

AGENDA

GALLUP CITY COUNCIL REGULAR MEETING TUESDAY, JUNE 14, 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

Special and Regular Meetings of May 24, 2016

D. Discussion/Action Topics

1. Resolution No. R2016-25; Condemnation of Certain Real Property Located at 508 South Second Street – C.B. Strain, Planning Director
2. Resolution No. R2016-28; A Resolution Requesting the United States Congress to Place a Hard Dollar Cap on the City of Gallup's Obligation Under the City's Repayment Contract with the Bureau of Reclamation – George Kozeliski, City Attorney
3. Proposed Issuance of a Private Security Guard Business License to S.P.S., LLC d/b/a Strategic Protective Service, LLC – Franklin Boyd, Acting Chief of Police
4. Contract Extension with Na'Nizhoozhi Center, Inc. (NCI) for Administration and Operation of Detox Center and Shelter Facility – Maryann Ustick, City Manager

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Discussion/Action Topics, continued

5. Contract Award for Economic Development Services for the City of Gallup – Maryann Ustick, City Manager
6. Approval of Professional Services Agreement with the Gallup-McKinley County Chamber of Commerce for Visitors Guide, Visitors Center and Promotion and Marketing – Catherine Sebold, Tourism and Marketing Manager
7. Approval of Collective Bargaining Agreement Between the City of Gallup and the Gallup Police Officer's Association, Fraternal Order of Police, McKinley County Lodge #7 – Klo Abeita, Human Resources Director
8.
 - a. Approval of Lease Agreement with Elk Country Ranch, LLC for Animal Shelter; and
 - b. Public Notice Given Pursuant to Section 10-16-7 of the Governmental Conduct Act that a Public Officer or Employee, Namely Cosy Balok, has a Substantial Interest in an Entity, Namely Elk Country Ranch, LLC, with Whom the City of Gallup is Going to Contract with for the Lease of Property

– George Kozeliski, City Attorney
9. Approval of Audit Contract with Hinkle + Landers, PC – Patty Holland, Chief Financial Officer
10. Approval of the Financial Policies of the City of Gallup – Patty Holland, Chief Financial Officer
11. Budget Adjustment for City's Portion of the Prisoner Care Costs at the Adult Detention Center – Patty Holland, Chief Financial Officer
12. Resolution No. R2016-29; Fiscal Year 2017 Budget Adoption – Maryann Ustick, City Manager and Patty Holland, Chief Financial Officer
13. Construction Management Proposal for Allison Road Bridge Construction Project – Stan Henderson, Public Works Director
14. Appointments to the Gallup-McKinley County Animal Control Authority Board – Mayor Jackie McKinney

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Discussion/Action Topics, continued

15. Appointment to the Behavioral Health Investment Zone (BHIZ) Oversight Board – Mayor Jackie McKinney

E. Comments by Public on Non-Agenda Items

F. Comments by Mayor and City Councilors

G. Comments by City Manager and City Attorney

H. 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.

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

Minutes

Special and Regular Meetings of May 24, 2016

Minutes of the Special Meeting of the Gallup City Council, City of Gallup, New Mexico, held in the Council Chambers at Gallup City Hall, 110 West Aztec Avenue, at 4:30 p.m. on Tuesday, May 24, 2016.

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

Mayor: Jackie McKinney

Councilors: Linda Garcia
Allan Landavazo
Yogash Kumar
Fran Palochak

Also present: Maryann Ustick, City Manager
George Kozeliski, City Attorney

Councilor Kumar made the motion to adjourn into closed session for the purpose of discussing pending litigation with retained attorneys regarding the City of Gallup's G-22 Application with the State Engineer's Office. Seconded by Councilor Landavazo. Roll call: Councilors Kumar, Landavazo, Palochak, Garcia, and Mayor McKinney all voted yes.

The Mayor and Councilors adjourned into closed session pursuant to Section 10-15-1-H(7) NMSA 1978 Comp. (as revised).

Jackie McKinney, Mayor

ATTEST:

Alfred Abeita II, City Clerk

Minutes of the Regular Meeting of the Gallup City Council, City of Gallup, New Mexico, held in the Council Chambers at Gallup City Hall, 110 West Aztec Avenue, at 6:00 p.m. on Tuesday, May 24, 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 George Kozeliski, City Attorney

Mr. Kozeliski certified for the record that the matters discussed during the closed session held at 5:00 p.m. prior to the current meeting was limited to pending litigation with retained attorneys regarding the City of Gallup's G-22 Application with the State Engineer's Office.

Presented to the Mayor and Councilors were the Minutes of the Special Meeting of May 4, 2016 and the Special and Regular Meetings of May 10, 2016.

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

The Mayor and Councilors recognized the t-shirt contest finalists of the Water and Energy Awareness Day event which was held on May 11, 2016. All of the following finalists are students at Miyamura High School: 5th Place, Michael Chee; 4th Place, Desiree Morse-Foley; 3rd Place, Sarah Ann Gilmore; 2nd Place, Richard Pinedo; and 1st Place, Lydara Bahe. Miss Bahe was in attendance to accept her award.

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

1. Request for the Closure of Streets and Downtown Parking Lot for the 68th Annual Gallup Lions Club Rodeo Parade and Barbeque to be Held on Saturday, June 11, 2016 – John Sakasitz, Gallup Lions Club

David Lewis, Gallup Lions Club, presented the request as well as an overview of the event.

Mayor McKinney thanked the Gallup Lions Club for their work in posting American flags at Red Rock Park for the Run for the Wall event last week.

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Councilor Landavazo made the motion to approve the closure of streets and downtown parking lot for the 68th Annual Gallup Lions Club Rodeo and Barbeque to be held on Saturday, June 11, 2016. Seconded by Councilor Garcia. Roll call: Councilors Landavazo, Garcia, Kumar, Palochak, and Mayor McKinney all voted yes.

2. Proposed Capital Projects for General Obligation Bond Election – Stan Henderson, Public Works Director

Based on the Mayor and Councilors' input from the last work session, Mr. Henderson presented a list of projects to be funded by the proceeds of the proposed general obligation bond issue. A copy of the project list is attached hereto, marked as Exhibit A, and made a part of these official Minutes. The issuance of general obligation bonds is subject to voter approval.

Based on the individual briefings with each Councilor, Ms. Ustick recommended the allocation of \$50,000 from the \$1,451,500 in bond proceeds for the Hasler Valley Road project to the mill and overlay of streets in District 1. Due to the recommended change, the amount of other City funds needed for Hasler Valley Road project would be increased from \$550,000 to \$600,000. The total amount of bond funds recommended for the mill and overlay of streets in District 1 would be increased from \$492,000 to \$542,000.

Discussion followed concerning the possible use of other funds for the projects.

Mayor McKinney introduced Paul Cassidy of RBC Capital Markets and Daniel Alsup of the Modrall Sperling law firm.

Councilor Palochak made the motion to approve the proposed capital projects for the General Obligation Bond Election. Seconded by Councilor Garcia. Roll call: Councilor Palochak, Garcia, Kumar, Landavazo, and Mayor McKinney all voted yes.

3. Disposition of Surplus Vehicles by Means of the City's Online Auction – Patty Holland, Chief Financial Officer

Ms. Holland presented information concerning two surplus vehicles that have a resale value of over \$2,500: a 1997 Freightliner pumper/ambulance and a 2006 Case backhoe/loader. Ms. Holland said both vehicles are fully depreciated and recommended disposing them through the City's online auction.

Councilor Garcia made the motion to approve the disposition of the two surplus vehicles by means of the City's online auction. Seconded by Councilor Kumar. Roll call: Councilors Garcia, Kumar, Landavazo, Palochak, and Mayor McKinney all voted yes.

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4. Resolution No. R2016-23; Calling a Special Election to be Held on August 9, 2016 for the Purpose of Voting on the Issuance of General Obligation Bonds in an Aggregate Principal Amount of \$5,365,000 – Patty Holland, Chief Financial Officer

Ms. Holland presented the resolution calling for the special election. If the voters approve the issuance of the general obligation bonds, the proceeds from the sale of the bonds will finance the projects approved under Discussion/Action Topic #2.

Mr. Cassidy provided an overview of the proposed financing program which will not result in a property tax increase.

Mr. Alsup provided a summary of the proposed election resolution which contains the question to be submitted to the voters at the election as well as information concerning absentee/early voting, polling locations, etc.

Discussion followed concerning the inclusion of the proposed advisory questions that may be added to the ballot, the possible increase in interest rates which may occur within the next two months, the permitted use of any remaining bond proceeds and the use of pre-election material to disseminate information about the proposed bond issue.

Following discussion, Councilor Palochak made the motion to approve Resolution No. R2016-23. Seconded by Councilor Kumar. Roll call: Councilors Palochak, Kumar, Garcia, Landavazo, and Mayor McKinney all voted yes.

5. Resolution No. R2016-26; Proposing an Advisory Referendum Question Limiting the Sale of Package Liquor Before the Hour of 11:00 A.M. – George Kozeliski, City Attorney

Mr. Kozeliski presented the proposed resolution which would include an advisory referendum question to be placed on the ballot at the August 9, 2016 Special Municipal Election. Although the City does not have the authority to change the hours of package liquor sales within its local option district, the proposed question on the ballot would allow voters to provide their input regarding the matter.

Mayor McKinney said if there is overwhelming support of the question, a strong message from the community would be taken to the State Legislature in requesting a change to the Liquor Control Act to limit the hours of package liquor sales.

Discussion followed concerning the time that should be stated in the question.

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Following discussion, Councilor Landavazo made the motion to approve Resolution No. R2016-26. Seconded by Councilor Garcia. Roll call: Councilors Landavazo, Garcia, Kumar, Palochak, and Mayor McKinney all voted yes.

6. Resolution No. R2016-27; Proposing an Advisory Referendum Question on Single-Stream Curbside Recycling – George Kozeliski, City Attorney

Mr. Kozeliski presented the proposed resolution which would include a second advisory referendum question to be placed on the ballot at the August 9, 2016 Special Municipal Election. The proposed ballot question would allow voters to provide their input regarding the implementation of single-stream curbside recycling.

Councilor Landavazo expressed his concerns with how the advisory referendum question was written. He believes the question is prejudiced since it contains uncertain costs that will cause voters to vote against the question. Councilor Landavazo recommended re-wording the question so that it is more neutral. Based on a survey that was conducted months ago, he believes residents have already spoken in favor of curbside recycling.

Discussion followed concerning the costs for curbside recycling, the use of existing resources to reduce the start-up costs for curbside recycling and suggestions for re-wording the advisory referendum question.

Councilor Palochak said recycling proponents in her district are concerned about the uncertain increase to their utility bills. She expressed her concerns with placing an advisory question on the ballot which may be misleading to voters. She would rather have the proponents gather the required amount of signatures on a referendum petition and to place the question on the ballot at the next regular municipal election where there will be a better turnout.

Joann Benenati recommended that the City solicit a Request for Proposals (RFP) for curbside recycling in order to obtain solid figures for the costs of the program. She said the City would not be obligated to implement the program; however, the results of the proposals submitted would help in the decision-making process. Ms. Benenati also said there are ways to implement the program at no cost.

Mayor McKinney questioned the solicitation of a RFP for curbside recycling since the program would be operated by the City. Since there has been a proposal for proponents to circulate a referendum petition to place the question on the ballot at the next regular municipal election, Mayor McKinney would be in favor of such action due to the number of signatures required to place the measure on the ballot.

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Councilor Landavazo made the motion to approve Resolution No. R2016-27 and to amend the advisory referendum question contained therein to read as follows: “Are you in favor of the City of Gallup instituting single-stream curbside recycling with an added cost to your utility bill?” Seconded by Councilor Kumar. Roll call: Councilors Landavazo, Kumar, and Garcia voted yes. Councilor Palochak and Mayor McKinney voted no. Motion carried.

7. Fiscal Year (FY) 2017 Lodgers Tax Event Funding – Catherine Sebold, Tourism and Marketing Manager

Ms. Sebold presented the recommendations of the Lodgers Tax Committee for the promotional funding of events for FY 2017. A spreadsheet containing the recommendations of the Lodgers Tax Committee are attached hereto, marked as Exhibit B, and made a part of these official Minutes. The total amount of the proposed funding is \$291,411.

Discussion followed concerning the Good Samaritan Society event which was held last weekend, the amount of funds that are actually reimbursed to the organizations for event promotions, the use of the Smith’s Travel Research report to analyze the impact on hotel stays during recent events, the Lodgers Tax Committee’s recommendations which correspond with the organizations’ requests for funding, and the Business Improvement District’s (BID’s) financial commitment for the Freedom Ride, Flight and Cruise event.

Following discussion, Councilor Palochak made the motion to approve the Fiscal Year 2017 Lodgers Tax Event Funding. Seconded by Councilor Garcia. Roll call: Councilors Palochak, Garcia, Landavazo, and Mayor McKinney all voted yes. Councilor Kumar abstained. Motion carried.

8. Ordinance No. C2016-6; An Ordinance Concerning Furnishing Water Service Outside the City Limits – Clyde (C.B.) Strain, Planning Director

Mr. Strain said the City’s current ordinance allows water service outside the city limits only for certain specific uses and conditions. Ordinance No. C2016-6 would grant the City Council authority to allow water service outside the city limits for all uses, including specific listed uses, solely at the discretion of and with conditions and limitations set by the City Council.

Councilor Kumar made the motion to adopt Ordinance No. C2016-6. Seconded by Councilor Landavazo. Roll call: Councilors Kumar, Landavazo, Palochak, Garcia, and Mayor McKinney all voted yes.

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9. Ordinance No. C2016-7; An Ordinance Concerning Sewer Connections Outside the City Limits – Clyde (C.B.) Strain, Planning Director

Mr. Strain said the City's current Ordinance allows sewer connections outside the city limits only for certain uses and conditions. Ordinance No. C2016-7 would grant the City Council the authority to allow sewer connections outside the city limits for all uses, including specific listed uses, solely at the discretion of and with conditions and limitations set by the City Council.

Discussion followed concerning the conditions that the Council may impose to account for the sewage and addressing septic issues when water is provided outside the City limits.

Following discussion, Councilor Kumar made the motion to adopt Ordinance No. C2016-7. Seconded by Councilor Palochak. Roll call: Councilors Kumar, Palochak, Landavazo, Garcia, and Mayor McKinney all voted yes.

10. Adoption of Joint Powers Agreement with McKinley County on Liquor Excise Tax – George Kozeliski, City Attorney

Mr. Kozeliski said the current agreement with the County will expire on June 30, 2016. The proposed agreement will be for a four-year period and has already been approved by the McKinley County Board of Commissioners. The agreement provides the operational guidelines for the County and the City to collect the liquor excise tax.

Councilor Palochak made the motion to approve the Liquor Excise Tax Joint Powers Agreement with McKinley County. Seconded by Councilor Kumar. Roll call: Councilors Palochak, Kumar, Garcia, Landavazo, and Mayor McKinney all voted yes.

11. Resolution No. R2016-24; Joint Resolution Directing the Allocation and Distribution of the Fiscal Year 2017 Projected Liquor Excise Tax Revenue – George Kozeliski, City Attorney

Mr. Kozeliski presented the joint resolution with McKinley County on how the two governmental entities will use this coming fiscal year's projected liquor excise tax. The projected liquor excise tax revenue for FY 2017 is \$1,200,000. Based on the determination made by the Allocation Task Force, \$500,000 of the projected revenue is allocated to the City for the operation of the Gallup Detox Center; \$300,000 of the projected revenue is allocated to the City for Protective Custody; \$300,000 of the projected revenue is allocated to the County (\$200,000 for the JSACC program and \$100,000 for the County DWI program); and \$100,000 of the projected revenue is

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allocated to the Jail Authority Board for the in-house alcohol and drug treatment program at the Adult Detention Center.

Councilor Garcia made the motion to approve Resolution No. R2016-24. Seconded by Councilor Palochak. Roll call: Councilors Garcia, Palochak, Landavazo, Kumar, and Mayor McKinney all voted yes.

12. Contract Award and Budget Adjustment for Plumbing Repairs at the Gallup Detox Center – Jon DeYoung, Assistant to the City Manager

Mr. DeYoung provided a description of the work to be done to address the health and welfare issue that has been identified by the State. He recommended a budget adjustment for the use of liquor excise tax funds in the amount of \$55,222.88 for the improvements. Based on the bid results, he recommended award of the contract to Williams Plumbing.

Councilor Palochak made the motion to approve the contract award and budget adjustment as presented for the plumbing repairs at the Gallup Detox Center. Seconded by Councilor Landavazo. Roll call: Councilors Palochak, Landavazo, Kumar, Garcia, and Mayor McKinney all voted yes.

13. Contract Award and Budget Adjustment for Shower Tiling Repairs at the Gallup Detox Center – Jon DeYoung, Assistant to the City Manager

Mr. DeYoung provided a description of the work to be done once the plumbing repairs have been completed. He recommended a budget adjustment for the use of liquor excise tax funds in the amount of \$78,745.43 for the improvements. The procurement for the work will be done under state contract with Business Environments.

Discussion followed concerning the possible use of Behavior Health Investment Zone funds to reimburse the City for the liquor excise tax funds that will be used for both projects under Discussion/Action Topics 12 and 13.

Councilor Palochak made the motion to approve the contract award and budget adjustment as presented for the shower tiling repairs at the Gallup Detox Center. Seconded by Councilor Landavazo. Roll call: Councilors Palochak, Landavazo, Kumar, Garcia, and Mayor McKinney all voted yes.

14. Contract Award for Boardman and Ridgecrest Water Line Projects – Richard Matzke, Electric Director

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Mr. Matzke provided an overview of the work to be done and the bid results for both projects. The low bidder was NM Underground Utilities with \$259,829.75 for the Boardman Drive project and \$53,050 for the Ridgecrest Avenue project for a combined total of \$338,887.88, including New Mexico Gross Receipts Tax (NMGRT). He recommended award of both projects to NM Underground Utilities in the amounts previously specified.

Councilor Landavazo made the motion to approve the contract award for the Boardman and Ridgecrest Water Line Projects as presented. Seconded by Councilor Palochak. Roll call: Councilors Landavazo, Palochak, Garcia, Kumar, and Mayor McKinney all voted yes.

15. Budget Adjustment for Professional and Legal Services for G-22 Water Rights Acquisition – Richard Matzke, Electric Director

Mr. Matzke said the City's costs toward acquisition of G-22 Water Rights include \$2.5 million in legal and professional services and \$3.9 million for drilling two test wells. The Mayor and Councilors authorized \$250,000 to continue this effort at the February 9, 2016 Regular Meeting. Currently, the City has invoices for legal and professional services totaling \$167,384.38 and a balance of \$71,260.46 remaining from the funding authorized in February 2016. Based on information provided by the City's consultants, the projected costs to continue the City's efforts through December 2016 are estimated to be as follows: \$1,125,000 for legal services, \$50,000 for professional consulting and \$96,124 for current invoices less remaining funding, for a total of \$1,271,124. To cover the projected costs as previously outlined, Mr. Matzke recommended a budget adjustment in the amount of \$1,271,124 to be funded by the Environmental Surcharge Revenue Fund.

Councilor Kumar made the motion to approve the budget adjustment for professional and legal services for the G-22 Water Rights Acquisition as presented. Seconded by Councilor Garcia. Roll call: Councilors Kumar, Garcia, Landavazo, Palochak, and Mayor McKinney all voted yes.

16. Budget Adjustment Within Water Fund 506 for Fiscal Year 2016 – Richard Matzke, Electric Director

Mr. Matzke said approval by the Council is required when funds are transferred from a capital account to operation expenses. He recommended a transfer of \$211,838 from the vehicles line item (capital account) to cover shortfalls in the following operating expense accounts: \$71,834 non-employee insurance, \$55,000 professional services, and \$85,000 other contractual. There are no vehicles scheduled for replacement in the

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Water Department this fiscal year; therefore, \$211,838 from the vehicle account is available to cover the shortfalls in the operating expense line items. Mr. Matzke explained the reasons for the shortfalls and recommended approval of the proposed budget adjustment.

Discussion followed concerning the vehicles line item for the Water Department and the unbudgeted amount in the professional services line item which was used to cover expenses for the asset management project. The expense for the asset management project created a shortfall in funding the support for the Greater Gallup Economic Development Corporation (GGEDC).

Following discussion, Councilor Garcia made the motion to approve the budget adjustment within Water Fund 506 for Fiscal Year 2016. Seconded by Councilor Palochak. Roll call: Councilors Garcia, Palochak, Landavazo, Kumar, and Mayor McKinney all voted yes.

17. Ordinance No. C2016-8; An Ordinance Concerning an Interim Increase to the Rates for Wastewater Service – Richard Matzke, Electric Director

Mr. Matzke said the City's current ordinance on wastewater rates was approved by the City Council in 2004. Beginning in FY 2016 the Wastewater Fund was separated from the Water Fund and as a result, it became clear that additional funding is required to sustain the wastewater operation during the budget preparation process for FY 2017. The proposed budget for FY 2017 for the Wastewater Fund, which does not reflect a rate change, shows a reduction in the fund balance of approximately \$95,000 despite a proposed transfer of \$1 million from the Water Fund. The proposed 15% rate increase is expected to generate about \$325,000 in new revenues in FY 2017. The revenues from the proposed interim rate increase under Ordinance No. C2016-8 will protect some of the fund balance while a long term financial plan is prepared. The proposed ordinance also includes an annual Consumer Price Index (CPI) adjustment provision and increases tied to water rate increases. The ordinance also raises the maximum water consumption to be used in calculating the residential volume charge from 2,000 cubic feet to 2,674 cubic feet (20,000 gallons). Mr. Matzke's provided an overview of the FY 2017 Wastewater Budget, proposed wastewater rate changes, rate change impact, and typical residential and commercial monthly sewer bill comparisons based on a brief market survey. A copy of the illustrations used in Mr. Matzke's presentation are attached hereto, marked as Exhibit C, and made a part of these official Minutes.

Discussion followed concerning how the proposed interim rate increase of 15% was determined and the household incomes of other communities in the market survey versus the household incomes in Gallup.

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Following discussion, Councilor Landavazo made the motion to adopt Ordinance No. C2016-8. Seconded by Councilor Kumar. Roll call: Councilors Landavazo, Kumar, Garcia, Palochak, and Mayor McKinney all voted yes.

The following Presentation and Information Items were presented to the Mayor and Councilors:

1. Discussion and Consideration of a Proclamation Declaring Extreme or Severe Drought Conditions within the City of Gallup and Banning Certain Fireworks Beginning June 14, 2016 for 30 Days – Jesus “Chuy” Morales, Fire Marshal

Fire Marshal Morales provided information concerning the restriction of fireworks should there be a declaration of extreme or drought conditions in Gallup. Currently, conditions are favorable; however, if conditions change, the Mayor and Councilors may consider a proclamation to ban certain fireworks beginning June 14, 2016 for 30 days.

Discussion followed concerning the steps that would be taken in the event it became necessary to consider a fireworks ban due to extreme or severe drought conditions, the issuance of permits to residents to discharge fireworks, and reliable monitoring of the weather conditions in the Gallup area.

2. Discussion/Public Comment on the 2016 Edward Byrne Memorial Justice Assistance Grant Application – Jon DeYoung, Assistant to the City Manager

Mr. DeYoung provided information about the grant application and offered an opportunity for the Mayor, Councilors and the public to provide comments concerning the application. The grant amount of \$42,000 will be split by the City and County 50/50 and will be used by each of the governmental entities' law enforcement agencies. There was no comment presented by the Mayor, Councilors or members of the public regarding the grant application.

Comments by Public on Non-Agenda Items

None.

Comments by Mayor and City Councilors

Councilor Palochak thanked everyone who was involved in the Run for the Wall event last week, which was very successful. She wished everyone a pleasant Memorial Day.

Councilor Landavazo agreed with Councilor Palochak regarding her comments on the

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Run for the Wall event. Councilor Landavazo commended Mayor McKinney for his work and involvement with the event.

Councilor Kumar also said the Run for the Wall event was very successful as he had service personnel and participants from the event staying at his hotel where they hosted a cookout. He also wished everyone a pleasant Memorial Day.

Councilor Garcia said she attended the Roosevelt Elementary School Patriotic Day. She said it was great to see how the Veterans were honored during the program. She thanked Councilor Palochak, an Armed Forces Veteran, for her service to our country and community. Councilor Garcia will hold her Neighborhood Association Meeting tomorrow night at 6:30 p.m. at the Northside Senior Center.

Mayor McKinney provided an overview of the successful Run for the Wall event as well as the positive comments he received. He said the Run for the Wall is a dangerous mission and advised that a Gallup resident, who participated in the motorcycle run, was in an accident yesterday outside of Junction City, Colorado. Mayor McKinney also announced that a close friend of his, who he rode with for many years as a road guard and a Kansas coordinator, was killed on his motorcycle earlier this morning.

Comments by City Manager

Ms. Ustick expressed her condolences to Mayor McKinney. Ms. Ustick announced that the Elizabeth Barriga, Conservation Coordinator, was successful in applying for a grant for the purchase of six sets of three bin recycling stations. Ms. Ustick commended Ms. Barriga for her efforts. Positive comments were received by Adrian Marrufo, Solid Waste Superintendent, for the customer service provided by City staff and the recycling centers. Regarding Councilor Landavazo's inquiry about the BID's investment for the Freedom Ride, Flight and Cruise event, Ms. Ustick was able to verify that the BID overspent its budget of \$9,000 for last year's event with \$18,694 in expenses. Ms. Ustick does not have the BID's proposed budget for this year's event.

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

Jackie McKinney, Mayor

ATTEST:

Alfred Abeita II, City Clerk

Discussion/Action Topic 1

Resolution No. R2016-25;
Condemnation of Certain Real Property Located
at 508 South Second Street

C.B. Strain, Planning Director



COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Resolution R2016-25, Condemnation of certain real property located at 508 S. Second St.
DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: June 3, 2016
SUBMITTED BY: Clyde "C.B." Strain, Planning Director

Summary: Certain real property containing a principal dwelling structure and two accessory structures located at 508 South Second Street, further described as the North 77' of Lots 33 thru 36, Block 28, A&P Railway Company Addition, has fallen under such disrepair due to a lack of regular maintenance and fire damage that it has rendered the two accessory structures a hazard and a threat to the public's health, safety and welfare.

To date no action has been taken by Tony C. Guillen, owner of record of said property as shown by the records of the McKinley County Clerk, to repair or remove said accessory structures from said property.

The Building and Zoning Inspector and Code Compliance Officer for the City of Gallup have determined that said accessory structures are so ruined, damaged, and dilapidated, and said premises so covered with ruin, rubbish, wreckage or debris as to be a menace to public comfort, health, peace or safety.

NMSA 1978, Chapter 3, Article 18, Section 3-18-5 gives the governing body of a municipality the authority to declare any building or structure which is ruined, damaged and dilapidated, or any premise which is covered with ruins, rubbish, wreckage or debris a menace to the public comfort, health, peace and safety and require the removal from the municipality of the building, structure, ruins, rubbish wreckage and debris.

Fiscal Impact: If said property owner fails to remove said accessory structures, rubbish, wreckage and debris within the timeframe mandated in Resolution # R2016-25 the City will proceed with soliciting bids for demolition of said accessory structures and removal of any and all rubbish, wreckage and debris. City staff will then present the lowest bid to City Council for approval.

If the lowest bid is approved by City Council the City will then enter into a contract with the lowest bidder and proceed with demolition and cleanup and will place a lien on said property for the cost of demolition and cleanup.

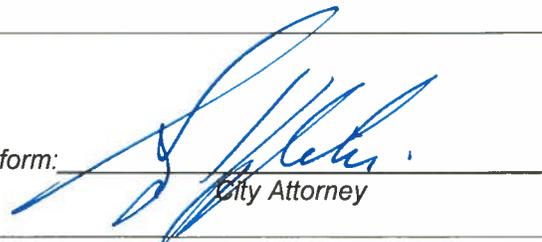
Reviewed By:


Finance Department

Attachments: Resolution No. R2016-25, Building and Zoning Inspector Report, Code Enforcement Officer Report, Code Enforcement Case File

Legal Review:

Approved as to form:

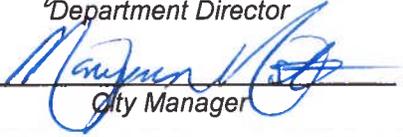

City Attorney

Recommendation: Staff's recommendation is for condemnation of said real property and order of the removal of said accessory structures, ruins, rubbish, wreckage, and debris as mandated in Resolution. R2014-25 under the authority granted to the municipality by NMSA 1978, Chapter 3, Article 18, Section 3-18-5.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No.: _____
Ordinance No.: _____
Approved: _____
Other: _____

Continued To: _____
Referred To: _____
Denied: _____
File No.: _____

RESOLUTION NO. R2016-25

A RESOLUTION DECLARING THE PROPERTY AND ACCESSORY STRUCTURES LOCATED AT 508 SOUTH SECOND STREET A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, AND SAFETY AND THEREBY ORDERING THE REMOVAL OF SAID ACCESSORY STRUCTURES AND ANY RUINS, RUBBISH, WRECKAGE OR DEBRIS FROM SAID PROPERTY.

