



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
March 20, 2019–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue**

(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 (February 13th Work Session, February 19th Special and February 20th, 2019)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
 - NMAA State Wrestling Championship for Robertson and West Las Vegas
- IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - Presentation by Police Chief David Bibb on Certificates of Appreciation for Four (4) Police Personnel.
- XI. **CITY MANAGER'S REPORT**
- XII. **FINANCE REPORT**
- XIII. **BUSINESS ITEMS**

1. Approval/Disapproval of Resolution 19-13.

Tana Vega, Interim Finance Director The City of Las Vegas is requesting acceptance of the FY2018 Audit Report per Section 2.2.2.10M(4) NMAC of the Audit Rule.

2. Approval/Disapproval to Apply for funding through the Department of Public Safety to reestablish the Region IV Narcotics Task Force.

David T. Bibb III, Chief of Police The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$84,205.00 from the Department of Public Safety to reestablish the Region IV Narcotics Task Force. The goal is to hire a dedicated Coordinator to run the program, request overtime funds for operations, contractual funds for other agencies involved, to send officers to training, confidential funds and vehicle maintenance of undercover vehicles.

3. Approval/Disapproval to Apply for funding through the Law Enforcement Protection fund.

David T. Bibb III, Chief of Police The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$39,800.00 from the Law Enforcement Protection Fund for advanced training costs, equipment, and to pay NMFA loan for Police Vehicles.

4. Approval/Disapproval of Resolution No. 19-14.

Tana Vega, Interim Finance Director The City of Las Vegas is requesting increases to the FY2019 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2019 Budget.

5. Approval/Disapproval of Resolution No. 19-15 to apply for financial assistance and project approval to NMFA for the purchase of a Class A Apparatus Fire Truck in the amount of \$218,677.00.

Billy Montoya, Fire Chief The Las Vegas Fire Department is moving forward in replacing an aging Fire Truck at an estimated cost of \$403,677.00. The Fire Department has \$188,682.00 in Grant Funding and Carry Over funds to be utilized in the purchase of this project.

6. Approval/Disapproval for Addendum to Contractual Agreement for inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.

David T. Bibb, Chief of Police The purpose of this agreement is for the confinement for prisoners and/or inmates arrested by the City. The

contract was approved by the San Miguel County Commission on Wednesday, February 13, 2019. Upon approval by the City Council; the term of the agreement shall be for a term of one (1) year.

7. Approval/Disapproval of the Las Vegas Police Officer's Association Fraternal Order of Police (FOP) Las Vegas Lodge #20 Agreement.

FOP Management/Union The City of Las Vegas entered into contract negotiations with FOP for purposes of negotiating a contract. The Fraternal Order of Police Las Vegas Lodge #20 has ratified and approved amendments to the collective bargaining agreement, subject to approval by the Governing Body.

8. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance #19-01, for the 2019 Edition of the Official Zoning map.

Maria Perea, Planning and Zoning Coordinator All Zone changes that have been approved by City Council have been added to the Official Zoning Map. The last Zoning Map approved was in 2012 and included changes done through December 2011. All zone changes approved since January 2012 through August 2018 are listed on Exhibit #1 and have been added to the map.

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 DISABILITIES: 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 of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING
HELD ON WEDNESDAY, FEBRUARY 13, 2019 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
Esther Garduno Montoya, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to remember all the people who live on the Eastern seaboard who are having terrible weather and those who are suffering from deaths or accidents from all the terrible things happening and they pray that our national leaders take into consideration the scientific evidence about climate change and global warming so they can take action to stop it from happening to the entire United States.

APPROVAL OF AGENDA

Councilor Howell made a motion to approve the agenda as is. Councilor Casey and Ulibarri, Jr., both seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Gurulé-Girón advised she had the invitations for the Las Vegas Day and Night at the Legislature and thanked Virginia and the staff for putting them together and advised they did an outstanding job.

Mayor Gurulé-Girón advised the Council the invitations were for them to pass out to their constituents, to welcome them and to be part of the team.

Mayor Gurulé-Girón advised she was also passing out the Capital Outlay Legislative request that included thirteen projects and emergency funding for water leaks and road improvements.

Discussion took place regarding the letter Mayor Gurulé-Girón sent to Senator Pete Campos in regards to the emergency funding.

Discussion and questions took place regarding the emergency funding for the infrastructure and roads.

Discussion took place regarding the emergency funding would only be for the infrastructure and the roads would go through the road fund.

Interim City Manager Ann Marie Gallegos advised the Film Gala was the 17th of February, the City offices would be closed the 18th of February and the Bradner Dam dedication was on the 21st of February and also Senior day was on the 22nd of February at the Roundhouse.

PUBLIC INPUT

There was no public input.

DISCUSSION ITEMS

1. Out of State Travel to Phoenix, Arizona for two police personnel to attend Police Internal Affairs Training on April 7-13, 2019.

Police Chief David T. Bibb III advised they currently had two school trained Internal Affairs Investigators who were both Commanders.

Discussion and questions took place regarding who would be attending the Internal Affairs Training.

Police Chief Bibb advised he was requesting Commander Steve Pacheco and Lieutenant Monica Vigil attend the training.

The governing body agreed to place the item as a consent agenda item.

2. Out of State Travel to Longmont, Colorado for an Animal Control Officer to attend the Training Academy on animal care and cruelty investigation training on April 8-12, 2019.

Interim Community Development Director Virginia Marrujo advised they wanted to send Animal Control Officer Alex Allington to a National Academy Training which was a 1 out of 3 series module, which has a module A, B and C for a National Certification. Interim Community Development Director Marrujo advised there was a training in Las Cruces but it got cancelled so the next closest training was in Colorado.

Interim City Manager Ann Marie Gallegos advised the Animal Welfare Coalition would be providing a partial scholarship for Animal Control Officer Allington to attend the training.

Interim Community Development Director Marrujo advised the Animal Welfare Coalition would pay for Animal Control Officer Allington's registration fee and the City would pay the travel costs for her to go.

The governing body agreed to place the item as a consent agenda item.

3. Resolution No. 19-08 assuring the availability of matching funds for the participation in the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP), in the amount of \$75,000.00 which is 25% of total estimated project cost of \$300,000.00 for phase 3 of 5.

Interim Public Works Director Danny Gurule advised the project was to help redo the road on West National.

Interim City Manager Gallegos advised they had set aside funding for the 2019-2020 fiscal year from the road fund.

Councilor Casey asked for clarification on the resolution with the way it was worded because the streets did not make sense.

Councilor Casey stated, the resolution says, "construction of roadway improvements to Keen Street from Grant Street to West National Avenue".

Councilor Casey asked if they would be starting by Rodriguez Park and asked how far south.

Interim Public Works Director Gurule advised that it was to West National and go North.

Councilor Casey stated, the resolution also says, "from West National Avenue to South Pacific Street" and advised West National Avenue and South Pacific Street did not meet up.

Interim Public Works Director Gurule advised the map read where the Police department was, that it was partially South Pacific Street.

Councilor Casey asked when the other part of Keen Street would be done.

Interim Public Works Director Gurule advised that the engineer was looking into getting a cost estimate because of having many drainage issues.

Discussion and questions took place regarding the concerns for drainage on Keen Street and the phases of the project.

Councilor Howell advised he was able to tour the area and was glad the project would be taking place.

The governing body agreed to place the item as a consent agenda item.

4. Resolution No. 19-09 assuring the availability of matching funds for the participation in the New Mexico Department of Transportation Municipal Arterial Program (MAP), in the amount of \$125,000.00 which is 25% of total estimated project cost of \$500,000.00 for phase 2 of 5.

Interim Public Works Director Danny Gurule advised the amount of the project cost could complete seventy five percent of the project.

Discussion and questions took place regarding the different phases of the project and the locations.

Discussion and questions took place regarding their plan to not cut into other drainage systems during the project.

Interim Public Works Director Gurule advised he would apply for the match waiver if the resolution was approved.

Councilor Howell advised that the citizens in his ward would be excited for the project.

Discussion took place regarding LED lighting and ways to improve crosswalks without having to re-paint them.

Councilor Howell advised caution near Pino's Truck Stop, regarding all the pressure from the semi trucks.

Discussion took place regarding rebuilding the base to last longer by Pino's Truck Stop.

Discussion and questions took place regarding fixing the potholes by Community First Bank and Walmart.

Councilor Romero requested an update regarding locations of pothole repair.

Discussion took place regarding filling potholes with millings until the weather gets warmer, in order to be able to use asphalt and hot mix.

Councilor Romero advised that the Street Department should advise the public as to when they would be repairing potholes.

Mayor Gurulé-Girón advised she believed they put out information on the website.

Interim City Manager Gallegos advised she was not sure but would look into it.

Discussion and questions took place regarding the procedures taken when they fix potholes.

Discussion and questions took place regarding filling or cutting potholes and which procedure lasted longer.

Discussion took place regarding the collection of water due to no drainage on New Mexico and National Avenue.

Councilor Howell asked if they could reconsider looking into the asphalt zipper equipment that had been purchased but was returned.

Councilor Howell advised that the company would like to do business with the City and would provide the training for staff to use the equipment.

Discussion and questions took place regarding the size of jobs the asphalt zipper could do.

Discussion and questions took place regarding the work being done on Moreno Street and to ensure the proper repair of the road that was being cut.

The governing body agreed to place the item as a consent agenda item.

Interim City Manager Gallegos advised Council of the seven presentations and seven additional business items for the next council meeting that would be held on February 20th.

Councilor Casey asked why there were so many that were not ready for tonight's meeting.

Interim City Manager Gallegos advised Leo Maestas had submitted the resolution after the Work Session agenda was completed, that Interim Finance Director Tana Vega needed the previous BARs to be approved by DFA before bringing another one to Council. She added that the NMFA Comprehensive Master Plan had just come in along with the other items and that the Utilities department had three RFPs for approval.

Mayor Gurulé-Girón advised that when she sat on the Council, there used to be 18-25 items on the agenda and advised Interim City Manager Gallegos was doing a good job with the agendas.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into Executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Romero made a motion to reconvene into Regular session after being in Executive session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, no decisions were made. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Howell thanked Mayor Gurulé-Girón and the Administrators for providing funds to the Samaritan House and they would do a lot of good with that funding they received, which was in the amount of twenty thousand dollars.

Councilor Howell advised that the County also gave the Samaritan House some funding and that they were looking for a fiscal agent.

Interim City Manager Gallegos advised that a letter was sent out because the County was in need of a fiscal agent for some infrastructure they were applying for and the City of Las Vegas could help.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON
TUESDAY, FEBRUARY 19, 2019 AT 4:00 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr., asked for a moment of silence for all our grandfathers, grandmothers and people who are sick and to keep them in our prayers.

APPROVAL OF AGENDA

Councilor Casey made a motion to amend the agenda by placing Executive session after public input making it Item # 7. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Casey made a motion to approve the agenda as amended. Councilor Howell and Councilor Ulibarri, Jr., both seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

City Clerk Casandra Fresquez thanked the Governing body for allowing her to speak and advised she was speaking on her behalf regarding her removal as City Clerk and Human Resource Director. City Clerk Fresquez advised she had worked with the City for almost twenty one years and was honest, hard working and had always followed the rules and regulations set forth by the authority. She stated that when she accepted the position almost eleven years ago, she took an oath to the Governing body and to the people she served in the community. Ms. Fresquez advised she performed her duties by ensuring transparent processes with professionalism, integrity and accountability and she would continue to do so regardless of where she was employed.

City Clerk Fresquez advised first and foremost, she thanked God, who directed her steps through wisdom and understanding, she thanked her family and friends who were always there for her and to all the community members for their confidence and support throughout the years. She advised she was grateful for the employees she worked with as they work together as a team and could not do her job without them and thanked them and to keep up the good work.

City Clerk Fresquez finished by saying “we each stand for something and I choose to stand for truth, and always doing the right thing, no matter the cost and in this case it is the question of my removal as City Clerk”. She stated to the Governing

body, in making their decision this evening, she asked that they look at the facts, the truth and her character, which spoke for itself.

Mayor Gurulé-Girón asked for a copy of Ms. Fresquez statement.

Corinna Laszlo-Henry advised she was speaking in support of Casandra Fresquez, and in her personal experience she had been professional, knowledgeable, hard working and also carried a great deal of institutional knowledge for the City. She stated that this was a weighty decision that they would undertake with the matter on the agenda and hoped they looked at it very closely.

Ms. Laszlo-Henry advised she had a general concern about the City and the Human Resources department, with Interim department heads in all but one department, no advertisement for those positions and an Interim City Manager. She advised it was undeniable that there had been a rapid turnover, a lot of personnel changes and the impression of the community was that this was having a negative impact on the City's ability to provide necessary services. Ms. Laszlo-Henry advised as they were weighing the obvious loss to the organization which would be letting go of the City Clerk, one of the four City officers, asked the Governing body to think about outside resources they could draw on, to look into how the City could do a better job recruiting, retaining and encouraging the hard work of the people who make the City. Ms. Laszlo-Henry thanked them for deliberating on it seriously.

Lee Einer advised he was speaking in support of Casandra Fresquez and stated he worked with her and knew her before he came on board with the City.

Mr. Einer advised they did not always agree on everything but did support the truth of everything that both Casandra and Corinna stated.

Mr. Einer advised there was no need to respond to his rhetorical questions and continued with stating, "How many key positions would you like to fill with inexperienced Interims?", "How many more circular firing squads do you want to have?", "How many City Officers, Directors, and Managers have left since this administration came on board?", "How many employees have left in the last year and a half?". He stated that the City must be down a hundred employees and had maybe twenty two or twenty three postings open on the Las Vegas website and advised that that was not healthy.

Mr. Einer stated "I understand it fully, when you can't keep the management together and make a foolish attack on people on your own team, you create an

atmosphere of uncertainty, an atmosphere of fear and he doesn't blame anyone for getting out of the City because it isn't a healthy situation." Mr. Einerer advised Council, what they had been called on to deliberate on tonight was not a healthy situation and Casandra had been doing her job, where was the problem? Mr. Einerer stated "when every single officer of the City has gotten the broom, where is the problem or is that just a coincidence, the old saying is, "Fish stink from the head, think about it".

EXECUTIVE SESSION

Councilor Casey made a motion to convene into executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Councilor Romero advised before voting to go into Executive session, he had a question and asked City Attorney Esther Garduno Montoya to explain the processes for executive session and asked if it would be a discharge hearing.

City Attorney Garduno Montoya advised the call was for the Mayor and governing body to go into executive session specific to discuss personnel matters and there would not be a formal hearing.

Councilor Romero asked who would be presenting to the Council, would it be the City Manager's recommendation or the Mayor's?

City Attorney Garduno Montoya advised all matters in Executive session were confidential and was not any type of hearing and the discussion would be limited to what the motion was regarding.

Councilor Romero asked who would be presenting that to Council in Executive session or was it due to the City Manager's recommendation.

City Attorney Garduno Montoya advised the reason why they were there was listed on the agenda and there were two items on the agenda and before the Council would go on to vote in a public manner there was a call for executive session to discuss limited personnel matters.

Councilor Howell advised the question was, who was going to present to them in Executive session and needed to know who was going to be speaking to them.

Mayor Gurulé-Girón advised that is for Executive discussion.

Councilor Romero advised someone called for the meeting for tonight.

Mayor Gurulé-Girón advised she called the Special meeting and that they were fully aware of that.

Mayor Gurulé-Girón asked for roll call once again and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Casey made a motion to reconvene into Regular session after being in Executive session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, and advised that no votes were taken in Executive session. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Removal of City Clerk, Casandra Fresquez.

Councilor Romero made a motion to disapprove the removal of City Clerk, Casandra Fresquez. Councilor Casey and Councilor Howell both seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A Ulibarri Jr.	No	Vincent Howell	Yes
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MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, FEBRUARY 20, 2019 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb, Sergeant at Arms

CALL TO ORDER

ROLL CALL

MOMENT OF SILENCE

Councilor Howell asked that we all keep in mind the many residents that were hurting a lot and to keep in our thoughts, the family that just endured the tragedy of a fire.

APPROVAL OF AGENDA

Councilor Casey made a motion to amend the agenda, moving XVI. Executive Session before Business Item #7. Councilor Romero seconded the motion. Mayor Gurulé-Girón 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 G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Casey made a motion to approve the agenda as amended. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for January 9th and January 16th, 2019, with amendments. Councilor Howell and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón advised there were no appointments/reports at this time due to length of presentations.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Gurulé-Girón advised there were no recognitions/proclamations at this time due to length of presentations.

PUBLIC INPUT

Oliver L'Esperance spoke regarding the concerns of citizens on the relocation of the Samaritan House to 501 7th Street, he informed they were in the process of starting a petition and asked the City's assistance in having a public meeting where the voices of the community could be heard regarding the relocation.

Mayor Gurulé-Girón advised that she would direct City staff to coordinate a Town Hall meeting in that area.

Marshall Poole, AWC Board member gave a detailed report regarding the Animal Welfare Coalition shelter for the month of January 2019. He also informed that the “dead on arrival” animals needed to be cremated for safety and health reasons and the crematory owned by the City on shelter property was not functioning and needed to be repaired and requested that the purchase order be completed. He asked that they be informed of anything they needed to do in order to complete that process so they may offer that service to the community as well.

Mr. Poole thanked Mayor Gurulé-Girón for signing a letter in support of Senate Bill 367 which collected revenue from pet food manufacturers for the labels of pet food they want to sell in New Mexico, which would generate funds for spay and neuter services throughout the state and rural shelters such as ours.

Mariano Ulibarri spoke briefly on his support in the upcoming presentation which would be given by Elizabeth Mohanna regarding the PRISM club and mentioned the revival of the Parachute Factory’s most successful events, “Fix It, Friday” which began in 2013 with the Vietnam Veterans of America. He advised it was to help others in fixing items that needed repair and would take place every last Friday of the month, at NMHU (Engineering Building), 916 11th Street.

Susie Tsyitee spoke on behalf of the Las Vegas Arts Council Board and thanked Mayor and Council for the positive working relationship they had with Virginia Marrujo and Angie Lyster.

Tina Gonzales spoke on behalf of the Fiesta Committee and herself, stating they had a good working relationship with Virginia Marrujo and Angie Lyster. She advised she supported Virginia Marrujo and hoped that she would be appointed as Community Development Director.

Lalo Sanchez spoke on several issues regarding the Utilities Department accusing him of having water leaks on his property. He stated it was not fair that he should be paying excessive amounts in utility water bills and was working on putting this to an end.

PRESENTATIONS

Police Chief David Bibb made a presentation on the Promotion to Police Lieutenant positions. He recognized the promotions to Police Lieutenant positions to Jason Gage and Alan Pacheco.

Police Chief David Bibb presented the Promotion to Police Sergeant positions. He recognized the promotions to Police Sergeant positions to Dillon Encinias, David Lautalo and Elias Rael.

Police Chief David Bibb kindly asked to change the order of the presentations and presented the City of Las Vegas Field Training Officers (FTO) as follows: David Trujillo, David Barela, Dillon Encinias, Jason Gage, Andrea Gutierrez, David Lautalo, Michael Lopez, Conrad Mares, Caleb Marquez, Joseph Mascarenas, Michael Ortega, Elias Rael, Monica Vigil and Daniel Casados.

Police Chief David Bibb advised that Retired Commander Juan Gonzales recognized, nominated and recommended Jason Gage and Darin Romero for a life saving medal when they performed extraordinary actions to save the life of a person that would have likely died if not for their actions. He presented Certificates & Life Saving Medals to them for their courageous actions during an emergency situation and unselfish devotion to the LVPD and the citizens of Las Vegas, New Mexico.

Mayor Gurulé-Girón thanked Police Chief Bibb, Deputy Chief Gallegos and Commander Padilla. She commended Mr. Gage and Mr. Romero for their remarkable actions on saving a life, that it was a privilege and honor to have the entire Las Vegas Police Department representing the City.

Leo Maestas with Office of Emergency Management gave a detailed powerpoint presentation regarding Mass Casualty Incident Plan.

Interim City Manager Gallegos advised that the adoption of the Resolution for the Mass Casualty Incident Plan would be brought under Business Item #1.

President Sam Minner, New Mexico Highlands University gave a detailed presentation regarding the following:

-Gene Torres Golf Course-Deficit, Partnerships with other entities for improvement and possibility of land development.

-Traffic Flow- Wayfinding on University and National Streets

-Town Gown Commission-Group establishment between the university and town municipality in order to work together effectively on issues.

Mayor Gurulé-Girón asked President Minner, in regards to his presentation, had he received any public input that was opposed to his presentation.

NMHU, President Minner stated that he had not received any opposition and advised that they had a large community meeting regarding the golf course, with good participation and positive interaction. He stated in terms of the redevelopment plan, Highlands was not directly involved with the plan and only were interviewed along with many other people and was not sure if the City sponsored any community forums.

Mayor Gurulé-Girón advised that they had and added that one of Mr. Minner's concerns raised was something that might not be in the actual plan at this time and they would have to revisit the current plan submitted and was a few months old and that she believed that there were some other issues raised this evening, that were no longer in the plan.

NMHU President Minner, reiterated that what he was reading, was the number one recommendation in the redevelopment plan, which was a few months old and stated that that was not something he was pushing. He stated that he stood ready to partner with the City if they were interested in pursuing it, and if it was the City's will to look into it, then he would do anything in his power to help.

Councilor Casey stated that of President Minner's goals, number two "Wayfinding" was her favorite and wished it would have been implemented back when she was a student at NMHU due to an incident that occurred. She stated that the pedestrian mall was a good thing to have.

Brief discussion took place on several issues regarding safety in the area of National Avenue, wayfinding and revenue for potential housing for professionals, that would contribute to the GRT.

Councilor Howell advised that if the Governing Body would decide to make a decision on Mr. Minner's proposal, he would personally support it. He stated it was important that the community focus more on the golf course and had the idea of businesses offering membership packets for the golf course as a way to raise revenue.

President Minner stated they had been looking into that, with some interest shown which was encouraging although that his motivation was not to make money off of the golf course and that it would be a good thing to have creative partnerships to bring more attention to the golf course. He stated that his interest was to come out even on the budget.

Councilor Romero advised that he agreed with some of President Minner's proposals and that the Mayor was the individual that had the discretion to create the committees which was an important step in addressing some of the proposals. He stated it was important to build communication with Highlands University in developing goals and plans and thought it was time to put the many ideas into action.

Mayor Gurulé-Girón advised that she appreciated Councilor Romero's recommendation and would look into that and she would review every piece of paperwork that would come through her office in regards to the plan. She advised that she would ensure it was consistent with the plan, that the life expectancy of the plan was still there and that there was nothing that would deviate from the current plan. She added that they would acquire public input and hold town hall meetings.

Mayor Gurulé-Girón advised that creating a committee would have to be a culmination of the committee of the entire City that would fairly represent each single ward without political affiliation or influence. She made the recommendation of the City Manager, City Attorney, Community Development Director and herself to be involved in the Town Hall meetings in order to be fully apprised.

President Minner asked if the Metropolitan Development Plan had been updated.

Mayor Gurulé-Girón advised that that was the most current plan, which she reviewed and did not completely agree with the plan although believed there was hope and believed that there was something in the plan that would move the City forward. She thanked President Minner for all he had been doing for Highlands University.

Elizabeth Mohanna and New Mexico Highlands University students gave a presentation regarding the PRISM club, informing that the 1st Las Vegas, New Mexico Pride Parade would take place on Saturday, April 27, 2019.

Mayor Gurulé-Girón wished them the best and advised if the City could do anything to support them, they would.

Councilor Casey asked if there would be other events taking place, other than the parade.

Highlands University student advised that after the parade, they would have performers at the Plaza Park Gazebo.

Councilor Howell advised that it would be a great educational opportunity for the community.

Mr. Ed Toms with AECOM gave a detailed powerpoint presentation on the Peterson Dam Project.

Councilor Howell stated that the funding costs were based on the year 2015 and asked what the percentage increase would be for the current costs regarding Peterson Dam and asked what the life expectancy of the new dam would be.

Mr. Toms advised it would be about a 12% increase and with the new technology on concrete, the life of the dam would be 100+ years.

CITY MANAGER'S REPORT

Community Development Code Enforcement Officer Jeremiah Gutierrez gave a detailed powerpoint presentation regarding property issues being addressed in the City of Las Vegas.

Councilor Romero asked how long Code Enforcement was giving the tenants on Bridge Street regarding repainting the historic building, discussed on the presentation.

Interim Community Development Director Marrujo advised that they had been working on it for a couple of weeks and that it was only a matter of getting J & E and the property owner to meet the DRB regarding painting requirements.

Councilor Casey advised that she had asked several times about properties that had been reported since last May and nothing was being done and she had received complaints from constituents regarding no work being done on these

properties, being 3rd Street, 6th Street and also 1st Street which was reported as having a cow in the backyard and burning tires on that property. She asked Mr. Gutierrez to please go back to Levy's records and research those properties.

Community Development Interim Director Marrujo advised that they had been moving forward with the 6th street property that had been brought to Council and was ready for abatement.

Councilor Romero asked what the plan was for Code Enforcement in being proactive regarding the properties that were not being called in. He suggested that the plan include prioritizing the properties as they were used.

Interim Community Development Director Marrujo advised that the Mr. Gutierrez when able, drove throughout the City assessing buildings, businesses, residences and vacant lots and was eager to address issues before the summer, as that is the time rodents would be present, which would add to the problem.

Discussion took place regarding the status of the properties Tilden Ave., the property near Las Vegas Police Department and 6th Street.

Councilor Ulibarri, Jr. asked how the property list was prioritized and stated that the the properties that he had brought with concerns, were not included in the list and that not much work was done on those properties. He asked if information on properties that were being addressed could be provided to them, so they could be informed as to what was being done by ward.

Ms. Marrujo advised that Mr. Gutierrez was continuing where Mr. Lujan left off and was addressing the properties with files on them first although he was trying to patrol different areas and wards. She advised they would provide the property information which would include wards.

Councilor Howell welcomed Jeremiah Gutierrez as Code Enforcement Officer and asked if the area of 12th Street near Leo's Glass could be looked at, as there were two abandoned cars in that area. He also asked if an abandoned house with overgrown weeds and vermin on Peggy Lane could be addressed.

Mayor Gurulé-Girón asked Ms. Marrujo that she provide a copy of the presentation to Council and informed Council that in the future to please address issues in their wards under Councilor's Reports.

Virginia Marrujo advised that she and Film/Event Planner Angie Lyster had attended the Film & Television Hall of Fame recently and that the City of Las Vegas was inducted into the Hall of Fame for the entire aspects of film.

Mayor Gurulé-Girón thanked the Community Development Department for their accomplishments and hard work.

Virginia Marrujo informed that Las Vegas Day/Night was upcoming on Thursday February 28, 2019, Las Vegas Day beginning at 10 am-3 pm. She advised that letters had been sent out to Legislators, the Governor and Lt. Governor and added that there would be several speakers at Las Vegas Night, including 3 Mayors. Ms. Marrujo informed there would be other entities there representing Las Vegas and stated that entertainment would include dancers, both Mariachis, Gabriel Serna and Gonzalo, closing out the event.

Councilor Romero stated that he knew the Lt. Governor had been invited and asked if the Attorney General and the State Auditor would be there.

Ms. Marrujo advised that the Lt. Governor would be there and would be speaking.

Councilor Romero advised he knew our Mayor and the Mayor of Pecos would be there and asked who the third Mayor was.

Ms. Marrujo stated that the Mayor of Wagon Mound would also be attending.

Utilities Director Maria Gilvarry reported that the Cabin Site Water Tank passed the final inspection and staff was in the process of filling the tank and that they were working during overnight (low demand hours) as to not impact our customers and would have a better idea in a few days as when the tank would be filled.

Ms. Gilvarry reported that a recent water leak started the day before, that the Utilities Department tried isolating it and were able to patch it although did not completely stop the leak. She advised they continued to try to isolate and stop water flow although it became too cold and late causing equipment to freeze and caused safety issues for staff and were sent home, leaving it with only a partial patch. Utilities Director Gilvarry advised that the next morning they found the rogue valve under a pile of railroad ties, isolated and repaired it and were able to restore the Cabin Site supplemental tank.

Ms. Gilvarry advised that water lines have failures and challenges with looking for valves and advised she was working on establishing a valve/hydrant crew in order to be dedicated to exercising, locating, uncovering and repairing/replacing valves and hydrants. She advised that the goal was to GPS all valves and hydrants in order to locate them as opposed to referring to old maps or recollection.

Ms. Gilvarry reported that the City's contracted manager was able to receive assistance regarding the restoration of pump house at Camp Luna, even if there would be a loss of water, the pumps would kick on to provide water from Luna Tank to the Camp Luna residents.

Councilor Romero stated that he received a call from school maintenance with frustration regarding the water outage and asked who in the City puts out the public notice or notifies the schools staff about the water issues. He thought it would be good to get with the schools to discuss the point of contact in order to avoid confusion and lack of information.

Ms. Gilvarry informed that she advises her staff as to when to put out a Public Service Announcement and that they notify entities that will be more impacted and advised that the Maintenance Supervisor of West Las Vegas was notified, knowing it would be more impacted than East Las Vegas. She stated that the Administration Offices were also contacted, that the PSAs go out through the radio station, posted on the website and they address phone calls as they come in.

FINANCE REPORT

Interim Finance Director Tana Vega gave a presentation on the Finance Report for the month ending January 31, 2019, (58% of year lapsed). She reported the General Fund revenue was at 59% and the expenditures were at 47%. Interim Finance Director Vega informed that the Enterprise Funds revenue came in at 55% and expenditures were at 47%. Ms. Vega reported the Recreation Department revenue was at 42% and expenditures came in at 43%.

Brief discussion took place regarding Recreation Center revenues and positive cash balances.

CONSENT AGENDA

The Consent Agenda was read by Deputy Clerk Danielle Sena as follows:

1. Approval for Out of State Travel to Phoenix, Arizona for two police personnel to attend Police Internal Affairs Training on April 7-13, 2019.
2. Approval for Out of State Travel to Longmont, Colorado for an Animal Control Officer to attend the Training Academy on animal care and cruelty investigation training on April 8-12, 2019.
3. Approval of Resolution No. 19-08 assuring the availability of matching funds for the participation in the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP), in the amount of \$75,000.00 which is 25% of total estimated project cost of \$300,000.00 for phase 3 of 5.

Resolution 19-08 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 19-08**

A contract funding resolution to the New Mexico Department of Transportation.

WHEREAS, the City of Las Vegas received an invitation from the New Mexico Department of Transportation, District IV, Las Vegas New Mexico to participate in the 2019/2020 Cooperative Agreement Funding Program, and;

WHEREAS, the City of Las Vegas is responding to the invitation by submitting a project proposal to New Mexico Department of Transportation, District IV, and;

WHEREAS, the City of Las Vegas will budget up to \$75,000.00, in the appropriate budget cycle to provide matching funds at a percentage of 25% of the total cost of the project, which is estimated at \$300,000.00, and;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Las Vegas, that I, Tonita Gurule-Giron, Mayor, hereby authorize the submission of an application to the New Mexico Department of Transportation for the plan, design and construction of roadway improvements to Keen Street from Grant Street to West National Avenue and from West National Avenue to South Pacific Street within the City of Las Vegas, and hereby commit to the funding of such projects as specified in the application.

PASSED, ADOPTED, AND APPROVED THIS _____ DAY OF FEBRUARY, 2019

ATTEST:

Tonita Gurule-Giron
Mayor

Casandra Fresquez, City Clerk

4. Approval of Resolution No. 19-09 assuring the availability of matching funds for the participation in the New Mexico Department of Transportation Municipal Arterial Program (MAP), in the amount of \$125,000.00 which is 25% of the total estimated project cost of \$500,000.00 for phase 2 of 5.

Resolution 19-09 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 19-09**

A contract funding resolution to the New Mexico Department of Transportation:

WHEREAS, the City of Las Vegas received an invitation from the New Mexico Department of Transportation, to participate in the 2019/2020 Municipal Arterial Program (MAP), and;

WHEREAS, the City of Las Vegas is responding to the invitation by submitting a project proposal to the New Mexico Department of Transportation, for the 2019/2020 fiscal year, and;

WHEREAS, the City of Las Vegas will budget \$125,000, in appropriate budget cycle to provide matching funds at a percentage of 25% of the total cost of the project, which is estimated at \$500,000.00, and;

WHEREAS, the Scope of Work is intended for the design and construction of milling, repaving, drainage improvements, and miscellaneous improvements to Mountain View Drive as part of the Phase II Improvements and;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Las Vegas, that I Tonita Gurule-Giron, Mayor, hereby authorize the submission of an application to the New Mexico Department of Transportation for the road improvements along Mountain View Drive, and hereby commit to the funding of such projects as specified in the application.

PASSED, ADOPTED, AND APPROVED THIS ____ DAY OF FEBRUARY, 2019.

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Councilor Casey made a motion to approve the Consent Agenda as read into the record. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution No. 19-12, mass casualty incident planning process and adoption of the San Miguel County/City of Las Vegas Mass Casualty Incident Plan.

Leo Maestas from the Office of emergency Management advised that a Resolution approving participation in the mass casualty incident planning process and adoption of the San Miguel County/City of Las Vegas Mass Casualty Incident Plan.

Councilor Romero made a motion to approve of Resolution No. 19-12, mass casualty incident planning process and adoption of the San Miguel County/City of Las Vegas Mass Casualty Incident Plan. Councilor Howell seconded the motion.

Resolution 19-12 was presented as follows:

**CITY OF LAS VEGAS
RESOLUTION NO. 19-12**

**A RESOLUTION APPROVING PARTICIPATION IN THE MASS CASUALTY
INCIDENT PLANNING PROCESS AND
ADOPTION OF THE SAN MIGUEL COUNTY/CITY OF LAS VEGAS
MASS CASUALTY PLAN**

WHEREAS, the City of Las Vegas Government desires to prepare and mitigate for such hazards and seeks to promote the health, and general welfare of the jurisdiction and the safe, orderly and healthful development of the jurisdiction, and

WHEREAS, the City of Las Vegas Government worked with local stakeholders and other participating jurisdictions to develop a Mass Casualty Incident Plan; and,

WHEREAS, the New Mexico Department of Health and Emergency Preparedness supports Local Mass Casualty Incident Planning and encourages local government to participate in the jurisdiction mass Casualty Incident Planning process; and

WHEREAS, the staff recommends that the City of Las Vegas Government approve the Mass Casualty Incident Plan; and

WHEREAS, the City of Las Vegas Government deems it in the public interest to approve this plan; and

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas Government that this plan be approved.

City of Las Vegas:

Contractor:

Tonita Gurulé-Girón, Mayor

ATTEST:

Approved as to Legal Sufficiency Only:

Casandra Fresquez, City Clerk

Esther Garduno-Montoya, City Attorney

Mayor Gurulé-Girón 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 G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

2. Approval/Disapproval of Resolution No. 19-10, Budget Adjustment.

Interim Finance Director Tana Vega advised that the City of Las Vegas was requesting increases to the FY2019 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2019 Budget, specifically the Police Department had collected monies in overtime paid out from the movies, Walmart and a grant from the US Marshal's office.

Councilor Howell asked if Walmart paid the City, due to him not seeing a check.

Interim Finance Director Vega advised yes, they had paid the Officers overtime for Black Friday.

Councilor Casey made a motion to approve of Resolution No. 19-10, Budget Adjustment. Councilor Howell seconded the motion. Resolution 19-10 was presented as follows:

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 19-10**

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2018-19, and

WHEREAS, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include an increase of \$13,885.00 in revenues and expenditures for overtime salaries collected from miscellaneous overtime reimbursements for security for movies and Wal-Mart's Black Friday event; increase of \$1,565.00 in revenues and various expenditures in Fund PD Awards received from two donors; increase of \$2,517.00 in revenues and expenditures in Seizures & Donations Fund received for forfeited funds received from the District Attorney's office; increase of \$8,000.00 in revenues and expenditures for a US Marshal grant for the purpose of overtime salaries;

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 20th day of February, 2019

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

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

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

3. Approval/Disapproval of Resolution No. 19-11 authorizing and approving submission of an application for financial assistance and project approval to the new Mexico Finance authority (NMFA) to update the City of las Vegas Comprehensive Master Plan.

Grants Writer/Administrator Robert Archuleta advised that the City of Las Vegas on behalf of the Governing Body intends to submit the application to the New Mexico Finance Authority to develop a planning document to develop a long-range plan for the benefit of the Governmental Unit and its citizens for a Comprehensive Master Plan. Mr. Archuleta added that the application was complete with all documents required and advised that the monies would be released in March, which would put them ahead of the game. He stated that they would drive to Santa Fe to drop off the application in hopes of being the first municipality to do so.

Mayor Gurulé-Girón thanked Grants Writer/Administrator Archuleta for all he did for the City and stated she knew he had been receiving requests for public input information from the Community Development Department and thanked him for his exceptionally instrumental manner in preparing every piece of documentation regarding those requests. She stated he was doing a good job in preparing NMFA and Legislative documents as well.

Councilor Romero commended Mr. Archuleta on his professionalism and sense of urgency to complete applications, projects and grants that will benefit the City and thanked him for information he had previously needed.

Discussion took place regarding the requirements of applying for the CDBG grant.

Councilor Howell requested that Council be notified of upcoming CDBG public meetings.

Interim City Manager Gallegos advised they would probably hold 2-3 public meetings and would inform Council as to when they would take place.

Councilor Casey thanked Mr. Archuleta for being proactive, planning ahead and for the incredible amount of research he did. She added that his work that had come before Council, was impeccable.

Councilor Howell agreed with Councilor Casey, in regards to Mr. Archuleta's work.

Councilor Ulibarri, Jr. thanked Mr. Archuleta for a job well done and mentioned that the streets on the West side had not been addressed and hoped that he could assess them soon.

Councilor Casey made a motion to approve of Resolution No. 19-11 authorizing and approving submission of an application for financial assistance and project approval to the New Mexico Finance Authority (NMFA) to update the City of Las Vegas Comprehensive Master Plan. Councilor Ulibarri, Jr. and Councilor Howell seconded the motion.

