

AGENDA

**GALLUP CITY COUNCIL
TUESDAY, JANUARY 14, 2020
SPECIAL MEETING - 4:00 P.M.
REGULAR MEETING - 6:00 P.M.
CITY COUNCIL CHAMBERS**



Jackie McKinney, Mayor

Linda Garcia, Councilor, Dist. 1 Allan Landavazo, Councilor, Dist. 2
Yogash Kumar, Councilor, Dist. 3 Fran Palochak, Councilor, Dist. 4

Maryann Ustick, City Manager
Curtis Hayes, City Attorney

A. Special Meeting - 4:00 P.M.

B. Roll Call

C. Work Session

1. Presentation On GO Bond Program And Debt Service Schedule For GRT Bonding

Information relative to the presentation will be provided at the work session.

Fiscal Impact: Not applicable.

Recommendation: Not applicable - presentation only.

Speaker's Name Erik Harrigan, RBC Capital Markets, LLC

D. Recess Until 6:00 P.M.

E. Regular Meeting - 6:00 P.M.

F. Pledge Of Allegiance

The members of the body and the public are invited to recite the Pledge of Allegiance.

G. Roll Call

H. Approval Of Minutes

December 6, 2019 Joint Work Session with the McKinley County Commission
December 10, 2019 Regular Meeting

Documents:

[DRAFT MINUTES DEC 6 2019 JOINT WORK SESSION.PDF](#)
[MINUTES DECEMBER 10, 2019.PDF](#)

I. Discussion/Action Topics

1. Discussion Of Nightly Indian Dance Program Options

Bill Lee will present on behalf of the Gallup McKinley County Chamber of Commerce with options for the Nightly Indian Dances Program as a follow up to the October 2019 discussion about the program, its attendance and expenses.

Fiscal Impact: None
Recommendation: None
Speaker's Name Bill Lee, Gallup McKinley County Chamber of Commerce

2. Approval And Acceptance Of The Quarterly Local Liquor Excise Tax Accountability Reports For 2nd, 3rd And 4th Quarters Of Calendar Year 2019

Maura Schanefelt, McKinley County DWI Program Manager, will present the reports to the City Council for their review and approval. The report summarizes the use of liquor excise tax funds by local programs and agencies during this time frame. The reports are submitted on behalf of the County Commission and City Council to the New Mexico Department of Finance and Administration to comply with state law. The County Commission has already approved the 2nd & 3rd Quarter CY 2019 reports; however, the Commission will take action on the 4th Quarter CY 2019 report at their January 14th meeting.

Fiscal Impact: None.
Recommendation: County recommends approval and acceptance of the report.
Speaker's Name Maura Schanefelt

Documents:

[LET ACCOUNTABILITY REPORTS 2ND-4TH QTR CY 19.PDF](#)

3. 6:00 PM Best Of The Best Rodeo Budget

The Best of the Best Rodeo is coming and will be here before we know it. In order to continue on with the seventh year of this event as well as grow the event we will need funding to do so. This past year the Best of the Best Rodeo was successful in making money for the City of Gallup. This year there are plans for more sponsors as well as more contestants.

Fiscal Impact: Approve Best of the Best rodeo project along with a budget adjustment for revenue of \$412,694 and expenditures of \$390,930 from and to the 590 fund.
Recommendation: Approval of the Best of the Best Rodeo budget

Speaker's Name Jon DeYoung

Documents:

[BEST OF THE BEST FY20 BUDGET.XLSX](#)

4. 6:00 PM **Promotion Contract With Walt Eddy For The Best Of The Best Rodeo**

We are headed into our seventh year of the Best of the Best Event. The contract with Walt Eddy for 2020 has a few changes from the previous contract. The changes include; adding a Tuesday morning slack and a performance on Tuesday night, moving the payment terms from the middle of the month to the end of the month, includes all professional rodeo staff to be hired for the event as well as the dollar amount not to exceed and the City will now control the RV park during the event.

Fiscal Impact: All sums are payable from the rodeo budget

Recommendation: Approval of contract with Walt Eddy

Speaker's Name Jon DeYoung

Documents:

[BESTOFBESTMANAGEMENT AND PROMOTION CONTRACT 2020 WALT EDDY.DOCX](#)

5. 6:00 PM **Youth Conservation Corps (YCC) Budget Adjustment**

The City of Gallup has been awarded \$114,915.59 for the State of New Mexico's FY20/FY21 Youth Conservation Corps (YCC) Program year.

Fiscal Impact: This budget adjustment will budget revenues and expenditures for tasks performed or expenses directly related to the scope of work for the projects outlined in the grant.

Recommendation: Approval of the YCC grant award and budget adjustments

Speaker's Name Jon DeYoung

Documents:

[YCC AWARD LETTER.PDF](#)

6. **Ordinance No. S2020-1; Text Amendment Increasing Maximum Number Of Accessory Structures For Residential Zoning Districts.**

Ordinance No. S2020-1; Draft language amending certain text regulating the maximum number of accessory structures thereby increasing the maximum number of accessory structures from one (1) to three (3) for certain zone districts.

See attached briefing memo.

Fiscal Impact: None

Recommendation: Recommend approval of Ordinance No. S2020-1

Speaker's Name C.B. Strain

Documents:

[ACCESSORY STRUCTURES TEXT AMENDMENT MEMO CITY COUNCIL.PDF](#)

[ACCESSORY STRUCTURES TEXT AMENDMENT ORDINANCE NO. C2020-1.PDF](#)

[ACCESSORY STRUCTURES TEXT AMENDMENT RESOLUTION OF RECOMMENDATION NO. RP2019-10.PDF](#)

7. Approval Of Acceptance Of M102 Howitzer From US Army

At the City Council Meeting on May 14, 2013, City Council approved the submission of an application to the Department of the Army for a piece of surplus military artillery to be placed on display at the Veterans Memorial. On December 10, 2019, Mayor McKinney received an email from Mark Jenkins with the US Army Tank Automotive and Armaments Command indicating that the city's application for a conditional loan of military equipment for a memorial and/or historical display has been approved and a M102 Howitzer will be provided to the city based on the following conditions:

1. Minutes of a meeting of the City Council approving the acceptance of the Howitzer with the understanding that the governing body will assume all responsibility for the upkeep and safety of the display item and that this equipment cannot be placed on privately owned property.
2. Verification that the M102 Howitzer will be displayed at the Static Display site depicted on the attached "Gallup Static Display Site Map."
3. The City will construct a concrete display pad per the specifications provided by the US Army and provide a photos of the completed pad.
4. The City will provide a letter indicating that the M102 Howitzer will be transported, at city expense, from its current location at Sierra Army Depot to the current site (see attached proposal).
5. The City will provide a certified check in the amount of \$117.25 for the processing and release cost for the M102 Howitzer to the US Treasury.

Recommendation: Approved acceptance of Howitzer from US Army for Display at Veterans Memorial, approve proposal from Murphy Builders to transport and construction pad for Howitzer and adjust budget in the amount of \$12,283.99 for costs of processing, transporting and construction of display pad.

Fiscal Impact: Total cost \$12,166.74: construction of concrete pad (\$6,425), delivery and set up of Howitzer (\$4,808) plus NMGRT (\$933.74). \$117.25 for processing and release cost. Total amount of \$12,283.99 to be provided from General Fund Reserves.

Recommendation: See recommendation in the summary.

Speaker's Name Maryann Ustick

Documents:

[CITY COUNCIL MTG. MIN._2013.05.14.PDF](#)

[MARK JENKINS EMAIL.PDF](#)

8. Nizhoni Boulevard Reconstruction Design Contract Award

Summary: Attached for the City Council's consideration and approval is a fee proposal from DePauli Engineering and Surveying of Gallup, NM. See attachment (a). This proposal is for the engineering design of East Nizhoni Blvd Reconstruction Project from South 2nd Street to College Drive.

This project includes:

- = Dedicated northbound turn lane off Nizhoni onto 2nd Street for traffic movement facilitation.
- = Relocation of the traffic signal light at Nizhoni and 2nd Street for the northbound turning movement.
- = Concrete anti-shoving pad at 2nd Street to match the concrete pad on the opposite side of the intersection.
- = Storm drainage improvements.
- = Reconstruction of ADA compliant sidewalks (6' wide) on both sides of the street from Hospital Drive to 2nd Street.
- = Mill and overlay of the street pavement.
- = Pavement striping and traffic control.
- = Geometry improvements of the Hospital Dr intersection.

This proposed fee is solely for the roadway reconstruction design. It includes no professional services for construction management or inspection.

Further, this proposed fee does not currently include any utility reconstruction. Utility reconstruction is being addressed as a separate effort by the Water Department.

Fiscal Impact: A current project estimate is provided by attachment (b). City recently received a grant from the NMDOT toward this project for \$350,000. For award, another \$12,500 is required from the General Fund balance.

Recommendation:

- = Award DePauli Engineering and Surveying \$362,196.50 including NMGR for professional engineering services.
- = Approve the budget adjustment for an additional \$12,500 in project funding as described above.

Fiscal Impact: See Comments Above.
Recommendation: See Comments Above.
Speaker's Name Stanley Henderson - Public Works Director

Documents:

20-01-14_1A DES FEE PROPOSAL OF 30 SEP 19.PDF
20-01-14_1B PRJ BUDGET ESTIMATE RE E NIZHONI BLVD
RECONSTRUCTION.PDF

9. Resolution No. R2020-3; MainStreet Funding Acceptance For Coal Ave

Commons Construction Project

Summary: By attachment (a), City received \$800,000 from the New Mexico MainStreet program for construction of the Coal Avenue Commons.

Fiscal Impact: None. No match is required.

Recommendation:

- = Accept the State grant for \$800,000. See attachment (b);
- = Approve the attached resolution. See attachment (c); and
- = Approve budget increase in revenue and expenditures of \$800,000 for the project as identified above.

Fiscal Impact: "See Comments Above."

Recommendation: "See Comments Above."

Speaker's Name See Comments Above.

Documents:

- [20-01-14_2A NM ECONOMIC DEVELOPMENT LTR DTD 2 DEC 19.PDF](#)
- [20-01-14_2B MAINSTREET FUNDING AGREEMENT.PDF](#)
- [20-01-14_2C RESOLUTION RE MAINSTREET FUNDING ACCEPTANCE.PDF](#)

10. Budget Adjustment For A Sub-Grant Agreement For The McKinley County DWI Task Force Naming The Gallup Police Department As The Sub-Grantee In The Amount Of \$48,000.

As part of the McKinley County DWI Task force, the Gallup Police Department, as the sub-grantee, was awarded a sub-grant in the amount of \$48,000. As the sub-grantee, the Gallup Police Department is to implement Driving While Impaired (DWI) sobriety checkpoints and saturation patrols aimed at reducing alcohol related crashes, injuries, and deaths in McKinley County and in partnership with the following agencies: NM Department of Public Safety, McKinley County Sheriff's Office, Navajo Nation Police Department, Zuni Police Department, and the Ramah Police Department. All required signatures have been fully executed and the Gallup Police Department therefore requests a budget adjustment in revenue & expenditure for the total amount awarded.

Attachment: McKinley County DWI Task Force Sub-Grant Agreement

Fiscal Impact: Budget adjustment in revenue & expenditure for the McKinley County DWI Task Force Sub-Grant Agreement in the amount of \$48,000.00.

Recommendation: Acceptance & approval of a budget adjustment for the DWI Task Force Sub-Grant Agreement for \$48,000.

Speaker's Name Franklin Boyd – Chief of Police

Documents:

11. Recommendation Of Bid Award For Coal Ave And 9th Street Waterline Replacement And Budget Adjustment

Prior to this past Thanksgiving holiday, a 6-inch waterline along Coal Ave developed a severe leak. Water and Sanitation Department (WSD) Staff repaired the line to the best of our abilities. However, upon evaluating this section of the waterline, it became apparent that approximately 175-200 linear feet of the line was severely degraded and needs to be replaced.

WSD Staff worked with the Purchasing Department on a short term sole source bid, however this price was not considered responsive or reasonable. Following this effort, the project was opened up for a slightly longer bid period. Two responsive bids were received, as seen in the attached bid tabulation. Both bids were higher than the engineer's estimate of \$90,441; however, the low bid was determined to be responsive, and within a reasonable amount of the engineer's estimate, including NM Gross Receipts Tax. Low bid was provided by Dallago Corporation of Gallup, NM.

The Engineer of Record has submitted a recommendation of bid award (attached).

Staff recommends a budget transfer of \$106,000 from Water Enterprise Fund balance for the project and bid award to the lowest responsive bidder, Dallago Corporation of Gallup, NM.

Fiscal Impact:	Budget adjustment of \$106,000 from Water Enterprise Fund Balance.
Recommendation:	Staff recommends approval of bid award and budget adjustment.
Speaker's Name	Dennis Romero

Documents:

[RECOMMENDATION OF AWARD - WATERLINE REPLACEMENT COAL AVE AND 9TH ST \(1\).PDF](#)
[BID TABULATIONS - WATERLINE REPLACEMENT COAL AND 9TH - PDF.PDF](#)

12. Request For Budget Adjustment For Change Order No. 2 For Reach 27.9 Construction Of The Navajo Gallup Water Supply Project

Summary:

The Council approved the selection of the construction of Reach 27.9 to Adame Construction in the amount of \$8,840,388.72 where \$2,493,379 was paid from WPF #4338 and the remainder will be paid through the USBR Cooperative Agreement in the amount of \$3,347,009.72.

Unfortunately, completion of the project will require additional work that is stated in Change Order No. 2. This will add a total of \$28,385.73 to the project.

Staff requests approval of Change Order No. 2 and the necessary budget adjustments in the amount of \$28,400.00 in order to fund this project.

Fiscal Impact:

A budget increase of \$28,400.00 with necessary budget adjustments in revenues and expenses in Fund 306.

Recommendation:

Staff recommends approval of a budget adjustment of \$28,400.00 for the project in revenues and expenses in Fund 306.

Fiscal Impact: See Summary
Recommendation: See Summary
Speaker's Name Dennis Romero

Documents:

[CHANGE ORDER 2 - ADAME CONSTRUCTION SIGNED.PDF](#)

J. Presentation And Information Items

1. Earth Day 2020

Matthew Hornback and colleagues will provide a presentation on a proposal for hosting an Earth Day Event for 2020.

Fiscal Impact: Presentation item only.
Recommendation: Presentation item only.
Speaker's Name Matthew Hornback

Documents:

[OUTLINE FOR EARTH DAY EVENT.PDF](#)

K. Comments By Public On Non-Agenda Items

The public is invited to comment on matters not appearing on the published meeting agenda.

L. Comments By Mayor And City Councilors

M. Comments By City Manager And City Attorney

N. Motion To Adjourn

Auxiliary aides for the disabled are available upon request. Please contact Alfred Abeita, City Clerk, at 505-863-1254 at least (1) week prior to the meeting or as soon as possible in advance of the meeting to make any necessary arrangements.

Pursuant to the "Open Meetings Act", NMSA 1978, Section 10-15-1 through 10-15-4 of the State of New Mexico, this Agenda was posted at a place freely accessible to the public 72 hours in advance of the scheduled meeting.

Minutes of the Joint Work Session of the Gallup City Council and the McKinley County Board of Commissioners, held on Friday, December 6, 2019 at 1:30 P.M. at the El Morro Events Center, 210 South Second Street, Gallup, New Mexico.

The meeting was called to order by Mayor Jackie McKinney.