WHEREAS, the two accessory structures located on the following described real property located at 508 South Second Street Gallup, NM, further described as The North 77' of Lots 33 thru 36, Block 28, A&P Railway Company Addition, are so ruined, damaged and dilapidated from a lack of regular maintenance and fire damage that the structures are now unsafe and a threat to the public's health, safety and welfare; and

WHEREAS, no action has been taken by Tony C. Guillen, owner of record of said property as shown by the records of the McKinley County Clerk, to repair or remove the two accessory structures or to remove any ruins, rubbish, wreckage or debris from said property; and

WHEREAS, the Building and Zoning Inspector and Code Compliance Officer for the City of Gallup, New Mexico have determined that said accessory structures are so ruined, damaged, and dilapidated, and said premises so covered with ruin, rubbish, wreckage or debris as to be a menace to public comfort, health, peace or safety; and

WHEREAS, New Mexico Statutes Annotated (NMSA) 1978, Chapter 3 "Municipalities", Article 18 "Powers of Municipalities", Section 3-18-5 "Dangerous Buildings or Debris; Removal; Notice; Right of Municipality to Remove; Lien", gives the governing body of a municipality the authority to declare any building or structure which is ruined, damaged and dilapidated, or any premise which is covered with ruins, rubbish, wreckage or debris a menace to the public comfort, health, peace and safety and require the removal from the municipality of the building, structure, ruins, rubbish wreckage and debris; and

WHEREAS, a public hearing was held by the Governing Body of the City of Gallup after notice as required by law.

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

SECTION ONE: The determination of the Building and Zoning Inspector and Code Compliance Officer of the City of Gallup, New Mexico is that said accessory structures are so ruined, damaged, and dilapidated, and the premises so covered with ruin, rubbish, wreckage or debris as to be a menace to public comfort, health, peace or safety.

SECTION TWO: The Governing Body of the City of Gallup, New Mexico hereby declares the following described real property and accessory structures located at 508 South Second Street Gallup, NM, further described as The North 77' of Lots

33 thru 36, Block 28, A&P Railway Company Addition, a menace to the public comfort, health, peace and safety.

SECTION THREE: The Governing Body of the City of Gallup hereby orders the removal from the City of Gallup the two accessory structures, ruins, rubbish, wreckage and debris from the following described real property located at 508 South Second Street Gallup, NM, further described as The North 77' of Lots 33 thru 36, Block 28, A&P Railway Company Addition, within ten (10) days of service of this Resolution or of the posting and publishing of a copy of this Resolution under the authority granted to the municipality by NMSA 1978, Chapter 3, Article 18, Section 3-18-5.

SECTION FOUR: The Governing Body of the City of Gallup hereby orders the owner, occupant or agent of record whose names appear on the title to the property located at 508 South Second Street Gallup, NM, further described as The North 77' of Lots 33 thru 36, Block 28, A&P Railway Company Addition, to commence removing the two accessory structures, ruins, rubbish, wreckage and debris within ten (10) days after service of a copy of this Resolution or of the posting and publishing of a copy of this Resolution, or file a written objection to the findings stated herein with the City Clerk asking for a hearing before the Governing Body of the City of Gallup, New Mexico.

SECTION FIVE: If the owner, occupant or agent in charge of the buildings, structures or premise fails to commence removing the two accessory structures, ruins, rubbish, wreckage or debris:

1. Within ten (10) days of being served a copy of this Resolution or of the posting and publishing of this Resolution; or
2. Within five (5) days of the determination by the Governing Body that this Resolution shall be enforced; or
3. After the District Court enters a judgment sustaining the determination of the Governing Body, the municipality may remove the two accessory structures, ruin, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in Sections 3-36-1 through 3-36-6 NMSA 1978.

PASSED, ADOPTED AND APPROVED THIS 14th DAY OF JUNE, 2016

ATTEST:

CITY OF GALLUP, MCKINLEY COUNTY

Alfred Abeita, City Clerk

BY: _____
Jackie D. McKinney, Mayor



Jackie McKinney, Mayor
Linda Garcia, District 1 Councilor
Allan Landavazo, District 2 Councilor
Yogash Kumar, District 3 Councilor
Fran Palochak, District 4 Councilor
Maryann Ustick, City Manager
George W. Kozeliski, City Attorney



May 18, 2016

Tony C. Guillen
801 E. Logan Avenue
Gallup, N.M. 87301

Ref: Condemnation of property located at 508 South Second St.

Mr. Guillen,

I am writing to inform you that your property located at 508 South Second Street Gallup, NM, further described as The North 77' of Lots 33 thru 36, Block 28, A&P Railway Company Addition, is scheduled to go before the Gallup City Council for condemnation action on June 14, 2016. Due to the condition of the two accessory structures located at the rear of the property created by a lack of maintenance and fire damage to the structures, the property is considered to be a blight on the community and has been deemed a menace to public comfort, health, peace and safety.

New Mexico Statute (NMSA 1978), Chapter 3, Article 18, Section 3-18-5 gives the governing body of a municipality the authority to declare any building or structure which is ruined, damaged and dilapidated, or any premise which is covered with ruins, rubbish, wreckage or debris a menace to the public comfort, health, peace and safety and require the removal from the municipality of the building, structure, ruins, rubbish wreckage and debris.

As the property owner it is your right to attend the public condemnation hearing before City Council on the proposed action to be taken against your property. If the Gallup City Council condemns your property located at 508 S. Second St. it is also your right as the property owner to request a hearing before City Council to protest the condemnation action taken. If you as the property owner desire a hearing before the Gallup City Council to protest any action taken the request for a hearing must be filed with the City Clerk within ten (10) days after the initial condemnation action taken by City Council.

The City Council meeting is scheduled for June 14, 2016 at 6:00 p.m. in the City Hall Council Chambers located at 110 W. Aztec Ave. If you have any questions please feel free to contact me at 863-1244 between the hours of 8:00 a.m. and 5:00 p.m. Mon – Fri.

Sincerely,



Clyde (C.B.) Strain
Planning Director
Planning Department
City of Gallup

Copy to: Maryann Ustick, City Manager
 George Kozeliski, City Attorney
 Linda Garcia, City Councilor District 1
 Condemnation File



Jackie McKinney, Mayor
Linda Garcia, District 1 Councilor
Allan Landavazo, District 2 Councilor
Yogash Kumar, District 3 Councilor
Fran Palochak, District 4 Councilor
Maryann Ustick, City Manager
George W. Kozeliski, City Attorney



June 3, 2016

CONDEMNATION REPORT

TO: Mayor and Council

FROM: Clyde (C.B.) Strain, Planning Director 

REF: Condemnation of property located at 508 S. Second St.

The City of Gallup has received several complaints concerning the property located at 508 South Second Street. Specifically the two accessory structures located at the rear of the property. These structures are not secure thereby allowing access into the structures. The complaints have ranged from transient activity described as public drinking, public intoxication and squatting. As a result of the transient activity one of the two accessory structures was set on fire and is now a burned out shell.

Upon inspection it was determined by me, a certified Building Inspector, Certification No. 55085573-B5, that the two accessory structures are structurally unsound due to a total lack of regular maintenance and also recent fire damage. Because of these findings I have hereby declared said accessory structures a menace to the public comfort, health, peace and safety.

It is my recommendation pursuant to NMSA 1978, Chapter 3, Article 18, Section 1-18-5 for condemnation of said accessory structures and order removal from the municipality the two accessory structures and any ruins, rubbish, wreckage and debris from said property.



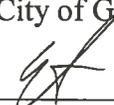
Jackie McKinney, Mayor
Linda Garcia, District 1 Councilor
Allan Landavazo, District 2 Councilor
Yogash Kumar, District 3 Councilor
Fran Palochak, District 4 Councilor
Maryann Ustick, City Manager
George W. Kozeliski, City Attorney



MEMORANDUM

May 31, 2016

TO: City of Gallup Councilmen

FR: 
Charles Soto – Code Enforcement Officer

CC: C.B. Strain – Community Planner
Case File 20160128

RE: 508 S 2nd St Recommendation

This memo is to inform you of several City code violations that exist on the property located at 508 S 2nd St; Block 28, A & P Railway Co Addition.

Specifically, the violations consist of Accessory structure in the rear yard has burned, is unsecure and unstable; vagrants on the property creating an unsanitary condition by urinating and defecating on the property. Under IPMC 110.1 Demolition, These are in violation of the City of Gallup International Property Maintenance Codes Section(s): 108.1.5 DANGEROUS STRUCTURE OR PREMISES; 110.1 DEMOLITION; 301.3 VACANT STRUCTURE OR LAND; 302.1 SANITATION; 302.4 WEEDS; 302.7 ACCESSORY STRUCTURES; 304.13 WINDOW SKYLIGHT AND DOOR FRAMES; 308.1 ACCUMULATION OF RUBBAGE / GARBAGE; 308.2.1 DISPOSAL OF RUBBISH; The City of Gallup Municipal Codes Section(s): 4-1-4-1 Public Nuisance.

It is my recommendation to condemn this structure due to the unsafe conditions and I feel it poses a serious threat to the community. I greatly appreciate your consideration in this matter. If you have any questions or need any assistance relating to this issue, please contact me at (505) 863-1242, Monday through Friday, 8 a.m. to 5 p.m.

INSERT PHOTO #1



INSERT PHOTO #2



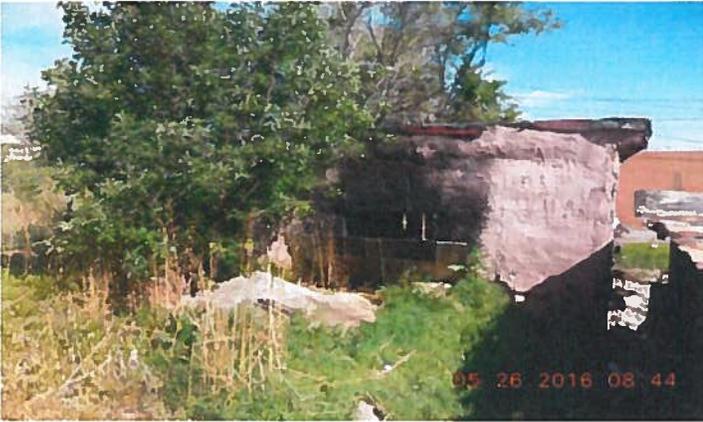
INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5



INSERT PHOTO #6



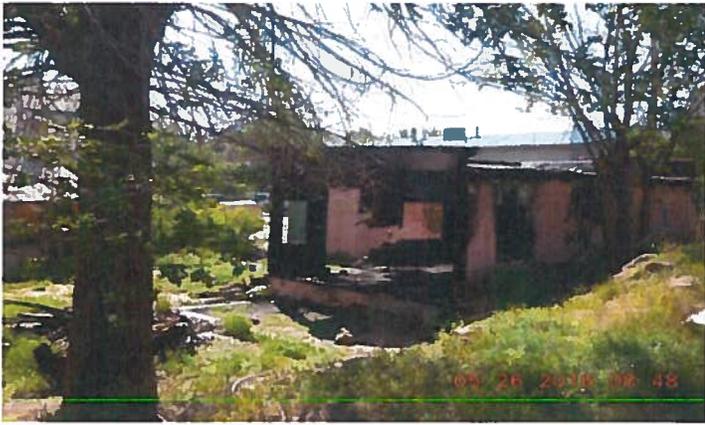
INSERT PHOTO #7



INSERT PHOTO #8



INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3

INSERT PHOTO #4

INSERT PHOTO #5

INSERT PHOTO #6

INSERT PHOTO #7

INSERT PHOTO #8

Property Record Card

McKinley

**GUILLEN, TONY C.,
TRUSTEE**

801 E. LOGAN AVE.
GALLUP, NM 87301-0000

Account: R017019

Tax Area: 110 - INSIDE RES - 110

Acres: 0.000

Parcel: 2-105-088-503-039

Situs Address:
000508 S SECOND ST
GALLUP, 87301

Value Summary

Value By:	Market	Override
Land (1)	\$17,710	N/A
Single Family Residence (1)	\$4,030	N/A
Extra Feature (1)	\$610	N/A
Total	\$22,350	\$22,350

Legal Description

N 77' OF LOTS 33 THRU 36, BLOCK 28, A & P RAILWAY CO.
ADDN BK 10 PGS 5544-47 9/20/97 DOC 367177 05/07/14 DOC 375824
04/21/16 CODE 2-105-088-503-039



Public Remarks

Entry Date	Model	Remark
	Single Family Residence Occurrence 1	

Land Occurrence 1

Abstract Code	0210 - RESIDENTIAL LOT IMPROVED	Land Use Code	21009 - NBHDLOT 900			
SubArea	ACTUAL	EFFECTIVE	HEATED	FOOTPRINT		
Land U	7700					
Total	7,700.00					
	Value	Rate	Rate	Rate	Rate	
	\$17,710	2.30				

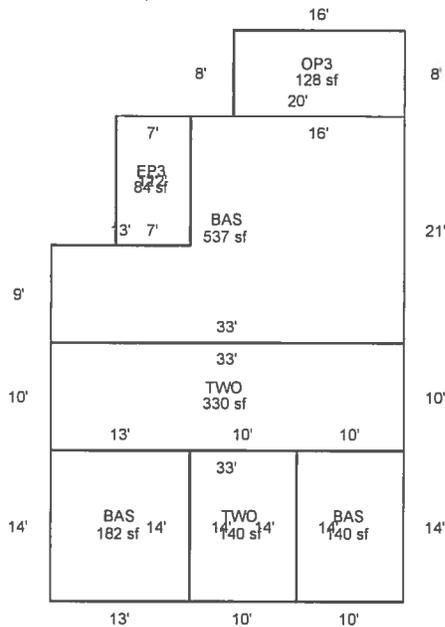
Property Record Card

McKinley

Single Family Residence Occurrence 1

Abstract Code	0320 - SINGLE FAMILY	Actual Year Built	1920
Air Conditioning	1 - NONE	Architectural Style	5 - CONVENTION
Baths	3	Bedrooms	4
Building Type	320 - SINGLE FAM	Construction Quality	3 - AVERAGE
Dep01	1954 - YEAR - 1954	Effective Year Built	1954
Exterior Wall	21 - STONE	Exterior Percent	100.0
Floor	14 - CARPET 6 - VINYL TILE	Floor Percent	75.0 25.0
Frame	3 - MASONRY	Functional Obsolescence	10
Heating Fuel	3 - GAS	Heating Type	3 - FORCED AIR
Interior Wall	3 - PLASTER	Interior Percent	100.0
Neighborhood	501 - DOWNTOWN AREA	Roof Cover	3 - COMP SHNGL
Roof Structure	62 - HIP	Rooms	9
Shape 2	1	Stories	1 - STORIES001
Units	1	Use Code	320 - SINGLE FAMILY RES.
Wall Finish	N/A		

SubArea	ACTUAL	EFFECTIVE	HEATED	FOOTPRINT
BAS	859	859	859	859
EP3	84	39		
OP3	128	28		
TWO	470	799	799	470
Total	1,541.00	1,725.00	1,658.00	1,329.00
	Value	Rate	Rate	Rate
	\$4,030	2.62	2.34	2.43
			2.43	3.03



Sketch by Apex IV Windows™

Extra Feature Occurrence 1

Abstract Code	0320 - SINGLE FAMILY	Building Number	1
Dep 01	1954 - YEAR - 1954	Effective Year Built	1954
Unit Price	2395	XFOB Code	210 - FIREPL STD

Property Record Card

McKinley

Extra Feature Occurrence 1

SubArea	ACTUAL	EFFECTIVE	HEATED	FOOTPRINT
Units	1			
Total	1.00			
	Value	Rate	Rate	Rate
	\$610	610.00		

Abstract Summary

Code	Classification	Actual Value	Value	Taxable Value	Actual Value Override	Taxable Override
0210	RESIDENTIAL LOT IMPROVED		\$17,710	\$5,903	NA	NA
0320	SINGLE FAMILY		\$4,640	\$1,547	NA	NA
Total			\$22,350	\$7,450	NA	NA



CITY OF GALLUP

CE20160128

CODE ENFORCEMENT NOTICE

REPORT INFORMATION

TODAY'S DATE: **Mar 15, 2016 4:33 PM**

NOTICE TYPE: **FIRST NOTICE**

CEO: **CHARLES SOTO**

ADDRESS: **508 S 2nd ST (GALLUP)**

REPORTED BY: **CITIZEN** NAMES: _____

CONTACT NAME(S): _____ PHONE #: _____

IPM CODE: **108.1.5 DANGEROUS STRUCTURE OR PREMISES 304.13 WINDOW, SKY LIGHT AND DOOR FRAMES**

OTHER: **110.1 DEMOLITION 302.1 SANITATION 302.4 WEEDS 302.7 ACCESSORY STRUCTURES 302.4 WEEDS**

LDS CODE: _____

OTHER: _____

MUNICIPAL CODE: **4-1-4-1 PUBLIC NUISANCE**

OTHER: _____

DISTRICT ID: **1** LEFT NOTICE?: **NO**

COMMENTS: **301.3 VACANT STRUCTURE OR LAND 308.1 ACCUMULATION OF RUBBAGE / GARBAGE 308.2.1 DISPOSAL OF RUBBISH.** Vacant home has burnt accessory structure in the rear of the property. Trash, Debris throughout property. Vagrants living and urinating on property; broken window.

INSERT LOCATION MAP



INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5



INSERT PHOTO #6



INSERT PHOTO #7



INSERT PHOTO #8



INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3

INSERT PHOTO #4

INSERT PHOTO #5

INSERT PHOTO #6

INSERT PHOTO #7

INSERT PHOTO #8

Reset Form

Print to PDF

Account: R017019

Location

Parcel Number 2-105-088-503-039
 Tax Area 110 - INSIDE RES - 110
 Situs Address 000508 S SECOND ST
 Legal Summary N.77' OF LOTS 33
 THRU 36, BLOCK 28, A & P
 RAILWAY CO. ADDN. BK 10 PGS
 5544-47 9/20/97 DOC 367177
 05/07/14 CODE 2-105-088-503-039

Owner Information

Owner Name GUILLEN, TONY C.,
 TRUSTEE &
 Owner Address GUILLEN, LAURA
 L.
 801 E. LOGAN AVE.
 GALLUP, NM 87301-0000

Assessment History

Actual Value (2015)	\$22,350
Primary Taxable	\$7,450
Tax Area: 110 Mill Levy: 33.964	
Type	Actual Assessed Acres SQFT Units
LAND	\$17,710 \$5,903 0.000 0.000 0.000
BUILDING	\$4,640 \$1,547 0.000 0.000 0.000

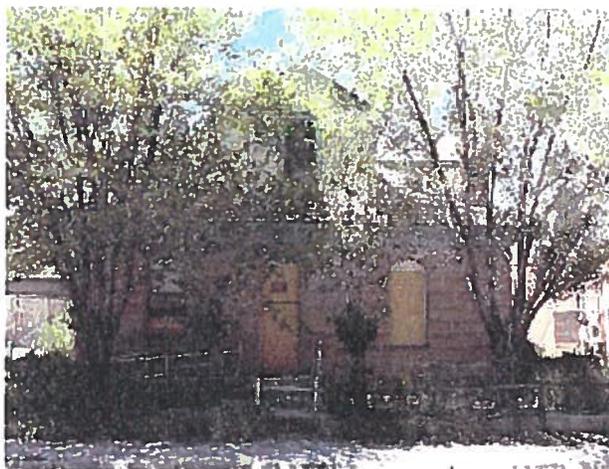
Tax History

Tax Year	Taxes
*2016	\$253.04
2015	\$253.04

* Estimated

Images

- [Photo](#)
- [Sketch](#)





Jackie McKinney, Mayor
Linda Garcia, District 1 Councilor
Allan Landavazo, District 2 Councilor
Yogash Kumar, District 3 Councilor
Fran Palochak, District 4 Councilor
Maryann Ustick, City Manager
George W. Kozeliski, City Attorney



March 16, 2016

Toney & Laura L. Guillen & Trustee
801 E Logan
Gallup, New Mexico 87301

Dear Mr. & Mrs. Guillen:

This **"FIRST NOTICE"** is to inform you of several City code violations that exist on your property located at 508 S 2nd. A first attempt to contact property owner was mailed on November 3, 2015. However to date no contact has been made or addressed these violations.

Specifically, the violations consist of weeds, trash and debris throughout the property. There is a broken window on 2nd story of the primary structure; vagrants on the property creating an unsanitary condition by urinating and defecating on the property. Accessory structure in the rear yard has burned, is unsecure and unstable. Under IPMC 110.1 Demolition, The City of Gallup requests the property owner to demolish and remove the burnt structure. These are in violation of the City of Gallup International Property Maintenance Codes Section(s): 108.1.5 DANGEROUS STRUCTURE OR PREMISES; 110.1 DEMOLITION; 301.3 VACANT STRUCTURE OR LAND; 302.1 SANITATION; 302.4 WEEDS; 302.7 ACCESSORY STRUCTURES; 304.13 WINDOW SKYLIGHT AND DOOR FRAMES; 308.1 ACCUMULATION OF RUBBAGE / GARBAGE; 308.2.1 DISPOSAL OF RUBBISH; The City of Gallup Municipal Codes Section(s): 4-1-4-1 Public Nuisance.

To abate the violations please remove all weeds, trash, debris; replace and or board the broken window located on the second story of the primary structure. Please note that a demolition permit will be required to remove the dilapidated structure on your property.

Notify this office within fourteen calendar days of the date of this letter of your intentions so that no further action on our part is required. Failure to comply with this First Notice on or before March 31, 2016 will result in a complaint filed in Municipal Court and/or will be placed on the clean & lien program.

Your cooperation is greatly appreciated in this matter. If you have any questions or need any assistance relating to this issue, please contact me at (505) 726-2611, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Charles Soto, Code Enforcement Officer
Planning Department
City of Gallup

CE20140128 / 1st Notice
 mailed: 3/14/16

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Addressee <input type="checkbox"/> Agent</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery <u>3/18/16</u></p>																
<p>1. Article Addressed to:</p> <p>Tony C. Guillen, Trustee & Laura L. Guillen 801 E. Logan Avenue Gallup, NM 87301</p>	<p>D. Is delivery address different from item 1? If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>																
 9590 9403 0903 5223 7781 37	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label) 7015 0640 0004 7436 0450</p>	<p>Domestic Return Receipt</p>																

PS Form 3811, July 2015 PSN 7530-02-000-9053

USPS TRACKING# 
 9590 9403 0903 5223 7781 37

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

RECEIVED

MAR 21 2016
 CITY OF GALLUP
 PLANNING DEPARTMENT
 BY: SW TIME: 2:37pm

* Sender: Please print your name, address, and ZIP+4® in this box*

Charles Soto
 City of Gallup – Planning Dept.
 P.O. Box 1270
 Gallup, NM 87305



Account: R017019

Location

Parcel Number 2-105-088-503-039
Tax Area 110 - INSIDE RES - 110
Situs Address 000508 S SECOND ST
Legal Summary N.77' OF LOTS 33
THRU 36, BLOCK 28, A & P
RAILWAY CO. ADDN. BK 10 PGS
5544-47 9/20/97 DOC 367177 05/07/14
CODE 2-105-088-503-039

Owner Information

Owner Name GUILLEN, TONY C.,
TRUSTEE &
Owner Address GUILLEN, LAURA L.
801 E. LOGAN AVE.
GALLUP, NM 87301-0000

Assessment History

Actual Value (2015)	\$22,350
Primary Taxable	\$7,450
Tax Area: 110 Mill Levy: 33.964	
Type	Actual Assessed Acres SQFT Units
LAND	\$17,710 \$5,903 0.000 0.000 0.000
BUILDING	\$4,640 \$1,547 0.000 0.000 0.000

Tax History

Tax Year	Taxes
2015	\$253.04
2014	\$656.88

Images

- [Photo](#)
- [Sketch](#)



Wednesday, October 14, 2015

ATTN: Charles Soto
CC: C.B. Strain

RE: 508 S. 2nd Street

Requesting if the property can be put up for condemnation. They own the old Post Office next door and have noticed an increase in transient activity at this property. There are 2 sheds in the back that are near an alley and promote transient activity. Also, the back yard is full of trash and debris and multiple broken windows throughout the structure. They are concerned that transients will start to enter the structures and start fires when the weather starts to get colder. They are requesting a call back from CB, as to how the City determines when a property goes to condemnation.

Robert Gintowt: 505.722.6344 (please leave a msg if unavailable)
Kathleen Gintowt: 505.879.2176





Jackie McLinney, Mayor
Linda Garcia, District 1 Councilor
Allan Landavazo, District 2 Councilor
Yogash Kumar, District 3 Councilor
Fran Palochak, District 4 Councilor
Maryann Ustick, City Manager
George W. Kozeliski, City Attorney



November 3, 2015

Tony C. Guillen, Trustee &
Laura L. Guillen
801 E. Logan Avenue
Gallup, NM 87301

Re: 508 S. 2nd Street – Dilapidated Structures

Dear Mr. Tony Guillen & Ms. Laura Guillen,

This letter is being sent you regarding the dilapidated accessory structures that are located in the rear yard of the property listed above. The structures have become a haven for transient activity and with the recent fire; these structures are creating an eye sore and are in current violation of **Section 108 – Unsafe Structures** of the **2009 International Property Maintenance Code**. Enclosed are current site photos for you reference.

The fire damaged structures are now deemed to be a menace to public comfort, health, peace and safety. As the property owners, corrective action is now required and you will be given 30 days upon receipt of this letter to apply for a permit and demolish said dilapidated accessory structures. If compliance is not met, the City will proceed with condemnation.

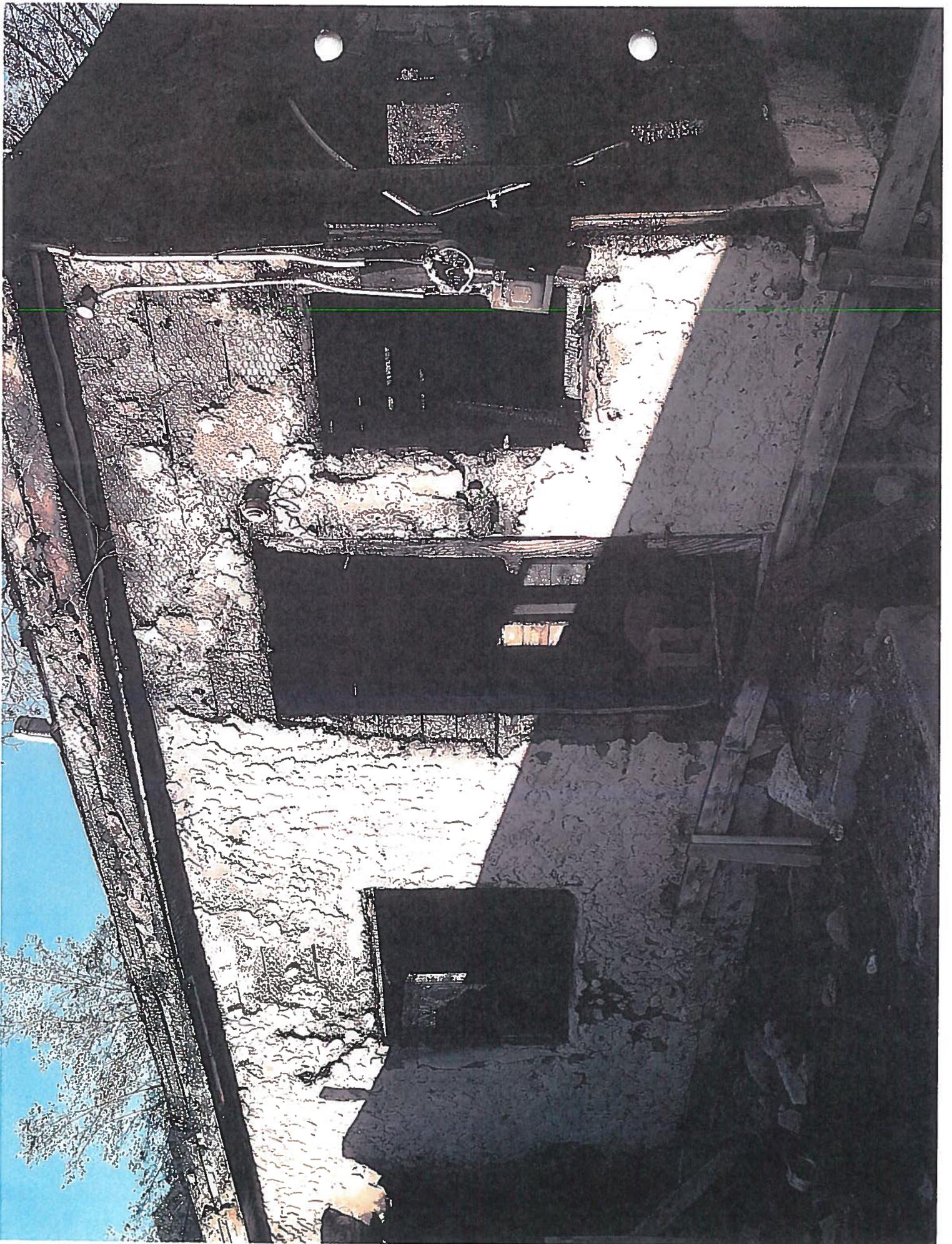
It is our hope to work with you to expedite the abatement of these violations and avoid proceeding with condemnation. If you have any questions and or concerns, please contact our office 505.863.1240. Our office hours are Monday through Friday from 8:00 am to 5:00 pm.