Resolution 19-11 was presented as follows:

City of Las Vegas, NM
Resolution No. 19-11

A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY (NMFA)

ADOPTING THE FY 2019 "SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY TO UPDATE THE CITY OF LAS VEGAS' COMPREHENSIVE MASTER PLAN"

WHEREAS, the City of Las Vegas, is a duly organized Municipality and is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-6.4 through 6-21-31, NMSA 1978 ("Act"); and

WHEREAS, the NMFA is authorized pursuant to the Act, particularly Section 6-21-6.4 of the Act, to make grants from the local government planning fund (the "Fund") creation; administration; purposes, to develop such projects like long-term master plans; and

WHEREAS, pursuant to the Act, the NMFA has developed an application procedure whereby the Governing Body may submit an application ("Application") to the Finance Authority for planning grant financial assistance from the Fund; and

WHEREAS, the City of Las Vegas, desires to submit an Application for financial assistance from the Fund for a Planning Document, as defined in the Rules Governing the Local Government Planning Fund currently in effect to benefit the City of Las Vegas and its citizens; and

WHEREAS, the City of Las Vegas intends to submit the Application to the NMFA to develop a planning document to develop a long-range plan for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the City of Las Vegas intends to plan, develop, and implement a Comprehensive Master Plan for the benefit of the City of Las Vegas and its citizens; and

WHEREAS, the application prescribed by the NMFA to finance the Comprehensive Master Plan in whole or in part with financial assistance from the Fund has been completed, submitted to, and reviewed by the Governing Body; and

WHEREAS, Resolution No. 19-11 approving submission of the completed Application to the NMFA for its consideration and review, is a required part of the Application process.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF LAS VEGAS GOVERNING BODY:

1. The City of Las Vegas has endorsed and approved the application for financial assistance request to the New Mexico Finance Authority, Local Government Planning Fund to support the development of a Comprehensive Master Plan.
2. The completed application is hereby approved and confirmed by the Governing Body of the City of Las Vegas and the grant application will be submitted to NMFA to seek financial assistance from the Local Government Planning Fund.
3. Resolution No. 19-11 shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED THIS _____ day of February _____, 2019
CITY OF LAS VEGAS

Mayor Tonita Gurulé-Girón
(Seal)

ATTEST:

Casandra Fresquez, City Clerk

Esther Garduño-Montoya, City Attorney
(for legal sufficiency only)

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

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

4. Approval/Disapproval to award Request for Proposal #2019-07 to Souder, Miller & Associates for water and wastewater treatment plant operations and management services.

Utilities Director Maria Gilvarry advised that this proposal would assist the City with management of the water and wastewater treatment plants as needed. Ms. Gilvarry added that proposals were published on January 25, 2019 and opened on February 12, 2019 with two bidders being Jacobs and Souder Miller, both proposals were evaluated by the board and the recommendation was for Souder, Miller & Associates.

Lengthy discussion took place regarding training, testing and recruiting Level IV Operators.

Councilor Casey made a motion to approve to award Request for Proposal #2019-07 to Souder, Miller & Associates for water and waste water treatment plant operations and management services. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

5. Approval/Disapproval to award Request for Proposal #2019-07 to The Electric Horseman, Inc. for commercial electrical services.

Utilities Director Gilvarry advised that this proposal would assist the City with commercial electrical services as needed. She informed that at the time of issues at the water plant, they realized that they were in need of many electrical services and did not have time to go through the normal procurement process and went through the emergency process with explanation as to why. She advised that the request for proposal was published on January 25, 2019 and opened on February 12, 2019, with only one bidder, Electric Horseman, Inc. who had worked on several other projects before with the City, was a quality company and met all qualifications.

Councilor Romero stated that Electric Horseman, Inc. was a great company, did great work, with good service and asked if there was a priority based system in case of emergencies.

Utilities Director Gilvarry advised that the Electric Horseman, Inc. had multiple employees who would be available and the company knew to put the City as priority when it came to water or wastewater issues.

Councilor Howell asked how long the contract was for, if it was only as needed and why was there only one bidder.

Utilities Director Gilvarry advised that the contract was up to 4 years, renewable every year, it was on an as needed basis and she did not know why there was only one bidder.

Councilor Howell made a motion to approve to award Request for Proposal #2019-08 to The Electric Horseman, Inc. for commercial electrical services. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

6. Approval/Disapproval to award Request for Proposal #2019-09 to Hays Plumbing & Heating, Inc.

Utilities Director Gilvarry advised that this proposal would assist the City with commercial plumbing services as needed and that the proposal was published on January 25, 2019 and opened on February 12, 2019, with a sole bidder being Hays Plumbing & Heating, Inc. and met all qualifications.

Ms. Gilvarry disclosed that her son was employed with Hays Plumbing & Heating, Inc., that he had been hired a few years ago, as a laborer.

Mayor Gurulé-Girón thanked Ms. Gilvarry for disclosing that information.

Councilor Howell made a motion to approve to award Request for Proposal #2019-09 to Hays Plumbing & Heating, Inc. Councilor Casey and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

EXECUTIVE SESSION

Councilor Casey made a motion to go into Executive Session for the purpose to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and for the purpose of discussing 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.

Mayor Gurulé-Girón asked Councilor Casey, if the personnel matters discussion pertained to the Community Development Director position.

Councilor Casey stated that that was correct.

Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Casey made a motion to reconvene into regular session from Executive Session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and to discuss 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. She advised that no action or votes were taken. Councilor Howell seconded the motion. Mayor Gurulé-Girón 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 G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

7. Approval/Disapproval to appoint Virginia Marrujo as the Community Development Director.

Interim City Manager Ann Marie Gallegos advised 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.

Councilor Casey made a motion to disapprove to appoint Virginia Marrujo as Community Development Director. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	No	Vincent Howell	Yes
Barbara A. Casey	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

COUNCILORS' REPORTS

Councilor Romero took the opportunity to thank Recreation Department Manager Sonia Gomez for all the good work she was doing in maintaining the operations of the Recreation Center.

Interim City Manager Gallegos stated to Councilor Romero that the list of the nonprofits funded in the last 2 years was completed by Tana Vega although she had already left the meeting. She informed him that there were 3 nonprofits funded in the last 2 years, which were: Mainstreet, IBA and Samaritan House.

Councilor Romero requested that it be emailed to him and added that the reason he asked was that there was concern and confusion regarding funding for EDC.

Mayor Gurulé-Girón advised that statutorily, the City had to fund Mainstreet (\$35,000.00), and Legislatively, the City had to fund IBA (\$10,000.00) and that essentially the City did not have to fund anyone else. She advised that they had held every nonprofit accountable, with deliverables they needed to accomplish, after seeing nonprofits duplicate efforts, they were now streamlining nonprofit dollars and were using those dollars to tie into marketing and Lodgers Tax.

Councilor Romero advised that he was just asking for the nonprofit funding information to have available.

Councilor Casey thanked Recreation Department Manager Sonia Gomez and staff for the good job they were doing at the Recreation Department, she advised that there were many positive posts on Facebook regarding the wonderful service they have received from Sonia and her staff.

Councilor Casey advised that she spoke to John Spencer from the Tree Board, in regards to the City being able to budget \$10,000.00 in order to purchase 1,000 trees to be planted through the community, replacing old trees. She asked Interim City Manager Gallegos if she would advise Council as to when the meetings would be held regarding the trees, so that if able, they may attend.

Interim City Manager Gallegos advised that they had been in communication with Mr. Spencer a few weeks ago on the process of removing old trees and would continue to work with him on the budget issue. She stated that she would advise Council of those meeting dates.

Councilor Howell stated that he understood that there had been an employee who had retired as the janitor at the Las Vegas Police Department and asked if he had already been replaced.

Interim City Manager Gallegos advised that yes, he had retired and that there was not a replacement yet and that the position had been advertised for in-house employees.

Councilor Howell asked, by pulling other employees from other departments, would that backlog their duties in their departments.

Interim City Manager Gallegos informed that she did not think it was affecting their duties, she added that they send a crew of 2-3 people to the Police Department and get it done within 1-1 ½ hours and that they had been able to manage so that the Police Department did not have to find someone although it was being advertised.

Councilor Ulibarri, Jr. thanked Utilities Director Gilvarry for her work in getting the storage tank at Camp Luna going after 2 months, he also thanked all Directors and City staff for all their hard work.

Councilor Romero stated that during the time of the snowstorm, there was concern regarding the Streets Department employees and that they were at the Police Department cleaning instead of removing snow, which was priority.

Interim Public Works Director Chris Rodarte advised that they did their snow removal and stated that he scheduled two different employees every afternoon to the Police Department and had not affected them and were rotating and cross training. He advised that they were pulling employees from Streets, Public Facilities and Parks Departments.

Mayor Gurulé-Girón advised that the position would be filled and that was the key thing.

Brief discussion took place regarding the Tree Board and the City applying for available grants.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 27 February 2019 DEPT: Police MEETING DATE: *March 20, 2019*

ITEM/TOPIC: *Presentation on Certificate of Appreciation for Four (4) Police Personnel.*

ACTION REQUESTED OF COUNCIL: *Presentation Only*

BACKGROUND/RATIONALE: *The Las Vegas Police Department would like to present a certificate of appreciation to four (4) police personnel for outstanding service and unselfish devotion to the Las Vegas Police Department & the community of Las Vegas, New Mexico.*

STAFF RECOMMENDATION: *No action*

COMMITTEE RECOMMENDATION: *None*

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.



David T. Bibb III
Chief of Police

REVIEWED AND APPROVED BY:



TONITA GURULÉ-GIRÓN
MAYOR



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

Esther Garduño Montoya
City Attorney
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

CERTIFICATE OF APPRECIATION

AWARDED TO

*Dispatcher Brandon
Grastan*



FOR OUTSTANDING SERVICE AND UNSELFISH DEVOTION
TO THE LAS VEGAS POLICE DEPARTMENT
& TO THE COMMUNITY OF LAS VEGAS.

AWARDED THIS 20TH DAY OF MARCH 2019

David T. Bibb III

Chief of Police, David T. Bibb III

M. David Gallegos

Deputy Chief, M. David Gallegos

Tonita Gurulé-Girón

Mayor, Tonita Gurulé-Girón

CERTIFICATE OF APPRECIATION

AWARDED TO

Sergeant Elias Rael



FOR OUTSTANDING SERVICE AND UNSELFISH DEVOTION
TO THE LAS VEGAS POLICE DEPARTMENT
& TO THE COMMUNITY OF LAS VEGAS.

AWARDED THIS 20TH DAY OF MARCH 2019


Chief of Police, David T. Bibb III


Deputy Chief, M. David Gallegos


Mayor, Tonita Gurulé-Girón

CERTIFICATE OF APPRECIATION

AWARDED TO



Sergeant David Lautalla

FOR OUTSTANDING SERVICE AND UNSELFISH DEVOTION
TO THE LAS VEGAS POLICE DEPARTMENT
& TO THE COMMUNITY OF LAS VEGAS.

AWARDED THIS 20TH DAY OF MARCH 2019

David T. Bibb III

Chief of Police, David T. Bibb III

M. David Gallegos

Deputy Chief, M. David Gallegos

Tonifa Gurulé-Girón

Mayor, Tonifa Gurulé-Girón

CERTIFICATE OF APPRECIATION

AWARDED TO

*Administrative Aide JJ
Raelene Lopez*



FOR OUTSTANDING SERVICE AND UNSELFISH DEVOTION
TO THE LAS VEGAS POLICE DEPARTMENT
& TO THE COMMUNITY OF LAS VEGAS.

AWARDED THIS 20TH DAY OF MARCH 2019

David T. Bibb III

Chief of Police, David T. Bibb III

M. David Gallegos

Deputy Chief, M. David Gallegos

Tonita Gurulé-Girón

Mayor, Tonita Gurulé-Girón

**GENERAL FUND REVENUE COMPARISON
THRU FEBRUARY 28, 2019 67% OF YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2019**

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) FY 2019 % REV
	FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	
PROPERTY TAX	1,291,000	1,485,000	990,000	1,053,532	918,426	62%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	2,366,667	2,432,019	2,370,033	67%
FRANCHISE TAX	775,000	750,000	500,000	482,389	516,558	69%
GROSS RECEIPT TAX .75	2,440,000	2,332,500	1,555,000	1,597,746	1,835,235	79%
1/8 INFRASTRUCTURE	360,000	372,000	248,000	254,367	264,470	71%
GRT .25(JAN 2011)	725,000	1,060,000	706,667	719,240	741,082	70%
GRT -HOLD HARMLESS (JULY 2015)	(110,400)	-	0	(73,571)	-	
LICENSE & FEES	61,000	83,500	55,667	71,267	33,922	41%
INTERGOVERNMENTAL	83,716	77,144	51,429	55,088	54,116	70%
LOCAL-FINES	77,000	66,500	44,333	40,088	34,911	52%
LOCAL-MISC	1,737,235	1,648,800	1,099,200	1,182,613	1,139,972	69%
TOTAL	10,989,551	11,425,444	7,616,963	7,814,780	7,908,724	69%

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

FISCAL YEAR 2019

Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B) %
	FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	FY 2019 AVAIL. BAL.	BDGT
JUDICIAL	307,959	294,648	196,432	188,129	179,329	115,319	61%
GOVERNING BODY		73,038	48,692		49,000	24,038	67%
MAYOR		60,736	40,491		35,263	25,473	58%
MANAGER		261,412	174,275		128,934	132,478	49%
EXECUTIVE	397,969		0	246,514		0	0%
MUNICIPAL CLERK	272,858	222,499	148,333	144,130	149,446	73,053	67%
CITY ATTORNEY	231,944	229,704	153,136	114,842	88,175	141,529	38%
PERSONNEL/HR	278,960	245,259	163,506	167,622	132,935	112,324	54%
FINANCE	452,393	467,223	311,482	284,664	264,576	202,647	57%
COMMUNITY DEV.	533,845	528,706	352,471	263,412	224,726	303,980	43%
POLICE	3,854,744	4,006,680	2,671,120	2,344,267	2,529,971	1,476,709	63%
CODE ENFORCEMENT	136,113	150,334	100,223	77,377	74,554	75,780	50%
ANIMAL SHELTER	135,490	135,490	90,327	88,320	89,070	46,420	66%
FIRE	1,257,365	1,357,467	904,978	766,546	780,594	576,873	58%
PUBLIC WORKS/AIRPORT	474,004	450,832	300,555	226,261	283,632	167,200	63%
PARKS	286,222	290,709	193,806	184,147	135,802	154,907	47%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	205,217	200,046	133,364	101,048	121,397	78,649	61%
MUSEUM	150,845	148,116	98,744	86,970	81,031	67,085	55%
GENERAL SERVICES	2,358,248	3,161,410	2,107,607	1,114,221	1,375,266	1,786,144	44%
SALARY CONTINGENCY	0	0	0	0	0	0	0%
TRANSFERS	719,667	739,667	493,111	479,672	495,338	244,329	67%
TOTAL	12,053,843	13,023,976	8,682,651	6,878,141	7,219,037	5,804,939	55%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU FEBRUARY, 2019 67% YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2019**

		<u>Total Budget to Actual Comparison</u>				G	
		A	B	C	D	E	(E/B) %
		FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	BUDGET
WASTE WATER (610)		2,866,100	2,966,100	1,977,400	2,016,736	2,036,047	69%
NATURAL GAS (620)		5,236,000	5,036,000	3,357,333	2,829,760	3,161,754	63%
SOLID WASTE (630)		3,419,400	3,419,400	2,279,600	2,283,636	2,256,208	66%
WATER (640)		4,800,150	5,138,950	3,425,967	3,401,794	3,523,605	69%
Total of Enterprise Funds		16,321,650	16,560,450	11,040,300	10,531,926	10,977,614	66%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU FEBRUARY, 2019 67% YEAR LAPSED (8 of 12 months)
FISCAL YEAR 2019**

		<u>Total Budget to Actual Comparison</u>				H	
		A	B	C	D	E	(E/B) %
		FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	BUDGET
WASTE WATER(610)		3,297,778	3,317,958	2,211,972	1,991,637	2,048,109	62%
NATURAL GAS (620)		5,938,908	5,387,273	3,591,515	2,916,165	3,038,014	56%
SOLID WASTE (630)		3,733,787	3,760,097	2,506,731	2,252,585	2,130,497	57%
WATER (640)		5,681,820	4,707,663	3,138,442	3,458,033	2,702,812	57%
Total of Enterprise Funds		18,652,293	17,172,991	11,448,661	10,618,420	9,919,432	58%
						FY 2019 AVAIL. BAL.	
						1,269,849	
						2,349,259	
						3,616,145	
						2,619,062	
						9,854,315	

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU FEBRUARY 28, 2019 - 67% OF YEAR LAPSED 8 OF 12 MONTHS
FISCAL YEAR 2019**

	A	B	C	D	E	G (E/B) % REV
	FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	
RECREATION-TAXES (Cig)	0	0	0			
WELLNESS CENTER	115,000	115,000	76,667	76,611	73,237	0%
OPEN SWIM	20,000	20,000	13,333	5,313	5,551	67%
YAFL	0	0	0	0	0	27%
YABL	20,000	16,500	11,000	4,570	2,396	0%
SUMMER FUN PROGRAM	20,000	26,000	17,333	3,080	23,716	28%
RECREATION-OTHER	108,964	85,000	56,667	36,557	20,923	12%
GEN FUND TRANSFER	400,000	400,000	266,667	266,560	266,560	43%
TOTAL	683,964	683,964	441,667	392,691	392,382	67%
						57%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU FEBRUARY 28, 2019 - 67% OF YEAR LAPSED 8 OF 12 MONTHS
FISCAL YEAR 2019**

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2018 BUDGET	FY 2019 BUDGET	FY 2019 YTD - BUDGET	FY 2018 YTD - ACTUAL	FY 2019 YTD - ACTUAL	FY 2019 AVAIL. BAL.	
EMPLOYEE EXP.	594,089	633,166	422,111	335,709	322,760	310,406	51%
YAFL	0	0	0	0	0	0	0%
YABL	4,050	8,500	5,667	2,835	4,447	4,053	52%
OTHER OPERATING EXP.	138,562	95,350	63,567	47,621	39,374	55,976	41%
CAPITAL OUTLAY	8,000	9,500	6,333	4,774	3,825	5,675	40%
TOTAL	744,701	746,516	497,677	390,939	370,405	376,111	50%

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/08/2019

DEPT: Finance

MEETING DATE: 03/20/19

DISCUSSION ITEM/TOPIC: Resolution 19-13

ACTION REQUESTED OF COUNCIL: Acceptance and Approval of Resolution 19-13

BACKGROUND/RATIONALE: The City of Las Vegas is requesting acceptance and approval of the FY2018 Audit Report per Section 2.2.2.10M (4) NMAC of the Audit Rule.

STAFF RECOMMENDATION: Approval

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 M. GALLEGOS
INTERIM CITY MANAGER



TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD ONLY)

ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

ACCEPTANCE AND APPROVAL OF THE FY2018 AUDIT RESOLUTION 19-13

WHEREAS, the City of Las Vegas is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2018; and,

WHEREAS, the City of Las Vegas Governing Body has directed the accomplishment of the audit for FY2018 be completed; and,

WHEREAS, this audit has been completed and presented to the City of Las Vegas Governing Body per the February 23, 2019 Letter from the State Auditor authorizing release of the FY2018 audit;

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that "Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable,"; and,

NOW THEREFORE, BE IT RESOLVED, that the City of Las Vegas Governing Body does hereby accept and approve the completed audit report and findings as indicated within this document;

ACCEPTED AND APPROVED the 20th day of March 2019 in regular session by the City of Las Vegas Governing Body, at Las Vegas, San Miguel County, New Mexico.

Tonita Gurule-Giron, Mayor

David Ulibarri, Councilor

Vince Howell, Councilor

Barbara Perea-Casey, Councilor

David G. Romero, Councilor

ATTEST BY:

Casandra Fresquez, City Clerk

Brian S. Colón, Esq.
State Auditor



Natalie Cordova, CPA
Deputy State Auditor

State of New Mexico
OFFICE OF THE STATE AUDITOR

Via Email

March 4, 2019

SAO Ref. No. 6104

Ann Marie Gallegos, Interim City Manager
City of Las Vegas

amgallegos@lasvegasnm.gov

Re: Authorization to Release FY2018 City of Las Vegas Audit Report

The Office of the State Auditor (Office) received the audit report for your agency on 12/18/2018. The OSA has completed the review of the audit report required by Section 12-6-14(B) NMSA 1978 and 2.2.2.13 NMAC. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted with your agency to perform the financial and compliance audit. In accordance with the audit contract, the IPA is required to deliver to the agency the number of copies of the report specified in the contract.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become a public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the OSA. Once the five-day period has expired, or upon the OSA's receipt of a written waiver:

- the OSA will send the report to the Department of Finance and Administration, the Legislative Finance Committee and other relevant oversight agencies;
- the OSA will post the report on its public website; and
- the agency and the IPA shall arrange for the IPA to present the report to the governing authority of the agency, per 2.2.2.10.M(4) NMAC, at a meeting held in accordance with the Open Meetings Act, if applicable.

Although no findings were reported in your report, please remember it is ultimately the responsibility of the governing authority of the agency to maintain adequate internal controls over financial reporting and compliance.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. S. Colón", with a stylized flourish at the end.

Brian S. Colón, Esq.
State Auditor

cc: Axiom CPA and Business Advisors, LLC

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507
Phone (505) 476-3800 * Fax (505) 827-3512
www.osanm.org * 1-866-OSA-FRAUD

INDEPENDENT AUDITORS' REPORT

Wayne A. Johnson
New Mexico State Auditor
The City Council
City of Las Vegas
Las Vegas, New Mexico

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the budgetary comparison for the general fund of the City of Las Vegas, New Mexico (the "City"), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities each major fund, and the aggregate remaining fund information of City of Las Vegas, as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 20 to the financial statements, the beginning balance of net position of the City has been restated due to the adoption of Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, for the year ended June 30, 2018. The restatement resulted in a decrease in the beginning balance of net position of the City of \$11,819,248 for the year ended June 30, 2018. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *Management's Discussion and Analysis* on pages 5 through 13 and schedule of proportionate share of net pension liability and net OPEB liability, and schedules of pension and OPEB contributions and related notes on pages 72 through 80 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements, the Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), other schedules required by Section 2.2.2.NMAC, and Schedule Financial Data Schedule as required by the U.S. Department of Housing and Urban Development are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements, the Schedule of Expenditures of Federal Awards, other schedules required by Section 2.2.2 NMAC and the Financial Data Schedule are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with the auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, the Schedule of Expenditures of Federal Awards, other schedules required by Section 2.2.2 NMAC and the Financial Data Schedule are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2018 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Albuquerque, New Mexico
December 15, 2018

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
Schedule of Findings and Questioned Costs
June 30, 2018**

Section II – Findings – Financial Statement Audit

None noted

Section III – Findings – Federal Awards

None noted

Section IV – Prior Year Audit Findings

FS 2017-001	Physical Inventory of CFP Property (Significant Deficiency and Other Noncompliance)	Resolved
NM 2015-001	Insufficient Internal Controls related to Credit Cards (Finding that does not rise to the level of a significant deficiency)	Resolved
NM 2017-001	Insufficient Internal Controls related to the Procurement Process (Finding that does not rise to the level of a significant deficiency)	Resolved

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/08/19

DEPT: Police

MEETING DATE: March 20, 2019

ITEM/TOPIC: *Approval/Disapproval to apply for funding through the Department of Public Safety to reestablish the Region IV Narcotics Task Force, by hiring a Coordinator, to use in overtime to conduct narcotic operations, and for vehicle maintenance on undercover vehicles.*

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

BACKGROUND/RATIONALE: The Las Vegas City Police Department respectfully requests permission to apply for funding in the amount of \$84,205.00 from the Department of Public Safety to conduct narcotic operations.

STAFF RECOMMENDATION: Requesting approval to apply for funding through the Department of Public Safety.

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 DAVID T. BIBB III

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
FY 2018 JAG PROGRAM APPLICATION**

GENERAL PROGRAM OVERVIEW

APPLICANT AGENCY OVERVIEW:

The City of Las Vegas Police Department and the San Miguel Sheriff's Office would like to reestablish the Region IV Narcotics Task Force. As a Task Force, we would work to focus our efforts on identifying drug threats and defining the criminal activities of the local drug organizations. We want to continue to disrupt infrastructures of local drug trafficking of illicit drugs that threaten our communities. We will also provide assistance to Region IV Counties through information sharing and focusing on the outcomes of drug related crimes and violence. Region IV consists of five counties: San Miguel, Colfax, Union, Harding, and Mora. We are located on the northeast corner of New Mexico with Colorado bordering us on the north and Texas on the east. Region IV has small villages and towns that connect two major interstates of I-25 and I-40. These corridors are used to transport cocaine, marijuana, heroin, and methamphetamine and money used in drug operations. Region IV also has a vast mountain range west of I-25 with wilderness that is ideal for marijuana plantations. It is apparent through our intelligence sources that Region IV is on major corridors for illegal narcotics to flow through our Region and other destinations east and west ranging from southern California to New York State. The Task Force also plans to coordinate with federal law enforcement agencies to pursue investigations into larger trafficking operations. We will commit to working with all state and federal agencies and any other agencies that

PROBLEM STATEMENT:

Communities within Region IV are seeing a rise in property and violent crimes due to the availability of illicit narcotics which affect the overall quality of life of our residents. Collectively, we have also seen a rise in methamphetamine and opioids use, as well as a rise in overdoses. The Task Force would like to refocus their efforts on impact operations, gathering intelligence, conducting surveillance, and dismantling drug trafficking organizations in an effort to initiate prosecution against offenders violating narcotics related laws. In 2017, the City of Las Vegas Police Department saw a rise in narcotics related cases to include a rise in weapons being seized during their efforts.

PROJECT DESCRIPTION:

The Region has seen a pattern through the years, and realize we are more effective when there is a Coordinator available to assist the efforts of the agents. Having a dedicated Coordinator in place allows the narcotics officers to develop cases, with the Coordinator available to oversee the operation plans and ensure that all agencies are communicating effectively. The Coordinator would also reach out to other agencies within the Region to gather intelligence from their respective areas and see how we can assist their communities as well. We are currently working with younger officers that would benefit from further narcotics training. We would utilize funds to obtain training for these officers. Evidence kits are also needed for field testing of suspected narcotics.

RANK FUNDING PRIORITIES:

Priority #1	Reestablish the Region IV Narcotics Task Force to conduct operations in the Northeastern Region of New Mexico
Priority #2	Hire a Coordinator to ensure the Task Force operates as a cohesive unit and who will report to the Executive Board as well as DEAC
Priority #3	Acquire confidential funds to allow agencies to purchase services and evidence in order to prosecute narcotics related cases

PROJECT REPORTING & EVALUATION:

With a Coordinator in place, their responsibility would be to oversee the officers working for the Task Force. They would be in charge of operation plans, ensuring confidential funds are disbursed if needed act as the liaison to the Executive Board, Department of Public Safety for statistical data and requests for reimbursements and DEAC for quarterly reports. They would also make assessments after meeting with all agencies within Region and evaluate the needs of the Region as a whole.

ALTERNATIVE PLANS (IF NOT FUNDED):

Narcotics operations would still continue through the respective agencies but officers and agents cannot commit full time resources as it would impact each agency's budget and other avenues of funding would need to be pursued.

PROGRAM PARTICIPANTS:

QTY	TITLE/POS.	AGENCY	JAG FUNDED	FULL-TIME	PART-TIME
1	Commander	Las Vegas City Police Dept.	No	Yes	No
1	Narcotics Agent	Las Vegas City Police Dept.	No	Yes	No
1	Sheriff's Deputy, Narcotics Div	San Miguel Sheriff's Office	No	Yes	No
1	Evidence Technician	Las Vegas City Police Dept.	No	Yes	No

COLLABORATIVE PARTNERSHIPS & PARTICIPATING AGENCIES:

Organization or Agency	Type of Agreement
City of Las Vegas	Memorandum of Understanding
San Miguel County Sheriff's Office	Memorandum of Understanding
Mora County Sheriff's Office	Memorandum of Understanding
New Mexico Highlands University	Memorandum of Understanding

*Please include copies of agreements and/or MOU's in application packet

CONFIDENTIAL FUNDS:

Request to Utilize Confidential Informant Funds?

Yes

Please Provide a Justification for What Your Agency Will Be Utilizing Confidential Funds For?	Amount Requested
Purchasing of Services, Information, and Evidence	\$ 6,000.00

Please Indicate Why Your Agency is Unable to Obtain These Funds From Other Sources?
 Budget cuts have affected law enforcement agencies across the state, and funding is being used for day to day police operations.

*All Agencies that intend to utilize Confidential Funds will be required sign the Confidential Funds Certification Form as well as have written Agency policies and procedures regarding the management of these funds. The Certification Form indicates that your JAG Project Director has read, understands, and agrees to abide by the conditions set forth in the DOJ Financial guide.

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

**DEPARTMENT OF PUBLIC SAFETY
GRANTS MANAGEMENT BUREAU
FY 2018 JAG PROGRAM APPLICATION**

GOALS AND OBJECTIVES

Goal 1.	To Reestablish the Region IV Narcotics Task Force
Objective:	By hiring a coordinator to facilitate narcotics related operations and act as a liaison between all respective agencies
Activity 1	Hire a Coordinator through the Request for Proposal Process
Activity 2	Increase Participation from surrounding Region IV Agencies by reinforcing communication and collaboration
Activity 3	Gather data to support evidence based strategies to combat narcotic related activities

Goal 2.	Investigate Narcotics Related Crimes
Objective:	By conducting surveillance, gathering intelligence, and initiating consensual encounters
Activity 1	Increase the number of investigations by initiating 30 - 50 cases
Activity 2	Seize 10 - 20% more methamphetamine, heroin and opioids
Activity 3	Disrupt and dismantle drug trafficking operations

Goal 3.	Execute Impact Operations
Objective:	By increasing officer presence in neighborhoods and through Interstate Corridors
Activity 1	Coordinate impact teams to initiate enforcement
Activity 2	Execute 8 impact operations to deter narcotics related activities through a proactive approach
Activity 3	

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/08/19

DEPT: Police

MEETING DATE: March 20, 2019

ITEM/TOPIC: *Approval/Disapproval to apply for funding through the Department of Finance for the Law Protection Fund. These funds are used for advance training costs, equipment, and to pay the NMFA loan for Police Vehicles.*

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

BACKGROUND/RATIONALE: The Las Vegas City Police Department respectfully requests permission to apply for funding in the amount of \$39,800.00 from the Department of Finance to send officers to advanced training, purchase equipment and to pay the NMFA loan for Police Vehicles.

STAFF RECOMMENDATION: Requesting approval to apply for funding through the Department of Finance.

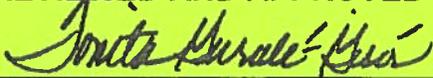
COMMITTEE RECOMMENDATION:

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 DAVID T. BIBB III

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR CLASS 1 MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2019 - JUNE 30, 2020 FISCAL YEAR**

I. **Municipality or County:** Las Vegas City Police Department

II. **Computation of Proposed Distribution:**

A. Class 1 (Population per 2010 Census = 0 to 20,000) \$20,000

B. Total Number of Full-Time Certified Police Officers
or Sheriff Deputies (*) multiplied by \$600(**):
33 X \$600 = 19,800

(*) Each officer or Deputy listed on Supplemental Schedule (page 2) must be certified by the New Mexico Police Academy pursuant to Section 29-7-8 NMSA or authorized as a New Mexico Peace Officer pursuant to Section 29-1-11 NMSA. Certification status of officers for whom the award is requested must be current on the March 31, 2019 DPS Registry or officers must be enrolled in the New Mexico Police Academy with an anticipated graduation date prior to or on July 1, 2019.

C. Total Requested Distribution** (A + B) \$39,800

III. Amounts distributed from the Law Enforcement Protection Fund must be expended only for the purposes allowed by Section 29-13-7 NMSA 1978. Itemize the proposed use of these funds below:

A. Repair and purchase of law enforcement apparatus and equipment (itemized schedule, page 3, must be completed) ¹ which meet minimum nationally recognized standards . (Please Note: regular maintenance on vehicles and police equipment; office furniture and supplies; or operating expenses are not allowable expenses) Rule 2 NMAC 110.3	\$ 839.00
B. Expenses associated with advanced law enforcement planning and training.	12000.00
C. Complying with match or contribution requirements for the receipt of federal funds relating to criminal justice programs.	
D. No more than fifty percent (50%) of the replacement salaries of law enforcement personnel participating in basic law enforcement training.	
E. New Mexico Finance Authority Loan Intercept Agreement.	26961.00
F. TOTAL REQUESTED EXPENDITURES**	\$ 39800.00

**Total Requested Expenditures (Section III) must equal Total Requested Distribution (Section II).

IV. **CERTIFICATION:** Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3.

Mayor/Chairman

Police Chief or Sheriff

Date

¹ Pertains only to municipalities with a population of 1500 or less and universities.

(**) Per officer rate is based on current law as of 2/13/19.

Municipality/County: Las Vegas City Police Department

Contact Name: David T. Bibb III Contact Title: Chief of Police

Contact Phone Number: 505-425-7504 x3100

Contact Email: dbibb@lasvegasnm.gov

**APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2019 - JUNE 30, 2020 FISCAL YEAR**

SUPPLEMENTAL SCHEDULE

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the Department of Public Safety (DPS), New Mexico Police Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies	Certificate Number	Cert. Date
1)Adkins, Devin	16-0254-P	11/16/16
2)Apodaca, Matias	01-0329-P	12/19/01
3)Aragon, Nicholas	18-0233-P	10/25/18
4)Baca, Estevan	15-0270-P	11/25/15
5)Barela, David	15-0271-P	11/25/15
6)Bibb, David III	93-0053-P	03/26/93
7)Casados, Daniel	16-0120-P	05/20/16
8)Encinias, Dillon	14-0314-P	12/18/14
9)Gage, Jason	11-0266-P	11/10/11
10)Gutierrez, Andrea	01-0206-P	08/23/01
11)Lautalo, David	15-0288-P	11/25/15
12)Lopez, Michael	06-0044-P	05/27/06
13)Lozano, Gerardo	15-0293-P	11/25/15
14)Lucero, Gilbert	18-0234-P	10/25/18
15)Lujan, Dennis	16-0284-P	11/16/16
16)Mares, Conrad	13-0118-P	06/14/13
17)Marquez, Caleb	16-0121-P	05/20/16
18)Marquez, Ralph	18-0235-P	10/25/18
19)Martinez, Estevan	18-0090-P	05/15/18
20)Mascarenas, Joseph	15-0296-P	11/25/15
21)Ortega, Michael	12-0301-P	11/28/12
22)Pacheco, Alan	10-0159-P	08/27/10

NOTE: Please use name as reported to DPS, e.g. If an officer has changed

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/08/2019

DEPT: Finance

MEETING DATE: 03/20/19

DISCUSSION ITEM/TOPIC: Resolution 19-14

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 19-14

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2019 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2019 Budget.

STAFF RECOMMENDATION: Approval

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

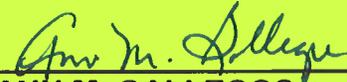
REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN M. GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD ONLY)

ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ, G. RÓN
MAYOR

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

MEMO

Date: February 25, 2019
To: Tana Vega, Interim Finance Director

Fr: Wanda Salazar, Senior Center Manager

Reg: Increase Budget to Reflect NSIP – Amendment #1 Increase of Revenue and Expense

The Nutrition Services Incentive Program (NSIP) funds the purchase of raw food for congregate and home-delivery services funded with Title III Federal Funds. The NSIP Amendment #1 increases the budget by \$37,592.25 to a total of \$75,167.12. This is an increase to the budget by \$10,165.12. The adjustments should be as follows:

Budget Adjustment Revenue

282-6100-540-5534 \$5,082.56
282-6200-540-5534 \$5,082.56

Budget Adjustment Expense

282-6100-750-7130 \$5,082.56
282-6200-750-7130 \$5,082.56

The Budget Increase to Revenue/Expense is a total of \$10,165.12





North Central New Mexico
Economic Development District
Non-Metro Area Agency on Aging
3900 Pasco Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



February 22, 2019

To: Non-Metro AAA Senior Meals Service Provider

From: Marcia Medina, Community Services Director
Non-Metro Area Agency on Aging

Re: NSIP Contract Amendment #1

Attached you will find the contract amendment #1 for your signature and prompt return. Also included is a copy of the revised Summary of Budget Revenues (SBR).

The Nutrition Services Incentive Program (NSIP) funds the purchase of raw food for congregate and home-delivered services funded with Title III Federal funds. Please refer to the Non-Metro AAA Standards & Policy Manual under NSIP Section VI, Number 611, page 76 for restrictions to food purchases.

Please return to Lesah Sedillo lsedillo@ncnmedd.com and me marciam@ncnmedd.com electronically. We are both available to answer any questions you may have.

Attachments: NSIP Amendment #1
Notice of Grant Award (NGA)
Summary of Budget Revenues (SBR)

Agreement / Contract
No. 3198-16
City of Las Vegas
Date

Contract No. 2018-19-68049

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
VENDOR AGREEMENT
AMENDMENT NO. 1**

This Amendment is made and entered into this 22nd, day of February 2019, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging hereinafter referred to as the "Agency" and City of Las Vegas hereinafter referred to as the "Contractor".

1. Purpose of Amendment. The purpose of the Amendment is to:

Revise the contract amount from \$ 37,574.87 to \$ 75,167.12 thereby increasing the total dollar amount by \$ 37,592.25.
2. Changes to Contract. The following changes are amendments to the contract:

2. Compensation
 - A. The total amount payable to the Contractor under this Agreement shall not exceed \$ 75,167.12 for eligible meals served during the period July 1, 2018 through June 30, 2019 regardless of funding sources, to eligible participants and their spouses.
 - B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.
3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.
4. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective February 22, 2019.

