



City of Rio Communities Council Regular Business Meeting
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, June 12, 2023 6:00 PM
Agenda

Please silence all electronic devices.

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

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda Items (The consent agenda is approved by a single motion. Any member of the Council may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)

- 1. City Council Special Workshop with Planning and Zoning Commission Minutes (05/18/2023), Minutes for the City Council Workshop & Regular Business Meeting (05/22/23), and Approval of Accounts Payable**

Proclamations

- 2. Thomas Scroggins Day**

Public Hearing

Motion and roll call vote to recess Regular Business Meeting session and to go into Public Hearing

Consideration of Zoning Ordinance Amendments

Motion and roll call vote to go back into Regular Business Meeting session

- 3. Discussion, Consideration, and Decision – Ordinance 2023 - (87) Zoning Amendments**

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 4:45 PM on Monday, June 12, 2023. These comments will be distributed to all Councilors for review. If you wish to speak during the public comment session, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

The Council will not take action or engage in discussion regarding the comments made or received, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Derogatory Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their

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own statements, not the Council. Statements are limited to a maximum of 3 minutes duration. Please give your name and where you live for the record.

Manager Report

4. **Speed Bumps**
Municipal Clerk Department - Letter to County Clerk regarding upcoming Election
Municipal Court Department

Action Items

5. **Discussion, Consideration, and Decision – Resolution 2023 – (13) BAR #5**
6. **Discussion, Consideration, and Decision – Resolution 2023 - (14) NMDOT Cooperative Agreement**
7. **Discussion, Consideration, and Decision – Resolution 2023 - (15) Personnel Policies and Procedures**
8. **Discussion, Consideration, and Decision – Greater Valencia County Chamber of Commerce membership**

Council Discussion

Executive Session - For the purpose of selecting finalists for the Police Chief Position pursuant to NMSA 10-15-1(H)(2) - Limited Personnel Matters and for the discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8)

- * **Motion and roll call vote to go into close session**
- * **Motion and roll call vote to go back into the regular business meeting session**
- * **Welcome everyone back and statement by the Mayor:** The Governing Body of the City of Rio Communities, New Mexico, hereby states that on June 12, 2023 a Closed Executive Session was held and the matters discussed were For the purpose of selecting finalists for the Police Chief Position pursuant to NMSA 10-15-1(H)(2) - Limited Personnel Matters and for the discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8)

Action Items

9. **Recommendation, Discussion, Consideration, and Decision - For selecting finalists for the Police Chief Position and the purchase, addition or disposal of real property or water rights by the public body**

Adjourn

Please join us from the comfort and safety of your own home by entering the following link: @
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City of Rio Communities Council Special Workshop with Planning and Zoning Commission

City Council Chambers - 360 Rio Communities Blvd

Rio Communities, NM 87002

Thursday, May 18, 2023 6:00 PM

Minutes

Please silence all electronic devices.

Call to Order

- Mayor Ramsell called the special workshop with planning and zoning to order at 6:14 pm.

Attendees

- PRESENT: Mayor Joshua Ramsell, Mayor Pro-tem (virtual) Margaret R. Gutjahr, Councilor Arthur Apodaca, Councilor Lawrence Gordon, Councilor Jimmie Winters. Planning & Zoning: Vice Chairman Scott Adair, Secretary Melodie Good, Member Lena Benavidez, Member Chad Good.
 - City Manager Dr. Martin Moore, Municipal Clerk Elizabeth Adair, Fire Chief Andrew Tabet.

Zoning Taskforce Recommendation

- Manager Dr. Moore went over the presentation from the taskforce.
- Manager Dr. Moore continued to discuss the proposed new prohibited inside the current city limits and eliminating I1/I2 development zone, permitted uses of M-1 and M-2, other development standard considerations. Traffic concerns are a huge issue regarding how we handle it. He continued to explain how the rail spear works.
- Councilor Winters asked if any received in the mail from PNM they are now recommending swamp coolers rather than refrigerated air.

Comprehensive Plan

- Manager Dr. Moore explained that working with Ralph Mims we are working to bring in development into the city. He further explained this is something coming up regarding our comprehensive plan and continued the discussion.
- Secretary Good asked for an example.
- Manager Dr. Moore said a good example would be we want to get some incentives for landowners to get some development in the city that doesn't cost us money.
- Councilor Gordon said he thinks it is a good idea.
- Councilor Apodaca said we need to do what we need to do as a city to move forward.

Animal Ordinance

- Mayor Ramsell said the survey that came in everyone said sure have your animals but not in my neighborhood.
- Councilor Apodaca said it is costing us more and more money every year. The discussion continued.
- Fire Chief said on the code enforcement side we get complaints about cats and dogs. Some houses have eight dogs, five dogs getting out walking the neighborhoods we are also getting complaints about horse stables that are getting thrown together that are temporary stalls. So, we watch and monitor it. Our number one complaint is dogs getting out of yards.
- Clerk Adair said in our current ordinance fees do not match up with what the County is charging us for animal control. So, when a resident comes in, we can only charge them what our ordinance says while the county is charging us by day.

- Councilor Winters said he doesn't think we need to increase the fee people are not picking up the animals and they are just staying there. The discussion continued.
- Councilor Gordon with goats, horses, chickens, make a mess and the flies and insects do not respect boundaries.
- Secretary Good said she does not think farm animals should be in residential area.
- Mayor Ramsell said one of the things that they talked about is going through the process.
- Manager Dr. Moore asked when you want us to start and continued the discussion.

Public Comment

- Dick Irvine said when you say animals, you need to break that down to what type of animal. It seems like when you say animals, we are all thinking dogs. We need to break that down to a better definition.
- Manager Dr. Moore said our chairman of the planning and zoning commission resigned I recommend we do something for him before he moves out of state.

Adjourn

- The Special workshop with Planning and Zoning commission was adjourned at 7:05 pm.

Respectfully submitted,

Elizabeth F. Adair, Municipal Clerk
(Transcribed by Lalena Aragon, Deputy Clerk)

Date: _____

Approved:

Joshua Ramsell,
Mayor

Margaret R. Gutjahr,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
Councilor



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, May 22, 2023 3:00 PM
Minutes

Please silence all electronic devices.

Call to Order

- Mayor Ramsell called the council workshop to order at 3:08 pm.

Attendees

- PRESENT: Mayor Joshua Ramsell, Mayor Pro-tem Margaret R. Gutjahr, Councilor Arthur Apodaca, Councilor Lawrence Gordon, Councilor Jimmie Winters.
 - Present: City Manager Dr. Martin Moore, Municipal Clerk Elizabeth Adair, Finance Officer Stephanie Finch, Accounting Specialist/CPO Angela Valdez, Fire Chief Andrew, City Attorney Randall Van Vleck.

Accounts payable report

- Accounting Specialist/CPO Valadez went over everything over \$500 (Please see packet for details). Amazon Business \$669.18, Garcia & Sons Security \$524.83, CIVICPLUS \$3,400.0, The Walter Parker Co LLC \$500.00, H&E Equipment \$2,905.34, Amazon Business \$531.91, Albuquerque Publishing \$672.89, Able & Willis One Stop Shop \$518.00, Unique Fleet \$18,456.40, Sharp Electronics \$1,301.00, HDR Engineering \$105,138.46, Roadsafet Traffic Systems \$9,399.90, HDR Engineering \$2,016.00, HDR Engineering \$919.80, Construction Coordinator \$13,035.92.

Zoning Ordinance Amendments for a 15-day review

- Manager Dr. Moore said in front of you is for a 15-day review and explained the changes that are being recommended. There are a couple of issues with the special use permits due to variance. The public can still come to meetings and the recommendation will come from planning and zoning and then it will come to you for the public hearing. The second is petroleum uses.
- Councilor Gordon asked regarding special use it says not to exceed 90 days. Can they ask for 90 days again and how many times they can do that.
- Manager Dr. Moore explained I don't know. We can bring that back with the whole package. We are hopping to have another meeting this week and at the beginning of next month.
- Attorney Van Vleck explained yes, they can come back. Under the current verdict over and over again, remember though that question comes to you as a board if you chose not to renew a 90 special use then you chose not to. He then said It is not they are entitled to one in perpetuity as they would be if you gave them a variance.

Ordinance 2023 - XX An Ordinance Implementing an Personnel Ordinance for the City of Rio Communities

- Manager Dr. Moore said we are asking for this particular ordinance to be put in place to change the personal manual by resolution in opposed to coming back over again with public hearings, for example, updates to Federal standard laws.

Greater Valencia County Chamber of Commerce membership

- Manager Dr. Moore said we have two different quotes. I have been given a couple of thousand on public partner level and I heard as much as 5,000 on the partners level so I don't have an exact answer. The basic membership is less than a thousand. The question is what do we want

to get out of the Chambers of Commerce. It seems they are taking a business approach their level of support will be based on our level of backing.

- Councilor Gutjahr said how will we get represented and making sure there is adequate representation.
- Councilor Apodaca said he would like to see specifics in terms of what we get at a 2
- \$2,00 level and what we would get at a \$5,000 level as far as representation.
- Manager Dr. Moore said yes, we need to get it nailed down and get the specifics.

HEI City Hall Security proposal

- Manager Dr. Moore said he appreciates the help with staff and further explained we asked them to take a look at the entire exterior of the building and what we need as far as security. It is approximately \$148,000 dollars in cost with new cameras, new security entry they are talking about a card entry with a security pin as back up. As far as the ARPA I will let our finance director explain that.
- Finance Officer Finch explained that ARPA will cover the audio and cameras here in the council chambers, but as far as the basic security will not be covered it will have to come out of our carryover money. She further explained where the cameras would cover and the security of the door.
- Manager Dr. Moore said in our fiscal budget there is \$300,000 allocated for the city hall improvements. With that I would recommend approving it for a project on July one and for it to come out of the city hall improvement money.
- Councilor Gutjahr said this is a large amount of money do we have to go with RRP.
- Finance Officer Finch said they are on the state price agreement.
- Councilor Gutjahr said we can not use the ARPA funds.
- Finance Officer Finch said the only stuff they will cover is the sound and cameras in the council chambers to live stream everything.
- Mayor Ramsell asked if the security system provides an active tracking system.
- Finance Officer Finch said yes. The good thing about this is it is a one time cost it will have its own server. You can access it from computers and phones. It's all stored on the cloud.
- Mayor Ramsell asked if this is something we can add to like the fire station and the tierra grande station.
- Finance Officer Finch said yes, they will have separate servers. She said it does have facial recognition and continued to explain all the stuff it offers.
- Councilor Gutjahr asked if it was added to the fire department that would come out of the fire department funds.
- Finance Officer Finch further explained yes it would come out of their funds.

Once a Day Marketing - Outdoor Recreation Economy

- Manager Dr. Moore explained we had the presentation by Mr. Glover and began a discussion on the proposal Mr. Glover gave.
- Mayor Ramsell said he thinks this is something unique to us to have the ability to have outdoor activities close. There is a lot to do outdoors that no one has really tapped into.
- Councilor Apodaca said this looks like a good idea but are we putting the cart before the horse. Is this going to help with city parks or is this outside recreation.
- Manager Dr. Moore explained it will encompass the city on a work plan for helping us to get the city parks off the ground. They will be on component as he is describing to having outdoor recreation opportunities in the city and up and operating.

- Councilor Gutjahr asked along them same lines would be than work directly with Whitfield or having a trail around that way and working with the conservancy on having trails on the Bosque and continued with the discussion.
- Manager Dr. Moore said we had a marketing study done dealing with supermarkets and that type of retail thing. He is basically looking at our opportunities from an outdoor side of it.
- Councilor Winters said he is bringing to the table we haven't had access to he is keyed into the keys department at a state level, and they know where the money is and they dish out the money so our chances of getting a contract or these awards is enhanced by having someone like him. My only concern is what do we sacrifice to pay for it.
- Manager Dr. Moore said he knows the economic development part of the budget has a decent margin underspent.
- Finance Officer Finch said she talked with DFA regarding ARPA money for economic development.
- Councilor Gordon asked where he would be located.
- Manager Dr. Moore explained he would be a consultant and would do a specific task for us and continued with the discussion.

Medical Service Provider Letter

- Manager Dr. Moore said we took a letter that was an original draft by Ralph Mimms. Amy and I sat down and re wrote it. It seems to be to the point of why we would be a good place for a medical provider and began a discussion.
- Councilor Apodaca said a while back we had a meeting with Bella Vida Health care has there been any new development.
- Manager Dr. Moore said he has not received any new progress reported on anyone coming in there.
- Councilor Gutjahr said the last conversation Ralph was going to talk to Loedi Silva reality and continued the discussion.
- Councilor Winters suggested that it needs to be changed to all health care providers.

Mosquito Pest Control

- Manager Dr. Moore said we are in the process of getting quotes.
- Councilor Gutjahr asked if it would take care of gnats, they are the ones biting.
- Manager Dr. Moore further explained that he is not sure about the gnats, but we are working on getting them out and spraying.

Authorize purchase of fire apparatus / Service Truck for Fire Department

- Manager Dr. Moore said based on our ISO levels, there is a truck that is currently been used by Sandia National Laboratory.
- Chief Tabet explained that the miles and working hours are low, there is also a warranty on it as well and began a discussion.
- Finance Officer Finch said we are unable to use the ARPA for funding.
- Mayor Ramsell said other Cities across the country have been able to use it. I am not sure what we would have to do to get them to pay for it.
- Finance Officer Finch said she does not know, but the only thing is we can use the ARPA and if they come back and say we can't use that money then we have to pay it all back. I want to do it the right way.
- Mayor Ramsell said this will be replacing the open cab ladder truck.

- Chief Tabet explained it will be replacing the 1979 open cab ladder truck. It violates ISO standards. It will work best for the city as far as insurance is concerned and continued the discussion.
- Councilor Gordon asked if we got this service truck it would buy us how much time before we have to get a new one.
- Chief Tabet said with this service truck the number of miles and hours used it would replace the current station it should give us about 15 years.
- Councilor Apodaca said that the gentleman that talked before about funding, but it is for a brand new one and continued the discussion.
- Manager Dr. Moore said the best and immediate value is to look at the used truck and continued the discussion.
- Manager Dr. Moore said the elephant in the room is how much can the city afford where is the money is coming from.
- Finance Officer Finch said she has sent emails out to other municipalities in the state to see if anyone has purchased fire trucks with ARPA funding and continued the discussion. She then said if we do find out we can use the ARPA funds her recommendations would be to make a motion not to exceed a certain amount from ARPA funds or out of our available funds tonight so that we can use them, and we won't have to keep coming back and the truck slip out of our hands and continued the discussion.
- Councilor Gutjahr said she remembers when working with another agency and having to send back underspent money and continued the discussion.

Authorize purchase of fire apparatus / Ladder Truck for Fire Department

- Mayor said this is around the same topic this is for the ladder truck.
- Chief Tabet said we are looking for a good used ladder truck that has low mileage and service hours and continued the discussion.
- Councilor Gordon said if we find a truck for let's say \$500,00.00 do we have the money to buy it and continued the discussion.
- Councilor Gutjahr said this is a larger conversation, what other areas can we use the ARPA and continued the discussion.

Comprehensive & Economic Planning

- Manager Dr. Moore said there are areas in economic development is setting up tools to be able to incentivize businesses to come in is what we are lacking as well as our infrastructure and began a discussion.
- Councilor Winters said one of these things we are missing is if we do not have the tools in place, we are lost. It would be to our advantage to have them in place.

Public Comment

- No public comments.

Manager Report

- Manager Dr. Moore said the positive side we have the public coming in and bringing trash on possibly the positive but possibly challenging side we are seeing commercial types with large trailers and those types of things some may or may not be from the city. We need to make some basic, reasonable, clear, common-sense rules that allow all our residents to have the maximum amount of opportunity to utilize it.
- Mayor Ramsell said we have put such a long time that City Residents have priority and began a discussion.

- Clerk Adair said one thing we need to remind our residents that they have two large items four times a year pickup from Universal Waste. They pick up carpet, toilet, appliances, mattresses. instead of them having to load it up and bring it here.
- Councilor Gutjahr said one thing we use to do is prove that you live here rather it is a driver's license or something and continued the discussion.

Snow Runoff update

- Manager Dr. Moore said he has to give credit to the Fire Chief on Friday we went to a meeting with all the fire chiefs, and they asked the City Managers to participate to keep up the speed on what is happening with the spring runoff. They still don't have an emergency assignment. The Chief sat down and worked with them on a plan and continued the discussion.

Council General Discussion & Future Agenda Items

- Councilor Apodaca said just an update I haven't forgotten about the triangle and the Veterans Memorial. I am waiting to hear from Jerry so we can continue to work on this project.
- Councilor Gutjahr reminded VALEO tomorrow night at Belen City Hall.
- Councilor Gordon had no comments.
- Councilor Winters had no comments.
- Mayor Ramsell had no comments.

Adjourn

- The regular City Council workshop was adjourned at 4:50 pm.

Elizabeth F. Adair, Municipal Clerk
(Transcribed by Lalena Aragon, Deputy Clerk)

Date: _____

Approved:

Joshua Ramsell,
Mayor

Margaret R. Gutjahr,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
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Municipal Clerk Department - Letter to County Clerk regarding upcoming Election
Municipal Court Department

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7. Discussion, Consideration, and Decision – Resolution 2023 - **(14)** NMDOT Cooperative Agreement
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Action Items

10. **Recommendation, Discussion, Consideration, and Decision - For selecting finalists for the Police Chief Position and the purchase, addition or disposal of real property or water rights by the public body**

Adjourn

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Rio Communities, NM

Accounts Payable Approval Report

By Fund

Item 1.

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Fund: 11000 - General Operating Fund				
Department: 1009 - Municipal Court				
Magdalena Giron	INV0004131	05/23/2023	Court Translation services	183.91
Department 1009 - Municipal Court Total:				183.91
Department: 2001 - Manager				
Verizon Wireless	9935350495	05/23/2023	CM Telecommunications	127.03
WEX Bank	89700222	06/02/2023	CM Fuel	36.76
Bank of America, N.A.	2575817	06/08/2023	Car Wash for Manager's Car	5.43
Department 2001 - Manager Total:				169.22
Department: 2002 - General Administration				
Maloy Mobile Storage Inc.	0315183-N	05/23/2023	40' Storage Container	242.58
RoofCARE, LLC.	15583	05/23/2023	Roof Work for Vent Pipe to La...	350.00
Comcast Business	173391839	05/23/2023	Fiber - City Hall	1,050.00
Amazon Business	1MMK-4YLQ-R3PT	05/23/2023	8x14 picture frame for certific...	19.94
Amazon Business	1MMK-4YLQ-R3PT	05/23/2023	8x11 picture frame set of 10 - ...	38.49
Amazon Business	1MMK-4YLQ-R3PT	05/23/2023	6 ft royal blue 3 side table cov...	39.00
Amazon Business	1MMK-4YLQ-R3PT	05/23/2023	8.5X14 picture frame - for cert...	54.15
Amazon Business	1WT6-VKN4-KJDQ	05/23/2023	CAT 6 Ethernet Cables	390.96
Home Depot	3511 00097 20590	05/23/2023	Blanket PO for materials main...	174.62
Wells Fargo Financial Leasing	5025119370	05/23/2023	Contract #8000493854 - MX3...	138.25
Shred-it US JV LLC	8003982926	05/23/2023	Document Shredding	124.71
El Air Ag Services, LLC	889	05/23/2023	Poison for weeds	1,000.00
El Air Ag Services, LLC	891	05/23/2023	Poison for weeds	35.30
Sharp Electronics Corporation	9004316795	05/23/2023	Contract #8000595693 - CH He...	549.00
Sharp Electronics Corporation	9004335710	05/23/2023	Contract# 8000563882 VOIP ...	541.91
Sharp Electronics Corporation	9004338788	05/23/2023	Contract #8000452181 - CH He...	285.00
NM Local Government Law	1112	06/05/2023	Legal Services - FY 2022-2023	3,673.14
Tyler Technologies	025-423890	06/06/2023	Tax	995.20
Tyler Technologies	025-423890	06/06/2023	My Civic Maintenance Fee	4,341.10
Tyler Technologies	025-423890	06/06/2023	Permitting/Licensing/Code En...	7,813.98
Tyler Technologies	025-423891	06/06/2023	Criminal Justice Annual Fee	1,297.64
Tyler Technologies	025-423891	06/06/2023	Tax	200.30
Tyler Technologies	025-423891	06/06/2023	Financials Annual Fee	337.05
Tyler Technologies	025-423891	06/06/2023	Document Management Main...	811.62
Sharp Electronics Corporation	2023-0259	06/06/2023	City Hall Copies	100.51
Sharp Electronics Corporation	9004357704	06/06/2023	Contract #8000595693 - Aquo...	114.00
Sharp Electronics Corporation	9004357704	06/06/2023	Contract #8000595693 - CH He...	321.00
H&E Equipment	97346726	06/06/2023	Side by Side Rental for Sprayi...	1,049.34
Bank of America, N.A.	955597991	06/08/2023	Kitchen/Pantry Supplies	22.76
Bank of America, N.A.	INV0004167	06/08/2023	GoDaddy renewal for Scans@r...	150.95
NM Water Service Company	INV0004137	06/12/2023	CH Water	357.59
NM Gas Co	INV0004132	06/16/2023	Natural Gas	71.85
Comcast Business	INV0004162	06/18/2023	CH Telecommunications	492.28
PNM	INV0004148	06/20/2023	CH Electricity	531.77
Department 2002 - General Administration Total:				27,715.99
Department: 2004 - Finance/Budget/Accounting				
Verizon Wireless	9935350495	05/23/2023	Finance Telecommunications	80.10
Surety Bonds	INV0004136	05/23/2023	Renew 50,000 Gov't bond	185.00
Stamp Smith Inc.	199154	06/06/2023	Notary Stamp for A.Valadez - ...	37.05
Amazon Business	1QG3-KKKN-1D11	06/06/2023	Office Equipment/Supplies	73.57
Department 2004 - Finance/Budget/Accounting Total:				375.72
Department: 2008 - Municipal Clerk				
NM Municipal League	17428	05/23/2023	2022 Master Municipal Clerk ...	250.00

