shall report quarterly on the status of the project (See Section III)*

5. Contractor shall work collaboratively with the City's Design Review Board and shall make recommendations on CH Overlay expansion within the MainStreet Corridor.

   a. *Contractor shall report quarterly on the status of the project (See Section III)*

6. Contractor shall respond to funding opportunities that support the Contract Scope and shall support MainStreet Capital Outlay lobbying efforts.

   a. *Contractor shall report quarterly on the status of the project (See Section III)*

Initial: CC
Date: 8-5-15

II. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work, as well as the goals of the City's Comprehensive Master Plan and Downtown Action Plan, through a collaborative effort between public and private sectors. With consideration to all aspects of the Scope of Work, **Contractor will act as a "Brand Champion," promoting Las Vegas' brand *New Adventures Down Old Trails***.

III. DELIVERABLES

Contractor will submit to the Community Development Director a status/activity report and invoices on a quarterly basis for review and approval prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work.

IV. PAYMENT

Payment to the Contractor shall be quarterly in the amount of **eight thousand seven hundred and fifty dollars ($8,750.00) each quarter**. The first payment is due with a signing of the contract and shall be deemed to cover the period from **July 1, 2015**, to **September 30, 2015**. Subsequent payments shall be made on a quarterly basis. The Contractor may submit an invoice for **$8,750.00** with each quarterly report. The first such report shall be submitted on **July 1, 2015**. Subsequent reports shall be submitted in the month following the end of the calendar quarter throughout the term of this contract. With proper notice, the Contractor may be requested to present at a meeting of the governing body on the status/progress of this Contract. Payment will be made to the Contractor within ten (10) days of the approval of invoices.

Office space and use of the Train Depot Conference Room (must be prearranged with Depot staff) will be provided as in-kind by the City totaling $5,000 ($416.66/month).

V. INSURANCE

Contractor will furnish City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

VI. HOLD HARMLESS

Contractor shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this

Initial: ECC
Date: 8-5-15

Contract. The Contractor and the City shall in like manner hold harmless the Contractor and its employees for acts or omissions of the Contractor and City or its employees, officers or agents.

VII. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and /or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City. In addition, at such times and in such form as the City Council may require, Provider shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

VIII. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct, personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

IX. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Provider's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

X. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

XI. ASSIGNMENT

Contractor shall not assign any interest in this Contract excluding payments for services by the Contractor as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

XII. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

Initial: CC
Date: 8-5-13

XIII. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

XIV. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

XV. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

XVI. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

XVII. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

XVIII. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

Initial: CC
Date: 8-5-15

XIX. INDEMNIFICATION

Contractor agrees to indemnify and defend the City from all claims, demands, actions, damages, costs, interest, attorney fees, and all other liabilities and expenses of any kind, from any source, which may arise out of the performance by Contractor of this Contract.

XX. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

XXI. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

XXII. TERM

The term of this Contract will be twelve (12) months and may be renewed annually on the anniversary date of the Contract unless notice of termination has been given to the Contractor sixty (60) days prior to the anniversary date of the Contract. Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least sixty (60) days prior to the anniversary date.

XXIII. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

Initial: CC
Date: 8-5-15

PASSED, APPROVED AND ADOPTED this 5 day of August, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

MainStreet de Las Vegas

Initial: JC
Date: 8-5-15

AMENDMENT TO AGREEMENT #3083-15
WITH MAINSTREET DE LAS VEGAS

The Addendum to Agreement entered into this 23 day of September, 2015, and effective July 1, 2015, thru June 30, 2016, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and MainStreet de Las Vegas, a corporation, hereinafter called the "Contractor."

WHEREAS, on August 5, 2015, the City entered into an agreement with the Contractor for the purpose of stimulating economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts; and

WHEREAS, the City wishes to add additional services to the annual agreement that will allow for the planning and implementation of the Las Vegas Electric Light Parade.

NOW THEREFORE, the parties agree as follows:

- Contractor shall facilitate and manage the annual Electric Light Parade (first Saturday in December), to include developing a theme, coordinating parade applications, judges, awards, business notification, etc.

- Contractor shall work with the City on street closures and will communicate with other coordinating agencies, to include PNM. Contractor shall arrange event marketing and promotion with the City's Event & Marketing Manager.

- Contractor shall promote MainStreet corridor businesses by encouraging shops to extend hours through the parade.

- Contractor shall report directly to the City Event & Marketing Manager and shall submit monthly status/activity reports, to include an event budget breakdown, for review and approval prior to the City making payment to the Contractor.

- Contractor shall be compensated for the additional services in the amount of $5,000, to be paid following completion of the event.

- All provisions of the August 5, 2015, contract shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 23 day of September, 2015.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

MainStreet de Las Vegas

GENERAL FUND REVENUE COMPARISON
THRU MAY 31, 2016 92% OF YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2016

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	(E/B) FY 2016 % REV
PROPERTY TAX	1,350,000	1,350,000	1,237,500	1,391,886	1,179,242	87%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	3,254,167	3,372,528	3,285,395	93%
FRANCHISE TAX	800,000	800,000	733,333	845,587	750,961	94%
GROSS RECEIPT TAX .75	2,585,000	2,585,000	2,369,583	2,219,100	2,122,910	82%
1/8 INFRASTRUCTURE	350,000	350,000	320,833	337,769	332,919	95%
GRT .25 (JAN 2011)	680,000	680,000	623,333	664,189	629,759	93%
GRT -HOLD HARMLESS (JULY 2015	-	(85,000)	-77,917	-	(70,833)	83%
LICENSE & FEES	63,000	71,600	65,633	59,636	95,252	133%
INTERGOVERNMENTAL	65,000	66,000	60,500	71,506	70,414	107%
LOCAL-FINES	87,400	62,100	56,925	71,177	56,044	90%
LOCAL-MISC	1,657,930	1,657,230	1,519,128	1,699,180	1,735,941	105%
TOTAL	11,188,330	11,086,930	10,163,019	10,732,558	10,188,004	92%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

GENERAL FUND EXPENDITURE COMPARISON
THRU MAY 31, 2016 92% OF YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2016

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	(E/B) % BDGT
JUDICIAL	281,456	282,087	258,580	288,156	262,208	19,879	93%
EXECUTIVE	479,970	480,602	440,552	440,030	379,682	100,920	79%
ADMINISTRATION	253,986	247,913	227,254	210,082	221,575	26,338	89%
CITY ATTORNEY	206,938	213,770	195,956	214,297	192,377	21,393	90%
PERSONNEL/HR	253,741	274,354	251,491	258,657	254,383	19,971	93%
FINANCE	572,076	569,608	522,141	541,037	498,697	70,911	88%
COMMUNITY DEV.	466,064	567,364	520,084	435,919	393,891	173,473	69%
POLICE	4,072,107	3,928,874	3,601,468	3,562,200	3,069,270	859,604	78%
CODE ENFORCEMENT	167,755	168,661	154,606	129,052	114,262	54,399	68%
ANIMAL SHELTER	129,000	133,690	122,549	133,687	113,269	20,421	85%
FIRE	1,320,485	1,276,366	1,170,002	1,162,726	1,074,429	201,937	84%
PUBLIC WORKS/AIRPORT	705,474	492,606	451,556	579,481	379,671	112,935	77%
PARKS	0	305,020	279,602	0	177,998	127,022	58%
AIRPORT	120,476	0	0	84,281	0	0	0%
LIBRARY	198,041	201,256	184,485	189,396	169,575	31,681	84%
MUSEUM	183,146	192,888	176,814	135,221	114,671	78,217	59%
GENERAL SERVICES	2,609,609	2,649,000	2,428,250	2,013,579	1,689,279	959,721	64%
SALARY CONTINGENCY	80,000	50,000	45,833	0	38,853	11,147	78%
TRANSFERS	355,128	505,058	462,970	355,128	473,614	31,444	94%
TOTAL	12,355,452	12,539,117	11,494,191	10,732,929	9,617,704	2,921,413	77%

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU MAY 31, 2016 -92% OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2016

	A	B	C	D	E	G (E/B)
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	% REV
WELLNESS CENTER	115,000	100,000	91,667	91,337	107,784	108%
OPEN SWIM	10,000	0	0	504		0%
YAFL	8,000	6,000	5,500	4,472	2,030	34%
YABL	18,000	20,000	18,333	21,284	19,011	95%
SUMMER FUN PROGRAM	30,000	20,000	18,333	20,092	10,240	51%
RECREATION-OTHER	45,300	49,000	44,917	52,227	28,791	59%
GEN FUND TRANSFER	450,000	400,000	366,667	450,000	366,667	92%
TOTAL	676,300	595,000	545,417	639,916	534,523	90%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU MAY 31, 2016 -92% OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2016

	A	B	C	D	E	F	H (E/B)
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	681,723	552,495	506,454	525,338	487,433	65,062	88%
YAFL	2,500	3,500	3,208	3,791	2,964	536	85%
YABL	5,850	6,630	6,078	2,853	5,823	807	88%
OTHER OPERATING EXP.	85,750	66,610	61,059	63,826	56,610	10,000	85%
CAPITAL OUTLAY	4,500	4,000	3,667	5,129	2,187	1,813	55%
TOTAL	780,323	633,235	580,465	600,937	555,017	78,218	88%

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU MAY 31, 2016 -92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2016

