

## AGENDA

### GALLUP CITY COUNCIL REGULAR MEETING TUESDAY, JUNE 23, 2020; 6:00 P.M.



Louie Bonaguidi, Mayor

Linda Garcia, Councilor, Dist. 1      Michael Schaaf, Councilor, Dist. 2  
Yogash Kumar, Councilor, Dist. 3      Fran Palochak, Councilor, Dist. 4

Maryann Ustick, City Manager  
Curtis Hayes, City Attorney

**PUBLIC NOTICE:** In accordance with the public health order issued by the New Mexico Department of Health, the meeting will be physically closed to the public; however, it will be accessible to the public via the following technology service:

Facebook Live stream through the City of Gallup's Facebook Page:  
<https://www.facebook.com/CityOfGallup/>

**Members of the public may submit comments on non-agenda items toward the end of the meeting. Please call 863-1254 to leave your name and a return phone number.**

**A. Pledge Of Allegiance**

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

**B. Roll Call**

**C. Approval Of Minutes**

Regular Meeting of June 9, 2020

Documents:

[DRAFT MINUTES JUNE 9 2020 REG MTG.PDF](#)

**D. Discussion/Action Topics**

1. Fiscal Year 2021 Preliminary Budget For McKinley County Metropolitan

### **Dispatch Authority**

Georgene Dimas, Director of the Metro Dispatch Authority, will present their proposed Preliminary Budget for Fiscal Year 2021 for review and approval by the City Council.

Fiscal Impact: See attached file.  
Recommendation: Metro Dispatch Authority recommends approval of the FY 21 Preliminary Budget.  
Speaker's Name Georgene Dimas

Documents:

[METRO FY21 INTERIM BUDGET W POS.PDF](#)

### **2. Fiscal Year 2021 Preliminary Budget For McKinley County Adult Detention Center**

Tony Boyd, Warden at the McKinley County Adult Detention Center, will present their proposed Preliminary Budget for Fiscal Year 2021 for review and approval by the City Council.

Fiscal Impact: See attached files.  
Recommendation: McKinley County Adult Detention Center recommends approval of the FY 21 Preliminary Budget.  
Speaker's Name Tony Boyd

Documents:

[ADC FY21 BUDGET.PDF](#)  
[ADC MAY FS W BILLING PROJ. 6.15.2020.PDF](#)

### **3. Approval And Acceptance Of The Quarterly Local Liquor Excise Tax Accountability Report For 1st Quarter Calendar Year 2020**

Maura Schanefelt, McKinley County DWI Program Manager, will present the report 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 approved the report at their June 2, 2020 Regular Meeting.

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

Documents:

[2020 Q1 QUARTERLY REPORT DATA.PDF](#)  
[LET REPORT DATA QTR 1 FY20.PDF](#)

### **4. Budget Adjustment For Bond Payment**

The City paid a bond payment early on our Series 2011 bond and have been requested to pay the interest due on that payment at the same time. This was

not anticipated in the budget and I am requesting a budget adjustment to accommodate the interest payment of \$4,913.33 on this bond.

The early payment was done in order to utilize funding proceeds to protect the mil levy rate calculation.

Fiscal Impact: Use of cash from fund balance of \$4,914.  
Recommendation: Approval of a budget adjustment in the amount of \$4,914.  
Speaker's Name: Patty Holland

#### 5. Discussion About The Rescheduled Best Of The Best Rodeo Event

On April 28, 2020, City Council voted to cancel the June Best of the Best Rodeo dates and revisit the scheduling of the event for dates in August. Circumstances impacting the rodeo have changed over the past month and require Council discussion and action for the event.

1. The Governor's Public Health Order has not lifted limitations on Mass Gatherings above five (5) at this point in time. While future restrictions may change, hosting the event could pose a substantial health risk and liability.
2. Red Rock Park no longer has adequate staffing to host large events. The City Council approved substantial budget cuts on its June 9th agenda, including cutting the seasonal staff budget for Red Rock Park. At this time there are only three employees working at Red Rock Park and they cannot sustain the volume of work for the event.
3. Based on the same June 9th budget cuts, there is no overtime for employees that could assist in the operation of the event. Historically the rodeo has required time from approximately 20-30 city personnel across multiple departments. If the rodeo proceeds forward and employees are redirected to the event, other regular city services must be put on hold.
4. Lodgers Tax and the General Fund cannot absorb the losses incurred by the possibility of reduced participation over previous years.

Fiscal Impact: General Fund Expenditures: \$64,512.39 paid out for:  
contract with Walt Eddy, 2019 refunds, and credit card  
processing fees Lodgers Tax Expenditures: \$15,719.15  
Total: \$80,231.54  
Recommendation: Cancellation of the 2020 Rodeo and budget adjustment for  
General Fund expenditures  
Speaker's Name: Jennifer Lazarz

#### 6. Appointments To The Planning And Zoning Commission

Due to the expiration of terms, there are two vacancies on the Planning and Zoning Commission. Matt Long is proposed for re-appointment and Kyle Spolar is proposed as a new appointment to the Commission.

Fiscal Impact: None.  
Recommendation: Approve the appointments to the Planning and Zoning  
Commission.  
Speaker's Name: Mayor Louie Bonaguidi

Documents:

**7. Resolution No. R2020-18; Revised CDBG Resolution For 2020 Project Selection**

**Summary:** City Staff is working with the Northwest New Mexico Council of Governments (COG) on a Community Development Block Grant (CDBG) application for the West Logan Avenue Reconstruction Project due 17 July 2020 (as extended). The City Council approved a resolution for the submission of this application at its meeting of 26 May 2020.

Since then, Staff has received more accurate project costs from its on-call engineer and has updated the resolution accordingly. Since Local Government Division has pushed back the deadline, we have time to get this corrected. The only change effects the phased project amount and match.

**Fiscal Impact:** Project cost is currently estimates \$1.56M. Since no detailed engineering design work has been done yet, this is a "conceptual" order of magnitude estimate of -15% to +75% of final project costs.

Staff is applying for maximum CDBG funding of \$750K. CDBG funding requires a 10% match or \$75K. Potential balance required is \$735K including utility reconstruction over and above the CDBG funding.

Be advised. Funding for the match and potential balance is not available at this time.

**Recommendation:** Approve the attached resolution for Mayor's signature.

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

Documents:

[20-06-23\\_3A RESOLUTION RE 2020 CDBG PROJECT SELECTION REVISED.PDF](#)

**8. Resolution No. R2020-19; Revised ICIP Resolution For CDBG Funding Of West Logan Avenue Reconstruction Project**

**Summary:** City Staff is working with the Northwest New Mexico Council of Governments (COG) on a Community Development Block Grant (CDBG) application for the West Logan Avenue Reconstruction Project due 17 July 17 2020 (as extended). In order to receive additional points and a more favorable project consideration, this project should be prioritized higher in the City's Infrastructure Capital Improvement Plan (ICIP).

By adopting this resolution, the City will be amending the City's ICIP as follows:

- (1) Inserts the West Logan Project;
- (2) Swaps the West Logan project out with Red Rock Performers Quarters project at #5 overall, but keeps Red Rock Performers Quarters as priority project on the ICIP..
- (3) Moves all subsequent projects down by one spot.

COG staff was advised by NM Local Government Division that the City should adopt a resolution to document these changes officially. The City will be able to update its ICIP formally in the normal ICIP submission cycle due on or before September 15, 2020.

**Fiscal Impact:** Staff is applying for maximum CDBG funding of \$750K. This funding requires a minimum 10% match or \$75K. City funding has not been identified at this time.

**Recommendation:** Prioritize the West Logan Avenue Reconstruction Project within the City's ICIP as stated above and adopt the attached resolution documenting same.

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

Documents:

[20-06-23\\_2A RESOLUTION RE ICIP REVISION FOR CDBG.PDF](#)  
[20-06-23\\_2B REVISED INFRASTRUCTURE CAPITAL IMPRVMENT PLAN.PDF](#)

#### 9. **West Logan Avenue Reconstruction Project Design Award**

**Summary:** City Staff is working with the Northwest New Mexico Council of Governments (COG) on a Community Development Block Grant (CDBG) application for the West Logan Avenue Reconstruction Project. The City Council approved a resolution for the submission of this application at its meeting of 26 May 2020.

To obtain the most favorable consideration for the City's project, we need show progress toward a "shovel ready" project. To that end, we have a professional services proposal from DePauli Engineering and Surveying (DES). See attachment (a).

**Fiscal Impact:** Project development (design) is proposed for **\$157,415.11**.

On 11 June 2020, Staff met with DES about the status of the current Whole Block Sidewalk Reconstruction Prj. (DES is also the project engineer for this project.) Contractor has all but completed the project, and Staff is preparing for project close out in July out with the contractor and engineer. To that end, the Whole Block Sidewalk Reconstruction Prj has a **\$529,000** contingency.

Of that contingency, we "estimate" that **\$300,000** will be needed for final quantities settlement with the contractor, and **\$50,000** will be needed for final payment to DES. The balance remaining - **\$179,000** - can be used for the project development of West Logan Avenue Reconstruction Prj.

**Recommendation:** Apply the extra funds from the Whole Block Sidewalk Reconstruction Prj toward the project development costs for West Logan Avenue Reconstruction Prj. To that end:

- a) Approve the transfer of **\$160,000** from the Whole Block Sidewalk Reconstruction Prj budget (C11902) to the West Logan Avenue Reconstruction Prj budget.
- b) Approved the award of project development (design) to DePauli Engineering

and Surveying for **\$157,415.11** including NMGRT.

**Note:** Project funding beyond design is not currently identified or available. If the City's CDBG application is approved by NMDFA for full CDBG funding, another \$650,000 in funding will be required then for a complete project.

Fiscal Impact: See Comments Above.

Recommendation: See Comments Above.

Speaker's Name Stanley Henderson - Public Works Director

Documents:

[20-06-23\\_4A DES EM 20-05-11 1130 RE WLA PROPOSAL.PDF](#)

#### 10. **Airport Pavement Preservation Contract Award**

**Summary:** Bids for pavement preservation of the airport apron were opened on 26 May 1920. The apparent low bidder is American Airport Maintenance for \$131,675.51 including NMGRT. See attachment (a).

Scope of work crack sealing, seal coating, and new pavement markings on the airport ramp in front of the airport terminal. Engineer of record is Armstrong Consultants, Inc.

Federal Aviation Administration does not provide a funding agreement; until, bids are opened by the local entity. Contract award is then contingent on FAA approval. To that end, we have for the City Council's consideration and approval:

1. NMDOT Aviation Grant GUP-20-01 for \$8,500. See attachment (b).
2. Task Order B from Armstrong Consultants for \$35,743.13 including NMGRT. See attachment (c).
3. Construction award to American Airport Maintenance for \$131,675.51 including NMGRT. See attachment (a).
4. Future FAA Grant for \$153,000 or thereabouts.

**Fiscal Impact:** Staff has budgeted \$36,000 for the City's match and incidental costs as part of the FY 19-**2020** Community Improvement Plan. An estimated project budget is provided by attachment (d).

#### **Recommendations:**

1. Approve NMDOT's Aviation Grant GUP-20-01 for \$8,500 and budget same for the project in question.
2. Approve award of Task Order B from Armstrong Consultants for \$35,743.13 including NMGRT.
3. Approve award of construction contract to American Airport Maintenance for \$131,675.51 including NMGRT pending receipt of future FAA funding.
4. Authorize the Mayor to accept a future FAA funding grant for the construction contract balance on behalf of the City.

**Note:** For the City Council's information:

- Phase 1 pavement preservation above is for the east apron in front of the Terminal building.
- Phase 2 pavement preservation is for the west apron in front of the airport hangars. Staff is working for full project funding with NMDOT Aviation. If successful, Phase 2 will take place this fall.

- Phase 3 is the full reconstruction of the taxiway in FY 2021 and/or FY 2022 with the FAA. 90% of the project will be funded by the FAA with 5% by the State and 5% by the City.

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

Documents:

[20-06-23\\_5A ACI LTR 20-06-03 RE AWD RECOMMENDATION.PDF](#)  
[20-06-23\\_5B NMDOT AVIATION GRANT GUP-20-01.PDF](#)  
[20-06-23\\_5C ARMSTRONG CONSULTANT TASK ORDER B.PDF](#)  
[20-06-23\\_5D PRJ BUDGET ESTIMATE RE AIRPORT PAVEMENT PRESERVATION PH 1.PDF](#)

**11. Resolution No. R2020-17; Resolution For 19-2020 NMDOT Co-Op Funding Extension**

**Summary:** Attachment (a) is a resolution requesting a time extension from the New Mexico Department Of Transportation (NMDOT) for its FY 19-2020 Cooperative (COOP) funding. Funding expires 31 December 2020.

COOP Funding is used by the PW/Streets and Flood Control Division for milling and overlaying City streets each summer. This summer, the COVID-19 Health Emergency has drastically eroded the revenue into PW's operations budget, and PW cannot afford the match required for the COOP grant. Furthermore, State restrictions on gatherings precludes the assembly of the crew size required for milling and overlaying operations.

As such, the COOP grant needs to be extended from December 2020 to 31 December 2021. With the extension, matching funds can come from the 20-2021 City budget.

**Fiscal Impact:** COOP Grant is for \$193,543.00. NMDOT share is \$145,157.00. \$48,286 is the minimum required City match.

**Recommendation:** Approve attached resolution for Mayor's signature.

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

Documents:

[20-06-23\\_1A RESOLUTION RE 19-2020 COOP FDG TIME EXTENSION.PDF](#)

**12. FAA CARES Grant Approval**

**Summary:** As part of FAA's CARE Act program, FAA has made \$20,000 available to the City for Municipal Airport costs including operation.

**Fiscal Impact:** None. FAA's CARE Act program requires no City or State match.

**Recommendation:**

1) Accept the FAA's CARE Act Grant Offer for \$20,000. Funding will be used for utility and other allowable operational costs at the Municipal Airport.

2) Authorize Ms Maryann Ustick (and her delegatee) as the City's authorized representative to execute this grant.

Fiscal Impact: See Comments Above.

Recommendation: See Comments Above.

Speaker's Name Stanley Henderson - Public Works Director

Documents:

[20-06-23\\_6A FAA CARE GRANT AGREEMENT.PDF](#)

**E. Comments By Public On Non-Agenda Items**

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

**F. Comments By Mayor And City Councilors**

**G. Comments By City Manager And City Attorney**

**H. Motion To Adjourn**

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 Regular Meeting of the Gallup City Council, City of Gallup, New Mexico held at Gallup City Hall, 110 W. Aztec Avenue, at 6:00 p.m. on Tuesday, June 9, 2020.

The meeting was called to order by Mayor Louie Bonaguidi. He provided instructions to the public viewing the meeting through Facebook Live on how to submit comments during the public hearing on the proposed fireworks restrictions and on non-agenda items later in the meeting.

Upon roll call, the following were present:

Mayor:	Louie Bonaguidi
Councilors:	Linda Garcia Michael Schaaf 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 May 26, 2020.

Councilor Kumar made the motion to approve the aforementioned Minutes. Seconded by Councilor Garcia. Roll call: Councilors Kumar, Garcia, Schaaf, Palochak and Mayor Bonaguidi all voted yes.

Mayor Bonaguidi and Councilors presented a Proclamation declaring June 13, 2020 as New Mexico Heart Walk Day.

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

1. Resolution No. R2020-15; Adoption of the Comprehensive Housing Analysis for the Greater Gallup Area – Clyde (C.B.) Strain, Planning and Development Director

Mr. Strain provided an update regarding the legislative appropriation, secured by Representative Patty Lundstrom, in the amount of \$100,000 to perform the study and determine midrange housing needs. Mr. Strain said Requests for Proposals (RFP's) went out and five (5) firms responded. After thorough review of the proposals by the RFP committee, Sites Southwest was awarded the project. Mr. Strain introduced Phyllis Taylor and Rosemary Dudley of Sites Southwest. Ms. Taylor presented a power point presentation highlighting the purpose of the study, working group goals, survey responses, stakeholder outreach, funding, the overall needs of a continuum of housing types in the City and productive use of vacant buildings. A copy of the power point

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presentation is attached hereto, labeled as Exhibit A and made a part of these official Minutes.

Discussion followed regarding a flow chart of incentives specific to the City's needs, vacant buildings, the high cost to build infrastructure, the proposed creation of a Housing Task Force to promote progress and staff's attendance at the upcoming Center for Community Progress Training.

Councilor Palochak made the motion to approve Resolution No. R2020-15; Adoption of the Comprehensive Housing Analysis for the Greater Gallup Area. Seconded by Councilor Schaaf. Roll call: Councilors Palochak, Schaaf, Kumar, Garcia and Mayor Bonaguidi all voted yes.