Accounts Payable Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
NM Municipal League	17653	05/23/2023	2023 spring Training for Lisa &...	200.00
NM Municipal League	17655	05/23/2023	2023 spring Training for Lisa &...	200.00
NM Municipal League	17678	05/23/2023	Clerk Certification Training for...	75.00
NM Municipal League	17680	05/23/2023	Clerk Certification Training for...	75.00
Amazon Business	1MMK-4YLQ-R3PT	05/23/2023	10 pack letter size pressboard ...	20.28
Amazon Business	1MMK-4YLQ-R3PT	05/23/2023	Day Planner - Lalena	11.99
Department 2008 - Municipal Clerk Total:				832.27
Department: 2014 - Economic Development				
Griffin & Associates Marketing...	000905	06/06/2023	Economic Development	1,674.45
Department 2014 - Economic Development Total:				1,674.45
Department: 3001 - Law Enforcement				
Sharp Electronics Corporation	9004357705	06/06/2023	Police Department Printer Lea...	919.00
Department 3001 - Law Enforcement Total:				919.00
Department: 3002 - Fire Protection				
Verizon Wireless	9935350495	05/23/2023	CE Telecommunications	87.00
WEX Bank	89700222	06/02/2023	CE Fuel	345.34
Bank of America, N.A.	INV0004169	06/08/2023	Greg Gallegost Room NMLZO	280.12
Bank of America, N.A.	INV0004170	06/08/2023	Kaylee Dons Room NMLZO	280.12
Bank of America, N.A.	INV0004171	06/08/2023	Andrew Tabet Room NMLZO	280.12
Department 3002 - Fire Protection Total:				1,272.70
Department: 3005 - Dispatch/E911				
Village of Los Lunas	951	06/06/2023	E-911 Services- Quarterly	8,176.75
Department 3005 - Dispatch/E911 Total:				8,176.75
Department: 4004 - Library				
Amazon Business	11W3-M7CD-NDTT	05/23/2023	Sublimation Program Items for..	66.42
Amazon Business	1MKT-VCYT-P1MD	05/23/2023	Libry Supplies/Summer Read...	172.53
Amazon Business	1YHP-3JJP-M6X9	05/23/2023	Libry Supplies/Summer Read...	853.70
Sharp Electronics Corporation	9004357704	06/06/2023	Contract #8000595693 - Aquo...	57.00
Bank of America, N.A.	3505016806	06/08/2023	Microsoft Windows Pro Upgra...	105.68
Bank of America, N.A.	9477968747	06/08/2023	Microsoft Windows Pro Upgra...	105.68
Department 4004 - Library Total:				1,361.01
Department: 5101 - Public Works				
Woodlands Hardware	010719/1	05/23/2023	PW Supplies	218.07
Woodlands Hardware	010736/1	05/23/2023	PW Supplies	22.61
Woodlands Hardware	010754/1	05/23/2023	PW Supplies	17.75
Verizon Wireless	9935350495	05/23/2023	PW Telecommunicationns	243.05
Wagner Equipment Co.	P10C0864636	05/23/2023	Hydraulic oil	396.05
WEX Bank	89700222	06/02/2023	PW Fuel	1,081.91
Craig Independent Tire Co.	INV0004161	06/05/2023	flat fixed on ford tractor	304.01
Woodlands Hardware	010822/1	06/06/2023	PW Supplies	1.36
Woodlands Hardware	010828/1	06/06/2023	PW Supplies	87.55
Bank of America, N.A.	006006	06/08/2023	Dump Fees	75.82
Woodlands Hardware	010838/1	06/08/2023	PW Supplies	24.51
Bank of America, N.A.	081519	06/08/2023	Dump Fees	75.82
Bank of America, N.A.	087883	06/08/2023	Dump Fees	75.82
J-H Supply Company	113108	06/08/2023	Post Delineator 20	380.00
Bank of America, N.A.	2	06/08/2023	New Pump for trailer	711.09
Bank of America, N.A.	INV0004168	06/08/2023	Def Fluid for PW	27.58
Department 5101 - Public Works Total:				3,743.00
Department: 5104 - Highways and Streets				
PNM	INV0004134	06/19/2023	SL Electricity	47.58
PNM	INV0004135	06/19/2023	SL Electricity	82.98
PNM	INV0004141	06/20/2023	SL Electricity	90.62
PNM	INV0004142	06/20/2023	SL Electricity	137.33
PNM	INV0004143	06/20/2023	SL Electricity	39.90
PNM	INV0004144	06/20/2023	SL Electricity	175.68

Accounts Payable Approval Report

Item 1.

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
PNM	INV0004145	06/20/2023	SL Electricity	162.38
Department 5104 - Highways and Streets Total:				736.47
Fund 11000 - General Operating Fund Total:				47,160.49
Fund: 20100 - Corrections				
Department: 0001 - No Department				
Administrative Office of the C...	INV0004163	06/06/2023	May 2023	9.00
Department 0001 - No Department Total:				9.00
Fund 20100 - Corrections Total:				9.00
Fund: 20600 - Emergency Medical Services				
Department: 3003 - Emergency Services/Ambulance				
Boundtree Medical	84970473	05/23/2023	Medical Supplies	2,042.11
Department 3003 - Emergency Services/Ambulance Total:				2,042.11
Fund 20600 - Emergency Medical Services Total:				2,042.11
Fund: 20900 - Fire Protection				
Department: 3002 - Fire Protection				
Linde Gas & Equipment Inc.	36005155	05/23/2023	Oxygen	128.46
Dova Inc	4794	05/23/2023	FD Vehicle Detail	400.00
Artesia Fire Equipment Inc.	80854	05/23/2023	Blanket PO for tools & small E...	166.00
Sharp Electronics Corporation	9004335710	05/23/2023	Contract# 8000563882 VOIP ...	80.98
Verizon Wireless	9935350495	05/23/2023	FD Telecommunications	126.02
Ortega and Son's Propane Serv..	42271	06/01/2023	Propane for Tierra Grande	489.20
WEX Bank	89700222	06/02/2023	FD Fuel	1,325.17
Sharp Electronics Corporation	2023-0259	06/06/2023	Fire Department Copies	100.51
Sharp Electronics Corporation	9004357703	06/06/2023	Fire Dept Help Desk & Server...	1,301.00
Sharp Electronics Corporation	9004357704	06/06/2023	Contract #8000595693 - Aquo...	57.00
LN Curtis	INV695051	06/06/2023	wild land packs and shelters	5,143.00
LN Curtis	INV695626	06/06/2023	Preventative Maintenance Ca...	2,254.07
411 Equipment, LLC	0002286	06/08/2023	Work on tender and pumper	1,197.68
LN Curtis	INV706556	06/08/2023	Gate valves	426.00
NM Water Service Company	INV0004138	06/12/2023	FD Water	67.01
NM Gas Co	INV0004133	06/16/2023	Natural Gas	36.54
PNM	INV0004146	06/20/2023	FD Electricity	108.06
PNM	INV0004147	06/20/2023	FD Electricity	943.73
Department 3002 - Fire Protection Total:				14,350.43
Fund 20900 - Fire Protection Total:				14,350.43
Fund: 26000 - American Rescue Plan Act				
Department: 2002 - General Administration				
Construction Coordinators Inc.	1255	06/08/2023	Court Room Remodel	1,224.16
Department 2002 - General Administration Total:				1,224.16
Fund 26000 - American Rescue Plan Act Total:				1,224.16
Fund: 29700 - County EMS GRT				
Department: 2002 - General Administration				
Stericycle Inc.	3006490043	05/23/2023	Biohazard Waste Pickup	125.12
Boundtree Medical	84970473	05/23/2023	Medical Supplies	177.44
Boundtree Medical	84972024	05/23/2023	Medical Supplies	79.25
Verizon Wireless	9935350495	05/23/2023	EMS Telecommunications	2,844.85
WEX Bank	89700222	06/02/2023	EMS Fuel	283.75
Boundtree Medical	84980717	06/06/2023	Medical Supplies	30.36
Boundtree Medical	94878703	06/06/2023	Medical Supplies	54.90
Department 2002 - General Administration Total:				3,595.67
Fund 29700 - County EMS GRT Total:				3,595.67
Fund: 30300 - State Legislative Appropriation Project				
Department: 2002 - General Administration				
Amazon Business	11W3-M7CD-NDTT	05/23/2023	Sublimation Program Items for..	1,823.32
Department 2002 - General Administration Total:				1,823.32
Fund 30300 - State Legislative Appropriation Project Total:				1,823.32

Accounts Payable Approval Report

Item 1.

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Fund: 39900 - Other Capital Projects				
Department: 2002 - General Administration				
HDR Engineering, Inc.	1200523433	05/23/2023	On-Call Engineering Services	1,367.89
Sharp Electronics Corporation	14036774	06/06/2023	Laptop, docking station, printer	1,841.05
Sharp Electronics Corporation	14040782	06/06/2023	Laptop, docking station, printer	3,741.23
Construction Coordinators Inc.	1254	06/08/2023	Maker Space & Maker Space ...	15,458.98
Total Glass Solutions, LLC	2023-180	06/08/2023	Remove existing storefront an...	5,500.00
Total Glass Solutions, LLC	2023-181	06/08/2023	Reflective Tint	1,300.00
Bank of America, N.A.	MK593947	06/08/2023	Furniture for New Admin Offi...	33,754.36
Department 2002 - General Administration Total:				62,963.51
Fund 39900 - Other Capital Projects Total:				62,963.51
Grand Total:				133,168.69

Report Summary

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	47,160.49
20100 - Corrections	9.00
20600 - Emergency Medical Services	2,042.11
20900 - Fire Protection	14,350.43
26000 - American Rescue Plan Act	1,224.16
29700 - County EMS GRT	3,595.67
30300 - State Legislative Appropriation Project	1,823.32
39900 - Other Capital Projects	62,963.51
Grand Total:	133,168.69

Account Summary

Account Number	Account Name	Expense Amount
11000-1009-55999	Contract - Other Services	183.91
11000-2001-56120	Supplies - Vehicle Fuel	36.76
11000-2001-56999	Supplies - Other	5.43
11000-2001-57160	Telecommunications	127.03
11000-2002-54010	Maintenance & Repairs -...	524.62
11000-2002-55020	Contract - Attorney Fees	3,673.14
11000-2002-55030	Contract - Professional S...	1,810.91
11000-2002-55999	Contract - Other Services	124.71
11000-2002-56010	Software	15,947.84
11000-2002-56020	Supplies - General Office	542.54
11000-2002-56060	Supplies - Kitchen	22.76
11000-2002-57090	Printing/Publishing/Adve...	100.51
11000-2002-57130	Rent of Equipment/Mach..	380.83
11000-2002-57160	Telecommunications	1,542.28
11000-2002-57170	Utilities - Electricity	531.77
11000-2002-57171	Utilities - Natural Gas	71.85
11000-2002-57173	Utilities - Water	357.59
11000-2002-57998	City Wide Clean-Up	2,084.64
11000-2004-56040	Supplies-Furniture/Fixtu...	73.57
11000-2004-56999	Supplies - Other	37.05
11000-2004-57071	Surety Bonding	185.00
11000-2004-57160	Telecommunications	80.10
11000-2008-56020	Supplies - General Office	32.27
11000-2008-57050	Employee Training	800.00
11000-2014-55030	Contract - Professional S...	1,674.45
11000-3001-57130	Rent of Equipment/Mach..	919.00
11000-3002-53030	Travel - Employees	840.36
11000-3002-56120	Supplies - Vehicle Fuel	345.34
11000-3002-57160	Telecommunications	87.00
11000-3005-55999	Contract - Other Services	8,176.75
11000-4004-55030	Contract - Professional S...	57.00
11000-4004-56010	Software	211.36
11000-4004-56020	Supplies - General Office	1,026.23
11000-4004-56040	Supplies-Furniture/Fixtu...	66.42
11000-5101-54030	Maintenance & Repairs -...	380.00
11000-5101-54050	Maintenance & Repair - ...	1,015.10
11000-5101-55999	Contract - Other Services	227.46
11000-5101-56120	Supplies - Vehicle Fuel	1,081.91
11000-5101-56121	Supplies - Vehicle Lubric...	423.63
11000-5101-56999	Supplies - Other	371.85
11000-5101-57160	Telecommunications	243.05
11000-5104-57170	Utilities - Electricity	736.47
20100-0001-21040	Admin Office of Courts P...	9.00
20600-3003-56070	Supplies - Medical	2,042.11
20900-3002-54040	Maintenance & Repairs -...	1,597.68

Account Summary

Account Number	Account Name	Expense Amount
20900-3002-54999	Other Maintenance	2,254.07
20900-3002-55030	Contract - Professional S...	1,438.98
20900-3002-56030	Supplies - Field Supplies	5,697.46
20900-3002-56040	Supplies-Furniture/Fixtu...	166.00
20900-3002-56120	Supplies - Vehicle Fuel	1,325.17
20900-3002-57090	Printing/Publishing/Adve...	100.51
20900-3002-57160	Telecommunications	126.02
20900-3002-57170	Utilities - Electricity	1,051.79
20900-3002-57171	Utilities - Natural Gas	36.54
20900-3002-57172	Utilities - Propane/Buta...	489.20
20900-3002-57173	Utilities - Water	67.01
26000-2002-58010	Buildings & Structures	1,224.16
29700-2002-55999	Contract - Other Services	125.12
29700-2002-56070	Supplies - Medical	341.95
29700-2002-56120	Supplies - Vehicle Fuel	283.75
29700-2002-57160	Telecommunications	2,844.85
30300-2002-58999	Other Capital Purchases	1,823.32
39900-2002-55030	Contract - Professional S...	1,367.89
39900-2002-58010	Buildings & Structures	22,258.98
39900-2002-58020	Equipment & Machinery	5,582.28
39900-2002-58030	Furniture & Fixtures	33,754.36
Grand Total:		133,168.69

Project Account Summary

Project Account Key	Expense Amount
None	126,368.69
2023-003-50000	6,800.00
Grand Total:	133,168.69

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF RIO COMMUNITIES AMENDING THE ZONING CODE OF THE CITY OF RIO COMMUNITIES. AMENDING THE PERMITTED USES IN THE I-3 HEAVY INDUSTRIAL ZONING DISTRICT; AMENDING THE SPECIAL USES IN THE I-3 HEAVY INDUSTRIAL ZONING DISTRICT; ADOPTION PROHIBITED USES IN THE I-3 HEAVY INDUSTRIAL ZONING DISTRICT.

BE IT ORDAINED by the Governing Body of the City of Rio Communities, New Mexico

SECTION 1: RECITALS

WHEREAS, Recent public hearings have demonstrated the need to revisit whether, or not to what extent certain heavy industries should be located within the City of Rio Communities; and

WHEREAS, Public sentiment in recent public hearings has clearly demonstrated that the public does not support the location and operation of certain heavy industrial activities in the City of Rio Communities; and

WHEREAS, This ordinance is adopted to protect the health, safety, and welfare of the community as it relates to the location and operation of certain heavy industries within the City of Rio Communities by imposing certain time, place, manner and other reasonable restrictions on industrial activities.

SECTION 2: HEAVY INDUSTRIAL (I-3) Permitted Use: Section 4-3-10.C

Section 4-3-10.C(7) is deleted in its entirety.

SECTION 3: HEAVY INDUSTRIAL (I-3) Special Use: Section 3-4-10.E

Section 4-3-10.E(1) is amended by adding the words "Temporary Use Only Not to Exceed 90 days"

Section 4-3-10.E(3) is deleted in its entirety.

Section 4-3-40.E(4) is deleted in its entirety.

SECTION 4: HEAVY INDUSTRIAL (I-3) Prohibited Uses: Section 3-4-10.F

A new section 3-4-10.F is adopted as follows:

F. PROHIBITED USES I-3 PROHIBITED USES ARE NOT ALLOWED IN AN I-3 ZONE. THESE PROHIBITED USES INCLUDE:

1. Petroleum or liquefied petroleum gas bulk plants.
2. Facilities for production of oil, natural gas, geothermal resources or other hydrocarbons.

SECTION 5: ANNEXATION PROCEDURES Section 4-14-3

Section 4-14-3.A is amended to read as follows:

"All proposed petition-method annexations shall be submitted to the Planning and Zoning Commission for review and written recommendation based on the approval criteria set forth in Subsection 4-14-8 of this Article. In the course of the review, the Commission shall make complete findings of fact on all applications. The Commission shall not rule on the economic feasibility of any development proposed in an annexation master plan."

SECTION 6: ZONING AND MAP AMENDMENTS Section 4-15-1

Section 4-15-2.B is amended to read as follows:

After receiving a request for text amendment or zone map change, the Planning and Zoning Commission shall consider the request and make written recommendations to the City Council regarding the request. The Commission will consider all aspects of the request and balance the need for change against the impact of the request on affected properties. The Commission shall consider whether the proposed text or map amendments are consistent with the Comprehensive Plan. The request for a text amendment or zone map change, including the Commission recommendation will be brought before the City Council for Public Hearing. The City Council will decide based upon the evidence presented at the Public Hearing. The City Council may amend, repeal, or supplement any portion of the Code or Map.

Section 4-15-2.C is amended to read as follows:

Requests for change of either the Code or Map by a landowner will be forwarded to the City Planning and Zoning Commission. All pertinent data must be enclosed with the request. Additional information may be requested by the Commission. The Planning and Zoning Commission will schedule a public meeting with the applicant that will serve to enhance their understanding of the impact of the request. The Commission shall consider whether the proposed text or map amendments are consistent with the Comprehensive Plan. The Commission shall prepare a written recommendation to the City Council.

SECTION 7: PLANNING AND ZONING HEARING POSTING Section 4-18-9

The Catchline of the of this section is amended to add the words "Notice Requirements" after "Hearing" and delete the word "Posting."

Section 4-18-9.A is amended to read as follows:

- A. Applications for a conditional use permit, require a public hearing before the Planning and Zoning Commission. Notice of Commission consideration of a Conditional Use Permit shall be conspicuously posted for public scrutiny and comment at six (6) public locations throughout the City and on the city webpage. Notice of the time and place of the public hearing shall be published, at least fifteen days prior to the date of the hearing. Following the Public Hearing, the Commission may approve, approve with conditions, deny, continue or defer the request. The Commission must base its decision upon the evidence presented at the Public Hearing.

SECTION 8: CITY COUNCIL HEARING POSTING Section 4-18-9

The Catchline of the of this section is amended to add the words "Notice Requirements" after "Hearing" and delete the word "Posting."

Section 4-18-9.B is amended to read as follows:

4-18-9.B (1) Application for special use permits, variances, zoning ordinance text amendments, annexation, or zoning map amendments require consideration by the Planning and Zoning Commission prior to submission to the City Council for Final Approval.

4-18-9.B(2) Notice of the Commission meeting shall be in accordance with Section 4-18-9.A above. The Commission shall consider all aspects of the request and balance the need for change against the impact of the request on affected properties. The Commission shall consider whether the proposed special use permit, variance, text or map amendments are consistent with the Comprehensive Plan. The Commission will prepare its written report including recommendations to the City Council.

4-18-9.B(3) Notice of the time and place of the public hearing before the City Council shall be published, at least fifteen days prior to the date of the public hearing City Council.

4-18-9.B(4) Whenever a change in zoning is proposed for an area of one block or less, notice of the public hearing shall be mailed by certified mail, return receipt requested, to the owners, as shown by the records of the county treasurer, of lots of land within the area proposed to be changed by a zoning regulation and within one hundred feet, excluding public right-of-way, of the area proposed to be changed by zoning regulation.

4-18-9.B(5) Whenever a change in zoning is proposed for an area of more than one block, notice of the public hearing shall be mailed by first class mail to the owners, as shown by the records of the county treasurer, of lots or [of] land within the area proposed to be changed by a zoning regulation and within one hundred feet, excluding public right-of-way, of the area proposed to be changed by zoning regulation.

4-18-9.B(6) The City Council shall conduct a public hearing on the proposed special use permit, variance, text or map amendment. Following the public hearing, the City Council may approve, approve with conditions, deny, continue or defer the request.

4-18-9.B(7) The City Council shall issue a written order including its Findings of Fact based upon the record of the public hearing conducted by the Council.

PASSED, ADOPTED, AND APPROVED THIS ____ DAY OF _____, 2023.

City of Rio Communities Governing Body

Joshua Ramsell, Mayor

Margaret R. Gutjahr,
Councilor, Mayor Pro-tem

Arthur Apodaca,
Councilor

Lawrence Gordon,
Councilor

Jimmie Winters,
Councilor

ATTEST:

Elizabeth F Adair, Municipal Clerk



CITY OF RIO COMMUNITIES

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

June 12, 2023

Valencia County Clerk
Mike Milam
P.O. Box 969
Los Lunas, NM 87031

Dear Mr. Milam:

The City of Rio Communities signed into Ordinance No: 2019-66, adopted by the Governing Body on January 8, 2019, declaring that the City of Rio Communities has chosen to opt-in to the Local Government Elections.

Pursuant to 1-22-4 (A) NMSA 1978 Local election between one hundred-twenty (120) and one hundred-fifty (150) days before the next regular local election, each local government shall notify the county clerk of the county in which the primary administrative office of the local government is situate of all local government positions that are to be filed at the next regular local election.

Therefor I Elizabeth "Lisa" Adair would like to inform you on November 7, 2023 at the regular local election, persons shall be elected to fill the following elective offices:

ONE Councilor for a four-year term.
ONE Councilor for a four-year term.

Should you have any questions or require additional information, please let me know.

Sincerely,

Elizabeth (Lisa) F. Adair, CMC
Municipal Clerk

Municipal Court

- For the month of May 2023:
- 4 Code Citations, with 9 violation(s) were filed.
- Amounts collected: Correction fees \$60.00
- Court Automation fees \$18.00
- Judicial Education fees \$ 6.00
- Court Fines of \$58.00
-
- Total of \$142.00 was collected in the courts.

