

# AGENDA

## GALLUP CITY COUNCIL REGULAR MEETING TUESDAY, APRIL 26, 2016; 6:00 P.M. CITY COUNCIL CHAMBERS

Jackie McKinney, Mayor

Linda Garcia  
Councilor, District #1

Allan Landavazo  
Councilor, District #2

Yogash Kumar  
Councilor, District #3

Fran Palochak  
Councilor, District #4

Maryann Ustick, City Manager  
George Kozeliski, City Attorney

**A. Pledge of Allegiance**

**B. Roll Call**

**C. Approval of Minutes**

Regular Meeting of April 12, 2016

**D. Presentations of Commendation and Proclamation**

Michael J. Marquez

Purple Heart City Proclamation

**E. Discussion/Action Topics**

1. Resolution No. R2016-20; Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement with the New Mexico Finance Authority – Clyde (C.B.) Strain, Planning Director
2. Request for Street Closures for the Annual Memorial Day Parade to be Held on May 30, 2016 and the Annual Veterans' Day Parade to be Held on November 11, 2016 – Joe Zecca, Chairman, Gallup-McKinley Veterans Committee
3. Ordinance No. C2016-5; An Ordinance Concerning the City of Gallup Liquor License Tax – Alfred Abeita, City Clerk

## **AGENDA**

Regular City Council Meeting – 4/26/2016

Page 2

### **Discussion/Action Topics, continued**

4. Addendums to Water Service Agreements with Be Greene, LLC – George Kozeliski, City Attorney
5. Joint Powers Agreement with McKinley County for Animal Control – George Kozeliski, City Attorney
6. Approval of Corrective Quitclaim Deed to Joey L. and Donna J. Corley – George Kozeliski, City Attorney
7. Resolution No. R2016-19; 3<sup>rd</sup> Quarter Fiscal Year 2016 Budget Adjustments and Report of Actuals – Patty Holland, Chief Financial Officer
8. UNM-G Intergovernmental Services Agreement Pertaining to Installation of Water Supply Facilities– Stan Henderson, Public Works Director
9. Resolution No. R2016-21; Approving Submission of a Bureau of Reclamation Grant Application for the Gallup/NGWSP “Water Commons” Drought Contingency Plan – Richard Matzke, Electric Director
10. Mentmore Lift Station Rehabilitation Project – Richard Matzke, Electric Director

### **F. Presentation and Information Items**

1. 6<sup>th</sup> Annual Community Cleanup – Adrian Marrufo, Solid Waste Superintendent
2. Water and Energy Awareness Update – Elizabeth Barriga, Conservation Coordinator

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

### **H. Comments by Mayor and City Councilors**

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

### **J. Motion to Adjourn**

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

## **Minutes**

Regular Meeting of April 12, 2016

Minutes of the Regular Meeting of the Gallup City Council, City of Gallup, New Mexico, held in the Council Chambers at City Hall, 110 West Aztec Avenue, at 6:00 p.m. on Tuesday, April 12, 2016.

The meeting was called to order by Mayor Jackie McKinney.

Upon roll call, the following were present:

Mayor: Jackie McKinney

Councilors: Linda Garcia  
Allan Landavazo  
Yogash Kumar  
Fran Palochak

Also present: Maryann Ustick, City Manager

Presented to the Mayor and Councilors were the Minutes of the Regular Meeting of March 22, 2016, the Special Meetings of March 29-30, 2016, and the Special Meeting of April 4, 2016.

Councilor Palochak made the motion to approve the aforementioned Minutes. Seconded by Councilor Landavazo. Roll call: Councilors Palochak, Landavazo, Garcia, and Mayor McKinney all voted yes. Councilor Kumar abstained. Motion carried.

Mayor McKinney recognized Bill Lee, McKinley County Manager, in the audience.

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

1. Re-appointment of Juliana Dooley and Matthew Long to the Planning and Zoning Commission – Mayor Jackie McKinney

Mayor McKinney asked for the Councilors' approval to appoint Ms. Dooley and Mr. Long to another term on the Planning and Zoning Commission.

Councilor Kumar made the motion to approve the re-appointment of Juliana Dooley and Matthew Long to the Planning and Zoning Commission. Seconded by Councilor Garcia. Roll call: Councilors Kumar, Garcia, Landavazo, Palochak, and Mayor McKinney all voted yes.

Mayor McKinney introduced Catherine Sebold, the new Tourism and Marketing Manager for the City.

2. Professional Services Agreement with the Chamber of Commerce for the Summer Nightly Indian Dance Program – Catherine Sebold, Tourism and Marketing Manager

## MINUTES

Regular City Council Meeting – 4/12/2016

Page 2

Ms. Sebold presented the agreement for conducting the program at the Courthouse Square from Memorial Day through Labor Day. Staff will be seeking the Mayor and Councilors' advice for expanding the program to bring more people to the downtown area. Teri Fraizer will return as Director of the program this year.

Mr. Lee (who will be leaving his position as County Manager to work as the Chamber of Commerce Director next month) recommended amending the second paragraph of the agreement by requiring the program's statistics to be submitted to the City Manager, rather than the City's Parks or Economic Development Department.

Councilor Landavazo recommended that the Chamber of Commerce work with the dance groups to encourage spectator participation at each event.

Councilor Kumar encouraged the promotion of the dance programs at local restaurants and hotels.

Discussion followed concerning ways to evaluate the statistics of the program and the need to address potential security issues at the Courthouse Square.

Following discussion, Councilor Landavazo made the motion to approve the Professional Services Agreement with the Chamber of Commerce for the Summer Nightly Indian Dance Program, with the amendment to paragraph two of the agreement, by requiring the reporting of statistics to be submitted to the City Manager. Seconded by Councilor Palochak. Roll call: Councilors Landavazo, Palochak, Kumar, Garcia, and Mayor McKinney all voted yes.

3. Acceptance of Two (2) Easements from the Gallup McKinley County Public School District No. 1 for the Construction of a New Waterline Along Boardman Drive – Richard Matzke, Electric Director

Mr. Matzke recommended acceptance of the two easements for the construction of the Boardman Loop waterline project.

Councilor Landavazo asked if the waterline project will be completed prior to the State's roadway project on Boardman Drive. Mr. Matzke responded in the affirmative and said the waterline project is currently out for bid.

Councilor Garcia made the motion to accept both easements from the Gallup McKinley County Public School District No. 1 for the construction of a new waterline along Boardman Drive. Seconded by Councilor Kumar. Roll call: Councilors Garcia, Kumar, Garcia, Landavazo, Palochak, and Mayor McKinney all voted yes.

## MINUTES

Regular City Council Meeting – 4/12/2016

Page 3

4. Acceptance of an Easement from Gallup Land Partners, LLC for Electric Service Line Improvements North of Gallup – Richard Matzke, Electric Director

Mr. Matzke recommended acceptance of the easement which will be used to relocate and improve an electric service line in the general vicinity of the Flea Market to Gamerco.

Councilor Garcia made the motion to accept the easement from Gallup Land Partners, LLC for electric service line improvements north of Gallup. Seconded by Councilor Kumar. Roll call: Councilors Garcia, Kumar, Landavazo, Palochak, and Mayor McKinney all voted yes.

5. Resolution No. R2016-18; Authorizing the Execution and Delivery of a Local Government Planning Grant Agreement with the New Mexico Finance Authority – Clyde (C.B.) Strain, Planning Director

Mr. Strain presented the proposed Resolution to close out the planning grant from the New Mexico Finance Authority for the creation of the Metropolitan Redevelopment Area Master Plan. By approving the Resolution, the City will request full reimbursement of the \$50,000 grant amount from the State.

Councilor Kumar made the motion to approve Resolution No. R2016-18. Seconded by Councilor Palochak. Roll call: Councilors Kumar, Palochak, Landavazo, Garcia, and Mayor McKinney all voted yes.

The following presentation and information item was presented to the Mayor and Councilors:

1. Report by the Gallup MainStreet Arts and Cultural District Board – Colin McCarty, President, Gallup MainStreet Arts and Cultural District

Mr. McCarty provided an overview of the work being done to achieve an accredited status as a New Mexico MainStreet. He asked for financial support from the City in the amount of \$40,000 for the projects included in their work plan.

Ms. Ustick said the request for the \$40,000 from the Gallup MainStreet Arts and Cultural Board will be presented to the Mayor and Councilors at the Budget Work Session next week.

Discussion followed concerning the benchmarks that have been completed to meet

## MINUTES

Regular City Council Meeting – 4/12/2016

Page 4

MainStreet requirements, the collaboration of organizations working towards improving the downtown area and the top accomplishments of the Gallup MainStreet Arts and Cultural Board.

Louie Bonaguidi provided an overview of Gallup MainStreet when it was first established in the 1980s and ended in the mid-1990s. He expressed support of Gallup MainStreet Arts and Cultural District and their efforts to revitalize the downtown area.

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

None.

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

Councilor Palochak congratulated Michael J. Marquez, a senior at Miyamura High School, for his accomplishments in having his first book published. Mr. Marquez's book is entitled "*The Power of Alsbarn*" and there will have a book signing event at Rio West Mall on Saturday, April 23, 2016 at 1:00 p.m. Councilor Palochak would like for the Mayor and Councilors to honor Mr. Marquez at the next regular meeting. Councilor Palochak also said her Neighborhood District Meeting will be held on Thursday, April 14, 2016 at 6:00 p.m. at Stagecoach Elementary School. She invited all citizens to attend.

Councilor Landavazo thanked City staff for their work in hosting a farewell luncheon for Rick Snider, former General Services Director. Councilor Landavazo also encouraged everyone to "keep believing in Gallup."

Councilor Kumar provided information on the 15<sup>th</sup> Annual Comcast Cares Day, which will be held on Saturday, April 30, 2016. The project will consist of the cleanup and revitalization of the downtown area. Councilor Kumar asked the members of the Business Improvement District (BID) to disseminate the information about the project to the business and property owners of the downtown area.

Councilor Garcia said Comcast Cares Day was a success last year when the project involved the cleanup and revitalization of Juan de Oñate Elementary School. She looks forward to participating in this year's event to clean the downtown area. Councilor Garcia also welcomed Ms. Sebold to the City and said she looks forward to working with her.

Mayor McKinney said spring time is an extremely busy time for City staff since they will be working on cleaning streets and preparing City facilities for local events and sports leagues. The upcoming budget sessions will be a difficult time for City staff since they will need to work with the Council on how to provide services with the limited amount of

MINUTES

Regular City Council Meeting – 4/12/2016

Page 5

funds that are available. He commended and thanked City staff for all that they do. Mayor McKinney also said he is excited about the local construction projects, including the reconstruction of South Second Street, the reconstruction of the Southside Senior Center parking lot, and the Downtown Pedestrian Safety Project.

**Comments by City Manager**

Ms. Ustick said the City will work with the BID to help support the Comcast Cares Day project. Adrian Marrufo, Solid Waste Superintendent, will provide a presentation on this year's Community Cleanup Campaign at the next regular meeting. City staff has not received any information on the beautification grant from the State; however, staff will keep the Mayor and Councilors advised on the matter. Ms. Ustick said it was fitting to have Mr. Snider's farewell luncheon at the El Morro Events Center, since Mr. Snider oversaw the operations of the center and it was a suitable place to celebrate his accomplishments. Ms. Ustick said a City Council Work Session will be held on Tuesday, April 19, 2016 at 9:00 a.m. at the El Morro Events Center. The purpose of the meeting will be to discuss the City's bonding options, to review the City's Capital Improvement Plan and for departments to present their budget proposals for Fiscal Year 2017.

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

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Jackie McKinney, Mayor

ATTEST:

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Alfred Abeita II, City Clerk

## **Discussion/Action Topic 1**

Resolution No. R2016-20:  
Authorizing the Execution and Delivery of a local  
Government Planning Grant Agreement with the  
New Mexico Finance Authority

Clyde (C.B.) Strain, Planning Director



COUNCIL STAFF SUMMARY FORM

MEETING DATE: April 26, 2016

SUBJECT: Resolution No. R2016-20 Authorizing Execution and Delivery of a Local Government Planning Grant Agreement by and Between the NMFA and the City of Gallup.
DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: April, 14 2016
SUBMITTED BY: Clyde (C.B.) Strain, Planning Director

Summary:

In January of 2015 the City of Gallup was awarded a planning grant from the New Mexico Finance Authority (NMFA) in the amount of \$50,000.00 in order to update the City of Gallup Growth Management Master Plan. The Plan was approved by the Mew Mexico Economic Development Department and adopted by the Gallup City Council by Resolution No. 2016-16. Resolution No. R2016-20 authorizes the execution and delivery of the local planning grant agreement between the New Mexico Finance Authority and the City of Gallup.

This procedure is necessary in order to close out the planning grant which in turn will allow the city to request full reimbursement of the \$50,000.00 grant amount.

Fiscal Impact:

None. This was a \$0 match planning grant with full reimbursement of the grant amount.

Reviewed By: [Signature] Finance Department

Attachments: Resolution No. R2016-20, Certificate of Grantee, Planning Grant Agreement, NMEDD Letter of Approval, Resolution No. R2016-16

Legal Review:

Approved as to form: [Signature] City Attorney

Recommendation:

Staff recommends approval of Resolution No. R2016-20 in order to execute the local government planning grant agreement which will allow the city to request full reimbursement of the \$50,000.00 planning grant amount.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No.: \_\_\_\_\_ Continued To: \_\_\_\_\_
Ordinance No.: \_\_\_\_\_ Referred To: \_\_\_\_\_
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_
Other: \_\_\_\_\_ File No.: \_\_\_\_\_

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF  
RESOLUTION NO. R2016-20 OF THE CITY COUNCIL OF THE CITY OF  
GALLUP, APRIL 26, 2016**

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF MCKINLEY         )

The City Council (the "Governing Body") of the City of Gallup (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at City Council Chambers, Gallup City Hall, 110 West Aztec Ave, Gallup, NM 87301, being the meeting place of the Governing Body for the meeting held on the 26<sup>th</sup> day of April at the hour of 6:00 p.m. Upon roll call, the following members and officers were found to be present:

Present:

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Absent:

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Also Present:

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Thereupon, there was officially filed with the City Clerk a copy of a proposed Resolution in final form, as follows:

**CITY OF GALLUP  
RESOLUTION NO. R2016-20**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND CITY OF GALLUP (THE "GRANTEE"), IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS A LEDA/COMPREHENSIVE ECONOMIC DEVELOPMENT PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

**Section 1. Definitions.** A Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated May 6, 2016.

**Section 2. Ratification.** All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

**Section 3. Authorization of the Project and the Grant Agreement.** The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

**Section 4. Findings.** The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

- A. The Project is needed to address economic development.
- B. The costs of the Project are beyond the local control and resources of the Grantee.
- C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

**Section 5. Grant Agreement—Authorization and Detail.**

A. Authorization. This Resolution has been adopted by the affirmative vote of a **majority** of a **quorum** of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee’s acceptance of the Grant Amount of Fifty Thousand Dollars (\$50,000) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).

**Section 6. Approval of Grant Agreement.** The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

**Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.**

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit “C” to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any

balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

**Section 8. Authorized Officers.** Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

**Section 9. Amendment of Resolution.** This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

**Section 10. Resolution Irrepealable.** After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

**Section 11. Severability Clause.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**Section 12. Repealer Clause.** All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

**Section 13. Effective Date.** Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

*[Signature Page Follows]*

**Section 14. Execution of Agreements.** The City of Gallup through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 26<sup>th</sup> DAY APRIL, 2016.

CITY OF GALLUP

By \_\_\_\_\_  
Jackie McKinney  
Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Alfred Abeita  
City Clerk

*[Remainder of page intentionally left blank.]*

Governing Body Member \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member\_\_\_\_\_.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay: \_\_\_\_\_  
\_\_\_\_\_

Those Absent: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ ( ) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

*[Signature page follows.]*

CITY OF GALLUP

By \_\_\_\_\_  
Jackie McKinney  
Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Alfred Abeita II  
City Clerk

*[Remainder of page intentionally left blank.]*

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF MCKINLEY         )

I, Alfred Abeita II the duly qualified and acting City Clerk of the City of Gallup (the “Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council of the Grantee constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at City Council Chambers, Gallup City Hall, 110 West Aztec Ave, Gallup, NM 87301, on April 26, 2016 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. R2016-20 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee’s Open Meetings Resolution No. 2016-1 dated January 12, 2016 and presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of April, 2016.

CITY OF GALLUP

By \_\_\_\_\_  
Alfred Abeita II

[SEAL]

**EXHIBIT "A"**

**Notice of Meeting**



6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least March 7, 2016, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Jackie McKinney, Mayor: \_\_\_\_\_

Linda Garcia, Councilor: \_\_\_\_\_

Allan Landavazo, Councilor: \_\_\_\_\_

Yogash Kumar, Councilor: \_\_\_\_\_

Fan Palochak, Councilor: \_\_\_\_\_

Alfred Abeita II, City Clerk: \_\_\_\_\_

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Mayor, the City Clerk, any member of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Council Chambers of Gallup City Hall, Second Street and Aztec Avenue, Gallup, New Mexico, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 2016-1 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on January 12, 2016 establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

19. The Mayor and the City Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

WITNESS our signatures and the seal of the Grantee this 26<sup>th</sup> day of April, 2016.

CITY OF GALLUP

By \_\_\_\_\_  
Jackie McKinney  
Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Alfred Abeita  
City Clerk

**\$ 50,000**

**PLANNING GRANT AGREEMENT**

**dated**

**May 6, 2016**

**by and between**

**NEW MEXICO FINANCE AUTHORITY**

**and**

**CITY OF GALLUP**

## PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated May 6, 2016, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”) and the City of Gallup (the “Grantee”).

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the “State”), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the “New Mexico Finance Authority Act”); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to develop economic development plans; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority’s Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of \$50,000 from the Finance Authority to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise

(such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee the Mayor, the City Planner, and the City Clerk of the Governing Body, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the City Council of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of \$50,000.

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means City of Gallup, McKinley County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereafter” and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means \$0.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of a LEDA/Comprehensive economic development plan, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s needs namely, updating the 2009 Growth Management Master Plan.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project, and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. R2016-20 adopted on April 26, 2016, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

## **ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Section 2.1.** Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer

executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a municipality duly organized and existing under the statutes and laws of the State, specifically the Municipal Code, NMSA 1978, § 3-1-1 through 3-6-11, NMSA 1978, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to address the Grantee's economic development needs, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department the New Mexico Economic Development Department, or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

**Section 2.2. Representations, Warranties and Covenants of the Finance Authority.** The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

### **ARTICLE III: AGREEMENT TERM**

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

### **ARTICLE IV: GRANT; APPLICATION OF MONEYS**

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

### **ARTICLE V: GRANT TO THE GRANTEE**

**Section 5.1. Grant to the Grantee.** The Finance Authority hereby grants and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

**Section 5.2. No General Obligation.** No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

**Section 5.3. Investment of Moneys in Grant Account.** Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

## ARTICLE VI: THE PROJECT

**Section 6.1. Agreement to Acquire and Complete the Project.** The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

**Section 6.2. Disbursements from the Grant Account.** So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder.

**Section 6.3. Determination of Eligibility as condition Precedent to Disbursement.** Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

**Section 6.4. Reimbursement for Prior Expenditures.** The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on January 22, 2015.