2. Resolution No. R2020-16; FY 2021 Budget Adoption – Patty Holland, Chief Financial Officer

Ms. Holland presented the Fiscal Year 2021 Budget for final approval and submission to the New Mexico Department of Finance and Administration (DFA) by July 31, 2020. Ms. Holland provided a power point presentation highlighting necessary cuts made to the initial budget as a result of the COVID-19 pandemic and a projected 30% reduction in the Gross Receipts Tax (GRT) revenues. Some of the major adjustments included general department cuts in the amount of \$1.4 million, the use of \$3.5 million of the City's cash fund balance, staff furloughs and position eliminations. A copy of the power point presentation is attached hereto, labeled as Exhibit B and made a part of these official Minutes.

The Mayor and Councilors thanked staff for their work on the budget and the tough choices that had to be made to balance the budget, including the eliminated and furloughed positions.

Councilor Schaaf made the motion to approve Resolution No. R2020-16; FY 2021 Budget Adoption. Seconded by Councilor Palochak. Roll call: Councilors Schaaf, Palochak, Garcia, Kumar and Mayor Bonaguidi all voted yes.

3. **Public Hearing:** Proclamation Declaring Extreme Drought Conditions: Restricting Fireworks – Jesus "Chuy" Morales, Fire Chief

Fire Marshall Jacob LaCroix presented the proclamation to restrict certain aerial fireworks. As of June 2, 2020, the drought monitor showed the conditions in Gallup between moderate to severe. Fire Marshall LaCroix noted McKinley County did not approve a similar proclamation; therefore, restrictions would only effect the City. The

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4<sup>th</sup> of July Fireworks display is not included in the Proclamation but it could be added should the Mayor and Councilors decide to do so.

Discussion followed regarding dry weeds throughout the city and the risk of fire, the dates permitted to sell fireworks, the effective date of the proposed proclamation and enforcement issues that arise when the city imposes fireworks restrictions and the county does not follow suit. Ms. Ustick provided clarification regarding the City's fireworks display.

There was no public comment presented during the public hearing.

Councilor Garcia made the motion to approve the Proclamation Declaring Extreme Drought Conditions and Restricting Fireworks. Seconded by Councilor Palochak. Roll call: Councilors Garcia and Palochak voted yes. Councilors Schaaf, Kumar and Mayor Bonaguidi voted no. Motion failed.

#### 4. Ordinance No. S2020-6; Repeal of the Ban on Alcohol Sales at Convenience Stores – Curtis Hayes, City Attorney

Mr. Hayes presented the proposed Ordinance, which would repeal the ordinance adopted on April 14, 2020 prohibiting the sale of alcohol at convenience stores. The reasons for the ban included limiting exposure of the COVID-19 virus to the homeless population. Mr. Hayes said at the time, the City did not have the resources to isolate individuals who tested positive for the virus or who had been exposed whereas now, there is system in place. Package liquor stores were closed pursuant to a Public Health Order issued by the New Mexico Department of Health, which has since been lifted. Therefore, there no longer exists a reasonable basis to single out convenience stores, who have cooperated and remained compliant of the ordinance, as the only category of licensed dispensers not allowed to sell alcohol.

The Mayor and Councilors expressed their appreciation to the convenience stores for following the ordinance and understanding the severity of the situation.

Councilor Schaaf made the motion to approve Ordinance No. S2020-6; Repeal of the Ban of Alcohol Sales at Convenience Stores. Seconded by Councilor Garcia. Roll call: Councilors Schaaf, Garcia, Palochak, Kumar and Mayor Bonaguidi.

#### 5. Contract and Budget Adjustment for the State Behavioral Health Investment Zone (BHIZ) Grant – Debra Martinez, Behavioral Health Investment Zone Manager

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Ms. Martinez presented the budget adjustment and FY 2021 contract, which is a six (6) month extension to the existing five (5) year grant.

Councilor Palochak made the motion to approve the contract and budget adjustment for the State BHIZ Grant. Seconded by Councilor Garcia. Roll call: Councilors Palochak, Garcia, Schaaf and Mayor Bonaguidi all voted yes. Councilor Kumar was temporarily absent due to technical difficulties.

### 6. Approval of Gallup Detoxification Center Intensive Services Agreement – Debra Martinez, Behavioral Health Investment Zone Manager

Ms. Martinez explained as part of the BHIZ extension, a total of \$80,000 will be granted to NCI for six (6) months for the purpose of funding intensive counseling in addition to case management services.

Discussion followed regarding program funding beyond the six (6) month period and the need for the program.

Councilor Garcia made the motion to approve the Gallup Detoxification Center Intensive Services Agreement. Seconded by Councilor Palochak. Roll call: Councilors Garcia, Palochak, Schaaf, Kumar and Mayor Bonaguidi all voted yes.

### 7. Request to Award Bid for Marce Court Sewer Improvements (Formal Bid No. 2016) and Associated Budget Adjustments – Dennis Romero, Water and Sanitation Director

Mr. Romero explained the intent of including the project in the upcoming fiscal year's ICIP budget; however, upon investigation and inspection during calendar year 2019, staff found approximately 500 feet of 8 inch sewer line in the Marce Court area was failing and creating a potential public health hazard. Wastewater Collection crews have monitored the area, while the Water and Sanitation Department along with Depauli Engineering Services developed a design and set of bid documents to replace this section of sewer line. Dallago Corporation of Gallup submitted the apparent low bid at \$199,295, which was certified by the Engineer of Record, along with a recommendation of award. Mr. Romero provided a table indicating ways to fund the project with existing funds including funds from completed projects, a \$15,000 contribution from the Gallup Housing Authority and \$128,650 from FY 2021 Waste Water Miscellaneous Network Repair (MNR) funding.

Councilor Palochak commended Mr. Romero for his work in finding funding for the project and for being proactive.

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Councilor Kumar made the motion to approve the award of the bid for Marce Court Sewer improvements (Formal Bid No. 2019) and associated budget adjustments. Seconded by Councilor Schaaf. Roll call: Councilors Kumar, Schaaf, Garcia, Palochak and Mayor Bonaguidi.

### 8. Budget Adjustment for Change Order No. 1-Coal and 9<sup>th</sup> Street Waterline – Dennis Romero, Water and Sanitation Director

Mr. Romero said while working on the water line replacement project at 9<sup>th</sup> Street and Coal Avenue, the contractor and Field Engineer exposed an old water meter and sewer line to a lot in the area. In accordance with the City Code, Section 8-1-4, in the event of a changeover connection, where a connection is changed from an old or existing water main to a new or other water main, the city shall bear the whole cost. Mr. Romero said in order to complete the water line project the City authorized the replacement of the water and sewer service lines to the lot, by Change Order No. 1 in the amount of \$9,470.85 an increase of \$105,496.38 for a revised value of \$114,967.23.

Councilor Palochak made the motion to approve the budget adjustment for Change Order No. 1 for the Coal and 9<sup>th</sup> Street water line. Seconded by Councilor Schaaf. Roll call: Councilors Palochak, Schaaf, Kumar, Garcia and Mayor Bonaguidi all voted yes.

### 9. Budget Adjustment Request-Wastewater FY2020 Closeout – Dennis Romero, Water and Sanitation Director

Mr. Romero said this was the first year the City paid its own utilities, including water and electric, by a transfer of funds. As a result, the Water and Sanitation Department met its commitment to pay utility costs for the Wastewater Treatment Plant (WWTP); however, they are \$74,807.68 short their budget to pay the final invoice from Jacobs and to close out all WWTP costs for this fiscal year. Mr. Romero requested a budget transfer of \$75,000. from Fund 508.

Councilor Kumar made the motion to approve budget adjustment request of \$75,000 for the Wastewater FY 2020 closeout. Seconded by Councilor Palochak. Roll call: Councilors Kumar, Palochak, Garcia, Schaaf and Mayor Bonaguidi all voted yes.

### 10. Budget Adjustment for Walmart Community Grant Award – Captain Erin Toadlena-Pablo, Gallup Police Department

Captain Toadlena-Pablo presented the proposed budget adjustment for revenue and expenditure of the Walmart Community Grant award in the amount of \$2,500. The

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funds will be used to purchase Microsoft Office software for police vehicle mounted laptops.

Councilor Palochak made the motion to approve the budget adjustment for Walmart Community Grant Award in the amount of \$2,500. Seconded by Councilor Garcia. Roll call: Councilor Palochak, Garcia, Schaaf, Kumar and Mayor Bonaguidi all voted yes.

### **Comments by Public on Non-Agenda Items**

None.

### **Comments by Manager and City Attorney**

Ms. Ustick thanked the Mayor and Councilors for their approval of the budget. She expressed hopes of restoring some cuts in December and she acknowledged the Budget Committee for their work. She also provided an update regarding a reopening plan for city facilities, excluding recreation facilities.

### **Comments by Mayor and Councilors**

Mayor Bonaguidi commended everyone who contributed to the budget, including the department heads for their support.

Councilor Palochak thanked Walmart for the grant award and commended the protestors in their peaceful demonstration regarding the Black Lives Matter movement. She also expressed her appreciation to Gallup Police Officers for their support.

Councilor Garcia commended the protestors for practicing their First Amendment rights to assemble and peacefully protest, the downtown business owners who invoked their Second Amendment right to bear arms and thanked Chief Boyd, the Gallup Police Department, McKinley County Sheriff's Department and the State Police for all their work.

Councilor Kumar commended City staff for their work on the budget and praised the Police Department for all they do for the community.

There being no further business, Councilor Schaaf made the motion to adjourn. Seconded by Councilor Garcia. Roll call: Councilors Schaaf, Garcia, Kumar, Palochak and Mayor Bonaguidi all voted yes.

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Mayor Louie Bonaguidi

ATTEST:

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Alicia Palacios, Deputy City Clerk



# Budget Worksheet Report

Budget Year 2021

G/L Account	Account Description	2020 Amended Budget	2020 Actual Amount	2021 BOC Prelim Budget Approved
Fund 207 - E911-MCMDA				
<b>REVENUE</b>				
Department 0000 - REVENUE/TRNSFR				
<i>Fees</i>				
207.0000.34150	PRINTING & COPYING	500.00	143.00	500.00
207.0000.34993	FEES - SPECIAL SERVICES	1,875.00	1,750.00	2,000.00
	<i>Fees Totals</i>	\$2,375.00	\$1,893.00	\$2,500.00
<i>Miscellaneous</i>				
207.0000.36060	REIMBS/REFUNDS/MISC.INCOME	.00	18.74	.00
	<i>Miscellaneous Totals</i>	\$0.00	\$18.74	\$0.00
<i>Intergovernmental grants</i>				
207.0000.37080	ST - E911 ENHANCEMENT (DFA)	20,000.00	12,857.97	32,000.00
	<i>Intergovernmental grants Totals</i>	\$20,000.00	\$12,857.97	\$32,000.00
<i>Other</i>				
207.0000.51000	CASH TRANSFERS IN	1,900,000.00	1,424,999.97	2,000,000.00
	<i>Other Totals</i>	\$1,900,000.00	\$1,424,999.97	\$2,000,000.00
	Department 0000 - REVENUE/TRNSFR Totals	\$1,922,375.00	\$1,439,769.68	\$2,034,500.00
	<b>REVENUE TOTALS</b>	\$1,922,375.00	\$1,439,769.68	\$2,034,500.00
<b>EXPENSE</b>				
Department 0510 - DISPATCH DEPT				
<i>Salaries and wages</i>				
207.0510.41020	FULLTIME SALARIES/WAGES	949,667.00	764,648.21	1,044,941.00
207.0510.41050	OVERTIME	129,900.00	105,688.72	90,000.00
	<i>Salaries and wages Totals</i>	\$1,079,567.00	\$870,336.93	\$1,134,941.00
<i>Employee benefits</i>				
207.0510.42010	FICA- REGULAR	66,614.00	61,219.67	70,367.00
207.0510.42020	FICA- MEDICARE	15,579.00	14,317.57	16,457.00
207.0510.42030	RETIREMENT-PERA	202,633.00	158,857.73	211,971.00
207.0510.42050	MEDICAL - HEALTH INSURANCE	154,996.00	122,889.09	185,953.00
207.0510.42060	RETIREE HEALTH CARE	19,494.00	15,293.28	20,640.00
207.0510.42070	UNEMPLOYMENT INSURANCE	2,000.00	1,916.12	12,960.00
207.0510.42080	WORKERS COMP - PR	450.00	391.30	486.00
207.0510.42930	CONTRACT-USE PERS. CELLPHONE	3,600.00	2,032.01	3,600.00
	<i>Employee benefits Totals</i>	\$465,366.00	\$376,916.77	\$522,434.00
<i>Travel</i>				
207.0510.43010	TRAVEL - MILEAGE	400.00	.00	400.00
207.0510.43020	TRAVEL- PER DIEM (FOOD,LODGE)	2,281.00	2,280.08	10,050.00



# Budget Worksheet Report

Budget Year 2021

G/L Account	Account Description	2020 Amended Budget	2020 Actual Amount	2021 BOC Prelim Budget Approved
Fund 207 - E911-MCMDA				
<b>EXPENSE</b>				
Department	<b>0510 - DISPATCH DEPT</b>			
<i>Travel</i>				
207.0510.43030	TRAVEL-TRANSP/TAXI, PARKING,ETC	300.00	2.00	400.00
207.0510.43900	TRAVEL- FARES AIR, TRAIN, OTHER	3,400.00	3,335.72	.00
207.0510.47040	TRAINING - REGIST/SUPPLY	5,592.00	4,617.00	8,000.00
	<i>Travel Totals</i>	<b>\$11,973.00</b>	<b>\$10,234.80</b>	<b>\$18,850.00</b>
<i>Maintenance</i>				
207.0510.44010	R&M- BUILDING & STRUCT	1,900.00	1,824.21	76,500.00 Roof Repair
207.0510.44011	R&M- CLEANING, PAPER SUPS.MISC	2,100.00	399.52	2,500.00
207.0510.44020	R&M- CONTRACTS- MAINTENANCE	20,260.00	16,813.86	8,620.00
207.0510.44022	M&S- CONTRACTS- SOFTWARE	61,004.00	59,042.52	241,200.00 Simulcast Maint. Contract
207.0510.44030	R&M -CNTY GROUNDS/ROADWAYS	200.00	.00	200.00
207.0510.44040	R&M- EQUIP/FURN/FIXT	6,450.00	1,978.82	1,900.00
207.0510.44041	R&M- VEHICLES, IN HOUSE	200.00	.00	200.00
207.0510.44042	FUEL- GASOLINE/DIESEL	2,000.00	1,832.25	2,000.00
207.0510.44043	R&M - OIL & LUBE	300.00	97.80	300.00
207.0510.44044	TIRES, ALIGNMENTS,REPAIRS	400.00	.00	1,000.00
207.0510.44045	R&M- VEHICLES, OUTSIDE	1,600.00	1,441.57	800.00
	<i>Maintenance Totals</i>	<b>\$96,414.00</b>	<b>\$83,430.55</b>	<b>\$335,220.00</b>
<i>Professional and contractual services</i>				
207.0510.41902	PERSONAL SERVICES- FACILITIES	25,000.00	20,833.30	25,000.00
207.0510.45030	PROFESSIONAL SERVICES	54,563.13	46,043.29	49,500.00 Open PO 10,469
207.0510.45031	SPECIAL SERVICES	300.00	249.00	100.00
207.0510.45040	EMPLOYEE EXAMS-PHYSICAL/PSYCH	2,445.00	2,324.25	4,095.00
	<i>Professional and contractual services Totals</i>	<b>\$82,308.13</b>	<b>\$69,449.84</b>	<b>\$78,695.00</b>
<i>Supplies and non-capital purchases</i>				
207.0510.46010	SUPPLIES- OFFICE	9,000.00	7,536.43	9,000.00
207.0510.46020	NC EQUIP/FURN/FIXT UNDER \$1000	11,112.00	11,005.66	16,908.00
207.0510.46025	SFTWR/HRDWR- MODIF,ACCSR	1,200.00	325.00	2,000.00
207.0510.46026	SOFTWARE - NON-CAP	7,300.00	6,356.15	1,000.00
207.0510.46029	NON-CAP EQUIPMENT-TAG 1000+	11,697.00	11,503.00	.00
	<i>Supplies and non-capital purchases Totals</i>	<b>\$40,309.00</b>	<b>\$36,726.24</b>	<b>\$28,908.00</b>
<i>Operating costs</i>				
207.0510.47060	INS -LIAB, PR, LE, BLDG,CONTS,ETC	15,100.00	15,074.36	20,000.00