City of Las Vegas
Legal Name of Vendor/Contractor

Awn M. Gallegos
Signature

Awn M. Gallegos
Printed/Typed Name of Signatory

2/26/19
Date

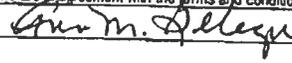
NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

[Signature]
Signature

Thomas A. Garcia, Interim Executive Director
Printed/Typed Name of Signatory

2/22/2019
Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
 NON-METRO AREA AGENCY ON AGING
 NOTIFICATION OF GRANT AWARD (NGA)
 SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: City of Las Vegas ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE
PHONE:		FROM: 10/17/2018 TO: 06/30/2019		New/Cont: X Revision: Other:		02/22/19
Indirect Cost % of \$	Fund: 210 Title of Project: NSIP			CFDA # 93.053		
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	75,167.12	0.00				75,167.12
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$75,167.12	\$0.00				\$75,167.12
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT						
1. Estimated Total Cost		\$75,167.12				
2. LESS Anticipated Project Income		\$0.00				
3. Estimated Net Cost		\$75,167.12				
4. Non-federal and Non-state Share of Net Cost		\$0.00				
5. Project Income (Used as Match)		\$0.00				
6. Federal Share of Net Cost		\$75,167.12				
7. State Share of Net Cost		\$0.00				
			8. Federal/State Shares will be Composed of:			
			a. Federal/State grant unearned in previous project year(s)			
			FY	Federal:		0.00
			FY	State:		0.00
			b. Carry Over			
			c. New Obligational Authority Herein Awarded			
			FY	Federal:		37,574.87
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds if the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>						
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency. 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants. 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year. 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies. 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency. 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted. 8. Inventory of project equipment will be maintained and submitted as requested. 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee. 						
Signature of Area Agency on Aging Authorizing Official: Thomas Garcia, Interim Executive Director			We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
						
Date: 22 Feb 2019			Date: 2/26/19			
Signature: _____			Date: _____			





Joann Marquez <jmarquez@lasvegasnm.gov>

Fwd: City of Las Vegas NSIP Amendment No 1

1 message

Wanda Salazar <wsalazar@lasvegasnm.gov>

Fri, Feb 22, 2019 at 4:43 PM

To: Desaree Ortiz <dortiz@lasvegasnm.gov>, Joann Marquez <jmarquez@lasvegasnm.gov>
Cc: Ann Marie Gallegos <amgallegos@lasvegasnm.gov>

Good evening ladies, would it be possible to print the attached contract and have Ann Marie sign it? This is an Amendment to our NSIP funds. This increases our contract by \$37,592.25 totaling the contract at \$75,167.12. If this is not possible, can I schedule to meet with her on ~~Tuesday~~ ~~afternoon~~?

Thank you

Wanda

Wanda Renay Salazar, BSW

Senior Center Manager

City of Las Vegas

Email: wsalazar@lasvegasnm.gov

Phone: 505-425-9139

Fax: 505-425-9587

Cell: 505-617-5069

"The happiest people don't necessarily have the best of everything; they just make the best of everything they have" Five simple rules to be happy: 1. Free your heart from hatred, 2. Free your mind from worries, 3. Live simply, 4. Give more, 5. Expect less! Things are to be used, but People are to be loved ... Be yourself....This is the only day we HAVE - unknown

----- Forwarded message -----

From: Lesah Sedillo <lsedillo@ncnmedd.com>
Date: Fri, Feb 22, 2019 at 8:27 AM
Subject: City of Las Vegas NSIP Amendment No 1
To: Wanda Salazar <wsalazar@lasvegasnm.gov>
Cc: Marcia Medina <marciam@ncnmedd.com>

Good morning Wanda,

February 22, 2019

To: Non-Metro AAA Senior Meals Service Provider

From: Marcia Medina, Community Services Director

Non-Metro Area Agency on Aging

Re: NSIP Contract Amendment #1

Attached you will find the contract amendment #1 for your signature and prompt return. Also included is a copy of the revised Summary of Budget Revenues (SBR).

The Nutrition Services Incentive Program (NSIP) funds the purchase of raw food for congregate and home-delivered services funded with Title III Federal funds. Please refer to the Non-Metro AAA Standards & Policy Manual under NSIP Section VI, Number 611, page 76 for restrictions to food purchases.

Please return to Lesah Sedillo lsedillo@ncnmedd.com and me marciam@ncnmedd.com electronically. We are both available to answer any questions you may have.

Lesah R. Sedillo

Quality Assurance Manager

North Central New Mexico Economic Development District

Non-Metro Area Agency on Aging

3900 Paseo del Sol

Santa Fe, NM 87507

Phone: (505) 395-2683

Toll Free: 1-866-699-4927

Cell (505) 470-2984



2 attachments

image002.png
50K



 City of Las Vegas NSIP Amendment No 1.pdf
260K



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (805) 425-7504 • Fax # (505) 425-6346



David T. Bibb III
Chief of Police

February 7, 2019

OLG Productions
Care of Patrick Puhl
441 Greg Avenue
Santa Fe, NM 87501

REF: INVOICE # 3

Dear Mr. Puhl,

The purpose of this letter is to outline costs associated with providing law enforcement security for the special assignment in the Las Vegas area during January 2019.

Law enforcement security reimbursement amounts are computed by the following:

- I. Personnel: 150% - overtime rate of salary
- II. Benefits and Indirect Cost: 27.65% of salary (7.65% FICA) (Indirect Costs: 20 % - equipment and fuel)

The reimbursement will be invoiced and payment shall be remitted within 30 days. Eight (8) officers provided a total of one hundred fourteen (114) hours of security during January 2019. The total cost of security is \$3,997.82.

Attached are copies of the contract and all officers' timesheets, with their overtime forms. Should your accounting personnel require additional information, please have them contact the departments Financial Specialist Marla Martinez @ 505-425-7504 ext. 3115. Please allow this letter to serve as an invoice, along with the attachments.

Payment should be made as follows:

Las Vegas Police Department
318 Moreno Street
Attn: Marla Martinez, Financial Specialist

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,


Martin D. Gallegos
Deputy Chief of Police
City of Las Vegas Police Department



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-8346



David T. Bibb III
Chief of Police

January 2019

CITY OF LAS VEGAS POLICE DEPARTMENT OVERTIME FOR
OLG Productions, LLC (Our Lady Ltd)
AGREEMENT # 3492-18

INVOICE # 3

DATE	OFFICERS	HRS	HRLY RATE	OT RATE	TOTAL	FICA	INDIRECT COST	TOTAL DUE
						7.65%	20%	
1/29/19	Gilbert Lucero	6	\$ 16.04	\$ 24.060	\$ 144.36	\$ 11.04	\$ 28.87	\$ 184.27
1/29/19	Joseph Mascarenas	6	\$ 17.51	\$ 26.265	\$ 157.59	\$ 12.06	\$ 31.52	\$ 201.17
1/29/19	Ryan Tafoya	5	\$ 16.51	\$ 24.765	\$ 123.83	\$ 9.47	\$ 24.77	\$ 158.07
1/29/19	Estevan Varela	5	\$ 16.04	\$ 24.060	\$ 120.30	\$ 9.20	\$ 24.06	\$ 153.56
1/30/19	Dillon Encinias	12	\$ 21.30	\$ 31.950	\$ 383.40	\$ 29.33	\$ 76.68	\$ 489.41
1/30/19	Gilbert Lucero	12	\$ 16.04	\$ 24.060	\$ 288.72	\$ 22.09	\$ 57.74	\$ 368.55
1/30/19	Conrad Mares	12	\$ 21.93	\$ 32.895	\$ 394.74	\$ 30.20	\$ 78.95	\$ 503.89
1/30/19	Estevan Martinez	12	\$ 16.51	\$ 24.765	\$ 297.18	\$ 22.73	\$ 59.44	\$ 379.35
1/30/19	Joseph Mascarenas	12	\$ 17.51	\$ 26.265	\$ 315.18	\$ 24.11	\$ 63.04	\$ 402.33
1/30/19	Antonio Salazar	12	\$ 18.02	\$ 27.030	\$ 324.36	\$ 24.81	\$ 64.87	\$ 414.04
1/31/19	Dillon Encinias	10	\$ 21.30	\$ 31.950	\$ 319.50	\$ 24.44	\$ 63.90	\$ 407.84
1/31/2019	Joseph Mascarenas	10	\$ 17.51	\$ 26.27	\$ 262.70	\$ 20.10	\$ 52.54	\$ 335.34
	TOTAL	114		\$ 324.34	\$ 3,131.86	\$ 239.58	\$ 626.38	\$ 3,997.82

REMITT PAYMENT TO:

Las Vegas Police Department
Attn: Marla Martinez
318 Moreno Street
Las Vegas, NM 87701



Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE: March 6, 2019

DEPT: Fire

MEETING DATE: March 20, 2019

ITEM/TOPIC: Resolution No. 19-15 to apply for financial assistance and project approval to NMFA for the purchase of Class A Apparatus Fire Truck in the amount of \$218,677.00.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution No 19-15*

BACKGROUND/RATIONALE: The Las Vegas Fire Department is moving forward in replacing an aging Fire Truck at an estimated cost of \$403,677.00. The Fire Department has \$188,682.00 in Grand Funding and Carry Over funds to be utilized in the purchase of this project.

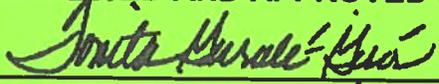
STAFF RECOMMENDATION: Approval of Resolution No. 19-15

COMMITTEE RECOMMENDATION: N/A

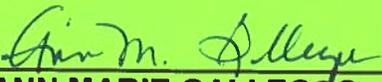
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

RESOLUTION NO. 19-15

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the City of Las Vegas is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978, and the Mayor and Council is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Class A Fire Apparatus Fire Truck for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
City of Las Vegas:**

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this _____ day of _____, 2019.

MAYOR TONITA GURULE-GIRON

ATTEST:

Casandra Fresquez, City Clerk



**NEW MEXICO
FINANCE AUTHORITY**

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND
EQUIPMENT APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

		Application Date:	03/05/2019	
Applicant/Entity:	City of Las Vegas			
Address:	1700 N. Grand Ave., Las Vegas, NM 87701			
County	San Miguel	Census Tract:		
Federal Employer Identification Number (EIN) as issued by the IRS:		85-6000149		
Legislative District:	Senate:	8	House:	70
Phone:	454-1401	Fax:	425-0596	Email Address:
Individual Completing Application:	Billy Montoya			
Address:	604 Legion Dr., Las Vegas, NM 87701			
Phone:	425-6321	Fax:	425-1631	Email Address: bmontoya@lasvegasnm.gov

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

Class A Fire Apparatus

2. When do you need NMFA funds available? _____

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Fire Truck	\$ 218,677.00	\$ 185,000.00	\$	\$ 403,677.00
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$ 218,677.00	\$ 185,000.00	\$	\$ 403,677.00

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- Municipal Local Option GRT – please specify: _____
- County Option GRT – please specify: _____
- Other Tax-Based Revenue: _____
- State-Shared GRT _____
- Law Enforcement Funds _____
- Fire Protection Funds _____
- Other Revenue: _____

B. Preferred financing term: 10 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes No

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- Equipment cost breakdown (if applicable)
- Three most recently completed fiscal year audit reports

- Current unaudited financials
- Current fiscal year budget
- Equipment Application
- Application Resolution
- Minutes of public hearing meeting approving submission of application
- Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title:

(highest elected official)

Jurisdiction:

Print Name:

Date:

Signature:

Date:

Finance Officer/Director:

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
 DISTRICT 2 JEFFERSON L. BYRD
 DISTRICT 3 VALERIE ESPINOZA, VICE-CHAIR
 DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
 DISTRICT 5 STEPHEN FISCHMANN



P.O. Box 1269
 1120 Paseo de Peralta, Room 413
 Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
 Don Shainin, State Fire Marshal

1-800-244-6702 (In-state only)
 (505) 476-0174
 Fax: (505) 476-0100

CHIEF OF STAFF
 Ernest D. Archuleta, P.E.

January 22, 2019

Billy Montoya Fire Chief
 Las Vegas Fire Department
 City of Las Vegas
 1700 N Grand Ave
 Las Vegas, NM 87701-4731

Ref: Notice of Advice for FY 19 New Mexico Fire Protection Grant Council Award

Dear Fire Chief,

Your FY 19 Fire Protection Grant Award Advice; voucher or ACH deposit, has been dispatched to your local Treasurer's office in the amount of **\$100,000.00**, for the purchase of the approved Apparatus; award item(s).

The deadline to encumber the money by contract with the vendor is **May 15, 2019**. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the matching amount, **the remaining money shall be returned to the grant fund**. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Don Shainin, State Fire Marshal; at (505) 470-1227.

Sincerely,

Don Shainin
 State Fire Marshal

Sincerely,

Norma Jean Valdez
 Grant Council Chair

xc: Chief
 Board of County Commissioners

ORIGINAL

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN



P.O. Box 1269
1120 Paseo de Peralta, Room 413
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
Don Shalnin, State Fire Marshal

1-800-244-6702 (In-state only)
(505) 476-0066
Fax: (505) 476-0100

CHIEF OF STAFF

Ernest D. Archuleta, P.E.

January 11, 2019

Billy Montoya
Chief City of Las Vegas FD
604 Legion Drive
Las Vegas, NM 87701

Chief Billy Montoya:

The specifications you submitted for City of Las Vegas Fire Department for the purchase of a Pumper unit, have been reviewed and approved. The City of Las Vegas Fire Department is authorized to use fire protection Fund monies and grant monies for the purchase of this Pumper unit. **Please be advised the standards for the apparatus shall comply with NFPA 1901 Standards for Automotive Fire Apparatus 2016 Edition. The Fire Station shall have the adequate space needed to properly house this apparatus. Please be advised you SHALL comply with current NFPA standards for all other equipment purchase.**

"This letter shall serve as approval to expend fire protection fund monies to finance the cost of the *Pumper Unit*. City of Las Vegas Fire Department is currently and ISO rating of 5 with a minimum yearly Fire Protection Fund Allocation of \$145,946.00.

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes or this authorization of expenditure shall be rendered null and void.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority {NMFA} at 505-984-1454 to finance the Pumper unit. A loan through NMFA will be at minimal interest.

This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you should have any questions please do not hesitate to contact me at 505-467-9425.

A handwritten signature in blue ink, appearing to read "D. Rodriguez".

Sincerely,
Derrick Rodriguez
Fire Service Coordinator
New Mexico State Fire Marshal's Office



FIRE APPARATUS PROPOSAL
PREPARED FOR
LAS VEGAS FIRE DEPARTMENT

We hereby propose to furnish the following Ferrara Fire Apparatus vehicle and equipment, as described by the accompanying detailed specifications. The apparatus and equipment will be delivered F.O.B., Holden, LA within 150 calendar days of receipt of any pre-construction changes. Payment is due upon receipt of apparatus. The pricing in this proposal is valid through 21 March 2019 and may be extended, in writing, at the discretion of Ferrara Fire Apparatus, Inc.

ITEM	DESCRIPTION	PRICE
1	Ferrara Cinder STAT Side Mount Pumper, built to specifications provided.	\$403,677.00

Proposal Submitted By:

Mike Mueller
Southwest Regional Sales Manager
Ferrara Fire Apparatus, Inc.



Shop Order

Las Vegas Fire Department
 Chief B. Montoya
 STAT Cinder Side-Mount Custom Pumper

FFA Direct
 RSM: Mike Mueller
 Inside Rep: John "Stevie" Stiles

Exp. Date: 12/01/2018
 Quote No: LasVegas(NM)-0001
 Job/Order No: HP-7000
PUMPER: FMP-35-100 Pumper Custom - SM Extruded
LEGALs: FFA-00-300 Legals - Pumpers
CHASS-CUSM: FCH-30-100 CHASSIS - Custom Cinder STOCK
CHASS-MODS: FCM-70-100 Chassis Mods - STOCK UNIT
PUMP-ENC: FPE-20-100 Pump Enclosure - SM Extruded
BODY: FBP-33-200 Bodies - Pumper LBT Side Mount Extruded
BODY-CMNT: FBC-30-100 Body Components - Pumpers
ELE-CMPNT: FEC-30-200 Elec. Components - Pumper Custom
PAINT: FPC-10-200 Paint - SM Extruded
WRNTY-MNLS: FWM-50-100 Warranty / Manuals - Pumpers Custom
EQUIPMENT: FEP-30-100 Loose Equipment Pkg. - Pumper
ADMN-PROMO: FPA-10-000 Administration

01/17/2019

Page 1

PART NO	DESCRIPTION	QTY
	== Legals - Pumpers - 1018.001 10/01/18 ==	
00-06-0420	Payment Terms: Ferrara Standard	1
00-12-0220	Single Source Manufacturer	1
00-12-0820	Certified Welders	1
00-12-1020	Body Weight	1
00-14-0620	Drawings - Approval	1
00-18-1020	Vehicle Transportation - Fire Department Supplied	1
00-18-1820	Delivery Time: Calendar Days	150
00-18-2020	Vehicle Familiarization & Demonstration	1
00-22-0220	Service Contacts	1
00-22-0620	Company Service Vehicles	1
00-22-0820	Replacement Parts	1
	== CHASSIS - Custom Tilt Cab - FFA - 318.001 03/01/18 ==	
00-D2-0420	Custom XD Full Tilt Cab - CINDER	1
	WHEELBASE / FRAMERAILS / COMPONENTS / ACCESSORIES	1
02-A2-0220	Wheelbase: 188"	1
02-A4-0420	Frame Rails - Double	1
02-A4-2020	Paint - Frame Rail, Gloss Black	1
02-A6-1420	Tow Hooks - Chrome, Below the Bumper	1
	FRONT BUMPERS / COMPONENTS / ACCESSORIES	1
02-C4-2220	Front Bumper Extension - 24"	1
02-K2-1020	Receiver Hitch - Below Front Bumper, Class 4	1
02-K4-1020	Winch - Portable, Warn 9,000 Pound XD9000I	1
02-M2-4020	Mechanical Siren - Federal Q2B PS Pedestal Mount (P1)	1
02-M8-0220	Siren Wiring - Active In Response Mode Only	1
02-M8-1020	Switches - Siren (2), Driver/Officer Side Floor	1
	FRONT AXLES / COMPONENTS / ACCESSORIES	1
04-A2-0420	Front Axle - 20,000 Pounds, Meritor MFS-20	1
04-A6-0420	Steering System - Sheppard, 20,000 to 21,500 Pounds	1
04-A8-0220	Chassis Alignment	1
04-B2-0420	Front Suspension - 20,000 Pounds, Parabolic	1
04-C2-0620	Front Brakes - Disc, Meritor EX-225	1

PART NO	DESCRIPTION	QTY
04-C4-0620	Cramp Angle - 43 Degrees	1
04-D2-0620	Front Tires - Goodyear 385/65R22.5 "J" G296 MSA 20,000 Pounds	1
04-E2-2420	Front Wheels - 22-1/2" x 12-1/4", Alcoa Aluminum	1
04-E4-0220	Wheel Trim - Front, Baby Moons/Lug Nut Covers	1
04-E4-2020	Mud Flaps - Front	1
	SINGLE REAR AXLES / COMPONENTS / ACCESSORIES	1
04-G2-0420	Rear Axle - 27,000 Pounds, Meritor RS-25-160	1
04-K2-8020	Rear Suspension - 27,000 Pounds, Spring	1
04-M2-0220	Standard Differential - Single Axle	1
04-M6-0820	Vehicle Top Speed: 65-68 MPH	1
04-P2-0220	Rear Brakes - S-Cam 16-1/2" x 7"	1
04-R2-0820	Rear Tires - Goodyear 12R22.5 "H" G622 RSD 27,000 Pounds	1
04-S2-2020	Rear Wheels - 22-1/2" x 8-1/4", Alcoa Aluminum	1
04-S2-6020	Wheel Trim - Rear, Lincoln Hats	1
04-S6-1220	Tire Pressure Monitor (Single Rear Axles) - LED Alert	1
	AIR BRAKE SYSTEM / COMPONENTS	1
06-A2-0220	Harness and Hose Routing System	1
06-A2-0420	Air Brake System - Color Coded Nylon w/1/4 Turn Drain Valves	1
06-A2-4020	Chassis Air System Fittings - Push-Lock Type	1
06-A2-6020	Air Compressor - Wabco 18.7	1
06-A4-4020	ABS/ATC/ESC System - SINGLE AXLE	1
06-B4-2020	Air Dryer - Bendix AD-9	1
	ENGINES / COMPONENTS / ACCESSORIES	1
08-A2-1020	Engine - 450 HP, Cummins L9 (EPA 2017)	1
08-B2-0620	Engine Brake - Cummins ISL Engine	1
	ENGINE / COMPONENTS / COOLING SYSTEM - ISL	1
08-C2-0420	Cooling System - 1400 Square Inch Radiator	1
08-C2-1420	Cooling System Fan - Cummins ISL	1
08-C2-2620	Radiator Coolant - Extended Life	1
08-C2-4220	Coolant Hoses - Premium Rubber	1
08-C2-4420	Coolant Hose Clamps - Gates PowerGrip	1
08-C2-6020	Auxiliary Engine Cooler	1
	ENGINE / COMPONENTS / CHARGING SYSTEMS	1
08-D2-2220	Alternator - 430 AMP, Delco Remy 55SI	1
08-E2-0620	Battery System (6) - Exide (750 CCA Each)	1
08-E4-0220	Battery Boxes - Stainless Steel	1
08-E6-0220	Battery Master Load Disconnect	1
08-E6-0420	Total System Manager w/High Idle - Class 1	1
08-E8-4420	Battery / Air Charger - Pump Plus 1200, Kussmaul 52-21-1100	1
	The receptacle shall be located in the driver's side can wheel well area.	
08-G4-2020	Receptacle - Kussmaul 20 AMP Super Auto-Eject 091-55-20-120	1
08-G6-0220	Cover - Super Auto Eject Yellow, Kussmaul 091-55YW	1
08-G8-2020	Digital Display - Remote, Kussmaul 091-199-01	1
08-G8-8220	Plate - Shore Power Inlet	1
	TRANSMISSION / COMPONENTS / ACCESSORIES	1
10-A2-0220	Transmission - Allison 3000 EVS	1
10-A4-0620	Transmission Push Button Shifter - 5 Speed	1
10-H2-0220	Driveline - 1710 Series	1
10-H4-1820	Fire Pump Installation	1
	FUEL SYSTEM / COMPONENTS - ISL	1
10-J2-0220	Fuel Tank - 50 Gallon	1
10-J4-0220	Fuel Lines - Reinforced Wire Braided	1
10-J4-0820	Fuel Filter - Secondary Filter	1
10-J4-2020	Fuel Water Separator - Primary Filter	1
10-J6-0820	DEF System w/5 Gallon Tank - Left Rear Under Cab	1
10-J8-2020	DEF Fill w/Door - Left Crew Cab Extension	1
10-M2-0820	Exhaust System - EPA 17	1
	CAB CONFIGURATIONS - CINDER XD - SMFD thru LFD	1
12-H6-1420	Custom Cab - Ferrara XD 96, XMFD Cab w/8" Raised Roof	1

PART NO	DESCRIPTION	QTY
12-P2-1020	Cab Doors - Full Length, 4 Door Raised Roof Cab	1
12-P4-0220	Cab Door Hinges - Concealed	1
12-P6-0820	Cab Door Locks - Manual Paddle Type (4 Door Cab)	1
12-P8-1020	Window Regulators - Electric (4 Door Cab)	1
12-R2-0620	Window - Left Side Fixed, 16-1/2"W x 33-1/2"H	1
12-R2-0820	Window - Right Side Fixed, 16-1/2"W x 33-1/2"H	1
12-R4-0420	Cab Tilt Lock Suspension (Full Tilt Cab)	1
12-R4-2220	Cab Tilt Electric Pump w/Manual Back-Up (Standard Location)	1
	CUSTOM CAB - EXTERIOR TRIM COMPONENTS	
14-A2-0420	Front Grille - Stainless Steel	1
14-A2-1620	Front Grille Logo - Ferrara/NON-Lighted	1
14-A2-8420	Side Grille w/Ember Separator - Notched Right Side	1
14-A4-0620	Cab Mirrors - Heated/Remote, Velvac Stainless Steel	1
14-A6-2020	Exterior Trim - Rear Step Well w/Removable Battery Access Covers	1
14-A6-8220	Exterior Trim - Tread Plate, Back of Cab	1
	CUSTOM CAB - INTERIOR TRIM COMPONENTS	
14-G2-1020	Corrosion Protection/Sound Deadening - "F-Shield"	1
14-G4-0220	Interior Cab Finish - "F-Shield" Dark Gray	1
14-G4-2220	Interior Trim - Gray Floor Mats/Engine Tunnel Covering	1
14-G4-6420	Interior Trim - Sprayed Aluminum, Rear Wall	1
14-G6-0420	Interior Trim - Grab Handles (4 Door Cab)	1
14-G6-4020	Interior Trim - Officer's Dash, Glove Box	1
14-G6-6020	Interior Trim - Sun Visors (3)	1
14-H2-0820	Interior Trim - Upper Door Panels "F-Shield" (4 Door Cab)	1
14-H2-4220	Interior Trim - Lower Door Panels "F-Shield" (4 Door Cab)	1
14-H4-1220	Interior Trim - Lower Door Panels Reflective Stop Sign (4 Door Cab)	1
	CUSTOM CAB - INSTRUMENTS AND CONTROLS	
14-K2-0100	Smart Truck Technology - AXIS	1
14-K2-0420	Cab Instrumentation & Controls - Standard Gauges	1
14-K2-0620	Driver's Information Display Panel	1
14-K2-0820	Chassis Electrical System - Standard Wiring	1
14-K2-2020	Doghouse Mounted Switch Panel - Ferrara XD Aluminum	1
14-K2-2220	Switch Panel - Driver's Side (Pump Applications)	1
14-K2-4220	Switch Panel - Center, 96" Wide XD Cab	1
14-K2-6220	Switch Panel - Officer's Side	1
14-K2-8220	Vehicle Data Recorder (VDR) w/Seat Belt Warning - Class 1	1
14-K4-0420	Seat Belt Warning System Panel - Class 1	1
14-K4-4020	Steering Column w/Self Canceling Turn Signals - Douglas	1
14-P2-1620	Heat/Air Conditioning - Under Dash and Rear Crew Area	1
14-P2-2420	A/C Condenser Housings: Black	1
	CUSTOM CAB / SEATING / AIR BAG PROTECTION / EMS COMPARTMENTS	
16-A2-1220	Seating / EMS Compartments - Bostrom	1
16-A8-0420	Seat Material - Bostrom Durawear	1
16-A8-1220	Seat Color - Gray/Black	1
16-A8-4020	Seat Belts - Standard 3-Point NON ABTS	1
16-A8-6020	No SCBA Bracket Required	1
16-A8-8020	No Filler Panels Required	1
16-B4-0220	Seat - Driver, Bostrom Sierra Air-100 RX	1
16-B4-2820	Seat - Officer Bostrom Tanker 450 SCBA	1
16-C2-0620	Seat - DS Rear Facing Crew, Bostrom Tanker 450 SCBA	1
16-D2-0620	Seat - OS Rear Facing Crew, Bostrom Tanker 450 SCBA	1
16-E2-1820	Seats (2) - IB Forward Facing Crew, Bostrom Tanker 450 SCBA	1
	CUSTOM CAB - ACCESSORIES	
16-M2-1420	12-Volt Dual USB Charging Port - Cab Mounted, Kussmaul 091-219-4	1
16-M2-2220	Radio - WB/AM/FM/CD/iPod/Sat w/Speakers, Jensen	1
16-M2-2420	Radio Installation - Customer Supplied	1
16-M2-2620	Radio Antenna Installation - Customer Supplied	1
16-M2-6020	12-Volt Power and Ground Studs (2)	1
16-M2-6420	12-Volt Power Outlet - Cab Mounted	2
16-M2-6620	Wiring - 12-Volt Outlet, Battery Direct	2

PART NO	DESCRIPTION	QTY
16-M4-2620	Electronic Siren - Whelen 295HFS2	1
16-M6-0620	Electric Horn - Single	1
16-M6-2020	Back Up Alarm - 107 dB, Whelen WBUA107	1
	CUSTOM CAB - INTERIOR LIGHTING	
16-P2-0220	Lights (4) - LED Cab Dome, 6" Red/Clear Whelen 60CREGCS	1
16-P2-2420	Light - Open Door w/Alarm, Whelen TIR3 LED	1
16-P4-0220	Lights (6) - Step Well, TecNiq D04 Linear Dragon	1
16-R4-0420	Lights (2) - Engine Maintenance, LED	1
	CUSTOM CAB - EXTERIOR ILLUMINATION	
18-A2-0220	Front Cab Lighting - Whelen 600 Series LED	1
18-A4-0220	Headlights - Halogen	1
18-A6-0420	Lights (2) - Turn Signal, Whelen 600 Series LED (Headlight Module Mounted)	1
18-A6-1220	Lights (2) - Turn Signal/Marker, Whelen 400 Series LED	1
18-A6-6020	Lights (2) - Cornering, LED	1
18-A6-6220	Lights - DOT, LED	1
18-B4-0420	Lights (2) - Inboard Lower Front Warning, Whelen 600 LED (Red)	1
18-D2-0820	Lights (4) - LED Cab Ground, Whelen 20C0CDCD	1
	AUDIO / VISUAL COMMUNICATION SYSTEMS	
	== Chassis Mods - STOCK UNIT - 1018.001 10/01/18 ==	
02-B2-0220	Front Bumper - 12" High, Polished Stainless Steel	1
02-D2-0220	Gravelshield - Front Bumper Extension	1
02-P2-0420	Air Horn - PS Thru Bumper (P2)	1
02-P2-1020	Air Horn - DS Thru Bumper (P6)	1
02-P6-0620	Switch - Air Horn, (2) Driver/Officer Side Floor	1
02-P8-0420	Air Horn Wiring - Active All Modes	1
02-R2-1420	Speaker - DS Thru Bumper (P7)	1
02-R4-0420	Siren Speaker - Cast Product SA2401	1
18-M6-0220	Camera - Back Up w/Color Monitor, Federal Signal CAMSET70-NTSC4B	1
18-M6-0620	Camera - Officer's Side View, Federal Signal CAMCCD-SIDETSC	1
	NFPA SAFETY SIGNS	
18-P2-0220	Safety Signs - General Requirements	1
18-P2-0420	Safety Signs - Battery Explosion, FAMA01	1
18-P2-0620	Safety Signs - Rotating Shafts, FAMA02	1
18-P2-0820	Safety Signs - Hot Surfaces, FAMA03	1
18-P2-1020	Safety Sign - Hot Exhaust, FAMA04	1
18-P2-1220	Safety Sign - Spinning Fan, FAMA05	1
18-P2-1420	Safety Signs - Seated & Belted, FAMA07	1
18-P2-1620	Safety Sign - Air Conditioning Refrigerant, FAMA09	1
18-P2-1820	Safety Sign - Cab Equipment Mounting, FAMA10	1
18-P2-2020	Safety Sign - Fire Service Tire Rating, FAMA12	1
18-P2-2220	Safety Sign - Electronic Stability Control, FAMA13	1
18-P2-2420	Safety Sign - Cab Seating, FEMA14	1
18-P2-2620	Safety Signs - Helmet Worn in Cab, FAMA15	1
18-P2-2820	Safety Sign - Vehicle Backing, FAMA17	1
18-P2-4020	Safety Signs - Intake/Discharge Cap Pressure, FAMA18	1
18-P2-4220	Safety Signs - Hose Restraint Required, FAMA22	1
18-P2-4420	Safety Signs - Climbing Method Instruction, FAMA23	1
18-P2-4620	Safety Signs - Riding on Exterior, FAMA24	1
18-P2-4820	Safety Sign - Pump Training, FAMA25	1
18-P2-6020	Safety Signs - No-Step, FAMA26	1
18-P2-6220	Safety Sign - Siren Noise, FAMA42	1
18-P4-1020	Safety Sign - Apparatus Movement Warning	1
18-P6-0220	Plate - Fluid Capacity	1
18-P6-0420	Plate - Overall Height/Length/Weight	1
	== Pump Enclosure - SM Extruded - 1018.001 10/01/18 ==	
20-A2-0220	PUMP MODULE - SIDE MOUNT EXTRUDED ALUMINUM	1
20-A4-2220	Separate Pump Module - Extruded	1
20-A4-4020	Trim - Dunnage Area, Tread Plate	1
20-C4-0220	Pump Panels - Black Anodized Aluminum	1
20-D6-0220	Light - Left Side Pump Panel, OnScene LED Access	1

PART NO	DESCRIPTION	QTY
20-D6-1220	Light - Right Side Pump Panel, OnScene LED Access	1
20-D8-0620	Light - Pump Compartment, LED	1
20-F4-0220	Running Boards - Slotted Aluminum, Left & Right Side	1
20-J2-0220	Gauges - Master Suction/Pressure, 4-1/2" Metal Face	1
20-J6-0220	Gauges - 2-1/2" Pressure, Metal Face	1
20-J6-6020	Gauge Bezels - Standard Finish	1
20-M2-4020	Vernier Engine Throttle - Pump Panel Mounted	1
20-M4-0220	Tags - Pump Panel, Color Coded (Metal)	1
20-P2-0220	NFPA Pump Panel Gauges - Individual Group	1
20-P2-0620	Gauge - Engine Oil Pressure, Pump Panel	1
20-P2-0820	Gauge - Engine Coolant Temperature, Pump Panel	1
20-P2-1420	Gauge - Tachometer, Pump Panel	1
20-P2-1820	Gauge - Voltmeter, Pump Panel	1
20-P2-4020	Oil Pressure/Water Temperature Audible Alarm	1
	PUMP / COMPONENTS / ACCESSORIES	1
22-A2-0420	Pump System - 1250-2000 GPM Single Stage, Hale QMAX	1
22-F2-0220	Packing Glands - Hale	1
22-G2-0220	Pump Shift - Dash Mounted	1
22-J2-0220	Primer - Pump, Hale Model ESP (Oil Less)	1
22-P2-0220	Valve - Master Pump Drain	1
22-P2-1220	Valve - Individual Drain, 3/4" 1/4 Turn	1
22-R2-0220	Pump Test Point	1
22-R2-1820	Certification - Pump, 1500 GPM Pump	1
22-R4-0420	Plate - Pump Test Certification	1
24-A2-1620	Steamer Inlets - 6" w/Long Handle Cap, Left & Right Side	1
24-J8-0420	Valve - Intake Relief, Akron 53	1
24-K2-0420	Valve - Pressure Relief, Hale QG	1
24-R2-0420	Tank-To-Pump - 3" Valve w/Push-Pull Control	1
24-S6-0820	Tank Fill - 2" Valve w/Push-Pull Control	1
24-T2-0420	Cooler - Engine, 1/2" Line w/ 1/4 Turn Valve	1
24-T2-0620	Cooler - Pump, 3/8" Line w/ 1/4 Turn Valve	1
24-W2-0220	Plumbing - Stainless Steel	1
24-W2-0620	Plumbing - Stainless Steel Foam Manifold	1
24-W4-0220	Plumbing Finish - Natural	1
26-A2-0220	Apparatus Valves - Akron Brass 8800 Series	1
26-D2-0420	Suction - Left Side, 2-1/2" Valve w/Swing Control at Valve	1
28-00-0100	DISCHARGE OUTLETS - SIDE MOUNT	1
28-00-0220	All 2-1/2" Side Discharge Outlets Terminate 30-Degree Elbows	1
28-D4-0420	Crosslays (2) - Double Lay, 2" Valve w/Push Pull Control	1
28-D8-0820	Cover - Hypalon w/End Flaps, Crosslays	1
28-D8-2220	End Flaps - Hypalon w/Snaps, Crosslays	1
28-D8-6020	Cover/End Flaps Color: Red	1
28-H8-0420	Discharges (2) - Left Side, 2-1/2" Valve w/Push-Pull Control	1
28-K4-0420	Discharges (2) - Right Side, 2-1/2" Valve w/Push-Pull Control	1
28-Q2-0220	Discharge - Deck Gun, 3" Valve w/Push Pull Control	1
28-V2-1020	Discharge - Left Rear, 2-1/2" Valve w/Push-Pull Control	1
28-V8-8020	Elbow - 2-1/2 FNST x 2-1/2" MNST Chrome 30 Degree, Trident 01.010.0	1
30-C2-0620	Foam System - Foam Pro 2001	1
30-J2-2020	Gauge - Class A Foam, FRC Tank Vision Pro WLA360-A00	1
30-K2-1220	Tank Switch (1) Low Level	1
30-M4-0620	Flowmeter - Tee Mount w/kit, 2-1/2"	1
30-R2-0620	Placard - Operating System, Single Tank	1
30-R8-0220	NFPA Test - Foam Proportioning Systems	1
30-S2-0420	Foam Tank No. 1 - Polypropylene, 20 Gallons	1
30-T2-0200	FOAM OUTLET LOCATIONS:	1
	== Bodies - Pumper LBT Side Mount Extruded - 1018.001 10/01/18 ==	1
	WATER TANKS / COMPONENTS / ACCESSORIES	1
32-C2-2020	Water Tank - Polypropylene, 1000 Gallons (T)	1
32-D8-0420	Certification - NFPA Water Tank Size	1
34-A2-1220	Gauge - Water Level, Tank Vision Pro WLA300-A00	1