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION 2023 – XX**

**ANNUAL BUDGET AMENDMENT #05
(FISCAL YEAR ENDING JUNE 30, 2023)**

WHEREAS, the Governing Board in and for the City of Rio Communities, State of New Mexico has developed a budget for fiscal year 2023, and

WHEREAS, said budget was developed upon need and through cooperation with all user departments, elected officials, and other department supervisors, and

WHEREAS, the official meetings for the review of said documents were duly advertised in compliance with the State Open Meetings Act, and

THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the City of Rio Communities, State of New Mexico hereby approves the following adjustments attached herein.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF JUNE 2023 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell,
Mayor

Margaret R. Gutjahr,
Mayor Pro-tem/Councilor

Arthur Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
Councilor

ATTEST:

Elizabeth F. Adair, Municipal Clerk

State of New Mexico - DFA Local Government Division
Budget Adjustment Request - Fiscal Year 2022-2023 - Rio Communities (City) - FY 20222023 BAR 5

Item 5.

Bar ID	Contact	Phone	Email	Status
12-252-13767				ENTITY

Details

Fund	Department	Object Code	PreAdjusted Budget	Adjustment	Adjusted Budget
11000 General Operating Fund	0001 No Department	10104 State Required Reserve	126,778.59	13,390.00	140,168.59
11000 General Operating Fund	0001 No Department	41100 Franchise Tax	200,000.00	20,000.00	220,000.00
11000 General Operating Fund	0001 No Department	41250 Gross Receipts Tax - Municipal Local Option General	303,000.00	45,000.00	348,000.00
11000 General Operating Fund	0001 No Department	41259 CMP - Compensating Tax	1,800.00	375.00	2,175.00
11000 General Operating Fund	0001 No Department	41510 Property Tax - Prior Year	7,000.00	3,000.00	10,000.00
11000 General Operating Fund	0001 No Department	42401 GRT Shared - Municipal Equivalent Distribution	275,000.00	50,000.00	325,000.00
11000 General Operating Fund	0001 No Department	42600 Motor Vehicle Excise Tax	20,000.00	5,000.00	25,000.00
11000 General Operating Fund	0001 No Department	43800 Zoning Permits	2,150.00	100.00	2,250.00
11000 General Operating Fund	0001 No Department	43900 Other Licenses and Permits	6,500.00	300.00	6,800.00
11000 General Operating Fund	0001 No Department	46030 Interest Income	42,000.00	5,000.00	47,000.00
11000 General Operating Fund	0001 No Department	46060 Reimbursements/Refunds	5,000.00	12,500.00	17,500.00
11000 General Operating Fund	1001 Governing Body	57999 Other Operating Costs	1,900.00	200.00	2,100.00
11000 General Operating Fund	1009 Municipal Court	51040 Salaries - Part-Time Positions	5,850.00	3,000.00	8,850.00
11000 General Operating Fund	1009 Municipal Court	52010 FICA - Regular	550.00	250.00	800.00
11000 General Operating Fund	1009 Municipal Court	52011 FICA - Medicare	135.00	75.00	210.00
11000 General Operating Fund	1009 Municipal Court	56020 Supplies - General Office	500.00	650.00	1,150.00
11000 General Operating Fund	1009 Municipal Court	56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	1,000.00	4,605.00	5,605.00
11000 General Operating Fund	2001 Manager	51020 Salaries - Full-Time Positions	138,615.00	7,000.00	145,615.00
11000 General Operating Fund	2001 Manager	52010 FICA - Regular	8,600.00	1,000.00	9,600.00
11000 General Operating Fund	2001 Manager	52011 FICA - Medicare	2,050.00	350.00	2,400.00
11000 General Operating Fund	2001 Manager	52120 Workers' Compensation (Self Insured)	25.00	350.00	375.00
11000 General Operating Fund	2001 Manager	57160 Telecommunications	1,000.00	2,000.00	3,000.00
11000 General Operating Fund	2002 General Administration	52010 FICA - Regular	250.00	1,000.00	1,250.00
11000 General Operating Fund	2002 General Administration	52011 FICA - Medicare	100.00	500.00	600.00
11000 General Operating Fund	2002 General Administration	52090 Unemployment Compensation	50.00	150.00	200.00
11000 General Operating Fund	2002 General Administration	56010 Software	25,000.00	2,000.00	27,000.00
11000 General Operating Fund	2002 General Administration	56020 Supplies - General Office	1,000.00	500.00	1,500.00
11000 General Operating Fund	2002 General Administration	56999 Supplies - Other	1,500.00	1,150.00	2,650.00
11000 General Operating Fund	2002 General Administration	57070 Insurance - General Liability/Property	5,000.00	4,700.00	9,700.00
11000 General Operating Fund	2002 General Administration	57090 Printing/Publishing/Advertising	3,500.00	1,700.00	5,200.00
11000 General Operating Fund	2002 General Administration	57150 Subscriptions & Dues	4,100.00	1,050.00	5,150.00
11000 General Operating Fund	2002 General Administration	57170 Utilities - Electricity	5,200.00	1,000.00	6,200.00
11000 General Operating Fund	2002 General Administration	57800 GRT Administrative Fee	8,000.00	3,000.00	11,000.00

11000 General Operating Fund	2002 General Administration	57999 Other Operating Costs	59,600.00	27,050.00	<i>Item 5.</i>
11000 General Operating Fund	2004 Finance/Budget/Accounting	51060 Salaries - Overtime	0.00	60.00	60.00
11000 General Operating Fund	2004 Finance/Budget/Accounting	52120 Workers' Compensation (Self Insured)	25.00	500.00	525.00
11000 General Operating Fund	2004 Finance/Budget/Accounting	56010 Software	0.00	875.00	875.00
11000 General Operating Fund	2008 Municipal Clerk	52120 Workers' Compensation (Self Insured)	25.00	500.00	525.00
11000 General Operating Fund	2008 Municipal Clerk	53030 Travel - Employees	1,800.00	850.00	2,650.00
11000 General Operating Fund	2008 Municipal Clerk	56020 Supplies - General Office	2,000.00	500.00	2,500.00
11000 General Operating Fund	2012 Planning & Zoning	56010 Software	0.00	750.00	750.00
11000 General Operating Fund	2012 Planning & Zoning	56020 Supplies - General Office	0.00	75.00	75.00
11000 General Operating Fund	2012 Planning & Zoning	57150 Subscriptions & Dues	0.00	1,035.00	1,035.00
11000 General Operating Fund	3002 Fire Protection	51020 Salaries - Full-Time Positions	35,000.00	6,000.00	41,000.00
11000 General Operating Fund	3002 Fire Protection	51060 Salaries - Overtime	0.00	105.00	105.00
11000 General Operating Fund	3002 Fire Protection	52010 FICA - Regular	6,073.00	1,500.00	7,573.00
11000 General Operating Fund	3002 Fire Protection	52011 FICA - Medicare	1,413.00	350.00	1,763.00
11000 General Operating Fund	3002 Fire Protection	52020 Retirement	4,275.00	500.00	4,775.00
11000 General Operating Fund	3002 Fire Protection	52090 Unemployment Compensation	125.00	200.00	325.00
11000 General Operating Fund	3002 Fire Protection	53030 Travel - Employees	0.00	10,500.00	10,500.00
11000 General Operating Fund	3002 Fire Protection	55999 Contract - Other Services	0.00	2,500.00	2,500.00
11000 General Operating Fund	3002 Fire Protection	56010 Software	0.00	525.00	525.00
11000 General Operating Fund	3002 Fire Protection	56020 Supplies - General Office	0.00	25.00	25.00
11000 General Operating Fund	3002 Fire Protection	56120 Supplies - Vehicle Fuel	0.00	3,000.00	3,000.00
11000 General Operating Fund	3002 Fire Protection	57050 Employee Training	0.00	1,500.00	1,500.00
11000 General Operating Fund	3002 Fire Protection	57090 Printing/Publishing/Advertising	0.00	700.00	700.00
11000 General Operating Fund	3002 Fire Protection	57160 Telecommunications	0.00	1,100.00	1,100.00
11000 General Operating Fund	3004 Animal Control	55999 Contract - Other Services	15,000.00	5,000.00	20,000.00
11000 General Operating Fund	5101 Public Works	51020 Salaries - Full-Time Positions	136,685.00	8,000.00	144,685.00
11000 General Operating Fund	5101 Public Works	51050 Salaries - Temporary Positions	0.00	2,300.00	2,300.00
11000 General Operating Fund	5101 Public Works	51060 Salaries - Overtime	0.00	3,200.00	3,200.00
11000 General Operating Fund	5101 Public Works	52010 FICA - Regular	8,850.00	1,000.00	9,850.00
11000 General Operating Fund	5101 Public Works	52011 FICA - Medicare	2,070.00	500.00	2,570.00
11000 General Operating Fund	5101 Public Works	52090 Unemployment Compensation	340.00	150.00	490.00
11000 General Operating Fund	5101 Public Works	55999 Contract - Other Services	2,000.00	150.00	2,150.00
11000 General Operating Fund	5101 Public Works	56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	1,500.00	6,000.00	7,500.00
11000 General Operating Fund	5101 Public Works	56120 Supplies - Vehicle Fuel	2,000.00	3,500.00	5,500.00
11000 General Operating Fund	5101 Public Works	56121 Supplies - Vehicle Lubricants/Anti-Freeze	0.00	700.00	700.00
11000 General Operating Fund	5101 Public Works	56122 Supplies - Vehicle Tires	1,000.00	3,000.00	4,000.00
11000 General Operating Fund	5101 Public Works	56999 Supplies - Other	4,000.00	4,750.00	8,750.00
11000 General Operating Fund	5101 Public Works	57050 Employee Training	0.00	300.00	300.00
11000 General Operating Fund	5101 Public Works	57160 Telecommunications	2,500.00	500.00	3,000.00

11000 General Operating Fund	5101 Public Works	58020 Equipment & Machinery	0.00	8,500.00	Item 5.
11000 General Operating Fund	5104 Highways and Streets	54030 Maintenance & Repairs - Grounds/Roadways	8,000.00	1,000.00	9,000.00
11000 General Operating Fund	5104 Highways and Streets	54050 Maintenance & Repair - Furniture/Fixtures/Equipment	0.00	8,500.00	8,500.00
11000 General Operating Fund	5104 Highways and Streets	55999 Contract - Other Services	0.00	200.00	200.00
11000 General Operating Fund	5104 Highways and Streets	56999 Supplies - Other	0.00	6,500.00	6,500.00
20200 Environmental	5009 Environmental	55999 Contract - Other Services	15,860.00	3,000.00	18,860.00
29900 Other Special Revenue	0001 No Department	47800 Local - Grants from Counties to Municipalities	200,000.00	24,400.00	224,400.00
29900 Other Special Revenue	2002 General Administration	51050 Salaries - Temporary Positions	56,200.00	5,000.00	61,200.00
29900 Other Special Revenue	2002 General Administration	51060 Salaries - Overtime	0.00	2,000.00	2,000.00
29900 Other Special Revenue	2002 General Administration	52010 FICA - Regular	9,170.00	100.00	9,270.00
29900 Other Special Revenue	2002 General Administration	52011 FICA - Medicare	2,141.00	50.00	2,191.00
29900 Other Special Revenue	2002 General Administration	52030 Health and Medical Premiums	14,443.00	5,000.00	19,443.00
29900 Other Special Revenue	2002 General Administration	52050 Dental Insurance Premiums	1,025.00	250.00	1,275.00
29900 Other Special Revenue	2002 General Administration	52060 Vision Insurance Medical Premiums	184.00	75.00	259.00
29900 Other Special Revenue	2002 General Administration	53030 Travel - Employees	4,900.00	1,000.00	5,900.00
29900 Other Special Revenue	2002 General Administration	54040 Maintenance & Repairs - Vehicles	0.00	30.00	30.00
29900 Other Special Revenue	2002 General Administration	55030 Contract - Professional Services	60,000.00	250.00	60,250.00
29900 Other Special Revenue	2002 General Administration	56010 Software	500.00	4,000.00	4,500.00
29900 Other Special Revenue	2002 General Administration	56120 Supplies - Vehicle Fuel	2,100.00	1,200.00	3,300.00
29900 Other Special Revenue	2002 General Administration	56999 Supplies - Other	7,000.00	10,000.00	17,000.00
29900 Other Special Revenue	2002 General Administration	58020 Equipment & Machinery	216,323.00	52,500.00	268,823.00
40400 NMFA Loan Debt Service	0001 No Department	46030 Interest Income	1,000.00	1,500.00	2,500.00

Justification

Compliance with Section 6-6-2, NMSA, 1978 compilation:

1. The requested budget adjustments were authorized at a scheduled Governing Body meeting open to the public on **0000-00-00**
2. Justification should provide a sufficient explanation for budget adjustment. Backup documentation such as grant award letter or other documents requested by Budget and Finance Analysts, should be submitted on LGBMS.

Approvals

Name	Role	Date
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Rio Communities, NM

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT01315 - FY 2022-2023 BAR #5

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Adjustment Number	Budget Code	Description	Adjustment Date
BA0000027	FY 2022-2023 Final Budget	FY 2022-2023 BAR #5	6/12/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
11000-0001-41100	Franchise Tax	Franchise Tax Received	-200,000.00	-20,000.00	-220,000.00
June:	-20,000.00				
11000-0001-41250	Gross Receipts Tax-Municipal Lo...	GRT Municipal Local Received	-303,000.00	-45,000.00	-348,000.00
June:	-45,000.00				
11000-0001-41259	Compensating Tax	Compensating Tax Received	-1,800.00	-375.00	-2,175.00
June:	-375.00				
11000-0001-41510	Property Tax - Prior Year	Property Tax Prior Year Received	-7,000.00	-3,000.00	-10,000.00
June:	-3,000.00				
11000-0001-42401	GRT Shared - Municipal Equivale...	GRT Municipal Equivalent Received	-275,000.00	-50,000.00	-325,000.00
June:	-50,000.00				
11000-0001-42600	Motor Vehicle Excise Tax	Motor Vehicle Tax Received	-20,000.00	-5,000.00	-25,000.00
June:	-5,000.00				
11000-0001-43800	Zoning Permits	Zoning Permits Received	-2,150.00	-100.00	-2,250.00
June:	-100.00				
11000-0001-43900	Other Licenses and Permits	Road Cut Permits Received	-6,500.00	-300.00	-6,800.00
June:	-300.00				
11000-0001-46030	Interest Income	Interest Income	-42,000.00	-5,000.00	-47,000.00
June:	-5,000.00				
11000-0001-46060	Reimbursements/Refunds	Refunds/Reimbursements Received	-5,000.00	-12,500.00	-17,500.00
June:	-12,500.00				
11000-0001-47398	Other State Distributions (operat...	Monies Recieved on Other State Grants	-37,230.00	37,230.00	0.00
June:	37,230.00				
11000-0001-47499	Other State Grants	Other State Grants Received	-6,000.00	-37,230.00	-43,230.00
June:	-37,230.00				
11000-1001-57070	Insurance - General Liability/Pro...	Insurance for Public Officials	1,900.00	200.00	2,100.00
June:	200.00				
11000-1009-51040	Salaries - Part-Time Positions	Court Clerk Salary	5,850.00	3,000.00	8,850.00
June:	3,000.00				
11000-1009-52010	FICA - Regular	FICA Increase	550.00	250.00	800.00
June:	250.00				
11000-1009-52011	FICA - Medicare	FICA Medicare Increase	135.00	75.00	210.00
June:	75.00				
11000-1009-56020	Supplies - General Office	Supplies - General Office	500.00	650.00	1,150.00
June:	650.00				
11000-1009-56040	Supplies-Furniture/Fixtures/Equi...	Court Computers, Desks, Printers	1,000.00	4,605.00	5,605.00
June:	4,605.00				
11000-2001-51020	Salaries - Full-Time Positions	Vacation Payout	138,615.00	7,000.00	145,615.00
June:	7,000.00				
11000-2001-52010	FICA - Regular	Vacation Payout	8,600.00	1,000.00	9,600.00
June:	1,000.00				
11000-2001-52011	FICA - Medicare	Vacation Payout	2,050.00	350.00	2,400.00
June:	350.00				
11000-2001-52120	Workers' Compensation (Self Ins...	Workers Compensation	25.00	350.00	375.00

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June:	350.00				
11000-2001-57160		Telecommunications	Cell Phone/Internet	1,000.00	2,000.00 3,000.00
June:	2,000.00				
11000-2002-52010		FICA - Regular	City Wide Cleanup Temp Employees	250.00	1,000.00 1,250.00
June:	1,000.00				
11000-2002-52011		FICA - Medicare	City Wide Cleanup Temp Employees	100.00	500.00 600.00
June:	500.00				
11000-2002-52090		Unemployment Compensation	City Wide Cleanup Temp Employees	50.00	150.00 200.00
June:	150.00				
11000-2002-56010		Software	Work Order / Executime Modules	25,000.00	2,000.00 27,000.00
June:	2,000.00				
11000-2002-56020		Supplies - General Office	Gen Admin Office Supplies	1,000.00	500.00 1,500.00
June:	500.00				
11000-2002-56030		Supplies - Field Supplies	Gen Admin Field Supplies	0.00	400.00 400.00
June:	400.00				
11000-2002-56050		Supplies - Janitorial/Maintenance	Janitorial Supplies	500.00	250.00 750.00
June:	250.00				
11000-2002-56999		Supplies - Other	Other Supplies Gen Admin	1,000.00	500.00 1,500.00
June:	500.00				
11000-2002-57070		Insurance - General Liability/Pro...	Property/Liability Insurance	5,000.00	4,700.00 9,700.00
June:	4,700.00				
11000-2002-57090		Printing/Publishing/Advertising	Printing/Publishing/Advertising	3,500.00	1,700.00 5,200.00
June:	1,700.00				
11000-2002-57150		Subscriptions & Dues	Subscriptions/Dues for City	4,100.00	1,050.00 5,150.00
June:	1,050.00				
11000-2002-57170		Utilities - Electricity	Electricity - City Hall	5,200.00	1,000.00 6,200.00
June:	1,000.00				
11000-2002-57800		GRT Administrative Fee	GRT Admin Fee	8,000.00	3,000.00 11,000.00
June:	3,000.00				
11000-2002-57998		City Wide Clean-Up	City Wide Clean-Up Wages & Expenses	59,600.00	25,000.00 84,600.00
June:	25,000.00				
11000-2002-57999		Other Operating Costs	Other Operating Costs	0.00	2,050.00 2,050.00
June:	2,050.00				
11000-2004-51060		Salaries - Overtime	Overtime for Finance Dept	0.00	60.00 60.00
June:	60.00				
11000-2004-52120		Workers' Compensation (Self Ins...	Workers Comp Insurance Finance	25.00	500.00 525.00
June:	500.00				
11000-2004-56010		Software	Emails/Office 365 - Finance Dept	0.00	875.00 875.00
June:	875.00				
11000-2008-52120		Workers' Compensation (Self Ins...	Workers Comp Ins - Clerks	25.00	500.00 525.00
June:	500.00				
11000-2008-53030		Travel - Employees	Employee Travel - Clerks	1,800.00	850.00 2,650.00
June:	850.00				
11000-2008-56020		Supplies - General Office	Office Supplies - Clerks Office	2,000.00	500.00 2,500.00
June:	500.00				
11000-2012-56010		Software	Emails for P&Z	0.00	750.00 750.00
June:	750.00				
11000-2012-56020		Supplies - General Office	Name Plates P&Z	0.00	75.00 75.00
June:	75.00				
11000-2012-57150		Subscriptions & Dues	Subscriptions/Dues P&Z	0.00	1,035.00 1,035.00
June:	1,035.00				
11000-3002-51020		Salaries - Full-Time Positions	Fire Chief New Contract	35,000.00	6,000.00 41,000.00
June:	6,000.00				

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11000-3002-51060	Salaries - Overtime	Code Enforcement Overtime	0.00	105.00	105.00
June: 105.00					
11000-3002-52010	FICA - Regular	Fire Chief New Contract	6,073.00	1,500.00	7,573.00
June: 1,500.00					
11000-3002-52011	FICA - Medicare	Fire Chief New Contract	1,413.00	350.00	1,763.00
June: 350.00					
11000-3002-52020	Retirement	Fire Chief New Contract	4,275.00	500.00	4,775.00
June: 500.00					
11000-3002-52090	Unemployment Compensation	Fire Chief New Contract	125.00	200.00	325.00
June: 200.00					
11000-3002-53030	Travel - Employees	Code Enforcer Training / Fire Apparatus Travel	0.00	10,500.00	10,500.00
June: 10,500.00					
11000-3002-55999	Contract - Other Services	Contract Other Services	0.00	2,500.00	2,500.00
June: 2,500.00					
11000-3002-56010	Software	Code Enforcer Emails/Office 365	0.00	525.00	525.00
June: 525.00					
11000-3002-56020	Supplies - General Office	Code Enforcer Office Supplies	0.00	25.00	25.00
June: 25.00					
11000-3002-56120	Supplies - Vehicle Fuel	Code Enforcer Fuel	0.00	3,000.00	3,000.00
June: 3,000.00					
11000-3002-57050	Employee Training	Code Enforcer Training	0.00	1,500.00	1,500.00
June: 1,500.00					
11000-3002-57090	Printing/Publishing/Advertising	Printing/Publishing/Advertising	0.00	700.00	700.00
June: 700.00					
11000-3002-57160	Telecommunications	Code Enforcer Cell Phones	0.00	1,100.00	1,100.00
June: 1,100.00					
11000-3004-55999	Contract - Other Services	Animal Control Services	15,000.00	5,000.00	20,000.00
June: 5,000.00					
11000-5101-51020	Salaries - Full-Time Positions	Vacation Payout	136,685.00	8,000.00	144,685.00
June: 8,000.00					
11000-5101-51050	Salaries - Temporary Positions	City Clean Up Temp Salaries	0.00	2,300.00	2,300.00
June: 2,300.00					
11000-5101-51060	Salaries - Overtime	PW Overtime - Due to Construction	0.00	3,200.00	3,200.00
June: 3,200.00					
11000-5101-52010	FICA - Regular	Vacation Payout	8,850.00	1,000.00	9,850.00
June: 1,000.00					
11000-5101-52011	FICA - Medicare	Vacation Payout	2,070.00	500.00	2,570.00
June: 500.00					
11000-5101-52090	Unemployment Compensation	Vacation Payout	340.00	150.00	490.00
June: 150.00					
11000-5101-55999	Contract - Other Services	Contract Other Services	2,000.00	150.00	2,150.00
June: 150.00					
11000-5101-56030	Supplies - Field Supplies	Field Supplies	2,500.00	500.00	3,000.00
June: 500.00					
11000-5101-56040	Supplies-Furniture/Fixtures/Equi...	Tools for PW	1,500.00	6,000.00	7,500.00
June: 6,000.00					
11000-5101-56090	Supplies - Safety	Safety Supplies PW	0.00	250.00	250.00
June: 250.00					
11000-5101-56120	Supplies - Vehicle Fuel	Fuel for PW	2,000.00	3,500.00	5,500.00
June: 3,500.00					
11000-5101-56121	Supplies - Vehicle Lubricants/Anti..	Vehicle Lubricants PW	0.00	700.00	700.00
June: 700.00					
11000-5101-56122	Supplies - Vehicle Tires	Tires for PW	1,000.00	3,000.00	4,000.00