# Budget Worksheet Report

Budget Year 2021

G/L Account	Account Description	2020 Amended Budget	2020 Actual Amount	2021 BOC Prelim Budget Approved
Fund 207 - E911-MCMDA				
EXPENSE				
Department 0510 - DISPATCH DEPT				
<i>Operating costs</i>				
207.0510.47070	POSTAGE & MAIL SERVICES	250.00	105.13	250.00
207.0510.47081	MEETING/EVENT EXPENSE	750.00	384.94	750.00
207.0510.47120	EQUIPMENT RENT / LEASE	4,800.00	3,759.14	4,000.00
207.0510.47140	DUES, SUBSCRIPTS, LICENSES	15,170.00	11,468.00	18,670.00
207.0510.47150	TELEPHONE,DATA LINE	28,000.00	20,360.80	28,000.00
207.0510.47160	UTILITIES - ELECTRICITY	30,000.00	26,978.86	30,000.00
207.0510.47161	UTILITIES - GAS/HEATING	1,200.00	783.11	1,200.00
207.0510.47162	UTILITIES - SEWER	600.00	378.42	600.00
207.0510.47163	UTILITIES - TRASH	1,200.00	962.43	1,200.00
207.0510.47164	UTILITIES - WATER	1,000.00	692.89	1,000.00
207.0510.47210	WORKER'S COMP ASSESSMENT	15,800.00	15,792.46	16,000.00
<i>Operating costs Totals</i>		\$113,870.00	\$96,740.54	\$121,670.00
<i>Capital outlay</i>				
207.0510.48020	CO - EQUIPMENT & MACHINERY	21,000.00	19,422.00	.00
207.0510.48910	CO - SOFTWARE SYSTEMS	111,486.60	111,486.60	11,784.00
<i>Capital outlay Totals</i>		\$132,486.60	\$130,908.60	\$11,784.00
Department 0510 - DISPATCH DEPT Totals		\$2,022,293.73	\$1,674,744.27	\$2,252,502.00
Department 0511 - E-911 STATE				
<i>Travel</i>				
207.0511.43010	TRAVEL - MILEAGE	400.00	.00	200.00
207.0511.43020	TRAVEL- PER DIEM (FOOD,LODGE)	3,000.00	1,008.52	5,000.00
207.0511.43030	TRAVEL-TRANSP/TAXI, PARKING,ETC	100.00	.00	100.00
207.0511.47040	TRAINING - REGIST/SUPPLY	6,940.00	5,190.00	15,500.00
<i>Travel Totals</i>		\$10,440.00	\$6,198.52	\$20,800.00
<i>Professional and contractual services</i>				
207.0511.45030	PROFESSIONAL SERVICES	5,375.00	5,366.78	5,200.00
<i>Professional and contractual services Totals</i>		\$5,375.00	\$5,366.78	\$5,200.00
<i>Supplies and non-capital purchases</i>				
207.0511.46020	NC EQUIP/FURN/FIXT UNDER \$1000	2,425.00	2,348.25	1,975.00
207.0511.46026	SOFTWARE - NON-CAP	260.00	258.90	500.00
<i>Supplies and non-capital purchases Totals</i>		\$2,685.00	\$2,607.15	\$2,475.00

Open PO 27,000



# Budget Worksheet Report

Budget Year 2021

G/L Account	Account Description	2020 Amended Budget	2020 Actual Amount	2021 BOC Prelim Budget Approved
Fund <b>207 - E911-MCMDA</b>				
EXPENSE				
Department <b>0511 - E-911 STATE</b>				
Operating costs				
207.0511.47140	DUES, SUBSCRIPTS, LICENSES	1,500.00	1,500.00	3,525.00
	<i>Operating costs Totals</i>	<u>\$1,500.00</u>	<u>\$1,500.00</u>	<u>\$3,525.00</u>
Department <b>0511 - E-911 STATE</b> Totals		<u>\$20,000.00</u>	<u>\$15,672.45</u>	<u>\$32,000.00</u>
	EXPENSE TOTALS	<u>\$2,042,293.73</u>	<u>\$1,690,416.72</u>	<u>\$2,284,502.00</u>
Fund <b>207 - E911-MCMDA</b> Totals				
	REVENUE TOTALS	\$1,922,375.00	\$1,439,769.68	\$2,034,500.00
	EXPENSE TOTALS	\$2,042,293.73	\$1,690,416.72	\$2,284,502.00
Fund <b>207 - E911-MCMDA</b> Totals		<u>(\$119,918.73)</u>	<u>(\$250,647.04)</u>	<u>(\$250,002.00)</u>
	Net Grand Totals			
	REVENUE GRAND TOTALS	\$1,922,375.00	\$1,439,769.68	\$2,034,500.00
	EXPENSE GRAND TOTALS	\$2,042,293.73	\$1,690,416.72	\$2,284,502.00
	Net Grand Totals	<u>(\$119,918.73)</u>	<u>(\$250,647.04)</u>	<u>(\$250,002.00)</u>
	Add Open PO's			<u>(37,469.00)</u>
	Use of Carryover Cash		(287,471.00)	



# Budget Worksheet Report

Budget Year 2021

G/L Account	Account Description	2020 Amended Budget	2020 Actual Amount	2021 Finance/ Manager
<b>Fund 231 - JAB-ADULT DETENT</b>				
<b>REVENUE</b>				
Department	<b>0000 - REVENUE/TRNSFR</b>			
<i>Taxes</i>				
231.0000.31290	GR - COUNTY CORRECTIONAL	1,100,000.00	1,087,227.97	1,150,000.00
	<i>Taxes Totals</i>	<b>\$1,100,000.00</b>	<b>\$1,087,227.97</b>	<b>\$1,150,000.00</b>
<i>Fees</i>				
231.0000.34040	PRISONER CARE - CONTRACTS	300,000.00	831,185.00	1,000,000.00
231.0000.34041	PRISONER CARE - OTHER	200,000.00	145,017.67	150,000.00
231.0000.34043	PRISONER CARE - MCKINLEY COUNTY	1,940,313.00	85,670.21	1,648,455.00
231.0000.34044	PRISONER CARE - CITY OF GALLUP	831,563.00	.00	706,481.00
231.0000.34992	FEES - PROC/BOOKING/FINGERPRINT	17,500.00	18,385.87	20,000.00
	<i>Fees Totals</i>	<b>\$3,289,376.00</b>	<b>\$1,080,258.75</b>	<b>\$3,524,936.00</b>
<i>Miscellaneous</i>				
231.0000.36045	SSA INCENTIVES - CORRECTIONS	.00	400.00	500.00
231.0000.36060	REIMBS/REFUNDS/MISC.INCOME	1,000.00	87.01	500.00
231.0000.36062	REIMBURSEMENT - MEDICAL CARE	1,000.00	11,255.26	12,000.00
231.0000.36064	REIMBURSEMENT-SPECIAL SERVICE	100.00	.00	.00
231.0000.36102	COMMISSIONS - VENDING	300.00	146.87	300.00
	<i>Miscellaneous Totals</i>	<b>\$2,400.00</b>	<b>\$11,889.14</b>	<b>\$13,300.00</b>
Department	<b>0000 - REVENUE/TRNSFR Totals</b>	<b>\$4,391,776.00</b>	<b>\$2,179,375.86</b>	<b>\$4,688,236.00</b>
	<b>REVENUE TOTALS</b>	<b>\$4,391,776.00</b>	<b>\$2,179,375.86</b>	<b>\$4,688,236.00</b>
<b>EXPENSE</b>				
Department	<b>1705 - ADULT DETENTION</b>			
<i>Salaries and wages</i>				
231.1705.41020	FULLTIME SALARIES/WAGES	1,670,740.00	1,400,495.06	1,607,450.00
231.1705.41050	OVERTIME	116,292.00	138,976.51	95,000.00
	<i>Salaries and wages Totals</i>	<b>\$1,787,032.00</b>	<b>\$1,539,471.57</b>	<b>\$1,702,450.00</b>
<i>Employee benefits</i>				
231.1705.42010	FICA- REGULAR	110,627.00	105,582.75	105,552.00
231.1705.42020	FICA- MEDICARE	25,843.00	24,985.79	24,686.00
231.1705.42030	RETIREMENT-PERA	361,451.00	282,353.46	328,420.00
231.1705.42050	MEDICAL - HEALTH INSURANCE	182,142.00	117,341.95	162,530.00
231.1705.42060	RETIREE HEALTH CARE	34,575.00	27,188.51	31,629.00
231.1705.42070	UNEMPLOYMENT INSURANCE	9,560.00	3,991.92	22,560.00
231.1705.42080	WORKERS COMP - PR	895.00	838.50	846.00



# Budget Worksheet Report

Budget Year 2021

G/L Account	Account Description	2020 Amended Budget	2020 Actual Amount	2021 Finance/ Manager
Fund 231 - JAB-ADULT DETENT				
EXPENSE				
Department 1705 - ADULT DETENTION				
Employee benefits				
231.1705.42930	CONTRACT-USE PERS. CELLPHONE	10,300.00	7,244.03	10,300.00
	<i>Employee benefits Totals</i>	<b>\$735,393.00</b>	<b>\$569,526.91</b>	<b>\$686,523.00</b>
<i>Travel</i>				
231.1705.43010	TRAVEL - MILEAGE	200.00	.00	200.00
231.1705.43020	TRAVEL- PER DIEM (FOOD,LODGE)	1,320.00	1,288.72	5,620.00
231.1705.43030	TRAVEL-TRANSP/TAXI, PARKING,ETC	200.00	12.00	220.00
231.1705.43900	TRAVEL- FARES AIR, TRAIN, OTHER	.00	.00	500.00
231.1705.47040	TRAINING - REGIST/SUPPLY	2,000.00	1,935.00	5,325.00
	<i>Travel Totals</i>	<b>\$3,720.00</b>	<b>\$3,235.72</b>	<b>\$11,865.00</b>
<i>Maintenance</i>				
231.1705.44010	R&M- BUILDING & STRUCT	16,300.00	16,191.86	10,000.00
231.1705.44011	R&M- CLEANING, PAPER SUPS.MISC	21,000.00	18,540.14	21,000.00
231.1705.44020	R&M- CONTRACTS- MAINTENANCE	16,503.00	11,942.38	10,000.00
231.1705.44022	M&S- CONTRACTS- SOFTWARE	22,500.00	20,622.88	25,000.00
231.1705.44040	R&M- EQUIP/FURN/FIXT	15,000.00	8,664.15	10,500.00
231.1705.44041	R&M- VEHICLES, IN HOUSE	1,500.00	450.43	1,000.00
231.1705.44042	FUEL- GASOLINE/DIESEL	11,000.00	12,152.68	12,000.00
231.1705.44043	R&M - OIL & LUBE	1,000.00	699.07	1,000.00
231.1705.44044	TIRES, ALIGNMENTS,REPAIRS	1,500.00	1,320.36	1,000.00
231.1705.44045	R&M- VEHICLES, OUTSIDE	2,000.00	1,028.97	1,500.00
231.1705.44902	MAINT. TOOLS	450.00	65.59	200.00
	<i>Maintenance Totals</i>	<b>\$108,753.00</b>	<b>\$91,678.51</b>	<b>\$93,200.00</b>
<i>Professional and contractual services</i>				
231.1705.41902	PERSONAL SERVICES- FACILITIES	36,000.00	33,000.00	36,000.00
231.1705.45029	CONTRACT SVCS - ADC MEDICAL	720,622.00	460,046.02	850,000.00
231.1705.45030	PROFESSIONAL SERVICES	4,500.00	1,963.06	5,000.00
231.1705.45031	SPECIAL SERVICES	98,000.00	65,333.36	98,000.00
231.1705.45900	OTHER SERV -CONTRACT/MEDICAL	16,220.00	15,520.00	.00
	<i>Professional and contractual services Totals</i>	<b>\$875,342.00</b>	<b>\$575,862.44</b>	<b>\$989,000.00</b>
<i>Supplies and non-capital purchases</i>				
231.1705.46010	SUPPLIES- OFFICE	16,352.00	15,256.88	15,500.00
231.1705.46013	SUPPLIES- POLICE & AMMUNITION	6,500.00	4,329.84	6,500.00



# Budget Worksheet Report

Budget Year 2021

G/L Account	Account Description	2020 Amended Budget	2020 Actual Amount	2021 Finance/ Manager
Fund 231 - JAB-ADULT DETENT				
EXPENSE				
Department 1705 - ADULT DETENTION				
Supplies and non-capital purchases				
231.1705.46016	RADIO -BATTERY/ACCSRY	1,250.00	780.20	1,000.00
231.1705.46020	NC EQUIP/FURN/FIXT UNDER \$1000	1,600.00	1,116.41	5,000.00
231.1705.46025	SFTWR/HRDWR- MODIF,ACCSR	250.00	573.33	250.00
231.1705.46029	NON-CAP EQUIPMENT-TAG 1000+	2,000.00	1,892.60	.00
231.1705.46030	SAFETY EQUIP, SUPPLIES	5,347.25	5,015.05	2,200.00
231.1705.46040	UNIFORMS, REQUIRED CLOTHING	1,300.00	221.60	3,500.00
	<i>Supplies and non-capital purchases Totals</i>	<b>\$34,599.25</b>	<b>\$29,185.91</b>	<b>\$33,950.00</b>
Operating costs				
231.1705.47018	PRIS CARE - MONITORING OS FACL	1,200.00	292.50	1,000.00
231.1705.47019	PRIS CARE - MEDICAL IN HOUSE	1,800.00	1,741.06	.00
231.1705.47020	PRIS CARE- DETENTION COSTS	.00	.00	700.00
231.1705.47022	PRIS CARE- PRESCRIPTIONS	400.00	29.49	.00
231.1705.47023	PRIS CARE- EDUC/SAFETY/OTHER	100.00	.00	.00
231.1705.47025	PRIS CARE- HYGIENE	11,000.00	10,041.38	10,000.00
231.1705.47026	PRIS CARE- CLOTHING	500.00	449.75	3,000.00
231.1705.47027	PRIS CARE- BEDDING/LINENS	1,500.00	1,500.00	2,200.00
231.1705.47028	PRIS CARE- FOOD/ MEALS	220,000.00	234,392.82	285,000.00
231.1705.47060	INS -LIAB, PR, LE, BLDG,CONTS,ETC	323,500.00	284,939.86	320,000.00
231.1705.47070	POSTAGE & MAIL SERVICES	250.00	158.63	250.00
231.1705.47080	PUBLISH/ADVERTISING	300.00	112.27	300.00
231.1705.47081	MEETING/EVENT EXPENSE	450.00	39.76	450.00
231.1705.47140	DUES, SUBSCRIPTS, LICENSES	750.00	220.00	1,000.00
231.1705.47150	TELEPHONE,DATA LINE	20,300.00	16,602.06	20,300.00
231.1705.47160	UTILITIES - ELECTRICITY	63,832.00	57,086.23	65,000.00
231.1705.47161	UTILITIES - GAS/HEATING	14,579.00	10,705.25	15,000.00
231.1705.47162	UTILITIES - SEWER	29,002.00	40,271.98	35,000.00
231.1705.47163	UTILITIES - TRASH	7,154.00	5,814.13	8,000.00
231.1705.47164	UTILITIES - WATER	56,331.00	78,479.55	75,000.00
231.1705.47210	WORKER'S COMP ASSESSMENT	41,125.00	32,900.94	41,000.00
231.1705.47800	SERV/ FIN - CHARGES	100.00	.00	.00
	<i>Operating costs Totals</i>	<b>\$794,173.00</b>	<b>\$775,777.66</b>	<b>\$883,200.00</b>



# Budget Worksheet Report

Budget Year 2021

G/L Account	Account Description	2020 Amended Budget	2020 Actual Amount	2021 Finance/ Manager
Fund 231 - JAB-ADULT DETENT				
EXPENSE				
Department 1705 - ADULT DETENTION				
Capital outlay				
231.1705.48910	CO - SOFTWARE SYSTEMS	12,500.00	10,580.04	.00
	<i>Capital outlay Totals</i>	<b>\$12,500.00</b>	<b>\$10,580.04</b>	<b>\$0.00</b>
Department 1705 - ADULT DETENTION Totals		<b>\$4,351,512.25</b>	<b>\$3,595,318.76</b>	<b>\$4,400,188.00</b>
	EXPENSE TOTALS	<b>\$4,351,512.25</b>	<b>\$3,595,318.76</b>	<b>\$4,400,188.00</b>
Fund 231 - JAB-ADULT DETENT Totals				
	REVENUE TOTALS	\$4,391,776.00	\$2,179,375.86	\$4,688,236.00
	EXPENSE TOTALS	\$4,351,512.25	\$3,595,318.76	\$4,400,188.00
Fund 231 - JAB-ADULT DETENT Totals		\$40,263.75	(\$1,415,942.90)	\$288,048.00
	Net Grand Totals			
	REVENUE GRAND TOTALS	\$4,391,776.00	\$2,179,375.86	\$4,688,236.00
	EXPENSE GRAND TOTALS	\$4,351,512.25	\$3,595,318.76	\$4,400,188.00
	Net Grand Totals	\$40,263.75	(\$1,415,942.90)	\$288,048.00