PART NO	DESCRIPTION	QTY
52-A2-2820	Body - 102" Wide, Extruded Aluminum	1
52-A6-4020	Body Sub frame - Extruded Aluminum	1
52-A6-6220	Body/Compartment Construction - 102" Wide Body	1
52-A6-8020	Compartment Tops/Catwalk - Standard	1
52-A8-0220	Wheel Well Panels & Fenders - Body, Aluminum Tread plate	1
52-A8-1020	Hose Bed - 67-1/2" Wide	1
	A safety sign FAMA22, which warns of the need to secure hose, shall be visible to personnel at the hose storage area.	
52-D6-8420	Compartments- Left Side, Rescue Style (36/58/44 w/70" Interior Height)	1
52-F2-6030	Compartment Doors - Left Side Roll Up, ROM Satin Finish	3
52-F2-6620	Pull Down Strap - Compartment Door	3
52-H6-1020	Compartments - Right Side, Rescue Style (36/58/44 w/70" Interior Height)	1
52-J6-2030	Compartment Doors - Right Side Roll Up, ROM Satin Finish	3
52-J6-2620	Pull Down Strap - Compartment Door	3
52-J8-0420	Compartment - Center Rear, Standard Height	1
52-J8-4020	Compartment Door - Rear Roll Up, AMDOR Satin Finish	1
52-J8-6020	Rear Body Construction - Beavertails	1
52-J8-8620	Rear Compartment Blouse	1
60-A2-4820	Vertical Load Test - Body	1
62-A2-4820	Compartment - Pike Pole/Ladder Storage, Right Side Beside Tank	1
62-B2-1220	Tubes (2) - Pike Pole Storage	1
62-D2-0220	Trays (2) - Suction Hose, Each Side Above Compartments	1
64-B2-0420	Compartment - Wheel Well Double Air Bottle, Left Front (SIG4)	1
64-B4-0220	Compartment - Wheel Well Single Air Bottle, Left Rear (SIG4)	1
64-B4-6020	Compartment - Wheel Well Single Air Bottle, Right Front (SIG4)	1
64-B6-6020	Compartment - Wheel Well Single Air Bottle, Right Rear (SIG4)	1
66-A2-0220	Body Trim Package	1
66-A2-0620	Body Trim - Vertical Handrails (2), Knurled Aluminum	1
66-A2-1420	Body Trim - NO Rear Stanchions	1
66-A2-2420	Fuel Fill - Recessed w/Door, Left Side	1
66-A2-4420	Mud Flaps - Rear	1
66-A2-4620	Rubrail - Extruded Aluminum	1
66-A4-0620	Step - 20" Rear, Slotted Aluminum	1
66-A4-4420	Step - Chrome Folding, Front of Body	2
66-A4-6820	Steps (4) - LED Lighted, Rear	1
66-A4-8820	Tow Eyes (2) - Rear, Below Body	1
66-A6-2220	Handrail - Below Hose Bed, Knurled Aluminum	1
66-A8-1620	Divider - Hose Bed, Pumper	1
66-A8-4220	Cover - Hose Bed, Hypalon	1
66-A8-6420	End Flap - Hypalon w/Snaps, Hose Bed	1
66-A8-8020	Cover/End Flap Color: Red	1
66-A8-8820	Hose Bed Capacity	1
	== Body Components - Pumpers - 1018.001 10/01/18 ==	1
66-B2-0420	Shelf - Permanent, Smooth Aluminum	4
66-B2-0620	Unistruts - Aluminum, Per Compartment	2
66-B2-2020	Shelf - Adjustable, 12-15" Deep	2
66-C2-2020	Tray - 500 Pound Roll-Out, 24-28" Deep	1
	== Elec. Components - Pumper Custom - 1018.001 10/01/18 ==	1
	***** ELECTRICAL / COMPONENTS / ACCESSORIES *****	1
70-A2-2020	Electrical System - Apparatus Body	1
70-A2-4020	Electrical System - 12 Volt Testing	1
70-A2-6020	12-Volt Wiring Protection - Split Loom	1
70-A2-8020	EMI/RFI Protection	1
	AUDIBLE WARNING DEVICES	1
	INTERIOR COMPARTMENT LIGHTING	1
70-D2-0220	Lights - 5" Diameter Halogen Compartment, Truck Lite 80351	1
70-H2-0220	Switch - Compartment Door Ajar Indicator	1
72-G8-4820	Zone A Upper Light Bar - 72" LED, Whelen Freedom IV F4N7QLED	1
72-R8-4020	Zone C Upper Lights (2) - Red LED Beacons, Whelen B6LED B6TMRRP	1

PART NO	DESCRIPTION	QTY
74-C8-1620	Zone B & D Lower Front (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R	1
74-D8-1220	Zone B & D Lower Midship (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R	1
74-G8-1020	Zone B & D Lower Rear (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R	1
74-H8-1220	Zone C Lower Lights (2) - Red w/Clear Lens 600 LED, Whelen 60R02FCR	1
74-J4-0420	Stop/Turn LED /Reverse Halogen Lights - Whelen 600 Series	1
74-J4-2220	Housing - Rear Tail Light Assembly, CAST4	1
	12-VOLT APPARATUS LIGHTING / ACCESSORIES	1
74-L0-2220	Lights - LED Clearance and Maker	1
74-L2-4020	Light - LED License, Whelen OSC0EDCR	1
74-P2-1620	Lights (2) - M6 LED Scene, Whelen M6ZC	1
74-P4-8020	Scene Light Locations - Upper Rear of Body, Outboard	1
74-P4-8420	Switches - Upper Rear Scene Light Activation, Cab Mounted & Reverse Circuit	1
	== Paint - SM Extruded - 1018.001 10/01/18 ==	1
80-C2-0220	Paint - Body/Cab	1
80-C2-0420	Paint Color/Code: Red FLNA 31979 (FFA Red 1)	1
80-C4-0220	Paint - Custom Cab, Two Tone	1
80-C4-0420	Paint Color/Code: White FLNA 41477 (FFA White 1)	1
80-C4-2020	Two-Tone Cab Break Line Stripe: Black	1
80-D2-1220	Interior Compartment Finish - Natural	1
80-E2-0220	Stripe - Scotchlite, 4"	1
80-E4-0420	Striping Color: White	1
80-E4-8020	Striping Layout: Straight Down Cab/Body	1
80-E8-0220	Striping - Rear Body, Reflective Chevron	1
80-E8-0620	Chevron Striping Colors: 3M Red & Lime Green	1
80-E8-4020	Reflective Material - Designated Walking Surfaces	1
80-G2-0220	Lettering - 3" Spun Gold w/Shade	1
80-G6-0820	Shade Color: Black	1
	== Warranty / Manuals - Pumpers Custom - 1018.001 10/01/18 ==	1
98-A2-0420	Warranty - Body Parts & Labor, 2-Year	1
98-A2-1020	Warranty - Cab/Chassis Parts & Labor, 2-Year	1
98-A4-0210	Warranty - Cab Structural, 10-Year/100,000 Miles	1
98-A4-0420	Warranty - Body Structure, 10-Year/100,000 Miles	1
98-A6-0210	Warranty - Cab Paint/Perforation, 10 Year	1
98-A6-0220	Warranty - Body Paint/Perforation, 10 Year	1
98-A8-0220	Warranty - Frame Rails, Lifetime	1
98-A8-0420	Warranty - Meritor Axle, 2-Year/Unlimited Miles	1
98-A8-4220	Warranty - Cummins Engine, 5-Year/100,000 Miles	1
98-A8-4420	Warranty - Allison Automatic Transmission, 5-Year/Unlimited Miles	1
98-A8-4620	Warranty - Anti Lock Brake System, 3-Year/300,000 Miles	1
98-A8-6020	Warranty - Hale Pumps	1
98-A8-8020	Warranty - Plumbing System, 10-Year	1
98-A8-8420	Warranty - Poly Water Tank, Lifetime	1
98-B2-0220	Manuals (2) - Chassis Operation, Digital	1
98-B2-1220	Manuals (2) - Engine/Transmission Operations	1
98-B2-1820	Manuals - Apparatus Body & Components	1
98-B2-2020	Manuals - Pump	1
98-B2-2220	Safety Guide - FAMA	1
98-B2-6020	Wiring Diagrams - Cab/Chassis, Standard	1
98-B2-6620	Wiring Diagrams - Apparatus Body, Standard	1
	== Loose Equipment Pkg. - Pumper - 1018.001 10/01/18 ==	1
90-A2-0220	Equipment Package - NFPA 1901 2016, Fire Department Supplied	1
90-C2-0420	Ladder - 10' Folding Attic, Alco-Lite FL-10	1
90-C6-0420	Ladder - 14' Roof, Alco-Lite PRL-14	1
90-D6-1020	Ladder - 24' 2-Section Extension, Alco-Lite PEL-24	1
90-H8-0420	Hose (2) - PVC Flexible Suction, Kochek 10' x 6"	1
90-K2-1220	Strainer - 6" NH Barrel, Kochek BS60C	1
90-K4-1020	Bracket - 6" Strainer, Kochek MM601C	1
98-D8-0425	Additional Discount	1
98-D8-0430	FFA Additional - STAT Program Pricing	1

CITY COUNCIL MEETING AGENDA REQUEST

DATE: *11 March 2019* **DEPT:** Police **MEETING DATE:** *March 20, 2019*

ITEM/TOPIC: *Addendum to Contractual Agreement for inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.*

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval for Addendum to Contractual Agreement for inmate Confinement with the Las Vegas Police Department and San Miguel County Detention Center.*

BACKGROUND/RATIONALE: *The purpose of this agreement is for the confinement for prisoners and/or inmates arrested by the City.*

The contract was approved by the San Miguel County Commission on Wednesday, February 13, 2019. Upon approval by the City Council; the term of the agreement shall be for a term of one (1) year.

STAFF RECOMMENDATION: *No action*

COMMITTEE RECOMMENDATION: *None*

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.



David T. Bibb III
Chief of Police

REVIEWED AND APPROVED BY:



TONITA GURULÉ-GIRÓN
MAYOR



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

Esther Garduño Montoya
City Attorney
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)



Maria L. Martinez
Chairman - District 4

Harold Garcia
Vice Chair-District 1

Janice Varela
Commissioner-District 1

Detention Center
Matthew A. Elwell, CJM
Warden

Max O. Trujillo
Commissioner-District 3

Chris Najar
Commissioner-District 5

Vidal Martinez, Ed.D.
County Manager

February 13, 2019

City of Las Vegas
Attn: Mrs. Ann Marie Gallegos
Interim City Manager
1700 North Grand Ave
Las Vegas, New Mexico 87701

Re: Inmate Confinement Contract Extension

Mrs. Gallegos:

Attached is a signed Fourth (4th) Extension Agreement along with the 2015 Inmate Confinement Contract, by and between the County of San Miguel and the City of Las Vegas. The Contract is for housing of the City of Las Vegas detainees at the San Miguel County Detention Center.

Should you have any question, please do not hesitate to contact me at your convenience.

Thank you,

Warden Matthew A. Elwell
26 NM 283, LVNM 87701
(505) 454-7403

Attachment-Extension Agreement and Contract

xc: Dr. Vidal Martinez, San Miguel County Manager
Melinda Gonzales, SMC Finance Division Supervisor
SMCDC Contract Booklet-CLV
file

FOURTH EXTENTION OF AGREEMENT FOR CONFINEMENT OF PRISONERS

This extension of Agreement for Confinement of Prisoners is entered into as of the 10th day of October 2018, by and between the Board of County Commissioners of San Miguel County, New Mexico, and the City of Las Vegas.

RECITALS

WHEREAS, San Miguel County and City of Las Vegas entered into a Contract for Inmate Confinement on October 13, 2015. (Hereinafter referred to as the "2015 Contract")

WHEREAS, the 2015 Contract was filed with the San Miguel County Clerk on the 29th day of October 2015 as instrument #201503649.

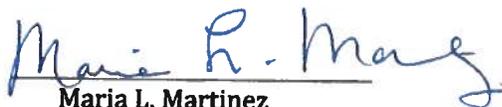
WHEREAS, pursuant to section 2 of the 2015 Contract there is an option to renew for up to Four (4) additional years.

AGREEMENT

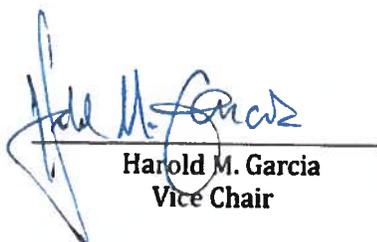
1. The 2015 Contract is hereby extended for an additional term of one (1) year, beginning as of the day and year first above written.
2. All other terms and conditions of the 2015 Contract shall remain in full force and effective during the one (1) year term, which is the subject of this fourth extension.

In Witness Whereof, the parties hereto have entered into this agreement as of the day and year first written above.

Passed and approved on this 12th day of February, 2019, by the board of Commissioners for San Miguel County, New Mexico.



Maria L. Martinez
Chair
District 4


Harold M. Garcia
Vice Chair


Janice Varela
Commissioner

District 1

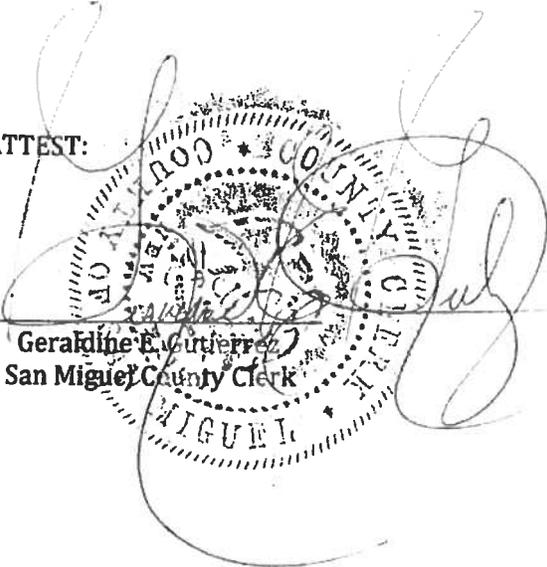


Max O. Trujillo
Commissioner
District 3

District 2

Chris Najjar
Commissioner
District 5

ATTEST:


Geraldine E. Cortez
San Miguel County Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Dave Romero Jr.
San Miguel County Attorney

City of Las Vegas

Attest:

Ann Marie Gallegos
Interim City Manager

Casandra Fresquez
City Clerk

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED

Esther Garduño-Montoya
City of Las Vegas Attorney

Tana Vega
Interim Finance Director

AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of October 2015, by and between the City of Las Vegas, a municipal corporation (hereinafter referred to as the "City"), and San Miguel County Detention Center, a detention facility owned and operated by the County of San Miguel, within San Miguel County (hereinafter referred to as the "SMCDC").

RECITALS

WHEREAS, the City desires to house prisoners and/or inmates in SMCDC (hereinafter sometimes referred to as the "Facility") and:

WHEREAS, SMCDC, desires to provide secure housing to adult prisoners and/or inmates of the City at SMCDC:

WITNESSETH, In consideration of the promises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **AUTHORITY AND PURPOSE:** this agreement is entered into pursuant to Section 3-18-20. NMSA 1978 authorizing the parties to make contractual arrangements for the confinement of prisoners and/or inmates arrested by the City. This Agreement wholly replaces and supersedes all prior contracts/agreements between the parties for these services.
2. **EFFECTIVE DATE AND TERM:** This contract shall become effective upon approved by City, by and through its City Council and by SMCDC, by and through its County Commission, and shall be for a term of one (1) year, with the option to renew annually for up to four (4) additional years upon mutual agreement of the parties.
3. **TERMINATION AND SUSPENSION:**
 - A. This Agreement may be terminated at any time by either party upon thirty (30) days written notice. The SMCDC shall be paid for all Services provided through the date of termination. The City's obligation to pay for City prisoners remaining at the SMCDC due to court ordered sentencing shall survive termination.
 - B. In the event that a court of competent jurisdiction enters any order which affects the ability of SMCDC to perform its obligations under this Agreement, SMCDC shall have the right to suspend Services provided under this Agreement upon providing written notice to the City of the same within one (1) business day of receipt of said order. City shall cooperate with SMCDC in relocating City prisoners.
 - C. This Agreement may be suspended upon written notice given by the City of SMCDC that the City Council failed to appropriate funds for SMCDC Services. City shall remain liable for

payment of SMCDC Services performed prior to suspension date and for City prisoners remaining at SMCDC due to court ordered sentencing.

4. **SCOPE OF SERVICES:** SMCDC shall perform the following services (hereinafter referred to as the "Services") in a lawful manner.
5. **TRANSPORTATION:** Once the adult prisoner/inmate is confined at SMCDC, it will be the responsibility of SMCDC to transport City prisoners/inmates to all required courts hearings, intra-county medical requirements, including transportation of protective custody/mental health hold detainees to New Mexico Behavioral Health Institute, and/or all other routine transportation, unless excepted below, until such prisoners is either released or transported to another facility.

TRANSPORTATION OF JUVENILES: This Agreement does NOT require SMCDC to confine persons under the age of 18 years. The arresting entity maintains responsibility to transport any juvenile prisoners/inmates to an appropriate detention facility.

6. **CONFINEMENT:** SMCDC shall provide confinement, safe-keeping, and maintenance for each prisoner accepted by the facility. City prisoners/inmates shall be classified and confined in the facility in accordance with the SMCDC classification criteria as promulgated by the SMCDC. SMCDC shall provide City prisoners/inmates with a reasonable, clean, safe and wholesome facility, which shall be kept in good order and repair. City prisoners/inmates confined at the SMCDC shall receive good and sufficient food, as well as lighting and heating of the same quality and quantity as is provided to other prisoners, during their confinement at the SMCDC.
7. **BOOKING, FINGERPRINTING, PHOTOGRAPHING, AND STATE TRACKING NUMBER (STN):** Fingerprinting of City prisoners/inmates will be the responsibility of the City, at their location. SMCDC has a dedicated intake/booking area at the facility; including detention officer personnel, intake booking equipment, property safeguarding, equipment, and a camera for photographing each inmate/prisoner. City shall be responsible for all State Tracking Number Processes. SMCDC shall be responsible for signing for and receiving all personal property belonging to the prisoner/inmate at the time of confinement. The prisoners/inmates must be booked by the City Police Officer and all personal belongings must be inventoried and must be turned over to SMCDC along with the prisoner/inmate.
8. **APPLICABLE RULES AND REGULATIONS:** When using the Facility for the confinement of prisoners, the City, its Officers, Employees, and Agents, and its prisoners/inmates shall at all times be governed by the Rules and Regulations and Policies adopted by SMCDC relating to confinement and care of prisoners at the SMCDC. All policies and procedures shall be in accordance with the American Correctional Association Standards for Adult Local Detention Facilities, as well as with all applicable state and federal statutes.
9. **RECORDS:** The SMCDC shall keep and maintain accurate and current records, (i.e. booking, and photographs) relating to the confinement of all prisoners, including the initial date of acceptance at the SMCDC, the confining agency, the detaining source of the prisoner, and the number of days at the facility, and whether such prisoner has been sentenced.
10. **HEALTH SCREENING REQUIREMENTS:** Intake medical screening for inmates commences upon the inmates arrival at the facility. The officer observation form is reviewed by the arresting

officer and the detention supervisor, and/or detention officer and/or qualified health care provider. Findings are recorded on a screening form approved by the health authority. The screening includes inquiry, observation, and medical disposition of the inmate, including refusal of admission until the inmate is medically cleared.

Health screening is a system of structured inquiry and observation to prevent newly arrived inmates who pose a health safety threat to themselves or others from being admitted to the facility; and to identify inmates who require immediate medical attention.

Inmates who are unconscious, semiconscious, bleeding, or otherwise in need of immediate medical attention must have a written medical release for incarceration from a hospital prior to review for admission to the facility.

All arrestees shall be subjected to the field assessment tool for level of intoxication, in order to determine the need for a medical clearance prior to admittance to the facility. An arrestee with a score greater than 11 on the field assessment tool, shall be transported to the local hospital for a medical clearance, by the arresting officer.

11. a. Routine Care. SMCDC shall provide only routine and ordinary medical care to a City prisoner without additional charge. "Routine and ordinary medical care" is that which can be administered at the Facility by SMCDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Prisoners transported to SMCDC by City shall arrive with medical clearance and a brief medical history.
 - b. Extraordinary Care. Medical care NOT deemed by SMCDC to be within the scope of "routine and ordinary medical" care shall be the financial responsibility of City. The expense associated with SMCDC's provision of excluded medical services shall be passed through to the City at actual cost. A prisoner appearing to require extraordinary medical care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of medical care. If extraordinary medical care is NOT urgent, SMCDC shall notify the City as soon as practicable for further instructions. If extraordinary medical care requires emergency attention, SMCDC shall initiate immediate care, including transport to appropriate medical facility if necessary, and notify the City of Las Vegas as soon as practicable.
 - c. Medical Transportation. The City shall NOT bear the cost of medical transportation of a City prisoner to a medical facility WITHIN San Miguel County. The City shall bear the cost of medical transportation of its prisoner to a medical facility OUTSIDE of San Miguel County.
 - d. Transfers. A prisoner transferred from a different detention facility or medical facility having received a medical clearance therefrom shall not be required to obtain a medical clearance from SMCDC prior to incarceration.
12. ENTIRE CONTRACT: This Agreement and the Exhibits attached hereto constitute the entire contract between the parties, and this contract shall not be modified, amended or rescinded in whole or in part, except by written amendment signed by both parties hereto.

13. **NOTICES:** All notices required under this contract shall be sent Certified Mail, Return Receipt requested to:

City of Las Vegas
City Manager
1700 N. Grand Avenue
Las Vegas, New Mexico 87701
(505)454-1401

San Miguel County
County Manager
500 West National Suite 201
Las Vegas, New Mexico 87701

14. **COMPENSATION, FOR SERVICES:** For performing the Services specified herein, the City agrees to pay SMCDC the rate of eighty dollars (\$80.00) per day, per prisoner/inmate for each day, or portion thereof, in which the prisoner/inmate is confined by SMCDC. This amount includes any applicable gross receipts taxes, and which amount shall constitute full and complete compensation for the SMCDC Services under this Agreement, including all expenditures made and expenses incurred by SMCDC in performing such Services, unless stated above.

To ensure accuracy for billing purposes, all billing for inmates housed and cared for specific to a protective custody/mental health hold shall be on the same day "per day" day basis.

15. **METHOD OF PAYMENT:** SMCDC shall bill the City via the Municipal Court Offices for City prisoners/inmates on a monthly basis together with such documentation as City may reasonably require. City shall pay the SMCDC invoice on a monthly basis in conformance with the budgetary and fiscal guidelines of the City. City shall remit payment to SMCDC within forty five (45) days of receipt of invoice. Invoices not paid within forty five (45) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is less.
16. **CONTRACTOR STATUS:** Neither SMCDC nor its employees are considered to be employees of the City for any purpose whatsoever. SMCDC is "an independent contractor" at all times in the performance of the Services described in THIS Agreement. SMCDC further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
17. **PERSONNEL:** SMCDC represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services required hereunder will be performed by SMCDC or under its supervision and all personnel engaged in the work shall be qualified and shall be authorized or permitted under state and local law to perform such Services.

18. **INSURANCE:** SMCDC shall carry and maintain in full force and effect during the Term of this Agreement, and any extension thereof, at SMCDC's sole expense insurance covering bodily injury, disease, illness or death and property damage liability. SMCDC shall maintain in force a policy or policies providing the following:
- a. Comprehensive general liability coverage not less than \$1,050,000.00 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death, and maintain coverage according to New Mexico governmental tort claim requirements.
 - b. Fire, lightening and extended coverage, or "all risk" coverage. SMCDC shall carry and maintain in full force and effect during the Term of this Agreement and any renewal thereof, at SMCDC's sole cost and expense, fire and extended coverage insurance upon all real property, alterations and improvements in an amount equal to the replacement value of such real property, alterations, additions and improvements. SMCDC within ten (10) days after cancellation or expiration of any required coverage is to notify City in writing. City may deem Agreement to be in Default if SMCDC fails to comply with provisions of this Section.
19. **INDEMNIFICATION:** As governmental entities, neither party agrees to indemnify or hold harmless the other party because any liability incurred by either party in connection with this Agreement shall be subject to the provisions, immunities, and limitations of the New Mexico Tort Claims Act, section 41-4-1 et seq., NMSA 1978, as amended ("the Act"). No provision of this Agreement modifies the respective liability or non-liability of either party under the Act. The governmental parties and their respective "public employees" or "law enforcement officers" as defined by the Act have not waived, and do not waive, sovereign immunity, any defense, nor any limitation of liability pursuant to the Act or other applicable law. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim. However, either party shall have the right to take any action reasonably believed necessary to protect their respective interest, including the right to enforce the obligations of this Agreement against to other party and the right to recover damages caused by the other party arising out of the performance or nonperformance of this Agreement. The provision shall survive termination of this Agreement.
20. **DISCRIMINATION PROHIBITED:** In performing the Services required hereunder, SMCDC shall comply with applicable law to not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual preference, sexual orientation, national origin or ancestry, age, or physical handicap, or disability.
21. **ADA COMPLIANCE:** In performing the Services required hereunder, SMCDC agrees to comply with all requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") which are imposed directly on SMCDC or which would be imposed on the City as a public entity. SMCDC agrees to be responsible, for knowing all applicable requirements of the ADA.
22. **ESTABLISHMENT AND MAINTENANCE OF RECORDS:** Records shall be maintained by SMCDC in accordance with applicable law and requirements.
23. **COMPLIANCE WITH LAWS:** In performing the Services required hereunder, SMCDC shall comply with all applicable laws, ordinances, and codes of the Federal, State and Local Governments.

- 24. **CHANGES:** The parties may, from time to time, request minor changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of SMCDC's compensation, which are mutually agreed upon by and between the City and SMCDC, shall not be effective until incorporated in written amendments to this Agreement.
- 25. **ASSIGNABILITY:** SMCDC shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.
- 26. **CONSTRUCTION AND SERVABILITY:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
- 27. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
- 28. **APPLICABLE LAW:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

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

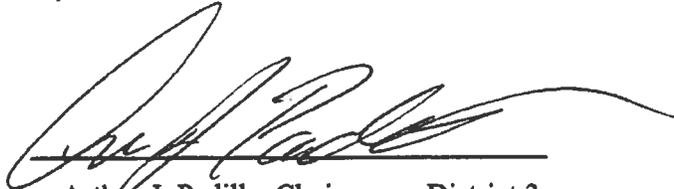
City of Las Vegas

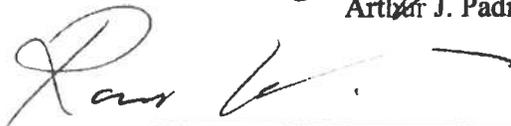
City Manager, Elmer J. Martinez

Cassandra Fresquez,
City Clerk

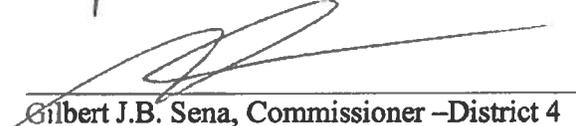
Dave E. Romero, Jr. Esq., City Attorney

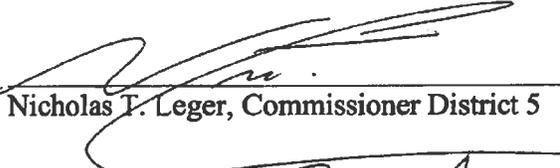
In Witness Whereof, the Agreement has been entered into this 13th day of
October 2015, by the BOARD OF COUNTY COMMISSIONERS OF SAN
MIGUEL COUNTY, NEW MEXICO.

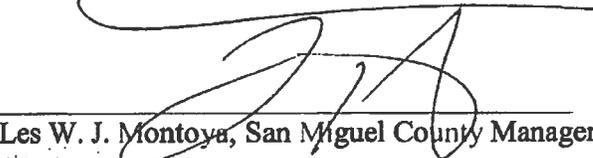

Arthur J. Padilla, Chairman – District 3


Rock G. Ulibarri, Commissioner –District 1


Marcellino A Ortiz, Commissioner District 2


Gilbert J.B. Sena, Commissioner –District 4

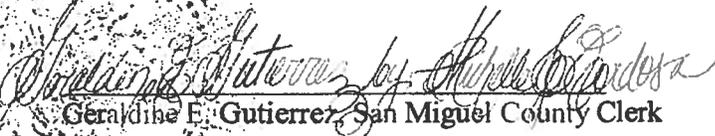

Nicholas T. Leger, Commissioner District 5


Les W. J. Montoya, San Miguel County Manager

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss
SAN MIGUEL COUNTY
PAGES: 9
I Hereby Certify That This Instrument Was Filed for
Record On The 29TH Day Of October, 2015 at 02:54:26 PM
And Was Duly Recorded as Instrument #201503649
Of The Records Of San Miguel

Witness My Hand And Seal Of Office
Geraldine E. Gutierrez
Deputy County Clerk, San Miguel, NM




Geraldine E. Gutierrez, San Miguel County Clerk


San Miguel County Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03/12/19 DEPT: Executive MEETING DATE: 03/20/19

ITEM/TOPIC: Fraternal Order of Police #20 Agreement

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of the Las Vegas Police Officer's Association Fraternal Order of Police Las Vegas Lodge #20 Agreement.

BACKGROUND/RATIONALE: The City of Las Vegas entered into contract negotiations with FOP for purposes of negotiating a contract. The Fraternal Order of Police Las Vegas Lodge #20 has ratified and approved amendments to the collective bargaining agreement, 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.

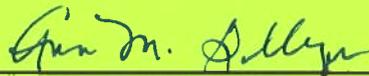
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**



**ANN M. GALLEGOS
INTERIM CITY MANAGER**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)**



LAS VEGAS POLICE OFFICER'S ASSOCIATION
Meadow City Lodge #20
Las Vegas, NM 87701

Las Vegas Fraternal Order of Police Union President Caleb Marquez
March 15, 2019

Ann Marie Gallegos
City Manager
City Of Las Vegas

Dear Mrs. Gallegos

On behalf of the Las Vegas Fraternal Order of Police, This is a letter to inform you a vote was taken and was a unanimous vote to ratify the union contract with the agreements meets during the collective bargaining process.

Please feel free to contact me to (505) 429-6109 for any questions regarding this manner.

Sincerely


Caleb Marquez
LVPOA President

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Las Vegas municipal corporation of the State of New Mexico, hereinafter sometimes referred to as the “City”, and the Las Vegas Police Officer’s Association, hereinafter referred to as the “Association”, which is an affiliate of the Fraternal Order of Police Labor Council and the Las Vegas Lodge #20 Fraternal Order of Police.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

NOW THEREFORE, IT IS HEREBY AGREED:

- A. The City of Las Vegas recognizes the Las Vegas Police Officer’s Association as the exclusive collective bargaining representative for the regular, full time non-probationary sworn police officers, sergeants, lieutenants and communications specialists.
- B. The City of Las Vegas extends to the Las Vegas Police Officer’s Association representing such unit of employees the following rights:
 - 1. To represent the employees in negotiations and in the settlement of grievances;
 - 2. To exclusive representation status during the term of this Agreement as provided in the Employee Relations Ordinance.
- C. The parties agree that they will not practice nor tolerate discrimination against employees covered by this Agreement because of race, color, religion, sex, ancestry, national origin, age, disability, ~~martial~~ marital status, union or non-union affiliation or political affiliation. Sexual harassment will not be tolerated by the parties.
- D. For the purposes of this Agreement, and any subsequent Memorandum of Understanding, the City of Las Vegas shall be referred to as the “City”; the Las Vegas Police Department shall be referred to as the “Department”; the Chief of Police shall be referred to as the “Chief”; the Las Vegas Police Officer’s Association shall be referred to as the “Association”; and any references to officer shall be referred to as “Employee”.

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Section 1 ASSOCIATION RIGHTS

- A. The City will have an open door policy for Association Representative(s) where they may meet with the Chief of Police or his designee when possible. The Association and the City agree to attempt to resolve all grievances at the lowest level.
- B. The Association President or designee with the approval of the Chief of Police or his designee, may be granted annual leave, for the purposes of attending meetings related to Union business.

Section 2 LOST, DAMAGED, OR STOLEN PROPERTIES

- A. Officers who have lost, damaged or have had city property stolen in the line of duty, will not be required to reimburse the City so long as the employee can prove that negligence was not a factor to the satisfaction of their chain of command and the Chief.
- B. The City will replace an employee's uniform, insignias, patches, and equipment damaged in the line of duty as a result of a direct delivery of service. These items will be replaced if the Chief of Police or his designee determines that the above item is necessary for the employee to carry out his/her duties. This language is not intended to be used to replace worn out uniforms or equipment.

Section 3 UNIFORMS

- A. It is understood by the parties of this agreement that uniform regulations of the Department are established by the Chief and that the primary purpose of this section is for uniform replacement, cleaning, equipment purchases, equipment repair and maintenance.
- B. This allowance shall be disbursed bi-annually in equal of \$425.00 to each non-probationary commissioned police officer, sergeant, lieutenant, and to each dispatcher.

Section 4 FIREARMS

- A. Employees who carry a firearm shall be required to remain certified as required by the New Mexico Law Enforcement Academy. The City shall furnish ammunition for the department issued handguns, shotguns and rifles for employees, for the required certifications and training, two (2) times per year. Employees may carry a different caliber handgun, if approved by the Chief of Police. The City will furnish ammunition necessary while on duty, for the department issued handgun, police shotguns, AR-15 rifles, and any other approved handgun as determined by the Chief of Police.

Section 5 LEAVE TO VOTE

- A. Leave to vote will be granted to bargaining unit employees in accordance with law. Employees may be required to show proof of voter registration.

Section 6 TRAINING AND EDUCATION

- A. The city encourages employees to develop and expand their promotional potential. Employees may request leave to attend classes during work hours from the Chief of Police. However, time away from work will be made up during the same work- day. Approval to attend courses during working hours will depend on work schedules, work need, etc. Normally, tuition expenses for college credit courses will not be reimbursable by the City.
- B. The City may also offer training sessions in specialized areas. The City will make an effort to inform employees of the available training through the posting of notices.

Section 7 FAMILY AND MEDICAL LEAVE

- A. Employees eligible under the Family Medical Leave Act will be granted leave from their duties in accordance with the provisions of the Family Medical Leave Act (FMLA). Any requests for leave must be in writing with at least thirty (30) days notice, if possible, and must specifically state that the request is for family medical purposes. If required by the supervisor, all supporting documentation, including physician's statements must be attached. Employees granted leave under the Family Medical Leave Act shall be granted Re-employment rights to their position for a period of up to twelve (12) weeks. The provisions of this section are not subject to the formal grievance procedure.
- B. In the event any emergency situation occurs, the employee should notify the immediate supervisor or department director or designee as soon as possible. Emergency shall mean a situation beyond the control of the employee, which prohibits the submission of the request within the five (5) working days time period.

Section 8 MILITARY LEAVE

- A. Employees ordered to active duty in the United States Armed Forces will be entitled to re-employment rights covered under the Veterans Re-employment Act. The Employee will be entitled to re-employment provided that a request for reinstatement occurs within ninety (90) days of discharge from military service. A returning employee shall be restored to the position that he/she left, if available, or a comparable position.

Section 9 **ANNUAL MILITARY TRAINING**

- A. An Employee who is a member of the organized reserved units of the Armed Forces may be granted leave if the employee is ordered to annual active duty. Such leave shall not exceed fifteen (15) days within the fiscal year.
- B. Employees ordered to active duty training must present their orders to Supervisors no later ~~that~~ than three (3) work days after the orders were received.
- C. Employees shall be compensated at the base rate of pay for all days usually worked up to fifteen (15) working days if the employee is on annual active duty training.
- D. Employees participating in additional training ~~my~~ may be eligible for leave without pay or annual leave if the leave is approved by the supervisor
- E. Employees requesting any type of military leave must identify to their supervisor whether the leave is mandatory or optional.

Section 10 **LEAVE OF ABSENCE WITHOUT PAY**

- A. An employee in the bargaining unit may request leave of absence without pay per current Chapter 66. Personnel Rules of the City Code.

Section 11 **SEXUAL HARASSMENT**

- A. Sexual Harassment of any form is prohibited within the City of Las Vegas and shall be reported immediately to the Human Resources Director for guidance.
- B. The Human Resources Director will provide guidance and/or initiate a prompt, discreet investigation upon being informed of the sexual harassment incident(s).
- C. Based on the information provided by the complainant, the Human Resources Director will then determine if any investigation is appropriate and when an investigation is appropriate. The Human Resources Director or his/her designee will first inform the accused person's Supervisor and the Supervisor will then proceed with such disciplinary action pursuant to the City's Personnel Rules and Regulations and pursuant to Administrative Regulations.

Section 12 **EMPLOYEE SAFETY AND HEALTH**

- A. The parties believe that the safety and health of the employees are of prime considerations in every phase of its activities. The parties are concerned for the human value of life, health and physical well-being, and they are convinced that good safety and health practices are essential to efficient services to the public.

- B. The parties and the employees will work towards providing and maintaining safe and healthy working conditions. The parties will instill in the employees an awareness of the need to promote safe and healthy working habits, report and eliminate safety hazards in the work place, and comply with applicable health and safety laws.

Section 13 CITY SAFETY COMMITTEE

- A. The purpose of the Safety Committee is to review safety and health policies and recommend modifications as necessary to the City Manager. The committee shall meet bi-annually or as required by management.
- B. In accordance with the City's Safety and Health Policy the Safety Committee shall include two bargaining union members acting on behalf of the City of Las Vegas as appointed safety committee representatives.
- C. The LVPOA President shall make his/her appointments of the two bargaining members for the safety committee.
- D. The two appointed union members may attend safety meetings on paid status.

Section 14 PAYROLL DEDUCTIONS

- A. The City will make such payroll deductions for the City sponsored Credit Union or any Established and City sponsored banking institutions.

Section 15 EXAMINATIONS

- A. Employees may be required to take and pass a medical examination at any time to determine their mental or physical capabilities to perform their assignments in a satisfactory manner. If required to take a medical, and/or mental examination, the City will determine the physician/psychologist and the cost will also be paid by the City.
- B. Employees may take a medical/mental examination with a physician/psychologist of their choice at their expense.
- C. If an employee fails a medical examination as a result of an on the job injury, the employee will receive the protection provided in the Workers Compensation Act.

Section 16 COMPENSATION

- A. Effective the first full pay period after July 01, 2016, or following ratification and signature of the agreement, or resolution of impasse, whichever is later, all bargaining unit employees whose anniversary date has already passed will be placed on the proper step of the Pay Plan.

B. All other Bargaining unit employees shall move one step on the pay plan on their anniversary date.

C. ~~All Shift Differential pay shall cease and be included into the Pay Plan in the amount of twenty four cents (\$.24) per step.~~

Effective the first full pay period after ~~January 19, 2019,~~ April 1, 2019 or following ratification and signature of the agreement or resolution of impasse, whichever is later. All FOP bargaining unit employees will receive a fifty cent (\$0.50) increase to the employee's regularly hourly rate of pay. ~~After the completion of~~ For the first full pay period in ~~July~~ August of 2019 all FOP bargaining unit employees will also receive a fifty cent (\$0.50) increase the employee's regularly hourly rate of pay. The increases will be included in the pay plan. All FOP bargaining unit employees will continue to receive a 3% step increase on their anniversary date.

D. ~~Step one of the Pay Plan for Police Officer and Communication Specialists shall apply to all non-certified and certified employees.~~
Incentive Pay

i) All bargaining unit employees performing the following duties shall receive below incentive pay.

a) Speaking, understanding and able to translate fluently a second language locally used and separate from the English language.

Officer must be certified or receive a valid endorsement (city approved) to the fluency of their second language.

Fifty (\$50.00) dollars per month

b) Instructor and Field Training Officers

Officer must be a certified instructor for training purposes in the area they are performing the training.

Twenty-five (0.25) cents per hour while performing their extra duties.