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 YTD - ACTUAL	FY 2016 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	2,761,000	2,826,738	2,591,177	2,746,113	2,588,383	92%
NATURAL GAS (620)	5,522,000	5,673,019	5,200,267	5,466,778	4,919,909	87%
SOLID WASTE (630)	3,133,500	3,547,294	3,251,686	3,102,767	3,286,008	93%
WATER (640)	4,602,850	4,742,650	4,347,429	4,631,871	4,446,671	94%
Total of Enterprise Funds	16,019,350	16,789,701	15,390,559	15,947,529	15,240,971	91%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU MAY 31, 2016 -92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2016

Budget to

	A	B	C	D	E	F	H
	FY 2015 BUDGET	FY 2016 BUDGET	FY 2016 YTD - BUDGET	FY 2015 ACTUAL	FY 2016 YTD - ACTUAL	FY 2016 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	2,761,000	2,663,075	2,441,152	2,627,866	2,129,970	533,105	80%
NATURAL GAS (620)	5,522,000	6,178,945	5,664,033	5,251,844	4,587,990	1,590,955	74%
SOLID WASTE (630)	3,091,854	3,330,517	3,052,974	2,802,509	2,516,329	814,188	76%
WATER (640)	4,941,528	6,800,813	6,234,079	4,506,829	5,944,874	855,939	87%
Total of Enterprise Funds	16,316,382	18,973,350	17,392,238	15,189,048	15,179,163	3,794,187	80%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/ 09/ 2016 DEPT: Human Resource MEETING DATE: 6/15/2016

ITEM/TOPIC: Recommendation by Union Representatives to appoint Dwight Torres to the City of Las Vegas Labor Management Relations Board.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to appoint Dwight Torres to the City of Las Vegas Labor Management Relations Board.

BACKGROUND/RATIONALE: There is a vacancy on the City of Las Vegas Management Relation Board that the Unions have recommended to fill as per Chapter 48. Labor Management Relations Board.

STAFF RECOMMENDATION: Approve and appoint Dwight Torres to the City of Las Vegas Labor Management Relations Board.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
MAYOR

SUBMITTER'S SIGNATURE

Richard Trujillo
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

H. Chico Gallegos
CITY ATTORNEY
Approved as to Legal Sufficiency Only

Approved to form 4-1-2009

June 7, 2016

Mrs. Victoria Lovato
Human Resource Department
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, N.M. 87701

Dear Mrs. Lovato,

AFSCME Local 2851, Las Vegas Police Officers Association Meadow City Lodge #20, and LAFF Local 4625 have convened and have decided that we would like to recommend the appointment of Mr. Dwight Torrez as a representative of our Unions in the Labor Management Board. Mr. Torrez has been an active member of the community for a long time. He is well informed in labor laws and other laws that govern our Union members. We have a unanimous decision to appoint Mr. Dwight Torrez to the Labor Management Board.

If you have any questions or concerns please contact Floyd R. Lovato, AFSCME Local 2851 President @ (505) 426-3276. Thank you for your time.

Sincerely,

Floyd R. Lovato

Floyd R. Lovato, AFSCME Local 2851 President

David Cordova

David Cordova, Las Vegas Police Officers Association Meadow City Lodge #20 President

Joseph J. Garofalo

Joseph Garofalo, LAFF Local 4625 President

Chapter 48. Labor Management Relations

[HISTORY: Adopted by the City Council of the City of Las Vegas 12-21-2005 by Ord. No. 05-47.[1] Amendments noted where applicable.]

GENERAL REFERENCES

Officers and employees — See Ch. **59**.
Personnel rules — See Ch. **66**.

[1] *Editor's Note: Section 22 of this ordinance provided an effective date of 12-26-2005. This ordinance also superseded former Ch. 48, Labor Management Relations, adopted 4-14-1994 by Ord. No. 82-26.*

§ 48-1. Short title.

This chapter may be cited as the "City of Las Vegas Labor Management Relations Ordinance."

§ 48-2. Purpose.

The purpose of the Labor Management Relations Ordinance is to guarantee employees the right to organize and bargain collectively with their employer; to protect the rights of the employer and the employees and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the obligation of the employer and the employees to provide orderly and uninterrupted services to the citizens.

§ 48-3. Conflicts.

A. In the event of conflict with other City of Las Vegas ordinances, the provisions of the City of Las Vegas Labor Management Relations Ordinance shall supersede other previously enacted ordinances.

B. City of Las Vegas sanctioned rules and regulations, administrative directives, departmental rules and regulations, and workplace practices shall control unless there is a conflict with a collective bargaining agreement. Where a conflict exists, the collective bargaining agreement shall control.

§ 48-4. Definitions.

As used in the Labor Management Relations Ordinance the following terms shall have the meanings indicated:

APPROPRIATE BARGAINING UNIT
A group of employees designated by the Board for the purpose of collective bargaining.

BOARD
The City of Las Vegas Labor Management Relations Board.

CERTIFICATION
The designation by the Board of a labor organization as the exclusive representative for all employees in an appropriate bargaining unit.

COLLECTIVE BARGAINING
The act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours, and other terms and conditions of employment.

CONFIDENTIAL EMPLOYEE
A person who devotes a majority of his/her time to assisting and acting in a confidential capacity with respect to a person who formulates, determines, and effectuates management policies.

EMERGENCY
A one-time crisis that was unforeseen and unavoidable.

EMPLOYEE
A regular, nonprobationary employee of the City of Las Vegas.

EMPLOYER
City of Las Vegas.

EXCLUSIVE REPRESENTATIVE
A labor organization that, as a result of certification by the Board, represents all employees in an appropriate bargaining unit for the purposes of collective bargaining.

FAIR SHARE
The payment to a labor organization which is the exclusive representative for an appropriate bargaining unit by an employee of that bargaining unit who is not a member of that labor organization equal to a certain percentage of membership dues. Such figure is to be calculated based on United States and New Mexico statutes and case law identifying those expenditures by a labor organization which are permissibly chargeable to all employees in the appropriate bargaining unit under United States and New Mexico statutes and case law, including, but not limited to, all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit, servicing such contract, and representing all such employees in grievances and disciplinary actions.

GOVERNING BODY
The City of Las Vegas Council.

IMPASSE
Failure of the employer and an exclusive representative, after good faith

bargaining, to reach agreement in the course of negotiating a collective bargaining agreement.

LABOR ORGANIZATION

Any employee organization one of whose purposes is the representation of public employees in collective bargaining and in otherwise meeting, consulting, and conferring with employers on matters pertaining to employment relations.

LOCKOUT

An act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative.

MANAGEMENT EMPLOYEE

An employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering, or effectuating management policies. An employee shall not be deemed a management employee solely because the employee participates in cooperative decisionmaking programs on an occasional basis.

MEDIATION

Assistance by an impartial third party to resolve an impasse in contract negotiation between the employer and an exclusive representative through interpretation, suggestion and advice.

PROFESSIONAL EMPLOYEE

An employee whose work is predominantly intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

STRIKE

An employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

SUPERVISOR

An employee who devotes a majority amount of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees, and who has the authority in the interest of the employer to hire, promote, or discipline other employees or to recommend such actions effectively. This definition does not include individuals who perform merely routine, incidental, or clerical duties or who occasionally assume supervisory or directory roles or whose duties are substantially similar to those of their subordinates and does not include lead employees or employees who occasionally participate in peer review or evaluation of employees.

§ 48-5. Rights of employees.

Employees, other than management, supervisory, confidential, and probationary employees, may form, join, or assist any labor organization for the purpose of collective bargaining through a representative chosen by the employees without interference, restraint, or coercion. Employees also have the right to refuse to form, join, or assist any labor organization.

§ 48-6. Management rights.

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:

A. To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;

B. To determine qualifications for employment and the nature and content of personnel examinations;

C. To take actions as may be necessary to carry out the mission of the employer in emergencies; and

D. The employer retains all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.[1]

[1] *Editor's Note: See NMSA 1978, § 10-7E-1 et seq.*

§ 48-7. Labor Management Relations Board created; terms.

A. The Labor Management Relations Board is hereby created. The Board shall be composed of three members appointed by the Mayor and approved by the City Council. One member shall be appointed on the recommendation of individuals representing labor, one member shall be appointed on the recommendation of the City Manager, and one member shall be appointed on the recommendation of the first two appointees.

B. Board members shall serve for a period of one year with terms commencing in the month of September, except in the initial appointment, which will be a shorter term, effective the same day as this chapter. Vacancies shall be filled in the same manner as the original appointment, and such appointments shall only be made for the remainder of the unexpired term. A Board member may serve an unlimited number of terms.

C. During the term of appointment, no Board member shall hold or seek any other political office or public employment or be an employee of a union, an organization representing public employees, or a public employer.

D. Each Board member shall be paid per diem and mileage in accordance with

the provisions of the Per Diem and Mileage Act.[1]

[1] *Editor's Note: See NMSA 1978, § 10-8-1 et seq.*

§ 48-8. Powers and duties of Board.

A. The Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the Labor Management Relations Ordinance, including the establishment of procedures for:

(1) The designation of appropriate bargaining units;

(2) The selection, certification, and decertification of exclusive representatives; and

(3) The filing, hearing, and determination of complaints of prohibited practices. This does not apply to negotiation impasses or grievances subject to the required negotiated grievance process.