# Budget Performance Report

Date Range 07/01/19 - 05/31/20  
Include Rollup Account and Rollup to Account

11 of 12 Months completed - 91% of the budget used

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 231 - JAB-ADULT DETENT									
REVENUE									
Department 0000 - REVENUE/TRNSFR									
31290	GR - COUNTY CORRECTIONAL	1,100,000.00	.00	1,100,000.00	128,328.54	.00	1,215,556.51	(115,556.51)	111
34040	PRISONER CARE - CONTRACTS	300,000.00	295,500.00	595,500.00	45,933.00	.00	877,118.00	(281,618.00)	147
34041	PRISONER CARE - OTHER	200,000.00	.00	200,000.00	.00	.00	145,017.67	54,982.33	73
34043	PRISONER CARE - MCKINLEY COUNTY	1,940,313.00	.00	1,940,313.00	.00	.00	85,670.21	1,854,642.79	4
34044	PRISONER CARE - CITY OF GALLUP	831,563.00	.00	831,563.00	.00	.00	.00	831,563.00	0
34992	FEES - PROC/BOOKING/FINGERPRINT	17,500.00	.00	17,500.00	288.65	.00	18,674.52	(1,174.52)	107
36045	SSA INCENTIVES - CORRECTIONS	.00	.00	.00	.00	.00	400.00	(400.00)	+++
36060	REIMBS/REFUNDS/MISC.INCOME	1,000.00	.00	1,000.00	.00	.00	87.01	912.99	9
36062	REIMBURSEMENT - MEDICAL CARE	1,000.00	.00	1,000.00	.00	.00	11,255.26	(10,255.26)	1126
36064	REIMBURSEMENT-SPECIAL SERVICE	100.00	.00	100.00	.00	.00	.00	100.00	0
36102	COMMISSIONS - VENDING	300.00	.00	300.00	19.49	.00	166.36	133.64	55
Department 0000 - REVENUE/TRNSFR Totals		\$4,391,776.00	\$295,500.00	\$4,687,276.00	\$174,569.68	\$0.00	\$2,353,945.54	\$2,333,330.46	50%
REVENUE TOTALS		\$4,391,776.00	\$295,500.00	\$4,687,276.00	\$174,569.68	\$0.00	\$2,353,945.54	\$2,333,330.46	50%
EXPENSE									
Department 1705 - ADULT DETENTION									
41020	FULLTIME SALARIES/WAGES	1,631,899.00	38,841.00	1,670,740.00	171,890.63	.00	1,512,159.28	158,580.72	91
41030	PART-TIME POSITIONS	.00	.00	.00	121.76	.00	121.76	(121.76)	+++
41050	OVERTIME	75,000.00	96,292.00	171,292.00	7,897.37	.00	144,689.03	26,602.97	84
41902	PERSONAL SERVICES- FACILITIES	36,000.00	.00	36,000.00	3,000.00	.00	33,000.00	3,000.00	92
42010	FICA- REGULAR	106,227.00	4,400.00	110,627.00	12,574.70	.00	113,714.76	(3,087.76)	103
42020	FICA- MEDICARE	24,843.00	1,000.00	25,843.00	2,940.86	.00	26,887.63	(1,044.63)	104
42030	RETIREMENT-PERA	343,731.00	17,720.00	361,451.00	35,450.66	.00	305,559.88	55,891.12	85
42050	MEDICAL - HEALTH INSURANCE	173,142.00	9,000.00	182,142.00	9,666.96	.00	122,155.41	59,986.59	67
42060	RETIREE HEALTH CARE	32,875.00	1,700.00	34,575.00	3,410.41	.00	29,421.00	5,154.00	85
42070	UNEMPLOYMENT INSURANCE	22,880.00	(13,320.00)	9,560.00	.00	.00	3,991.92	5,568.08	42
42080	WORKERS COMP - PR	858.00	37.00	895.00	.00	.00	838.50	56.50	94
42930	CONTRACT-USE PERS. CELLPHONE	9,000.00	1,300.00	10,300.00	750.00	.00	7,994.03	2,305.97	78
43010	TRAVEL - MILEAGE	200.00	.00	200.00	.00	.00	.00	200.00	0
43020	TRAVEL- PER DIEM (FOOD,LODGE)	4,520.00	(3,200.00)	1,320.00	.00	.00	1,288.72	31.28	98
43030	TRAVEL-TRANSP/TAXI, PARKING,ETC	200.00	.00	200.00	.00	.00	12.00	188.00	6
44010	R&M- BUILDING & STRUCT	8,500.00	15,300.00	23,800.00	417.00	1,783.21	14,378.28	7,638.51	68
44011	R&M- CLEANING, PAPER SUPS.MISC	16,000.00	5,000.00	21,000.00	789.28	200.00	18,592.05	2,207.95	89
44020	R&M- CONTRACTS- MAINTENANCE	18,000.00	(1,497.00)	16,503.00	1,546.28	.00	12,683.92	3,819.08	77
44022	M&S- CONTRACTS- SOFTWARE	20,000.00	2,500.00	22,500.00	.00	.00	20,622.88	1,877.12	92



# Budget Performance Report

Date Range 07/01/19 - 05/31/20

Include Rollup Account and Rollup to Account

44040	R&M- EQUIP/FURN/FIXT	15,000.00	.00	15,000.00	345.42	.00	<b>8,664.15</b>	6,335.85	58
44041	R&M- VEHICLES, IN HOUSE	1,500.00	.00	1,500.00	.00	.00	<b>450.43</b>	1,049.57	30
44042	FUEL- GASOLINE/DIESEL	10,000.00	4,000.00	14,000.00	417.64	.00	<b>12,152.68</b>	1,847.32	87
44043	R&M - OIL & LUBE	1,000.00	.00	1,000.00	.00	.00	<b>699.07</b>	300.93	70
44044	TIRES, ALIGNMENTS,REPAIRS	1,500.00	.00	1,500.00	.00	752.85	<b>567.51</b>	179.64	88
44045	R&M- VEHICLES, OUTSIDE	2,000.00	.00	2,000.00	.00	.00	<b>1,028.97</b>	971.03	51
44902	MAINT. TOOLS	250.00	200.00	450.00	.00	.00	<b>65.59</b>	384.41	15
45029	CONTRACT SVCS - ADC MEDICAL	687,922.00	152,700.00	840,622.00	70,726.48	.00	<b>530,772.50</b>	309,849.50	63
45030	PROFESSIONAL SERVICES	5,000.00	(500.00)	4,500.00	.00	254.79	<b>1,708.27</b>	2,536.94	44
45031	SPECIAL SERVICES	98,000.00	.00	98,000.00	.00	.00	<b>65,333.36</b>	32,666.64	67
45900	OTHER SERV -CONTRACT/MEDICAL	16,120.00	100.00	16,220.00	.00	.00	<b>15,520.00</b>	700.00	96
46010	SUPPLIES- OFFICE	17,000.00	352.00	17,352.00	438.78	.00	<b>15,450.80</b>	1,901.20	89
46013	SUPPLIES- POLICE & AMMUNITION	4,000.00	2,500.00	6,500.00	.00	658.00	<b>3,671.84</b>	2,170.16	67
46016	RADIO -BATTERY/ACCSRY	1,250.00	.00	1,250.00	288.90	.00	<b>780.20</b>	469.80	62
46020	NC EQUIP/FURN/FIXT UNDER \$1000	4,700.00	(3,100.00)	1,600.00	.00	578.04	<b>538.37</b>	483.59	70
46025	SFTWR/HRDWR- MODIF,ACCSR	250.00	400.00	650.00	357.43	.00	<b>573.33</b>	76.67	88
46029	NON-CAP EQUIPMENT-TAG 1000+	.00	2,000.00	2,000.00	.00	.00	<b>1,892.60</b>	107.40	95
46030	SAFETY EQUIP, SUPPLIES	1,500.00	3,847.25	5,347.25	.00	1,417.80	<b>3,597.25</b>	332.20	94
46040	UNIFORMS, REQUIRED CLOTHING	5,000.00	(4,700.00)	300.00	.00	.00	<b>221.60</b>	78.40	74
47018	PRIS CARE - MONITORING OS FACL	1,200.00	(900.00)	300.00	.00	.00	<b>292.50</b>	7.50	98
47019	PRIS CARE - MEDICAL IN HOUSE	6,400.00	(4,600.00)	1,800.00	.00	.00	<b>1,741.06</b>	58.94	97
47020	PRIS CARE- DETENTION COSTS	1,200.00	(1,200.00)	.00	.00	.00	<b>.00</b>	.00	+++
47022	PRIS CARE- PRESCRIPTIONS	400.00	.00	400.00	.00	.00	<b>29.49</b>	370.51	7
47023	PRIS CARE- EDUC/SAFETY/OTHER	100.00	.00	100.00	.00	.00	<b>.00</b>	100.00	0
47025	PRIS CARE- HYGIENE	6,000.00	5,000.00	11,000.00	295.90	451.55	<b>9,841.38</b>	707.07	94
47026	PRIS CARE- CLOTHING	1,500.00	(1,000.00)	500.00	.00	.00	<b>449.75</b>	50.25	90
47027	PRIS CARE- BEDDING/LINENS	1,500.00	.00	1,500.00	.00	.00	<b>1,500.00</b>	.00	100
47028	PRIS CARE- FOOD/ MEALS	220,000.00	65,000.00	285,000.00	14,317.86	.00	<b>248,710.68</b>	36,289.32	87
47040	TRAINING - REGIST/SUPPLY	2,000.00	.00	2,000.00	.00	.00	<b>1,935.00</b>	65.00	97
47060	INS -LIAB, PR, LE, BLDG,CONTS,ETC	300,000.00	23,500.00	323,500.00	.00	.00	<b>284,939.86</b>	38,560.14	88
47070	POSTAGE & MAIL SERVICES	250.00	.00	250.00	.00	.00	<b>158.63</b>	91.37	63
47080	PUBLISH/ADVERTISING	300.00	.00	300.00	22.10	.00	<b>134.37</b>	165.63	45
47081	MEETING/EVENT EXPENSE	.00	450.00	450.00	.00	.00	<b>39.76</b>	410.24	9
47140	DUES, SUBSCRIPTS, LICENSES	500.00	250.00	750.00	.00	.00	<b>220.00</b>	530.00	29
47150	TELEPHONE,DATA LINE	20,000.00	300.00	20,300.00	1,723.43	.00	<b>18,087.56</b>	2,212.44	89
47160	UTILITIES - ELECTRICITY	62,000.00	1,832.00	63,832.00	5,358.49	.00	<b>57,086.23</b>	6,745.77	89
47161	UTILITIES - GAS/HEATING	13,950.00	629.00	14,579.00	443.17	.00	<b>11,148.42</b>	3,430.58	76
47162	UTILITIES - SEWER	29,000.00	15,502.00	44,502.00	3,940.96	.00	<b>40,271.98</b>	4,230.02	90
47163	UTILITIES - TRASH	6,900.00	254.00	7,154.00	564.48	.00	<b>5,814.13</b>	1,339.87	81
47164	UTILITIES - WATER	55,000.00	31,331.00	86,331.00	7,735.13	.00	<b>78,479.55</b>	7,851.45	91
47210	WORKER'S COMP ASSESSMENT	40,000.00	1,125.00	41,125.00	.00	.00	<b>32,900.94</b>	8,224.06	80



# Budget Performance Report

Date Range 07/01/19 - 05/31/20  
Include Rollup Account and Rollup to Account

47800	SERV/ FIN - CHARGES	100.00	.00	100.00	.00	.00	.00	100.00	0
48910	CO - SOFTWARE SYSTEMS	.00	12,500.00	12,500.00	.00	.00	<b>10,580.04</b>	1,919.96	85
Department 1705 - ADULT DETENTION Totals		\$4,164,167.00	\$482,845.25	\$4,647,012.25	\$357,432.08	\$6,096.24	<b>\$3,836,160.90</b>	\$804,755.11	83%
EXPENSE TOTALS		\$4,164,167.00	\$482,845.25	\$4,647,012.25	\$357,432.08	\$6,096.24	<b>\$3,836,160.90</b>	\$804,755.11	83%
Fund 231 - JAB-ADULT DETENT Totals									
REVENUE TOTALS		4,391,776.00	295,500.00	4,687,276.00	174,569.68	.00	<b>2,353,945.54</b>	2,333,330.46	50%
EXPENSE TOTALS		4,164,167.00	482,845.25	4,647,012.25	357,432.08	6,096.24	<b>3,836,160.90</b>	804,755.11	83%
Fund 231 - JAB-ADULT DETENT Totals		\$227,609.00	(\$187,345.25)	\$40,263.75	(\$182,862.40)	(\$6,096.24)	<b>(\$1,482,215.36)</b>	\$1,528,575.35	
Grand Totals									
REVENUE TOTALS		4,391,776.00	295,500.00	4,687,276.00	174,569.68	.00	<b>2,353,945.54</b>	2,333,330.46	50% ↓41%
EXPENSE TOTALS		4,164,167.00	482,845.25	4,647,012.25	357,432.08	6,096.24	<b>3,836,160.90</b>	804,755.11	83% ↓8%
Grand Totals		\$227,609.00	(\$187,345.25)	\$40,263.75	(\$182,862.40)	(\$6,096.24)	<b>(\$1,482,215.36)</b>	\$1,528,575.35	

Net Operating Loss

Operations as of 5/2020  
Add: June Projected Revenue  
Subtract: June Expenses

(1,482,215.36)  
200,000.00  
(500,000.00)

(1,782,215.36)	30% City	534,664.61
	70% County	1,247,550.75
		1,782,215.36

Cash Balance as of 5/31/2020	
(550,641.88)	
(300,000.00)	June Net Loss
1,782,215.36	Add City/County Portion
<b>\$931,573.48</b>	Approx: 3 Months of Reserve

	Budgeted	Actual	Savings
City	831,563.00	(534,664.61)	296,898.39
County	1,854,643.00	(1,247,550.75)	607,092.25

## Quarterly Report Data

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

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

<b>JSACC</b>	2018	2019
<b>type</b>	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

<b>DWI IOP</b>	2018	2019
<b>type</b>	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 1 FY20

## LET Report Data

### JSACC

- January:** Case Management: **3 NEW, 24 TOTAL**  
Botvin Life Skills: 30 – Wingate Mid School (Dorm)  
(Unduplicated)  
Botvin Life Skills: 23 – Wingate Mid School (8<sup>th</sup> Grade)  
(Unduplicated)
- February:** Case Management: **1 NEW, 9 TOTAL**  
Botvin Life Skills: 30 – Wingate Mid School (Dorm) (Duplicated)  
Botvin Life Skills: 23 – Wingate Mid School (8<sup>th</sup> Grade)  
(Duplicated)
- March:** Case Management: **1 NEW, 10 TOTAL**  
Botvin Life Skills: 30 – Wingate Mid School (Dorm) (Duplicated)  
Botvin Life Skills: 23 – Wingate Mid School (8<sup>th</sup> Grade)  
(Duplicated)

- 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.
- Several clients were discharged at the end of January; 7 Successful; 5 Unsuccessful
- Began Botvin Life Skills groups at Wingate School for one of their 8<sup>th</sup> Grade classes as well as a group of their Dorm students.



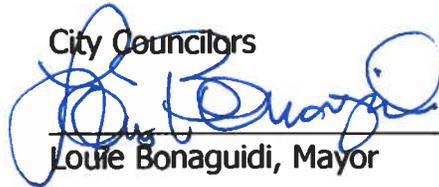
CITY OF GALLUP  
OFFICE OF THE MAYOR  
STATE OF NEW MEXICO

June 18, 2020

**MEMORANDUM**

TO: City Councilors

FROM:

  
\_\_\_\_\_  
Louie Bonaguidi, Mayor

RE: Planning and Zoning Commission

Due to the expiration of terms, there are two vacancies on the Planning and Zoning Commission. Accordingly, I am requesting your concurrence to re-appoint Matt Long and to appoint Kyle Spolar to the Commission.

We would like to thank Mr. Long and Mr. Spolar for their willingness and dedication to serve as Commission members.

Your consideration of this matter is greatly appreciated.