~~E. The pay plan will be attached to the agreement as Appendix A (Police Officers) and Appendix B (Communication Specialists). Seniority for this pay is based on the anniversary date as outlined in Section 19 Seniority. As to the step increases for Appendix A and B, the City of Las Vegas will make a good faith effort to ensure the step increase will occur on the anniversary date and the first pay period after the anniversary on a yearly basis pursuant to the pay plan, unless there are fiscal or budgetary constraints. For any proposed deviation from the pay plan based on fiscal~~

~~or budgetary constraints, the City of Las Vegas will provide documented financial justification.~~

~~F. The Pay Plan will be extended to include 25 Steps.~~ **Remove from agreement**

Section 17 EDUCATIONAL PAY

- A. Effective July 14, 2007 all members of the bargaining unit will receive \$50.00 a month for an Associates degree, \$100.00 a month Bachelors degree and \$150.00 a month Masters degree. This degree will be validated through the Human Resource Department of the City of Las Vegas, which will be provided to them and must be an accredited college or university.

Section 18 VACATION AND VACATION ACCRUAL

- A. Vacation leave will accrue on annual basis as follows:

1 st through 5 th year of service.....	96 hours
6 th through 15 th year of service	120 hours
16 th year of service and over	144 hours

- B. Employees may accrue to a maximum of 240 hours of vacation. Employees will take a sufficient amount of vacation time prior to June 30 of each year to insure that he/she does not exceed the maximum of 240 hours. An Employee will not be compensated after that date if the decision not to take that time was that of the employee.

In the event that vacation time is not approved by the Chief of Police, due to the lack of staffing or for a public safety concern, vacation leave over the 240 hours will be compensated on an hour per hour basis. The employee shall submit a letter requesting a payout to the Chief of Police or his/her designee.

- C. Employees shall be required to utilize a minimum of 80 vacation hours before each fiscal year.

Section 19 SENIORITY

- A. Except for section which contains specific different definitions in this agreement, seniority is defined as follows:
- B. Higher ranks have seniority on junior ranks. The employee with the most continuous service; from the employees most recent date of hire within rank is senior within that given rank. For the purposes of breaking a tie in seniority, the first criteria to be applied shall be continuous service with the Department, with the employee with the most continuous time being senior. Should the continuous service with the Department be identical, then the tie will be broken by the use of the employee

numbers or lottery numbers, whichever is applicable. The employee with the lowest number is senior.

- C. The term continuous service shall be interpreted to mean total service from the date of last hire as a police officer and/or communication specialist of the Department.
- D. Anniversary Date shall be defined as:
 - 1. Most current date of hire or transfer from within the City of Las Vegas into the position of police officer or communication specialist; this does not include the transfer from and or to Investigations Division; or
 - 2. Upon the most current date of promotion within the Las Vegas Police Department.

Section 20 HOLIDAYS

- A. The City Council determines the holiday schedule annually and announces it during the month of February each year. Following are the holidays being observed by the City of Las Vegas:

New Year's Day (January 1st), Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, One half day on Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Personal Holiday (8 hours).

- B. It is understood by the parties that the Police Department is a continuous operation environment, and employees may be required to work on holidays. Each employee will be paid eight (8) hours of holiday pay for each observed holiday. Employees who, in combination of actual hours worked and holiday pay received, exceed 42 hours in a work week, will be compensated at time and one-half for the hours in excess of 42.
- C. Communication Specialists, ~~who in combination of actual hours work week, will be compensated at a time and one half rate for the hours in excess of 40.~~ who work in excess of forty (40) hours per week will be compensated at time and one half.

Section 21 SICK LEAVE

- A. Sick leave may be authorized when an employee is sick, injured, or has a scheduled appointment for medical, dental, or optical treatment.
- B. An employee must notify his/her supervisor prior to the beginning of the work shift. The respective Supervisor will notify their Commander On-Call. Employees who are absent for three (3) or more days must present a statement ~~form~~ from a physician to the Chief of Police. The Chief may request a medical statement for an absence if an employee has a pattern of sick leave abuse.

- C. Paid sick leave will be approved only if the employee has accumulated the requested number of hours to cover the absence.
- D. When sick leave benefits have been exhausted employees may use accrued annual leave, or may utilize leave without pay provided it is authorized in advance.
- E. Employees shall accumulate eight hours of sick leave per month.
- F. Subject to the approval of the Chief, employees may convert sick leave hours above 200 hours. The conversion will be two (2) hours of sick leave to one (1) hour of vacation. The conversion must be used immediately. The maximum number of sick leave hours that can be converted each year is eighty (80) hours.
- G. The City of Las Vegas and the Union will address and discuss in good faith the development of a sick leave bank program in the best interest of the City and their employees. The parties shall make every effort to have the program completed within six months of ratification of this agreement.

Section 22 HOURS OF WORK AND OVERTIME

- A. The normal work week will be forty (40) hours. A normal work week will consist of either five eight (8) hour days or four ten (10) hour days.

At the discretion of Chief of Police a twelve (12) hour shift may be implemented with ~~a two~~ (2) forty two (42) hour work weeks which totals ~~s and~~ eighty four (84) hour pay period.

- B. Employees shall be entitled to overtime pay at a rate of one and one-half time their hourly rate in accordance with the 207K provision of the Fair Labor Standards Act. Employees will be paid overtime after forty two (42) hours in one week.
 - 1. The work - week will begin at 0001 each Saturday or regular starting hour nearest to that time.
 - 2. Paid leave will not be considered as time worked for the purpose of computing overtime.
 - 3. Under normal circumstances, employee will be assigned consecutive days off in a work - week.
- C. Rest Periods:
 - 1. Under normal circumstances, employees will be permitted a fifteen (15) minute rest period during each one-half of the shift.
 - 2. Employees who work a straight eight hour shift will be provided with a non paid lunch period.
- D. Compensatory Time: Compensatory (comp) time is leave time. Comp time may be provided in lieu of overtime compensation. Comp time will be computed at a rate of time and one-half times the normal hourly rate. The maximum accrual will be 120

hours computed at 1-1/2 time, in a twelve month period. All compensatory time accrued will be taken by June 30th of each fiscal year and will not be compensated after that date if the decision not to take that time was that of the employee. In the event that the compensation time is not approved by the Chief of Police due to the lack of staffing or for a public safety concern, the compensatory time will be paid on an hour per hour basis.

Section 23 EXTRA DUTY ASSIGNMENTS

- A. Police Officers may be assigned extra duty assignments, when assigned by the Chief of Police or his designee, and these assignments will be paid at time and one-half for hours worked in excess of forty two (42) hours.

Section 24 OUTSIDE EMPLOYMENT

- A. Employees shall consider the City of Las Vegas their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to the approval of Chief of Police and City Manager. The factors considered in reviewing the requests for outside employment are the employee's performance, attendance, and number of hours to be worked in outside employment and whether a conflict of interest exists. All outside/off duty employment will be handled in accordance with current Chapter 66. Personnel Rules of the City Code and the Las Vegas Police Department Rules and regulations.
- B. If an outside employer (other than the City of Las Vegas), contracts the City of Las Vegas or the Police Department, to employ staff for security, the chief of Police and City Manager will negotiate the services requested by the outside employer based on availability of staff, a contract service agreement stipulating the amount to be paid to the City of Las Vegas will be negotiated at no less than 1 ½ times the hourly rate regardless of regular work hours, for each employee hired.

Section 25 RETIREMENT

Commissioned bargaining unit employees will be covered under the New Mexico Public Employee Retirement Act Police Plan 5. The employees will contribute 15.8% while the City will contribute 20.5%. Dispatchers will be covered under municipal plan 3, with dispatchers contributing 12.65% while the city contributes 11.5%.

Section 26 OFFICER'S LIABILITY PROTECTION

- A. Pursuant to Section 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico tort Claims Act, the City shall provide protection to officers from liability arising out of acts committed during the performance of their duties, provided the duties were in the conduct of their office and within the scope of their duties.

- B. Adequate legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 27 GROUP INSURANCE

- A. The City has a group insurance plan for permanent full-time employees in the bargaining unit. Participation in the plan is optional. ~~Employees will pay thirty (30) percent of the premium and the City will pay Seventy (70) percent of the premium.~~ Employees will pay twenty-five (25) percent of the premium and the City will pay seventy-five (75) percent of the premium. Dependents may be covered as specified under the plan strictly on a voluntary basis. Specific details of the plan and the cost to employees are available in the Human Resources Department.

Section 28 WORKER'S COMPENSATION

- A. All employees are covered under the provision of the New Mexico Worker's Compensation Act (the Act). Basically, the Act offers certain benefits to employees who have on the job injuries. The benefits, subject to conditions and maximums established by the Act, and includes coverage such as:
1. Medical care coverage for job-related injuries;
 2. Pay beginning after the 7th day after the injury.

An employee who is injured on the job or suffers from occupational diseases as defined in the New Mexico Worker's Compensation Statue shall be entitled to receive worker's compensation benefits prescribed by law.

- B. All accidents, even though they may seem minor at the time should be reported immediately, to the supervisor on duty. Delays in reporting accidents could result in the loss of benefits.
- C. Worker's compensation benefits will only be paid for injuries that occur while an employee is actually working.
- D. The medical conditions of employees on injury leave shall be reviewed according to the requirements of the Worker's compensation Act. Employees may be provided with a light duty program.

Section 29 JURY DUTY AND WITNESS PAY

- A. An employee who is scheduled to work and is called to jury duty or called as a witness will be given the necessary time. The fees received for jury duty (other than meal and travel allowance) and witness duty will be returned to the City. Time will be given provided that employee is required to appear as a witness on behalf of the City or on behalf of his/her official capacity with the City.

Section 30

ON CALL AND CALL BACKS

- A. On Call Status: A police officer will not be required to remain at home while on standby, so long as he/she can assure his/her availability for duty within a reasonable period of time. Officers with on- call status shall not consume alcohol or take medications that would alter the fitness for duty. When on call status the employee is not eligible for call back time.

Police Officers

- B. (1.) Call Back Time: A police officer that is called back to work (to the field or station) will be compensated for the actual hours worked and compensated a minimum of two (2) hours (Straight time) for being called out. Call back does not include telephone calls. If the call back results in hours worked beyond forty- two (42) hours on one week then the employee will be paid at a rate of one and one-half (1 ½) times the employees hourly rate. Officers with on call status shall not be eligible for call back time. Call back time is only for non-scheduled events.

B (2.) Communication Specialists

Call Back Time: A communication specialist that is not on call and is called back to work (to the field or station) will be compensated for the actual hours worked and compensated a minimum of two (2) hours (Straight time) for being called out. Call back does not include telephone calls If the call back results in hours worked beyond forty (40) hours on one week then the employee will be paid at a rate of one and one-half (1 ½) times the employees hourly rate. Dispatchers with on call status shall not be eligible for call back time. Call back time is only for non-scheduled events.

- C. The determination regarding the need for and the use of on-call and/or call back will be made by the Chief of Police or his designee. If placed on call, the employee shall receive four (4) hours (straight time, not considered hours worked for purposes of computing overtime) compensation for every seven-day period on-call.

Section 31

DEFERRED COMPENSATION PROGRAM

- A. The City offers a deferred compensation program. Information on this program is available at the Human Resources Department.

Section 32

CHECK OFF AUTHORIZATION

- A. The City agrees to collect the dues for the Association during this contract period provided that a written authorization from the bargaining unit employee is provided to the City. The dues shall be limited to membership dues and shall not include penalties or fines.

- B. An employee may cease deduction at any time providing the City with written notice. The deduction shall cease no later than the second pay period following the City's receipt of the request to cease deductions.
- C. The association will indemnify, pay for the defense of, and hold the City harmless from any suit or claim filed against the City in relation to its deduction of dues for this association.

Section 33 LAY OFF AND RECALL

- A. In the event that lay off is necessary, the City shall provide the Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in work force, officers will be laid off in reverse order of seniority.
- C. Officers laid off due to a reduction in force will be called back to work in their seniority order.
- D. The term "seniority" for the purposes of this section shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank. As officers are called back, the officers assigned to lower ranks will be returned to the former rank, in order of seniority as the position becomes available.
- E. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right. The employee may remain in lay off status for a total of six (6) calendar months. If the employee is not recalled within six (6) months or if the employee rejects a position offered to the employee, the City shall have no further obligation to the laid off employee and the employee will be terminated.

Section 34 OFFICE OF PROFESSIONAL STANDARDS

- A. The Office of Professional Standards Officer/s is a staff investigative body, responsible to the Chief, for the purpose of conducting administrative investigations with four (4) major purposes;
 - 1. Assist in maintaining Department integrity.
 - 2. Identify ~~members of~~ employees guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further police service, be removed through proper administrative action.
 - 3. Protect innocent ~~members,~~ employees and citizens of the community.

4. Enable the city attorney to render professional, legal advice to the Chief or his representative.
- B. The section establishes the guideline for conduct of Office of Professional Standards Officer interviews. The existence of an Office of Professional Standards Officer/s does not lessen a commanding officer's authority or responsibility. In an effort to ensure that interviews are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:
1. When an employee is under investigation by the employer for alleged actions that could result in administrative action, the employee shall be afforded all rights provided by the New Mexico Peace Officer's Employer-Employee Relations Act as amended and other employment laws and other applicable employment laws.
 2. If the **officer employee** is under arrest or is likely to be, he/she shall be afforded all rights pursuant to Miranda.
 3. The department shall notify the employee under investigation of the date and time of the interview at least 24 hours in advance of the interview being conducted, unless the investigation requires otherwise.
 4. If the investigation is due to a citizen's complaint that citizen will be asked to sign a statement clearly stating the allegation. The **officer employee** shall be informed of the nature of the investigation, and the names of the known complainants, unless the Chief Administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation.
 5. In the event it is determined that the complainant falsified the complaint, the Department shall take whatever action it deems appropriate and the **officer employee** may pursue legal remedies against the complainant, and will advise the Chief of Police in writing that he/she is pursuing legal remedies against the complainant.
 6. At the beginning of an internal affairs interrogation any officer under investigation will be given the Garrity warning. Any officer who refuses to answer questions or withholds evidence or information pertaining to an investigation may be subject to discipline by the Chief.
 7. The complete interview of the officer shall be recorded mechanically or by digitally. There will be no off the record conversations pertaining to the investigation. All recesses will be noted in the record.

8. Disciplinary actions and determinations shall only be made by the Chief of Police or his designee, after appropriate recommendations by the chain of command.
 9. Investigation of an officer will be conducted as soon as possible. The officer being investigated may contact the person conducting the investigation to determine the status of the internal investigation.
 10. Upon completion of the investigation, the Chief or his designee shall review the facts and shall make a finding. The Chief or his designee, in writing, shall notify the officer being investigated as to the disposition of the investigation within ten (10) days of its completion. The Chief shall classify the results of the investigation in one of the following categories:
 - a. Sustained- the allegation is supported by sufficient evidence;
 - b. Non-sustained- the evidence is insufficient to prove or disprove an allegation or the action taken by the officer was justified, and lawful;
 - c. Unfounded- there is no evidence to support the allegation.
- C. All files and reports of investigations of Office of Professional Standards on officers are confidential. They are intended for the exclusive use of the Chief or whomever he deems necessary. An individual officer shall have the right to review his/her interview, along with a personal representative if requested in writing. The officer shall be provided the results of the investigation.
- D. If the officer files a grievance, he/she will be provided with the documents being used against him in the hearing. Additionally, the employee will provide the Department with the documents being used in his defense.

Section 35 DISCIPLINARY ACTION

- A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employees so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided with a disciplinary decision.

Basis for Employee Discipline:

Disciplinary actions for employees are based on cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex physical or disability. No employee of the Department will be required to obey an order which is contrary to the laws of the United States, State of New Mexico, or ordinance of the city of Las Vegas however, such refusal to obey is the responsibility of the employee and he/she will be required to justify his/her action.

B. Progressive Discipline:

A progressive discipline process shall be utilized, if appropriate. The level of discipline depends on the seriousness of the infraction, and the employee's previous work/discipline record. Because of the serious nature of some infractions, the first disciplinary action may be dismissal, or any other disciplinary action to include written reprimand, suspension, or demotion.

1. **Verbal Reprimand.** A verbal reprimand may be used for minor infractions and in the situation where this is the first such offense. A verbal reprimand may be documented by a "memo to file" [and may be removed after twelve (12) months, at the Employee's written request, if there are no similar reprimands with this time period.]
2. **Written Reprimand.** A written reprimand may be used due to poor or inadequate job performance, misconduct, or infraction which is of a greater degree than that for which a verbal reprimand may be used, or for which a verbal reprimand was already given. The Written reprimand shall be placed in the employee's personnel file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has seen the statement. The employee may file a written response to be placed in the employee's personnel file, and if the employee disagrees with the discipline, a written reprimand can be grieved to the City Manager in accordance with the grievance/appeal procedures as outlined in Section 36 of this policy. As it pertains to written reprimands, the City Manager will issue the final decision.
3. **Suspension.** A suspension may be used due to poor or inadequate job performance, misconduct, or infraction that is of a greater degree than that for which a written reprimand may be used, or for which a written reprimand was already given. Such suspension will not exceed thirty (30) working days.
4. **Demotion and Dismissal.** Demotion and/or dismissals may be given for continued inadequate action or dismissal as determined appropriate based on the circumstances of each case.

C. Pre-determination hearings:

An employee who is being considered for dismissal, demotion or suspension will be provided with pre-determination hearing before the Chief of Police or his designee. The employee will be given the opportunity to present his side of the issue. An employee may waive the pre-determination hearing and accept the proposed discipline. The Chief will issue his/her final decision in writing to the employee following the pre-determination hearing. An employee being considered for a written

reprimand will be provided an opportunity to present his/her side of the issue to the supervisor giving the discipline.

1. The employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing.
2. An employee may be placed on paid administrative leave pending the outcome of the pre-determination hearings.
3. Hearing Procedure. The hearing is informal in nature. The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

Section 36 GRIEVANCE AND APPEAL PROCEDURES

Employees may utilize one of the following procedures in a dispute.

A. PROCEDURES:

1. Under this procedure a grievance is defined as a dispute regarding discipline, which results in any written reprimand, suspension, demotion or dismissal, or an alleged contractual violation, misapplication, or misinterpretation of any provisions of this agreement, policy, rule, or regulation. Evaluations, **written reprimands** and involuntary transfers that are not disciplinary actions or issues where the city is without authority to act are not grievable.
2. "Time limits" shall mean within seven (7) working days for a dispute regarding discipline, which results in involuntary transfer, suspension, demotion and dismissal.

"Time limits" shall mean within fourteen (14) working days for an alleged contractual violation, misapplication, or misinterpretation of any provisions of this agreement, policy, rule, or regulation.
3. The affected employee may file a written grievance within the above time limits. The time limits begin on the date the employee was disciplined. Failure of the employee to timely appeal will result in his grievance being null and void. If the City fails to respond within the time limits the employee may appeal to the next level as if the city had timely responded. The time limits may be extended by mutual written agreement of the parties.
4. An employee grieving a disciplinary action involving an involuntary transfer, suspension, demotion or dismissal may do so by skipping step 1 and filing a written grievance with the City Manager at step 2, within seven (7) days of the date of the decision of the Chief of Police imposing the disciplinary action.

5. Informal Grievance Procedure: informal resolution of issues is encouraged before parties resort to the formal grievance procedure. Informal resolution may occur through meetings with the supervisor, Chief of Police, or designee. Informal resolution does not stay the limits for filing a grievance.
6. Formal Grievance Procedure: all grievance filings shall include the following information in writing:
 - a. Name of employee filing grievance;
 - b. Representative if any;
 - c. Department;
 - d. Job title;
 - e. The section of the agreement, policy, rule, or regulation violated or the disciplinary action imposed;
 - f. The person alleged to have committed the violation;
 - g. The date of the alleged violation; and
 - h. The specific remedy sought (a request 'to be made whole' is insufficient).
7. Grievance Steps:
 - a. Step 1. The affected employee shall discuss the problem with the Chief of police or his designee. It is anticipated that most problems will be resolved at this level. Time limits for step 2 begin following the meeting with the Chief of Police or Designee.
 - b. Step 2. If the problem is not resolved, the employee may file a written complaint with the City Manager or designee within the time limits. The City Manager or designee shall attempt to resolve the problem. The City Manager or designee shall meet with the affected employee and shall issue a final decision. Time limits for filing for arbitration will begin following the date of the City Manager or designee's decision. **(Note: as it pertains to written reprimands the City Manager's decision will be final. Grievances of written reprimands will not to Arbitration).**
8. Arbitration. If an employee is not satisfied with the decision of the City Manager he/she may file a written request for arbitration. The dissatisfied party wishing to proceed to arbitration shall request in writing within seven (7) calendar days that the issue be submitted to binding arbitration and shall contact the Federal Mediation Conciliation Service (FMCS) with a copy to the City. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the FMCS. The FMCS will be contacted and a list of seven (7) names of arbitrators from the region including New Mexico will be requested. Within fourteen (14) days of receiving the listing, the parties shall meet to select the arbitrator. An arbitrator shall be chosen through the process of striking arbitrators until one (1) remains. The remaining name shall be the arbitrator. The order for striking shall be determined by the parties by the flip of a coin. The arbitrator shall have no power to alter, amend, add to, or subtract from the terms

of the agreement. The arbitrator's fees and cost shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs. The decision of the arbitrator shall constitute an award pursuant to the provisions of the Uniform Arbitration Act.

9. Appeal to the District Court: the parties are entitled to appeal the decision of the arbitrator to the Fourth Judicial District Court according to the laws of the State of New Mexico as an award pursuant to the provisions of the Uniform Arbitration Act.

Section 37

TAKE-HOME CAR PLAN FOR POLICE OFFICERS, SERGEANTS AND LIEUTENANTS

I. Officer Assigned Vehicle program

- A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for cause is reserved to the Chief of Police.
- B. An officer may be denied participation in the program regardless of his/her assignment, if in the judgment of the Chief of Police the officer's duties and responsibilities will not justify the assignment of a vehicle or if sufficient vehicles are not available. Participation may also be denied or revoked and or restricted based on preventable accidents due to negligence, failure to properly maintain his/her assigned police unit, or for reasons deemed sufficient by the Chief of Police. Participation in the take-home car privileges are available to officers residing within twenty-five (25) miles of the City of Las Vegas limits will be grandfathered as of July 2015.
- C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.
- D. This program will be reviewed monthly and may be modified at the discretion of the Chief of Police. Should the Chief of Police determine the police department vehicle program is not functional in practice he/she may terminate this agreement following sixty (60) days prior notice to the Las Vegas Police Officer's Association. During the sixty (60) days, the Las Vegas Police Officer's Association may meet with the City to attempt to solve any identified problems. If no solution is reached said notice shall be final.
- E. Take-home car privileges may be revoked and or restricted at any time by the Chief of Police. Any for cause suspension/revocation of vehicle

privileges shall not be grievable; however the revocation/suspension will be given to the employee in writing.

II. General Regulations

- A. Only sworn Las Vegas Police officers or personnel will be permitted to drive the police car. Officers will not presume any special privileges with a Las Vegas vehicle while off duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking.
- B. Unattended vehicles of off-duty officers must be locked at all times.
- C. Officers shall not operate a city owned vehicle under the influence of any alcoholic beverages and/or medication that could impair operation.
- D. Officers participating in the officer assigned vehicle program will not be authorized to transport any passenger except for approved Ride-Along. An officer may refuse a ride-along, other than those directed by the Chief of Police or designee. All ride-along shall follow department policy.
- E. The Las Vegas Police department will not utilize vehicles carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.
- F. During leave of five (5) days or more the Las Vegas Police vehicle will be turned in. ~~†~~The officer will be reassigned the vehicle upon his/her return to the city, or return to normal duty. The vehicle may, at the Commanders discretion, be parked at a substation instead of the police garage at a location deemed suitable.
- G. The Chief of Police, at his/her discretion may set the maximum amount of miles that a vehicle can be driven per shift.

III. Vehicle Operation Regulations:

- A. All officers assigned a Las Vegas Police Department vehicle will exercise good judgment in utilizing it, and will not drive or use the vehicles so as to create unfavorable comment or reflect discredit on the Department.
- B. Off duty officer: shall not operate a Las Vegas Police department vehicle while off-duty except when driving the vehicle to obtain

repairs, routine maintenance, or to wash/clean the vehicle. Officers shall be appropriately attired and have in his/her possession badge, ID and sidearm to effectively perform a police function while, at the same time presenting a favorable image. Officers will wear trousers (slacks or jeans) and a shirt while operating the vehicle; cut-off shorts, t-shirts and tank tops will be considered inappropriate attire. An officer shall notify dispatch upon departure from work to his/her residence and upon departure from his/her residence at work. An officer may be required to respond to a call while enroute to or from work.

- C. The safety of passengers rests solely with the officers operating the Las Vegas Police Department vehicle.
- D. Should an officer be required in extenuating circumstances to respond to a felony call while off-duty, the officer is required to handle the call in order to best preserve and handle evidence, and maintain continuity or be the best possible witness, in such cases the officer shall be compensated consistent with Department regulations and this agreement.
- E. Should an officer encounter a citizen committing flagrant or dangerous traffic violations on the way to his/her primary residence following a schedule shift, the officer shall call dispatch and be the best possible witness.

IV. Maintenance Regulations

- A. In consideration of the take-home car benefit the officer assigned to a Las Vegas Police Department Vehicle shall be fully responsible for seeing that general maintenance, repairs, cleaning and proper care of the vehicle is performed while the officer is off-duty and non-pay status, unless the employees work hours all occur during the time the garage is open. The city shall perform and pay for the maintenance and repairs. Alterations, including, but not limited to, radios, stickers and additions, shall not be made to the vehicle without the prior written approval of the Chief.
- B. Officers will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.
- C. Officers will wash the vehicles at their own expense and wax it at least once every six months.
- D. A work order must be submitted for other than regular maintenance or service work.

- E. All vehicles will be inspected as needed by the immediate supervisor of the vehicle operator. The inspection will include:
 - 1. Cleanliness-interior and exterior.
 - 2. Maintenance-performed at the proper intervals.
 - 3. Equipment- in good working order.
- F. Officers shall at all times drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.
- G. Negligence, on the part of the officer, in the car and the operation of the vehicle or failure to follow these procedures, may result in the vehicle being taken away from the officer.

Section 38

FILLING OF VACANCIES

A. Interim Appointment:

- 1. Interim appointments of regular status classifications shall be appointments for a period of up to six (6) months or less. Interim appointments may be extended for a period of up to six (6) additional months.

Should the Police Department decide to make an interim appointment, it will appoint a qualified employee to a position for a specific period of time. Upon completion of interim appointment, the employee shall return to his/her former position and pay.

Interim appointments assigned to a higher classification will receive a salary adjustment in accordance with the City's approved Pay and Classification Plan.

B. In-house Vacancies:

- 1. Should the Police Department decide to fill an in-house vacancy, notice of the vacancy shall be posted in house for five (5) calendar days, if there are no qualified in house applicants then it will be posted for an additional five (5) calendar days.

Any employee who desires to be considered for a vacancy shall present a Letter of Interest to the Chief of Police and the Human Resource Manager. Employees must qualify for the position in order to be considered, and shall not have had any disciplinary action within one (1) year. (Not to include verbal or written reprimands).

C. Promotions/Transfers:

1. Field Services:

- a. To be considered for a Sergeant position, an Officer must have a minimum of four (4) consecutive years from the employee's most current anniversary date; of experience as a Police Officer within the Las Vegas Police Department.
- b. To be considered for a Lieutenant position, a Sergeant must have two (2) consecutive years from the employee's most current anniversary date; as a Sergeant with the Las Vegas Police Department.

2. Investigations/Narcotics:

- a. To be considered for a Criminal Investigator or Narcotic Agent, an Officer must have a minimum of two (2) consecutive years from the employee's current anniversary date; as a Police Officer with the Las Vegas Police Department.
- b. To be considered for the Sergeant position in Criminal Investigations Section and/or Narcotics Section, an Officer, Criminal Investigator, or Narcotic Agent must have a minimal of four (4) consecutive years from the employee's current anniversary date; as a Police Officer with the Las Vegas Police Department.
- c. To be considered for the Lieutenant position of Criminal Investigation Section, a Sergeant must have two (2) years experience from the employees most current anniversary date, at the Investigations Section and/or Narcotics Section, with the Las Vegas Police Department, and must have obtained his/her New Mexico Law enforcement Academy's Advance Certification I and II.

3. Employees who bid on vacant Investigator/Agent, Sergeant or Lieutenant Positions will be required to compete for vacant positions. Promotions will be based on the following criteria:

- a. Written examination.....50%
- b. Oral examination.....50%

The Oral exam will be conducted by two (2) outside Law Enforcement Personnel, (1) Human Resource Personnel and two (2) inter-departmental Law enforcement Personnel of equal or higher rank.

4. Candidates will be placed on a promotional/transfer list based on their total scores. A 70% grade on the total of "A", "B", and "C" (above) is required as the passing grade. After the completion of five (5) consecutive years with the Las Vegas Police Department each candidate will receive an additional point. After ten (10) years each candidate will receive two (2) points. After fifteen (15) years each candidate will receive three (3) points. In the event of a tie, candidates will be placed in order of seniority within the Department.
5. When a vacancy exists, the top three candidates on the promotional list will be considered for promotion at the discretion of the Police Chief.
6. The promotional lists will remain in effect for six (6) months.

Section 39

STAFFING

- A. It is recognized that it is the right of the Employer to set and determine the number of employees to be employed in each job classification. The Association supports attempts to insure that sufficient personnel and resources are available to accomplish the delivery of timely and safe service to the Citizens of Las Vegas. To insure that this be accomplished the Employer will, whenever possible; maintain a list of qualified persons which can be recommended for hire immediately upon notice of a separation from employment.
- B. The Police Department shall advertise for the position of "Police Officer" as the need arises in order to maintain a current list of qualified applicants through a process determined necessary by the Police Department.

Section 40

LABOR MANAGEMENT COMMITTEE

- A. If during the term of this agreement the parties agree there is a need for a Labor Management Committee such a committee shall be formed as follows:
 1. The committee shall meet at least once per quarter at mutually agreed upon times and places.
 2. The Association and the Employer shall each appoint two members unless otherwise agreed.

3. The Committee shall be free to address any topic of mutual concerns to the parties.
 4. It is understood and agreed that the outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.
 5. This committee is not empowered to negotiate or change the collective bargaining agreement.
- B. The Chief of Police or his/her designee, and a President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement items may be referred to the Labor Management Relations Committee should such a committee be formed.

Section 41

**CITY OF LAS VEGAS AND POLICE DEPARTMENT
REGULATIONS**

- A. The Department may amend or expand current rules and regulations which directly affect or may affect bargaining unit employees provided provisions of this Agreement or any Memorandum of Understanding signed by the parties are not violated.
- B. The Association President shall be provided a written copy of any and all anticipated amendments to regulations. The Association will be provided an opportunity to respond in writing within seven (7) calendar days of receipt, unless the change is due to an emergency situation.
- C. The City and the Department will make available to each employee a current copy of amended rules and regulations, or policies and procedures for employee use. It is the employee's responsibility to become familiar with such documents.

Section 42

CONTRACT INCLUDES ENTIRE AGREEMENT

- A. The parties agree that they have had the opportunity to negotiate on all issues introduced for negotiations and it is understood and agreed by and between the parties, hereto, that this Agreement is the complete and only agreement between the parties and replaces any and all previous agreements. The City and the Association may upon mutual agreement and negotiation agree to a Memorandum of Understanding (MOU), which may change provisions of this contract.

- B. A master copy of the Agreement will be provided to each party and each party is responsible for making and distributing copies to their constituents.

Section 43 SAVINGS CLAUSE

- A. Should any part of this agreement or any provision contained herein be declared invalid by a District Court of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, either party may request, in writing within thirty (30) days of the notice of invalidation, the negotiation of a replacement for the provision held invalid.

Section 44 TERMS OF AGREEMENT

This Agreement is effective upon ratification and signature of this agreement or upon resolution of impasse, whichever is later, ~~and This agreement~~ shall remain in full force and effect through June 30, ~~2018~~ **2020**, unless otherwise specified under certain sections. ~~The parties may reopen negotiations on section 16. Compensation, and two (2) other articles identified by each party filing written request to open negotiations no later than January 15, 2017-2019.~~ Negotiations for a successor agreement will occur upon written request by a party filed no later January 15, ~~2018~~ **2020**.

IN WITNESS THEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2019.

LAS VEGAS POLICE OFFICER'S
ASSOCIATION:

CITY OF LAS VEGAS:

MICHAEL LOPEZ
PRESIDENT

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

ATTEST: _____
CASANDRA FRESQUEZ
CITY CLERK

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Las Vegas municipal corporation of the State of New Mexico, hereinafter sometimes referred to as the "City", and the Las Vegas Police Officer's Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Las Vegas Lodge #20 Fraternal Order of Police.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

NOW THEREFORE, IT IS HEREBY AGREED:

- A. The City of Las Vegas recognizes the Las Vegas Police Officer's Association as the exclusive collective bargaining representative for the regular, full time non-probationary sworn police officers, sergeants, lieutenants and communications specialists.
- B. The City of Las Vegas extends to the Las Vegas Police Officer's Association representing such unit of employees the following rights:
 - 1. To represent the employees in negotiations and in the settlement of grievances;
 - 2. To exclusive representation status during the term of this Agreement as provided in the Employee Relations Ordinance.
- C. The parties agree that they will not practice nor tolerate discrimination against employees covered by this Agreement because of race, color, religion, sex, ancestry, national origin, age, disability, marital status, union or non-union affiliation or political affiliation. Sexual harassment will not be tolerated by the parties.
- D. For the purposes of this Agreement, and any subsequent Memorandum of Understanding, the City of Las Vegas shall be referred to as the "City"; the Las Vegas Police Department shall be referred to as the "Department"; the Chief of Police shall be referred to as the "Chief"; the Las Vegas Police Officer's Association shall be referred to as the "Association"; and any references to officer shall be referred to as "Employee".

Section 1 ASSOCIATION RIGHTS

- A. The City will have an open door policy for Association Representative(s) where they may meet with the Chief of Police or his designee when possible. The Association and the City agree to attempt to resolve all grievances at the lowest level.
- B. The Association President or designee with the approval of the Chief of Police or his designee, may be granted annual leave, for the purposes of attending meetings related to Union business.

Section 2 LOST, DAMAGED, OR STOLEN PROPERTIES

- A. Officers who have lost, damaged or have had city property stolen in the line of duty, will not be required to reimburse the City so long as the employee can prove that negligence was not a factor to the satisfaction of their chain of command and the Chief.
- B. The City will replace an employee's uniform, insignias, patches, and equipment damaged in the line of duty as a result of a direct delivery of service. These items will be replaced if the Chief of Police or his designee determines that the above item is necessary for the employee to carry out his/her duties. This language is not intended to be used to replace worn out uniforms or equipment.

Section 3 UNIFORMS

- A. It is understood by the parties of this agreement that uniform regulations of the Department are established by the Chief and that the primary purpose of this section is for uniform replacement, cleaning, equipment purchases, equipment repair and maintenance.
- B. This allowance shall be disbursed bi-annually in equal of \$425.00 to each non-probationary commissioned police officer, sergeant, lieutenant, and to each dispatcher.

Section 4 FIREARMS

- A. Employees who carry a firearm shall be required to remain certified as required by the New Mexico Law Enforcement Academy. The City shall furnish ammunition for the department issued handguns, shotguns and rifles for employees, for the required certifications and training, two (2) times per year. Employees may carry a different caliber handgun, if approved by the Chief of Police. The City will furnish ammunition necessary while on duty, for the department issued handgun, police shotguns, AR-15 rifles, and any other approved handgun as determined by the Chief of Police.

Section 5 LEAVE TO VOTE

- A. Leave to vote will be granted to bargaining unit employees in accordance with law. Employees may be required to show proof of voter registration.

Section 6 TRAINING AND EDUCATION

- A. The city encourages employees to develop and expand their promotional potential. Employees may request leave to attend classes during work hours from the Chief of Police. However, time away from work will be made up during the same work- day. Approval to attend courses during working hours will depend on work schedules, work need, etc. Normally, tuition expenses for college credit courses will not be reimbursable by the City.
- B. The City may also offer training sessions in specialized areas. The City will make an effort to inform employees of the available training through the posting of notices.

Section 7 FAMILY AND MEDICAL LEAVE

- A. Employees eligible under the Family Medical Leave Act will be granted leave from their duties in accordance with the provisions of the Family Medical Leave Act (FMLA). Any requests for leave must be in writing with at least thirty (30) days notice, if possible, and must specifically state that the request is for family medical purposes. If required by the supervisor, all supporting documentation, including physician's statements must be attached. Employees granted leave under the Family Medical Leave Act shall be granted Re-employment rights to their position for a period of up to twelve (12) weeks. The provisions of this section are not subject to the formal grievance procedure.
- B. In the event any emergency situation occurs, the employee should notify the immediate supervisor or department director or designee as soon as possible. Emergency shall mean a situation beyond the control of the employee, which prohibits the submission of the request within the five (5) working days time period.

Section 8 MILITARY LEAVE

- A. Employees ordered to active duty in the United States Armed Forces will be entitled to re-employment rights covered under the Veterans Re-employment Act. The Employee will be entitled to re-employment provided that a request for reinstatement occurs within ninety (90) days of discharge from military service. A returning employee shall be restored to the position that he/she left, if available, or a comparable position.

Section 9 ANNUAL MILITARY TRAINING

- A. An Employee who is a member of the organized reserved units of the Armed Forces may be granted leave if the employee is ordered to annual active duty. Such leave shall not exceed fifteen (15) days within the fiscal year.
- B. Employees ordered to active duty training must present their orders to Supervisors no later than three (3) work days after the orders were received.
- C. Employees shall be compensated at the base rate of pay for all days usually worked up to fifteen (15) working days if the employee is on annual active duty training.
- D. Employees participating in additional training may be eligible for leave without pay or annual leave if the leave is approved by the supervisor
- E. Employees requesting any type of military leave must identify to their supervisor whether the leave is mandatory or optional.

Section 10 LEAVE OF ABSENCE WITHOUT PAY

- A. An employee in the bargaining unit may request leave of absence without pay per current Chapter 66. Personnel Rules of the City Code.