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June:	3,000.00				
11000-5101-56999	Supplies - Other	Other Supplies PW	500.00	4,000.00	4,500.00
June:	4,000.00				
11000-5101-57050	Employee Training	Employee Training PW	0.00	300.00	300.00
June:	300.00				
11000-5101-57160	Telecommunications	Tablets/Phones for PW	2,500.00	500.00	3,000.00
June:	500.00				
11000-5101-58020	Equipment & Machinery	40 Ft Container to Store Equipment	0.00	8,500.00	8,500.00
June:	8,500.00				
11000-5104-54030	Maintenance & Repairs - Ground...	Maint to Roads	8,000.00	1,000.00	9,000.00
June:	1,000.00				
11000-5104-54050	Maintenance & Repair - Furnitur...	Repair Street Lights	0.00	8,500.00	8,500.00
June:	8,500.00				
11000-5104-55999	Contract - Other Services	Contract Other Services	0.00	200.00	200.00
June:	200.00				
11000-5104-56090	Supplies - Safety	Street Signs / Speed Bumps	0.00	6,500.00	6,500.00
June:	6,500.00				
20200-5009-55999	Contract - Other Services	Trash Days & Demo of Dangerous Property	15,860.00	3,000.00	18,860.00
June:	3,000.00				
29600-0001-41259	Compensating Tax	Compensating Tax Received	0.00	-300.00	-300.00
June:	-300.00				
29600-0001-47800	Local - Grants from Counties to ...	Fire Excise GRT Received	-45,000.00	-5,000.00	-50,000.00
June:	-5,000.00				
29700-0001-41259	Compensating Tax	Compensating Tax Received	0.00	-1,100.00	-1,100.00
June:	-1,100.00				
29700-0001-47800	Local - Grants from Counties to ...	EMS GRT Received	-155,000.00	-18,000.00	-173,000.00
June:	-18,000.00				
29700-2002-51060	Salaries - Overtime	On Call EMT's Holiday Worked OT	0.00	2,000.00	2,000.00
June:	2,000.00				
29700-2002-52030	Health and Medical Premiums	Employee Added Family to Insurance	14,443.00	5,000.00	19,443.00
June:	5,000.00				
29700-2002-52050	Dental Insurance Premiums	Employee Added Family to Insurance	1,025.00	250.00	1,275.00
June:	250.00				
29700-2002-52060	Vision Insurance Medical Premi...	Employee Added Family to Insurance	184.00	75.00	259.00
June:	75.00				
29700-2002-53030	Travel - Employees	Employee Travel EMT's	0.00	1,000.00	1,000.00
June:	1,000.00				
29700-2002-54040	Maintenance & Repairs - Vehicles	Maint/Repair Vehicles	0.00	30.00	30.00
June:	30.00				
29700-2002-55030	Contract - Professional Services	Medical Director / Pharmacy Consultant	0.00	250.00	250.00
June:	250.00				
29700-2002-56010	Software	Software/Emails/Office 365	500.00	4,000.00	4,500.00
June:	4,000.00				
29700-2002-56070	Supplies - Medical	Medical Supplies EMS	5,000.00	10,000.00	15,000.00
June:	10,000.00				
29700-2002-56120	Supplies - Vehicle Fuel	Rescue Fuel	2,000.00	1,200.00	3,200.00
June:	1,200.00				
29700-2002-58020	Equipment & Machinery	Fire/EMS Server & Data Cabling	0.00	52,500.00	52,500.00
June:	52,500.00				
29800-2002-51050	Salaries - Temporary Positions	Wildland Fire Temp Salaries	25,000.00	5,000.00	30,000.00
June:	5,000.00				
29800-2002-52010	FICA - Regular	Wildland Fire PR Taxes	0.00	100.00	100.00
June:	100.00				

Budget Adjustment Register

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[29800-2002-52011](#)

FICA - Medicare

Wildland Fire PR Taxes

0.00

50.00

50.00

June: 50.00

[40402-0001-46030](#)

Interest Income

Interest Income

0.00

-1,500.00

-1,500.00

June: -1,500.00

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2022-2023 FINAL	FY 2022-2023 Final Budget	11000-0001-41100	Franchise Tax	-200,000.00	-20,000.00	-220,000.00
		11000-0001-41250	Gross Receipts Tax-Municipal Local ...	-303,000.00	-45,000.00	-348,000.00
		11000-0001-41259	Compensating Tax	-1,800.00	-375.00	-2,175.00
		11000-0001-41510	Property Tax - Prior Year	-7,000.00	-3,000.00	-10,000.00
		11000-0001-42401	GRT Shared - Municipal Equivalent D...	-275,000.00	-50,000.00	-325,000.00
		11000-0001-42600	Motor Vehicle Excise Tax	-20,000.00	-5,000.00	-25,000.00
		11000-0001-43800	Zoning Permits	-2,150.00	-100.00	-2,250.00
		11000-0001-43900	Other Licenses and Permits	-6,500.00	-300.00	-6,800.00
		11000-0001-46030	Interest Income	-42,000.00	-5,000.00	-47,000.00
		11000-0001-46060	Reimbursements/Refunds	-5,000.00	-12,500.00	-17,500.00
		11000-0001-47398	Other State Distributions (operation...	-37,230.00	37,230.00	0.00
		11000-0001-47499	Other State Grants	-6,000.00	-37,230.00	-43,230.00
		11000-1001-57070	Insurance - General Liability/Property	1,900.00	200.00	2,100.00
		11000-1009-51040	Salaries - Part-Time Positions	5,850.00	3,000.00	8,850.00
		11000-1009-52010	FICA - Regular	550.00	250.00	800.00
		11000-1009-52011	FICA - Medicare	135.00	75.00	210.00
		11000-1009-56020	Supplies - General Office	500.00	650.00	1,150.00
		11000-1009-56040	Supplies-Furniture/Fixtures/Equipm...	1,000.00	4,605.00	5,605.00
		11000-2001-51020	Salaries - Full-Time Positions	138,615.00	7,000.00	145,615.00
		11000-2001-52010	FICA - Regular	8,600.00	1,000.00	9,600.00
		11000-2001-52011	FICA - Medicare	2,050.00	350.00	2,400.00
		11000-2001-52120	Workers' Compensation (Self Insure...	25.00	350.00	375.00
		11000-2001-57160	Telecommunications	1,000.00	2,000.00	3,000.00
		11000-2002-52010	FICA - Regular	250.00	1,000.00	1,250.00
		11000-2002-52011	FICA - Medicare	100.00	500.00	600.00
		11000-2002-52090	Unemployment Compensation	50.00	150.00	200.00
		11000-2002-56010	Software	25,000.00	2,000.00	27,000.00
		11000-2002-56020	Supplies - General Office	1,000.00	500.00	1,500.00
		11000-2002-56030	Supplies - Field Supplies	0.00	400.00	400.00
		11000-2002-56050	Supplies - Janitorial/Maintenance	500.00	250.00	750.00
		11000-2002-56999	Supplies - Other	1,000.00	500.00	1,500.00
		11000-2002-57070	Insurance - General Liability/Property	5,000.00	4,700.00	9,700.00
		11000-2002-57090	Printing/Publishing/Advertising	3,500.00	1,700.00	5,200.00
		11000-2002-57150	Subscriptions & Dues	4,100.00	1,050.00	5,150.00
		11000-2002-57170	Utilities - Electricity	5,200.00	1,000.00	6,200.00
		11000-2002-57800	GRT Administrative Fee	8,000.00	3,000.00	11,000.00
		11000-2002-57998	City Wide Clean-Up	59,600.00	25,000.00	84,600.00
		11000-2002-57999	Other Operating Costs	0.00	2,050.00	2,050.00
		11000-2004-51060	Salaries - Overtime	0.00	60.00	60.00
		11000-2004-52120	Workers' Compensation (Self Insure...	25.00	500.00	525.00
		11000-2004-56010	Software	0.00	875.00	875.00
		11000-2008-52120	Workers' Compensation (Self Insure...	25.00	500.00	525.00
		11000-2008-53030	Travel - Employees	1,800.00	850.00	2,650.00
		11000-2008-56020	Supplies - General Office	2,000.00	500.00	2,500.00
		11000-2012-56010	Software	0.00	750.00	750.00
		11000-2012-56020	Supplies - General Office	0.00	75.00	75.00
		11000-2012-57150	Subscriptions & Dues	0.00	1,035.00	1,035.00
		11000-3002-51020	Salaries - Full-Time Positions	35,000.00	6,000.00	41,000.00
		11000-3002-51060	Salaries - Overtime	0.00	105.00	105.00
		11000-3002-52010	FICA - Regular	6,073.00	1,500.00	7,573.00
		11000-3002-52011	FICA - Medicare	1,413.00	350.00	1,763.00
		11000-3002-52020	Retirement	4,275.00	500.00	4,775.00
		11000-3002-52090	Unemployment Compensation	125.00	200.00	325.00
		11000-3002-53030	Travel - Employees	0.00	10,500.00	10,500.00
		11000-3002-55999	Contract - Other Services	0.00	2,500.00	2,500.00
		11000-3002-56010	Software	0.00	525.00	525.00
		11000-3002-56020	Supplies - General Office	0.00	25.00	25.00
		11000-3002-56120	Supplies - Vehicle Fuel	0.00	3,000.00	3,000.00

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11000-3002-57050	Employee Training	0.00	1,500.00	1,500.00
11000-3002-57090	Printing/Publishing/Advertising	0.00	700.00	700.00
11000-3002-57160	Telecommunications	0.00	1,100.00	1,100.00
11000-3004-55999	Contract - Other Services	15,000.00	5,000.00	20,000.00
11000-5101-51020	Salaries - Full-Time Positions	136,685.00	8,000.00	144,685.00
11000-5101-51050	Salaries - Temporary Positions	0.00	2,300.00	2,300.00
11000-5101-51060	Salaries - Overtime	0.00	3,200.00	3,200.00
11000-5101-52010	FICA - Regular	8,850.00	1,000.00	9,850.00
11000-5101-52011	FICA - Medicare	2,070.00	500.00	2,570.00
11000-5101-52090	Unemployment Compensation	340.00	150.00	490.00
11000-5101-55999	Contract - Other Services	2,000.00	150.00	2,150.00
11000-5101-56030	Supplies - Field Supplies	2,500.00	500.00	3,000.00
11000-5101-56040	Supplies-Furniture/Fixtures/Equipm...	1,500.00	6,000.00	7,500.00
11000-5101-56090	Supplies - Safety	0.00	250.00	250.00
11000-5101-56120	Supplies - Vehicle Fuel	2,000.00	3,500.00	5,500.00
11000-5101-56121	Supplies - Vehicle Lubricants/Anti-Fr...	0.00	700.00	700.00
11000-5101-56122	Supplies - Vehicle Tires	1,000.00	3,000.00	4,000.00
11000-5101-56999	Supplies - Other	500.00	4,000.00	4,500.00
11000-5101-57050	Employee Training	0.00	300.00	300.00
11000-5101-57160	Telecommunications	2,500.00	500.00	3,000.00
11000-5101-58020	Equipment & Machinery	0.00	8,500.00	8,500.00
11000-5104-54030	Maintenance & Repairs - Grounds/R...	8,000.00	1,000.00	9,000.00
11000-5104-54050	Maintenance & Repair - Furniture/Fi...	0.00	8,500.00	8,500.00
11000-5104-55999	Contract - Other Services	0.00	200.00	200.00
11000-5104-56090	Supplies - Safety	0.00	6,500.00	6,500.00
20200-5009-55999	Contract - Other Services	15,860.00	3,000.00	18,860.00
29600-0001-41259	Compensating Tax	0.00	-300.00	-300.00
29600-0001-47800	Local - Grants from Counties to Mun...	-45,000.00	-5,000.00	-50,000.00
29700-0001-41259	Compensating Tax	0.00	-1,100.00	-1,100.00
29700-0001-47800	Local - Grants from Counties to Mun...	-155,000.00	-18,000.00	-173,000.00
29700-2002-51060	Salaries - Overtime	0.00	2,000.00	2,000.00
29700-2002-52030	Health and Medical Premiums	14,443.00	5,000.00	19,443.00
29700-2002-52050	Dental Insurance Premiums	1,025.00	250.00	1,275.00
29700-2002-52060	Vision Insurance Medical Premiums	184.00	75.00	259.00
29700-2002-53030	Travel - Employees	0.00	1,000.00	1,000.00
29700-2002-54040	Maintenance & Repairs - Vehicles	0.00	30.00	30.00
29700-2002-55030	Contract - Professional Services	0.00	250.00	250.00
29700-2002-56010	Software	500.00	4,000.00	4,500.00
29700-2002-56070	Supplies - Medical	5,000.00	10,000.00	15,000.00
29700-2002-56120	Supplies - Vehicle Fuel	2,000.00	1,200.00	3,200.00
29700-2002-58020	Equipment & Machinery	0.00	52,500.00	52,500.00
29800-2002-51050	Salaries - Temporary Positions	25,000.00	5,000.00	30,000.00
29800-2002-52010	FICA - Regular	0.00	100.00	100.00
29800-2002-52011	FICA - Medicare	0.00	50.00	50.00
40402-0001-46030	Interest Income	0.00	-1,500.00	-1,500.00
2022-2023 FINAL Total:		-534,462.00	77,960.00	-456,502.00
Grand Total:		-534,462.00	77,960.00	-456,502.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2022-2023 FINAL - FY 2022-2023 Final Budget Fiscal: 2022-2023			
11000	-398,474.00	19,405.00	-379,069.00
20200	15,860.00	3,000.00	18,860.00
29600	-45,000.00	-5,300.00	-50,300.00
29700	-131,848.00	57,205.00	-74,643.00
29800	25,000.00	5,150.00	30,150.00
40402	0.00	-1,500.00	-1,500.00
Budget Code 2022-2023 FINAL Total:	-534,462.00	77,960.00	-456,502.00
Grand Total:	-534,462.00	77,960.00	-456,502.00

**State of New Mexico
City of Rio Communities
Resolution 2023 - XX**

Item 6.

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Rio Communities and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$138,667.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$104,000.00.
and
- b. The City of Communities' proportional matching share shall be 25% or \$34,667.00

TOTAL PROJECT COST IS \$138,667.00

The City of Rio Communities shall pay all costs, which exceed the total amount of \$138,667.00.

Now therefore, be it resolved in official session that the City of Rio Communities determines, resolves, and orders as follows:

1. That the project for this Cooperative agreement is adopted and has a priority standing.
2. The agreement terminates on December 31, 2024 and the City of Rio Communities incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Rio Communities to enter into Cooperative Agreement Control Number HW2-L300336 with the New Mexico Department of Transportation for LGRF Project for year 2023 – 2024 for the Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Roadway Lighting, Miscellaneous, Design, Construction within the control of the Governing Body in the City of Rio Communities in Valencia County, New Mexico.

PASSED, APPROVED AND ADOPTED THIS 12 DAY OF JUNE 2023 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

Joshua Ramsell, Mayor

Margaret R. Gutjahr, Mayor Pro-tem

Arthur Apodaca, Councilor

Lawrence R. Gordon, Councilor

Jimmie Winters, Councilor

ATTEST:

Elizabeth F. Adair, Municipal Clerk



Director Maintenance of Construction,

FY 2023/2024 LGRF **City of Rio Communities** Award Letter **L300336**

The State Transportation Commission approved LGRF funding on May 18, 2023, and **City of Rio Communities** is eligible for the following:

COOP = the total project costs of **138,667**
NMDOT Match = **104,000** The amount represents 75% of the project
Agency Match = **34,667** The amount represents 25% of the project

The following item shall be provided for an Agreement to be developed and executed:

- A resolution per funding type passed by the governing body or agency by **August 14** respectively adopting the project and **verifying its priority standing, route, termini, scope and cost.** Reference attached generic resolution sample or provide your own with all items in red included.
SCOPE = Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Roadway Lighting, Miscellaneous, Design, Construction Management

Once the resolution is passed the attached agreement can also be signed. **October 31** is the deadline for agreement to be fully executed. Agreements not fully executed by this deadline could result in loss of funding. NO aspect of the project can begin prior to the execution of the agreement.

Please route this email and provided documents as needed, as to secure the signed resolutions and agreements

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. _____
Vendor No. 000000110108
Control No. HW2-L300336

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Rio Communities** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Roadway Lighting, Miscellaneous, Design, Construction Management** as described in Control No. **HW2-L300336**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **One-Hundred-Thirty-Eight-Thousand-Six-Hundred-Sixty-Seven dollars (138,667)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **104,000**

Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Roadway Lighting, Miscellaneous, Design, Construction Management

2. Public Entity’s required proportional matching share shall be 25%: **34,667**

3. Total Project Cost: **138,667**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One-Hundred-Thirty-Eight-Thousand-Six-Hundred-Sixty-Seven dollars (138,667)**

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Local Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2024. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not

- been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
 - d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Rio Communities

By: _____

Date: _____

Title: _____

Attest: _____
Name and Title

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
 District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
 Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
 that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

 Name

 Date

 Print Name

 Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]

**STATE OF NEW MEXICO
CITY OF RIO COMMUNITIES
RESOLUTION NUMBER: 2023 - XX**

RESOLUTION ADOPTING PERSONNEL POLICIES AND PROCEDURES

WHEREAS, it is the policy of the CITY OF RIO COMMUNITIES (“City”) to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Mexico Human Rights Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the New Mexico Workers Compensation Act, and the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA); and

WHEREAS, the Governing Body has determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

WHEREAS, the City passed its Personnel Ordinance authorizing the Governing Body to adopt personnel policies and employment rules by Resolution.

NOW, THEREBY, BE IT RESOLVED by the Governing Body of the City of Rio Communities that the Personnel Policy Manual attached hereto is hereby adopted.

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all City officials, appointees, employees, volunteers, and independent contractors.

BE IT FURTHER RESOLVED that this Personnel Policy Manual is intended to provide guidelines covering public service by City employees and is not a contract. The provisions of this Personnel Policy Manual may be amended and supplemented from time to time without notice and at the sole discretion of the Governing Body.

BE IT FURTHER RESOLVED that the City Manager and all managerial/supervisory personnel are responsible for these employment practices.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF JUNE 2023 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell, Mayor

Margaret R. Gutjahr, Mayor Pro-tem

Arthur Apodaca, Councilor

Lawrence R. Gordon, Councilor

Jimmie Winters, Councilor

ATTEST:

Elizabeth F. Adair, Municipal Clerk



The City of Rio Communities
PERSONNEL POLICY MANUAL

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SECTION 1. GENERAL PROVISIONS

- 1.1 Purpose.** The purpose of this Personnel Policy Manual is to establish policies and procedures in order to ensure, insofar as possible, uniform treatment and administration of personnel employed by the City of Rio Communities. This manual not only outlines the policies applicable to the various phases of employment, but it also indicates how policy is to be administered. These policies also aid in achieving fair and equitable interpretations of policy which require personnel action on a regular recurring basis. Moreover, it is our intent that all employees have a deeper understanding of their role in the organization.

The City of Rio Communities is committed to providing equal opportunities for all persons making application for employment and for equity in treatment and advancement opportunities for our employees. The importance of each employee's contribution cannot be overstated. It is the City's goal to provide residents with the finest and most efficient service possible.

SECTION 2 SCOPE AND PRONOUNS

- 2.1 Scope.** The policies outlined in this manual should be regarded as guidelines only, which may be amended from time to time. This manual shall not be amended by any future departmental procedures, directives, general orders and/or oral representations in order to provide uniform policies for all City employees. Only the City of Rio Communities Governing Body has the right to add to, delete from, or modify this manual at any time, in its sole discretion.
- 2.2 Pronouns.** The City of Rio Communities recognizes and respects that name and gender identity are central to most individuals' sense of self and well-being. For purposes of this manual, the use of the pronouns he/him/his are used only for simplicity and brevity and shall be deemed to refer to the masculine, feminine, neutral, singular or plural as the identity of the person or persons referred to may require.

SECTION 3 APPLICABILITY

- 3.1** All positions in the service of the City of Rio Communities are covered under the provisions of this manual and the rules proclaimed under this chapter, except as follows:
- A.** Elected officials or those appointed to fill vacancies in elected offices;
 - B.** Members of the City boards and commissions who are not employees;
 - C.** Appointed executive municipal officials, including but not limited to, the City Manager, Municipal Clerk, Police Chief, Fire Chief, City Attorney and other Department Heads as designated by the City Council are exempted from sections 13.2 through 13.11.

- D. Independent contractors;
- E. Temporary employees and employees working less than twenty hours per week; and
- F. Professional consultants.

SECTION 4 RECRUITMENT AND SELECTION

4.1 Purpose and Policy. It shall be the policy of the City to recruit, select and promote employees on the basis of knowledge, skills, and abilities regarding their jobs, regardless of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, pregnancy, political affiliation, physical or mental handicap, or any other legally protected status.