**A RESOLUTION BY THE CITY COUNCIL OF GALLUP, NEW MEXICO AUTHORIZING CITY STAFF TO SUBMIT A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE LOCAL GOVERNMENT DIVISION OF THE NEW MEXICO DEPARTMENT OF FINANCE ADMINISTRATION FOR THE WEST LOGAN AVENUE RECONSTRUCTION PROJECT.**

**WHEREAS**, the need exists within the **City Of Gallup, NM** for improvement projects in several low and moderate income neighborhoods, and the **City Of Gallup, NM** desires to apply to the Housing and Urban Development's Community Development Block Grant (CDBG) Program to obtain funding for neighborhood improvement projects; and

**WHEREAS**, the **City Of Gallup, NM** has held two public hearings for public input and comment on 7 January 2020 and 21 January 2020 during the 2020 CDBG application process; and

**WHEREAS**, the **Gallup City Council** itself held a third public meeting on 28 January 2020 for public input, comment, and project preselection; and

**WHEREAS**, the **Gallup City Council** finds that there is a significant need to undertake the **West Logan Avenue Reconstruction Project** to provide adequate services to the Chihuahuita low to moderate income neighborhood; and

**WHEREAS**, the **Gallup City Council** has determined that the **West Logan Ave Reconstruction Project** meets the requirements of the CDBG Programs.

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

1. City Staff is hereby authorized to prepare and submit a CDBG application to the Local Government Division of the New Mexico Department Of Finance And Administration for the **West Logan Avenue Reconstruction Project**;
2. **Gallup City Council** directs and designates Ms. Maryann Ustick (City Manager) or her delegatee as the authorized City representative to act in all matters in connection with this application and the City Of Gallup, NM's participation in the New Mexico CDBG Program.
3. Per the New Mexico CDBG program, **City Of Gallup, NM** is required to submit an application for a full and phased version of the project:

- a. Full project grant application request amount is **\$750,000**, and **City Of Gallup, NM** will commit the required cash amount of **\$75,000** for the **West Logan Avenue Reconstruction Project**.
- b. Phased project grant application request amount is **\$569,838**, and the **City Of Gallup, NM** will commit the required cash match of **\$56,984** for **West Logan Ave Reconstruction Project**.

**PASSED, ADOPTED, AND APPROVED THIS 26<sup>th</sup> DAY OF MAY 2020.**

CITY OF GALLUP, NEW MEXICO

By: \_\_\_\_\_  
Louie Bonaguidi,  
Mayor

ATTEST:

\_\_\_\_\_  
Al Abeita  
City Clerk

RESOLUTION R-\_\_\_\_\_

ADOPTING A REVISION TO THE CITY OF GALLUP, NM'S  
INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)

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

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GALLUP, NEW MEXICO that:

1. The City has adopted the attached FY 2021-2025 Infrastructure Capital Improvement Plan as revised, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. R2019-39.

PASSED, APPROVED, and ADOPTED this 23<sup>rd</sup> day of June 2020.

CITY OF GALLUP, NEW MEXICO

By: \_\_\_\_\_

Louis O. Bonaguidi, Mayor

ATTEST:

\_\_\_\_\_  
Alfred Abeita, City Clerk

# Infrastructure Capital Improvement Plan FY 2022-2026

## Gallup Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total	Amount	Phases?
											Project Cost	Not Yet Funded	
34798	2022	001	Public Safety Building Construction	Facilities - Administrative Facilities	6,040,000	4,200,000	0	0	0	0	10,240,000	4,200,000	No
33173	2022	002	Coal Ave Commons Construction Proj	Other - Other	792,000	2,770,000	0	0	0	0	3,562,000	2,770,000	No
30221	2022	003	East Nizhoni Blvd. Reconstruction Proj	Transportation - Highways/Roads/Bridges	0	1,010,000	2,795,000	590,000	0	0	4,395,000	4,395,000	No
12645	2022	004	New Regional Library Bldg Construction Prj	Facilities - Libraries	0	1,112,000	8,164,000	8,164,000	0	0	17,440,000	17,440,000	No
37222	2022	005	West Logan Avenue Improvements	Transportation - Highways/Roads/Bridges	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
34736	2022	006	New Regional Sr Citizen Ctr Constr	Facilities - Senior Facilities	43,000	720,000	10,451,000	0	0	0	11,214,000	11,171,000	No
34112	2022	007	West Aztec Ave Storm Drainage Improvements	Water - Storm/Surface Water Control	0	150,000	824,000	0	0	0	974,000	974,000	No
31691	2022	008	Washington Park (TDFL) Track Reconstruction	Facilities - Other	0	345,000	0	0	0	0	345,000	345,000	No
31596	2022	009	Police Vehicles Procurement	Vehicles - Public Safety Vehicle	226,000	620,340	853,883	603,835	554,865	495,135	3,354,058	3,128,058	Yes
34321	2022	010	New Regional Animal Shelter Constrtn	Facilities - Other	49,000	400,000	358,000	7,730,000	0	0	8,537,000	8,488,000	No
32592	2022	011	Water Line Replacement (Lincoln/Vega/Strong)	Water - Water Supply	0	400,000	0	0	0	0	400,000	400,000	No
32593	2022	012	Water Line Replacement (Victoria Ave)	Water - Water Supply	0	21,150	119,850	0	0	0	141,000	141,000	No
32583	2022	013	Sewer Main Replacement (fr Aztec to Country Club)	Water - Wastewater	0	32,250	182,750	0	0	0	215,000	215,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

35071	2022	014	Playground of Dreams Picnic Shelter Construction	Facilities - Other	0	75,000	0	0	0	0	75,000	75,000	No
20861	2022	015	Water Tank Rehabilitation (Twin Buttes)	Water - Water Supply	0	234,750	1,330,250	0	0	0	1,565,000	1,565,000	No
20863	2022	016	Water Line Replacement (Maloney Ave)	Water - Water Supply	35,000	350,000	0	0	0	0	385,000	350,000	No
34982	2022	017	City Hall Alley Electric System Improvements	Other - Utilities (publicly owned)	95,000	300,000	300,000	0	0	0	695,000	600,000	No
32582	2022	018	Sewer Main Replacement (Linda Dr to Monterey)	Water - Water Supply	0	16,500	93,500	0	0	0	110,000	110,000	No
34981	2022	019	Traffic Signal Upgrades	Other - Utilities (publicly owned)	20,000	20,500	21,013	21,538	22,077	24,284	129,412	109,412	No
34038	2022	020	Airport Pavement Maintenance & Rehab (Taxiway)	Transportation - Airports	0	360,000	0	0	0	0	360,000	360,000	No
32562	2022	021	Sewer Main Replacement (Linda Dr to Red Rock)	Water - Wastewater	13,500	100,000	0	0	0	0	113,500	100,000	No
31602	2022	022	Fiber Optic System Installation	Facilities - Administrative Facilities	152,914	200,000	0	0	0	0	352,914	200,000	No
32534	2022	023	Fort Wingate Substation Upgrade	Other - Utilities (publicly owned)	0	220,762	0	0	0	0	220,762	220,762	No
35841	2022	024	G-22 Water Monitoring	Water - Other	100	15,000	0	0	0	0	15,100	15,000	No
32528	2022	025	Whole Block Sidewalk Reconstr Program	Other - Other	0	350,000	350,000	350,000	350,000	350,000	1,750,000	1,750,000	No
32527	2022	026	Whole Block Curb & Gutter Reconstr Program	Other - Other	0	450,000	450,000	450,000	450,000	450,000	2,250,000	2,250,000	No
32590	2022	027	Water Line Replacement (NM118/McKinley/Luis)	Water - Water Supply	72,600	432,000	0	0	0	0	504,600	432,000	No
20864	2022	028	Water Tank Rehabilitation (Rehoboth)	Water - Water Supply	234,750	1,330,250	0	0	0	0	1,565,000	1,330,250	No
34127	2022	029	NGWP Reach 27.10	Water - Water Supply	0	8,825,000	0	0	0	0	8,825,000	8,825,000	No
34992	2022	030	Boardman Drive Sewer Realignment	Water - Wastewater	0	10,000	71,250	0	0	0	81,250	81,250	No

## Infrastructure Capital Improvement Plan FY 2022-2026

32530	2022	031	LED Street Light Upgrades	Other - Utilities (publicly owned)	30,000	30,000	30,000	30,000	30,000	30,000	180,000	150,000	No
32531	2022	032	Transformer Requirements	Other - Utilities (publicly owned)	126,075	129,227	132,458	135,769	139,163	153,079	815,771	689,696	Yes
32532	2022	033	Capital Service Line Extensions	Other - Utilities (publicly owned)	172,303	176,610	181,025	185,551	190,190	0	905,679	733,376	Yes
32539	2022	034	Electric Distribution System Improvements	Other - Utilities (publicly owned)	107,689	110,381	113,141	115,969	118,869	0	566,049	458,360	Yes
35898	2022	035	Red Rock Lift Station Replace Pumps	Other - Utilities (publicly owned)	0	80,000	0	0	0	0	80,000	80,000	No
35918	2022	036	Alley Infrastructure Improvements Ph 1 & 2	Other - Utilities (publicly owned)	0	200,000	0	0	0	0	200,000	200,000	No
22352	2022	037	Downtown Coal Ave Alley Recon Ph 2 (2nd-3rd St)	Other - Other	78,235	400,000	0	0	0	0	478,235	400,000	No
34020	2022	038	Red Rock Park Campsites Electr Peds Replcmnt Phs 2	Facilities - Other	0	100,000	0	0	0	0	100,000	100,000	No
32585	2022	039	Water Line Replacement (Aztec/Coal fr 9th/Cliff)	Water - Water Supply	50,000	200,000	300,000	300,000	510,000	0	1,360,000	1,310,000	Yes
23734	2022	040	Allison Substation Upgrade	Other - Utilities (publicly owned)	1,482,503	2,000,000	200,000	0	0	0	3,682,503	2,200,000	No
35901	2022	041	WWTP Relocation of Brush in Oxidation Ditch	Water - Wastewater	0	30,000	0	0	0	0	30,000	30,000	No
31678	2022	042	Various Parks Picnic Shelters Reconstr & Addtns	Facilities - Other	0	50,000	125,000	125,000	0	0	300,000	300,000	No
32584	2022	043	Water Distribution System Minor Improvements	Water - Water Supply	0	250,000	250,000	250,000	250,000	250,000	1,250,000	1,250,000	Yes
32536	2022	044	115kv Line Exten to Mendoza & Ft Wingate Subst	Other - Utilities (publicly owned)	0	85,000	0	0	0	0	85,000	85,000	No
32552	2022	045	Effluent Pump Station Rehab (Golf Course)	Water - Wastewater	43,500	245,500	0	0	0	0	289,000	245,500	No

## Infrastructure Capital Improvement Plan FY 2022-2026

13906	2022	046	Mill & Overlay City Streets (COOP Program)	Transportation - Highways/Roads/Bridges	0	360,528	160,000	160,000	520,000	520,000	1,720,528	1,720,528	No
31598	2022	047	Ford Dr & Aztec Ave Concrete Pavement Constr	Transportation - Highways/Roads/Bridges	126,000	24,000	0	0	0	0	150,000	24,000	No
32557	2022	048	Sewer Collection System Improvements	Water - Wastewater	0	250,000	250,000	250,000	250,000	250,000	1,250,000	1,250,000	Yes
32471	2022	049	City Hall HVAC Replacement	Facilities - Administrative Facilities	0	100,000	100,000	100,000	0	0	300,000	300,000	Yes
29014	2022	050	Detox Center Grease Trap Installation	Facilities - Other	0	50,000	0	0	0	0	50,000	50,000	No
35845	2022	051	Downtown Coal Ave Alley Reconstruction Ph 1 & 2	Other - Utilities (publicly owned)	250,000	200,000	0	0	0	0	450,000	200,000	No
35645	2022	052	Vehicle Service Ctr Exhaust System	Facilities - Other	0	22,300	0	0	0	0	22,300	22,300	No
35684	2022	053	Main Library Reflooring	Facilities - Libraries	0	50,000	0	0	0	0	50,000	50,000	No
35695	2022	054	Veterans Memorial Improvements	Facilities - Cultural Facilities	0	50,000	0	0	0	0	50,000	50,000	No
35697	2022	055	Aquatic Center Pool Rehabilitation	Facilities - Other	0	50,000	150,000	0	0	0	200,000	200,000	No
35698	2022	056	Aquatic Center ADA Pool Lifts	Facilities - Other	0	8,500	8,500	0	0	0	17,000	17,000	No
35710	2022	057	Red Rock Park Auditorium Roof Repair	Facilities - Convention Facilities	0	75,000	325,000	0	0	0	400,000	400,000	No
35715	2022	058	City Landscaping & ROW Drainage Improvements	Other - Other	0	50,000	50,000	50,000	50,000	50,000	250,000	250,000	No
35734	2022	059	Fire Station #2 Parking Lot Resurface	Facilities - Administrative Facilities	110,000	115,000	0	0	0	0	225,000	115,000	No
22350	2022	060	Downtown Coal Ave Alley Reconstruction Ph 1	Other - Other	350,000	100,000	0	0	0	0	450,000	100,000	Yes
35825	2022	061	NGWSP Professional Services	Water - Water Supply	2,111	5,000	5,000	5,000	5,000	5,000	27,111	25,000	No
34136	2022	062	NGWSP Water Blending Feasibility Study	Facilities - Administrative Facilities	0	50,000	50,000	0	0	0	100,000	100,000	No
35876	2022	063	NGWSP Professional Services (Legal)	Water - Other	49,000	50,000	0	0	0	0	99,000	50,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

32589	2022	064	Water Line Replacement (1300 block US Hwy 491)	Water - Water Supply	0	48,300	273,700	0	0	0	322,000	322,000	No
32537	2022	065	Noe Substation Upgrade	Other - Utilities (publicly owned)	0	200,000	0	0	0	0	200,000	200,000	No
30073	2022	066	Sports Complex Artificial Turf Field Installation	Facilities - Other	165,000	1,000,000	0	0	0	0	1,165,000	1,000,000	No
32588	2022	067	Water Line Replacement (btwn Linda & Monterey)	Water - Wastewater	19,050	107,950	0	0	0	0	127,000	107,950	No
12275	2022	068	Red Rock Park Performers Quarters Renovations	Facilities - Other	0	75,000	500,000	0	0	0	575,000	575,000	No
34131	2023	001	NGWP Reach 27.11	Water - Water Supply	0	0	2,650,000	0	0	0	2,650,000	2,650,000	No
20865	2023	002	Water Tank Decommissioning (Southwest)	Water - Water Supply	0	0	100,000	100,000	0	0	200,000	200,000	No
31676	2023	003	Various Parks Power Distribtn & Lighting Reconstr	Facilities - Other	0	0	450,000	1,000,000	1,000,000	100,000	2,550,000	2,550,000	Yes
34015	2023	004	Aquatic Center Splash Pad	Facilities - Other	0	0	15,000	100,000	0	0	115,000	115,000	No
35917	2023	005	WWTP Headworks Improvements	Water - Wastewater	0	0	6,500,000	0	0	0	6,500,000	6,500,000	No
26619	2023	006	Ford Canyon Upper Parking Lots Reconstruction	Facilities - Other	0	0	250,000	0	0	0	250,000	250,000	No
34800	2023	007	Fire Prevention Office Sidewalks	Facilities - Fire Facilities	0	0	25,000	0	0	0	25,000	25,000	No
14382	2023	008	City Master Transportation Plan	Transportation - Highways/Roads/Bridges	0	0	250,000	0	0	0	250,000	250,000	No
34016	2023	009	LBM Rec Ctr Reconstruction	Facilities - Other	0	0	1,035,000	900,000	0	0	1,935,000	1,935,000	No
23750	2023	010	Red Rock Park ADA Area Improvements	Facilities - Other	0	0	575,000	0	0	0	575,000	575,000	No
34111	2023	011	Calle Pinon Storm Drainage Improvements	Water - Storm/Surface Water Control	0	0	57,000	680,000	0	0	737,000	737,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