Respectfully,

Natasha Webster
Administrative Specialist
Planning Department

Enclosed: As Stated Above

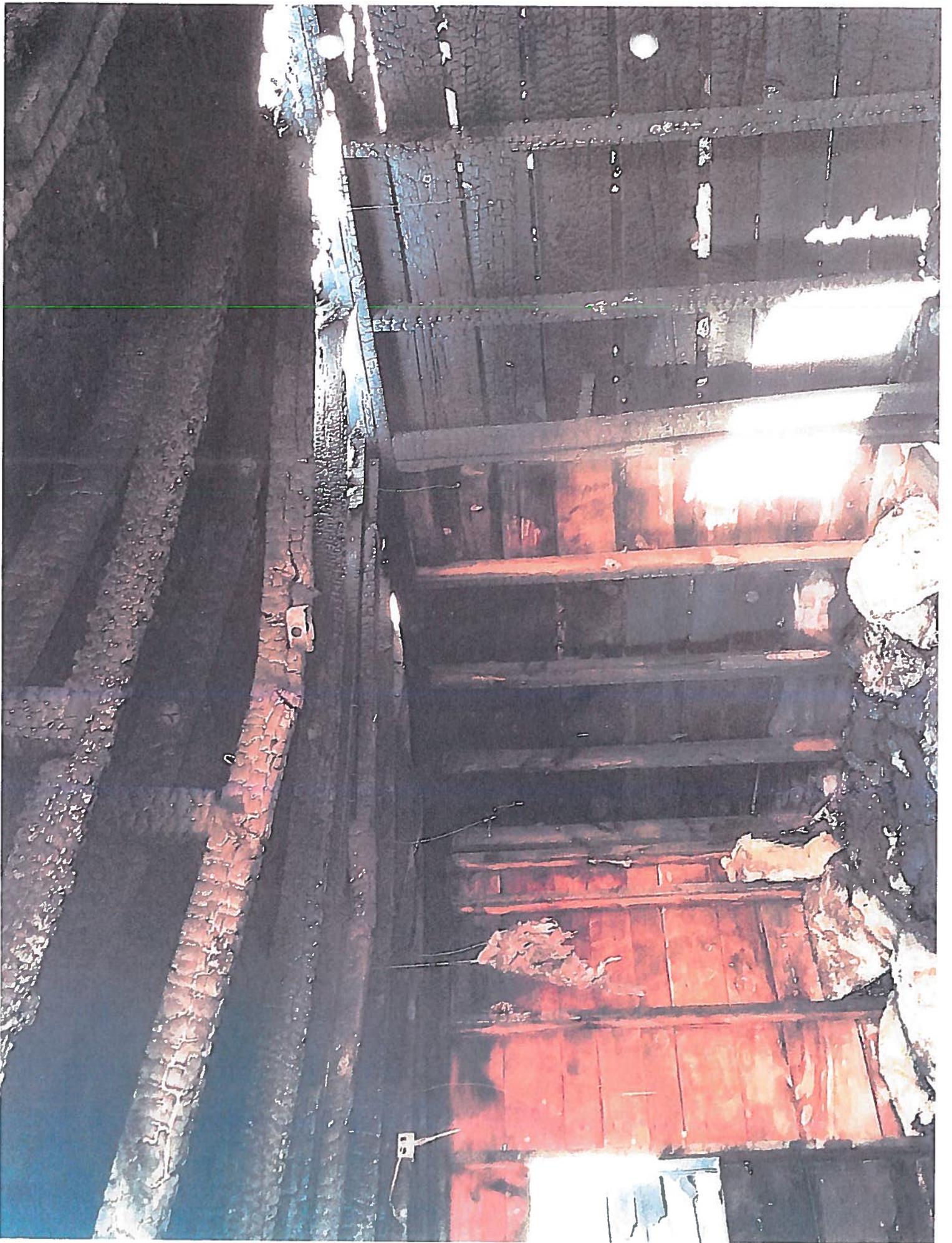
CC: C.B. Strain – Planning Director
George Kozeliski – City Attorney
Charles Soto – Code Enforcement Officer
Joe Herrera – Building Inspector
Case File

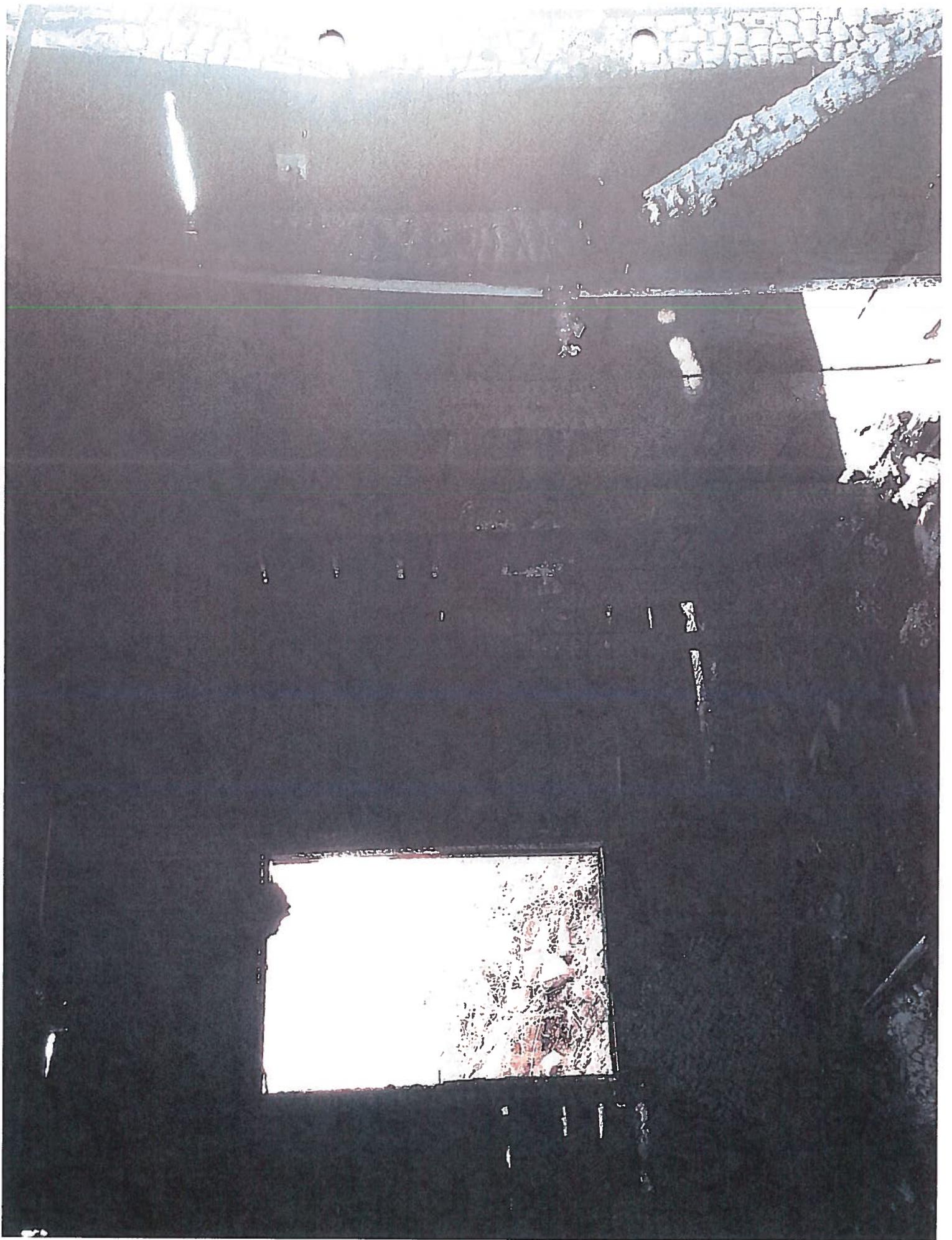












fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is

likely to partially or completely collapse, or to become *detached* or dislodged.

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to

post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

108.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

108.3 Notice. Whenever the *code official* has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.4 Placarding. Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods. The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

108.7 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

109.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

109.4 Emergency repairs. For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

110.1 General. The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occu-

Account: R017019

Location

Parcel Number 2-105-088-503-039
Tax Area 110 - INSIDE RES - 110
Situation Address 000508 S SECOND ST
Legal Summary N.77' OF LOTS 33
THRU 36, BLOCK 28, A & P
RAILWAY CO. ADDN. BK 10 PGS
5544-47 9/20/97 DOC 367177 05/07/14
CODE 2-105-088-503-039

Owner Information

Owner Name GUILLEN, TONY C.,
TRUSTEE &
Owner Address GUILLEN, LAURA L.
801 E. LOGAN AVE.
GALLUP, NM 87301-0000

Assessment History

Actual Value (2015)	\$22,350
Primary Taxable	\$7,450
Tax Area: 110 Mill Levy: 33.964	
Type	Actual Assessed Acres SQFT Units
LAND	\$17,710 \$5,903 0.000 0.000 0.000
BUILDING	\$4,640 \$1,547 0.000 0.000 0.000

Tax History

Tax Year	Taxes
2015	\$253.04
2014	\$656.88

Images

- [Photo](#)
- [Sketch](#)



**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ _____
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ _____

NOV -3 2015

Postmark
Here

Total Postage

Sent To **Tony C. Guillen, Trustee &
Laura L. Guillen**
 Street and # **801 E. Logan Avenue**
 City, State, ZIP **Gallup, NM 87301**
 PS Form 3800, June 2014



110 West Aztec Avenue
Gallup, NM 87301

CERTIFIED MAIL



7015 0640 0004 7435 9669

Tony C. Guillen, Trustee &
 Laura L. Guillen
 801 E. Logan Avenue
 Gallup, NM 87301

NOV - 3 2015

CITY OF GALLUP
 PLANNING DEPARTMENT
 BY: fw DATE: 11/4/15 4:10am

Hasler
 11/03/2015
US POSTAGE \$06.95



ZIP 87301
 011D11636319

fw
11/4/15

NAME: _____
 RETURN TO SENDER
 UNDELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD
 BC: 87301620210 1755-00552-25-00

87301 @6202

RECORD OF INITIAL COMPLAINT #COMM2015-106:

COMM2015-106	10/14/2015	12:00 PM	Kathleen & Robert Gintowt msg #505.722.6344 cell # 505.879.2176 (Kathleen cell #)	508 S. 2nd St	<p>Requesting if the property can be put up for condemnation. They own the old Post Office next door and have noticed an increase in transient activity at this property. There are 2 sheds in the back that are near an alley and promote transient activity. Also, the back yard is full of trash and debris and multiple broken windows throughout the structure. They are concerned that transients will start to enter the structures and start fires when the weather starts to get colder. They are requesting a call back from CB, as to how the City determines when a property goes to condemnation.</p> <p>Robert Gintowt: 505.722.6344 (please leave a msg if unavailable) Kathleen Gintowt: 505.879.2176</p>
	10/23/2015	11:23 AM	Robert Gintowt		<p>Calling CB today as requested per CB; wanted to know the status and or discuss his original complaint</p>
	11/3/2015		CB Strain		<p>CB wanted a letter send to the property owner requiring them to demo the burned structure or the City will proceed with condemnation.</p>

PHONE CALL

FOR CB DATE 10/23/15 TIME 1125 A.M. P.M.

M Robert Gintowt

OF Re: 508 S. 2nd St.

PHONE 505.722.6344 CELL _____

MESSAGE calling back as requested, would like to discuss property by old sport office

SIGNED fw

<input checked="" type="checkbox"/>	TELEPHONED
<input type="checkbox"/>	RETURNED YOUR CALL
<input checked="" type="checkbox"/>	PLEASE CALL
<input type="checkbox"/>	WILL CALL AGAIN
<input type="checkbox"/>	CAME TO SEE YOU
<input type="checkbox"/>	WANTS TO SEE YOU

Account: R017019

Location

Parcel Number 2-105-088-503-039
 Tax Area 110 - INSIDE RES - 110
 Situs Address 000508 S SECOND ST
 Legal Summary N.77' OF LOTS 33
 THRU 36, BLOCK 28, A & P
 RAILWAY CO. ADDN. BK 10 PGS
 5544-47 9/20/97 DOC 367177 05/07/14
 CODE 2-105-088-503-039

Owner Information

Owner Name GUILLEN, TONY C.,
 TRUSTEE &
 Owner Address GUILLEN, LAURA L.
 801 E. LOGAN AVE.
 GALLUP, NM 87301-0000

Assessment History

Actual Value (2015) \$22,350
 Primary Taxable \$7,450
 Tax Area: 110 Mill Levy: 33.964

Type	Actual	Assessed	Acres	SQFT	Units
LAND	\$17,710	\$5,903	0.000	0.000	0.000
BUILDING	\$4,640	\$1,547	0.000	0.000	0.000

Tax History

Tax Year	Taxes
2015	\$253.04
2014	\$656.88

Images

- [Photo](#)
- [Sketch](#)



Wednesday, October 14, 2015

ATTN: Charles Soto
 CC: C.B. Strain

RE: 508 S. 2nd Street

Requesting if the property can be put up for condemnation. They own the old Post Office next door and have noticed an increase in transient activity at this property. There are 2 sheds in the back that are near an alley and promote transient activity. Also, the back yard is full of trash and debris and multiple broken windows throughout the structure. They are concerned that transients will start to enter the structures and start fires when the weather starts to get colder. They are requesting a call back from CB, as to how the City determines when a property goes to condemnation.

Robert Gintowt: 505.722.6344 (please leave a msg if unavailable)
 Kathleen Gintowt: 505.879.2176





CITY OF GALLUP

CE20160128

CODE ENFORCEMENT NOTICE

REPORT INFORMATION

TODAY'S DATE: Apr 5, 2016 2:51 PM

NOTICE TYPE: **SECOND NOTICE**

CEO: **CHARLES SOTO**

ADDRESS: **508 S 2nd ST (GALLUP)**

REPORTED BY: **CITIZEN** NAMES: _____

CONTACT NAME(S): _____ PHONE #: _____

IPM CODE: **108.1.5 DANGEROUS STRUCTURE OR PREMISES 304.13 WINDOW, SKY LIGHT AND DOOR FRAMES**

OTHER: **110.1 DEMOLITION 302.1 SANITATION 302.4 WEEDS 302.7 ACCESSORY STRUCTURES 302.4 WEEDS**

LDS CODE: _____

OTHER: _____

MUNICIPAL CODE: **4-1-4-1 PUBLIC NUISANCE**

OTHER: _____

DISTRICT ID: **1** LEFT NOTICE?: **NO**

COMMENTS: **301.3 VACANT STRUCTURE OR LAND 308.1 ACCUMULATION OF RUBBAGE / GARBAGE 308.2.1 DISPOSAL OF RUBBISH. Notes On Separate sheet.**

INSERT LOCATION MAP



INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5



INSERT PHOTO #6



INSERT PHOTO #7



INSERT PHOTO #8



INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5

INSERT PHOTO #6

Pictures above show work completed. A majority of the trash and debris from the property has been removed.

Property owner has not contacted the Planning Department or Code Enforcement Officer assigned to the case.

Remaining Violations; unsecured main structure; broken window on second story; broken glass in alley way. Remains of the window; Unsecured and unstable accessory structure; Trash and debris from burnt structure; tree branches and weeds piled on the south side of the property; vagrants continue to leave used liquor bottles, clothing and food wrappers; unsanitary conditions due to vagrants on the property.

INSERT PHOTO #7

INSERT PHOTO #8



Jackie McKinney, Mayor
Linda Garcia, District 1 Councilor
Allan Landavazo, District 2 Councilor
Yogash Kumar, District 3 Councilor
Fran Palochak, District 4 Councilor
Maryann Ustick, City Manager
George W. Kozeliski, City Attorney



April 05, 2016

Toney & Laura L. Guillen & Trustee
801 E Logan
Gallup, New Mexico 87301

“SECOND NOTICE”

Dear Mr. & Mrs. Guillen:

The City has recognized the hard work and effort to abate the violations and we thank you, but several code violations still exist on your property located at 508 S 2nd St. A first notice was issued on March 16, 2016.

Specifically, the violations consist of weeds, trash and debris throughout the property. There is a broken window on 2nd story of the primary structure; vagrants on the property creating an unsanitary condition by urinating and defecating on the property. Accessory structure in the rear yard has burned, is unsecure and unstable. Under IPMC 110.1 Demolition, The City of Gallup requests the property owner to demolish and remove the burnt structure. These are in violation of the City of Gallup International Property Maintenance Codes Section(s): 108.1.5 DANGEROUS STRUCTURE OR PREMISES; 110.1 DEMOLITION; 301.3 VACANT STRUCTURE OR LAND; 302.1 SANITATION; 302.4 WEEDS; 302.7 ACCESSORY STRUCTURES; 304.13 WINDOW SKYLIGHT AND DOOR FRAMES; 308.1 ACCUMULATION OF RUBBAGE / GARBAGE; 308.2.1 DISPOSAL OF RUBBISH; The City of Gallup Municipal Codes Section(s): 4-1-4-1 Public Nuisance.

Copies of the City code violations & pictures have been enclosed for your use. Please appreciate the City's concern with the condition of your property.

Notify this office within seven calendar days of the date of this letter of your intentions; so that no further action on our part is necessary. Failure to comply with this second notice on or before April 13, 2016 will result in a complaint filed in Municipal Court and/or will be placed on the clean & lien program.

Greatly appreciate your cooperation in this matter. If you have any questions or need any assistance relating to this issue, please contact me at (505) 726-2611, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,


Charles Soto, Code Enforcement Officer
Planning Department
City of Gallup

NOTICE OF LIEN

NOTICE IS HEREBY GIVEN that the undersigned, CITY OF GALLUP, NEW MEXICO, a municipal corporation, claims a lien for weed and litter removal pursuant to §4-5-1 et seq. and §4-10-1 et seq. of the City Code of the City of Gallup, New Mexico from property owned by Tony Guillen and Laura L. Guillen.

I

The property to be charged with the lien is in McKinley County, New Mexico, and is commonly known as the property located at 508 S. Second St., Gallup, New Mexico 87301 and being more particularly described as:

**The North Seventy-seven (77') feet of
Lots Thirty-three (33), Thirty-four (34), Thirty-five (35) and Thirty-six (36) in
Block Twenty-eight (28) of
A & P Railway CO'S ADDITION to the Town of Gallup, New Mexico
as the same is shown and designated on the map of said Addition (survey and plat
by H.C. Nutt, Trustee for the Atlantic and Pacific Railroad Company) filed in the
Office of the then Probate Clerk and Ex-Officio Recorder of Bernalillo County, New
Mexico on July 8, 1893, a copy of said Map being now on file in the office of the
County Clerk of McKinley County, New Mexico.**

II

The general purpose of the lien is for weed and litter removal on June 10, 2014.

III

The total amount due is the sum of Five Hundred Seventy Five and 30/100 (\$575.30) Dollars, plus an additional Fifty and 00/100 (\$50.00) Dollars to cover the cost of recording fees with the McKinley County Clerk's Office for a total amount due of Six Hundred Twenty Five and 30/100 (\$625.30) Dollars.

IV

The name of the property owner is, Tony Guillen and Laura L. Guillen, whose address is 801 E. Logan Ave., Gallup, New Mexico 87031.

DOC# 367798

06/27/2014 02:44 PM Page: 1 of 2
LIEN R-\$25 00 H K. Becenti, McKinley County



A handwritten signature in dark ink, appearing to be 'ML' or similar initials, located to the right of the document number.

INVOICE

CE20140160

City of Gallup
 110 West Aztec Avenue
 Gallup, NM 87301

TO: TONY & LAURA GUILLEN
 801 EAST LOGAN AVENUE
 GALLUP, NM 87301-0000

INVOICE NO: 6770
 DATE: 7/23/14

CUSTOMER NO: 9001080/9001080

TYPE: CL - CLEAN & LIEN

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	CLEAN & LIEN 508 SOUTH SECOND STREET	625.30	625.30

TOTAL DUE: \$625.30

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/23/14 DUE DATE: 7/23/14 NAME: GUILLEN, TONY & LAURA
 CUSTOMER NO: 9001080/9001080 TYPE: CL - CLEAN & LIEN

REMIT AND MAKE CHECK PAYABLE TO:

City of Gallup
 Accounts Receivable
 P.O. Box #1270
 Gallup

NM 87305

(505) 863-1251

INVOICE NO: 6770
 TERMS: NET 0 DAYS

AMOUNT: \$625.30



CODE ENFORCEMENT NOTICE

FILE NAME: **CE20140160**

REPORT INFORMATION

TODAY'S DATE: **Apr 23, 2014 10:25 AM**

NOTICE TYPE: **FIRST NOTICE**

CEO: **CHARLES SOTO**

ADDRESS: **508 S 2nd ST (GALLUP)**

REPORTED BY: **CITIZEN** NAMES: **Colleen Marchand**

CONTACT NAME(S): _____ PHONE #: **505-870-9818**

IPM CODE: **302.1 SANITATION**

OTHER: **302.7 ACCESSORY STRUCTURES 304.2 PROTECTIVE TREATMENT 302.9 DEFACEMENT OF PROPERTY**

LDS CODE: _____

OTHER: _____

MUNICIPAL CODE: **4-1-5-1 PUBLIC NUISANCE**

OTHER: _____

DISTRICT ID: **1** LEFT NOTICE?: **NO**

COMMENTS: **Trash, debris and large amount of graffiti throughout property. roof located in back of home ready to collapse and shingles are in dis repair along with dilapidated fence on north side of property and shed in rear of property. Home needs protective treatment.**

INSERT LOCATION MAP



INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5



INSERT PHOTO #6



INSERT PHOTO #7



INSERT PHOTO #8



Account: R017019

Location

Parcel Number 2-105-088-503-039
Tax Area 110 - INSIDE RES - 110
Situs Address 000508 S SECOND ST
Legal Summary N.77' OF LOTS 33
THRU 36, BLOCK 28, A & P
RAILWAY CO. ADDN. BK 10 PGS
5544-47 9/20/97 CODE 2-105-088-
503-039

Owner Information

Owner Name GUILLEN, TONY &
LAURA L.
Owner Address 801 E. LOGAN
GALLUP, NM 87301-0000

Assessment History

Actual Value (2014)	\$59,140
Primary Taxable	\$19,713
Tax Area: 110 Mill Levy: 34.240	
Type	Actual Assessed Acres SQFT Units
LAND	\$17,710 \$5,903 0.000 0.000 0.000
BUILDING	\$41,430 \$13,810 0.000 0.000 0.000

Tax History

Tax Year	Taxes
*2014	\$674.96
2013	\$674.96

* Estimated

Images

- [Photo](#)
- [Sketch](#)





Mayor Jackie McKinney
Councilor Linda M. Garcia, District 1
Councilor Allan Landavazo, District 2
Councilor Yogash Kumar, District 3
Councilor Cecil E. Garcia, District 4

George W. Kozeliski, City Attorney

April 23, 2014

Toney & Laura L. Guillen
801 E Logan
Gallup, New Mexico 87301

Dear Mr. & Mrs. Guillen:

Gallup has made major strides in improving our community image over the past decade by promoting a positive image that not only encourages the favorable impressions on visitors of an attractive community but also enriches the neighborhood quality of life for those living here. To that end, a significant contribution has been the conscientious maintenance of private property by its owners.

Recently, it has come to our attention that your property located at 508 S 2nd ST is becoming an eyesore and is detracting from our community image and neighborhood pride. This perception is typically caused by a large amount of graffiti, dilapidated roof in the rear of the home, wood fence and shed. Both home and shed need a protective coating and brought up to standard and accumulation of trash and debris throughout the property. To continue enhancing our community image and neighborhood pride, we ask that you correct the applicable conditions on your property within the next two weeks and then invest the necessary effort in the continuous upkeep of your property. Please contact the City of Gallup to discuss compliance strategies.

Your consideration and cooperation in this matter is deeply appreciated and **THANK YOU** in advance for your personal commitment in sustaining neighborhood pride and the quality of life in our community. If you have any questions or need any assistance regarding this matter, please call me at (505) 726-2611, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely

Charles Soto, Code Enforcement Officer
Planning Department
City of Gallup

cc: File



CODE ENFORCEMENT NOTICE

FILE NAME: CE20140160

REPORT INFORMATION

TODAY'S DATE: **May 12, 2014 3:34 PM**

NOTICE TYPE: **SECOND NOTICE**

CEO: **CHARLES SOTO**

ADDRESS: **508 S 2nd ST (GALLUP)**

REPORTED BY: **CITIZEN** NAMES: **Colleen Marchand**

CONTACT NAME(S): _____ PHONE #: _____

IPM CODE: **302.1 SANITATION**

OTHER: **302.7 ACCESSORY STRUCTURES 304.2 PROTECTIVE TREATMENT 302.9 DEFACEMENT OF PROPERTY**

LDS CODE: _____

OTHER: _____

MUNICIPAL CODE: **4-1-5-1 PUBLIC NUISANCE**

OTHER: _____

DISTRICT ID: **1** LEFT NOTICE?: **NO**

COMMENTS: **Owner of the property has not contacted C.E.O. Owner has thrown away some trash, but failed to progress anymore after that.**

INSERT LOCATION MAP



INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5



INSERT PHOTO #6



INSERT PHOTO #7



INSERT PHOTO #8





Mayor Jackie McKinney
Councilor Linda M. Garcia, District 1
Councilor Allan Landavazo, District 2
Councilor Yogash Kumar, District 3
Councilor Cecil E. Garcia, District 4

George W. Kozeliski, City Attorney

May 13, 2014

Toney & Laura L. Guillen
801 E Logan
Gallup, New Mexico 87301

Dear Mr. & Mrs. Guillen:

This **"SECOND NOTICE"** is to inform you of several City code violations that exist on your property located at 508 S 2nd St. A first notice was issued on April 23, 2014; however as of this date we have not received a response from you.

Specifically, the violations consist of graffiti, overgrown weeds, trash and debris to include a dilapidated wood fence, shed and patio roof located in the rear of the house. These are in violation of the City of Gallup International Property Maintenance Codes Section(s): 302.1 Sanitation; 302.7 Accessory Structures; 302.9 Defacement of Property; 304.2 Protective Treatment. The City of Gallup Municipal Codes Section(s): 4-1-5-1 Public Nuisance. Copies of the City code violations have been enclosed for your use. Please appreciate the City's concern with the condition of your property.

Notify this office within seven calendar days of the date of this letter of your intentions; so that no further action on our part is necessary. Failure to comply with this second notice on or before May 20, 2014 will result in a complaint filed in Municipal Court and/or will be placed on the clean & lien program.

Greatly appreciate your cooperation in this matter. If you have any questions or need any assistance relating to this issue, please contact me at (505) 726-2611, Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,

Charles Soto, Code Enforcement Officer
Planning Department
City of Gallup

Enclosures: as stated

cc: File



CODE ENFORCEMENT NOTICE

FILE NAME: CE20140160

REPORT INFORMATION

TODAY'S DATE: **May 22, 2014 3:31 PM**

NOTICE TYPE: **FINAL NOTICE (CLEAN & LIEN)**

CEO: **CHARLES SOTO**

ADDRESS: **508 S 2nd ST (GALLUP)**

REPORTED BY: **CITIZEN** NAMES: _____

CONTACT NAME(S): _____ PHONE #: _____

IPM CODE: **302.1 SANITATION**

OTHER: **302.7 ACCESSORY STRUCTURES 304.2 PROTECTIVE TREATMENT 302.9 DEFACEMENT OF PROPERTY**

LDS CODE: _____

OTHER: _____

MUNICIPAL CODE: **4-1-5-1 PUBLIC NUISANCE**

OTHER: _____

DISTRICT ID: **1** LEFT NOTICE?: **NO**

COMMENTS: **Owner of the property when first notified threw a few trash bags away but since then has not attempted to abate issue or contact C.E.O. There is now a broken window upstairs on north side of building.**

INSERT LOCATION MAP



INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5



INSERT PHOTO #6



INSERT PHOTO #7



INSERT PHOTO #8





Mayor Jackie McKinney
Councilor Linda M. Garcia, District 1
Councilor Allan Landavazo, District 2
Councilor Yogash Kumar, District 3
Councilor Cecil E. Garcia, District 4

George W. Kozeliski, City Attorney

NOTICE OF NUISANCE ABATEMENT

THIS NOTICE, issued this 22 day of May, 2014 by the CITY OF GALLUP, NEW MEXICO to Tony & Laura L. Guillen, hereinafter referred to as "PROPERTY OWNER(S)", pursuant to City of Gallup Ordinance NO. C2012-6, being an ordinance of the City of Gallup, New Mexico, relating to public health and safety, authorizing the cleanup of private nuisance property and holding the owner, or responsible party, liable for the cost of said cleanup.