4.2 Procedures

1. When an administrative position becomes vacant or whenever a new position is to be created, the City Manager or designee, may directly hire any current employee to fill the position, or in the City Manager's discretion may post the vacancy internally for a minimum of 5 workdays. The notice of vacancy will be posted in the City Offices and e-mailed to all employees.
2. If there are no qualified internal applicants, the City Manager or designee may post the vacancy externally. The external notice of vacancy shall be distributed and posted in the City Offices, on the City website and on other bulletin boards in local centers and community buildings. This form shall be posted for a minimum period of five working days before filling the vacancy or new position. If appropriate, advertisement of a job vacancy may be made in employment agencies, trade journals or the appropriate news media. Casual labor can temporarily fill any vacancy.

4.3 Application

1. Application Procedure. Each applicant for employment with the City shall obtain the required form and fill it out completely. Any false statement made on the application shall be grounds for rejection or automatic dismissal from employment.
2. Application Retention. Applications shall be accepted only for vacant positions.
3. General Requirements. Evidence of job performance and capability, experience, education, training, skills, and other abilities shall be carefully considered in evaluating the qualifications of applicants.

4. Basic Qualifications. Basic qualifications and other criteria for employment shall be contained in the job description for each position. Qualifications and criteria for employment shall include minimum requirements for training, education, skills and experience relating particularly to that individual position.
5. Testing. Performance or other tests may be required by the City to ascertain competency for the position. Mastery of standards for operations may be required.
6. Interview. Selection shall be made by the City Manager in consultation with applicable department heads and will be based on the following: skills, educational background, experience, personal interview, references, and results of pre-employment examinations when required.
7. The interview committee for executive municipal officials shall be the Mayor, City Manager, one (1) member of the Council, and other members as appointed by the Council.

4.4 Non-Discrimination

1. The City is an equal opportunity employer.
 - a. The City does not discriminate on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, pregnancy, political affiliation, physical or mental handicap, or any other legally protected status; and
 - b. The City does not grant special favors to any employee or group of employees.
2. Exceptions to this section (4.4) shall be based solely on the basis of bona-fide occupational qualifications.

4.5 Basis for Final Selection.

1. Approval of the final selection for a position will be made by The City Manager.
2. Approval of the final selection for executive municipal officials as defined in section 3.1(c) of these rules will be made by the City Council upon recommendation of the City Manager, after consultation with the interview committee member(s), and will be based upon the following:

1. Qualification on skills and/or proficiency tests;
2. Education, backgrounds and experience;
3. Personal interview; and
4. Physical examination when required by the job description.
5. Other job-related selection criteria.

- 4.6 Compensation.** The candidate's compensation shall be consistent with any adopted job classification or pay plan and City's budget. Approval of the candidate's compensation will be made by the City Manager.

Compensation for executive municipal officials will be made by the City Council upon recommendation of the Mayor.

- 4.7 Ineligibility.** Applicants will be considered ineligible for employment by the City for any of the following reasons:

1. Proof of fraud or intentional false statements in an application;
2. Failure to complete the testing requirements; or
3. Failure to appear for processing or for work after notice of appointment.

4.8 Employment of Relatives/Family Members (Nepotism)

1. Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the City will hire or permit the transfer or promotion of relatives of current employees only if (1) candidates for employment, transfer or promotion will not be working directly for or supervising a relative; and (2) candidates for employment, transfer or promotion will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative.
2. For purposes of this policy a "family member" is defined as one of the following: spouse or significant other, parent/stepparent, child/step child, grandparent, grandchild, sibling/sibling-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother son, daughter).

SECTION 5: EMPLOYMENT CATEGORIES AND PROBATIONARY PERIODS

- 5.1** Employees shall be assigned under the following categories for the purpose of this section:

1. **Probationary.** A probationary employee is one who, for a given period of time, is being observed and evaluated to determine whether the employee is qualified for regular employment with the City of Rio Communities. Probationary employees include all newly hired employees and/or employees promoted, transferred and/or reassigned to a new position. Probationary employees shall be subject to Section VI, herein below.
 2. **Regular Full-Time.** Regular full-time employees are employees who have successfully completed their probationary period and who work regularly in excess of thirty-five hours per week.
 3. **Regular Part-Time.** Regular part-time employees are employees who have completed their probationary period and who work less than thirty-five hours per week on a regular basis.
 4. **Temporary.** Temporary employees may be either full-time or part-time, depending on the nature of employment, but who are considered temporary employees if the work being performed has a specified duration, not to exceed six (6) consecutive months, such as employment during peak periods, summer and students under vocational education programs.
 6. **Limited-Term.** An employee whose employment term is for a continuous fixed period of time normally in excess of six (6) months and generally less than one (1) year and who works a basic work period. The employment term may only be extended upon the approval of the City Council. The term may be measured by the completion of a specific activity or funding, not necessarily by an ending date. Limited-term employees are not regular employees and do not have recourse to grievance procedures but may participate in employee benefit plans otherwise afforded regular employees. Limited-term positions must be reviewed annually in the budget process to determine future status.
 7. **Casual.** A casual employee is an employee paid by the hour that may be called on short notice, on an emergency basis or on an occasional or irregular basis. A casual employee is terminable at will, is not entitled to grieve personnel actions, does not receive benefits and does not accrue leave.
- 5.2 Probationary Period Purpose.** The purpose of the probationary period is to give supervisors time to assess whether the employee's skill, performance, reliability, and attitude fit the requirements for the position.

5.3 Probationary Period Considerations AND Procedures

1. The probationary period for all City employees shall begin on the date of employment and shall continue for 6 months with the exception of first responders (EMS, Fire, Law enforcement), whose probationary period shall continue for 12 months.
2. A non-executive probationary employee is an **at-will** employee and therefore may be terminated at any time during the probationary period by the City Manager with or without cause or notice. Council approval is not required to terminate a probationary employee.
 - 2.1 Probationary executive municipal officials are **at-will** employees and therefore may be terminated at any time during the probationary period by the Council upon recommendation by the Mayor or City Manager with or without cause.
3. A probationary employee who is dismissed during the probationary period is not eligible to utilize the City's appeal procedures.
4. All probationary and non-probationary employees will be eligible for fringe benefits such as retirement and health insurance. Sick leave shall accrue from date of employment.
5. The Department Head shall complete at least two (2) performance reviews for a probationary employee prior to the end of the probationary period. The completed performance reviews shall be submitted to the City Manager for review and approval.
6. In cases where the probationary employee's performance is marginal, neither clearly unsatisfactory nor clearly satisfactory, the probationary period may be extended for a period of up to one (1) year in three (3) month increments to allow further evaluation of the employee performance. If the probationary period is extended, the Department Head shall also place the probationary employee on a performance improvement plan (PIP) that is approved as to form by the City Manager. The probationary period will only be extended in exceptional circumstances. Generally, a probationary employee whose performance is still marginal by their second evaluation will be terminated.
7. Any time a decision is made to terminate a probationary employee; a notice of discharge shall be given in writing.

8. Nothing herein shall prevent the City Manager from terminating any non-executive probationary employee or AT WILL employee at any time in the City Manager's discretion.

5.4 Promotional Probationary Period

1. An employee promoted to a higher-level position or laterally transferred shall serve a six (6) month probationary period from the initial promotion or transfer date.
2. This probationary period shall be an integral part of the evaluation of the employee's performance in the new position. At the end of the probationary period, the employee shall be removed from probation unless certification is made by the Department Head to the City Manager that the employee's performance is unacceptable. An employee on probation who is unable to perform satisfactorily in the new position may be dismissed from employment with the City.

- 5.5 Performance Reassignment Probationary Period.** An employee reassigned to an alternative position due to an inability to satisfactorily or fully perform the duties of a position to which the employee was hired, promoted, or transferred shall serve a one (1) year probationary period from the reassignment date.

SECTION 6: JOB CLASSIFICATION AND PAY PLAN

- 6.1 Job Classification Purpose.** All positions shall be grouped into classes and each class shall include those positions sufficiently similar in character, difficulty, and responsibility considering:

1. The similarity of the worked performed.
2. Comparable level of education, experience, knowledge, ability, and other qualifications may be required of incumbents.
3. Comparable tests of fitness may be required of incumbents.
4. The same general range of compensation will apply with equity under substantially the same employment conditions.

- 6.2 Job Descriptions.** The Municipal Clerk or designee shall maintain and publish a complete set of descriptions for all job classes. Such descriptions shall include title, typical duties and/or task statements, minimum qualifications, essential functions of the job, and working conditions. Such descriptions shall be reviewed regularly, but not less than once every four (4) years to maintain their accuracy. The establishment of new or revised

classes, or the abolishment of existing classes, shall be recommended by the City Manager to the Mayor, for approval by the City Council.

- 6.3 Position Classification Studies.** The City Manager shall undertake position-classification studies of individual positions whenever the City Manager deems it necessary, or whenever requested by the Mayor, or the City Council.
- 6.4 Pay Plan Purpose.** The City is working toward establishing a Pay Plan that will include the basic salary schedule adopted by the City Council, together with the assignment of job classes to ranges or rates in the plan as approved by the City Council.
- 6.5 Pay Plan Provisions.** Once established, the Pay Plan is intended to provide equitable compensation for all job classes in relation to the pay for other job classes, general rates of pay for similar employment, the financial condition of the City, and other factors. To this end, the City Manager shall regularly, but not less than biannually make comparative studies of all the factors affecting the level of pay and recommend such changes to the plan as may be justified. Such adjustments shall be made by increasing or decreasing the pay ranges provided in the basic pay schedule as approved by the City Council.
- 6.6 Pay Ranges.** Pay ranges are intended to furnish administrative flexibility in recognizing job content differences among positions allocated to the same class, in providing employee incentive for growth and improved performance, and in rewarding employees for meritorious service.

SECTION 7: PERFORMANCE EVALUATION

- 7.1 Purpose.** The purpose of the performance evaluation is to establish a program of performance appraisal that will encourage objective, systematic review and analysis of each City employee's performance.
- 7.2 Basic Policy.** It shall be the responsibility of the Department Head to conduct performance evaluations. The City Manager will ensure that the performance of each employee is reviewed by the employee's Department Head at the end of each fiscal year. This evaluation shall become part of the employee's permanent personnel record.
- 7.3 Performance Evaluation Procedures**
 - 1. It shall be the responsibility of the City Manager or designee to see that the performance evaluation program is operated as required by this chapter.
 - 2. Department Heads shall conduct a performance evaluation of each employee as provided in this chapter. A complete performance evaluation form will be sent to the City Manager by each Department Head each year.

3. Employees have the right to review their performance evaluation and review the contents of their personnel folder at any time. Employees must sign and may attach comments to the completed performance evaluation. Such signature shall not signify concurrence by the employee as to the contents of the evaluation, but only notice that the employee has read and been made aware of the evaluation's contents. If an employee refuses to sign the completed evaluation, the supervisor shall obtain a management witness to certify the employee has read and been made aware of the evaluation's contents.
4. All performance evaluations shall be confidential, and the contents shall not be disclosed, except within the employee's chain of command including the City Manager, or prospective supervisor and Department Head, in cases of internal transfers or as provided for under law, without the written consent of the employee.
5. Citizen's complaints should not be part of the employee's personnel record unless, after investigation, they have been determined to be founded on fact by the City Manager or Mayor or following a disciplinary hearing.

SECTION 8: CONDITIONS OF EMPLOYMENT

8.1 Hours of Work

1. Regular full-time employees are expected to work their assigned hours per week. Work hours may fluctuate at the discretion of Department Heads with advance approval from the City Manager.
2. Lunch breaks are normally one (1) hour, except for those departments with established thirty (30) minute lunch breaks. Such mealtime shall be unpaid time unless the employee is required or permitted to work during such mealtime. An employee may only work during mealtime with advance approval from the City Manager.
3. Employees will be provided one paid fifteen (15) minute break during each four (4) hour period worked. Any other allowances for break times must be requested in writing from the employee and have prior written approval of the Department Head.
 - a. The Department Head will schedule the employees' breaks in such a way as to fulfill the operational needs of the City.
 - b. Breaks may not be accumulated or used in connection with meal periods or taken at the end or beginning of a workday.

- 8.2 Attendance and Absenteeism.** Employees will be expected to report for work promptly and be in attendance as scheduled. Absence for any reason should be reported to the supervisor or Department Head one (1) hour before the time the employee is to report to work or as soon as practical. Unauthorized absence from work for three (3) consecutive work shifts will be considered abandonment of the job and automatic termination will result. Employees will be paid for time actually worked unless absences fall under leave provisions.
- 8.3 Dress and Personal Appearance.** It is important that City employees present the best possible image to the public. Employees should be as neatly dressed as work assignments allow.
- 8.4 Pay Periods.** Each pay period shall be bi-weekly. Under unusual circumstances checks may be issued early, but only upon the request of the Department Head and with the concurrence of the City Manager and Finance Officer/Treasurer.
- 8.5 Time Tracking.** All employees are entered in the ESS (employee self service). Employees will enter their time and submit it to the supervisor who will approve or deny the time. Supervisor-approved time will be submitted to the City Manager for final review and approval.
- 8.6 Payroll Deductions.** Deductions from an employee's check are mandatory for federal income tax withholding, Social Security and Medicare taxes (known as FICA taxes), state income tax withholding, any applicable local tax and P.E.R.A. withholding. Employees may choose to have deducted from each check their contribution for health insurance or other benefits available to employees.
- 8.7 Final Pay Check.** Employees who resign shall receive a final paycheck, if due, on the first regularly scheduled payday following the effective date of the employee's resignation. An employee who is dismissed shall receive a final paycheck, if due, by 5:00 pm on the fifth day following dismissal. Day one begins the day of dismissal and includes weekends and holidays. In the case of death, final compensation shall be paid to the employee's named beneficiary or, if unnamed, the employee's estate.
- 8.8 Transfers**
1. No supervisor or Department Head can deny a City employee who is not the subject of disciplinary action (pending or imposed), permission to apply for a job vacancy in any other City position or department for which the employee is qualified.
 2. Transfers must be approved by the City Manager and will only be considered upon the approval of the receiving Department Head. Should an employee request a transfer, the employee's salary may be reduced, if necessary, to conform to the

pay range appropriate to the new position. Any transfer which results in an overall increase in salary and wage expenditure must be approved by the City Council. The employee shall be advised of any changes in pay that will occur as a result of the transfer.

8.9 Resignations. A City employee who wishes to resign in good standing must submit a letter to his immediate supervisor at least fourteen calendar days before leaving. All City equipment and property is to be turned in to the department upon termination. If this is not done, the employee will be financially responsible for the value of the unreturned items.

8.10 Reductions in Force

1. It may, at any given time, be necessary and appropriate for the City to reduce the number of its employees or abolish some positions because of economic conditions, reorganization, and/or lack of work.
2. When a position is to be discontinued or abolished, the Mayor shall submit to the City Council for approval a written proposal containing a recommendation for the order of layoff based on:
 - a. A determination whether the employee whose position is being eliminated is qualified to perform one or more other jobs with the City; and
 - b. If the immediate supervisor of the position determines this employee is qualified to perform one or more alternate jobs, the application of the rules used to determine reductions in force.
3. When the City wishes to reduce the number of employees without abolishing a position, the Mayor shall submit to the City Council for approval a written proposal containing recommendations for the order of layoff. In determining the order of layoff, the following rules shall apply:
 - a. Temporary and/or probationary employees will be laid off first from positions for which a regular employee, subject to reduction in force, is at least as equally qualified;
 - b. Reduction of regular employees will be determined by department, based on ability to perform work, job performance, and seniority;
 - c. Regular employees to be terminated as a result of a reduction in force shall be provided written notice at least two calendar weeks in advance of the effective date of the termination or shall be granted equivalent severance pay; and

- d. A regular employee terminated as a result of a reduction in force or the elimination of a position shall receive preference in hiring for any position for which they are at least as equally qualified over external employment candidates.
 - i. Terminated regular employees seeking reemployment must follow the established hiring procedures of the City.
 - ii. This privilege ends after six (6) months of after the employee declines an offer of employment from the City, whichever comes first.
 - iii. A regular employee rehired or reinstated within one (1) year of termination as a result of a reduction in force shall be entitled to service credit accrued prior to termination.

8.11 Outside Employment. All City employees who wish to engage in outside employment are required to complete a request for permission to engage in outside employment and have it approved by the City Manager before such employment will be authorized. It shall be the responsibility of the employee's Department Head to assure compliance with this rule.

SECTION 9: LEAVE

9.1 Vacation

1. All regular and probationary employees earn and are eligible to use paid vacation from the date of hire as follows:
 - a. Four (4) hours per pay period are accumulated for employees who have served less than five years in the City.
 - b. Five (5) hours per pay period are accumulated for employees who have served more than five (5) years in the City.
 - c. Six (6) hours per pay period are accumulated for employees who have served more than ten (10) years in the City.
 - d. Two (2) hours per pay period are accumulated for part-time regular employees who have served less than five years in the City.
 - e. Two and a half (2.5) hours per pay period are accumulated for part-time regular employees who have served more than five (5) years in the City.

- f. Three (3) hours per pay period are accumulated for part-time regular employees who have served more than ten (10) years in the City.
- 2. Employees may use accrued vacation leave in hourly increments. Every effort will be made to grant an employee vacation at the time requested. However, vacations cannot interfere with the City's essential operations and therefore must be approved by the Department Head and City Manager in advance. The City Manager's request for vacation time is approved by the Mayor.
- 3. City employees may carry a balance of not more than 320 hours of vacation per calendar year. Excess hours will be forfeited at the beginning of the calendar year. The purpose of this provision is to encourage employees to take time off and to avoid imposing a significant liability on the City to pay out unused vacation leave when an employee separates from employment. Paid holidays which occur during vacation time are not counted as vacation leave. City employees who separate from employment will be paid for unused vacation time subject to the 240-hour accrual limit
- 4. Probationary employees shall be paid for accrued vacation time upon separation from employment.

9.2 Holidays

- 1. The holiday schedule shall be designated by resolution of the City Council each year.
- 2. Regular full- and part-time, employees shall be paid for the holiday at their regular rate of pay. Temporary, casual, and limited term employees are not entitled to holiday pay.
- 3. Employees required to work an approved City holiday shall be paid two and one-half (2.5) times their regular rate of pay for the holiday hours actually worked, not to exceed twelve (12) hours.
- 4. When a holiday falls during an employee's use of annual leave, the day shall be counted as a holiday and not annual leave.
- 5. If a paid holiday falls on the employee's regular day off, the employee may float the paid holiday.

9.3 Personal Leave Day. Regular employees are entitled to one (1) personal leave day each calendar year. The personal leave day will be consistent with the employee's normal workday. Such leave must be requested and approved in advance. The personal leave day must be taken during consecutive hours. The personal leave day must be taken by December 31, or it will be lost. Employees who do not take the personal leave day shall not be paid for it upon separation from City employment.

9.4 Sick Leave

1. Sick leave benefits are accrued at the rate of four (4) hours per pay period. Part-time employees accrue sick leave at the rate of two (2) hours per pay period. Unused sick leave shall be accumulated from year-to-year capping at 320 hours. Employees on probationary status shall be credited with sick leave for each pay period worked.
2. Sick leave should only be used as needed, and abuses of sick leave will be grounds for disciplinary action. If an employee has used all accrued sick leave, the employee may choose to use accrued vacation as sick leave with approval of the City Manager.
3. Employees using sick leave shall notify their supervisor before the start of their scheduled work shift. Sick leave of more than three days duration may require certification by a licensed health care provider as to the nature of the illness be submitted to the City Manager. Persons on sick leave for more than five (5) consecutive work days may be required to have a physical examination but shall be required to be certified fit to return to work by a licensed health care provider. Physical examinations required by the City will be paid for by the City.
4. An employee may use accrued sick leave to care for members of the employee's immediate family (employee's spouse or ex-spouse, live-in partner, children, stepchildren, parents, step- parents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, first cousins, nieces, nephews, and the like relations of the employee's spouse. This definition shall cover any person so related to the employee by birth, adoption, or marriage). A licensed health care provider's certification may be required stating the family member's condition before sick leave is granted.
5. Regular, probationary, temporary, and limited-term employees shall not be paid for accrued sick leave time upon separation from employment with one exception.

9.5 Donated Leave

1. There are occurrences brought about by medical conditions that cause employees to exhaust leave and therefore be placed on leave without pay. It is recognized

that employees forced to go on leave without pay could be without income at a most critical point in their life. Employees who want to assist their fellow workers by donating leave can do so through this provision of the policy manual.

2. For the purpose of this section, “medical conditions” shall be interpreted to include a serious illness or injury which is monumental, unusual, immediate in nature and which is expected to preclude the employees from returning to work for an extended period of time. This shall involve but is not limited to:
 - a. Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility;
 - b. A period of incapacity requiring absence of more than three calendar days from work that involves continuing treatment by (or under the supervision of) a licensed health care provider;
 - c. Any period of incapacity due to pregnancy, or for prenatal care;
 - d. Any period of incapacity or treatment due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.);
 - e. A period of incapacity that is permanent or long-term due to a condition for which treatment may be effective (e.g., Alzheimer’s, stroke, terminal disease, etc.); or
 - f. Any absence to receive multiple treatments (including any period of recovery) by, or referral by, a licensed health care provider (e.g., chemotherapy, physical therapy, dialysis, etc.).
3. General Guidelines. The following guidelines apply to the City’s Donated Leave policy:
 - a. Leave may be donated from vacation or sick leave.
 - b. An employee cannot donate from either the vacation or sick leave if the donating employee’s balance will fall below 40 hours.
 - c. Leave donated will be added to the recipient’s sick leave balance limiting its use for a medical condition only.
 - d. The minimum donation allowable is four (4) hours.