34018	2023	012	Red Rock Park Campgrounds Bathroom Roof Replacemnt	Facilities - Other	0	0	100,000	0	0	0	100,000	100,000	No
23795	2023	013	Chiaramonte Mine Storm Drainage Improvements	Water - Storm/Surface Water Control	0	0	50,000	500,000	0	0	550,000	550,000	No
31693	2023	014	Green Ave Water Line Replcmnt (Grandview/2nd)	Water - Water Supply	75,000	0	1,000,000	0	0	0	1,075,000	1,000,000	No
12442	2023	015	Effluent Irrigation Line Replacement	Water - Wastewater	219,750	0	1,245,250	0	0	0	1,465,000	1,245,250	No
34989	2023	016	Peretti Wash Bridge - Bortot Sewer	Water - Wastewater	0	0	26,200	252,000	0	0	278,200	278,200	No
35713	2023	017	Red Rock Park Arena Sound System	Facilities - Convention Facilities	0	0	100,000	0	0	0	100,000	100,000	No
34990	2023	018	Puerco-Strong Alley Sewer	Water - Wastewater	0	0	17,063	112,255	0	0	129,318	129,318	No
29001	2023	019	Water Tank Rehabilitation (Trademark)	Water - Water Supply	0	0	195,000	1,105,000	0	0	1,300,000	1,300,000	No
35644	2023	020	Vehicle Service Ctr Lift System	Equipment - Other	0	0	23,200	0	0	0	23,200	23,200	No
35677	2023	021	Vehicle Service Ctr Fluid Delivery System	Facilities - Other	0	0	35,250	0	0	0	35,250	35,250	No
35646	2023	022	Vehicle Service Ctr Fluid Inventory System	Facilities - Other	0	0	20,300	0	0	0	20,300	20,300	No
35678	2023	023	Vehicle Service Ctr Parts Room	Facilities - Other	0	0	30,000	0	0	0	30,000	30,000	No
35679	2023	024	Vehicle Service Ctr Move Stairs	Facilities - Other	0	0	5,275	0	0	0	5,275	5,275	No
35680	2023	025	Vehicle Service Center Roof & Gutter Repairs	Facilities - Other	0	0	17,500	0	0	0	17,500	17,500	No
35682	2023	026	Golf Course Snack Bar Reconstruction	Facilities - Other	0	0	40,000	400,000	0	0	440,000	440,000	No
31614	2023	027	New 21" Sewer Main Constr (WWTP to Airport Wash)	Water - Wastewater	0	0	1,690,000	0	0	0	1,690,000	1,690,000	No
31680	2023	028	Ford Canyon Artificial Turf Replacment	Facilities - Other	82,500	0	900,000	900,000	0	0	1,882,500	1,800,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

Phs 2

31679	2023	029	Various Parks Fence Replacement	Facilities - Other	0	0	100,000	0	0	0	100,000	100,000	No
35690	2023	030	Sports Complex New Picnic Shelter	Facilities - Other	0	0	50,000	0	0	0	50,000	50,000	No
12272	2023	031	Sports Complex Parking Lot Pavement & Lighting	Facilities - Other	0	0	45,000	400,000	0	0	445,000	445,000	No
22331	2023	032	Washington Park (TDFL) Storm Drainage Improvements	Facilities - Other	0	0	345,000	0	0	0	345,000	345,000	No
34116	2023	033	New 21" Sewer Line Influent Lift Station w/OCS	Water - Wastewater	290,000	0	2,000,000	0	0	0	2,290,000	2,000,000	Yes
34047	2023	034	Airport Pavement Maintenance & Rehab (Ramp)	Transportation - Airports	0	0	120,000	0	0	0	120,000	120,000	No
34057	2023	035	Airport Reconstruct Taxiway A	Transportation - Airports	0	0	6,050,000	0	0	0	6,050,000	6,050,000	No
32523	2023	036	Jet on a Stick Refurbishment	Transportation - Airports	0	0	57,500	0	0	0	57,500	57,500	No
34778	2023	037	Red Rock Park Conv Ctr Kitchen Renovation	Facilities - Convention Facilities	0	0	45,000	0	0	0	45,000	45,000	No
20850	2023	038	Law Enforcement Shooting Range Improvements	Facilities - Other	0	0	100,000	150,000	0	0	250,000	250,000	No
23797	2023	039	Industrial Dr Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	0	450,000	3,000,000	0	0	3,450,000	3,450,000	Yes
31667	2023	040	Ridgecrest Avenue Repavement	Transportation - Highways/Roads/Bridges	0	0	115,000	0	0	0	115,000	115,000	No
22353	2023	041	Downtown Hwy 66 Alley Recon Ph 1 (1st-2nd St)	Other - Other	0	0	160,000	700,000	0	0	860,000	860,000	Yes
35775	2023	042	Gurley Ave UNM-G Sidewalk Reconstruction	Other - Other	0	0	10,000	100,000	0	0	110,000	110,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

32522	2023	043	Reconstruct Airport Parking Lot	Transportation - Airports	0	0	150,000	0	0	0	150,000	150,000	No
35833	2023	044	Solid Waste Solar Panel Installation	Other - Utilities (publicly owned)	0	0	100,000	0	0	0	100,000	100,000	No
35834	2023	045	Solid Waste Storage Building Rehabilitation	Facilities - Other	0	0	75,000	0	0	0	75,000	75,000	No
35840	2023	046	South 2nd Street Sidewalk Reconstruction	Transportation - Bike/Pedestrian/Equestrian	0	0	12,000	120,000	0	0	132,000	132,000	No
31673	2023	047	New 21" Sewer Main Constr (Shalimar/Applebees)	Water - Wastewater	25,249	0	2,600,000	0	0	0	2,625,249	2,600,000	No
35882	2023	048	Sewer Line - Influent Lift Station	Water - Other	0	0	1,000,000	0	0	0	1,000,000	1,000,000	No
35894	2023	049	Nizhoni Blvd-Water, Sewer & Effluent Line Replcmnt	Other - Utilities (publicly owned)	0	0	1,000,000	0	0	0	1,000,000	1,000,000	No
35895	2023	050	Sewer Line Replcmnt-Sanostee Rd & Klagetoh	Other - Utilities (publicly owned)	0	0	362,000	0	0	0	362,000	362,000	No
35902	2023	051	WWTP Digester Blower Repair	Water - Wastewater	0	0	60,000	0	0	0	60,000	60,000	No
35904	2023	052	RAS/WAS Sump Pump Replacement	Water - Wastewater	0	0	10,000	0	0	0	10,000	10,000	No
35914	2023	053	Replace 12" line 7th St to 802 W Maloney	Water - Wastewater	0	0	200,000	0	0	0	200,000	200,000	No
36662	2023	054	New Municipal Court Construction	Facilities - Administrative Facilities	0	0	1,000,000	0	0	0	1,000,000	1,000,000	No
34132	2024	001	NGWP Reach 27.12	Water - Water Supply	0	0	0	7,025,000	0	0	7,025,000	7,025,000	No
18767	2024	002	Old Zuni Road Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	0	0	379,000	0	0	379,000	379,000	No
11593	2024	003	Mentmore Climbing Rock Area Improvements	Facilities - Other	0	0	0	345,000	0	0	345,000	345,000	No
34985	2024	004	Automatic Truck Wash Construction	Facilities - Other	0	0	0	50,000	350,000	0	400,000	400,000	No
14322	2024	005	Update Airport Master Plan	Transportation - Airports	0	0	0	100,000	0	0	100,000	100,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

35868	2024	006	Replace Cast Iron Lines N McKinley/Margrt Franco	Water - Water Supply	0	0	0	245,000	0	0	245,000	245,000	No
35905	2024	007	WWTP Base Repairs for Headworks Screw Pumps	Water - Wastewater	0	0	0	15,000	0	0	15,000	15,000	No
35912	2024	008	WWTP Replace Facility Doors	Facilities - Other	0	0	0	15,000	0	0	15,000	15,000	No
35683	2024	009	Golf Course Tee Box Reconstruction	Facilities - Other	0	0	0	25,000	0	0	25,000	25,000	No
26623	2024	010	Ford Canyon Lower Parking Lot Reconstruction	Facilities - Other	0	0	0	250,000	0	0	250,000	250,000	No
18740	2024	011	Garcia Fitness Center Addition & Renovation	Facilities - Other	0	0	0	258,750	1,800,000	0	2,058,750	2,058,750	Yes
23747	2024	012	Garcia Fitness Center HVAC Renovation	Facilities - Other	0	0	0	45,000	300,000	0	345,000	345,000	No
34021	2024	013	Red Rock Park Campsites Electr Peds Replcmnt Phs 3	Facilities - Other	0	0	0	100,000	0	0	100,000	100,000	No
35847	2024	014	Water Line Replcmnt 16" Jefferson Ave/Maxwell PRV	Water - Water Supply	0	0	0	500,000	500,000	500,000	1,500,000	1,500,000	Yes
34773	2024	015	Red Rock Park Conv Ctr Roof Drains Replcmt	Facilities - Convention Facilities	0	0	0	150,000	0	0	150,000	150,000	No
34776	2024	016	Red Rock Park Arena Backup Lighting Installation	Facilities - Convention Facilities	0	0	0	40,000	0	0	40,000	40,000	No
22341	2024	017	Downtown Hwy 66 Alley Recon Phase 2 (2nd-3rd St)	Other - Other	0	0	0	200,000	1,400,000	0	1,600,000	1,600,000	Yes
35864	2024	018	Water Line Replcmnt 12" W Hwy 66/I-40 Overpass	Water - Water Supply	0	0	0	300,000	0	0	300,000	300,000	No
32587	2024	019	Water Line Replacement 10" (Grandview Tank/Park)	Water - Water Supply	0	0	0	635,000	0	0	635,000	635,000	No
36664	2024	020	Coal Ave Commons Construction Ph II	Other - Other	0	0	0	1,000,000	0	0	1,000,000	1,000,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

34133	2025	001	NGWP Reach 27.7B	Water - Water Supply	0	0	0	0	4,360,000	0	4,360,000	4,360,000	No
31695	2025	002	East Green Ave Repavement	Transportation - Highways/Roads/Bridges	0	0	0	0	230,000	0	230,000	230,000	No
26633	2025	003	Washington Park(TDFL)parking Lot Paving & Lighting	Facilities - Other	0	0	0	0	345,000	0	345,000	345,000	No
34779	2025	004	Larry Brian Mitchell Fitness Center Construction	Facilities - Other	0	0	0	0	750,000	5,000,000	5,750,000	5,750,000	Yes
35737	2025	005	Fire Station #1 (Main) Landscape Prj	Facilities - Fire Facilities	0	0	0	0	15,000	0	15,000	15,000	No
30044	2025	006	Old Zuni Road Reconstruction	Transportation - Highways/Roads/Bridges	0	0	0	0	90,000	600,000	690,000	690,000	No
26529	2025	007	Airport Storm Drng Improvements Ph 1B- NW Corner	Transportation - Airports	0	0	0	0	180,000	1,200,000	1,380,000	1,380,000	No
35867	2025	008	Water Line Replcmnt 12" 2nd St/Green Ave/Park Ave	Water - Water Supply	0	0	0	0	600,000	0	600,000	600,000	No
35870	2025	009	Rebuild Erwin Well	Water - Water Supply	0	0	0	0	120,000	0	120,000	120,000	No
35871	2025	010	Replace Cast Iron Lines	Water - Water Supply	0	0	0	0	200,000	200,000	400,000	400,000	No
35916	2025	011	Replace Lines Clark St, from Aztec to Copper	Other - Utilities (publicly owned)	0	0	0	0	205,000	0	205,000	205,000	No
24280	2025	012	Downtown Quiet Zone Improvements	Facilities - Administrative Facilities	0	0	0	0	210,000	2,100,000	2,310,000	2,310,000	No
36665	2025	013	Downtown Walkway Reconstruction Proj	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	1,000,000	0	1,000,000	1,000,000	No
31692	2026	001	Red Rock Park Campgrounds Reconstruction	Facilities - Other	0	0	0	0	0	3,000,000	3,000,000	3,000,000	No
34774	2026	002	Red Rock Park Conv Ctr Bleachers Replcmnt	Facilities - Convention Facilities	0	0	0	0	0	150,000	150,000	150,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

32550	2026	003	Water Line Replacmnt 10" S 2nd St/Hwy 564 Loop	Water - Water Supply	0	0	0	0	0	300,000	300,000	300,000	No
35915	2026	004	Boardman Line Improvements	Other - Utilities (publicly owned)	0	0	0	0	0	250,000	250,000	250,000	No

<b>Number of projects:</b>	159												
	<b>Funded to date:</b>	<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>	<b>Year 4:</b>	<b>Year 5:</b>	<b>Total Project Cost:</b>						<b>Total Not Yet Funded:</b>
<b>Grand Totals</b>	11,627,829	33,198,798	63,186,856	41,813,672	17,095,164	15,977,498	182,899,824						171,271,984



Stanley Henderson <shenderson@gallupnm.gov>

**RE: Logan Avenue CDBG**

1 message

**Marc DePauli** <mdepauli@depauliengineering.com>

Mon, May 11, 2020 at 11:30 AM

To: Stanley Henderson <shenderson@gallupnm.gov>

Cc: Alicia Santiago <asantiago@gallupnm.gov>, Lisa Marquez <lmarquez@depauliengineering.com>

Thanks you for your recent request for professional services for subject CDBG project. Our scope of work and fee proposals for Logan Avenue Improvements from 6<sup>th</sup> to 8<sup>th</sup> street are shown below:

<u>Task</u>	<u>Amount</u>
1. Surface Improvements Design Services	\$123,225.18
2. Surface Improvements Bidding Assistance	\$6,269.13
3. Surface Improvements Construction Management	<u>\$123,925.75</u>
Surface Improvements Total	\$253,420.06
4. Utility Design Services	\$34,190.47
5. Utility Bidding Assistance	\$4,581.40
6. Utility Construction Management	<u>\$34,396.80</u>
Utility Total	\$73,168.67

A .pdf containing an hourly break down of each task is attached. Feel free to contact me with any questions

Thanks again

Marc DePauli PE/PS

DePauli Engineering and Surveying, LLC

307 S. 4<sup>th</sup> Street

Gallup, NM 87301

505 863 5440

**From:** Stanley Henderson <shenderson@gallupnm.gov>  
**Sent:** Friday, May 8, 2020 8:57 AM  
**To:** Marc DePauli <mdepauli@depauliengineering.com>  
**Cc:** Alicia Santiago <asantiago@gallupnm.gov>  
**Subject:** Re: Logan Avenue

Marc:

I need a single proposal for the surface and a single proposal for utilities. Break each proposal out into design services, bid services, and construction services.

Thanks, Stan

On Fri, May 1, 2020 at 3:45 PM Marc DePauli <mdepauli@depauliengineering.com> wrote:

6/16/2020

City of Gallup Mail - RE: Logan Avenue CDBG

Hi Stan,

The attached spread sheet contains cost estimates for 3 segments of Logan Avenue for your review and comment. Also, do you want our proposal broken down surface/drainage and water/sewer for each segment? Or is a single proposal for surface/drainage and single proposal for water/sewer acceptable. Call me with any questions

Marc DePauli PE/PS

DePauli Engineering and Surveying, LLC

307 S. 4<sup>th</sup> Street

Gallup, NM 87301

505 863 5440

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Thanks,

Stanley Henderson

Public Works Director

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 **CDBG Logan Ave 2018\_2019\_07P.pdf**  
162K

## 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: CDBG Logan Avenue Rehabilitation Surface Improvements  
Limits: 6th Street to 9th Street  
Date: May 8, 2020

<u>Description</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	72	\$198.00	\$14,256.00
Project Engineer	220	\$144.00	\$31,680.00
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	140	\$80.00	\$11,200.00
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	24	\$207.00	\$4,968.00
Three (3) man crew	0	\$248.00	\$0.00
Technical Support	30	\$57.50	\$1,725.00
Mileage	40	\$0.58	\$23.20
		Subtotal	\$96,768.20
Subconsultants:			
Primero Planning - Environmental			\$15,000.00
Aerial Photography - Physiographics			<u>\$2,000.00</u>
		Subtotal	\$113,768.20
		NMGRT	<u>\$9,456.98</u>
Total: Logan Avenue Surface Improvements Design/Engineering/Environmental			<b>\$123,225.18</b>

## Fee Proposal

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

Fee Proposal - City of Gallup - 2018/2019/07/P

Scope: Construction Management

Project: CDBG Logan Avenue Rehabilitation Surface Improvements

Limits: 6th Street to 9th Street

Date: May 8, 2020

<u>Direct Labor</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	48	\$198.00	\$9,504.00
Project Engineer	150	\$144.00	\$21,600.00
Engineer Intern	80	\$96.00	\$7,680.00
Engineer Technician	0	\$75.00	\$0.00
Construction Inspector, Senior	236	\$96.00	\$22,656.00
Construction Inspector	95	\$75.00	\$7,125.00
CAD operator/Drafter, Senior	60	\$80.00	\$4,800.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	160	\$96.00	\$15,360.00
Land Surveyor	20	\$144.00	\$2,880.00
Two (2) man crew	0	\$207.00	\$0.00
Three (3) man crew	24	\$248.00	\$5,952.00
Technical Support	36	\$50.00	\$1,800.00
Mileage	100	\$0.58	\$58.00
Subconsultants:			
Primero Planning - CDBG Grant Assistance			\$15,000.00
	Subtotal		\$114,415.00
	NMGRT		<u>\$9,510.75</u>
Total: Logan Avenue Surface Improvements Construction Management and Bidding Assistance			<b>\$123,925.75</b>