Section 11 SEXUAL HARASSMENT

- A. Sexual Harassment of any form is prohibited within the City of Las Vegas and shall be reported immediately to the Human Resources Director for guidance.
- B. The Human Resources Director will provide guidance and/or initiate a prompt, discreet investigation upon being informed of the sexual harassment incident(s).
- C. Based on the information provided by the complainant, the Human Resources Director will then determine if any investigation is appropriate and when an investigation is appropriate. The Human Resources Director or his/her designee will first inform the accused person's Supervisor and the Supervisor will then proceed with such disciplinary action pursuant to the City's Personnel Rules and Regulations and pursuant to Administrative Regulations.

Section 12 EMPLOYEE SAFETY AND HEALTH

- A. The parties believe that the safety and health of the employees are of prime considerations in every phase of its activities. The parties are concerned for the human value of life, health and physical well-being, and they are convinced that good safety and health practices are essential to efficient services to the public.

- B. The parties and the employees will work towards providing and maintaining safe and healthy working conditions. The parties will instill in the employees an awareness of the need to promote safe and healthy working habits, report and eliminate safety hazards in the work place, and comply with applicable health and safety laws.

Section 13 CITY SAFETY COMMITTEE

- A. The purpose of the Safety Committee is to review safety and health policies and recommend modifications as necessary to the City Manager. The committee shall meet bi-annually or as required by management.
- B. In accordance with the City's Safety and Health Policy the Safety Committee shall include two bargaining union members acting on behalf of the City of Las Vegas as appointed safety committee representatives.
- C. The LVPOA President shall make his/her appointments of the two bargaining members for the safety committee.
- D. The two appointed union members may attend safety meetings on paid status.

Section 14 PAYROLL DEDUCTIONS

- A. The City will make such payroll deductions for the City sponsored Credit Union or any Established and City sponsored banking institutions.

Section 15 EXAMINATIONS

- A. Employees may be required to take and pass a medical examination at any time to determine their mental or physical capabilities to perform their assignments in a satisfactory manner. If required to take a medical, and/or mental examination, the City will determine the physician/psychologist and the cost will also be paid by the City.
- B. Employees may take a medical/mental examination with a physician/psychologist of their choice at their expense.
- C. If an employee fails a medical examination as a result of an on the job injury, the employee will receive the protection provided in the Workers Compensation Act.

Section 16 COMPENSATION

- A. Effective the first full pay period after July 01, 2016, or following ratification and signature of the agreement, or resolution of impasse, whichever is later, all bargaining unit employees whose anniversary date has already passed will be placed on the proper step of the Pay Plan.

B. All other Bargaining unit employees shall move one step on the pay plan on their anniversary date.

C. Effective the first full pay period after April 1, 2019 or following ratification and signature of the agreement or resolution of impasse, whichever is later. All FOP bargaining unit employees will receive a fifty cent (\$0.50) increase to the employee's regularly hourly rate of pay. For the first full pay period in August of 2019 all FOP bargaining unit employees will also receive a fifty cent (\$0.50) increase the employee's regularly hourly rate of pay. The increases will be included in the pay plan. All FOP bargaining unit employees will continue to receive a 3% step increase on their anniversary date.

D. Incentive Pay

i) All bargaining unit employees performing the following duties shall receive below incentive pay.

a) Speaking, understanding and able to translate fluently a second language locally used and separate from the English language.

Officer must be certified or receive a valid endorsement (city approved) to the fluency of their second language.

Fifty (\$50.00) dollars per month

b) Instructor and Field Training Officers

Officer must be a certified instructor for training purposes in the area they are performing the training.

Twenty-five (0.25) cents per hour while performing their extra duties.

Section 17

EDUCATIONAL PAY

A. Effective July 14, 2007 all members of the bargaining unit will receive \$50.00 a month for an Associates degree, \$100.00 a month Bachelors degree and \$150.00 a month Masters degree. This degree will be validated through the Human Resource Department of the City of Las Vegas, which will be provided to them and must be an accredited college or university.

Section 18 VACATION AND VACATION ACCRUAL

A. Vacation leave will accrue on annual basis as follows:

1 st through 5 th year of service.....	96 hours
6 th through 15 th year of service	120 hours
16 th year of service and over	144 hours

B. Employees may accrue to a maximum of 240 hours of vacation. Employees will take a sufficient amount of vacation time prior to June 30 of each year to insure that he/she does not exceed the maximum of 240 hours. An Employee will not be compensated after that date if the decision not to take that time was that of the employee.

In the event that vacation time is not approved by the Chief of Police, due to the lack of staffing or for a public safety concern, vacation leave over the 240 hours will be compensated on an hour per hour basis. The employee shall submit a letter requesting a payout to the Chief of Police or his/her designee.

C. Employees shall be required to utilize a minimum of 80 vacation hours before each fiscal year.

Section 19 SENIORITY

A. Except for section which contains specific different definitions in this agreement, seniority is defined as follows:

B. Higher ranks have seniority on junior ranks. The employee with the most continuous service; from the employees most recent date of hire within rank is senior within that given rank. For the purposes of breaking a tie in seniority, the first criteria to be applied shall be continuous service with the Department, with the employee with the most continuous time being senior. Should the continuous service with the Department be identical, then the tie will be broken by the use of the employee numbers or lottery numbers, whichever is applicable. The employee with the lowest number is senior.

C. The term continuous service shall be interpreted to mean total service from the date of last hire as a police officer and/or communication specialist of the Department.

D. Anniversary Date shall be defined as:

1. Most current date of hire or transfer from within the City of Las Vegas into the position of police officer or communication specialist; this does not include the transfer from and or to Investigations Division; or
2. Upon the most current date of promotion within the Las Vegas Police Department.

Section 20

HOLIDAYS

- A. The City Council determines the holiday schedule annually and announces it during the month of February each year. Following are the holidays being observed by the City of Las Vegas:

New Year's Day (January 1st), Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, One half day on Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Personal Holiday (8 hours).

- B. It is understood by the parties that the Police Department is a continuous operation environment, and employees may be required to work on holidays. Each employee will be paid eight (8) hours of holiday pay for each observed holiday. Employees who, in combination of actual hours worked and holiday pay received, exceed 42 hours in a work week, will be compensated at time and one-half for the hours in excess of 42.
- C. Communication Specialists, who work in excess of forty (40) hours per week will be compensated at time and one half.

Section 21

SICK LEAVE

- A. Sick leave may be authorized when an employee is sick, injured, or has a scheduled appointment for medical, dental, or optical treatment.
- B. An employee must notify his/her supervisor prior to the beginning of the work shift. The respective Supervisor will notify their Commander On-Call. Employees who are absent for three (3) or more days must present a statement from a physician to the Chief of Police. The Chief may request a medical statement for an absence if an employee has a pattern of sick leave abuse.
- C. Paid sick leave will be approved only if the employee has accumulated the requested number of hours to cover the absence.
- D. When sick leave benefits have been exhausted employees may use accrued annual leave, or may utilize leave without pay provided it is authorized in advance.
- E. Employees shall accumulate eight hours of sick leave per month.
- F. Subject to the approval of the Chief, employees may convert sick leave hours above 200 hours. The conversion will be two (2) hours of sick leave to one (1) hour of vacation. The conversion must be used immediately. The maximum number of sick leave hours that can be converted each year is eighty (80) hours.
- G. The City of Las Vegas and the Union will address and discuss in good faith the development of a sick leave bank program in the best interest of the City and their

employees. The parties shall make every effort to have the program completed within six months of ratification of this agreement.

Section 22 HOURS OF WORK AND OVERTIME

- A. The normal work week will be forty (40) hours. A normal work week will consist of either five eight (8) hour days or four ten (10) hour days.

At the discretion of Chief of Police a twelve (12) hour shift may be implemented with two (2) forty two (42) hour work weeks which total an eighty four (84) hour pay period.

- B. Employees shall be entitled to overtime pay at a rate of one and one-half time their hourly rate in accordance with the 207K provision of the Fair Labor Standards Act. Employees will be paid overtime after forty two (42) hours in one week.

- 1. The work week will begin at 0001 each Saturday or regular starting hour nearest to that time.
- 2. Paid leave will not be considered as time worked for the purpose of computing overtime.
- 3. Under normal circumstances, employee will be assigned consecutive days off in a work week.

- C. Rest Periods:

- 1. Under normal circumstances, employees will be permitted a fifteen (15) minute rest period during each one-half of the shift.
- 2. Employees who work a straight eight hour shift will be provided with a non paid lunch period.

- D. Compensatory Time: Compensatory (comp) time is leave time. Comp time may be provided in lieu of overtime compensation. Comp time will be computed at a rate of time and one-half times the normal hourly rate. The maximum accrual will be 120 hours computed at 1-1/2 time, in a twelve month period. All compensatory time accrued will be taken by June 30th of each fiscal year and will not be compensated after that date if the decision not to take that time was that of the employee. In the event that the compensation time is not approved by the Chief of Police due to the lack of staffing or for a public safety concern, the compensatory time will be paid on an hour per hour basis.

Section 23 EXTRA DUTY ASSIGNMENTS

- A. Police Officers may be assigned extra duty assignments, when assigned by the Chief of Police or his designee, and these assignments will be paid at time and one-half for hours worked in excess of forty two (42) hours.

Section 24 OUTSIDE EMPLOYMENT

- A. Employees shall consider the City of Las Vegas their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to the approval of Chief of Police and City Manager. The factors considered in reviewing the requests for outside employment are the employee's performance, attendance, and number of hours to be worked in outside employment and whether a conflict of interest exists. All outside/off duty employment will be handled in accordance with current Chapter 66. Personnel Rules of the City Code and the Las Vegas Police Department Rules and regulations.

- B. If an outside employer (other than the City of Las Vegas), contracts the City of Las Vegas or the Police Department, to employ staff for security, the chief of Police and City Manager will negotiate the services requested by the outside employer based on availability of staff, a contract service agreement stipulating the amount to be paid to the City of Las Vegas will be negotiated at no less than 1 ½ times the hourly rate regardless of regular work hours, for each employee hired.

Section 25 RETIREMENT

Commissioned bargaining unit employees will be covered under the New Mexico Public Employee Retirement Act Police Plan 5. The employees will contribute 15.8% while the City will contribute 20.5%. Dispatchers will be covered under municipal plan 3, with dispatchers contributing 12.65% while the city contributes 11.5%.

Section 26 OFFICER'S LIABILITY PROTECTION

- A. Pursuant to Section 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico tort Claims Act, the City shall provide protection to officers from liability arising out of acts committed during the performance of their duties, provided the duties were in the conduct of their office and within the scope of their duties.

- B. Adequate legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 27 GROUP INSURANCE

- A. The City has a group insurance plan for permanent full-time employees in the bargaining unit. Participation in the plan is optional. Employees will pay twenty-five (25) percent of the premium and the City will pay seventy-five (75) percent of the premium. Dependents may be covered as specified under the plan strictly on a voluntary basis. Specific details of the plan and the cost to employees are available in the Human Resources Department.

Section 28

WORKER'S COMPENSATION

A. All employees are covered under the provision of the New Mexico Worker's Compensation Act (the Act). Basically, the Act offers certain benefits to employees who have on the job injuries. The benefits, subject to conditions and maximums established by the Act, and includes coverage such as:

1. Medical care coverage for job-related injuries;
2. Pay beginning after the 7th day after the injury.

An employee who is injured on the job or suffers from occupational diseases as defined in the New Mexico Worker's Compensation Statue shall be entitled to receive worker's compensation benefits prescribed by law.

- B. All accidents, even though they may seem minor at the time should be reported immediately, to the supervisor on duty. Delays in reporting accidents could result in the loss of benefits.
- C. Worker's compensation benefits will only be paid for injuries that occur while an employee is actually working.
- D. The medical conditions of employees on injury leave shall be reviewed according to the requirements of the Worker's compensation Act. Employees may be provided with a light duty program.

Section 29

JURY DUTY AND WITNESS PAY

A. An employee who is scheduled to work and is called to jury duty or called as a witness will be given the necessary time. The fees received for jury duty (other than meal and travel allowance) and witness duty will be returned to the City. Time will be given provided that employee is required to appear as a witness on behalf of the City or on behalf of his/her official capacity with the City.

Section 30

ON CALL AND CALL BACKS

A. On Call Status: A police officer will not be required to remain at home while on standby, so long as he/she can assure his/her availability for duty within a reasonable period of time. Officers with on- call status shall not consume alcohol or take medications that would alter the fitness for duty. When on call status the employee is not eligible for call back time.

Police Officers

B. (1.) Call Back Time: A police officer that is called back to work (to the field or station) will be compensated for the actual hours worked and compensated a minimum of two (2) hours (Straight time) for being called out. Call back does not

include telephone calls. If the call back results in hours worked beyond forty- two (42) hours on one week then the employee will be paid at a rate of one and one-half (1 ½) times the employees hourly rate. Officers with on call status shall not be eligible for call back time. Call back time is only for non-scheduled events.

B (2.) Communication Specialists

Call Back Time: A communication specialist that is not on call and is called back to work (to the field or station) will be compensated for the actual hours worked and compensated a minimum of two (2) hours (Straight time) for being called out. Call back does not include telephone calls If the call back results in hours worked beyond forty (40) hours on one week then the employee will be paid at a rate of one and one-half (1 ½) times the employees hourly rate. Dispatchers with on call status shall not be eligible for call back time. Call back time is only for non-scheduled events.

- C. The determination regarding the need for and the use of on-call and/or call back will be made by the Chief of Police or his designee. If placed on call, the employee shall receive four (4) hours (straight time, not considered hours worked for purposes of computing overtime) compensation for every seven-day period on-call.

Section 31 DEFERRED COMPENSATION PROGRAM

- A. The City offers a deferred compensation program. Information on this program is available at the Human Resources Department.

Section 32 CHECK OFF AUTHORIZATION

- A. The City agrees to collect the dues for the Association during this contract period provided that a written authorization from the bargaining unit employee is provided to the City. The dues shall be limited to membership dues and shall not include penalties or fines.
- B. An employee may cease deduction at any time providing the City with written notice. The deduction shall cease no later than the second pay period following the City's receipt of the request to cease deductions.
- C. The association will indemnify, pay for the defense of, and hold the City harmless from any suit or claim filed against the City in relation to its deduction of dues for this association.

Section 33 LAY OFF AND RECALL

- A. In the event that lay off is necessary, the City shall provide the Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in work force, officers will be laid off in reverse order of seniority.

- C. Officers laid off due to a reduction in force will be called back to work in their seniority order.
- D. The term “seniority” for the purposes of this section shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank. As officers are called back, the officers assigned to lower ranks will be returned to the former rank, in order of seniority as the position becomes available.
- E. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right. The employee may remain in lay off status for a total of six (6) calendar months. If the employee is not recalled within six (6) months or if the employee rejects a position offered to the employee, the City hall have no further obligation to the laid off employee and the employee will be terminated.

Section 34 OFFICE OF PROFESSIONAL STANDARDS

- A. The Office of Professional Standards Officer/s is a staff investigative body, responsible to the Chief, for the purpose of conducting administrative investigations with four (4) major purposes;
 - 1. Assist in maintaining Department integrity.
 - 2. Identify employees guilty of misconduct so that they may be retrained and corrected, or if unacceptable for further police service, be removed through proper administrative action.
 - 3. Protect innocent employees and citizens of the community.
 - 4. Enable the city attorney to render professional, legal advice to the Chief or his representative.
- B. The section establishes the guideline for conduct of Office of Professional Standards Officer interviews. The existence of an Office of Professional Standards Officer/s does not lessen a commanding officer’s authority or responsibility. In an effort to ensure that interviews are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:
 - 1. When an employee is under investigation by the employer for alleged actions that could result in administrative action, the employee shall be afforded all rights provided by the New Mexico Peace Officer’s Employer-Employee Relations Act as amended and other employment laws and other applicable employment laws.

2. If the employee is under arrest or is likely to be, he/she shall be afforded all rights pursuant to Miranda.
3. The department shall notify the employee under investigation of the date and time of the interview at least 24 hours in advance of the interview being conducted, unless the investigation requires otherwise.
4. If the investigation is due to a citizen's complaint that citizen will be asked to sign a statement clearly stating the allegation. The employee shall be informed of the nature of the investigation, and the names of the known complainants, unless the Chief Administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation.
5. In the event it is determined that the complainant falsified the complaint, the Department shall take whatever action it deems appropriate and the employee may pursue legal remedies against the complainant, and will advise the Chief of Police in writing that he/she is pursuing legal remedies against the complainant.
6. At the beginning of an internal affairs interrogation any officer under investigation will be given the Garrity warning. Any officer who refuses to answer questions or withholds evidence or information pertaining to an investigation may be subject to discipline by the Chief.
7. The complete interview of the officer shall be recorded mechanically or by digitally. There will be no off the record conversations pertaining to the investigation. All recesses will be noted in the record.
8. Disciplinary actions and determinations shall only be made by the Chief of Police or his designee, after appropriate recommendations by the chain of command.
9. Investigation of an officer will be conducted as soon as possible. The officer being investigated may contact the person conducting the investigation to determine the status of the internal investigation.
10. Upon completion of the investigation, the Chief or his designee shall review the facts and shall make a finding. The Chief or his designee, in writing, shall notify the officer being investigated as to the disposition of the investigation within ten (10) days of its completion. The Chief shall classify the results of the investigation in one of the following categories:
 - a. Sustained- the allegation is supported by sufficient evidence;

- b. Non-sustained- the evidence is insufficient to prove or disprove an allegation or the action taken by the officer was justified, and lawful;
 - c. Unfounded- there is no evidence to support the allegation.
- C. All files and reports of investigations of Office of Professional Standards on officers are confidential. They are intended for the exclusive use of the Chief or whomever he deems necessary. An individual officer shall have the right to review his/her interview, along with a personal representative if requested in writing. The officer shall be provided the results of the investigation.
- D. If the officer files a grievance, he/she will be provided with the documents being used against him in the hearing. Additionally, the employee will provide the Department with the documents being used in his defense.

Section 35 DISCIPLINARY ACTION

- A. In the event that an investigation results in the implementation of disciplinary action, if the investigated employees so requests, the Association may designate a representative to participate at all stages of the grievance process. The employee will be provided with a disciplinary decision.

Basis for Employee Discipline:

Disciplinary actions for employees are based on cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex physical or disability. No employee of the Department will be required to obey an order which is contrary to the laws of the United States, State of New Mexico, or ordinance of the city of Las Vegas however, such refusal to obey is the responsibility of the employee and he/she will be required to justify his/her action.

B. Progressive Discipline:

A progressive discipline process shall be utilized, if appropriate. The level of discipline depends on the seriousness of the infraction, and the employee's previous work/discipline record. Because of the serious nature of some infractions, the first disciplinary action may be dismissal, or any other disciplinary action to include written reprimand, suspension, or demotion.

1. **Verbal Reprimand.** A verbal reprimand may be used for minor infractions and in the situation where this is the first such offense. A verbal reprimand may be documented by a "memo to file" [and may be removed after twelve (12) months, at the Employee's written request, if there are no similar reprimands with this time period.]
2. **Written Reprimand.** A written reprimand may be used due to poor or inadequate job performance, misconduct, or infraction which is of a greater degree than that for which a verbal reprimand may be used, or for

which a verbal reprimand was already given. The Written reprimand shall be placed in the employee's personnel file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has seen the statement. The employee may file a written response to be placed in the employee's personnel file, and if the employee disagrees with the discipline, a written reprimand can be grieved to the City Manager in accordance with the grievance/appeal procedures as outlined in Section 36 of this policy. As it pertains to written reprimands, the City Manager will issue the final decision.

3. **Suspension.** A suspension may be used due to poor or inadequate job performance, misconduct, or infraction that is of a greater degree than that for which a written reprimand may be used, or for which a written reprimand was already given. Such suspension will not exceed thirty (30) working days.
4. **Demotion and Dismissal.** Demotion and/or dismissals may be given for continued inadequate action or dismissal as determined appropriate based on the circumstances of each case.

C. Pre-determination hearings:

An employee who is being considered for dismissal, demotion or suspension will be provided with pre-determination hearing before the Chief of Police or his designee. The employee will be given the opportunity to present his side of the issue. An employee may waive the pre-determination hearing and accept the proposed discipline. The Chief will issue his/her final decision in writing to the employee following the pre-determination hearing. An employee being considered for a written reprimand will be provided an opportunity to present his/her side of the issue at the supervisor giving the discipline.

1. The employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing.
2. An employee may be placed on paid administrative leave pending the outcome of the pre-determination hearings.
3. **Hearing Procedure.** The hearing is informal in nature. The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

Section 36

GRIEVANCE AND APPEAL PROCEDURES

Employees may utilize on one of the following procedures in a dispute.

A. PROCEDURES:

1. Under this procedure a grievance is defined as a dispute regarding discipline, which results in any written reprimand, suspension, demotion or dismissal, or an alleged contractual violation, misapplication, or misinterpretation of any provisions of this agreement, policy, rule, or regulation. Evaluations, and involuntary transfers that are not disciplinary actions or issues where the city is without authority to act are not grievable.
2. "Time limits" shall mean within seven (7) working days for a dispute regarding discipline, which results in involuntary transfer, suspension, demotion and dismissal.

"Time limits" shall mean within fourteen (14) working days for an alleged contractual violation, misapplication, or misinterpretation of any provisions of this agreement, policy, rule, or regulation.
3. The affected employee may file a written grievance within the above time limits. The time limits begin on the date the employee was disciplined. Failure of the employee to timely appeal will result in his grievance being null and void. If the City fails to respond within the time limits the employee may appeal to the next level as if the city had timely responded. The time limits may be extended by mutual written agreement of the parties.
4. An employee grieving a disciplinary action involving an involuntary transfer, suspension, demotion or dismissal may do so by skipping step 1 and filing a written grievance with the City Manager at step 2, within seven (7) days of the date of the decision of the Chief of Police imposing the disciplinary action.
5. Informal Grievance Procedure: informal resolution of issues is encouraged before parties resort to the formal grievance procedure. Informal resolution may occur through meetings with the supervisor, Chief of Police, or designee. Informal resolution does not stay the limits for filing a grievance.
6. Formal Grievance Procedure: all grievance filings shall include the following information in writing:
 - a. Name of employee filing grievance;
 - b. Representative if any;
 - c. Department;
 - d. Job title;
 - e. The section of the agreement, policy, rule, or regulation violated or the disciplinary action imposed;
 - f. The person alleged to have committed the violation;
 - g. The date of the alleged violation: and
 - h. The specific remedy sought (a request 'to be made whole' is insufficient).

7. Grievance Steps:
 - a. Step 1. The affected employee shall discuss the problem with the Chief of police or his designee. It is anticipated that most problems will be resolved at this level. Time limits for step 2 begin following the meeting with the Chief of Police or Designee.
 - b. Step 2. If the problem is not resolved, the employee may file a written complaint with the City Manager or designee within the time limits. The City Manager or designee shall attempt to resolve the problem. The City Manager or designee shall meet with the affected employee and shall issue a final decision. Time limits for filing for arbitration will begin following the date of the City Manager or designee's decision. (Note: as it pertains to written reprimands the City Manager's decision will be final. Grievances of written reprimands will not to Arbitration).
8. Arbitration. If an employee is not satisfied with the decision of the City Manager he/she may file a written request for arbitration. The dissatisfied party wishing to proceed to arbitration shall request in writing within seven (7) calendar days that the issue be submitted to binding arbitration and shall contact the Federal Mediation Conciliation Service (FMCS) with a copy to the City. The arbitration proceedings shall be conducted by an experienced labor relations arbitrator selected from the FMCS. The FMCS will be contacted and a list of seven (7) names of arbitrators from the region including New Mexico will be requested. Within fourteen (14) days of receiving the listing, the parties shall meet to select the arbitrator. An arbitrator shall be chosen through the process of striking arbitrators until one (1) remains. The remaining name shall be the arbitrator. The order for striking shall be determined by the parties by the flip of a coin. The arbitrator shall have no power to alter, amend, add to, or subtract from the terms of the agreement. The arbitrator's fees and cost shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs. The decision of the arbitrator shall constitute an award pursuant to the provisions of the Uniform Arbitration Act.
9. Appeal to the District Court: the parties are entitled to appeal the decision of the arbitrator to the Fourth Judicial District Court according to the laws of the State of New Mexico as an award pursuant to the provisions of the Uniform Arbitration Act.

Section 37

TAKE-HOME CAR PLAN FOR POLICE OFFICERS, SERGEANTS AND LIEUTENANTS

I. Officer Assigned Vehicle program

- A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for cause is reserved to the Chief of Police.
- B. An officer may be denied participation in the program regardless of his/her assignment, if in the judgment of the Chief of Police the officer's duties and responsibilities will not justify the assignment of a vehicle or if sufficient vehicles are not available. Participation may also be denied or revoked and or restricted based on preventable accidents due to negligence, failure to properly maintain his/her assigned police unit, or for reasons deemed sufficient by the Chief of Police. Participation in the take-home car privileges are available to officers residing within twenty-five (25) miles of the City of Las Vegas limits will be grandfathered as of July 2015.
- C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.
- D. This program will be reviewed monthly and may be modified at the discretion of the Chief of Police. Should the Chief of Police determine the police department vehicle program is not functional in practice he/she may terminate this agreement following sixty (60) days prior notice to the Las Vegas Police Officer's Association. During the sixty (60) days, the Las Vegas Police Officer's Association may meet with the City to attempt to solve any identified problems. If no solution is reached said notice shall be final.
- E. Take-home car privileges may be revoked and or restricted at any time by the Chief of Police. Any for cause suspension/revocation of vehicle privileges shall not be grievable; however the revocation/suspension will be given to the employee in writing.

II. General Regulations

- A. Only sworn Las Vegas Police officers or personnel will be permitted to drive the police car. Officers will not presume any special privileges with a Las Vegas vehicle while off duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking.
- B. Unattended vehicles of off-duty officers must be locked at all times.
- C. Officers shall not operate a city owned vehicle under the influence of any alcoholic beverages and/or medication that could impair operation.

- D. Officers participating in the officer assigned vehicle program will not be authorized to transport any passenger except for approved Ride-Along. An officer may refuse a ride-along, other than those directed by the Chief of Police or designee. All ride-along shall follow department policy.
- E. The Las Vegas Police department will not utilize vehicles carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.
- F. During leave of five (5) days or more the Las Vegas Police vehicle will be turned in. The officer will be reassigned the vehicle upon his/her return to the city, or return to normal duty. The vehicle may, at the Commanders discretion, be parked at a substation instead of the police garage at a location deemed suitable.
- G. The Chief of Police, at his/her discretion may set the maximum amount of miles that a vehicle can be driven per shift.

III. Vehicle Operation Regulations:

- A. All officers assigned a Las Vegas Police Department vehicle will exercise good judgment in utilizing it, and will not drive or use the vehicles so as to create unfavorable comment or reflect discredit on the Department.
- B. Off duty officer: shall not operate a Las Vegas Police department vehicle while off-duty except when driving the vehicle to obtain repairs, routine maintenance, or to wash/clean the vehicle. Officers shall be appropriately attired and have in his/her possession badge, ID and sidearm to effectively perform a police function while, at the same time presenting a favorable image. Officers will wear trousers (slacks or jeans) and a shirt while operating the vehicle; cut-off shorts, t-shirts and tank tops will be considered inappropriate attire. An officer shall notify dispatch upon departure from work to his/her residence and upon departure from his/her residence at work. An officer may be required to respond to a call while enroute to or from work.
- C. The safety of passengers rests solely with the officers operating the Las Vegas Police Department vehicle.
- D. Should an officer be required in extenuating circumstances to respond to a felony call while off-duty, the officer is required to handle the call in order to best preserve and handle evidence, and maintain continuity

or be the best possible witness, in such cases the officer shall be compensated consistent with Department regulations and this agreement.

- E. Should an officer encounter a citizen committing flagrant or dangerous traffic violations on the way to his/her primary residence following a schedule shift, the officer shall call dispatch and be the best possible witness.

IV. Maintenance Regulations

- A. In consideration of the take-home car benefit the officer assigned to a Las Vegas Police Department Vehicle shall be fully responsible for seeing that general maintenance, repairs, cleaning and proper care of the vehicle is performed while the officer is off-duty and non-pay status, unless the employees work hours all occur during the time the garage is open. The city shall perform and pay for the maintenance and repairs. Alterations, including, but not limited to, radios, stickers and additions, shall not be made to the vehicle without the prior written approval of the Chief.
- B. Officers will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.
- C. Officers will wash the vehicles at their own expense and wax it at least once every six months.
- D. A work order must be submitted for other than regular maintenance or service work.
- E. All vehicles will be inspected as needed by the immediate supervisor of the vehicle operator. The inspection will include:
 - 1. Cleanliness-interior and exterior.
 - 2. Maintenance-performed at the proper intervals.
 - 3. Equipment- in good working order.
- F. Officers shall at all times drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.
- G. Negligence, on the part of the officer, in the car and the operation of the vehicle or failure to follow these procedures, may result in the vehicle being taken away from the officer.

Section 38

FILLING OF VACANCIES

- A. Interim Appointment:

1. Interim appointments of regular status classifications shall be appointments for a period of up to six (6) months or less. Interim appointments may be extended for a period of up to six (6) additional months.

Should the Police Department decide to make an interim appointment, it will appoint a qualified employee to a position for a specific period of time. Upon completion of interim appointment, the employee shall return to his/her former position and pay.

Interim appointments assigned to a higher classification will receive a salary adjustment in accordance with the City's approved Pay and Classification Plan.

B. In-house Vacancies:

1. Should the Police Department decide to fill an in-house vacancy, notice of the vacancy shall be posted in house for five (5) calendar days, if there are no qualified in house applicants then it will be posted for an additional five (5) calendar days.

Any employee who desires to be considered for a vacancy shall present a Letter of Interest to the Chief of Police and the Human Resource Manager. Employees must qualify for the position in order to be considered, and shall not have had any disciplinary action within one (1) year. (Not to include verbal or written reprimands).

C. Promotions/Transfers:

1. Field Services:

- a. To be considered for a Sergeant position, an Officer must have a minimum of four (4) consecutive years from the employee's most current anniversary date; of experience as a Police Officer within the Las Vegas Police Department.
- b. To be considered for a Lieutenant position, a Sergeant must have two (2) consecutive years from the employee's most current anniversary date; as a Sergeant with the Las Vegas Police Department.

2. Investigations/Narcotics:

- a. To be considered for a Criminal Investigator or Narcotic Agent, an Officer must have a minimum of two (2) consecutive

years from the employee's current anniversary date; as a Police Officer with the Las Vegas Police Department.

- b. To be considered for the Sergeant position in Criminal Investigations Section and/or Narcotics Section, an Officer, Criminal Investigator, or Narcotic Agent must have a minimal of four (4) consecutive years from the employee's current anniversary date; as a Police Officer with the Las Vegas Police Department.
- c. To be considered for the Lieutenant position of Criminal Investigation Section, a Sergeant must have two (2) years experience from the employees most current anniversary date, at the Investigations Section and/or Narcotics Section, with the Las Vegas Police Department, and must have obtained his/her New Mexico Law enforcement Academy's Advance Certification I and II.

3. Employees who bid on vacant Investigator/Agent, Sergeant or Lieutenant Positions will be required to compete for vacant positions. Promotions will be based on the following criteria:

- a. Written examination.....50%
- b. Oral examination.....50%

The Oral exam will be conducted by two (2) outside Law Enforcement Personnel, (1) Human Resource Personnel and two (2) inter-departmental Law enforcement Personnel of equal or higher rank.

- 4. Candidates will be placed on a promotional/transfer list based on their total scores. A 70% grade on the total of "A", "B", and "C" (above) is required as the passing grade. After the completion of five (5) consecutive years with the Las Vegas Police Department each candidate will receive an additional point. After ten (10) years each candidate will receive two (2) points. After fifteen (15) years each candidate will receive three (3) points. In the event of a tie, candidates will be placed in order of seniority within the Department.
- 5. When a vacancy exists, the top three candidates on the promotional list will be considered for promotion at the discretion of the Police Chief.

6. The promotional lists will remain in effect for six (6) months.

Section 39

STAFFING

- A. It is recognized that it is the right of the Employer to set and determine the number of employees to be employed in each job classification. The Association supports attempts to insure that sufficient personnel and resources are available to accomplish the delivery of timely and safe service to the Citizens of Las Vegas. To insure that this be accomplished the Employer will, whenever possible; maintain a list of qualified persons which can be recommended for hire immediately upon notice of a separation from employment.
- B. The Police Department shall advertise for the position of "Police Officer" as the need arises in order to maintain a current list of qualified applicants through a process determined necessary by the Police Department.

Section 40

LABOR MANAGEMENT COMMITTEE

- A. If during the term of this agreement the parties agree there is a need for a Labor Management Committee such a committee shall be formed as follows:
 - 1. The committee shall meet at least once per quarter at mutually agreed upon times and places.
 - 2. The Association and the Employer shall each appoint two members unless otherwise agreed.
 - 3. The Committee shall be free to address any topic of mutual concerns to the parties.
 - 4. It is understood and agreed that the outcome of the meetings shall not be considered as constituting a binding agreement of the parties unless specifically so stated in writing.
 - 5. This committee is not empowered to negotiate or change the collective bargaining agreement.
- B. The Chief of Police or his/her designee, and a President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement items may be referred to the

Section 44 TERMS OF AGREEMENT

This Agreement is effective upon ratification and signature of this agreement or upon resolution of impasse, whichever is later. This agreement shall remain in full force and effect through June 30, 2020, unless otherwise specified under certain sections. Negotiations for a successor agreement will occur upon written request by a party filed no later January 15, 2020.

IN WITNESS THEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2019.

LAS VEGAS POLICE OFFICER’S
ASSOCIATION:

CITY OF LAS VEGAS:

MICHAEL LOPEZ
PRESIDENT

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

ATTEST: _____
CASANDRA FRESQUEZ
CITY CLERK

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 03-08-19

DEPT: Community Development

MEETING DATE: 03-20-19

ITEM/TOPIC:

Completed 2019 Edition of the Official Zoning Map for the City of Las Vegas, Las Vegas, New Mexico

ACTION REQUESTED OF COUNCIL:

Conduct a public hearing and approve or disapprove the adoption of proposed ordinance #19-01, for the 2019 Edition of the Official Zoning Map

BACKGROUND/RATIONALE:

All Zone Changes that have been approved by City Council have been added to the Official Zoning Map. The last Zoning Map approved was in 2012 and included changes done through December 2011. All zone changes approved since January 2012 through August 2018 are listed on Exhibit #1 and have been added to the map.

STAFF RECOMMENDATION:

Consideration and Approval by Mayor and Council.

COMMITTEE RECOMMENDATION:

The Planning & Zoning Commission recommended approval of the 2019 Edition of the Official Zoning Map at the regular meeting held on Monday, February 25, 2019.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'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 GURULÉ-GIRÓN
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15

CITY COUNCIL

RECORD PROPER

Approval of the 2019 Edition of the Official Zoning Map

ACTION REQUESTED:

Approval or disapproval of 2019 Edition of the Official Zoning Map for the City of Las Vegas. Included in the packet are the changes done on the official map from January 2012 to December 2018, with the exclusion of Ordinance No. 18-07, which has been appealed to District Court.

BACKGROUND:

The Planning & Zoning Commission and the City Council of the City of Las Vegas have approved numerous Zone Changes in the last few years. The zone changes have been added to the official zoning map and now we are requesting that the official zoning map be approved with the new changes included.