B. The Board shall:

(1) Hold hearings and make inquiries necessary to carry out its functions and duties;

(2) Request from employers and labor organizations the information and data necessary to carry out the functions and responsibilities of the Board.

C. The Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence, or documents relevant to the matter in question. The Board may prescribe the form of the subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the District Court. The Board may administer oaths and affirmations, examine witnesses, and receive evidence. Subject to the approval of funds, the Board may contract with a third party to assist it in carrying out its functions.

D. The Board shall decide all issues by majority vote and shall issue its decisions in the form of written orders and opinions. The decisions of the Board on interpretation and applications of the chapter are final and binding on the parties subject to the appeal process provided in § **48-20**. The Board's hearing authority does not apply to negotiation impasses or issues dealing with the collective bargaining agreement where a grievance procedure has been negotiated for that purpose by the parties as required by law.

E. The Board has the power to enforce provisions of the City of Las Vegas Labor Management Relations Ordinance and the Board's Labor Management Relations Rules and Regulations through the imposition of appropriate administrative remedies.

F. The Board shall have no power to promulgate policy other than for its own operation.

G. No rule or regulation promulgated by the Board shall require, directly or

indirectly, as a condition of continuous employment, any employee covered by the Labor Management Relations Ordinance to pay money to any labor organization that is certified as an exclusive representative. This issue of fair share shall be a permissive as opposed to a mandatory subject of bargaining between the employer and the exclusive representative.

§ 48-9. Hearing procedures.

A. The Board may hold hearings for the purposes of:

(1) Information gathering and inquiry;

(2) Adopting rules and regulations; and

(3) Adjudicating disputes and enforcing the provisions of the Labor Management Relations Ordinance, and rules and regulations adopted pursuant to the ordinance.

B. The Board shall adopt regulations setting forth procedures to be followed during hearings of the Board. Such regulations shall meet minimal due process requirements of the state and federal constitution.

C. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the Board of a written notice together with a copy of the charges and relief requested.

D. All adopted rules and regulations shall be filed in accordance with applicable laws.

E. A verbatim record made by electronic or other suitable means shall be made of every rulemaking and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. The party requesting the transcript shall pay for the transcription. In the case of judicial review, the payment shall be made by the party filing the appeal.

F. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses and paying its representative for hearings under this chapter.

G. No regulation proposed to be adopted by the Board that affects any person or governmental entity outside of the Board and its staff shall be adopted, amended, or repealed without public hearing and comment on the proposed action before the Board. The public hearing shall be held after notice of the subject matter of the regulation, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views, and the method in which copies of the proposed regulation, proposed amendment, or repeal of an existing regulation may be obtained. All meetings shall be held at a City facility. Notice shall be published once at least 30 days prior to the hearing date in a newspaper of general circulation in the City of Las Vegas, and notice shall be mailed at least 30 days prior to the hearing date to all persons who have made a written request for advance notice of hearings.

§ 48-10. Appropriate bargaining units.

A. The Board shall, upon receipt of a petition for a representation election filed by a labor organization, designate the appropriate bargaining unit. Appropriate bargaining units shall be established on the basis of occupational groups or clear and identifiable community of interest in employment terms, employment conditions, and related personnel matters among the employees involved. Occupational groups shall generally be identified as blue collar, secretarial clerical, technical, para-professional, professional, corrections, firefighters, and police officers. Department, craft, or trade designations other than as specified above shall not determine bargaining units. The parties, by mutual agreement and approval of the Board, may further consolidate occupational groups. The essential factors in determining appropriate bargaining units shall include the principles of efficient administration of government, the history of collective bargaining, and the assurance to employees of their rights guaranteed by the chapter.

B. If the labor organization and the employer cannot agree on the appropriate bargaining unit within 30 days, the Board shall hold a hearing concerning the composition of the bargaining unit. Any agreement as to the appropriate bargaining unit between the employer and the labor organization is subject to the approval of the Board.

C. The Board shall not include in any appropriate bargaining unit probationary, supervisory, managerial, or confidential employees.

§ 48-11. Elections.

A. Whenever, in accordance with regulations prescribed by the Board, a petition is filed by a labor organization containing the signatures of at least 30% of the employees in an appropriate bargaining unit, the Board shall post a notice to affected employees regarding the filed petition and proceed with the process for conducting a secret ballot representation election.

B. Once a labor organization has filed a petition with the Board requesting a representation election, other labor organizations may seek to be placed on the ballot. Any labor organization may file a competing petition containing the signatures of not less than 30% of the employees in the appropriate bargaining unit no later than 10 calendar days after the Board has posted a written notice that a petition for a representation election has been filed by a labor organization.

C. All representation elections shall include the option for "no representation," except in a runoff election where the choice of "no representation" was not one of the two choices that received the highest votes.

D. In the event of an election with two or more labor organizations on the ballot and none of the choices on the ballot received a majority of the votes cast, then a runoff election shall be held within 15 calendar days. The choices on the runoff election shall consist of the two choices which

received the greatest number of votes in the original election.

E. A valid election requires that at least 40% of the eligible employees in an appropriate bargaining unit cast a vote. In an election with only one labor organization, and the majority of the votes cast are in favor of representation, the Board shall certify that labor organization as the exclusive representative for all the employees in the bargaining unit.

F. No election shall be conducted if an election has been conducted in the twelve-month period immediately preceding the proposed representation election. No election shall be held during the term of an existing collective bargaining agreement, except as provided in § **48-13B** of this chapter, or after the expiration of the third year of a collective bargaining agreement with a term of more than three years.

G. Election disputes shall be resolved by the Board.

H. As an alternative to the provisions of Subsection **A** of this section, the employer and a labor organization with a reasonable basis for claiming to represent a majority of the employees in an appropriate bargaining unit may establish an alternative appropriate procedure for determining majority status. The procedure may include a labor organization's submission of authorization cards from a majority of the employees in an appropriate bargaining unit. The local board shall not certify an appropriate bargaining unit if the employer objects to the certification without an election.

§ 48-12. Exclusive representation.

A labor organization that has been certified by the Board as the exclusive representative for employees in an appropriate bargaining unit shall represent all employees in the bargaining unit. The exclusive representative shall act for all employees in the bargaining unit and negotiate a collective bargaining agreement covering all employees in the bargaining unit. The exclusive representative shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership or nonmembership in the labor organization. The existence of an exclusive bargaining representative shall not prevent employees from taking their grievances through the grievance process or filing prohibited practices with the Board. Any settlement of a grievance or relief given on a prohibited practice brought by an individual shall not be inconsistent with or in violation of the collective bargaining agreement in effect between the employer and the exclusive representative or inconsistent with or in violation of a memorandum of understanding between the employer and the exclusive representative applicable to the day-to-day administration of the collective bargaining agreement. The exclusive representative shall be afforded the opportunity to be present at such hearings and make its views known.

§ 48-13. Decertification of exclusive representative.

A. Any member of a labor organization or the labor organization itself may

initiate decertification of a labor organization as the exclusive representative if 30% of the employees in the appropriate bargaining unit make a written request to the Board for a decertification election. A decertification election shall be valid only if at least 40% of the eligible employees in the bargaining unit vote in the election.

B. When there is a collective bargaining agreement in effect, a request for a decertification election shall be made to the Board no earlier than 90 days and no later than 60 days before the expiration of the collective bargaining agreement; provided, however, that a request for a decertification election may be filed at any time after the expiration of the third year of a collective bargaining agreement with a term of more than three years.

C. When, within the time period prescribed in Subsection **B** of this section, a competing labor organization files a petition containing signatures of at least 30% of the employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.

D. When an exclusive representative has been certified but no collective bargaining agreement is in effect, the Board shall not accept a request for a decertification election earlier than 12 months subsequent to a labor organization's certification as the exclusive representative.

§ 48-14. Scope of bargaining.

A. Except for retirement programs provided under the Public Employees Retirement Act,[1] the parties shall bargain in good faith on all wages, hours, and other terms and conditions of employment and other issues agreed to by the parties. The parties shall enter into a written agreement covering employment relations regarding the issues agreed to in collective bargaining.

[1] *Editor's Note: See NMSA 1978, § 10-11-1 et seq.*

B. Bargaining in good faith shall not require either party to agree to a proposal or to make a concession.

C. The obligation to bargain collectively imposed by the Labor Management Relations Ordinance shall not be construed as authorizing employers and exclusive representatives to enter into any agreement that is in conflict with state statutes or federal statutes. In the event of conflict between the provision of any federal or state statutes and any agreement entered into by the employer and the exclusive representative, the former shall prevail.

D. Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues shall be certified in writing by an official of the labor organization and shall not include special assessments, penalties, or fines of any type levied by the exclusive representative. During the time that a Board certification is in effect for a particular exclusive representative, the employer shall not deduct dues for any other labor organization from members of the same bargaining unit.

E. Any agreement or impasse resolution by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds to fund the agreed upon provision. An arbitrator's decision shall not require the reappropriation of funds.

F. The parties have a requirement that a grievance procedure culminating with final and binding arbitration be negotiated. This applies only to grievances and the interpretation and application of the agreement between the parties and does not apply to negotiation impasses. The parties shall share the cost of any proceedings conducted pursuant to this subsection equally. Each party is responsible for paying any cost related to its witnesses and representation.

G. Fair share is a permissive subject of bargaining.
[Added 5-20-2015 by Ord. No. 15-05]

§ 48-15. Negotiations and impasse resolution.

