



CITY OF LAS VEGAS
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Mayor Tonita Gurule-Giron

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
November 14, 2017–Tuesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (October 11th and October 16th, 2017)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. **PRESENTATIONS (Not to exceed 10 minutes per person)**
 - Presentation by by Matthew McCarley of Fears Nachawati Law Firm and Matthew Daniel of the Ferrer, Poirot, Wansbrough Law Firm, and former DEA agent, Jonathan Novak, on national lawsuit against the pharmaceutical companies that distribute opioids.

XI. CITY MANAGER'S REPORT

XII. FINANCE REPORT

XIII. CONSENT AGENDA

(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)

1. Approval of Resolution 17-43 Budget Adjustment Resolution.

Ann Marie Gallegos, Finance Director The City of Las Vegas is requesting increases to the FY2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2018 Budget.

2. Approval of Resolution No. 17-40 assigning official representatives and signatory authority for the CWSRF 071 loan agreement with the New Mexico Environment Department.

Maria Gilvarry, Utilities Director This resolution is required by the funding agency to assign representatives and signatory authority for the loan agreement.

3. Approval of installation of high speed pumps at the water treatment filter plant.

Maria Gilvarry, Utilities Director This project is for the upgrade and replacement of electrical and mechanical components for four high service pumps at the water treatment plant. These new components will bring the system into compliance with current industry standards and allow for continued delivery of fresh drinking water into the distribution system and provide adequate pressure to the City's fire hydrants. The current system is aged and has received little modification since installation in 1978-1980.

4. Approval to publish Ordinance No. 17-11 to enter into a loan agreement with the New Mexico Environment Department.

Maria Gilvarry, Utilities Director This loan is for the purpose of obtaining project loan funding for the Waste Water treatment plant lift stations. The principal loan amount is \$350,000 and the subsidy grant fund amount is \$100,000 for a total funded amount of \$450,000.

5. Approval to publish Ordinance No. 17-12 Amending Water Conservation Ordinance.

Maria Gilvarry, Utilities Director This is a Water Conservation Amendment of Ordinance 440-26. To add small personal food gardens to the exceptions on ordinance.

XIV. BUSINESS ITEMS

1. Approval/Disapproval of Las Vegas Police Officer's Association (LVPOA) Lodge No. 20 Collective Bargaining Agreement.

Chris Lopez, Police Commander Approval of changes to LVPOA Lodge No. 20 Collective Bargaining Agreement.

2. Approval/Disapproval of Resolution #17-15 Adopting the updated City of Las Vegas Meadow City Express-Zero Tolerance Substance Abuse Policy.

Pamela Marrujo, Community Services Director Meadow City Express is updating their current policy to reflect updated regulations required by the Federal Transit Administration (FTA) of the US Department of Transportation.

3. Approval/Disapproval to accept revised contract for E-911 Grant.

Juan Montano, Police Chief The Las Vegas Police Department respectfully requests permission to ask for a budget decrease of \$21,500.00 for the Department of public Safety's contract with ISC for maintenance.

4. Approval/Disapproval of Resolution No. 17-44, 2018 Election Resolution (English and Spanish).

Casandra Fresquez, City Clerk As per State Statute §3-8-26, An Election Resolution must be adopted by the Governing Body between 112-84 days prior to an election.

XV. COUNCILORS' REPORTS

XVI. 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.**

XVII. 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, OCTOBER 11, 2017 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ABSENT: David L. Romero

ALSO PRESENT: Richard Trujillo, City Manager
Casandra Fresquez, City Clerk
Corinna Laszlo-Henry, City Attorney
Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor David A. Ulibarri, Jr. asked for a moment of silence for the tragedies going on in California with the wildfires and the devastation going on in Texas and to keep everyone's family in their prayers.

APPROVAL OF AGENDA

City Attorney Corinna Laszlo-Henry proposed the agenda be modified to add two additional items to supplement the minutes from the closed meeting from October 2nd and approval of those minutes, immediately following item five after approval of the agenda.

City Clerk Fresquez advised they need approval of the statement of the closed discussion and the minutes would be on this meeting and come to the next month for approval and just the approval of the statement of the discussion that took place.

Mayor Tonita Gurulé-Girón asked why these items were not added beforehand.

City Attorney Corinna Laszlo-Henry advised to recite into the record that the closed meeting was held, what was discussed and what action took place. Once it is recited into record, it will be on the next meeting for approval.

Mayor Tonita Gurulé-Girón advised they want to amend the agenda and not have it as a consent item.

Councilor Howell advised it is just a statement that will be added in after the approval of the agenda.

Councilor Casey asked if the statement would be read out loud to know what they are approving.

City Attorney Corinna Laszlo-Henry advised correct to discuss what took place during the closed meeting so she motioned to amend the agenda to allow for the statement.

Councilor Howell made a motion to approve the agenda with the amendments stated. Councilor Casey 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 Casey	Yes
Vincent Howell	Yes		

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

STATEMENT OF CLOSED SESSION

City Attorney Corinna Laszlo-Henry advised a closed meeting was held October 2, 2017 at 12:00 p.m., on pending litigation in the matter of Southwest Capital Bank vs. Tony Ortega in the matter of Carmel Mae vs. The City of Las Vegas. The discussion was held and the governing body was present and by consensus granted authority of settlement in both of those matters.

PUBLIC INPUT

Ms. Rose Contreras Taylor spoke about her husband and herself owning a property on 615 Lincoln, and also spoke about the vacant building ordinance. Ms. Contreras Taylor advised at the corner of Railroad and Lincoln the building is completely demolished with no roof. She advised there are pigeons, cats and other animals living in the building. Ms. Contreras Taylor stressed the urgency of addressing this matter that does affect business owners. Ms. Contreras further added that Joseph Jarugaberry is a mechanic next door who has offered to purchase the property in the past. Ms. Contreras advised it is a safety and health hazard due to bare beams and pieces of roof collapsing which is also affecting the shared walls of the other building on railroad.

Ms. Cindy Collins spoke about applauding Levy Lujan Code Enforcement Officer with the City for writing Chapter # 302 to eventually be incorporated as the vacant building ordinance. Ms. Collins advised there are three buildings about to fall down, the east Lincoln and Railroad building, Estella's Café is about to fall down on Bridge Street and the Fran building used to be the central meat market building between El Rialto Restaurant and B3 BBQ, half of the roof is gone and collapsing to the floor. Ms. Collins advised there will be two more breezeways on Bridge Street soon and the beautiful buildings that were built by founders of Las Vegas are going to collapse. Ms. Collins thanked Levy Lujan and Mainstreet applauds this ordinance and the enforcement of it. Ms. Collins advised the Mainstreet contract is on the agenda to approve its renewal for \$35,000. It is \$30,000 in cash and \$5,000 for office space. Ms. Collins advised Mainstreet has brought in \$90,000 to benefit the City of Las Vegas this year and thanked Robert Archuleta for all his help this last year, Fire Chief Montoya with their vote for

Mainstreet organization campaign, Veronica Gentry, and Virginia Marrujo for supporting their effort. Ms. Collins advised the City of Las Vegas is number 6 in the national campaign and is the smallest town in the competition.

Assistant District Attorney Thomas Clayton spoke about supporting the issues on the buildings and the ordinance being drafted. Mr. Clayton's concern was that he and his wife are investing in property around the area he grew up in on Railroad Avenue and the buildings that have historic significant are being neglected. The building he and his wife were investing in was one of those buildings that was months or weeks away from destruction. Mr. Clayton advised his family was blessed with the drought because it did not destroy his building. Mr. Clayton advised the property owners need to address the buildings they have. Mr. Clayton stated the history in the community is what sells the community and motivates property owner. Mr. Clayton thanked the City for their support and respect for his building.

Discussion Items

1. Resolution #17-37 City of Las Vegas Meadow City Express' intent to apply for NMDOT Grant 5311.

Community Services Director Pamela Marrujo spoke about the City's intent to match grant funds they applied for on an annual basis for fiscal year 2019 grant. They got approval for the fiscal 2018 grant but it is an annual process that they take to council every year for approval for the matching funds.

Councilor Howell asked about the funds not being extended and if they would be the same amount as last time and also if it was possible to extend the hours of operation.

Community Services Director Pamela Marrujo advised they cannot extend the hours due to the budget but this match is the same and they continue to utilize.

Councilor Howell asked if there would be an opportunity to ask for more funds.

Community Services Director Pamela Marrujo stated they can ask for more funds but it depends on what the state can grant and at this time it matches what the

state can grant them. Ms. Marrujo advised that they have looked into expanding services outside city limits as currently they are operating inside city limits and it will take collaborating with the county and will look into it in the future.

Councilor Howell complimented the Transportation Department for helping his guests that stayed at his house.

Councilor Casey asked how much the DOT grant was for.

Community Services Director Pamela Marrujo advised there are three separate sections of the DOT grant. There is an administration portion and the state pays 80 percent and the City pays 20 percent, there is the operational fund for drivers and operational expenses and that is split 50/50. Ms. Marrujo also explained that there is the capital side where they purchase vehicles and the state pays 80 percent and the City pays 20 percent. Ms. Marrujo advised this covers the match for all three sections.

Councilor Casey asked where the match for the funds would come from.

Community Services Director Pamela Marrujo advised it would come out of the general fund.

Mayor Tonita Gurulé-Girón advised the governing body when the money comes in to transportation they will be taken out from certain line items.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

2. Review and certification of 2017 Fixed Assets/Inventory.

Finance Director Ann Marie Gallegos spoke about the review and certification of fixed assets/inventory for the City of Las Vegas as of June 30, 2017.

Mayor and Council had various questions regarding the fixed assets and inventory.

Finance Director Ann Marie Gallegos addressed all the questions and concerns.

Mayor Tonita Gurulé-Girón thanked Finance Director Ann Marie Gallegos for her continued dedication to the City of Las Vegas and all the work she does and for putting together the inventory list.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

3. Publication of Ordinance No. 17-08. Amending Municipal Code by adding Chapter 302 Titled; Repair, Closing and Demolition of Dwellings Unfit for Human Habitation.

Code Enforcement Officer Levy Lujan spoke about the ordinance drafted to coincide with state statute 346-43 titled urban development and that statute gives a municipality or code enforcement the enforcement powers to coincide with the state on dilapidated structures or dwellings unfit for human habitation. Mr. Lujan stated that the proposed ordinance will enforce on defecting increase effects of fire hazards and calamities, lack of adequate ventilation, light or sanitation facilities, dilapidation, disrepair, structural defects, overcrowding, inadequate ingress and egress and inadequate drainage. Mr. Lujan stated that there are buildings in historic district and there's concern of properties being torn down and with the proposed ordinance it would coincide with municipal code and the historic buildings and with the ordinance he could either have them repair, alter or remove the shell structure, it would not always have to be to remove or demolish as owners could improve it or secure it until proper funds come in to fix it adequately to open it back up.

Councilor Ulibarri, Jr. asked if the ordinance would apply to residents as well.

Code Enforcement Officer Levy Lujan advised it would as far as the structural defects affecting safety or health concerns.

Councilor Ulibarri, Jr. asked if it would apply to mobile homes as well.

Code Enforcement Officer Levy Lujan advised there would be no limitations to the ordinance, as far as residential goes he likes to stick to the nuisance ordinance that give them the due process as well as this one to correct the violation. Mr.

Lujan advised that with this ordinance they will be looking at vacant buildings and getting the community back up, not in a sense of kicking residents out because they don't have proper conditions but rather help them by using the ordinance.

Councilor Howell asked to provide a list and sample timeline on when a building is addressed regarding the proposed ordinance and how long from start to finish.

Code Enforcement Officer Levy Lujan advised it could take anywhere from one month to a maximum of two months with the ordinance. Mr. Lujan explained in the contents of the notice, the code enforcement officer or officers designated agent in the complaint would be not less than ten days, no more than thirty days and he would make them aware of violations that were present on the property and give them the options either to repair, alter or improve the dwelling and if it was too far dilapidated or un-restorable it would be to remove or demolish. Mr. Lujan further explained that at that point they are given the opportunity to appeal it to district court following state statute and if they were to do that, the process could be extended until district court would give a ruling on it but with the ordinance it wouldn't extend any longer than thirty days.

Councilor Howell asked if he has looked into how long it would take a resident to find a contractor and how long it would take the contractor to complete it.

Code Enforcement Officer Levy Lujan advised the first due process is given ten to thirty day notice and then they are able to go back to the code enforcement officer and give recommendations or what their action plan would be to fix the structure and at that point they are looking at due process and self-compliance than to take over their property.

Councilor Howell asked what if it is not completed by the time they agreed upon.

Code Enforcement Officer Levy Lujan advised at that point the city would be able to move forward with repairing or demolishing the structure, whatever would be necessary to abate the nuisance and the city would follow a lien process on the property.

Councilor Howell asked if the city would take over the property.

Code Enforcement Officer Levy Lujan advised they wouldn't take over the property because it would be the city that would have to maintain it, but instead file a lien on the property until it would be foreclosed on.

Councilor Howell stated it would be a longer process instead of getting it done within thirty days.

Code Enforcement Officer Levy Lujan advised as far as abating the nuisance or hazard on the property that would be the shorter process.

Councilor Howell asked in developing this ordinance was there input from the community.

Code Enforcement Officer Levy Lujan advised he had a lot of people going in to see him that were interested. Mr. Lujan stated he met with the housing advisory committee as well as the president from Highlands and he was concerned on how this ordinance would enforce the overcrowding from the colleges with eight or nine college students living in a 2 bedroom apartment or a building they built in the back of a house and there are a lot of concerns with that. Mr. Lujan added that the cost of living here to find a house was a concern to the housing advisory committee. If they could get a lot of the vacant buildings back up and going again, the cost could possibly go down.

Councilor Howell asked so they are very positive about pursuing it.

Code Enforcement Officer Levy Lujan advised they are.

Councilor Casey asked about the language on page 1, item A, the governing body and adoption of this chapter hereby appoints code enforcement officer to exercise powers as maybe necessary or convenient, what does that mean.

Code Enforcement Officer Levy Lujan advised that part of the chapter was directly taken from the state statute that allows the code enforcement officer to do this.

Mayor Tonita Gurulé-Girón advised to defer the question to City Attorney Corinna Laszlo-Henry.

City Attorney Corinna Laszlo-Henry advised the language did come directly from the state statute and an administrative procedure could allow things to progress a little more informally and get the homeowner in within ten days and to have code enforcement look at the issues with the dwellings and the cost of repair or demolition. However, on the other side of it, there is the dangerous building ordinance and those go before the governing body in the form of a resolution and their decision is appealable at district court. City Attorney Laszlo-Henry added that it does have another side to it taking away from the governing body and more so in an administrative process, so the convenient language is just in the state statute and goes along with the administrative procedures in general and could be amended in form of publication by motion of the governing body.

Councilor Casey advised she was fine with the state statute but just because it is a state statute doesn't mean it is the right thing, and does have a problem with the word convenient, and if it is going to remain in the ordinance then perhaps have a section with definitions for terms such as convenient because convenient can mean anything. Councilor Casey also pointed out Items 4 and 5 as the language says to appoint and fix the duties of any officer, agents and employees as a code enforcement officer deems necessary and to delegate any functions and powers under the ordinance to officers, agents and employees. Councilor Casey asked if there could be a definition for officers, agents and employees, so they know exactly who will be doing what because it is not clear as to whom those people are. Councilor Casey pointed out several other concerns in the proposed ordinance.

Mayor Tonita Gurulé-Girón advised she was concerned about the ordinance but was assured that it was discussed and worked on with the city attorney and added that those concerns for the residential homes and living conditions would need to be addressed and understands the biggest issues were dilapidated buildings. Mayor Gurule-Giron stated that it may not be in the best interest to move forward until taking a better look at the proposed ordinance and bring it back once all the concerns are addressed.

City Manager Richard Trujillo advised about the importance of having a new ordinance and that the public fully understands what will be enforced. City Manager Trujillo recommended that we bring the City of Albuquerque to present to Mayor and Council as they can answer questions and concerns since they have addressed these same issues.

Councilor Howell asked what the timeline would be to bring back the proposed ordinance.

City Manager Richard Trujillo advised hopefully in a couple of months and added that the ordinance is tough but if it doesn't get done there are going to be people who take care of their buildings and will be impacted by the ones who don't. The City needs to step forward and start addressing it the right way in assuring that everyone is well educated of what the ordinance entails.

Mayor Tonita Gurulé-Girón advised if they look at this ordinance very carefully and insure legal is working on it and get public input, then it can be brought back to Council for consideration.

City Manager Richard Trujillo stated Code Enforcement officer Levy Lujan has taken on the challenge and they need to help him get there.

Councilor Howell asked if they will see it this year.

City Manager Richard Trujillo advised they would.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to remove it from the agenda.

4. Resolution 17-39 in support of the Biennial Memorandum of Understanding (MOU).

City Manager Richard Trujillo spoke about entering into a MOU every year with the State and Mainstreet.

Councilor Casey advised she has no problem with it except for line 2 at the first whereas historic commercial core consisting and what it meant.

City Manager Richard Trujillo advised it should have been core and spacing between.

Mayor Tonita Gurulé-Girón advised she had concerns about the language and spelling.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

5. Infrastructure Capital Improvement Plan (ICIP).

City Manager Richard Trujillo spoke about the ICIP Mayor and Council approved last year and the only difference was bumping public facilities upgrade improvements to number 5 and added that DFA is going to re-due the whole format and will request using Las Vegas as a pilot to get a better understanding of the ICIP projects.

Mayor Tonita Gurulé-Girón advised it was formatted that way so municipalities would not just arbitrarily bump something up without the council and governing body's approval.

City Manager Richard Trujillo advised they would not change it unless otherwise approved by Mayor and Council and pass it on to them and they would choose the importance of the projects. City Manager Trujillo explained that the public works building was bumped up because it's losing the roof and structure and in order to get the funding it had to be on the top ten to qualify.

Mayor Tonita Gurulé-Girón advised about prioritizing by emergencies.

City Manager Richard Trujillo advised everything had stayed the same since last year and explained that Waste Water collection system is the infrastructure of the waste water, public safety vehicle is still at the top of the list, the raw water conveyance system is the main transmission line that brings water into reservoirs, the mobile data communications are hot spots to provide Wi-Fi to police officers and replacement of gas transmission line. City Manager Trujillo added that everything stated was what was approved last year.

Mayor Tonita Gurulé-Girón asked how it will come back to council for the infrastructure for approval of moving to number 5 and advised bringing it to the next council meeting for approval with a letter from DFA about the item being discussed and the item being moved up once the resolution has been passed by the council.

Councilor Casey asked what happens to the other items listed.

Mayor Tonita Gurulé-Girón advised they drop accordingly.

Mayor Tonita Gurulé-Girón advised not placing on consent agenda but placing it as a business item for the next meeting.

6. WH Pacific, Inc. task order for Mills Utility Building phase 1.

Utilities Director Maria Gilvarry spoke about design, bidding, and construction administration of only phase 1 of the Mills utility building. She got estimates for 3 phases; phase 1 is the minimum they need to do to make the building safe and a customer service building and it would be set up for cashiers, billing and be a safe environment with cameras and security doors and have a proper HVAC system. Utilities Director Gilvarry added that Phase 2 would have an additional back office area that is not required for the number of employees moving there but is not necessary at this time and Phase 3 is to possibly move in the municipal court. All three phases are included but is only requesting to move forward with phase 1.

Councilor Casey asked where the roof repairs were for the phases.

Utilities Director Maria Gilvarry advised the roof was damaged during the hail and the insurance company is handling the assessment and the repairs that will not be included will be pulled out of the project. They anticipated doing repairs prior to the damage but when the hail caused the damage they considered going through the insurance company for that.

Councilor Casey asked what line items the cost will come out from.

Utilities Director Maria Gilvarry advised they will come out of utilities and each division such as utility admin, water, waste water, solid waste and she forgot to budget for gas so that will take a bigger amount and is budgeted for.

Mayor Tonita Gurulé-Girón stated the City had already paid for phase 1 of the building, so what is the difference.

Utilities Director Maria Gilvarry advised the original project was looking at using the existing lobby and build off of it, but it was not designed very well to maximize the use of it for billing, customer service and cashiers and is relocating some of the offices and adding a safety glass to create a safer environment for the staff. It's a different design and scope of work then the previous scope was.

Mayor Tonita Gurulé-Girón asked how many customer service units they will have.

Utilities Director Maria Gilvarry advised there will be four customer service, three cashiers, billing and a locked door so customers and employees will be safe. There is a larger open area for customers to sit and wait comfortably who need assistance with cashier, customer service and billing.

Mayor Tonita Gurulé-Girón asked on the first initial phase what the total cost was.

Utilities Director Maria Gilvarry advised she believed there were three different cost estimates around \$15-18,000.

Mayor Tonita Gurulé-Girón asked what the total cost of the project was.

Utilities Director Maria Gilvarry advised she would have to go back and look.

Mayor Tonita Gurulé-Girón stated the total was around \$49-50,000.

Utilities Director Maria Gilvarry advised that was when they weren't going to do many modifications.

Mayor Tonita Gurulé-Girón stated the new phase is at \$54,000 and the other one was around \$40-50,000, so they could not have captured that in the first design phase.

Utilities Director Maria Gilvarry advised the engineering phase cost of the previous one had a large variation and the scope of work was not very clear and this one is much more defined with twenty three different individual tasks.

Mayor Tonita Gurulé-Girón advised her recommendation was to not put this on the consent agenda and Mrs. Gilvarry come back with the actual costs and complete breakdown and explain in detail the varying differences between the first one and this one because they are paying twice.

Councilor Casey asked what would happen to the old building once they move into the new one.

Utilities Director Maria Gilvarry advised the current building will remain as a service building with construction and maintenance crews and service crews for gas and water.

Mayor Tonita Gurulé-Girón advised not placing on consent agenda but placing it as a business item for the next meeting.

7. Award request for proposals #2018-01 for engineering services for the water treatment plant to Molzen Corbin & Associates and Bohannon Huston and enter into agreements.

Utilities Director Maria Gilvarry spoke about advertizing for proposal for engineering services to assist the water treatment plant with potential projects. They had five proposers, of those five proposers Molzen Corbin and Bohannon Huston ranked the highest and is requesting council approval to award them this proposal. If any minor projects come up they will bring them back to council for approval.

Mayor Tonita Gurulé-Girón asked if they will be using both proposers.

Utilities Director Maria Gilvarry advised they do and some projects have already started, if there is already an existing project then the engineer has designed and

taken it up to construction and will continue with that particular project. If it's a brand new project then they go back and forth between engineers.

Mayor Tonita Gurulé-Girón asked if they have already started then it's a continuation of their contract.

Utilities Director Maria Gilvarry advised it will be a continuation of their task orders.

Mayor Tonita Gurulé-Girón advised to be careful how that ties in so it's not a violation of procurement. She has a concern for that one as well and recommends meeting with the Finance Director and City Attorney and make certain there is not conflicting issues or violations in procurement.

Utilities Director Maria Gilvarry advised there are zero projects being engineered at the water treatment plant, except for Alfa Southwest for the disinfectant equipment.

Mayor Tonita Gurulé-Girón asked what projects other engineering firms have that are currently open and going to have a continuation of any projects.

Utilities Director Maria Gilvarry advised there are none at the water treatment plant, Souder Miller is working on the Bradner Inlet, AECOM is working on Bradner and Peterson, Cinder road is under construction, Repair of Storrie Lake MBF line, but none that tie into the water treatment plant.