At such meeting, the following were present, constituting a quorum of both bodies:

GALLUP CITY COUNCIL	Mayor Jackie McKinney Councilor Linda Garcia Councilor Allan Landavazo Councilor Yogash Kumar Councilor Fran Palochak
MCKINLEY COUNTY COMMISSION	Commissioner Billy Moore Commissioner Tommy Nelson
Absent:	Commission Chairperson Bill Lee
Also present:	Maryann Ustick, City Manager Anthony Dimas, County Manager Curtis Hayes, City Attorney Doug Decker, County Attorney

The City Council and the County Commission conducted a work session pertaining to the following topic:

1. Legislative Priorities for the City of Gallup and McKinley County for the 2020 Session of the New Mexico Legislature

Mayor McKinney provided opening remarks for the basis of holding the joint work session. He introduced the following members of the local legislative delegation in attendance: State Rep. Patty Lundstrom and State Rep. Wonda Johnson. State Senator George Munoz arrived at 1:45 P.M.

Ms. Ustick presented the City of Gallup's Legislative Priorities for the 2020 Legislative Session. A copy of the City's Legislative Priorities are attached hereto, marked as **Exhibit A** and are made a part of these official Minutes.

Mr. Dimas presented McKinley County's Legislative Priorities for the 2020 Legislative Session. A copy of the County's Legislative Priorities are attached hereto, marked as **Exhibit B** and are made a part of these official Minutes.

Ms. Ustick, Mr. Dimas and City and County staff members in attendance answered questions posed by the legislators regarding the priorities presented. There was no

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official action taken by the City Council and the County Commission during the work session.

There being no further business, the work session adjourned.

Jackie McKinney, Mayor

ATTEST:

Alfred Abeita II, City Clerk

Budget/Funding Priorities:

1. Hold Harmless: City will lose approximately \$1.2 million in Hold Harmless reductions by July 2020. Since the enactment of HB 641 the City of Gallup loses an additional \$200k every year in hold harmless claw backs by the State. City has made reductions in expenditures over the past 5 fiscal years but will have to cut services for next fiscal year, raise fees for services and staff will again be asked to do more with less with no compensation increases. This makes retention of staff a tremendous challenge — especially public safety staff.
2. Behavioral Health Investment Zone (BHIZ) Funding: City (along with Rio Arriba County) has been designated a BHIZ Zone and has been receiving \$500,000 in a state grant annually. The BHIZ Grant Program expires this year and needs renewal. BHIZ funds have been used to enhance very basic protective custody services at Gallup Detox by funding counseling and medical services. It has also been used to provide program coordination services by the BHIZ Program Manager, Debra Martinez, who ensures that services provided by various non-profit and public agencies are coordinated resulting in less gaps and duplication in critically needed services.

Capital Outlay Priorities:

1. New Public Safety Building Construction Project: Construct a new public safety facility for the City's Police Department and Municipal Court. Building will be two stories approximately 41,000 SF. It will house the Municipal Court and police program areas such as command, patrol, records, evidence, armory, investigations, narcotics, canine, and training.

Existing building was built in 1971 as a combination police/court/jail facility. It is now 48 years old, and it is in poor structural condition with differential foundation settlement and floor heave throughout the building. Reinforced jail wing makes full renovation, rehabilitation, and improvements cost prohibitive. The City has already accomplished the design. City has already received 6 million from last year from the Governor's Capital Outlay.

Funding will be used for construction - \$9,000,000.

2. Coal Avenue Commons Construction Project: To construct a public commons area from Fourth Street to First Street on downtown Coal Avenue. This area will be used for public events and as an economic development and revitalization engine for the City's downtown area. The city has already accomplished the design. This includes a new storm drainage system, reconstructed plaza sidewalks, street lighting, and streetscapes. Funding for Phase I construction from Fourth Street to Second Street has already been secured from state capital outlay, MainStreet capital outlay, Municipal Arterial Program (MAP) funds and city funds.

Funding will be used for construction of Phase II - \$2,494,223.

3. East Nizhoni Boulevard Reconstruction Project: To plan, design, and reconstruct East Nizhoni Boulevard from the South Second Street intersection to the College Drive intersection. This roadway segment is a four lane highway that serves as the main arterial to the City's hospital campus. Reconstruction will include new storm drainage system; curb, gutter, and sidewalks; roadway surface; water, sewer, and effluent utility mains; and street light repositioning. It also includes geometric safety improvements at each intersection/end including a dedicated northbound turn lane at Second Street. City has already acquired \$350,000 plus nonparticipating match.

Funding will be used for planning, design, and construction - \$5,033,952 (including utilities.)

City of Gallup Legislative Priorities

4. New Regional Library / Community Resource Center Building Construction Project: To plan, design, and construct a replacement for the existing City library. The existing library was built in 1975 and it is now structurally deficient. Further, library outgrew its existing facility space necessitating a split between adult function and children functions into two separate make-do facilities. City has completed a programmatic study for a new facility of 44,963 SF. Construction funding will be sought after design completion.

Funding will be used for design - \$1,112,000.

5. Red Rock Park Performers Quarters Renovations: To plan, design, and reconstruct the performers quarters at Red Rock Park. Existing facility was built in 1974, and it has deteriorated beyond feasible reconstruction. Hopefully, project will be completed before the 100th anniversary of the Gallup Inter Tribal Indian Ceremonial in 2022.

Funding will be used for planning, design, and construction - \$1,359,000.

6. New Regional Senior Citizens Center Construction Project: To plan, design, and construct a new Regional Senior Citizens Facility. This facility will replace an old elementary school that has been converted in the past into a senior center. It regionally serves the City, McKinley County, and Navajo Nation residents and it is severely overcrowded. Construction funding will be sought after design completion. City is presently completing a programmatic study for a new facility.

Funding will be used for design - \$588,000.

7. West Aztec Avenue Storm Drainage Improvements: To construct a storm water drainage system for West Aztec Avenue. Current storm drainage is practically nonexistent and unsafe for traffic during rain and snow accumulation. City has the design currently in-progress.

Funding will be used for construction. \$1,441,000.

8. Washington Park (TDFL) Track Reconstruction Project: To plan, design, and reconstruct an existing running track around the TDFL Football Field. This track requires running surface reconstruction and storm drainage improvements. It is used both by elders as an exercise walking track and elementary school children for physical fitness and track meets.

Funding will be used for planning, and design - \$92,000.

9. Police Vehicles Procurement: To acquire 10 replacement patrol vehicles for the Police Department - \$476,000.

10. New Regional Animal Shelter Construction Project: To plan, design, and construct a new Regional Animal Shelter. The existing shelter is a pre-engineered frame building that the city leases to use for the shelter operated by the Humane Society. It regionally serves the City, McKinley County, and Navajo Nation residents. It is severely overcrowded and the shelter often has to turn animals away. City is presently completing a programmatic study for a new facility. Construction funding will be sought after design completion.

Funding will be used for design - \$469,000.

McKinley County Legislative Priorities

Budget Priorities

1. McKinley County Adult Detention Center (ADC) - plan design and construct using the existing Juvenile Detention Center and adding on
 - a. Number 1 on McKinley County's ICIP 2021-2025
 - i. #2021-001
 - b. Estimated Cost \$30 million
 - i. Asking for \$10 million, County will fund the remaining \$20 million
2. Economic Development / Industrial Site Development – plan, design and construct a “spec building” to bring in Economic Development
 - a. Number 11 on McKinley County's ICIP 2021-2025
 - i. #2023-001
 - b. Estimated Cost for one “spec building” - \$15 million
3. Bridges County Wide – plan, design and construct bridges throughout the county. McKinley County owns and maintains 48 bridges county wide and the current posted weight limits of these bridges prohibit school buses, fire trucks, ambulance and other public safety vehicles from crossing them.
 - a. Number 3 on McKinley County's ICIP 2021-2025
 - i. #2021-003
 - b. Superman Canyon Bridge(s) is next priority: estimated at \$2 million
4. Public Safety Vehicles for Sheriff's Office – purchase and equip public safety vehicles for McKinley County
 - a. Number 6 on McKinley County's ICIP 2021-2025
 - i. #2022-001
 - b. Cost per vehicle to purchase and equip: \$60,000
 - i. Would like 5 vehicles: 5 x 60K = \$300,000
5. Event Center – plan, design and construct a multipurpose event center within McKinley County
 - a. Number 26 on McKinley County's ICIP 2021-2025
 - i. #2025-006
 - ii. Estimated Cost \$5 million, asking for \$5 million
6. Hold Harmless – McKinley County stands to lose an estimated \$500K in Hold Harmless reductions by the end of this current fiscal year, FY 20 (June 2020). In FY 21 we anticipate to lose \$600k and then in FY 22 we estimate \$725K.

Capital Outlay Priorities

1. Restroom Trailer – purchase and equip portable restroom trailer for Prewitt Bi-County Fair
 - a. Estimated Cost \$60K
2. Security Cameras/Fencing – purchase and equip HD Cameras and/or Fencing to be installed at the Courthouse Square to provide security and safety
 - a. Estimated Cost \$100K
3. COG Vehicle SUV – purchase Sports Utility Vehicle for Northwest New Mexico Council of Governments
 - a. Estimated Cost \$45K
4. Transport Van – purchase and equip prisoner transport vehicle to be able to transport both female and male in the same vehicle
 - a. Estimated Cost \$60K each
 - b. Requesting two vehicles, one for Sheriff's Office and one for Detention Center
 - i. \$120K total
5. Thoreau Fire/EMS Department Remodel – McKinley County has just purchased land and a building in Thoreau and now needs funding to plan, design and construct the remodel of that building
 - a. Estimated Cost \$750K
 - b. Asking for \$250K, county will fund the remaining cost
6. Utility Terrain Vehicle (UTV) and Trailer – purchase and equip UTV and Trailer for McKinley County Sheriff's Office to use for search and rescues, in rural areas and in the forest where there are no road
 - a. Estimated Cost \$30K for both
 - b. Possibility to move with county sheriff's vehicle request
7. County Roads – plan, design and construct improvements to the following County Roads:
 - a. CR51 – Wide Rock Road (Gibson Road) – Thoreau Area
 - i. Commissioner Moore, Rep. Alcon, Sen. Munoz District's
 - ii. Estimated Cost \$150K
 - b. CR6 – Cousins Road – Vanderwagon Area
 - i. Commissioner Nelson, Rep. Alcon, Sen. Munoz District's
 - ii. Estimated cost \$300K
 - c. CR49B – Rainbow Trail Road – Pinedale Area
 - i. Commissioner Nelson, Rep. Johnson, Sen. Munoz District's
 - ii. Estimated cost \$200K
8. Thoreau Senior Center Remodel – plan, design and construct improvements to the Thoreau Sr. Center
 - a. Estimated Cost \$200K

Minutes of the Regular Meeting of the Gallup City Council, City of Gallup, New Mexico held in the Council Chambers at Gallup City Hall, 110 W. Aztec Avenue, at 6:00 p.m. on Tuesday, December 10, 2019.

The meeting was called to order by Mayor McKinney.

Upon roll call, the following were present:

Mayor:	Jackie McKinney
Councilors:	Linda Garcia Allan Landavazo Yogash Kumar Fran Palochak
Also present:	Maryann Ustick, City Manager Curtis Hayes, City Attorney

Presented to the Mayor and Councilors for their approval were the Minutes of the Regular Meeting of November 12, 2019.

Councilor Palochak made the motion to approve the aforementioned minutes. Seconded by Councilor Garcia. Roll Call: Councilors Palochak, Garcia, Landavazo, Kumar and Mayor McKinney all voted yes.

Presented to the Mayor and Councilors for their approval were the following Discussion/Action Topics:

1. Presentation Only: 3rd Annual North Fest Update – Rose Eason, Gallup Arts Director

Ms. Eason presented a PowerPoint presentation outlining the 3rd annual event, held on Saturday, September 14, 2019 at the Larry Brian Mitchel Center. Ms. Eason highlighted key changes from previous years including growth and the change of location of the event. Ms. Eason thanked Councilor Garcia for sponsoring the event again.

2. Discussion and Direction Regarding Options for the Gallup Business Improvement District – Maryann Ustick, City Manager

Mayor McKinney said public comment would be permitted after Ms. Ustick's presentation, with a time limit and no interruptions.

In response to petitions received from Business Improvement District (BID) property owners to dissolve the Gallup Bid and in consideration of the Annual Report presented to Council on November 12, 2019 by the BID Board of Directors, Ms. Ustick provided

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Mayor and City Councilors three (3) options to consider for the future of the Gallup Bid including, but not limited to:

1. Dissolve the Bid
2. Revoke the appointments of the current BID Board members and temporarily transfer management of the BID to the city until another non-profit organization can be identified to assume BID oversight or a new board is appointed.
3. Continue management and oversight of the BID under the existing Board and amend the existing BID ordinance to mandate compliance with the specific requirements set forth in the New Mexico statute enabling the creation of BID Districts.

In addition to the information presented by the BID board on November 12th, Francis Bee, BID Executive Director, provided an additional report and documentation for consideration just prior to the meeting.

Ms. Ustick provided a list of requirements under State Statute the BID must adhere to, including:

- Provide a list of improvements to be provided by the BID District
- Provide the estimated amount of benefit to be conferred on each track or parcel of real property in the BID by the projects implemented by the BID
- Submit a budget annually for review and approval by the City Council
- Provide a report annually to City Council on the district's activities for the preceding fiscal year, which includes a complete financial statement and the benefits of the districts programs to the real property business owners of the district.

After researching the State Statute and current BID Ordinance, it was found that the BID is not in compliance with all requirements.

Louie Bonaguidi, Chairman, answered questions posed by Councilor Landavazo regarding the reasons for not satisfying State Statute requirements, the seemingly limited number of property owners who have benefited and how money is spent and who is involved in that process.

Councilor Palochak commented on the receipt of financials just before the meeting, a solution that will satisfy those who are in favor of dissolving the BID, the unavailability of an assessment detailing benefits of the entire district and the importance of fiscal responsibility when dealing with public money.

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In response to Councilor Garcia, Ms. Ustick clarified the BID is not currently in compliance with the State Statue and provided a brief explanation of how that could be fixed. Mr. Bonaguidi provided assurance that they would do what's necessary to be in compliant. Councilor Garcia noted 35 businesses who rescinded their signatures from the petition and expressed her support of the BID and the current board members while working to comply with State Statue.

Mr. Bonaguidi introduced all BID board members including Steve Gurley, Archie Baca, Anna Biava-Kozeliski, James Rich and Micky Menapace.

Mr. Gurley, who has been on the board since its conception, expressed his support of the BID and commented on the benefits and responsibilities of the organization; concerns with payments from the City and things the city could help with, therefore, freeing up funding.

Patty Holland, CFO, and Francis Bee, BID Director provided clarification regarding assessment payments made by the City to the BID.

Councilor Palochak asserted the BID acknowledge they are not in compliant and make efforts to become compliant, recommended what should have been included in the report and highlighted some of the positive things the BID has done.

Councilor Landavazo advised the board on developing a budget based on historical data when revenue isn't on hand and make adjustments as needed.

Ms. Biava, BID Treasurer and property owner, acknowledged where improvements need to be made and stressed the amount of time and effort spent ensuring all money is spent responsibly and with property owners and business owner's best interest. She also pointed out the collaborative efforts the BID has made and maintained the focus of the BID and all of the Board members has and will continue to be progress.

Mr. Bee explained the financial controls in place when expending funds and noted 3 members representing the City were in attendance at every board meeting, including the City Manager, Assistant City Manager and a Councilor which led to an assumption that the City was informed.

Mr. Baca, BID Member, expressed his support of the BID and the Director and his willingness to continue his work for the community.

Brief discussion followed regarding the City Manager and whether State Statue requirements were ever discussed with the BID Board and the rescinded signatures included in the provided documentation.