A. The following meetings shall be closed:

(1) Meetings for the discussion of collective bargaining strategy between the governing body and the employer's negotiating team preliminary to negotiations sessions;

(2) Collective bargaining sessions; and

(3) Consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present.

B. The following negotiation procedures shall apply to the employer and exclusive representatives:

(1) The negotiations for the first contract shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be postmarked no earlier than 120 days nor later than 60 days prior to the contract ending date or as negotiated by the parties. The parties may open negotiations at any time by mutual agreement.

(2) All negotiations will be conducted in closed sessions. Negotiations will be held at a facility and at a time mutually agreed upon by the parties.

(3) Recesses and study sessions may be called by either team. Prior to the conclusion of any negotiating sessions, the reconvening time will be agreed upon. Caucuses may be taken as needed.

(4) Tentative agreements reached during negotiations will be reduced to writing, dated, and initialed by each team spokesperson. Such tentative agreements are conditional and may be withdrawn should later discussion change either party's understanding of the language as it related to another part of the agreement.

(5) Agreement on contract negotiations is accomplished when the Union

President and the City Manager sign the agreement. Provisions in multiyear agreements providing for economic increases for subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for the subsequent year(s). Should the governing body not appropriate sufficient funds to fund the agreed upon increase, either party may reopen negotiations.

C. The following impasse procedure shall be followed by the employer and exclusive representative:

(1) If an impasse occurs, either party shall request mediation assistance. If the parties cannot agree on a mediator, either party may request the assistance of the federal mediation and conciliation service.

(2) If the impasse continues after 30 calendar days, either party may request an unrestricted list of seven arbitrators from the federal mediation and conciliation service. The parties shall choose one arbitrator by alternately striking names from such list. Which party strikes the first name shall be determined by coin toss. The arbitrator shall render a final, binding, written decision resolving unresolved issues no later than 30 calendar days after the arbitrator has been notified of his or her selection by the parties. The arbitrator's decision shall be limited to a selection of one of the two parties' complete, last, best offer. However, an impasse resolution decision of an arbitrator or an agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds. An arbitrator's decision shall not require the employer to reappropriate funds. The parties shall share all of the arbitrator's costs incurred pursuant to this subsection equally. Each party shall be responsible for paying any costs related to its witnesses and representation. The decision shall be subject to judicial review pursuant to the standards set forth in the Uniform Arbitration Act.[1]

[1] *Editor's Note: See NMSA 1978, § 44-7A-1 et seq.*

(3) In the event that an impasse continues after the expiration of a contract, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement. However, this shall not require the employer to increase any employees' levels, steps, or grades of compensation contained in the existing contract.

§ 48-16. Prohibited practices of employers.

A. A public employer or its representative shall not:

(1) Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;

(2) Interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under the Labor Management Relations Ordinance;

(3) Dominate or interfere in the formation, existence, or administration of any labor organization;

(4) Discriminate in regard to hiring, or any term or condition of employment in order to encourage or discourage membership in a labor organization;

(5) Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under the provisions of the Labor Management Relations Ordinance or because an employee is forming, joining, or choosing to be represented by a labor organization;

(6) Refuse to bargain collectively in good faith with the exclusive representative;

(7) Refuse or fail to comply with any provisions of the Labor Management Relations Ordinance, Board regulations, or the Public Employee Bargaining Act;[1] or

[1] *Editor's Note: See NMSA 1978, § 10-7E-1 et seq.*

(8) Refuse or fail to comply with any collective bargaining agreement. This issue is subject to the required grievance procedure negotiated by the parties.

B. During the negotiation and the impasse procedure, City Council and management employees are prohibited from negotiating issues which are the subject of negotiations and from making any offers, commitment, or promise whatsoever to employees or the exclusive representative, other than through the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

§ 48-17. Prohibited practices of employees and labor organizations.

A. An employee, a labor organization, or its representative shall not:

(1) Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, disability, sex, or national origin;

(2) Solicit membership for an employee or labor organization during the employee's duty hours. This does not include the work breaks or lunch periods;

(3) Restrain or coerce any employee in the exercise of any right guaranteed by the provisions of the Labor Management Relations Ordinance;

(4) Refuse to bargain collectively in good faith with the employer;

(5) Refuse or fail to comply with any collective bargaining agreement with the employer. This issue is subject to the required negotiated grievance procedure negotiated by the parties;

(6) Refuse or fail to comply with any provision of the Labor Management Relations Ordinance;

(7) Picket homes or private businesses of employees, appointed individuals, or elected officials of the City of Las Vegas;

(8) Restrain or coerce the employer in the selection of its agent for bargaining.

B. During the negotiation and the impasse procedure, the employees, the exclusive representative or any of its employees are prohibited from negotiating issues which are the subject of negotiations with anyone other than the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

§ 48-18. Strikes and lockouts prohibited.

A. No employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage, or support a strike. The employer shall not cause, instigate, or engage in an employee lockout.

B. The employer may apply to the District Court for injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout may apply to the District Court for injunctive relief to end a lockout.

C. The Board, upon a clear and convincing showing of proof at a hearing that a labor organization directly caused or instigated an employee strike, may impose appropriate penalties on that labor organization, up to and including decertification of the labor organization with respect to any of its bargaining units which struck as a result of such causation or instigation. A "strike" means an employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

§ 48-19. Agreements valid and enforceable.

All collective bargaining agreements and other agreements between the employer and exclusive representative are valid and enforceable according to their terms when entered into in accordance with the provisions of this Labor Management Relations Ordinance.

§ 48-20. Judicial enforcement; standards of

review.

A. The Board may request the District Court to enforce any order issued pursuant to the Labor Management Relations Ordinance, including those for appropriate temporary relief and restraining orders. The Court shall consider the request for enforcement on the record made before the Board. The Court shall uphold the action of the Board and take appropriate action to enforce it unless the Court concludes that the order is:

(1) Arbitrary, capricious, or an abuse of discretion;

(2) Not supported by substantial evidence on the record considered as a whole; or

(3) Otherwise not in accordance with law.

B. Any person or party, including any labor organization, affected by a final regulation, order, or decision of the Board, may appeal to the District Court for further relief. All such appeals shall be based upon the record made at the Board hearing. All such appeals to the District Court shall be taken within 30 calendar days of the date of the final regulation, order, or decision of the Board. Actions taken by the Board shall be affirmed unless the Court concludes that the action is:

(1) Arbitrary, capricious, or an abuse of discretion;

(2) Not supported by substantial evidence on the record taken as a whole; or

(3) Otherwise not in accordance with law.

§ 48-21. Severability.

If any part or application of the City of Las Vegas Labor Management Relations Ordinance is held invalid, the remainder or its application to other situations or persons shall not be affected.

§ 48-22. Effective date.

The effective date of the City of Las Vegas Labor Management Relations Ordinance is December 26, 2005.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/ 09/ 2016 DEPT: Executive MEETING DATE: 6/15/2016

ITEM/TOPIC: Recommendation by City of Las Vegas Management to appoint David Silva, Esq. to the City of Las Vegas Labor Management Relations Board.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to appoint David Silva, Esq. to the City of Las Vegas Labor Management Relations Board.

BACKGROUND/RATIONALE: There is a vacancy on the City of Las Vegas Management Relation Board that City of Las Vegas Management has recommended to fill as per Chapter 48. Labor Management Relations Board.

STAFF RECOMMENDATION: Approve and appoint David Silva, Esq. to the City of Las Vegas Labor Management Relations Board.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
MAYOR

SUBMITTER'S SIGNATURE

Richard Trujillo
CITY MANAGER

PURCHASING AGENT
(FOR BID AWARD ONLY)

H. Chico Gallegos
CITY ATTORNEY
Approved as to Legal Sufficiency Only

Approved to form 4-1-2009

CITY OF LAS VEGAS

1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

MEMORANDUM

TO: **Victoria R. Lovato, Management Team Representative**

FROM: _____
Richard Trujillo, City Manager

DATE: June 10, 2016

RE: Management Appointment to Labor Management Relations Board

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Please be advised that Management recommends David Silva, Esq. to be appointed as the City of Las Vegas' appointment to the Labor Management Relations Board.

Please contact me with any questions or concerns at ext. 3256.

XC: File

Chapter 48. Labor Management Relations

[HISTORY: Adopted by the City Council of the City of Las Vegas 12-21-2005 by Ord. No. 05-47.[1] Amendments noted where applicable.]

GENERAL REFERENCES

Officers and employees — See Ch. **59**.
Personnel rules — See Ch. **66**.

[1] *Editor's Note: Section 22 of this ordinance provided an effective date of 12-26-2005. This ordinance also superseded former Ch. 48, Labor Management Relations, adopted 4-14-1994 by Ord. No. 82-26.*

§ 48-1. Short title.

This chapter may be cited as the "City of Las Vegas Labor Management Relations Ordinance."

§ 48-2. Purpose.

The purpose of the Labor Management Relations Ordinance is to guarantee employees the right to organize and bargain collectively with their employer; to protect the rights of the employer and the employees and to promote harmonious and cooperative relationships between the employer and the employees; and to acknowledge the obligation of the employer and the employees to provide orderly and uninterrupted services to the citizens.

§ 48-3. Conflicts.

A. In the event of conflict with other City of Las Vegas ordinances, the provisions of the City of Las Vegas Labor Management Relations Ordinance shall supersede other previously enacted ordinances.