**Section 6.5. Completion of Disbursement of Grant Funds.** Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

## **ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS**

**Section 7.1. Further Assurances and Corrective Instruments.** The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

**Section 7.2. Finance Authority and Grantee Representatives.** Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

**Section 7.3. Requirements of Law.** During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

## **ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION**

**Section 8.1. Non-Liability of Finance Authority.** The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

**Section 8.2. Indemnification of Finance Authority.** The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

## **ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES**

**Section 9.1. Events of Default Defined.** Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

**Section 9.2. Remedies on Default.** Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

**Section 9.3 Limitations on Remedies.** A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

**Section 9.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

**Section 9.5. Waivers of Events of Default.** The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

**Section 9.6. No Additional Waiver Implied by One Waiver.** In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE X: MISCELLANEOUS

**Section 10.1. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

City of Gallup  
Attn.: City Manager  
P.O. Box 70  
Gallup, New Mexico 87305

And if to the Finance Authority, then to:

New Mexico Finance Authority  
Attn.: Chief Executive Officer  
207 Shelby Street  
Santa Fe, New Mexico 87501

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 10.2. Binding Effect.** This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

**Section 10.3. Amendments.** This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

**Section 10.4. No Liability of Individual Officers, Directors or Trustees.** No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

**Section 10.5. Grantee Compliance.** The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

**Section 10.6. Severability.** In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.7. Execution in Counterparts.** This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.8. Applicable Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 10.9. Captions.** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

*[Remainder of page intentionally left blank.]*

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on January 22, 2015, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Chief Executive Officer or Designee

[SEAL]

ATTEST:

By \_\_\_\_\_

Approved for Execution by Officers of the  
New Mexico Finance Authority:

By \_\_\_\_\_  
Daniel C. Opperman, General Counsel

CITY OF GALLUP

By \_\_\_\_\_  
Jackie McKinney  
Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Alfred Abeita II  
City Clerk

## **EXHIBIT “A”**

### **TERM SHEET**

Grantee: City of Gallup

Project Description: Preparation of a Planning Document consisting of the LEDA/Comprehensive economic development plan updating the City’s 2009 Growth Management Master Plan to address economic growth, land use, water, health, transportation and housing.

Total Grant Amount: \$50,000

Local Match: \$ 0

Closing Date: May 6, 2016

**EXHIBIT "B"**  
**FORM OF REQUISITION**

RE: \$50,000 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Gallup ("Grantee"), Finance Authority Grant Number 3251-PG (the "Grant Agreement").

Closing Date: May 6, 2016

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: \_\_\_\_\_

NAME AND ADDRESS OF PAYEE: \_\_\_\_\_

AMOUNT OF PAYMENT: \$ \_\_\_\_\_

PURPOSE OF PAYMENT: \_\_\_\_\_

WIRING INFORMATION

BANK NAME:	_____
ACCOUNT NUMBER:	_____
ROUTING NUMBER:	_____

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer of the Grantee

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

**EXHIBIT "C"**

**FORM OF CERTIFICATE OF COMPLETION**

RE: \$50,000 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Gallup ("Grantee"), Finance Authority Grant Number 3251-PG (the "Grant Agreement")

Closing Date: May 6, 2016

TO: NEW MEXICO FINANCE AUTHORITY

I, \_\_\_\_\_, the\_of [Name]  
[Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on \_\_\_\_\_, 20\_\_\_\_.
2. The total cost of the Project was \$\_\_\_\_\_.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

City of Gallup:

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

Its: \_\_\_\_\_

SUSANA MARTINEZ  
GOVERNOR

JON BARELA  
CABINET SECRETARY



March 18, 2016

New Mexico Finance Authority Board of Directors  
207 Shelby Street  
Santa Fe, New Mexico 87501

RE: Gallup Growth Management Plan 3251-PG

Dear Board of Directors,

The New Mexico Economic Development Department has reviewed the Gallup Growth Management Plan 3251-PG funded from the Local Government Planning Fund. Staff has determined that the analysis is in line with the scope of work outlined in the application. The Department hereby approves the final document.

Thank you for your consideration and please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon Barela".

Jon Barela  
Cabinet Secretary

**RESOLUTION #R2016-16**

**Resolution of the City of Gallup City Council  
To Adopt the Growth Management Master Plan 2016 Update**

WHEREAS, the City of Gallup has an adopted comprehensive plan, the Growth Management Master Plan 2009 Update, which is dated and lacks certain elements needed to be fully compliant with the NMAC CDBG Rule 2.110.2H.1 – including facilities, water, utilities, and hazards mitigation; and

WHEREAS, the City desired to update information in the current plan regarding existing conditions, land use, economic development, trails and open space and housing; and

WHEREAS, the City formed a steering committee consisting of City department heads, City Manager, Greater Gallup Economic Development Commission and Northwest New Mexico Council of Governments to guide the plan development, which met six times; and

WHEREAS, the City Planning and Zoning Commission conducted three meetings to review the plan and take public input and recommended City Council to adopt the plan.

NOW THEREFORE BE IT RESOLVED that the City Council does adopt the Growth Management Master Plan 2016 Update with proposed changes (if any) made by City Council identified at the February 9, 2016 meeting and additional technical editing of the document.

PASSED, ADOPTED, AND APPROVED, THIS 9<sup>th</sup>. DAY OF FEBRUARY, 2016.

CITY OF GALLUP, MCKINLEY COUNTY

BY:   
JACKIE MCKINNEY, MAYOR  
CITY OF GALLUP

ATTEST:

  
Alfred Abeita  
City Clerk

## **Discussion/Action Topic 2**

Request for Street Closures for the Annual Memorial  
Day Parade on May 30, 2016 and the  
Annual Veterans' Day Parade on November 11, 2016

Joe Zecca, Chairman, Gallup-McKinley  
Veterans Committee



**CITY OF GALLUP  
EVENT · PARADE · PARKS ·  
COURT HOUSE SQUARE  
PERMIT CHECK LIST**

Office of the City Clerk  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1254

Profit \_\_\_\_\_ Non-Profit  Permit Number \_\_\_\_\_  
Applicant(s) Gallup-Mekindy Veterans Committee & Veterans Helping Veterans.  
Mailing & E-Mail Address hsarmiento@nwunmco6.com / dpcuellar@hotmail.com  
Home/Office/Cell Phone # 702-4327 (Be Be) 879-3333 (David) 870-2355 (JOE) (Ben 870-2415)  
Type of Event Veterans. Date[s] Monday, May 30, 16 Time[s] 8AM to 2:00 PM  
Location(s) Hillcrest Cemetery AZTEC AVE, VETERANS Plaza, DOWNTOWN Square.  
Parade Route AZTEC AVENUE HEADING EAST TO 2ND ST AT AZTEC INTERSECTION.

**NOTE\* Obtain signatures in order shown, attach a written scope of event and provide a Certificate of Insurance for requested event. All street closures are City Council approved, 30 days in advance.** C.C. REQUEST scheduled for Tuesday, April 26th, 2016 acting for STREET CLOSURE.

**1. CITY POLICE DEPARTMENT: Chief Frank Boyd or Designee 863-9365**

Assigned Officer(s) 5-6 OFFICERS / CSAs N/A  
Police Department Fees \_\_\_\_\_ N/A  
Special Equipment/Conditions \_\_\_\_\_ N/A  
Security Plan Review \_\_\_\_\_ N/A  
Approved:  Disapproved \_\_\_\_\_

Field Services Signature: G. M. Spencer Date 4/12/16

**2. CITY FIRE DEPARTMENT: Chief Eric Babcock or Designee 722-4195**

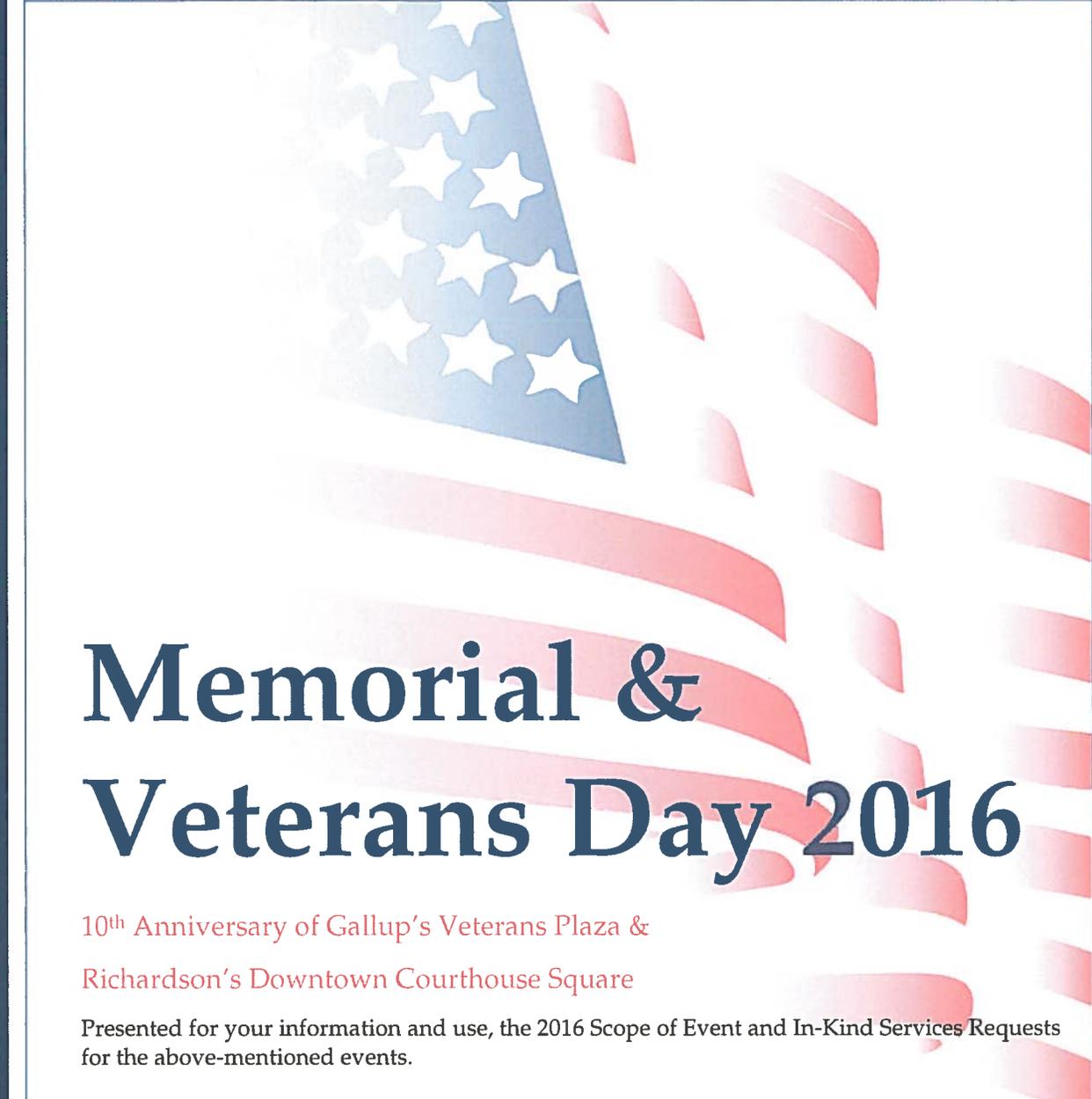
Assigned Firefighter/EMT(s) 2 FF & EMTs - 1 in parade N/A  
Special Equipment/Conditions N/A N/A  
Fire Department Fees \_\_\_\_\_ N/A  
Site Review \_\_\_\_\_ N/A  
Approved:  Disapproved \_\_\_\_\_

Fire Department Signature: [Signature] Date 4-13-2016

**3. CITY COORDINATION: Ben Welch, Community Services Coordinator 863-1275**

Single contact coordinates City of Gallup logistics and/or department requirements; Public Works, Gallup Joint Utilities, Parks, & Recreation. **NOTICE:** City of Gallup will not provide security, PA/Sound equipment, tables, chairs, tent{s}, canopies, concessionaires, bleachers, coolers, stages, port-a-potties, heavy equipment, wash basins, generators, extension cords, office equipment, printing, BBQ grills, crock-



A large, stylized graphic of the American flag, showing the stars and stripes, positioned in the upper left and right portions of the page, behind the main title.

# Memorial & Veterans Day 2016

10<sup>th</sup> Anniversary of Gallup's Veterans Plaza &  
Richardson's Downtown Courthouse Square

Presented for your information and use, the 2016 Scope of Event and In-Kind Services Requests for the above-mentioned events.

Memorial Day is Monday, May 30<sup>th</sup> 2016 & Veterans Day is Friday, November 11<sup>th</sup> 2016. The Gallup-McKinley County Veterans Committee and Veterans Helping Veterans will be celebrating the 10<sup>th</sup> Anniversary of the Veterans Plaza and Richardson's Downtown Courthouse Square.

Memorial Day starts at 10:00 AM in the Hillcrest Cemetery to Honor those who have paid the Ultimate Price in our Veterans Cemetery. The laying of wreaths, placing of American Flags through-out the plots, provide two [2] Bleachers for those who take part, a Podium and Public Address System, 20 folding chairs for the Elder Veterans and the Large American Flag be flown. Those in-kind services are requested of the Parks & Recreation Department.

Once said ceremonies' are concluded in Hillcrest Cemetery, starts the gathering of the Memorial/Veterans Day Parade[s] participants in the Gurley Motors Auto Body Parking Lot at 10:00 AM. Both Annual Memorial/Veterans Day Parade[s] start at 11:00AM Aztec Avenue & 8<sup>th</sup> Street, concludes at 2<sup>nd</sup> Street & Aztec Avenue Intersection or in front of the Veterans Plaza.

Parade[s] start promptly at 11:00 AM on Aztec Avenue. Chamber of Commerce is in-charge of the Annual Parade[s], for applications or information please contact is Mrs. Cecelia Perez 722-2228.

In-Kind Services include Gallup Police Department Escorts, stopping side traffic from entry during the parade[s], plus Security during the event[s]. A request of the Gallup Fire Department of one [1] Fire Truck and personnel being two [2] EMT'S for precautions thru-out the event.

A request of four [4] Golfs Carts for the Veterans Helping Veterans. Your contact is David Cuellar {879-3333}. Please bring said Golf Carts to the Court House Plaza Parking Lot the morning of and pick-up thereafter. In-Kind Service provided by the Parks & Recreation Department, approved via the City Manager.

The **"Request for Street Closure"** is Aztec Avenue, between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street in front of the Veterans Plaza. To include "all' the Plaza Parking lots, the Children's Library/Gallup Utilities Parking Lots. Street Department's in-kind service request is Type-3 Barricades on 2<sup>nd</sup> Street & 3<sup>rd</sup> Street, sweep parade route, and parking lots. **Chairman Joe Zecca will present the Street closure[s] request[s] to Mayor and Council; scheduled for Tuesday, April 26<sup>th</sup> 2016 6:00 PM.**

**NOTE:** *Street Closure and Golf Carts are an "Annual Dual Event Request". Both are considered City of Gallup Event's {Memorial Day and Veterans Day} thus Certificate of Insurance is waived. A single request eliminates coming back before Mayor and Council in 2016. Much Gratitude to the Honorable Mayor, City Council, City Manager and City Attorney for assisting in so many ways.*

Both events begin at 11:30 AM. In-Kind Services require 40 Folding Chairs on upper stage, two [2] tables, 40 Folding Chairs placed in front of upper stage, in front of the Nightly Indian Dance Area "SPLIT ALLEY" to allow the Veterans Helping Veterans Honor Guard room to present our Nations Colors, two [2] chairs at each end for the Flag Bearers. Six {6} Bleachers surrounding the Dance Area for the "anticipated" large crowd to celebrate Gallup's 10<sup>th</sup> Anniversary of the Veteran's Plaza. The Concession Trailer, Ice and a water trough for distribution of water, soft drinks & hotdogs, Charcoal Grill, Public Address System, Clean Entire Plaza, a Podium, Open the Pubic Bathrooms, Fly all Flags at Half Mast, then raised to normal position when event concludes, place a canopy and or shade above the upper stage, American Flag Bunting placed through-out. In-Kind services requested from the Parks & Recreation Department. Note: Veterans Helping Veterans are serving Hotdogs & Soft Drinks {asking for donations}.

The Fly Over is scheduled for 12:00 Noon by Gallup Med Flight, Cope Memorial {Ernie Martinez} hands out American Flags & Event Programs, our State, City Leaders, plus Dignitaries briefly speak. Note: there is a request that "no political" propoganda be handed out nor "no campaigning" take place on this National Holiday. The Event Day Music is furnished at "no charge" via Knifewing Productions.

*An event scheduling notation; Memorial Day is the start of Gallup's Nightly Indian Dancing program to runs through-out the summer; to conclude on Monday, September 5<sup>th</sup> 2016 "Labor Day".*

**Gallup-McKinley Veterans Committee and Veterans Helping Veterans "Salute You" for all the support provided in making both events Gallup's Finest. God Bless America and Thank you Veterans for our Freedom and Your Service. Welcome Home!**

**Gallup, New Mexico "Most Patriotic Small Town in America!"**

### **Discussion/Action Topic 3**

Ordinance No. C2016-5;  
City of Gallup Liquor License Tax

Alfred Abeita, City Clerk



**CITY OF  
GALLUP**

**COUNCIL STAFF SUMMARY FORM**

MEETING DATE: April 26, 2016

SUBJECT: Ordinance No. C2016-5; An Ordinance Concerning the City of Gallup Liquor License Tax  
DEPT. OF ORIGIN: City Clerk  
DATE SUBMITTED: April 14, 2016  
SUBMITTED BY: Alfred Abeita II, City Clerk

**Summary:** The City currently has an ordinance that imposes an annual license tax of \$250.00 upon the privilege of persons holding state liquor licenses to operate within the corporate limits of the city. Under the current Ordinance, all licensees are required to pay the \$250.00 license tax on or before July 1<sup>st</sup> of every year. Last year, the State's Liquor Control Act was amended to change the renewal and expiration dates for certain types of licenses that are issued by the New Mexico Alcohol and Gaming Division. The amendment to the Act affects the time frame of when the liquor license tax is due at the City's level for restaurant and club licensees. Under the State's amendment, the license year for restaurant and club licenses runs from November 1 through October 31<sup>st</sup>. The proposed Ordinance amends the liquor license tax periods and payment due dates for restaurant and club licensees to coincide with the State's licensing time frames. There were no changes made by the State to the licensing time frames for dispensers and canopy licensees.

**Fiscal Impact:**

Reviewed By: Patty Holland  
Finance Department

The City will continue to collect the \$250.00 annual license tax from all licensees. The license tax for dispensers and canopy licensees will be due on or before July 1<sup>st</sup> of every year and the tax for restaurant and club licensees will be due on or before November 1<sup>st</sup> of every year.

**Attachments:** Ordinance No. C2016-5 (redline and final versions).

**Legal Review:**

Approved As To Form: [Signature]  
City Attorney

**Recommendation:** Staff recommends approval of Ordinance No. C2016-5, which will allow the City's liquor license tax periods to correspond with the State's licensing time frames.

Approved for Submittal By:  
[Signature]  
Department Director  
[Signature]  
City Manager

CITY CLERK'S USE ONLY COUNCIL ACTION TAKEN	
Resolution No. _____	Continued To: _____
Ordinance No. _____	Referred To: _____
Approved: _____	Denied: _____
Other: _____	File: _____

**ORDINANCE NO. C2016-\_\_**

**AN ORDINANCE CONCERNING THE CITY OF GALLUP LIQUOR LICENSE TAX, AMENDING CERTAIN SECTIONS OF TITLE 3 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 3 (LIQUOR CONTROL) OF THE MUNICIPAL CODE OF THE CITY OF GALLUP, NEW MEXICO**

WHEREAS, certain sections of the New Mexico Liquor Control Act (§60-3A-1 NMSA 1978 et seq.) were amended during the 2015 Regular Session of the New Mexico Legislature; and

WHEREAS, changes made to the renewal and expiration dates for certain types of licenses issued by the New Mexico Regulation and Licensing Department, Alcohol and Gaming Division, affect the time frame of when the City of Gallup Liquor License Tax is due.