1. Section 9-3-1 and 4-10-1 et. Seq. of the Gallup Municipal Code requires all land including exterior premises and vacant land, whether improved or unimproved, shall be maintained free from any hazard or accumulation of garbage, debris, rubble, hazardous waste, litter, rubbish, refuse, waste material or blight.

2. On April 23, 2014 Tony & Laura L. Guillen the PROPERTY OWNERS were served a first notice at 508 south 2nd Street, further described as N.77' of Lots 33 Thru 36, Block 28, A & P Railway CO. ADDN. To abate the following violations: An abundance of weeds, trash and debris surrounding the home; A dilapidated roof located in the rear of the home ready to collapse. A badly damaged wood fence on the north side of the home that needs to be repaired replaced or removed. Lastly the home needs a protective coating and to remove all the graffiti.

3. Tony & Laura L. Guillen was given a fourteen (14) day deadline, ending on May 7, 2014, in which to abate said violations by removing said violations listed above from said property and failed to abate the nuisance.

4. Tony & Laura L. Guillen is notified, within ten (10) days of the date of this notice; pursuant to 4-10-1 thru 4-10-9 of the Gallup Municipal to do the following:

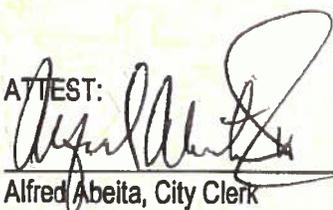
- A) Abate the above listed violations by removing said violations from said property listed in Paragraph 2 above.
- B) If the PROPERTY OWNER fails to abate said violations within the ten (10) day deadline mandated in this Notice of Nuisance Abatement, or fails to request a hearing with the CITY within the ten (10) days,
- C) The CITY will proceed with abatement of said violations at the cost and expense of Tony & Laura L. Guillen.
- D) The reasonable cost of the abatement of the weeds, ruin, rubbish, wreckage or debris so removed shall constitute a lien against the lot or parcel of land from which they were removed.

DATED THIS 22 DAY OF MAY, 2014

CITY OF GALLUP, NEW MEXICO

BY: 
Clyde (C.B.) Strain, Planning Director

ATTEST:


Alfred Abeita, City Clerk

T,s Landscaping
1119 Ridgecrest Gallup, NM 87301 (505) 728-2916

ESTIMATE

Req #25327

Charles
City of Gallup

Estimate # 00000036

Estimate Date 06/03/2014

Item	Description	Unit Price	Quantity	Amount
Service	Cut weeds, trim trees, remove trash, board up 1 door and 1 window	450.00	1.00	450.00
Service		150.00	1.00	150.00
<u>NOTES:</u> 508 S. Second Gallup NM 87301				
		Subtotal		600.00
		+ Tax (8.3125%)		49.88
		Total		649.88
		Amount Paid		0.00
		Estimate		\$649.88



CE 2014 0160

Project Number
Requisition Number
25327
GL Number
10115314744590

PURCHASE ORDER



CITY OF GALLUP

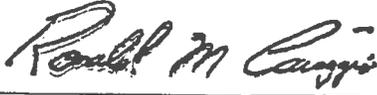
P.O. Box 1270 • Gallup, NM 87305

Purchase Order No..	
079646	
This number must appear on all invoices, packing slips and packages!	
Date of Order	Page
06/05/14	1

VENDOR	6832 T'S LANDSCAPING CHARLES T. SULTER 1119 RIDGECREST GALLUP, NM 87301	SHIP TO	City of Gallup PER CONTRACT/AGREEMENT GALLUP, NM 87301
---------------	---	----------------	--

F.O.B. Point	Delivery Date	Terms
	06/06/14	NET

Item #	Quantity	Description	Unit Price	Amount
1	1.00 EA	CE20140161, 206 COYOTE CANYON, CUT WEEDS, TRIM TREES, PICK UP TRASH & PELLETS, BOARD UP ONE WINDOW. DISPOSE OF DEBRIS, DUMPING FEES ARE ESTIMATED.	368.26	368.26
2	1.00 EA	CE20140160, 508 S. 2ND ST, CUT WEEDS, TRIM TREES, REMOVE TRASH, BOARD UP ONE DOOR AND ONE WINDOW. DISPOSE OF DEBRIS. DUMPING FEES ARE ESTIMATED.	649.88	649.88
			SUB-TOTAL	1018.14
			TOTAL	1018.14
REMARKS: Per Clean & Lien Contract				

SUBMIT INVOICE IN DUPLICATE PROMPTLY TO CITY OF GALLUP Vendor will retain original purchase order in his files. Purchase Order Number must be shown on all invoices. Separate invoice for each Purchase Order. All payments made on Original Invoice with monthly statement. Insert PACKING SLIP with all shipments.	By  Ronald Caviggia Purchasing Director
--	--

ORIGINAL/VENDOR'S COPY

T,s Landscaping
 1119 Ridgcrest Gallup, NM 87301 (505) 728-2916

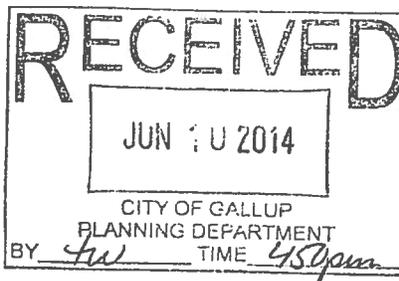
INVOICE

P.O. 079646
Please Close Out
P.O.

Charles
 City of Gallup

Invoice # 00000036
Invoice Date 06/10/2014
Due Date 06/10/2014

Item	Description	Unit Price	Quantity	Amount
Service	Cut weeds, trim trees, remove trash, board up 1 door and 1 window.	450.00	1.00	450.00
Service	Disposal	81.15	1.00	81.15
NOTES: 508 S Second St Gallup NM 87301				
				Subtotal 531.15
				+ Tax (8.3125%) 44.15
				Total 575.30
				Amount Paid 0.00
				Balance Due \$575.30



McKinley Cnty TS 107 Hasler RD
 Gallup NM 87301 Bill to:
 NWNMRSWA Bx1330 ThoreauNM87323

000000 Cash Customer
 Cash Customer

SITE	TICKET	GRID		WEIGHMASTER	
03	103831			RONALD	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
06/09/14	06/09/14	11:48	12:10		
REFERENCE			ORIGIN		
ORGGMCW\T			MCKINLEY COUNTY		

Scale 1 Gross Wt. 10260 LB
 Scale 1 Tare Wt. 8520 LB
 Net Weight 1740 LB
 Inbound - Cash ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.87	TON	Miscellaneous Waste	42.00	36.54	1.83	38.37

Operating hours 8AM to 4:30PM Monday thru Saturday
 This is to certify that this load does not contain any hazardous materials, medical waste or liquids of any type.

NET AMOUNT	38.37
TENDERED	38.37
CHANGE	0.00
CHECK NO.	

WW6TI TO REORDER CONTACT CAROLINA SOFTWARE (910) 799-6767 SIGNATURE _____

McKinley Cnty TS 107 Hasler RD
 Gallup NM 87301 Bill to:
 NWNMRSWA Bx1330 ThoreauNM87323

000000 Cash Customer
 Cash Customer

SITE	TICKET	GRID		WEIGHMASTER	
03	103885			RONALD	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
06/09/14	06/09/14	15:18	15:41		
REFERENCE			ORIGIN		
ORGGMCW\T			MCKINLEY COUNTY		

Scale 1 Gross Wt. 10340 LB
 Scale 1 Tare Wt. 8400 LB
 Net Weight 1940 LB
 Inbound - Cash ticket

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
0.97	TON	Miscellaneous Waste	42.00	40.74	2.04	42.78

Operating hours 8AM to 4:30PM Monday thru Saturday
 This is to certify that this load does not contain any hazardous materials, medical waste or liquids of any type.

NET AMOUNT	42.78
TENDERED	100.00
CHANGE	57.22
CHECK NO.	

INSERT PHOTO #1



INSERT PHOTO #2



INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5



INSERT PHOTO #6



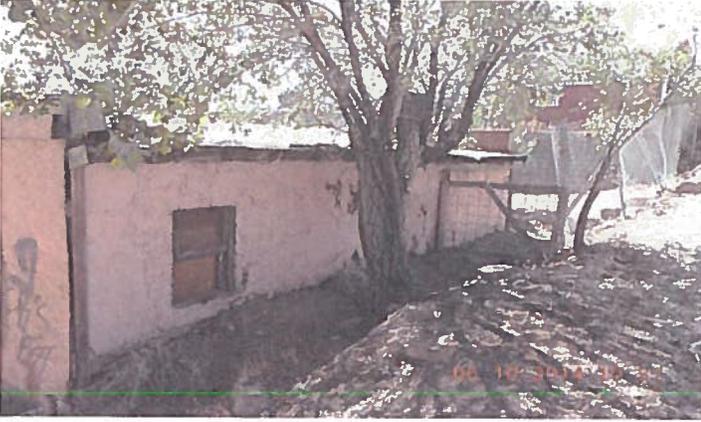
INSERT PHOTO #7



INSERT PHOTO #8



INSERT PHOTO #1



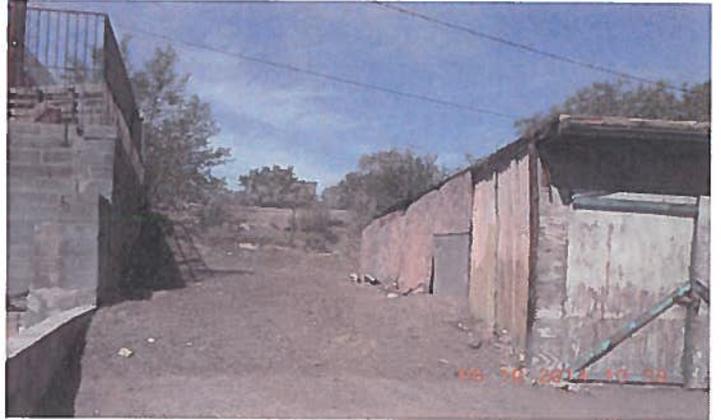
INSERT PHOTO #2



INSERT PHOTO #3



INSERT PHOTO #4



INSERT PHOTO #5

INSERT PHOTO #6

INSERT PHOTO #7

INSERT PHOTO #8

IN THE MUNICIPAL COURT

CITY OF GALLUP

V.

GUILLEN, TONY

Toney Guillen
801 E Logan
Gallup, New Mexico 87301

NO.

DATE FILED:

June 20/2014

2014 JUN 20 AM 10:24
RECEIVED
MUNICIPAL COURT
SC
ENDORSED

CRIMINAL COMPLAINT

CRIME: Maintenance of Exterior Premises

The undersigned, under penalty of perjury, complains and says that on or about the

23 day of April, 2014, in the City of Gallup, State of New Mexico, the above-named defendant(s)

did: Mr. Toney Guillen was sent a first notice for: graffiti, dilapidated roof, wood fence and Shed. Both home and shed

need a protective coating and brought up to standard. An accumulation of trash and debris throughout the property. On

May 12, 2014 Mr. Guillen was sent second notice via mail for the same violations. On June 10, 2014 the property

was place on the clean and lien program and a majority of the violations were resolved. The remaining violations

are graffiti located in the front of the home and back shed. A dilapidated roof and shed that also need protective treatment

in the rear of the property. As of June 18, 2014 Mr. Guillen has failed to comply with the conditions of his property located

at 508 South 2nd Street.

contrary to Section(s) 4-1-5-1 IPMC 302.7 / 302.9 / 304.2

Gallup Municipal Code 1961 (Rev. 1981)

I SWEAR OR AFFIRM UNDER PENATLY OF PERJURY THAT THE FACTS SET FORTH ABOVE ARE TRUE TO THE BEST OF MY INFORMATION AND BELIEF. I UNDERSTAND THAT IT IS A CRIMINAL OFFENSE SUBJECT TO THE PENALTY OF IMPRISONMENT TO MAKE A FALSE STATEMENT IN A CRIMINAL COMPLAINT.

Complainant

Code Enforcement Officer

Title (if any)

APPROVED:

Judicial Code

Title

MY commission expires December 13, 2014

English Customer Service USPS Mobile



Quick Tools

Ship a Package

USPS Tracking™

Tracking Number: 70112970000392839393

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
May 28, 2014 , 1:53 pm	Delivered	GALLUP, NM 87301
Your item was delivered at 1 53 pm on May 28, 2014 in GALLUP, NM 87301.		
May 23, 2014 , 2:56 pm	Notice Left (No Authorized Recipient Available)	GALLUP, NM 87301
May 23, 2014 , 7:54 am	Arrival at Unit	GALLUP, NM 87301
May 23, 2014 , 2:33 am	Depart USPS Sort Facility	ALBUQUERQUE, NM 87101
May 22, 2014 , 11:42 pm	Processed through USPS Sort Facility	ALBUQUERQUE, NM 87101
May 22, 2014 , 5:12 pm	Depart Post Office	GALLUP, NM 87301
May 22, 2014 , 4:11 pm	Acceptance	GALLUP, NM 87301

Track Another Package

What's your tracking (or receipt) number?

Track It

Register / Sign In

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

MAY 22 2014

Postmark Here

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Post*	\$

Sent To: **Toney & Laura L. Guillen**
 801 E. Logan Avenue
 Gallup, NM 87301

PS Form 3800, June 2012

Text Updates

Email Updates

LEGAL

- Privacy Policy ›
- Terms of Use ›
- FOIA ›
- No FEAR Act EEO Data ›

ON USPS.COM

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- Buy Stamps & Shop ›
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- Customer Service ›
- Delivering Solutions to the Last Mile ›
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- Postal Inspectors ›
- Inspector General ›
- Postal Explorer ›
- National Postal Museum ›



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INSERT PHOTO #1



INSERT PHOTO #2



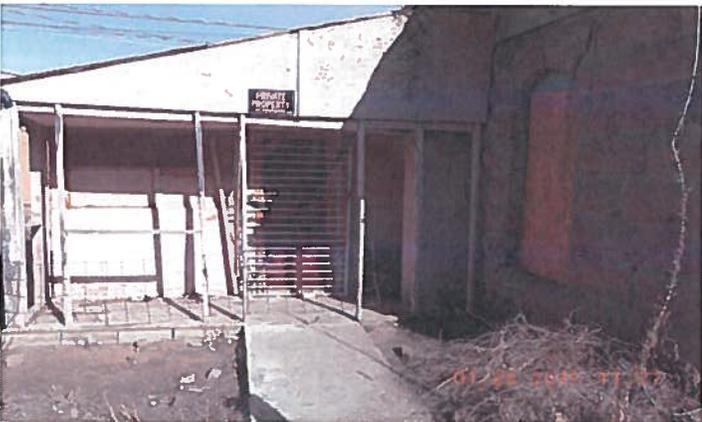
INSERT PHOTO #3



INSERT PHOTO #4



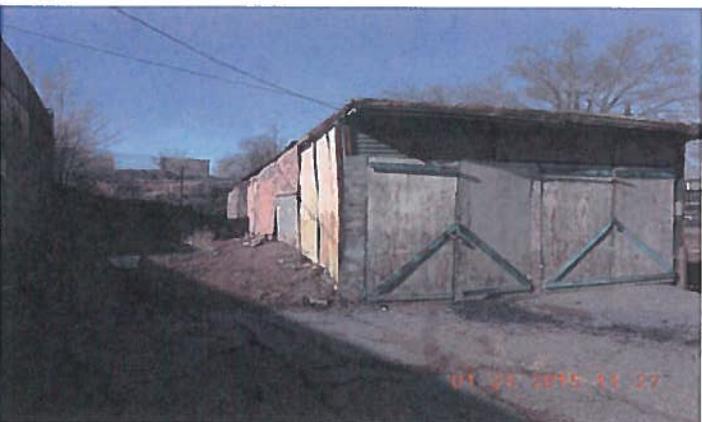
INSERT PHOTO #5



INSERT PHOTO #6



INSERT PHOTO #7



INSERT PHOTO #8

Property owner has made effort at maintaining and securing the property. Transients immediately start to trash the property after they clean it.

Discussion/Action Topic 2

Resolution No. R2016-28;

**A Resolution Requesting the United States Congress to Place a
Hard Dollar Cap on the City of Gallup's Obligation Under the
City's Repayment Contract with the Bureau of Reclamation**

George Kozeliski, City Attorney



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Resolution Requesting the U.S. Congress to place a hard dollar cap on City of Gallup's obligation under City's repayment contract with Bureau of Reclamation

DEPT. OF ORIGIN: City Attorney's Office

DATE SUBMITTED: SUBMITTED BY: George W. Kozeliski, City Attorney

Summary: A series of events have occurred over the past two years that lead City staff to believe that the costs of the Navajo Gallup Water Supply Project will far exceed the original estimates. The City has met the Bureau of Reclamation on numerous occasions, at different levels, and recently with Senators Udall and Heinrich's staffs. The process of putting a hard dollar cap on this project, if successful, will take five to six years. Previous such projects have been capped by the federal government for entities in the same position as the City of Gallup. The Resolution will be a formal action by City Council to pursue such a cap for the City of Gallup on the NGWSP.

Financial Impact: Cost of staff time and cost of travel to Washington, D.C to pursue the cap.

Approved: _____

Patty Holland
Finance Department

Attachments: Resolution

Legal Review: Prepared resolution for Council's consideration.

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Approval of resolution.

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: _____

RESOLUTION NO. R2016-28

A RESOLUTION REQUESTING THE UNITED STATES CONGRESS TO PLACE A HARD DOLLAR CAP SETTING MAXIMUM PAYMENT OBLIGATION DUE FROM THE CITY OF GALLUP TO THE UNITED STATES OF AMERICA FOR THE CITY'S SHARE OF THE NAVAJO/GALLUP WATER SUPPLY PROJECT

WHEREAS, Public Law (PL)111-11 was passed by the 111th Congress, and signed into law by the President of the United States, authorizing the Navajo-Gallup Water Supply Project (NGWSP or Project); and

WHEREAS, pursuant to (PL)111-11 the City of Gallup (City) entered into a repayment contract with the United States Bureau of Reclamation (BOR) to repay the City's portion of the Project's cost allocable to the City; and

WHEREAS, (PL)111-11 provides that the City of Gallup will not be responsible for excessive construction costs as being "nonreimbursable"; and

WHEREAS, (PL) 111-11 also provides that the City may seek a reassessment of its ability to pay NGWSP construction costs; and

WHEREAS, the first two reaches (water line extension construction projects) of the NGWSP built by the BOR exceeded the construction cost estimate by \$3.8 million (47%) on Reach 12A, and \$8.2 million (32%) on the Tohlakai Pumping Plant, resulting in additional amounts due from the City of Gallup under its repayment contract; and

WHEREAS, as a result of these first two construction projects exceeding the project construction cost estimates, the City met with BOR Deputy Commissioner Lowell Pimley in Washington, D.C., on July 30, 2015, expressing the City's concerns regarding the actual construction costs exceeding project estimates and the City's inability to pay the excess construction costs; and

WHEREAS, representatives of the BOR met with the City on October 8, 2015, and advised the City that, in addition to the two project's increased cost, the overall NGWSP project cost was going up five percent (5%), but that the City of Gallup's share was going up \$14.8 million, which is equal to a twenty five (25%) increase; and

WHEREAS, as a result of this increased Project cost proposed by the BOR, the City met with BOR Commissioner Estevan Lopez on November 4, 2015, in Denver, Colorado; and

WHEREAS, as result of that meeting the City was given a one-time \$11.9 million credit based upon the City receiving a larger portion of the New Mexico State cost share allocation; and

WHEREAS, the City, still being concerned that it is at the mercy of the BOR and that costs will continue to escalate beyond the City's ability to pay as it concerns the construction of

the NGWSP, met with the staffs of Senators Udall and Heinrich on April 13, 2016, in an effort to pursue a hard dollar cap on the City's cost allocation of the NGWSP; and

WHEREAS, the City is aware that Congress has established and enacted hard caps for various other project costs in the past; and

WHEREAS, the City was advised by the senators' staffs that any legislation proposing a hard dollar cap for the City, if successful, could take up to six years for passage.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GALLUP, NEW MEXICO, the City of Gallup stands ready and willing to pay the \$54.321 million plus interest as its cost share of the Navajo-Gallup Water Supply Project.

BE IT FURTHER RESOLVED, the City of Gallup pursue a hard cap from the United States Congress of the amounts due by the City for its cost share not to exceed that sum set out in the Repayment Contract between the United States Bureau of Reclamation and the City, and that any other costs over and above that amount be deemed "Excess Construction Costs" as set out in (PL)111-11.

BE IT FURTHER RESOLVED, if the City of Gallup is unsuccessful in obtaining a hard cap from the United States Congress, which has been done by Congress in the past for similar projects, that the City of Gallup seek judicial relief under the provisions of (PL)111-11 and the Repayment Contract, or in the alternative make efforts to withdraw from, or, limit the City's participation in the Navajo-Gallup Water Supply Project.

PASSED, ADOPTED AND APPROVED this ____ day of June, 2016.

CITY OF GALLUP, NEW MEXICO

BY: _____
Jackie D. McKinney, Mayor

ATTEST:

Alfred Abeita II, City Clerk

Discussion/Action Topic 3

**Proposed Issuance of a Private Security Guard Business License
to S.P.S., LLC d/b/a Strategic Protective Service, LLC**

Franklin Boyd, Acting Chief of Police



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Application for Private Security Guard Business License by S.P.S., LLC d/b/a Strategic Protective Service, LLC
DEPT. OF ORIGIN: Gallup Police Department
DATE SUBMITTED: June 14, 2016
SUBMITTED BY: Franklin Boyd, Acting Chief of Police

Summary: S.P.S. LLC d/b/a Strategic Protective Service, LLC has submitted the proper application and required documentation for the license to the City Clerk. In accordance with Section 3-11-4 of the City Code, the Chief of Police shall determine whether the public convenience and necessity would be served by the issuance of the license applied for and shall certify these findings to the City Council.

Fiscal Impact: None.

Reviewed By: Patty Holland
Finance Department

Attachments: Business License Application and supplemental documentation submitted by the applicant pursuant to Sections 3-11-2 and 3-11-3 of the City Code.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation: The Chief of Police has determined that the public convenience and necessity would be served by the issuance of the license and recommends 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: _____

CITY OF GALLUP
BUSINESS LICENSE & REGISTRATION APPLICATION

OFFICE OF THE CITY CLERK
P.O. Box 1270
110 WEST AZTEC AVENUE
GALLUP, NEW MEXICO 87305
T. (505) 863-1254 F. (505) 722-5132

1. Application Date: APRIL 21, 2016 2. Application Type: New
 Change of Location

3. New Mexico Tax Identification (CRS) Number: [REDACTED] 0-00-8

4. S.P.S. LLC Business Name DBA STRATEGIC PROTECTIVE SERVICE LLC
(if different than business name)

5. Type of Ownership: Sole Proprietor Partnership Corporation
 LLC Other _____
(please specify)

6. List Owners, Partners, Corporate Officers, as Applicable: (attach additional pages if necessary)

Name	Title	Address	Telephone #
<u>MICHAEL SINGER</u>	<u>CO-OWNER/CEO</u>	<u>P.O. Box 2603 Gallup, NM 87301</u>	<u>(928) 589-7052</u>
<u>FRANK BRADLEY III</u>	<u>CO-OWNER/CEO</u>	<u>P.O. Box 665 Tomatche, NM 87325</u>	<u>(928) 589-7253</u>

7. 2401 E. AZTEC AVE GALLUP NM 87301
Physical Address City State Zip Code

8. 2401 E. AZTEC AVE GALLUP NM 87301
Mailing Address City State Zip Code

9. Business location is: Home Based Commercial

10. (928) 600-4635 Telephone Number 11. SPSLLC2013@GMAIL.COM E-mail Address

12. Type of Business: SECURITY PATROL SERVICES

I AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:

13. [Signature] CO-OWNER APRIL 21, 2016
Signature Title Date

RECEIVED

BUSINESSES LOCATED WITHIN THE GALLUP CITY LIMITS ARE REQUIRED TO COMPLETE THE BUSINESS LICENSE & REGISTRATION CHECK LIST

CITY OF GALLUP
BUSINESS LICENSE & REGISTRATION CHECK LIST

APR 20 2016

CITY OF GALLUP
PLANNING DEPARTMENT

BY: tw TIME: 12:59am

OFFICE OF THE CITY CLERK
P. O. Box 1270
110 WEST AZTEC AVENUE
GALLUP, NEW MEXICO 87305
(505) 863-1254

APPLICANT: MICHAEL SINGER 928.589.7252
PHYSICAL ADDRESS: 2401 E, AZTEC AVE GALLUP PHONE #: (928)600-4635
MAILING ADDRESS: 2401 E, AZTEC AVE GALLUP, NM 87301
BUSINESS NAME: S.P.S. LLC DBA STRATEGIC PROTECTIVE SERVICE LLC
TYPE OF BUSINESS: SECURITY PATROL SERVICES

OBTAIN THE SIGNATURES OF THE FOLLOWING OFFICIALS IN THE ORDER SHOWN

* FIRST: Check with the Planning Department (863-1240) for:

Correct Zoning: C3B Type of Land Use: Business Office
Mandem existing off street parking and restrip as necessary

City Planner: [Signature] Date: 4-20-16

* SECOND: Check with the Gallup Fire Department (722-4195 or 726-5448) between 8:00 a.m. and 9:00 a.m. or between 4:00 p.m. and 5:00 p.m., Monday thru Friday, for:

- A. City Fire Codes B. Any Other Requirements

Fire Inspector: [Signature] Date: 4-20-16

* THIRD: If applicable, check with the N.M. Environment Department (722-4160):

- A. Health Inspection B. Any Other Requirements

Environmental Supervisor: N/A Date:

* FOURTH: Check with the Planning Department (863-1240) for:

- A. Occupancy Permit B. Any Building Permit Requirements

ALL HOME BASED BUSINESSES WILL BE REQUIRED TO OBTAIN A HOME OCCUPATION PERMIT - \$25.00

ALL BUSINESSES MUST APPLY FOR A SIGN PERMIT PRIOR TO INSTALLING ANY SIGNAGE
Check with the Building Inspector: 726-6109 or Development Review Coordinator: 863-1310

Building & Zoning Official: [Signature] Date: 4-20-16

OTHER IMPORTANT NUMBERS YOU MAY NEED:

Small Business Dev. Center: 722-2220
Century Link: (800) 603-6000
New Mexico Gas Company: (888) 664-2726

NM Taxation & Revenue Dept. (Albq. Ofc.): (505) 841-6200
City Utilities Dept. - Customer Services: 863-1201
City Solid Waste Dept.: 863-1212

STRATEGIC PROTECTIVE SERVICE LLC



2401 E. Aztec Ave.
Gallup, NM 87301
(928) 600-4635 Office
(888) 809-5291 Fax
Email: spsllc2013@gmail.com



SWORN STATEMENT

I, MICHAEL A. SINGER, after having been duly sworn to in accordance with law by affixing my signature below before a NOTARY PUBLIC OF THE STATE OF NEW MEXICO hereby depose and state the following:

1. That in my capacity as CO-OWNER OF SPS LLC DBA STRATEGIC PROTECTIVE SERVICE LLC, have been and held said capacity since our Organization as a Limited Liability Company was granted under the laws of the Navajo Nation Corporation Act on July 15th, 2013 File number 101706.
2. We are currently licensed by the State New Mexico Security Guard and Private Investigations Board as a Trade PPO with license number 3185.
3. Our primary location of business has been within the territorial boundaries of the Navajo Nation but we have rented office space located at 2401 E. Aztec Ave, Gallup, NM since March 2014. This address serves as our mailing address as well for all correspondence.
4. Our primary order of business will include but not be limited to the following duties:
 - a. Private Security Patrol for hire services (non-uniformed/plain clothes)
 - b. Private Security Patrol for hire services (Uniformed Security Personnel)
 - c. Mobile and foot patrol Security Services. (Marked patrol units and unmarked patrol units)
 - d. Process service of court documents as requested by clients.
 - e. We will employ Level 1, 2 & 3 Security Personnel depending upon the needs of our clients.
 - f. Level 1, 2 & 3 Security Officer Training Services, conflict & defensive tactics

- g. Funeral Escort services or parade services
- h. Special event security services both long and short term services
- i. Federal Security Services, Public entity security services or other such events.
- j. Any and other such related or unrelated services which may become available.