## Fee Proposal

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

City of Gallup - 2018/2019/07/P

Scope: **Project Development (Design Engineering Services)**

Project: **CDBG Logan Avenue Rehabilitation Utility Improvements**

From 6th Street to 9th Street

Date: May 8, 2020

<u>Description</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	24	\$198.00	\$4,752.00
Project Engineer	96	\$144.00	\$13,824.00
Engineer Intern	20	\$96.00	\$1,920.00
Engineer Technician	0	\$75.00	\$0.00
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	40	\$96.00	\$3,840.00
Land Surveyor	8	\$144.00	\$1,152.00
Two (2) man crew	8	\$207.00	\$1,656.00
Three (3) man crew	0	\$248.00	\$0.00
Technical Support	20	\$57.50	\$1,150.00
Mileage	125	\$0.58	\$72.50
		Subtotal	\$31,566.50

Subconsultants:

N/A

Subtotal \$31,566.50  
NMGRT \$2,623.97

Total: Logan Avenue Utility Improvements **\$34,190.47**  
Design/Engineering/Environmental

## Fee Proposal

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

Fee Proposal - City of Gallup - 2018/2019/07/P

Scope: Construction Management

Project: CDBG Logan Avenue Rehabilitation Utility Improvements

Limits: 6th Street to 9th Street

Date: May 8, 2020

<u>Direct Labor</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	16	\$198.00	\$3,168.00
Project Engineer	64	\$144.00	\$9,216.00
Engineer Intern	0	\$96.00	\$0.00
Engineer Technician	20	\$75.00	\$1,500.00
Construction Inspector, Senior	108	\$96.00	\$10,368.00
Construction Inspector	0	\$75.00	\$0.00
CAD operator/Drafter, Senior	24	\$80.00	\$1,920.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	20	\$96.00	\$1,920.00
Land Surveyor	8	\$144.00	\$1,152.00
Two (2) man crew	0	\$207.00	\$0.00
Three (3) man crew	8	\$248.00	\$1,984.00
Technical Support	10	\$50.00	\$500.00
Mileage	50	\$0.58	\$29.00

Subtotal \$31,757.00

NMGRT \$2,639.80

Total: Logan Avenue Utility Improvements **\$34,396.80**  
Construction Management and Bidding Assistance

## Fee Proposal

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

City of Gallup - 2018/2019/07/P  
Scope: Bidding Assistance/Reproduction  
Project: CDBG Logan Avenue Rehabilitation Surface Improvements  
From 6th Street to 9th Street  
Date: May 8, 2020

<u>Description</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	4	\$198.00	\$792.00
Project Engineer	4	\$144.00	\$576.00
Engineer Intern	0	\$96.00	\$0.00
Engineer Technician	0	\$75.00	\$0.00
Construction Inspector, Senior	0	\$96.00	\$0.00
Construction Inspector	0	\$75.00	\$0.00
CAD operator/Drafter, Senior	0	\$80.00	\$0.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	10	\$96.00	\$960.00
Land Surveyor	0	\$144.00	\$0.00
Two (2) man crew	0	\$207.00	\$0.00
Three (3) man crew	0	\$248.00	\$0.00
Technical Support	8	\$57.50	\$460.00
Mileage	0	\$0.58	\$0.00
Reproduction 8 1/2" x 11"	5000	\$0.12	\$600.00
Reproduction 24" x 36"	600	\$4.00	\$2,400.00
Reproduction other	0	\$0.00	<u>\$0.00</u>

Subtotal	\$5,788.00
NMGRT	<u>\$481.13</u>

Total: Logan Avenue Surface Improvements **\$6,269.13**  
Bidding Assistance/Reproduction

## Fee Proposal

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

Fee Proposal - City of Gallup - 2018/2019/07/P  
Scope: Bidding Assistance/Reproduction  
Project: CDBG Logan Avenue Rehabilitation Utility Improvements  
Limits: 6th Street to 9th Street  
Date: May 8, 2020

<u>Direct Labor</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	4	\$198.00	\$792.00
Project Engineer	4	\$144.00	\$576.00
Engineer Intern	0	\$96.00	\$0.00
Engineer Technician	0	\$75.00	\$0.00
Construction Inspector, Senior	0	\$96.00	\$0.00
Construction Inspector	0	\$75.00	\$0.00
CAD operator/Drafter, Senior	0	\$80.00	\$0.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	16	\$96.00	\$1,536.00
Land Surveyor	0	\$144.00	\$0.00
Two (2) man crew	0	\$207.00	\$0.00
Three (3) man crew	0	\$248.00	\$0.00
Technical Support	16	\$50.00	\$800.00
Mileage	10	\$0.58	\$5.80
Reproduction 8 1/2" x 11"	1000	\$0.12	\$120.00
Reproduction 24" x 36"	100	\$4.00	\$400.00
Reproduction other	0	\$0.00	<u>\$0.00</u>
		Subtotal	\$4,229.80
		NMGRT	<u>\$351.60</u>

Total: Logan Avenue Utility Improvements **\$4,581.40**  
Bidding Assistance/Reproduction

AIRPORT PAVEMENT PRESERVATION PROGRAM Phase 1  
Estimated Project Budget

Line Item Description	Weight	Estimated Amounts	SubTotals	Comments
<b>PROJECT REVENUE</b>			<b>\$ 197,500.00</b>	
City General Funds	18.23%	\$ 36,000.00		LI 515-1535-446.48-45 incl 5% FAA Local Match
Fiscal Agency Costs				N/A - Required Expense By NMDFA.
City Enterprise Funds				
City Bond Funds				
Legislative Funding				
Other Public Funding				
Federal Aviation Administration	77.47%	\$ 153,000.00		
NMDOT Aviation	4.30%	\$ 8,500.00		5% FAA State Match
Private Sector Funding				
<b>PROJECT EXPENDITURES</b>				
<b>Project Planning</b>	<b>1.6451%</b>		<b>\$ 2,166.25</b>	
Grant Administration				
Feasibility Study		\$ 2,000.00		ACI Task Order B as of
Special Reports				
= ... <b>Boundary Survey</b>				
= ... <b>Geotechnical Investigation</b>				
Public Participation				
<b>NM Gross Receipt Tax</b>	<b>8.3125%</b>	\$ 166.25		Gallup GRT
Cooperative Educational Services SIOH	<b>0.0000%</b>	\$ -		
Property Acquisition		\$ -		
<b>Project Development</b>	<b>7.4031%</b>		<b>\$ 9,748.13</b>	
Independent Cost Estimate				N/A - FAA Funding Requirement Ovr \$100K
Grant Administration				
A/E Design Proposal		\$ 8,000.00		
A/E Design Changes				
Public Participation/Input				
Project Certifications		\$ 1,000.00		
Special Reports				
= ... <b>Aerial Photography</b>				
= ... <b>Boundary Survey</b>				
= ... <b>Geotechnical Investigation</b>				
Public Participation/Input				
Material Submittal Review				
<b>NM Gross Receipt Tax</b>	<b>8.3125%</b>	\$ 748.13		Gallup GRT
Cooperative Educational Services SIOH	<b>0.0000%</b>	\$ -		
<b>Project Delivery</b>	<b>18.0966%</b>		<b>\$ 23,828.75</b>	
Independent Cost Estimate				N/A - FAA Funding Requirement.
Contract/Grant Administration		\$ 3,000.00		
Bid Assistance		\$ 3,000.00		
QA Inspections		\$ 15,000.00		
QA Material Testing				
IA Material Testing				

AIRPORT PAVEMENT PRESERVATION PROGRAM Phase 1  
Estimated Project Budget

	Additional Professional Services				
=	... DBE Program Assistance		\$ 1,000.00		
	NM Gross Receipt Tax	8.3125%	\$ 1,828.75		Gallup GRT
	Cooperative Educational Services SIOH	0.0000%	\$ -		
<b>Construction</b>		<b>100.0000%</b>		<b>\$ 131,675.51</b>	<b>\$121,570.00</b>
	Base Bid		\$ 121,570.00		
	NM Gross Receipt Tax	8.3125%	\$ 10,105.51		Gallup GRT
	Cooperative Educational Services SIOH	0.0000%	\$ -		
<b>Construction Changes</b>		<b>0.0000%</b>		<b>\$ -</b>	
1					
2					
	NM Gross Receipt Tax	8.3125%	\$ -		Gallup GRT
	Cooperative Educational Services SIOH	0.0000%	\$ -		
<b>Incidental Costs</b>		<b>10.0000%</b>	<b>\$ 13,167.55</b>	<b>\$ 13,167.55</b>	
	Total Estimated Costs			\$ 180,586.18	
	Collateral Equipment	0.0000%	\$ -	\$ -	
	Construction Mitigation	0.0000%	\$ -	\$ -	For Business Inconvenience.
	NWCOG Fiscal Agency SIOH	0.0000%	\$ -	\$ -	N/A - Required Expense By NMDFA.
	Grand Total Estimated Costs			\$ 180,586.18	
<b>PROJECT BALANCE</b>				<b>\$ 16,913.82</b>	
123	Soft Number (Estimate)				
123	Hard Number (PO or Contract)				
<b>COST RECAP</b>					
	Indirect Costs	7.1165%	\$ -	\$ 11,914.38	
	Project Planning	1.2939%	\$ 2,166.25		Architect/Engineer
	Project Development	5.8226%	\$ 9,748.13		Architect/Engineer
	Direct Costs	92.8835%		\$ 155,504.26	
	Project Delivery	14.2330%	\$ 23,828.75		Architect/Engineer
	Construction Award	78.6504%	\$ 131,675.51		Construction Contractor
	Construction Changes		\$ -		Construction Contractor
	<b>Total Project Costs</b>	<b>100.0000%</b>		<b>\$ 167,418.63</b>	
	Collateral Equipment		\$ -		
	Construction Mitigation		\$ -		
	Incidental Costs		\$ 13,167.55		
			\$ 180,586.18	CHECKSUM	
	Architect/Engineer	21.3496%	\$ 35,743.13		
	Construction Contractor	78.6504%	\$ 131,675.51		
		100.0000%	\$ 167,418.63	CHECKSUM	Does Not Include Incidental Costs

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

Aviation Grant Agreement Form



Date

Mar 24, 2020

Project Location

GUP - GALLUP MUNICIPAL AIRPORT

Sponsor

GALLUP, CITY OF

Address

PO BOX 1270

City

GALLUP

NM

Zip Code

87305

**The Sponsor must print and mail (3) three copies all with original signatures to:**

**NMDOT - AVIATION DIVISION  
3501 ACCESS RD. C  
ALBUQUERQUE, NM 87106**

Participation

FAA

Funding Breakdown

90-5-5

Contract No. \_\_\_\_\_

Project No.

GUP-20-01

Vendor No.

0000054334

Expiration Date

Purchase Order No: \_\_\_\_\_

## AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

**Now Therefore**, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

REHAB TERMINAL APRON - MILL & OVERLAY PHASE I DESIGN
--

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ <span style="border: 1px solid black; padding: 5px 20px;">8,500</span>	\$ <span style="border: 1px solid black; padding: 5px 20px;">8,500</span>	\$ <span style="border: 1px solid black; padding: 5px 20px;">153,000</span>	\$ <span style="border: 1px solid black; padding: 5px 20px;">170,000</span>

### 2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

**3. The Department Shall:**

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

**4. Both Parties Agree:**

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

**5. Method of Payment - Reimbursement.**

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed 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 the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

**6. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

## **7. Term.**

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

## **8. Termination for Cause.**

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

## **9. Disposition of Property.**

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

## **10. Representations and Certification.**

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

## **11. Assurances.**

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

### **12. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create 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(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

### **13. New Mexico Tort Claims Act.**

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

### **14. Scope of Agreement.**

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

### **15. Terms of this Agreement.**

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

### **16. Equal Opportunity Compliance.**

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

**17. Appropriations and Authorizations of State and Federal Funds.**

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

**18. 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.

**19. Applicable Law.**

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

**20. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran  
 Title: Finance & Administrative Manager

Address: New Mexico Department of Transportation - Aviation Division  
 3501 Access Rd C.  
 Albuquerque, NM 87106

Office: (505) 244-1788 ext. 9112  
 Fax: (505) 244-1790  
 E-mail: dan.moran@state.nm.us

Name	STAN HENDERSON		
Title	PUBLIC WORKS DIRECTOR		
Sponsor	GALLUP, CITY OF		
Address	PO BOX 1270		
City	GALLUP	NM	Zip Code 87305
Office Phone	+1 (505) 863-1290	Fax	
E-Mail	shenderson@gallupnm.gov		

**21. Amendment.**

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

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

Recommended by:

By: \_\_\_\_\_  
Aviation Division Director  
or Designee

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**SPONSOR**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**TASK ORDER B  
ATTACHMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SPONSOR AND ENGINEER,  
DATED \_\_\_\_\_, 2020**

**FURTHER DESCRIPTION OF SERVICES OF ENGINEER**

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on July 10, 2018, between **CITY OF GALLUP, NEW MEXICO (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Gallup Municipal Airport (GUP); Gallup, New Mexico

3. **WORK PROGRAM** – Attached

*Element 1 – Rehabilitate Apron Approximately 300'x 900' (RE AP IM) (Preservation)*

4. **FEES** - The fees will be as noted below. (All lump sums)

<b>Element 1 – Project Development</b>	\$2,000.00
<b>Element 1– Design</b>	
Preliminary Design	\$6,000.00
Final Design	\$2,000.00
<b>Element 1 – Bidding Services</b>	\$3,000.00
<b>Element 1 – Construction Period Services</b>	
Construction Administration Services	\$1,000.00
Construction Inspection Services	\$15,000.00
<b>Element 1 – Project Closeout</b>	\$2,000.00
<b>Element 1 – Special Services</b>	
Categorical Exclusion Form	\$1,000.00
DBE Program Assistance	\$1,000.00
<b>Engineering Total</b>	<b>\$33,000.00*</b>
<i>* Plus NMGR 8.3125%</i>	

5. **ATTACHMENTS** - Required Contact Provisions for A/E Contracts Under Airport Improvement Program

**SPONSOR:**  
**CITY OF GALLUP, NEW MEXICO**

**ENGINEER:**  
**ARMSTRONG CONSULTANTS, INC.**

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Jackie McKinney, Mayor

---

Dennis Corsi, President

**SCOPE OF WORK  
GALLUP MUNICIPAL AIRPORT  
AIP NO. 3-35-0019-025-2020**

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**ELEMENT #1 REHABILITATE APRON APPROXIMATELY 300'X900' (RE AP IM) (PRESERVATION)**

1. This work will consist of performing pavement preservation on the airport ramp in front of the airport terminal. Cracks will be routed, cleaned out and filled with crack seal. Following the crack sealing, a rejuvenating seal coat will be applied, if any there are any pavement markings will be repainted and Type I, Gradation A glass beads will be applied.
  - 1.1. Crack sealing will consist of applying crack sealant meeting ASTM D6692 specifications in all cracks greater than 1/8 inch in width. Cracks 1/8 inch to 1/2 inch in width will be routed prior to applying crack sealant. Cracks wider than 1/2 inch will not be routed, but will be cleaned and prefilled with sand or other approved material to within 1 1/2 inches below the pavement surface prior to placement of crack sealant. Cracks wider than 1 1/2 inches may be sealed with an approved hot applied crack repair mastic. All cracks will be sealed to within 1/4 inch below the pavement surface.
  - 1.2. Seal coating will consist of applying emulsified asphalt seal coat meeting P-608 specifications per FAA AC 150/5370-10G. Sand will be applied to the runway in accordance with the specification. The Contractor will be required to perform friction testing in accordance with P-608.
  - 1.3. New pavement markings will be designed meet FAA AC 150/5340-1M. glass beads will be specified for the painted surfaces. Any existing markings that do not meet FAA AC 150/5340-1M requirements will either be removed prior to seal coating, or will be perpetuated based on the guidance received from the FAA Program Manager and Sponsor.

Estimated Construction Cost (Element I) is: \$185,000

Estimated Construction Period is: 10 days<sup>1</sup>

*Note: <sup>1</sup> Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$1,900/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.*

## I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor, FAA, and State to establish parameters for the project definition and work areas, budget and schedule.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
4. Prepare final Scope of Work and Contract.
5. Update the FAA ODO as required.
6. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
  - a. Prepare the following forms: SF424 and FAA Form 5100-100.
  - b. Prepare Project Narrative and Sketch.
  - c. Prepare Preliminary Estimate.
  - d. Prepare the Sponsor's Certifications.
  - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

## II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A topographic survey will not be required for this project.
2. A geotechnical investigation will not be required for this project.