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

Section 1. The existing Section 3-3-3 of the Gallup Municipal Code, "Tax Imposed, Term," is hereby repealed in its entirety and a new Section 3-3-3 is enacted to read:

**3-3-3: TAX IMPOSED; TERM:**

A. Specified: There is hereby imposed an annual license tax upon the privilege of persons holding state licenses under the ~~laws of the state~~ provisions of the New Mexico Liquor Control Act (§60-3A-1 NMSA 1978 et seq.) to operate as retailers, ~~or dispensers, including operations under a canopy license licensees, restaurant licensees or club license licensees or operation of a food establishment with a restaurant license~~, within the corporate limits of the city. This license tax is hereby fixed at two hundred fifty dollars (\$250.00) per annum. ~~This license period shall begin July 1 of each year and continue through June 30 of the following year.~~

**B. License tax periods:**

1. The license tax period shall begin July 1 of each year and continue through June 30 of the following year for persons holding state licenses under the provisions of the New Mexico Liquor Control Act and operating as retailers, dispensers and canopy licensees within the corporate limits of the city.
2. The license tax period shall begin November 1 of each year and continue through October 31 of the following year for persons holding state licenses under the provisions of the New Mexico Liquor Control Act and operating as restaurant licensees and club licensees within the corporate limits of the city.

~~B. C.~~ No Proration: The license tax as herein provided shall be subject to the full amount of the license tax, regardless of the date of any transfer of said license. (Ord. C93-5, 4-27-1993)

Section 2. The existing Section 3-3-4 of the Gallup Municipal Code, "Payment Provisions," is hereby repealed in its entirety and a new Section 3-3-4 is enacted to read:

3-3-4: PAYMENT PROVISIONS:

A. Required: It shall be a violation of this chapter for any person to operate as a retailer, dispenser or club in the city without having first paid the license tax as herein provided, and any police officer of the city, upon the written order of the city council duly entered, shall forthwith close up the place of business of any retailer, dispenser or club who has not paid or tendered the city license tax according to the terms of this chapter imposing the same. (1961 Code § 5-11-6)

B. Due: ~~Such license tax will be paid in full on or before July 1 of each year.~~

1. The license tax imposed on persons operating as retailers, dispensers and canopy licensees within the corporate limits of the city, shall be paid in full on or before July 1 of each year.

2. The license tax imposed on persons operating as restaurant licensees and club licensees shall be paid in full on or before November 1 of each year.

~~C. Method Of Payment: All license taxes as herein provided shall be paid only by legal tender bank draft, certified check, personal check, business check or cash. (Ord. C93-5, 4-27-1993)~~

Section 3. This ordinance shall become effective after its passage and publication by title and summary as provided by law.

PASSED, APPROVED AND ADOPTED this 26<sup>th</sup> day of April, 2016.

CITY OF GALLUP, NEW MEXICO

By: \_\_\_\_\_  
Jackie McKinney, Mayor

ATTEST:

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

**ORDINANCE NO. C2016-5**

**AN ORDINANCE CONCERNING THE CITY OF GALLUP LIQUOR LICENSE TAX, AMENDING CERTAIN SECTIONS OF TITLE 3 (BUSINESS AND LICENSE REGULATIONS), CHAPTER 3 (LIQUOR CONTROL) OF THE MUNICIPAL CODE OF THE CITY OF GALLUP, NEW MEXICO**

WHEREAS, certain sections of the New Mexico Liquor Control Act (§60-3A-1 NMSA 1978 et seq.) were amended during the 2015 Regular Session of the New Mexico Legislature; and

WHEREAS, changes made to the renewal and expiration dates for certain types of licenses issued by the New Mexico Regulation and Licensing Department, Alcohol and Gaming Division, affect the time frame of when the City of Gallup Liquor License Tax is due.

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

Section 1. The existing Section 3-3-3 of the Gallup Municipal Code, "Tax Imposed, Term," is hereby repealed in its entirety and a new Section 3-3-3 is enacted to read:

**3-3-3: TAX IMPOSED; TERM**

A. Specified: There is hereby imposed an annual license tax upon the privilege of persons holding state licenses under the provisions of the New Mexico Liquor Control Act (§60-3A-1 NMSA 1978 et seq.) to operate as retailers, dispensers, canopy licensees, restaurant licensees or club licensees, within the corporate limits of the city. This license tax is hereby fixed at two hundred fifty dollars (\$250.00) per annum.

B. License tax periods:

1. The license tax period shall begin July 1 of each year and continue through June 30 of the following year for persons holding state licenses under the provisions of the New Mexico Liquor Control Act and operating as retailers, dispensers and canopy licensees within the corporate limits of the city.
2. The license tax period shall begin November 1 of each year and continue through October 31 of the following year for persons holding state licenses under the provisions of the New Mexico Liquor Control Act and operating as restaurant licensees and club licensees within the corporate limits of the city.

C. No proration: The license tax as herein provided shall be subject to the full amount of the license tax, regardless of the date of any transfer of said license.

Section 2. The existing Section 3-3-4 of the Gallup Municipal Code, "Payment Provisions," is hereby repealed in its entirety and a new Section 3-3-4 is enacted to read:

3-3-4: PAYMENT PROVISIONS:

A. Required: It shall be a violation of this chapter for any person to operate as a retailer, dispenser or club in the city without having first paid the license tax as herein provided, and any police officer of the City, upon written order of the City Council duly entered, shall forthwith close up the place of business of any retailer, dispenser or club who has not paid or tendered the city license tax according to the terms of this chapter imposing the same.

B. Due:

1. The license tax imposed on persons operating as retailers, dispensers and canopy licensees within the corporate limits of the city, shall be paid in full on or before July 1 of each year.
2. The license tax imposed on persons operating as restaurant licensees and club licensees shall be paid in full on or before November 1 of each year.

Section 3. This ordinance shall become effective after its passage and publication by title and summary as provided by law.

PASSED, APPROVED AND ADOPTED this 26<sup>th</sup> day of April, 2016.

CITY OF GALLUP, NEW MEXICO

By: \_\_\_\_\_  
Jackie McKinney, Mayor

ATTEST:

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

## **Discussion/Action Topic 4**

Addendums to Water Service Agreements with  
Be Greene, LLC

George Kozeliski, City Attorney



**CITY OF  
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: April 26, 2016

SUBJECT: Addendums to Water Service Agreements with Be Greene, LLC  
DEPT. OF ORIGIN: City Attorney  
DATE SUBMITTED: April 18, 2016  
SUBMITTED BY: George W. Kozeliski, City Attorney

**Summary:** *Two small addendums to the Water Service Agreements that were requested by Be Green, LLC, that were in turn requested by Attorney's for Navajo Housing Authority which is providing funding for this housing project.*

**Fiscal Impact:** None

Reviewed By: *Patty Holland*  
Finance Department

**Attachments:** Two Addendums

**Legal Review:** Negotiated language with Navajo Housing Authority

Approved As To Form: *[Signature]*  
City Attorney

**Recommendation:** Recommend approval.

Approved for Submittal By:

*[Signature]*  
Department Director  
*[Signature]*  
City Manager

CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN

Resolution No. \_\_\_\_\_ Continued To: \_\_\_\_\_  
Ordinance No. \_\_\_\_\_ Referred To: \_\_\_\_\_  
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_  
Other: \_\_\_\_\_ File: \_\_\_\_\_

## **ADDENDUM TO WATER SERVICE AGREEMENT**

**THIS ADDENDUM TO WATER SERVICE AGREEMENT**, is made and entered into this 8<sup>th</sup> day of April, 2016, by and between Be Greene, LLC., a New Mexico Limited Liability Company, hereafter referred to as “Owners”, and the City of Gallup, New Mexico, a New Mexico municipal corporation, hereafter referred to as “GALLUP”.

The Water Service Agreement, entered into on December 8<sup>th</sup>, 2015, as between Be Greene, LLC, a New Mexico Limited Liability Company, and City of Gallup, New Mexico, a New Mexico municipal corporation, and recorded February 19, 2016, DOC # 375153, 03:34 PM, Page 1 of 10, McKinley County, New Mexico, is amended as follows:

### **The Addendum to Clause Number 15 of Water Service Agreement:**

15. CHARGES FOR WATER SUPPLIED. “Owners shall pay GALLUP for water at the rate charged by GALLUP for service to its Commercial Customers within the city limits, plus the customary monthly service charge (based on meter size) and all applicable taxes, surcharges and other charges as same are changed or amended from time to time, provided that, in the event the property is developed for residential use and it is anticipated there will be a relatively high density of residential properties on the property, such water rates and fees shall not exceed the lesser of commercial or residential rates and fees that would be charged by GALLUP for service within city limits.”

### **The Addendum to Clause Number 22 of Water Service Agreement:**

22. WATER RIGHTS “Owners agree not to protest, oppose, or otherwise object to GALLUP’S development of its existing declared water rights or any and all applications by GALLUP for new appropriations, provided that, notwithstanding the foregoing, nothing herein shall be construed to effectuate a waiver of either party’s water rights that have not already been settled or adjudicated nor to supersede any other existing water rights settlement agreement.”

All remaining clauses of the Water Service Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have set their hands on the day and year first above written.

OWNERS:

Be Greene, LLC

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

Member/Manager

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

Member/Manager

CITY OF GALLUP, NEW MEXICO

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

Jackie D. McKinney, Mayor

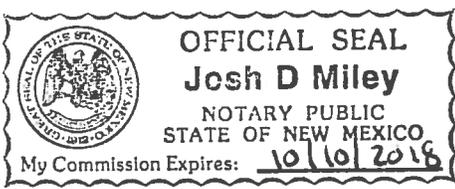
Attest: \_\_\_\_\_

Alfred Abeita II, City Clerk

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO )  
 ) ss:  
COUNTY OF BERNALILLO )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2016, by Ricard Greene, the member/manager of Be Greene, LLC, for and on behalf of said Limited Liability Company.



[Signature]  
Notary Public

My commission expires:  
10/10/2018

STATE OF NEW MEXICO )  
 ) ss:  
COUNTY OF McKINLEY )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Jackie McKinney, Mayor of City of Gallup, New Mexico, a municipal corporation for and on behalf of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

## **Discussion/Action Topic 5**

Joint Powers Agreement with McKinley County  
for Animal Control

George Kozeliski, City Attorney



**CITY OF  
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: April 26, 2016

SUBJECT: Joint Powers Agreement with McKinley Count for Animal Control.  
DEPT. OF ORIGIN: City Attorney's Office  
DATE SUBMITTED: SUBMITTED BY: George W. Kozeliski, City Attorney

**Summary:** City and County staffs have been working for about six months on a joint powers agreement for animal control. It was discovered that the City and County had drafted a proposed JPA years ago, but it was never implemented. Presently the City funds animal control and three employees and also contracts for veterinarian services. The County independently contracts with the Humane Society. There are many issues that presently exist on procurement, employment of animal control officers, and jurisdiction of officers. The County and City staffs believe that a JPA, similar to the Metro Board, is the best solution to resolve jurisdictional issues, procurement issues, employee issues and any possible state audit issues.

The highlights of the JPA are as follows:

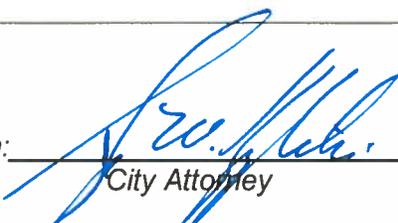
- 1) The City would lease the present facility, which presently is part of an understood arrangement under the veterinarian contract. We presently have no lease for the use of any facility as an animal shelter, and a lease would enable the City/County to work on the facility doing repairs and improvements.
- 2) The board created by the JPA would be in charge of issuing an RFP for veterinarian services, animal shelter services and have authority to enforce county police power jurisdiction in the County and City ordinances inside the corporate limits.
- 3) The board would hire a director of animal control and submit to both City and County a budget. The board would be responsible to account for expenditures and make recommendations for future improvements for animal control, both as to enforcement, shelter and facilities.
- 4) The board would be made up of five (5) members, three from the City and two from the County, with the City being the fiscal agent. Cost of operation under the JPA would be split 60% City and 40% County.

**Fiscal Impact:** \$270,000 from the City's general fund.

Reviewed By:   
Finance Department

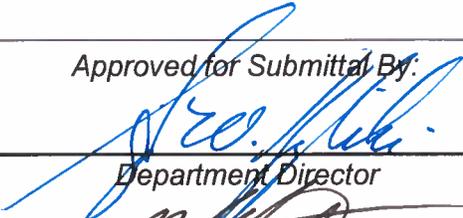
**Attachments:** Proposed Joint Powers Agreement

**Legal Review:** Recommended

Approved As To Form:   
City Attorney

**Recommendation:** Approve the Joint Powers Agreement with McKinley County that will be effective on July 1, 2016.

Approved for Submittal By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Manager

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COUNCIL ACTION TAKEN

Resolution No.	_____	Continued To:	_____
Ordinance No.	_____	Referred To:	_____
Approved:	_____	Denied:	_____
Other:	_____	File:	_____

**A JOINT POWERS AGREEMENT**  
**FOR ANIMAL CONTROL**  
**CITY OF GALLUP & MCKINLEY COUNTY**

THIS JOINT POWERS AGREEMENT (JPA) is made and entered into this \_\_\_ day of April, 2016, by and between the City of Gallup and the County of McKinley and will take effective July 1, 2016:

A. The City of Gallup, New Mexico, a New Mexico municipal corporation of the State of New Mexico, acting by and through its duly constituted City Council, hereinafter referred to as “CITY”;

B. The County of McKinley, a political subdivision of the State of New Mexico, acting by and through its duly constituted County Commission, hereinafter referred to as “COUNTY”.

C. The CITY and COUNTY are local government bodies as defined by the Joint Powers Act §11-1-1 et. seq. N.M.S.A. 1978 Comp.;

D. The intent of the Agreement is to further the public interest and protect the safety, health and welfare of all the citizens of Gallup and McKinley County, and efficiency by joint administration of animal management, control and animal shelter functions, and the Parties hereto make budget grants set forth herein; and

E. The Gallup-McKinley County Animal Control Authority is hereby established by CITY and COUNTY. The “GMCAC” shall provide for the operation of a joint Animal Control Facility; and, enforcement of animal control laws and ordinances for CITY and for the COUNTY within McKinley County, New Mexico, and to do all acts necessary and proper to accomplish the purpose of this Agreement. “Animal Control Officers” shall have authority in

both the corporate limits of the City of Gallup and the police power jurisdiction of McKinley County.

F. The activities of “GMCAC” shall be governed by Board which shall have five (5) members: three (3) members appointed by CITY and two (2) members appointed by the COUNTY. A quorum of the Board shall consist of the three (3) members, with at least one (1) of the quorum being from each entity to this JPA.

## **DUTIES OF THE PARTIES TO THIS AGREEMENT**

### **Duties and Obligations of the Board**

1. Elect one of its members Chairperson;
2. Hold Meetings at least quarterly with the Director to receive and provide the Director with guidance and direction;
3. Determine time and place of meeting and give notice thereof;
4. Hire the Director of “GMCAC”;
5. Establish the Director’s duties and responsibilities;
6. Contract through the RFP process with a licensed veterinarian for contract veterinary services;
7. Contract through the RFP process for an independent contractor (preferably a non-profit New Mexico Corporation) to operate the animal shelter portion of the facility. Any contract with an independent contractor shall provide for detailed audits of public funds, placement and/or disposal of euthanized animals, animal population control efforts, managing and recruiting volunteers, and other items as may be determined by the Board.

8. Oversight for proper enforcement of CITY and COUNTY Animal Control ordinances;
9. Assure for proper management and control of the finances and property of “GMCAC”;
10. Establish internal rules and regulations for the conduct of business of “GMCAC”;
11. Submit annual budget to the Parties of this Agreement to be approved within the parties annual budget processes;
12. Submit periodic certified financial statements detailing revenues received from all sources, expenditures, and obligations incurred and unpaid to the Parties to this Agreement;
13. Submit annual activity reports to the Parties;
14. Confirm and monitor that all appropriate insurance contracts for coverage are in place to protect the interests of “GMCAC”, CITY and COUNTY, including but not limited to worker’s compensation, general liability, unemployment compensation, and property damage;
15. Approve for “GMCAC” personnel out of state travel. The Board shall not be involved in day to day “GMCAC” operations except as outlined above.

**The Director of “GMCAC” Duties and Obligations**

1. Planning, directing, and controlling operations;
2. Training personnel, disciplining, hiring and terminating personnel in accordance with CITY personnel rules and procedures;
3. Supervising, assigning, and scheduling personnel;
4. Acting as liaison with all participating agencies;
5. Reporting to the Board on all “GMCAC” operations.

6. Enforcement of the separate Ordinances of CITY and COUNTY, including prosecution of violations and citations in the appropriate court.
- G. All “GMCAC” personnel shall be employees of the CITY. The personnel policies and regulations of CITY shall control all employees shall be determined and set by the Board in conjunction with the benefits currently available to CITY employees.
- H. CITY shall act as the fiscal agent for “GMCAC” and shall collect all revenues accruing to and make all disbursements for the “GMCAC”, including the necessary financial reports thereof.
- I. CITY shall provide sixty per cent (60%) of the annual operating budget for “GMCAC” and COUNTY shall provide forty per cent (40%), based upon the estimated budget recommended by “GMCAC” and approved by the governing boards of the parties. Any funds received by “GMCAC” in excess of its actual annual expenses, versus budget estimates, may be used for expansion, special projects, personnel training, and equipment, in the next succeeding fiscal year, subject to the express approval of the Parties, and absent such approval, said excess funds shall revert sixty percent (60%) to CITY and forty per cent (40%) to COUNTY. The “GMCAC” Board shall be strictly accountable and responsible for the proper expenditure of all public funds coming into its possession.
- J. A procedure for forwarding complaints from citizens to the “GMCAC” Director shall be established for operational and /or personnel matters.
- K. The Director for “GMCAC” shall be a City Employee and be directed by the City Manager.
- L. “GMCAC” shall use any funds provided hereunder solely for uses set forth herein.

M. The location of the “GMCAC” facility shall be at the site determined by “GMCAC”, with concurrence by the governing bodies of CITY and COUNTY, as the most appropriate for an animal shelter. It is the intention of CITY to lease the present animal shelter facility on Hamilton Road at the beginning of this JPA, and the lease amount shall be part of the budget of “GMCAC”.

N. The parties acknowledge the need for an adequate animal control/animal shelter facility and the Board of “GMCAC” is charged with investigating sites for a facility and possible funding sources to build a facility or retrofit the present facility or another facility, and making recommendations to the governing bodies of CITY and COUNTY for the same.

O. The Term of this Agreement shall be perpetual, unless terminated as herein provided. Either of the Parties may terminate the within Agreement at any time prior to the “GMCAC” obtaining and/or building an adequate facility; and, later than three (3) years from the date of first operation in a “GMCAC” owned facility, provided that written notice of terminations given to all other Parties to the Agreement and the “GMCAC” at least one (1) year prior to the proposed termination date. Upon termination hereof all personal property, or surplus money owned or held by “GMCAC” shall be transferred to “City” and “County” in proportion to their respective contributions made by them. Either Party hereto may have the option of purchasing from the other any “GMCAC” personal property at its then fair market value. If real property is acquired by CITY and COUNTY for “GMCAC” during the operation of this joint powers agreement, it will be held jointly by CITY and COUNTY, and upon termination, it shall be divided equally between the CITY and COUNTY. Either Party hereto may have the option of purchasing from the other any such “GMCAC” real property at is then fair market value.

P. If any provision of this Agreement is subsequently held to be invalid or unenforceable by a Court of competent jurisdiction, then the remainder of this Agreement shall not be affected thereby and the remaining provisions of this Agreement would continue in full force and effect, unless the fulfillment of the purpose of the Agreement is rendered impracticable.

Q. Any funds allocated by this Agreement not expended by “GMCAC” at the termination hereof shall revert to CITY and COUNTY. “GMCAC” shall be strictly accountable for the expenditure of public funds provided hereunder and shall maintain necessary financial records available to CITY and COUNTY and any other entity or individual authorized to inspect the same over the life of this Agreement as long as required by New Mexico law.

R. The Bateman Act §6-6-11 et. seq. NMSA 1978 Comp. applies hereto, and any provision of the Agreement at variance with the Act is superseded by it.

S. The New Mexico Procurement Code §13-1-28 et. seq. NMSA 1978 Comp. applies hereto and violation thereof may subject the responsible party to civil and/or criminal penalties.