5. We anticipate our area of patrol to be within the City of Gallup and surrounding areas as well as various businesses and entities who require our services.

I, MSJ of SPS LLC DBA STRATEGIC PROTECTIVE SERVICE LLC and am a duly authorized to act on behalf of the company as a Co-Owner/CEO and have executed this sworn statement to attest to the veracity and truth of the aforementioned above statements and in support of my application for registration as a PRIVATE SECURITY GUARD BUSINESS within the municipal boundaries of the City of Gallup and the State of New Mexico.

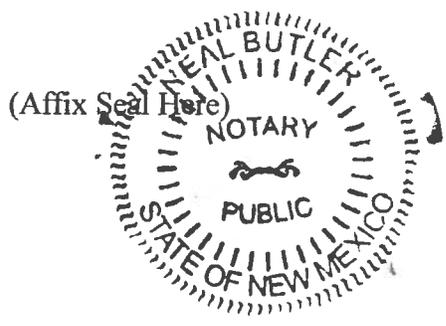
I DO HEREBY ATTEST AND AFFIRM that the above mentioned information is true and correct to the best of my knowledge under the penalty of perjury and do affix my signature above as proof thereof.

SUBSCRIBED AND SWORN BEFORE ME this 20 day of APRIL, 2016.

In the County of MCKENZIE, State of NEW MEXICO.

[Signature]
Notary Public

My Commission Expires: 6-22-2019



State of New Mexico
Private Investigations Advisory Board



PO Box 25101 Santa Fe, NM 87504 (505) 476-4622

This is to certify that

SPS LLC #3185

Having complied with the provisions of the New Mexico Private Investigations
Advisory Board is hereby granted a license to practice as a

Trade PPO

Issue Date: 03/21/2016 Date Expires: 03/31/2018

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS



STATE OF NEW MEXICO
DIANNA J. DURAN

SECRETARY OF STATE

October 21, 2015

S.P.S. LLC
MICHAEL SINGER
2401 E. AZTEC
GALLUP NM 87301

RE: S.P.S. LLC

In New Mexico, DBA: STRATEGIC PROTECTIVE SERVICE, LLC
Entity ID: 5131243

The Office of the Secretary of State has approved and filed the Application For Registration for the above captioned organization effective October 21, 2015. The enclosed Certificate Of Registration is evidence of filing, and should become a permanent document of the organization's records.

The referenced approval does not constitute authorization for the above referenced organization to transact any business which requires compliance with other applicable federal or state laws, including, but not limited to, state licensing requirements. It is the organizations's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

Your canceled check, as validated by this office, is your receipt. If you have any questions please contact the Corporations Bureau at (505) 827-4508 or toll free at 1-800-477-3632 for assistance.

Corporations Bureau

STATE OF
NEW MEXICO



PAUL A. de HERRERA
Business Support Specialist

OFFICE OF THE SECRETARY OF STATE
New Mexico State Capitol North
325 Don Gaspar, Suite 300
Santa Fe, New Mexico 87501

Phone: (505) 827-4663

paul.deherrera@state.nm.us
www.sos.state.nm.us

OFFICE OF THE
SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE

NEW MEXICO

Certificate Of Registration

OF

S.P.S. LLC

5131243

In New Mexico, DBA: STRATEGIC PROTECTIVE SERVICE, LLC

The Office of the Secretary of State certifies that the Application For Registration, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act

(53-19-1 To 53-19-74 NMSA 1978)

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Registration and attaches hereto a duplicate of the Application For Registration.

Dated : **October 21, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



A handwritten signature in black ink, reading "Dianna J. Duran".

Dianna J. Duran
Secretary of State



New Mexico
Secretary of State
 Corporations Bureau

FILED
 SOS
 Corporation Bureau

OCT 21 2015

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
 (800) 477-3632 · www.sos.state.nm.us

DOCUMENT DELIVERY INSTRUCTIONS

(DO NOT use this form for Partnerships, UCC or Trademarks)

Please indicate if you will pick up your documents upon completion OR you would like them mailed
 (You MUST have one Document Delivery Instruction form for each filing being submitted)

ENTITY NAME: S.P.S. LLC
 Contact Name: MICHAEL SINGER
 Email Address: SPSLLC2013@GMAIL.COM
 Contact Phone: (929) 600-4635 option # 2

DATE DROPPED OFF AT CORPORATIONS BUREAU: 10/21/15 TIME: 2:22
 -OR-
 DATE MAILED TO CORPORATIONS BUREAU: Drop Off
Back in 45 min.

Please check to indicate how documents are to be delivered:
 WILL PICKUP MAIL TO ADDRESS BELOW

If you selected "MAIL TO ADDRESS BELOW", please fill out the following mailing information:

Mail To: ~~2401 E. AZTEC~~ ^(MBS) MICHAEL SINGER
 Mailing Address: 2401 E. AZTEC AVE.
 City: GALLUP State: NM Zip: 87301

IF YOU HAVE BEEN INFORMED THAT YOUR DOCUMENTS ARE COMPLETED AND CAN BE PICKED UP, DOCUMENTS WILL NOT BE HELD FOR MORE THAN 5 BUSINESS DAYS. IF YOU HAVE NOT PICKED THEM UP WITHIN THAT TIME FRAME, THEY WILL BE MAILED TO THE ADDRESS LISTED ABOVE. (If you contact our office at 800-477-3632 and notify us that you are not able to pick up within that time frame, please let us know when you will be in for your documents.)

Thank You

DOCUMENTS MUST BE TYPED OR PRINTED LEGIBLY

SOS-DDI-7/2014

RECEIVED
 SOS
 Corporation Bureau

OCT 21 2015

1422 10/21/15 100-000



New Mexico
Secretary of State

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
(800) 477-3632 · www.sos.state.nm.us

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SOS
Corporation Bureau

OCT 21 2015



FLLC

SUBMIT ORIGINAL AND A COPY
TYPE OR PRINT LEGIBLY

**Foreign Limited Liability Company
APPLICATION FOR REGISTRATION**

The undersigned limited liability company, in order to apply for a Certificate of Registration to transact business in New Mexico under the Limited Liability Company Act, submits the following statement to the Secretary of State:

1. The name of the limited liability company is: S.P.S. LLC

2. If it proposes to transact business in New Mexico under a different name, the name it elects for use in New Mexico is:

STRATEGIC PROTECTIVE SERVICE, LLC

3. It is organized under the laws of:

THE NAVAJO NATION

4. The date of organization in its domestic state is:

JULY 15, 2013

5. If so required by the laws of the domestic state, the address of the office required to be maintained in the domestic state is:

2401 E. AZTEC

GALLUP, NM 87301

6. If the laws of the domestic state do not require an address to be maintained in that state, then the address of the principal office of the limited liability company is:

SAME AS ABOVE

7. The street address of the registered office in New Mexico is:

2401 E. AZTEC AVE. GALLUP, NM 87301

(P.O. Box is not acceptable. Provide a description of the geographical location if a street address does not exist)

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Corporation Bureau

OCT 21 2015



The name of the registered agent at the address of the New Mexico registered office is:

MICHAEL SINGER

8. The names of the persons in whom management of the limited liability company is vested are:

MICHAEL SINGER

FRANK BRADLEY III

The company is a foreign limited liability company as defined in Section 2 of the New Mexico Limited Liability Company Act. The Secretary of State is appointed the agent of the foreign limited liability company for service of process if, upon resignation of the appointed registered agent no agent has been appointed, or, if appointed, the agent's authority has been revoked or the agent cannot be found or served in the exercise of reasonable diligence.

Dated: 21 OCT 15

S.P.S. LLC
 Name of Limited Liability Company

By [Signature]
 Signature of Authorized Person

THIS APPLICATION MUST BE ACCOMPANIED BY A CERTIFICATE OF GOOD STANDING / EXISTENCE, ISSUED BY THE APPROPRIATE OFFICIAL CUSTODIAN OF LIMITED LIABILITY COMPANY RECORDS FOR THE STATE OR COUNTRY UNDER THE LAWS OF WHICH THE COMPANY IS ORGANIZED. THIS CERTIFICATE MUST BE ORIGINAL OR ELECTRONICALLY ISSUED, AND MUST BE CURRENT WITHIN THIRTY DAYS OR HAS NOT EXPIRED, UPON SUBMISSION TO THE SECRETARY OF STATE.



New Mexico
Secretary of State

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
(800) 477-3632 · www.sos.state.nm.us

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Corporation Bureau

OCT 21 2015

STATEMENT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT

I, MICHAEL SINGER, hereby
acknowledge that the undersigned individual or corporation accepts the appointment as Initial

Registered Agent of S.P.S. LLC, the limited liability
company which is named in the annexed Application for Registration of Foreign Limited Liability
Company.

[Signature]
(Sign on this line if the registered agent named in the application is an individual.
If this line is signed, the two lines below do not apply and must be left blank.)

(If the following lines are used, the signature line above does not apply and must be left blank)

(If the registered agent named in the application is a corporation, limited liability Company, or
partnership, type or print the name of that entity here.)

By _____
(An authorized person of the entity being appointed as registered agent must sign here)

Form FLLC-STMNT
(revised 06/13)

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Corporation Bureau

OCT 21 2015

Discussion/Action Topic 4

**Contract Extension with Na’Nizhoozhi Center, Inc. (NCI) for
Administration and Operation of Detox Center and Shelter Facility**

Maryann Ustick, City Manager



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Extension of NCI Contract
DEPT. OF ORIGIN: City Manager
DATE SUBMITTED: June 2, 2016
SUBMITTED BY: Maryann Ustick, City Manger

Summary: The emergency contract for operation of detox and shelter facility with NCI expires June 30, 2016. Since full annual funding has not yet been determined it is recommended that the contract with NCI be extended six months to December 31, 2016 with the term being month to month after this date pending identification of additional funding.

Fiscal Impact: Federal IHS funds will be fully expended by June 30, 2016. Funding for July 1 – December 31, 2016 will come from FY2017 Liquor Excise Tax funds.

Reviewed By: Patty Holland
Finance Department

Attachments: Extension agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation: Approval of 6 month extension of NCI contract and a month to month contract term after December 31, 2016.

Approved for Submittal By:

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: _____



City Purchasing Division
Frances Rodriguez, Director

Contract Name: DETOXIFICATION
EMERGENCY SHELTER SERVICES

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

**Gallup Detoxification Center Administration and Operations Agreement and Agreement
for Emergency Shelter During Winter Months**

THIS AGREEMENT is made and entered into by and between the City of Gallup, New Mexico, hereinafter referred to as the “City” and Na’Nizhoozhi Center, Inc.(NCI) hereinafter referred to as the “Provider”.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

1. With the terms of the Agreement and extension thereafter expiring on June 30, 2016, the City hereby amends original agreement to extend term as follows.

TERM: Subject to the parties executing this amendment, term of this extension shall be for services to be provided as stated in original agreement for the period of July 1, 2016 thru December 31, 2016.

This written notification is required per Section 15.0 Amendment, whereas agreement may be amended by instrument in writing executed by the parties hereto.

Section 15.0 Amendment

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

2. Please also provide updated insurance certificate(s) in conformance to original Agreement Section 19.0 Insurance:

Section 19.0 INSURANCE:

Provider shall provide and keep in force a certificate of insurance which shall be provided by the Program Coordinator in the maximum amount of liability exposure of the City under the New Mexico Tort Claims Act, Section 41-41 et. seq NMSA 1978 Comp. (revised) and includes statutory limits for commercial general liability including automotive/vehicle liability. Certificate evidencing the above shall be furnished to the City of Gallup with the City named as additional insured on all policies.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the City of Gallup, New Mexico, below or a specified date whichever is later.

Signed By: _____
Maryann Ustick
City of Gallup, New Mexico

Date: _____

Signed By: _____
Na’Nizhoozi Center, Inc. (NCI)

Date: _____

Name Printed or Typed

Discussion/Action Topic 5

**Contract Award for Economic Development Services
for the City of Gallup**

Maryann Ustick, City Manager



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Economic Development Services for the City of Gallup
DEPT. OF ORIGIN: City Manager
DATE SUBMITTED: June 9, 2016
SUBMITTED BY: Maryann Ustick, City Manager

Summary: The City of Gallup solicited through the Request for Proposal process for professional services to provide Economic Development Services to the City. One proposal was received, from the Greater Gallup Economic Development Corporation (GGEDC), and was evaluated by the evaluation committee and was found to be a responsive offer. Services to be provided by the contractor include developing and maintaining a website devoted to economic development, creating and updating a strategic marketing plan for the Gallup-McKinley County area, provide a director and staff to promote Gallup, act as a liaison between the City and prospective companies seeking to relocate, and develop and promote economic development opportunities in the City of Gallup. The proposed contract between GGEDC and the City would be for an initial term of three years, with an option to renew for an additional year. The budget for this contract will be subject to approval by City Council annually.

Fiscal Impact: The cost for Economic Development Services will be \$200,000 per year. There are sufficient funds available under line item 506-6063-444.45-40 and 507-6061-442.45-40.

Reviewed By: _____

Patty Holland
Finance Department

Attachments: Proposal Summary Tabulation and Economic Services Agreement.

Legal Review:

Approved As To Form: _____

M. Ustick
City Attorney

Recommendation: Staff recommends award of this contract to the Greater Gallup Economic Development Corporation.

Approved for Submittal By: _____

Department Director

M. Ustick
City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into the ____ day of June, 2016 by and between Greater Gallup Economic Development Corporation (GGEDC) herein called the “Contractor” and the City of Gallup, a municipal corporation, herein called the “City”.

A. SCOPE OF WORK:

Strategic:

- S1. Develop and maintain a website promoting Gallup to prospective companies interested in establishing or expanding their presence. The content of the website shall include, but is not limited to:
 - a. Community Profile. The profile should offer relevant statistics on income and taxes, and population demographics;
 - b. Workforce. The workforce profile shall include information about the local area labor force, including proximity to Gallup (commuting), industry representation, wage data, largest existing employers, sex and age data, employment/unemployment statistics, and education data;
 - c. Business and Economy. Listings of corporate tax rates, tax incentives, programs and grants;
 - d. Infrastructure. Utilities (electric, water, wastewater, solid waste, natural gas, alternative energy), and transportation (highways, railways, airports);
 - e. City Services. The profile should discuss the local forms of government, public safety resources, city planning and zoning requirements and services; and
 - f. Quality of Life. The profile should discuss recreational amenities such as parks, pools, museums and cultural centers, educational facilities (primary, secondary and higher education, technical schools), healthcare facilities, media, tourism, and entertainment facilities, and climate data.
- S2. Create a strategic marketing plan for the Gallup-McKinley County area, to be presented to the City Council and Economic Development Council (EDC) partners. The plan shall address issues including, but not limited to:
 - a. Use and promotion of private sector facilities and infrastructure to support business development; and
 - b. Leveraging applicable tax incentives, grants, promotions and other programs.
- S3. Provide a full-time director of economic development. The director shall be responsible for
 - a. Achieving the goals and objectives as directed by the EDC organization;
 - b. Establishing and maintaining the EDC as the economic resource for the City of Gallup;
 - c. Establishing and growing the relationship with local businesses and business organizations;
 - d. Acting as a liaison between the City and prospective companies/organizations establishing or relocating facilities to Gallup;
 - e. Promotion of Gallup at conferences and events identified as mission-critical for achieving EDC objectives; and
 - f. Administration of the local office; organization of board and partner meetings; dissemination of press releases, reports and financial statements; hire or acquire additional staff and resources as necessary to achieve the goals and objectives of the EDC.
 - g. Develop and enhance economic development opportunities in the City of Gallup.
 - i. Business attraction and recruitment of new economic base employers
 - ii. Business retention and expansion of current economic base
 - iii. Infrastructure development to enhance recruitment and retention
 - iv. Workforce development to enhance recruitment and retention
 - v. Technical assistance for LEDA review and leadership development employers

Performance and Accountability:

- P1. Develop metrics for initiatives and issue quarterly performance reports, to include total new and incremental employment created, and dollars expended per job opportunity.
- P2. Provide an annual financial report including details on all expenditures exceeding \$1,000.
The offeror shall conduct their contracted activities in accordance with the International Economic Development Council Code of Ethics.

B. COMPENSATION:

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall be paid \$200,000 per year which will be paid in four (4) equal installments on July 5, October 5, January 5, and April 5 of each calendar year.

On any billing, Taxes shall be shown as a separate line item.

The Offeror shall provide a quarterly detailed billing report, separate from the invoice documenting the expenditures for services provided. **The separate detailed billing report shall be sent separately from the accounts payable invoice** and shall be addressed to the attention of the City Manager's Office or the City's designated representative.

1. TERM:

Subject to the parties executing this contract, the term of this Agreement shall be effective from July 1, 2016 to June 30, 2019 unless sooner terminated, and may be renewed as specified in Paragraph 19.

2. TERMINATION:

Termination for Cause. If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within twenty-five (25) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the CONTRACTOR at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

3. STATUS OF CONTRACTOR:

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

4. INDEMNITY:

The contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

5. ASSIGNMENT:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

6. SUBCONTRACTING:

Any subcontract under this Agreement in excess of ten thousand (\$10,000) dollars must have written approval by the City.

7. RECORDS AND AUDIT:

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup Finance Department, and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Provide an annual financial report including details on all expenditures exceeding \$1,000

8. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

9. RELEASE:

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Gallup from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City of Gallup to any obligations not assumed herein by the City of Gallup, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. CONFIDENTIALITY:

Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. OWNERSHIP OF DOCUMENTS:

All documents, drawings, media, and studies which are prepared in the performance of this Agreement are to be and remain the property of the Owner and are to be delivered to the Owner before the final payment is made to

the Contractor. Owner agrees that any third party confidential documents, or intellectual property, or proprietary information developed by Contractor or its subcontractors is separate and apart from property to which Owner is entitled, and the same are not considered, and will not be property of Owner that will be delivered to Owner under this agreement. The Contractor is liable for their replacement if destroyed or lost prior to transferring possession to the Owner. Any use of these products by anyone other than the Owner for projects other than that which is subject to this Agreement shall be at the Owner's sole risk.

12. CONFLICT OF INTEREST:

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

13. AMENDMENT:

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

14. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 13.

15. NOTICE OF PROCUREMENT CODE:

The Procurement Code of the City of Gallup imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. EQUAL OPPORTUNITY COMPLIANCE:

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

17. INSURANCE:

Contractor shall provide certificate of insurance, which includes statutory limits for worker's compensation, specified in Paragraph C, page 12 with the City named as additional insured. Certificates evidencing the above shall be furnished to the City of Gallup.

18. APPLICABLE LAW:

This Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

19. RENEWAL:

After the initial three (3) year term, the Contract shall automatically renew for a one (1) year period unless sooner terminated in accordance with Paragraph 2.

20. WAIVER OF CONTRACTURAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. SEVERABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

22. NOTICE:

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

City of Gallup:

City Manager
Attn: Maryann Ustick
P.O. Box 1270
Gallup, New Mexico 87305-1270

With a copy to:
City Attorney
Attn: George Kozeliski
P.O. Box 1270
Gallup, New Mexico 87305-1270

Provider:

Greater Gallup Economic Development Corporation (GGEDC)
Attn: Patricia Lundstrom
P.O. Box 1795
Gallup, NM 87305

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City below

CONTRACTOR:

COMPANY NAME: Greater Gallup Economic Development Corporation

SIGNED BY: _____ Date: _____
NAME AND TITLE

CITY OF GALLUP, NEW MEXICO

BY: _____ Date: _____
Jackie McKinney, Mayor

Attest: _____
Alfred Abeita: City Clerk

CITY OF GALLUP
PURCHASING DEPARTMENT -- TABULATION SHEET(S)
RFP NO. 2015/2016/10/P BID ON: Economic Development Services
Open Date: April 12, 2016 at 2:00 P.M. (Local)

Item No.	Items and Descriptions	Points	Greater Gallup Economic Develop			
1	Specialized Knowledge & Qualification	15	14.33	-		
2	Capacity & Capability	35	31.00	-		
3	Past Record of Performance	25	20.00	-		
4	Fee Proposal	20	20.00	-		
5	Quality & Completeness of Response	5	4.00	-		
	TOTAL	100	89.33	-	-	-
	NM Resident/Veterans Preference Certificate		Resident-5% 5.00	-	-	-
	TOTAL W/PREFERENCE		94.33	-	-	-
	Campaign Contribution Disclosure Form	Pass	Pass			
	Letter of Transmittal	Fail	Pass			
	Offeror's Lead Representative: 5 years experience	Pass	Pass			
	Offeror's Lead Representative: Member IEDC	Fail	Pass			
	Offeror's Resume/Three references	Pass	Pass			
		Fail	Pass			

Discussion/Action Topic 6

Approval of Professional Services Agreement with the Gallup-McKinley
County Chamber of Commerce for Visitors Guide,
Visitors Center and Promotion and Marketing

Catherine Sebold, Tourism and Marketing Manager



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Professional Services Agreement with the Chamber of Commerce for the Visitors Guide, Visitors Center and Promotion and Marketing
DEPT. OF ORIGIN: Tourism
DATE SUBMITTED: June 2, 2016
SUBMITTED BY: Catherine Sebold

Summary: This Agreement allows for the Chamber of Commerce to oversee and manage the design, content, production, sales, and distribution of the 2017 Gallup Visitor's Guide. It also allows the Chamber to continue to maintain and staff a Visitor Information Center within their facility at 106 West Highway 66. The Chamber of Commerce will continue to provide tourists, travel agents, tour operators, etc, with any information on what Gallup and the surrounding areas have to offer in order to attract tourism. This Agreement also provides funding for the Chamber to provide Advertising and Promotion services to attract visitors and increase tourism for the City of Gallup. There is a decrease in the Advertising and Promotion allocation from last year, from \$145,000 to \$100,000, as the City of Gallup will take over the lease on the billboards from the Chamber.

Fiscal Impact:

\$185,000 in Lodgers Tax Funds

Reviewed By: _____

Patty Holland
Finance Department

Attachments: Professional Services Agreement

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Staff recommends approval of the recommended Lodgers Tax funding and Professional Services Agreement.

Approved for Submittal By:

Catherine Sebold

Department Director

[Signature]
City Manager

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

Resolution No. _____

Continued To:

Ordinance No. _____

Referred To:

Approved: _____

Denied:

CONTRACTUAL SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of July, 2016, by and between the City of Gallup, a New Mexico municipal corporation (hereafter “City”), and the Gallup McKinley Chamber of Commerce, Inc., a New Mexico non-profit corporation (hereafter “Chamber”).

1. FUNDING

The terms of this Agreement are contingent upon sufficient Lodgers’ Tax monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Chamber. The City in its sole discretion will determine if sufficient appropriations are available for funding and its decision shall be accepted by the Chamber and shall be final.

For services, as described in Article 3, funding will be computed as follows:

1.1 Commencing on the 1st day of July, 2016, the City agrees throughout the term of this Agreement to pay the Chamber on a quarterly basis from City of Gallup Lodger’s Tax funds. It is understood that the total annual expenditure by the City will be One Hundred and Eighty Five Thousand dollars (\$185,000) paid in the quarterly amounts set out below.

a) Payments will be as follows:

July 1, 2016	\$46,250
October 1, 2016	\$46,250
January 1, 2017	\$46,250
April 1, 2017	\$46,250

1.2 The Chamber agrees to receive, expend, and account for the entire Lodger’s Tax proceeds for advertising, publicizing, and promotion of tourist-related attractions, facilities, and events (including expenditures for administration, salaries, and other indicated expenses), in strict compliance with the terms of this Agreement and requirements of the Lodger’s Tax Ordinance. The Chamber shall provide sufficient documentation (contracts, receipts, 1099’s, etc.) to the City’s Finance department as to the expenditures of the Lodger’s tax monies on the facilities, performers, and performances, or those categories identified in Sections 3-38-15 and 3-28-21, et. seq. NMSA 1978 Comp. (as revised). Any funds not spent at the end of the term shall and must be returned to the City. Original records, receipts and documentation shall be retained for the period years as specified in accordance with the State’ financial records retention regulations.

- 1.3 The \$185,000 is for a combination of three previous contracts between City and Chamber and broken out as follows:
 - a) \$100,000 for advertising and promotion
 - b) \$50,000 for operation of the year around Visitor Information Center
 - c) \$35,000 for the Visitor Guide
- 1.4 The Chamber agrees to use a minimum of \$100,000.00 annual payment for advertising and promotion.
- 1.5 All performance by the City under this Agreement is subject to available funding and revenues from the City's Lodger's Tax and is subject to budget approval of the City Council of the City of Gallup.

2. TERM OF AGREEMENT

This Agreement shall be effective on the 1st day of July, 2016, and shall continue until June 30, 2017, unless otherwise terminated as herein provided.

3. SERVICES

- 3.1. **ADVERTISING AND PROMOTION:** Chamber shall promptly and diligently perform all services required by this Agreement, including the services described in this Article. Chamber shall perform all advertising, printing, publication, and other promotional practices as customarily used for securing tourism and conventions for the City of Gallup. Chamber shall make such expenditures for administration, salaries, and other incidental expenses associated with the above.
- 3.2. **VISTORS' CENTER:** Chamber shall provide a visitor information center, year around, within the Chamber's facility at 106 West Highway 66 and will provide the initial meet and greet liaison interface for walk-up tourists, phone inquiries, internet requests and other tourist related information for Gallup and the surrounding area.
- 3.3. **VISITOR GUIDE:** Chamber will oversee and manage the design, content, production, sales and distribution of the Visitor Guide for the coming year. The Gallup Visitor guide will be ready for distribution no later than February 15 of the coming year. The final product will be delivered to the City of Gallup warehouse for storage. Distribution will begin no later than February 28 of the coming year. Chamber shall furnish the City with a final proof copy of the Visor Guide for approval prior to printing and distribution. All materials produced under this Visitor Guide provision of this agreement shall become the property of the City.
- 3.4. **REPORTS:** The Chamber shall provide a year-end report to Mayor and Council at the second council meeting in September, or at such other time designated by City,

4. USE OF TAX

The Chamber shall use Lodger's Tax funds only for the purposes authorized by the state law and the City Lodger's Tax Ordinance, and shall use no Lodger's Tax monies or other resources to advertise or promote any private business or interest.

5. BUDGET

The Chamber agrees to prepare and submit a detailed annual budget to the City's designated representative.

6. REPORTS AND RECORDS

6.1. The Chamber shall submit to the City Manager and City Finance department an accounting of funds received and expended by the Chamber for the month and year to date, both budgeted and actual, within thirty (30) days after the end of each quarter.

6.2. The Chamber shall keep or cause to keep true, accurate, and complete records of all revenue and expenses associated with this Agreement, which records shall be available to the City without unreasonable delay and without expense, and the Chamber agrees that the City shall have the right through its duly authorized agents or representatives to examine all pertinent records at any and all reasonable times for the purpose of determining the accuracy thereof and of the reports required to be made to the City pursuant to this paragraph.

6.3. The Chamber shall submit to the City all other reports as may be required by State law, the City's Lodgers' Tax Ordinance, or as may be requested from time to time by the City Manager or designee.

7. INDEPENDENT CONTRACTOR

Neither the Chamber nor any of the Chamber's employees are considered to be employees of the City of Gallup for any purpose whatsoever. Chamber is considered as an independent contractor at all times in the performance of the services described in Article 3.

8. TERMINATION FOR CAUSE

If through any cause Chamber fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Chamber violates any of the covenants, terms, or stipulations of this Agreement, the City may order Chamber in writing to stop services or any portion of them until the violation has been corrected. If Chamber fails to correct the violation within fifteen (15) days of the date of mailing of the written notice, City shall have the right to terminate this Agreement. The Chamber, and its contractors, shall continue to be entitled

to receive just and equitable compensation for any work satisfactorily completed up to the time of termination.

9. TERMINATION FOR CONVENIENCE OF THE CITY

Notwithstanding the provisions of Article 11, the City may terminate this Agreement at any time by giving at least ninety (90) days written notice to the Chamber. City will reimburse Chamber for all documented out-of-pocket expenses incurred up to the date of termination of this Agreement.

10. DISCRIMINATION PROHIBITED

In performing the required services, Chamber shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

11. ASSIGNMENT

The Chamber may not assign any interest in this Agreement, and may not subcontract for any services required by this Agreement, without first receiving the written consent of City.