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Brett Newberry, Friend of the BID, provided a brief history regarding his participation in the BID, noting his appreciation to the Gurley and Menapace family's for their support of implementing the BID. Mr. Newberry provided reasons he believes the BID should be terminated including property evaluations, consumer traffic and the lack of accountability and made recommendations should the City decide to continue its support of the BID. Mr. Newberry commended Kara Smith and the Mainstreet program and suggested the City provide more funding to MainStreet instead of the continued support of the BID.

Bob Rosebrough, BID property owner, also spoke on behalf of terminating the BID due to the limited amount of tangible improvements made over the past 9 years and the failure to comply with the State Statue.

Rhonda Quintana, Mainstreet Board Member, expressed her concerns regarding the petition and misrepresentation by those who facilitated it.

Mayor McKinney provided clarification regarding the petition.

Dominic Biava, former BID Member, provided a list of things the BID was meant to accomplish including physical improvements, activity promotion and to promote businesses as well as investors. He encouraged everyone to work together.

Rose Eason, conveyed the importance of the downtown community with in a city, spoke on the State Statue and its exclusivity to fund only physical improvements and the positive effects events like ArtsCrawl have on downtown districts.

Mr. Sam Rasheed, BID property owner, expressed concerns he has with the BID, including lack of authority, not outsourcing projects, projects that do not cover the entire vicinity of the BID and the fact that he did not receive notification on a recently scheduled open house.

Discussion followed regarding the downtown light project to which Mayor McKinney requested a financial breakdown and the notifications sent out regarding the open house.

Mary Walker, BID Business Owner, recommended not dissolving the BID until a plan to replace it is in order.

Councilor Kumar made recommendations including amending the BID ordinance to reflect the State Statue; Board education for all members and a monthly report emailed to all business/property owners as well as Mayor, Councilors and ex-officials.

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Councilor Garcia echoed Councilor Kumar's recommendations in addition to the continuance of hosting open house events.

Discussion followed regarding potential structural and staffing issues and alley and sidewalk construction.

Councilor Landavazo made the motion to continue management and oversight of the BID under the existing Board and amend the existing BID ordinance to mandate compliance with the specific requirements set forth in the New Mexico statute enabling the creation of BID Districts. Seconded by Councilor Palochak. Roll call: Councilors Landavazo, Palochak, Kumar, Garcia and Mayor McKinney all voted yes.

Ms. Ustick will work on a monthly communication and include those in the ordinance and provide Mayor and Councilors with a draft.

Mayor McKinney stressed the importance of holding the BID and the director accountable moving forward.

3. Resolution No. R2019-50; A Resolution in Support of the Coal Avenue Commons Main Street Funding – Maryann Ustick, City Manager

MainStreet Gallup, applied for \$800,000 in construction funds for the Coal Avenue Commons Project, which was tentatively approved by the New Mexico MainStreet Capital Outlay Funding Program. However, one of the conditions is that the City provide a Resolution of support. Ms. Ustick provided a brief explanation of the grant process, and said if approved the grant agreement would be brought back to Mayor and Councilors at a later date. She also introduced Kara Smith, Gallup MainStreet Director. Ms. Smith thanked everyone for their continued support.

Discussion followed regarding the funding of Phase 1 and what that consists of. Ms. Ustick mentioned the BID Board normally funds the operation of MainStreet which enables them to operate, however, that has not been done this year.

Mayor McKinney thanked Ms. Smith for her work in obtaining the grant.

Councilor Palochak made the motion to approve Resolution No. R2019-50; a resolution in support of Coal Avenue Commons Main Street funding. Seconded by Councilor Garcia. Roll call: Councilors Palochak, Garcia, Landavazo, Kumar and Mayor McKinney all voted yes.

4. Coal Ave Commons Construction Management Proposal Approval – Maryann Ustick, City Manager

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Due to the start of construction on the Coal Avenue Commons Project, approval of a construction management contract is needed, which will provide fulltime inspections in place that meet New Mexico Department of Transportation (NMDOT) requirements. Ms. Ustick stressed the importance of those requirements, the major impact on downtown and the need for a fulltime inspector. Project Funding is sufficient and will come from the Capital Outlay of \$677,00 and the Municipal Artillery Program

Councilor Landavazo made the motion to approve Coal Ave Commons Construction Management Proposal. Seconded by Councilor Kumar. Roll call: Councilors Landavazo, Kumar, Palochak, Garcia and Mayor McKinney all voted yes.

5. Appointment of John Hartog to the Gallup Housing Authority Board – Mayor McKinney

Mayor McKinney recommended the appointment of John Hartog to the Gallup Housing Authority Board.

Councilor Garcia made the motion to approve the appointment of John Hartog to the Gallup Housing Authority Board. Seconded by Councilor Palochak. Roll call: Councilors Garcia, Palochak, Landavazo, Kumar and Mayor McKinney all voted yes.

6. Ratification of Collective Bargaining Agreement with Gallup Police Officers Association (GPOA) – Patty Holland, Chief Financial Officer

Ms. Holland presented the agreement, noting the inclusion into the City's Safety Incentive Program where employees are rewarded financially for having good safety on the job, have completed necessary safety training and have no accidents on the job. Including the 49 police officers will cost the City \$11,515. The contract is a 3-year term, however, economic reopeners will take place in the Spring after the Legislative Sessions.

Councilor Kumar made the motion to approve the ratification of Collective Bargaining Agreement with Gallup Police Officers Association. Seconded by Councilor Garcia. Roll call: Councilors Kumar, Garcia, Palochak, Landavazo and Mayor McKinney all voted yes.

7. Allison Substation Transformer Purchase – John Wheeler, Electric Director

Mr. Wheeler presented the request for the approval to purchase a transformer for the rebuild process of the Allison Substation. The original engineers estimate was \$1.5 million. Upon receiving bids from 14 prospective vendors it was determined the only qualifying bid was from McKinley Sales of Albuquerque in the amount of \$808,678. the

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addition of Sales Tax brings the total to \$875,960. Funds are available in the Allison Substation project.

Discussion followed regarding the engineers estimate verses the Bid amount and the confidence in the company.

Councilor Palochak made the motion to approve the Allison Substation transformer purchase. Seconded by Councilor Kumar. Roll call: Councilors Palochak, Kumar, Landavazo, Garcia and Mayor McKinney all voted yes.

8. Electric Department ICIP Amendments and Budget Adjustment Request – John Wheeler, Electric Director

Electric Department staff conducted a review of projects and prioritized projects according to their strategic initiative. Mr. Wheeler provided a list of projects to be closed and or changed as well as a list of new projects. By closing out the listed projects, funding for those can be used on other imperative projects, including a system inventory. Mr. Wheeler also presented the budget adjustments of \$225,000 for the purchase of a URD Fault Locator and a multi-purpose wire/cable puller/ tensioner and another \$65,000 for a Cost of Service Study to be conducted after the strategic initiatives are complete.

Discussion followed on the importance of the pole testing with regard to cellular service and future FCC mandates and the equipment used when electric lines are placed underground.

Councilor Landavazo made the motion to approve Electric Department ICIP Amendments and Budget Adjustment Request. Seconded by Councilor Palochak. Roll call: Councilors Landavazo, Palochak, Kumar, Garcia and Mayor McKinney all voted yes.

9. Resolution No. R2019-47; Appointment of UAMPS Member Representatives – John Wheeler, Electric Director

Mr. Wheeler presented the proposed resolution to appoint himself as the member representative to the Utah Association of Municipal Power Systems (UAMPS) and appoint Charles Nourse as the alternate. USAMPS is a political subdivision of the State of Utah that provides comprehensive wholesale electric energy, transmission and other energy services on a non-profit basis to community owned power systems throughout the intermountain west.

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Councilor Kumar made the motion to approve Resolution No. R2019-47; Appointment of UAMPS Representatives. Seconded by Councilor Palochak. Roll call: Councilors Kumar, Palochak, Landavazo, Garcia and Mayor McKinney all voted yes.

10. Award of Contract for Comprehensive Housing Analysis for the Greater Gallup Area – C.B. Strain, Planning & Development Director

On August 27, 2019 Mayor and Councilors accepted the Legislative Appropriation in the amount of \$100,000. to conduct a comprehensive housing analysis for the greater Gallup area. The intent of study is to determine housing needs for the Gallup area, excluding LMI or subsidized housing units. The goal is to develop a plan that invites development in order to spur economic growth.

Requests for Proposals (RFP) went out and five firms responded. The RFP Evaluation Committee evaluated each proposal and met on November 25th to score proposals using criteria developed and included in the RFP. After thorough review and discussion, the Evaluation Committee selected Sites Southwest as the firm most qualified for the project. The reason for this selection is based on the extensive experience and expertise Sites Southwest has in performing housing studies of this type for cities comparable to Gallup. Sites Southwest came in at \$97,524. Including tax.

Brief discussion followed regarding the time frame for which the project must be done by and the June 30th deadline in order to receive the funds.

Mayor McKinney requested Mr. Strain attend a meeting with Mr. Jason Valentine scheduled for Tuesday at 9:00 a.m.

Councilor Garcia made the motion to approve the award of contract for comprehensive housing analysis for the Greater Gallup Area. Seconded by Councilor Kumar. Roll call: Councilors Garcia, Kumar, Palochak, Landavazo and Mayor McKinney all voted yes.

11. Ordinance No. S2019-6; New Mexico Water Trust Board Loan/Grant Agreement WPF-4823, Navajo Gallup Water Supply Project Reach 27.10 Funding – Dennis Romero, Water Department Director

Mr. Romero presented the proposed ordinance authorizing the City to enter into a loan/grant agreement with the Water Trust Board in the grant amount of \$1,720,864 and loan amount of \$1,147,242 at an interest rate of 0% and annual administrative fee rate of .25% for Reach 27.10. The remainder of project funding, in the amount of \$5,158,732 will be provided by a Financial Assistance Agreement with the U.S. Bureau of Reclamation.

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Discussion followed regarding funding committed by the State of New Mexico. Mayor McKinney requested a total list of the City's obligations and an overview of what has been fulfilled by the State.

Councilor Palochak made the motion to approve New Mexico Water Trust Board Loan/Grant Agreement WPF-4823 Navajo Gallup Water Supply Project Reach 27.10 as presented. Seconded by Councilor Landavazo. Roll call: Councilors Palochak, Landavazo, Kumar, Garcia and Mayor McKinney all voted yes.

12. Budget Adjustment for Rebuild of Red Rock Lift Station – Dennis Romero, Water Department Director

Mr. Romero said two pumps failed at the Red Rock Lift Station and have been operating for about 9 months with help from Jacobs and Waste Water staff using a manual pumping solution. The City budgeted \$80,000 in its FY20 ICIP budget, however, Jacobs submitted a proposal in the amount of \$86,461.54 to complete the project. Mr. Romero requested a \$7,000. budget adjustment to make up the difference and approval of amendment of the FY20 ICIP to show budgeted line item increase to \$87,000. for the Red Rock Lift Station Rebuild Project.

Discussion followed regarding the glove factory and its utilization of the lift station and the Waste Water Enterprise Fund.

Councilor Kumar made the motion to approve the budget adjustment for the rebuild of the Red Rock Lift Station in the amount of \$7,000. from Waste Water Enterprise Fund and to amend FY20 ICIP to show a budgeted line item increase from \$80,000 to \$87,000. Seconded by Councilor Garcia. Roll call: Councilors Kumar, Garcia, Palochak, Landavazo and Mayor McKinney all voted yes.

13. Budget Adjustment to Replace Existing Boiler at the Gallup Aquatic Center – Vince Alonzo, Parks Department Director

Mr. Alonzo presented a budget increase in the amount of \$26,991.59 to replace and install a new Raypak boiler at the Aquatic Center.

Discussion followed regarding shutdown time of the facility, who will complete the parts of the project Dallago's excluded from the Bid and the Joint Powers Agreement with McKinley County Schools.

Councilor Landavazo made the motion to approve budget adjustment to replace the existing boiler at the Gallup Aquatic Center in the amount of \$26,991.59. Seconded by

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Councilor Palochak. Roll call: Councilors Landavazo, Palochak, Kumar, Garcia and Mayor McKinney all voted yes.

14. Resolution No. R2019-48; Acceptance of Reappropriation 19-D4056 for Veteran's Memorial Glass Panels – Vince Alonzo, Parks Department Director

As part of the 2019-2020 State budget, State Legislatures reappropriated the City \$50,000 to renovate and purchase glass panels for the existing pillar at the Veterans Memorial in the Courthouse Square. Mr. Alonzo requested approval to accept the grant, change the designated grantee points of contact to Mr. Alonzo and Ms. Holland, approve the resolution and budget increase in revenue and expenditures of \$50,000.

Discussion followed regarding a list of new names, maintenance and the process for correcting existing names.

Councilor Palochak made the motion to approve Resolution No. R2019-48; Acceptance of Reappropriation 19-D4057 for Veteran's Memorial Glass Panels in the amount of \$50,000 as presented. Seconded by Councilor Garcia. Roll call: Councilors Palochak, Garcia, Landavazo, Kumar and Mayor McKinney all voted yes.

15. Resolution No. R2019-49; Acceptance of Reappropriation 19-D4057 for Veteran's Memorial Glass Panels – Vince Alonzo, Parks Department Director

As part of the 2019-2020 State budget, State Legislature reappropriated the City \$25,000 to renovate and purchase glass panels for the existing pillars at the Veteran's Memorial in the Courthouse Square. Mr. Alonzo requested acceptance of the grant, change the designated grantee points of contact to Mr. Alonzo and Ms. Holland and approve the resolution and budget increase in revenue and expenditures of \$25,000.

Councilor Kumar made the motion to approve Resolution No. R2019-49; Acceptance of reappropriation 19-D4057 for Veteran's Memorial Glass Panels, accept the State Grant in the amount of \$25,000. and change the designated points of contact as presented. Seconded by Councilor Palochak. Roll call: Councilor Kumar, Palochak, Kumar, Garcia and Mayor McKinney all voted yes.

16. Budget Adjustment for the Grant Agreement Between the New Mexico Department of Transportation and the City of Gallup (Contract Number TSO4643) – Franklyn Boyd, Police Chief

Chief Boyd presented the grant award to the Gallup Police Department from the New Mexico Department of Transportation for a number of projects including End Driving

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While Impaired, \$38,318; Buckle Up /Click It or Tick, \$4,998 and Selective Traffic Enforcement Program/100 Days and Nights of Summer, \$14,994 totaling \$58,310.

Councilor Garcia made the motion to approve budget adjustment for the Grant Agreement between the New Mexico Department of Transportation and the City of Gallup Contract #TSO4643 in the amount of \$58,310. Seconded by Councilor Kumar. Roll call: Councilors Garcia, Kumar, Palochak, Landavazo and Mayor McKinney all voted yes.

Comments By Public on Non-Agenda Items

None

Comments By Mayor and City Councilors

Councilor Landavazo thanked Vince Alonzo and staff for all they have done in decorating the City for the holiday season and wished everyone a Merry Christmas.

Councilor Kumar thanked all City staff and mentioned a recent accident that occurred and wished every a safe and happy holiday.

Councilor Garcia also thanked Vince Alonzo and Tammi Moe for their help with the Northfest Festival and wished everyone a Merry Christmas and a blessed New Year.

Mayor McKinney also thanked all City Staff and wished all a Merry Christmas and Happy New Year.

Comments By City Manager and City Attorney

Mr. Hayes said McKinley County requested a presentation on the Navajo Gallup Water Project, therefore, Mr. Romero presented a PowerPoint presentation and did an outstanding job representing the City.

Ms. Ustick mentioned the start of the LED Street Light Project set to start in January and the Employee Recognition Event scheduled for this Saturday.

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There being no further business, Councilor Palochak made the motion to adjourn the meeting. Seconded by Councilor Garcia. Roll Call: Councilors Palochak, Garcia, Landavazo, Kumar and Mayor McKinney all voted yes.