Mayor Tonita Gurulé-Girón advised in the future anything that is tied into a continuing project must have floor approval by the council and must be clear about the process and also to run it through the Finance Director for procurement to ensure there will be no conflict.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

8. Award request for bid #2018-07 for the City of Las Vegas FEMA flood repair project to New Image Construction.

Utilities Director Maria Gilvarry spoke about requesting to award bid to New Image Construction for repairs to city facilities, the diversion, pipe crossing, the skating pond and the said basin. There were two bidders, New Image Construction and TRC Construction and the engineer did a bid evaluation and recommended that one of the bidders had not done the calculations correctly and that they be considered a non responsive bidder and even if they were considered a bidder, New Image Construction's cost were lower.

Councilor Casey stated TRC Construction bid for lot 2 was \$483,116.40 and New Image Construction was \$193,300, and to explain what lot 2 was.

Utilities Director Maria Gilvarry advised lot 2 is the Raw Water pipe bridge structure that crosses the Gallinas River by the diversion; there is a crack in the concrete by the piping and potential damage to the piping that needs to be addressed. There is an alternative for site 2 the contractor inadvertently included that and we take the price that the bidder put and they included the alternate in with the base bid which is why the price was higher.

Councilor Howell asked if New Image Construction had done jobs with the city and when was the most recent one and how was the job.

Utilities Director Maria Gilvarry advised they worked on Taos street crossing where they fixed the leak on the Taos line and now they've been able to be online and hadn't been able to do so in years.

Mayor Tonita Gurulé-Girón asked what GRT was paid by the contractor.

Utilities Director Maria Gilvarry advised they will pay; the base bid does not include GRT, but will pay the Las Vegas rate.

Mayor Tonita Gurulé-Girón advised concerns because they come in and don't include the GRT in their base bids.

Utilities Director Maria Gilvarry advised the engineer and the contractor are required to pay the rate where they are doing the work.

Mayor Tonita Gurulé-Girón asked about the alternate bid, the bid was exceptionally low and a lot of the time bidders will come in at a very low rate and then kill us with the alternate bidding, and who will monitor that.

Utilities Director Maria Gilvarry advised they will monitor that and may not do the alternates for two reasons, being how much they budgeted for and FEMA is paying 75 percent of it.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

9. Award request for proposals #2018-08 for engineering services for raw water transmission lines to WH Pacific and Molzen Corbin and enter into agreements.

Utilities Director Maria Gilvarry spoke about requesting to award the proposal for engineering services for raw water transmission lines and the two companies that ranked the highest were WH Pacific and Molzen Corbin. This is the raw water transmission line between the diversion and Peterson and anything done there will be done in phases over a several year period.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

10. Awards request for proposals #2018-09 for engineering services for Taylor Well Field planning, design, and construction to Molzen Corbin & Associates and enter into agreement.

Utilities Director Maria Gilvarry spoke about requesting to award the proposal for engineering services for Taylor Well Field, there were three proposers and Molzen Corbin ranked the highest in the evaluation.

Councilor Howell advised they had not had any discussion on Taylor Well Field in a while so what was the reason for bringing it up again.

Utilities Director Maria Gilvarry advised Taylor Well 4 pump has been having some issues and they need to maintain it so it stays operational and ready to run at any time.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

11. Award request for proposals #2018-11 for engineering services for leak detection planning, design and construction to Molzen Corbin & Associates and OCCAM Engineers and enter into agreements.

Utilities Director Maria Gilvarry spoke about requesting to award the proposal to both proposers for engineering services for leak detection planning, design and construction. There were two proposers Molzen Corbin and OCCAM Engineers.

Councilor Howell asked what they have been using to identify leaks in the past.

Utilities Director Maria Gilvarry advised a few years ago a sub contractor came out to do sonar work and assessment of lines and provided them with a list of potential leaks and are working on that list of leaks. Every few years they will need to go back and assess for new leaks.

Councilor Howell asked if they currently have leak detection equipment for the city.

Utilities Director Maria Gilvarry advised they do have a system that they can walk around with a cone and listen for a leak, but it's in the City's best interest to hire professionals with much better equipment to locate leaks.

Councilor Casey advised constituents are finding leaks everywhere and she is happy there will be technology to help us find those leaks.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

12. Award request for proposals #2018-12 for engineering services for effluent system planning, design and construction to Molzen Corbin & Associates and enter into agreement.

Utilities Director Maria Gilvarry spoke about requesting to award the proposal for engineering services for effluent system planning, design and construction to Molzen Corbin. They had three proposers Molzen Corbin, Souder Miller and Bohannon Huston and Molzen Corbin ranked the highest. Utilities Director Gilvarry stated this project will help get effluent to city parks and other areas.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

13.Award Bid #2018-13 to acquire Snow Removal Equipment for the City of Las Vegas Municipal Airport.

Public Works Director Veronica Gentry spoke about requesting award bid to acquire Snow Removal Equipment for the City of Las Vegas Municipal Airport. Two offers submitted a bid and MB Companies was the lowest bid and met all specifications and requirements per FFA criteria and the bid amount was for \$452,000.

Mayor Tonita Gurulé-Girón asked if a representative was present.

Public Works Director Veronica Gentry advised there was a representative from WH Pacific if questions need to be answered.

Councilor Casey asked what snow removal entails that it costs so much.

Public Works Director Veronica Gentry advised it's a piece of equipment that needs to meet certain specifications due to runways for airports and will only be utilized for the airport only and is based on FAA requirements.

Councilor Casey asked if whoever is removing the snow would be trained on that equipment.

Public Works Director Veronica Gentry advised yes the airport manager and the airport technician will be trained, and they also enrolled to take their CDL class A through workforce solutions.

Councilor Casey asked if there is a place the equipment will be stored from harsh elements.

Public Works Director Veronica Gentry advised yes at their SRE building at the airport.

Councilor Ulibarri, Jr. asked about how often do planes come and go.

Public Works Director Veronica Gentry advised they have hospital emergencies and they average in the winter month's four planes that come in during the day and regardless the runways have to be cleared.

Mayor Tonita Gurulé-Girón asked why the alternate amount was not included in the base bid.

Public Works Director Veronica Gentry advised the alternate was not included until after the fact when FAA reviewed the requirements of the equipment itself and required they add the alternate.

Mayor Tonita Gurulé-Girón asked how much is being paid by the city.

Public Works Director Veronica Gentry advised \$28,000 is from the state aviation, \$28,000 from the City of Las Vegas general fund and \$506 from the FAA state aviation grant.

Mayor Tonita Gurulé-Girón asked what the pleasure of the board was and they all agreed to place on consent agenda.

EXECUTIVE SESSION

City Attorney Corinna Laszlo-Henry advised there was a need for executive session for pending litigations against Southwest Capital Bank and Tony Ortega. No action is needed just discussion.

Councilor Casey made a motion to go into Executive Session to discuss matters subject to the attorney client privilege pertaining to threatened or pending litigations in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of New Mexico Open Meetings Act, NMSA

1978. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

RECONVENE INTO REGULAR SESSION

Councilor Casey made a motion to reconvene into regular session after being in executive session to discuss matters subject to the attorney client privilege pertaining to threatened or pending litigations in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of New Mexico Open Meetings Act, NMSA 1978. During executive session no decisions were made and no vote was taken. Councilor Ulibarri, Jr. 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		

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

ADJOURN

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

Barbara Casey	YES	David A.Ulibarri, Jr.	YES
Vincent Howell	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 REGULAR MEETING HELD
ON MONDAY, OCTOBER 16, 2017 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Richard Trujillo, City Manager
Casandra Fresquez, City Clerk
Corinna Laszlo-Henry, City Attorney
Juan Montano, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell asked for a moment of silence to remember our community members who had recently passed away and also for the families who had lost loved ones in Santa Rosa, California.

APPROVAL OF AGENDA

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

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

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

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for September 13th, September 20th and September 25, 2017 with corrections made, and thanked City Clerk Fresquez for expediting the corrections to the minutes. 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
David L. Romero	Yes	Vincent Howell	Yes

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón reported that there would be some changes being made regarding committee appointments due to some resignations and advised they would be brought to Council at a later date.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Gurulé-Girón took the opportunity to recognize with grateful appreciation, Estolano "Stolie" Chavez for his many years of dedication and service to the City of Las Vegas from August 2, 2003 through September 29, 2017. Mayor Gurulé-Girón congratulated Mr. Chavez on his achievement in retiring and for all his hard work.

PUBLIC INPUT

Bruce McAllister stated that he felt that the community was not hearing what was going on in the City and that the City should be more pro-active in getting the

news out with the good things they are doing and what they plan to do. He stated that the City needed to do a better job.

Beth Urech spoke about the promotion and of the hopes in winning the \$150,000.00 contest which would help in refurbishing the E. Romero Fire House and stated that it would be valuable to receive the publicity from American Express and National Geographic for a year and that it would increase tourism and the economy in Las Vegas. Ms. Urech suggested we vote as teams of five and asked the community to encourage family and friends to vote and asked the Governing body to be team leaders, producing twenty five votes a day with the help of family and friends, setting the example for the community.

Wid Slick reported that the average daily votes for the contest were 1500 a day and that if 60 teams were added it would add 1500 votes a day which would put Las Vegas even with the first placed city in the country. Mr. Slick informed that Albuquerque was getting behind Las Vegas, with promotional ads and informed that Clear Channel Outdoor Company in Albuquerque would be giving the City \$5,800.00 of free contest advertising on Albuquerque electronic billboards. Mr. Slick stated "with what we can buy in addition to that for a fairly reasonable amount, we can generate 1,500,000 media impressions a day and that if those 1,500,000 media impressions have a .5% return; we would have another 2,500 votes a day, which would be enough to bring the city closer to winning the contest".

PRESENTATIONS

Tree Board Committee member John Spencer spoke about the Tree Board and some of the things they hope to accomplish, he advised that parks were an important community resource in Las Vegas providing space where people can gather for picnics, community celebrations, baseball games and much more, overall improving the quality of life. Mr. Spencer reported the three basic goals of the Tree Board which include:

1. Improving the safety of the community forests (Street and Park Trees) Removal of hazardous older trees and limbs
2. Preserve & Enhance Trees (Renew the Forests)
3. Provide the community with places to enjoy nature, a place for refuge and respite

Mr. Spencer gave a detailed report recognizing and thanking all the Tree Board members who were all volunteers which included: Consuelo Gallegos (CLV), Shannon Atencio (NM State Forestry Division), Tom Lamberth (Arborist) Frances Martinez (Tierra Y Montes Director), Steve Reichert (Tierra Y Montes Project Facilitator), Gerald Romero (Project Facilitator), Tammy Parsons (NMSU Mora Tree Research Station, Paul Stagner (Retail Nursery Experience), Elizabeth Gardner (ISA Certified), Nancy Lippy (Interested Citizen, Secretary) and himself (Retired Biologist and Interested Citizen).

Mr. Spencer briefly reported on District Tree Survey training and took the opportunity to thank Councilor Ulibarri, Jr. for recently attending a Tree Board meeting and encouraged Council to nominate a Council member to the Tree Board. Mr. Spencer complimented the City of Las Vegas, Streets and Parks Departments for their hard work and commitment regarding tree removal and to the health and vitality, longevity of the community forests and wanted to thank City Manager Trujillo for his participation and contribution to develop Ruappears Park many years ago at the time he was Utilities Director.

Tree Board member Tom Lamberth presented several awards which included the City of Las Vegas with the Tree City USA Award from the Arbor Tree Foundation.

Paul Cassidy with RBC Capital Markets gave a lengthy detailed report regarding the financial status of the Water Utility which included:

-Water Utility:

Current Status of Water System Debt

-Water Project Capital Plan:

Capital Expenditures

Water Projects

Specific Water Projects

-Utility Revenues, Expenses and Outstanding Debt:

Utility Net Revenues, Outstanding Debt and Coverage

Aggregate Debt Capacity-All Liens Basis

New Debt Capacity-All Liens Basis

-Outstanding Utility Debt:

Outstanding Senior Lien Debt Service

Outstanding Subordinate Lien Debt Service

Outstanding All Liens Lien Debt Service

-Revenue Bonds for Water Utility Projects:

Bond Legislation to Finance Utility Projects

Imposed vs. Authorized-City of Las Vegas (as of July 1, 2017)

Monthly GRT Collections FY2017

Monthly GRT Collections FY2016

-Weekly Municipal Market Update:

Long-Term Market

Municipal Market Fund Flows

Current Municipal Market Conditions: "AAA" MMD

Bond Buyer 20 General Obligation Bond Index

Bond Buyer Revenue Bond Index

**** A detailed copy of report may be obtained at the City of Las Vegas City Clerk's Office***

Councilor Howell thanked Mr. Cassidy for the detailed report and asked if the City was to bond out 12 million dollars, how much more funding would be needed to complete the projects listed.

Mr. Cassidy informed that the City currently had sufficient rates and charges in effect to do approximately 12 million dollars in debt although he stated "if you do that you're recommitting to a recurring payment for principal and interest for 22 years".

Councilor Howell advised that after reviewing the report more thoroughly he would address the questions to Finance staff.

Mayor Gurulé-Girón addressed Mr. Cassidy, stating that RBC was asking that the City have a 12 million dollar capacity on the rate structure and advised that Mr. Cassidy reported that if the City went with the current 12 million dollar rate structure that essentially the City would not have enough money to prioritize and fund the important and critical projects for the City unless we increase our rates again.

Mr. Cassidy advised that that was correct or to find an alternative source and advised that the Utilities staff had done a great job in obtaining as much grant money as possible and stated that sometimes you need to preserve some of your bonding capacity in order to complete the grant loan projects.

Mayor Gurulé-Girón stated that she felt that possibly the Council and the community might be confused regarding the City having the 12 million dollar capacity at this time without further increases in the rate structure which she felt was incorrect.

Mayor Gurulé-Girón stated that the City would have to go out to consultants to increase rates in order to complete critical projects. She informed she was making a bold statement in regards to the community not being able to afford an increase at this time and that it was her opinion and hoped Council was listening to her statement and felt the previous rate increase in 2012 was quite steep.

Mayor Gurulé-Girón stated that she heard daily from constituents, the impacts of the increase and added that everything said today with regards to loss of demographics in the area, she did not foresee an increase in rate structure and that it was an issue that should be brought with public input. She stated that she had previously voted against the rate increase imposed due to knowing that there should have been a rate structure that was a little “softer” on the economy. Mayor Gurulé-Girón stated that her other concern was the debt service and being red flagged on the Moody’s report regarding the debt service being too high and added that she did not know if the City was in the position of not affording another rate increase although it would be up to Council to make the decision of bringing another rate increase to the community and stated that she appreciated the comprehensive report and hoped that Council would review the report carefully and that bringing in the Moody’s report next time would be beneficial.

Mr. Cassidy advised that the Moody’s report was dealing with the General fund debt as opposed to the Water Fund although stated that he could provide a report that focused more on Utility.

Discussion took place regarding coverage requirements and Utility Net Revenues available for debt service.

Councilor Howell asked what the timeline would be on critical projects getting completed.

City Manager Trujillo advised that critical projects needed be completed within 5-10 years if not, the integrity of our system would be compromised and added that it is best to complete them sooner than later.

City Attorney Corinna Laszlo-Henry stated to Mr. Cassidy, regarding the City's current debt service amount and asked if the City was to max out, where would the annual debt servicing approximately fall (all loans and no grants).

Mr. Cassidy stated that it would be approximately \$900,000.00 and explained "if you are going to take your annual fixed recurring expenses from \$129,000.00 to the \$900,000.00 level and that gives less flexibility in terms of being able to have cash available to deal with critical projects".

CITY MANAGER'S REPORT

City Manager Trujillo reported that he did not have a Manager's Report at this time although will present on the targets discussed at the City's Retreat at the next Regular meeting.

FINANCE REPORT

Finance Director Ann Marie Gallegos presented the Finance Report for the month ending September 30, 2017 reporting that General Fund revenue was at 23% and mentioned that property taxes would be coming in December and January and reported that the expenditures total was at 22%. Finance Director Gallegos added that all departments were staying within the 24% of expenditures.

Finance Director Gallegos reported that the Recreation Department revenue total came to 21% and expenditures were at 22% and added that they are being cautious on expenditures and focusing on programs to bring up revenue.

Finance Director Gallegos advised that the Enterprise Funds revenue was at 21% and that the expenditure total was 19% with continuous monitoring of expenses.

Mayor Gurulé-Girón had a question regarding the 46% Capital Outlay Expenditure Comparison for the Recreation Department.

Finance Director Gallegos informed that it was due to need of purchasing equipment and chemicals for the swimming pool at the beginning of the year.

Finance Director Gallegos addressed questions asked by Council regarding fixed assets and informed that there were 35 laptop computers purchased for police vehicles which cost close to \$36,000.00. and also explained that the unidentified vehicle was a trailer at Solid Waste and advised Councilor Ulibarri, Jr. that she was reviewing the DFA report on the vehicles for a more definite answer.

Mayor Gurulé Girón asked on the depreciation value on the laptops purchased for the Police Department.

Finance Director Gallegos advised that the laptops were purchased in 2013 so the accumulated depreciation was \$521.00 the current depreciation is at \$202.00 annually the net value is at \$286.00 using the straight line rate for depreciation over a 5 year period.

City Manager Trujillo took the opportunity to give praise to each department for working very hard in staying within their budgets and spending had decreased.

City Clerk Fresquez read the consent agenda in to the record as follows:

CONSENT AGENDA

1. Approval of Resolution 17-37 City of Las Vegas Meadow City Express' intent to apply for NMDOT Grant 5311.

Resolution 17-37 was presented as follows:

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
RESOLUTION NO. 17-37**

**AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE NEW
MEXICO DEPARTMENT OF TRANSPORTATION TRANSIT AND RAIL
DIVISION FOR A PUBLIC RURAL TRANSPORTATION GRANT**

WHEREAS, the City of Las Vegas Meadow City Express was designated a public rural transportation system in 1995; and

WHEREAS, since that time the City of Las Vegas Meadow City Express has applied for NMDOT Transit and Rail monies to assist with administrative, operating and capital expenses on an annual basis; and

WHEREAS, the City of Las Vegas matches the NMDOT Transit and Rail monies at a ratio and intends to match the monies in the amount of \$113,895; and

WHEREAS, the City of Las Vegas Meadow City Express intends to submit an application for FY 2019 Section 5311 Public Transportation Grant; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Las Vegas, that the City of Las Vegas hereby authorizes the submittal of an application to the New Mexico Department of Transportation Transit and Rail Division for a Section 531 Public Rural Transportation Grant.

PASSED, APPROVED AND ADOPTED by the Governing Body, this _____ day of October, 2017.

Signed:

ATTEST:

Mayor Tonita Gurulé-Girón

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Corinna Lazslo-Henry, City Attorney

2. Approval of certification of Fixed Assets/Inventory for FY2017 as per Section 12-6-1 NMSA 1978 through 12-6-14 NMSA 1978 Article 6 Audit Act.

3. Approval of Resolution 17-39 in support of the Biennial Memorandum of Understanding (MOU).

Resolution 17-39 was presented as follows:

CITY OF LAS VEGAS

COUNCIL RESOLUTION # 17-39

**RESOLUTION
SUPPORTING A PUBLIC-PRIVATE ECONOMIC DEVELOPMENT MAINSTREET PROJECT**

WHEREAS, the City of Las Vegas supports the revitalization and economic re-development of its historic commercial core consisting of the three historic downtown commercial districts of Bridge Street/Plaza Park Historic District, Sixth Street/Douglas Avenue Historic District and Historic Railroad District, Hereinafter referred to herein as "Mainstreet; and

WHEREAS, the City of Las Vegas desires to maintain an economically vital and vibrant Mainstreet for its residents, visitors and tourists; and

WHEREAS, the City of Las Vegas sees an economically healthy Mainstreet as one of its critical assets; and

WHEREAS, the City of Las Vegas realizes that a sustainable Mainstreet economy contributes to the community's economic health; and

WHEREAS, the City of Las Vegas recognizes Mainstreet as representational of the unique history and culture of our community; and

WHEREAS, the City of Las Vegas wishes to maintain a livable, walkable Mainstreet with opportunities to shop, work, live and discover recreational, cultural and heritage opportunities; and

WHEREAS, the City of Las Vegas wishes to pursue a partnership with MainStreet de Las Vegas, a non-profit economic re-development organization to invest in enhancing the quality of life for the community's citizens via the implementation of asset-based economic development strategies under the Main Street Four Points Approach®, and

WHEREAS, the City of Las Vegas' partnership with the MainStreet de Las Vegas Corporation may leverage technical assistance and other resources through the New Mexico Economic Development Department, New Mexico MainStreet Program to support the economic re-development and revitalization of the City of Las Vegas MainStreet district, then

BE IT RESOLVED BY THE COUNCIL/COMMISSION/TRUSTEES, THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

1. The City of Las Vegas agrees to work with the New Mexico Economic Development Department's New Mexico MainStreet program dedicating resources and financial support, as available and at the sole discretion of the governing body on a project by project basis, to create a successful Mainstreet economic development program through strategies established by the National Main Street Center's Main Street Four-Point Approach®.

2. The City of Las Vegas commits to work collaboratively with the MainStreet de Las Vegas 501(c)(3) corporation and the New Mexico Economic Development Department's MainStreet Program to meet the standards and principles of revitalizing and redeveloping the Mainstreet district of the community;

3. The City of Las Vegas commits to provide philosophical, financial, planning and coordination assistance for the MainStreet de Las Vegas 501(c)(3) corporation to support operations and projects under the specifications of the biennial MOU and a separate “services contract” with the local MainStreet organization;

4. The term of this resolution shall be deemed effective commencing July 1, 2017 through June 30, 2018.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2017

Tonita Gurulé-Girón, Mayor

ATTEST

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED BY

Corinna Laszlo-Henry, City Attorney

4. Approval to award request for proposals #2018-01 for engineering services for the water treatment plant to Molzen Corbin & Associates and Bohannan Huston and enter into agreements.

5. Approval to award request for bid #2018-07 for the City of Las Vegas FEMA flood repair project to New Image Construction.

6. Approval to award request for proposals #2018-08 for engineering services for raw water transmission lines to WH Pacific and Molzen Corbin and enter into agreements.

7. Approval to award request for proposals #2018-09 for engineering services for Taylor Well Field planning, design and construction to Molzen Corbin & Associates and enter into agreement.

8. Approval to award request for proposals #2018-11 for engineering services for leak detection planning, design and construction to Molzen Corbin & Associates and OCCAM Engineers and enter into agreements.

9. Approval to award request for proposals #2018-12 for engineering services for effluent system planning, design and construction to Molzen Corbin & Associates and enter into agreement.

10. Approval to award Bid #2018-13 to acquire Snow Removal Equipment for the City of Las Vegas Municipal Airport to MB Companies Inc.

Councilor Casey made a motion to approve the Consent Agenda. 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	David L. Romero	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

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

BUSINESS ITEMS

1. Approval/Disapproval of Resolution 17-38 Infrastructure Capital Improvement Plan (ICIP).

Grants Writer/Administrator Robert Archuleta advised that the Department of Finance and Administration requires that Municipalities prepare and submit an ICIP in order to plan the systematic allocation of funds and to enable the Executive Branch of Government to submit an ICIP to the Legislative Branch for the potential approval and distribution of funds and added that there were minimal changes to the existing ICIP Plan and informed of several projects being removed due to completion which included Projects: 035 Dieselization of Bradner Dam Ground Water, 064 Bradner Dam Expansion, 052 River Walk Improvements and 063 Keen Street Construction. Mr. Archuleta advised that new changes included the project for roof repair at Public Works Department (3367).

Mayor Gurulé-Girón made a recommendation to City Manager Trujillo that the City not jump in to the pilot project of Aristra due to them experiencing many issues in the transition process.