12. INDEMNIFICATION

Chamber agrees to protect, defend, indemnify, and hold harmless City and its officials, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments, of whatever nature, including claims for contributions and/or indemnification for injuries to or death of any person or person, or damage to the property or other rights of any person, caused by the negligent or intentional acts or omissions of Chamber or its agents, servants, or employees. Chamber further agrees to protect, defend, indemnify and hold harmless the City and its officials, agents, and employees from and against any and all claims for liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of Chamber, or any claims, causes of action, or legal proceedings against Chamber arising out of contract, tort, prima facie tort, or any violation of federal or state constitutions or laws.

13. INSURANCE

Chamber agrees to secure general comprehensive liability insurance coverage against claims arising for personal injury, medical expenses, property damage, and constitutional or statutory claims in an amount not less than limits of liability for claims against governmental entities as set forth in the New Mexico Tort Claims Act, N.M. Stat. Ann. §§41-4-1 to -27 (Repl. 1996), as that statute now reads or may be amended, and to name City as an additional insured under the terms of such policy or policies of insurance. Chamber shall, upon reasonable notice, provide City with copies of all applicable insurance policies.

14. NOTICE AND REQUESTS

All notices and requests that are required to be given in connection with this Agreement shall be given to the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

City of Gallup
City Manager
P.O. Box 1270
Gallup, NM 87305-1270

Gallup McKinley Chamber of Commerce
P.O. Box 600
Gallup, New Mexico 87301

15. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

16. CONFLICT OF INTEREST

The Chamber certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

17. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services expended or rendered directly or indirectly under this Agreement shall be used to promote any political activity prohibited by federal, state, or local law, or to further the election or defeat of any candidate for public office.

18. ENTIRE AGREEMENT

This Agreement constitutes the full and complete Agreement between the parties, supersedes any prior written Agreement, and may be amended only in writing. No verbal Agreement or conversation with any employee of the City before, during, or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained.

19. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of New Mexico and ordinances and regulations of the City of Gallup. Any legal proceeding to interpret or

enforce this Agreement shall be instituted only in the McKinley County District Court of the 11th Judicial District.

SIGNED AND APPROVED this ____ day of June, 2016.

CITY OF GALLUP

By _____
Jackie D. McKinney, Mayor

Attest: _____
Alfred Abeita, City Clerk

**GALLUP MCKINLEY COUNTY
CHAMBER OF COMMERCE, INC.**

By: _____
President

Attest: _____
Secretary

Discussion/Action Topic 7

**Approval of Collective Bargaining Agreement Between the City of Gallup
and the Gallup Police Officer's Association, Fraternal Order of Police,
McKinley County Lodge #7**

Klo Abeita, Human Resources Director



COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: City of Gallup and Gallup Police Officers Association (GPOA), Fraternal Order of Police (FOP), McKinley County Lodge #17, Collective Bargaining Agreement
DEPT. OF ORIGIN: Human Resources Department
DATE SUBMITTED: June 8, 2016
SUBMITTED BY: Kio Abeita, Human Resources Director

Summary:

The City of Gallup and the GPOA, FOP, McKinley County Lodge #17 have reached an agreement on a collective bargaining contract. The GPOA, FOP, McKinley County Lodge #17 bargaining unit employees have ratified the contract which is now presented to the City of Gallup Council for approval. The contract will commence on the date of this contract being fully executed and remain in full effect for a period of (36) months. The contract provisions include an economic reopener in the second and third year of the contract.

Fiscal Impact:

Reviewed By: Patty Halland
Finance Department

The total cost of the proposed agreement for the non-recurring lump sum payment and uniform allowance for the bargaining unit is \$35,000.

Attachments:

Collective Bargaining Agreement Between The City of Gallup and The Gallup Police Officers Association, Fraternal Order of Police, McKinley County Lodge #17

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends City Council approval of the Gallup Police Officers Association, Fraternal Order of Police, McKinley County Lodge #17 contract and appropriate budget adjustment to fund the fiscal items.

Approved for Submittal By:

[Signature]
Department Director
[Signature]
City Manager

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

Collective Bargaining Agreement

Between

THE CITY OF GALLUP

and

THE GALLUP POLICE OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE

MCKINLEY COUNTY LODGE #7

EFFECTIVE

Date of Execution

THROUGH

Date of Execution plus 36 Months

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AGREEMENT

THIS AGREEMENT is entered into by and between the City of Gallup, a municipal corporation of the State of New Mexico, hereinafter sometimes referred to as the "City" and the Gallup Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police and the McKinley County Lodge #7 Fraternal Order of Police.

WHEREAS, the parties hereto have reached agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

NOW THEREFORE, IT IS HEREBY AGREED

A. The City of Gallup recognizes the Gallup Police Officers' Association as the exclusive collective bargaining representative for the regular full-time non--probationary sworn police officers (Certified), Patrolman First Class (PFC), and Sergeants.

B. The City of Gallup extends to the Gallup Police Officers' Association representing such unit of employees the following rights:

1. To represent the employees in negotiations and in the settlement of grievances;

2. To exclusive representative status during the term of this Agreement as provided in the City's Collective Bargaining Ordinance.

C. The parties shall not discriminate against any member of the bargaining unit based on race, color, sex, religion, age, national origin, sexual orientation, gender identity, membership or non-membership in the Association, and;

D. For the purpose of this agreement and any subsequent Memorandum of Understanding the City of Gallup shall be referred to as the City or the Employer; the Gallup Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Gallup Police Officer's Association shall be referred to as the Association, and any reference to an officer shall be referred to as employee.

Section 1 ASSOCIATION REPRESENTATIVES/UNION AND EMPLOYEE RIGHTS

A. The President and Vice President are to be employees of Gallup Police Department as the contract states and the City will attempt to resolve all grievances at the lowest level possible.

B. When the Employer requests a meeting with the Association President during his/her normal working hours such meeting(s) will be on paid status.

C. When the Association President or designee needs to conduct Association business during the President's normal working hours the President may be granted accrued comp time, vacation or leave without pay.

D. Union and Employee Rights

Employees, other than management, supervisory, confidential (as determined by the Labor Board), and probationary employees, may form, join, or assist any labor organization for the purpose of collective bargaining through a representative chosen by the employees without interference, restraint, or coercion. Employees also have the right to refuse to form, join or assist any labor organization.

E. Bulletin Boards

The City will identify a space for the placement of a bulletin board to be used for official union business. The bulletin board will be provided by the Union. The size and type of bulletin board is subject to the approval of the City. Postings on the bulletin board shall not be derogatory, inflammatory, political, or negative against the employees, the union, management, or the City Council and will be submitted for approval to the Police Chief prior to placement on the board. Any violation of these conditions shall result in the removal of the bulletin board.

Section 2 LOST, DAMAGED OR STOLEN PROPERTY

A. Employees shall be responsible for any and all City property that is assigned to them. Employees shall reimburse the City for any lost, damaged or stolen property as a result of negligence on the part of the employee.

B. The City will reimburse an officer for health aids, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. This does not apply in situations where the negligence of the employee contributed to the damage of such items. This language is not intended to be used to replace old worn out health aids or uniform apparel. It is the sole discretion of the Chief to determine whether or not the employee was negligent.

Section 3 UNIFORMS

A. The City shall provide an annual clothing allowance of one thousand dollars (\$1000.00) per year (effective August 2016) which is subject to all taxes and statutory deductions. This amount is derived from the sum of the costs of the current clothing replacement price; the present maintenance and cleaning costs. The allowance check shall be issued on or about the 1st pay period in August of each calendar year to all eligible employees who are employed on the date the checks are disbursed. This allowance provided by the City is for the purposes of purchasing new original, replacement uniforms or for the maintenance, repair and

cleaning of such uniforms. The individual employee or the Association shall be responsible for procuring the necessary clothing items.

B. The City of Gallup will continue to provide, as needed and within the budget constraints of the fiscal year, the necessary equipment to maintain public safety and well as the officer's safety. Leather gear; protective vest (replace every five (5) years); handcuffs; law enforcement baton or ASP baton; and a service pistol. The City's Purchasing department shall be responsible for procuring the necessary items within this subparagraph.

Section 4 FIREARMS

Firearms regulations of the Department prescribed in the current Standard Procedures Manual shall remain in full force and in effect for the term of this agreement unless the Chief determines a change is necessary. Such change shall be submitted to the union in advance and the union may provide input regarding the change for the consideration of the Chief. Employees who carry a firearm shall be required to remain certified as required by the New Mexico Law Enforcement Academy. The City shall furnish ammunition for required certification and training.

Section 5 TIME OFF TO VOTE

Employees who are registered and eligible to vote will be scheduled and allowed sufficient time to vote upon their request. Such time may not be used for any other purpose. The City may verify if the time was used to vote. Public Safety employees are encouraged to use the early voter method to vote while off duty, however that is not mandatory.

Section 6 TRAINING AND EDUCATION

The City recognizes that when employees pursue additional job related training, achieved higher education, or have a Degree in a related field, it serves to improve the quality of services provided. For those employees' with aspirations to obtain a higher education while on their off-duty hours the City shall provide educational benefits in accordance with the following paragraphs. For those employees' with a post-secondary education the City shall provide compensation in accordance with paragraph D below.

- A. Training required by the City shall be paid for by the City.
- B. Training requested by the employee which job is related may be paid for by the City if recommended by the Chief and approved by the City Manager so long as funds are budgeted and available.
- C. Employees may request and if recommended by the Chief and approved by the City Manager, employees may be granted reimbursement for off duty job related training or classes if;

1. The City shall make every attempt to accommodate those employees' work schedule to make their educational class commitments. However, this is language not to be used to break up an employee's scheduled work day.
2. Reimbursement for individual training or classes shall be contingent upon completing with a passing grade.
3. The employee shall commit to continue employment with the City for at least one (1) year after the completion of the training.
4. The employee shall agree in writing to reimburse the City for all educational expenses incurred by the City as it relates to the training or classes, if he/she fails to complete the one (1) year of service following the completion of the training or classes. This would be only applicable within the one (1) year time period in the event of the employee's voluntary or involuntary termination of employment with the City.

D. For those employees that possess or have earned a College Degree in a related law enforcement field shall be compensated in the following manner:

Associate Degree One (1) step increase in pay

Bachelor's Degree One (1) step increase in pay

Master's Degree One (1) step increase in pay

Doctorate's Degree One (1) step increase in pay

A maximum of one (1) setup increase shall be allotted to an employee that has achieved a secondary education degree. Stacking of educational degrees shall not be permitted, only the highest degree shall be used for compensation.

Section 7 MATERNITY LEAVE

Maternity leave will be handled in accordance with the Family Medical Leave Act.

Section 8 MILITARY LEAVE

Military leave will be handled in accordance with appropriate State and/or Federal Law.

Section 9 ANNUAL MILITARY TRAINING

Annual military training leave will be handled in accordance with State law and City Rules and Regulations/Departmental Policy.

Section 10 LEAVES OF ABSENCE WITHOUT PAY

A. When a regular full time employee has demonstrated a need for an extended leave of absence without pay, such leave may be granted for a period of time not

to exceed one (1) year, subject to the recommendations of the Chief and the approval of the City Manager.

B. During such leave the employee's position may be filled. Prior to the expiration of the approved leave, the employee may request reinstatement. The employee may be reinstated in the position vacated by the employee if the position is vacant. If the position is not vacant the employee may be offered another vacancy within the Department for which the employee is qualified. If no positions are available, the employee shall be eligible for recall to duty for a period of one year.

C. Failure on the part of the employee to request reinstatement prior to expiration date of leave or failure to accept an offer of employment shall constitute just cause for refusal of reinstatement and the employee may be terminated from employment.

D. Short term approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time/seniority.

E. Such leave without pay may not be granted for the mere purpose of accepting other employment.

Section 11 EMPLOYMENT DISCRMINATION

The parties agree and recognize that harassment in the forms of either gender, sexual, race, ethnicity, religion, sexual orientation, gender identity, disabilities or the creation of hostile environment are a form of discrimination and it violates City Personnel Rules and Regulations, State law and Federal law. It is demeaning to employee(s) subjected to such conditions and is destructive to the work place environment. Harassment of any City employee(s), agent, representative or other persons who works subordinate to the control of either party is explicitly forbidden. The parties shall abide by all appropriate rules, regulations or laws prohibiting discrimination.

Section 12 EMPLOYEE SAFETY AND HEALTH

The parties agree that the safety and health of its employees are of primary concern. The parties also believe that good safety and health practices are in the best interest of the public as well as the employees. To this end the parties will continue to promote awareness for safe and healthy work habits and attitudes, promote awareness of health hazards and promote the adherence to applicable laws, safety rules and regulations.

Since this is a primary concern of both the City and Association, a Safety and Health Committee will be formed. This committee shall consist of two representatives from the City and two representatives from the Association. The Committee shall meet once a month to discuss Safety and Health issues, if

needed, but at least once a quarter. Recommendations from the Committee would go through the Chain of Command to the City Manager.

SAFETY AND HEALTH MEETINGS

The parties including the employees will bring hazardous conditions that exist in the work place to the attention of the other party. The parties will meet at mutually agreed upon times and places to discuss safety and health Issues of mutual concern.

Section 13 CREDIT UNION

The Credit Union offers an opportunity to save regularly through payroll deductions. Members of the Credit Union may borrow money, subject to the requirements of the Credit Union, at reasonable interest rates. Employees may become a member of the Credit Union by completing a membership card and payroll deduction card. The City will make such payroll deductions for the City sponsored Credit Union.

Section 14 PHYSICAL EXAMINATIONS

Employees may be required to take and pass a medical examination at any time to determine their mental or physical capabilities to perform their assignments satisfactorily. Written documentation requiring the employee to take the examination will be provided to the employee and such examinations will be at no cost to the employee and will be performed by medical personnel selected by the City. Employees may take a medical examination with a physician of their choice at their expense. If it is determined by the City that an employee cannot perform his/her duties the employee will be afforded any rights he/she is eligible for under the American with Disabilities Act.

Section 15 COMPENSATION

A. The Department Pay plan as designated by the City with the distinct identification of Collective Bargaining Unit classification levels, all affected employees shall be initially placed on the date of execution of this contract. Effective with the approval of the City Manager all members of the bargaining unit shall receive a one-time non-recurring lump sum payment of \$500. This amount is subject to all taxes and statutory deductions. All applicable Specialty and Educational benefits shall apply in accordance with the preceding Sections or the following paragraphs.

Certified OfficersAttached as Appendix A

Patrolman First Class (PFC)Attached as Appendix A

Sergeants Attached as Appendix A

B. SPECIALTY PAY: During the term of this agreement the Employer shall compensate those employees for voluntary or involuntary assignment to the

following Specialty classifications. The Employer shall increase the designate employee one (1) step from their initial base pay in addition to educational benefits, if any. The City will attempt to ensure that those employees' scheduled for these Specialty duty assignments are implemented in payroll and correctly compensated. It is the employee's responsibility to notify their supervision when this does not occur. Only regularly scheduled employees shall be compensated.

Emergency Response Team (ERT) maximum of 10 members

K-9 Officers

Field Training Officer (FTO)

Investigations

Key Operator

C. Court Pay -Court pay compensation shall be handled in accordance with current department policy.

D. Vehicle Home Take Allowance -Vehicle take home by off duty department employees shall be handled in accordance with current department policy. Any changes to the department policy shall be mutually agreed upon prior to the implementation.

E. Promotions -From a Non-Certified to Certified classification, the officer shall be placed in the lowest step in the Certified classification pay grade. For those officers that started with the department, the promotion from a Certified to a Patrolman First Class shall occur at Step 4 of the pay grade where the officer shall have a minimum of one (1) year at this pay grade and on the subsequent year shall be moved vertically in classification plus one step. An officer that entered the department as a lateral transfer will be placed into the Certified classification where upon achieving the fifth (5th) step for a minimum of one (1) year at this pay grade, shall on the subsequent year shall be moved vertically in classification to the same step in the Patrolman First Class pay grade classification. Promotions from a PFC classification to a Sergeant shall be handled in accordance with Section 36 (Filling of Vacancies). Once the officer has passed the written and oral testing, the promotion shall be to move vertically in classification from the PFC classification to the same step in the Sergeant's pay grade classification.

F. Briefing will be held at the beginning of the shift.

Section 16 VACATION AND VACATION ACCRUAL HOURS

A. Vacation leave accrual shall be accumulated in accordance with the following table for continuous service from the initial date of employment.

B. The maximum number of vacation accrual hours shall be two hundred ninety-four (294) hours.

C. Upon separation from employment with the City, the employees shall be fully compensated for all their accrued unused vacation hours up to a maximum of two hundred ninety-four (294) hours.

D. In the event of an employee's death while on duty and currently employed by the department, the employee's estate shall be fully compensated for the accrued unused vacation hours up to a maximum of two hundred ninety-four (294) hours.

Section 17 SENIORITY

A. Except for sections which contain specific different definitions in this agreement, seniority is defined as follows:

Higher ranks have seniority over junior ranks. The employee with the most continuous service within rank is senior within that given rank. For the purposes of breaking a tie in seniority, the first criteria to be applied shall be continuous service with the Department, with the employee with the most continuous time being senior. Should the continuous service with the Department be identical, then the tie will be broken by the use of the employee numbers or lottery numbers, whichever is applicable. The employee with the lowest number is senior. The term "continuous service" shall be interpreted to mean total service from his date of last hire as an employee of the Department.

B. When cut backs occur, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:

1. The needs of the Department
2. The skills of the employee
3. All things being equal, seniority will be considered.

Section 18 HOLIDAYS

A. The following designate national holidays shall be observed by the employees of this bargaining unit.

- i. New Year's Day
- ii. Martin Luther King's Birthday
- iii. President's Day (phase back in 2010 and become permanent thereafter)
- iv. Memorial Day (phase back in 2009 and become permanent thereafter)
- v. Independence Day
- vi. Labor Day (phase back in 2009 and become permanent thereafter)
- vii. Veteran's Day (phase back in 2010 and become permanent thereafter)
- viii. Thanksgiving Day
- ix. Friday after Thanksgiving Day
- x. Christmas Eve (phase back in 2011 and become permanent thereafter)
- xi. Christmas Day

- B. Each year the City Manager shall publish the actual days and dates on which the holidays will be observed by the City.
- C. Employees assigned to work on a holiday will receive double time pay for the actual hours worked on a holiday.
- D. Employees whose normal work schedule requires them to work on a holiday which falls on a Saturday or Sunday will observe the actual holiday.
- E. Employees whose normal day off falls on the holiday shall have an alternate day off identified and schedules as per the mutual agreement of the employee and the supervisor.

Section 19 SICK LEAVE HOURS

Paid sick leave is a benefit provided by the City for the use by the employee during a period of illness, sickness or medical treatment of the employee that prevent the employees from performing their assigned duties and for purposes identified in this section dealing with sick leave. It is the responsibility of supervisors and management personnel to verify that sick leave is appropriately utilized. Failure of the employee to cooperate completely in any investigation initiated by management regarding sick leave requested by the employee shall result in the denial of paid leave and possible disciplinary action. Abuse of this benefit will result in disciplinary action including possible dismissal.

- A. Time off due to personal illness, injury, or medical treatment (including pregnancy and childbirth), prescheduled doctor's and dentist's appointments, and other related medical conditions may be charged to sick leave as provided. Absence from work to care for an ill or injured member of one's immediate family may also be charged to sick leave.
- B. Employees will accrue sick leave at the rate of three point eight seven five (3.875) hours of sick leave per pay period for a total of one hundred (100) hours per year.
- C. The maximum sick leave accrual is one thousand five hundred (1500) hours.
- D. Employees may cash in up to one hundred eight (108) hours of sick leave accrual over six hundred (600) hours at fifty percent (50%) of the employee's regular rate of pay. Such cash out shall be requested during the 1st full pay period in December.
- E. Sick leave is subject to the approval of the supervisor and must be requested prior to or at the beginning of the first work day and each successive work day the employee is absent, except when the employee has submitted a statement from a medical provider which justifies the absence and identifies the duration of the absence. When an interwoven combination of Sick and Vacation leave are used to fulfill a pay period, then it shall be subject to the approval of the Supervisor and the Chief (or their designee); and all aspects for the use and

justification of Sick leave shall still apply as defined in the paragraphs within this Section.

F. The employee will be required to provide medical documentation for all absences longer than five (5) consecutive business days. The medical provider's statement may be required prior to the approval of any paid sick leave when sick leave abuse is suspected and supported by patterns of usage, such as, but not limited to, repeated sick leave use on the day before and/or the day after the employee's days off.

G. Specific use of accrued sick leave will be made available for use upon separation of employment for retirement under PERA. See Section 23 for specifics.

Section 20 HOURS OF WORK AND OVERTIME

A. Field officers shall work a twelve (12) labor hour work day, if a change to the shift schedule is needed, then input from the Association shall be requested and received prior to the implementation of the proposed change, and this is from the Association and not those individuals affected within the Department.

B. The normal work week will consist of forty-two (42) labor hours.

C. Employees will be compensated at the rate of time and one half for all hours actually worked in excess of forty-two (42) in a work week in accordance with Fair Labor Standards Act (FLSA).

D. Compensatory time at the rate of one and one half the hours worked in excess of 84 hours per 14 day pay period may be paid in lieu of monetary compensation subject to the mutual agreement of the employee and the Chief or his designee. The maximum comp accrual is 96 hours per personnel rule.

E. Rest breaks in the amount currently approved by the Chief will continue in effect for the duration of this agreement.

F. Lunch breaks are paid time and will be scheduled as time permits.

G. For purposes of hours worked, vacation and sick leave hours will be considered as hours worked.

Section 21 EXTRA DUTY ASSIGNMENTS

A. Extra duty assignments will be posted within the department on the briefing room bulletin board.

B. Employees wishing to work the extra duty assignment will sign up for such assignment. If an insufficient number of officers' sign up for extra duty assignment, assignments will be made by the Chief from off duty employees in as far as posting.

C. No employee will be allowed to sign up for extra duty assignments prior to the assignments being posted.

Section 22 OUTSIDE EMPLOYMENT

Employees shall consider the City of Gallup as their primary employer. Employees may request approval to participate in outside employment. Outside employment is subject to the recommendation of the shift commander and the Chief of Police and the approval of the City Manager. The factors considered in reviewing requests for outside employment are the employee's performance, attendance, number of hours to be worked in outside employment and whether a conflict of interest exists.

Section 23 RETIREMENT BENEFIT

The City has adopted plan five (5) of the New Mexico Public Employee's Retirement Association (PERA) program for Sworn Police Officers. The employee is advised to check with PERA directly to evaluate their options for retirement.

A. Upon or at the time of retirement, those employees enrolled in the PERA retirement plan, may cash out up to one thousand (1000) hours of accrued sick leave at the rate of thirty-three percent (33%) of the employee's regular rate of pay. No other payment for accrued sick leave will be made upon separation of employment.

Section 24 OFFICERS LIABILITY PROTECTION

A. Pursuant to 41-4 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the City shall provide protection to officers from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.

B. Adequate legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M. S.A. (1978), as amended.

C. In the event that a member of the Association or Gallup Police Department personnel would not be insurable for whatever circumstance by the City's Self-Insurer fund that individual's obligation would be to resign from the Gallup Police Department. In the event that a resignation is not tendered and depending on the recommendation of the City's Self-Insurer and concurrence by the Chief, Gallup Police Department personnel could be allowed to remain a City employee in a reduced position with limited duties. In addition, it would be the City's right to reevaluate the individual's salary compensation commensurate with the current duties relative to the designated position's job description.

Section 25 INSURANCE COVERAGE

A. The City offers a group Medical insurance plan to regular full time employees who have completed one month of continuous active service within the Police Department.

a. For the term of this contract the City shall pay sixty percent (60%) of the Medical insurance premium cost and the employee shall pay the matching forty percent (40%) of the Medical insurance premium cost.

b. The City offers an additional supplemental Medical insurance plan provided by the American Family Life Assurance Company of Columbus (AFLAC). However, the employee shall pay one hundred percent (100%) of this supplemental Medical insurance premium.

B. The City shall provide life insurance policy coverage in the base amount of twenty thousand dollars (\$20,000.00) with an accidental death and disability rider that increase the total policy value to forty thousand dollars (\$40,000.00) for each employee within the department.

a. For the term of this contract the City shall pay sixty percent (60%) of the life insurance premium cost and the employee shall pay the matching forty percent (40%) of the life insurance premium cost.

b. The Employees shall designate their beneficiary at the time of enrollment.

C. The City offers a group Dental insurance plan to regular full time employees who have completed one month of continuous active service within the Police Department.

a. For the term of this contract the City shall pay sixty percent (60%) of the Dental insurance premium and the employee shall pay the matching forty percent (40%) of the Dental insurance premium.

D. The City offers a group Vision insurance plan to regular full time employees who have completed one month of continuous active service within the Police Department.

a. The employee shall pay one hundred percent (100%) of the Vision insurance premium.

Section 26 WORKER'S COMPENSATION PLAN

The Employer shall provide coverage for work related injuries and illnesses in accordance with Section 52-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Worker's Compensation Act.

A. Employees are covered under the provisions of the New Mexico Worker's Compensation Act.

B. Employees injured in the line of duty shall be considered for benefits under the New Mexico Worker's Compensation Act.

C. The department shall make every attempt to place employees injured in the line of duty into Light Duty Capacity (departmental Standard Operating Procedures SOP) positions within the Department or throughout the City facilities, at one hundred percent (100%) of their regular pay upon medical release and/or the recommendation of a licensed medical professional; at the earliest possible time.

Section 27 JURY DUTY AND WITNESS PAY

On days he/she would otherwise have worked, an employee shall be given necessary time off without loss of pay for jury or witness duty. Fees received for jury duty (other than meal or travel allowances) shall be returned to the City.

A. WITNESS PAY (EMPLOYEE RELATIONS HEARINGS)

Time off with pay will be granted to an employee who appears before a court, public body or commission as a witness on behalf of the City.

Section 28 ON CALL AND CALL BACKS

A. Employees on call shall be compensated with five (5) hours of overtime pay, per week, if on call. These employees are those in the Investigations Division.

B. Employees called back to work after having left the worksite will be compensated in accordance with the current department Standard Operation Procedures.

C. The determination as to the need for on call or call back will be made by the Chief or his designee.

Section 29 CHECK-OFF AUTHORIZATION

A. The City, for the duration of this agreement, shall take dues deductions from bargaining unit employees who sign voluntary dues deduction authorization forms. Such deductions will be taken each pay period in the amount identified by the President of the Association and the authorization forms must be submitted to the City payroll office at least 10 days prior to the effective date of the deduction.

B. The City shall forward the collected dues amount withheld from the employee's paychecks to the Association. The Association shall designate where funds are to be sent or transferred to. A mutually agreed upon Payroll Deduction Fee shall be established whereby the City shall be compensated for this service to the Union. The shall have the right to audit the auto deduction process annually to determine the amount of funds removed from the Association employee's pay check and sent over to the Association in accordance with the employee's request.

C. The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for the purpose of complying with this section.

Section 30 MANAGEMENT RIGHTS

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, the employer's rights shall include, but are not limited to, the following:

- A. To direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
- B. To determine qualifications for employment and the nature and content of personnel examinations;
- C. To take actions as may be necessary to carry out the mission of the employer in emergencies; and
- D. To determine what, by whom, and when services will be provided to the citizens;
- E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
- F. These rights shall not be diminished or subjugated by any expressed or implied duty to bargain.
- G. The employer retains all rights not specifically limited by a collective bargaining agreement.

Section 31 LAY OFF AND RECALL

- A. In event that layoff is necessary; the City shall provide the Association an opportunity to suggest alternatives.
- B. When it is necessary to have a reduction in work force; officers will be laid off in reverse order of seniority.
- C. Officers laid off due to a reduction in force will be called back to work in their seniority order.
- D. The term "seniority" for the purpose of this section shall mean time in rank. In situations where officers are required to bump into a lower rank, the officer moving to the lower rank shall be considered senior in that rank and his/her pay shall be reduced to reflect the appropriate rate of pay for the lower rank. As officers are called back the officers assigned to lower ranks will be returned to the former rank, in order of seniority as the position becomes available.
- E. Employees must provide and maintain a correct mailing address. Failure to provide a correct address shall result in a forfeiture of any recall right. The employee may remain in layoff status for a total of twelve (12) calendar months.

The employee is not recalled within twelve (12) months or if the employee rejects a position offered to the employee, the City shall have no further employment obligation to the laid off employee and the employee will be terminated.

Section 32 INTERNAL AFFAIRS

A. The Internal Affairs Unit is established as staff investigative body, responsible to the chief, for the purpose of conducting administrative investigations.

B. This section establishes the guideline for conduct of Internal Affairs interviews and interrogations. The existence of the Internal Affairs Unit does not lessen a commanding officer's authority or responsibility. The following guidelines shall apply to Internal Investigations.