Jackie McKinney, Mayor

Alicia Palacios, Deputy City Clerk

**APPROVAL AND ACCEPTANCE
OF THE
LOCAL LIQUOR EXCISE TAX
ACCOUNTABILITY REPORT**

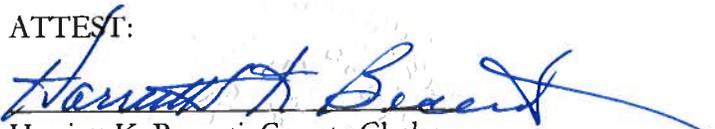
WHEREAS, the Board of County Commissioners of McKinley County in open meeting on November 19, 2019, reviewed the attached Accountability Report for calendar year 2019 2nd Quarter Report; and, has by motion accepted and approved the same pursuant to NMSA 1978 §7-24-10.1.

McKINLEY COUNTY BOARD OF COMMISSIONERS:

DATE: 11/25/2019

By: 
Bill Lee, Chairperson

ATTEST:


Harriett K. Becenti, County Clerk

WHEREAS, the City of Gallup Council in open meeting on December 10, 2019, reviewed the attached Accountability Report for calendar year 2019 2nd Quarter Report; and, has by motion accepted and approved the same pursuant to NMSA 1978 §7-24-10.1.

CITY OF GALLUP:

DATE: _____

By: _____
Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

**APPROVAL AND ACCEPTANCE
OF THE
LOCAL LIQUOR EXCISE TAX
ACCOUNTABILITY REPORT**

WHEREAS, the Board of County Commissioners of McKinley County in open meeting on November 19, 2019, reviewed the attached Accountability Report for calendar year 2019 3rd Quarter Report; and, has by motion accepted and approved the same pursuant to NMSA 1978 §7-24-10.1.

McKINLEY COUNTY BOARD OF COMMISSIONERS:

DATE: 11/25/2019

By: 
Bill Lee, Chairperson

ATTEST:


Harriett K. Becenti, County Clerk

WHEREAS, the City of Gallup Council in open meeting on December 10, 2019, reviewed the attached Accountability Report for calendar year 2019 3rd Quarter Report; and, has by motion accepted and approved the same pursuant to NMSA 1978 §7-24-10.1.

CITY OF GALLUP:

DATE: _____

By: _____
Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

2018 & 2019 Quarterly Report Data

ADMISSIONS	2018 Detox	2019 Detox
1st Quarter	6504	8448
2nd Quarter	6297	7459
3rd Quarter	6992	6816
4th Quarter	6755	7092

TRANSPORT	2018 Detox	2019 Detox
1st Quarter	3767	4009
2nd Quarter	3621	4734
3rd Quarter	3912	4140
4th Quarter	3749	3560

JSACC	2018	2019
type	active/new	active/new
1st Quarter	22/8	23/10
2nd Quarter	8/5	18/9
3rd Quarter	14/28	20/2
4th Quarter	28/6	23/3

DWI IOP	2018	2019
type	active/new	active/new
1st Quarter	32/16	33/18
2nd Quarter	21/10	35/17
3rd Quarter	8/6	27/13
4th Quarter	30/21	23/12

*active is "new" AND current clients together
 **new is clients who enrolled strictly in that quarter

**QUARTER 2 FY19
LET Report Data
JSACC**

April: Case Management: **0 NEW, 9 TOTAL**
Prevention Presentations: **0**

May: Case Management: **7 NEW, 16 TOTAL**
Botvin Life Skills: **6 (Unduplicated)**
Prevention Presentations: **1 – Rehoboth Christian School**

June: Case Management: **2 NEW, 18 TOTAL**
Prevention Presentations: **2 – RMCH Behavioral Health, DWI
Awareness Day (MARDE Cart Experience)**

- Revitalized relationships with schools and JPO since new Case Manager started during 1st Quarter.
- Training and certification for evidence-based curriculum (Botvin Life Skills) during the month of April
- Training for Boys Council/Girls Circle in May with certification scheduled for October.

**QUARTER 3 FY19
LET Report Data
JSACC**

July: Case Management: **1 NEW, 19 TOTAL**
Prevention Presentations: **3 – Zuni Housing Authority – Youth Group (2), JPSA Prevention Day (MARDE Cart Experience)**

August: Case Management: **1 NEW, 20 TOTAL**
Prevention Presentations: **7 – Wingate High School (4), Zuni Housing Authority – Youth Group, Wingate Elementary School, Central High School**

September: Case Management: **0 NEW, 20 TOTAL**
Prevention Presentations: **3 – Wingate High School, Gallup Mid School, Six Directions School**

- Fewer referrals for a variety of reasons; schools out of session, JPO capacity, JPO referrals for Assessments (without additional case management services)
- Training for Boys Council/Girls Circle in May with certification scheduled for October.

**QUARTER 4 FY19
LET Report Data
JSACC**

October: Case Management: **1 NEW, 21 TOTAL**
Prevention Presentations: **1 – JPO Diversion Group**

November: Case Management: **1 NEW, 18 TOTAL**
Prevention Presentations: **5 – Tobacco Merchant Education,
various locations**

December: Case Management: **1 NEW, 14 TOTAL**
Prevention Presentations: **2 – Wingate Middle School &
Dorms**

- Fewer referrals for a variety of reasons; JPO capacity, JPO referrals for Assessments (without additional case management services), Hearing Authority/schools sending students to GIMC for counseling
- Boys Council/Girls Circle certification obtained in October.
- Plans to begin a Botvin Life Skills group at Wingate Middle School in January

Best of the Best FY20 Budget_x000D_

Walt Eddy	\$50,000
Secretary (1)	\$4,000
Assistant (1)	\$2,000
Announcer (1)	\$4,500
Timers (4)	\$6,000
Judges (4)	\$10,800
Music (1)	\$3,000
Chute Boss (1)	\$2,500
Pick up man (1)	\$1,350
Gate Man (1)	\$1,350
Check in MGR	\$650
Check in (6)	\$1,500
Stock Crew (15)	\$15,750
Total Crew Cost	\$103,400

Break away	\$7,800
Tie Down	\$6,500
Team Roping	\$6,000
S/W	\$1,440
Goats	\$3,000
PTR	\$3,440
PRR	\$3,000
Frgt	\$9,500
Total Stock cost	\$40,680

Break Away	\$37,000
Tie Down	\$27,000
Team Roping (HD &HL)	\$58,000
S/W	\$9,000
Goats	\$19,000

Best of the Best FY20 Budget_x000D_

Barrels	\$27,000
Poles	\$21,000
PTR	\$19,200
PRR	\$6,000
Pay Out Total	\$223,200

Website	\$400
Tent	\$1,500
Hay	\$3,200
Banners	\$3,000
36 Go Round Buckles	\$4,500
Tent For Check in	\$2,000
Misc	\$10,000
Other Total	\$24,600

Total Expenses	\$391,880
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500 Stalls	\$57,500
100 Uncovered	\$8,000
158 RV Spaces	\$43,500
450 Secretary Fee	\$15,750
Sponsorship	\$50,000
Barrels	\$30,000
Poles	\$22,500
Goats	\$20,000
Tie Down	\$30,000
Team Roping	\$65,000
S/W	\$7,500
Breakaway	\$42,500
PTR	\$24,000
PRR	\$7,500

Best of the Best FY20 Budget_x000D_

Total Revenue	\$423,750
Difference (+/-)	\$31,870

Best of the Best Budget FY20_x000D_

Walt Eddy	\$55,000
Secretary (1)	\$4,000
Assistant (1)	\$2,000
Announcer (1)	\$5,000
Timers (2)	\$3,500
Judges (2)	\$5,900
Music (1)	\$4,000
Chute Boss (1)	\$3,000
Pick up man (1)	\$1,850
Gate Man (1)	\$1,850
Stock Crew (15)	\$16,750
Total Crew Cost	\$102,850

Break away	\$7,800
Tie Down	\$6,500
Team Roping	\$6,000
S/W	\$1,440
Goats	\$3,000
PTR	\$3,440
PRR	\$3,000
Frgt	\$9,500
Total Stock cost	\$40,680

Tent	\$1,500
Hay	\$3,200
Banners	\$3,000
36 Go Round Buckles	\$4,500
Tent For Check in	\$2,000
Misc	\$10,000
Other Total	\$24,200

Break Away	\$37,000
Tie Down	\$27,000
Team Roping (HD &HL)	\$58,000

Best of the Best Budget FY20_x000D_

S/W	\$9,000
Goats	\$19,000
Barrels	\$27,000
Poles	\$21,000
PTR	\$19,200
PRR	\$6,000
Pay Out Total	\$223,200

Total Expenses \$390,930

500 Stalls	\$60,000
100 Uncovered	\$6,000
242 RV Spaces	\$31,944
450 Secretary Fee	\$15,750
Sponsorship	\$50,000
Barrels	\$30,000
Poles	\$22,500
Goats	\$20,000
Tie Down	\$30,000
Team Roping	\$65,000
S/W	\$7,500
Breakaway	\$42,500
PTR	\$24,000
PRR	\$7,500

Total Revenue \$412,694

Difference (+/-) \$21,764

MANAGEMENT AND PROMOTION CONTRACT 2020

This Agreement is entered into this 14th day of January, 2020 by and between the City of Gallup, a New Mexico municipal corporation, hereinafter referred to as “CITY” and Walt Eddy, an individual, hereinafter referred to as “EDDY”.

WHEREAS, the City of Gallup has lost the National Junior High Rodeo Finals which is hosted for nine years; and

WHEREAS, EDDY was a key member of the committee for putting on the rodeo; and

WHEREAS, the City of Gallup desires to fill the time slot at Red Rock State Park with some type of rodeo or other equestrian event; and

WHEREAS, the City of Gallup has contracted with EDDY over the past six (6) years to promote and put on the “Best of the Best” timed event rodeo.

IT IS HEREBY AGREED by and between the parties as follows:

1. The event will be the seventh annual “Best of the Best-Timed Event Rodeo”.
2. CITY will be owner of the event entitled to all income and profits and be responsible for all costs and expenses.
3. EDDY is contracted by CITY to promote and run all aspects of the event with his expertise in timed events.
4. CITY agrees to pay EDDY, for his services, the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00), plus gross receipts tax. Said sums payable as follows:
 - \$15,000 on January 31, 2020 plus GRT
 - \$15,000 on April 30, 2020 plus GRT
 - \$20,000 on July 31, 2020 plus GRT

5. In return for the payment in Paragraph 3 above, EDDY will pay for all of his own expenses, including travel expenses and any other expenses that he may incur in promoting the event for CITY. In addition, EDDY will be responsible for contracting with all announcers, timers, judges, stock vendors, and all other aspects of the timed event invitations.

6. EDDY will be responsible for promoting ten (10) events which will include the following:

- Breakaway Roping
- Goat Tying
- Barrel Racing
- Pole Bending
- Calf Roping
- Heading
- Healing
- Steer Wrestling
- Parent Team Roping
- Parent Ribbon Roping

7. The “Best of the Best” will commence check-in and registration on the Sunday before the date it is scheduled and will have two (2) full rounds of timed events starting Tuesday morning, with the short go-round on Saturday evening. There will be nine performances starting with slack Tuesday morning and performances Tuesday evening, two on Wednesday, two on Thursday, two on Friday and the final two on Saturday.

8. CITY will be responsible for payment of the following: (total expenditures to professional rodeo staff will not exceed \$50,000.00)

- one (1) rodeo secretary,
- one (1) assistant secretary,
- one (1) music DJ,
- one (1) chute boss,
- one (1) pick up man,
- one (1) gate man
- two (2) timers,
- two (2) judges,
- one (1) announcer,
- fifteen (15) stock crew
-

9. CITY will also provide \$3,000 as “add-on” money for the winners of each Event.

10. The CITY, owning the timed event invitational, will be entitled to all revenue from the entire event, including but not limited to, stall rentals, RV space rentals, parent armbands, jackpot arena, parking, office charges, sponsorships, and trade show. In addition, CITY will be entitled to all entry commissions which are based upon \$50.00 per event per entry.

11. The City will control all RV space rentals during the event.

12. All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by regular mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup: City Manager
 City of Gallup
 P.O. Box 1270
 Gallup, New Mexico 87305-1270

 Provided: Walt Eddy
 P.O. Box 687
 Gallup, New Mexico 87305-0687

13. The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City of Gallup. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person nor property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents.

IN WITNESS WHEREOF, the parties hereto have read, understood and accept the terms aforementioned and executed this Agreement on the date set forth in the first paragraph hereof.

By: _____
Walt Eddy

Date: _____

CITY OF GALLUP:

By: _____
Jackie D. McKinney, Mayor

Date: _____

Attest: _____
Alfred Abeita, City Clerk



New Mexico Youth Conservation Corps Commission



Michelle Lujan Grisham,
Governor

Sharon Hickey
Chair

Andrew Frederick
Vice Chair

Sarah Wood
Executive Director

Public Members:

Amanda Getchell
Sharon Hickey
Alicia Littlebear
Mel Loucks
Marlene Yanez

Agency Members

Stephanie Garcia Richard
Commissioner, SLO
Dana Vackar-Strang

Ryan Stewart
Cabinet Secretary, PED
Zach Chavez

Brian Blalock
Cabinet Secretary, CYFD
Cassie Ruiz

Sarah Cottrell Propst,
Cabinet Secretary, EMNRD
Andrew Frederick

City of Gallup
PO Box 1270
Gallup, NM 87305
December 11, 2019

This letter is to inform you that the Youth Conservation Corps Commission has awarded City of Gallup \$114,915.59 for your proposal submitted in response to RFP 90-522-19-00508. This award is made subject to the following conditions: None.

To accept this award, please fill out and sign the attached 'Award Acceptance Form', attach a copy of your liability insurance (if required) and return to our office. Scanned copies sent to sarah.wood@state.nm.us are acceptable.

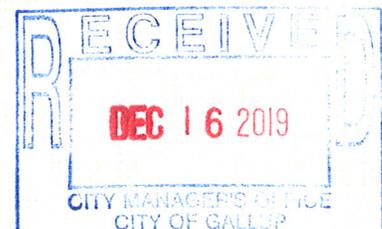
Next steps:

- After we receive your award acceptance, YCC will prepare and send you a contract for your review and signature.
- Once the contract is signed by all parties, YCC will send you a "Letter to Proceed", at which point you may begin work on the project. **Any work performed or any invoices submitted before receiving a "Letter to Proceed" will not be reimbursed.**
- Enter your technical and cost proposal into the YCC Web Based RFP site exactly as written in the hard copy or as amended by the conditions stated above.
<https://wwwapps.emnrd.state.nm.us/YCC/YCCPTS/RFP/>

The YCC staff will hold project administration workshops and provide web resources for the benefit of project coordinators and finance personnel who will be administering the YCC project. We will notify you when the workshops will occur or when resources are available.

Congratulations on your funding,

Sarah Wood
YCC Executive Director



January 7, 2020

MEMORANDUM

To: Gallup City Council

From: Clyde (C.B.) Strain, Planning & Development Director _____

Ref: Ordinance No. S2020-1; Draft language amending certain text regulating the maximum number of accessory structures thereby increasing the maximum number of accessory structures from one (1) to three (3) for certain zone districts.

BACKGROUND

The City of Gallup Planning and Development Department has initiated a request before the Gallup City Council for review and final approval of draft language amending Section 10-2-B-a “Residential” Subsections 10-2-B-a-i-A2, 10-2-B-a-ii-A2, 10-2-B-a-iii-A1b, and 10-2-B-a-iv-A2b of the “District Specific Standards” of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico.