- e. Leave shall be donated on a one-to-one personal basis. Establishment of a leave “pool/bank” is expressly prohibited.
 - f. The donation and receipt of leave shall be completely voluntary, and anyone who interferes with an employee’s right to choose whether to donate or receive leave shall be subject to disciplinary action.
 - g. Individual leave records are confidential and only involved individuals may reveal their donation or receipt of leave.
 - h. The employee donating leave cannot receive compensation for the leave donated.
 - i. Any additional unused donated leave will be returned to the donor(s) and credited to the leave account from which it was donated.
 - j. If a recipient of donated leave separates from the City of Rio Communities employment, the donated leave remaining in the recipients account shall be returned to the donors’ accounts.
 - k. Donated leave shall be paid to the recipient at the rate of pay of the recipient.
4. Recipient Requirements. The following requirements apply to the recipient of donated leave:
- a. When requesting donated leave, the employee or the immediate supervisor must complete in writing and forward the request for donated leave including the physician certification to the City Manager. All medical information is confidential. When disclosing information about an applicant the City will state only that the requesting individual or the individual’s family member has a “medical condition”.
 - b. An employee must exhaust all types of leave before any donated leave will be used.
 - c. While using donated leave, the employee continues to earn vacation and sick leave. This earned vacation and sick leave should be used each month prior to any donated leave.

9.6 Family and Medical Leave of Absence. The purpose of Family Medical Leave is to balance the demands of the work place with the needs of families to promote the stability and economic security of families.

1. Employee Eligibility
 - a. Regular employees who have been employed with the City of Rio Communities for at least 12 months and who have worked at least 1250 hours (half-time) during the previous 12-month period are entitled to a total of 12 workweeks of leave, paid or unpaid, during any rolling 12-month period for one or more specified conditions which are covered under this Act.
 - b. For the purpose of this policy, the 12-month period is defined as a 12 months period beginning with January 1 of each year.
2. Qualifying Conditions
 - a. Birth of a child and care for the child after birth, provided the leave is taken within a 12-month period following birth,
 - b. Care for a child placed with the employee for adoption or foster care, provided the leave is taken within a 12-month period following adoption.
 - c. Care for the employee's child, spouse, or parent, where that child, spouse, or parent has a serious health condition.
 - d. A serious health condition that makes the employee unable to perform the essential functions of the employee's position.
3. FMLA Leave Options
 - a. Eligible employees are entitled to 12 weeks of unpaid leave within a twelve-month period.
 - b. Eligible employees are required to use paid leave in the form of vacation, sick, compensatory, or donated leave before becoming eligible for unpaid leave.
 - c. Eligible employees may choose to use the FMLA Leave on an intermittent basis or on a reduced work schedule.
4. Definitions
 - a. Parent - a biological or adoptive parent or an individual who stood *in loco parentis* (a person who is in the position or place of a parent) to an employee when the employee was a child. If an employee requests FMLA

to care for an individual who stood *in loco parentis*, the employee must provide documentation verifying the relationship. If legal records are not available, the employee has the burden of proof and must submit written documentation explaining the relationship covering periods of residence, facts and circumstances. Someone who was in a position to know of the relationship must verify this documentation through signature and notary.

- b. Child - a son or daughter who is under 18 years of age or is 18 years of age or older and incapable of self-care because of a mental or physical disability. Child would include: (a) biological, (b) adopted, (c) foster, (d) step-child, (e) legal ward, and (f) child of an employee standing *in loco parentis* as defined above.
- c. Spouse - a husband or wife recognized by the State of New Mexico.
- d. Serious Health Condition - (a) an illness, injury, impairment, and/or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or that involves continuing treatment by a health care provider; (b) any period of incapacity requiring absence from work of more than three (3) calendar workdays that also involves continuing treatment by a health care provider; or (c) continuing treatment by a health care provider for conditions so serious that, if not treated would likely result in an absence of more than three (3) calendar workdays. Prenatal care is also included. The period of actual physical disability associated with childbirth is considered a serious health condition and may be subject to family/medical leave regulations, whether as paid or unpaid leave.
- e. Intermittent Leave or Reduced Work Schedule- an intermittent work schedule is a schedule in which an employee works on an irregular basis and is taking leave in separate blocks of time, rather than for one continuous period of time. The leave period may not exceed the total of the allowed 12-week period.

5. Administration of Family Medical Leave

- a. An employee desiring to use Family Medical Leave needs to contact the City Manager or designee prior to the requested leave period whenever possible.
- b. Requests for FMLA Leave must be supported by reasonable proof.
- c. If an employee is unable to initiate the contact with the City Manager or designee for Family Medical Leave, the Department Head is responsible for

contacting the City Manager or designee to investigate the designation of the leave period as FMLA Leave. The designation must be made on the Family Medical Leave Request Form and must be completed prior to the extension of FMLA Leave.

- d. If an employee on paid leave has not provided sufficient information to determine whether it is designated as FMLA Leave the Department Head shall, after a period of 10 workdays, request that the employee provide sufficient information to establish a FMLA-qualifying reason for the needed leave. This does not preclude the department from requesting the information sooner or at any time an extension is requested.
- e. Employees designated on FMLA Leave have the following options for charging leave:
 - i. For the birth of a child, the employee must exhaust available, vacation, sick, and/or donated leave, or any portion, prior to going on leave without pay.
 - ii. For the adoption or foster care of a child, the employee must exhaust available, vacation, sick, and/or donated leave, or any portion, prior to going on leave without pay;
 - iii. For the illness of an employee's child, spouse, or parents, the employee must exhaust available compensatory, vacation, sick, and/or donated leave, or any portion, prior to going on leave without pay;
 - iv. For the employee's illness, the employee shall exhaust available sick leave and must exhaust available compensatory, vacation leave, and/or donated leave, or any portion, before going on leave without pay.
 - v. Employees desiring to work a reduced or intermittent work schedule under FMLA Leave will need to contact the City Manager or designee for further instructions. Employees approved for one of these options will experience a reduction in monthly earning amount.
 - vi. For all employees, unpaid FMLA leave will run concurrently with any paid vacation or sick time.

6. **Notice to Employer.** It is the responsibility of the employee to explain the reasons for the FMLA Leave in sufficient detail to allow the City to determine that the leave qualifies under the FMLA. If the employee fails to adequately explain or document the FMLA-qualifying reasons for the leave after a request by the City, leave may be denied. Where the necessity for FMLA Leave for the birth or placement of a child is foreseeable, the employee shall give the City at least 30 days' advance notice (before the date the leave is to begin) of the employee's intention to take such leave. In other cases, the employee shall provide such notice as soon as practical. As soon as practical means at least verbal notification to the City within one or two business days of when the need for leave becomes known to the employee. An employee shall at least provide verbal notice to the City of the need for FMLA Leave and the anticipated timing and duration of the leave. The City may also require an employee to comply with the City's usual and customary notice and procedural requirements for requesting leave. If the employee fails to give timely advance notice when the need for FMLA Leave is foreseeable, the City may delay the taking of FMLA Leave until 30 days after the date the employee requested the need for the FMLA Leave. In some circumstances, employees may need to make the request for FMLA Leave after the fact. If this occurs, employees have two business days upon returning to work to provide the appropriate information in order to be entitled to the protections of FMLA.
7. **Notice to Employee.** Once the City has received a request for a FMLA required reason, the City shall promptly (generally within two business days, absent extenuating circumstances) notify the employee that the leave is designated and will be counted as FMLA Leave. The City may give such notice in writing.
8. **Medical Certification.** Any request for FMLA Leave for a serious health condition shall be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, and a parent of the employee or an individual who has acted *in loco parentis* to an employee as appropriate. Such medical certification should be attached to the employee's request for FMLA Leave, or in the case of unforeseen leave, generally within two business days after the leave commences. In the case of foreseeable leave, the City may delay the taking of FMLA Leave to an employee who fails to provide timely certification after being requested by the City to furnish such certification (within 15 calendar days, if practicable), until the required certification is provided. In the case of unforeseeable leave, if the employee does not provide the medical certification within a reasonable time, the City may delay the continuation of FMLA Leave. If the employee never produces the required medical certification, or if the certification does not confirm the existence of a serious health condition as defined under FMLA, then the leave is not FMLA Leave. In any case in which the City has reason to question the appropriateness of the leave or its duration the City may request certification at some later date. If

the City has reason to doubt the validity of the certification provided the City, the City may require at its expense, that the eligible employee obtain the opinion of a second (or third) health care provider.

9. Confidentiality. All records and documents relating to medical certifications, re-certification or medical histories of an employee's family members, shall be maintained in a separate medical file from the employee's personnel file, and shall be treated as confidential medical records.
10. Restoration to Work
 - a. Any eligible employee who takes approved FMLA Leave shall be entitled, upon return from such leave:
 - i. To be restored by the City to the same position of employment held by the employee when the leave commenced; or
 - ii. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and condition of employment.
 - b. If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition, the employee has no right to restoration to another position under the FMLA. However, the City will review such situations on a case-by-case basis under the ADA.

9.7 Group Health Plan Coverage

- a. The City shall maintain coverage for the employee under the City's group health plan for the duration of the 12-week FMLA Leave period at the level and under the conditions coverage would have been provided if the employee had continued employment.
- b. Any share of health plan premiums paid by the employee prior to leave must continue to be paid by the employee during the leave period.
- c. The City must give advance written notice to employees of the terms for payment of premiums during FMLA Leave.

- d. The City's obligation to maintain dependent health insurance coverage stops if an employee's premium payment is more than 30 days late. The City must provide the employee with at least 15 days' notice that coverage will cease.
- e. If an employee's failure to make the premium payments leads to a lapse in coverage, the City must still restore the employee, upon return to work, to the health coverage equivalent that employee would have had if leave had not been taken and premium payments had not been missed without any waiting period or preexisting conditions.
- f. The City may recover the premiums if the employee fails to return for a reason other than the continuation, recurrence, or onset of a serious health condition of the employee or the employee's immediate family member, or other circumstances beyond the employee's control.

9.8 Other Benefits

- a. Maintenance of health insurance policies that are not a part of the City's group health plan (where no contributions are made by the City) is the sole responsibility of the employee.
- b. Taking FMLA Leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

9.9 No Retaliation. The City shall not interfere with an eligible employee's rights under the FMLA, shall not discharge or otherwise discriminate against employees who exercise such rights, and shall not retaliate against employees who file, initiate, or otherwise assist in charges or investigation against the City.

9.10 Rights and Obligation of Employees. When an employee provides notice of the need for FMLA Leave, the City shall provide the employee with a Notice (within two business days, if feasible) detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these obligations.

9.11 Leave Without Pay. The City Manager may grant a regular employee leave without pay for a period not to exceed one year. Leave without pay may be granted only when it is in the best interest of the City, and only following consideration of the employee's performance and disciplinary history, and the potential disruption of City operations.

- 1. For leave without pay a written request indicating the reason for the leave, duration, and dates of departure and return, must be approved by the City Manager before leave is taken.

2. Employees on leave without pay shall not accrue annual or sick leave for those hours on leave without pay, nor be paid for observed holidays.
3. During an employee's approved leave without pay, the position may be filled by temporary appointment, a temporary promotion, limited term employee or detail to another employee. At the expiration of a leave without pay, the employee has the right to and shall be reinstated in the position the employee vacated if the position still exists; or, if not, to any other vacant position of like seniority, status and pay. If no vacancy exists, the employee will be offered the first available position for which the employee qualifies. If no position is found within a period of one-hundred twenty (120) days, the employee will be terminated.

9.12 Bereavement Leave. In the event of a death in the employee's immediate family, (employee's spouse or ex-spouse, live-in partner, children, stepchildren, parents, step-parents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, first cousins, nieces, nephews, and the like relations of the employee's spouse. This definition shall cover any person so related to the employee by birth, adoption, or marriage) the employee will be permitted three (3) days leave with pay per occurrence not chargeable under any benefits. After three (3) days, bereavement leave will be charged against the employee's sick leave. An employee must notify the employee's Department Head before taking such leave.

9.13 Military Leave. Leave with pay will be granted for a period of two weeks per year to permanent full-time employees and permanent reserve part time employees enrolled in the National Guard or military reserve units to attend training camp or exercises. In cases where such leave is granted, the employee must furnish proof of duty orders before leave being granted.

Unpaid Military Leave. Regular employees who are members of the Armed Forces, the Army National Guard, the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty are entitled to re-employment after up to five years of service. PERA contributions may not be withdrawn when an employee begins military leave without pay. Upon re-employment, such employees shall receive any necessary pay adjustment such as provided to other employees during the period of active duty.

1. Employees must apply for re-employment within fourteen days of the date of release from active duty where the active service was from 31 to 181 days.
2. Employees must apply for re-employment within ninety days of the date of release from active duty where the active service was more than 181 days.

3. For service of 90 days or less, the employee is entitled to the position the employee would have been employed in if continuous employment had not been interrupted or the position in which the employee would have been employed on the date of the commencement of service.
4. For service of more than 90 days, the employee is entitled to the position in which the employee would have been employed if the continuous employment had not been interrupted or the position of employment in which the employee was employed at the date of commencement of service, or a position of like seniority, status and pay.

9.14 Jury Duty. Employees will be granted court leave for the purpose of serving as a juror or witness in any court. Court leave with pay will be authorized only during those days which would otherwise have been an employee's regular scheduled working days.

9.15 Voting Leave

1. The City encourages employees to register and vote in every election where they are eligible to vote. On election day, employees shall be allowed up to two (2) hours administrative leave with pay to vote

9.16 Domestic Abuse or Sexual Violence Leave (DASV)

1. In accordance with New Mexico law, the City will grant up to 14 days of DASV unpaid leave in any calendar year to an employee who is a victim of domestic abuse or sexual violence, or who has a family or household member who has been a victim. Alternatively, the employee must use accrued leave. When possible, the employee should provide the City with at least 48-hours advance notice of DASV leave.
2. Verification of the need for DASV leave may be requested. This verification may be a police report, court record, doctor's certification, copy of order of protection, or a written statement from an attorney.

9.17 Nursing Mother's Leave

1. To foster the ability of a nursing mother who is an employee to use a breast pump in the workplace, the City will provide a space for using the breast pump that is (1) clean and private; (2) near the employee's workspace; and (3) not a bathroom. The City will also provide the employee flexible break times.
2. The City is not responsible for storage or refrigeration of breast milk. The City is also not responsible for compensating a nursing mother for break times that are

in addition to established employee breaks or paying overtime while a nursing mother is using a breast pump.

SECTION 10: OVERTIME AND COMP TIME

- A. A non-exempt employee shall not work more than the regularly assigned workweek without the City Managers prior approval. Non-exempt employees who work in excess of the normal 40-hour workweek shall be compensated at the rate of 1½ times the employee's regular base rate of pay for each hour of overtime worked. Overtime work will be compensated in 15-minute increments. Rates consistent with the fair labor standard act (FLSA) (29 USC 201, *et seq*)
- B. Working overtime without prior approval is just cause for disciplinary action, up to and including termination.
- C. Payment for overtime may be in the form of cash ("overtime pay") or compensatory time ("comp time"). In times of budgetary constraint, the City of Rio Communities, at its sole discretion, may elect to pay employees overtime in the form that best suits the City.
- D. An employee is not entitled to overtime pay or comp time unless that employee has actually *worked* more than 40 hours in a given workweek. The time an employee takes off from work for a holiday, vacation, personal leave, or an illness is not considered hours worked for purposes of calculating overtime, even if the employee is paid for that time with accrued leave or accrued comp time.
- E. All City employees, including commissioned police officers, eligible for overtime compensation may accrue a maximum balance of 120 hours of comp time. If an employee has reached the accrual limit for comp time set forth in this paragraph, any additional overtime worked by the employee shall be paid out in the form of cash.
- F. The City strongly encourages all employees to use their accrued comp time within 6 months of earning it. Employees may use comp time at any time with the prior approval of the eligible employee's supervisor unless the granting of such time would unduly disrupt the effective functioning of the employee's department. Mere inconvenience is an insufficient basis for denial of a request to use accrued compensatory time.
- G. The City may, at any time, elect to pay out some or all of an employee's accumulated compensatory time. Such payment must be made at the regular

hourly rate of pay received by the employee at the time of payment. It is within the City's sole discretion whether to pay out some or all accrued comp time.

- H. Upon an employee's retirement, resignation or termination, the City of Rio Communities shall pay the employee for the balance of the employee's accrued but unused comp time at a rate not less than the employee's final hourly pay rate or the employee's average hourly rate over the last three (3) years of employment, whichever is greater. In instances where the employee has less than three (3) years of employment with the City of Rio Communities, the average pay rate for the entire period of employment shall be used instead.
- I. Supervisors shall monitor overtime worked and compensatory time accrued and shall encourage the use of compensatory time as the opportunity arises, in order to minimize the City of Rio Communities' overtime pay liability. The supervisors' monitoring of overtime and encouraging the use of comp time will be considered as part of the supervisors' performance evaluation.

SECTION 11: POLITICAL ACTIVITY

City employees shall not, during working hours, publicly support or endorse any person running for political office. City employees should not be harassed for political support by any political candidate, Department Head or Elected Official. An employee cannot be fired or penalized for failure to support a particular candidate. This is to ensure the protection of the employee from any unnecessary interference with the employee's job. The employee's job does not depend upon political beliefs, but upon the employee's job skills and performance.

SECTION 12: GRATUITIES – SOLICITATION

- 12.1 Gratuities.** City employees shall be prohibited from accepting gifts or other considerations from vendors where the value of such gifts or considerations is in excess of twenty-five dollars (\$25.00). Any attempt to influence an employee's performance of the employee's duties by a vendor or other persons should be reported to the City Manager.
- 12.2 Solicitations.** No solicitation by employees or others will be allowed in a City-owned building or on City property. All legitimate proposals should be directed to the Department Heads or persons responsible for purchasing. Salesmen should not consult directly with employees without permission of the employee's supervisor. Limited exceptions may be authorized by the City Manager for charitable solicitations.

SECTION 13: RULES OF EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

13.1 Rules of Employee Conduct. Reasonable rules of employee conduct are necessary for the orderly and effective operation of the City. Some of the more obvious examples of unacceptable conduct are listed below. This list is not all inclusive and is not intended to refer to all possible policy infractions. Employees should contact the City Manager or designee with any questions regarding the City's rules of employee conduct.

1. Violation of the City personnel ordinance, policies, or rules.
2. Incompetence, inefficiency, or inadequate performance of an employee's duties.
3. Insubordination or uncooperative behavior.
4. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval from the Department Head; stopping work before the time specified for such purpose.
5. Failure to report an absence or late arrival; excessive absence or tardiness.
6. Use of official position or authority for personal profit or advantage, including a violation of the Governmental Conduct Act, NMSA (1978), §10-16-1, *et seq.* (as amended), which sets forth the ethical principles of public service and prohibits certain official acts. A copy of the Act is available from the City Manager.
7. Violation of security or safety practices.
8. Commission of a felony or misdemeanor related to the position held by the employee or conviction of a crime involving moral turpitude.
9. Violence or threats of violence toward anyone while on duty, on City property, driving a City vehicle or equipment, representing the City, or wearing a City uniform. Fighting, horseplay or provoking a fight.
10. Obscene, abusive, or rude language or behavior toward any supervisor, employee, or member of the public; any disorderly or antagonistic conduct.
11. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.

12. Misappropriation or personal use of City funds, property, or resources; theft or fraud.
13. Intentionally or negligently causing damage to City tools, equipment, or other property;
14. Failure to immediately report damage to, or an accident involving City vehicles or equipment.
15. Violation of confidentiality or release of confidential information.
16. Deliberate falsification or omission of information on an employment application, resume, timecard/record, or other City documents.
17. Soliciting during work hours and/or on City premises; selling merchandise or collecting funds of any kind for whatever purpose without the City Manager's prior approval, or at a time or place that interferes with the work of another employee on City property or at a City worksite.
18. Conducting a lottery or gambling on City premises or while on duty.
19. Failure to maintain a neat, clean and professional appearance or wearing unsafe clothing to perform employee's specific job duties.
20. Other acts or omissions, on or off-duty, that may result in disciplinary action include those that:
 - a. Call into question the employee's ability to perform assigned duties or job functions;
 - b. Harm public respect for the City's employees or confidence in the operation of City services; or
 - c. Impair the operation or efficiency of any City function.

13.2 Just Cause for Disciplinary Action. Failure or refusal to meet the standards of employee conduct as provided in section 13.1 of these rules shall constitute just cause for disciplinary action. Regular full-time and regular part-time employees may be disciplined only for just cause.

13.2A Unlike regular employees, probationary employees, temporary employees, limited-term employees, and other at-will employees, including executive employees may be discharged without cause.

13.3 Progressive Discipline. Occasionally, disciplinary action is necessary to correct employee misconduct or performance that fails to meet expectations. The type of corrective or disciplinary action imposed will depend on the severity of the infraction and the employee's previous work record. Progressive discipline will normally be used; however, some infractions may be so serious that the first disciplinary action may require suspension without pay, demotion or even dismissal.

13.4 Documentation. In every situation involving any form of corrective or disciplinary action, documentation of such action shall be prepared. Any such documentation given to an employee should be signed by the employee to acknowledge receipt. If the employee refuses to sign the documentation, another employee should be called in to sign the form as a witness to the fact that the counseled or disciplined employee received the documentation but refused to sign it.

13.5 Types of Counseling and Discipline. The range of counseling and discipline is as follows:

1. **Verbal Counseling.** A Department Head or the City Manager may verbally counsel an employee for minor infractions and to inform the employee that behavior or conduct needs to change or improve. The supervisor should inform the employee that the supervisor is verbally counseling the employee. Verbal counseling is not grievable.
2. **Written Reprimand.** A Department Head or the City Manager may issue a written reprimand to an employee in circumstances where the infraction is perceived to be of a greater consequence than that for which a verbal counseling would be used or if the verbal counseling was ineffective.

Written reprimands shall be placed in the employee's personnel file after providing the employee with a copy of the written reprimand. The employee shall be asked to acknowledge having received the reprimand by signing it. If the employee refuses to sign, another supervisory level employee (by his signature) shall attest that the written reprimand was presented to the employee for his signature and the employee refused to sign. A written reprimand is not grievable.