T. CITY and COUNTY agree to transfer to “GMCAC” their animal control equipment and other related equipment as the initial equipment to “GMCAC”. Said equipment shall be put on and carried on “City’s” property inventory. At the termination of this Agreement, any equipment still in existence shall revert to the Party who contributed it.

U. This Agreement may not be extended, changed, modified, or altered, except by subsequent written agreement.

V. The annual initial budget appropriation for “GMCAC” shall be Four Hundred and Fifty Thousand Dollars (\$450,000.00). [City share \$270,000 - County share \$180,000].

W. This Agreement shall go into effect upon approval by the State of New Mexico Department of Finance and Administration.

**WITNESS** our hands the day and year first written above.

CITY OF GALLUP

By \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

COUNTY OF McKINLEY

By \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
County Clerk

-----  
APPROVAL BY DEPARTMENT OF FINANCE AND ADMINISTRATION:

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

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

## **Discussion/Action Topic 6**

Approval of Corrective Quitclaim Deed to  
Joey L. and Donna J. Corley

George Kozeliski, City Attorney



**CITY OF  
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: April 26, 2016

SUBJECT: Corrective Quitclaim Deed to Corley.  
DEPT. OF ORIGIN: City Attorney's Office  
DATE SUBMITTED: SUBMITTED BY: George W. Kozeliski, City Attorney

**Summary:** In 1969 the City vacated an alley on Nizhoni, east of Redrock Drive. The Ordinance vacating the alley was recorded in the County Clerk's records at that time.

In 1989, a quitclaim deed was given to Joey L. and Donna J. Corley most likely at the request of title company to clear title to the property. The quitclaim deed given to Corley's was for the west half of the alley, when in fact it should have been for the east half of the alley.

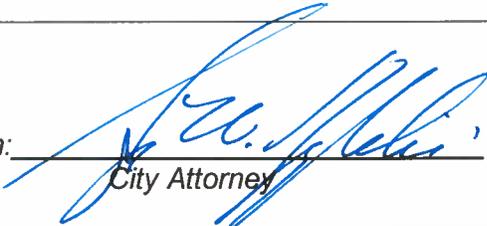
The property is now being sold by the Corley's and the title company has discovered the mistake. The City simply needs to approve and provide a corrective quitclaim deed to the east half of the alley.

**Financial Impact:** None

Approved:   
Finance Department

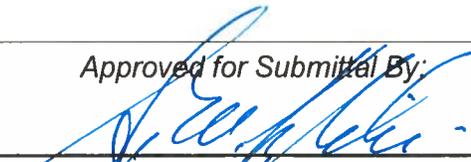
**Attachments:** Corrective Quitclaim Deed and previous documents

**Legal Review:** Drafted deed and recommended

Approved As To Form:   
City Attorney

**Recommendation:** Approve the Corrective Quitclaim Deed.

Approved for Submittal By:

  
Department Director  
  
City Manager

CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN

Resolution No. \_\_\_\_\_ Continued To: \_\_\_\_\_  
Ordinance No. \_\_\_\_\_ Referred To: \_\_\_\_\_  
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_  
Other: \_\_\_\_\_ File: \_\_\_\_\_



**QUITCLAIM DEED**

THE CITY OF GALLUP, NEW MEXICO, a municipal corporation

JOEY L. and DONNA J. CORLEY, husband and wife for consideration paid, quitclaim to

the following described real estate in McKinley County, New Mexico:

*MISTAKE*

The westerly one-half of the alley adjacent to Lot 9, Block 10, Burke Buena Vista Addition, said alley being vacated by Gallup City Ordinance No. S-254 dated June 2, 1969.

OFFICE OF THE  
COUNTY CLERK  
MAY 27 1989  
MCKINLEY COUNTY

*Ready*

WITNESSE its hand and seal this 9th day of May, 1989.  
*Edward Munoz* (Seal) Edward Munoz, Mayor (Seal)  
(Seal) (Seal)

**ACKNOWLEDGMENT FOR NATURAL PERSONS**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_  
(Name or Names of Person or Persons Acknowledging)

My commission expires \_\_\_\_\_  
(Seal)

Notary Public

**ACKNOWLEDGMENT FOR CORPORATION**

STATE OF NEW MEXICO

COUNTY OF McKinley

The foregoing instrument was acknowledged before me this 9th day of May, 1989

by *Edward Munoz* (Name of Officer) Mayor of the city of Gallup (Name of Corporation Acknowledging)

a City municipal corporation, on behalf of said corporation.

My commission expires: \_\_\_\_\_  
(Seal) *2/24/93*

*Robert Ruiz*  
Notary Public

FOR RECORDER'S USE ONLY  
# 236905  
MAY 23 1989  
A B 10 89  
Arloa A. S. Santa  
Arloa Chavira, Dep.

60 Misc / 530

XERO COPY

XERO COPY

XERO COPY

STATE OF NEW MEXICO  
COUNTY OF MCKINLEY

# 119, 9/12  
SS.

Filed for record in the Clerk's office  
the 23rd day of June  
A. D. 1969 at 9:21 o'clock P.M.  
and recorded in Book 60  
of Misc. on page 530  
J. R. Radcomick  
County Clerk

ORDINANCE NO. S- 254

By Cecilia Gonzalez, Dy.

AN ORDINANCE VACATING THE ALLEY IN BLOCK TEN (10) OF THE BURKE BUENA VISTA ADDITION TO THE CITY OF GALLUP, NEW MEXICO AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GALLUP:

Section 1. That alley located in Block Ten (10) of

the Burke Buena Vista Addition to the City of Gallup, as shown on the Plat of that Addition filed January 10, 1956, in the Office of the County Clerk of McKinley County, New Mexico, be and the same is hereby vacated, discontinued and withdrawn from public use as a public alley upon the following conditions:

(A). That there is excepted and reserved to the City of Gallup or any other public utility from such vacancy an easement for any existing or future water, sewer, electric, television or telephone lines or poles.

(B). That the City of Gallup or any public utility, its officers, employees, agents or authorized representatives shall have full right of ingress and egress into said alley for the purpose of constructing, maintaining, repairing, replacing or removing any such utility lines as may be required.

Section 2. The Mayor and Clerk are authorized to execute and deliver on behalf of the City such instruments as are necessary to carry out the provisions of this Ordinance.

Section 3. This Ordinance is hereby declared and is passed and adopted as an emergency measure.

11 a public alley upon the following conditions:

12 (A). That there is excepted and reserved to the City  
13 of Gallup or any other public utility from such vacancy an ease-  
14 ment for any existing or future water, sewer, electric, television  
15 or telephone lines or poles.

16 (B). That the City of Gallup or any public utility, its  
17 officers, employees, agents or authorized representatives shall  
18 have full right of ingress and egress into said alley for the pur-  
19 pose of constructing, maintaining, repairing, replacing or  
20 removing any such utility lines as may be required.

21 Section 2. The Mayor and Clerk are authorized to execute  
22 and deliver on behalf of the City such instruments as are necessary  
23 to carry out the provisions of this Ordinance.

24 Section 3. This Ordinance is hereby declared and is  
25 passed and adopted as an emergency measure.

26 PASSED, APPROVED and ADOPTED this 2nd day of June, 1969.

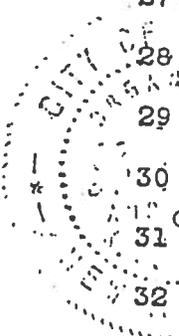
27 CITY OF GALLUP

28 BY: Ray E. Arn  
29 Mayor

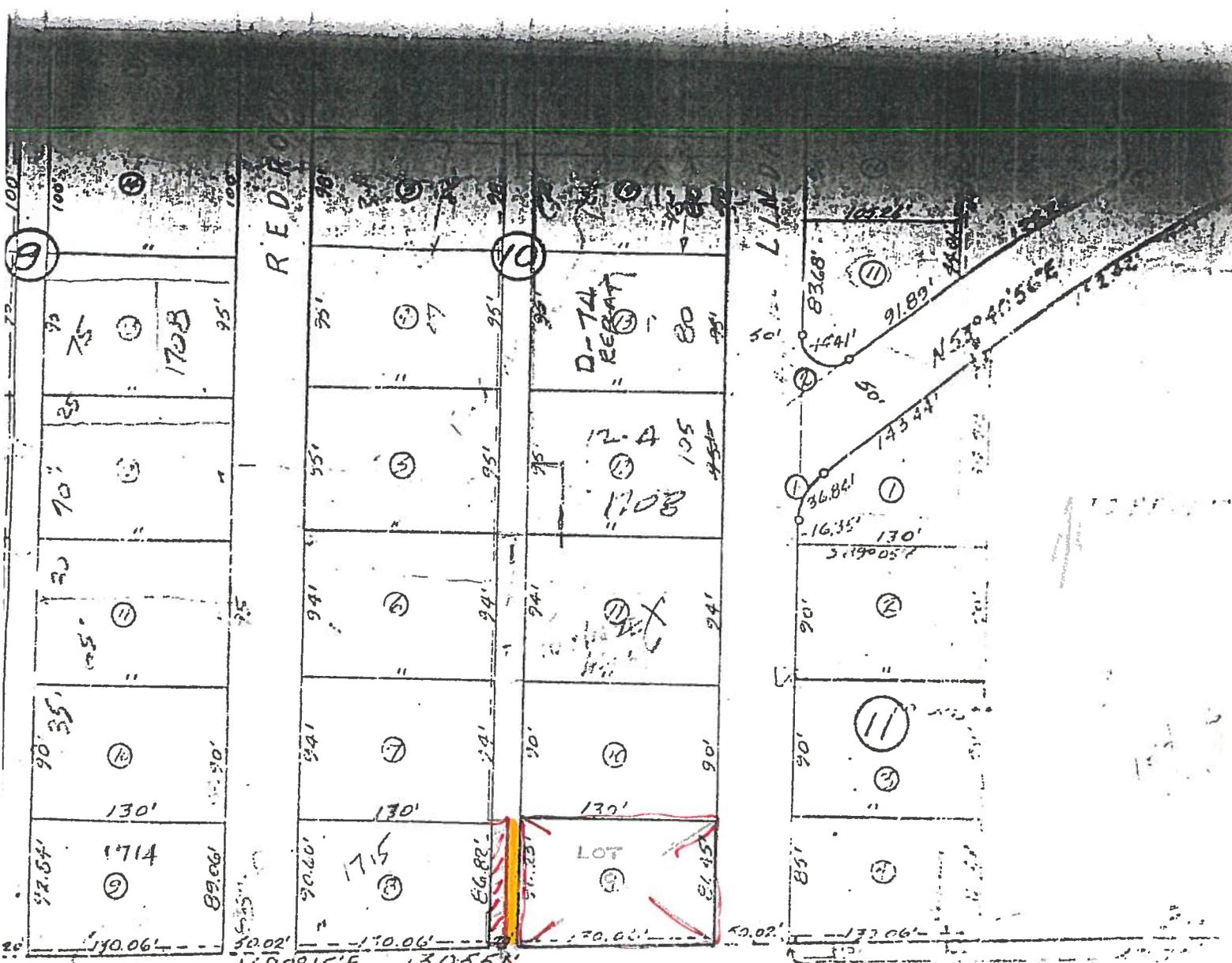
OFFICE OF THE  
COUNTY CLERK  
JUN 23 9 21 AM '69  
SANDHILL COUNTY

30 (SEAL)  
31 ATTEST

32 Doyle Redman  
Clerk



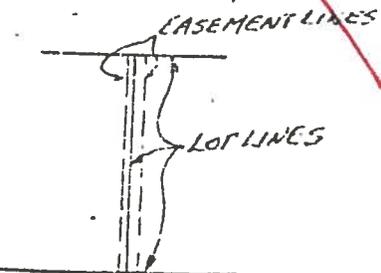
603 Nizkor Blvd



N 89° 15' E 1305.51'

20 43.491

UTILITIES ARE RESERVED  
 MEASURED 5 FEET ON  
 OTHERWISE INDICATED  
 ALONG ALLEY LINES  
 EASEMENTS 3 FEET INTO  
 HEIGHTS NOT LESS THAN  
 INGRESS AND EGRESS AND  
 TRIM TREES ARE HEREBY



CURVE DATA

NO	WIDTH	...
1	40	...
2	20	...
3	30	...
4	20	...

## **Discussion/Action Topic 7**

Resolution No. R2016-19:  
3<sup>rd</sup> Quarter Fiscal Year 2016 Budget Adjustments  
and Report of Actuals

Patty Holland, Chief Financial Officer



**CITY OF  
GALLUP**

**COUNCIL STAFF SUMMARY FORM**

**MEETING DATE:** April 26, 2016

**SUBJECT:** 3rd Quarter FY2016 Budget Adjustments and Report of Actuals  
**DEPT. OF ORIGIN:** Finance  
**DATE SUBMITTED:** April 20, 2016  
**SUBMITTED BY:** Patty Holland

**Summary:** Each quarter, the Finance department reviews any changes to the budget and submits these changes to council for approval. The following areas are reviewed: personnel, operations, capital outlay and transfers in and out of each fund. The Department of Finance and Administration (DFA) requires Council to pass a resolution for all budget increases, decreases, and transfers between funds. DFA further requires approval of the report of actuals showing cumulative activity for the fiscal year. The report to DFA regarding budget revisions is due April 30, 2016.

This revision encompasses all budget changes processed January 1, 2016 through March 31, 2016 (Quarter 3 of FY2016).

**Fiscal Impact:**

None.

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

*Patty Holland*  
Finance Department

**Attachments:** Budget Changes Q 3, FY 2016, Report of Actuals 3/31/16

**Legal Review:**

Approved As To Form: \_\_\_\_\_

City Attorney

**Recommendation:** Staff recommends approval of the budget adjustments and report of actuals.

Approved for Submittal By:

*Patty Holland*  
\_\_\_\_\_  
Department Director

*[Signature]*  
\_\_\_\_\_  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved: \_\_\_\_\_  
Other: \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied: \_\_\_\_\_  
File: \_\_\_\_\_

**CITY OF GALLUP  
RESOLUTION NO. R2016-19**

**A RESOLUTION AMENDING THE FISCAL YEAR 2016 BUDGET FOR CERTAIN FUNDS, APPROVING THE YEAR TO DATE REPORT OF ACTUALS AND APPLICATION TO THE LOCAL GOVERNMENT DIVISION OF THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR THE APPROVAL THEREOF:**

**WHEREAS**, the Governing Body in and for the City of Gallup, State of New Mexico has amended the budget for Fiscal Year 2016 (July 1, 2015 through June 30, 2016); and

**WHEREAS**, said budget amendment was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, to perform essential and necessary services for the citizens of the City of Gallup, certain transfers of funds for personnel, operations and capital outlay expenditures are necessary; and

**WHEREAS**, the DFA YTD report of actual activity has been prepared showing summary data by fund; and

**WHEREAS**, the official meeting for the review of said documents were duly advertised on April 21, 2016, in compliance with the State Open Meetings act; and

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustment meets the requirements as currently determined for the close of the third quarter of 2016.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the City of Gallup, State of New Mexico hereby adopts the budget amendment herein above described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**RESOLVED:** In session this 26th day of April, 2016.

**ATTEST:**

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

**CITY OF GALLUP, NEW MEXICO**

\_\_\_\_\_  
Jackie McKinney, Mayor

\_\_\_\_\_  
Linda Garcia, City Councilor

\_\_\_\_\_  
Allan Landavazo, City Councilor

\_\_\_\_\_  
Yogash Kumar, City Councilor

\_\_\_\_\_  
Fran Palochak, City Councilor

Fund Dept.	Fund	Revenue	Transfer In	Expense	Transfer Out	Increase or (Decrease)	Purpose
<b>General Fund</b>							
101 0000	GF Revenue/ Fire Fund	389,179	-	-	-	(389,179)	Budget Rev. & Ex / Fire truck / County reimbursement
101 0000	GF Revenue/ El Morro	100,000	-	-	-	(100,000)	Budget El Morro agreement NM EDD 100k
101 1018	Human Resource	-	-	5,590	-	5,590	Transfer to HR to cover training expenditure charged to HR departm
101 1018	Human Resource	-	-	2,700	-	2,700	Transfer to HR to cover training expenditure charged to HR departm
101 2010	Police	-	-	(5,590)	-	(5,590)	Transfer to HR to cover training expenditure charged to HR departm
101 2541	Fire	-	-	389,179	-	389,179	Budget Rev. & Ex / Fire truck / County reimbursement
101 2541	Fire	-	-	(2,700)	-	(2,700)	Transfer to HR to cover training expenditure charged to HR departm
101 4042	EDD	-	-	(88,020)	-	(88,020)	Transfer EDC to Lodgers' Tax Department
101 4043	El Morro	-	-	100,000	-	100,000	Budget El Morro agreement NM EDD 100k
101	GF Various Department	-	-	625,758	-	625,758	Mid Year Budget Increase CC 1/26/16
	<b>GF Adjustment</b>	<b>489,179</b>	<b>-</b>	<b>1,026,917</b>	<b>-</b>	<b>537,738</b>	
<b>Other Funds</b>							
201	Correction Fee	49,000	-	-	-	(49,000)	Budget revenue to actual for Correction Fees through end of FY
202	Environmental Surcharge	-	-	76,902	-	76,902	Budget Investment Grade Energy Audit cc 1/26/16 #4
202	Environmental Surcharge	-	-	100,000	-	100,000	Mid Year Budget Increase CC 1/26/16 Clean & Lien off set
202	Environmental Surcharge	-	-	250,000	-	250,000	G-22 Attorney Fees approved CC 2/9/16 #10
214	Lodgers Tax	-	-	200,000	-	200,000	Mid Year Budget increase CC 1/26/16 state spending requirement
214	Lodgers Tax	-	-	88,020	-	88,020	Transfer EDC to Lodgers' Tax Department
214	Lodgers Tax	-	-	23,250	-	23,250	Adjust PY project to actual & budget NM High & Jr High Finals
216	Streets	-	-	8,541	-	8,541	Mid Year Budget increase CC 1/26/16 PR
217	Recreation	-	-	17,452	-	17,452	Mid Year Budget increase CC 1/26/16 equipment
290	Detox	378,340	-	-	-	(378,340)	Budget JPA revenue SEP-15-052
290	Detox	234,000	-	-	-	(234,000)	Budget Navajo Area Office Grant 3/mos funding total 234k
290	Detox	-	-	323,880	-	323,880	Budget amended contract for Detoxification Center
291	CDBG	500,000	-	500,000	-	-	Budget Sky City IV with Match from Fund 311 / ICIP #19 & 20
307	GJU Water CP	-	671,878	671,878	-	-	Transfer 2016 ICIP 29,30,31 Water Projects to GJU CP
307	GJU WW	-	260,000	260,000	-	-	Transfer 2016 ICIP 28 Water Projects to GJU CP
307	GJU Elec. CP	-	150,000	150,000	-	-	Transfer 2016 ICIP item 37 Under Frequency Loan to GJU CP
311	Infrastructure GRT	-	-	(3,333)	-	(3,333)	Close MAP match & transfer 130k to NM118 for project match
391	Legislative	210,000	-	210,000	-	-	Budget Legislative Allison agreements
399	Public Works	4,500,000	-	4,500,000	-	-	Budget Legislative Allison agreements
399	PW CP	(400,000)	-	(400,000)	-	-	Close MAP 905 / revert funding
483	NMFA Loans	-	-	1	-	1	Mid Year CC 1/26/16 Rounding for interest
486	NMFA Loan WTB	2,400,000	-	-	-	(2,400,000)	Budget revenue for WTB 283
497	Sales Tax Bond	-	-	25,200	-	25,200	Mid Year CC 1/26/16 Principal pmt
504	Solid Waste	-	-	(29,659)	-	(29,659)	Mid Year CC 1/26/16 Group insurance
504	Solid Waste	-	-	100,000	-	100,000	Curbside Recycling program CC 2/23/16 #8
506	Enterprise NGWSP	171,000	-	100	-	(170,900)	Adjust to actual / projected through end of FY
506	GJU Water Enterprise	-	-	(3,252)	-	(3,252)	Mid Year CC 1/26/16 Group insurance
506	GJU Water Enterprise	-	-	(671,878)	671,878	-	Transfer 2016 ICIP 29,30,31 Water Projects to GJU CP
507	GJU Elec. Enterprise	-	-	(369)	-	(369)	Mid Year CC 1/26/16 Group insurance
507	GJU Elec. Enterprise	-	-	(150,000)	150,000	-	Transfer 2016 ICIP item 37 Under Frequency Loan to GJU CP
508	GJU WW Enterprise	-	-	(7,201)	-	(7,201)	Mid Year CC 1/26/16 Group insurance
508	GJU WW Enterprise	-	-	(260,000)	260,000	-	Transfer 2016 ICIP 28 Water Projects to GJU CP
516	Fitness	-	-	(2,424)	-	(2,424)	Mid Year Budget increase CC 1/26/16 group insurance
590	Rodeo	25,000	-	25,000	-	-	Budget NM High & Jr High finals rodeo agreement
590	Rodeo	-	-	(16,247)	-	(16,247)	Make adjustment to close prior rodeo project