The amendment will delete certain text and add certain new text thereby increasing the maximum number of accessory structures per lot from one (1) to three (3).

DISCUSSION

Currently Subsections 10-2-B-a-i-A2, 10-2-B-a-ii-A2, 10-2-B-a-iii-A1b, and 10-2-B-a-iv-A2b of the City of Gallup Land Development Standards limits the number of accessory structures to one (1) per lot within the Rural Residential (RR), Single Family Residential (SFR-A,B&C), Multi-Family Residential Low (MFRL), and Multi-Family Residential Medium (MFRM) Zone Districts. It is staff’s opinion that limiting the number of accessory structures to one (1) within these districts is too restrictive.

An increase in the number of permitted accessory structures would give property owners more options when locating accessory structures upon their properties. For example increasing the maximum number of accessory structures from one (1) to three (3) would allow a property owner to locate a storage shed, detached gazebo, and either a car port or detached garage on their property. This would not otherwise be permitted with the restriction of one (1) per lot. All accessory structures would still have to meet all setback requirements from property boundary lines and all separation requirements from the principal structure and other accessory structures.

FINDINGS

It is the findings of staff that the proposed text amendment to the Municipal Code of the City of Gallup, New Mexico will create more flexibility and provide more options to property owners when locating accessory structures upon their properties. It is also the opinion of staff that an increase in the number of accessory structures from one (1) to three (3) for the above mentioned zone districts will not have an adverse effect on surrounding properties provided all setback and separation requirements are met. Staff recommends approval of Ordinance No. S2020-1.

The City of Gallup Planning and Zoning Commission reviewed this request at their regular meeting on November 13, 2019 and sends a positive recommendation to the Gallup City Council for approval of Ordinance No. S2020-1 with Resolution of Recommendation No. RP2019-10.

ORDINANCE NO. S2020-1

AN ORDINANCE CONCERNING ZONING; AMENDING SECTION 10-2-B-a “RESIDENTIAL” SUBSECTIONS 10-2-B-a-i-A2, 10-2-B-a-ii-A2, 10-2-B-a-iii-A1b, 10-2-B-a-iv-A2b, OF THE “DISTRICT SPECIFIC STANDARDS” OF TITLE 10 “LAND DEVELOPMENT STANDARDS” OF THE MUNICIPAL CODE OF THE CITY OF GALLUP, NEW MEXICO BY DELETING CERTAIN TEXT AND CREATING NEW TEXT AS FOLLOWS:

AMENDING SECTION 10-2-B-a “RESIDENTIAL” SUBSECTIONS 10-2-B-a-i-A2, 10-2-B-a-ii-A2, 10-2-B-a-iii-A1b, 10-2-B-a-iv-A2b, OF THE “DISTRICT SPECIFIC STANDARDS” OF TITLE 10 “LAND DEVELOPMENT STANDARDS” OF THE MUNICIPAL CODE OF THE CITY OF GALLUP, NEW MEXICO BY AMENDING TEXT WITHIN THE DISTRICT SPECIFIC STANDARDS SECTIONS OF ZONE DISTRICTS RURAL RESIDENTIAL (RR), SINGLE FAMILY RESIDENTIAL (SFR), MULTI-FAMILY RESIDENTIAL LOW (MFRL), AND MULTI-FAMILY RESIDENTIAL MEDIUM (MFRM), THEREBY INCREASING THE PERMITTED NUMBER OF ACCESSORY STRUCTURES FROM ONE (1) TO THREE (3).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GALLUP, NEW MEXICO, that:

Section 1. Subsection 10-2-B-a-i-A2 “District Specific Standards” of the Rural Residential (RR) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by deletion of text as follows:

“2. A maximum of **one (1)** accessory **structure** may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Section 2. Subsection 10-2-B-a-i-A2 “District Specific Standards” of the Rural Residential (RR) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by addition of new text to read as follows:

“2. A maximum of **three (3)** accessory **structures** may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Section 3. Subsection 10-2-B-a-ii-A2 “District Specific Standards” of the Single Family Residential, Detached (SFR) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by deletion of text as follows:

“2. A maximum of **one (1)** accessory **structure** may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Section 4. Subsection 10-2-B-a-ii-A2 “District Specific Standards” of the Single Family Residential, Detached (SFR) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by addition of new text to read as follows:

“2. A maximum of **three (3)** accessory **structures** may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Section 5. Subsection 10-2-B-a-iii-A1b “District Specific Standards” of the Multi-Family Residential Low (MFRL) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by deletion of text as follows:

“b. A maximum of ~~one (1)~~ accessory ~~structure~~ may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Section 6. Subsection 10-2-B-a-iii-A1b “District Specific Standards” of the Multi-Family Residential Low (MFRL) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by addition of new text to read as follows:

“b. A maximum of three (3) accessory structures may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Section 7. Subsection 10-2-B-a-iv-A2b “District Specific Standards” of the Multi-Family Residential Medium (MFRM) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by deletion of text as follows:

“b. A maximum of ~~one (1)~~ accessory ~~structure~~ may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Section 8. Subsection 10-2-B-a-iv-A2b “District Specific Standards” of the Multi-Family Residential Medium (MFRM) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by addition of new text to read as follows:

“b. A maximum of three (3) accessory structures may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Section 9. This ordinance shall become effective after its passage and publication by title and summary as provided by law.

PASSED, ADOPTED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

CITY OF GALLUP, MCKINLEY COUNTY, NEW MEXICO

BY: _____
Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

RESOLUTION NO. RP2019-10

A RESOLUTION FOR A POSITIVE [] NEGATIVE RECOMMENDATION TO THE GALLUP CITY COUNCIL FOR APPROVAL OF ORDINANCE NO. S2020-1 CONCERNING ZONING; AMENDING SECTION 10-2-B-a “RESIDENTIAL” SUBSECTIONS 10-2-B-a-i-A2, 10-2-B-a-ii-A2, 10-2-B-a-iii-A1b, 10-2-B-a-iv-A2b, OF THE “DISTRICT SPECIFIC STANDARDS” OF TITLE 10 “LAND DEVELOPMENT STANDARDS” OF THE MUNICIPAL CODE OF THE CITY OF GALLUP, NEW MEXICO BY DELETING CERTAIN TEXT AND CREATING NEW TEXT

WHEREAS, Staff has made recommendation to the Planning and Zoning Commission requesting a text amendment amending Section 10-2-b-a “Residential” Subsections 10-2-b-a-i-a2, 10-2-b-a-ii-a2, 10-2-b-a-iii-a1b, 10-2-b-a-iv-a2b, of the “District Specific Standards” of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico by amending text within the District Specific Standards sections of zone districts Rural Residential (RR), Single Family Residential (SFR), Multi-Family Residential Low (MFRL), and Multi-Family Residential Medium (MRFM), thereby increasing the permitted number of accessory structures from one (1) to three (3) as follows;

Subsection 10-2-B-a-i-A2 “District Specific Standards” of the Rural Residential (RR) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by deletion of text as follows:

“2. A maximum of ~~one (1)~~ accessory ~~structure~~ may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Subsection 10-2-B-a-i-A2 “District Specific Standards” of the Rural Residential (RR) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by addition of new text to read as follows:

“2. A maximum of three (3) accessory structures may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Subsection 10-2-B-a-ii-A2 “District Specific Standards” of the Single Family Residential, Detached (SFR) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by deletion of text as follows:

“2. A maximum of ~~one (1)~~ accessory ~~structure~~ may be provided if they meet the standards for accessory structures in Section 10-3-C.”

Subsection 10-2-B-a-ii-A2 “District Specific Standards” of the Single Family Residential, Detached (SFR) Zone District, of Title 10 “Land Development Standards” of the Municipal Code of the City of Gallup, New Mexico is amended by addition of new text to read as follows:

"2. A maximum of **three (3)** accessory **structures** may be provided if they meet the standards for accessory structures in Section 10-3-C."

Subsection 10-2-B-a-iii-A1b "District Specific Standards" of the Multi-Family Residential Low (MFRL) Zone District, of Title 10 "Land Development Standards" of the Municipal Code of the City of Gallup, New Mexico is amended by deletion of text as follows:

"b. A maximum of ~~one (1)~~ accessory ~~structure~~ may be provided if they meet the standards for accessory structures in Section 10-3-C."

Subsection 10-2-B-a-iii-A1b "District Specific Standards" of the Multi-Family Residential Low (MFRL) Zone District, of Title 10 "Land Development Standards" of the Municipal Code of the City of Gallup, New Mexico is amended by addition of new text to read as follows:

"b. A maximum of **three (3)** accessory **structures** may be provided if they meet the standards for accessory structures in Section 10-3-C."

Subsection 10-2-B-a-iv-A2b "District Specific Standards" of the Multi-Family Residential Medium (MFRM) Zone District, of Title 10 "Land Development Standards" of the Municipal Code of the City of Gallup, New Mexico is amended by deletion of text as follows:

"b. A maximum of ~~one (1)~~ accessory ~~structure~~ may be provided if they meet the standards for accessory structures in Section 10-3-C."

Subsection 10-2-B-a-iv-A2b "District Specific Standards" of the Multi-Family Residential Medium (MFRM) Zone District, of Title 10 "Land Development Standards" of the Municipal Code of the City of Gallup, New Mexico is amended by addition of new text to read as follows:

"b. A maximum of **three (3)** accessory **structures** may be provided if they meet the standards for accessory structures in Section 10-3-C."; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission after notice as required by law; and

WHEREAS, the Planning and Zoning Commission deems it in the best interest of the public that this request for text amendment be recommended for [] approval [] denial.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF GALLUP, SITTING AS THE BOARD OF ADJUSTMENT, that:

1. The City of Gallup Planning and Zoning Commission hereby sends to the Gallup City Council a [] POSITIVE [] NEGATIVE recommendation for approval of Ordinance No. S2020-1 amending certain text as described above.

PASSED, ADOPTED AND APPROVED THIS 13TH DAY OF NOVEMBER 2019

CITY OF GALLUP, MCKINLEY COUNTY

BY: 

KENT WILSON, CHAIRMAN
PLANNING AND ZONING COMMISSION

ATTEST:



Clyde (C.B.) Strain, Planning & Development Director
Secretary Planning and Zoning Commission

MINUTES

Regular City Council Meeting – 5/14/2013

Page 2

Councilor Cecil Garcia made the motion to approve the request for street closures for the Annual Memorial Day and Veterans' Day Parades. Seconded by Councilor Landavazo. Roll call: Councilors Cecil Garcia, Landavazo, Linda Garcia and Mayor McKinney all voted aye.

2. Appointment of Joseph Urycki to the Sustainable Energy Board – Mayor Jackie McKinney

Mayor McKinney asked for the Councilors ratification to appoint Mr. Urycki to the Board. Bill Bright of the Sustainable Energy Board also spoke in favor of Mr. Urycki's appointment to the Board.

Councilor Landavazo made the motion to appoint Joseph Urycki to the Sustainable Energy Board. Seconded by Councilor Linda Garcia. Roll call: Councilors Landavazo, Linda Garcia, Cecil Garcia and Mayor McKinney all voted aye.

3. Appointment of Councilor Yogash Kumar to the Board of Directors of the Northwest New Mexico Council of Governments – Mayor Jackie McKinney

Mayor McKinney recommended the appointment of Councilor Kumar to fill the vacancy on the Board created by the departure of former Councilor Mike Enfield.

Councilor Linda Garcia made the motion to appoint Councilor Yogash Kumar to the Board of Directors of the Northwest New Mexico Council of Governments. Seconded by Councilor Cecil Garcia. Roll call: Councilors Linda Garcia, Cecil Garcia, Landavazo and Mayor McKinney all voted aye.

4. Approval of a Request to the Department of the Army for a Piece of Military Equipment for the Downtown Veterans Memorial – Mayor Jackie McKinney

Mayor McKinney said the Gallup-Veterans Committee is requesting a piece of surplus military artillery to be placed on display at the Veteran Memorial. The request will be made with the assistance of Congressman Ben Ray Lujan for the surplus equipment, such as a firearm, tank or helicopter from the Department of the Army based on the completion of the required application. The equipment will be free of charge to the City; however, the City will need to specify the amount it will be willing to pay for the freight charges on the application. Mayor McKinney recommended specifying a range of \$1,000 to \$5,000 on the application for the freight charges and asked for the Councilors' approval of the request.

MINUTES

Regular City Council Meeting – 5/14/2013

Page 3

Councilor Cecil Garcia asked if an additional piece of equipment could be requested for placement at Hillcrest Cemetery. Mayor McKinney said additional pieces of equipment will be included on the application as long as it can be transported on one truck. Mayor McKinney also said the City must specify the location of where the equipment will be placed.

Councilor Landavazo recommended requesting any surplus equipment that may be available from the local yard of the National Guard. Mayor McKinney said the request for surplus equipment from the local yard could be included on the application which would eliminate the freight cost.

Following discussion, Councilor Landavazo made the motion to approve the request to Department of the Army for surplus military equipment to be placed at the Downtown Veterans Memorial and at the Veterans Cemetery at Hillcrest Cemetery. Seconded by Councilor Cecil Garcia. Roll call: Councilors Landavazo, Cecil Garcia, Linda Garcia and Mayor McKinney all voted aye.

5. Ratification of the Acceptance of a Special Warranty Deed from Sam Koike for Property Located at 105 and 105 ½ West Princeton Avenue – George Kozeliski, City Attorney

Mr. Kozeliski said the City entered into an agreement in 2011 with Sam and Marie Koike to allow the City to enter onto the property to demolish the structure, to haul-off the demolition debris and to file a lien on the property for the costs of demolition and removal of the debris. Mr. and Mrs. Koike would be required to pay-off the existing mortgage, deed the property to the City, and pay all property taxes until the property is deeded to the City. Since 2011, Mrs. Koike passed away. On the day prior to the last regular meeting, Mr. Koike delivered the deed to the City as staff verified that all of the property taxes were paid and that the mortgage was released. If the City did not accept the deed until the next regular meeting, the City would be responsible for additional taxes owed on the property; therefore, in accordance with the agreement, the Mayor accepted the deed and the deed was recorded. Mr. Kozeliski asked the Mayor and Councilors to officially ratify the acceptance and the recording of the special warranty deed.

Councilor Cecil Garcia made the motion to ratify the acceptance of the special warranty deed from Sam Kioke for the property located at 105 and 105 ½ West Princeton Avenue. Seconded by Councilor Landavazo. Roll call: Councilors Cecil Garcia, Landavazo, Linda Garcia and Mayor McKinney all voted aye.



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

From: **Jenkins, Mark J CIV USARMY TACOM (USA)** <mark.j.jenkins1.civ@mail.mil>

Date: Tue, Dec 10, 2019 at 9:08 AM

Subject: HOWITZER STATIC DISPLAY REQUEST FOR THE CITY OF GALLUP NM

To: mayor@ci.gallup.nm.us <mayor@ci.gallup.nm.us>

Cc: pio@GallupNM.gov <pio@gallupnm.gov>

Good Morning Mayor McKinney,

Thank you for providing the initial documents required for the conditional loan of military equipment for a memorial and/or historical display. If you are still interested in receiving an M102 Howitzer for your organization, please provide the information below.

A current copy of the approved Minutes or Resolution citing board approval from the City/Township Council, County Board of Commissioners, and/or other appropriate law making governing body. This document must show that the appropriate governing body will assume all responsibility for the upkeep and safety of the display item with the understanding that equipment cannot be placed on privately owned property.

Verification that the M102 Howitzer will be displayed at the Static Display site depicted on the attached "Gallup NM Static Display Site Map".

This equipment is located at Sierra Army Depot, Herlong, CA. A specification sheet is enclosed for your reference. Please be advised that although the item is set aside for your organization, these additional requirements must be met in order to gain approval for its release.