- 3. Demotion.** The City Manager may demote an employee in those instances where the employee is unwilling or unable to perform the responsibilities of the position. The employee may be moved from one position to another position with a lower pay rate for which the employee qualifies. Demotion is not to be used as a substitute for dismissal from employment, when a dismissal is warranted. The employee is entitled to a hearing in accordance with sections 13.9--13.11 of these rules. The cause for such demotion shall be documented in writing and shall be submitted to the employee in writing, (See sections 13.10 and 13.11 of these rules).
- 4. Suspension without Pay** The City Manager may suspend an employee for cause and without pay for up to thirty (30) days. The employee is entitled to a hearing in accordance with sections 13.9--13.11 of this policy. The cause for such suspension shall be documented in writing and shall be submitted to the employee in writing, (See sections 13.10 and 13.11 of these rules).
- 5. Dismissal.**
- (a) The City Manager may dismiss an employee for cause. The cause for such dismissal shall be documented in writing and shall be submitted to the employee in writing, (See sections 13-10 and 13.11 of these rules).
 - (b) The employee is entitled to a hearing in accordance with sections 13.9--13.11 of these rules.
 - (c) An employee may represent himself or herself in the discipline process or may choose to be represented by another person.
 - (d) Probationary employees, temporary employees, limited-term employees and other at-will employees may be dismissed at any time without cause or for any lawful reason by the City Manager. These employees may not appeal a decision to dismiss them from employment pursuant to the City's appeal procedures.
 - (e) Appointed executive municipal officials may be dismissed at any time without cause or for any lawful reason by the City Council. These employees may not appeal a decision to dismiss them from employment pursuant to the City's appeal procedures.

13.6 DISCIPLINARY PROCEDURES

13.7 Verbal Counseling. The supervisor should inform the employee that the supervisor is verbally counseling the employee. Verbal counseling should:

- (A) remind the employee of pertinent policies and work rules;
- (B) provide examples of how the employee's behavior or performance has fallen short of expectations;
- (C) explain the impact of the employee's deficiencies on the City and coworkers;
- (D) describe the actions the employee needs to take to correct the problem; and inform the employee that failure to improve may result in more severe discipline.

Supervisors shall prepare a memorandum indicating that the employee has received a verbal counseling. Documentation of a verbal counseling shall be placed in the employee's personnel file. Verbal counseling is not subject to appeal.

13.8 Written Reprimand

1. A written reprimand should include the following information:
 - (A) the date(s) on which the unacceptable performance occurred and a brief description of the incident(s);
 - (B) a reference to the policy(ies), rule(s) or directive(s) that were violated;
 - (C) prior counseling or discipline, if any, imposed on employee during the employee's time with the City;
 - (D) a statement of the potential disciplinary consequences if performance does not improve; and
 - (E) the goals of improvement and a time frame, if applicable, to accomplish these goals.
2. Written reprimands shall be placed in the employee's personnel file after providing the employee with a copy of the written reprimand. The employee shall be asked to acknowledge having received the reprimand by signing it. If the employee refuses to sign, another supervisory level employee (by his signature) shall attest that the written reprimand was presented to the employee for his signature and the employee refused to sign. A written reprimand is not subject to appeal.

SECTIONS 13.9 THROUGH 13.11 APPLY TO THE DEMOTION, SUSPENSION, AND DISMISSAL OF REGULAR EMPLOYEES.

- 13.9 Notice of Intent to Discipline.** The City Manager or designee shall present the employee with a Notice of Intent to Discipline when suspension, demotion, or dismissal is contemplated. The Notice of Intent to Discipline shall include the following information:
- (A) the date(s) on which the unacceptable performance or conduct occurred and a brief description of the incident(s);
 - (B) a reference to the policy(ies), rule(s) or directive(s) that were violated;
 - (C) prior counseling or discipline, if any, imposed on employee during the employee's time with the City;
 - (D) a statement of the contemplated discipline;
 - (E) if a performance improvement plan has been in place, a statement of the potential disciplinary consequences if performance does not improve;
 - (F) the goals of improvement and a time frame, if applicable, to accomplish these goals; and
 - (G) the scheduled day of the pre-disciplinary hearing.
 - (H) the Notice of Intent to Discipline shall be hand-delivered to the employee and receipt acknowledged by the employee, or sent to the employee by certified mail, return-receipt requested.
 - (I) The Notice of Intent to Discipline shall be delivered no less than five (5) business days in advance of the scheduled pre-disciplinary hearing.
 - (J) The Notice of Intent to Discipline shall be placed in the employee's personnel file after providing the employee with a copy. If the Notice of Intent to Discipline is hand-delivered and the employee refuses to sign it, another supervisory level employee (by his signature) shall attest that the Notice of Intent to Discipline was presented to the employee for his signature and the employee refused to sign.

13.10 Pre-Disciplinary Meeting and Notice of Final Action

- (a) Pre-Disciplinary Meeting Procedure.** The City Manager shall conduct a pre-disciplinary meeting. The City Manager shall determine who may attend the pre-disciplinary meeting, provided that legal counsel will not be allowed. The pre-disciplinary meeting shall be informal in nature. At this meeting the employee shall have the Notice of Intent to Discipline and the related grounds explained and shall be given the opportunity to respond. An employee may waive their rights to a pre-disciplinary meeting by providing a written statement to that effect to the City Manager.

(b) Notice of Final Action. The City Manager will issue a Notice of Final Action in writing within five (5) calendar days of the meeting. The written decision shall include the time, date, and location of the meeting; names of persons present; and the determination. The Notice of Final Action shall be either delivered directly to the employee (obtaining employee's signature of receipt of the decision) or be sent by certified mail, return receipt requested.

(c) Effect of Decision. Disciplinary actions will become effective at the time that the Notice of Final Action is issued unless a Post-Discipline Hearing is requested pursuant to Section 13.11 of these Rules.

13.11 Post-Discipline Hearing. A regular employee who has been suspended without pay, involuntarily demoted or terminated by the City Manager following a Pre-Discipline Meeting, may demand a Post-Discipline Hearing before a neutral hearing officer. The Employee may demand a Post-Discipline Hearing by serving a Request for Post Discipline Hearing within 20 days of the date the Notice of Final Action is served on the employee.

- A. Post Disciplinary Hearing.** At the hearing, the employee ("Appellant") shall have an opportunity to present witnesses and physical evidence and cross examine the city's witnesses before a neutral hearing officer. The Appellant and the city may be represented by legal counsel. All attorneys representing a party shall file an entry of appearance with the city manager prior to the day of the hearing.
- B. Hearing Officer.** Within fifteen (15) calendar days of receipt of the employee's request for Post Discipline Hearing, the City Manager will appoint a hearing officer who is impartial and neutral. The Hearing Officer may be a licensed New Mexico attorney, or a person experienced in personnel administration.
 - a.** The hearing officer shall recuse himself or herself if, for any reason, (s)he cannot afford a fair and impartial hearing to either party.
 - b.** No person shall discuss the merits of the appeal with the hearing officer unless both parties or their representatives are present.
 - c.** The City shall pay the hearing officer's fees and expenses.
 - d.** Each party shall pay all of its own attorney fees and costs.
- C. Date and Time of Hearing.** The Hearing Officer will determine the date and time of the post-disciplinary hearing.

- (a) The post-disciplinary hearing shall be scheduled within 60 days of receipt of the Request for Post-Disciplinary Hearing. The hearing officer may order the postponement of the hearing upon good cause shown.
- (b) The post-disciplinary hearing shall be held at a time and place that is mutually convenient to all parties.
- (c) **Restricted access by witnesses.** Witnesses in post-disciplinary hearings are not admitted into the hearing room until called upon to testify.
- (d) **Hearing to be recorded.** Either a recorded or stenographic record of all post-disciplinary grievance hearings will be made.

D. Conduct of hearings.

- (a) **Burden of proof.** The city carries the burden of proof by a preponderance of the evidence.
- (b) Order of presentation.
 - i. The city may present an opening statement of issues involved in the case, followed by the Appellant. Opening statements are limited to the pertinent issues of fact and law and shall not exceed ten minutes without permission of the hearing officer.
 - ii. The city will present its case first. Witnesses for the city may be called and questioned on their involvement in, or knowledge of, the case. Following each witness's testimony, the Appellant or the Appellant's attorney will have the opportunity to cross examine the witness. The hearing officer will then have the opportunity to question the witness on matters related only to the witness's testimony.
 - iii. Witnesses for the Appellant may be called and questioned on their involvement in, or knowledge of, the case. Following each witness testimony, the city attorney or designee will have the opportunity to cross examine the witness. The hearing officer will then have the opportunity to question the witness on matters related to the witness's testimony.
 - iv. Following presentation of the Appellant's position, the city may offer rebuttal testimony. Such testimony shall be brief, and shall address only the issues brought forth in the Appellant's presentation.
 - v. The Appellant's closing statement shall be presented, followed by that of the city. These statements shall not exceed ten minutes without

the permission of the hearing officer, and at a minimum shall contain a request for the desired outcome.

E. Rules of evidence and procedure.

(a) The technical rules of evidence shall not apply, but in ruling on the admissibility of evidence, the hearing officer may require reasonable substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt.

(b) The rules of civil procedure for the district courts shall not apply, but the hearing shall be conducted so that both complaints and defenses are amply and fairly presented. To this end, the hearing officer shall hear arguments, permit discovery, entertain and dispose of motions, require written expositions of the case as the circumstances justify, and render a decision in accordance with the law and the evidence presented and admitted.

F. Communication of findings.

(a) The hearing officer's findings of fact and recommendations for discipline will be issued within 30 days of the hearing and will be signed by the hearing officer and transmitted to the Appellant, and the city manager.

(b) The hearing officer may recommend upholding, modifying or reversing the decision of the City Manager, and may recommend any disciplinary action authorized under this article, including reinstating a dismissed employee.

(c) The record of the proceedings will be retained by the City Clerk's office for a period of not less than one year from the hearing date, along with all of the physical evidence admitted by the hearing officer. The verbal record shall be transcribed only in the case of appeal to the district court by one of the respective parties. The party requesting the transcription shall make arrangements to pay for the transcription.

G. Final decision.

(a) The City Manager will consider the report, findings and recommendations of the hearing officer and may uphold, modify or reverse the recommendations of the hearing officer.

(b) The City Manager shall issue a written decision, which shall include a statement of the factual and legal basis for the decision, within 30 days of the date the hearing officer's report is issued. The City Manager's decision shall be filed with the official public records of the city, and a copy of the written decision and

the requirements for filing an appeal shall be sent to the Appellant by certified mail, return receipt requested.

H. Appeal of decision.

- (a) Either party may petition the state district court for a writ of certiorari within 30 days of the receipt of the decision.
- (b) The appeal shall be taken pursuant to rule 1-075 of the rules of civil procedure for the state district courts.
- (c) This article shall be included in the record on appeal at the request of any one of the respective parties at any time before filing the record with district court.

13.12 Appointed Executive Officials. The City Council may impose the discipline or corrective action including suspension, demotion or termination of any Appointed Executive Official by serving the official with a Notice of Final Action. All actions of the City Council under this section shall be taken by a vote of the Council in open session. The decision of the City Council with respect to all discipline or corrective action up to and including termination shall be final, subject to an appeal to the district court in accordance with section 13.11.H of these rules.

13.13 Administrative Leave with Pay Pending Investigation and/or Disciplinary Proceeding. The City Manager may authorize administrative leave with pay when an employee is ordered to leave the premises or work site pending an investigation, while disciplinary action is being contemplated and/or pending issuance of the Notice of Final Action. Generally, this leave is authorized when the employee is disruptive or poses a threat of harm to himself, others, or City property. During this period, the employee continues to accrue benefits as if the employee were still on duty.

Employees on paid administrative leave shall be available in person and telephonically between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Failure to comply or attend any scheduled meetings as directed by the employee's supervisor shall constitute an unauthorized leave without pay. Employees on paid administrative leave shall not obtain other employment. The supervisor will document the administrative leave and include expectations of the employee while on leave, including but not limited to the return of City equipment.

Administrative leave with pay under these circumstances does not constitute discipline and may not be appealed under the City's grievance procedures.

13.14 Grievances

13.14.1 Informal Grievances

The purpose of informal grievance procedures is to provide employees, in an atmosphere of courtesy and cooperation, an equitable solution to problems or complaints which may affect employees in the course of their employment with the City. When applicable, the informal grievance procedure allows employees to voice complaints concerning alleged improper actions of employees, supervisors, or management. The informal grievance procedure does not apply to suspensions, involuntary demotions, and terminations.

13.14.2 Informal Grievance Procedure

- A. The following steps comprise the informal grievance procedure.
 1. Meeting with Department Head.
 - a. The employee is required to contact his or her Department Head in writing within five (5) calendar days of the incident or action being grieved to discuss the matter.
 - b. Within five (5) working days of the completion of the meeting, the Department Head shall provide the employee with a written decision.
 2. Meeting with City Manager.
 - a. Within three (3) workdays of receiving the Department Head's decision, the employee may appeal the decision to the City Manager.
 - b. The employee and one (1) witness of his or her choice (if desired) and the Department Head shall meet with the City Manager or his or her designee to discuss the grievance within five (5) working days of receipt of the written request by the City Manager. Additional witnesses may be permitted in the discretion of the City Manager.
 - c. Within ten (10) working days of the meeting, the City Manager shall advise the employee of his or her decision in writing. The City Manager's decision shall be final.
- B. Time limits may be extended at the request of either party involved in subsections (A)(1), (A)(2) or (A)(3) of this section. A request for extension of time shall be made to the Personnel Director.

13.14.3 Conditions or Actions Not Grievable. The following conditions or actions are not grievable:

- a. Whether an established City policy or practice is appropriate.
- b. In matters where a method of review is mandated by law or where avenues of statutory review are available such as review which may be obtained through the filing of charges with the N.M. Human Rights Bureau or Equal Employment Opportunity Commission or the filing of a Worker's Compensation Claim.
- c. In matters where the City is without authority to act or does not have the ability to provide a remedy.
- d. Disciplinary action for a probationary, temporary, limited-term or other at-will employees.
- e. Verbal counseling, written reprimand or job abandonment.
- f. Transfers, assignments, removal from assignments, temporary upgrades and promotions.
- g. Position evaluation/audit, job evaluations, performance reviews, or selection for vacant positions.
- h. Denial or termination of self-employment / supplementary / outside employment.

SECTION 14: EQUAL EMPLOYMENT OPPORTUNITY

14.1 Statement of Purpose. The City is an equal opportunity employer and does not practice nor tolerate unlawful discrimination, whether on the basis of race, color, national origin, religion, age, sex, ancestry, physical or mental handicap, serious medical condition, sexual orientation, spousal affiliation, gender identity or other legally protected status in the consideration of an individual for employment, duration of employment, compensation, terms, conditions, or privileges of employment.

14.2 Reasonable Accommodations. A reasonable accommodation is a modification or adjustment to a job or to the work environment that will enable a qualified applicant or employee with a disability to participate in the application process or to

perform essential job functions. This also includes adjustments to ensure that a qualified individual with a disability has rights and privileges in employment that are equal to those of nondisabled employees. When an applicant or employee makes it known they need a modification or adjustment, the supervisor or official to whom the request is made will consider this as a request for a reasonable accommodation and promptly forward the request to the City Manager. There may also be circumstances where it is obvious that an employee has an impairment that is impacting the employee's ability to perform the essential functions of the job. In such instances, the supervisor should promptly refer the matter to the City Manager.

When an individual with a disability can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the City. Contact the City Manager with any questions or requests for accommodation.

All employees are required to comply with the City's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until a decision is made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under this policy.

14.3 Discrimination and/or Retaliation Prohibited. Any employee with concerns or issues about any type of discrimination and/or retaliation in the workplace shall bring these issues to the attention of their supervisor, Department Head, or the City Manager as soon as they occur so that they may be appropriately investigated, documented, and corrected. By the provisions of this policy and any other applicable provisions of law, employees of the City of Rio Communities are guaranteed that they can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination or reprisal against an employee for reporting discrimination prohibited under this policy will be subject to disciplinary action by the City, up to and including termination of employment.

14.4 Management Responsibility

1. Any supervisory or management level staff who has been notified of an alleged violation of the City's equal employment opportunity policy must take immediate action to stop such violation and report the allegation to the City Manager and/or Mayor immediately.

2. The City Manager shall assume the responsibility for equal employment opportunity laws and regulations and is designated to assist and counsel Department Heads and investigate and resolve internal complaints of employment discrimination filed by City employees or employment applicants. The City Manager may, in his discretion, refer a complaint to a third-party investigator when deemed necessary.

3. The City Manager shall be the referral officer for the City to receive notice of alleged unlawful employment practices from the equal employment opportunity commission or other appropriate federal or state agency. The City Manager shall notify the Mayor, City Council, and the City Attorney upon receipt of any complaints alleging violations under this section.

14.5 Applicant Complaints. Any job applicant, who has been denied employment with the City of Rio Communities and believes they have been denied employment on the basis of their race, religion, creed, color, ancestry, or national origin, or to age, sex, or physical or mental disability, may request that the City Manager initiate an investigation into this matter.

14.6 Communication. The Equal Employment Opportunity policy shall be posted on City bulletin boards and communicated to employees during new hire orientation, and by other means as determined to be appropriate.

SECTION 15: DISCRIMINATION AND HARASSMENT PREVENTION

15.1 Statement of Purpose. The City of Rio Communities strives to provide a place of employment free of discrimination and harassment based on sex, race, religion, color, age, ancestry, national origin, sexual orientation, gender identity, genetic information, serious medical condition, disability, spousal affiliation, status as a veteran, or any other legally protected status as defined in Title VII of the Civil Rights Act of 1964 and the New Mexico Human Rights Act. All employees and job applicants are entitled to a work place or recruitment process that is free from discrimination and/or harassment. Every City employee has a responsibility to prevent discriminatory harassment (including sexual harassment) from occurring.

Discriminatory harassment within the workplace will not be tolerated. All employees are prohibited from engaging in discriminatory harassment of any other employee or other persons in the course of, or in connection with employment. Any employee, including a supervisor or member of management, who is found to have engaged in any form of discriminatory harassment in the course of employment will be subjected to appropriate disciplinary action, up to and including termination of employment. Disciplinary action will vary depending on the severity of the infraction. The desired standard for City employee conduct and behavior is one of cooperation, mutual respect, and professionalism.

- 15.2 Scope.** This policy applies to City officials, Department Heads, supervisors, employees, non-employees, and volunteers subject to the City's control and authority and shall be actively enforced by City management.

15.3 Definitions

Discrimination in the workplace. Employment action or employment conditions that result in unfair or unequal treatment of an individual employee or group of employees based on their membership in a protected class: race, religion, sex, age, national origin, ancestry, disability, spousal affiliation, pregnancy, sexual orientation, gender identity, serious medical condition, or other legally protected class.

Harassment. Any unwelcome or unwanted conduct or behavior that is based on race, color, sex, religion, national origin, ancestry, spousal affiliation, sexual orientation, gender identification, serious medical condition, age, disability, or other legally protected class and is pervasive or severe and offensive both to the recipient of the conduct and to a reasonable person.

Sexual Harassment. A form of harassment that consists of unwelcome and unwanted sexual advances, requests for sexual favors, communication of a sexual nature or other verbal or physical conduct of a sexual nature that is pervasive or severe which adversely affects a person's employment relationship or working environment and is offensive both to the recipient and to the reasonable person.

Retaliation. The act of attacking in return, as in taking revenge, reciprocating, settling a score or getting even; negative or adverse action taken against an employee and/or witness because they report discriminatory harassment or provide information related to such complaints.

- 15.4 Reporting Requirements.** It is everyone's responsibility to prevent discrimination and discriminatory harassment in the workplace. Any employee who believes that they have either witnessed or been subjected to any form of discrimination, harassment or retaliation on the job is strongly encouraged to report such discrimination, harassment (including sexual harassment) or retaliation immediately to any supervisor or Department Head, or the City Manager. Any supervisory or management level staff who has been notified of alleged discrimination must take immediate action to stop such behavior and report the behavior to the City Manager or Mayor immediately. Retaliation against an individual who in good faith reports or provides information in an investigation about behavior or conduct that may violate the policy is against the law and will not be tolerated. Failure to report allegations of discrimination, harassment (including sexual harassment) or retaliation by supervisory or management level staff may subject them to disciplinary action, up to and including termination.
- 15.5 Investigation and Findings.** Any reported violation of this policy will be thoroughly and fairly investigated. All employees shall, if asked, cooperate in the investigation or resolution of harassment complaints. The City will take appropriate disciplinary action based on the findings of the investigation. An employee whose behavior, conduct, or action is determined to be in violation of this policy will be subject to disciplinary action, up to and including termination.
- 5.6 Retaliation Prohibited.** Retaliation against an individual who makes a report of discrimination, harassment (including sexual harassment) or testifies as a witness to a complaint is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another for reporting discrimination, harassment (including sexual harassment) or testifying as a witness to a complaint shall be subject to disciplinary action, up to and including dismissal.

SECTION 16: DRUG AND ALCOHOL POLICY

- 16.1 Drug And Alcohol Abuse Policy.** Drug and Alcohol-Free Workplace. The City of Rio Communities does not tolerate the abuse of drugs and/or alcohol and strives to maintain a workplace that is free from the effects of drug and alcohol abuse. Employees are prohibited, under the Drug-Free Workplace Act of 1988 from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on City premises or work sites. Employees are further prohibited from possessing, distributing, selling, or manufacturing illegal drugs outside of work hours. This does not include those activities which are authorized under the Cannabis Regulation Act (NMSA §26-2C-1 through § 26-2C-42) or the Lynn

and Erin Compassionate Use Act (NMSA 1978 § 26-2B-1 through § 26-2B-10), except to the extent that the City of Rio Communities has provided otherwise in this Policy. Employees violating this policy and any provision herein are subject to disciplinary action, up to and including termination. Employees shall never operate City vehicles/equipment or their own personal vehicle on City business if they are impaired and not fit to drive. Impairments can be from abuse of alcohol, drug use (illegal or legal, prescription, and over-the-counter medications), sleepiness/fatigue, headaches, vision problems, medical conditions, etc. When on-duty operation of City vehicles/equipment is necessary or job performance is impaired, it is the Employee's responsibility to immediately notify their Department Director and/or Supervisor when the Employee is impaired and not fit to drive or operate City vehicles/equipment or perform the Employee's duties. Department Directors/Supervisors must immediately suspend the Employee from the operation of any vehicles/equipment or other safety sensitive work responsibilities and immediately notify the HR Director in these situations. Department Directors/Supervisors must immediately suspend any Employee from performing his or her duties when the Employee is or appears to be impaired. Failure to report the use of such drugs or other substances which can impair job performance will result in disciplinary action. Except where excluded in this Policy, the term "drug" includes "cannabis" as that term is defined in the Cannabis Regulation Act.