Councilor Howell made a motion to approve of Resolution 17-38 Infrastructure Capital Improvement Plan (ICIP) 2019-2023. Councilor Ulibarri, Jr. seconded the motion.

Resolution 17-38 was presented as follows:

City of Las Vegas, NM
Resolution N. 17-38

A resolution adopting an Infrastructure Capital Improvement Plan ("ICIP")

WHEREAS, the municipality of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico; and

WHEREAS, the ICIP is the mechanism that is utilized to define needs, establish priorities and pursue viable actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification selection in short and long range capital planning efforts;

WHEREAS, the Department of Finance and Administration requires that Municipalities prepare and submit an ICIP in order to plan the systematic allocation of funds and to enable the Executive Branch of Government to submit and ICIP to the Legislative Branch of Government for the potential approval and distribution of funds.

WHEREAS, a local infrastructure capital improvement plan (ICIP) is a plan that establishes planning priorities for anticipated capital projects.

WHEREAS, the state-coordinated ICIP process encourages entities to plan for the development of capital improvements so that they do not find themselves in emergency situations, but can plan for, fund, and develop infrastructure at a pace that sustains their activities.

NOW, THEREFORE, be it hereby resolved by the governing body of the City of Las Vegas that:

1. The City of Las Vegas has adopted the attached ICIP and;
2. The Plan is intended to be a working document and is the first of many steps toward improving, rational, long-range planning and budgeting for New Mexico's infrastructure; and
3. This resolution supersedes resolution 16-33

PASSED, APPROVED AND ADOPTED THIS _____ day of October _____, 2017

CITY OF LAS VEGAS

Mayor Tonita Gurulé-Girón

(Seal)
ATTEST:

Casandra Fresquez, City Clerk

Corinna Lazlo-Henry, City Attorney
(for legal sufficiency only)

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

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

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

2. Approval/Disapproval of WH Pacific, Inc. task order for Mills Utility Building phase I.

Utilities Director Maria Gilvarry advised that WH Pacific, Inc. will provide engineering services for design, bidding and construction administration of phase I of the Mills Utility building renovation. The amount of the task order is \$54,386 which includes NMGR. This cost will be paid out of multiple line item numbers and has been budgeted.

Utilities Director Gilvarry informed that she had previously been asked to do research regarding the Mills Utility Building project and stated that the City had been moving forward with architectural design. She explained that the project had begun and then stopped due to the uncertainty of getting the building or if the Utilities Department would be moving in and advised that a purchase order was written for \$18,000.00 in services although was stopped by the City and only \$3,000.00 had been paid out to the architectural engineer for design of the modification of the lobby area only.

Utilities Director Gilvarry advised that the City went back in with professionals to address other potential areas of concern that included security, cameras, access to doors and other parts of a construction project were brought to their attention

and so the scope was modified in more detail. She clarified that they did not complete the original design and were requesting to move forward in order to make the building safe for customers and staff as well.

Councilor Casey made a motion to approve WH Pacific, Inc. task order for Mills Utility Building Phase I. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

COUNCILOR'S REPORTS

Councilor Romero asked why the streets lights on North and South Pacific Streets and New Mexico Avenue had not been fixed.

Public Works Director Veronica Gentry informed that the Public Works Department was currently working on the PNM Savings Energy Program which would consist of installing LED lighting on North and South Grand Avenue and the University exits. She reported that the second phase of the program would include the areas of Bridge Street along the Plaza area and the third phase would be around the City of Las Vegas and stated that progress would start on the off ramps next week.

Councilor Casey stated that she had requested street signs for Tilden, Grand Avenue, 7th and 8th regarding Jake brake use by vehicles going along residential areas. Councilor Casey advised that Chief Montano had contacted NMDOT and they provided copies of possible signage that could be used and wanted to know the status.

Public Works Director Gentry advised that they currently had signs posted in front of 7th Street and the South end of town on weight limits and advised that Public Works did not handle Jake brake issues due to them being under a noise ordinance which would be based on law enforcement issuing out citations.

Councilor Casey thanked the Public Works Department for addressing the pothole issues on 4th and Washington Streets and advised that she received calls from elderly residents reporting skunks living in dumped mattresses in the alley of 4th Street.

Public Works Director Gentry advised they had received the call earlier and reported the issue to Solid Waste Department and had already been picked up and advised that pothole work takes place on Tuesdays and Thursdays and to please address any issues to the Public Works department or City Manager's Office.

Councilor Howell stated that Halloween was quickly approaching and the need for street lights to be replaced was critical due to safety of the children and mentioned that the lights were not working in the area of Coronado and 8th Streets.

Public Works Director Gentry explained the process of replacing lights which consisted of contacting PNM, red tagging the area, she advised that PNM will repair within 3 to 4 days and that being on the PNM Savings Energy Program would save the City \$10,000.00.

Councilor Howell asked if the skunk problems could be addressed as he has been receiving calls about them in the Collins Drive area and that it was a great concern due to them possibly having rabies. Councilor Howell thanked Mayor Gurulé-Girón for working with Mr. and Mrs. Pearson on the Refugee Resolution.

Councilor Ulibarri, Jr. stated that dim street lights needed to be replaced in the area of North Gonzales and Mills Avenue.

EXECUTIVE SESSION

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

City Manager Trujillo informed of the upcoming Halloween Festivities that would take place on October 31st from 2:00 to 5:00 p.m. at Plaza Park with many activities and games for the children.

Mayor Gurulé-Girón thanked Community Development Multimedia Production Coordinator Virginia Marrujo for all her hard work on Facebook and welcomed and congratulated Community Development Director Renee Garcia.

ADJOURN

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

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

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

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/8/17

DEPT: Executive

MEETING DATE: 11/14/17

ITEM/TOPIC: A presentation by Matthew McCarley of Fears Nachawati Law Firm and Matthew Daniel of the Ferrer, Poirot, Wansbrough Law Firm, and former DEA agent, Jonathan Novak, on national lawsuit against the pharmaceutical companies that distribute opioids.

ACTION REQUESTED OF COUNCIL:

BACKGROUND/RATIONALE:

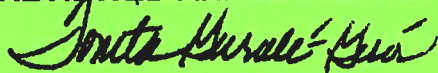
STAFF RECOMMENDATION:

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 GURULÉ-GIRÓN
MAYOR**

**ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)**



**RICHARD TRUJILLO
CITY MANAGER**

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

**CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**

GENERAL FUND REVENUE COMPARISON
THRU OCTOBER 31, 2017 33% OF YEAR LAPSED (04 of 12 months)
FISCAL YEAR 2018

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B) FY 2018 % REV
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	
PROPERTY TAX	1,373,000	1,291,000	430,333	1,384,040	149,843	12%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	1,183,333	3,450,931	1,163,544	33%
FRANCHISE TAX	800,000	775,000	258,333	776,759	228,358	29%
GROSS RECEIPT TAX .75	2,445,000	2,440,000	813,333	2,268,187	764,525	31%
1/8 INFRASTRUCTURE	351,000	350,000	120,000	364,816	121,984	34%
GRT .25 (JAN 2011)	697,000	725,000	241,667	982,914	349,102	48%
GRT -HOLD HARMLESS (JULY 2015	(110,400)	(110,400)	(36,800)	(110,400)	(36,800)	33%
LICENSE & FEES	70,500	61,000	20,333	49,782	26,521	43%
INTERGOVERNMENTAL	71,500	75,716	25,239	75,542	20,941	28%
LOCAL-FINES	62,000	77,000	25,667	80,604	21,133	27%
LOCAL-MISC	1,715,000	1,736,569	578,856	1,842,195	611,667	35%
TOTAL	11,024,600	10,980,885	3,660,295	11,165,370	3,420,818	31%

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

GENERAL FUND EXPENDITURE COMPARISON
THRU OCTOBER 31, 2017 33% OF YEAR LAPSED (04 of 12 months)
FISCAL YEAR 2018

Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 AVAIL. BAL.	
JUDICIAL	317,921	307,959	102,653	314,539	93,441	214,518	30%
EXECUTIVE	483,117	397,969	132,656	391,291	126,239	271,730	32%
ADMINISTRATION	250,724	272,858	90,953	239,718	70,450	202,408	26%
CITY ATTORNEY	242,572	231,944	77,315	196,227	56,656	175,288	24%
PERSONNEL/HR	301,188	278,960	92,987	281,386	86,098	192,862	31%
FINANCE	628,990	452,393	150,798	556,994	136,652	315,741	30%
COMMUNITY DEV.	561,189	533,845	177,948	405,762	130,281	403,564	24%
POLICE	3,990,907	3,846,745	1,282,248	3,833,534	1,114,854	2,731,891	29%
CODE ENFORCEMENT	182,250	136,113	45,371	141,476	40,563	95,550	30%
ANIMAL SHELTER	137,635	135,490	45,163	115,943	43,914	91,576	32%
FIRE	1,357,699	1,257,365	419,122	1,180,326	376,821	880,544	30%
PUBLIC WORKS/AIRPORT	511,127	470,804	156,935	456,965	136,256	334,548	29%
PARKS	338,273	289,422	96,474	254,430	87,129	202,293	30%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	239,494	205,217	68,406	195,861	61,130	144,087	30%
MUSEUM	151,900	150,845	50,282	141,427	42,767	108,078	28%
GENERAL SERVICES	2,358,253	2,358,248	786,083	2,355,812	650,287	1,707,961	28%
SALARY CONTINGENCY	0	0	0	0	0	0	0%
TRANSFERS	740,703	698,517	232,839	729,667	239,836	458,681	34%
TOTAL	12,793,942	12,024,694	4,008,231	11,791,358	3,493,374	8,531,320	29%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU OCTOBER 31, 2017 - 33% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2018**

	A	B	C	D	E	G (E/B)
	FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	% REV
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	
WELLNESS CENTER	100,000	115,000	38,333	34,264	34,738	30%
OPEN SWIM	0	20,000	6,667		3,977	20%
YAFL	3,000	0	0	1,320	0	0%
YABL	20,000	20,000	6,667	16,840	4,810	0%
SUMMER FUN PROGRAM	20,000	20,000	6,667	19,092	2,840	14%
RECREATION-OTHER	29,800	108,964	36,321	18,408	11,293	10%
GEN FUND TRANSFER	300,000	400,000	133,333	300,000	133,280	33%
TOTAL	472,800	683,964	227,988	389,924	190,938	28%

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU OCTOBER 31, 2017 - 33% OF YEAR LAPSED 4 OF 12 MONTHS
FISCAL YEAR 2018**

	A	B	C	D	E	F	H (E/B) %
	FY 2017	FY 2018	FY 2018	FY 2017	FY 2018	FY 2018	BDGT
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.	
EMPLOYEE EXP.	443,266	531,401	177,134	389,973	162,591	368,810	31%
YAFL	1,450	0	0	600	0	0	0%
YABL	3,117	6,000	2,000	2,845	0	6,000	0%
OTHER OPERATING EXP.	56,693	138,562	46,187	32,960	28,592	109,970	21%
CAPITAL OUTLAY	6,600	8,000	2,667	1,847	3,856	4,144	48%
TOTAL	511,126	683,963	227,988	428,225	195,039	488,924	29%

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU OCTOBER 31, 2018- 33% YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2018

<u>Total Budget to Actual Comparison</u>							G (E/B) %
A	B	C		D		E	
	FY 2017	FY 2018	FY 2018	FY 2017	FY 2018		
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	BUDGET	
WASTE WATER (610)	2,859,638	2,866,100	955,367	2,783,241	944,237	33%	
NATURAL GAS (620)	5,237,000	5,236,000	1,745,333	5,211,845	674,857	13%	
SOLID WASTE (630)	3,404,700	3,419,400	1,139,800	3,518,794	1,155,279	34%	
WATER (640)	4,743,050	4,800,150	1,600,050	4,825,859	1,743,269	36%	
Total of Enterprise Funds	16,244,388	16,321,650	5,440,550	16,339,739	4,517,642	28%	

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU OCTOBER 31, 2018- 33% YEAR LAPSED (4 of 12 months)
FISCAL YEAR 2018

<u>Budget to</u>							H (E/B) %
A	B	C	D	E	F		
	FY 2018	FY 2018	FY 2018	FY 2017	FY 2018	FY 2018	
	BUDGET	BUDGET	YTD - BUDGET	ACTUAL	YTD - ACTUAL	AVAIL. BAL.	BUDGET
WASTE WATER(610)	2,541,860	3,297,778	1,099,259	2,295,004	1,002,195	2,295,583	30%
NATURAL GAS (620)	5,938,026	5,938,908	1,979,636	4,583,702	989,624	4,949,284	17%
SOLID WASTE (630)	4,088,165	3,733,787	1,244,596	3,618,120	1,134,742	2,599,045	30%
WATER (640)	4,214,893	5,681,820	1,893,940	3,432,077	1,716,086	3,965,734	30%
<i>Total of Enterprise Funds</i>	<i>16,782,944</i>	<i>18,652,293</i>	<i>6,217,431</i>	<i>13,928,903</i>	<i>4,842,647</i>	<i>13,809,646</i>	<i>26%</i>

MUNICIPALITY: CITY OF LAS

DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

Period Ending: 09/30/2017

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER THAN 30 DAYS

AFTER THE CLOSE OF EACH QUARTER

ANN MARIE GALLEGOS

I HEREBY CERTIFY THAT THE CONTENTS IN THIS REPORT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS REPORT DEPICTS ALL FUNDS:

Signature

Date

		YEAR-TO-DATE TRANSACTIONS													
Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY (1)	REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)	QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)	REQUIRED RESERVES (9)	AVAILABLE CASH (8) - (9)				
101	GENERAL FUND (GF)	\$958,359	2,528,779	(179,878)	2,501,533	121,350	\$927,077	1,029,296	\$1,956,373	208,461	\$1,747,911				
201	CORRECTION	\$45,749	11,663	0	2,700	0	\$54,712	0	\$54,712		\$54,712				
202	ENVIRONMENTAL GRT	\$0	0	0	0	0	\$0	0	\$0		\$0				
206	EMS	\$14,044	27,554	0	1,208	0	\$40,390	0	\$40,390		\$40,390				
207	ENHANCED 911	\$2	0	0	0	0	\$2	0	\$2		\$2				
209	FIRE PROTECTION FUND	\$186,161	52,044	(1,115)	102,713	0	\$134,377	0	\$134,377		\$134,377				
211	LEPF	\$0	40,400	(26,639)	6,317	0	\$7,444	0	\$7,444		\$7,444				
214	LODGERS' TAX	\$205,244	90,911	(12,852)	100,178	0	\$183,125	0	\$183,125		\$183,125				
216	MUNICIPAL STREET	\$238,424	238,512	(7,003)	182,071	117,840	\$405,702	0	\$405,702		\$405,702				
217	RECREATION	\$0	39,496	99,960	139,456	0	(\$0)	0	(\$0)		(\$0)				
218	INTERGOVERNMENTAL GRANTS	\$26,132	0	0	5,642	(378)	\$20,112	0	\$20,112		\$20,112				
219	SENIOR CITIZEN	\$0	67,949	17,493	85,442	0	(\$0)	0	(\$0)		(\$0)				
223	DWI PROGRAM	\$0	0	0	0	0	\$0	0	\$0		\$0				
299	OTHER	\$439,395	78,286	6,248	123,230	5,124	\$405,822	475,373	\$881,195		\$881,195				
300	CAPITAL PROJECT FUNDS	\$274,248	159,903	(59,657)	29,466	(170,600)	\$174,428	0	\$174,428		\$174,428				
401	G. O. BONDS	\$0	0	0	0	0	\$0	0	\$0		\$0				
402	REVENUE BONDS	\$511,340	93,950	131,584	3,015	(335,482)	\$398,377	0	\$398,377		\$398,377				
403	DEBT SERVICE OTHER	\$2,144,494	1,950	372,947	565,733	105,896	\$2,059,554	0	\$2,059,554		\$2,059,554				
500	ENTERPRISE FUNDS														
	Water Fund	\$9,029,590	1,703,654	(158,508)	2,004,515	1,680,517	\$10,250,739	556,156	\$10,806,895		\$10,806,895				
	Solid Waste	\$2,489,869	850,751	(176,365)	547,570	(31,605)	\$2,585,080	0	\$2,585,080		\$2,585,080				
	Waste Water	\$1,912,976	718,798	(302,443)	329,606	(9,052)	\$1,990,672	888,738	\$2,879,410		\$2,879,410				
	Airport	\$0	0	0	0	0	\$0	0	\$0		\$0				
	Ambulance	\$0	0	0	0	0	\$0	0	\$0		\$0				
	Cemetery	\$0	0	0	0	0	\$0	0	\$0		\$0				
	Housing	\$549,988	234,050	2,499	299,895	(71,747)	\$414,895	115,024	\$529,919		\$529,919				
	Parking	\$0	0	0	0	0	\$0	0	\$0		\$0				
	GAS - 620	\$4,360,612	519,383	(135,239)	588,343	62,626	\$4,219,039	1,935,413	\$6,154,452		\$6,154,452				
	231/235 TRANSPORTATION	\$212,550	20,396	14,994	100,228	21,017	\$168,729	0	\$168,729		\$168,729				
	Other Enterprise (enter fund)	\$0	0	0	0	0	\$0	0	\$0		\$0				
	Other Enterprise (enter fund)	\$0	0	0	0	0	\$0	0	\$0		\$0				
600	INTERNAL SERVICE FUNDS	\$830,723	546	413,976	405,401	101	\$839,945	0	\$839,945		\$839,945				
700	TRUST AND AGENCY FUNDS	\$68,605	13	0	0	(1,072)	\$67,546	0	\$67,546		\$67,546				
GRAND TOTAL		\$24,498,505	\$7,478,988	\$0	\$8,124,264	\$1,494,535	\$25,347,764	\$5,000,000	\$30,347,764	\$208,461	\$30,139,303				
		LAST UPDATE: 11/6/17 2:51 PM													
		FORM MODIFIED 12/09/08													

FORM MODIFIED 12/09/08

LAST UPDATE: 11/6/17 2:51 PM

GENERAL FUND - MUNICIPALITY

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS		Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget	Y-T-D	ENCUMBRAN CES Y-T-D	Positive (Negative)	
						\$	%
REVENUES							
Taxes:							
Property Tax - Current Year	\$1,291,033	\$0	\$1,291,033	\$107,262		(\$1,183,771)	8.31%
Property Tax - Delinquent	\$0	\$0	\$0	\$0		\$0	n/a
Property Tax - Penalty & Interest	\$0	\$0	\$0	\$0		\$0	n/a
Oil and Gas - Equipment	\$0	\$0	\$0	\$0		\$0	n/a
Oil and Gas - Production	\$0	\$0	\$0	\$0		\$0	n/a
Franchise Fees	\$775,000	\$0	\$775,000	\$179,824		(\$595,176)	23.20%
Gross receipts - Local Option	\$3,015,000	\$0	\$3,015,000	\$820,271		(\$2,194,729)	27.21%
Gross Receipts - Infrastructure	\$360,000	\$0	\$360,000	\$89,765		(\$270,235)	24.93%
Gross Receipts - Environment	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - Hold Harmless	(\$110,400)	\$0	(\$110,400)	\$0		\$110,400	0.00%
Gross Receipts - Other Dedication	\$0	\$0	\$0	\$0		\$0	n/a
Intergovernmental -State Shared:							
Gross receipts	\$3,700,000	\$0	\$3,700,000	\$855,261		(\$2,844,739)	23.12%
Cigarette Tax	\$0	\$0	\$0	\$0		\$0	n/a
Gas Tax [1 cent]	\$0	\$0	\$0	\$0		\$0	n/a
Gas Tax [2 cent]	\$0	\$0	\$0	\$0		\$0	n/a
Motor Vehicle	\$75,716	\$0	\$75,716	\$24,138		(\$51,578)	31.88%
		\$0					
Grants - Federal	\$0	\$0	\$0			\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Local	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriations	\$0	\$0	\$0	\$0		\$0	n/a
Small Cities Assistance	\$0	\$0	\$0	\$0		\$0	n/a
Licenses and Permits	\$61,000	\$0	\$61,000	\$15,012		(\$45,988)	24.61%
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Fines and Forfeits	\$77,000	\$0	\$77,000	\$15,771		(\$61,229)	20.48%
Interest on Investments	\$7,000	\$0	\$7,000	\$985		(\$6,015)	14.07%
Miscellaneous	\$1,729,536	\$0	\$1,729,536	\$420,490		(\$1,309,046)	24.31%
TOTAL GENERAL FUND REVENUES	\$10,980,885	\$0	\$10,980,885	\$2,528,779		(\$8,452,106)	23.03%
EXPENDITURES							
Executive-Legislative	\$397,969	\$0	\$397,969	\$93,536	\$8,897	\$295,536	23.50%
Judicial	\$307,959	\$0	\$307,959	\$73,108	\$239	\$234,612	23.74%
Elections	\$0	\$0	\$0	\$0		\$0	n/a
Finance & Administration	\$1,769,999	\$0	\$1,769,999	\$372,053	\$28,530	\$1,369,416	21.02%
Public Safety	\$5,375,711	\$0	\$5,375,711	\$1,188,202	\$272,213	\$3,915,296	22.10%
Highways & Streets	\$470,804	\$0	\$470,804	\$172,550	\$10,802	\$287,452	36.65%
Senior Citizens	\$0	\$0	\$0	\$0		\$0	n/a
Sanitation	\$0	\$0	\$0	\$0		\$0	n/a
Health and Welfare	\$0	\$0	\$0	\$0		\$0	n/a
Culture and Recreation	\$645,484	\$0	\$645,484	\$76,751	\$6,024	\$562,709	11.89%
Economic Development & Housing	\$0	\$0	\$0	\$0		\$0	n/a
Airport	\$0	\$0	\$0	\$0		\$0	n/a
Other - Miscellaneous	\$2,358,248	\$0	\$2,358,248	\$525,333	\$223,934	\$1,608,980	22.28%
TOTAL GENERAL FUND EXPENDITURES	\$11,326,174	\$0	\$11,326,174	\$2,501,533	\$550,639	\$8,274,002	22.09%
OTHER FINANCING SOURCES							
Transfers In	\$170,000	\$0	\$170,000	\$42,483		(\$127,517)	24.99%
Transfers (Out)	(\$868,517)	\$0	(\$868,517)	(\$222,361)		\$646,156	25.60%
TOTAL - OTHER FINANCING SOURCES	(\$698,517)	\$0	(\$698,517)	(\$179,878)		\$518,639	25.75%
Excess (deficiency) of revenues over expenditures				(\$152,632)			

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
CORRECTIONS REVENUES	201							
Correction Fees	201	55,000	0	55,000	11,663		(43,337)	21.20%
Miscellaneous	201	0	0	0	0		0	n/a
TOTAL Revenues		55,000	0	55,000	11,663		(43,337)	21.20%
EXPENDITURES	201	55,000	0	55,000	2,700	17,300	35,000	4.91%
OTHER FINANCING SOURCES								
Transfers In	201	0	0	0	0		0	n/a
Transfers (Out)	201	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	201				8,963			
ENVIRONMENTAL REVENUES	202							
GRT - Environmental	202	0	0	0	0		0	n/a
Miscellaneous	202	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	202	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	202	0	0	0	0		0	n/a
Transfers (Out)	202	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	202				0			
EMS REVENUES	206							
State EMS Grant	206	27,501		27,501	27,554		53	100.19%
Miscellaneous	206	0	0	0	0		0	n/a
TOTAL Revenues		27,501	0	27,501	27,554		53	100.19%
EXPENDITURES	206	41,531		41,531	1,208	5,286	35,038	2.91%
OTHER FINANCING SOURCES								
Transfers In	206	0	0	0	0		0	n/a
Transfers (Out)	206	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	206				26,346			
E911 REVENUES	207							
State-E-911 Enhancement	207	0	324,329	324,329			(324,329)	0.00%
Network & Data Base Grant	207	0	0	0	0		0	n/a
Miscellaneous	207	0	0	0	0		0	n/a
TOTAL Revenues		0	324,329	324,329	0		(324,329)	0.00%
EXPENDITURES	207	0	324,329	324,329		0	324,329	0.00%
OTHER FINANCING SOURCES								
Transfers In	207	0	0	0	0		0	n/a
Transfers (Out)	207	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	207				0			
FIRE PROTECTION REVENUES	209							
State - Fire Marshall Allotment	209	197,384		197,384	52,044		(145,340)	26.37%
Miscellaneous	209	0	0	0	0		0	n/a
TOTAL Revenues		197,384	0	197,384	52,044		(145,340)	26.37%