You must construct a concrete display pad. Under normal conditions, 8 inches of 4000 psi air entrained concrete on clean compacted sand with one layer of 6 x 6 welded wire fabric at slab midpoint is sufficient. We request that you provide a photo of the completed pad. Please include in the background, as a point of reference, a park sign, your post home, other military static equipment, etc., as applies.

Provide a letter from the organization that will transport the M102 Howitzer from its current location at Sierra Army Depot, to your display site. The letter should be on the company's letterhead and include a point of contact, phone number, fax number and Department of Transportation (DOT) number. The transporter may FAX his letter directly to our office, if preferred.

The current processing and release cost for the M102 Howitzer is \$117.25. Request that you send a certified or

cashier's check made payable to the US Treasury to cover this cost, once your concrete pad is completed. The check should be mailed with all other required paperwork to:

US ARMY TANK AUTOMOTIVE AND ARMORMENTS COMMAND (TACOM)
ATTN: AMSTA-LCL-IFM M/S 731 , Mr. Mark Jenkins
6501 East 11 Mile Road
Warren, MI 48397-5000

If you determine that you are interested in obtaining this equipment, please inform this office within thirty days of the date of this correspondence. If the Army Donations Program Office does not receive a response within thirty days, your request will be cancelled.

Confidentiality Notice: This email message, including any attachments, is for the sole use of the intended recipient(s) and may or may not contain sensitive and privileged information protected by the privacy act. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Please send me an e-mail to let me know that you received this information and that you were able to open the attachments.

If you have any questions on this information, please give me a call or send me an e-mail.

Thank You

R/S

Mark J. Jenkins

Logistics Management Specialist

Life Cycle Logistics Directorate

Fleet Management Support Team

U.S. Army Tank-automotive and Armaments Command (TACOM)

E-Mail: mark.j.jenkins1.civ@mail.mil

Phone: (586)282-3277 / DSN: 786-3277

Fax: (586) 282-3316

6501 E. 11 Mile Rd.

AMTA-LCL-IF, MS 731

Detroit Arsenal, MI 48397-5000

808 S. Boardman Drive
Gallup, NM 87301-4711
Phone: 505-863-6274



NM Contractors Lic. # 31338
WFS 0022777720110712

January 7, 2020

City of Gallup
110 West Aztec Avenue
Gallup, NM 87301

Proposal
City of Gallup Howitzer Cannon Display Downtown Plaza

Scope of work:

- 1. Demo area, form and pour concrete:
 - Pour colored concrete pad 8x19 8" thick 4000 PSI with air
 - 6x6 welded wire
 - Reset existing brick to accommodate new slab

\$6,425.00

- 2. Pick up, deliver and set Howitzer Cannon from Sierra Army Depot.

\$4,808.00

Sub-total	\$11,233.00
NMGRT: 8.3125%	\$933.74
Total:	\$12,166.74

EXCLUSIONS:

- | | | |
|--------------------------|----------------------------|------------------------|
| -Bonds/Builders Risk | -SWPP & BMP | -Construction Fencing |
| -Permits By Owner | -Surveying & Layout | -Unforeseen Conditions |
| -Testing | -Hard Rock Excavation | |
| -Engineering/Inspections | -Other Subs spoils removal | |
| | -Compaction Testing | |

If accepted, this proposal is to become part of the subcontract agreement.
Thank you for the opportunity to bid on this project.

Sincerely,

ACCEPTED BY: _____ DATE: _____

PRINT/TYPE NAME: _____ TITLE: _____

Fee Proposal

DePauli Engineering and Surveying LLC
307 S. 4th Street
Gallup, NM 87301

City of Gallup - 2018/2019/07/P
For Project Development (Design Engineering Services)
Project: **Nizhoni Blvd and 2nd Street Intersection** - Participating Item 1
NMDOT CN _____
Date: September 30, 2019

<u>Description</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	40	\$198.00	\$7,920.00
Project Engineer	120	\$144.00	\$17,280.00
Engineer Intern	100	\$96.00	\$9,600.00
Engineer Technician	60	\$75.00	\$4,500.00
Construction Inspector, Senior	0	\$96.00	\$0.00
Construction Inspector	0	\$75.00	\$0.00
CAD operator/Drafter, Senior	90	\$80.00	\$7,200.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	80	\$96.00	\$7,680.00
Land Surveyor	20	\$144.00	\$2,880.00
Two (2) man crew	24	\$207.00	\$4,968.00
Three (3) man crew	0	\$248.00	\$0.00
Technical Support	30	\$57.50	\$1,725.00
Mileage	125	\$0.58	\$72.50
		Subtotal	\$63,825.50
Subconsultants:			
Parametrix - Intersection			\$37,018.51
Primero Planning - Environmental			\$10,000.00
Aerial Photography - Physiographics			<u>\$3,500.00</u>
		Subtotal	\$114,344.01
		NMGRT	<u>\$9,504.85</u>
Total: Nizhoni Blvd and 2nd Street Intersection			\$123,848.86
Project Development - Participating Item 1			

Fee Proposal

DePauli Engineering and Surveying LLC
307 S. 4th Street
Gallup, NM 87301

Fee Proposal - City of Gallup - 2018/2019/07/P
For Construction Management and Bidding Assistance
Project: **Nizhoni Blvd and 2nd Street Intersection** - Participating Item 1
NMDOT CN _____
Date: September 30, 2019

<u>Direct Labor</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	48	\$198.00	\$9,504.00
Project Engineer	180	\$144.00	\$25,920.00
Engineer Intern	140	\$96.00	\$13,440.00
Engineer Technician	40	\$75.00	\$3,000.00
Construction Inspector, Senior	225	\$96.00	\$21,600.00
Construction Inspector	95	\$75.00	\$7,125.00
CAD operator/Drafter, Senior	80	\$80.00	\$6,400.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	120	\$96.00	\$11,520.00
Land Surveyor	24	\$144.00	\$3,456.00
Two (2) man crew	0	\$207.00	\$0.00
Three (3) man crew	32	\$248.00	\$7,936.00
Technical Support	48	\$50.00	\$2,400.00
Mileage	400	\$0.58	\$232.00
Reproduction 8 1/2" x 11"	5000	\$0.12	\$600.00
Reproduction 24" x 36"	700	\$4.00	\$2,800.00
Reproduction other	0	\$0.00	<u>\$0.00</u>
	Subtotal		\$115,933.00
	NMGRT		<u>\$9,636.93</u>

Total: Nizhoni Blvd and 2nd Street Intersection **\$125,569.93**
Construction Management and Bidding Assistance
Participating Item 1

Fee Proposal

DePauli Engineering and Surveying LLC
307 S. 4th Street
Gallup, NM 87301

City of Gallup - 2018/2019/07/P
For Project Development (Design Engineering Services)
Project: **Nizhoni Blvd Street Segment - Participating Item 2**
NMDOT CN _____
Date: September 30, 2019

<u>Description</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	96	\$198.00	\$19,008.00
Project Engineer	300	\$144.00	\$43,200.00
Engineer Intern	260	\$96.00	\$24,960.00
Engineer Technician	120	\$75.00	\$9,000.00
Construction Inspector, Senior	0	\$96.00	\$0.00
Construction Inspector	0	\$75.00	\$0.00
CAD operator/Drafter, Senior	240	\$80.00	\$19,200.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	160	\$96.00	\$15,360.00
Land Surveyor	48	\$144.00	\$6,912.00
Two (2) man crew	60	\$207.00	\$12,420.00
Three (3) man crew	0	\$248.00	\$0.00
Technical Support	80	\$57.50	\$4,600.00
Mileage	125	\$0.58	\$72.50
		Subtotal	\$154,732.50
Subconsultants:			
Primero Planning - Environmental			\$5,000.00
Aerial Photography - Physiographics			<u>\$5,000.00</u>
		Subtotal	\$164,732.50
		NMGRT	<u>\$13,693.39</u>
Total: Nizhoni Blvd Street Segment			\$178,425.89
Project Development - Participating Item 2			

Fee Proposal

DePauli Engineering and Surveying LLC
307 S. 4th Street
Gallup, NM 87301

Fee Proposal - City of Gallup - 2018/2019/07/P
For Construction Management and Bidding Assistance
Project: **Nizhoni Blvd Street Segment** - Participating Item 2
NMDOT CN _____
Date: September 30, 2019

<u>Direct Labor</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	96	\$198.00	\$19,008.00
Project Engineer	300	\$144.00	\$43,200.00
Engineer Intern	260	\$96.00	\$24,960.00
Engineer Technician	80	\$75.00	\$6,000.00
Construction Inspector, Senior	320	\$96.00	\$30,720.00
Construction Inspector	120	\$75.00	\$9,000.00
CAD operator/Drafter, Senior	80	\$80.00	\$6,400.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	160	\$96.00	\$15,360.00
Land Surveyor	24	\$144.00	\$3,456.00
Two (2) man crew	0	\$207.00	\$0.00
Three (3) man crew	32	\$248.00	\$7,936.00
Technical Support	80	\$50.00	\$4,000.00
Mileage	309	\$0.58	\$179.22
Reproduction 8 1/2" x 11"	5000	\$0.12	\$600.00
Reproduction 24" x 36"	700	\$4.00	\$2,800.00
Reproduction other	0	\$0.00	\$0.00
	Subtotal		\$173,619.22
	NMGRT		<u>\$14,432.10</u>

Total: Nizhoni Blvd Street Segment **\$188,051.32**
Construction Management and Bidding Assistance
Participating Item 2

Fee Proposal

DePauli Engineering and Surveying LLC
307 S. 4th Street
Gallup, NM 87301

City of Gallup - 2018/2019/07/P
For Project Development (Design Engineering Services)
Project: **Nizhoni Blvd and College Drive Intersection** - Alternative
NMDOT CN _____
Date: September 30, 2019

<u>Description</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	24	\$198.00	\$4,752.00
Project Engineer	68	\$144.00	\$9,792.00
Engineer Intern	56	\$96.00	\$5,376.00
Engineer Technician	36	\$75.00	\$2,700.00
Construction Inspector, Senior	0	\$96.00	\$0.00
Construction Inspector	0	\$75.00	\$0.00
CAD operator/Drafter, Senior	40	\$80.00	\$3,200.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	42	\$96.00	\$4,032.00
Land Surveyor	10	\$144.00	\$1,440.00
Two (2) man crew	12	\$207.00	\$2,484.00
Three (3) man crew	0	\$248.00	\$0.00
Technical Support	24	\$57.50	\$1,380.00
Mileage	80	\$0.58	\$46.40
		Subtotal	\$35,202.40
Subconsultants:			
Parametrix - Intersection			\$14,870.63
Primero Planning - Environmental			\$3,500.00
Aerial Photography - Physiographics			<u>\$1,750.00</u>
		Subtotal	\$55,323.03
		NMGRT	<u>\$4,598.73</u>
Total: Nizhoni Blvd and College Drive Intersection			\$59,921.76
Project Development - Alternative			

Fee Proposal

DePauli Engineering and Surveying LLC
307 S. 4th Street
Gallup, NM 87301

Fee Proposal - City of Gallup - 2018/2019/07/P
For Construction Management and Bidding Assistance
Project: **Nizhoni Blvd and College Drive Intersection** - Alternative
NMDOT CN _____
Date: September 30, 2019

<u>Direct Labor</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	24	\$198.00	\$4,752.00
Project Engineer	80	\$144.00	\$11,520.00
Engineer Intern	64	\$96.00	\$6,144.00
Engineer Technician	20	\$75.00	\$1,500.00
Construction Inspector, Senior	96	\$96.00	\$9,216.00
Construction Inspector	36	\$75.00	\$2,700.00
CAD operator/Drafter, Senior	36	\$80.00	\$2,880.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	68	\$96.00	\$6,528.00
Land Surveyor	12	\$144.00	\$1,728.00
Two (2) man crew	0	\$207.00	\$0.00
Three (3) man crew	16	\$248.00	\$3,968.00
Technical Support	24	\$50.00	\$1,200.00
Mileage	400	\$0.58	\$232.00
Reproduction 8 1/2" x 11"	4000	\$0.12	\$480.00
Reproduction 24" x 36"	600	\$4.00	\$2,400.00
Reproduction other	0	\$0.00	\$0.00
	Subtotal		\$55,248.00
	NMGRT		<u>\$4,592.49</u>

Total: Nizhoni Blvd and College Drive Intersection
Construction Management and Bidding Assistance
Alternative **\$59,840.49**

EAST NIZHONI BOULEVARD RECONSTRUCTION PRJ
Estimated Project Budget

=	NM 610 Intersection Improvements		\$ 640,000.00		2019 MAP Application.
=	Roadway Reconstruction		\$ 1,760,000.00		2019 MAP Application.
=	College Dr Intersection Improvements		\$ 400,000.00		2019 MAP Application.
NP	Utilities Reconstruction				Cncptl Estimate \$1,000,000.
	Bid Additives				
=					
=					
	NM Gross Receipt Tax	8.3125%	\$ 232,750.00		Gallup GRT
	Cooperative Educational Services SIOH	0.0000%	\$ -		
Construction Changes		0.0000%		\$ -	
1					
2					
	NM Gross Receipt Tax	8.3125%	\$ -		Gallup GRT
	Cooperative Educational Services SIOH	0.0000%	\$ -		
Incidental Costs		10.0000%	\$ 303,275.00	\$ 303,275.00	
	Total Estimated Costs			\$ 4,071,683.24	
	Collateral Equipment	0.0000%	\$ -	\$ -	
	NWCOG Fiscal Agency SIOH	0.0000%			
	Grand Total Estimated Costs			\$ 4,071,683.24	
PROJECT BALANCE				\$ (3,714,183.24)	
123	Soft Number (Estimate)				
123	Hard Number (PO or Contract)				
COST RECAP					
	Indirect Costs	9.6114%	\$ -	\$ 362,196.50	
	Project Planning	0.0000%	\$ -		Architect/Engineer
	Project Development	9.6114%	\$ 362,196.50		Architect/Engineer
	Direct Costs	90.3886%		\$ 3,406,211.74	
	Project Delivery	9.9103%	\$ 373,461.74		Architect/Engineer
	Construction Award	80.4783%	\$ 3,032,750.00		Construction Contractor
	Construction Changes		\$ -		Construction Contractor
	Total Project Costs	100.0000%		\$ 3,768,408.24	
	Incidental Costs		\$ 303,275.00		
			\$ 4,071,683.24	CHECKSUM F75	
	Architect/Engineer	19.5217%	\$ 735,658.24		
	Construction Contractor	80.4783%	\$ 3,032,750.00		
		100.0000%	\$ 3,768,408.24	CHECKSUM F89	



Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

December 2, 2019

Kara Q. Smith
Executive Director, Gallup MainStreet Arts & Cultural District
director@gallupmainstreet.org

Maryann Ustick
Manager, City of Gallup
mustick@gallupnm.gov

Dear Kara and Maryann,

New Mexico MainStreet and the Economic Development Department are pleased to announce that Gallup MainStreet Arts & Cultural District, in partnership with the City of Gallup, has been awarded \$800,000 in FY2020 NMMS Capital Outlay Public Infrastructure funding for the Phase 1 Construction of the Coal Avenue Commons project. We have already issued a Press Release and could potentially look at scheduling a Press Conference in Gallup at some point during the grant period to highlight/celebrate the award.

This year's application process was very competitive, and not everyone who applied received funding. The Evaluation Committee was very impressed by your application and duly recommended awarding \$800,000 for the project. MainStreet Public Infrastructure funding is already in place and will be ready to spend once grant agreements are in place. New Mexico Economic Development Department Cabinet Secretary Alicia J. Keyes has approved the award and is very excited to get these grant funds working in your community.