Fund Dept	Fund	Revenue	Transfer In	Expense	Transfer Out	Increase or (Decrease)	Purpose
603	Risk Management	-	-	4,193	-	4,193	Mid Year Budget increase CC 1/26/16 group insurance
		-	-	-	-	-	
		-	-	-	-	-	
		-	-	-	-	-	
		-	-	-	-	-	
	Other Funds - Adjustment	8,067,340	1,081,878	5,990,054	1,081,878	\$ (2,077,286)	
		8,556,519	1,081,878	7,016,971	1,081,878	(1,539,548)	

**MUNICIPALITY: GALLUP**

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

**Period Ending: 03/31/2016**

**SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER THAN 30 DAYS  
AFTER THE CLOSE OF EACH QUARTER.**

**Prepared By: P HOLLAND**

*Patty Holland, 04/20/16*

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

Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY (1)	REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)	QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)	REQUIRED RESERVES (9)	AVAILABLE CASH (8) - (9)	Date
101	GENERAL FUND (GF)	\$2,791,298	19,953,038	(333,095)	16,698,287	(2,645,056)	\$3,067,898	5,041,048	\$8,108,946	1,391,524	\$6,717,422	
201	CORRECTION	\$137,676	104,912	0	57,280	153,275	\$338,583	9,426,624	\$338,583		\$338,583	
202	ENVIRONMENTAL GRT	\$4,055,166	1,046,573	0	3,072,022	327,099	\$2,356,816		\$11,783,440		\$11,783,440	
206	EMS	\$8,597	0	0	3,205	(3,592)	\$1,800		\$1,800		\$1,800	
207	ENHANCED 911	\$0	0	0	0	0	\$0		\$0		\$0	
209	FIRE PROTECTION FUND	\$65,290	516,310	(105,661)	23,499	249,999	\$702,439		\$702,439		\$702,439	
211	LEPF	\$35,530	67,200	0	40,228	10,200	\$72,702		\$72,702		\$72,702	
214	LODGERS' TAX	\$656,789	1,037,343	(180,750)	649,372	(14,507)	\$849,504	928,817	\$1,778,320		\$1,778,320	
216	MUNICIPAL STREET	\$354,430	1,217,095	1,206,566	1,886,621	141,545	\$1,033,015	928,817	\$1,961,832		\$1,961,832	
217	RECREATION	\$17,452	0	0	0	0	\$17,452		\$17,452		\$17,452	
218	INTERGOVERNMENTAL GRANT	\$271,638	40,000	(30,110)	168,015	(112,335)	\$978		\$978		\$978	
219	SENIOR CITIZEN	\$32,813	222,121	312,560	473,320	(29,469)	\$64,705		\$64,705		\$64,705	
223	DWI PROGRAM	\$0	0	0	0	0	\$0		\$0		\$0	
299	OTHER	\$1,422,294	3,087,823	750,000	1,627,286	816,592	\$4,449,423	928,817	\$5,378,240		\$5,378,240	
300	CAPITAL PROJECT FUNDS	\$13,928,231	3,808,507	121,878	3,624,713	(7,709,674)	\$6,524,229	9,223,629	\$15,747,859		\$15,747,859	
401	G O BONDS	\$308,681	331,514	180,750	719,880	1	\$101,066		\$101,066		\$101,066	
402	REVENUE BONDS	\$4,424,850	3,542	3,190,963	610,876	792,368	\$7,800,847	6,645	\$7,807,491		\$7,807,491	
403	DEBT SERVICE OTHER	\$2,825,125	2,400,328	726,382	264,360	(2,264,903)	\$3,422,572	476,469	\$3,899,042		\$3,899,042	
500	ENTERPRISE FUNDS	\$0	0	0	0	0	\$0	0	\$0		\$0	
	Water Fund	\$1,089,008	2,517,506	(128,254)	2,222,264	464,942	\$1,720,938	3,523,286	\$5,244,224		\$5,244,224	
	Solid Waste	\$0	0	0	0	0	\$0		\$0		\$0	
	Waste Water	\$0	52,460	111,960	38,310	(4,977)	\$121,133		\$121,133		\$121,133	
	Airport	\$0	0	0	0	0	\$0		\$0		\$0	
	Ambulance	\$0	0	0	0	0	\$0		\$0		\$0	
	Cemetery	\$0	0	0	0	0	\$0		\$0		\$0	
	Housing	\$0	0	0	0	0	\$0		\$0		\$0	
	Parking	\$0	0	0	0	0	\$0		\$0		\$0	
	506-Joint Utilities	\$431,684	21,992,068	(5,769,069)	16,258,393	11,210,044	\$11,606,334	9,864,992	\$21,471,326		\$21,471,326	
	516-Fitness Center	\$363,994	211,792	324	175,339	184,459	\$585,230		\$585,230		\$585,230	
	590-Rodeo	\$645	71,865	0	37,406	(34,928)	\$176		\$176		\$176	
	592-Gamercio	\$196,468	284,567	0	241,938	(43,218)	\$195,879		\$195,879		\$195,879	
600	INTERNAL SERVICE FUNDS	\$994,228	1,624,846	(54,444)	1,772,337	(281,686)	\$510,607	2,786,451	\$3,297,058		\$3,297,058	
700	TRUST AND AGENCY FUNDS	\$801,467	0	0	0	36,693	\$838,160	0	\$838,160		\$838,160	
GRAND TOTAL		\$35,213,354	\$60,591,410	\$0	\$50,664,951	\$1,242,672	\$46,382,485	\$43,135,594	\$89,518,079	\$1,391,524	\$88,126,555	

## **Discussion/Action Topic 8**

UNM-G Intergovernmental Services Agreement  
for the Installation of Water Supply Facilities

Stan Henderson, Public Works Director



**SUBJECT:** UNM-G Intergovernmental Services Agreement  
Pertaining To Installation Of Water Supply Facilities  
**DEPT. OF ORIGIN:** PW/City Engineering  
**DATE SUBMITTED:** 21-Apr-2016  
**SUBMITTED BY:** Stanley Henderson

**Summary:** Staff is planning Reach 27.13 of the "Regional" Navajo Gallup Water Supply Pipeline. This reach is a proposed 12" water line and 1.5 million gallon storage tank that will provide the future water supply for the Southland area and Navajo Chapters south of Gallup. As part of this reach, UNM-G desires a substantial increase in the water now supplied by the City to the campus for fire protection and future campus growth. To this end, UNM will pick up the project costs directly attributable to the campus' needs.

To this end, attached for your consideration and approval is the Intergovernmental Services Agreement (ISA) laying out the roles and responsibilities for each party. This ISA will also require consideration and approval by UNM Board Of Regents.

A Memorandum Of Understanding was previously approved by the City Council on 23 September 2014. It laid out the planning framework and expectations with UNM staff for project certifications, design, construction, accelerated maintenance, and associated costs. This ISA builds on the previous MOU.

**Fiscal Impact:**

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

*Patty Haland*  
Finance Department

None anticipated other than indirect City staff labor costs. All direct costs for increasing the campus water supply will be UNM costs. See Exhibit A within the proposed ISA for those costs.

**Attachments:**

(1) Intergovernmental Services Agreement including  
Exhibit A – Estimated Costs To UNM

**Legal Review:**

Approved As To Form: \_\_\_\_\_

*[Signature]*  
City Attorney

**Recommendation:** Approved attached Intergovernmental Services Agreement with University Of New Mexico.

Approved for Submittal By:

*VR Stutterdane*

Department Director

*Raymond St*  
City Manager

CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN

Resolution No. \_\_\_\_\_ Continued To: \_\_\_\_\_

Ordinance No. \_\_\_\_\_ Referred To: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied \_\_\_\_\_

Other: \_\_\_\_\_ File: \_\_\_\_\_

**INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN CITY OF GALLUP, NEW MEXICO  
AND THE REGENTS OF THE UNIVERSITY OF NEW MEXICO  
FOR INSTALLATION OF WATER SUPPLY FACILITIES SERVICING  
THE UNIVERSITY OF NEW MEXICO GALLUP CAMPUS**

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**A. PURPOSE:**

The purpose of this Agreement shall be for the City of Gallup (CITY) to expedite the design and construction of the Navajo Gallup Water Supply Project (NGWSP) Reach 27.13 Facilities and a twelve inch (12") diameter waterline within Gurley Avenue (Additional Gallup Campus Facilities), in order to provide enhanced water service to University of New Mexico Gallup Campus (UNM-G). This Agreement shall be in accordance with the Memorandum of Understanding pertaining to the Installation of Water Supply Facilities Servicing UNM-G Campus executed on 30 September, 2014, attached herein as Exhibit (A).

**B. SCOPE OF WORK:**

In order for UNM-G Campus to fully benefit from the NGWSP Reach 27.13 Facilities, it is necessary that certain facilities be included in the design and construction of the NGWSP Reach 27.13 Facilities, specifically the Additional Gallup Campus Facilities. The Facilities, once constructed, will increase City water system storage and delivery capacity, and create a new system pressure zone.

**1. UNM's Roles and Responsibilities**

- a. UNM agrees to reimburse the City for the maintenance cost of a single re-coating of the 1.5 million gallon reservoir due to the acceleration of the design and construction of the NGWSP Reach 27.13 Facilities.
- b. UNM agrees to reimburse the City's for all its costs associated with design and construction of the Additional Gallup Campus Facilities.

**2. City of Gallup's Roles and Responsibilities**

- a. The CITY will modify the NGWSP Construction Project Schedule of the nine sub-Reaches by moving Reach 27.13 from last in the sequence to mid-range. This sequential change will place construction of Reach 27.13 near the calendar year of 2017 instead of 2024, expediting the design and construction of the Additional Gallup Campus Facilities.

- b. The CITY will provide advertising, bidding, contract award, and construction management services for the Additional Gallup Campus Facilities.
- c. The CITY will own, operate and maintain Reach 27.13 Facilities and the Additional Gallup Campus Facilities located within Gurley Avenue right of way and easements, upon completion.

**C. TIMEFRAME:**

This Agreement shall be effective no sooner than July 1, 2016 and shall be completed no later than June 30, 2024, except as amended and mutually agreed upon in writing. It is understood that planning and design services are underway as of the date of this agreement and operation, maintenance and replacement (O, M & R) will continue after this date.

**D. FINANCIAL GUARANTEE:**

1. Capital Improvement Amount: UNM agrees to the total reimbursement for CAPITAL IMPROVEMENTS costs to the City that are associated with the design and construction of the Additional Gallup Campus Facilities to specifically serve the Gallup Campus. The reimbursement costs shall not exceed the actual amount estimated by the City to be at Five hundred forty-two thousand, five hundred two and sixty-five one hundredth dollars; (\$542,502.65) as shown in Exhibit "A" attached.
2. Operation, Maintenance and Replacement Amount (OM&R): Accelerating the construction of NGWSP Reach 27.13 will require the City to recoat the 1.5 million reservoir at least one additional time. UNM agrees to the total reimbursement for the maintenance costs to the City of a single re-coating of the 1.5-million-gallon reservoir. The re-coating costs shall not exceed the actual amount estimated by the City to be Five hundred seventy-two thousand, seven hundred ninety-six and ninety-five one hundredth dollars; (\$572,796.95) as shown in Exhibit "A" attached.
3. Method of Payment: UNM agrees to reimburse the CITY the above-agreed Capital Improvement and Operation, Maintenance, Replacement costs within thirty (30) days from the date of invoicing for the Additional Gallup Campus Facilities with sufficient back-up detail and accounting records evidencing such costs.
4. Accounting: The CITY will establish a City of Gallup account number for a separate accounting record of any capital improvement and accelerated maintenance costs incurred by the CITY for reimbursement by UNM.

**E. OPERATION, MAINTENANCE AND REPLACEMENT (O,M&R) COSTS:**

The Additional Gallup Campus Facilities constructed under this Agreement within Gurley Avenue shall be owned, operated, maintained and repaired by the CITY. All facilities located on UNM-G Campus shall be owned, operated, maintained and repaired by UNM-G.

**F. ACCESS TO INFORMATION:**

It is agreed that UNM and its agencies shall provide information, if needed, for the purposes and work described in this Agreement. UNM will be included and copied on all invoices and reports associated with Additional Gallup Campus Facilities.

**G. LIMITATION OF LIABILITY:**

Each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees. The liability of each party shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

**H. MODIFICATION AND TERMINATION:**

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. Nothing contained within this Agreement shall nullify any other conditions of the original Memorandum of Understanding between Parties executed on 30 September 2014. This Agreement may be terminated in the event that the Additional Gallup Campus Facilities are not constructed by June 30, 2024. This Agreement expires once the Additional Gallup Campus Facilities are in place and all reimbursements paid.

**I. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the CITY:

Maryann Ustick, City Manager  
City of Gallup  
110 West Aztec Avenue  
Gallup, NM 87301  
Telephone: (505) 863-1220  
E-Mail: [manager@gallupnm.gov](mailto:manager@gallupnm.gov)

With a copy to:

Al Abeita, City Clerk  
City of Gallup  
110 West Aztec Avenue  
Gallup, NM 87301  
Telephone: (505) 863-1271  
E-Mail: [aabeita@gallupnm.gov](mailto:aabeita@gallupnm.gov)

To UNM-G

Dr. Christopher Dyer, Executive Director  
University of New Mexico, Gallup Branch  
Campus  
705 College Drive  
MSC12 7240  
(505) 863-7500  
E-Mail: [cdyer@unm.edu](mailto:cdyer@unm.edu)

With a copy to:

Rick Goshorn, Director Business Operations  
University of New Mexico, Gallup Branch  
Campus  
705 College Drive  
MSC12 7240  
(505) 863-7507  
E-Mail: [rgoshorn@unm.edu](mailto:rgoshorn@unm.edu)

With a copy to:

Water and Sanitation Director  
City of Gallup  
110 West Aztec Avenue  
Gallup, NM 87301  
Telephone: (505) 863-1289

IN WITNESS WHEREOF, the parties affix their signatures here below:

**CITY OF GALLUP**

By: \_\_\_\_\_  
Jackie McKinney, Mayor

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

ATTEST: \_\_\_\_\_  
Alfred Abeita, City Clerk

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

**UNIVERSITY OF NEW MEXICO – GALLUP**

By: \_\_\_\_\_  
Christopher Dyer, Executive Director

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

By: \_\_\_\_\_  
David W. Harris, Executive Vice President

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

By: \_\_\_\_\_  
Bruce Cherrin, Chief Procurement Officer

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

**MEMORANDUM OF UNDERSTANDING**  
**PERTAINING TO**  
**THE INSTALLATION OF WATER SUPPLY FACILITIES**  
**SERVICING THE UNIVERSITY OF NEW MEXICO GALLUP CAMPUS**

This Memorandum of Understanding ("MOU") pertaining to the design and construction of water supply facilities by the City of Gallup to provide enhanced water service to the University of New Mexico Gallup Campus ("Gallup Campus") (the "MOU") is entered into this 30<sup>TH</sup> day of SEPT. 2014 ("Effective Date") by and between the City of Gallup, a New Mexico municipal corporation (the "City") and The Regents of The University of New Mexico, a constitutionally created educational institution of the State of New Mexico ("UNM"). (The City and UNM are collectively referred to herein as the "Parties").

**RECITALS**

**WHEREAS**, UNM desires an increased level of water service to its Gallup Campus to reduce ongoing operational costs and provide sufficient levels of water service to meet future domestic and fire protection needs of UNMG; and

**WHEREAS**, the level of water service desired by UNM to serve its Gallup Campus needs exceeds the available City water supply system capacity; and

**WHEREAS**, UNM is planning improvements to its Gallup Campus utility infrastructure to better serve its existing facilities as well as future campus improvements and expansions; and

**WHEREAS**, the City, as part of the Navajo-Gallup Water Supply Project, ("NGWSP"), a federally authorized water supply project authorized under the Omnibus Public Land Management Act of 2009, Title X Part III (Public Law 111-11) has planned certain water system improvements (the "NGWSP Facilities") to the City facilities serving Gallup Campus; and

**WHEREAS**, the NGWSP Facilities, once constructed, will increase City water system storage, and create a new system pressure zone; and

**WHEREAS**, at the request of UNM, the City has agreed to take reasonable measures to expedite the design and construction of the NGWSP Facilities in order to provide enhanced water service to Gallup Campus; and

**WHEREAS**, in order for Gallup Campus to fully benefit from the NGWSP Facilities, it is necessary that certain additional facilities be included in the design and construction of

the NGWSP Facilities, including a twelve inch (12") waterline within Gurley Avenue to specifically serve the Gallup Campus ("Additional Gallup Campus Facilities"); and

**WHEREAS**, the Parties desire the City to design and construct the Additional Gallup Campus Facilities with the costs incurred by the City for the design and construction of such facilities reimbursed by UNM; and

**WHEREAS**, the Parties intend this MOU to serve as the preliminary understanding under which the Parties shall negotiate and finalize an Intergovernmental Service Agreement ("ISA") regarding accelerating the design and construction of the NGWSP Reach 27.13 Facilities in order to accommodate the design, construction, and operation of the Additional Gallup Campus Facilities; including the specific terms for cost accounting and UNM's reimbursement of the City's expenses associated with accelerating the design and construction of the NGWSP Facilities and the Additional Gallup Campus Facilities.

**NOW, THEREFORE**, the City and UNM agree as follows:

1. **Recitals.** The Parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this MOU.
2. **Design of Facilities.** Upon execution of this MOU, the City shall use reasonable efforts to advance the design of the NGWSP Facilities and the design of the Additional Gallup Campus Facilities. The City shall coordinate the design of the Additional Gallup Campus Facilities with UNM to ensure connection points and other design aspects are acceptable to UNM and comply with its improvement plans for the Gallup Campus.
  - a. The Parties agree to exchange any and all necessary information, data or plans to effectively coordinate the design of both Facilities to achieve the intended benefits from the Facilities.
  - b. UNM and City do hereby agree that it is in the mutual interest of both parties that the design of the Facilities covered under this MOU shall be performed by one firm.
  - c. UNM shall work with the City or its consultant to identify and establish at the Gallup Campus: (i) a new, single connection to the City water facilities to create a single meter for all domestic water use, and (ii) new or upgraded connection points for provision of a water supply for fire protection purposes in accordance with City standards and specifications.
  - d. UNM acknowledges and agrees that the City's work does not include design and construction of additional water storage or any other facilities to serve specific domestic water use or fire protection requirements at its Gallup

Campus. UNM also agrees that any such storage or other facilities which UNM may require in the future for its Gallup Campus shall be the responsibility of UNM.

- e. The City shall establish separate accounting records for any costs incurred by the City which are to be reimbursed by UNM.