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
EXPENDITURES	209	349,478		349,478	102,713	0	246,765	29.39%
OTHER FINANCING SOURCES								
Transfers In	209	0	0	0	0		0	n/a
Transfers (Out)	209	(34,066)	0	(34,066)	(1,115)		32,951	3.27%
TOTAL - OTHER FINANCING SOURCES		(34,066)	0	(34,066)	(1,115)		32,951	3.27%
Excess (deficiency) of revenues over expen	209				(51,784)			
LAW ENFORCEMENT PROTECTION REVENUES	211							
State-Law Enforcement Protection	211	40,400	0	40,400	40,400		0	100.00%
Miscellaneous	211	0	0	0	0		0	n/a
TOTAL Revenues		40,400	0	40,400	40,400		0	100.00%
EXPENDITURES	211	13,761		13,761	6,317	0	7,444	45.91%
OTHER FINANCING SOURCES								
Transfers In	211	0	0	0	0		0	n/a
Transfers (Out)	211	(26,639)	0	(26,639)	(26,639)		0	100.00%
TOTAL - OTHER FINANCING SOURCES		(26,639)	0	(26,639)	(26,639)		0	100.00%
Excess (deficiency) of revenues over expen	211				7,444			
LODGERS' TAX REVENUES	214							
Lodgers' Tax	214	300,000	0	300,000	90,911		(209,089)	30.30%
Miscellaneous	214	0	0	0	0		0	n/a
TOTAL Revenues		300,000	0	300,000	90,911		(209,089)	30.30%
EXPENDITURES	214	453,816	0	453,816	100,178	63,243	290,395	22.07%
OTHER FINANCING SOURCES								
Transfers In	214	0	0	0	0		0	n/a
Transfers (Out)	214	(51,428)	0	(51,428)	(12,852)		38,576	24.99%
TOTAL - OTHER FINANCING SOURCES		(51,428)	0	(51,428)	(12,852)		38,576	24.99%
Excess (deficiency) of revenues over expen	214				(22,119)			
MUNICIPAL STREET REVENUES	216							
GRT - Infrastructure (1/8 cent)	216	600,000	0	600,000	144,974		(455,026)	24.16%
GRT - Municipal	216	180,000	0	180,000	54,287		(125,713)	30.16%
Gasoline Tax - (1 cent / 2 cent)	216	125,000	0	125,000	35,562		(89,438)	28.45%
Motor Vehicle - Registration (all)	216	0	0	0	0		0	n/a
State Grants	216	0	0	0	0		0	n/a
Federal Grants	216	0	0	0	0		0	n/a
Miscellaneous	216	(6,000)	0	(6,000)	3,689		9,689	(61.48%)
TOTAL Revenues		899,000	0	899,000	238,512		(660,488)	26.53%
EXPENDITURES	216	905,101	0	905,101	182,071	88,024	635,006	20.12%
OTHER FINANCING SOURCES								
Transfers In	216	(28,025)	0	(28,025)	(7,003)		21,022	24.99%
Transfers (Out)	216	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		(28,025)	0	(28,025)	(7,003)		21,022	24.99%
Excess (deficiency) of revenues over expen	216				49,438			
RECREATION REVENUES	217							
Cigarette Tax - (1 cent)	217	0	0	0	0		0	n/a
Miscellaneous	217	283,964	0	283,964	39,496		(244,468)	13.91%
TOTAL Revenues		283,964	0	283,964	39,496		(244,468)	13.91%
EXPENDITURES	217	683,964	0	683,964	139,456	8,344	536,163	20.39%

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
OTHER FINANCING SOURCES								
Transfers In	217	400,000	0	400,000	99,960		(300,040)	24.99%
Transfers (Out)	217	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		400,000	0	400,000	99,960		(300,040)	24.99%
Excess (deficiency) of revenues over expen	217				(0)			
INTERGOVERNMENTAL GRANTS REVENUES	218							
State Grants	218	138,861		138,861	0		(138,861)	0.00%
Federal Grants	218			0			0	n/a
Miscellaneous	218	0	0	0			0	n/a
TOTAL Revenues		138,861	0	138,861	0		(138,861)	0.00%
EXPENDITURES	218	139,651		139,651	5,642	3,052	130,957	4.04%
OTHER FINANCING SOURCES								
Transfers In	218	0		0			0	n/a
Transfers (Out)	218	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	218				(5,642)			
SENIOR CITIZENS REVENUES	219							
State Grants	219	358,396	0	358,396	35,537		(322,859)	9.92%
Federal Grants	219	234,296	0	234,296	16,245		(218,051)	6.93%
Miscellaneous	219	118,999	0	118,999	16,167		(102,832)	13.59%
TOTAL Revenues		711,691	0	711,691	67,949		(643,742)	9.55%
EXPENDITURES	219	781,691		781,691	85,442	135,417	560,832	10.93%
OTHER FINANCING SOURCES								
Transfers In	219	70,000	0	70,000	17,493		(52,507)	24.99%
Transfers (Out)	219	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		70,000	0	70,000	17,493		(52,507)	24.99%
Excess (deficiency) of revenues over expen	219				(0)			
DWI REVENUES	223							
State - Formula Distribution (DFA)	223	0	0	0	0		0	n/a
State - Local Grant (DFA)	223	0	0	0	0		0	n/a
State Other	223	0	0	0	0		0	n/a
Federal Grants	223	0	0	0	0		0	n/a
Miscellaneous	223	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	223	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	223	0	0	0	0		0	n/a
Transfers (Out)	223	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	223				0			
OTHER - SPECIAL REVENUES	299							
REVENUES	299	391,530	0	391,530	78,286		(313,244)	19.99%
EXPENDITURES	299	506,312	0	506,312	123,230	60,621	322,460	24.34%
TOTAL - OTHER FINANCING SOURCES	299	25,000	0	25,000	6,248		(18,753)	24.99%
Excess (deficiency) of revenues over expen	299				(38,697)			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS			
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
102 SICK LEAVE CONTINGENCY							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	100,000	0	100,000		0	100,000	0.00%
OTHER FINANCING SOURCES							
Transfers In		0	0			0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
103 LIBRARY SPECIAL FUND							
REVENUES	15,000		15,000	81		(14,919)	0.54%
EXPENDITURES	15,000		15,000	428	866	13,706	2.85%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				(347)			
104 AIRPORT OPERATIONS							
REVENUES	210,000		210,000	59,195		(150,805)	28.19%
EXPENDITURES	164,600		164,600	42,615	0	121,985	25.89%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				16,580			
107 ABATEMENT							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
207 ECONOMIC DEVELOPMENT							
REVENUES	0	0	0			0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
233 COURT FEES							
REVENUES	39,000		39,000	5,594		(33,406)	14.34%
EXPENDITURES	39,000		39,000	4,251	27,988	6,761	10.90%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				1,343			
253 NM TRAFFIC SAFETY							
REVENUES	18,730		18,730	0		(18,730)	0.00%
EXPENDITURES	18,730		18,730	4,340	0	14,390	23.17%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				(4,340)			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS		Budget Balance	Budget Variance %
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
283 LVPD AWARDS							
REVENUES			0			0	n/a
EXPENDITURES	2,218		2,218	0	0	2,218	0.00%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
288 4TH OF JULY FIESTAS							
REVENUES	68,000	0	68,000	12,266		(55,734)	18.04%
EXPENDITURES	85,875	0	85,875	65,635	0	20,240	76.43%
OTHER FINANCING SOURCES							
Transfers In	25,000	0	25,000	6,248		(18,753)	24.99%
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	25,000	0	25,000	6,248		(18,753)	24.99%
Excess (deficiency) of revenues over expenditures				(47,122)			
241 SEIZURES FUND							
REVENUES		0	0	0		0	n/a
EXPENDITURES	689	0	689	0	0	689	0.00%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
764 FIRE PROTECTION							
REVENUES	17,800	0	17,800	100		(17,700)	0.56%
EXPENDITURES	57,200	0	57,200	959	10,052	46,189	1.68%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				(859)			
293 SEIZURES & DONATIONS							
REVENUES	3,000	0	3,000	0		(3,000)	0.00%
EXPENDITURES	3,000	0	3,000	0	0	3,000	0.00%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
284 VETERANS MEMORIAL							
REVENUES		0	0	1,050		1,050	n/a
EXPENDITURES		0	0	2	4,383	(4,385)	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				1,048			
770 LAS VEGAS DAY @LEG							
REVENUES	20,000	0	20,000	0		(20,000)	0.00%
EXPENDITURES	20,000	0	20,000	5,000	17,332	(2,332)	25.00%
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				(5,000)			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS			
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
275 DOWNTOWN MASTER PLAN							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
FUND 299 SUMMARY							
Revenue - TOTAL	\$391,530	\$0	\$391,530	\$78,286		(313,244)	19.99%
Expenditures - TOTAL	\$506,312	\$0	\$506,312	\$123,230	\$60,621	322,460	24.34%
TOTAL - OTHER FINANCING SOURCES	\$25,000	\$0	\$25,000	\$6,248		(\$18,753)	24.99%

CAPITAL PROJECTS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
GRT- Dedication	\$0	\$0	\$0	\$0		\$0	n/a
GRT- Hold Harmless	(\$20,000)	\$0	(\$20,000)	\$0		\$20,000	0.00%
GRT- Infrastructure	\$660,000	\$0	\$660,000	\$157,031		(\$502,969)	23.79%
Bond Proceeds		\$0	\$0	\$0		\$0	n/a
Local Grants	\$0	\$0	\$0	\$0		\$0	n/a
CDBG funding	\$0	\$0	\$0	\$0		\$0	n/a
State Grants	\$525,540		\$525,540	\$0		(\$525,540)	0.00%
Federal Grants (other)	\$504,450	\$0	\$504,450	\$0		(\$504,450)	0.00%
Legislative Appropriations		\$0	\$0			\$0	n/a
Investment Income	\$0	\$0	\$0			\$0	n/a
Miscellaneous	\$12,000	\$0	\$12,000	\$2,872		(\$9,128)	23.93%
TOTAL CAPITAL PROJECTS REVENUES	\$1,681,990	\$0	\$1,681,990	\$159,903		(\$1,522,087)	9.51%
EXPENDITURES							
Parks/Recreation	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Housing	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Equipment & Buildings	\$432,150		\$432,150	\$2,858		\$429,292	0.66%
Facilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Transit	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Utilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Airports	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Infrastructure	\$954,356		\$954,356	\$26,608	\$329,371	\$598,377	2.79%
Debt Service Payments (P&I)-GO Bonds	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Debt Service Payments (P&I)-Rev. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other		\$0	\$0		\$0	\$0	n/a
TOTAL CAPITAL PROJECTS EXPENDITURE	\$1,386,506	\$0	\$1,386,506	\$29,466	\$329,371	\$1,027,669	2.13%
OTHER FINANCING SOURCES							
Transfers In	\$53,025		\$53,025	\$31,993		(\$21,032)	60.34%
Transfers (Out)	(\$366,750)		(\$366,750)	(\$91,651)		\$275,099	24.99%
TOTAL - OTHER FINANCING SOURCES	(\$313,725)	\$0	(\$313,725)	(\$59,657)		\$254,068	19.02%
Excess (deficiency) of revenues over expenditures				\$70,780			

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
GENERAL OBLIGATION BONDS [FUND 401]							
REVENUES:							
General Obligation - (Property tax)	\$0	\$0	\$0	\$0		\$0	n/a
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Other - Misc	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
General Obligation - Principal	\$0	\$0	\$0	\$0	\$0	\$0	n/a
General Obligation - Interest	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures [401]				\$0			
REVENUE BONDS [FUND 402]							
REVENUES:							
Bond Proceeds	\$0	\$0	\$0	\$0		\$0	n/a
Revenue Bonds - GRT	\$320,000	\$0	\$320,000	\$89,765		\$230,235	28.05%
Investment Income	\$2,550	\$0	\$2,550	\$1,170		\$1,380	45.89%
Revenue Bonds - Other	\$12,400	\$0	\$12,400	\$3,015		\$9,385	24.32%
REVENUE BOND REVENUE - TOTAL	\$334,950	\$0	\$334,950	\$93,950		\$241,000	28.05%
EXPENDITURES							
Revenue Bonds - Principal	\$330,000	\$0	\$330,000		\$0	\$330,000	0.00%
Revenue Bonds - Interest	\$143,350		\$143,350		\$0	\$143,350	0.00%
Other Revenue Bond Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	\$12,000		\$12,000	\$3,015	\$0	\$8,985	25.13%
TOTAL DEBT SERVICE FUND EXPENDITURES	\$485,350	\$0	\$485,350	\$3,015	\$0	\$482,335	0.62%
OTHER FINANCING SOURCES							
Transfers In	\$301,750	\$0	\$301,750	\$156,574		(\$145,176)	51.89%
Transfers (Out)	(\$25,000)		(\$25,000)	(\$24,990)		\$10	99.96%
TOTAL - OTHER FINANCING SOURCES	\$276,750	\$0	\$276,750	\$131,584		(\$145,166)	47.55%
Excess (deficiency) of revenues over expenditures [402]				\$222,519			
OTHER DEBT SERVICE [FUND 403]							
REVENUES:							
Investment Income	\$5,480	\$0	\$5,480	\$1,950		(\$3,530)	35.58%
Loan Revenue		\$0	\$0	\$0		\$0	n/a
OTHER DEBT SERVICE REVENUE - TOTAL	\$5,480	\$0	\$5,480	\$1,950		(\$3,530)	35.58%
EXPENDITURES							
NMFA Loan Payments	\$1,766,694	\$0	\$1,766,694	\$565,733	\$0	(\$1,200,961)	32.02%
Board of Finance Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Debt Service - Misc	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL DEBT SERVICE FUND EXPENDITURES	\$1,766,694	\$0	\$1,766,694	\$565,733	\$0	(\$1,200,961)	32.02%
OTHER FINANCING SOURCES							
Transfers In	\$1,745,544	\$0	\$1,745,544	\$372,947		(\$1,372,597)	21.37%
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$1,745,544	\$0	\$1,745,544	\$372,947		(\$1,372,597)	21.37%
Excess (deficiency) of revenues over expenditures [403]				(\$190,836)			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Water Fund							
Charges for Services	\$4,789,650	\$0	\$4,789,650	\$1,305,182		(\$3,484,468)	27.25%
Interest on Investments	\$9,000	\$0	\$9,000	\$2,526		(\$6,474)	28.06%
Gross Receipts - dedicated	\$650,000	\$0	\$650,000	\$184,642		(\$465,358)	28.41%
Grants - Federal	\$385,221	\$0	\$385,221	\$152,208		(\$233,013)	39.51%
Grants - State	\$0	\$0	\$0			\$0	n/a
Legislative Appropriation	\$8,000,000	\$0	\$8,000,000			(\$8,000,000)	0.00%
Other	\$1,210,139		\$1,210,139	\$59,097		(\$1,151,042)	4.88%
TOTAL REVENUES - Water Fund	\$15,044,010	\$0	\$15,044,010	\$1,703,654		(\$13,340,356)	11.32%
EXPENDITURES							
Water Fund	\$19,667,722		\$19,667,722	\$2,004,515	\$1,211,303	\$16,451,904	10.19%
OTHER FINANCING SOURCES							
Transfers In	\$2,420,471	\$0	\$2,420,471	\$604,876		(\$1,815,595)	24.99%
Transfers (Out)	(\$3,054,757)	\$0	(\$3,054,757)	(\$763,384)		\$2,291,373	24.99%
TOTAL-OTHER FINANCING SOURCES	(\$634,286)	\$0	(\$634,286)	(\$158,508)		\$475,778	24.99%
Excess (deficiency) of revenues over expenditures				(\$459,368)			
REVENUES							
Solid Waste							
Charges for Services	\$3,218,100	\$0	\$3,218,100	\$801,506		(\$2,416,594)	24.91%
Interest on Investments	\$5,000	\$0	\$5,000	\$1,657		(\$3,343)	33.14%
Gross Receipts - dedicated	\$196,300	\$0	\$196,300	\$46,382		(\$149,918)	23.63%
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$1,206		\$1,206	n/a
TOTAL REVENUES - Solid Waste Fund	\$3,419,400	\$0	\$3,419,400	\$850,751		(\$2,568,649)	24.88%
EXPENDITURES							
Solid Waste	\$3,133,042	\$0	\$3,133,042	\$547,570	\$496,034	\$2,089,438	17.48%
OTHER FINANCING SOURCES							
Transfers In	\$600,000	\$0	\$600,000	\$149,940		(\$450,060)	24.99%
Transfers (Out)	(\$1,305,744)	\$0	(\$1,305,744)	(\$326,305)		\$979,439	24.99%
TOTAL-OTHER FINANCING SOURCES	(\$705,744)	\$0	(\$705,744)	(\$176,365)		\$529,379	24.99%
Excess (deficiency) of revenues over expenditures				\$126,816			
REVENUES							
Waste Water							
Charges for Services	\$2,865,800	\$0	\$2,865,800	\$717,523		(\$2,148,277)	25.04%
Interest on Investments	\$3,100	\$0	\$3,100	\$1,274		(\$1,826)	41.11%
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$19,107	\$0	\$19,107	\$0		(\$19,107)	0.00%
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Waste Water Fund	\$2,888,007	\$0	\$2,888,007	\$718,798		(\$2,169,209)	24.89%
EXPENDITURES							
Waste Water	\$2,360,589		\$2,360,589	\$329,606	\$113,038	\$1,917,945	13.96%
OTHER FINANCING SOURCES							
Transfers In	\$676,800	\$0	\$676,800	\$165,684		(\$511,116)	24.48%
Transfers (Out)	(\$1,887,058)	\$0	(\$1,887,058)	(\$468,127)		\$1,418,931	24.81%
TOTAL-OTHER FINANCING SOURCES	(\$1,210,258)	\$0	(\$1,210,258)	(\$302,443)		\$907,815	24.99%
Excess (deficiency) of revenues over expenditures				\$86,748			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Airport							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Airport Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Airport	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Ambulance							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Ambulance Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Ambulance	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Cemetery							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Cemetery Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Cemetery	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Housing							
Charges for Services	\$540,000	\$0	\$540,000	\$116,886		(\$423,114)	21.65%
Interest on Investments	\$600	\$0	\$600	\$57		(\$543)	9.52%
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$1,448,235	\$58,641	\$1,506,876	\$112,811		(\$1,394,065)	7.49%
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$12,850	\$0	\$12,850	\$4,296		(\$8,554)	33.43%
TOTAL REVENUES - Housing Fund	\$2,001,685	\$58,641	\$2,060,326	\$234,050		(\$1,826,276)	11.36%
EXPENDITURES							
Housing	\$2,037,654	\$0	\$2,037,654	\$299,895	\$62,847	\$1,674,912	14.72%
OTHER FINANCING SOURCES							
Transfers In	\$68,000	\$5	\$68,005	\$2,648		(\$65,357)	3.89%
Transfers (Out)	(\$58,000)	(\$5)	(\$58,005)	(\$149)		\$57,856	0.26%
TOTAL-OTHER FINANCING SOURCES	\$10,000	\$0	\$10,000	\$2,499		(\$7,501)	24.99%
Excess (deficiency) of revenues over expenditures				(\$63,346)			
REVENUES							
Parking Facilities							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Parking Facilities	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Parking Facilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
620 GAS							
Charges for Services	\$5,231,000	\$0	\$5,231,000	\$516,405		(\$4,714,595)	9.87%
Interest on Investments	\$13,273	\$0	\$13,273	\$2,727		(\$10,546)	20.55%
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$250		\$250	n/a
TOTAL REV. - Other Enterprise Fund	\$5,244,273	\$0	\$5,244,273	\$519,383		(\$4,724,890)	9.90%
EXPENDITURES							
Other Enterprise Fund	\$5,045,986	\$0	\$5,045,986	\$588,343	\$3,095,240	\$1,362,403	11.66%
OTHER FINANCING SOURCES							
Transfers In	\$450,000	\$0	\$450,000	\$112,455		(\$337,545)	24.99%
Transfers (Out)	(\$991,172)	\$0	(\$991,172)	(\$247,694)		\$743,478	24.99%
TOTAL-OTHER FINANCING SOURCES	(\$541,172)	\$0	(\$541,172)	(\$135,239)		\$405,933	24.99%
Excess (deficiency) of revenues over expenditures				(\$204,199)			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
231/235 TRANSPORTATION/VISITOR CTR							
Charges for Services	\$8,000	\$0	\$8,000	\$2,162		(\$5,839)	27.02%
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$152,767	\$0	\$152,767	\$18,235		(\$134,532)	11.94%
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$5,000	\$0	\$5,000	\$0		(\$5,000)	0.00%
TOTAL REV. - Other Enterprise Fund	\$165,767	\$0	\$165,767	\$20,396		(\$145,371)	12.30%
EXPENDITURES							
Other Enterprise Fund	\$418,371	\$0	\$418,371	\$100,228	\$4,143	\$314,000	23.96%
OTHER FINANCING SOURCES							
Transfers In	\$60,000	\$0	\$60,000	\$14,994		(\$45,006)	24.99%
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$60,000	\$0	\$60,000	\$14,994		(\$45,006)	24.99%
Excess (deficiency) of revenues over expenditures				(\$64,838)			
REVENUES							
Other Enterprise (enter fund name)							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Other Enterprise Fund	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

Period Ending: 09/30/2017

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget			Positive (Negative)	
						\$	%
INTERNAL SERVICE FUNDS [600]							
REVENUES							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$1,500	\$0	\$1,500	\$546		(\$954)	36.40%
Miscellaneous revenues	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$1,500	\$0	\$1,500	\$546		(\$954)	36.40%
EXPENDITURES							
Operating Expenditures	\$1,995,246		\$1,995,246	\$405,401	\$92,119	\$1,497,726	20.32%
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$1,995,246	\$0	\$1,995,246	\$405,401	\$92,119	\$1,497,726	#REF!
OTHER FINANCING SOURCES							
Transfers In	\$1,851,566	\$0	\$1,851,566	\$462,706		\$1,388,860	24.99%
Transfers (Out)	(\$195,000)	\$0	(\$195,000)	(\$48,731)		(\$146,270)	24.99%
TOTAL - OTHER FINANCING SOURCES	\$1,656,566	\$0	\$1,656,566	\$413,976		(\$1,242,590)	n/a
Excess (deficiency) of revenues over expenditures				\$9,121			
TRUST AND AGENCY FUNDS [700]							
REVENUES							
Investments	\$0	\$0	\$0			\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$13		\$13	n/a
Tax Revenues	\$0	\$0	\$0	\$0		\$0	n/a
Miscellaneous revenues	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$0	\$0	\$0	\$13		\$13	n/a
EXPENDITURES							
General Government/Benefits	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$13			

DEPARTMENT OF FINANCE AND ADMINISTRATION				MUNICIPALITY: CITY OF LAS VEGAS			
LOCAL GOVERNMENT DIVISION				Period Ending: 09/30/2017			
QUARTERLY REPORT							
Schedule of Investments:							
Type of Investment	Fund Number	Investment Date	Maturity Date	Source (Bank or Fiscal Agent)	Book Value	Market Value	
CERTIFICATE OF DEPOSIT	101	8/16/2016	2/16/2018	SOUTHWEST CAPITAL BANK	\$1,029,296	\$0	
CERTIFICATE OF DEPOSIT	207	8/16/2016	2/17/2018	SOUTHWEST CAPITAL BANK	\$475,373		
CERTIFICATE OF DEPOSIT	612	8/16/2016	2/18/2018	SOUTHWEST CAPITAL BANK	\$888,738		
CERTIFICATE OF DEPOSIT	622	8/16/2016	2/19/2018	SOUTHWEST CAPITAL BANK	\$1,777,899		
CERTIFICATE OF DEPOSIT	629	8/16/2016	2/20/2018	SOUTHWEST CAPITAL BANK	\$157,513		
CERTIFICATE OF DEPOSIT	642	8/16/2016	2/21/2018	SOUTHWEST CAPITAL BANK	\$305,065		
CERTIFICATE OF DEPOSIT	643	8/16/2016	2/22/2018	SOUTHWEST CAPITAL BANK	\$8,520		
CERTIFICATE OF DEPOSIT	649	8/16/2016	2/23/2018	SOUTHWEST CAPITAL BANK	\$242,572		
CERTIFICATE OF DEPOSIT	652	8/16/2016	2/24/2018	SOUTHWEST CAPITAL BANK	\$115,024		

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
Local Government Division - Financial Management Bureau
Lodgers' Tax Quarterly Report

DFA/LGD BFB 9/96

TV/9/2
12/27/17

INSTRUCTIONS

1. Provide budgeted and year-to-date revenue for the quarterly reporting period. Money received through joint powers agreements must be reported separately. Other sources includes private grants, donations, reimbursements, etc.
2. Allocate revenue to the promotional, non-promotional and general funds based on the percent of tax imposed. Administrative costs may not exceed 10% of the
3. Provide a "book cash balance" for both the promotional and non-promotional funds for the quarterly reporting period.
4. Provide budgeted and year-to-date transfers-out for the quarterly reporting period.
5. Provide budgeted and year-to-date expenditures for the quarterly reporting period. Contractual service expenditures must comply with the lodgers' tax act and of contract.