B. City of Las Vegas sanctioned rules and regulations, administrative directives, departmental rules and regulations, and workplace practices shall control unless there is a conflict with a collective bargaining agreement. Where a conflict exists, the collective bargaining agreement shall control.

§ 48-4. Definitions.

As used in the Labor Management Relations Ordinance the following terms shall have the meanings indicated:

APPROPRIATE BARGAINING UNIT
A group of employees designated by the Board for the purpose of collective bargaining.

BOARD
The City of Las Vegas Labor Management Relations Board.

CERTIFICATION
The designation by the Board of a labor organization as the exclusive representative for all employees in an appropriate bargaining unit.

COLLECTIVE BARGAINING
The act of negotiating between the employer and an exclusive representative for the purpose of entering into a written agreement regarding wages, hours, and other terms and conditions of employment.

CONFIDENTIAL EMPLOYEE
A person who devotes a majority of his/her time to assisting and acting in a confidential capacity with respect to a person who formulates, determines, and effectuates management policies.

EMERGENCY
A one-time crisis that was unforeseen and unavoidable.

EMPLOYEE
A regular, nonprobationary employee of the City of Las Vegas.

EMPLOYER
City of Las Vegas.

EXCLUSIVE REPRESENTATIVE
A labor organization that, as a result of certification by the Board, represents all employees in an appropriate bargaining unit for the purposes of collective bargaining.

FAIR SHARE
The payment to a labor organization which is the exclusive representative for an appropriate bargaining unit by an employee of that bargaining unit who is not a member of that labor organization equal to a certain percentage of membership dues. Such figure is to be calculated based on United States and New Mexico statutes and case law identifying those expenditures by a labor organization which are permissibly chargeable to all employees in the appropriate bargaining unit under United States and New Mexico statutes and case law, including, but not limited to, all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit, servicing such contract, and representing all such employees in grievances and disciplinary actions.

GOVERNING BODY
The City of Las Vegas Council.

IMPASSE
Failure of the employer and an exclusive representative, after good faith

bargaining, to reach agreement in the course of negotiating a collective bargaining agreement.

LABOR ORGANIZATION

Any employee organization one of whose purposes is the representation of public employees in collective bargaining and in otherwise meeting, consulting, and conferring with employers on matters pertaining to employment relations.

LOCKOUT

An act by the employer to prevent its employees from going to work for the purpose of resisting demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative.

MANAGEMENT EMPLOYEE

An employee who is engaged primarily in executive and management functions and is charged with the responsibility of developing, administering, or effectuating management policies. An employee shall not be deemed a management employee solely because the employee participates in cooperative decisionmaking programs on an occasional basis.

MEDIATION

Assistance by an impartial third party to resolve an impasse in contract negotiation between the employer and an exclusive representative through interpretation, suggestion and advice.

PROFESSIONAL EMPLOYEE

An employee whose work is predominantly intellectual and varied in character and whose work involves the consistent exercise of discretion and judgment in its performance and requires knowledge of an advanced nature in a field of learning customarily requiring specialized study at an institution of higher education or its equivalent. The work of a professional employee is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.

STRIKE

An employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

SUPERVISOR

An employee who devotes a majority amount of work time to supervisory duties, who customarily and regularly directs the work of two or more other employees, and who has the authority in the interest of the employer to hire, promote, or discipline other employees or to recommend such actions effectively. This definition does not include individuals who perform merely routine, incidental, or clerical duties or who occasionally assume supervisory or directory roles or whose duties are substantially similar to those of their subordinates and does not include lead employees or employees who occasionally participate in peer review or evaluation of employees.

§ 48-5. Rights of employees.

Employees, other than management, supervisory, confidential, and probationary employees, may form, join, or assist any labor organization for the purpose of collective bargaining through a representative chosen by the employees without interference, restraint, or coercion. Employees also have the right to refuse to form, join, or assist any labor organization.

§ 48-6. Management rights.

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:

A. To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;

B. To determine qualifications for employment and the nature and content of personnel examinations;

C. To take actions as may be necessary to carry out the mission of the employer in emergencies; and

D. The employer retains all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.[1]

[1] *Editor's Note: See NMSA 1978, § 10-7E-1 et seq.*

§ 48-7. Labor Management Relations Board created; terms.

A. The Labor Management Relations Board is hereby created. The Board shall be composed of three members appointed by the Mayor and approved by the City Council. One member shall be appointed on the recommendation of individuals representing labor, one member shall be appointed on the recommendation of the City Manager, and one member shall be appointed on the recommendation of the first two appointees.

B. Board members shall serve for a period of one year with terms commencing in the month of September, except in the initial appointment, which will be a shorter term, effective the same day as this chapter. Vacancies shall be filled in the same manner as the original appointment, and such appointments shall only be made for the remainder of the unexpired term. A Board member may serve an unlimited number of terms.

C. During the term of appointment, no Board member shall hold or seek any other political office or public employment or be an employee of a union, an organization representing public employees, or a public employer.

D. Each Board member shall be paid per diem and mileage in accordance with

the provisions of the Per Diem and Mileage Act.[1]

[1] *Editor's Note: See NMSA 1978, § 10-8-1 et seq.*

§ 48-8. Powers and duties of Board.

A. The Board shall promulgate rules and regulations necessary to accomplish and perform its functions and duties as established in the Labor Management Relations Ordinance, including the establishment of procedures for:

(1) The designation of appropriate bargaining units;

(2) The selection, certification, and decertification of exclusive representatives; and

(3) The filing, hearing, and determination of complaints of prohibited practices. This does not apply to negotiation impasses or grievances subject to the required negotiated grievance process.

B. The Board shall:

(1) Hold hearings and make inquiries necessary to carry out its functions and duties;

(2) Request from employers and labor organizations the information and data necessary to carry out the functions and responsibilities of the Board.

C. The Board may issue subpoenas requiring, upon reasonable notice, the attendance and testimony of witnesses and the production of any evidence, including books, records, correspondence, or documents relevant to the matter in question. The Board may prescribe the form of the subpoena, but it shall adhere insofar as practicable to the form used in civil actions in the District Court. The Board may administer oaths and affirmations, examine witnesses, and receive evidence. Subject to the approval of funds, the Board may contract with a third party to assist it in carrying out its functions.

D. The Board shall decide all issues by majority vote and shall issue its decisions in the form of written orders and opinions. The decisions of the Board on interpretation and applications of the chapter are final and binding on the parties subject to the appeal process provided in § **48-20**. The Board's hearing authority does not apply to negotiation impasses or issues dealing with the collective bargaining agreement where a grievance procedure has been negotiated for that purpose by the parties as required by law.

E. The Board has the power to enforce provisions of the City of Las Vegas Labor Management Relations Ordinance and the Board's Labor Management Relations Rules and Regulations through the imposition of appropriate administrative remedies.

F. The Board shall have no power to promulgate policy other than for its own operation.

G. No rule or regulation promulgated by the Board shall require, directly or

indirectly, as a condition of continuous employment, any employee covered by the Labor Management Relations Ordinance to pay money to any labor organization that is certified as an exclusive representative. This issue of fair share shall be a permissive as opposed to a mandatory subject of bargaining between the employer and the exclusive representative.

§ 48-9. Hearing procedures.

A. The Board may hold hearings for the purposes of:

(1) Information gathering and inquiry;

(2) Adopting rules and regulations; and

(3) Adjudicating disputes and enforcing the provisions of the Labor Management Relations Ordinance, and rules and regulations adopted pursuant to the ordinance.

B. The Board shall adopt regulations setting forth procedures to be followed during hearings of the Board. Such regulations shall meet minimal due process requirements of the state and federal constitution.

C. Proceedings against the party alleged to have committed a prohibited practice shall be commenced by service upon it and the Board of a written notice together with a copy of the charges and relief requested.

D. All adopted rules and regulations shall be filed in accordance with applicable laws.

E. A verbatim record made by electronic or other suitable means shall be made of every rulemaking and adjudicatory hearing. The record shall not be transcribed unless required for judicial review or unless ordered by the Board. The party requesting the transcript shall pay for the transcription. In the case of judicial review, the payment shall be made by the party filing the appeal.

F. Each party to a prohibited labor practice shall bear the cost of producing its own witnesses and paying its representative for hearings under this chapter.

G. No regulation proposed to be adopted by the Board that affects any person or governmental entity outside of the Board and its staff shall be adopted, amended, or repealed without public hearing and comment on the proposed action before the Board. The public hearing shall be held after notice of the subject matter of the regulation, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views, and the method in which copies of the proposed regulation, proposed amendment, or repeal of an existing regulation may be obtained. All meetings shall be held at a City facility. Notice shall be published once at least 30 days prior to the hearing date in a newspaper of general circulation in the City of Las Vegas, and notice shall be mailed at least 30 days prior to the hearing date to all persons who have made a written request for advance notice of hearings.

§ 48-10. Appropriate bargaining units.

A. The Board shall, upon receipt of a petition for a representation election filed by a labor organization, designate the appropriate bargaining unit. Appropriate bargaining units shall be established on the basis of occupational groups or clear and identifiable community of interest in employment terms, employment conditions, and related personnel matters among the employees involved. Occupational groups shall generally be identified as blue collar, secretarial clerical, technical, para-professional, professional, corrections, firefighters, and police officers. Department, craft, or trade designations other than as specified above shall not determine bargaining units. The parties, by mutual agreement and approval of the Board, may further consolidate occupational groups. The essential factors in determining appropriate bargaining units shall include the principles of efficient administration of government, the history of collective bargaining, and the assurance to employees of their rights guaranteed by the chapter.