EXHIBITS

**Exhibit No. Description
(Document Name, date and number of pages)**

1	List of all Zone Changes approved from January 2012 through December 2018, excluding Ord. No. 18-07, which has been appealed to District Court - 4 pages
2	Maps of all additions to the Official Zoning Map for the period of January 2012 to December 2018 - 22 pages
3	Copy of Information for Ordinance No. 18-04, Zone Change from an R-2 to a C-3 for property located at 2513 Hot Springs Blvd., Las Vegas, NM. This Zone Change is not noted on map, as it was appealed to District Court and was reversed.
4	Copy of Ordinance No. 19-01, with Approval form for review - 2 pages

ZONE CHANGES / ANNEXATIONS TO BE APPROVED
ON OFFICIAL ZONING MAP - 2019

<u>ORDINANCE #:</u>	<u>DATE OF APPROVAL:</u>	<u>ZONE CHANGE:</u>	<u>REQUESTED BY & PROPERTY ADDRESS</u>
<u>2012</u>			
12-07	March 21, 2012	R-A to C-3	Carlos Crespin 900 W. Valencia Street Las Vegas, NM 87701 Portion of Property located at 900 W. Valencia Street
12-08	May 23, 2012	R-2 to R-3	Larry Martinez 2999 El Llano Road Las Vegas, NM 87701 621 Rio Arriba Street
12-09	May 23, 2012	C-1/C-2 to R-2	Carlos M. Lopez HC 33, Box 65-B Las Vegas, NM 87701 2501 Collins Drive
<u>2013</u>			
13-03	April 10, 2013	R-2 to R-3	Joe C. & Marcella A. Coca 523 Vegas Drive Las Vegas, NM 87701 2300 / 2302 / 2304 / 2306 / 2308 / 2310 / 2312 Encino Street
13-10	August 21, 2013	C-3 to M-1	Franken Properties, Inc. 1025 Douglas Avenue Las Vegas, NM 87701 Easterly 175' of a 5.023 acre tract located at 1890 North Grand Avenue
13-11	August 21, 2013	R-1 to R-2	Leroy & Mary Jean Aragon 8316 Calle Petrirojo, NW Albuquerque, NM 87120 2605 - 8th Street

**ZONE CHANGES / ANNEXATIONS TO BE APPROVED
ON OFFICIAL ZONING MAP - 2019**

<u>ORDINANCE #:</u>	<u>DATE OF APPROVAL:</u>	<u>ZONE CHANGE:</u>	<u>REQUESTED BY & PROPERTY ADDRESS</u>
<u>2014</u>			
14-01	March 19, 2014	C-3 to R-A	Matias Jr. & Connie F. Martinez 296 S. Grand Avenue Las Vegas, NM 87701 11.92 acres ± tract 2801 Las Vegas Blvd.
14-02	March 19, 2014	C-3 to R-2	Matias Jr. & Connie F. Martinez 296 S. Grand Avenue Las Vegas, NM 87701 2522 Hot Springs Blvd.
14-06	October 15, 2014	C-1/CH to R-1/CH	Elia Joseph Fasanella 2215 New Mexico Avenue Las Vegas, NM 87701 719 - 6th Street
14-07	October 15, 2014	C-3 to R-3	Angela Sanchez 2335 N. Grand Avenue Las Vegas, NM 87701 0.752 acres ± at 2335 N. Grand Avenue
14-08	November 29, 2014	C-3 to R-3	Michael Urioste 316 Cumbres Patio Las Vegas, NM 87701 807 Railroad Avenue
14-09	November 10, 2014	R-2 to R-3	Dorothy Aragon 2701 - 7 th Street Las Vegas, NM 87701 2317 Romero Street
<u>2015</u>			
14-12	January 21, 2015	R-A to R-3	Matt Griego Comm. Develop. Director 1700 North Grand Avenue Las Vegas, NM 87701 Block Zone Change for various properties on South Commerce Street

**ZONE CHANGES / ANNEXATIONS TO BE APPROVED
ON OFFICIAL ZONING MAP - 2019**

<u>ORDINANCE #:</u>	<u>DATE OF APPROVAL:</u>	<u>ZONE CHANGE:</u>	<u>REQUESTED BY & PROPERTY ADDRESS</u>
15-01	February 18, 2015	C-3 to R-3	Fernando Roybal 316 Chavez Street Las Vegas, NM 87701 316 ½ Chavez Street
15-10	November 12, 2015	ANNEXATION	Wilma Cunico, Sangre de Cristo Gravel Products LLC, Anthony Martinez, Alex & Dwayne Ulibarri, Herman Ulibarri, Paul & Melissa Maez, Lydia & Roberto Ortiz, Michael & Katherine Lujan and Kenny & Marsha Zamora, etals. Annexation of 470.657 acres ± north of current City Limits off of Airport Road
<u>2016</u>			
16-01	March 16, 2016	R-2 to R-3	Alejandro Rivera 31 Los Alamosgordos Road Las Vegas, NM 87701 2439 Dahlia Street 2441 Dahlia Street
<u>2017</u>			
17-02	June 21, 2017	R-2 to R-3	Carmen Medina 400 Taos Street Las Vegas, NM 87701 910 Don Fidel Street
17-10	September 20, 2017	R-2 to R-3	Joe C. & Marcella A. Coca 523 Vegas Drive Las Vegas, NM 87701 2307, 2309, 2311 and 2313 Dahlia Street

**ZONE CHANGES / ANNEXATIONS TO BE APPROVED
ON OFFICIAL ZONING MAP - 2019**

<u>ORDINANCE #:</u>	<u>DATE OF APPROVAL:</u>	<u>ZONE CHANGE:</u>	<u>REQUESTED BY & PROPERTY ADDRESS</u>
17-15	December 20, 2017	C-3 to R-A	Matias Jr. & Consuelo F. Martinez 296 S. Grand Avenue Las Vegas, NM 87701 A 3.097 acre parcel behind 300 S. Grand Avenue
17-16	December 20, 2017	C-3 to R-1	Matias Jr. & Consuelo F. Martinez 296 S. Grand Avenue Las Vegas, NM 87701 296 S. Grand Avenue
<u>2018</u>			
18-04	May 16, 2018	R-2 to C-3	City of Las Vegas 1700 North Grand Avenue Las Vegas, NM 87701 2513 Hot Springs Blvd. NOT ON MAP – ZONE CHANGE WAS REVERSED AS PER DISTRICT COURT CASE D-412-CV-2018-365, Final Order on Appeal – Copy attached
18-05	June 20, 2018	R-A to R-3	Long Living Trust Michael & Judy Long, Trustees 769 Diane Avenue Las Vegas, NM 87701 1117 – 12th Street
18-06	August 15, 2018	R-1 to R-2	Dolores Sanchez-Sena Personal Representative/ Executor – Willie Sanchez Estate 1101 Grand Avenue Las Vegas, NM 87701 2023 – 8th Street

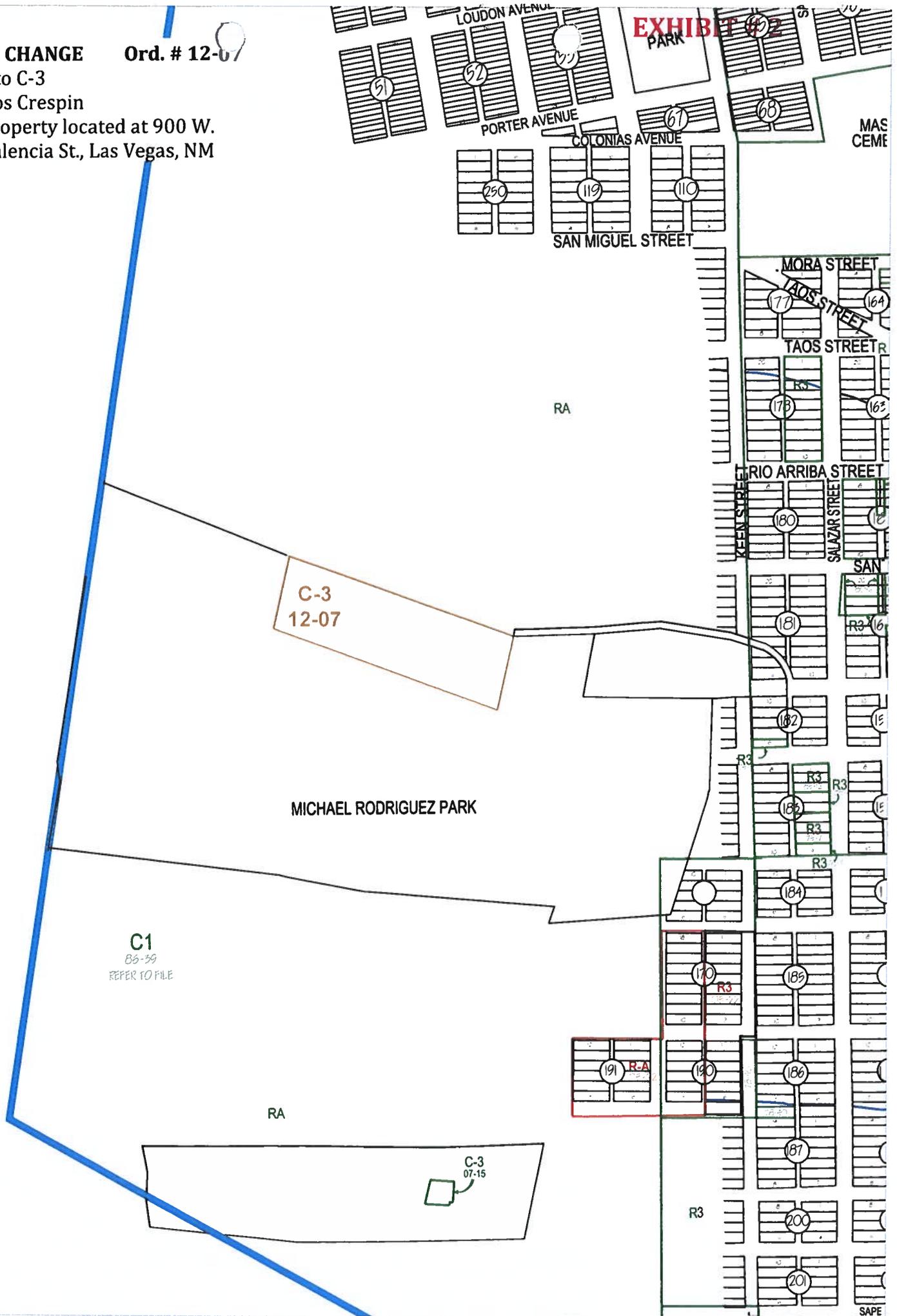
ZONE CHANGE

Ord. # 12-07

R-A to C-3

Carlos Crespín

Property located at 900 W.
Valencia St., Las Vegas, NM



ZONE CHANGE Ord. # 12-08
R-2 to R-3
Larry Martinez
621 Rio Arriba Street
Las Vegas, NM 87701



NEW MEXICO AVENUE

MONTEZUMA STREET

ROMERO STREET

A STREET R3 77-43

LOPEZ

LOPEZ

ARMILLO DRIVE

R 71

R3 77-42 3

R3 83-10

R3 01-01

R3 07-20

R3

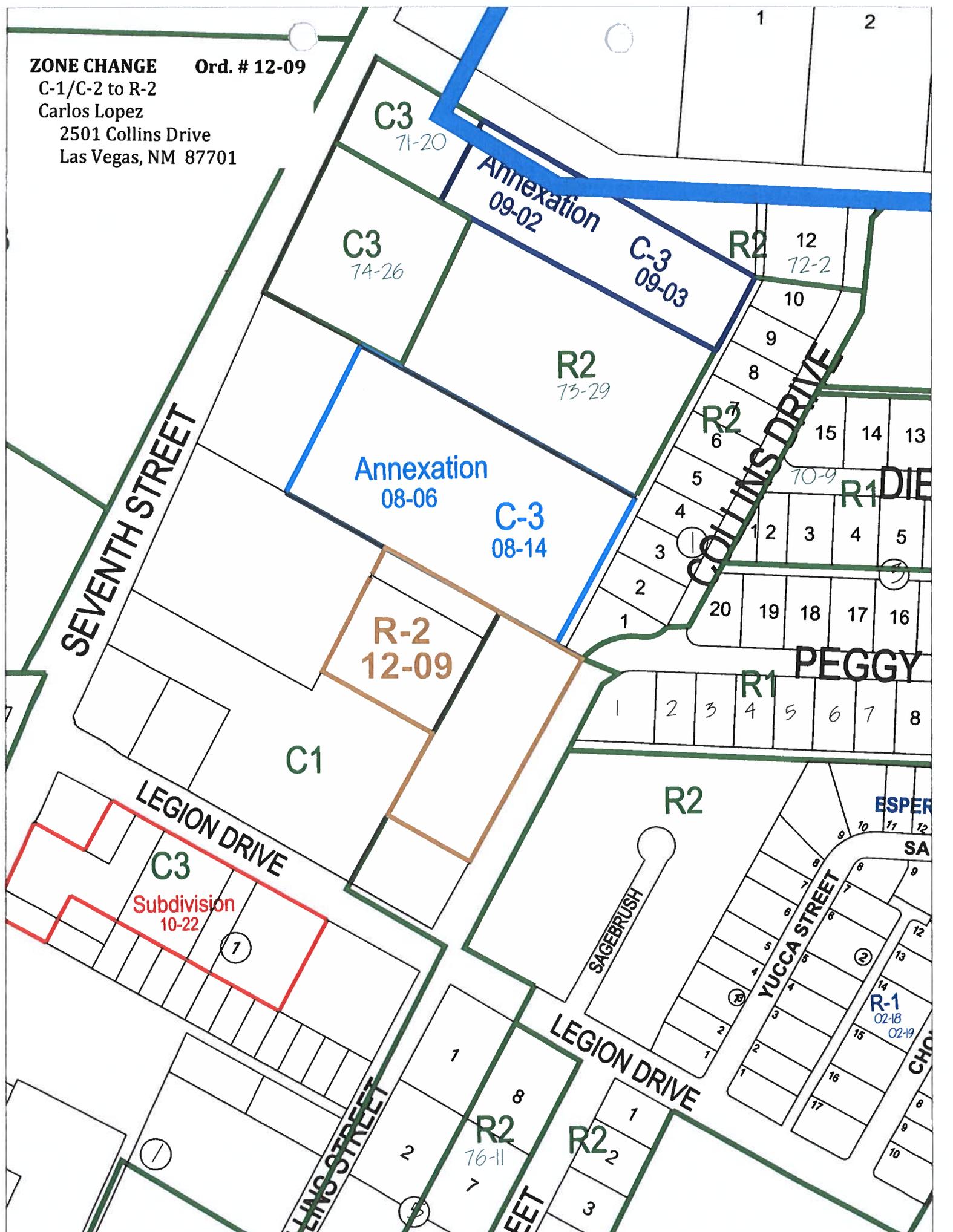
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R-3 12-08

R3

D2

ZONE CHANGE Ord. # 12-09
C-1/C-2 to R-2
Carlos Lopez
2501 Collins Drive
Las Vegas, NM 87701



ZONE CHANGE Ord. # 13-03

R-2 to R-3

Joe C. & Marcella A. Coca

2300 to 2312 Encino Street

Las Vegas, NM 87701

R-1
04-03

73-7

R-3
99-21

R-3
99-40

R-3
99-20

R3
01-3

R-3
09-11

R-3
13-03

R-3
02-04

R3 72-1

DAVIS STREET

DAHLIA STREET

R3 TAOS STREET

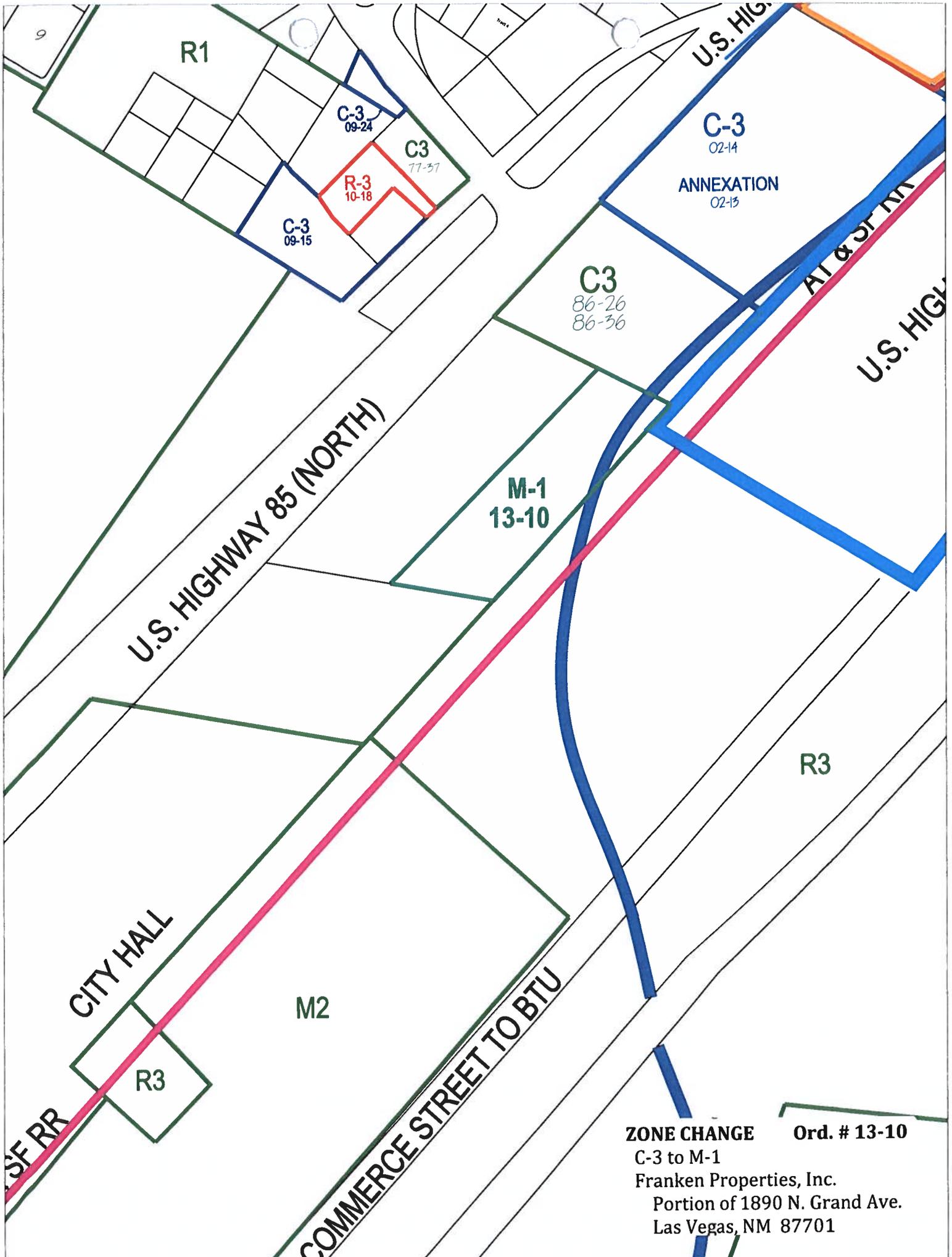
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34-28





ZONE CHANGE Ord. # 13-10
C-3 to M-1
Franken Properties, Inc.
Portion of 1890 N. Grand Ave.
Las Vegas, NM 87701

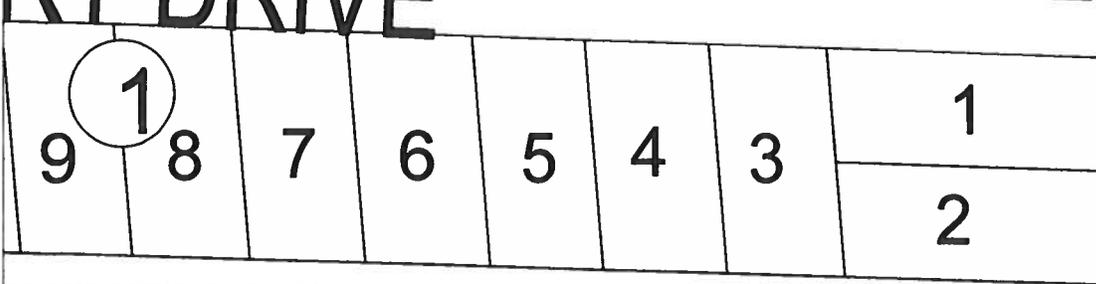
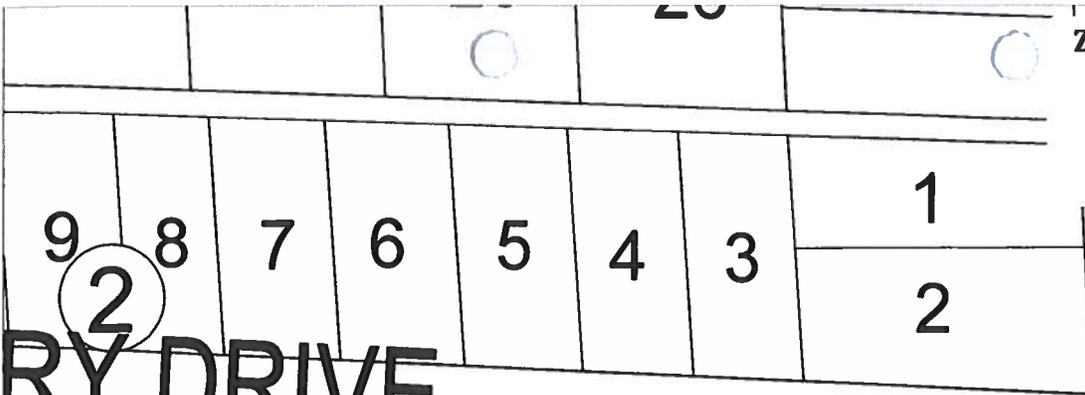
ZONE CHANGE Ord. # 13-11

R-1 to R-2

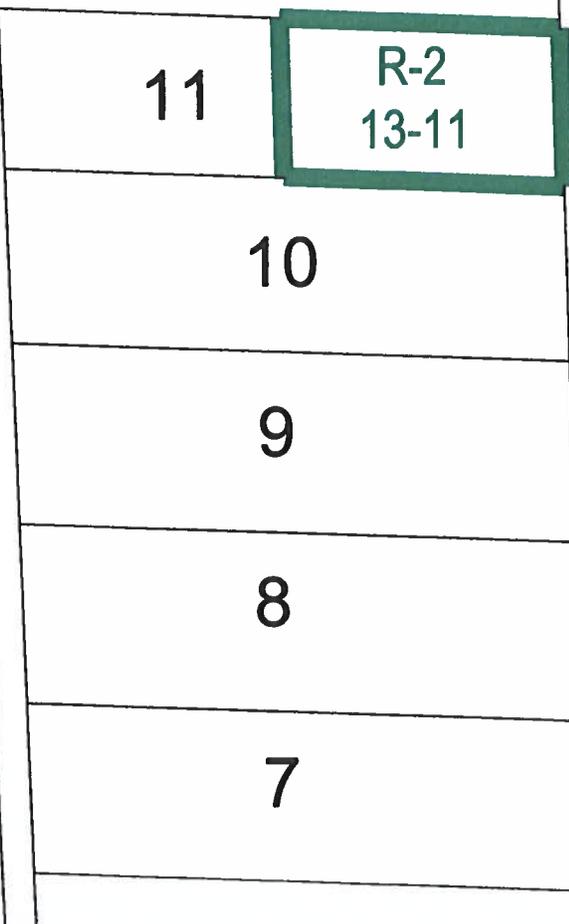
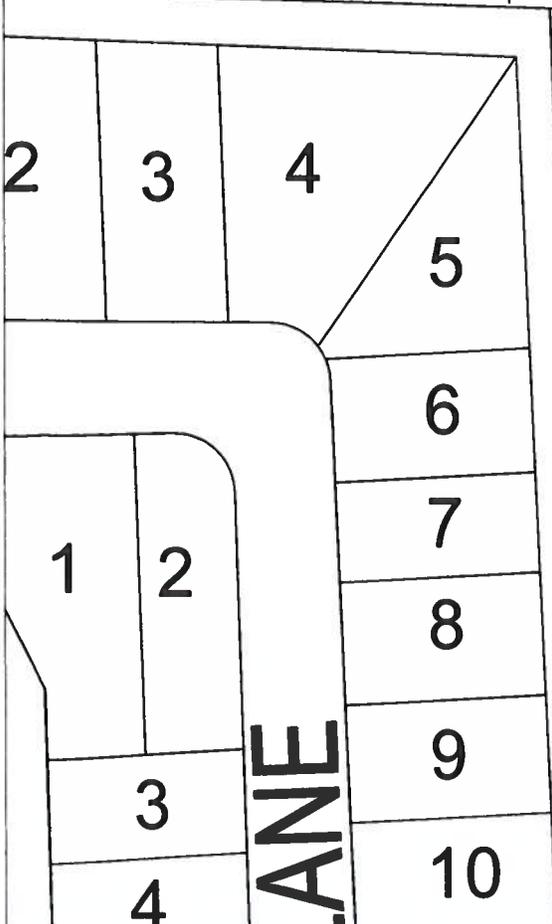
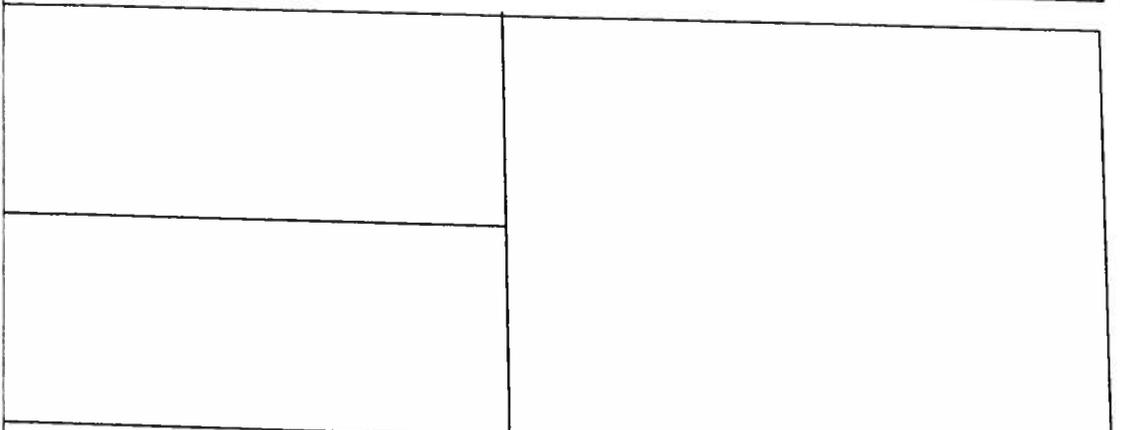
Leroy & Mary Jean Aragon

2605 - 8th Street

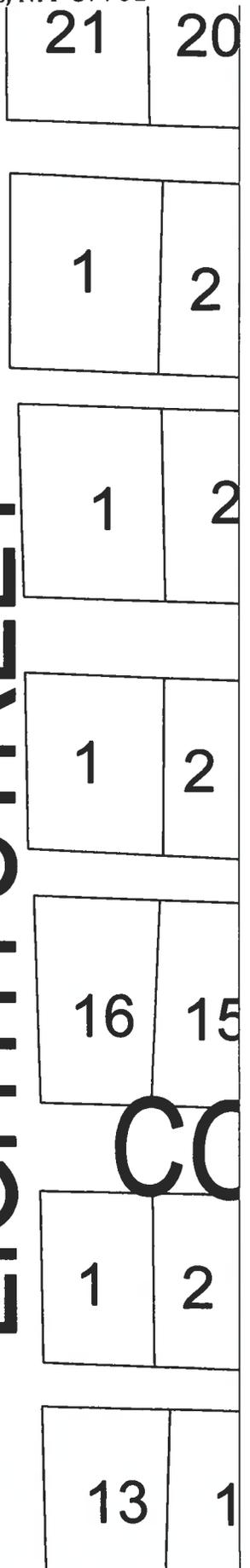
Las Vegas, NM 87701

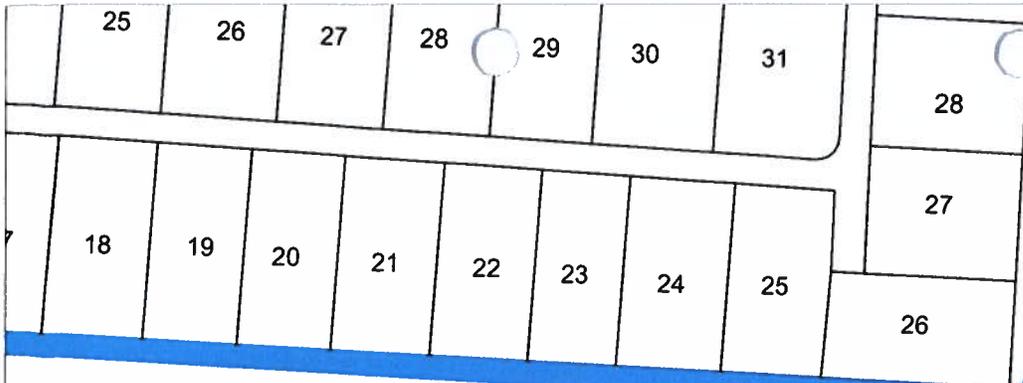


R1



EIGHTH STREET





PECOS ARROYO

HARRIS LAKE

ANNEXATION
02-05

R-A
14-01

C3

LAS VEGAS BOULEVARD

LEGION DRIVE

C3
75-58
75-35

ARAGON ROAD

ZONE CHANGE Ord. # 14-01
C-3 to R-A
Matias Jr. & Connie F. Martinez
2801 Las Vegas Blvd.
Las Vegas, NM 87701

DRIVE

CITY LIMITS

CITY LIMITS

CITY LIMITS

CITY LIMITS

PORTER STREET

ZONE CHANGE Ord. # 14-02
C-3 to R-2
Matias Jr. & Connie F. Martinez
2522 Hot Springs Blvd.
Las Vegas, NM 87701

R3
86-43

R3
84-20

73

74

75

C3

C3

R3
98-9

3

R-2
14-02

80

R3

SAN MIGUEL STREET

-1
-12

R2

4

4

R3
75-18

7

NORTH GONZALES

10

C1
85-18

ZONE CHANGE Ord. # 14-06

C-1/CH to R-1/CH

Elia Joseph Fasanella

719 - 6th Street

Las Vegas, NM 87701

R-1 11-09

COLUMBIA AVENUE

SIXTH STREET

CARNEGIE LIBRARY/PARK
CH R2

NATIONAL AVENUE CH C1

UNIVERSITY AVENUE CH C2

C1
82-10

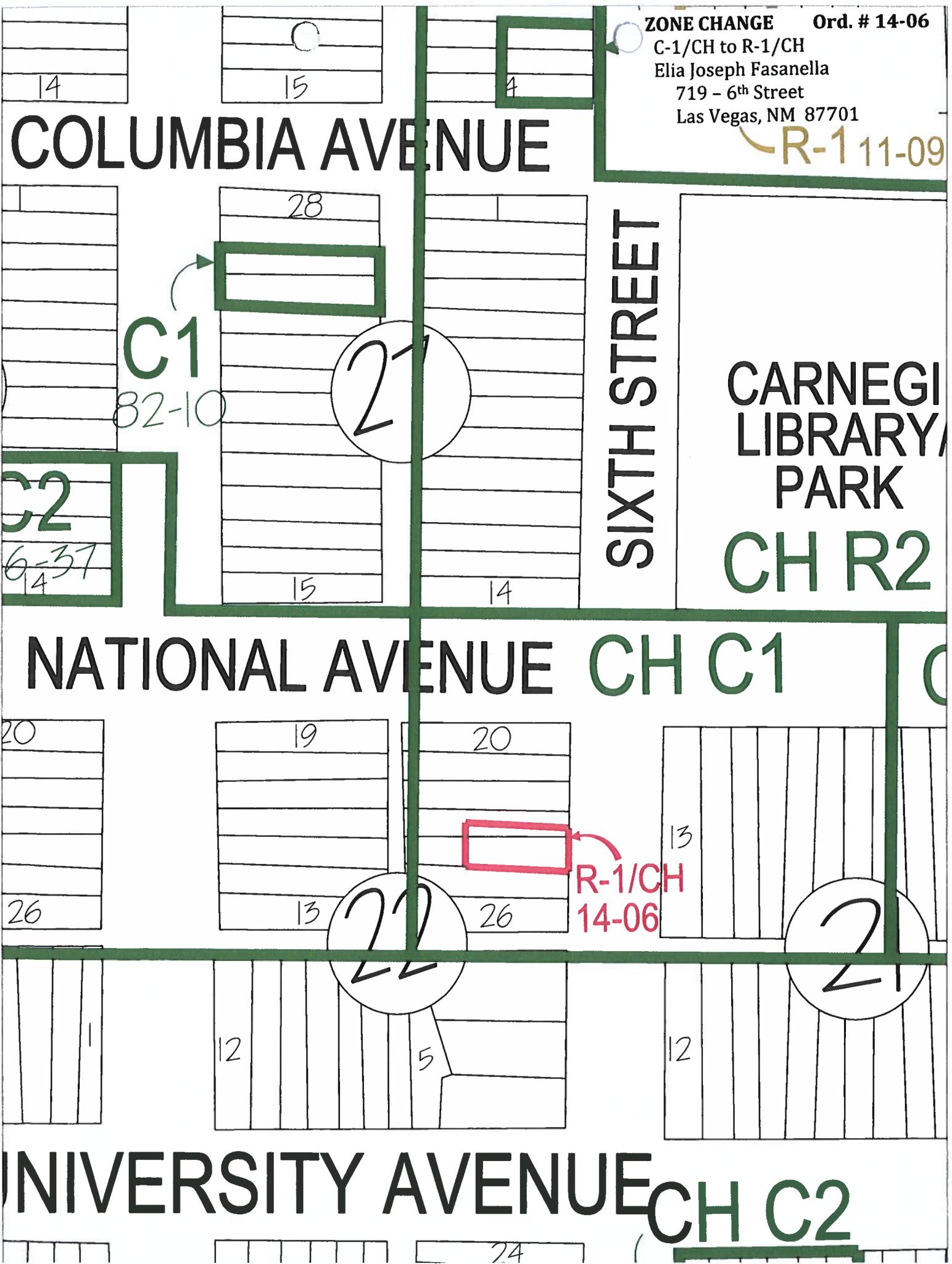
C2
6-37
14

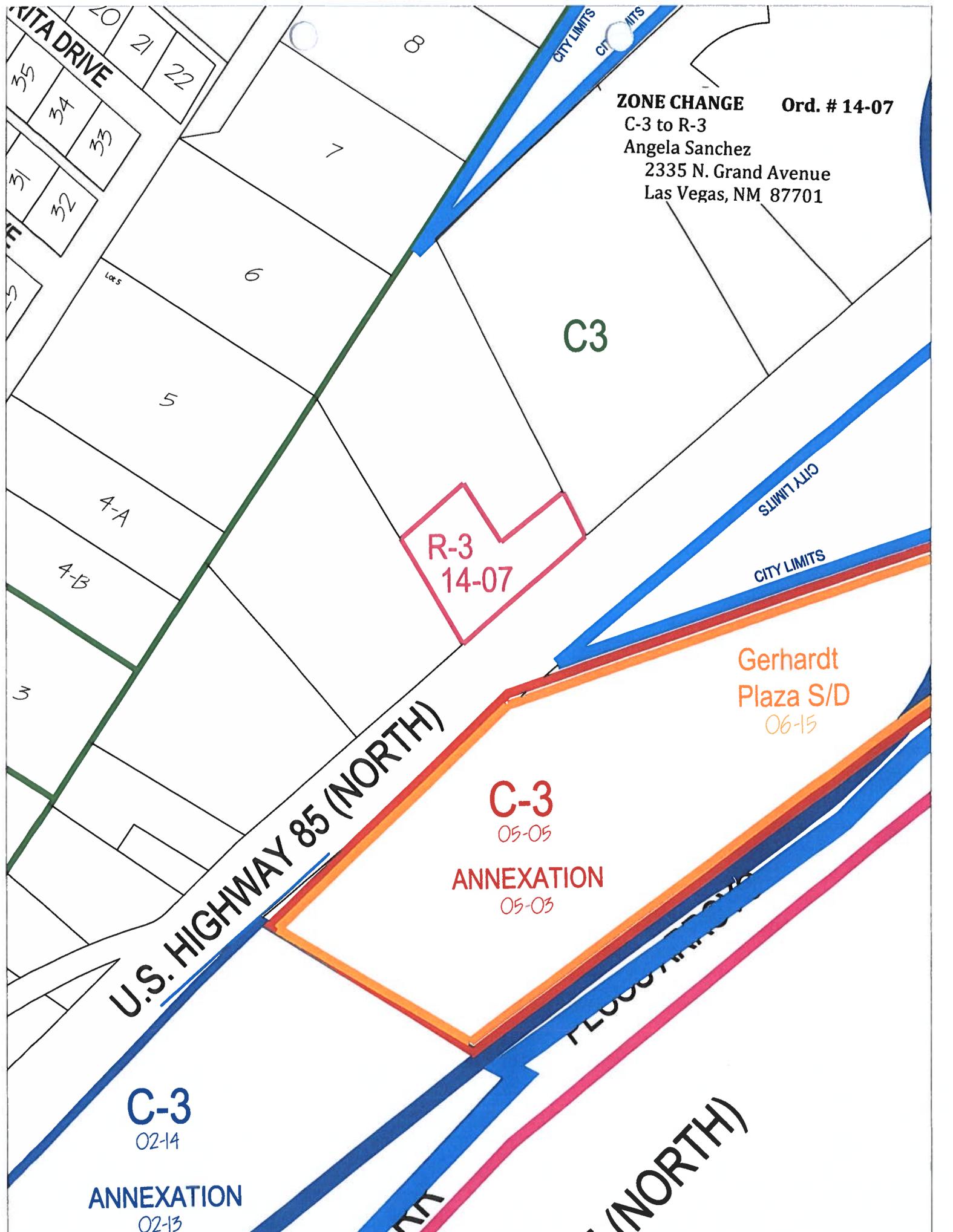
R-1/CH
14-06

21

22

21





ZONE CHANGE **Ord. # 14-07**
C-3 to R-3
Angela Sanchez
2335 N. Grand Avenue
Las Vegas, NM 87701

C3

R-3
14-07

C-3
05-05

ANNEXATION
05-03

Gerhardt
Plaza S/D
06-15

C-3
02-14

ANNEXATION
02-13

U.S. HIGHWAY 85 (NORTH)

(NORTH)