**3. Intergovernmental Service Agreement.** Within thirty (30) days of the execution of this MOU, the Parties shall commence negotiations of an Intergovernmental Service Agreement ("ISA") setting forth the specific terms and conditions in which the City will (i) accelerate the design and construction of the NSGWSP Reach 27.13 Facilities; and (ii) design and construct the Additional Gallup Campus Facilities. The terms and conditions of the ISA shall include, but not be limited to, the following:

- a. UNM agrees to reimburse the City for all its costs associated with: (i) the maintenance cost of re-coating the 1.5 million gallon reservoir due to the acceleration of the design and construction of the NGWSP Reach 27.13 Facilities; estimated by the City as of the date of this MOU to be Five Hundred Seventy-Two Thousand Seven Hundred Ninety-Six and 95/Dollars (\$572,796.95) and (ii) the design, construction, maintenance and operation of Additional Gallup Campus Facilities estimated by the City as of the date of this MOU to be Five Hundred Forty-Two Thousand Five Hundred Two and 65/100 Dollars (\$542,502.65). Attached hereto as Exhibit A are details of the estimated costs for each of the foregoing.
- b. UNM shall reimburse the City for the costs associated with the Additional Gallup Campus Facilities as those costs are incurred and paid for by the City during construction of such facilities.
- c. The Parties acknowledge that the above-cited estimated costs are preliminary and for evaluation purposes only. The costs shall be adjusted based on actual costs or as may be further defined in the ISA.

**4. Confidentiality.** The City and UNM agree to maintain confidentiality of each other's confidential information to the extent allowed by law, provided such confidential information is explicitly marked as such and maintained by such disclosing party as confidential ("Confidential Information"). If either the City or UNM receives an Inspection of Public Records Act request, or court discovery demand or any other request for the release or inspection of the other party's Confidential Information, the party receiving the request will give timely notice to other party. Timely notice to a party is deemed to be and

hereby defined as a sufficient amount of time for that party to consider its legal options in consultation with the other party and intervene in the matter if necessary.

**5. Press Releases.** The City and UNM agree to coordinate on pre-announcement, press releases communication timing such that content and timing is to the best benefit of both Parties.

**6. Term and Termination.** This MOU shall commence on the Effective Date and terminate either upon the execution of an ISA as contemplated herein or upon thirty (30) days written notice to by either party to the other party. In the event this MOU is terminated prior to the execution of the ISA as contemplated herein, UNM shall be responsible for reimbursing the City for any direct costs incurred by City in the design of the Additional Gallup Campus Facilities. Within thirty (30) days of its receipt of an invoice with sufficient back-up detail and accounting records evidencing such costs, UNM shall reimburse the City.

**7. Notices.** All notices and other communications under this MOU shall be in writing and shall be deemed duly given: (i) when delivered personally or by prepaid overnight courier, with a record of receipt; (ii) the fifth business day after mailing if mailed by certified mail, return receipt requested; or (iii) the day of transmission, if sent electronically, provided there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses or e-mail addresses (or to such other address or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to the City:           Maryann Ustick  
                                   City Manager  
                                   City of Gallup  
                                   110 West Aztec Avenue  
                                   Gallup, NM 87301  
                                   Telephone: (505) 863-1220  
                                   E-Mail: manager@gallupnm.gov

With a copy to:         Al Abeita  
                                   City Clerk  
                                   City of Gallup  
                                   110 West Aztec Avenue  
                                   Gallup, NM 87301  
                                   Telephone: (505) 863-1271  
                                   E-Mail: aabeita@gallupnm.gov

If to UNM: Dr. Christopher Dyer  
Executive Director  
University of New Mexico, Gallup Branch Campus  
705 College Dr.  
MSC12 7240  
Gallup, NM 87301-5681  
Telephone: (505) 863-7500  
E-Mail: cdyer@unm.edu

With a copy to: Timothy Martin  
Director, Business Operations  
University of New Mexico, Gallup Branch Campus  
705 College Dr.  
MSC12 7240  
Gallup, NM 87301-5681  
Telephone: (505) 863-7507  
E-mail: martint@unm.edu

**8. Counterparts.** This MOU may be executed in one or more counterparts, including email counterparts, each of which shall be a fully binding and enforceable agreement against the party signing such counterpart, all such counterparts constituting one fully executed MOU.

**9. Entire Agreement.** This MOU includes the complete and entire agreement between the Parties with respect to the subject matter set forth herein, and may be amended only by written agreement, signed by UNM and the City.

**10. Liability.** Each Party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, and for the City and UNM, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. In the event of either Party's breach of this MOU, the sole and exclusive remedy shall be the right to terminate this MOU in accordance with Section 6 above. Neither Party shall have any liability for indirect, incidental, punitive or consequential damages resulting from or arising in connection with this MOU.

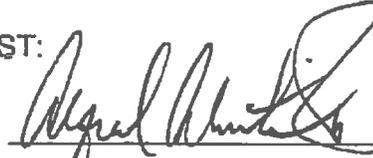
**11. Authorized Representatives.** This MOU is signed and delivered by an authorized representative of each party as of the date indicated next to the respective signatures below.

CITY OF GALLUP

By:   
Maryann Ustick, City Manager

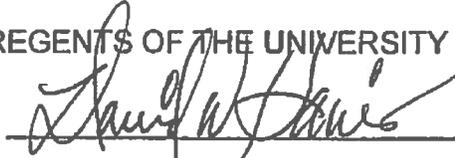
Date: 9/24/14

ATTEST:

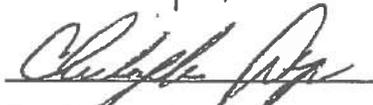
By:   
Alfred Abeita, City Clerk

Date: 9/24/14

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By:   
David W. Harris, Executive Vice President

Date: 9/30/14

By:   
Dr. Christopher Dyer, Executive Director

Date: 9/29/14

By:   
Bruce Cherrin, Chief Procurement Officer

Date: 9/29/14

Exhibit 'A'  
 Estimated Costs to UNMG  
 City of Gallup/UNMG Memorandum of Agreement  
 Navajo Gallup Water Supply Project - Reach 27.13  
 with Enhanced Water Service to UNMG

**A. NGWSP Reach 27.13 UNM Capital Improvement Costs**

100%	Lot 2 - Gurley Avenue Waterline Construction		\$417,390.00
		Sub-Total:	\$417,390.00
		Tax @ 8.3125%	\$34,695.54
		Contract Cost Total:	\$452,085.54
	Non-Contract Costs @ 20%		\$90,417.11
	<b>Capital Improvement Total</b>		<b>\$542,502.65</b>
Estimated Amount UNM to reimburse the City of Gallup for the capital improvement construction:			<b>Total: \$542,502.65</b>

**B. NGWSP Reach 27 UNM Operation Maintenance, & Replacement (O,M&R) Costs**

Operation Costs -

No additional operation costs have been identified at this time. The City of Gallup currently operates a pressure zone hydraulically higher than the Cresto Pressure Zone that currently serves the UNM-Gallup Campus. Operating Reach 27.13's additional pipe, larger pumps, and storage reservoir is offset by eliminating the operation of the existing pump station with the pressure vessel system.

Operation Sub-Total                    \$0.00

Maintenance Costs -

Additional maintenance costs to the City are estimated at \$572,801.76. The NGWSP reaches have a design life of 50 years and a standard tank coating system's life is 10 -15 years. Accelerating the construction of NGWSP Reach 27.13 by ten years will require the City of Gallup to recoat the 1.5 million gallon reservoir at least one additional time. The costs associated with recoating a 1.5 million gallon reservoir are illustrated below.

Item	2010 Average Cost	2014 Average Cost @ 3.75% Inflation
For tank interior blast cleaning and application of interior coating system	\$325,096.00	\$390,797.84
For tank exterior pressure wash cleaning and application of exterior coating system	\$86,601.00	\$104,103.05
For soluble salt removal	<u>\$64,800.00</u>	<u>\$77,896.07</u>
	Maintenance Sub-Total	\$572,796.95

Replacement Costs -

No additional replacement costs have been identified in this evaluation.

Replacement Sub-Total                    \$0.00

Estimated O,M&R Total shall be reimbursed to the City after the completion of construction:	<b>O,M&amp;R Total</b>	<b>\$572,796.95</b>
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**C. Financial Costs**

No additional financial costs have been identified in this evaluation.

**Financial Total                    \$0.00**

Enclosure (3)

## **Discussion/Action Topic 9**

Resolution No. R2016-21;  
Approving Submission of a Bureau of Reclamation Grant Application  
for the Gallup/NGWSP "Water Commons" Drought Contingency Plan

Richard Matzke, Electric Director



**CITY OF GALLUP**

**COUNCIL STAFF SUMMARY FORM**

**MEETING DATE:** April 26, 2016

**SUBJECT:** Endorsing a new Bureau of Reclamation (BOR) Grant application # R16-FOA-DO-005 submittal & if successful – Implementation of the City of Gallup **Gallup/NGWSP "Water Commons" Drought Contingency Plan**

**DEPT. OF ORIGIN:** Water & Wastewater Department  
**DATE SUBMITTED:** April 20, 2016  
**SUBMITTED BY:** Elizabeth Barriga

**Summary:** Subject to Council Authorization, the Water Conservation staff will submit the Bureau of Reclamation (BOR) Grant Application Opportunity # R16-FOA-DO-005 for the City of Gallup: **Gallup/NGWSP "Water Commons" Drought Contingency Plan**. If successful, planning process will create and develop a Drought Planning Process – Stakeholders & Plan Objectives & Principals; Historical Drought & Impact Assessment; Drought Vulnerability Assessment; Drought Mitigation & Response Strategies; Drought Stages, Trigger Points & Response Targets; Staged Drought Response Program; Implementation and Monitoring; Plan Review and Updates; Implementation. This **"Water Commons" Drought Contingency Plan** will help protect Gallup's limited ground water resources, especially in case of emergency situations. *This Resolution supersedes Resolution R2016-15.*

**Fiscal Impact:** The **Gallup/NGWSP Water Commons - Drought Contingency Plan** total program cost is estimated to be \$70,000 which includes a \$35,000 Federal Bureau of Reclamation grant funding, matched with \$5,000 in-kind Water Conservation Coordinator administrative staff hours, Water Department staff hours, and Department In-Kind expense of \$30,000 to hire NWNMCOG as the lead professional consultant. (see attached Budget Proposal). *This expense has been included in the FY 2017 budget request.*

Reviewed By: \_\_\_\_\_  
Finance Department

**Attachments:** Gallup/NGWSP Water Commons - Drought Contingency Plan

**Legal Review:**

Approved As To Form: \_\_\_\_\_  
City Attorney

**Recommendation:**

It is staff's recommendation that the Mayor and Council approve Resolution R2016 - 21 endorsing the **Gallup/NGWSP Water Commons - Drought Contingency Plan** new grant application partnership between the City of Gallup and the Bureau of Reclamation.

Approved For Submittal

\_\_\_\_\_  
Department Director  
\_\_\_\_\_  
City Manager

CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN

Resolution No.: \_\_\_\_\_ Continued To: \_\_\_\_\_  
Ordinance No.: \_\_\_\_\_ Referred To: \_\_\_\_\_  
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_  
Other: \_\_\_\_\_ File: \_\_\_\_\_

**RESOLUTION OF  
THE GALLUP CITY COUNCIL**

**RESOLUTION No. R2016 - 21**

**Approving submission of a Bureau of Reclamation (BOR) Grant # R16-FOA-DO-005  
Application for the City of Gallup  
*Gallup/NGWSP "Water Commons" Drought Contingency Plan***

WHEREAS, this Resolution is to approve the new submission of the *Gallup/NGWSP "Water Commons" Drought Contingency Plan # R16-FOA-DO-005* grant application between the Bureau of the Reclamation (BOR) and the City of Gallup. *This Resolution supersedes Resolution R2016-15*, and;

WHEREAS, the City of Gallup recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought. Drought also directly impacts NGWSP stakeholders and the Bureau of Reclamation's ability to deliver water and power to contractors, central to Reclamation's mission, and;

WHEREAS, if awarded, this planning process will create and develop a Drought Planning Task Force, a Detailed Work Plan and a Communication and Outreach Plan. Important components of this *Gallup/NGWSP "Water Commons" Drought Contingency Plan*, and;

WHEREAS, this *Gallup/NGWSP "Water Commons" Drought Contingency Plan* has widespread, collaborative, multiple communitywide stakeholder support, and;

WHEREAS, the *Gallup/NGWSP "Water Commons" Drought Contingency Plan* will include elements of the National Drought Mitigation Center (NDMC) 10-Step Drought Planning Process – Stakeholders & Plan Objectives & Principals; Historical Drought & Impact Assessment; Drought Vulnerability Assessment; Drought Mitigation & Response Strategies; Drought Stages, Trigger Points & Response Targets; Staged Drought Response Program; Implementation and Monitoring; Plan Review and Updates; Implementation, and;

WHEREAS, *Gallup/NGWSP "Water Commons" Drought Contingency Plan* total cost is estimated to be \$70,000 which includes a \$35,000 Federal Bureau of Reclamation grant funding, matched with \$5,000 Recipient In-Kind Water Conservation Coordinator grant administrative staff hours, and Water & Sanitation Department Recipient In-Kind expense of \$30,000. The NWNMCOG will be the lead professional consultant, and;

NOW THEREFORE, BE IT RESOLVED that the Governing Body of the City of Gallup does here-by approve the submission, and; if awarded, implementation of the *Gallup/NGWSP "Water Commons" Drought Contingency Plan* BOR funding application and partnership between the City of Gallup and the Bureau of Reclamation;

PASSED, ADOPTED AND APPROVED this \_\_\_ day of April 26, 2016, in a duly called meeting of the Gallup City Council at which a quorum was present, at Gallup, New Mexico, by a vote of \_\_\_ in favor, \_\_\_ opposed, and \_\_\_ abstaining.

BY: \_\_\_\_\_

Jackie McKinney, Mayor  
City of Gallup

ATTEST: \_\_\_\_\_

Alfred Abeita, City Clerk

**BUDGET PROPOSAL**  
**City of Gallup / Water Commons- Drought Contingency Plan**  
 (two years) September 2016 through September 2018

EXPENSE	breakdown	Federal Share	City of Gallup Cost Share	Partner
<b>Salaries &amp; Wages (City of Gallup)</b>				
Employee 1: Grant Administrator for program for 2 years	21.05 / hr	(= 118.76 hours / yr. = 7.4 days of work per year)	\$5,000.00	City of Gallup
Fringe Benefits				
Travel				
Materials & Supplies				
Other				
<b>Contractual (COG)</b>				
<b>Salaries &amp; Wages</b>				
COG Employee : Jeff Kiely	See COG Proposal	<b>\$3,060</b>		COG
COG Employee : Evan Williams	See COG Proposal	<b>\$19,440</b>		COG
CH2M Employee : Greg Gates	See CH2M Proposal	<b>\$12,500</b>	<b>\$6,642</b>	CH2M
CH2M Employee : Sean Menk	See CH2M Proposal		<b>\$19,519</b>	CH2M
CH2M Employee : Gretchen Sage	See CH2M Proposal		<b>\$703</b>	CH2M
CH2M Employee : Connie Hathaway	See CH2M Proposal		<b>\$474</b>	CH2M
CH2M Employee : Laura Locicero	See CH2M Proposal		<b>\$915</b>	
<b>Travel</b>				
CH2M :	See CH2M Proposal		<b>\$1,747.00</b>	CH2M
<b>Other</b>				
		\$35,000	\$35,000	
<b>Total Direct Costs:</b>		<b>\$35,000</b>	<b>\$35,000</b>	
<b>TOTAL PROJECT COSTS:</b>		<b>\$70,000</b>		

## **Discussion/Action Topic 10**

Mentmore Lift Station Rehabilitation Project

Richard Matzke, Electric Director



**CITY OF  
GALLUP**

**COUNCIL STAFF SUMMARY FORM**

MEETING DATE: April 26, 2016

SUBJECT: Mentmore Lift Station Rehabilitation Project  
DEPT. OF ORIGIN: Water/Wastewater/Solid Waste  
DATE SUBMITTED: April 21, 2016  
SUBMITTED BY: Richard Matzke

**Summary:** *The Mentmore lift station provides sewer service to the area west and north of I-40 exit 16. The current station is roughly 15 years old and is in poor repair. The station is designed with two pumps to back each other up in the event of failure. However, one pump has failed and the other is the same vintage. This proposed project will replace both pumps with an improved design. Also the pump control systems will be replaced with higher efficiency variable frequency drives. Replacement of existing piping will be required to accommodate new pumps. The building exterior will be upgraded and sidewalks will be replaced. This project is complicated by the need to continue operation while equipment is replaced which will require attention to task scheduling and performing work during off peak hours.*

*The proposed project is based on a design-build proposal from Murphy Builders, Inc. The proposal is under the Cooperative Education Services program which utilizes previously awarded statewide pricing. Total project cost is \$334,499.84. The anticipated time to complete the renovation is 90 days, commencing 8 to 12 weeks after award allowing for delivery of major components.*

**Fiscal Impact:**

Reviewed By: *Patty Haland*  
Finance Department

Total cost of the project is \$334,499.84. Staff recommends transferring this amount from this existing Odor Control Project (\$1,551,051.57) in the Environmental Surcharge Fund (202) to a new project for this specific purpose.

**Attachments: CES Proposal from Murphy Builders, Inc.**

**Legal Review:**

Approved As To Form: *[Signature]*  
City Attorney

**Recommendation:** Staff recommends acceptance of the proposal from Murphy Builders and utilizing existing funding in the Odor Control Project

Approved for Submittal By:

*[Signature]*  
Department Director

*[Signature]*  
City Manager

**CITY CLERK'S USE ONLY  
COUNCIL ACTION TAKEN**

Resolution No. \_\_\_\_\_ Continued To: \_\_\_\_\_  
Ordinance No. \_\_\_\_\_ Referred To: \_\_\_\_\_  
Approved: \_\_\_\_\_ Denied: \_\_\_\_\_  
Other: \_\_\_\_\_ File: \_\_\_\_\_



## Job Order Contract

### Price Proposal Summary - Category

**Date:** April 14, 2016  
**Contract Number:** 2016-001-MBC-R1  
**Job Order Number:** 031001.00  
**Job Order Title:** City of Gallup Mentmore Pump Station Repairs  
**Contractor:** Murphy Builders, Inc.  
**Proposal Value:** \$334,499.84  
**Proposal Name:** City of Gallup Mentmore Pump Station Repairs  
**Detailed Scope:** This scope of work was outlined with a joint scope walk through conducted on January 8, 2016 and a follow up meeting on February 9, 2016 at the City of Gallup Utility Conference Room.

#### Exterior Grounds

- new concrete walkway 5' wide around the building
- removal of existing gravel, regrade and place 4" of new gravel throughout site

#### Building Exterior

- clean up and paint eave of building
- new gutter on west die of single slope roof
- new skylight to replace broken one
- removal of existing roof and and placement of rubberized torch down roofing material

#### Building Interior

- two new Flygt sewage pumps, piping, valves, control lines and stands
- double check atomospheric backflow preventor to bring facitly up to cross connection standards
- new combination air release valve to replace exting one
- new electrical circuit for new Flygt pumps with new variable frequency drives
- new 4 gas detector as requested by the City and tied into controls
- controls for operation of new pumps

This job will be very labor intensive with the issues of removing the existing pumps while keeping the station operational. People will be in and out of the existing wet well which presents confined space issues. Coordination of the work will be carried out at night as well to change over operations and maintain function. The objective of this work is to bring the Mentmore lift station back to "AS NEW" operating conditions as possible.

- Typical 1 year Warranty Letter for Workmanship will be supplied
- Asbuilts will be turned in at the end of the Job
- Project will take 90 days from start. New Pumps have a lead time of 8-12 weeks so 90 days will not start until long lead items arrive.