1. The interrogation of a police officer will normally be conducted when the officer is on duty or during the officer's working hours, unless the urgency of the investigation requires otherwise;
2. Interrogation will take place normally at the police station, unless the urgency of the investigation requires otherwise;
3. If an officer is directed to leave his/her post and report for an interview, the officer shall immediately notify his/her supervisor.
4. An officer will be afforded the opportunity to consult with counsel before being questioned provided the interrogation is not delayed more than two (2) hours. Counsel or another person of his/her choice may be present during the interview.
5. The officer under investigation will be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation.
6. An officer will be informed of the nature of the investigation, and the names of all known complaints shall be disclosed to the officer unless the chief administrator of the officer's employer determines that the identification of the complainant shall not be disclosed because disclosure would jeopardize or compromise the integrity or security of the investigation. In the event that disciplinary action is taken against the employee and the employee files a grievance the complainant/charging party will be made known to the employee.
7. Each interrogation session shall not exceed two (2) hours unless the parties mutually consent to continuation of the session and there shall not be more than two (2) interrogation sessions within a twenty-four (24) hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one (1) hour rest period between the sessions. An officer shall be allowed to attend to physical necessities as they occur in the course of an interrogation session. The combined duration of an officer's work shift and any interrogation session shall not exceed fourteen (14) hours within a twenty-four (24) hour period, unless the urgency of the investigation requires otherwise.
8. An officer shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session.

9. Any interrogation of an officer shall be recorded, either electronically or by a stenographer, and the complete interrogation shall be published as a transcript. Any recesses called during the interrogation shall be noted in the transcript.
10. An accurate copy of the transcript or tape shall be provided to the officer upon written request, no later than fifteen (15) working days after the investigation has been completed.
11. After reviewing all the information collected in the course of an investigation of a peace officer, the chief administrator of the officer's employer may order the officer to submit to a polygraph administered by a licensed polygraph examiner, provided that all other reasonable investigative means have been exhausted and the complainant has agreed to and taken a polygraph examination and the officer has been advised of the administrator's reasons for ordering the polygraph examination.
12. A peace officer may file a written response to any document containing adverse comments entered into his personnel file and the response shall be filed with the officer's employer within thirty (30) days after the document was entered into the officer's personnel file. A peace officer's written response shall be attached to the document.
13. When any peace officer is under administrative investigation and a determination is made to commence a criminal investigation, he/she shall be immediately notified of the investigation and shall be afforded all the protections set forth in the bill of rights of the United States and New Mexico constitutions.
14. In the event it is determined that the complainant falsified his/her statements, the department may take whatever action is deemed appropriate and the officer at his/her discretion may pursue legal remedies against the complainant.
15. Any officer who knowingly withholds evidence or information pertaining to an investigation will have provided just cause for disciplinary action including dismissal.
16. All files and reports of investigations by the Internal Affairs Unit are confidential. They are intended for the exclusive use of the Chief, the City Manager and the City's legal representative. An individual officer shall have the right to review his/her own files, along with a personal representative if requested in writing. If the investigation results in departmental charges being filed against the officer, that officer, shall be provided access to all reports of the investigation which will contain all known material facts of the matter including tape recordings.

Section 33 DISCIPLINARY ACTION

A. In the event that an investigation warrants possible implementation of disciplinary action against an employee, if the investigated employee so requests, the Association may designate a representative to participate at all stages of the grievance process.

1. The employee and/or Association Representative shall be afforded the opportunity to a pre-determination hearing before their immediate supervisor or their designee. Such a hearing shall be officially documented and recorded.
2. Every attempt will be made by the supervisory personnel in common everyday language to inform the employee involved in the investigation of the incident and Department's course of action. The language need only be specific enough to notify the employee of the alleged misconduct.
3. The employee shall be provided with copies of the written charges.

B. When disciplinary action has been proposed, the action may include anyone of the following types, or all. In any case transcription of the incident(s) and disciplinary action(s) shall be in a written format and entered into the employee's departmental or official personnel files.

1. Written reprimands
2. Suspension
3. Demotion
4. Dismissal

C. An employee shall be progressively disciplined if appropriate; however the employer has the right to determine at which level of progression the discipline will be imposed and it shall be determined on a case-by-case basis depending on the seriousness of the infraction(s).

1. Once a decision to discipline has been made, the Chief may postpone the disciplinary action up to forty-five (45) days due to extenuating circumstances that affect the employee or the employer.

D. Disciplinary actions may be appealed through the grievance procedures identified in this agreement.

E. Sergeants have no authority to exercise administrative discipline over Association Board Members, but may make a recommendation based upon their personal observations regarding misconduct by another officer. Any disciplinary matters regarding Association Board Members shall be automatically referred to a lieutenant or other superior officer for investigation and action. However, this provision above shall not prevent a Sergeant from fulfilling or exercising their technical supervisory duties.

Section 34 GRIEVANCE AND APPEAL PROCEDURES

- A. A grievance is defined as any written dispute which may arise between the Parties regarding disciplinary actions resulting in written reprimands through dismissal or a violation of this agreement.
- B. The employee may file a written grievance within seven (7) days of the date the employee knew or should have known of the issue that generated the disciplinary action or alleged violations of the collective bargaining agreement. Failure to do so will result in the grievance being null and

void. If the employer does not respond within the specified time limits, then an automatic appeal to the next grievance level will be guaranteed to the employee. Every attempt will be made to resolve the issue with the employee's at the lowest level of supervision. Throughout the whole grievance process, the employee shall have the right, if elected, to have a member of the Association present at all meetings.

C. Grievance process:

Step 1. A pre-determination hearing shall be held with the employee whereby their immediate supervisor (rank of lieutenant or above) shall present the facts of the incident and give the employee the opportunity to respond. Within seven (7) days of this predetermination hearing, the employee's immediate supervisor (rank of Lt. or above) shall determine a course of action and a follow-on meeting shall be scheduled with the employee to impose the disciplinary action, if any. In the event that the employee disputes the disciplinary action imposed by their immediate supervisor, the employee shall file a written grievance within seven (7) days of the date the discipline meeting. The grievance shall be filed with the Chief of Police or the designated department representative.

Step 2. The Chief or his designee shall schedule a meeting with the grievant and his/her representative, if the employee has chosen to be represented, in an attempt to resolve the grievance. Within seven (7) days of the Chief's meeting, the Chief or his designee will render a written decision. If the employee (grievant) is not satisfied with the decision of the Chief, the employee may appeal the grievance to the City Manager within seven (7) days of the Chief's decision.

Step 3. The City manager or his designee will schedule a meeting with the employee and his/her representative, if the employee has chosen to have representation, in an attempt to resolve the grievance. Within seven (7) days of the City Managers meeting the City Manager or his designee will render a written decision. If the employee is not satisfied with the City Manager's decision, the Association and the employee (grievant) may within seven (7) days of the City Manager's decision, give notice to the City that the issue needs to be resolved by arbitration.

Arbitration -The arbitration proceeding shall be conducted by an experienced labor management relations arbitrator to be selected by the City and the Association. The Federal Mediation and Conciliation Service (FMCS) shall be requested by the Parties to provide a list of eligible arbitrator names. If the Parties fail to agree on specific arbitrator name from the supplied list, then a flip of a coin will determine who strikes the first name from the eligible list. The Parties will then alternate selection of striking names from the list until one name is left which that person shall be chosen as the Arbitrator. The decision of the Arbitrator shall be final and binding on both the Parties. The cost of the arbitration will be borne equally by both Parties.

Section 35 BARGAINING UNIT EMPLOYEES

A bargaining unit employee is an employee who occupies a position within the department that has been identified as appropriate for inclusion in the bargaining unit and who has completed the required twelve (12) month probationary period.

Section 36 FILLING OF VACANCIES

- A. A vacancy is an eligible bargaining unit vacant position that the Department decides to fill from the pool of eligible employees.
- B. Promotional opportunities/vacancies within the bargaining unit will be posted on the departmental bulletin boards for a period of seven (7) calendar days. Qualified employees interested in being considered for the vacancies will submit a written request prior to the application deadline. If an employee is on approved leave during the posting period, the employee will be allowed to apply upon return to duty if the request is submitted prior to the designated testing date. To be qualified for promotion, the employee must have a minimum of five (5) years in Law Enforcement and three (3) years minimum service with the Gallup Police Department.
- C. Qualified employees who submit a timely application shall be eligible to compete in the promotional process.
- D. The police rank within the bargaining unit hierarchy promotion process will consist of validated law enforcement written and oral examinations.
 - a. The written examine shall be administered and validated by City Of Gallup's Human Resources Department.
 - i. The written assessment shall be a valid Law Enforcement examination.
 - ii. The top fifty percent (50%) of the candidates who are tested in the written examination may proceed to the structured oral and/or practical exam.
 - b. A structured law enforcement oral examination and/or a practical examination shall be conducted by one person from the Gallup Police Department, and two others from other law enforcement agencies.
 - i. The Oral examination shall include a review of the employee present and past performance evaluations.
- E. Employees who participate in the written and oral examinations shall be ranked in order of their combined scores. The highest to lowest score shall be tabulate onto a promotion list. The employee with the highest combined scores shall be promoted to the next successive rank.
 - a. The promotion list shall expire in eighteen months from when established or at the time when the last participant is promoted, which ever event occurs first. Once the promotion list is emptied or expired, the departmental shall within a reasonable time period re-establish the promotion list.

Section 37 STAFFING

It is recognized that it is the right of the Employer to set and determine the number of employees to be employed in each job classification. The Association supports attempts to insure that sufficient personnel and resources are available to accomplish the delivery of timely and safe service to the citizens of Gallup.

Section 38 CITY OF GALLUP AND POLICE DEPARTMENT REGULATIONS

The Department may amend or expand current rules and regulations which directly affect or may affect bargaining unit employees provided provisions of this Agreement or any Memorandum of Understanding signed by the parties are not violated.

Prior to the implementation of any new or amended rule or regulations (S.O.P.), the Association President will be provided a written copy of such material and will be afforded the opportunity to provide written or oral input to the Policy and Procedures Review Board, unless the change or new material is due to an emergency. In emergency situations new or amended rules and regulations (S.O.P.) will be implemented immediately.

Section 39 CONTRACT INCLUDES ENTIRE AGREEMENT

The parties agree that they have had the opportunity to negotiate on all issues introduced for negotiations and it is understood and agreed by and between the parties, hereto, that this Agreement is the complete and only agreement between the parties and supersedes any and all previous agreements. The City and the Association may upon mutual agreement and negotiations agree to a Memorandum of Understanding (MOU) which may change provisions of this contract.

A master copy of the Agreement will be provided to each party and each party is responsible for making and distributing copies to their constituents.

Section 40 SAVINGS CLAUSE

Should any part of this agreement or any provision contained herein be declared invalid by a Court of competent jurisdiction, the validity of the remaining portions of this contract shall not be affected. Should this occur, either party may request, in writing within ten (10) days of the notice of invalidation, the negotiation of replacement language for the provision declared invalid.

Section 41 TERMS OF AGREEMENT

This Agreement shall last for term of thirty-six (36) months beginning with the date of execution by both parties. Reopening of negotiations shall occur over the next two years for economic issues and one non-economic issue in November of each year, and a complete reopening of negotiations in November of 2018.

Section 42 INDEMNIFICATION

The Association shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by its Board or the Association for the purpose of complying with this agreement.

ACCEPTED AND AGREED:

<i>GALLUP POLICE OFFICERS ASSOCIATION</i>	
By: _____ PRESIDENT	Date: _____
By: _____ SECRETARY	Date: _____

ACCEPTED AND AGREED:

<i>CITY OF GALLUP</i>	
By: _____ Maryann Ustick, City Manager	Date: _____
By: _____ George W. Kozeliski, City Attorney	Date: _____
Attest:	
By: _____ Alfred Abeita, City Clerk	Date: _____

City of Gallup and Gallup Police Officers Association Agreement

Amount	2184	2000	2184	2000	2184	2000
Hours Step Increase	1.0300	1.0300	1.0205	1.0200	1.0150	1.0150

Step	1	2	3	4	5
Hourly Per Annum	13.28	14.09	14.95	15.81	16.68
Range Increase	29.003.52	30.772.56	32.650.80		

Range Increase 15.06% 15.05% 15.05%

Step	Active 2nd Year of Contract																							Active 3rd Year of Contract	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Hourly Per Annum	15.28	15.74	16.21	16.70	17.20	17.72	18.25	18.80	19.36	19.94	20.55	20.77	21.20	21.63	22.07	22.52	22.98	23.45	23.93	24.42	24.92	25.43	25.95	26.48	
Range Increase	33.371.52	34.376.16	35.402.64	36.472.80	37.584.00	38.700.48	39.858.00	41.059.20	42.282.24	43.548.96	44.844.40	45.361.68	46.300.80	47.239.92	48.200.88	49.183.68	50.188.32	51.214.80	52.263.12	53.333.28	54.425.28	55.539.12	56.674.80	57.832	

Step	Active 2nd Year of Contract																							Active 3rd Year of Contract	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Hourly Per Annum	17.10	17.61	18.14	18.68	19.24	19.82	20.23	20.64	21.06	21.49	21.93	22.38	22.84	23.31	23.79	24.28	24.78	25.29	25.81	26.34	26.88	27.43	27.99	28.56	
Range Increase	37.346.40	38.460.24	39.617.76	40.797.12	42.020.16	43.286.08	44.182.32	45.077.76	45.995.04	46.924.16	47.895.12	48.877.92	49.882.56	50.909.04	51.957.36	53.027.52	54.119.52	55.233.36	56.369.04	57.526.56	58.705.92	59.907.12	61.130.16	62.375	

Step	Active 2nd Year of Contract																							Active 3rd Year of Contract	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Hourly Per Annum	20.05	20.46	20.88	21.31	21.75	22.20	22.66	23.12	23.59	24.07	24.56	25.06	25.57	26.09	26.62	27.17	27.73	28.30	28.88	29.31	29.75	30.20	30.65	31.11	
Range Increase	43.789.20	44.894.64	45.601.92	46.541.04	47.505.00	48.484.80	49.489.44	50.494.08	51.520.56	52.568.88	53.639.04	54.731.04	55.844.88	56.980.56	58.138.08	59.339.28	60.582.32	61.807.20	63.073.92	64.013.04	64.974.00	65.958.80	66.979.40	67.944	

Discussion/Action Topic 8

- a. Approval of Lease Agreement with Elk Country Ranch, LLC for Animal Shelter; and
- b. Public Notice Given Pursuant to Section 10-16-7 of the Governmental Conduct Act that a Public Officer or Employee, Namely Cosy Balok, has a Substantial Interest in an Entity, Namely Elk Country Ranch, LLC, with Whom the City of Gallup is Going to Contract with for the Lease of Property

George Kozeliski, City Attorney



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Lease for Animal Shelter
DEPT. OF ORIGIN: City Attorney's Office
DATE SUBMITTED: SUBMITTED BY: George W. Kozeliski, City Attorney

Summary: City staff and county representative viewed the two possible sites for the animal shelter and animal control to work out of. The cost of renovating the property on Dee Ann street was prohibitive and the city's facility manager had misgivings about the site. The city attorney has negotiated the attached lease with Dr. Clint Balok and the county attorney has reviewed it and is in agreement the terms. This lease will involve a city employee, namely Cosy Balok, who has an financial interest in the leased property and public notice under the Good Government Conduct Act will be given at the meeting of the same.

Financial Impact: Annual lease payments of \$51,600.

Approved: Patty Holland
Finance Department

Attachments: Lease Agreement

Legal Review: Prepared Lease agreement

Approved As To Form: [Signature]
City Attorney

Recommendation: Approval of lease.

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: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between **ELK COUNTRY RANCH, LLC**, a New Mexico limited liability company, whose address is P.O. Box 4414, Gallup, New Mexico 87305, hereinafter referred to as **Lessor**, and **CITY OF GALLUP, NEW MEXICO**, a New Mexico municipal corporation, whose address is P. O. Box 1270, Gallup, New Mexico 87305, hereinafter referred to as **Lessee**.

WITNESSETH:

1. **DEMISE OF PROPERTY.** **Lessor** hereby leases to **Lessee**, and **Lessee** hereby leases from **Lessor's**, that property located at 1315 #B Hamilton Road, Gallup, McKinley County, New Mexico, legally described as Lot 2A, of Replat No. 1 of the Balok Addition to the City of Gallup, more particularly described on the floor plan and site plan attached hereto and made a part hereof as Exhibit 1, said leased premises containing a building, corrals, parking and fencing. The property is improved with an animal shelter building containing approximately 6,400 square feet which is included in this Lease as part of the property. **Lessee** has inspected the same and, by the execution of this Lease, accepts the same in its present condition.
2. **TERM.** The term of this Lease shall be for three (3) years and begin on July 1, 2016, and unless terminated or extended shall end on June 30, 2019.
3. **RENT.** **Lessee** covenants and agrees to pay to **Lessor** as rent for the property during the term hereof the sum of Four Thousand three hundred and no/100 (\$4,300.00) Dollars per month payable on the first day of each month commencing July 1, 2016.
4. **RENEWAL OPTION.** **Lessee** shall have the right and option to renew this Lease for an additional three (3) year period from July 1, 2019, through June 30, 2022 by giving **Lessor**

written notice of its election to exercise such right and option on or before December 31, 2021.

Should **Lessee** exercise said option, the monthly lease rate for the extension shall be as follows:

a) July 1, 2019 – June 30, 2021 - \$4,400 per month

b) July 1, 2021 – June 30, 2022 - \$4,500 per month

5. **END OF LEASE.** At the end of the term of this Lease, or any extension or renewal thereof, said building and other improvements shall be delivered back to **Lessor** in as good condition as when received by **Lessee**, ordinary wear and tear excepted.

6. **USE.** **Lessee** may use the leased premises for the purpose of an animal control and animal shelter facility and related services only and **Lessee** agrees to conform and comply with all applicable county, state and federal ordinances, laws, rules and regulations in using the said premises; and not to use or suffer to be used the premises in any manner in contravention of any applicable county, state or federal ordinances, laws, rules and regulations or so as to create any nuisance. The premises shall not be used to provide public veterinary services to include animal exams, medicine, dentistry and surgery.

7. **CONDITION OF PREMISES AND REPAIRS.** **Lessee** hereby agrees and covenants with **Lessor** that **Lessee** has examined the said premises prior to the execution hereof, knows the condition thereof, and acknowledges that **Lessee** has received the said demised premises in good order and condition and that no representation or warranty as to the condition or repair of the said premises has been made by **Lessor** and, at the expiration of the term of this Lease, or any renewal or extension thereof, **Lessee** will yield up peaceably the said premises to **Lessor** in as good order and condition as when the same were entered upon by **Lessee**, loss by fire, damage by the elements, and reasonable use and wear excepted; that **Lessee** will keep the said premises in good order and repair during the term of this Lease, or any extension or renewal thereof, at

Lessee's own expense and will repair and replace any and all damage that may occur from time to time. **Lessor** make no warranty as to the building's compliance with American Disability Act (ADA) requirements, and should, during the term of this Lease or any extension thereof, the building's compliance with ADA requirements be brought to the attention of **Lessor** or **Lessee** by any governmental agency, **Lessee** agrees to pay for the cost of complying with any ADA requirements.

8. **LIABILITY OF LESSOR** **Lessee** agrees that **Lessor** shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises, and **Lessee** hereby agrees to save harmless **Lessor** from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the said premises.

9. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.** **Lessee** agrees that it shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about the said demised premises without first obtaining the written consent of **Lessor** therefor; provided, however, that such consent, if given, shall be subject to the express condition that any and all alterations, additions, and improvements shall be done at **Lessee's** own expense and in accordance and compliance with all applicable county, state and federal ordinances, laws, rules, and regulations, and that **Lessee** hereby covenants and agrees with **Lessor** that in doing and performing such work, **Lessee** shall do and perform the same at **Lessee's** own expense, in conformity and compliance with all applicable county, state, and federal ordinances, laws, rules, and regulations and that no liens of mechanics, materialmen, labors, architects, artisans, contractors, subcontractors, or any other lien of any kind whatsoever shall be created against or imposed upon the said demised premises, or any part thereof.

10. **OWNERSHIP OF ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

Lessee agrees that any and all alterations, additions, and improvements, except shelving and moveable furniture, made at **Lessee's** own expense after having first obtained the written consent of **Lessor** thereof, in accordance with the provisions contained in Paragraph 9 hereof, whether attached to the walls, floors, premises, or not, shall immediately merge and become a permanent part of the realty, and any and all interest of the **Lessee** therein shall immediately vest in **Lessor**, and all such alterations, additions, and improvements shall remain on the said premises and shall not be removed by **Lessee** at the termination of this Lease. The shelving and/or moveable furniture, which **Lessee** is privileged to remove, must be removed by **Lessee** at **Lessee's** expense on or before the termination of the Lease. This lease does not include any personal property, including but not limited to surgical equipment and supplies, or any personal property on the leased premises not owned by **Lessor**, but by any third party non-profit corporation.

11. **ASSIGNMENT.** **Lessee** hereby agrees that it shall not assign this Lease or in any way sublet the said demised premises, in whole or in part, without first obtaining the written consent of **Lessor** therefor; that no assignment of this Lease or any other subletting said demised premises, in whole or in part, shall be valid, except by and with the written consent of **Lessor** first obtained; that the consent of **Lessor** to any such assignment or subletting shall not operate to discharge **Lessee** from any liability, upon the agreements and covenants of this Lease.

12. **UTILITY AND OTHER CHARGES.** **Lessee** shall therefore be responsible for all utilities to the leased premises including gas (or propane), electricity, water, sewer, phone and any other such items like cable or internet connections. **Lessee** agrees to promptly pay all such charges incurred in connection with **Lessee's** use of said premises, and to save **Lessor** harmless therefrom.

13. **ENVIRONMENTAL.** Lessee and Lessor acknowledge that there are certain federal, state, and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the premises, concerning the impact on the environment, maintenance and operation of structures and the conduct of business. Lessee agrees that they will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations or guidelines, resulting from Lessee's use, occupancy or operation on the premises.

14. **TAXES, OTHER ASSESSMENTS, AND INSURANCE.** Lessee and Lessor hereby agree that all real property taxes and other assessments which have been or may be levied upon the said demised premises and upon any alterations, additions, and improvements thereon at the time of execution of this lease shall be paid by Lessor at the time when the same shall become due and payable. All taxes and assessments, including any improvements done to the premises during the term of this lease or any extension thereof, which have been or may be levied upon premises or the personal property located upon the said demised premises shall be paid by Lessee at the time when the same shall become due and payable. Lessee hereby agrees with Lessor to carry and maintain in full force and effect during the term of this Lease and any extension or renewal thereof at Lessee's expense public liability insurance covering bodily injury and property damage liability, in accordance with the requirements of the Tort Claims Act of the State of New Mexico. Lessor may elect to carry its own coverage for property damage and/or liability.

15. **FIRE AND CASUALTY.** Lessor shall at all times after commencement of the rental term at its sole cost and expense keep the building and improvements constituting the demised

premises insured against loss by fire, with extended coverage for not less than the full replacement value thereof, and shall keep all such insurance in full force and effect during the entire term of this Lease and any extension thereof.

16. **DESTRUCTION.** Lessee and Lessor hereby agree that at any time during the term of this Lease, or any extension or renewal thereof, the said demised premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same. If Lessor decide to do such rebuilding or repairing, the same shall be commenced within the period of sixty (60) days after such destruction or damage, and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, the parties agree that, should the premises be unfit to conduct business, the rental payments due to Lessor shall cease until the premises are rebuilt and repaired so as the Lessee can continue to conduct its business.

17. **HOLDING OVER.** Lessee agrees that no holding over by Lessee after the expiration of this Lease, or any renewal or extension thereof, whether with or without the consent of Lessor, shall operate to extend or renew this Lease, and that any such holding over shall be construed as a tenancy from month to month at the monthly rental which shall have been payable at the time immediately prior to when such holding over shall have commenced and such tenancy shall be subject to all the terms, conditions, covenants, and agreements of this Lease.

18. **APPROPRIATIONS.** The terms of this Lease Agreement are contingent upon sufficient monies being made available by City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Lease Agreement shall terminate upon six (6) months written notice being given by the Lessee (City)

to the **Lessor**. The City's decision as to whether sufficient appropriations are available shall be final.

19. **HOLD HARMLESS**. Lessee agrees to assume and hold harmless **Lessor** from any and all liability occasioned by its lease of the premises herein.

20. **FAILURE TO TERMINATE**. Lessee agrees with **Lessor** that the failure, neglect, or omission of **Lessor** to terminate this Lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by **Lessor** of such breach and shall not stop, bar, or prevent **Lessor** from thereafter terminating this Lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

21. **NOTICES**. Any notice, request or instruction to be given hereunder by either party to the other shall be in writing and mailed to them by Certified Mail, postage prepaid, duly posted to the addresses set forth below:

LESSOR: Elk Country Ranch, LLC
Att: Clinton J. and Mary Cosette Balok
P.O. Box 4414
Gallup, New Mexico 87305

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

22. **CONTROLLING LAW**. This Lease shall be construed and enforced in accordance with the laws of the State of New Mexico.

23. **NET LEASE**. This is a net-net (double net) Lease and the rent and all other sums payable hereunder by **Lessee** shall be paid without notice, demand, set-off, counterclaim, abatement, suspension, deduction or defense. It is the intention of the parties hereto that the rent payable hereunder shall be net-net to **Lessor** and that **Lessor** shall have no expense in respect to

the premises during the term of this Lease, except for real property tax, or any insurance Lessor may desire to carry at their discretion.

24. **LESSOR WARRANTIES.** Lessor warrant that the demised premises is currently zoned to allow the operation of the Lessee's animal control and animal shelter facility and that the premises conform to all applicable City, County, or State codes so as to allow the issuance of any required business license and occupancy permit.

25. **BINDING ON HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND SUCCESSORS IN INTEREST.** It is covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be binding upon the administrators, assigns, and successors in interest of the parties to this Lease.

26. **THIS LEASE AGREEMENT EMBODIES ALL AGREEMENTS BETWEEN THE PARTIES.** It is covenanted and agreed by and between the parties hereto that this Lease Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and that all such covenants, agreements, and understandings have been merged into this written Lease. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease.

27. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

28. **AMENDMENTS**. It is covenanted and agreed by and between the parties hereto that this Lease shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

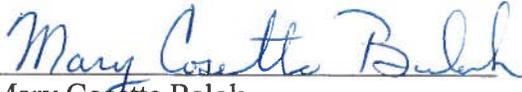
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of June, 2016.

LESSOR:

ELK COUNTRY RANCH, LLC



Clinton J. Balok



Mary Cosette Balok

LESSEE:

CITY OF GALLUP, NEW MEXICO

By _____
Jackie McKinney, Mayor

Attest: _____
Alfred Abeita, II, City Clerk

Discussion/Action Topic 9

Approval of Audit Contract with Hinkle + Landers, PC

Patty Holland, Chief Financial Officer



CITY OF GALLUP

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Audit Contract
DEPT. OF ORIGIN: Finance
DATE SUBMITTED: June 7, 2016
SUBMITTED BY: Patty Holland

Summary: The State Auditor is required by New Mexico law to conduct annual financial audits of all government agencies in New Mexico. Only audit firms approved by the State Auditor's Office may contract for an audit. The City has completed the RFP process, submitted the selected firm to the State Auditor for approval and have received the needed approval to proceed.

Fiscal Impact:

Reviewed By: _____

Patty Holland
Finance Department

The audit contract is for 67,528 which is in the FYE 2017 budget.

Attachments: Contract.

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Staff recommends approval of the proposed audit contract.

Approved for Submittal By:

Patty Holland
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: _____

STATE OF NEW MEXICO AUDIT CONTRACT

(Workforce Investment Boards, Councils of Governments, Mutual Domestic Water Consumer Associations, Local Public Bodies not eligible for the Tiered System and Special Districts with December 15 deadlines)

City of Gallup

hereinafter referred to as the "Agency," and

Hinkle + Landers, PC

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for Fiscal Year 2016:

1. Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
2. Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules-Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor's opinion (AAG-SLV 15.65);
3. Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 15.65), if applicable, consisting of
 - a. Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.22);
 - b. Combining financial statements;
 - c. Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
 - d. Remaining supplemental information on schedules as required by NMAC Section 2.2.2.10.A(2)(f).

B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:

1. The Management Discussion and Analysis (MD&A);
2. RSI data required by Statements 25, 27, 43, 45, 67 and 68 regarding pension plans and post-employment healthcare plans administered by defined benefit pension plans; and
3. Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).

C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and *Requirements for Contracting and Conducting Governmental Audits* (NMAC Section 2.2.2.1, et seq.).

2. DELIVERY AND REPRODUCTION

A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before **December 15, 2016** and in accordance with NMAC Section 2.2.2.9:

1. an organized, bound and paginated hard copy of the Agency's audit report for review;
2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580; and
3. a copy of the completed State Auditor Report Review Guide available at www.osamm.org.

B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13.C. If the State Auditor does not receive copies of the management representation letter, and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.

C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The State Auditor shall also notify the Agency's oversight agency, but confidential information shall be omitted from that notification.