- 16.2 Sale, Use and Possession of Drugs.** Any Employee who illegally sells, purchases, or transfers drugs or any illegal substance, on or off duty, shall be terminated. Any Employee who, while on duty, possesses drugs or any substance in Schedules I and II of the Controlled Substances Act, Section 30-31-41 NMSA 1978, without a valid prescription or as otherwise authorized by law, shall be terminated. Any Employee who is caught consuming alcohol or using drugs, including medical cannabis, while on duty shall be terminated.

Cannabis is a controlled substance under both federal and state law. The Cannabis Regulation Act (NMSA § 26-2C-1 through § 26-2C-42) permits various activities with respect to the possession, sale and use of cannabis, even though such activities are currently prohibited by the federal Controlled Substances Act ("CSA") (21 U.S.C. § 801 et seq.). For purposes of this Policy, whenever any action, drug or substance is characterized as illegal, it shall not be deemed to include the purchase, sale or possession of cannabis or a cannabis product from a licensed cannabis retailer or cannabis server under the provisions of the Cannabis Regulation Act or the sale, purchase, possession or use of cannabis by a qualified patient or primary caregiver under the Compassionate Use Act. However, under no circumstances may cannabis be purchased, sold, used or possessed by any Employee on City Property, while operating City vehicles/equipment, or while on duty.

16.3 Employee Cooperation. All Employees are expected to cooperate in the testing process. Any conduct that clearly obstructs the testing process such as tampering with the specimen, or the testing procedure will result in termination of employment.

16.4 Call Back Duty. Employees called back to work at a time when they are off from work and not on On-Call duty status, and who have been consuming intoxicants, including alcoholic beverages, cannabis (including medical cannabis), or any other controlled substance whether or not legal, shall report this usage to the person calling them to return for special duty. The person receiving the notification from the Employee shall promptly notify the requesting Supervisor/Department Director so that another Employee may be contacted to return for special duty.

16.5 Employee Categories.

1. **Federally Mandated Employees.** Federally mandated Employees are those working under the rules of the United States Department of Transportation (DOT) and/or the Federal Motor Carrier Safety Administration (FMCSA). At the City of Rio Communities these are Employees whose job requires a Commercial Driver's License (CDL). Federally mandated Employees are subject to pre-employment, post-vehicle accident, random, and reasonable suspicion testing following the rules and procedures established by DOT and FMCSA. There is no exception for any Employee who uses medical cannabis pursuant to the Lynn and Erin Compassionate Use Act or under the Cannabis Regulation Act.
2. **Safety Sensitive Employees.** Employees that are in designated Safety Sensitive positions are subject to pre-employment, post-accident, post-vehicle accident, random and reasonable suspicion testing. Designated Safety Sensitive positions include, but are not limited to, law enforcement personnel, animal control, fire Department employees, public works and road employees, facilities services employees, community and senior center employees and others as designated by the City Manager. These Employees are subject to pre-employment, post-accident, random, and reasonable suspicion testing following the rules and procedures established by DOT and FMSCA. There is no exception for any Employee who uses medical cannabis pursuant to the Lynn and Erin Compassionate Use Act or under the Cannabis Regulation Act.
3. **Administrative Employees.** All other City Employees are subject to post-offer/ pre-

employment, post-accident, post-vehicle accident, and reasonable suspicion testing.

16.6 Drug Testing. The City of Rio Communities has a vital interest in maintaining safe and efficient working conditions for its Employees and citizens. Employees under the influence of alcohol and/or drugs pose serious safety and health risks not only to the user but also to those in contact with the user. Therefore, the City of Rio Communities will conduct Drug and Alcohol tests in compliance with accepted testing standards in the following circumstances:

1. Post-Offer Testing/Pre-Employment
2. Post-Vehicle Accident Testing With Reasonable Suspicion
3. Reasonable Suspicion Testing
4. Random Testing

Results will be reported to the Human Resources Director after review and certification by the Medical Review Officer (MRO).

16.7 Categories for Drug and/or Alcohol Testing.

1. Post-Offer/Pre-Employment Testing. Post offer but prior to employment, the applicant or Employee must submit to testing for alcohol and controlled substances. The City shall not employ an individual if they refuse to submit to the drug/alcohol testing or the results indicate a positive drug test result or breath alcohol greater than .04. For positions which are not subject to federally mandates (DOT regulated) or deemed safety sensitive positions, testing for cannabis will not be included.
2. Post-Vehicle Accident Testing With Reasonable Suspicion. After a vehicle/motorized equipment accident /incident in which an Employee is involved in driving or operating a City vehicle/motorized equipment and the accident involves a fatality, or the Employee receives a citation under state or local law for a moving traffic violation arising from the accident; or if any vehicle has to be towed from the scene; or if any individual involved in the accident has to be

treated for injuries away from the accident site. When an Employee is required to submit to a drug and/or alcohol test, the Employee will be driven to the collection site by the Department Director or Supervisor. Refusal to submit to the drug/alcohol test will be regarded the same as a positive drug test result or breath alcohol greater than .04 and shall be deemed cause for termination.

3. Reasonable Suspicion Testing. An Employee shall be required to undergo a drug/alcohol test if there is a reasonable suspicion that the Employee is under the influence of alcohol or drugs, including cannabis. The Department Director or Supervisor will drive the Employee to the collection site for testing. Refusal to submit to a drug or alcohol test shall be deemed cause for immediate termination. Circumstances which constitute a basis for determining "Reasonable Suspicion" may include, but are not limited to:
 - a. Physical signs
 - i. Bloodshot eyes/dilated pupils.
 - ii. Slurred speech.
 - iii. Unsteady walk/uncoordinated movements/poor reflexes.
 - iv. Shakes or tremors.
 - v. Unexplained sweating or shivering.
 - vi. Fidgeting/inability to sit still.
 - vii. Sleeping at work or difficulty staying awake.
 - viii. Unusual body or breath odor (i.e, odor of alcohol on breath).
 - ix. Deterioration in appearance/grooming.
 - b. Behavioral signs
 - i. Attendance problems – tardiness, pattern of absences or excessive absenteeism.
 - ii. Decline in performance/productivity.
 - iii. Acting withdrawn from others, secretive.
 - iv. Money problems or borrowing or stealing money.
 - c. Psychological signs
 - i. Unexplained changes in personality or attitude.
 - ii. Sudden mood changes, irritability, angry outbursts, or inappropriate laughing.
 - iii. Unexplained fear or paranoia.
 - iv. Inability to focus or concentrate.
 - d. Information provided by a reliable and credible source (with written documentation of when and how information was obtained/observed).

e. Direct observation of drug or alcohol use, including the use of cannabis.

f. Employees who believe that another City of Rio Communities Employee is under the influence of alcohol or drugs, should immediately report the incident to a Supervisor/Department Director. If they are not available, or in the event of immediate danger, contact local law enforcement.

g. The City of Rio Communities Supervisor/Department Director will respond immediately to any report of suspected intoxication or drug/alcohol use on City premises/worksites during working hours, by investigating the report, promptly documenting the basis for the “reasonable suspicion” test, enforcing the “reasonable suspicion” drug testing procedure, and taking appropriate corrective and/or disciplinary action up to and including termination and in accordance with the City’s disciplinary procedures.

4. Random Testing. Federally mandated and safety sensitive Employees (as defined above) are subject to random testing complying with the rules and procedures for random testing established by DOT and FMSCA.
5. Random Testing Procedures: The City will require the following groups to be randomly drug tested as follows:
 - a. DOT regulated Employees: 50% of workforce per annum for controlled substances; 10% for alcohol.
 - b. Safety Sensitive Employees: 25% of workforce per annum.
 - c. Testing for controlled substances shall include testing for cannabis.

16.8 Positive Test Results.

1. Probationary, limited term, casual, or temporary Employees who test positive for drugs or alcohol will be immediately terminated. This includes an Employee who is not subject to DOT regulation and whose position is not deemed safety sensitive, or an employee who is a qualified patient under the Lynn and Erin Compassionate Use Act, if that employee (i) tests positive for cannabis; (ii) testing is required as a result of an accident, including a vehicular accident, or based upon reasonable suspicion, and (iii) it is determined that the employee was impaired by cannabis at the time of the accident or was under the influence of cannabis while

on duty.

2. A regular Employee who tests positive. If an employee tests positive for drugs or alcohol, the employee will be suspended from employment without pay. To avoid dismissal the employee will be required to successfully complete an approved drug/alcohol rehabilitation program. The employee shall be responsible for paying the cost of the rehabilitation program unless the employee has insurance coverage for such treatment. Upon the employee's return to work after completion of the drug/alcohol rehabilitation program, the employee shall be required to test for alcohol/drugs for a period of two (2) years. If the employee tests positive during this testing period, the employee shall be subject to disciplinary action up to, and including, dismissal. If the employee successfully completes this two (2) year testing period, all records of the previous tests and related case documentation shall be destroyed after three (3) years from the initial positive test.
3. This includes an employee who is not subject to DOT regulation and whose position is not deemed safety sensitive, or an employee who is a qualified patient under the Lynn and Erin Compassionate Use Act, if that employee (i) tests positive for cannabis; (ii) testing is required as a result of an accident, including a vehicular accident, or based upon reasonable suspicion, and (iii) it is determined that the employee was impaired by cannabis at the time of the accident or was under the influence of cannabis while on duty. Employees may use their accumulated personal leave to seek treatment at a NM Health certified facility. When all authorized leave is exhausted, they will be placed in a leave without pay status. Any Employee who is not cleared to return to work within ninety (90) calendar days of referral to a NM Health certified facility will be terminated.

16.9 Voluntary Self-Referral. Substance abuse is recognized to be a serious medical and social problem that can affect employees. The City strongly encourages any Employee who believes or suspects that they may have a problem with drugs and/or alcohol to seek help from the Human Resources Department prior to any mandated drug and alcohol testing.

Voluntary self-referrals may use personal leave and unpaid administrative leave in order to attend a NM Health certified rehab facility. The City will provide all normal group insurance benefits to an Employee while under a medically prescribed course of treatment. Self-referrals must be cleared to return to duty within ninety (90) calendar days of entering the certified facility; otherwise, they may be terminated.

1. Non-Safety Sensitive Employees. Non-Safety Sensitive Employees will be referred to a NM Health certified facility for evaluation. Such Employees are expected to

be at work and performing satisfactorily unless they have been removed from duty for treatment.

2. Federally mandated and Safety Sensitive Employees. Federally mandated and Safety Sensitive Employees will be removed from duty, placed in an appropriate leave status, and referred to a NM Health certified rehab facility for evaluation. Such Employees may be assigned to a non-federally mandated or safety sensitive job. If assigned to such a position, the Employee is expected to be at work and performing satisfactorily unless removed from duty for treatment.

SECTION 17: CARE AND USE OF EQUIPMENT AND FACILITIES

17.1 Statement of Purpose. All employees are required to properly maintain and utilize the City of Rio Communities' property. Willful abuse or mishandling of any City property including vehicles and/or technical resources will not be tolerated and may be grounds for disciplinary action up to and including discharge.

1. **City Vehicles.** Some positions in the City require the use of City vehicles. These are City-owned property and must be maintained in a proper fashion. Employees are responsible for maintaining vehicles and reporting problems to their Department Head. Any employee assigned a City-owned vehicle must adhere to procedures established by the City Manager, which may include a defensive driving course. City vehicles may not be used for personal business.
2. **Technical Resources.** The City of Rio Communities' technical resources including any computer, voice mail, fax or e-mail systems, cellular telephones, are provided for use in the conduct of City business and are to be reviewed, monitored and used in that pursuit. Employees may transmit or receive messages in the course of their employment on the City of Rio Communities' computer systems or other technical resources, those messages may be subject to investigation, search, and review. In addition, any electronically stored communications that are received may be retrieved and reviewed without prior notice.
 - a. Employees may access those electronic files or programs that they have permission to enter. Unauthorized copying or use of computer software exposes both the City of Rio Communities and the employee to fines and/or imprisonment. Employees may not load personal software or download software from the Internet onto the City of Rio Communities' computer system and may not copy software from the City of Rio Communities for personal use.

- b. Employees are responsible for the content of all text, audio, or images that they place or send over the Internet. All messages communicated on the Internet should include the employee's name. No messages may be transmitted under an assumed name or anonymously.
- c. Any non-business e-mail or other electronic messages must be clearly identified as such in the subject line. Employees may not prepare or review non-business e-mail messages during work time. With regard to computer use, working time is defined as any time an employee is at their workstation and not on a designated break, regardless of whether the break is paid. Employees who encounter messages that are of a personal or non-business purpose during work time are expected to skip the messages and review them only before or after the workday or during designated break time.

SECTION 18: ON-CALL REQUIREMENTS AND CALL-BACK PAY

18.1 On-Call (Standby) Status. Department Heads should provide employees who are required to be on-call with a schedule of the time and date that the employee must be on-call. An equitable rotation policy should be followed in requiring employees to be on-call. In addition, the following guidelines apply:

1. The employee is not required while on-call to remain on the City's premises. However, the employee must remain available by telephone or text while off site and respond to any call or message within fifteen (15) minutes.
2. If an emergency requires the employee to return to work, the employee must do so within one (1) hour of responding to the message.
3. The employee is not required to restrict their activities while on-call, but the employee must remain free of the influence of alcohol or illegal drugs. In addition, the employee should not take any prescription drug that adversely affects his or her ability to safely and effectively perform his or her job duties. If an employee has a medical condition and has concerns about complying with this requirement, the employee should consult with the Department Head.
4. If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee's on-call shift.
5. Employees who fail to respond when called and/or who fail to find a replacement may be subject to disciplinary action.

- 18.2 Call-Back Pay.** When an unscheduled employee accepts management's request to report to work, the employee is in call-back status. The employee will be paid as directed by the Fair Labor Standards Act (FLSA). Non-exempt employees who are called to report to work on their regular day off or that have been recalled to work after having left the employer's premises shall be guaranteed a minimum of two (2) hours of pay at the applicable straight time or overtime rate, as applicable.

SECTION 19: ON-THE JOB INJURY OR ILLNESS/WORKERS' COMPENSATION

- 19.1 On-the-Job Injury or Illness.** Any employee who suffers an on-the-job injury or illness is required, unless incapacitated, to immediately prepare and submit a Notice of Accident form to their supervisor or Department Head. If the employee is unable to do so, the supervisor or Department Head will fill out the Notice of Accident form. An employee who suffers an on-the-job injury or illness that requires immediate emergency treatment and returns to work on the same workday will not be charged personal leave. The supervisor or Department Head shall submit the Notice of Accident form and the required Supervisor's Investigation Report form to the City Manager or designee within seventy-two (72) hours. The injured or ill employee must sign a Worker's Authorization for Disclosure of Protected Health Information for Workers' Compensation Purposes form, Doctor Selection Notice and submit to the City Manager or designee. The City Manager or designee will send the forms (the Notice of Accident, and a New Mexico Workers' Compensation Administration – Employer's First Report of Injury or Illness) to the City's Workers' Compensation insurer for evaluation. Workers' Compensation benefits will be awarded as provided by law. Post-Accident drug testing may be required as set forth in the City's Drug and Alcohol Policy.

19.2 Workers' Compensation Process

1. Employees injured on the job may choose any physician for their initial evaluation and treatment.
2. Employee and supervisor or Department Head must complete all necessary forms and submit to the City Manager or designee as soon as possible.
 - a. If the employee is unable to work, the first seven (7) days after filing a Workers' Compensation claim are considered a waiting period during which no Workers' Compensation benefits are paid. The injured or ill employee will have to use personal leave or leave without pay, if necessary, during this period. After seven (7) days out of work, an injured or ill employee that has been approved for Workers' Compensation benefits may elect to be paid 66 2/3% of their average gross pay for the preceding twenty-six (26) weeks or continue using personal leave. The

employee's decision to receive workers' compensation benefits or to use personal leave while out of work must be designated on an Election of Benefits Form forwarded to the City Manager or designee.

- b. As permitted by law, the City's Workers' Compensation insurer can require an injured employee to be seen another designated physician for reevaluation and treatment.

SECTION 20: CONFLICT OF INTEREST

- A. Employees must disclose promptly any circumstance that might constitute a conflict of interest or appear to be a conflict of interest. If such a situation develops, the employee must immediately notify his Department Director and complete a City of Rio Communities Disclosure Statement Form, pursuant to the New Mexico Governmental Conduct Act (NMSA 1978, Section 10-16-1 *et seq.*). An employee or public official of the City is required to make disclosure of potential conflicts of interest with regards to outside employment, familial relationships, and disclosure of substantial business interests. In addition, employees must complete a Disclosure Statement Form every twelve (12) months. Failure to complete the Disclosure Statement Form or failure to provide complete and accurate information may subject an employee to disciplinary action and may result in any authorization to engage in self-employment, supplemental or outside employment being terminated.
- B. No employee shall:
 - 1. Engage in any business or transaction, have a financial or other personal interest, direct or indirect, accept private employment or other public employment, or render services for private interest, which is incompatible with the proper discharge of the employee's responsibilities, which gives the appearance of impropriety, or could tend to impair his independence of judgment or action in the performance of his duties.
 - 2. Accept any gift, whether in the form of money, service, loan, thing, or promise, from any person that could tend to impair the employee's independence of judgment or action in the performance of his duties.
 - 3. Disclose confidential information concerning property, government or affairs of the City without proper legal authorization or use such information to advance the financial or other private interest of self or

others.

4. Accept any gift, whether in the form of money, service, loan, thing or promise, from any person which to his knowledge is interested directly in any manner whatsoever in business dealings with the City; provided however, that any such employee who is a candidate for public office may accept campaign contributions and service in connection with any such campaign.
5. Represent the private interests of any third-party in any action or proceeding before any Board or Committee before which the employee appeared on behalf of the City while an employee of the City or within one year of terminating his employment with the City.
6. Participate in the selection, in the negotiation or the making of any contract with any business or entity in which he has a direct or indirect financial interest.



May 2, 2023

To the Honorable Mayor Ramsell and City Council,

Thank you for the opportunity to present at your council meeting in February. I am always excited to share the great things our Chamber has done and its vision for the future as we move forward with our new branding initiative. We work hard for our communities and with every additional municipality coming on board, we will work to promote each in an outstanding way.

Therefore, we are requesting Rio Communities, Peralta and Bosque Farms as smaller municipalities in Valencia County support the initiatives of the Greater Valencia County Chamber of Commerce with an annual amount of \$1000.00. In addition, for basic membership to our Chamber, \$140.00 annually.

With this support, we would like to have representation on our Chamber Board as the City of Belen currently has, and we will be happy to work closely with your Council and Mayor on projects to better promote your city. We will also provide a semi-annual report of the actual work we have done in promoting Rio Communities to your Council and Mayor.

Thank you for your consideration in this request and I look forward to hearing back from you with any questions you may have moving forward.

Sincerely,

Rhona Espinoza

Executive Director

Greater Valencia County Chamber of Commerce



712 Dalies Avenue
Belen, New Mexico 87002
Office 505-864-8091, Fax 505-864-7461
www.belenchamber.org

Membership Application

Our Mission

*Dedicated to the growth and retention of commerce
through committed
partnerships enhancing our quality of life*

Name: _____ Business: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Cell: _____

Mailing Address if different from above: _____

City: _____ State: _____ Zip Code: _____

Web Site: _____

Email: _____

Date your business started: _____ Number of Employees: _____

Credit/Debit Card Number: _____ Exp: _____ CVV: _____

Class	Amount Due	√
Single Owner	\$ 100.00	
Non-Profit	\$140.00	
1 to 3 Employees	\$180.00	
4 to 15 Employees	\$210.00	
16 to 25 Employees	\$235.00	
26 to 50 Employees	\$265.00	
51 to 100 Employees	\$375.00	
101 to 250 Employees	\$485.00	
251 to 500 Plus Employees	\$595.00	
Utility, Railroad, Phone	\$850.00	
Bank (\$10.00 per million in deposits)	\$550 .00 to \$1500.00	
Casino	\$1500.00	
Individual	\$ 70.00	
Retired (55 years and older)	\$ 60.00	

[illegible]

If yes, please describe the discount: _____

- 40% off Advertising on our monthly “Chamber Page” in the Valencia County News-Bulletin.
- Promotional flyer inserts in our monthly newsletter “Chamber Voice”.
- Membership in the largest Chamber in Valencia County
- Inclusion in Membership Directory published annually and distributed nationwide
- Support and resources for your business
- Community events notification

Chamber Membership also provides the following benefits;

- Your business listing on our website, www.belenchamber.com with a direct link to your own business website and/or email.
- Referral for your business to new residents and visitors.
- Free advertising in the Visitors Center.
- Monthly newsletter with schedules of events, articles and vital information to help you stay informed of happenings in our community.
- Networking at regularly scheduled Chamber luncheons and mingle events.
- Opportunities to promote your business through sponsorships.
- The opportunity to give back to the community that supports your local business.

The Greater Valencia County Chamber of Commerce partners with several community organizations such as Belen MainStreet Partnership, Belen Consolidated Schools, UNM-VC Small Business Development Center, Youth Development Inc. and Greater Belen Economic Development and Hispano

Chamber of Valencia County and all the municipalities in the County.

We are also a member of the New Mexico Chamber of Commerce Executives Association, The Association of Commerce and Industry (ACI), Albuquerque Convention and Visitor's Bureau and the Heart of New Mexico Tourism Campaign.