B. If the labor organization and the employer cannot agree on the appropriate bargaining unit within 30 days, the Board shall hold a hearing concerning the composition of the bargaining unit. Any agreement as to the appropriate bargaining unit between the employer and the labor organization is subject to the approval of the Board.

C. The Board shall not include in any appropriate bargaining unit probationary, supervisory, managerial, or confidential employees.

§ 48-11. Elections.

A. Whenever, in accordance with regulations prescribed by the Board, a petition is filed by a labor organization containing the signatures of at least 30% of the employees in an appropriate bargaining unit, the Board shall post a notice to affected employees regarding the filed petition and proceed with the process for conducting a secret ballot representation election.

B. Once a labor organization has filed a petition with the Board requesting a representation election, other labor organizations may seek to be placed on the ballot. Any labor organization may file a competing petition containing the signatures of not less than 30% of the employees in the appropriate bargaining unit no later than 10 calendar days after the Board has posted a written notice that a petition for a representation election has been filed by a labor organization.

C. All representation elections shall include the option for "no representation," except in a runoff election where the choice of "no representation" was not one of the two choices that received the highest votes.

D. In the event of an election with two or more labor organizations on the ballot and none of the choices on the ballot received a majority of the votes cast, then a runoff election shall be held within 15 calendar days. The choices on the runoff election shall consist of the two choices which

received the greatest number of votes in the original election.

E. A valid election requires that at least 40% of the eligible employees in an appropriate bargaining unit cast a vote. In an election with only one labor organization, and the majority of the votes cast are in favor of representation, the Board shall certify that labor organization as the exclusive representative for all the employees in the bargaining unit.

F. No election shall be conducted if an election has been conducted in the twelve-month period immediately preceding the proposed representation election. No election shall be held during the term of an existing collective bargaining agreement, except as provided in § **48-13B** of this chapter, or after the expiration of the third year of a collective bargaining agreement with a term of more than three years.

G. Election disputes shall be resolved by the Board.

H. As an alternative to the provisions of Subsection **A** of this section, the employer and a labor organization with a reasonable basis for claiming to represent a majority of the employees in an appropriate bargaining unit may establish an alternative appropriate procedure for determining majority status. The procedure may include a labor organization's submission of authorization cards from a majority of the employees in an appropriate bargaining unit. The local board shall not certify an appropriate bargaining unit if the employer objects to the certification without an election.

§ 48-12. Exclusive representation.

A labor organization that has been certified by the Board as the exclusive representative for employees in an appropriate bargaining unit shall represent all employees in the bargaining unit. The exclusive representative shall act for all employees in the bargaining unit and negotiate a collective bargaining agreement covering all employees in the bargaining unit. The exclusive representative shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership or nonmembership in the labor organization. The existence of an exclusive bargaining representative shall not prevent employees from taking their grievances through the grievance process or filing prohibited practices with the Board. Any settlement of a grievance or relief given on a prohibited practice brought by an individual shall not be inconsistent with or in violation of the collective bargaining agreement in effect between the employer and the exclusive representative or inconsistent with or in violation of a memorandum of understanding between the employer and the exclusive representative applicable to the day-to-day administration of the collective bargaining agreement. The exclusive representative shall be afforded the opportunity to be present at such hearings and make its views known.

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A. Any member of a labor organization or the labor organization itself may

initiate decertification of a labor organization as the exclusive representative if 30% of the employees in the appropriate bargaining unit make a written request to the Board for a decertification election. A decertification election shall be valid only if at least 40% of the eligible employees in the bargaining unit vote in the election.

B. When there is a collective bargaining agreement in effect, a request for a decertification election shall be made to the Board no earlier than 90 days and no later than 60 days before the expiration of the collective bargaining agreement; provided, however, that a request for a decertification election may be filed at any time after the expiration of the third year of a collective bargaining agreement with a term of more than three years.

C. When, within the time period prescribed in Subsection **B** of this section, a competing labor organization files a petition containing signatures of at least 30% of the employees in the appropriate bargaining unit, a representation election rather than a decertification election shall be conducted.

D. When an exclusive representative has been certified but no collective bargaining agreement is in effect, the Board shall not accept a request for a decertification election earlier than 12 months subsequent to a labor organization's certification as the exclusive representative.

§ 48-14. Scope of bargaining.

A. Except for retirement programs provided under the Public Employees Retirement Act,[1] the parties shall bargain in good faith on all wages, hours, and other terms and conditions of employment and other issues agreed to by the parties. The parties shall enter into a written agreement covering employment relations regarding the issues agreed to in collective bargaining.

[1] *Editor's Note: See NMSA 1978, § 10-11-1 et seq.*

B. Bargaining in good faith shall not require either party to agree to a proposal or to make a concession.

C. The obligation to bargain collectively imposed by the Labor Management Relations Ordinance shall not be construed as authorizing employers and exclusive representatives to enter into any agreement that is in conflict with state statutes or federal statutes. In the event of conflict between the provision of any federal or state statutes and any agreement entered into by the employer and the exclusive representative, the former shall prevail.

D. Payroll deduction of the exclusive representative's membership dues shall be a mandatory subject of bargaining if either party chooses to negotiate the issue. The amount of dues shall be certified in writing by an official of the labor organization and shall not include special assessments, penalties, or fines of any type levied by the exclusive representative. During the time that a Board certification is in effect for a particular exclusive representative, the employer shall not deduct dues for any other labor organization from members of the same bargaining unit.

E. Any agreement or impasse resolution by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds to fund the agreed upon provision. An arbitrator's decision shall not require the reappropriation of funds.

F. The parties have a requirement that a grievance procedure culminating with final and binding arbitration be negotiated. This applies only to grievances and the interpretation and application of the agreement between the parties and does not apply to negotiation impasses. The parties shall share the cost of any proceedings conducted pursuant to this subsection equally. Each party is responsible for paying any cost related to its witnesses and representation.

G. Fair share is a permissive subject of bargaining.
[Added 5-20-2015 by Ord. No. 15-05]

§ 48-15. Negotiations and impasse resolution.

A. The following meetings shall be closed:

(1) Meetings for the discussion of collective bargaining strategy between the governing body and the employer's negotiating team preliminary to negotiations sessions;

(2) Collective bargaining sessions; and

(3) Consultations and impasse resolution procedures at which the employer and/or the exclusive representative of the appropriate bargaining unit are present.

B. The following negotiation procedures shall apply to the employer and exclusive representatives:

(1) The negotiations for the first contract shall be opened upon written notice by either party to the other requesting that negotiating sessions be scheduled. Subsequent requests for negotiations shall be postmarked no earlier than 120 days nor later than 60 days prior to the contract ending date or as negotiated by the parties. The parties may open negotiations at any time by mutual agreement.

(2) All negotiations will be conducted in closed sessions. Negotiations will be held at a facility and at a time mutually agreed upon by the parties.

(3) Recesses and study sessions may be called by either team. Prior to the conclusion of any negotiating sessions, the reconvening time will be agreed upon. Caucuses may be taken as needed.

(4) Tentative agreements reached during negotiations will be reduced to writing, dated, and initialed by each team spokesperson. Such tentative agreements are conditional and may be withdrawn should later discussion change either party's understanding of the language as it related to another part of the agreement.

(5) Agreement on contract negotiations is accomplished when the Union

President and the City Manager sign the agreement. Provisions in multiyear agreements providing for economic increases for subsequent years shall be contingent upon the governing body appropriating the funds necessary to fund the increase for the subsequent year(s). Should the governing body not appropriate sufficient funds to fund the agreed upon increase, either party may reopen negotiations.

C. The following impasse procedure shall be followed by the employer and exclusive representative:

(1) If an impasse occurs, either party shall request mediation assistance. If the parties cannot agree on a mediator, either party may request the assistance of the federal mediation and conciliation service.

(2) If the impasse continues after 30 calendar days, either party may request an unrestricted list of seven arbitrators from the federal mediation and conciliation service. The parties shall choose one arbitrator by alternately striking names from such list. Which party strikes the first name shall be determined by coin toss. The arbitrator shall render a final, binding, written decision resolving unresolved issues no later than 30 calendar days after the arbitrator has been notified of his or her selection by the parties. The arbitrator's decision shall be limited to a selection of one of the two parties' complete, last, best offer. However, an impasse resolution decision of an arbitrator or an agreement provision by the employer and an exclusive representative that requires the expenditure of funds shall be contingent upon the specific appropriation of funds by the governing body and the availability of funds. An arbitrator's decision shall not require the employer to reappropriate funds. The parties shall share all of the arbitrator's costs incurred pursuant to this subsection equally. Each party shall be responsible for paying any costs related to its witnesses and representation. The decision shall be subject to judicial review pursuant to the standards set forth in the Uniform Arbitration Act.[1]

[1] *Editor's Note: See NMSA 1978, § 44-7A-1 et seq.*

(3) In the event that an impasse continues after the expiration of a contract, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement. However, this shall not require the employer to increase any employees' levels, steps, or grades of compensation contained in the existing contract.

§ 48-16. Prohibited practices of employers.