REPORTING ENTITY:	<u>City of Las Vegas</u>	%	<u>4</u>	(PERCENT IMPOSED)	QUARTER ENDING:	<u>Sept. 2017</u>
						MONTH/YEAR

1. REVENUE SUMMARY:	ANNUAL BUDGET	ACTUAL YEAR-TO-DATE	REVENUE ALLOCATION:	THIS REPORTING PERIOD	ACTUAL YEAR-TO-DATE
LODGERS' TAX PROCEEDS	\$ <u>300,000</u>	\$ <u>90,911</u>	NON-PROMOTIONAL FUND	\$ _____	\$ _____
INVESTMENT INCOME	_____	_____	PROMOTIONAL FUND	\$ <u>90,911</u>	\$ <u>90,911</u>
LATE PENALTIES	_____	_____	GENERAL FUND	\$ _____	\$ _____
			(10% MAXIMUM ADMINISTRATIVE COST)		
TOTAL REVENUE	\$ <u>300,000</u>	\$ <u>90,911</u>			

3. CASH BALANCES:		
INTERGOVERNMENTAL TRANSFERS - IN (JPAs, GRANTS)	NON-PROMOTIONAL FUND	\$ _____
1 _____ \$ _____		
2 _____ \$ _____	PROMOTIONAL FUND	\$ <u>183,125</u>
\$ <u>0</u>		\$ <u>0</u>

4. OTHER TRANSFERS:					
NON-PROMOTIONAL FUND			PROMOTIONAL FUND		
INTERFUND TRANSFERS - (OUT)			INTERFUND TRANSFERS - (OUT)		
1 _____ \$ _____	\$ _____		1 _____ \$ _____	\$ _____	
2 _____			2 _____		
3 _____			3 _____		
4 _____			4 _____		
\$ <u>0</u>	\$ <u>0</u>		\$ <u>0</u>	\$ <u>0</u>	
INTERGOVERNMENTAL TRANSFERS - (OUT)			INTERGOVERNMENTAL TRANSFERS - (OUT)		
1 _____ \$ _____	\$ _____		1 <u>Transfer to EOI General fund</u>	\$ <u>9,996</u>	\$ <u>9,996</u>
2 _____			2 <u>NMFA Equipment Loan</u>	<u>2,856</u>	<u>2,856</u>
3 _____			3 _____		
4 _____			4 _____		
\$ <u>0</u>	\$ <u>0</u>		\$ <u>12,852</u>	\$ <u>12,852</u>	

PROMOTIONAL FUND

CATEGORY/DESCRIPTION	Annual	Actual	Annual	Actual
CONTRACTUAL SERVICES	Budget	Y-T-D	Budget	Y-T-D
EVENT/ACTIVITY	DATE	LAST YEAR'S CARROVER		
CISNEROS DESIGN INC./GRAPHIC DESIGN & PROMOTIONAL SERVICES NM TI see attached schedule			315,916	\$ 88,479
			0	0
ADVERTISING CONTRACT(S)				
*VENDOR				
EVENT/ACTIVITY	DATE		0	0
SUB-TOTAL		0	0	315,916 88,479
*Add additional sheets if necessary.				
OPERATING EXPENSES (MONTHLY)				
TELEPHONE		2,000	218	
RENT		3,800	0	
SUBSCRIPTIONS & DUES		1,000	0	
PUBLICATIONS & ADVERTISING		65,000	521	
OFFICE SUPPLIES		1,000	121	
EMPLOYEE STATE WORKERS COMP		30	5	
EMPLOYEE-PART TIME WAGES		51,171	8,349	
ADMIN OVERHEAD (G/F)		4,900	1,700	
TRAVEL EXPENSE		2,500	103	
TRAINING/SEMINARS		1,500	0	
AUDIT		3,000	0	
FURN & EQUIP <1000		1,000	273	
OFF FURN & EQUIP > 1000		1,000	0	
PROCESSING FEE-CR CARD/			410	
TOURIST RELATED EVENTS (LIST)				
EVENT	DATE			
PUBLIC SAFETY				
FIRE/EMS/POLICE/				
SANITATION SVCS				
PUBLIC SAFETY				
SANITATION SVCS				
PUBLIC SAFETY				
SANITATION SVCS				
SUB-TOTAL		137,901	11,699	0 0
CAPITAL OUTLAY (MONTHLY)				
BUILDINGS & STRUCTURES				
EQUIPMENT & MACHINERY				
DEBT SERVICE (MONTHLY)				
SUB-TOTAL				
EXPENDITURES TOTAL	\$	137,901	\$ 11699	\$ 315916 \$ 88479

STATE OF NEW MEXICO

DEPARTMENT OF FINANCE AND ADMINISTRATION

Local Government Division - Financial Management Bureau

DFA LGD BFB 9.96

Lodgers' Tax Quarterly Report

INSTRUCTIONS

1. Provide budgeted and year-to-date revenue for the quarterly reporting period. Money received through joint powers agreements must be reported separately. Other sources includes private grants, donations, reimbursements, etc.
2. Allocate revenue to the promotional, non-promotional and general funds based on the percent of tax imposed. Administrative costs may not exceed 10% of the
3. Provide a "book cash balance" for both the promotional and non-promotional funds for the quarterly reporting period.
4. Provide budgeted and year-to-date transfers-out for the quarterly reporting period.
5. Provide budgeted and year-to-date expenditures for the quarterly reporting period. Contractual service expenditures must comply with the lodgers' tax act and of contract.

REPORTING ENTITY	City of Las Vegas	%	4	(PERCENT IMPOSED)	QUARTER ENDING	Sept 2017
1. REVENUE SUMMARY:	ANNUAL BUDGET	ACTUAL YEAR-TO-DATE	REVENUE ALLOCATION:		THIS REPORTING PERIOD	ACTUAL YEAR-TO-DATE
LODGERS' TAX PROCEEDS	\$ 300,000	\$ 90,911	NON-PROMOTIONAL FUND		\$	\$
INVESTMENT INCOME			PROMOTIONAL FUND		\$ 90,911	\$ 90,911
LATE PENALTIES			GENERAL FUND (10% MAXIMUM ADMINISTRATIVE COST)		\$	\$
TOTAL REVENUE	\$ 300,000	\$ 90,911				
3. CASH BALANCES:						
INTERGOVERNMENTAL TRANSFERS - IN (JPAs, GRANTS)			NON-PROMOTIONAL FUND		\$	
	\$	\$	PROMOTIONAL FUND		\$ 183,125	
	\$ 0	\$ 0				
4. OTHER TRANSFERS:						
NON-PROMOTIONAL FUND			PROMOTIONAL FUND			
INTERFUND TRANSFERS - (OUT)			INTERFUND TRANSFERS - (OUT)			
	\$	\$				
	\$ 0	\$ 0				
INTERGOVERNMENTAL TRANSFERS - (OUT)			INTERGOVERNMENTAL TRANSFERS - (OUT)			
	\$	\$	Transfer to LG General Fund \$ 9,996 \$ 9,996			
			NME Management Fee 2,856 2,856			
	\$ 0	\$ 0	\$ 12,852 \$ 12,852			

PROMOTIONAL FUND

CATEGORY/DESCRIPTION	Annual Budget	Actual Y-T-D	Annual Budget	Actual Y-T-D
CONTRACTUAL SERVICES				
EVENT/ACTIVITY	DATE	LAST YEAR'S CARROVER		
CONTRACTS DESIGNING GRAPHIC DESIGN & PROMOTIONAL SERVICES (SEE ATTACHED SCHEDULE)			315,916	\$ 88,479
			0	0
ADVERTISING CONTRACT(S)				
*VENDOR				
EVENT/ACTIVITY	DATE		0	0
SUB-TOTAL		0	0	315,916 88,479
*Add additional sheets if necessary				
OPERATING EXPENSES				
TELEPHONE		2,000	218	
RENT		3,800	0	
SUBSCRIPTIONS & DUES		1,000	0	
PUBLICATIONS & ADVERTISING		65,000	521	
OFFICE SUPPLIES		1,000	121	
EMPLOYEE STATE WORKERS COMP		30	5	
EMPLOYEE-PART TIME WAGES		51,171	8,349	
ADMIN OVERHEAD (G.F.)		4,900	1,700	
TRAVEL EXPENSE		2,500	103	
TRAINING/SEMINARS		1,500	0	
AUDIT		3,000	0	
FURN & EQUIP <1000		1,000	273	
OFF FURN & EQUIP > 1000		1,000	0	
PROCESSING FEE-CR CARD			410	
TOURIST RELATED EVENTS (LIST)				
EVENT	DATE			
PUBLIC SAFETY				
PASSENGER SERVICES				
SANITATION SERVICES				
PUBLIC SAFETY				
SANITATION SERVICES				
PUBLIC SAFETY				
SANITATION SERVICES				
SUB-TOTAL		137,901	11,699	0 0
CAPITAL OUTLAY				
BUILDINGS & STRUCTURES				
EQUIPMENT & MACHINERY				
DEBT SERVICE				
SUB-TOTAL				
EXPENDITURES TOTAL		\$ 137,901	\$ 11,699	\$ 315,916 \$ 88,479

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/23/2017 **DEPT:** Finance

MEETING DATE: 11/15/2017

ITEM/TOPIC:. Resolution 17-43

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution 17-43

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2018 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2018 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

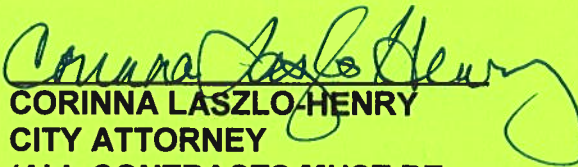
REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)


CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/23/17

DEPT: Utilities Dept.

MEETING DATE: 11/14/17

ITEM/TOPIC: Resolution No. 17-40 assigning official representatives and signatory authority for the CWSRF 071 loan agreement with the New Mexico Environment Department.


ACTION REQUESTED OF COUNCIL: Approval/Disapproval of Resolution No. 17-40.

BACKGROUND/RATIONALE: This resolution is required by the funding agency to assign representatives and signatory authority for the loan agreement.

STAFF RECOMMENDATION: Approval of Resolution No. 17-40.

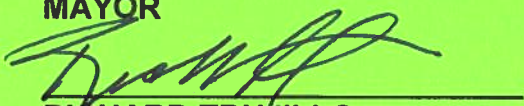
COMMITTEE RECOMMENDATION: This item was discussed at the November 14, 2017 regular meeting of the Utility Advisory Committee. Their recommendation will be provided at the Council Meeting.

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

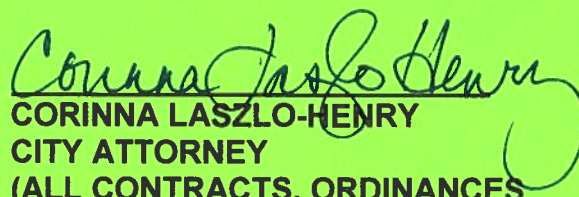
REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/23/17

DEPT: Utilities Dept.

MEETING DATE: 11/14/17

ITEM/TOPIC: Installation of high speed pumps at the water treatment filter plant.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of project.

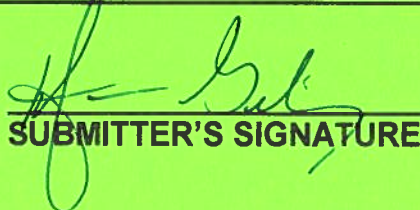
BACKGROUND/RATIONALE: This project is for the upgrade and replacement of electrical and mechanical components for four high service pumps at the water treatment plant. These new components will bring the system into compliance with current industry standards and allow for continued delivery of fresh drinking water into the distribution system and provide adequate pressure to the City's fire hydrants. The current system is aged and has received little modification since installation in 1978-1980.

The cost of the upgrade / replacement including GRT is approximately \$159,848.25. This includes \$105,303.48 for materials and \$50,320.00 for labor. This project has been budgeted for and will be paid out of line item 646-0000-650-8787. The work will be completed by Alpha Southwest.

STAFF RECOMMENDATION: Approval of project.

COMMITTEE RECOMMENDATION: This item was discussed at the November 14, 2017 regular meeting of the Utility Advisory Committee. Their recommendation will be provided at the Council Meeting.

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


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/23/17

DEPT: Utilities Dept.

MEETING DATE: 11/14/17

ITEM/TOPIC: Publication of Ordinance No. 17-11 to enter into a loan agreement with the New Mexico Environment Department.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to publish Ordinance No. 17-11.

BACKGROUND/RATIONALE: This loan is for the purpose of obtaining project loan funding for the Waste Water treatment plant lift stations. The principal loan amount is \$350,000 and the subsidy grant fund amount is \$100,000 for a total funded amount of \$450,000.

STAFF RECOMMENDATION: Approval to publish Ordinance No. 17-11.

COMMITTEE RECOMMENDATION: This item was discussed at the November 14, 2017 regular meeting of the Utility Advisory Committee. Their recommendation will be provided at the Council Meeting.

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



RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/06/17

DEPT: Utilities Dept.

MEETING DATE: 11/14/17

ITEM/TOPIC: Publication of Ordinance No. 17-12 amending water conservation ordinance.


ACTION REQUESTED OF COUNCIL: Approval/Disapproval to publish Ordinance No. 17-12.

BACKGROUND/RATIONALE: Amendment of water conservation Ordinance 440-26 to add small personal food gardens to the exceptions in the ordinance.

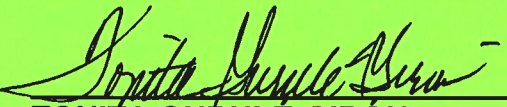
STAFF RECOMMENDATION: Approval to publish Ordinance No. 17-12.

COMMITTEE RECOMMENDATION: This item was discussed at the November 14, 2017 regular meeting of the Utility Advisory Committee. Their recommendation will be provided at the Council Meeting.

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


RICHARD TRUJILLO
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/23/17

DEPT: Police

MEETING DATE: 11/14/17

ITEM/TOPIC: Las Vegas Police Officer's Association (LVPOA) Lodge No. 20 approval of changes to Collective Bargaining Agreement.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval of LVPOA Lodge No. 20 Collective Bargaining Agreement.

BACKGROUND/RATIONALE: There was one change to Collective Bargaining Agreement, pg. 15, Section 35 Disciplinary Action, B. Progressive Discipline: 1. Verbal Reprimand. 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.]

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 GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

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(FOR BID/RFP AWARD)

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CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
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**LAS VEGAS POLICE OFFICER'S
ASSOCIATION**
Las Vegas NM 87701

Las Vegas Fraternal Order of Police Union Vice President Caleb Marquez
October 11, 2017

Cassandra Fresquez
City Clerk
City Of Las Vegas

Dear Mrs. Fresquez,

On behalf of the Las Vegas Fraternal Order of Police, this is a letter to inform you a vote was taken and approved for the ratification of the union contract with the agreements met 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 Vice President

AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND
THE LAS VEGAS POLICE OFFICER'S
ASSOCIATION
FRATERNAL ORDER OF POLICE
LAS VEGAS LODGE #20

EFFECTIVE
JUNE 30, 2016

THROUGH
JUNE 30, 2018

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

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 contain 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 Specialist, 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.

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 a two forty two (42) hour work week which totals and eighty four (84) hour pay period.

- B. Employees shall be entitled to overtime pay at a rate of one and one-half times 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. 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 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 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 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 shall review the facts and shall make a finding. The Chief, 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.
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:

1. 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.

2. The employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing.
3. An employee may be placed on paid administrative leave pending the outcome of the pre-determination hearings.
4. 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, 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 and 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. Step1. 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.
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 OFFICER'S, 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 area.
- 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 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 as to create unfavorable comment or reflect discredit on the Department.
- B. Off duty officers: 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 to 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 Chief of Police.
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 shall remain in full force and effect through June 30, 2018, 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. Negotiations for a successor agreement will occur upon written request by a party filed no later January 15, 2018.

IN WITNESS THEREOF, the parties hereto have set their hands and seal this ____ day of August 2017.

LAS VEGAS POLICE OFFICER'S
ASSOCIATION

CITY OF LAS VEGAS

MICHAEL LOPEZ
PRESIDENT

TONITA GURULÉ-GIRÓN
MAYOR

RICHARD R. TRUJILLO
CITY MANAGER

ATTEST:

CASANDRA FRESQUEZ
CITY CLERK

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/03/17 **DEPT:** Transportation

MEETING DATE: 11/14/17

ITEM/TOPIC: Resolution #17-15 Adopting the updated City of Las Vegas Meadow City Express- Zero Tolerance Substance Abuse Policy

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to approve Resolution #17-15 Adopting the updated City of Las Vegas Meadow City Express- Zero Tolerance Substance Abuse Policy.

BACKGROUND/RATIONALE: Meadow City Express is updating their current policy to reflect updated regulations required by the Federal Transit Administration (FTA) of the US Department of Transportation.


STAFF RECOMMENDATION: Approval of Resolution #17-15

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

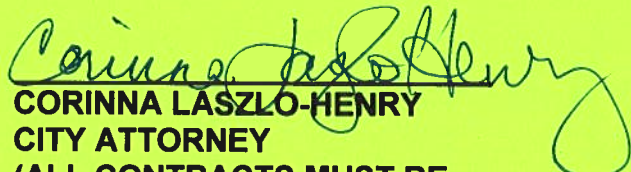
REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)


CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO.17-15**

**A RESOLUTION REPEALING AND REPLACING ALL PREVIOUS RESOLUTIONS AND
ADOPTING AN UPDATED CITY OF LAS VEGAS TRANSPORTATION DEPARTMENT (MEADOW
CITY EXPRESS) FTA DRUG AND ALCOHOL TESTING POLICY (ZERO TOLERANCE)**

WHEREAS, the City of Las Vegas Transportation Department (Meadow City Express) is required by the NMDOT Transit and Rail Division to have a FTA Drug and Alcohol Testing Policy in place; and

WHEREAS, upon completion of the Meadow City Express Drug and Alcohol Site Visit it was recommended that this updated FTA Drug and Alcohol Zero Tolerance Policy be created and adopted by the Governing Body, and distributed to MCE employees; and

NOW, THEREFORE BE IT RESOLVED THAT the Governing Body of the City of Las Vegas hereby approved the City of Las Vegas Transportation Department (Meadow City Express) FTA Drug and Alcohol Testing Policy (Zero Tolerance) and directs its distribution to transit employees.

PASSED, APPROVED AND ADOPTED by the City of Las Vegas Governing Body this ____ day of _____, 2017.

City of Las Vegas:

TONITA GURULE-GIRON,
Mayor

Approved as to Legal Sufficiency:

Attest:

Corinna Laszlo-Henry, City Attorney

Casandra Fresquez, City Clerk

**City of Las Vegas Transportation
(Meadow City Express)
FTA Drug and Alcohol Testing Policy
(Zero Tolerance)
(Revision Date: November 14, 2017)**

I. Introduction

Meadow City Express is dedicated to providing friendly, safe, dependable and economical transportation services to our transit system passengers. Meadow City Express is concerned about the effects of the use of illegal drugs, controlled substances and abuse of alcohol upon the health and safety of its employees and passengers. To address these concerns, it is our policy (1) to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) to create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform assigned duties.

II. Purpose

The purpose of this policy is to assure worker's fitness for duty and to protect employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry. **The Federal Transit Administration (FTA) of the U. S. Department of Transportation (DOT) has enacted 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for the safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result or a refusal to test. The U.S. DOT has enacted CFR 49, as amended, that sets standards for the collection, testing and reporting of urine and breath specimens. Part 40 also mandates specific protocols used by the Medical Review Officer (MRO), Substance Abuse Professional (SAP), Collector, Breath Alcohol Technician (BAT) and Third Party Administrator/Consortium (TPA).** The sections of this policy that reflect Parts 655 and 40 will be indicated by the use of **Bold Typeface**. In addition, the Federal Government has enacted 49 CFR part 29, "The Drug-Free Workplace Act" policies and the reporting of certain drug-related offenses to the FTA. These sections will appear in the policy in *Italic Typeface*. This policy also incorporates Meadow City Express requirements under the authority of Meadow City Express's policy on the use of alcohol and drugs in the workplace. Anything appearing in the policy in regular typeface will be under the Meadow City Express's own authority. **This policy will be kept current with all the latest federal regulations and interpretations as mandated.**

III. Applicability

This policy applies to all transit system employees; paid part-time employees; contract employees and contractors when performing any transit-related safety-sensitive duties or when they are on transit property. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work.

All provisions set forth in **bold face** print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug Free Workplace Act (49 CFR Part 29) are delineated in *italics*. All other provisions are set forth under the authority of the transit system.

A safety-sensitive function is defined as any duty related to the safe operation of public transit services including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), control or dispatch of a revenue service vehicle or equipment used in revenue service, maintenance of revenue vehicle or equipment used in revenue service (maintenance functions include the repair, overhaul and rebuild of engines, vehicles and/or equipment used in revenue service), security personnel who carry firearms, and any other employee or volunteer who perform duties requiring a CDL and/or performs a safety sensitive function and receives remuneration in excess of their actual expenses. Supervisors performing (or who may perform) any of the above described functions are considered to be safety-sensitive employees.