<b>Category - Building Exterior:</b>	<b>\$6,712.35</b>
<b>Category - Electrical:</b>	<b>\$28,119.16</b>
<b>Category - Exterior Grounds:</b>	<b>\$23,507.58</b>
<b>Category - No Category Input:</b>	<b>\$50,301.47</b>
<b>Category - Pump System:</b>	<b>\$225,859.28</b>
<b>Proposal Total</b>	<b>\$334,499.84</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal: 33.51%**

# Job Order Contract

## Price Proposal Detail - Category

**Date:** April 14, 2016  
**Contract Number:** 2016-001-MBC-R1  
**Job Order Number:** 031001.00  
**Job Order Title:** City of Gallup Mentmore Pump Station Repairs  
**Contractor:** Murphy Builders, Inc.  
**Proposal Value:** \$334,499.84  
**Proposal Name:** City of Gallup Mentmore Pump Station Repairs  
**Adjustment Factor(s) Used:** 1.3600-NWH Requiring State Wage Rates (Outside Tribal Land) > \$60,000, 1.0000-No Adjustment, 1.4500-OTNWH Not Requiring State Wage Rates (Outside Tribal Land) < \$60,000

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>Category - Building Exterior</b>					
1	02 82 00 00 0135		SF	>125 To 1,000 SF, Shingles And Felt Roofing, Asbestos Abatement And DisposalSingle or first of multiple layers.	\$1,539.52
			Installation	Quantity 400.00 x Unit Price \$2.83 x Factor 1.3600 =	Total \$1,539.52
			<b>User Note:</b> removal of existing damaged roof		
2	03 31 13 00 0003		SF	4" 3,000 PSI Slab On Grade Concrete Slabs Assembly	\$1,803.36
			Installation	Quantity 340.00 x Unit Price \$3.90 x Factor 1.3600 =	Total \$1,803.36
			<b>User Note:</b> new 5' wide walkway around building		
3	07 13 13 00 0002		CSF	1 Ply, 15 LB Asphalt Saturated Organic Felt Sheet Waterproofing, Hot-Mopped	\$682.77
			Installation	Quantity 4.00 x Unit Price \$125.51 x Factor 1.3600 =	Total \$682.77
			<b>User Note:</b> underlayment below rubberized torch down roof		
4	07 51 13 00 0181		SQ	Stressply® IV Mineral Dual Fiberglass Reinforced SBS-Modified Membrane, Torch Applied, Minimum 195 Mil	\$2,017.32
			Installation	Quantity 4.00 x Unit Price \$370.83 x Factor 1.3600 =	Total \$2,017.32
			<b>User Note:</b> new torch down roof		
5	07 71 23 00 0004		LF	5", 0.027" Thick, K-Style Aluminum Gutter	\$101.46
			Installation	Quantity 20.00 x Unit Price \$3.73 x Factor 1.3600 =	Total \$101.46
			<b>User Note:</b> new gutter		
6	07 71 23 00 0021		EA	5", K-Style Aluminum Gutter End Cap	\$4.27
			Installation	Quantity 2.00 x Unit Price \$1.57 x Factor 1.3600 =	Total \$4.27
			<b>User Note:</b> new gutter		
7	08 63 00 00 0014		EA	51-1/4" x 51-1/4" Inside Frame Dimensions, Class 1 Hail Rated, Acrylic/Acrylic Double Glazed Prismatic Lens, Industrial Style Fixed Dome, Aluminum Framed Skylight	\$432.00
			Installation	Quantity 1.00 x Unit Price \$317.65 x Factor 1.3600 =	Total \$432.00
			<b>User Note:</b> new sky light to replace broken one		
8	09 91 13 00 0471		SF	Paint Exterior Wood Trim, 2 Coats Paint, Brush Work	\$131.65
			Installation	Quantity 80.00 x Unit Price \$1.21 x Factor 1.3600 =	Total \$131.65
			<b>User Note:</b> paint eve of building exterior		

**Subtotal for Category - Building Exterior: \$6,712.35**

### Category - Electrical

Price Proposal Detail - Category Continues..

Job Order Number: 031001.00  
 Job Order Title: City of Gallup Mentmore Pump Station Repairs

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>Category - Electrical</b>					
9	26000	0001	each	RKI Beacon	\$3,817.75
				<b>NPP Task</b>	
			Installation	Quantity 1.00 x Unit Price \$2,495.00 x Factor 1.4500 = Total \$3,617.75	
10	26 05 19 16 0015		MLF	#10 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit	\$186.40
			Installation	Quantity 0.30 x Unit Price \$426.51 x Factor 1.4500 = Total \$186.40	
			<b>User Note:</b> wiring required for new VFD and pumps		
11	26 05 19 16 0124		MLF	#6 AWG Cable - Type THHN-THWN, 600 Volt Single Stranded Copper, Underground Feeder And Branch Circuit	\$1,372.03
			Installation	Quantity 1.00 x Unit Price \$946.23 x Factor 1.4500 = Total \$1,372.03	
			<b>User Note:</b> wiring required for new VFD and pumps		
12	26 05 19 16 0220		MLF	#18/4 With Bare #18 Ground Type TFN FPLP Red Armored Cable	\$1,096.10
			Installation	Quantity 0.40 x Unit Price \$1,889.82 x Factor 1.4500 = Total \$1,096.10	
			<b>User Note:</b> wiring required for new VFD and pumps		
13	26 05 19 16 0235		MLF	#18/2 With #18 Tinned Ground FPLP Twisted Shielded Pair Red Armored Cable	\$807.52
			Installation	Quantity 0.30 x Unit Price \$1,856.37 x Factor 1.4500 = Total \$807.52	
14	26 05 33 13 0006		CLF	1/2" Electrical Metallic Tubing (EMT) With 4 #10 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$526.06
			Installation	Quantity 1.00 x Unit Price \$362.80 x Factor 1.4500 = Total \$526.06	
15	26 05 33 13 0012		CLF	3/4" Electrical Metallic Tubing (EMT) With 4 #10 THHN/THWN AssemblyIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$596.39
			Installation	Quantity 1.00 x Unit Price \$411.30 x Factor 1.4500 = Total \$596.39	
16	26 05 33 13 0032		CLF	3/4" Rigid Galvanized Steel (RGS) With 4 #10 THHN/THWN Wire AssemblyIncludes conduit, terminations, straps, wire as indicated. Not for use where detail is available.	\$708.11
			Installation	Quantity 1.00 x Unit Price \$488.35 x Factor 1.4500 = Total \$708.11	
17	26 05 33 13 0354		EA	1/2" Rigid Galvanized Steel (RGS) Water Tight Conduit Hubs	\$30.36
			Installation	Quantity 2.00 x Unit Price \$10.47 x Factor 1.4500 = Total \$30.36	
18	26 05 33 13 0355		EA	3/4" Rigid Galvanized Steel (RGS) Water Tight Conduit Hubs	\$33.87
			Installation	Quantity 2.00 x Unit Price \$11.68 x Factor 1.4500 = Total \$33.87	
19	26 05 33 13 0356		EA	1" Rigid Galvanized Steel (RGS) Water Tight Conduit Hubs	\$124.58
			Installation	Quantity 6.00 x Unit Price \$14.32 x Factor 1.4500 = Total \$124.58	
20	26 05 33 13 2231		LF	1/2" Liquid Tight Flex Conduit	\$59.02
			Installation	Quantity 22.00 x Unit Price \$1.85 x Factor 1.4500 = Total \$59.02	

Price Proposal Detail - Category Continues..

Job Order Number: 031001.00  
 Job Order Title: City of Gallup Mentmore Pump Station Repairs

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>Category - Electrical</b>					
21	26 05 33 13 2233		LF	1" Liquid Tight Flex Conduit	\$101.96
			Installation	Quantity 24.00 x Unit Price \$2.93 x Factor 1.4500 =	Total \$101.96
22	26 05 33 13 2242		EA	1/2" Straight Liquid Tight Connector	\$13.98
			Installation	Quantity 2.00 x Unit Price \$4.82 x Factor 1.4500 =	Total \$13.98
23	26 05 33 13 2244		EA	1" Straight Liquid Tight Connector	\$23.61
			Installation	Quantity 2.00 x Unit Price \$8.14 x Factor 1.4500 =	Total \$23.61
24	26 05 33 13 2253		EA	1/2" 90 Degree Angle Liquid Tight Connector	\$64.73
			Installation	Quantity 6.00 x Unit Price \$7.44 x Factor 1.4500 =	Total \$64.73
25	26 05 33 13 2255		EA	1" 90 Degree Angle Liquid Tight Connector	\$106.84
			Installation	Quantity 6.00 x Unit Price \$12.28 x Factor 1.4500 =	Total \$106.84
26	26 09 23 00 0522		EA	4 Wired Inputs, Ceiling Mount, QS Sensor Module (Lutron® QSM2-4W-C )	\$442.98
			Installation	Quantity 2.00 x Unit Price \$152.75 x Factor 1.4500 =	Total \$442.98
27	26 24 16 00 0624		EA	3 Pole Midget Finger-Safe Fuse Holder	\$1,365.90
			Installation	Quantity 12.00 x Unit Price \$78.50 x Factor 1.4500 =	Total \$1,365.90
			<b>User Note:</b> FUSE REDUCERS		
28	26 28 13 00 0027		EA	45 Amp, 250 Volt AC, 200 kAmp I.R., Ferrule Type, Class RK1, Time Delay Fuse	\$189.66
			Installation	Quantity 6.00 x Unit Price \$21.80 x Factor 1.4500 =	Total \$189.66
29	26 29 23 00 0027		EA	40 HP, 480 Volt Variable Frequency DriveWall mounted.	\$16,651.31
			Installation	Quantity 2.00 x Unit Price \$5,741.83 x Factor 1.4500 =	Total \$16,651.31
			<b>User Note:</b> VFDs for new pumps		
<b>Subtotal for Category - Electrical:</b>					<b>\$28,119.16</b>
<b>Category - Exterior Grounds</b>					
30	02 41 13 13 0026		SY	>3" To 6" By Machine, Break-up And Remove Non Reinforced Concrete Paving	\$442.52
			Installation	Quantity 34.00 x Unit Price \$9.57 x Factor 1.3600 =	Total \$442.52
			<b>User Note:</b> removal of existing concrete walkway around building		
31	31 05 16 00 0005		CY	#5 Stone Aggregate Fill (1/2" To 1" Clean)	\$14,866.95
			Installation	Quantity 198.00 x Unit Price \$55.21 x Factor 1.3600 =	Total \$14,866.95
			<b>User Note:</b> 4" of exterior site gravel		
32	31 05 16 00 0027		CY	Aggregate PlacementIncludes Spreading, Grading, Compaction Rolling	\$4,865.89
			Installation	Quantity 198.00 x Unit Price \$18.07 x Factor 1.3600 =	Total \$4,865.89
			<b>User Note:</b> spreading of gravel		

Price Proposal Detail - Category Continues..

Job Order Number: 031001.00  
 Job Order Title: City of Gallup Mentmore Pump Station Repairs

Rec#	CSI Number	Mod.	UOM	Description	Line Total										
<b>Category - Exterior Grounds</b>															
33	31 23 16 33 0003		CY	Bulk Excavation by Hydraulic Excavator, Front End Loader, Backhoe In Soil	\$775.53										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>198.00</td> <td>x</td> <td>Unit Price</td> <td>\$2.88</td> <td>x</td> <td>Factor</td> <td>1.3600 =</td> <td>Total</td> <td>\$775.53</td> </tr> </table>	Quantity	198.00	x	Unit Price	\$2.88	x	Factor	1.3600 =	Total	\$775.53	
Quantity	198.00	x	Unit Price	\$2.88	x	Factor	1.3600 =	Total	\$775.53						
			<b>User Note:</b> removal of existing gravel												
34	31 24 13 00 0004		CY	Cut, Shape, and Rough Grading for Roadways, Parking Areas, Landscaping and Embankments by Machine in Soil	\$826.69										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>198.00</td> <td>x</td> <td>Unit Price</td> <td>\$3.07</td> <td>x</td> <td>Factor</td> <td>1.3600 =</td> <td>Total</td> <td>\$826.69</td> </tr> </table>	Quantity	198.00	x	Unit Price	\$3.07	x	Factor	1.3600 =	Total	\$826.69	
Quantity	198.00	x	Unit Price	\$3.07	x	Factor	1.3600 =	Total	\$826.69						
			<b>User Note:</b> regrading of site to drain												
35	31 24 13 00 0018		SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine	\$1,028.65										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>1,719.00</td> <td>x</td> <td>Unit Price</td> <td>\$0.44</td> <td>x</td> <td>Factor</td> <td>1.3600 =</td> <td>Total</td> <td>\$1,028.65</td> </tr> </table>	Quantity	1,719.00	x	Unit Price	\$0.44	x	Factor	1.3600 =	Total	\$1,028.65	
Quantity	1,719.00	x	Unit Price	\$0.44	x	Factor	1.3600 =	Total	\$1,028.65						
36	31 24 13 00 0022		SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift	\$701.35										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>1,719.00</td> <td>x</td> <td>Unit Price</td> <td>\$0.30</td> <td>x</td> <td>Factor</td> <td>1.3600 =</td> <td>Total</td> <td>\$701.35</td> </tr> </table>	Quantity	1,719.00	x	Unit Price	\$0.30	x	Factor	1.3600 =	Total	\$701.35	
Quantity	1,719.00	x	Unit Price	\$0.30	x	Factor	1.3600 =	Total	\$701.35						
<b>Subtotal for Category - Exterior Grounds:</b>					<b>\$23,507.58</b>										
<b>Category - No Category Input</b>															
37	01 22 16 00 0004		EA	New Mexico Gross Receipts Tax -- Varies by County	\$24,189.24										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>24,189.24</td> <td>x</td> <td>Unit Price</td> <td>\$1.00</td> <td>x</td> <td>Factor</td> <td>1.0000 =</td> <td>Total</td> <td>\$24,189.24</td> </tr> </table>	Quantity	24,189.24	x	Unit Price	\$1.00	x	Factor	1.0000 =	Total	\$24,189.24	
Quantity	24,189.24	x	Unit Price	\$1.00	x	Factor	1.0000 =	Total	\$24,189.24						
38	01 22 16 00 0005		EA	Job Order Development Services	\$18,370.73										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>18,370.73</td> <td>x</td> <td>Unit Price</td> <td>\$1.00</td> <td>x</td> <td>Factor</td> <td>1.0000 =</td> <td>Total</td> <td>\$18,370.73</td> </tr> </table>	Quantity	18,370.73	x	Unit Price	\$1.00	x	Factor	1.0000 =	Total	\$18,370.73	
Quantity	18,370.73	x	Unit Price	\$1.00	x	Factor	1.0000 =	Total	\$18,370.73						
39	01 22 16 00 0006		EA	New Mexico Gross Receipts Tax -- Out of State Vendor	\$941.50										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>941.50</td> <td>x</td> <td>Unit Price</td> <td>\$1.00</td> <td>x</td> <td>Factor</td> <td>1.0000 =</td> <td>Total</td> <td>\$941.50</td> </tr> </table>	Quantity	941.50	x	Unit Price	\$1.00	x	Factor	1.0000 =	Total	\$941.50	
Quantity	941.50	x	Unit Price	\$1.00	x	Factor	1.0000 =	Total	\$941.50						
40	01 22 20 00 0046		HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigatory engineering requirements or other miscellaneous professional services.	\$6,800.00										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>40.00</td> <td>x</td> <td>Unit Price</td> <td>\$125.00</td> <td>x</td> <td>Factor</td> <td>1.3600 =</td> <td>Total</td> <td>\$6,800.00</td> </tr> </table>	Quantity	40.00	x	Unit Price	\$125.00	x	Factor	1.3600 =	Total	\$6,800.00	
Quantity	40.00	x	Unit Price	\$125.00	x	Factor	1.3600 =	Total	\$6,800.00						
			<b>User Note:</b> For asbuilts												
<b>Subtotal for Category - No Category Input:</b>					<b>\$50,301.47</b>										
<b>Category - Pump System</b>															
41	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,597.93										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>144.00</td> <td>x</td> <td>Unit Price</td> <td>\$26.81</td> <td>x</td> <td>Factor</td> <td>1.4500 =</td> <td>Total</td> <td>\$5,597.93</td> </tr> </table>	Quantity	144.00	x	Unit Price	\$26.81	x	Factor	1.4500 =	Total	\$5,597.93	
Quantity	144.00	x	Unit Price	\$26.81	x	Factor	1.4500 =	Total	\$5,597.93						
			<b>User Note:</b> Labor needed to block sewage flow into wetwell and divert flow also to remove old pumps												
42	01 22 20 00 0015	Mod	HR	For Foreman, Add	\$93.26										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>48.00</td> <td>x</td> <td>Unit Price</td> <td>\$1.34</td> <td>x</td> <td>Factor</td> <td>1.4500 =</td> <td>Total</td> <td>\$93.26</td> </tr> </table>	Quantity	48.00	x	Unit Price	\$1.34	x	Factor	1.4500 =	Total	\$93.26	
Quantity	48.00	x	Unit Price	\$1.34	x	Factor	1.4500 =	Total	\$93.26						
			<b>User Note:</b>												

Price Proposal Detail - Category Continues..

Job Order Number: 031001.00  
 Job Order Title: City of Gallup Mentmore Pump Station Repairs

Rec#	CSI Number	Mod.	UOM	Description	Line Total										
<b>Category - Pump System</b>															
43	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,646.16										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>100.00</td> <td>\$26.81</td> <td>1.3600 =</td> <td>\$3,646.16</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		100.00	\$26.81	1.3600 =	\$3,646.16	
Installation	Quantity	Unit Price	Factor	Total											
	100.00	\$26.81	1.3600 =	\$3,646.16											
				<b>User Note:</b> Laborer for Hauling material up and down from wet well pit											
44	01 22 20 00 0024		HR	PlumberFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$5,482.16										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>80.00</td> <td>\$47.26</td> <td>1.4500 =</td> <td>\$5,482.16</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		80.00	\$47.26	1.4500 =	\$5,482.16	
Installation	Quantity	Unit Price	Factor	Total											
	80.00	\$47.26	1.4500 =	\$5,482.16											
				<b>User Note:</b> plumber needed to install temporary fittings while replacing pumps and keeping station operational											
45	01 22 20 00 0024	Mod	HR	For Foreman, Add	\$136.88										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>40.00</td> <td>\$2.36</td> <td>1.4500 =</td> <td>\$136.88</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		40.00	\$2.36	1.4500 =	\$136.88	
Installation	Quantity	Unit Price	Factor	Total											
	40.00	\$2.36	1.4500 =	\$136.88											
				<b>User Note:</b>											
46	01 22 23 00 0827		WK	Ventilation Equipment For Confined SpaceIncludes electric or gas blower and ventilation duct up to 25'.	\$365.40										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>2.00</td> <td>\$126.00</td> <td>1.4500 =</td> <td>\$365.40</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		2.00	\$126.00	1.4500 =	\$365.40	
Installation	Quantity	Unit Price	Factor	Total											
	2.00	\$126.00	1.4500 =	\$365.40											
				<b>User Note:</b> confined space equipment for entry into exiting wetwell											
47	01 74 19 00 0013		EA	10 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$731.63										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>2.00</td> <td>\$268.98</td> <td>1.3600 =</td> <td>\$731.63</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		2.00	\$268.98	1.3600 =	\$731.63	
Installation	Quantity	Unit Price	Factor	Total											
	2.00	\$268.98	1.3600 =	\$731.63											
				<b>User Note:</b> for construction debris											
48	02 65 00 00 0074		EA	>8,000 To 10,000 Gallon Tank, Scrape Clean Tank Exterior	\$2,246.98										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>2.00</td> <td>\$774.82</td> <td>1.4500 =</td> <td>\$2,246.98</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		2.00	\$774.82	1.4500 =	\$2,246.98	
Installation	Quantity	Unit Price	Factor	Total											
	2.00	\$774.82	1.4500 =	\$2,246.98											
				<b>User Note:</b> cleaning of wet well prior to entry to redirect flow											
49	02 85 00 00 0121		CSF	Wipe Down Walls With Mild Bleach Solution	\$3,352.40										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>200.00</td> <td>\$11.56</td> <td>1.4500 =</td> <td>\$3,352.40</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		200.00	\$11.56	1.4500 =	\$3,352.40	
Installation	Quantity	Unit Price	Factor	Total											
	200.00	\$11.56	1.4500 =	\$3,352.40											
				<b>User Note:</b> disinfect wet well prior to entry											
50	03 11 13 00 0016		LF	>18" To 24" Square Column Wood Formwork	\$254.27										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>4.00</td> <td>\$46.74</td> <td>1.3600 =</td> <td>\$254.27</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		4.00	\$46.74	1.3600 =	\$254.27	
Installation	Quantity	Unit Price	Factor	Total											
	4.00	\$46.74	1.3600 =	\$254.27											
				<b>User Note:</b> concrete for new pump supports											
51	03 21 11 00 0042		LF	#4, Grade 40, Columns, Steel Reinforcement Bar	\$52.22										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>60.00</td> <td>\$0.64</td> <td>1.3600 =</td> <td>\$52.22</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		60.00	\$0.64	1.3600 =	\$52.22	
Installation	Quantity	Unit Price	Factor	Total											
	60.00	\$0.64	1.3600 =	\$52.22											
				<b>User Note:</b> concrete for new pump supports											
52	03 31 13 00 0064		CY	24" Square Or Round, By Crane And Bucket, Place 3,000 PSI Concrete Columns	\$151.26										
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>0.70</td> <td>\$158.89</td> <td>1.3600 =</td> <td>\$151.26</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		0.70	\$158.89	1.3600 =	\$151.26	
Installation	Quantity	Unit Price	Factor	Total											
	0.70	\$158.89	1.3600 =	\$151.26											
				<b>User Note:</b> concrete for new pump supports											

Price Proposal Detail - Category Continues..