3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Assist in the preparation of State Aviation grant application.
5. Assist the Sponsor in obtaining a Workforce Solution Project number for the project.
6. Review and evaluate project layout.
  - a. Determine aircraft usage through coordination with Sponsor and FAA
  - b. Verify existing ALP dimensions and data.
7. Evaluate local conditions:
  - a. Inventory local material suppliers, sources and capabilities.
  - b. Evaluate drainage conditions/requirements.
  - c. Review existing Pavement Strength Survey data.
  - d. Review existing electrical system layouts and determine system requirements.
8. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

DESCRIPTION		ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Removals Plan	2 Sheets
d	Marking Layout and Details	2 Sheets
e	Construction Safety and Phasing Plan	1 Sheet
<b>TOTAL SHEET COUNT</b>		<b>7 Sheets</b>

Drawings may be added or deleted during the design phase if required.

9. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.
10. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Element 1 may include the following items:

Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
Item C-105	Mobilization
Item P-608	Emulsified Asphalt Seal Coat
Item P-620	Runway and Taxiway Marking

The added technical specifications for Element 1 may include but not be limited to the following items:

Item S-2	Removals
Item S-6	Watering

11. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
  - a. Project Location Information
  - b. Insurance Requirements
  - c. Contract Period and Work Schedule and Phasing
  - d. Pre-Construction Conference
  - e. Utilities
  - f. Permits, Taxes and Compliance with Laws
  - g. Field Office Requirements
  - h. Haul Roads
  - i. Testing and Staking
  - j. Airport Security, Closure of Air Operations Areas
  - k. Accident Prevention
  - l. Warranty
12. Prepare and submit necessary design Modifications of Standards (MOS) requests. Requests will be coordinated with the FAA PM prior to submittal. Submittals will be made using the FAA's AGIS web portal.
13. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA, State and Sponsor and solicit preliminary design review comments.

### III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

#### Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.

2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop bid schedules for construction. This task involves dividing the construction work into separate bid schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare and submit 95% design construction plans, technical specifications, contract documents and special provisions to the FAA, State and Sponsor and solicit design review comments.
8. Incorporate 95% design review comments and respond as necessary to requests for additional information.
9. Conduct final internal review of all design documents and incorporate any necessary changes.
10. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.
11. Prepare and/or assist with necessary forms:
  - a. Sponsor Quarterly Report
  - b. Strategic Event Coordination Form
  - c. Standard Form 271
  - d. Standard Form 425

#### **IV. BIDDING SERVICES**

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below, and the fees listed on pages 1-2, cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising invitation for bids and provide interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor and FAA will be given a hard copy set of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda.
4. Attend bid opening at the date and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

## **V. CONSTRUCTION PERIOD SERVICES**

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

### **A. Construction Administration Services**

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules.
2. Prepare and submit a Workforce Solution Project Notice of Award form.
3. Provide Sponsor and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
4. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.

5. Review subcontractor contracts to verify compliance with federal contract provisions and DBE program requirements.
6. Conduct pre-construction conference. The conference will be conducted on-site and will be attended by the Project Manager.
7. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
8. Provide technical assistance and recommendations to the airport during construction. This item includes one (1) additional trip for Element 1, the job site for on-site clarification. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
9. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
10. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.

#### **B. Construction Inspection Services**

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full-time resident inspector to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.
4. Conduct final project inspection with the Sponsor, FAA and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action

#### **VI. PROJECT CLOSEOUT**

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

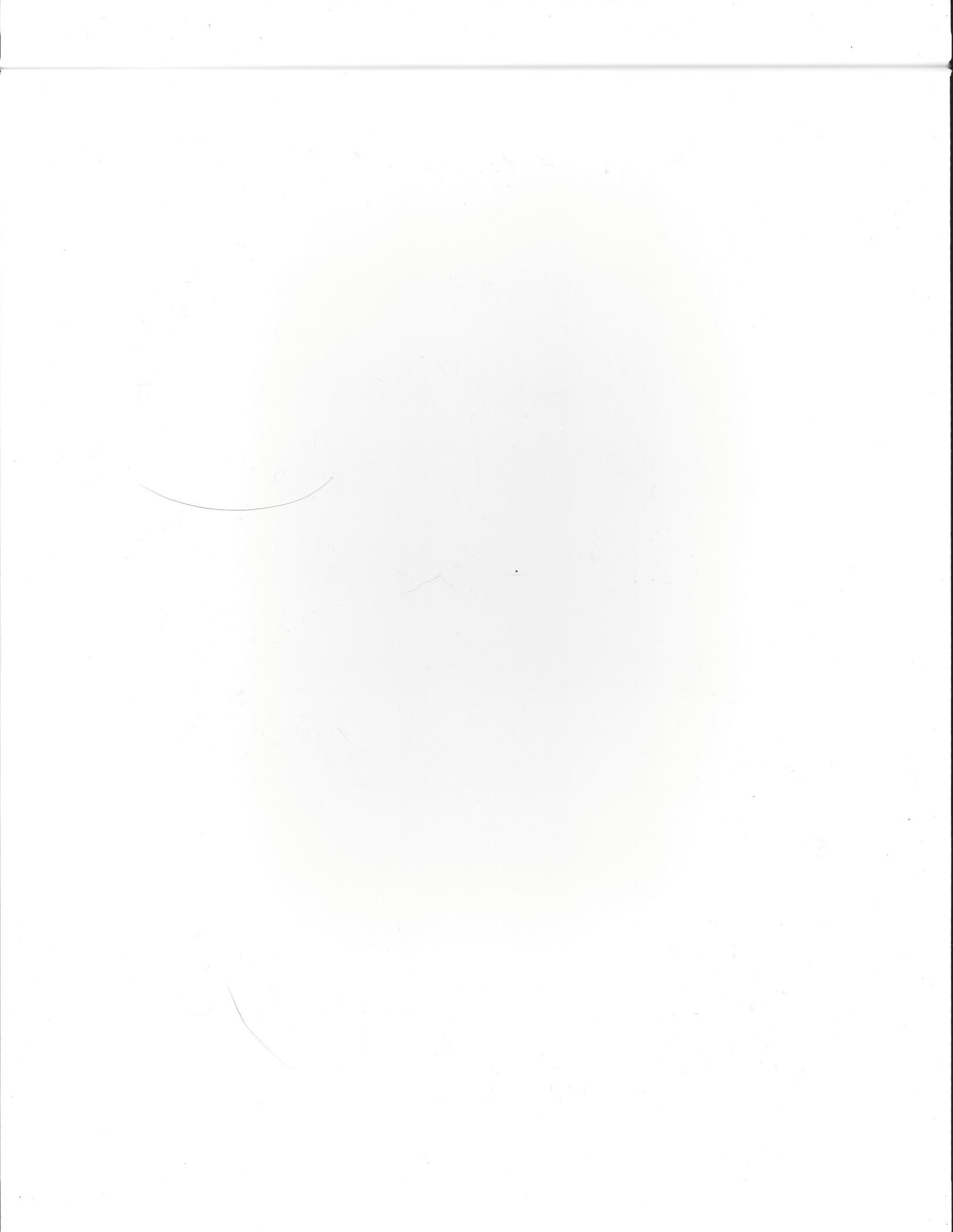
1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms.
3. Update Pavement Strength Survey form as necessary to reflect new pavement construction.
4. Update the Airport Master Record as necessary and submit to the FAA through the NFDC web portal.
5. Prepare record drawings, indicating changes made to the design during construction. The FAA and Sponsor will each receive one copy of the record drawings in half size (11"x17") format, as well as one in electronic format on a CD.
6. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance. The Final Engineer's Report must be submitted to and approved by the FAA prior to final payment authorization to the Contractor and Engineer.
7. Assist Sponsor in preparing final SF425 and SF271 forms and grant closeout letter.

## **VII. SPECIAL SERVICES**

Special Services are those services that aren't considered in the tasks listed above. When a Special Service is needed that we do not provide "in-house," we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. A Categorical Exclusion (CatEx) package was submitted and approved by the FAA in December 2019.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
  - a. Update/Develop the Sponsor's DBE Plan
  - b. Calculate a new 3-year DBE goal. Research the current State DOT certified DBE listings and area contractors to determine the availability of potential DBE contractors. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items.
  - c. Coordinate with Sponsor to assign DBE Liaison and Reconsideration officials.
  - d. Advertise developed DBE goal.
  - e. Finalize the DBE plan and goals and assist the Sponsor in submitting these items to the FAA Civil Rights Office
3. No AGIS survey requirements are to be conducted as a part of this contract or project.



AIRPORT PAVEMENT PRESERVATION PROGRAM Phase 1  
Estimated Project Budget

Line Item Description	Weight	Estimated Amounts	SubTotals	Comments
<b>PROJECT REVENUE</b>			<b>\$ 197,500.00</b>	
City General Funds	18.23%	\$ 36,000.00		LI 515-1535-446.48-45 incl 5% FAA Local Match
Fiscal Agency Costs				N/A - Required Expense By NMDFA.
City Enterprise Funds				
City Bond Funds				
Legislative Funding				
Other Public Funding				
Federal Aviation Administration	77.47%	\$ 153,000.00		
NMDOT Aviation	4.30%	\$ 8,500.00		5% FAA State Match
Private Sector Funding				
<b>PROJECT EXPENDITURES</b>				
<b>Project Planning</b>	<b>1.6451%</b>		<b>\$ 2,166.25</b>	
Grant Administration				
Feasibility Study		\$ 2,000.00		ACI Task Order B as of
Special Reports				
= ... <b>Boundary Survey</b>				
= ... <b>Geotechnical Investigation</b>				
Public Participation				
<b>NM Gross Receipt Tax</b>	<b>8.3125%</b>	\$ 166.25		Gallup GRT
Cooperative Educational Services SIOH	<b>0.0000%</b>	\$ -		
Property Acquisition		\$ -		
<b>Project Development</b>	<b>7.4031%</b>		<b>\$ 9,748.13</b>	
Independent Cost Estimate				N/A - FAA Funding Requirement Ovr \$100K
Grant Administration				
A/E Design Proposal		\$ 8,000.00		
A/E Design Changes				
Public Participation/Input				
Project Certifications		\$ 1,000.00		
Special Reports				
= ... <b>Aerial Photography</b>				
= ... <b>Boundary Survey</b>				
= ... <b>Geotechnical Investigation</b>				
Public Participation/Input				
Material Submittal Review				
<b>NM Gross Receipt Tax</b>	<b>8.3125%</b>	\$ 748.13		Gallup GRT
Cooperative Educational Services SIOH	<b>0.0000%</b>	\$ -		
<b>Project Delivery</b>	<b>18.0966%</b>		<b>\$ 23,828.75</b>	
Independent Cost Estimate				N/A - FAA Funding Requirement.
Contract/Grant Administration		\$ 3,000.00		
Bid Assistance		\$ 3,000.00		
QA Inspections		\$ 15,000.00		
QA Material Testing				
IA Material Testing				

AIRPORT PAVEMENT PRESERVATION PROGRAM Phase 1  
Estimated Project Budget

	Additional Professional Services				
=	... DBE Program Assistance		\$ 1,000.00		
	NM Gross Receipt Tax	8.3125%	\$ 1,828.75		Gallup GRT
	Cooperative Educational Services SIOH	0.0000%	\$ -		
<b>Construction</b>		<b>100.0000%</b>		<b>\$ 131,675.51</b>	<b>\$121,570.00</b>
	Base Bid		\$ 121,570.00		
	NM Gross Receipt Tax	8.3125%	\$ 10,105.51		Gallup GRT
	Cooperative Educational Services SIOH	0.0000%	\$ -		
<b>Construction Changes</b>		<b>0.0000%</b>		<b>\$ -</b>	
1					
2					
	NM Gross Receipt Tax	8.3125%	\$ -		Gallup GRT
	Cooperative Educational Services SIOH	0.0000%	\$ -		
<b>Incidental Costs</b>		<b>10.0000%</b>	<b>\$ 13,167.55</b>	<b>\$ 13,167.55</b>	
	Total Estimated Costs			\$ 180,586.18	
	Collateral Equipment	0.0000%	\$ -	\$ -	
	Construction Mitigation	0.0000%	\$ -	\$ -	For Business Inconvenience.
	NWCOG Fiscal Agency SIOH	0.0000%	\$ -	\$ -	N/A - Required Expense By NMDFA.
	Grand Total Estimated Costs			\$ 180,586.18	
<b>PROJECT BALANCE</b>				<b>\$ 16,913.82</b>	
123	Soft Number (Estimate)				
123	Hard Number (PO or Contract)				
<b>COST RECAP</b>					
	Indirect Costs	7.1165%	\$ -	\$ 11,914.38	
	Project Planning	1.2939%	\$ 2,166.25		Architect/Engineer
	Project Development	5.8226%	\$ 9,748.13		Architect/Engineer
	Direct Costs	92.8835%		\$ 155,504.26	
	Project Delivery	14.2330%	\$ 23,828.75		Architect/Engineer
	Construction Award	78.6504%	\$ 131,675.51		Construction Contractor
	Construction Changes		\$ -		Construction Contractor
	<b>Total Project Costs</b>	<b>100.0000%</b>		<b>\$ 167,418.63</b>	
	Collateral Equipment		\$ -		
	Construction Mitigation		\$ -		
	Incidental Costs		\$ 13,167.55		
			\$ 180,586.18	CHECKSUM	
	Architect/Engineer	21.3496%	\$ 35,743.13		
	Construction Contractor	78.6504%	\$ 131,675.51		
		100.0000%	\$ 167,418.63	CHECKSUM	Does Not Include Incidental Costs

RESOLUTION R2020-\_\_\_\_\_

**A RESOLUTION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO RENEW AND  
EXTEND THE LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT CONTROL #L600152  
TO 31 DECEMBER 2021.**

WHEREAS, the pavement rehabilitation and preservation of City streets is being actively pursued annually by the City of Gallup;

WHEREAS, the COVID-19 Health Emergency has created unforeseen City revenue shortfalls, operation budget reductions, and personnel layoffs. As a result, this loss of City revenue has delayed the pavement rehabilitation and preservation progress of City streets and the City's full expenditure of the subject COOP by 31 December 2020;

WHEREAS, the pavement rehabilitation and preservation of City streets will now be scheduled for the Summer 2021 with completion by October 2021 and closeout no later than December 31, 2021; and

WHEREAS, the City of Gallup has previously agreed by resolution to participate in the in the Local Government Road Fund Cooperative Agreement for the pavement rehabilitation and preservation of City streets.

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

The City of Gallup is respectfully requesting an amendment to Local Government Road Fund Cooperative Agreement Control #L600152 for a time extension to 31 December 2021.

PASSED, ADOPTED, AND APPROVED THIS 23<sup>RD</sup> DAY OF JUNE 2020.

CITY OF GALLUP, MCKINLEY COUNTY, NEW MEXICO

\_\_\_\_\_  
LOUIS BONAGUIDI, MAYOR

ATTEST:

\_\_\_\_\_  
ALFRED ABEITA, CITY CLERK



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southwest Region  
Louisiana, New Mexico

FAA ASW-640  
10101 Hillwood Parkway  
Fort Worth, TX 76177

## CARES Act Grant Transmittal Letter

May 21, 2020

Ms. Maryann Ustick  
110 W Aztec Ave.  
Gallup, NM 87301

Dear Ms. Ustick:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-35-0019-027-2020 for the Gallup Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 20, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Richard Tollefson by email that the grant is administratively and financially closed. Richard Tollefson is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

  
Lacey D Spriggs (May 21, 2020 07:46 CDT)

Lacey D. Spriggs  
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## CARES ACT AIRPORT GRANTS AGREEMENT

### Part I - Offer

Federal Award Offer Date May 21, 2020

Airport/Planning Area Gallup Municipal Airport

CARES Grant Number 3-35-0019-027-2020

Unique Entity Identifier 075760959

TO: City of Gallup  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 20, 2020, for a grant of Federal funds at or associated with the Gallup Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Gallup Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Gallup Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$20,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
  
The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 20, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

**17. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**18. Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procure a commercial sex act during the period of time that the award is in effect; or
  3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
1. Is determined to have violated a prohibition in paragraph A of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –

- a. Associated with performance under this award; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
  4. Our right to terminate unilaterally that is described in paragraph A of this section:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

**19. Employee Protection from Reprisal.**

**A. Prohibition of Reprisals —**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### **SPECIAL CONDITIONS**

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

Lacey D Spriggs  
Lacey D Spriggs (May 21, 2020 07:46 CDT)  

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*(Signature)*

Lacey D Spriggs  

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*(Typed Name)*

Manager, LA/NM ADO  

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*(Title of FAA Official)*

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

\_\_\_\_\_ |  
City of Gallup

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at \_\_\_\_\_

**By:** \_\_\_\_\_

*(Signature of Sponsor's Attorney)*

## CARES ACT ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

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- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

#### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

#### **2. Responsibility and Authority of the Sponsor.**

##### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

#### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

#### **5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

#### **7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Gallup**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.