D. Pursuant to NMAC Section 2.2.2.8, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.

E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with TWO copies of the report, an electronic version of the audit report, in PDF format and the electronic copy of the Excel version of the Summary of Findings Form, the Vendor Schedule, and the Fund Balances. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 20 copies of the audit report to the Agency. The Agency or IPA shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed dated collection form and the reporting package described in § 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

3. COMPENSATION

A. The total amount payable by the Agency to the Contractor under this Contract, including New Mexico gross receipts tax and expenses, shall not exceed **\$67,528.00**.

B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA 1978, and NMAC Section 2.2.2.8, Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	\$33,000.00
(2) Federal single audit	\$5,000.00
(3) Financial statement preparation	\$10,000.00
(4) Other nonaudit services, such as depreciation schedule updates	\$0.00
(5) Other (i.e., component units, specifically identified)	\$15,000.00

Gross Receipts Tax = **\$4,528.00**

Total Compensation = **\$67,528.00**

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. Pursuant to Section 12-6-14, NMSA 1978 and NMAC Section 2.2.2.8, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. **THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.**

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit

services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor.

13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.8, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.
- B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A9 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Farley Vener. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

CONTRACTOR

City of Gallup

Hinkle + Landers, PC

PRINTED
NAME: Maryann Ustich

PRINTED
NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: City Manager

TITLE: _____

DATE: _____

DATE: _____

Discussion/Action Topic 10

Approval of the Financial Policies of the City of Gallup

Patty Holland, Chief Financial Officer



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Financial Policies
DEPT. OF ORIGIN: Finance
DATE SUBMITTED: June 7, 2016
SUBMITTED BY: Patty Holland

Summary: The audit for FYE 2015 indicated that the City needed to compile and approve the financial policies that were in place into a formal document. We have contracted with Accounting Solutions to produce the manual and review it to ensure we had strong controls while complying with statues and proper accounting practices.

Fiscal Impact:

Reviewed By: _____

Patty Holland
Finance Department

The policies have no fiscal impact.

Attachments: None.

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Staff recommends approval of the proposed Financial Policies.

Approved for Submittal By:

Patty Holland
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: _____

Discussion/Action Topic 11

**Budget Adjustment for City's Portion of the Prisoner Care Costs
at the Adult Detention Center**

Patty Holland, Chief Financial Officer



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: Budget Adjustment
DEPT. OF ORIGIN: Finance
DATE SUBMITTED: June 7, 2016
SUBMITTED BY: Patty Holland

Summary: The fiscal year 2016 bill for the City portion of the cost of the Adult Detention Center prisoner care has arrived from the County. To provide proper matching of expenditures to the year they are incurred we recommend paying the bill in the 2016 fiscal year. This will require an approved budget adjustment in order to process the payment.

Fiscal Impact:

Reviewed By:

Patty Holland
Finance Department

Approval of the needed budget adjustment will use general fund cash reserves in the amount of \$480,000.

Attachments: Billing from McKinley County.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation: Staff recommends approval of the proposed Budget Adjustment.

Approved for Submittal By:

Patty Holland
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: _____

McKINLEY COUNTY

207 West Hill, 3rd Floor
P.O. Box 70
Gallup, New Mexico 87305-0070
505-722-3868

TO: City of Gallup Admin. Office
P.O. Box 1270
Gallup, NM 87305

INVOICE NO.	16-174
DATE:	05/31/2016

ATTENTION: Patty Holland

****PLEASE RETURN COPY WITH PAYMENT****

TYPE/QT	DESCRIPTION	UNIT PRICE	AMOUNT
1	FY16 Projected Loss & Reserve <i>City Share: Adult Detention Center Prisoner Care</i> 07/01/2015 Thru 06/30/2016: FY-16	(1,600,000.00)	
	County Share: 70%	1,120,000.00	
	City Share: 30%	480,000.00	480,000.00
		TOTAL DUE	\$480,000.00

Original Mailed 5/31/16

McK. Cnty. Rev. Act #: 231-34044

Contact: Sara Keeler, Finance Director (skeeler@co.mckinley.nm.us)

Remit Payments to: McKinley County
Accounts Receivable
P.O. Box 70
Gallup, NM 87301

- 1.) WHITE • Customer
- 2.) CANARY • Remit Copy
- 3.) PINK • Finance Dept.


SIGNATURE

Discussion/Action Topic 12

Resolution No. R2016-29;
Fiscal Year 2017 Budget Adoption

Maryann Ustick, City Manager and
Patty Holland, Chief Financial Officer



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: June 14, 2016

SUBJECT: FYE 2017 Budget Adoption
DEPT. OF ORIGIN: Finance
DATE SUBMITTED: June 7, 2016
SUBMITTED BY: Patty Holland

Summary: Each year, the City of Gallup prepares an annual budget for the upcoming fiscal year. The Department of Finance and Administration (DFA) requires Council to pass a resolution to adopt the 2016 Final Budget. The approved budget along with documentation of approval is due to DFA by July 31, 2016.

Fiscal Impact:

Reviewed By: _____

Patty Holland
Finance Department

This budget will define anticipated revenue as well as spending parameters for the coming fiscal year.

Attachments:

Legal Review:

Approved As To Form: _____

J. W. [Signature]
City Attorney

Recommendation: Staff recommends approval of the proposed Final budget for Fiscal Year 2017.

Approved for Submittal By:

Patty Holland
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: _____

**STATE OF NEW MEXICO
CITY OF GALLUP
RESOLUTION NO. R2016-29**

A RESOLUTION ADOPTING THE FISCAL YEAR 2017 FINAL BUDGET FOR ALL FUNDS 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 developed a budget for Fiscal Year 2017 (July 1, 2016 through June 30, 2017); and

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

WHEREAS the official meeting for the review of said documents was duly advertised on June 10, 2016, in compliance with the State Open Meetings act, and

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

RESOLVED: In session this 14th day of June, 2016.

ATTEST:

CITY OF GALLUP, NEW MEXICO

Al Abeita, City Clerk

Jackie McKinney, Mayor

Linda Garcia, City Councilor

Allan Landavazo, City Councilor

Yogash Kumar, City Councilor

Fran Palochak , City Councilor

Discussion/Action Topic 13

Construction Management Proposal for
Allison Road Bridge Construction Project

Stan Henderson, Public Works Director



SUBJECT: Allison Road Bridge Construction Project;
Construction Management Proposal For

DEPT. OF ORIGIN: PW/City Engineering

DATE SUBMITTED: 07 June 2016

SUBMITTED BY: Stanley Henderson, Public Works Director

Summary: Attached for the City Council's consideration and approval is a proposal from BHI of Albuquerque for the construction management services required for the daily oversight of the construction of the new Allison Road Bridge. Their scope of work includes (but is not limited to):

1. Assistance with Federal boiler plates, construction advertisement, bid tabulation, and award documentation in accordance with FHWA/NMDOT requirements.
2. Daily observation, testing, and oversight of construction per FHWA/NMDOT requirements.
3. Review and approve shop drawings including Buy American compliance per FHWA/NMDOT requirements.
4. Process and recommend contractor pay applications per FHWA/NMDOT requirements.
5. Process and recommend change orders for any unforeseen conditions per FHWA/NMDOT requirements.
6. Process and maintain construction documentation including daily reports, source document books, traffic control diary, test reports, etc. per FHWA/NMDOT requirements.
7. Process and maintain civil rights compliance documentation including contractor payrolls, Davis Bacon wage, State wage requirements; Disadvantaged Business Enterprise quotas, Equal Employment Opportunity, Americans With Disabilities, etc. per FHWA/NMDOT requirements.
8. Input and maintain B2GNow and LCPTTracker data base for civil rights compliance per FHWA/NMDOT requirements.
9. Close out the construction contract and funding per FHWA/NMDOT requirements.

BHI's proposed estimated cost for the above FHWA/NMDOT construction management requirements is \$470,345.10 including NMGRT. Their work is priced in accordance with the City's current open ended engineering services contract. It is an estimated "worst case" ceiling amount not to exceed without specific City approval.

Their actual cost will be highly depended on:

- Time. Construction contractor gets in; finishes the job; and gets out in very timely manner.
- White Tape. FHWA/NMDOT oversight takes a reasonable approach where all have a mutual interest in completing the project, or it insists on dotting all the "i's" or crossing all the "t's" in a "bean counter" mentality.

Last, we currently are striving for clearing FHWA/NMDOT's final PSnE project certification requirements including environmental and right-of-way by October with construction advertisement in November and construction contract award in December. Construction start is planned for January 2017.

Fiscal Impact:

Reviewed By: Patty Holland
Finance Department

None. Costs are covered by the Governor's 2015 funding grants for \$4.5 million in State funding for construction.

Enclosures: (1) BHI's proposal of 03/09/16.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation: Approve the attached proposal for project construction management services from Bohannon Huston, Inc of Albuquerque, NM.

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: _____

March 9, 2016

Stan Henderson
Public Works Director
City of Gallup
PO Box 1270
Gallup, NM 87305

Re: Proposal for Construction Management and Inspection Services
Allison Corridor Priority 1 Project
SP-GA-5459 (201)/SP-GA-5459 (202)
McKinley County C7G801/C7G802

Dear Mr. Henderson:

Per your request, Bohannon Huston, Inc. (BHI) is pleased to have the opportunity to offer this proposal to provide Construction Management and Inspection Services for the referenced project through our existing on-call contract with the City of Gallup.

Please find enclosed Attachment A which defines our scope and fee for our proposal. We also included Attachment B and Attachment C with our estimated effort to complete the scope and Quality Assurance/Agency Testing respectively.

We look forward to your favorable consideration of this proposal. Upon your review, please feel free to contact me to discuss any questions or changes to the scope you may feel are necessary.

Sincerely,



Matthew A. Santistevan, PE
Senior Vice President
Construction Engineering

Co-signed by:



Leslie L. Small
Chief Operations Officer

MAS/cdb

Enclosures: Attachment A
Attachment B
Attachment C

cc: Gail Gutierrez, Bohannon Huston, Inc. (w/encls.)
Kurt Thorson, Bohannon Huston, Inc. (w/encls.)
Jeanette Walther, Bohannon Huston, Inc. (w/encls.)
Dave Perko, Bohannon Huston, Inc. w/encls.)

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

ATTACHMENT A – RFP REQUESTED SERVICES
SCOPE OF WORK, DELIVERY ITEMS, AND FEES
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
ALLISON CORRIDOR – PRIORITY 1 PROJECT

TO: STAN HENDERSON, CITY OF GALLUP

March 9, 2016

Page 1 of 4

SCOPE / INTENT OF SERVICES

The scope of this agreement includes the Construction Management and Inspection for Allison Corridor Priority 1 Project. The following tasks and associated scope have been identified to complete the work associated with this effort.

Activity 1: Contract/Grant Administration

Project Tracker: In order to provide a consistent and transparent documentation platform, we are proposing to utilize our web-based Project Tracker software as a central location for all material submittals/shop drawings, Requests for Information (RFI), Design Revisions (DR), daily field reports, field and materials test reports, weekly meeting minutes, change orders and pay applications, cost proposals, and other related documentation. This web-based software is user friendly and can be accessed via username and password, includes email notifications, and allows RFI and material submittal logs to be easily printed for use at progress meetings. Our experience with this system has demonstrated improvements in communication and aided in processing such items as RFIs, the progress of which can be seen at any time by all members of the project team. In addition, we are proposing to further customize our Project Tracker software to reflect the documentation requirements outlined in the Tribal/Local Public Agency (T/LPA) Handbook.

Project Management – Additional PM Effort for NMDOT / FHWA Documentation

1. Schedule and conduct a preconstruction conference in Gallup with all key personnel involved in the project including: Owner, NMDOT District Engineer, FHWA, NMDOT OEOP representative and NMDOT Regional Coordinator, contractor, surveyor, field and materials testing firm, construction management team, etc. Provide meeting agenda and sign in sheet, as well as prepare and distribute meeting minutes.
2. Address and Certify all submittals including: Source Books, Certificates of Compliance, Estimates, NPDES, Payrolls, Subcontractors, Traffic Control Diaries, and Testing Reports.
3. Coordinate project activities between the Construction Contractor and NMDOT/FHWA.
4. Review field and materials test reports to meet NMDOT/FHWA minimum testing requirements.
5. Interpret the contract documents, plans, and specifications.
6. Review monthly pay applications with source documents – track quantities per NMDOT and FHWA.

SCOPE OF WORK, DELIVERY ITEMS, AND FEES

For Construction Management and Inspection Services

Allison Corridor – Priority 1 Project

To: Stan Henderson, City of Gallup

March 9, 2016

Page 2

7. Approve, obtain written authorization, prepare, and coordinate all Change Orders with the City of Gallup, NMDOT, and FHWA.
8. Prepare and deliver one complete digital close out package to the City of Gallup, NMDOT, and FHWA including Record Drawings.

Note: It is assumed that the construction contractor will provide the red-line/as-built drawings information to be transferred to the record drawings.

Total fee for Activity 1 (excluding NMGRT): \$94,655.12

Activity 2: Bidding Services

Bid Tracker: BHI developed the Bid Tracker software after identifying the need to document questions and submittal information to contractors electronically with no delay. The Bid Tracker site will be set up to allow all bidders access to the bid information. This system works especially well for public bids as it allows for the bid platform to "Become Live" once the project is open for bidding. The Bidding Tracker provides the following functions:

Inquiry Coordination: Contractors use a common site to submit questions to the Owner and Engineer. All questions are documented clearly so that a response can be provided in an Addendum.

Electronic Documentation Warehouse: Copies of Contract Documents, Plans, and Specifications are available to parties approved for bidding the project. In many cases, this provides better access to not only the General Contractor, but also potential subcontractors and suppliers.

Automated Bidders List: The bidders list is available to all approved bidders on the project, allowing access to this information at any time without having to request the information from another entity.

It is our intent to implement the Bid Tracker prior to the bidding on the Allison Corridor – Priority 1 Project.

Procurement

1. Advertise the project for public bid per City of Gallup procurement process and prepare bid documents per City of Gallup boiler plate.
2. Prepare addenda as necessary and answer contractor questions during bidding period.
3. Schedule and conduct a pre-bid meeting, generate meeting minutes, and provide sign-in sheet.

SCOPE OF WORK, DELIVERY ITEMS, AND FEES

For Construction Management and Inspection Services

Allison Corridor – Priority 1 Project

To: Stan Henderson, City of Gallup

March 9, 2016

Page 3

4. Conduct public bid opening and state bids by total amount. Announce apparent low bidder.
5. Review bids, provide bid tabulation, and make recommendation of award to City of Gallup for approval to award to the lowest compliant, responsible and qualified bidder.
6. Prepare contract books and forward to contractor for execution.

Total Fee for Activity 2 (excluding NMGRT): \$14,282.20

Activity 3: Quality Assurance

Construction Management, Inspection, and QA Materials Testing

1. Conduct the preconstruction conference in coordination with the key personnel. Schedule the meeting, prepare a meeting agenda and sign in sheet, and prepare and distribute meeting minutes.
2. Review shop drawings and submittals via the Project Tracker. The software generates an electronic submittal form that is to be included with all submittals and shop drawings. We will maintain a log to monitor the status of the submittals and provide a copy at the weekly meetings.
3. Process Requests for Information (RFI) and Design Revisions (DR) via the Project Tracker. The BHI design engineer will review and respond to all RFIs and DRs. The software generates an electronic RFI form that will be sent to the engineer for resolution via the Project Tracker. We will maintain an RFI and DR log and monitor their status. This log will be made available at the weekly meetings.
4. Conduct and attend weekly construction progress meetings. Prepare agenda and send out meeting invitations to all attendees. Prepare and distribute meeting minutes.
5. Review field and materials test reports for compliance with the contract documents. The field reports will be distributed via the Project Tracker by BHI. We will monitor the field test reports and notify the construction contractor of any failed tests as soon as they are discovered.
6. Provide Construction Observers and other personnel as required to observe the work of the contractor and assist the contractor during the time the construction is in progress to reasonably confirm if the project is being constructed in general conformance with the plans and specifications. Our Construction Observer will be on site, on average, a total of eight hours per day with a 10% overtime allowance including weekly travel from our Albuquerque office.

SCOPE OF WORK, DELIVERY ITEMS, AND FEES

For Construction Management and Inspection Services

Allison Corridor – Priority 1 Project

To: Stan Henderson, City of Gallup

March 9, 2016

Page 4

7. Provide weekly construction observation reports documenting daily weather conditions, work in progress and location, equipment in use (types and quantity), size of work force, discussions of problems encountered and resolutions, hours worked per day, materials delivered and installed, instruction given to contractors, principal visitors, etc. The reports will be delivered via the Project Tracker.
8. Our Construction Observer will meet with the construction contractor monthly to review unit price quantities and schedule of values (on lump sum items) and report quantities for Pay Application processing.
9. Our Construction Observer will meet with the construction contractor for field verification of proposed construction contractor Change Orders and report the information for Change Order processing.
10. Provide a final closeout package to the City of Gallup in compliance with the requirements of the NMDOT specifications. Includes drafting/transferring the contractor as-built information to the record drawings.

Note: It is assumed that the construction contractor will provide the red-line/as-built drawings information to be transferred to the record drawings.

11. Bohannon Huston's Field and Materials Testing Laboratory will provide Quality Assurance/Agency Testing per Attachment C.

Total fee for Activity 3 (excluding NMGRT): \$329,868.60

Grand Total Fee for Activity 1,2,3 (w/NMGRT @ 7.1875%): \$470,345.10

TIME OF PERFORMANCE

BHI will provide the Construction Management and Inspection services for a period of 180 working days (WD) on a Time and Materials, not to exceed basis. This proposal includes effort of a Professional Engineer, Project Manager, Construction Observer, Auditor, and Administrative Assistant with associated effort provided in the Attachment B. If the work extends past the 180 WD, BHI reserves the right to renegotiate this fee.

Exclusions

The following is excluded from this scope:

- Independent Assurance Testing per NMDOT Minimum Testing Requirements

ATTACHMENT B
MANHOUR AND COST ESTIMATE
 Allison Corridor - Priority 1 Project
 Preliminary Design Construction Plans
 Construction Management and Inspection Services
 Construction Duration - 180 Working Days
 Time and Materials (NTE)
 March 9, 2016



TASKS		CATEGORY						Sum	Effort
ACTIVITY 1 - Contract/Grant Administration		Const. Mgr. E7 (PIC)	Project Mgr. E4 (PE/PM)	Const. Obsv. CO6 (CI)	Audit Tech. CO5 (Audit)	Admin Asst. AA5 (AA)			
Project Management - Additional PM Effort for FHWA Documentation									
Schedule Conduct/Attend preconstruction meeting including meeting minutes - Additional Coordination			22		3		25	\$2,840.89	
Address and Certify all submittals including: source books, certs of compliance, estimates, NPDES, Payrolls, Subcontractors, TCD, and Testing Reports			60		80		140	\$13,626.20	
Coordinate Project Activities between Contractor and NMDOT			40		0		40	\$4,718.80	
Review field and material test reports to meet NMDOT minimum testing requirements			30		0		30	\$3,539.10	
Interpret the Plans and Specifications			60		0		60	\$7,078.20	
Reject Defective Material and Workmanship			20		0		20	\$2,359.40	
Review monthly pay applications with source documents - track quantities per NMDOT, FHWA			30		80		110	\$10,087.10	
Approve, Obtain Written Authorization, Prepare, and Coordinate all Change Orders with NMDOT and FHWA			120		100		220	\$22,341.40	
Deliver one complete digital close out package to the City of Gallup, NMDOT, FHWA including Record Drawings			20		90		110	\$9,725.90	
Travel Time			70		47		117	\$12,104.85	
Total Hours		0	472	0	400	0	872	\$88,421.84	
Hourly Rate		\$ 197.09	\$ 117.97	\$ 109.53	\$ 81.85	\$ 65.58			
		\$ -	\$ 55,682	\$ -	\$ 32,740	\$ -			
Subtotal Labor Cost Activity 1:								\$88,421.84	
Expenses					Unit	Quantity	Rate	Cost	
Printing and other reimbursables					Month	8	\$ 94	\$752.00	
PIC Mileage					Miles	1,688	\$ 0.560	\$945.28	
PM/PE Mileage					Miles	5,100	\$ 0.560	\$2,856.00	
Audit Mileage					Miles	3,000	\$ 0.560	\$1,680.00	
Subtotal Expenses Activity 1:								\$6,233.28	
Total Fee - Activity 1:								\$94,655.12	
ACTIVITY 2 - Bid Assistance		Const. Mgr. E7 (PIC)	Project Mgr. E4 (PE/PM)	Const. Obsv. CO6 (CI)	Audit Tech. CO5 (Audit)	Admin Asst. AA5 (AA)	Sum	Effort	
Procurement									
Bid advertisement		2	4	0	1	6	13	\$1,341.39	
Prepare and distribute addenda/respond to contractors' questions		2	10	0	1	6	19	\$2,049.21	
Prepare and conduct pre-bid / pre-construction field meeting		2	8	0	1	2	11	\$1,315.01	
Conduct public bid opening meeting		2	6	0	1	1	10	\$1,249.43	
Review bids, provide bid recommendation of the City of Gallup		2	12	0	2	10	26	\$2,629.32	
Review and assist in execution of construction contract		2	4	0	2	20	28	\$2,341.36	
Travel Time		8	8	0	0	0	0	\$2,520.48	
Total Hours		20	60	0	8	45	123	\$13,446.20	
Hourly Rate		\$ 197.09	\$ 117.97	\$ 109.53	\$ 81.85	\$ 65.58			
		\$3,941.80	\$6,998.60	\$0.00	\$654.80	\$2,951.10			
Subtotal Labor Cost Activity 2:								\$13,446.20	
Expenses					Unit	Quantity	Rate	Cost	
Printing and other reimbursables					LS	1	\$ 500	\$500.00	
PIC Mileage					Miles	300	\$ 0.560	\$168.00	
PM/PE Mileage					Miles	300	\$ 0.560	\$168.00	
Subtotal Expenses Activity 2:								\$836.00	
Total Fee - Activity 2:								\$14,282.20	
ACTIVITY 3 - Quality Assurance		Const. Mgr. E7 (PIC)	Project Mgr. E4 (PE/PM)	Const. Obsv. CO6 (CI)	Audit Tech. CO5 (Audit)	Admin Asst. AA5 (AA)	Sum	Effort	
Construction Management and Inspection									
Schedule Conduct/Attend preconstruction meeting including meeting minutes		3	12	1		2	18	\$2,247.60	
Review and comment on contractor submittals and certs		5	40	5		2	52	\$6,383.06	
Process Requests for Information and Design Revisions		6	40	2		2	50	\$6,251.56	
Conduct/Attend weekly progress meeting including meeting minutes		5	90	33		2	130	\$15,348.40	
Review field and material test reports to meet NMDOT minimum testing requirements		4	25	5		2	36	\$4,416.42	
Provide daily Construction Observation/Inspections		10	190	1445		0	1645	\$182,658.05	
Provide daily construction observation field reports/diaries		4	23	30		4	61	\$7,049.89	
Review monthly pay Applications		8	25	40		4	77	\$9,169.49	
Review Change Orders		8	25	5		2	40	\$5,204.78	
Deliver one complete digital close out package to the City of Gallup including Record Drawings		2	30	5		80	117	\$9,727.33	
Travel Time		49	70	140		0	259	\$33,249.51	
Total Hours		104	570	1711	0	100	2485	\$281,704.09	
Hourly Rate		\$ 197.09	\$ 117.97	\$ 109.53	\$ 81.85	\$ 65.58			
		\$ 20,497	\$ 67,243	\$ 187,406	\$ -	\$ 6,558			
Subtotal Labor Cost Activity 3:								\$281,704.09	
Expenses					Unit	Quantity	Rate	Cost	
Printing and other reimbursables					Month	8	\$ 94	\$752.00	
PIC Mileage					Miles	1,688	\$ 0.560	\$945.28	
PM/PE Mileage					Miles	5,100	\$ 0.560	\$2,856.00	
CI Mileage					Miles	15,099	\$ 0.560	\$8,455.30	
Construction Inspector Per Diem					Day	180	\$ 85	\$15,300.01	
BHI Quality Assurance/Agency Testing as outlined in the NMDOT minimum testing requirements					T&M	1	\$ 19,856	\$19,855.92	
Subtotal Expenses Activity 3:								\$48,164.51	
Total Fee - Activity 3:								\$329,868.60	
Total Fee - Activities 1,2,3:								\$438,805.92	
NMGRT @ 7.1875%								\$31,539.18	
Grand Total Fee Activities 1,2,3 w/NMGRT @ 7.1875%:								\$470,345.10	

Bohannon Huston Field and Materials Testing Laboratory

QA/QC Agency Testing Cost Estimate

ATTACHMENT C

March 9, 2016

**Allison Road Improvements
Gallup, New Mexico**

Scope of Work

This cost estimate is based on the attached QA/QC Agency Testing Minimums

Description	Quantity	Unit	Unit Price	Total
ROADWAY				
Earthwork (Borrow and Unclassified Excavation)				
AASHTO T180 D Proctor	2	Each	\$260.00	\$520.00
Includes Plasticity Index				
Onsite Density/ Moisture Tests AASHTO T310	20	Hour	\$60.00	\$1,200.00
Insitu Subgrade				
Materials Technician	4	Hour	\$60.00	\$240.00
AASHTO T180 D Proctor	1	Each	\$260.00	\$260.00
Includes Sieve Analysis				
Includes Plasticity Index				
Base Course				
Materials Technician	1	Hour	\$60.00	\$60.00
AASHTO T 180 Proctor	1	Each	\$260.00	\$260.00
Includes Sieve Analysis				
Includes Plasticity Index				
Includes Fractured Face				
Culvert BF				
Materials Technician	4	Hour	\$60.00	\$240.00
RipRap Subgrade				
Materials Technician	1.5	Hour	\$60.00	\$90.00
Hot Mix Asphalt Testing (non-QLA)				
Materials Technician	6	Hour	\$60.00	\$360.00
Asphalt Gyration Properties	2	Each	\$360.00	\$720.00
Includes Asphalt Extraction/Gradation				
Includes Asphalt Rice Maximum Theoretical Density				
Field Cores (Contractor Provided)	1	Hour	\$60.00	\$60.00
Includes Core Measurements & Unit Weight				
Asphalt Properties	2	Each	\$260.00	\$520.00
Includes Fractured Face				
Includes Plasticity Indexes				
Includes Sand Equivalent				
Includes Flat & Elongated				
Includes Fine Angularity				
Includes Moisture Content				
Concrete Testing (non-QLA) (non-PPCP)				
Materials Technician	6	Hour	\$60.00	\$360.00
Concrete Compressive Strength Cylinders, set of 5 cys.	10	Each	\$20.00	\$200.00
2 Fine Aggregate, Sand Equivalent, FM	2	Each	\$120.00	\$240.00
2 Course Aggregate, Fracture Face, Flat and Elongated	2	Each	\$180.00	\$360.00
Estimated Expenses				
Mileage	1920	Mile	\$0.575	\$1,104.00
Travel Time	30	Hour	\$60.00	\$1,800.00
BRIDGE				
Excavation/ Backfill				
Materials Technician	5	Hour	\$60.00	\$300.00
Substructure Concrete				
Materials Technician	16.5	Hour	\$60.00	\$990.00
Concrete Compressive Strength Cylinders, set of 5 cys.	20	Each	\$20.00	\$400.00
2 Fine Aggregate, Sand Equivalent, FM	2	Each	\$120.00	\$240.00
2 Course Aggregate, Fracture Face, Flat and Elongated	2	Each	\$180.00	\$360.00
High Performance Concrete				
Materials Technician	9	Hour	\$60.00	\$540.00
Concrete Compressive Strength Cylinders, set of 5 cys.	45	Each	\$20.00	\$900.00
2 Fine Aggregate, Sand Equivalent, FM	2	Each	\$120.00	\$240.00
2 Course Aggregate, Fracture Face, Flat and Elongated	2	Each	\$180.00	\$360.00
Estimated Expenses				
Mileage	3840	Mile	\$0.575	\$2,208.00
Travel Time	60	Hour	\$60.00	\$3,600.00
Subtotal				\$18,732.00
6% Office Administration & Report Preparation				\$1,123.92
Estimated Grand Total (pre-tax)				\$19,855.92
This Cost estimate is for budgeting purposes. Charges for our services will be invoiced on a time and materials basis in accordance with rates listed above. Rates for services not included herein will be negotiated.				

Discussion/Action Topic 14

**Appointments to the Gallup-McKinley County
Animal Control Authority Board**

Mayor Jackie McKinney

(Backup documentation will be provided prior to the meeting)

Discussion/Action Topic 15

**Appointment to the Behavioral Health Investment Zone
(BHIZ) Oversight Board**

Mayor Jackie McKinney

(Backup documentation will be provided prior to the meeting)