The next step is to get the "Resolution of Administrative and Financial Support" from the City of Gallup to insure fulfillment of the 20 percent matching requirement for the grant. Once received, Julie Blanke, the NMMS Public Infrastructure Grant Monitor, will prepare and send you a detailed Grant Agreement to be signed by an authorized agent of the City of Gallup. Please review the Grant Agreement carefully, in particular Sections II, III, XV and XVI. The agreement will outline the grant administration process and



Michelle Lujan Grisham • Governor
Alicia J. Keyes • Cabinet Secretary

project requirements based on your proposed project and the recommendations of the Evaluation Committee. I will also assign our New Mexico MainStreet Project Coordinator to help coordinate the project on our side and work with you to identify additional funding sources for the second phase of construction.

Congratulations on your award! Gallup MainStreet Arts & Cultural District selected a very worthy project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel J. Gutierrez". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Daniel J. Gutierrez
Director, New Mexico MainStreet Program
New Mexico Economic Development Department
daniel.gutierrez2@state.nm.us
(505) 827-0151

CC: City of Gallup

Places (“AIPP amount”) (\$0)¹, if applicable, which equals eight hundred thousand dollars (\$800,000.00) (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance and the Grantee’s receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee’s expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department’s Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the

Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Economic Development Department
Name: Julie Blanke
Title: Program Planning Specialist
Address: EDD/MainStreet, PO Box 20003, Santa Fe, NM, 87504-5003
Email: julie.blanke@state.nm.us
Telephone: 505-827-0363

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2021 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: de-authorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description

and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
 - (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying

language prohibiting lobbying to be included in the award documents for all sub-awards, including subcontracts, loans and cooperative agreements. All sub-recipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Gallup in partnership with Gallup MainStreet Arts & Cultural District may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Gallup in partnership with Gallup MainStreet Arts & Cultural Districts’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Gallup in partnership with Gallup MainStreet Arts & Cultural District or the Economic Development Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Gallup in partnership with Gallup MainStreet Arts & Cultural District or the Department.”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under an Economic Development Department Grant Agreement. Should the Economic Development Department early terminate the grant agreement, the City of Gallup in partnership with Gallup MainStreet Arts & Cultural District may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Gallup in partnership with Gallup MainStreet Arts & Cultural District’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Date

Signature of MainStreet President

By: _____
(Type or Print Name)

Date

Economic Development Department

By:
Cabinet Secretary or Designee

Date

Legal Counsel – Certifying legal sufficiency

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative:

[_____]

FROM: Grantee:

[_____]

Grantee Official Representative:

[_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number:

[_____]

Grant Termination Date:

[_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor:

[_____]

Third Party Obligation Amount:

[_____]

Vendor or Contractor:

[_____]

Third Party Obligation Amount:

[_____]

Vendor or Contractor:

[_____]

Third Party Obligation Amount:

[_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable):
[_____]

The Amount of this Notice of Obligation:
[_____]

The Total Amount of all Previously Issued Notices of Obligation:
[_____]

The Total Amount of all Notices of Obligation to Date:
[_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver:
[_____]

Title:
[_____]

Signature:
[_____]

Date:
[_____]



**ATTACHMENT A
GRANTEE MATCH DETAIL FORM**

To Be Completed by the Grantee and Submitted with Each Payment Request Form

The Grantee is required to provide a matching contribution valued at two dollars (\$2.00) in match for every ten dollars (\$10.00) of the total Grant Amount. At least sixty percent (60%) of the Grantee’s match must be in the form of cash, and the remainder may be in the form of in-kind contributions by the Grantee or any of the Grantee’s partners specifically identified in the Grant Agreement.

An in-kind contribution is any service or item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some examples of in-kind contributions include:

- MainStreet Executive Director’s time dedicated to coordinating project activities;
- Value of the time and cost associated with assigning municipal staff to project activities;
- Items of cost borne by the municipality or one of the municipality’s partners in the project;
- Cost of publicizing notices of meetings and events.

I. Grantee Information

Grant Number: _____ Grantee: _____

Title of Project: _____ Total Grant Amount: _____

Total Payment Request: _____ Date of Request: _____

II. Grantee Match Breakdown

Cash Match (specify dollar amount): _____

In-Kind Match (specify value): _____

Total Match for This Payment: _____ Total Match To Date: _____

III. Explanation of Grantee Match

Provide a detailed explanation of grantee match for this payment.

Example:

Item #	Description	Dollar Amount
1	Cash, GRT paid to contractor	\$3,500
2	In-Kind, MainStreet Manager’s time; 30 hours at \$20.00/hour	\$600
Total Match by Grantee for this Payment		\$4,100

To be filled out by Grantee:

Item #	Description	Dollar Amount
1		
2		
3		
4		
Total Match by Grantee for this Payment		\$

STATE OF NEW MEXICO

New Mexico MainStreet Capital Outlay Grant FY20 (A19D2142)
Progress/Final Report Form

MONTHLY REPORT FINAL REPORT

Grantee:

Title of Project:

Grant Number:

Report Date:

1. Please provide a detailed progress report for the project referenced above by answering the following questions:
 - Description of accomplishments to date. (include all contracts with a 3rd party to expend the grant funds - name of company and amount of contract)

- Projected timeline for completing the project

- Statement of the impact of the project

- Detailed budget breakdown of expenditures to date. (if no expenditures to date, indicate your estimated timeline for spending the grant money)

- Description of any problems or delays encountered

- Any other information that may be of assistance to the Economic Development Department in its evaluation of your progress.

2. Grant Amount: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Expended to date: _____

Grant Balance: _____

PROGRESS REPORT

I hereby certify that the aforementioned MainStreet Capital Outlay Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned MainStreet Capital Outlay Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Name/Title (please print)

Signature

Date

PROJECT DESCRIPTION

Name of Grantee(s): City of Gallup in partnership with and for the benefit of Gallup MainStreet Arts & Cultural District

Grant Amount: \$800,000.00

Project Name: Coal Avenue Commons: Phase I

Project Description: Construction of Phase I: Coal Avenue Improvements from 2nd to 3rd Streets and Walkway Upgrade

RESOLUTION R2020-____

A RESOLUTION FOR APPROVAL OF THE
STATE OF NEW MEXICO'S
CAPITAL APPROPRIATION FUNDING **#419-A19D2142**
FOR MAINSTREET INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City Of Gallup deeply appreciates the 2019-2020 fiscal contribution of the State Of New Mexico for MainStreet infrastructure improvements as described in the subject funding agreement; and

WHEREAS, the State Of New Mexico is providing **\$800,000** for the construction of the new Coal Avenue Commons Construction Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GALLUP, THAT:

1. The City Of Gallup is affirming its need for this funding by approving this Resolution and the associated funding agreement from the State Of New Mexico; and
2. The City Of Gallup designates Ms Maryann Ustick, City Manager, or her designee as the City's official representative concerning all matters related to this grant; and
3. The City Of Gallup designates Ms Patty Holland, Chief Financial Officer, as the City's fiscal agent concerning all matters related to this grant.

PASSED, ADOPTED, AND APPROVED THIS 14th DAY OF JANUARY 2020.

CITY OF GALLUP, MCKINLEY COUNTY, NEW MEXICO

JACKIE MCKINNEY, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**MCKINLEY COUNTY DWI TASK FORCE
DWI TRAFFIC ENFORCEMENT SERVICES
SUB-GRANT AGREEMENT**

THIS SUB-GRANT AGREEMENT made and entered into by and between McKinley County, hereinafter referred to as the "COUNTY," Post Office Box 70, Gallup, New Mexico, 87305 and the Gallup Police Department – City of Gallup, hereinafter referred to as "SUB-GRANTEE," 451 State Road 564, Gallup, New Mexico, 87301.

WHEREAS, the COUNTY and SUB-GRANTEE are each charged with protecting the health, safety and welfare of the citizens of McKinley County, New Mexico;

WHEREAS, DWI-related traffic offenses significantly threaten the health, safety and welfare of the citizens of McKinley County, New Mexico;

WHEREAS, the COUNTY is responsible for administering the McKinley County DWI Task Force Grant Fund, which provides funds for DWI traffic enforcement services;

WHEREAS, the SUB-GRANTEE is a qualified law enforcement agency that provides DWI traffic enforcement services; and

WHEREAS, the COUNTY and SUB-GRANTEE recognize that consistent implementation of DWI traffic enforcement services by the McKinley County Sherriff's Department, Navajo Nation Police Department, New Mexico Department of Public Safety, New Mexico 11th Judicial District Attorney's Office, Ramah Navajo Police Department, City of Gallup Police Department and the Zuni Police Department; the SUB-GRANTEE, and other law enforcement agencies has been effective in helping combat DWI-related traffic fatalities and injuries;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE – PROJECT PURPOSE AND CONDITIONS:

The purpose of this AGREEMENT is to provide funding from the McKinley County DWI Task Force Grant to the SUB-GRANTEE to implement Driving While Impaired (DWI) sobriety checkpoints and saturation patrols aimed at reducing alcohol-related crashes, injuries, and deaths in McKinley County. The SUB-GRANTEE shall comply with all provisions and conditions of this Agreement including the Traffic Safety Bureau Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual.

SECTION TWO – PROJECT FUNDING:

1. The total estimated cost for the project pursuant to this AGREEMENT is \$48,000.00 in McKinley County DWI Task Force Funds.
2. The project budget is itemized as follows:

Personal Services	\$48,000.00
Contractual Services	\$0.00
Commodities	\$0.00
<u>Indirect Costs</u>	<u>\$0.00</u>
TOTAL	\$48,000.00

3. The parties agree that any unexpended surplus funds from this grant shall revert to the COUNTY.

SECTION THREE – PROGRAM SCOPE OF WORK:

A. MISSION:

To provide a seamless transportation system that safely and efficiently moves people and supports a growing economy.

The Traffic Safety Bureau is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Sí Se Puede!*

B. PROGRAM SERVICES:

1. Provide for joint police agency participation in sobriety checkpoints and saturation patrols in McKinley County that are conducted in accordance with state and federal court rulings, specifically City of Las Cruces v. Betancourt at 735 P2nd 1161, as well as the Sobriety Checkpoint Manual, the Traffic Safety Bureau’s (TSB) Project Management and Procedure Manual, and applicable Federal regulations.
2. Participating agencies are as follows:
 - City of Gallup Police Department
 - New Mexico Department of Public Safety: NMSP & MTPD
 - McKinley County Sheriff’s Office
 - Navajo Nation Police Department
 - Zuni Police Department
 - Ramah Navajo Police Department
3. The hours and days participating officers may patrol are as follows:
 - 1200 hours (12:00 pm) Sunday to 0400 hours (4:00 am) Monday
 - 1200 hours (12:00 pm) Monday to 0400 hours (4:00 am) Tuesday
 - 1200 hours (12:00 pm) Tuesday to 0400 hours (4:00 am) Wednesday
 - 1200 hours (12:00 pm) Wednesday to 0400 hours (4:00 am) Thursday

- 1200 hours (12:00 pm) Thursday to 0400 hours (4:00 am) Friday
 - 1200 hours (12:00 pm) Friday to 0400 hours (4:00 am) Saturday
 - 1200 hours (12:00 pm) Saturday to 0400 hours (4:00 am) Sunday
4. Officers must patrol for a minimum of six hours, up to 10 hours on any given night and officers may start their patrol anytime between 12:00 pm and 4:00 am on any given night. Saturation patrol blocks will be in six, eight, or ten hour blocks. Adjust hours pursuant to subparagraph 7 below.
 5. Officers may patrol independently or in groups. Groups of officers may consist of officers from different agencies or officers from the same agency. Officers may coordinate with each other so that they patrol at the same time, but not necessarily in the same area of McKinley County.
 - The Task Force Supervisor will issue quarterly operational areas, but as crash stats and needs of the county change, the operational areas will also change. The operational patrols will be used as suggested patrol areas.
 6. Officers working the grant will only be paid for two types of activities:
 - Actively patrolling within McKinley County, New Mexico; keeping in mind the following indicators.
The Department (NMDOT) has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:
 1. Large Agency (Populations above 100,000) – 1 DWI in 28 hours
 2. Medium Agency (Populations 50,000 – 99,000) – 1 DWI in 32 hours
 3. Small Agency Populations below 50,000) – 1 DWI in 36 hours
 - Completing arrest/booking paperwork or procedures for an arrest that was made during task force patrol activities; this must be an arrest that the claiming officer made while patrolling for the purpose of preventing and/or detecting alcohol-related traffic crimes; officers will not be paid grant money to assist other officers with arrest/booking paperwork or procedures related to another officer's arrest
 7. Officer will not be paid for the following:
 - Officers will not be paid for anytime spent outside McKinley County, unless the exigencies of an alcohol-related incident (such as a DWI-related pursuit) requires them to temporarily leave the county limits.
 - Officers will not be paid for travel time. If an officer wishes to drive to a certain area of McKinley County to patrol, the officer shall count that drive time within McKinley County as patrol time. During the drive, the officer will remain alert for traffic violations and shall stop for any violations that indicate the driver may be impaired.
 - Officers will not be paid for crash investigations, calls for service unrelated to the purposes of this grant, or assists to other officers with other officers' arrests. If a claiming officer, while patrolling, needs to handle an unrelated call or assist

another officer for a significant amount of time, the claiming officer shall consider his grant overtime activity to have ended, and he/she shall claim the time under another source.

- Officers shall not be paid for any time after 4 a.m., unless they are working on arrest/booking paperwork and procedures from an arrest made by the claiming officer. The arrest must be related to a traffic stop or incident that began before 4 a.m. If the traffic stop or incident was made after 4 a.m., the officer shall claim the time under another source.
8. After each DWI Task Force Activity, officers shall fill out an activity form and turn it in to their immediate supervisor within 48 hours of the end of the patrol.
 - Each participating agency shall, on a weekly basis, provide the McKinley County Task Force Supervisor with copies of the activity sheets.
 - Each participating agency shall charge state statute unless within Tribal Jurisdiction.
 9. If an officer attempts to claim hours or activities that are not allowed by the above requirements, that officer may be banned from working the grant for the rest of the grant year.
 10. Experience and crash data show that DWI crashes can occur in any part of McKinley County. Officers may therefore patrol in any part of the county. Supervisors of each participating agency may order officers to patrol in certain areas if there is recent crash data indicating a trend of DWI-related crashes in a particular geographic area.

C. PERFORMANCE GOALS (statewide): At the state level:

1. Reduce the number of alcohol-related fatalities involving driver/motorcycle operators.
2. Reduce the percent of alcohol-related fatalities among all traffic crash fatalities.
3. Reduce the alcohol-involved traffic fatality rate.
4. Reduce the alcohol-involved fatal crash rate.
5. Reduce the alcohol-involved serious injury crash rate.

Local Goals:

1. Reduce the number of alcohol-involved crash fatalities in McKinley County and New Mexico areas of the Navajo Nation.
2. Continue to influence a reduction in alcohol-involved crash fatalities in McKinley County and New Mexico areas of the Navajo Nation.

D. ACTIVITIES: The SUB-GRANTEE shall:

1. The SUB-GRANTEE shall conduct activities in a manner consistent with TSB's Project Management and Accounting Procedures Manual.

E. TRAINING:

1. Participating enforcement officers must have and maintain law enforcement certifications in all areas necessary to conduct checkpoint and saturation patrol activities. It is recommended that all officers working checkpoints be certified in Standardized Field Sobriety Testing (SFST). Individuals administering field sobriety testing shall be required to be certified in SFST training or have taken a SFST refresher course within the last 2 years or will take a refresher course in FY20. SFST training will be offered by the Traffic Safety Bureau upon request on a regional basis.