Job Order Number: 031001.00  
 Job Order Title: City of Gallup Mentmore Pump Station Repairs

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>Category - Pump System</b>					
53	22 11 16 00 0291		LF	3/4" Hard Drawn Type L Copper Tube/Pipe	\$1,189.58
				Quantity Unit Price Factor Total	
				Installation 140.00 x \$4.62 x 1.4500 = \$937.86	
				Demolition 140.00 x \$1.24 x 1.4500 = \$251.72	
			<b>User Note:</b> new potable water piping to tie into backflow		
54	22 11 16 00 0291	Mod	LF	For Work In Restricted Working Space, Add	\$48.72
				Quantity Unit Price Factor Total	
				Installation 60.00 x \$0.56 x 1.4500 = \$48.72	
			<b>User Note:</b>		
55	22 11 19 00 0190		EA	6" Thick Wall, Cast Bronze, Non Freeze, Nikaloy Face, Integral Vacuum Breaker Wall Hydrant	\$862.52
				Quantity Unit Price Factor Total	
				Installation 2.00 x \$282.57 x 1.4500 = \$819.45	
				Demolition 2.00 x \$14.85 x 1.4500 = \$43.07	
56	22 11 19 00 0350		EA	3/4" Threaded Reduced Pressure Zone Assembly With Quarter Turn Shut-offs And Strainer (Watts 009 QT-S series)	\$633.66
				Quantity Unit Price Factor Total	
				Installation 1.00 x \$418.80 x 1.4500 = \$607.26	
				Demolition 1.00 x \$18.21 x 1.4500 = \$26.40	
			<b>User Note:</b> reduced pressure backflow preventer		
57	22 11 19 00 0350	Mod	EA	For Work In Restricted Working Space, Add	\$19.81
				Quantity Unit Price Factor Total	
				Installation 1.00 x \$13.66 x 1.4500 = \$19.81	
			<b>User Note:</b>		
58	22 11 19 00 0464		EA	Up To 1" Diameter Air Gap For Backflow Preventer	\$90.25
				Quantity Unit Price Factor Total	
				Installation 1.00 x \$56.25 x 1.4500 = \$81.56	
				Demolition 1.00 x \$5.99 x 1.4500 = \$8.69	
59	22 13 29 39 0002		EA	4" Trailer Mounted Trash Pump; Godwin Pumps CD100M	\$43,314.78
				Quantity Unit Price Factor Total	
				Installation 1.00 x \$29,872.26 x 1.4500 = \$43,314.78	
			<b>User Note:</b> for bypass pumping while station is under construction		
60	22 13 29 39 0080		EA	6" Flange Nuts, Bolts, and Gasket Kit	\$497.81
				Quantity Unit Price Factor Total	
				Installation 12.00 x \$28.61 x 1.4500 = \$497.81	
			<b>User Note:</b> pump accessories		
61	22 13 29 39 0107		EA	8" Flange Nuts, Bolts, and Gasket Kit	\$331.88
				Quantity Unit Price Factor Total	
				Installation 8.00 x \$28.61 x 1.4500 = \$331.88	
			<b>User Note:</b> pump accessories		
62	23 05 19 00 0042		EA	4-1/2" Diameter Liquid Filled Dial, Polypropylene Case, 0 To 300 PSI, Stainless Steel Internals And Stem, Pressure Gauge	\$686.92
				Quantity Unit Price Factor Total	
				Installation 2.00 x \$230.88 x 1.4500 = \$669.55	
				Demolition 2.00 x \$5.99 x 1.4500 = \$17.37	

Price Proposal Detail - Category Continues..

Job Order Number: 031001.00  
 Job Order Title: City of Gallup Mentmore Pump Station Repairs

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
<b>Category - Pump System</b>							
63	23 05 23 00 0394		EA	2" Diameter Eccentric Plug Valve, ANSI 125/150 Flanged Connection, Cast Iron Body, Lever Actuator, DeZurik PEC Gas Valve	\$950.59		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$263.92 x	1.4500 =	\$765.37
			Demolition	2.00 x	\$63.87 x	1.4500 =	\$185.22
64	23 05 23 00 0398		EA	6" Diameter Eccentric Plug Valve, ANSI 125/150 Flanged Connection, Cast Iron Body, With 6" Diameter Hand Wheel Operator, DeZurik PEC Gas Valve	\$4,006.32		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$1,224.00 x	1.4500 =	\$3,549.60
			Demolition	2.00 x	\$157.49 x	1.4500 =	\$456.72
			<b>User Note:</b> new plug valve				
65	23 05 23 00 0399		EA	8" Diameter Eccentric Plug Valve, ANSI 125/150 Flanged Connection, Cast Iron Body, With 6" Diameter Hand Wheel Operator, DeZurik PEC Gas Valve	\$5,065.05		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$1,565.45 x	1.4500 =	\$4,539.81
			Demolition	2.00 x	\$181.12 x	1.4500 =	\$525.25
			<b>User Note:</b> new plug valve				
66	23 05 23 00 0705		EA	6" Lift Check Valve, Iron Body, Flanged, 125 LB	\$4,437.73		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$1,372.76 x	1.4500 =	\$3,981.00
			Demolition	2.00 x	\$157.49 x	1.4500 =	\$456.72
			<b>User Note:</b> check valve after pump discharge				
67	23 09 23 00 1122		EA	24" x 24" Low Leakage Volume Control Damper (Johnson Controls VOPSN-024X024)	\$651.03		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$239.35 x	1.3600 =	\$651.03
			<b>User Note:</b> new luevers				
68	23 21 16 00 0154		EA	4" x 4" Flanged, 175 LB, Cast Iron Body, Suction Diffuser	\$3,022.06		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$989.69 x	1.4500 =	\$2,870.10
			Demolition	2.00 x	\$52.40 x	1.4500 =	\$151.96
69	23 21 16 00 0154	Mod	EA	For Work In Restricted Working Space, Add	\$74.50		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$25.69 x	1.4500 =	\$74.50
			<b>User Note:</b>				
70	23 82 39 13 0006		EA	5 KW, 250 CFM, 35" Electric Cabinet Unit Heater/Wall or floor mounted.	\$2,905.99		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$2,136.76 x	1.3600 =	\$2,905.99
			<b>User Note:</b> new heater to replace burnt out unit heater				
71	31 62 16 16 0027		EA	14" H-Section Standard Point Heavy Duty, Rolled Steel	\$1,487.58		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$512.96 x	1.4500 =	\$1,487.58
72	33000 0001		each	Flygt NZ3171 34HP 3/480/60 8" suction 4" discharge pump	\$92,800.00		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	\$32,000.00 x	1.4500 =	\$92,800.00
			<b>User Note:</b> new Flygt sewage pumps				

Price Proposal Detail - Category Continues..

Job Order Number: 031001.00  
 Job Order Title: City of Gallup Mentmore Pump Station Repairs

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
<b>Category - Pump System</b>						
73	33000	0004	each	Flygt 6" Flanged Ball Check Valve	\$3,190.00	
		<b>NPP Task</b>				
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$1,100.00 x	1.4500 =	\$3,190.00
74	33000	0005	each	PROCO RE Series 8x4x8 EJREFA231 Epanson Joint w/Retaining Rings and Limit Rod Set	\$6,664.20	
		<b>NPP Task</b>				
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$2,298.00 x	1.4500 =	\$6,664.20
75	33000	0007	each	Val-Matic 801A 2x1 Waste Water Combination Air Valve	\$1,630.82	
		<b>NPP Task</b>				
		Installation	Quantity	Unit Price	Factor	Total
			1.00 x	\$1,124.70 x	1.4500 =	\$1,630.82
76	33000	0009	each	Fiomatic 745 2" swing check valve	\$1,116.50	
		<b>NPP Task</b>				
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$385.00 x	1.4500 =	\$1,116.50
77	33000	0010	each	Rubber Test Ball No Bypass	\$536.50	
		<b>NPP Task</b>				
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$185.00 x	1.4500 =	\$536.50
		<b>User Note:</b>	test ball for plugging flow temporary			
78	33000	0011	each	Rubber Test Ball 12" No Bypass	\$2,523.00	
		<b>NPP Task</b>				
		Installation	Quantity	Unit Price	Factor	Total
			4.00 x	\$435.00 x	1.4500 =	\$2,523.00
		<b>User Note:</b>	test ball for plugging flow temporary			
79	33 01 30 42 0016		EA	5' To 6' Diameter, Clean Out Blocked Manhole By Hand	\$1,416.14	
		Installation	Quantity	Unit Price	Factor	Total
			3.00 x	\$325.55 x	1.4500 =	\$1,416.14
80	33 01 30 81 0002		EA	Set-up By-Pass Pumping Unit	\$1,048.19	
		Installation	Quantity	Unit Price	Factor	Total
			1.00 x	\$722.89 x	1.4500 =	\$1,048.19
81	33 01 30 81 0005		DAY	Maintain And Operate By-Pass Pumping Unit	\$786.13	
		Installation	Quantity	Unit Price	Factor	Total
			3.00 x	\$180.72 x	1.4500 =	\$786.13
82	33 01 30 81 0011		LF	8" Bypass Pipe With FittingsIncludes removal after use.	\$124.99	
		Installation	Quantity	Unit Price	Factor	Total
			10.00 x	\$8.62 x	1.4500 =	\$124.99
		<b>User Note:</b>	temporary bypass line			
83	33 11 13 13 0005		LF	6" Mechanical Joint Ductile Iron Pipe	\$888.71	
		Installation	Quantity	Unit Price	Factor	Total
			20.00 x	\$27.97 x	1.4500 =	\$811.13
		Demolition	Quantity	Unit Price	Factor	Total
			10.00 x	\$5.35 x	1.4500 =	\$77.58
84	33 11 13 13 0006		LF	8" Mechanical Joint Ductile Iron Pipe	\$1,077.93	
		Installation	Quantity	Unit Price	Factor	Total
			20.00 x	\$34.25 x	1.4500 =	\$993.25
		Demolition	Quantity	Unit Price	Factor	Total
			10.00 x	\$5.84 x	1.4500 =	\$84.68
85	33 11 13 13 0391		EA	6" Pipe And Fitting Restraint, Mechanical Joint Ductile Iron (Megalug 1100)	\$1,490.02	
		Installation	Quantity	Unit Price	Factor	Total
			8.00 x	\$108.06 x	1.4500 =	\$1,253.50
		Demolition	Quantity	Unit Price	Factor	Total
			4.00 x	\$40.78 x	1.4500 =	\$236.52

**Price Proposal Detail - Category Continues..**

**Job Order Number:** 031001.00  
**Job Order Title:** City of Gallup Mentmore Pump Station Repairs

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>Category - Pump System</b>					
86	33 11 13 13 0392		EA	8" Pipe And Fitting Restraint, Mechanical Joint Ductile Iron (Megalug 1100)	\$1,938.82
				Quantity	Unit Price
				Factor	Total
			Installation	8.00 x	\$143.35 x
				1.4500 =	\$1,662.86
			Demolition	4.00 x	\$47.58 x
				1.4500 =	\$275.96
87	33 36 13 00 0044		GAL	Pump Out Septic Tank And Dispose	\$16,240.00
				Quantity	Unit Price
				Factor	Total
			Installation	35,000.00 x	\$0.32 x
				1.4500 =	\$16,240.00
<b>Subtotal for Category - Pump System:</b>					<b>\$225,859.28</b>
<b>Proposal Total</b>					<b>\$334,499.84</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

**The Percent of NPP on this Proposal: 33.51%**

## **Presentation and Information Item 1**

6<sup>th</sup> Annual Community Clean-up

Adrian Marrufo, Solid Waste Superintendent

# **6TH ANNUAL COMMUNITY CLEANUP**

## **LETS HELP MAKE A DIFFERENCE**

### **PLEASE JOIN IN!**

**RESIDENTIAL CUSTOMERS WITHIN THE CITY LIMITS** can place all unwanted junk, bulk items, appliances & furniture curbside away from all obstructions (trees, cars, mailboxes, fences, utility meters/covers) by 8 a.m. on the **SATURDAY** designated below for your neighborhood. Please separate metal & tires from other debris. **PLEASE DO NOT PUT OUT HERBIES** as they **WILL NOT** be emptied. Residents hauling their own refuse to the Gallup Transfer Station will be subject to fees.

**April 30, 2016 - AREA 1 - NORTHSIDE - Allison Area to Miyamura Overpass**

**June 4, 2016 - AREA 2 - WESTSIDE - Munoz Overpass to County Road 1**

-includes Arnold Cir., Viro Cir., Chaparral MHP, Stagecoach, Chiquita MHP, Mendoza Rd., Western Skies MHP, Skywest, Augies MHP, All American MHP, Trails West MHP, Mentmore Neighborhood  
\*Chaparral MHP & Western Skies MHP will have a designated area for drop-off. Please check with MHP Office for details.\*

**June 25, 2016 - AREA 3 - SOUTHWEST - Areas west of 2<sup>nd</sup> St. to Munoz Overpass, South of Hwy. 66 to Nizhoni Blvd., South of NM 564 & West of NM 602**

-includes Chihuahuaita, Elva Dr., Gallup Housing, Cedar Hills, Cipriano St., UNM College

**July 9, 2016 - AREA 4 – SOUTH / DOWNTOWN - All Areas East of 2<sup>nd</sup> St. to Verdi Dr. / South of Hwy. 66 to the boundaries of Philipina Ave. & Country Club Drive - Place**

-includes Roosevelt School, Red Rock School, Ford Canyon, Robin Ln, Sunset Dr., Boggio & Ridgecrest

**July 30, 2016 - AREA 5 - SOUTHSIDE - Areas South of Philipina Ave. & Country Club Drive to NM 564 and Mossman Neighborhood**

-includes South of Red Rock School, Golf Course, Hospitals, Crestwood Court

**August 13, 2016 - AREA 6 – EASTSIDE - All Areas East of Boardman Ave. to VandenBosch Pkwy. / Rehoboth**

-includes Hillcrest MHP, Desert Rose MHP, Friendly Village MHP, Adobe MHP, Red Bluff MHP, Chamisal MHP & Housing, Red Hills MHP, Patton Dr., Southfork, Indian Hills Neighborhood, & Rehoboth Housing Area

\*Hillcrest MHP & Red Hills MHP will have a designated area for drop-off. Please check with MHP Office for details.\*

**Household Hazardous Waste** will need to be separated from items and placed in a box, crate, etc. to prevent spills, leaks or reactions, and shall be properly labeled. (Includes drain cleaners, oven cleaners, automotive oils, grease, carburetor/fuel injection cleaners, refrigerants, paint, paint thinner/strippers & insecticides)

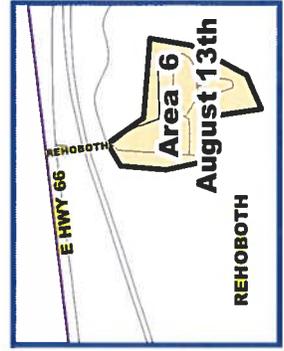
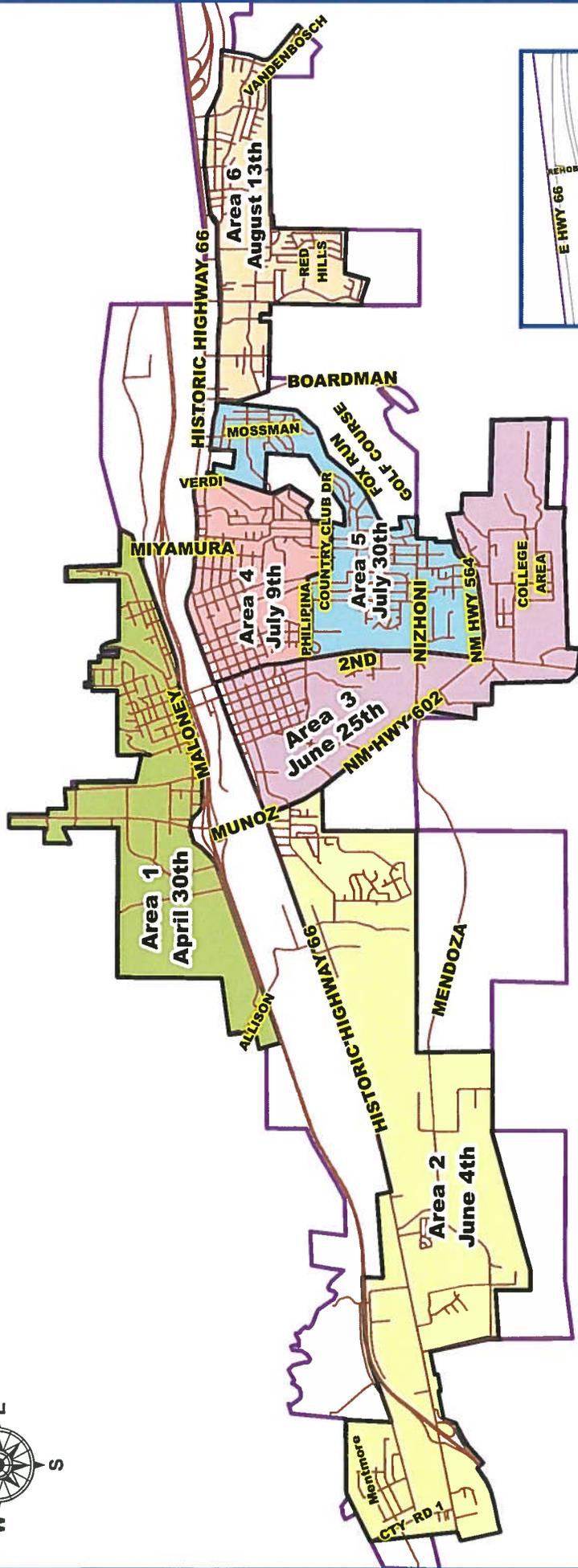
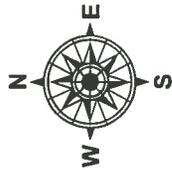


**SOLID WASTE DEPARTMENT AT (505) 863-1212**

# CITY OF GALLUP

## 6TH ANNUAL COMMUNITY CLEAN-UP

### 2016



## **Presentation and Information Item 2**

Water and Energy Awareness Update

Elizabeth Barriga, Conservation Coordinator

(No backup documentation)