A. A public employer or its representative shall not:

(1) Discriminate against an employee with regard to terms and conditions of employment because of the employee's membership in a labor organization;

(2) Interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under the Labor Management Relations Ordinance;

(3) Dominate or interfere in the formation, existence, or administration of any labor organization;

(4) Discriminate in regard to hiring, or any term or condition of employment in order to encourage or discourage membership in a labor organization;

(5) Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under the provisions of the Labor Management Relations Ordinance or because an employee is forming, joining, or choosing to be represented by a labor organization;

(6) Refuse to bargain collectively in good faith with the exclusive representative;

(7) Refuse or fail to comply with any provisions of the Labor Management Relations Ordinance, Board regulations, or the Public Employee Bargaining Act;[1] or

[1] *Editor's Note: See NMSA 1978, § 10-7E-1 et seq.*

(8) Refuse or fail to comply with any collective bargaining agreement. This issue is subject to the required grievance procedure negotiated by the parties.

B. During the negotiation and the impasse procedure, City Council and management employees are prohibited from negotiating issues which are the subject of negotiations and from making any offers, commitment, or promise whatsoever to employees or the exclusive representative, other than through the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

§ 48-17. Prohibited practices of employees and labor organizations.

A. An employee, a labor organization, or its representative shall not:

(1) Discriminate against an employee with regard to labor organization membership because of race, color, religion, creed, age, disability, sex, or national origin;

(2) Solicit membership for an employee or labor organization during the employee's duty hours. This does not include the work breaks or lunch periods;

(3) Restrain or coerce any employee in the exercise of any right guaranteed by the provisions of the Labor Management Relations Ordinance;

(4) Refuse to bargain collectively in good faith with the employer;

(5) Refuse or fail to comply with any collective bargaining agreement with the employer. This issue is subject to the required negotiated grievance procedure negotiated by the parties;

(6) Refuse or fail to comply with any provision of the Labor Management Relations Ordinance;

(7) Picket homes or private businesses of employees, appointed individuals, or elected officials of the City of Las Vegas;

(8) Restrain or coerce the employer in the selection of its agent for bargaining.

B. During the negotiation and the impasse procedure, the employees, the exclusive representative or any of its employees are prohibited from negotiating issues which are the subject of negotiations with anyone other than the appointed City negotiating team. It is the intent of this language that the integrity of the negotiating process be maintained. All negotiations and concessions shall occur only between the respective appointed negotiating teams.

§ 48-18. Strikes and lockouts prohibited.

A. No employee or labor organization shall engage in a strike. No labor organization shall cause, instigate, encourage, or support a strike. The employer shall not cause, instigate, or engage in an employee lockout.

B. The employer may apply to the District Court for injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout may apply to the District Court for injunctive relief to end a lockout.

C. The Board, upon a clear and convincing showing of proof at a hearing that a labor organization directly caused or instigated an employee strike, may impose appropriate penalties on that labor organization, up to and including decertification of the labor organization with respect to any of its bargaining units which struck as a result of such causation or instigation. A "strike" means an employee's refusal, in concerted action with other employees, to report for duty or his willful absence or withholding of service in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the working conditions, compensation, rights, privileges, or obligations of employment.

§ 48-19. Agreements valid and enforceable.

All collective bargaining agreements and other agreements between the employer and exclusive representative are valid and enforceable according to their terms when entered into in accordance with the provisions of this Labor Management Relations Ordinance.

§ 48-20. Judicial enforcement; standards of

review.

A. The Board may request the District Court to enforce any order issued pursuant to the Labor Management Relations Ordinance, including those for appropriate temporary relief and restraining orders. The Court shall consider the request for enforcement on the record made before the Board. The Court shall uphold the action of the Board and take appropriate action to enforce it unless the Court concludes that the order is:

(1) Arbitrary, capricious, or an abuse of discretion;

(2) Not supported by substantial evidence on the record considered as a whole; or

(3) Otherwise not in accordance with law.

B. Any person or party, including any labor organization, affected by a final regulation, order, or decision of the Board, may appeal to the District Court for further relief. All such appeals shall be based upon the record made at the Board hearing. All such appeals to the District Court shall be taken within 30 calendar days of the date of the final regulation, order, or decision of the Board. Actions taken by the Board shall be affirmed unless the Court concludes that the action is:

(1) Arbitrary, capricious, or an abuse of discretion;

(2) Not supported by substantial evidence on the record taken as a whole; or

(3) Otherwise not in accordance with law.

§ 48-21. Severability.

If any part or application of the City of Las Vegas Labor Management Relations Ordinance is held invalid, the remainder or its application to other situations or persons shall not be affected.

§ 48-22. Effective date.

The effective date of the City of Las Vegas Labor Management Relations Ordinance is December 26, 2005.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 6/9/16 **DEPT: Executive** **MEETING DATE: 6/15/16**

ITEM/TOPIC: Appointment of Interim Housing Director.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to appoint Barbara Padilla as the Interim Housing Director.

BACKGROUND/RATIONALE: ***Richard Trujillo, City Manager*** As per the City of Las Vegas Municipal Charter, Article V, Officers, Directors and Employees, Section 5.07 Departments. C. The city manager shall appoint department directors, subject to approval by the Governing Body.

STAFF RECOMMENDATION

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

ARTICLE V

OFFICERS, DIRECTORS AND EMPLOYEES

Section 5.01. City Manager—Appointment and General Provisions.

Section 5.02. City Manager—Removal.

Section 5.03. City Manager—Powers and Duties.

Section 5.04. City Attorney.

Section 5.05. City Clerk.

Section 5.06. Chief of Police.

Section 5.07. Departments.

Section 5.08. Personnel System.

Section 5.01. City Manager—Appointment and General Provisions.

A. The city manager shall be appointed by the Mayor, subject to Council approval. The Governing Body shall enter into a contract with the City Manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

B. The city manager shall be appointed solely on the basis of executive and administrative qualifications, and shall establish residency in San Miguel County within ninety (90) days of acceptance of the appointment.

C. The city manager, if not already certified by the International City Managers Association (ICMA), shall be working to achieve certification while in the employ of the city. All applicants shall be in the process of obtaining ICMA certification or shall be a corporate member when hired.

D. The City Manager shall designate other employees of the City to perform the functions of the office during any absence of thirty (30) days or less. The Mayor shall appoint, subject to Council approval, an acting City Manager for any absence exceeding thirty (30) days.

Section 5.02. City Manager; Removal.

The City Manager serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body.

Section 5.03. City Manager—Powers and Duties.

The City Manager shall be the chief administrative officer of the City in charge of day-to-day administrative affairs of the City, shall appoint the department directors, shall direct and supervise City employees, and shall perform such other functions as may be established pursuant to this Charter, by the Governing Body, or by state law.

Section 5.04. City Attorney.

A. There shall be a city attorney who shall serve as chief legal advisor to the Governing Body, city manager and all city departments, offices and agencies, shall represent the City in legal proceedings, and shall perform any other duties prescribed by state law, by this Charter or by ordinance. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities. The City may contract for such other specialized legal services from outside legal counsel as it deems appropriate.

B. The city attorney shall be an attorney in good standing, qualified in the field of municipal law, licensed to practice law in the State of New Mexico, and shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment.

C. The Mayor shall appoint the city attorney, subject to Council approval.

D. The Governing Body shall enter into a contract with the city attorney which shall establish, among other matters, compensation, benefits, duties and responsibilities.

E. The city attorney, whether contractual or employee, serves at the pleasure of the Governing Body and may be suspended or removed without cause at any time by the Mayor, subject to approval of the Council, or by a majority of all members of the Governing Body.

Section 5.05. City Clerk.

A. There shall be a city clerk who shall serve as clerk to the Governing Body.

B. The city clerk shall give notice of Governing Body meetings to its members and the public, keep the minutes of its proceedings, keep the official records of the City, cause appropriate public notices to be given, and perform such other duties as are assigned by this Charter, by the Governing Body or by law.

C. The Mayor shall appoint the City Clerk, subject to Council approval. The Governing Body shall enter into a contract with the city clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities. The City Clerk shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment.

D. The City Clerk serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body.

E. The city clerk, if not already certified, must work toward being certified by the Institute of Municipal Clerks and have achieved or be working to achieve a certification as a Certified Municipal Clerk or attain that certification while in the employ of the city.

Section 5.06. Chief of Police.

A. There shall be a Chief of Police.

B. The Mayor shall appoint the Chief of Police, subject to Council approval. The Governing Body shall enter into a contract with the chief of police which shall establish, among other matters, compensation, benefits, duties and responsibilities. The Chief of Police shall establish residence in San Miguel County within ninety (90) days of acceptance of appointment.

C. The Chief of Police serves at the pleasure of the Governing Body, and may be suspended or removed without cause at any time by the Mayor, subject to approval of the Council, or by the Governing Body by a majority of all members of the Governing Body.

Section 5.07. Departments. —

A. Subject to approval of the Governing Body, the city manager shall establish such departments as are necessary for efficient administration of the City.

B. Each department shall be under the supervision of a department director, subject to the direction and supervision of the city manager.

C. The city manager shall appoint department directors, subject to approval by the Governing Body.

D. Department directors are at-will employees who may be suspended or removed by the city manager, subject to approval by the Governing Body.

E. The city manager may serve as a department director, provided that the manager shall not serve as either city clerk or finance director.

Section 5.08. Personnel System.