F. EVALUATION:

1. Provide COUNTY with required monthly reports to reflect all stats from participation in the McKinley County DWI Task Force. To include number of citations broken down by type of citations, number of man hours, number of arrests made, etc. Reports will be due on 5th of the following month.
3. Submit the final reimbursement claim on or before October 15th, 2020.
4. Conduct the number of negotiated checkpoints and saturation patrols.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The SUB-GRANTEE shall maintain all books, documents, papers, accounting records, data and other documentation pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. The SUB-GRANTEE shall furnish the COUNTY or State Auditor, upon demand, any and all such records relevant to this AGREEMENT and allow them the right to audit all records, which support the terms of this AGREEMENT. If an audit finding determines that specific funding use was inappropriate or not related to the project, the SUB-GRANTEE shall reimburse that portion to the COUNTY within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the COUNTY within 30 days.

SECTION FIVE - PROJECT RESPONSIBILITY:

Completing the terms of this Project is the SUB-GRANTEE'S sole responsibility and nothing herein is intended to give the COUNTY any responsibility for the Project other than as set forth in this AGREEMENT.

SECTION SIX - AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the COUNTY to the SUB-GRANTEE. The COUNTY is expressly not committed to expenditure of any funds until such time as they are programmed,

budgeted, encumbered, and approved for expenditure by the COUNTY. The COUNTY'S decision as to whether its funds are sufficient for fulfillment of the AGREEMENT shall be final.

SECTION SEVEN - TERMS OF THE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION EIGHT – THIRD-PARTY BENEFICIARY CLAUSE:

No provision of this AGREEMENT creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this AGREEMENT.

SECTION NINE - NEW MEXICO TORT CLAIMS ACT:

No provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the COUNTY or the SUB-GRANTEE arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION TEN - SEVERABILITY:

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

SECTION ELEVEN - AMENDMENT:

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

SECTION TWELVE - REIMBURSEMENT:

1. Funds expended by the SUB-GRANTEE for the purposes stated in Section Three – Program Scope of Work shall be reimbursed by the COUNTY to the SUB-GRANTEE. The COUNTY shall not reimburse the SUB-GRANTEE for any costs incurred prior to the full execution of the AGREEMENT, after the expiration of the AGREEMENT, or in excess of the maximum dollar amount of the AGREEMENT,

unless the maximum dollar amount is duly amended prior to incurring cost for services or deliverables.

2. Claims for reimbursement must be fully completed and submitted in invoice form monthly on the 5th day of the month following the expenditure for which reimbursement is sought. Invoices must at least include detailed description of the services rendered, the amount expended, and a copy of each approved overtime slip, warrant and activity sheet for each officer participating in operations pursuant to this AGREEMENT.
3. Reimbursement requests require the designee's original signature.
4. Supporting documentation for reimbursement requests will be maintained at the SUB-GRANTEE's agency for monitoring purposes and be available upon the COUNTY's request for three (3) years after the expiration date of this Agreement.
5. Documentation as outlined in the Traffic Safety Bureau's Project Management and Accounting Procedures Manual must be retained in the SUB-GRANTEE'S files.
6. Should SUB-GRANTEE fail to invoice COUNTY in a timely manner to include all of the documentation listed above, COUNTY will have no obligation to honor such invoice. The final reimbursement request must be submitted by October 15, 2020. Requests submitted after October 15, 2020 may not be reimbursed.

SECTION THIRTEEN - EFFECTIVE DATE & TERMINATION:

- A. This AGREEMENT is effective October 03, 2019 upon signature of both parties.
- B. This AGREEMENT shall terminate September 30, 2020 or upon expenditure of the full amount of the grant funds. Neither party shall have any obligation to continue to deliver services or pay compensation for services rendered under this AGREEMENT after said date.
- C. This AGREEMENT may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days in advance. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this agreement shall be in effect until completed, unless terminated early pursuant to this AGREEMENT.

SECTION FOURTEEN - EQUAL OPPORTUNITY COMPLIANCE:

The SUB-GRANTEE agrees 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 SUB-GRANTEE agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this AGREEMENT. If the SUB-GRANTEE is found to be not in compliance with these requirements during the life of this AGREEMENT, the SUB-GRANTEE agrees to take appropriate steps to correct these deficiencies.

SECTION FIFTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

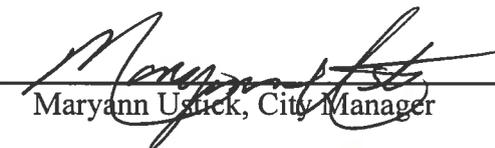
The COUNTY and SUB-GRANTEE shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The COUNTY and SUB-GRANTEE further agree to operate under and be controlled by Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights act, and Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and is incorporated herein by reference.

SECTION SIXTEEN - CERTIFICATIONS AND ASSURANCES:

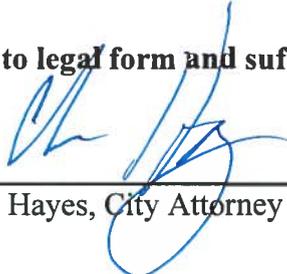
Where this AGREEMENT involves federal funds the SUB-GRANTEE shall comply with all applicable Certifications and Assurances set forth in the current New Mexico Highway Safety Performance Plan.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

City of Gallup (Gallup Police Department)

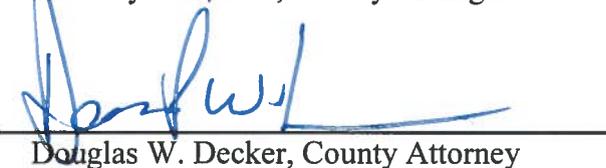
BY:  DATE: 10-30-19
Maryann Ustick, City Manager

Reviewed as to legal form and sufficiency City of Gallup Legal Department

BY:  DATE: 10-30-19
Curtis Hayes, City Attorney

MCKINLEY COUNTY

BY:  DATE: 11-14-19
Anthony Dimas Jr., County Manager

BY:  DATE: 10/12/19
Douglas W. Decker, County Attorney



DePauli Engineering
& Surveying, LLC.

Civil Engineers and Land Surveyors

Phone: 505-863-5440 • Fax: 505-863-1919 • www.depauliengineering.com

307 South 4th Street • Gallup, NM 87301

PO BOX 876 • Gallup, NM 87305

December 19, 2019

Dennis Romero, PE
City of Gallup Water and Sanitation Director
PO Box 1270
Gallup, NM 87305

RE: City of Gallup Coal Avenue and 9th Street, Formal Bid No. 1922 - Recommendation of Award

Dear Dennis,

Enclosed please find the bid tabulation for the above referenced project. The low bid exceeds our engineer's estimate of \$90,440.94. We are recommending award of the project to Dallago Corporation of Gallup, New Mexico, in the total amount of \$105,496.38 including New Mexico Gross Receipts Tax provided the City of Gallup has adequate funding.

If you have any questions, please feel free to contact our office.

Sincerely,

Kurt Spolar, PE
kas/dmg

cc: Frances Rodriguez, City of Gallup Purchasing Director
David Dallago, Dallago Corporation

Enclosures

BID TABULATIONS
WATERLINE REPLACEMENT
COAL AVENUE AND 9TH STREET
CITY OF GALLUP, NEW MEXICO
FORMAL BID NO. 1922
December 17, 2019

Dallago Corporation
2411 East Aztec, Gallup NM 87301
25452 GF-98, GA-98, GB-98, MM-98
NM Workforce Solutions No: 0004320060701

Adame Construction
13 Bonita Vista Blvd. Los Lunas, NM87031
367697, GF09, GS04
NM Workforce Solutions: 2240420110516

6" WATERLINE RE-CONSTRUCTION

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	For 6" CL 235 C900 DR 18 PVC waterline four (4) to twenty (20) feet deep in Coal Ave including vertical fittings, granular bedding and rock free native backfill complete in place for the Unit Price per Linear Foot of:	200 LF	\$100.00	\$20,000.00	\$183.00	\$36,600.00
2	For 6" CL 235 C900 DR 18 PVC waterline in 12" C900 PVC Casing (L=20') centered underneath existing concrete box culvert with fitting and flowable fill backfill and bedding under box culvert complete and in place for the Lump Sum Price of:	1 LS	\$15,000.00	\$15,000.00	\$19,080.00	\$19,080.00
3	For 6" resilient wedge AWWA vertical gate valves with valve box complete in place for the Unit Price per Each of:	1 EA	\$1,000.00	\$1,000.00	\$3,220.00	\$3,220.00
4	For Tie-in to existing 6" waterline including fittings and sleeves but not valves complete in place for the Unit Price per Each of:	2 EA	\$1,000.00	\$2,000.00	\$2,440.00	\$4,880.00
5	For asphalt pavement patch (6" of PMBP on 8" of base course) complete in place for the Unit Price per Square Yard of:	250 SY	\$100.00	\$25,000.00	\$90.00	\$22,500.00
6	For removal of existing curb and gutter and replacement with 6" curb and gutter including adjacent laydown and transition curb complete in place for the Unit Price per Linear Foot of:	220 LF	\$45.00	\$9,900.00	\$95.00	\$20,900.00
7	For removal of existing sidewalk and replacement with 4" thick sidewalk and 4" of base course complete in place for the Unit Price per Square Yard of:	135 SY	\$100.00	\$13,500.00	\$110.00	\$14,850.00
8	For 7" thick concrete drivepad complete in place for the Unit Price per Square Yard of:	15 SY	\$200.00	\$3,000.00	\$490.00	\$7,350.00
9	For planning, implementing and maintaining temporary Traffic Control Plan for the Lump Sum Price of:	1 LS	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
10	For materials testing by an independent lab (soil, concrete, base course and PMBP). This amount to be used for totaling bid. Payment will be made on actual amount of approved invoice.	1 LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
SUBTOTAL:				\$97,400.00	SUBTOTAL:	\$144,380.00
LOT 1 SUBTOTAL:				\$97,400.00	LOT 1 SUBTOTAL:	\$144,380.00
NMGRT @ 8.3125%:				\$8,096.38	NMGRT @ 8.3125%:	\$12,001.59
PROJECT TOTAL:				\$105,496.38	PROJECT TOTAL:	\$156,381.59



NEW MEXICO
ENVIRONMENT DEPARTMENT



Construction Programs Bureau

Michelle Lujan Grisham
Governor

Howie C. Morales
Lt. Governor

121 Tijeras Ave NE, Ste. 1000
Albuquerque, New Mexico 87102-3400
Phone (505) 222-9500 Fax (505) 222-9510
www.env.nm.gov/construction-programs

James C. Kenney
Cabinet Secretary

Jennifer J. Pruett
Deputy Secretary

January 6, 2020

Angela Quintana
New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

RE: Review of Change Order No. 2 for Navajo Gallup Water Supply Project Reach 27.9,
City of Gallup (WTB-4338, USBOR COA No. R11AC40002)

Ms. Quintana

I have completed review of Change Order No. 2 for the subject project. The NMED Construction Programs Bureau recommends approval of Change Order No. 2.

Please be aware that approval of this change order does not relieve the owner or engineer of legal responsibilities for the adequacy of the change in the design detailed in the change order and its effect on the overall integrity of the project. In addition, payment for any increase in cost to the project over and above the grant/loan amount stated in the agreement is the responsibility of the owner (City of Gallup).

Should you have any questions or comments, I can be reached at 505-222-9567 or by e-mail at david.bishop@state.nm.us.

Sincerely,

David E. Bishop, P.E.
Project Engineer

cc: Dennis Romero, P.E. (City of Gallup Utilities, email)
Kurt Spolar, P.E. (DePauli Engineering, email)
File

Att: Change Order No. 2

Change Order No. 2

Project: Navajo Gallup Water Supply Project Reach 27.9 Funded by the Water Trust Board Through the New Mexico Finance Authority, WPI# 4338 and U.S. Bureau of Reclamation Cooperative Agreement NO. R11AC40002

Formal Bid No.: 1903

Owner: City of Gallup New Mexico

Contractor: Adame Construction, Inc. PO Box 1358, Los Lunas NM 87031

Date: December 18, 2019

This Change Order is to incorporate the following Scope of Work into the contract documents. All additional work shall be subject to the same inspection and testing as though it were included within the original contract documents. No changes shall be made or implied to the original contract documents as a result of this change order. All original contract terms and conditions shall remain in place. This change order shall increase the contract amount by \$28,385.73 (including tax). This shall revise the Contract Amount to \$5,909,425.67.

Scope of Work for Additional Items

C.O. 2.1 This scope of work is for all labor, equipment and material required to build a new 8 foot diameter manhole using concrete blocks around installed GRP waterline at Sta. 130+00. The Contractor ordered the 6 foot diameter manhole as called for on project drawings for air release station. A length of 4 feet was shown for the air release station tee on GRP submittals, during construction it was discovered the width of four flanges that must fit inside of the manhole are 5 inches each, adding an additional 20 inches of length. Due to the additional length not expected on the fabricated flanges, the designed 6 foot manhole was inadequate to install the fitting and bolts.

C.O. 2.1 This scope of work is for all material required to install Fastenal stainless steel threaded rod, nuts, and washers on the GRP flanges. Due to the extra width on the fabricated flanges of the GRP, the contractor is required to manually cut threaded rod in order to fasten flanges together. The use of Grade 316 stainless steel is needed in order to prevent future corrosion of bolts and nuts.

Change Order No. 2

Item	Description	Estimated Quantity	Unit Price	Amount
C.O.2.1	This item is for a new 8 foot diameter manhole. For the Lump Sum Price of:	LS	\$14,866.14	\$14,866.14
C.O.2.1	This item is to install Fastenal stainless steel threaded rod, nuts, and washers on the GRP flanges. For the Lump Sum Price of:	LS	\$11,341.11	\$11,341.11

Subtotal \$26,207.25
 NMGRIT @ 8.3125% \$2,178.48
Total of Change Order No. 2: \$28,385.73

Time:

The contract time shall be increased by 14 calendar days. The revised contract completion date is 1/25/2020.

This Change Order No. 2 - Approved By:

Owner:

City of Gallup

By: 

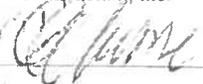
Date: 12-20-19

Original Contract Amount (incl. tax) \$5,840,388.72

Change Order No. 1 (incl. tax) \$40,651.22

Contractor:

Adame Construction, Inc.

By: 

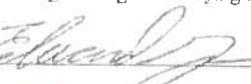
Date: 12/18/19

Change Order No. 2 (incl. tax) \$28,385.73

Revised Contract Amount (incl. tax) \$5,909,425.67

Engineer:

DePauli Engineering & Surveying LLC

By: 

Date: 12/18/19

New Mexico Environment Department - CPB

By: 

Date: 1/6/20

OUTLINE FOR CITY COUNCIL

Date/Time: April 18th, 1pm-4ish, Courthouse Plaza downtown

- announcer x5min
- Elder blessing representative of larger spiritual/faith communities present: 10-15min
- Speakers, x4-6: 1hr *total*
- announcer x 8min
- [time allotted to get from point A to B x15min]
- Breakout sessions x1-1.5hr (Proposed sessions: youth+education, reducing plastic use, food forest/permaculture, local cleanup/issues, Men’s issues, talking/grieving circle, arts, cycling, etc)
- [time to get from point B to A again x 15min]
- announcer x 3min
- reconvene, and breakouts each present action plan x 20min (*SMART* goals)
- Open up an *informal* Talking Circle (concern arose about maybe this should be a healing/grieving “breakout” session instead of a talking circle, but then we decided since there may not be a march we may use this as an opportunity to “fade” the event into the evening events...)
- Vendors/mingle
- Film event at El Morro in evening, starting 6pm-ish?
- ****[ask Arts Crawl if they might be interested in switching nights to help boost event]***