Participation in the Substance Abuse Program as stated in this policy is a condition of employment. Meadow City Express has a "Zero Tolerance Policy" which means that any safety sensitive employee who violates this policy by having a confirmed positive drug or alcohol test result or refuses to be tested when required, shall be immediately removed from safety-sensitive duty, referred to a Substance Abuse professional (SAP) and will be terminated.

All positions were reviewed for safety-sensitive duties to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. A full listing of such employee positions is located on Attachment B of this policy.

The FTA anti-drug rule preempts any state or local law, rule, regulation, or order to the extent that: (a) compliance with both the state or local requirement and any requirement in this part is not possible, or (b) compliance with the state or local requirement is an obstacle to the accomplishment and execution of any requirement in this part.

IV. Prohibited Substances

Prohibited substances addressed by this policy include the following:

A. Illegally Used Controlled Substance or Drugs

Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), MDMA (ecstasy) and cocaine, as well as any drugs not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse or legally prescribed drugs, and use of illegally obtained prescription drugs. Safety sensitive employees will be tested for marijuana, cocaine, amphetamines, opiates and phencyclidine (PCP). Use of any products that may result in a positive drug test (hemp oil for example) is prohibited by the Federal Guidelines.

B. Alcohol

The use of beverages containing alcohol or other product containing alcohol including, medication, mouthwash, food, candy, or any other substance, which causes alcohol to be present in the body at a rate of 0.04% alcohol concentration or greater, while performing safety sensitive duties or while on-call to perform a safety sensitive duty, is prohibited.

A. Prohibited Conduct

A. Manufacture, Trafficking, Ingestion, and Use.

All provisions set forth in **bold face** print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug Free Workplace Act (49 CFR Part 29) are delineated in *italics*. All other provisions are set forth under the authority of the transit system.

Any employee engaging in the manufacture, distribution dispensing, possession or use of prohibited substances on The Meadow City Express's premises, in public transit vehicles, in uniform or while on business related to a public transportation system operated under a contract with Meadow City Express will be subject to disciplinary action up to and including termination. Ingestion of stated drugs is prohibited at all times. Law enforcement shall be notified, as appropriate where criminal activity is suspected.

Notification of Criminal Drug Conviction

All employees are required to notify Meadow City Express of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action up to and including termination. Any safety sensitive employee must also report any circumstances where there was a criminal conviction or loss of driving privileges due to drug or alcohol misuse within 5 days of such conviction or loss of privileges.

B. Intoxication/Under the Influence

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. **Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty. In addition to being removed from duty, such employees will receive educational and rehabilitative information and a referral to a Substance Abuse Professional (SAP) and terminated from his/her position consistent with Meadow City Express's Zero Tolerance Policy.**

A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

C. Alcohol Use and Prohibition

No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her alcohol concentration is 0.04 or greater. Part 655 permits alcohol testing just before, during and just following the performance of a safety sensitive duty, Meadow City Express under its own authority also prohibits the consumption of alcohol all times the employee is on duty or on transit property. No safety -sensitive employee shall use alcohol while performing safety-sensitive functions, or 4 hours before, just after performing a safety-sensitive function or while on call. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities. No safety-sensitive employee shall use alcohol for 8 hours following involvement of an accident or until the employee has undergone a required post-accident alcohol test, whichever is first.

If Meadow City Express has actual knowledge of the use of alcohol while the employee is performing safety-sensitive functions, the employee will not be permitted to continue to perform the safety sensitive duty.

D. Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug test and breath alcohol testing a condition of their employment. Refusal of a drug and/or alcohol test will be treated as a verified positive test result. Any safety

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sensitive employee who refuses to comply with a request for testing shall be removed from duty immediately, informed of educational and rehabilitation programs available, and referred to a SAP.

Refusals:

Refusals can include a variety of behaviors, including:

- Failure to appear in a timely fashion (except for pre-employment test.)
- Failure to remain until the testing process is complete. An applicant who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- Failure to attempt to provide a breath or urine specimen.
- Failure to provide a sufficient quantity of urine or breath without a valid medical explanation.
- Failure to undergo a medical evaluation as required by the MRO or DER.
- Failure to cooperate with any part of the testing process for drug and alcohol testing.
- Failure to permit monitoring or observation.
- Failure to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- Possess or wearing a prosthetic or other device used to tamper with the testing process.
- Failure to take a second test as directed by the collector or employer.
- Admitting the adulterated or substituted of a specimen to the collector or MRO.
- The MRO's verification of a test as adulterated or substituted.
- Refusal to sign the certification at Step 2 of the Alcohol Testing Form (ATF)

A refusal to test will be treated the same as a positive test result.

Observed Collections:

The observation will be done by a person of the same gender in the following circumstances:

- All return to duty tests.
- All follow up tests.
- Any time the specimen collected is out of temperature range (90°F-100°F)
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- Anytime a collector observes materials brought to the collection site or employee's conduct clearly indicates an attempt to tamper with a specimen.
- Anytime the employee is directed to provide another specimen because the Laboratory reported to the MRO that the original specimen was invalid without a valid medical reason.
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted but had to be cancelled due to the test of the split specimen could not be performed.

E. Consequences of a Positive Drug and/or Alcohol Test or a Refusal to Test

All provisions set forth in **bold face** print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug Free Workplace Act (49 CFR Part 29) are delineated in *italics*. All other provisions are set forth under the authority of the transit system.

Drug tests can be performed any time a safety-sensitive employee is on duty. An alcohol test can be performed anytime the covered employee is performing a safety sensitive duty or just before, or just after the performance of a safety –sensitive duty. Under the authority of Meadow City Express the use of or influence of alcohol on a covered employee anytime that employee is on duty is prohibited.

A violation of this policy in the form of a verified positive drug result, a confirmed alcohol result of 0.04 BAC or greater, or a refusal to test will result in the immediate removal of the covered employee from safety sensitive duties, referral to a SAP and under Meadow City Express's authority, termination of employment.

V. Testing for Prohibited substances

Analytical urine drug testing and breath testing (saliva testing optional for screening) for alcohol may be conducted when circumstances warrant and as required by Federal regulations. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted in accordance to the procedures in 49 CFR Part 40, as amended. This will ensure the test results are attributed to the correct employee by following procedures including, picture identification of the employee, the use of the Federal Drug Custody and Control Form with unique specimen identification number completed by a trained collection site person who insures that the Custody and Control Form is completed correctly and signed and certified by the donor, collection of Spit Sample specimens that are sealed and initialed by the donor.

Drugs:

An employee may be tested for the following prohibited substances anytime while on duty. The drugs that will be tested for includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial drug screen, called an immunoassay-test, will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the metabolites present are above the minimum thresholds established in 49 CFR Part 40, as amended.

Alcohol:

Tests confirming alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Test (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will result in immediate removal from his/her position until the start of the employee's next regularly scheduled duty period, but not less than eight hours unless a retest results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of the requirements set forth in 49 CFR Part 655 of this policy.

MRO:

All test results from the laboratory will be reported to a Medical Review Officer (MRO). An MRO is a licensed physician who is certified as an MRO, with detailed knowledge of a substance abuse disorders and drug testing and meets the standards defined in 49 CFR part 40, as amended. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate alternative medical

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explanation for a confirmed positive result. The MRO will contact the employee, notify the employee of the positive laboratory result, and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate medical explanation is found, the test will be verified positive and reported to the Designated Employer Representative. If a legitimate explanation is found, the MRO will report the test result as negative. The MRO may also cancel results that are troubled according to the protocol set forth in 49 CFR part 40, as amended. The MRO will also inform the employee whose result is positive from the laboratory of his/her rights to have the spit sample analyzed at a second SAMHSA laboratory. See part E-Employee Requested Testing.

All employees/applicants with a dilute negative test result will be required to retest. The second test result will stand as the test of record and no additional testing will be required unless directed to do so by the MRO. A dilute positive result is treated the same as any other positive drug test result.

Testing Procedures:

A copy of 49 CFR Part 40 as amended, is available for review for complete and detailed laboratory, collection, MRO, and SAP procedures. An employee who would like to review 49 CFR parts 40 and 655 may request a copy from the Designated Employer Representative (DER)

VI. Testing Events:

A. Pre-Employment/Reclassification Testing

All safety-sensitive applicants shall undergo urine drug testing prior to performing safety sensitive duties. This requirement also affects employees not in safety-sensitive positions who seek reclassification into a safety-sensitive position. Receipt by Meadow City Express of a negative drug test result is required prior to performing safety sensitive duties in a covered position. A cancelled test result is not acceptable and must be retaken. Hiring into a safety-sensitive position will be completed within one (1) month of a successful pre-employment/reclassification test. If the applicant has a positive pre-employment drug test, he/she cannot be hired for a safety sensitive position.

If a current covered employee has not performed a safety sensitive duty for 90 days or longer, and has been removed from the random pool, the employee must submit to a new pre-employment drug test and receive a negative result before resuming safety-sensitive duties.

If otherwise qualified, an individual with permanent or long term disabilities that directly render them unable to provide an adequate urine specimen will be able to perform safety-sensitive duties despite their inability to provide urine during a pre-employment test. The MRO will determine long term inability to provide urine by medical examination and consultation with the employee's physician.

All applicants for safety-sensitive positions will be notified in writing that they will be required to undergo pre-employment/reclassification drug testing prior to their employment or performance of any safety

All provisions set forth in **bold face** print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug Free Workplace Act (49 CFR Part 29) are delineated in *italics*. All other provisions are set forth under the authority of the transit system.

sensitive duties and that they will be subject to drug and alcohol testing throughout the period of their employment and Meadow City Express will retain on file the drug test results of all new hires.

When a covered employee or applicant has previously failed or refused a DOT pre-employment drug test (or any other DOT drug or alcohol test, or refused to be tested in the prior 2 years), , the employee or applicant must present to the employer proof of successfully having completed a referral, evaluation and treatment plan as described in Sec. 655.62.

B. Reasonable Suspicion Testing

All safety sensitive employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance.

A reasonable suspicion referral for testing, as specified by 49 CFR Part 655, will be made on the basis of documented objective facts and circumstances which are consistent with the long or short-term effects of substance abuse. Reasonable suspicion testing can be done if the observation is made for suspicion of drug use at anytime the employee is on duty however, alcohol testing must be done during, just preceding, or immediately following the performance of a safety sensitive function. Observations leading to that testing must be made during, just preceding, or just after the employee performs covered duties.

Reasonable suspicion determinations will be made by one (or more) supervisor(s) in function rather than by title, who has been trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse. Criteria for reasonable suspicion testing included specific, contemporaneous, and articulable observations concerning appearance, behavior, speech, or body odors of the covered employee consistent with possible drug or alcohol misuse. Written documentation shall be required for any reasonable suspicion testing. Only trained supervisors who directly observe said reasonable suspicious behavior have justification for requiring reasonable suspicion testing. When a determination has been made for reasonable suspicion testing, the employee will be transported immediately by the supervisor to the collection site. Alcohol tests delayed more than two hours must be accompanied with documentation specifying the reason for such a delay. If the alcohol test is not done within 8 hours the reasons for not testing must also be updated on the written report.

C. Post-Accident Testing

Safety-sensitive employee will be required to undergo urine drug and breath alcohol testing if they are involved in an accident with a public transportation system vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. Post-accident testing is mandatory for any accidents where there is loss of life. This includes all safety-sensitive employees that are on-duty in the vehicles and any other whose performance could have contributed to the accident, such as surviving operators, dispatchers, maintenance personnel, or other safety sensitive associated employees. Neither a deceased nor an unconscious employee can be tested. Any post-accident testing is stayed while the employee assists in resolution of the accident or receives medical attention following the accident.

All provisions set forth in **bold face** print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug Free Workplace Act (49 CFR Part 29) are delineated in *italics*. All other provisions are set forth under the authority of the transit system.

In addition, a post-accident test will be conducted in situations where there isn't a fatality but the following occurs, (a) an individual requires immediate transportation to a medical treatment facility (as a result of collision or non-collision), (b) anytime one or more vehicles incurs disabling damage that prevents any of the vehicles involved from leaving the scene of the occurrence in their usual manner in daylight after simple repairs, or (c) with respect to an occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus or vessel and the public transit vehicle is removed from operation. In a non-fatal accident as previously described, post-accident testing will be conducted unless the operator's performance (and any other covered employees whose performance could have contributed to the accident) can be completely discounted as a contributing factor to the accident as determined by employer using the best information at the time of the decision.

Following an accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed (8) eight hours for alcohol testing and 32 hours for drug testing. All accidents will have documentation as to whether or not a test was administered and the rational for such a decision. If there is a delay of greater than 2 (two) hours for an alcohol test, a reason must be given in writing, retained in a file for possible later referral, and the employer must still attempt to administer the alcohol test, however, all attempts must cease after eight hours. If alcohol testing is not done within 8 hours following the accident the reasons for not testing must also be updated on the written report. Any safety-sensitive employees subject to post-accident testing must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accidental alcohol test.

Safety-sensitive employees subject to post-accident testing must remain readily available for testing and the employer must know the whereabouts of those employees at all times until post-accident testing has been completed or until the employee has been completely discounted as a contributing factor.

Written rational and documentation is required when a decision is made not to test an employee in a FTA nonfatal accident. In the rare event that the employee cannot participate in the FTA collection process, following an accident, the employer may accept the results of a test performed by federal, state, or local officials if results are released.

Procedures will be in place to insure testing can be conducted all hours of operation.

Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test. In such cases, the employee will be subject to the consequences of a test refusal.

Post accident testing will be stayed while the employee(s) in question assist in the resolution of the accident or receive medical treatment following the accident.

D. Random Testing

FTA regulations require random testing of drugs and alcohol for all safety-sensitive employees. Random testing serves as a deterrent against employee beginning or continuing drug use or alcohol misuse. All

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employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random drug and/or alcohol testing will be made using a scientifically valid method that ensures each covered employee will have an equal chance of being selected each time selections are made and there will be no discretion of the managers as to the selections made. All safety-sensitive employees remain in the selection pool even after being selected for testing thus, employees may be selected more than once a year. The tests are conducted throughout the year in an unpredictable pattern. The random number selection process is conducted in strict confidence to ensure no employee is forewarned and that testing is unannounced. A limited number of individuals will have knowledge of the random selections to insure confidentiality and the integrity of the testing process.

The random testing period begins in January. The random tests will be spread throughout the draw period and all shifts that safety-sensitive duties are performed. Random Alcohol testing can only be performed just before, during, or just after the performance of a safety-sensitive job function, while drug test can be conducted at any time during the employee's shift (i.e. beginning, middle, or end). Employees are required to proceed immediately to the collection site upon notification of their random selection.

Only U.S. DOT safety-sensitive employees are included in the random pool. In the event the Designated Employer Representative (DER) is selected for random testing, a secondary contact will notify the DER to report to the collection site for the random testing. All safety-sensitive employees shall be notified discreetly to immediately report to the collection site.

Meadow City Express retains records of the date and time of notification that a safety-sensitive employee has been selected and the results of those tests. All information is confidential.

As a member of the New Mexico Department of Transportation Consortium, Meadow City Express shall, during the course of a year, participate in the random testing program insuring the minimum rate defined by Federal Transit Administration of safety sensitive employees are tested for drugs and alcohol use. The rates are subject to annual revision based on the FTA regulations. The testing rate performed by the Consortium will always meet the minimum rate set by 49 CFR part 655. These percentages are subject to change as a result of an annual statistical review by the FTA.

Employee Requested Testing

Any safety-sensitive employee who has been notified by the MRO that h/she has a verified positive drug test and/or refusal to test because of adulteration or substitution may request the MRO to forward the spit sample to a different DHHS certified laboratory for analysis. The test must be conducted on the spit sample that was provided by the employee at the same time as the original sample. Payment for testing of the spit specimen is the responsibility of the employee, unless the result of the spit sample test invalidates the result of the original test. Testing will not be denied if the employee cannot pay. Meadow City Express will ensure that the costs for the spit specimen are covered in order to complete a timely analysis, however, Meadow City Express will seek reimbursement for the spit analysis from the employee. The final spit specimen result goes to the employer.

The method of collecting, storing, and testing the spit sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for split sample testing must be made to the Medical

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Review Officer within 72 hours of notice of the original sample verified test result. The MRO must direct the laboratory in writing to send the spit sample with appropriate copies of the chain of custody form and a copy of the MRO's request for testing to another DHHS certified laboratory.

Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee.

VII. Consequences of a Positive Test Result or a Refusal.

Any safety-sensitive employee or applicant who tests positive for the presence of illegal drugs and/or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, or has refused to submit to a drug or alcohol test (except in the case of an applicant) will be immediately removed from safety sensitive duties and referred to a substance Abuse Professional (SAP). An SAP shall be a licensed or certified psychologist, social worker, or employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.. The SAP will adhere to the procedure and requirements defined in 49 CFR part 40, subpart O.

Meadow City Express is not responsible for any costs incurred for the SAP's evaluation, assessment or any treatment recommendation.

VIII. Voluntary Treatment Requirements (prior to any violation of this policy)

Voluntary requests for treatment must be made prior to any pending drug/alcohol test or disciplinary action. Employees will not be disciplined for requesting treatment, but will be expected to observe job performance standards and work rules as they apply to every employee.

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with transit system requirements for treatment after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

IX. Information Disclosure

Meadow City Express will strictly adhere to all standards of confidentiality and assure all employees that testing records and results will be released only to those authorized by FTA rules to receive such information. All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Privacy of each tested employee shall be strictly maintained. Information will only be released in the following circumstances:

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1. To a third party only as directed by specific, written instruction of the employee;
2. To the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee tested;
3. To a subsequent employer upon receipt of a written request from the employee;
4. To the national Transportation Safety Board during an accident investigation.
5. To the DOT or any DOT agency with regulatory authority over the employer or any of its employees, or to a State oversight agency authorized to oversee rail fixed-guideway system; or
6. To the employee, upon written request.

Employee have the unqualified right to review their drug and alcohol testing records, to have access to information to dispute the results of any testing outcome, to have access to any pertinent records such as equipment calibration records and records of laboratory certification.

X. Employee and Supervisor Training

All safety sensitive employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use. The training will be in the context of prohibited drug use in the workplace, the FTA regulations, and Meadow City Express's substance abuse policy. Additional training shall also include information concerning the effects of alcohol misuse on the individual's health, work, and personal life, and signs and symptoms of an alcohol problem. Printed literature concerning prohibited drug use and the effects of drugs and alcohol as well as a service hotline for employees experiencing problems with prohibited drugs and alcohol will be made readily available to all safety-sensitive employees.

Supervisors will also receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Training shall be given to all supervisors concerning: (a) their role and responsibility of reasonable suspicion determinations, (b) procedures for initiating, sustaining, and documenting the referral of reasonable suspicions, (c) instructions for employee intervention , and (d) procedures for record keeping/documenting a reasonable suspicion event. Supervisors will not perform supervisory duties that required reasonable suspicion determination prior to completing supervisor training.

XI. Employee/Employer Communications

The City of Las Vegas Transportation (Meadow City Express) Substance Abuse Policy was originally approved and adopted by Mayor and City Council on 12/21/2011 and became effective 12/21/2011. This policy was substantively amended on 11/14/2017.

Anytime this policy is substantively amended or updated due to changes in Federal regulations in the future, the policy will contain the date of adoption of the amended policy by Mayor and City Council and the date the amended policy became effective.

This policy and current and future contracts will be modified to stay within required compliance with FTA regulations.

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Copies of this policy will be provided to all safety-sensitive employees. A Confirmation of Receipt shall be signed acknowledging that the employee has received the policy and understands that it is the employee's responsibility to abide by the provisions of the policy. Revisions to this policy shall be made aware of to the employee and shall be acknowledged with an updated Confirmation of Receipt. All new hires shall receive the most current policy.

XII. Proper Application of the Policy

Supervisors/manager are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

Attachment A System Contacts

Any questions regarding this policy or any other aspect of the drug free and alcohol-free transit program should contact the following transit system representative.

Designated Employer Representative/Program Manager:

Name: April Gonzales
Title: Human Resource Manager
Address: 1700 N. Grand Ave.
Las Vegas, NM 87701
Telephone Number: (505)454-1401 ext.3263

SAMHSA Certified Laboratory

Name: SED Laboratories
Address: 5601 Office Boulevard, NE
Albuquerque, NM 87109
Telephone Number: (800)999-5227

Medical Review Officer:

Name: Stephen J. Kracht, D.O.
Address: PO Box 25902
Overlandpark, KS 66255
Telephone Number: (888) 382-2281

Substance Abuse Professionals

Primary SAP: Sheena Bachelor-Evridge
Address: 4601 Paradise Blvd. NW Suite G
Albuquerque, NM 87411
Telephone Number: (505) 508-0808
Fax: 888-896-8728
Cell Phone: 505-239-7128
Email: sheena.bachelor@gmail.com

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Substance Abuse Professionals

Primary SAP: Kim DuTremaine, LCSW, LADAC, SAP

Address: 511 E. 20th St.

Farmington, NM 87504

Telephone Number: (505) 330-3455 or (505)-564-3733

Email: kim@cottonwood.us.com

Collection Site

Name: Concentra

Address: 720 St. Michaels Dr.

Santa Fe, NM 87505

Telephone Number: (505) 438-9402

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Attachment B

Safety-Sensitive Positions at Meadow City Express

All positions at Meadow City Express were reviewed for safety-sensitive duties, as defined in 49 CFR part 655, to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following positions were determined to be safety-sensitive:

List the positions in your transit system that perform safety sensitive duties.

**Transit/Operations Supervisor
Clerk/dispatch (Backup Driver)
Transit Driver/Maintenance Technician
Transit Drivers**

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Redline version

CITY OF LAS VEGAS
RESOLUTION NO. 11-83

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**A RESOLUTION REPEALING AND REPLACING ALL PREVIOUS
RESOLUTIONS AND ADOPTING A CITY OF LAS VEGAS
TRANSPORTATION DEPARTMENT (MEADOW CITY EXPRESS) FTA
DRUG AND ALCOHOL TESTING POLICY (ZERO-TOLERANCE)**

WHEREAS, the City of Las Vegas Transportation Department (Meadow City Express) is required by the NMDOT Transit and Rail Division to have a FTA Drug and Alcohol Testing Policy in place; and

WHEREAS, upon completion of the Meadow City Express Drug and Alcohol Site visit is recommended that this updated FTA Drug and Alcohol Zero Tolerance Policy be created and adopted by the Governing Body, and distributed to MCE employees; and

NOW, THEREFORE BE IT RESOLVED THAT the Governing Body of the City of Las Vegas hereby approved the City of Las Vegas Transportation Department (Meadow City Express) FTA Drug and Alcohol Testing Policy (Zero Tolerance) and directs its distribution to transit employees.

PASSED, APPROVED AND ADOPTED by the City of Las Vegas Governing Body this 21 day of December, 2011.

CITY OF LAS VEGAS:

Alfonso E. Ortiz, Jr., Mayor

ATTEST:

Casandra Fresquez, City Clerk

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**City of Las Vegas Transportation
(Meadow City Express)
FTA Drug and Alcohol Testing Policy
(Zero Tolerance)**

(Revision Date: ~~December 21, 2011~~ **November 14, 2017**)

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I. Introduction

Meadow City Express is dedicated to providing friendly, safe, dependable and economical transportation services to our transit system passengers. Meadow City Express is concerned about the effects of the use of illegal drugs, controlled substances and abuse of alcohol upon the health and safety of its employees and passengers. To address these concerns, it is our policy (1) to ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) to create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform assigned duties.