A. The Governing Body shall adopt a personnel ordinance which is consistent with this Charter establishing the personnel policies, rules and procedures of the City. All appointments and promotions of City employees, other than department directors and those employees who are by this Charter or by ordinance designated as at will employees, shall be made solely on the basis of merit and fitness in accordance with the personnel ordinance to be adopted by the Governing Body.

B. The personnel ordinance shall:

(1) Establish a merit system governing personnel policies necessary for the effective administration of the employees of the City departments, offices and agencies, including but not limited to classification and pay plans, examinations, force reduction, discipline, termination, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations;

(2) Be consistent with all mandatory federal and state requirements; and

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/02/16 **DEPT: Police** **MEETING DATE: 06/15/16**

ITEM/TOPIC: Approval/Disapproval to accept Law Enforcement Protection Funds.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval to accept State funds.*

BACKGROUND/RATIONALE: The Las Vegas Police Department respectfully requests permission to accept for funding from the Department of Finance and Administration to purchase equipment and advanced officer training and repayment of NMFA loan for police vehicles.

STAFF RECOMMENDATION: Requesting approval to accept funding from the Department of Finance and Administration.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

CHIEF JUAN F. MONTAÑO

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

Beatrice Sena

From: vests@usdoj.gov
Sent: Thursday, May 05, 2016 8:48 AM
To: bsena@ci.las-vegas.nm.us
Subject: Your Application has been forwarded to BVP for approval

Thank you for submitting an online Bulletproof VestPartnership (BVP) application. Your application will be safeguarded until the current application period closes on May 16, 2016.

Funding Decisions and Notification: When this application period closes, the following will occur: Each application is checked against the availability of funds to cover a portion of its total cost, in keeping with established rules and statutory set-asides. Once funding decisions are made, Congress is notified, followed by an electronic (email) message to the primary jurisdiction contact regarding the specific level of funding available. After this notification, DOJ requires additional time to create or update each jurisdiction's financial account. You will then be notified again (via email) that funds are available for drawdown through the payment request process in your online handbook. Assuming there are no changes or significant delays in the above processes, online payment requests for the 2016 applications should be available no later than September 30, 2016.

Formula and Matching Requirements: The program requires that each applicant jurisdiction be responsible for providing at least 50 percent of the cost of each qualifying vest purchased. Tribal governments may use other federally-appropriated funds to provide their portion of the total cost; all other jurisdictions must use non-federal funds. Non-federal fund sources include state and/or local jurisdiction revenues, private or personal funds, and contributions from insurance or workman's compensation consortiums. Asset forfeiture funds may also be used to meet the jurisdiction's financial requirement. By submitting this application, you have already certified that you understand and will abide by the following: "Funding availability, levels, and percentages are uncertain. There is no guaranteed funding level associated with any application submitted to the BVP program. Jurisdictions agree to meet their financial and contractual obligations associated with any purchase transactions, regardless of the level of funding received through this application."

Purchasing NIJ-approved Vests: BVP program funds may only be used to help defray the costs of NIJ-approved vest makes and models. Any ballistic or stab vest meeting applicable NIJ standards is eligible for funding. Vests contained in your application provide a basis for funding decisions. However, you are not obligated to purchase those exact vest makes and models. You may use BVP funds to help defray the costs of any NIJ-approved vest. Simply reflect any changes in the online receipt report(s), when you initiate the online payment process. BVP funds remain in your "account" through the end of the second federal fiscal year following the year of this application. Therefore, you have ample time to make and complete eligible purchases.

Need Assistance? Please call the BVP technical support helpdesk at 877-758-3787 (toll free). Thank you and continued success in providing lifesaving body armor for your eligible officers and employees.

BVP Technical Support Team

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/02/16 **DEPT: Police** **MEETING DATE: 06/15/16**

ITEM/TOPIC: Approval/Disapproval to apply for Bulletproof Vest Grant Funds.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval to apply for grant funds.*

BACKGROUND/RATIONALE: The Las Vegas Police Department respectfully requests permission to apply for funding to purchase bullet proof vests for officer safety.

STAFF RECOMMENDATION: Requesting approval to submit application to the Department of Justice.

COMMITTEE RECOMMENDATION:

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

CHIEF JUAN F. MONTANO

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

SUSANA MARTINEZ
GOVERNOR

RICK LOPEZ
DIRECTOR

THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY

BILL R. GARCIA
Deputy Director

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4975 ♦ FAX (505) 827-4340

RECEIVED
MAY 04 2016
BY:

TO: **Chief Law Enforcement Officers**

FROM: **Rick Lopez, Director**
Local Government Division

DATE: **May 1, 2016**

RE: **Law Enforcement Protection Fund FY2016-2017 Initial Determination**

Pursuant to the Law Enforcement Protection Fund Act, Section 29-13-5 NMSA 1978, the Local Government Division (LGD) hereby notifies all applicants of the proposed Law Enforcement Protection Fund distribution for fiscal year 2016-2017.

Section 29-13-5 NMSA 1978 states the following, "no later than May 1 of each year, the division shall notify in writing each affected municipal police, university police, tribal police and county sheriff's department of its determination of money to be distributed pursuant to the provisions of Section 29-13-4 NMSA 1978. Any affected department may appeal that determination by filing a notice of appeal with the secretary of finance and administration no later than May 15. If an appeal is filed, the secretary of finance and administration shall review the determination of the division in an informal and summary proceeding and shall certify the result of the appeal to the division no later than June 30, and the division shall adjust its determination accordingly. If no appeal is filed, the original determination of the division shall be final and binding and not subject to further review." (emphasis added).

Attached is the listing showing your approved distribution. If you disagree with LGD's determination, you may file a written appeal to: Thomas E. Clifford, Ph.D., Secretary of the Department of Finance and Administration, Bataan Memorial Building, Suite 180, Santa Fe, NM 87501. Your appeal must be postmarked no later than May 15, 2016.

Please be reminded that the proceeds are legally restricted to expenditure for specific purposes and must be budgeted and accounted for in a special revenue fund.

The attached distribution list does not include verified intercept agreements with the New Mexico Finance Authority. If your agency has entered into an agreement with the NMFA for fiscal year 2016-2017, a final distribution worksheet will be disseminated on May 31, 2016 that will reflect the final allocation.

Please contact Brenda L. Suazo-Giles of my staff at (505) 827-4933 if additional information is required.

Attachment

DEPARTMENT OF FINANCE AND ADMINISTRATION - LOCAL GOVERNMENT DIVISION

Law Enforcement Protection Fund Distribution (LEPF) - Municipalities

Fiscal Year: July 1, 2016 To June 30, 2017

MAY 1, 2016 INITIAL DISTRIBUTION

A	B	C	D	E	F	G	H	I	J	K
MUNICIPALITY	(1)	Population 2010 Census Muni's	Class [1, 2, or 3]	LEPF Base Amount	No. of Certified Officers (5)	Total @ $600 Per Officer	Prorated Amount @ 100%	Total LEPF Distribution	LEPF Pledges (NMFA)	Total Municipal Distribution
Grenville (1)	N	n/a	n/a	0	n/a	0	0	0		$0.00
Hagerman	Y	1,257	1	20,000	4	2,400	2,400	22,400		$22,400.00
Hatch	Y	1,648	1	20,000	8	4,800	4,800	24,800		$24,800.00
Hobbs	Y	34,122	2	30,000	95	57,000	57,000	87,000		$87,000.00
Hope	Y	105	1	20,000	2	1,200	1,200	21,200		$21,200.00
House	Y	68	1	20,000	0	0	0	20,000		$20,000.00
Hurley	Y	1,297	1	20,000	5	3,000	3,000	23,000	$0.00	$23,000.00
Jal	Y	2,047	1	20,000	3	1,800	1,800	21,800		$21,800.00
Jemez Springs	N	250	1	20,000	1	600	600	20,600		$20,600.00
Kirtland (7)	Y	n/a	1	20,000	0	0	0	20,000		$20,000.00
Lake Arthur	N	436	1	20,000	2	1,200	1,200	21,200		$21,200.00
Las Cruces	Y	97,618	2	30,000	187	112,200	112,200	142,200		$142,200.00
Las Vegas	Y	13,753	1	20,000	30	18,000	18,000	38,000	$25,072.00	$12,928.00
Logan	Y	1,042	1	20,000	3	1,800	1,800	21,800		$21,800.00
Lordsburg	Y	2,797	1	20,000	9	5,400	5,400	25,400		$25,400.00
Los Lunas	Y	14,835	1	20,000	36	21,600	21,600	41,600		$41,600.00
Los Ranchos	Y	6,024	1	20,000	0	0	0	20,000		$20,000.00
Loving	Y	1,413	1	20,000	4	2,400	2,400	22,400		$22,400.00
Lovington	Y	11,009	1	20,000	24	14,400	14,400	34,400		$34,400.00
Magdalena	Y	938	1	20,000	1	600	600	20,600	$13,099.97	$7,500.03
Maxwell	Y	254	1	20,000	0	0	0	20,000		$20,000.00
Melrose	Y	651	1	20,000	0	0	0	20,000		$20,000.00
Mesilla	Y	2,196	1	20,000	8	4,800	4,800	24,800	$17,000.00	$7,800.00
Milan	Y	3,245	1	20,000	4	2,400	2,400	22,400		$22,400.00
Moriarty	Y	1,910	1	20,000	9	5,400	5,400	25,400		$25,400.00