CITY LIMITS

CITY LIMITS

CITY LIMITS

CITY LIMITS

TECUMSEH

KITA DRIVE

20 21 22
35 34 33
32 31 30

5 6 7 8

4-A 4-B

3

2

1

0

0

0

79-24

ZONE CHANGE Ord. # 14-08

C-3 to R-3
Michael Urioste
807 Railroad Avenue
Las Vegas, NM 87701

EAST COLLEGE

31

R-1
02-12

R1

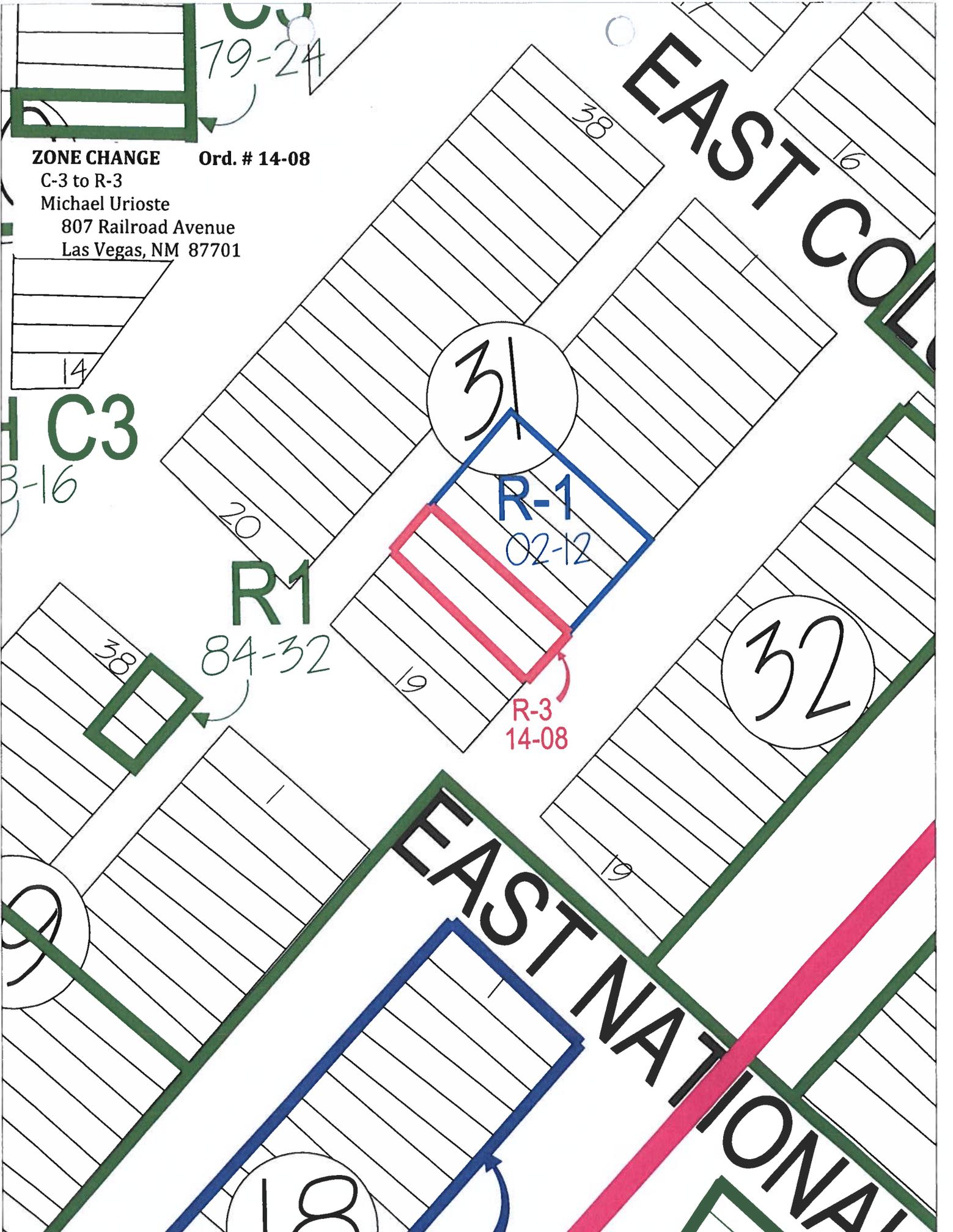
84-32

R-3
14-08

32

EAST NATIONAL

18



MASONIC CEMETERY

COLON

ZONE CHANGE Ord. # 14-09

R-2 to R-3

Dorothy Aragon

2317 Romero Street

Las Vegas, NM 87701

CH

74-02

LOPEZ

113

8

SAN MI

107

108

MORA STREET

R3

78-41

R-3
14-09

R3

MORA

177

164

106

105

TAOS STREET R2

LOPEZ

8

7

8

3

3

20

R3

20

1

178

163

103

104

LOPEZ

79-1

11

10

11

10

10

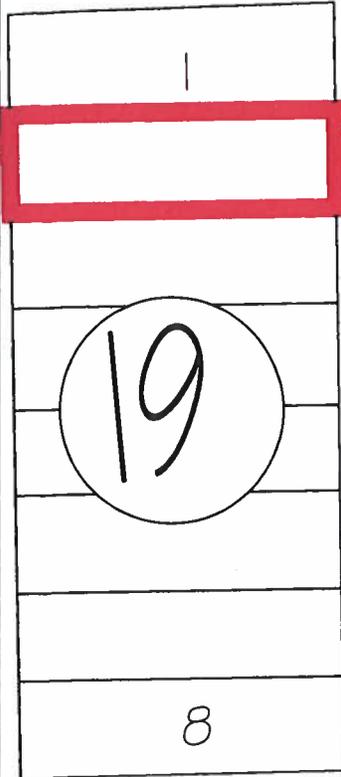
10

A



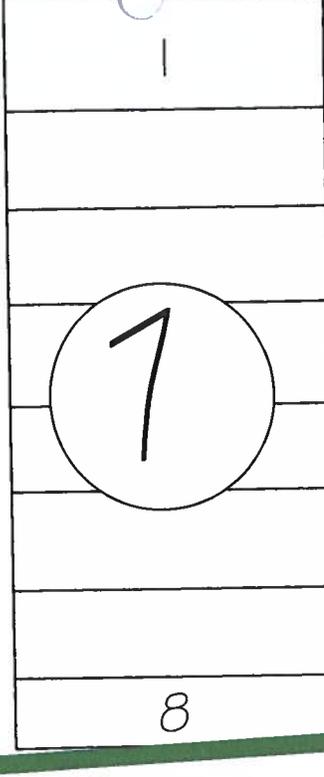
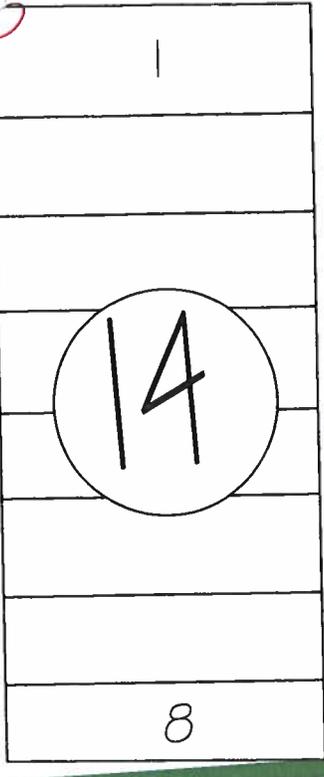
ZONE CHANGE Ord. # 14-12
R-A to R-3
Matt Griego, CD Director
Block ZC for properties on S.
Commerce St., Las Vegas, NM

TREE I



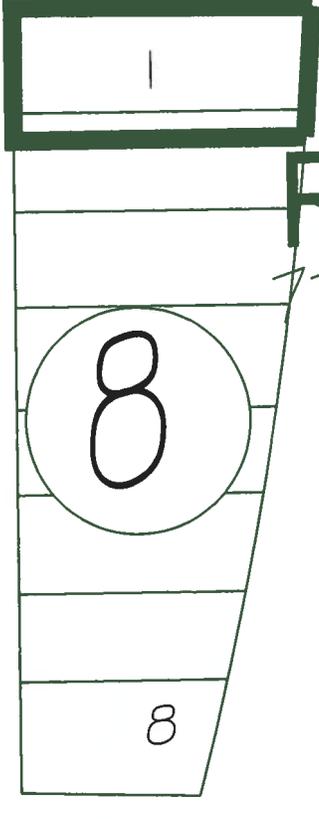
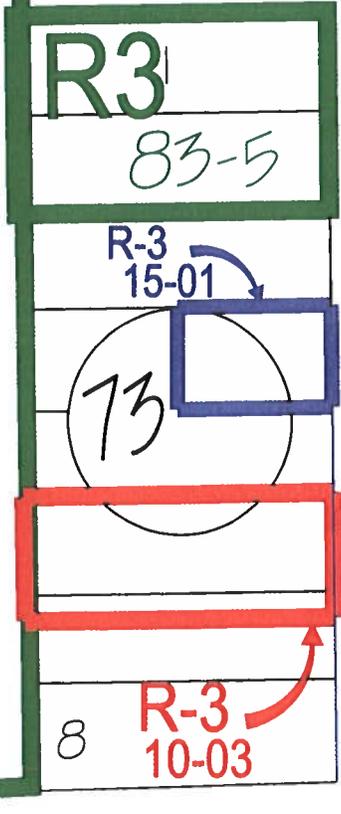
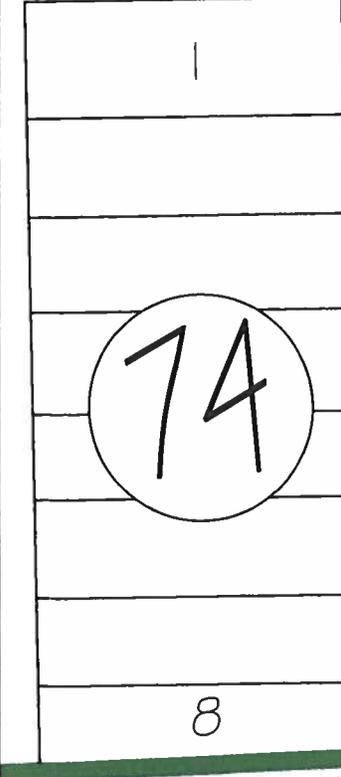
99-23

CHAVEZ ST.



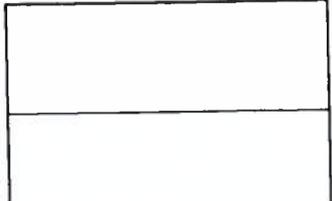
SOUTH PACIFIC STRE

STREET



R3 77-27

STREET

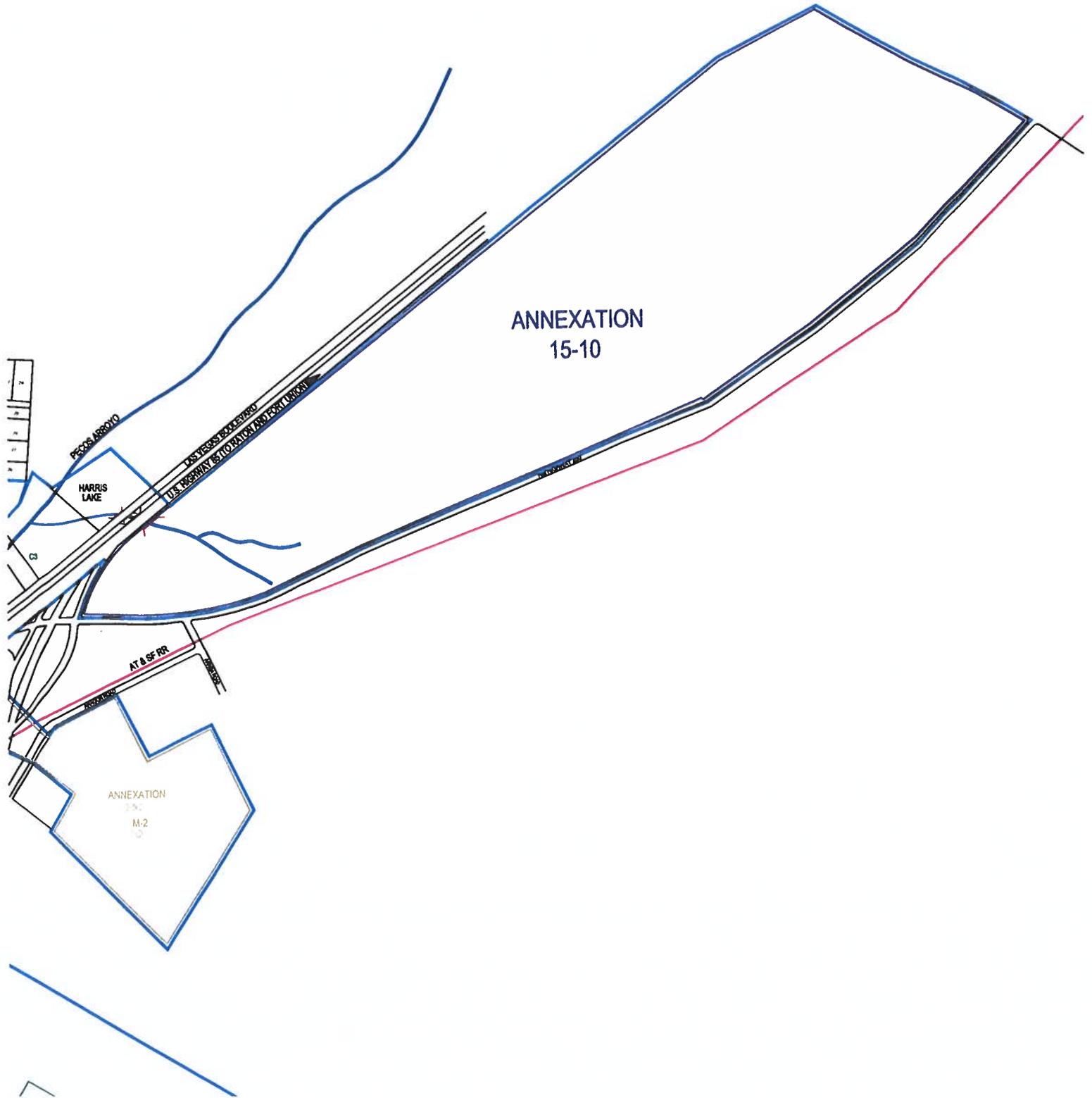


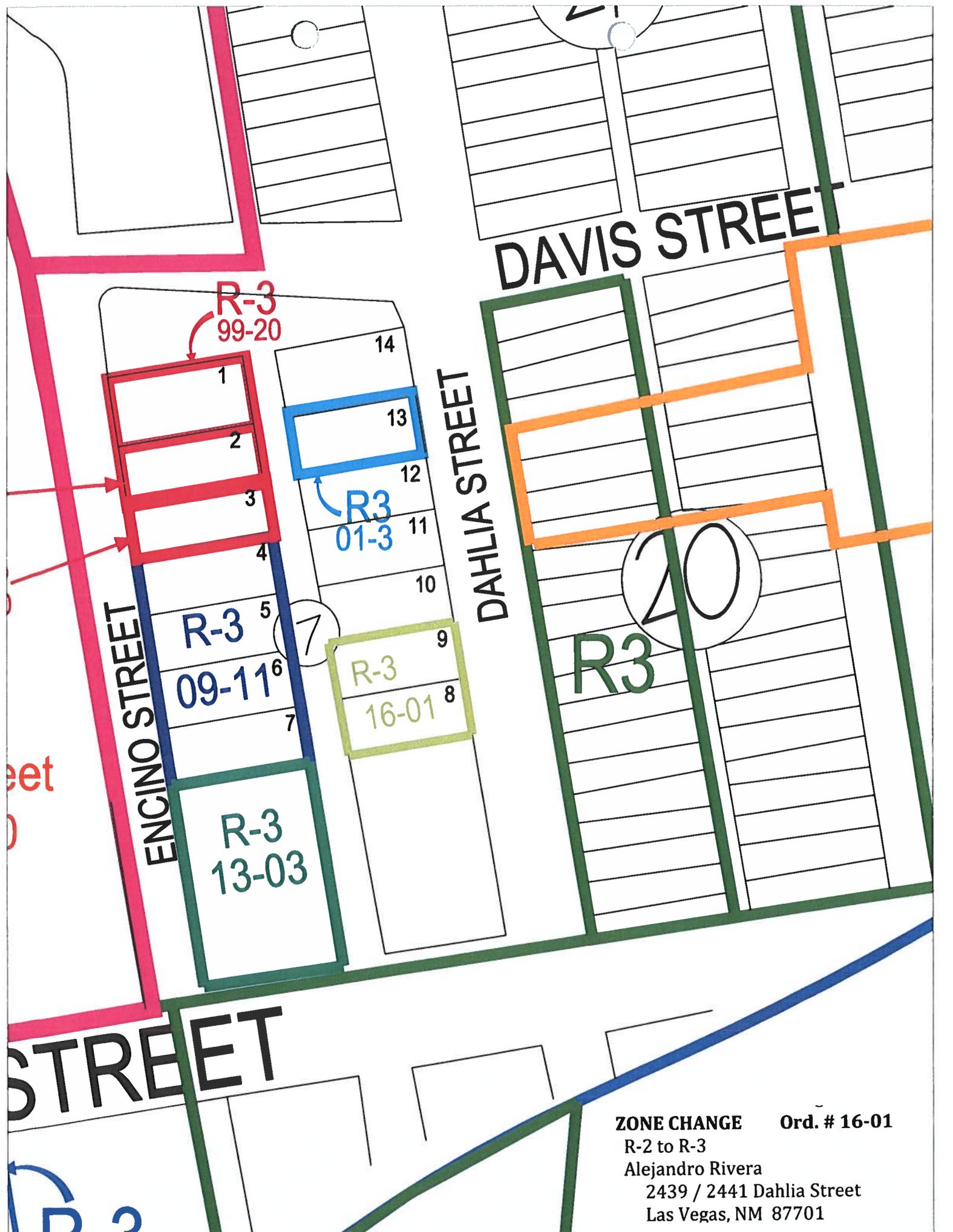
ZONE CHANGE Ord. # 15-01
 C-3 to R-3
 Fernando Roybal
 316-1/2 Chavez Street
 Las Vegas, NM 87701

ANNEXATION Ord. # 15-10

Various Owners - See list
attached to map

Between Airport Rd. & I-25
Las Vegas, NM 87701





R-3
99-20

R3
01-3

R-3
16-01

R-3
09-11

R-3
13-03

R3

20

STREET

DAVIS STREET

DAHLIA STREET

ENCINO STREET

ZONE CHANGE **Ord. # 16-01**
 R-2 to R-3
 Alejandro Rivera
 2439 / 2441 Dahlia Street
 Las Vegas, NM 87701

D 2

STREET

CH R3
78-3

86-16
ZONE CHANGE Ord. # 17-02
R-2 to R-3
Carmen Medina
910 Don Fidel Street
Las Vegas, NM 87701

K

R1
03-20

C1

OTE STREET

O-1 99-8

50

I

R2
85-20

R1 86-38

R-3 17-02

C1

SOUTH PACIFIC STREET

INDEPENDENCE

PELLO STREET

10

R-3
74-49

3

51

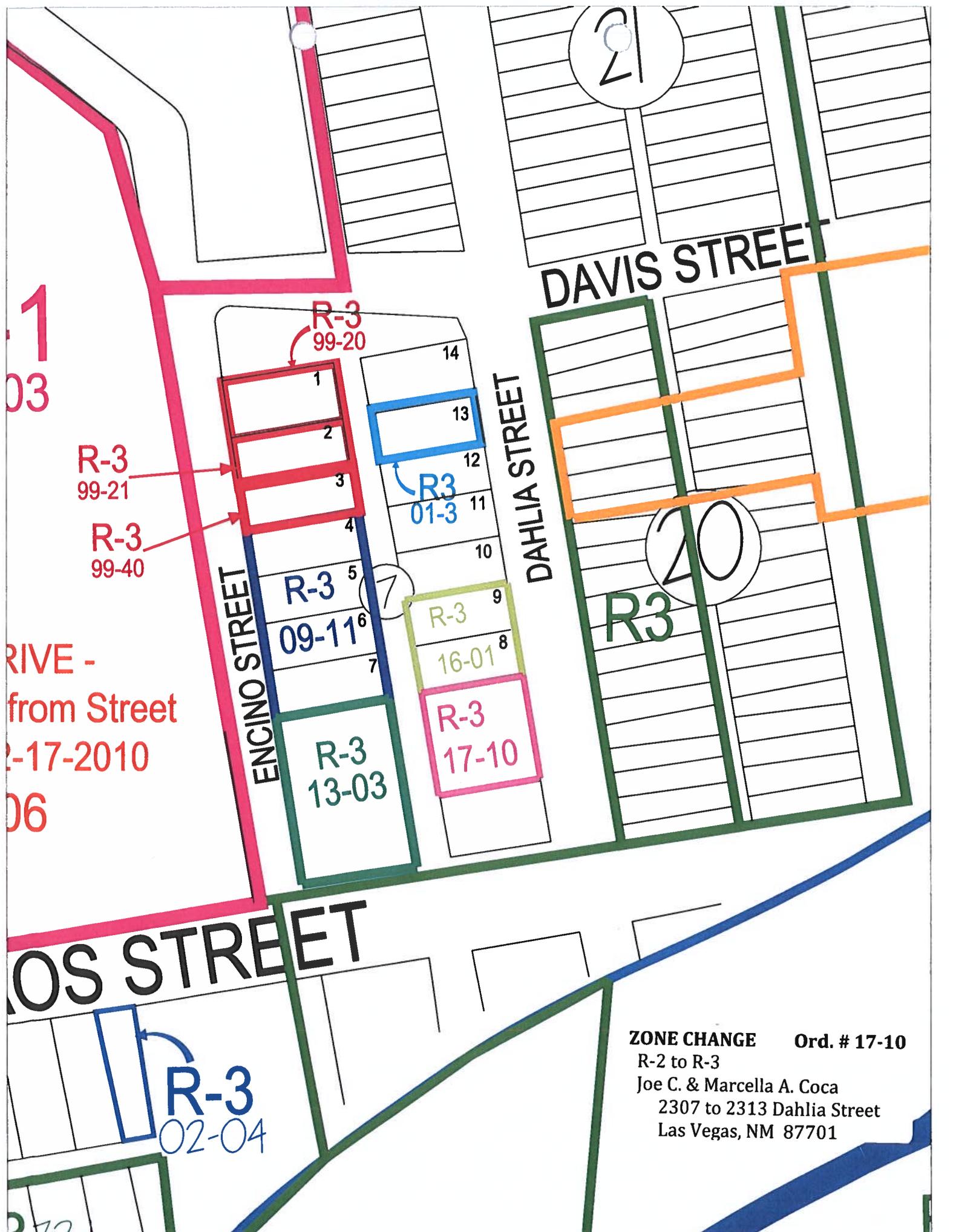
R2

R
83

R3
77-29

9

9



1
03

RIVE -
from Street
2-17-2010
06

R-3
99-21

R-3
99-40

R-3
99-20

R3
01-3

R-3
09-11

R-3
16-01

R-3
17-10

R-3
13-03

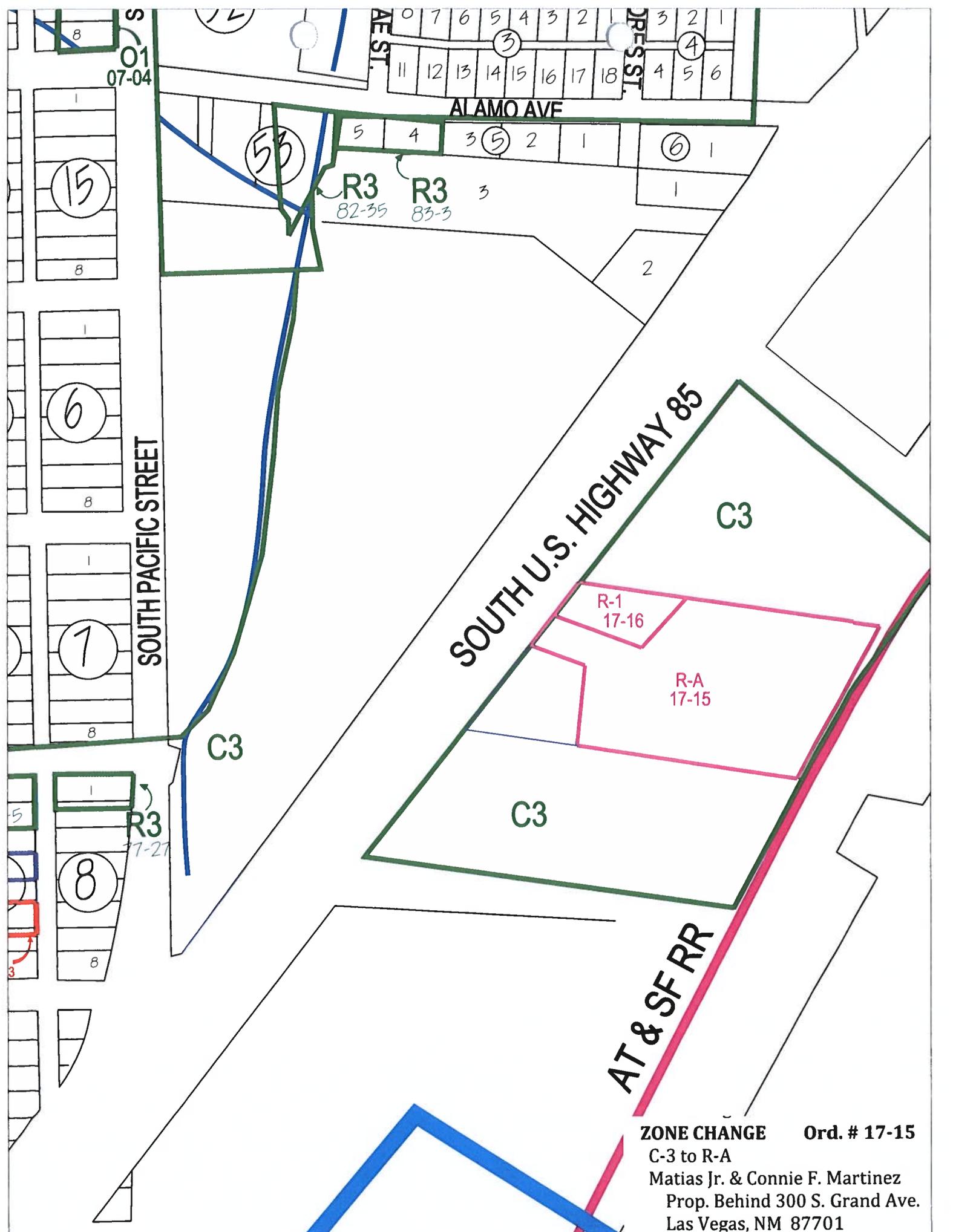
R-3
02-04

DAVIS STREET

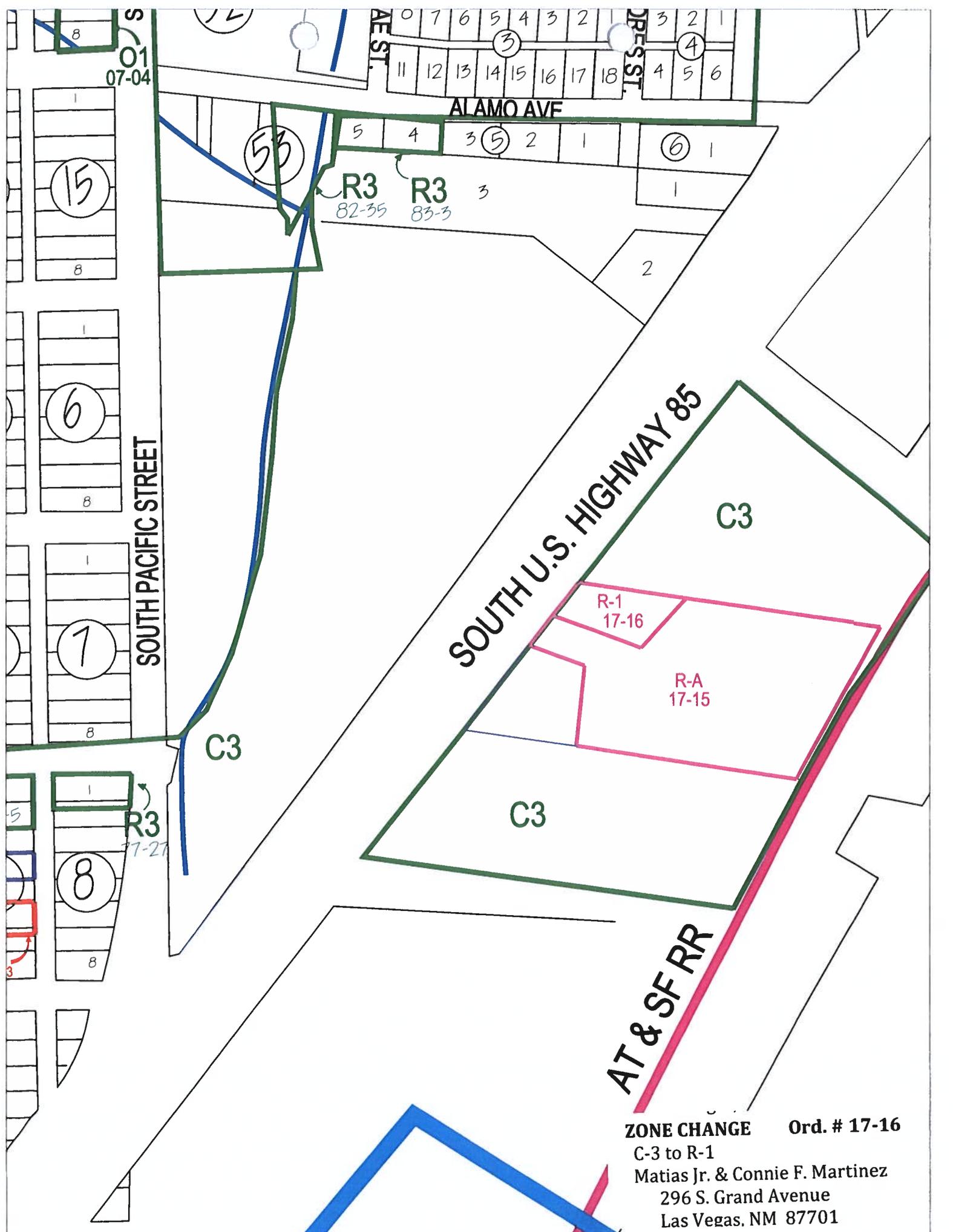
DAHLIA STREET

LOS STREET

ZONE CHANGE **Ord. # 17-10**
 R-2 to R-3
 Joe C. & Marcella A. Coca
 2307 to 2313 Dahlia Street
 Las Vegas, NM 87701



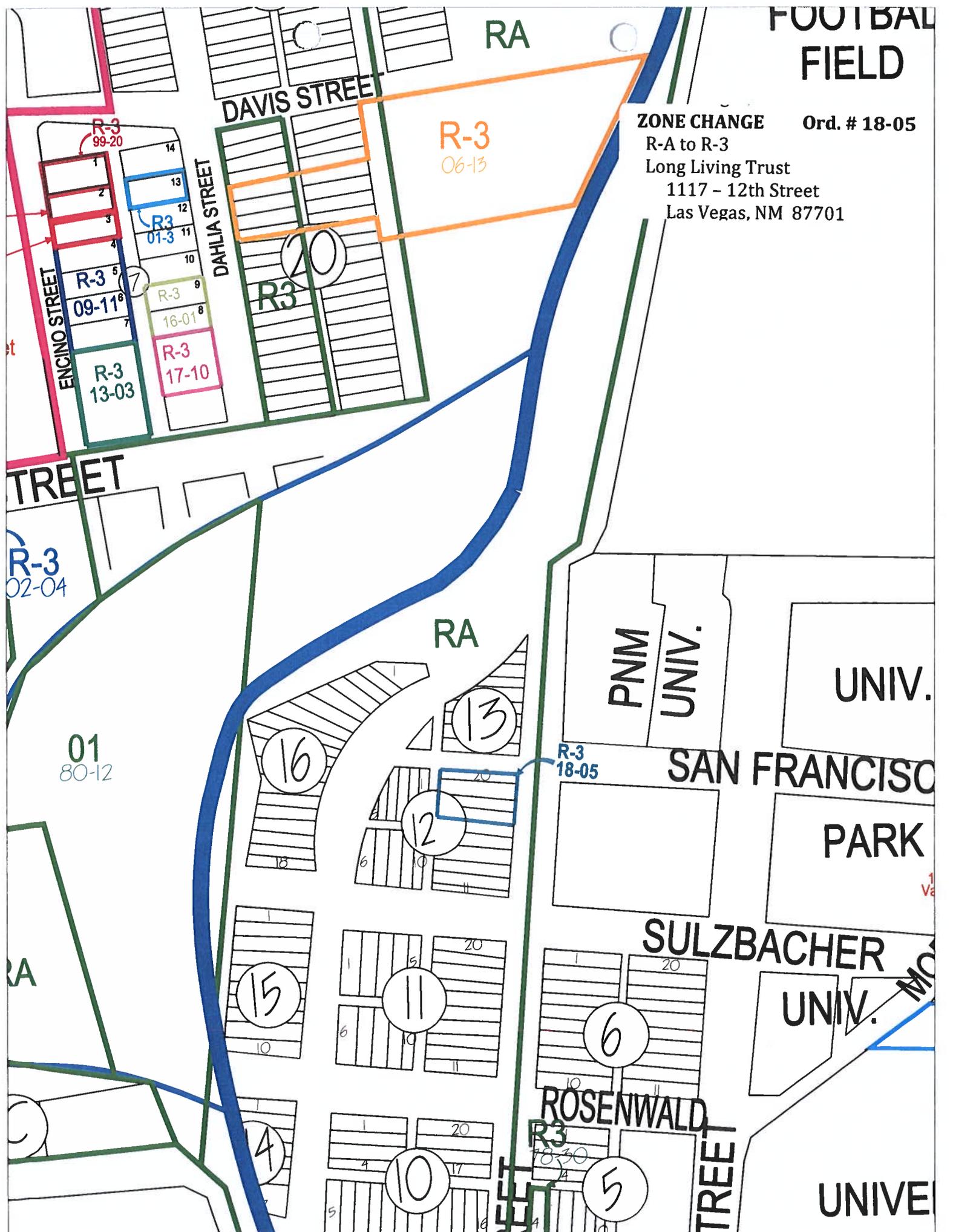
ZONE CHANGE **Ord. # 17-15**
 C-3 to R-A
 Matias Jr. & Connie F. Martinez
 Prop. Behind 300 S. Grand Ave.
 Las Vegas, NM 87701



ZONE CHANGE Ord. # 17-16
 C-3 to R-1
 Matias Jr. & Connie F. Martinez
 296 S. Grand Avenue
 Las Vegas, NM 87701

FOOTBALL FIELD

ZONE CHANGE Ord. # 18-05
R-A to R-3
Long Living Trust
1117 - 12th Street
Las Vegas, NM 87701



OLD NF

C3 73-17

THRUPPS LANE

R-2 18-06

R2

EIGHTH STREET

R2

C1

R1 81-10

MARK DRIVE

KATHRYN DRIVE

ZONE CHANGE Ord. # 18-06

R-1 to R-2

Dolores Sanchez-Sena

2023 - 8th Street

Las Vegas, NM 87701

**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 18-04**

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-2 (MULTI-FAMILY RESIDENTIAL ZONE) TO A C-3 (GENERAL COMMERCIAL ZONE) FOR LOTS 4, 5, 6, 7 AND 8, BLOCK 2, OF THE MIGUEL ROMERO Y BACA ADDITION, ALSO KNOWN AS 2513 HOT SPRINGS BLVD., LAS VEGAS, NEW MEXICO AS REQUESTED BY THE CITY OF LAS VEGAS, (APPLICANT/OWNER).

WHEREAS, The City of Las Vegas, has applied for an amendment to the official zoning map for property located at 2513 Hot Springs Blvd., Las Vegas, New Mexico, for accommodating a Farmers Market, pursuant to provisions of the Las Vegas City Zoning Code §450, and;

WHEREAS, on April 30, 2018, the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone the property located at 2513 Hot Springs Blvd. from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone), and on April 30, 2018 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on May __, 2018, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property located at 2513 Hot Springs Blvd. from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone), and more fully described as follows:

Lots 4, 5, 6, 7 and 8, Block 2, of the Miguel Romero Y Baca Addition

BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.
2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

PASSED, APPROVED AND ADOPTED ON THIS 16 DAY OF May, 2018.

ATTEST:


Casandra Fresquez, City Clerk


Tonita Gurulé-Girón, Mayor

**REVIEWED AND APPROVED
AS TO LEGAL SUFFIENCY ONLY**


City Attorney



The Planning & Zoning Commission/ Board of Adjustment will hold a **PUBLIC HEARING** on Monday, April 30, 2018 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **ZONE CHANGE** from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone) and a **SPECIAL USE PERMIT** for property located at 2315 Hot Springs Blvd., Las Vegas, NM 87701. The purpose of the Zone Change and the Special Use Permit is to accommodate a Farmers Market for residents of the Old Town area in the parking lot. Flea Markets, etc. are not allowed in residential zones. Application(s) were submitted by the City of Las Vegas (Applicant/Owner). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE** request. You may appear at the hearing to enter your testimony in favor or in opposition to the requests. The applicant aggrieved by the decision of the Planning & Zoning Commission, may file a written notice of appeal.

If you require further information, please contact Maria D. Perea, Planning & Zoning Coordinator at (505) 454-1401, Ext. 3279.

CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701

'NOT TO SCALE'



**STATE OF NEW MEXICO
COUNTY OF SAN MIGUEL ✓
FOURTH JUDICIAL DISTRICT**

**FILED
4th JUDICIAL DISTRICT COURT
San Miguel County
10/23/2018 3:24 PM
CLERK OF THE COURT**

JNB

**CORINNA LASZLO-HENRY, ✓
Appellant,**

V.

D-412-CV-2018-365 ✓

**CITY OF LAS VEGAS, ✓
Owner-Applicant, and
Zoning Authority**

FINAL ORDER ON APPEAL

THIS MATTER, having come before the Court for a status conference on October 11, 2018; Appellant, Corinna Laszlo-Henry, having appeared in person, Appellee/Zoning Authority having failed to appear; the Court having reviewed the entire record, and being otherwise fully informed in the premises, FINDS and CONCLUDES:

- 1. This appeal of Las Vegas City Ordinance 18-04, amending the official zoning map of the City of Las Vegas, was filed on June 18, 2018.**
- 2. No record on appeal has been filed by the Zoning Authority pursuant to Rule 1-074(H) NMRA.**
- 3. The failure or refusal to timely file the record on appeal affects the substantive rights of the appellant and the Court's ability to efficiently control its docket.**
- 4. The decision of the Zoning Authority is not supported by substantial evidence.**
- 5. The appeal is well taken.**

IT IS THEREFORE ORDERED:

- A. Las Vegas City Ordinance 18-04, amending the official zoning map of the City of Las Vegas, is REVERSED.**

B. Appellant shall recover her reasonable costs incurred in connection with prosecuting this appeal from the City of Las Vegas.

SO ORDERED.

10/23/18
Date


HON. ABIGAIL P. ARAGON
District Court Judge, Div. II

Submitted,

/s/ Corinna Laszlo-Henry
Corinna Laszlo-Henry
Appellant, *pro se*
P.O. Box 4032
Las Vegas, NM 87701
Tel: (575) 425-1379
laszlohenry@gmail.com

City of Las Vegas.

12

R3
84-20

R3
75-40

C3

PC

R3
98-9

3

R:
99-

SAN MIGUEL ST

R-3
03-09

C-1
04-12

R2

3

4

4

**CITY OF LAS VEGAS
CITY COUNCIL
ORDINANCE NO. 19-01**

AN ORDINANCE ADOPTING THE 2019 EDITION OF THE OFFICIAL ZONING MAP, PURSUANT TO CHAPTER 450, § 450-9 AND § 450-12, OF THE CODE OF THE CITY OF LAS VEGAS, NEW MEXICO, ADOPTED ON FEBRUARY 1, 2011.

WHEREAS, for the purpose related to the orderly development of the City of Las Vegas, New Mexico, and in order to carry out the provisions of the Ordinance, the City is hereby divided into fourteen (14) zones; and

WHEREAS, the establishment of zone boundaries shall be shown and delineated on the **“Official Zoning Map”** of the City of Las Vegas, and shall, upon its final adoption, be made part of the Municipal Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission met on February 25, 2019 and after receiving testimony therein, recommended approval of the 2019 Edition of the **“Official Zoning Map”**; and

NOW, THEREFORE BE IT ORDAINED that the governing body of the City of Las Vegas, New Mexico, hereby **ADOPTS** the **2019 “Official Zoning Map”** of the City of Las Vegas, which also indicates the municipal boundaries of the City.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF _____, 2019.

Tonita Gurulé-Girón, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduño-Montoya, City Attorney