II. Purpose

The purpose of this policy is to assure worker's fitness for duty and to protect employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry. **The Federal Transit Administration (FTA) of the U. S. Department of Transportation (DOT) has enacted 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for the safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result or a refusal to test. The U.S. DOT has enacted CFR 49, as amended, that sets standards for the collection, testing and reporting of urine and breath specimens. Part 40 also mandates specific protocols used by the Medical Review Officer (MRO), Substance Abuse Professional (SAP), Collector, Breath Alcohol Technician (BAT) and Third Party Administrator/Consortium (TPA).** The sections of this policy that reflect Parts 655 and 40 will be indicated by the use of **Bold Typeface**. In addition, the Federal Government has enacted 49 CFR part 29, "The Drug-Free Workplace Act" policies and the reporting of certain drug-related offenses to the FTA. These sections will appear in the policy in *Italic Typeface*. This policy also incorporates Meadow City Express requirements under the authority of Meadow City Express's policy on the use of alcohol and drugs in the workplace. Anything appearing in the policy in regular typeface will be under the Meadow City Express's own authority. **This policy will be kept current with all the latest federal regulations and interpretations as mandated.**

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III. Applicability

This policy applies to all transit system employees; paid part-time employees; contract employees and contractors when performing any transit-related safety-sensitive duties or

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or when they are on transit property. **This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work.** ~~Visitors, vendors, and contract employees are governed by this policy while on transit premises and will not be permitted to conduct transit business if found to be in violation of this policy.~~

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A safety-sensitive function is defined as any duty related to the safe operation of ~~mass-public~~ transit services including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), controlling ~~the~~ dispatch ~~of a revenue service vehicle or equipment used in revenue service, or movement and~~ maintenance of revenue vehicle or equipment used in revenue service (maintenance functions include the repair, overhaul and rebuild of engines, vehicles and/or equipment used in revenue service), security personnel who carry firearms, and any other employee or volunteer who perform duties requiring a CDL and/or performs a safety sensitive function and receives remuneration in excess of their actual expenses. Supervisors performing ~~(or who may perform)~~ any of the above described functions are considered to be safety-sensitive employees.

Participation in the Substance Abuse Program as stated in this policy is a condition of employment. Meadow City Express has a "Zero Tolerance Policy" which means that ~~any safety sensitive employee who violates this policy by having a confirmed positive drug or alcohol test result or refuses to be tested when required, shall be immediately removed from safety-sensitive duty, referred to a Substance Abuse professional (SAP) and~~ will be terminated.

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All positions were reviewed for safety-sensitive duties to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. A full listing of such employee positions is located on Attachment B of this policy.

The FTA anti-drug rule preempts any state or local law, rule, regulation, or order to the extent that: (a) compliance with both the state or local requirement and any requirement in this part is not possible, or (b) compliance with the state or local requirement is an obstacle to the accomplishment and execution of any requirement in this part.

IV. Prohibited Substances

Prohibited substances addressed by this policy include the following:

A. Illegally Used Controlled Substance or Drugs

Any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), MDMA (ecstasy) and cocaine, as well as any drugs not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse or legally prescribed drugs, and use of illegally obtained prescription drugs. Safety sensitive employees will be tested for marijuana, cocaine, amphetamines, opiates and phencyclidine (PCP). Use of any products that may result in a positive drug test (hemp oil for example) is prohibited by the Federal Guidelines.

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B. Legal Drugs

~~The appropriate use of legally prescribed drugs and non-prescription medication is not prohibited. However, the use of any substance which carries a warning label or that indicates that mental functioning, motor skills, or judgment may be adversely affected should be reported to supervisory personnel. (The employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform safety-sensitive functions. When possible alternative substances should be requested from the prescribing physician. It is the employee's responsibility to inform the physician the nature of employee's job duties.~~

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~~Any failure to report the use of such drugs or failure to provide proper evidence of medical authorization may result in disciplinary action.~~

~~A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization. The misuse or abuse of legal drugs while performing transit business is prohibited.~~

C. Alcohol

The use of beverages containing alcohol or other product containing alcohol including, medication, mouthwash, food, candy, or any other substance, which causes alcohol to be present in the body at a rate of 0.042% alcohol concentration or greater, while performing safety sensitive duties or while on-call to perform a safety sensitive duty, is prohibited.

A. Prohibited Conduct

A. Manufacture, Trafficking, Ingestion, and Use.

Any employee engaging in the manufacture, distribution dispensing, possession or use of prohibited substances on The Meadow City Express's premises, in public transit vehicles, in uniform or while on business related to a public transportation system operated under a contract with Meadow City Express will be subject to disciplinary action up to and including termination. Ingestion of stated drugs is prohibited at all times. Law enforcement shall be notified, as appropriate where criminal activity is suspected.

Notification of Criminal Drug Conviction

All employees are required to notify Meadow City Express of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action.

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~~Action up to and including termination. Any safety sensitive employee must also report any circumstances where there was a criminal conviction or loss of driving privileges due to drug or alcohol misuse within 5 days of such conviction or loss of privileges.~~

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B. Intoxication/Under the Influence

Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended ~~deducted~~ from job duties pending an investigation and verification of condition. ~~Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty. In addition to being removed from duty, such employees will receive~~ educational and rehabilitative information and a referral to a Substance Abuse Professional (SAP) and terminated from his/her position consistent with Meadow City Express's Zero Tolerance Policy.

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A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

C. Alcohol Use and Prohibition

No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her alcohol concentration is 0.042 or greater. Part 655 permits alcohol testing just before, during and just following the performance of a safety sensitive duty, Meadow City Express under its own authority also prohibits the consumption of alcohol all times the employee is on duty or on transit property. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, or 4 hours before, just after performing a safety-sensitive function or while on call. ~~If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities. No~~ safety-sensitive employee shall use alcohol for 8 hours ~~after a reportable~~ following involvement of ~~accidentan accident~~ or until the employee has undergone a required post-accident alcohol test, whichever is first.

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If Meadow City Express has actual knowledge of the use of alcohol while the employee is performing safety-sensitive functions, the employee will not be permitted to continue to perform the safety sensitive duty.

D. Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug test and breath alcohol testing a condition of their employment. Refusal of a drug and/or alcohol test will be treated as a verified positive test result. ~~Any safety sensitive employee who refuses to comply with a request for testing shall be removed from duty immediately. Informed of educational and rehabilitation programs available, and referred to a SAP.~~

Refusals:

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Refusals can include a variety of behaviors, including:

- Failure to appear in a timely fashion (except for pre-employment test.)
- Failure to remain until the testing process is complete. **An applicant who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.**
- Failure to attempt to provide a breath or urine specimen.
- Failure to provide a sufficient quantity of urine or breath without a valid medical explanation.
- Failure to undergo a medical evaluation as required by the MRO or DER.
- Failure to cooperate with any part of the testing process for drug and alcohol testing.
- Failure to permit monitoring or observation.
- Failure to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- Possess or wearing a prosthetic or other device used to tamper with the testing process.
- Failure to take a second test as directed by the collector or employer.
- Admitting the adulterated or substituted of a specimen to the collector or MRO.
- The MRO's verification of a test as adulterated or substituted.
- Refusal to sign the certification at Step 2 of the **Alcohol Testing Form (ATFE)**

A refusal to test will be treated the same as a positive test result.

Observed Collections:

The observation will be done by a person of the same gender in the following circumstances:

- All return to duty ~~tests tests(second chance policy)~~
- All follow up tests ~~.(second chance policy)~~
- Any time the specimen collected is out of temperature range (90°F-100°F)
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- Anytime a collector observes materials brought to the collection site or employee's conduct clearly indicates an attempt to tamper with a specimen.
- Anytime the employee is directed to provide another specimen because the Laboratory reported to the MRO that the original specimen was invalid without a valid medical reason.
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted but had to be cancelled due to the test of the split specimen could not be performed.

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~~Drug tests can be performed any time a safety-sensitive employee is on duty. An alcohol test can be performed anytime the covered employee is performing a safety sensitive duty or just before, or just after the performance of a safety-sensitive duty. Under the authority of Meadow City Express the use of or influence of alcohol on a covered employee anytime that employee is on duty is prohibited.~~

E. Consequences of a Positive Drug and/or Alcohol Test or a Refusal to Test

~~Drug tests~~**Drug tests** can be performed any time a safety-sensitive employee is on duty. An alcohol test can be performed anytime the covered employee is performing a safety sensitive duty or just before, or just after the performance of a safety-sensitive duty. Under the authority of Meadow City Express the use of or influence of alcohol on a covered employee anytime that employee is on duty is prohibited.

A violation of this policy in the form of a verified positive drug result, a confirmed alcohol result of 0.04 BAC or greater, or a refusal to test will result in the immediate removal of the covered employee from safety sensitive duties, referral to a SAP and under Meadow City Express's authority, termination of employment.

V. Testing for Prohibited substances

Analytical urine drug testing and breath testing (saliva testing optional for screening) for alcohol may be conducted when circumstances warrant and as required by Federal regulations. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted in accordance to the procedures in 49 CFR Part 40 ~~and 655~~, as amended. This will ensure the test results are attributed to the correct employee by following procedures including, picture identification of the employee, the use of the Federal Drug Custody and Control Form with unique specimen identification number completed by a trained collection site person who insures that the Custody and Control Form is completed correctly and signed and certified by the donor, collection of Spit Sample specimens that are sealed and initialed by the donor.

Drugs:

An employee may be tested for the following prohibited substances anytime while on duty. The drugs that will be tested for includes cocaine, opiates, amphetamines, and phencyclidine **(PCP)**. An initial drug

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screen, called ~~a marijuana~~ an immunoassay test, will be conducted on each urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the metabolites present are above the minimum thresholds established in 49 CFR Part 40, as amended.

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~~In instances where there is a reason to believe an employee is abusing a substance other than the six drugs defined by the 49 CFR part 40, Meadow City Express reserves the right to request a separate sample and to test for additional drugs under Meadow City Express's own authority using standard laboratory testing protocols and a non-federal custody and control form. Meadow City Express also reserves the right to required a fitness-for-duty examination by a licensed physician when an employee's observable behavior and actions are considered to be inconsistent with a safe, drug-free workplace~~

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Alcohol:

Tests confirming alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Test (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will result in immediate removal from his/her position until the start of the employee's next regularly scheduled duty period, but not less than ~~for~~ eight hours unless a retest results in a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of the requirements set forth in 49 CFR Part 655 of this policy.

MRO:

All test results from the laboratory will be reported to a Medical Review Officer (MRO). An MRO is a licensed physician who is certified as an MRO, with detailed knowledge of a substance abuse disorders and drug testing and meets the standards defined in 49 CFR part 40, as amended. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate alternative medical explanation for a confirmed positive result. The MRO will contact the employee, notify the employee of the positive laboratory result, and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate medical explanation is found, the test will be verified positive and reported to the Designated Employer Representative. If a legitimate explanation is found, the MRO will report the test result as negative. The MRO may also cancel results that are troubled according to the protocol set forth in 49 CFR part 40, as amended. ~~The MRO~~ MRO will also inform the employee whose result is positive from the laboratory of his/her rights to have the spit sample analyzed at a second SAMHSA laboratory. See part E-Employee Requested Testing.

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All employees/applicants with a dilute negative test result will be required to retest. The second test result will stand as the test of record and no additional testing will be required unless directed to do so by the MRO. A dilute positive result is treated the same as any other positive drug test result.

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Testing Procedures:

A copy of 49 CFR

Part 40 as amended, is available for review for complete and detailed laboratory, collection, MRO, and SAP procedures. An employee who would like to review 49 CFR parts 40 and 655 may request a copy from the Designated Employer Representative (DER)

VII. Testing Events:

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A. Pre-Employment/Reclassification Testing

All safety-sensitive applicants shall undergo urine drug testing prior to performing safety sensitive duties. This requirement also affects employees not in safety-sensitive positions who seek reclassification into a safety-sensitive position. Receipt by Meadow City Express of a negative **drug** test result is required prior to performing safety sensitive duties in a covered position. A cancelled test result is not acceptable and must be retaken. Hiring into a safety-sensitive position will be completed within one (1) month of a successful pre-employment/reclassification test. If the applicant has a positive pre-employment drug test, he/she cannot be hired for a safety sensitive position.

If a current covered employee has not performed a safety sensitive duty for 90 days or longer, and has been removed from the random pool, the employee must submit to a new pre-employment **drug** test and receive a negative result before resuming safety-sensitive duties.

~~If otherwise qualified, an individual with permanent or long term disabilities that directly render them unable to provide an adequate urine specimen will be able to perform safety-sensitive duties despite their inability to provide urine during a pre-employment test. The MRO will determine long term inability to provide urine by medical examination and consultation with the employee's physician. An MRO may report negative pre-employment test results for individuals who are unable to provide sufficient volume due to permanent disability, but has a medical evaluation that indicates no chemical evidence of illegal drug use.~~

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All applicants for safety-sensitive positions will be notified in writing that they will be required to undergo pre-employment/reclassification drug testing prior to their employment or performance of any safety sensitive duties and that they will be subject to drug and alcohol testing throughout the period of their employment and Meadow City Express will retain on file the drug test results of all new hires.

When a covered employee or applicant has previously failed or refused a DOT pre-employment drug test (or any other DOT drug or alcohol test or refused to be tested in the prior 2 years), the employee or applicant must present to the employer proof of successfully having completed a referral, evaluation and treatment plan as described in Sec. 655.62.

B. Reasonable Suspicion Testing

All safety sensitive employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance.

A reasonable suspicion referral for testing, as specified by 49 CFR Part 655, will be made on the basis of documented objective facts and circumstances which are consistent with the long or short-term effects of substance abuse. Reasonable suspicion testing can be done if the observation is made for suspicion of drug use at anytime the employee is on duty however, alcohol testing must be done during, just preceding, or immediately following the performance of a safety sensitive function. Observations leading to that testing must be made during, just preceding or just after the employee performs covered duties.

Reasonable suspicion determinations will be made by one (or more) supervisor(s) in function rather than by title, who has been trained to detect t

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The signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse. Criteria for reasonable suspicion testing included specific, contemporaneous, and articulable observations concerning appearance, behavior, speech, or body odors of the covered employee consistent with possible drug or alcohol misuse. Written documentation shall be required for any reasonable suspicion testing. Only trained supervisors who directly observe said reasonable suspicious behavior have justification for requiring reasonable suspicion testing. When a determination has been made for reasonable suspicion testing, the employee will be transported immediately by the supervisor to the collection site. Alcohol tests delayed more than two hours must be accompanied with documentation specifying the reason for such a delay. If the alcohol test is

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not done within 8 hours the reasons for not testing must also be updated on the written report. Attempts to collect an alcohol test must conclude after 8 (eight) hours.

C. Post-Accident Testing

Safety-sensitive employee will be required to undergo urine drug and breath alcohol testing if they are involved in an accident with a public transportation system vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. **Post-accident testing is mandatory for any accidents where there is loss of life.** This includes all safety-sensitive employees that are ~~on-duty~~ **in duty in** the vehicles and any other whose performance could have contributed to the accident, such as surviving operators, dispatchers, maintenance personnel, or other safety sensitive associated employees. Neither a deceased nor an unconscious employee can be tested. Any post-accident testing is stayed while the employee assists in resolution of the accident or receives medical attention following the accident.

In addition, a post-accident test will be conducted in situations where there isn't a fatality but the following occurs, (a) an individual requires immediate transportation to a medical treatment facility (as a result of collision or non-collision), (b) anytime one or more vehicles incurs disabling damage that prevents any of the vehicles involved from leaving the scene of the occurrence in their usual manner in daylight after simple repairs, or (c) with respect to an occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus or vessel and the **public transit** vehicle is removed from operation. In a non-fatal accident as previously described, post-accident testing will be conducted unless the operator's performance (and any other covered employees whose performance could have contributed to the accident) can be completely discounted as a contributing factor to the accident as determined by employer using the best information at the time of the decision.

Following an accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed (8) eight hours for alcohol testing and 32 hours for drug testing. All accidents will have documentation as to whether or not a test was administered and the rationale for such a decision. If there is a delay of greater than 2 (two) hours for an alcohol test, a reason must be given in **w**.

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Writing, retained in a file for possible later referral, and the employer must still attempt to administer the alcohol test, however, all attempts must cease after eight hours. **If alcohol testing is not done within 8 hours following the accident the reasons for not testing must also be updated on the written report.** Any safety-sensitive employees subject to post-accident testing must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accidental alcohol test.

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Safety-sensitive employees subject to post-accident testing must remain readily available for testing and the employer must know the whereabouts of those employees at all times until post-accident testing has been completed or until the employee has been completely discounted as a contributing factor.

Written rational and documentation is required when a decision is made not to test an employee in a FTA nonfatal accident. In the rare event that the employee cannot participate in the FTA collection process, following an accident, the employer may accept the results of a test performed by federal, state, or local officials if results are released.

Procedures will be in place to insure testing can be conducted all hours of operation.

Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test. In such cases, the employee will be subject to the consequences of a test refusal.

Post accident testing will be stayed while the employee(s) in question **assist in the resolution of the accident or** receive medical treatment following the accident.

D. Random Testing

FTA regulations require random testing of drugs and alcohol for all safety-sensitive employees. Random testing serves as a deterrent against employee beginning or continuing drug use or alcohol misuse. All employees in safety-sensitive positions will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random drug and/or alcohol testing will be made using a scientifically valid method that ensures each covered employee will have an equal chance of being selected each time selections are made and there will be no discretion of the managers as to the selections made. All safety-sensitive employees remain in the selection pool even after being selected for testing thus, employees may be selected more than once a year. The tests are conducted throughout the year in an unpredictable pattern. The random number selection process is conducted in strict confidence to ensure no employee is forewarned and that testing is unannounced. A limited number of individuals will have knowledge of the random selections to insure confidentiality and the integrity of the testing process.

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The random testing period begins in January. The random tests will be spread throughout the draw period and all shifts that safety-sensitive duties are performed. **Federal-Random** Alcohol testing can only be performed just before, during, or just after the performance of a safety-sensitive job function, while drug test can be conducted at any time during the employee's shift (i.e. beginning, middle, **or** end). Employees are required to proceed immediately to the collection site upon notification of their random selection.

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Only U.S. DOT safety-sensitive employees are included in the random pool. In the event the Designated Employer Representative (DER) is selected for random testing, a secondary contact will notify the DER to report to the collection site for the random testing. All safety-sensitive employees shall be notified discreetly to immediately report to the collection site.

Meadow City Express retains records of the date and time of notification that a safety-sensitive employee has been selected and the results of those tests. All information is confidential.

As a member of the New Mexico Department of Transportation Consortium, Meadow City Express shall, during the course of a year, participate in the random testing program insuring the minimum rate defined by Federal Transit Administration of safety sensitive employees are tested for drugs and alcohol use. The rates are subject to annual revision based on the FTA regulations. The testing rate performed by the Consortium will always meet the minimum rate set by 49 CFR part 655. These percentages are subject to change as a result of an annual statistical review by the FTA.

E. Employee Requested Testing

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Any safety-sensitive employee who ~~questions the results of a required~~ **has been notified by the MRO that h/she has a verified positive drug test and/or refusal to test because of adulteration or substitution -drug test** may request the MRO to forward the spit sample to a different DHHS certified laboratory for analysis. The test must be conducted on the spit sample that was provided by the employee at the same time as the original sample. Payment for testing of the spit specimen is the responsibility of the employee, unless the result of the spit sample test invalidates the result of the original test. Testing will not be denied if the employee cannot pay. Meadow City Express will ensure that the costs for the spit specimen are covered in order to complete a timely analysis, however, Meadow City Express will seek reimbursement for the spit analysis from the employee. **The final spit specimen result goes to the employer.**

The method of collecting, storing, and testing the spit sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for split sample testing must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. The MRO must direct the laboratory in writing to send the spit sample with appropriate copies of the chain of custody form and a copy of the MRO's request for testing to another DHHS certified laboratory.

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Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee.

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VIII. Consequences of a Positive Test Result or a Refusal.

Any safety-sensitive employee or applicant who tests positive for the presence of illegal drugs and/or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, or has refused to submit to a drug or alcohol test (except in the case of an applicant) will be immediately removed from safety sensitive duties and referred to a substance Abuse Professional (SAP). An ~~Sap~~ **SAP** shall be ~~either a licensed or certified psychologist, social worker, or employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse (ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders, physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission.~~ **The SAP will adhere to the procedure and requirements defined in 49 CFR part 40, subpart O, 0^m.**

Meadow City Express is not responsible for any costs incurred for the SAP's evaluation, assessment or any treatment recommendation.

IX. Voluntary Treatment Requirements (prior to any violation of this policy)

Voluntary requests for treatment must be made prior to any pending drug/alcohol test or disciplinary action. Employees will not be disciplined for requesting treatment, but will be expected to observe job performance standards and work rules as they apply to every employee.

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with transit system requirements for treatment after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

X. Information Disclosure

Meadow City Express will strictly adhere to all standards of confidentiality and assure all employees that **testing records and results will be released only to those authorized by FTA rules to receive such information. All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Privacy of each tested employee shall be strictly maintained.** Information will only be released in the following circumstances:

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1. To a third party only as directed by specific, written instruction of the employee;
2. To the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee tested;
3. To a subsequent employer upon receipt of a written request from the employee;
4. To the national Transportation Safety Board during an accident investigation.
5. To the DOT or any DOT agency with regulatory authority over the employer or any of its employees, or to a State oversight agency authorized to oversee rail fixed-guideway system; or
6. To the employee, upon written request.

Employee have the unqualified right to review their drug and alcohol testing records, to have access to information to dispute the results of any testing outcome, to have access to any pertinent records such as equipment calibration records and records of laboratory certification.

XI. Employee and Supervisor Training

All safety sensitive employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use. The training will be in the context of prohibited drug use in the workplace, the FTA regulations, and Meadow City Express's substance abuse policy. ~~The training~~**Additional training** shall also include information concerning the effects of alcohol misuse on the individual's health, work, and personal life, and signs and symptoms of an alcohol problem. Printed literature concerning prohibited drug use and the effects of drugs and alcohol as well as a service hotline for employees experiencing problems with prohibited drugs and alcohol will be made readily available to all safety-sensitive employees.

Supervisors will also receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. Training shall be given to all supervisors concerning: (a) their role and responsibility of reasonable suspicion determinations, (b) procedures for initiating, sustaining, and documenting the referral of reasonable suspicions, (c) instructions for employee intervention, and (d) procedures for record keeping/documenting a reasonable suspicion event. Supervisors will not perform supervisory duties that required reasonable suspicion determination prior to completing supervisor training. ~~Training for non-safety-sensitive employee on the importance of maintaining a drug-free workplace shall also be provided.~~

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Handouts are available providing information concerning the effects of drug use and alcohol misuse on the ~~individual's~~

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~~Individual's health, work, and personal life and the signs and symptoms of alcohol misuse.~~

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XII. Employee/Employer Communications

The City of Las Vegas Transportation (Meadow City Express) Substance Abuse Policy was originally approved and adopted by Mayor and City Council on ~~12/21/2011 and 2011~~ and became effective ~~12/21/2011~~. This policy was substantively amended on 11/14/2017.

Anytime this policy is substantively amended or updated due to changes in Federal regulations in the future, the policy will contain the date of adoption of the amended policy by Mayor and City Council and the date the amended policy became effective.

This policy and current and future contracts will be modified to stay within required compliance with FTA regulations.

Copies of this policy will be provided to all safety-sensitive employees. A Confirmation of Receipt shall be signed acknowledging that the employee has received the policy and understands that it is the employee's responsibility to abide by the provisions of the policy. Revisions to this policy shall be made aware of to the employee and shall be acknowledged with an updated Confirmation of Receipt. All new hires shall receive the most current policy.

XIII. Proper Application of the Policy

Supervisors/manager are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

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Attachment A
System Contacts

Any questions regarding this policy or any other aspect of the drug free and alcohol-free transit program should contact the following transit system representative.

Designated Employer Representative/Program Manager:

Name: ~~Debra D. Trujillo~~April Gonzales
Title: ~~Transportation Facility Manager~~ Human Resource Manager
Address: ~~500 Railroad Ave.~~ 1700 N. Grand Ave.
Las Vegas, NM 87701
Telephone Number: ~~(505) 454-8583~~ 505-454-1401 ext.3263

SAMHSA Certified Laboratory

Name: SED Laboratories
Address: 5601 Office Boulevard, NE
Albuquerque, NM 87109
Telephone Number: (800)-999-5227

Medical Review Officer:

Name: ~~Dr. Paul Teyner/Intermountain MRO~~
Address: ~~76 E 6790 S, Midvale, UT 84047~~
~~Midvale, UT 84047~~
Telephone Number: ~~(800) 901-4751~~
Name: Stephen J. Kracht, D.O.
Address: PO Box 25902
Overlandpark, KS 66255
Telephone Number: (888) 382-2281

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Substance Abuse Professionals

Primary SAP: Adam Stern, LPCG, CEAP

Agency: The Solutions Group

Address: 1240 Pennsylvania NE, suite G

Albuquerque, NM 87110

Telephone Number: (505) 254-3555

Substance Abuse Professionals

Primary SAP: Sheena Bachelor-Evridge

Address: 4601 Paradise Blvd. NW Suite G

Albuquerque, NM 87411

Telephone Number: (505) 508-0808

Fax: 888-896-8728

Cell Phone: 505-239-7128

Email: sheena.bachelor@gmail.com

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Substance Abuse Professionals

Primary SAP: Kim DuTremaine, LCSW, LADAC, SAP

Address: 511 E. 20th St.

Farmington, NM 87504

Telephone Number: (505) 330-3455 or (505)-564-3733

Email: klm@cottonwood.us.com

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System Contacts, cont.

Collection Site

Name: Somos Familia

Contact: Tim Gallegos, Director

Address: 1216 9th St.

Las Vegas, NM 87701

Telephone Number: (505) 426-0185

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Name: Concentra

Address: 720 St. Michaels Dr.

Santa Fe, NM 87505

Telephone Number: (505) 438-9402

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Attachment B

Safety-Sensitive Positions at Meadow City Express

All positions at Meadow City Express were reviewed for safety-sensitive duties, as defined in 49 CFR part 655, to determine the safety-sensitive positions. Additionally, any new positions created in the future will be reviewed for safety-sensitive duties. The following positions were determined to be safety-sensitive:

List the positions in your transit system that perform safety sensitive duties.

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Transit/Operations Supervisor
Clerk/dispatch (Backup Driver)
Transit Driver/Maintenance Technician
Transit Drivers

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The rule applies to direct and indirect recipients of funds under 49 U.S.C. 5307, 5309, 5311, and 23 U.S.C. 103 (e)(4). It requires transit operations employers who receive these funds to establish and conduct a multifaceted anti-drug and alcohol misuse testing program. The regulation conditions financial assistance on the implementation of a program. Failure of an employer to develop and implement a program in compliance with this regulation may result in the suspension of Federal transit funding.

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The rule requires the use of the Department-wide drug and alcohol testing procedures contained in 49 CFR Part 40. If a covered employee tests positive for illegal drug use or alcohol misuse or otherwise violates the rule, the employee must be removed from his or her safety sensitive position. The employee must then be informed about education and rehabilitation programs. Should the employer decide to retain a covered employee whose test result has been verified positive, the employee must be evaluated by a substance abuse professional. Prior to returning an employee to a safety sensitive function, the employer must ensure that the employee has successfully completed rehabilitation; the rule does not require the employers to pay for rehabilitation.

~~Second chance policy: FTA proposed adding this definition to the rule with the understanding that grantees have the understanding that grantees have the discretion to adopt a second chance policy, i.e. a policy allowing an employee (who has~~

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. Provisions set forth in the Drug Free Workplace Act (49 CFR Part 29) are delineated in *italics*. All other provisions are set forth under the authority of the transit system.

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 11/03/17

DEPT: Police

MEETING DATE: 11/15/17

ITEM/TOPIC: Budget Revision of current E-911 Grant

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval to accept revised contract.*

BACKGROUND/RATIONALE: *The Las Vegas Police Department respectfully requests permission to ask for a budget decrease of \$21,500.00 for the Department of Public Safety's contract with ISC for maintenance.*

STAFF RECOMMENDATION: Requesting approval to process the revised contract.

COMMITTEE RECOMMENDATION:

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


CHIEF JUAN F. MONTAÑO

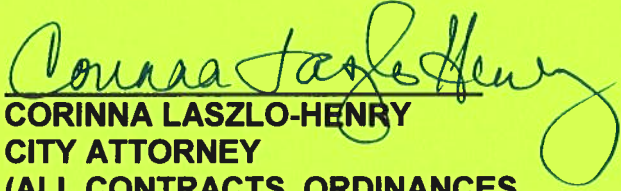
REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)


CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

Beatrice Sena

From: Chris Lopez [chris.lopez@ci.las-vegas.nm.us]
Sent: Friday, November 03, 2017 10:42 AM
To: 'Beatrice Sena'
Subject: FW: E911 Maintenance Contract

From: Ann Marie Gallegos [mailto:amgallegos@ci.las-vegas.nm.us]
Sent: Thursday, November 02, 2017 1:39 PM
To: 'Chris Lopez'
Cc: tana@ci.las-vegas.nm.us; 'Richard Trujillo, City Manager'
Subject: RE: E911 Maintenance Contract

Good afternoon Commander

Is this a decrease in the overall grant? What would happen with the difference? Would this be utilized for another service? If you are decreasing the contract amount and increasing some other service then it would be a transfer, however, if you are decreasing overall budget, then yes this would be a decrease in budget and would need to go to Mayor and Council. I hope this answers your question, let me know how else I can help.

Ann M. Gallegos

Finance Director

1700 N Grand Avenue

505.426.3251

amgallegos@ci.las-vegas.nm.us



From: Chris Lopez [mailto:chris.lopez@ci.las-vegas.nm.us]
Sent: Thursday, November 02, 2017 11:58 AM
To: 'Ann Marie Gallegos'
Subject: E911 Maintenance Contract

Good Morning Ann Marie,

We have received a revised contract from our E911 Program Manager for the ISC Maintenance contract. The difference from the current contract to the revised is the number of dispatch positions covered at State Police and the dollar amount. Current contract specifies seven (7) Dispatch answering positions at a cost of \$89,750.00. Revised contract specifies four (4) Dispatch answering positions at a cost of \$68,250.00. This is a decrease in the amount on the contract for State Police.

This Contract is funded through our E911 Grant and paid direct by Department of Finance. I spoke with the city manager about the contract and he wanted to ensure the change did not require having to go before the council

before he signed the revised contract. I do not believe it would but wanted to verify this with you. Attached you will find the current contract as well as the amended for your review. Thank you for your time in this matter.

Commander Lopez

ISC Maintenance Purchase Order

Agreement / Contract

No. 3089-15

City of Las Vegas

Date

This maintenance purchase order by and between ISC, Inc. (contractor dba Venture Technologies) and City of Las Vegas (customer) is for proactive support and maintenance described below. This maintenance purchase order (purchase order) is appended to, and subject to in all respects, the State Price Agreement 40-000-13-00025 (price agreement) put in place as of May 9th, 2014. Please see Attachment C of this purchase order for maintenance pricing from the price agreement. This purchase order term will become effective on July 1st, 2017 and end on June 30th, 2018.

The customer of ISC proactive support and maintenance is DPS 2: Las Vegas. DPS 2: Las Vegas is delegated as the customer's authority to request maintenance or service for the E-911 equipment, on behalf of the customer.

The PSAP may cancel this purchase order by providing the contractor thirty (30) days written notice prior to the intended date of termination.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto, having read and agreed with this purchase order, have caused this purchase order to be duly executed as of the effective date.

Customer Information:**PSAP Name:** DPS 2: Las Vegas**# of Positions:** 7**Type of System:** VIPER/Power 911/Map/MIS/ePrinter**Total monthly billing amount (plus applicable gross receipts tax):** \$7,479.17**Total FY18 billing amount (plus applicable gross receipts tax):** \$89,750.00Current
ContractRECEIVED
R. H. H.



Signatures:

PSAP

PSAP Name: DP Las Vegas

Address: 520 S Commerce, LV. NM 89701

PSAP Director: [Signature]
(Signature)

Date: 5/17/17

Local Government/Fiscal Agent

Fiscal Agent Name: [Signature]

Title: _____

By: [Signature]
(Signature)

Date: _____

ISC

ISC Agent Name: Brian Kelley

Title: VP-Public Safety Sales

By: [Signature]
(Signature)

Date: 5-16-17

Attachment A**Description of Proactive Support and Maintenance****For Intrado VIPER Customers:****Customer Service Portal**

- Create, track, escalate trouble tickets for Intrado related issues
- Available online to customers - 24/7/365
- Access via email or phone – 24/7/365

Remote Monitoring

- Proactively monitor Intrado PSAP systems and applications including:
 - P911
 - PMAP
 - PMIS
 - VIPER
- Provide monthly reports around the health of these applications

Remote/Onsite Support and Break Fix

- Remote/onsite support and break fix for the following systems and applications:
 - P911
 - PMAP
 - PMIS
 - VIPER
 - Nortel
- All services to be performed by an Intrado certified ISC engineer
- Spare part depot to be available and located in New Mexico

Covered Products**

- Intrado components
 - Power 911
 - Power MIS
 - Power MAP
 - ePrinter
 - WorkStation hardware
 - VIPER

**** Any items outside of this Attachment A will require the customer to provide ISC, in writing, documentation as to what is desired. Additional fees may be incurred for this work. Items outside those listed above may not be paid by the E-911 Fund at the Department of Finance and Administration, Local Government Division.**

**Definitions of Major Failure and Minor Failure from State Price Agreement
40-000-13-00025**

Priority 1 Scenario

Major Failure

Any hardware, software or circuitry failure that prevents the 911 call taker from making voice contact or viewing Automatic Number Identification/Automatic Location Identification (ANI/ALI) information for a person who has dialed 911.

Upon verbal notification by the PSAP, the local 911 telephone line service provider or electronic notification by the 911 telephone system itself of a major failure, ISC will meet the guaranteed response time for the affected PSAP location provided below in Attachment B.

The total response time may include time for an ISC technician to remotely diagnose and possibly repair via modem. Within one hour or less, the ISC technician will notify the PSAP via phone call of the nature of failure and the estimated time of arrival to begin on-site work. If remote repairs are unsuccessful, an Intrado trained ISC technician or ISC technician with verbal access to an Intrado trained technician will respond on-site with the spare parts/software most likely needed as determined by remote diagnostics and reported failure symptoms within the guaranteed response time for that city. The total time from trouble report, including remote diagnostics, to arrival on-site by a technician must not exceed the guaranteed response time for that city.

Priority 2 Scenario

Minor Failure

A minor failure is defined as any hardware, software or circuitry failure that prevents the normal operation of any feature of the 911 call taking system.

Upon verbal notification by the PSAP, the local 911 telephone line service provider or electronic notification by the 911 system itself of a minor failure, ISC will meet one of the two required response times listed below.

On-site Response

During the initial notification by the PSAP of a minor failure, ISC will provide to the PSAP an estimated time for on-site diagnostics/repair to begin. An Intrado trained ISC technician will respond on-site with the spare parts/software most likely needed as determined by reported failure symptoms, within twelve (12) hours or less to diagnose and repair a minor failure. Within twelve (12) hours or less responding, the ISC technician will notify the PSAP of the nature of failure and the estimated time to repair.

Attachment B**ISC Proactive Support and Maintenance Pricing
For E-911 Equipment
Per State Price Agreement 40-000-13-00025**

2-3 Positions PSAP - \$47,250.00/yr
4- 6 Positions PSAP - \$68,250.00/yr
7 - 12 Positions PSAP - \$99,750.00/yr
13 - 18 Positions PSAP - \$120,750.00/yr

Intrado Software Subscription & Support Schedule for FY18

ISC will provide Intrado software support and upgrades as applicable and as released by Intrado. This service ensures the PSAP's Intrado software is up to date with the latest Intrado software releases.

Intrado software subscription service, also known as Evergreen, provides the customer with software upgrades including new features.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software.

The Intrado software support is based on the following PSAP E-911 system configuration and software platforms;

- VIPER
- Power 911 call-taking software
- Power MAP software
- Power MIS call statistics software
- ePrinter software
- Number of call-taking positions

The yearly price for Intrado software subscription & support during FY18 for DPS 2: Las Vegas is \$16,611.00

Attachment C

State Price Agreement 40-000-13-00025

The price agreement is posted online on the State Purchasing Division of General Services Department website: :

http://www.genservices.state.nm.us/statepurchasing/Statewide_Price_Agreements.aspx



GSD/PD (Rev. 01/11)

**State of New Mexico
General Services Department
Purchasing Division**

Contract Amendment

Awarded Vendor:
0000082361
ISC Corporation
8680 Concord Center Drive
Englewood, CO 80112

Telephone No. (720) 279-5812

Contract Number: 40-000-13-00025AC

Contract Amendment No.: One

Term: May 9, 2014 – May 31, 2018

Ship to:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Angelica Lopez ✓

Telephone No.: (505) 827-0425

Invoice:
Same as 'Ship To'

For questions regarding this Contract please contact:
Angelica Lopez (505) 827-0425

Title: E911 & NG911 Emergency Systems and Related Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from May 9, 2016 to May 31, 2018 at the same price, terms and conditions.

The provisions of the Contract shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 5/2/16

**ISC Maintenance Purchase Order**

This maintenance purchase order by and between ISC, Inc. (contractor dba Venture Technologies) and City of Las Vegas (customer) is for proactive support and maintenance described below. This maintenance purchase order (purchase order) is appended to, and subject to in all respects, the State Price Agreement 40-000-13-00025 (price agreement) put in place as of May 9th, 2014. Please see Attachment C of this purchase order for maintenance pricing from the price agreement. This purchase order term will become effective on July 1st, 2017 and end on June 30th, 2018.

The customer of ISC proactive support and maintenance is DPS 2: Las Vegas. DPS 2: Las Vegas is delegated as the customer's authority to request maintenance or service for the E-911 equipment, on behalf of the customer.

The PSAP may cancel this purchase order by providing the contractor thirty (30) days written notice prior to the intended date of termination.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto, having read and agreed with this purchase order, have caused this purchase order to be duly executed as of the effective date.

Customer Information:

PSAP Name: DPS 2: Las Vegas

of Positions: 4

Type of System: VIPER/Power 911/Map/MIS/ePrinter

Total monthly billing amount (plus applicable gross receipts tax): \$5,687.50

Total FY18 billing amount (plus applicable gross receipts tax): \$68,250.00

Terri Thornberry 10/11/17

*Revised
Contract*



Signatures:

PSAP

PSAP Name: DPS D-2 Las Vegas

Address: 520 South Commerce St. Las Vegas
NM 89701

PSAP Director: [Signature]

(Signature)

Date: 10-19-2017

Local Government/Fiscal Agent

Fiscal Agent Name: _____

Title: _____

By: _____
(Signature)

Date: _____

ISC

ISC Agent Name: Brian Kelley

Title: VP-Public Safety Sales

By: [Signature]
(Signature)

Date: 10-10-17



Attachment A

Covered Products**

- **Intrado components**
 - Power 911
 - Power MIS
 - Power MAP
 - ePrinter
 - WorkStation hardware
 - LifeLine 100
 - VIPER
 - 1A2 and caller ID unit
- **Nortel components**
 - All associated components

**** Any items outside of this Attachment A will require the customer to provide ISC, in writing, documentation as to what is desired. Additional fees may be incurred for this work. Items outside those listed above may not be paid by the E-911 Fund at the Department of Finance and Administration, Local Government Division.**



Attachment B

Description of Proactive Support and Maintenance

For Intrado LifeLine Customers:

Customer Service Portal

- Create, track, escalate trouble tickets for Intrado related issues
- Available online to customers - 24/7/365
- Access via email or phone – 24/7/365

Remote Monitoring

- Proactively monitor Intrado PSAP systems and applications including:
 - P911
 - PMAP
 - PMIS
- Monitoring does NOT include LifeLine 100
- Provide monthly reports around the health of these applications

Remote/Onsite Support, Break Fix, Engineering Locations

- Remote/onsite support and break fix for the following systems and applications:
 - P911
 - PMAP
 - PMIS
 - LifeLine 100
 - Nortel
- Spare part depot to be available and located in New Mexico
- All services to be performed by an Intrado certified ISC engineer



For Intrado VIPER Customers:

Customer Service Portal

- Create, track, escalate trouble tickets for Intrado related issues
- Available online to customers - 24/7/365
- Access via email or phone – 24/7/365

Remote Monitoring

- Proactively monitor Intrado PSAP systems and applications including:
 - P911
 - PMAP
 - PMIS
 - VIPER
- Provide monthly reports around the health of these applications

Remote/Onsite Support and Break Fix

- Remote/onsite support and break fix for the following systems and applications:
 - P911
 - PMAP
 - PMIS
 - VIPER
 - Nortel
- All services to be performed by an Intrado certified ISC engineer
- Spare part depot to be available and located in New Mexico



Definitions of Major Failure and Minor Failure from State Price Agreement 40-000-13-00025

Priority 1 Scenario

Major Failure

Any hardware, software or circuitry failure that prevents the 911 call taker from making voice contact or viewing Automatic Number Identification/Automatic Location Identification (ANI/ALI) information for a person who has dialed 911.

Upon verbal notification by the PSAP, the local 911 telephone line service provider or electronic notification by the 911 telephone system itself of a major failure, ISC will meet the guaranteed response time for the affected PSAP location provided below in Attachment B.

The total response time may include time for an ISC technician to remotely diagnose and possibly repair via modem. Within one hour or less, the ISC technician will notify the PSAP via phone call of the nature of failure and the estimated time of arrival to begin on-site work. If remote repairs are unsuccessful, an Intrado trained ISC technician or ISC technician with verbal access to an Intrado trained technician will respond on-site with the spare parts/software most likely needed as determined by remote diagnostics and reported failure symptoms within the guaranteed response time for that city. The total time from trouble report, including remote diagnostics, to arrival on-site by a technician must not exceed the guaranteed response time for that city.

Priority 2 Scenario

Minor Failure

A minor failure is defined as any hardware, software or circuitry failure that prevents the normal operation of any feature of the 911 call taking system.

Upon verbal notification by the PSAP, the local 911 telephone line service provider or electronic notification by the 911 system itself of a minor failure, ISC will meet one of the two required response times listed below.

On-site Response

During the initial notification by the PSAP of a minor failure, ISC will provide to the PSAP an estimated time for on-site diagnostics/repair to begin. An Intrado trained ISC technician will respond on-site with the spare parts/software most likely needed as determined by reported failure symptoms, within twelve (12) hours or less to diagnose and repair a minor failure. Within twelve (12) hours or less responding, the ISC technician will notify the PSAP of the nature of failure and the estimated time to repair.



Attachment C

**ISC Proactive Support and Maintenance Pricing
For E-911 Equipment
Per State Price Agreement 40-000-13-00025**

2-3 Positions PSAP - \$47,250.00/yr
4- 6 Positions PSAP - \$68,250.00/yr
7 – 12 Positions PSAP - \$99,750.00/yr
13 – 18 Positions PSAP - \$120,750.00/yr



Intrado Software Subscription & Support Schedule for FY18

ISC will provide Intrado software support and upgrades as applicable and as released by Intrado. This service ensures the PSAP's Intrado software is up to date with the latest Intrado software releases.

Intrado software subscription service, also known as Evergreen, provides the customer with software upgrades including new features.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software.

The Intrado software support is based on the following PSAP E-911 system configuration and software platforms;

- VIPER
- Power 911 call-taking software
- Power MAP software
- Power MIS call statistics software
- ePrinter software
- Number of call-taking positions

The yearly price for Intrado software subscription & support during FY18 for DPS 2: Las Vegas is \$9,492.00.



Attachment D

State Price Agreement 40-000-13-00025

The price agreement is posted online on the State Purchasing Division of General Services Department website: :

[http://www.generalservices.state.nm.us/statepurchasing/Statewide Price Agreements.aspx](http://www.generalservices.state.nm.us/statepurchasing/Statewide_Price_Agreements.aspx)

CITY COUNCIL MEETING AGENDA REQUEST

DATE:11/6/17

DEPT: City Clerk

MEETING DATE: 11/14/17

ITEM/TOPIC: Resolution No. 17-44.

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution No. 17-44, 2018 Election Resolution (English and Spanish).*

BACKGROUND/RATIONALE: As per §3-8-26, An Election Resolution must be adopted by the Governing Body between 112-84 days prior to an election.

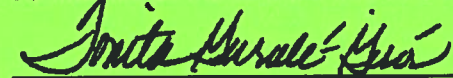
STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

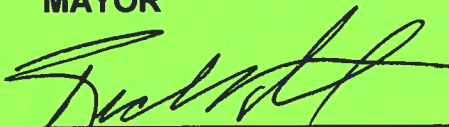
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



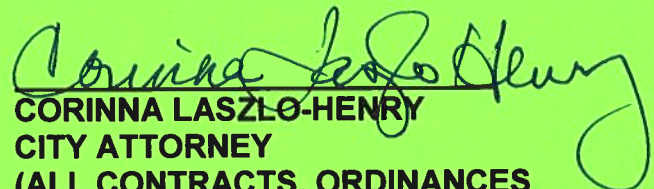
TONITA GURULÉ-GIRÓN
MAYOR



RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)

ELECTION RESOLUTION
CITY OF LAS VEGAS

Resolution No. 17-44

Be it resolved by the governing body of the City of Las Vegas that:

- A. A regular municipal election for the election of municipal officers shall be held on March 6, 2018. Polls will open at 7:00 A.M and close 7:00 P.M.
- B. At the regular municipal election, persons shall be elected to fill the following elective offices:
 - 1. Ward 1 – One, (1) Councilor for a four (4) year term.

Ward 4 – One, (1) Councilor for a four (4) year term.
 - 2. One (1) Municipal Judge for a four (4) year term.
- C. In accordance with NMSA 1978 §3-8-10, the following precincts are consolidated for the regular municipal election:

CP01: Consists of precincts 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11
- D. The following locations are designated as polling places for the conduct of the regular municipal election:
 - 1. Robertson High School Michael Marr Gymnasium, 1238 4th Street
 - 2. West Las Vegas “Gillie Lopez” Gymnasium, 157 Moreno Street
- E. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., March 2, 2018. After 5:00 p.m. on March 2, 2018, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voters’ immediate family, or by the caregiver of the voter, until 7:00 p.m. on March 6, 2018.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, January 30, 2018 and closing at 5:00 p.m. on March 2, 2018.

Early Voting. Early voting on paper ballots counted by electronic vote tabulator will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Wednesday, February 14, 2018 and closing at 5:00 p.m. on Friday, March 2, 2018. The City Clerk's Office will also be open on Saturday, February 24, 2018 between the hours of 8:00 a.m. and 5:00 p.m.

- F. Persons desiring to register at the regular municipal election must register with the County Clerk of San Miguel County not later than Tuesday, February 6, 2018 at 5:00 p.m., the date on which the County Clerk will close registration books.
- G. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 9, 2018 between the hours of 8:00 A.M. and 5:00 P.M.
- H. The casting of votes by qualified electors shall be recorded on electronic tabulators.

ADOPTED AND APPROVED THIS 14th day of November, 2017.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk