

AGENDA

GALLUP CITY COUNCIL REGULAR MEETING TUESDAY, OCTOBER 25, 2016; 6:00 P.M. CITY COUNCIL CHAMBERS

Jackie McKinney, Mayor

Linda Garcia
Councilor, District #1

Allan Landavazo
Councilor, District #2

Yogash Kumar
Councilor, District #3

Fran Palochak
Councilor, District #4

Maryann Ustick, City Manager
George Kozeliski, City Attorney

A. Pledge of Allegiance

B. Roll Call

C. Approval of Minutes

Regular Meeting of October 11, 2016

D. Discussion/Action Topics

1. Approval of the Local Liquor Excise Tax Accountability Report for 3rd Quarter Calendar Year 2016 – Debra Martinez, McKinley County DWI Director
2. Approval of Behavioral Health Investment Zone Fiscal Year 2017 Strategy and Budget – Maryann Ustick, City Manager
3. Approval of Agreement with Na’Nizhoozhi Center, Inc. (NCI) for Detox and Shelter Care Center Administration, Operation and Intensive Services – Maryann Ustick, City Manager
4. Request for the Use of City Property Off McKee Drive in Mossman for the Friday, December 2, 2016 Balloon Launch – Bill Lee, Red Rock Balloon Rally Association
5. Request for Street and Alley Closures for the Second Street Arts Festival to be Held Saturday, November 19, 2016 – Marla Chavez, GallupARTS

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Discussion/Action Topics, continued

6. Approval of Design/Build/Operate (DBO) Contract with CH2M Hill for the Operation of the Wastewater Treatment Plant – Dennis Romero, Water and Sanitation Director
7. Ordinance No. C2016-11; An Ordinance Amending Title 8, Chapter 6 (Service Rates and Charges) to the City of Gallup Municipal Code, By Amending and Adding Language to Create Solid Waste Fees for Access to Refuse Containers in Enclosures, Container Locks and Charges for Temporary Service – Dennis Romero, Water and Sanitation Director
8. Approval of Budget Adjustment for Design and Construction of 12-Inch Waterline Within Gurley Avenue to Provide Enhanced Water Service to UNM-Gallup – Dennis Romero, Water and Sanitation Director
9. Resolution No. R2016-42; First Quarter Fiscal Year 2017 Budget Adjustments and Report of Actuals – Patty Holland, Chief Financial Officer
10. Approval of Budget Adjustment for Municipal Court – Patty Holland, Chief Financial Officer
11. Approval of Agreement and Acceptance of Easement from DePauli Rentals, LLC for Reach 27.13 of the Navajo Gallup Water Supply Project – George Kozeliski, City Attorney
12. Approval of Agreement and Acceptance of Three (3) Easements from Gallup Land Partners, LLC for Reach 27.13 of the Navajo Gallup Water Supply Project – George Kozeliski, City Attorney
13. Approval of Settlement Agreement on G-22 Water Rights Litigation with the Protestants Tri-State Generation and Transmission Association, Inc. and Western Refining Southwest, Inc. – George Kozeliski, City Attorney
(Note: supporting documentation will be provided at the meeting)
14. Approval to Change the Date of the November 8, 2016 Regular City Council Meeting to November 9, 2016 at 6:00 P.M. – Maryann Ustick, City Manager

E. Presentation and Information Items

1. First Quarter Film Liaison Activity Report – Lisa Rodriguez, Film Liaison

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- F. Motion to Adjourn Into Closed Session for the Purpose of Discussing Pending or Threatened Litigation Pertaining to the City of Gallup's G-22 Water Rights Acquisition, Pursuant to §10-15-1-H(8) NMSA 1978 Comp. (as revised)**
- G. Motion to Reconvene Regular Meeting**
- H. Certification of the Matters Discussed During the Closed Session**
- I. Comments by Public on Non-Agenda Items**
- J. Comments by Mayor and City Councilors**
- K. Comments by City Manager and City Attorney**
- L. 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

Regular Meeting of October 11, 2016

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, October 11, 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

Presented to the Mayor and Councilors were the Minutes of the Regular Meeting of September 27, 2016 and Special Meeting of October 4, 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.

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

1. Proposed Issuance of a Restaurant License (Beer & Wine) License to Fratelli's Bistro, LLC d/b/a Fratelli's Bistro and/or Fratelli's Pizza Bistro and Ice Creamery, 1209 North Highway 491 – George Kozeliski, City Attorney

Mr. Kozeliski presented the information relative to conducting the public hearing on the proposed issuance of the restaurant license. Although the previous owners of the business had a full service dispenser's license at the location, the new owners of the business have applied for a license to serve only beer and wine at their restaurant.

Discussion followed concerning the requirements for the transfer of the previous dispenser's license at Fratelli's to another location in Gallup and the distance from the property line at Washington School to Fratelli's. Councilor Garcia asked if there was anyone against the issuance of the proposed license. There was none.

Councilor Kumar made the motion to approve the proposed issuance of a Restaurant (Beer and Wine) License to Fratelli's Bistro, LLC d/b/a Fratelli's Bistro and/or Fratelli's Pizza Bistro and Ice Creamery at 1209 North Highway 491. Seconded by Councilor Garcia. Roll call: Councilors Kumar, Garcia, Landavazo, Palochak and Mayor McKinney all voted yes.

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2. Grant for the Reclassification of Firefighter 02 Position to Emergency Management Specialist – Chief Eric Babcock, Gallup Fire Department

Chief Babcock presented the request for a budget increase in the amount of \$21,750 to reflect a grant received from the New Mexico Department of Homeland Security and Emergency Management. He also requested authorization to reclassify one Firefighter F02 position to an Emergency Management Specialist and to use the \$21,750 grant to off-set the cost of reclassification.

Councilor Garcia made the motion to approve the budget adjustment and the reclassification of a Firefighter 02 position to an Emergency Management Specialist. Seconded by Councilor Landavazo. Roll call: Councilors Garcia, Landavazo, Palochak, Kumar and Mayor McKinney all voted yes.

3. Budget Adjustment for Emergent Repairs of Water Mains at Second Street Crossing and Ellison Crossing – Dennis Romero, Water and Sanitation Director

Mr. Romero stated for the record that the item title should read “Ellison” Crossing instead of “Allison” Crossing as listed on the summary form. He explained that one of the crossings collapsed approximately three years ago and the other collapsed last February. Both of the 12-inch transmission lines at both crossings could have aided in the delivery of water throughout the City during the water main break of September 14, 2016. Currently, there is one line (16-inch water main) that connects the transmission of water from the Yah-ta-hay Gameraco water tanks north of Gallup to the Grandview water tank on the south side of Gallup. Mr. Romero recommended the following: 1) approval of a budget adjustment to transfer funds of approximately \$479,773 from the Water Enterprise Fund to complete both projects; 2) retroactive approval of the emergency procurement for services to be provided by New Mexico Underground and DePauli Engineering and Surveying (DES) to repair the Second Street Crossing; and 3) approval of the award of the Ellison Crossing Project to the lowest qualified bidder for expedited bids that closed at 2:00 p.m. earlier in the day. Regarding recommendation #3, Mr. Romero said the apparent low bidder is New Mexico Underground in the amount of \$191,637.31 to be combined with an engineering services fee from DES in the amount of \$55,687.79. Since the bid for the Ellison Crossing Project came in below the projected amount of \$334,700, Ms. Ustick recommended amending the language under recommendation #1 to state “up to” \$479,773.

Discussion followed concerning the commencement and completion of the projects and having to schedule the projects to prevent interference with the New Mexico Department of Transportation (NMDOT) projects in the area.

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Councilor Palochak made the motion to: 1) approve the budget adjustment/transfer from the fund balance of up to \$479,773 from the Water Enterprise Fund to complete both projects; 2) retroactive approval of the emergency procurement for services of New Mexico Underground and DePauli Engineering and Surveying to repair the Second Street Crossing; and 3) approve the award of the Ellison Crossing Project to the lowest qualified bidder for expedited bids that closed at 2:00 p.m. today (October 11, 2016). Seconded by Councilor Kumar. Roll call: Councilors Palochak, Kumar, Garcia, Landavazo and Mayor McKinney all voted yes.

4. Appointment of Alexandra Griego to the Lodgers Tax Committee – Mayor Jackie McKinney

Mayor McKinney said Ron Samardzia, Lodger's Tax Committee Member, has moved away which has resulted in a vacancy on the board. Mayor McKinney recommended the appointment of Alexandra Griego, Manager of the Springhill Suites, to the Lodger's Tax Committee.

Councilor Garcia made the motion to approve the appointment of Alexandra Griego to the Lodger's Tax Committee. Seconded by Councilor Palochak. Roll call: Councilors Garcia, Palochak, Landavazo, Kumar and Mayor McKinney all voted yes.

5. Professional Services (Engineering) Award for Community Development Block Grant (CDBG) – Stan Henderson, Public Works Director

Mr. Henderson presented the proposed professional services proposal from DePauli Engineering and Surveying (DES) for the grant administration, environmental clearance and engineering design of Vista Avenue using CDBG funds. A Request for Proposals (RFP) was solicited for the work at the end of the last fiscal year. The proposal from DES was the only proposal submitted and staff considers the proposal to be a fair and reasonable offer. Mr. Henderson recommended approval of the proposal submitted by DES in the amount of \$89,559.55 including NMGRT.

Discussion followed concerning the project budget.

Councilor Landavazo made the motion to approve the Professional Services (Engineering) Award for Community Development Block Grant funding as presented. Seconded by Councilor Palochak. Roll call: Councilors Landavazo, Palochak, Garcia, Kumar and Mayor McKinney all voted yes.

6. Agreement for Water Tank Site for the Navajo Gallup Water Supply Project (NGWSP) – George Kozeliski, City Attorney

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Mr. Kozeliski presented the proposed agreement with the Catholic Diocese of Gallup for the purchase of 4.576 acres of land for the construction of a water tank for the NGWSP. The City will pay the Diocese of Gallup the appraised value of the land in the amount of \$26,000 and will connect the Diocese of Gallup property to the water tank once the tank has been constructed and the system is on-line. The water rate for future use by the Diocese of Gallup will be at the commercial volume charge for city customers within the city limits of Gallup.

Councilor Palochak made the motion to approve the Agreement with the Catholic Diocese of Gallup for the water tank site for the Navajo Gallup Water Supply Project. Seconded by Councilor Kumar. Roll call: Councilors Palochak, Kumar, Garcia, Landavazo and Mayor McKinney all voted yes.

Presented to the Mayor and Councilors was the following Presentation and Information Item:

1. FY 2016 Lodgers Tax Expenditures Summary – Jennifer Lazarz, Acting Tourism and Marketing Manager

Ms. Lazarz provided a power point presentation on the Lodger's Tax Expenditures for Fiscal Year 2016 and First Quarter Revenues for Fiscal Year 2017. A copy of the power point and charts from the agenda materials are attached hereto, marked as "Exhibit A" and made an official part of these Minutes. Discussion followed concerning the debt service for the issuance of bonds for improvements at Red Rock Park a few years ago.

Comments by Public on Non-Agenda Items

None.

Comments by Mayor and City Councilors

Councilor Palochak commended City staff for their assistance with the Veterans Stand Down and Project Hands-Up that was held on Friday, October 7, 2016 at the Gallup Community Center. Councilor Palochak also provided information on Breast Cancer Awareness activities for the month. She also encouraged everyone to wear pink on Fridays and to decorate their offices in pink.

Councilor Landavazo encouraged everyone to keep buying Gallup and to keep supporting Gallup.

Councilor Garcia said there will be an unveiling of the plaque dedicating the Fitness Center in honor of the late Cecil Garcia, City Councilor. The ceremony will take place

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on Friday, October 14, 2016 at 2:00 p.m. Councilor Garcia will hold a Neighborhood Meeting at Roosevelt Elementary School on Wednesday, October 12, 2016 at 6:00 p.m. Early voting for the November 8, 2016 General Election began this morning at the McKinley County Courthouse Rotunda. Early voting will continue until Saturday, November 5, 2016 and she encouraged everyone to vote early.

Mayor McKinney announced that the PAL Boxing League will be joining the summer youth academy. The boxing ring will be moved from the Police Department to UNM-Gallup Campus. Chuck Padilla, volunteer instructor for the PAL Boxing League, will continue his instructions to the youth once the transfer of the boxing ring has been completed in about two weeks.

Comments by City Attorney and City Manager

Ms. Ustick said the first Council Meeting in November is regularly scheduled for November 8, 2016, which is the same date of the General Election. There has been a proposal to include an agenda item for the October 25, 2016 Regular Meeting to change the date of the November 8th Regular Meeting to November 9, 2016 at 6:00 p.m. At the request of Ms. Ustick, Chief Babcock provided information concerning Fire Prevention Week activities being conducted by the Gallup Fire Department. Ms. Ustick provided a summary of the visit by representatives from the State Behavioral Health Services Department on Friday, October 7, 2016. Based on the approval of the City's revised Behavioral Health Investment Zone (BHIZ) Application, the City will be moving forward with approval of contracts for services. Ms. Ustick also said the New Mexico Self Insurers Fund is still reviewing the claims filed by property owners in connection with the damages caused by the water main break at 5th Street and Hill Avenue last month.

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

Jackie McKinney, Mayor

ATTEST:

Alfred Abeita II, City Clerk

Discussion/Action Topic 1

Approval of the Local Liquor Excise Tax Accountability Report
for 3rd Quarter Calendar Year 2016

Debra Martinez, McKinley County DWI Director

**Liquor Excise Tax
2016 Calendar Year
3rd Quarter (July, August, September)
Accountability Report**

Name	Number served
City of Gallup- Gallup Police Department	6,322 taken to Gallup Detox.
Detox	4,474 Admissions
McKinley County-DWI Program	21 Intensive Outpatient Program: 17 Males, 4 Females
McKinley County- JSACC	Juvenile Detox- 26 Case management -11 New Clients 28 clients per month (average), Follow ups- 27 Boys Council-2, Botvin Life Skills 0, NIYLP-10, 8 presentations/health fairs.
McKinley County Adult Detention Center	88 Clients, 46 male and 42 female, 23 completed the program in the quarter

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

WHERAS, the Board of County Commissioners of McKinley County in open meeting on October 18, 2016, reviewed the attached Accountability Report for calendar year 2016 3rd Quarter; and, has by motion accepted and approved the same pursuant to NMSA 1978 §7-24-10.1.

McKINLEY COUNTY BOARD OF COMMISSIONERS:

DATE: _____

By: _____
Anthony Tanner, Chairperson

ATTEST:

Harriett K. Becenti, County Clerk

WHERAS, the City of Gallup Council in open meeting on October 25th, 2016, reviewed the attached Accountability Report for calendar year 2016 3rd Quarter; and, has by motion accepted and approved the same pursuant to NMSA 1978 §7-24-10.1.

CITY OF GALLUP:

DATE: _____

By: _____
Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

PC Monthly Admission 2016

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Males	1804	1962	1931	1953	1842	1917	1859	1934	1548				
Females	380	218	340	341	383	349	327	339	315				
TOTAL	2184	2180	2271	2294	2225	2266	2186	2273	1863				

Individual Clients on 72 Hr Hold

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Males	206	240	257	247	252	247	111	283	223				
Females	33	40	42	39	41	52	44	47	29				
TOTAL	239	280	299	286	293	299	155	330	252				

72 Hours Admits

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Males	503	605	651	600	729	654	734	744	591				
Females	58	80	95	83	83	113	279	94	68				
TOTAL	561	685	746	683	812	767	1013	838	659				

Shelter with .000 Admits

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Males	292	213	303	319	215	284	288	267	143				
Females	26	21	23	31	18	16	18	18	37				
TOTAL	318	234	326	350	233	300	306	285	180				

Shelter with BrAC Reading

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Males	155	157	158	117	102	73	51	70	68				
Females	66	56	40	33	31	25	12	26	25				
TOTAL	221	213	198	150	133	98	63	96	93				

Medical PHS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Males	120	135	100	121	108	104	104	117	113				
Females	26	24	14	24	20	24	18	27	19				
TOTAL	146	159	114	145	128	128	122	144	132				

Medical RMCH

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Males	2	9	17	3	4	6	3	5	4				
Females	0	1	0	0	1	2	0	1	0				

TOTAL	2	10	17	3	5	8	3	6	4				
	Agency												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
GPD	1525	1562	1623	1685	1569	1574	1549	1613	1312				
MCSO	118	141	95	102	133	137	122	114	127				
NNPD	5	7	3	2	6	1	1	2	3				
NMSP	10	19	13	9	18	19	20	8	11				
DOT NM	0	0	0	1	0	0	0	0	0				
DPS Az	1	0	0	0	0	0	0	0	0				
NCJ	0	0	0	0	0	1	0	0	0				
Medstar	1	0	0	0	0	0	0	0	0				
NNBHS	0	0	0	0	0	0	0	0	0				
UNM	0	3	1	2	0	0	0	5	1				
ZUNI	0	0	0	1	0	0	0	0	0				
SELF	524	448	536	492	366	398	369	381	273				
TOTAL	2184	2180	2271	2294	2225	2266	2186	2273	1863				



MCKINLEY COUNTY DWI INTERVENTION PROGRAM

109 Hasler Valley Road, P.O. BOX 70

GALLUP, NEW MEXICO 87301

(505) 863-1422/23/24 FAX: (505) 863-1425

INTENSIVE OUTPATIENT PROGRAM

09-29-16

3RD Quarterly report:

(July, August, September 2016)

Total Enrollment for 3rd Quarter: 21

Men: 17

Female: 04

Clients:		Completed Program:	Terminated:	Discharge:	Active
Men:	17	00	06	00	11
Female:	04	00	00	00	04
Total:	21	00	06	00	15

**QUARTER 1 FY17
LET Report Data
JSACC**

July:

Detox Intakes: 3
Case Management: 1 NEW, 31 TOTAL
of Follow-ups: 4
Boys Council: 0
Botvin Life Skills: 0
NIYLP: 0
Girls Circle: 0
Community Presentations: 3 – Twin Lakes Chapter,
Thoreau Chapter, Mariano Lake Chapter

August:

Detox Intakes: 13
Case Management: 5 NEW, 25 TOTAL
of Follow-ups: 1
Boys Council: 2
Botvin Life Skills: 0
NIYLP: 0
Girls Circle: 4
Community Presentations: 4 – Educational Development
Center, Uplift Charter School, Zuni HS, Pinedale Chapter

September:

Detox Intakes: 10
Case Management: 5 NEW, 28 TOTAL
of Follow-ups: 22
Boys Council: 0
Botvin Life Skills: 0
NIYLP: 10
Girls Circle: 0
Community Presentations: 1 – Coyote Canyon Chapter

**Gallup McKinley County Adult Detention Center
 Inmate Program- Inmate Attendance Record
 Information based on Inmate Entry Application**

- Men Attendance Record- Daily Programs
- July thru September

July 2014	August 2014	September 2014	Total Attendance
<ul style="list-style-type: none"> • Total Men Overall- 8 • DUI and MRT Completion- 4 • Released prior to completion- 4 	<ul style="list-style-type: none"> • Total Men Overall- 10 • DUI and MRT Completion- 5 • Released prior to completion- 5 	<ul style="list-style-type: none"> • Total Men Overall- 5 • DUI and MRT Completion- 2 • Released prior to completion- 3 	<ul style="list-style-type: none"> • Total Overal..... 23 • Men Who have Completed... 11 • Released..... 12 <hr/> <ul style="list-style-type: none"> • Total Inmates 46

- Women Attendance Record- Daily Programs
- July thru September

July 2014	August 2014	September 2014	Total Attendance
<ul style="list-style-type: none"> • Total Women Overall- 5 • DUI and MRT Completed- 2 • Released prior to completion- 3 	<ul style="list-style-type: none"> • Total Women Overall- 7 • DUI and MRT Completed- 4 • Released prior to completion- 3 	<ul style="list-style-type: none"> • Total Women Overall- 9 • DUI and MRT Completed- 6 • Released prior to Completion- 3 	<ul style="list-style-type: none"> • Total Overall..... 21 • Women who have Completed... 12 • Released..... 9 <hr/> <ul style="list-style-type: none"> • Total Inmates 42

- Main Total for both Men and Women: 88
- : This number is all that attended, whether they completed or not
- : 3 month period total entrance for the facility daily inmate programs

Any other questions let me know, hope this helps.

Discussion/Action Topic 2

**Approval of Behavioral Health Investment Zone
Fiscal Year 2017 Strategy and Budget**

Maryann Ustick, City Manager



COUNCIL STAFF SUMMARY FORM

MEETING DATE: October 25, 2016

SUBJECT: FY 2017 Behavioral Health Investment Zone FY 2017 Funding
DEPT. OF ORIGIN: City Manager's Office
DATE SUBMITTED: October 17, 2017
SUBMITTED BY: Maryann Ustick

Summary: The City in partnership with the County, NCI, RMCHCS, NWNMCOG and Behavioral Health Service Providers applied for State Behavioral Health Investment Zone (BHIZ), designation and annual funding in the amount of \$500,000. This funding supports the creation and operation of a Behavioral Health Collaborative and continuum of care in addition to providing funding for Detox Center services. In order to receive FY2017 BHIZ funding, the City, in partnership with the NWNMCOG and NCI made significant changes in Detox Services to focus intensive services on the most at risk clients. Although this results in a reduction of BHIZ funding for basic Detox services, it will provide BHIZ funding for more intensive counseling and (case) management services designed to reduce use of Detox services and reduce the number of alcohol related deaths.

Fiscal Impact: Increases revenue in the amount of \$500,000 for Detox and Shelter Care Services and related BHIZ services.

Reviewed By: Patty Holland
Finance Department

Attachments: FY 2017 Behavioral Health Investment Zone (BHIZ) Year 2 Strategy and Budget

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation: Approve BHIZ FY 2017 Strategy and Budget and approve budget adjustment to allocate funding in accordance with FY 2017 BHIZ Budget.

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: _____



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



September 30, 2016

Mika Tari, Deputy Director
Behavioral Health Services Division
Human Services Department
37 Plaza La Prensa
Santa Fe, NM 87507

Re: Behavioral Health Investment Zone Year 2 Strategy and Budget

Dear Mika:

We appreciate the comments and feedback received from you and Dr. Lindstrom during the review of the City's Behavioral Health Investment Zone (BHIZ) first year program during our visit on August 5, 2016. Your follow up guidance to our BHIZ Team at our meeting on September 7, 2016, was instrumental in assisting the city and its partners to better focus the BHIZ funding and intensive services on a high risk segment of the population. This strategy will enable the city and its partners and service providers to track the identified BHIZ clients and provide an evidence based evaluation of the outcomes of the intervention, counseling, treatment and case management services provided under this BHIZ initiative and the programs and funding it leverages.

The City and its partners will continue to implement the five year BHIZ Strategic Plan submitted with the approved BHIZ Application. We will foster and grow the collaboration of non-profit and faith based organizations and service providers that are working so hard every day to reduce the historically high rate of alcohol related deaths in Gallup and McKinley County. We are growing our prevention programs and improving collaboration among our prevention service providers, including unique partnerships with public safety with a special emphasis on youth. Our BHIZ partners are also focusing on expanding the availability of supportive housing and work force assistance as part of vital aftercare services needed to support and sustain recovery. In summary, our BHIZ Year 2 Program includes both targeted evidence based services to identified high risk BHIZ clients and a comprehensive and coordinated system of services to address and significantly reduce alcohol related deaths in our community.

We request that you approve the attached BHIZ Budget for Year 2 (see Attachment 1). We have provided an outline of the focused strategy upon which the BHIZ Year 2 Budget is based (see Attachment 2). Should you have any questions or need additional information in order to approve the attached budget and strategy, please let me know. We look forward to Dr. Lindstrom's visit on October 7 and, again, thank you and all the BHSD staff for all your support and assistance during the first year of this critical BHIZ initiative.

Sincerely,

Maryann Ustick, City Manager

Attachments: 2

EC: Mayor McKinney
City Councilors
BHIZ Partners

Gallup-McKinley BHIZ Year 2 Budget Plan/Strategy

PREMISES

- As fiscal agent for HSD funding to the Gallup-McKinley County Behavioral Health Investment Zone, the City of Gallup proposes to modify its approach for use of funds in Year 2, i.e., FY 2017. This is based on preliminary evaluation feedback on activities undertaken with the foreshortened timeframe for Year 1 funding, as well as on consultations with HSD staff.
- A key change in approach is represented in the concept of the “BHIZ Client” – a person identified as high-risk on the basis of the frequency his or her admissions to the City’s sheltercare and detoxification facility, currently administered by NCI. As discussed with local advisors and HSD staff, the idea would be to provide targeted services to these highest-risk persons, with the goal of moving them from abuse/addiction cycles to the path of recovery.
- Such a focused strategy for using BHIZ funds acknowledges the priority of preventing and reducing deaths related to the abuse of alcohol or other intoxicants, i.e., by working more intensively with those at highest risk. The strategy also acknowledges that BHIZ funding is quite insufficient to address the entire continuum of services initially outlined for the BHIZ Network, and thus moves from a global to a more client-specific approach – while at the same time working to “build the system” and seeking funding from a range of other sources.
- In considering this new approach, the City and its BHIZ partners recognize that the NCI-administered sheltercare and detox program receives alcohol-impaired persons into its facility in volumes, and in chronic intensity, perhaps unique in this country. It is imperative that this facility remain viable as a first-stage place for shelter, protection and preliminary care, even as the BHIZ system builds capacity to bring about measurably impactful changes in the lives of individuals and in the public inebriation phenomenon that has been so prevalent for so long in the City’s streets, arroyos and alleyways.

GOAL 1: Provide direct, intensive services to the “top 200” chronic, repeat protective custody/public inebriation clients, moving 50 of them (25%) from the abuse/shelter cycle into the path of recovery along the continuum of services, and contribute toward sustenance of core operations of the Gallup Sheltercare & Detox Center.

RATIONALE:

The overall goal of the State’s Behavioral Health Investment Zone (BHIZ) program is to reduce mortality and morbidity related to substance abuse and addiction. In Gallup, the population most at risk for death associated with substance abuse (mostly involving alcohol) are represented in the cohort of persons involved in the protective custody/social detoxification services provided at the Gallup Detox Center by NCI – particularly those repeating their NCI admission many times per month.

While there is an entire “ecosystem” of protective, preventive, interventive, medical and aftercare services needed to stem the tide of substance abuse long-term, resources available to create change, foster healing and sustain recovery are minimal. To achieve the “bottom line” outcome of reduced morbidity, it appears necessary to target the available resources (speaking specifically of the BHIZ resources) toward the most at-risk population, and to provide the intensive, individualized services needed to escape the abuse cycle and to accompany clients on their pathway of recovery through the continuum of services available in the “BHIZ Network.”

Although these intensive services may not prove effective with all individuals in this at-risk cohort, it is hoped that such attention will make significant progress in reducing the flow of clients into detox and decreasing the risk of alcohol-related mortality.

BUDGET APPROACH:

- 1. Identify the social detox clients with the highest annual rate of PC usage of the NCI facility/program.**
 - a. For this “Top 200” population (extrapolating from recent 11-month data), annual rates range from about 35 days (10%) to about 275 days (75%) per year (or about 3 days to 21 days per month). Average time spent by these “top 200” in detox/sheltercare is about 75 days per year, or 6 days per month.
 - b. A “stint” can be considered 3 days (72 hours) for PC clients.
 - (1) Clients in the “Top 200” average about 2 “stints” per month.
 - (2) With current funding and staffing, and considering the volume of clients delivered to the facility, NCI is able offer a basic level of services to clients, which can include access to group therapy support. Intensive individual counseling and individualized case management are currently not available.
 - (3) In the absence of intensive counseling and case management services, the “Top 200” client usage rates would likely continue unabated. But with individualized assessment and counseling, linked with individualized case management, there is increased probability of interrupting and breaking the abuse cycle and connecting clients with the continuum of services toward recovery and reintegration.
- 2. Establish a cost basis for providing both standard social detox/sheltercare services and intensive services to the “Top 200” PC clients.**
 - a. Social Detox/Protective Custody/Sheltercare Cost (NCI at Gallup Detox Center):
 - (1) Consider intensive services to 16 clients per month, thus reaching 200 clients in the year ($200 \div 12 = 16.67$). Figure these base costs for the month in which these 16 clients are “on the docket” for Intensive Transition Services, and then replicate this cost for all 12 months:

$$16 \text{ persons/mo.} \times \$40/\text{person-day} \times 6 \text{ days (2 stints)/mo.} \times 12 \text{ mo./year} = \$46,080$$
 - b. Intensive Services:

- (1) Figure these costs on the basis of 8 hours per client of individualized assessment and counseling by an NCI certified counselor and 8 hours per client of individualized case management by a BHIZ Case Manager.
 - (2) Assume \$25/hour billing/value calculation rate for each of these 2 professionals:
 $\$25/\text{hour} \times 8 \text{ hours/day} = \$200/\text{day} \times 2 = \$400/\text{day} \times 260 \text{ work days} = \$104,000.$
 - (3) These professional Intensive Services staff provide direct individualized support for 200 clients/year out of 250 days worked, or an average of 0.75 clients/day. Time not involved in direct client services will be devoted to development of the overall transition-and-case management system.
- c. TOTAL COST OF Targeted Detox and Intensive Services for "Top 200" clients = \$150,080/year

3. Establish cost of "next step" residential treatment services for a pilot sample of 24 (12%) of the "Top 200" clientele.

- a. NCI operates a 60-day residential treatment program at its facility near Gallup Detox Center. NCI treatment services are primarily organized around Native American therapeutic modalities. The treatment program currently operates 24 beds. Optum Health reimburses for 5 new clients per month. There is room for 7 additional clients per month, some or all of which could be reimbursed by BHIZ. Cost per person-day is \$160.
- b. RMCHCS operates a residential treatment program at its Behavioral Health Services facility on the Hospital's east campus and is expanding aftercare options and services. RMCHCS treatment services are primarily organized around "Western/Christian" therapeutic modalities.
- c. Implement a "pilot" program involving 2 BHIZ placements per month into residential treatment. Assume 2 new "pilot" referrals per month ($25/\text{year} \div 12 = 2.08$) from pre-treatment to treatment, split between NCI and RMCHCS:
 $2 \text{ new referrals per month at } \$160/\text{day} \times 30 \text{ days} = \$9,600/\text{month} \times 12 \text{ months/year} = \$115,200.$

4. Establish a BHIZ contribution to core therapeutic and paramedical operations of the Gallup Sheltercare & Detox Center.

1 Counselor @ \$27,040 + 12% fringe	<\$30,285>
1 CNAs @ \$24,960 + 12% fringe	<\$27,955>
0.5 FTE Nurse @ \$26,000 + 12% fringe	<\$29,120>
Associated Operating Costs	<\$4,685>

Subtotal, BHIZ Support for Detox Center Core Operations <\$92,045>

GOAL 2: Continue to develop the Gallup-McKinley County BHIZ Network, to include – beginning with the current focus on BHIZ clients -- (1) establishment of inter-agency agreements and protocols for ensuring continuum of services for BHIZ clients, (2) design and implementation of a case management database for use by

the BHIZ Case Manager and case managers representing all participating providers, (3) coordination and support for stakeholder working groups, (4) monitoring and evaluation of the BHIZ program, and (5) ongoing strategic planning and funding development for the BHIZ system.

RATIONALE:

This goal addresses the need to further develop and facilitate the BHIZ network as a collaborative model, establish robust communications among all stakeholders, identify and fill gaps in services, refine and monitor outcomes, evaluate, adapt and implement evidence-based practices, and greatly expand the pool of resources being invested in the BHIZ mission.

BUDGET APPROACH:

Amount of BHIZ grant:		\$500,000
1. Establish balance of funds available after the commitment of resources to the above targeted transition and treatment process for the “top 200” highest-risk persons subject to protective custody and NCI services.		
NCI Pre-Treatment, Sheltercare & Stabilization for BHIZ Clients	<\$46,080>	
BHIZ Support for Detox Center Core Operations	<\$92,045>	
Intensive Transitional Services for BHIZ Clients	<\$104,000>	
Counselor @ \$25/hour	<\$52,000>	
Case Manager @ \$25/hour	<\$52,000>	
Residential Treatment/Aftercare Services for 24 BHIZ Clients	< <u>\$115,200</u> >	
<i>Subtotal, Targeted Intensive Services for BHIZ Clients</i>	<\$357,325>	
Balance of Funds:		\$142,675
2. Establish breakdown of costs for “system development and coordination” of the BHIZ program and network, utilizing the balance of funds:		
BHIZ Program Management, Coordination & System Development	<\$92,675>	
BHIZ Data System & Evaluation	<\$50,000>	
<i>Subtotal System Development & Coordination</i>	<\$142,675>	
Balance of Funds, Net:		\$0

Discussion/Action Topic 3

**Approval of Agreement with Na’Nizhoozhi Center, Inc. (NCI)
for Detox and Shelter Care Center Administration,
Operation and Intensive Services**

Maryann Ustick, City Manager



CITY OF GALLUP

COUNCIL STAFF SUMMARY FORM

MEETING DATE: October 25, 2016

SUBJECT: Agreement for Detox and Shelter Care Center Administration, Operation and Intensive Services
DEPT. OF ORIGIN: City Manager's Office
DATE SUBMITTED: October 17, 2016
SUBMITTED BY: Maryann Ustick

Summary: When the Navajo Nation terminated their contract to provide Detox Services on October 1, 2015, an emergency RFP was issued. NCI was selected from four proposers to provide these services, and City Council approved a contract with NCI for the period October 2, 2015 through March 2016. This contract was extended to December 31, 2016 and was funded with a combination of Liquor Excise Tax, IHS Emergency Grant and FY 2016 Behavioral Health Investment Zone (BHIZ) funds. The existing contract with NCI provides for \$80,970 per month for basic Detox and Shelter Services. The City was recently notified by the State Behavioral Health Services Division that the FY 2017 BHIZ Strategy and Budget has been approved. This FY 2017 BHIZ Budget allocates a total of \$242,125 in funding for NCI detoxification services (\$138,125) and new required intensive counseling and case management services (\$104,000) for approximately 200 identified BHIZ clients who will be tracked in order to evaluate the effectiveness of these new services. This contract is effective July 1, 2016, in order to be able to utilize the FY 2017 BHIZ funds allocated for Detox Services starting on July 1, 2016. The State has indicated we can back bill for services to July 1, 2016, since the BHIZ Strategy and Budget was not approved until October 10, 2016.

Fiscal Impact: Agreement will be funded with Behavioral Health Investment Zone (BHIZ) funds and Liquor Excise Tax (LET) Revenue. There is an estimated shortfall for the year of approximately \$50,000. If efforts to obtain additional funding fall short General Fund Reserves will be utilized.

Reviewed By: Kathy Holland
Finance Department

Attachments: Agreement

Legal Review: Approved As To Form: [Signature]
City Attorney

Recommendation: Approval of Agreement for Administration, Operation and Shelter Care Services for Detox and Shelter Care Center in the amount of \$1,075,640 for twelve month period and approval of a Budget Adjustment in the amount of \$242,125 to allocate FY 2017 Behavioral Health Investment Zone (BHIZ) funds to this contract effective July 1, 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: _____

**GALLUP DETOXIFICATION AND SHELTER CARE CENTER
ADMINISTRATION, OPERATIONS AND INTENSIVE SERVICES AGREEMENT**

THIS AGREEMENT entered into effect on the 1st day of July, 2016 by and between Na’Nizhoozhi Center, Inc., herein called **Provider** and the **City of Gallup**, a municipal corporation, herein called **City**.

General Provisions:

WHEREAS, alcoholism, addiction and alcohol and substance abuse are severe public health and safety problems facing the City of Gallup, NM and McKinley County.

WHEREAS, the City of Gallup and McKinley County have been designated a Behavioral Health Investment Zone (BHIZ) by the State of New Mexico and the City has been awarded funding under this program for services specified in the BHIZ Year 2 Strategy and Budget submitted to and approved by the State Behavioral Health Services Division.

WHEREAS, individuals, families and communities are affected by the social, economic, physical, mental, and spiritual consequences of alcoholism, addiction, and alcohol and substance abuse; and

WHEREAS, the City of Gallup (“City”) is duly authorized to execute and administer agreements;

WHEREAS, the Na’Nizhoozhi Center, Inc. (“Provider”) hereby agrees to provide detoxification and rehabilitative programs for substance abuse matters per scope of work, paragraph 1; and to prioritize detox and treatment services to ensure the public health and safety of its respective communities; and to provide a holistic approach to address such alcohol and substance abuse issues.

1. BACKGROUND AND SCOPE OF WORK:

This agreement is for the operation and administration of the Gallup Detoxification Center. The center provides protective custody and social model detoxification and intensive counseling and case management services within the City of Gallup. Gallup Detoxification and Shelter Care Center provides an environment to safely house inebriates and allow the effects of alcohol or other intoxicants to abate so they may regain their normal functionality. The center is operated as a Treatment Care Facility in compliance with New Mexico Detoxification Reform Act. (§43-2 NMSA 1978).

A. Facility Information

The Gallup Detoxification and Shelter Care Center is located at 2205 Boyd Avenue in Gallup, NM. It is open 24 hours per day, seven days per week, and is open 365 days each year. The building was constructed in 1992 and is approximately 30,000 square feet. The facility is designed to house up to approximately 150 clients for a maximum of seventy-two (72) hours. Protective custody is comprised of two large holding areas with restroom facilities, along with two smaller holding areas and two isolation rooms. The facility has a separate secured area for women clients with approximately 10 hospital beds. The high-risk area is located next to the protective custody area and has six hospital beds for placement of clients requiring continuous observation for conditions requiring immediate attention. In addition there are two large areas previously used for a shelter program. There is also space for a kitchen and walk-in cooler, with a dining area/gymnasium. The cooler is not currently operative nor is there any kitchen equipment in place at this time. There are a number of offices and conference rooms in the administrative area of the facility.

The City will provide:

1. A smoke detector/fire alarm/sprinkler system integrated with an operating door control access system and operating keys (fobs) and maintains both systems.
2. A fully operational camera security/surveillance system. The system shall be considered a fixture, and remain with the facility upon termination. All video from the system shall be the property of Provider during and after the term of this Agreement.
3. Maintenance for the building including interior and exterior and all fixtures, excluding all custodial services.
4. Maintain the parking lot.
5. An operational back-up electrical generator and provide the maintenance and diesel.
6. Sixteen (16) hospital beds.
7. Two (2) industrial washers and dryers.
8. Maintain the grounds of the facility.
9. Access to all existing accessory buildings on the property at the time of occupancy.
10. Commercial building/property insurance coverage.

B. Detoxification Services/Protective Custody/Intensive Services

Clients are transported to the center primarily through the Gallup Police Department's Community Service Aides and through other local law enforcement agencies. The treatment provider will provide detoxification services for up to seventy-two (72) hours past the estimated time of arrival of the client. Clients typically are discharged from the facility within twelve (12) hours of intake. Only persons referred to the Center by an authorized agency shall be eligible for intake. "Walk-in" or other unauthorized drop-offs shall not be admitted to the facility. The average number of client intakes is approximately 50 per day, with peak intakes around the 1st and 15th of the month of approximately 110 per day.

The Provider will provide appropriate intake screening to:

- Promptly assess the physical condition of the client (inspect for injuries requiring medical care, condition of clothing and person, take basic readings-blood pressure, blood glucose, etc.) Properly trained and appropriately licensed staff shall provide required clinical services.
- Record client personal and demographic information (name, address, phone number, family contact phone number or other information, location of pickup, etc.) The Provider shall be responsible for accurate and complete data collection for all client intakes. Due to the inebriated condition of some clients, some data may need to be collected during the discharge process.
- Perform initial breathalyzer (BAC) measurement and record level on client file.
- Determine if patient requires immediate referral to another facility for acute care services.

The Provider will place the client into protective custody.

- The Provider shall offer a basic orientation about the facility and procedures to the client.
- All clients shall be monitored "eyes-on" on a 24 hour basis while they are in the protective custody holding area.
- Clients shall be checked periodically for their vital signs.
- Clients who are not ambulatory shall be placed in a "high-risk" monitoring area with appropriate staff to watch for seizures or other life-threatening conditions, which may require immediate intervention or other medical attention.
- Clients shall be provided with necessary nutrition and shelter while in protective custody.
- The Provider shall perform any assessment and counseling services as specified by their program.

The Provider will manage the client discharge process.

- Clients shall remain in protective custody until they have reached a blood alcohol level of 0.00%. The client shall be discharged pursuant to Subsection E of §43-2-8 NMSA 1978.
- The Provider shall record the date and time of discharge, along with the BAC at discharge.
- The Provider shall offer appropriate assessment, counseling, and aftercare referrals as specified by their program.

The Provider will manage the “Intensive Services” for clients identified as Behavioral Health Investment Zone (BHIZ) clients and funded under the State BHIZ Program as follows:

- The Provider will identify the approximately 200 NCI Clients with the highest annual rate of protective custody usage of the program/facility based on client data since October 2, 2015.
- The Provider will provide intensive individualized assessment and counseling and individualized case management services to approximately 16 identified BHIZ clients per month (approximately 200 on an annual basis)
- These professional Intensive Services will be provided by an NCI certified counselor and case manager.
- These professional staff will provide direct individualized support for approximately 200 clients/year out of 250 days worked. Time not involved in direct client services will be devoted to development of the overall transition and case management system.
- The provider will work with the City’s BHIZ Evaluator to develop and implement the required BHIZ Client Tracking System and, as appropriate, MOUs with Treatment and Aftercare Service Providers to ensure both effective long term case management and client confidentiality.

C. Reporting / Deliverables

The Provider will be required to report client service data on a monthly basis to the City. The Provider reports shall include the following data:

- Number of BHIZ identified clients and hours of intensive counseling and case management services provided.
- Number of BHIZ identified clients referred to other treatment and service providers and tracked on data system provided by BHIZ Program Evaluator.
- Number of client intakes with breakdowns by gender, city/state of residence, repeat client
- Length of stay of all admissions
- Number of clients referred to after-care/follow-up treatment
- Number of clients sent to the Indian Health Service or other health care facilities for medical detoxification
- Any other information requested by the City and its BHIZ Program Evaluator.
- The Provider shall produce financial and other documents including the following:
 - Monthly reimbursement invoice
 - Quarterly financial statements with detailed actual expenditures and revenues
 - Year-end cost reports
 - Annual audit reports

D. Emergency Shelter/Winter Months

The Provider also agrees to provide shelter beds during winter months of inclement weather. Provider agrees to accept walk-ins and individuals that may be transported to the facility by the Gallup Police Department’s Community Service Aides and through other local law enforcement agencies that are not intoxicated, but in need of shelter from the elements. Provider will use its own independent judgment on the days and hours of operation of the shelter portion of the facility.

2. **COMPENSATION:**

In consideration for the services provided pursuant to Paragraph 1, the Provider will be reimbursed, and shall invoice the City in recognition of those services provided. Compensation shall be in the annual amount of \$1,075,640. This shall be payable in twelve (12) equal payments commencing on July 1, 2016 and the first of the month thereafter, with the final payment due on June 1, 2017. Provider shall provide a separate monthly invoice and required documentation for services provided under the State Behavioral Health Investment Zone (BHIZ) Program as referenced in Section B of this contract and the City's BHIZ Program Year 2 Strategy and Budget.

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be for services provided for the period of July 1, 2016 thru June 30, 2017.

4. **TERMINATION:**

Termination for Cause: If, through any cause, the PROVIDER fails to fulfill in a timely and proper manner the PROVIDER'S obligations under this Agreement, or if the PROVIDER violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order PROVIDER by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the PROVIDER fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The PROVIDER shall be entitled to receive just and equitable compensation under this Agreement 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 PROVIDER at least **thirty (30)** 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. The Provider shall be entitled to receive compensation under this Agreement through the termination date (last date of actual service).

5. **STATUS OF PROVIDER:**

The Provider and his agents and employees are independent providers performing professional services for the City and are not employees of the City of Gallup. The Provider, 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 Provider 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.

6. **INDEMNITY:**

The Provider 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 Provider's and /or its employees, own negligent act(s) or omission(s) while provider and/or its employees performs or fails to perform its obligations and duties under this agreement.

7. **ASSIGNMENT:**

The Provider 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.

8. **SUBCONTRACTING:**

The Provider may subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. 2

9. **UTILITIES:**

City will provide city owned utilities to the facility during the term of this contract; namely water, sewer, solid waste and electricity at no cost. Provider will be responsible for natural gas service and any other services such as internet connections, cable television, etc.

10. **RECORDS AND AUDIT:**

The Provider 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.

11. **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 thirty (30) days written notice being given by the City to the Provider. The City's decision as to whether sufficient appropriations are available shall be accepted by the Provider and shall be final.

12. **RELEASE:**

The Provider 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 Provider agrees not to purport to bind the City of Gallup to any obligations not assumed herein by the City of Gallup, unless the Provider has express written authority to do so, and then only within the strict limits of that authority.

13. **CONFIDENTIALITY:**

Any information, including patient information given to or developed by the Provider in the performance of this Agreement shall be kept confidential and shall only be made available to any individual or organization by the Provider, in accord with all applicable Federal and State law and regulation, including HIPAA regulations, or pursuant to the Order of a Court or Agency of competent jurisdiction. Upon completion of the Term of this Agreement, Provider may access and retain physical copies of all such information for business and treatment purposes, as permitted by law and regulation. All patient information shall be the property of Provider.

14. **CONFLICT OF INTEREST:**

The Provider warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Provider further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Provider. The Provider warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

15. **AMENDMENT:**

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

the parties hereto.

16. **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 been 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 15.

17. **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.

18. **EQUAL OPPORTUNITY COMPLIANCE:**

The Provider 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 Provider agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, , age, disability, religion, sexual orientation, gender identity, spousal affiliation, applicable veteran status , or any other protected class status, 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 Provider is found to be not in compliance with these requirements during the life of this Agreement, the Provider agrees to take appropriate steps to correct these deficiencies.

19. **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.

20. **IMPROVEMENTS TO PREMISES AND INVENTORY:**

Provider agrees that any and all alterations, additions, and improvements of any nature, except moveable furniture, Trade Fixtures and personal property, will be made at Provider's own expense after having first obtained the written consent of City thereof, whether attached to the walls, floors, premises, or not, shall immediately merge and become a permanent part of the Gallup Detoxification Center, and any and all interest of the Provider therein shall immediately vest in City, and all such alterations, additions, and improvements shall remain on the said premises and shall not be removed by Provider at the termination of this contract. Any moveable furniture, Trade Fixtures and personal property which Provider is privileged to remove, must be removed by Provider on or before the termination of the contract. City and Provider will also agree to an inventory list of personal property items, such as beds, chairs, tables and other moveable furniture that City will have on site at the beginning of this contract. Said inventory list will be signed by Provider and City and upon termination of the contract all items on said inventory will remain at the Gallup Detoxification Center and are the property of City. Any damaged items on the inventory list that are no longer usable by Provider shall be discarded only after inspection by City. Any replacement of such items by Provider will be clearly marked as Provider's property.

21. **APPLICABLE LAW:**

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

22. **ENTIRE AGREEMENT:**

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

23. **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.

24. **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.

25. **FORCE MAJEURE:**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, Acts of God, the elements of war, civil disturbances, acts of civil or military authorities or public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carries, or other causes beyond that party's control. Either party may terminate this Agreement immediately upon written notice if the other party is prevented from performing its obligations under this agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

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

Project Contact for the City: Frances Rodriguez
Purchasing Director
P.O. Box 1270
Gallup, New Mexico 87305-1270

Provider: Na'Nizhoozhi Center, Inc.
506 Frances St.
Gallup, NM 87301

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

PROVIDER:

ORGANIZATION NAME: Na’Nizhoozhi Center, Inc. (NCI)

SIGNED BY: _____

Date: _____

NAME AND TITLE: Kevin Foley, Ph.D. NCI, Executive Director

CITY OF GALLUP, NEW MEXICO

BY: _____

Date: _____

Maryann Ustick, City Manager

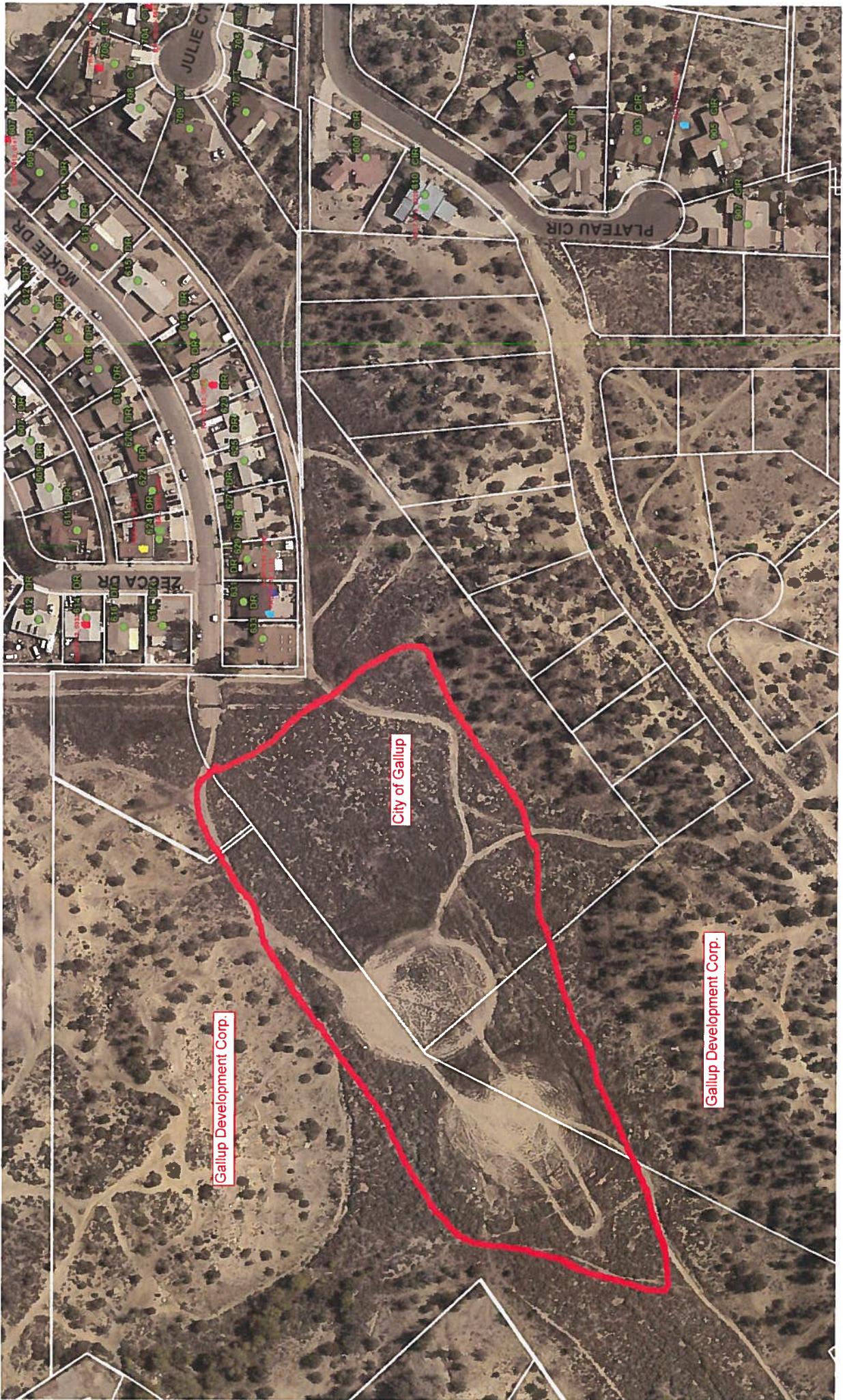
ATTEST:

Alfred Abeita, City Clerk

Discussion/Action Topic 4

**Request for the Use of City Property Off McKee Drive in Mossman
for the Friday, December 2, 2016 Balloon Launch**

Bill Lee, Red Rock Balloon Rally Association



Discussion/Action Topic 5

**Request for Street and Alley Closures for the Second Street
Arts Festival to be Held Saturday, November 19, 2016**

Marla Chavez, GallupARTS



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

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

Profit _____ Non-Profit Permit Number _____
Applicant{s} gallup ARTS, Inc.
Mailing & E-Mail Address 123 W Coal Ave, Gallup, NM treasurer@galluparts.org
Home/Office/Cell Phone # 505-488-2136 505-879-6903
Type of Event 2nd Annual Second St. Date[s] 11/19/16 Time[s] 10am-4pm
Location(s) Second St Events Center + 2nd St. Between Arko and Coal Ave's
Parade Route TO INCLUDE gally way's 1st STREET TO 3RD STREET.

NOTE* Obtain signatures in order shown, attach a written scope of event and provide a Certificate of Insurance for requested event. All street closures are City Council approved, 30 days in advance.

1. CITY POLICE DEPARTMENT: Chief Phillip Hart or Designee 863-9365

Assigned Officer(s) One Sergeant / Four Officers N/A
Police Department Fees _____ N/A
Special Equipment/Conditions _____ N/A
Security Plan Review _____ N/A

Approved: Disapproved _____

Field Services Signature: [Signature] #4893 Date 10/6/16

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

Assigned Firefighter/EMT(s) _____ N/A
Special Equipment/Conditions NONE N/A
Fire Department Fees _____ N/A
Site Review _____ N/A

Approved: Disapproved _____

Fire Department Signature: [Signature] Date 10/4/2016

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

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

pots, food warmers, water/soft drinks, food, volunteers, give-a-way prizes, gift certificates, money/cash etc., etc., and importantly, not limited to the above-mentioned list. **All Street Closures to be approved prior to event. Requests will be heard at regularly scheduled City Council meeting 30 days in advance.**

Below for Event Coordinator use only {based from written scope of event}

SEE SCOPE OF EVENT.

Public Works Sweep Streets/Parking lots. N/A
 GJU _____ N/A
 Parks/Recreation _____ N/A
 Logistics GJU Parking lot, 2nd to 3rd ST on ARIZ. Walkway & Alley. N/A
 Additional City staff Streets, Parks, Gallup Police & Fire. N/A
 Special Interest _____ N/A
 Special Equipment/Conditions XTRA TRASH COLS/BARRICADES/BATHROOM N/A
 Street Closures Approved 10-25-16. includes Alleyways. N/A

ATTACHED

Provide Certificate of Insurance for all events. Any amusement ride; including but not limited to, bouncers, jumpers, wooly riding, trains, climbing walls, mechanical bulls, etc., require an additional Certificate of Insurance prior to the event. All food vendors must have approved Certificates from EID to serve food at events.

Approved: [Signature] Disapproved _____

Gen. Services Dept. Signature: [Signature] Date 10-17-16.

4. CITY CLERK'S OFFICE: Alfred Abeita, City Clerk or Designee 863-1254

*Liquor/Alcohol requires "Special Dispenser License" application. Application coordinates with City Manager's office for any requirements and CM signature {no exceptions}. **Signed application must be returned to City Clerks Office.***

Department Fees Received Police Department _____
 Fire Department _____
 Other City Departments _____
 Alcohol Permit _____

Loud Speaker Permit: Issued _____ N/A _____
 Application Complete _____ Incomplete _____
 Date/Time Issued For _____ Void After _____

City Clerk Signature: _____ Date _____

NOTICE: NO FIRE ARMS ALLOWED. Inappropriate behavior and/or abuse of "any" City staff or any violations of the City of Gallup Municipal Codes: Unnecessary Noises {Section 5-1-24A thru 5-1-24C} and/or Disorderly Conduct {Section 5-1-10A thru 5-1-10H} shall result in termination/cancellation {before and/or during} events. The **"Applicant"** understands the City of Gallup reserves the right to cancel or terminate events if required for the Public Health, Safety, and Welfare of City residents. Damages to City property during events is the **"Applicant's"** responsibility to repair and/or replace at no cost to the City. Copies of applications returned to appropriate departments.

Second Street Arts Festival

Request for Street Closure

November 19, 2016

6:00 am - 6:00 pm

Presenters: Marla Chavez and Carol Sarath

gallupARTS is proposing to have Second Street closed between Aztec Avenue and Coal Street and the alleyway between 1st and 3rd Streets, to host an Arts and Crafts festival. This is our second annual event.

We are optimistically expecting 50 vendors to register, last year we had 43. We will have approximately 25 spots for art vendors inside the Second Street Events Center and 25+ spots for art vendors outside under the tent(s), (20'x 40'), that we propose to set up in the street outside the Events Center and 5-10 food vendors that will set up in the West alleyway, (we require proof of their food permit in advance). Also, we request the City vehicles alongside GJU (West alleyway) be moved for the food vendor spots. We are hoping this art festival sales event will kick off the holiday shopping season downtown. We will once again have acoustic musicians located in and around the shopping areas.

While the event is scheduled to take place from 10 am - 4pm, we anticipate the need for longer hours which will be required for setup and takedown of the tent(s).

Thank you for your consideration of our request.

Marla Chavez
President/Treasurer
gallupARTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bubany Insurance Agency 311 South 3rd Street Gallup NM 87301 INSURED gallup ARTS 123 W Coal Ave Gallup NM 87301		CONTACT NAME: Janice Welch PHONE (A/C, No., Ext): (505) 863-3836 FAX (A/C, No.): (505) 863-6310 E-MAIL ADDRESS: janice@bubanyinsurance.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: United State Liability INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

COVERAGES

CERTIFICATE NUMBER: CL1610504697

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	NPP1572609	9/19/2016	9/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 November 19, 2016

CERTIFICATE HOLDER**CANCELLATION**

City of Gallup
 P O Box 1270
 Gallup, NM 87305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Janice Welch

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Discussion/Action Topic 6

**Approval of Design/Build/Operate (DBO) Contract with CH2M Hill
for the Operation of the Wastewater Treatment Plant**

Dennis Romero, Water and Sanitation Director



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: October 25, 2016

SUBJECT: Consideration and approval of Design/Build/Operate (DBO) Contract with CH2M Hill for Operation of City Wastewater Treatment Plant (WWTP)
DEPT. OF ORIGIN: Water and Sanitation
DATE SUBMITTED: October 20, 2016
SUBMITTED BY: Dennis Romero, P.E., Director

Summary: The City currently holds a one month contract with CH2M Hill for them to operate the WWTP, which ends on October 31st. City is currently negotiating a long term DBO contract with CH2M Hill to operate the WWTP, with a final draft currently under review by attorneys for CH2M Hill and the City. Would request that City Council consider approving final DBO contract or extending temporary Professional Services Agreement with CH2M Hill through November 30th for continued operation of WWTP while considering approval of DBO Contract.

Fiscal Impact:

Reviewed By: _____
Finance Department

To be provided prior to October 25th City Council Meeting.

Attachments: Proposed DBO Contract between CH2M Hill and City of Gallup to be provided prior to October 25th meeting.

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

- (1) Approval of DBO Contract between City of Gallup and CH2M Hill;
OR
(2) Amendment of current 30-day Professional Services Agreement between City of Gallup and CH2M Hill to allow for operation of WWTP by CH2M Hill through November 30, 2016.

Approved for Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

Discussion/Action Topic 7

Ordinance No. C2016-11;

An Ordinance Amending Title 8, Chapter 6 (Service Rates and Charges) to the City of Gallup Municipal Code, By Amending and Adding Language to Create Solid Waste Fees for Access to Refuse Containers in Enclosures, Container Locks and Charges for Temporary Service

Dennis Romero, Water and Sanitation Director



SUBJECT: Consideration of Ordinance C2016-11. Amendment of Solid Waste Fees to include Gate Access Fees, Tipping and Hauling Fees for Construction Debris and Solid Waste Roll Off Container Fees
DEPT. OF ORIGIN: Water and Sanitation
DATE SUBMITTED: October 20, 2016
SUBMITTED BY: Dennis Romero, P.E., Director

Summary: City Code 8-6-7, Charges for Collection or Disposal of Solid Wastes, does not currently contain fees pertaining to Gate Access Fees, Fees to Haul Construction Debris to the Northwest New Mexico Solid Waste Authority (NWNMSWA) landfill in Thoreau or Charges for Solid Waste Roll Off Container Rental Fees. Proposed Ordinance C2016-11 would modify City Code 8-6-7 to address the following issues:

1. A number of businesses routinely construct refuse enclosures and lock the gates to these enclosures to deter illegal dumping. Solid Waste Collections Staff currently do not have keys to these locks, and coordinating collections with business owners has been problematic. Proposed Ordinance C2016-11 would allow businesses to purchase enclosure locks from the Solid Waste Department for the gates to these enclosures, thereby giving access to the Collections Staff to pick up refuse from these businesses. A Gate Access Fee would allow Solid Waste Collection Staff to provide this service.
2. The Northwest New Mexico Regional Solid Waste Authority will no longer accept bulk construction debris at the Gallup Transfer Station site and these materials have to be hauled to the Thoreau landfill for disposal. Proposed Ordinance C2016-11 provides a fee structure for the City Solid Waste Department to provide this service to its customers.
3. Currently, there are a number of roll-off containers sit idle at construction, demolition and related sites for extended periods with no activity and the proposed amendments would allow for additional haul fees to cover expenses for traveling outside city limits and allow for monthly rental fees to be established to minimize and/or compensate for extended rental periods with no activity and allow for additional fees to cover costs for removal and transportation of overweight containers.

Fiscal Impact:

Reviewed By: _____

Patty Holland
Finance Department

Little to none. There will be a slight increase in revenues for the Solid Waste Enterprise Fund if this Ordinance is approved, however, the fee structure developed is enough to pay for increased expenses associated with the additional services without any additional surplus.

Attachments: Proposed Ordinance C2016-11.

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Approval of Ordinance C2016-11 to allow for:

1. Gate Access Fee Structure;
2. Haul Fees for Construction Debris; and
3. Monthly Rental Fees for Construction Roll-off Containers.

Approved for Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

ORDINANCE NO. C 2016-11

AN ORDINANCE AMENDING TITLE 8, CHAPTER 6 (SERVICE RATES AND CHARGES) TO THE CITY OF GALLUP MUNICIPAL CODE, BY AMENDING AND ADDING LANGUAGE TO CREATE SOLID WASTE FEES FOR ACCESS TO REFUSE CONTAINERS IN ENCLOSURES, CONTAINER LOCKS AND CHARGES FOR TEMPORARY SERVICE.

WHEREAS, the City of Gallup Solid Waste Department routinely receives requests for refuse service at Commercial establishments that have or require enclosed refuse enclosures; and

WHEREAS, the City of Gallup Solid Waste Department routinely receives requests for lock installation on containers that are not enclosed to deter illegal dumping; and

WHEREAS, the proposed amendment to the solid waste collection rates would set fees for providing this type of service and allow businesses to purchase container locks provided by the Solid Waste Department; and

WHEREAS, the Northwest New Mexico Regional Solid Waste Authority will no longer accept bulk construction debris at the Gallup Transfer Station site and these materials will have to be hauled to Thoreau for disposal; and

WHEREAS, roll-off containers sit idle at construction, demolition and related sites for extended periods with no activity and the proposed amendments would allow for additional haul fees to cover expenses for traveling outside city limits and allow for monthly rental fees to be established to minimize and/or compensate for extended rental periods with no activity and allow for additional fees to cover costs for removal and transportation of overweight containers.

NOW THEREFORE:

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GALLUP, NEW MEXICO, that Title 8 of the City code is amended to include the follow language.

(high-lighted in red).

**TITLE 8 UTILITIES
CHAPTER 6- SERVICE RATES AND CHARGES**

Title 8 Chapter 6 Section 7 Paragraph A-1-D.E.F. shall be amended by inserting the following into the rate schedule:

D. Closed Access Fee: Businesses establishments with Refuse Enclosures

Weekly Pick Up Yards	1	2	3	4	5	Special Pick Up
2 cubic	\$ 48.08	\$ 88.79	\$ 130.86	\$ 172.91	\$ 214.97	\$ 48.08
4cubic	\$ 72.62	\$ 134.12	\$ 197.63	\$ 261.15	\$ 324.68	\$ 72.62
6 cubic	\$ 97.13	\$ 179.35	\$ 264.32	\$ 349.27	\$ 434.23	\$ 97.13
8 cubic	\$ 121.41	\$ 224.18	\$ 330.39	\$ 436.58	\$ 542.77	\$ 121.41
Enclosure Access Fee	\$ 10.00	\$ 20.00	\$ 30.00	\$ 40.00	\$ 50.00	\$ 10.00

Closed Access Fee is for each time the container is emptied. On a special service fee, the fee is charged only once.

E. Automatic Container Locking Mechanism for open space Commercial establishments:

Locks available through the Solid Waste Department and purchased by owner / tenant at full cost value to be billed on the utility account. (One-time fee)

F. Compacted Trash: The rate for compacted trash per pick up shall be:

Container Size	Charge Per Pick Up
4 cubic yards	\$ 290.49
6 cubic yards	\$ 388.50

10-40 cubic yard Compactor Roll-offs:

Service & Connect Fee \$ 168.24 (per container)

Haul Fee \$ 280.42 (per container per haul) plus tipping fee charged by the Northwest New Mexico Regional Solid Waste Authority. Plus applicable taxes and surcharges. Fees subject to change.

Title 8 Chapter 6 Section 7 Paragraph A-4 shall be amended by inserting the following into the rate schedule:

4. Temporary Service: The rate for the collection and disposal of waste on a temporary basis shall be (term subject to contract):

Containers Fee

15, 12, 10, and 8 Yard Containers:

Setup and removal \$ 28.04 (one-time fee per container)

Haul Fee/Gallup \$ 84.12 (per container per haul) plus tipping fees charged by the Northwest New Mexico Regional Solid Waste Authority plus applicable taxes and surcharges. Fees subject to change.

Haul Fee Thoreau \$ 300.00 (per container, per haul) plus tipping fees charged by the Northwest New Mexico Regional Solid Waste Authority plus applicable taxes and surcharges. Fees subject to change.

Monthly Rental Fee \$100.00 (fee waived if first pick up completed within 30 days or two (2) or more hauls per pickups completed per month)

Overload & Over Weight Capacity Equivalent to Commercial Open Truck Rates. Fees subject to change.

40, 30, and 20 Yard Containers:

Setup and removal \$84.12 (one-time fee per container)

Haul Fee/Gallup \$140.21 (per container per haul) plus tipping fees charged by the Northwest New Mexico Regional Solid Waste Authority plus applicable taxes and surcharges. Fees subject to change.

Haul Fee Thoreau \$ 300.00 (per container, per haul) plus tipping fees charged by the Northwest New Mexico Regional Solid Waste Authority plus applicable taxes and surcharges. Fees subject to change.

Monthly Rental Fee \$ 150.00 (fee waived if first pick up completed within 30 days or two (2) or more hauls per pickups completed per month)

Overload & Over Weight Capacity Equivalent to Commercial Open Truck Rates

PASSED, ADOPTED AND APPROVED on this 25th day of October, 2016.

CITY OF GALLUP

Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

Discussion/Action Topic 8

**Approval of Budget Adjustment for Design and Construction of
12-Inch Waterline Within Gurley Avenue to Provide Enhanced
Water Service to UNM-Gallup**

Dennis Romero, Water and Sanitation Director



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: October 25, 2016

SUBJECT: Request to Approve Budget Adjustment for Design and Construction of a 12-inch Waterline within Gurley Avenue (Additional UNM-Gallup Campus Facilities) to Provide Enhanced Water Service to UNM-Gallup.

DEPT. OF ORIGIN: Water and Sanitation

DATE SUBMITTED: October 17, 2016

SUBMITTED BY: Dennis Romero, P.E., Director

Summary

During its April 26th, 2016 Regular Meeting, the City Council approved an Intergovernmental Services Agreement with the University of New Mexico for the City to design and build a 12-inch waterline for UNM-Gallup Campus Facilities, with the University of New Mexico reimbursing the City for the costs of design and construction, up to \$542,502.65 using General Obligation Bond (GOB) funding. If the City can complete the 12-inch waterline before the GOB funding expires on June 30, 2016, the University of New Mexico has agreed to further reimburse the City up to \$572,796.95 to coat a 1.5 million gallon reservoir, which is being built as part of Reach 27.13 of the Navajo Gallup Water Supply Project (NGWSP).

Action requested to:

1. Budget adjustment / transfer from fund balance of approximately \$542,502.65 from Water Enterprise Fund to complete the design and construction of the 12-inch Gurley Ave. waterline.

Fiscal Impact:

Reviewed By: _____

Patty Holland
Finance Department

No fiscal impact. City funds expended will be reimbursed by UNM within 30 days of each pay request.

Attachments: (1) Intergovernmental Services Agreement Between City of Gallup and the University of New Mexico; (2) Memorandum of Understanding Between City of Gallup and the University of New Mexico

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Recommend approval of requested action:

1. Budget adjustment / transfer from fund balance of approximately \$542,502.65 from Water Enterprise Fund to complete the design and construction of the 12-inch Gurley Ave. waterline.

Approved for Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

56th 8/31
pdf myself
CC George
Al
Max
Richard

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

A. PURPOSE:

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

B. SCOPE OF WORK:

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

1. UNM's Roles and Responsibilities

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

2. City of Gallup's Roles and Responsibilities

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

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

C. TIMEFRAME:

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

D. FINANCIAL GUARANTEE:

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

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

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

F. ACCESS TO INFORMATION:

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

G. LIMITATION OF LIABILITY:

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

H. MODIFICATION AND TERMINATION:

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

I. NOTICES

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

To the CITY:

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

To UNM-G

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

With a copy to:

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

With a copy to:

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

With a copy to:

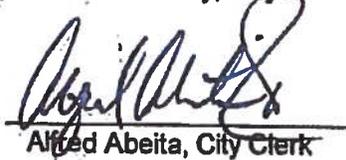
Water and Sanitation Director
City of Gallup
110 West Aztec Avenue
Gallup, NM 87301
Telephone: (505) 863-1289

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

CITY OF GALLUP

By: 
Jackie McKinney, Mayor

Date: 04/27/16

ATTEST: 
Alfred Abeita, City Clerk

Date: 4/27/16

UNIVERSITY OF NEW MEXICO – GALLUP

By: 
Christopher Dyer, Executive Director

Date: 5/10/16

By: 
David W. Harris, Executive Vice President

Date: 5/16/16

By: 
Bruce Cherrin, Chief Procurement Officer

Date: 5/11/16

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

A. NGWSP Reach 27.13 UNM Capital Improvement Costs

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

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

Operation Costs -

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

Operation Sub-Total \$0.00

Maintenance Costs -

Additional maintenance costs to the City are estimated at \$572,801.78. The NGWSP reaches have a design life of 50 years and a standard tank coating system's life is 10-15 years. Accelerating the construction of NGWSP Reach 27.13 by ten years will require the City of Gallup to recoat the 1.5 million gallon reservoir at least one additional time. The costs associated with recoating a 1.5 million gallon reservoir are illustrated below.

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

Replacement Costs -

No additional replacement costs have been identified in this evaluation.

Replacement Sub-Total \$0.00

Estimated O,M&R Total shall be reimbursed to the City after the completion of construction:		O,M&R Total \$572,796.95
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C. Financial Costs

No additional financial costs have been identified in this evaluation.

Financial Total \$0.00

Enclosure (3)

AGENDA

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

Jackie McKinney, Mayor

Linda Garcia
Councilor, District #1

Allan Landavazo
Councilor, District #2

Yogash Kumar
Councilor, District #3

Fran Palochak
Councilor, District #4

Maryann Ustick, City Manager
George Kozeliski, City Attorney

A. Pledge of Allegiance

B. Roll Call

C. Approval of Minutes

Regular Meeting of April 12, 2016

D. Presentations of Commendation and Proclamation

Michael J. Marquez

Purple Heart City Proclamation

E. Discussion/Action Topics

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

AGENDA

Regular City Council Meeting – 4/26/2016

Page 2

Discussion/Action Topics, continued

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

F. Presentation and Information Items

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

G. Comments by Public on Non-Agenda Items

H. Comments by Mayor and City Councilors

I. Comments by City Manager and City Attorney

J. Motion to Adjourn

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

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

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

RECITALS

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

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

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

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

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

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

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

Attachment (1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

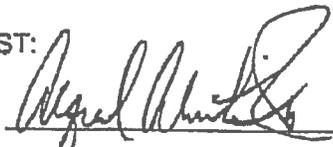
11. Authorized Representatives. This MOU is signed and delivered by an authorized representative of each party as of the date indicated next to the respective signatures below.

CITY OF GALLUP

By: 
Maryann Ustick, City Manager

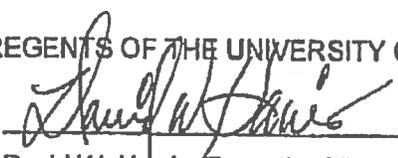
Date: 9/24/14

ATTEST:

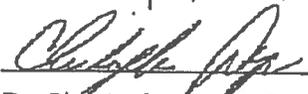
By: 
Alfred Abeita, City Clerk

Date: 9/24/14

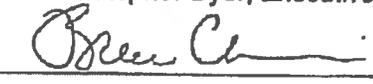
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By: 
David W. Harris, Executive Vice President

Date: 9/30/14

By: 
Dr. Christopher Dyer, Executive Director

Date: 9/29/14

By: 
Bruce Cherrin, Chief Procurement Officer

Date: 9/29/14

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

A. NGWSP Reach 27.13 UNM Capital Improvement Costs

100% Lot 2 - Gurley Avenue Waterline Construction	<u>\$417,390.00</u>
Sub-Total:	\$417,390.00
Tax @ 8.3125%	<u>\$34,655.54</u>
Contract Cost Total:	<u>\$452,085.54</u>
Non-Contract Costs @ 20%	\$90,417.11
Capital Improvement Total	<u>\$542,502.65</u>
Estimated Amount UNM to reimburse the City of Gallup for the capital improvement construction:	<u>Total: \$542,502.65</u>

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

Operation Costs -

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

Operation Sub-Total \$0.00

Maintenance Costs -

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

Item	2010 Average Cost	2014 Average Cost @ 3.75% Inflation
For tank interior blast cleaning and application of interior coating system	\$325,096.00	\$390,797.84
For tank exterior pressure wash cleaning and application of exterior coating system	\$86,601.00	\$104,103.05
For soluble salt removal	<u>\$54,800.00</u>	<u>\$77,896.07</u>
Maintenance Sub-Total		<u>\$572,796.95</u>

Replacement Costs -

No additional replacement costs have been identified in this evaluation.

Replacement Sub-Total \$0.00

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

No additional financial costs have been identified in this evaluation.

Financial Total \$0.00

Enclosure (3)

Discussion/Action Topic 9

Resolution No. R2016-42;
First Quarter Fiscal Year 2017 Budget Adjustments
and Report of Actuals

Patty Holland, Chief Financial Officer



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: October 26, 2016

SUBJECT: 1st Quarter FY2017 Budget Adjustments and Report of Actuals
DEPT. OF ORIGIN: Finance
DATE SUBMITTED: October 20, 2016
SUBMITTED BY: Patty Holland

Summary: Each quarter, the Finance department reviews any changes to the budget and submits these changes to council for approval. The following areas are reviewed: personnel, operations, capital outlay and transfers in and out of each fund. The Department of Finance and Administration (DFA) requires Council to pass a resolution for all budget increases, decreases, and transfers between funds. DFA further requires approval of the report of actuals showing cumulative activity for the fiscal year. The report to DFA regarding budget revisions is due October 31, 2016.

This revision encompasses all budget changes processed July 1, 2016 through September 30, 2016 (Quarter 1 of FY2017).

Fiscal Impact:

None.

Reviewed By: _____

Patty Holland
Finance Department

Attachments: Budget Changes Q 1, FY 2017, Report of Actuals 9/30/16

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

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

Approved for Submittal By:

Patty Holland
Department Director

Jan P. [Signature] (acting CM)
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
RESOLUTION NO. R2016-42**

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

WHEREAS, the Governing Body in and for the City of Gallup, State of New Mexico has amended the budget for Fiscal Year 2017 (July 1, 2016 through June 30, 2017); and

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

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

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

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

WHEREAS, it is the majority opinion of this Council that the proposed budget adjustment meets the requirements as currently determined for the close of the first quarter of 2017.

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

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

ATTEST:

Al Abeita, City Clerk

CITY OF GALLUP, NEW MEXICO

Jackie McKinney, Mayor

Linda Garcia, City Councilor

Allan Landavazo, City Councilor

Yogash Kumar, City Councilor

Fran Palochak, City Councilor

MUNICIPALITY: GALLUP

DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

Period Ending: 09/30/2016

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

Prepared By: P HOLLAND

Patry: Holland 10 14 16

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

Signature _____ Date _____

Fund #	FUND NAME	YEAR-TO-DATE TRANSACTIONS											REQUIRED RESERVES (9)	AVAILABLE CASH (8) - (9)
		BEGINNING CASH BALANCE CURRENT FY (1)	REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)	QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)					
101	GENERAL FUND (GF)	\$3,017,737	6,056,986	138,720	6,479,765	361,055	\$3,094,733	5,218,477	\$8,313,210	539,980	\$7,773,230			
201	CORRECTION	\$349,328	36,947	0	18,396	0	\$367,879	0	\$367,879	0	\$367,879			
202	ENVIRONMENTAL GR	\$1,023,564	413,940	0	1,191,017	29,605	\$276,092	9,631,666	\$9,907,757	0	\$9,907,757			
206	EMS	\$1,529	15,322	0	0	0	\$16,851	0	\$16,851	0	\$16,851			
207	ENHANCED 911	\$0	0	0	0	0	\$0	0	\$0	0	\$0			
209	FIRE PROTECTION FUND	\$644,846	383,731	0	5,459	0	\$1,023,118	0	\$1,023,118	0	\$1,023,118			
211	LEPF	\$22,240	67,200	0	15,583	3,609	\$77,466	0	\$77,466	0	\$77,466			
214	LODGERS' TAX	\$1,006,979	417,846	(25,636)	466,082	12,536	\$945,643	950,029	\$1,895,671	0	\$1,895,671			
216	MUNICIPAL STREET	\$1,191,051	474,485	400,000	712,953	21,071	\$1,373,654	950,029	\$2,323,683	0	\$2,323,683			
217	RECREATION	\$800	0	0	0	0	\$800	0	\$800	0	\$800			
218	INTERGOVERNMENTAL GRANTS	\$8,814	0	0	345	0	\$8,469	0	\$8,469	0	\$8,469			
219	SENIOR CITIZEN	\$97,766	56,851	92,622	175,945	5,286	\$76,580	0	\$76,580	0	\$76,580			
223	DWI PROGRAM	\$0	0	0	0	0	\$0	0	\$0	0	\$0			
299	OTHER	\$4,652,568	942,332	0	914,803	(12,634)	\$4,667,463	950,029	\$5,617,491	0	\$5,617,491			
300	CAPITAL PROJECT FUNDS	\$5,528,277	1,252,807	0	1,378,461	5,037	\$5,407,660	9,572,767	\$14,980,427	0	\$14,980,427			
401	G. O. BONDS	\$180,083	20,263	25,635	159,425	2	\$66,558	0	\$66,558	0	\$66,558			
402	REVENUE BONDS	\$5,205,506	0	1,063,118	0	(509,746)	\$5,758,878	9,098	\$5,767,976	0	\$5,767,976			
403	DEBT SERVICE OTHER	\$2,495,617	0	86,830	0	486,855	\$3,069,302	487,350	\$3,556,653	0	\$3,556,653			
500	ENTERPRISE FUNDS													
	Water Fund	\$0	0	0	0	0	\$0	0	\$0	0	\$0			
	Solid Waste	\$1,429,728	915,403	(69,309)	717,695	86,889	\$1,645,016	3,638,076	\$5,283,092	0	\$5,283,092			
	Waste Water	\$0	0	0	0	0	\$0	0	\$0	0	\$0			
	Airport	\$144,642	8,285	22,320	9,807	7,021	\$172,461	0	\$172,461	0	\$172,461			
	Ambulance	\$0	0	0	0	0	\$0	0	\$0	0	\$0			
	Cemetery	\$0	0	0	0	0	\$0	0	\$0	0	\$0			
	Housing	\$0	0	0	0	0	\$0	0	\$0	0	\$0			
	Parking	\$0	0	0	0	0	\$0	0	\$0	0	\$0			
	506-Joint Utilities	\$9,987,245	9,857,175	(1,734,300)	6,247,053	(444,373)	\$11,418,694	12,335,908	\$23,754,602	0	\$23,754,602			
	516-Fitness Center	\$599,373	71,658	0	58,817	379	\$612,593	0	\$612,593	0	\$612,593			
	590-Rodeo	\$2,953	7,493	0	27,906	(28,768)	(\$46,228)	0	(\$46,228)	0	(\$46,228)			
	592-Gamercro	\$197,464	135,234	0	139,164	(12,364)	\$181,170	0	\$181,170	0	\$181,170			
600	INTERNAL SERVICE FUNDS	\$775,453	599,601	0	895,909	22,128	\$501,273	2,850,086	\$3,351,359	0	\$3,351,359			
700	TRUST AND AGENCY FUNDS	\$842,555	0	0	0	5,315	\$847,870	0	\$847,870	0	\$847,870			
GRAND TOTAL		\$39,406,118	\$21,733,559	\$0	\$19,614,585	\$38,903	\$41,563,995	\$46,593,514	\$88,157,509	\$539,980	\$87,617,529			

Fund	Dept.	Fund	Revenue	Transfer In	Expense	Transfer Out	Increase or (Decrease)	Purpose
General Fund								
101	0000	GF Revenue	32,318	-	26,620	-	(5,698)	Project Roll / Police & K-9 Grants
101	0000	Municipal Court	13,245	-	-	-	(13,245)	Project Roll Municipal Court Automation Grant for FY 2016
101	1025	GF Non Departmental	-	-	99,087	-	99,087	Project Roll / Council project
101	1025	Non Departmental	-	-	250,000	-	250,000	Project Roll Sidewalk Curb & Gutter SP1616
101	1532	Engineering	-	-	20,888	-	20,888	Project Roll Allison Row Acquisition EX1677 / Standard Drawings EX
101	3052	GF YCC Grant	-	-	9,625	-	9,625	Project Roll / Remove Starting YCC Budget & roll balance of project
101	3054	YCC Supervisor	-	-	35,954	-	35,954	Project Roll Budget County contribution for YCC Supervisor funding
101	4043	El Morro	-	-	77,198	-	77,198	Project Roll El Morro Grant / Rev (LFY)
101	1023	Golf	-	-	115,000	-	115,000	Golf Increase cc 8/9/16#6
101	2012	Animal Shelter	-	-	225,231	-	225,231	Bud Veterinarian Svs & Animal Shelter cc9/27/16#5
101	2541	Fire	151,000	-	151,000	-	-	Budget County contribution EMS GRTX - Transport Unit
101	2541	Fire	425,000	-	425,000	-	-	Budget County contribution - Platform truck cc 8/9/16#4
101	3051	Parks / Non Departmental	-	-	(75,000)	75,000	-	Transfer Skate Park allocation fr. Park to PW CP
101	3052	YCC Grant	149,875	-	149,875	-	-	Budget new YCC Grant cc 8/9/16#3
101	3053	Court Yard Square	20,000	-	20,000	-	-	Budget NM Clean & Beautiful
			-	-	-	-	-	
		GF Adjustment	791,438	-	1,530,478	75,000	814,040	
Other Funds								
201		Correction Fees	-	-	75,000	-	75,000	Correct starting budget error cc 8/9/16#5
202		Environmental Surcharge	-	-	5,301,227	-	5,301,227	Project roll
206		EMS	15,322	-	16,847	-	1,525	Budget EMS Grant
209		Fire Fund	-	-	38,461	-	38,461	Roll projects
206		Fire Fund	-	-	473,000	-	473,000	Budget Fire Platform Truck cc 8/9/16#4
209		Fire Fund	383,731	-	373,827	143,299	133,395	Budget Fire Allocation & NMFA for 2017
209		Fire Fund	-	-	(10)	-	(10)	Adjust to actual
211		LEPF	67,200	-	77,509	-	10,309	Adjust to actual LEPF / budget cash balance from PY cc 8/23/16#1
213		Sp Library	74,952	-	44,101	-	(30,851)	Project Roll
214		Lodgers Tax	-	-	170,281	-	170,281	Project roll
216		Streets	609,824	-	858,632	-	248,808	Project roll
218		Inter Governmental Grant	935	-	28,677	-	27,742	Project roll
218		Inter Governmental Grant	13,519	-	13,519	-	-	Budget RAID Grants cc 8/23/16#12
218		Inter Governmental Grant	-	-	(18,928)	-	(18,928)	Adjust roll
219		Senior	21,531	-	-	-	(21,531)	Project roll
219		Senior	15,686	-	(21,129)	-	(36,815)	Adjust Senior to reflect Aging Grant
290		Detox	500,000	-	114,858	-	(385,142)	Project Roll
290		Detox	-	-	45,600	-	45,600	Cover Building Maintenance cc 8/9/16#2
290		Detox	-	-	485,820	-	485,820	NCI 6/mos funding cc 6/14/16
291		CDBG	696,326	-	709,059	-	12,733	Project Roll
306		Water CP	-	-	4,114,986	-	4,114,986	Project Roll
307		GJU CP	1,041,797	-	6,634,737	-	5,592,940	Project Roll
307		GJU CP W	-	150,000	150,000	-	-	Transfer ICIP16 #26 & ICIP17 #44 / Fund 506 to 307
307		GJU CP W	-	250,000	250,000	-	-	Transfer / combine Alley project / fund 506 to 307
307		GJU CP W	(4,000,000)	-	(4,000,000)	-	-	Adjust Navajo Gallup PO for TLC / portion covered by WTB Grant
307		GJU CP W	2,497,550	-	2,497,550	-	-	Budget Reach project to reflect MOD 11 of BOR Grant
307		GJU CP W	7,678,225	-	7,678,225	-	-	Budget BOR Navajo Gallup Water 27.6 TLC cc 6/28/16 #3
307		GJU CP W	150,000	-	150,000	-	-	Budget 15-0520 STB WWTP Res.2015-31
308		Airport	200,065	-	292,502	-	92,437	Project Roll
311		Infrastructure GRT CP	-	-	1,243,244	-	1,243,244	Project Roll

Fund Dept.	Fund	Revenue	Transfer In	Expense	Transfer Out	Increase or (Decrease)	Purpose
311	Infrastructure GRT CP	-	-	(40,000)	40,000	-	Transfer / combine Alley project / fund 311 to 312
312	1/4 GRY Infrastructure	-	-	121,338	-	121,338	Project Roll
312	1/4 GRT Infrastructure	-	40,000	40,000	-	-	Transfer / combine Alley project / fund 311 to 312
391	Legislative	755,861	-	580,858	-	(175,003)	Project Roll
391	Legislative	530,000	-	530,000	-	-	Budget Legislative Grts 16-2458 cc8/9/16#7 / 16-2457&16-2459 cc 8
392	8/3 GO Bond	-	-	10,786	-	10,786	Project Roll
393	2/04 Sales Non Tx Bond	-	-	1	-	1	Project Roll
397	1/05 GJU Rev Bond WW	-	-	210,924	-	210,924	Project Roll
399	Public Works	4,520,844	-	4,771,181	-	250,337	Project Roll
399	Public Works	10,000	75,000	85,000	-	-	Budget Donation rec'd (Tony Hawk) for Skate Park / Transfer in from
480	W W / W Sys Refund	-	-	2,102	-	2,102	Project Roll
491	NMFA	(141,153)	143,299	2,146	-	-	Budget Fire Allocation & NMFA for 2017
498	2/11 GO Bond Refunding	-	-	4,195	-	4,195	Project Roll
504	Solid Waste	-	-	12,951	-	12,951	Project Roll
506	GJU	27,303	-	40,458	-	13,155	Project Roll
506	GJU W	-	-	(150,000)	150,000	-	Transfer ICIP2016#26 & ICIP17#44 / Fund 506 to 307
506	GJU W	-	-	(250,000)	250,000	-	Combine Alley project transfer 506 to 307
506	GJU W	-	-	50,000	-	50,000	Project Roll
506	GJU W Enterprise	30,000	-	-	-	(30,000)	Budget revenue rec'd BOR Meter Grant / expense prior year
507	GJU E Enterprise	-	-	251,229	-	251,229	Project Roll
508	GJU WW Enterprise	-	-	1,368,609	-	1,368,609	Project Roll
590	Rodeo	66,390	-	36,283	-	(30,107)	Project Roll
603	Risk Management	-	-	349,695	-	349,695	Project Roll
603	Risk Management	-	-	118,659	-	118,659	Budget Ford Canyon Senior Center Parking Lot Imp. cc 9/13/16
	Other Funds - Adjustment	15,765,908	658,299	35,944,010	583,299	\$ 20,103,102	
		16,557,346	658,299	37,474,488	658,299	20,917,142	

Discussion/Action Topic 10

Approval of Budget Adjustment for Municipal Court

Patty Holland, Chief Financial Officer



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: October 26, 2016

SUBJECT: Budget Adjustment for Courts
DEPT. OF ORIGIN: Finance
DATE SUBMITTED: October 20, 2016
SUBMITTED BY: Patty Holland

Summary: The courts have received a grant from the state in the amount of \$25,000 that will be used for computers and other related expenditures.

Fiscal Impact:

Reviewed By: Patty Holland
Finance Department

The additional \$25,000 will be budgeted as revenue and expenditure resulting in no fiscal impact.

Attachments: none

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation: Staff recommends approval of the budget adjustment to accept the funds and approve the expenditure.

Approved for Submittal By:

Patty Holland
Department Director

Tom De [Signature] (acting cm)
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

**Approval of Agreement and Acceptance of Easement from
DePauli Rentals, LLC for Reach 27.13 of the
Navajo Gallup Water Supply Project**

George Kozeliski, City Attorney



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: October 25, 2016

SUBJECT: Agreement and Acceptance of Easement for NGWSP Reach 27.13
DEPT. OF ORIGIN: City Attorney's Office
DATE SUBMITTED: October 14, 2016
SUBMITTED BY: George W. Kozeliski, City Attorney

Summary: This is standard agreement to obtain an easement at no charge from DePauli Rentals over property it owns for a water line to the new tank to be constructed on Diocese of Gallup land. The tank will provide water south of Gallup and also to the UNM-Gallup Branch who is providing substantial funds to complete this portion of the NGWSP earlier so that UNM-Gallup will adequate water pressure for fire suppression on campus.

Financial Impact: None

Approved: _____

Patty Holland
Finance Department

Attachments: Agreement Easement

Legal Review: Drafted Agreement and negotiated the same and recommends approval.

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Approval of Agreement and acceptance of easement.

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: _____

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DePAULI RENTALS, LLC., a New Mexico Corporation, hereinafter termed the Grantor for and in consideration of the covenants and consideration in that certain Navajo Gallup Water Supply Easement Agreement between the parties entered into simultaneously herewith, hereby grants, and conveys unto the CITY OF GALLUP, NEW MEXICO, a New Mexico municipal corporation, a perpetual, full and unrestricted easement for utility purposes, in, upon, over and across the following described strips, tracts and parcels of land located in McKinley County, New Mexico, hereinafter described as follows:

DESCRIPTION

A 10' WIDE STRIP OF LAND IN THE SOUTH 1/2 OF TRACT 3 AND A PORTION OF THE EASTERLY 1/2 OF VACATED GLENN AVENUE, CONSTANTS ANNEXATION TO THE CITY OF GALLUP, FILED JULY 31, 1968 AND THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE N01°08'44"W ON A NEW MEXICO STATE PLANE WEST ZONE GRID BEARING ALONG THE EAST BOUNDARY OF SAID TRACT 3 A DISTANCE OF 15.00' TO THE REAL POINT OF BEGINNING;

THENCE S89°07'36"W, PARALLEL TO AND 15' FROM THE SOUTH LINE OF SAID TRACT 3 A DISTANCE OF 289.81' TO THE CENTERLINE OF VACATED GLENN AVENUE AND THE POINT OF ENDING.

CONTAINING 0.066 ACRES MORE OR LESS.

The side lines extended or shortened so as to terminate at the property line.

To have and to hold the said easement for the purposes aforesaid, to the City of Gallup, its successor and assigns so long as the said easement shall not be abandoned for utility purposes.

Dated this 11 day of October, 2016

DePAULI RENTALS, LLC

By: [Signature]
Kristy P. DePauli

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

The foregoing instrument was acknowledged before me this 11 day of October, 2016, by Kristy P.DePauli, Member, for and on behalf of DePauli Rentals, LLC, a New Mexico Limited Liability Company.

[Signature]
Notary Public

My commission expires:
Jan 7, 2019



ACCEPTANCE

Comes now the CITY OF GALLUP, NEW MEXICO and hereby accepts the above Grant of
Easement this ____ day of October, 2016.

CITY OF GALLUP

By _____
Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

NAVAJO GALLUP WATER SUPPLY PROJECT
EASEMENT AGREEMENT

This Agreement made and entered in this 11th day of October, 2016, by and between the City of Gallup, a New Mexico municipal corporation, hereinafter referred to as "City", and DePauli Rentals, LLC., a New Mexico Corporation, hereinafter referred to as "DePauli Rentals LLC", the property owner,

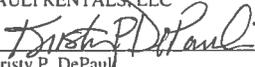
WHEREAS, City desires to obtain an easement across property owned or controlled by DePauli Rentals, LLC for the placement of a waterline for what is known as the Navajo Gallup Water Supply Project (NGWSP) and;

WHEREAS, the DePauli Rentals, LLC is willing to grant such easement to the City at no cost, under certain conditions and for certain consideration, it is hereby agreed as follows:

1. DePauli Rentals, LLC is granting the easement needed to the City for the NGWSP simultaneous with this agreement, and in consideration for the covenants and promises made in this agreement.
2. The DePauli Rentals, LLC will be able to access NGWSP waterline, when built, at one (1) location as agreed to by the parties and marked on the attached "Exhibit A" at no cost. The parties further agree that City shall cause to be installed one (1) tee, at the location marked on the attached exhibit, with proper valving, for the purpose of future service to DePauli Rentals, LLC at no cost to DePauli Rentals LLC. Upon DePauli Rentals, LLC making use of such tee, DePauli Rentals, LLC shall be responsible for all costs associated with the necessary materials, labor and equipment necessary to provide service to DePauli Rentals, LLC.
3. The parties agree DePauli Rentals LLC, once tapped into the water supply, will be at the rate charged by the City for water within the city limits to commercial customers (commercial volume charge) plus the customary monthly service charge plus any applicable surcharges and taxes, with the same being subject to periodic rate changes in Gallup's water rates and not at the higher rate for water customers outside the city limits of Gallup.
4. In addition to the provisions above, City agrees that there will be no fees, such as tap fee, shall be charged to DePauli Rentals, LLC in the future if, and when, DePauli Rentals LLC, or its successors-in-interest desire to access the water line which is to be constructed on the easements granted by DePauli Rentals, LLC. DePauli Rentals, LLC understands that it will be responsible for any and all costs associated with the design and construction of any pipe lines, valves, pressure regulators, pumps, tanks or other appurtenances necessary to provide water of sufficient capacity and pressure to support development by DePauli Rentals, LLC on its property.

5. DePauli Rentals, LLC understands and agrees that they will be required to obtain and install any equipment which may be necessary to reduce water pressure from the NGWSP line and install other equipment at their own expense in order to use it in a commercial reasonable way.
6. DePauli Rentals, LLC understands that the amount of water City will be obtaining as part of the NGWSP is limited in both quantity and availability, and supplies to DePauli Rentals, LLC in support of future development will be limited by the constraints placed on City under its various agreements for NGWSP, and subject to State and Federal regulations.
7. The parties warrant that each has the legal authority to enter into this Agreement is binding upon their respective successors, assigns, grantees, or any entity claiming by or through them.
8. This Agreement may only be modified or changed herein by a subsequent written agreement executed by both parties hereto.

DEPAULI RENTALS, LLC

By: 
Kristy P. DePaul

CITY OF GALLUP

By: _____
Jackie McKinney, Mayor

Attest:

By: _____
Alfred Abeita, City Clerk

Discussion/Action Topic 12

**Approval of Agreement and Acceptance of Three (3) Easements
from Gallup Land Partners, LLC for Reach 27.13
of the Navajo Gallup Water Supply Project**

George Kozeliski, City Attorney



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: October 25, 2016

SUBJECT: Agreement and Acceptance of three easements for NGWSP Reach 27.13
DEPT. OF ORIGIN: City Attorney's Office
DATE SUBMITTED: October 18, 2016
SUBMITTED BY: George W. Kozeliski, City Attorney

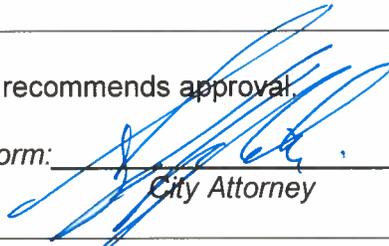
Summary: This is an agreement with standard provisions for entities donating right-of-way to the Navajo Gallup project. This agreement is a bit different because it involves Gallup Land Partners and the amount of land being donated via the easements is substantial. Instead of placing sites on the survey for water taps, these taps will be coordinated with GLP representatives on the ground during construction. Gallup Land Partners is granting three separate easements over different tracts of land they own. The easements will complete the acquisition of right-of-way to the new water tank to be constructed on Diocese of Gallup land to service the UNM-Gallup Branch and areas on the south side of Gallup.

Financial Impact: None

Approved: 
Finance Department

Attachments: Agreement Easement

Legal Review: Drafted Agreement and negotiated the same and recommends approval.

Approved As To Form: 
City Attorney

Recommendation: Approval of Agreement and acceptance of the three easements from Gallup Land Partners, LLC.

Approved for Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

NAVAJO GALLUP WATER SUPPLY PROJECT
EASEMENT AGREEMENT

This Agreement made and entered in this ____ day of October, 2016, by and between the City of Gallup , a New Mexico municipal corporation, hereinafter referred to as "City", and Gallup Land Partners, LLC, A Delaware limited liability company, hereinafter referred to as "GLP", the property owner,

WHEREAS, City desires to obtain an easement across property owned or controlled by GLP for the placement of a waterline for what is known as the Navajo Gallup Water Supply Project (NGWSP) and;

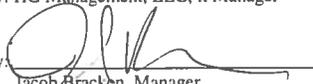
WHEREAS, the GLP is willing to grant such easement to the City at no cost, under certain conditions and for certain consideration, it is hereby agreed as follows:

1. GLP is granting the easement needed to the City for the NGWSP simultaneous with this agreement, and in consideration for the covenants and promises made in this agreement.
2. The GLP will be able to access NGWSP waterline, when built, at locations that will be agreed upon by a representative of GLP and City along the easement at no more than two thousand (2,000') foot intervals, or at other locations along the easement that the parties agree on that make more sense based upon topography, existing roadways, etc. , the same to be at no cost to GLP. The parties further agree that City shall cause to be installed one (1) tee, at each such location, with proper valving, for the purpose of future service to GLP at no cost to GLP. Upon GLP making use of such tee, GLP shall be responsible for all costs associated with the necessary materials, labor and equipment necessary to provide service to GLP.
3. The parties agree GLP, once tapped into the water supply, will be at the rate charged by the City for water within the city limits to commercial customers (commercial volume charge) plus the customary monthly service charge plus any applicable surcharges and taxes, with the same being subject to periodic rate changes in Gallup's water rates and not at the higher rate for water customers outside the city limits of Gallup.
4. In addition to the provisions above, City agrees that there will be no fees, such as tap fee, shall be charged to GLP in the future if, and when, GLP, or its successors-in-interest desire to access the water line which is to be constructed on the easements granted by GLP simultaneously with this agreement. GLP understands that it will be responsible for any and all costs associated with the design and construction of any pipe lines, valves, pressure regulators, pumps, tanks or other appurtenances necessary to provide water of sufficient capacity and pressure to support development by GLP on its property.

5. GLP understands and agrees that they will be required to obtain and install any equipment which may be necessary to reduce water pressure from the NGWSP line and install other equipment at their own expense in order to use it in a commercial reasonable way.
6. GLP understands that the amount of water City will be obtaining as part of the NGWSP is limited in both quantity and availability, and supplies to GLP in support of future development will be limited by the constraints placed on City under its various agreements for NGWSP, and subject to State and Federal regulations.
7. The parties warrant that each has the legal authority to enter into this Agreement is binding upon their respective successors, assigns, grantees, or any entity claiming by or through them.
8. This Agreement may only be modified or changed herein by a subsequent written agreement executed by both parties hereto.

GALLUP LAND PARTNERS, LLC

By: HG Management, LLC, its Manager

By: 
Jacob Bracken, Manager

CITY OF GALLUP

By: _____
Jackie McKinney, Mayor

Attest:

By: _____
Alfred Abeita, City Clerk

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **GALLUP LAND PARTNERS, LLC**, a Delaware limited liability company, hereinafter termed the Grantor hereby grants, and conveys unto the **CITY OF GALLUP, NEW MEXICO**, a municipal corporation, a perpetual, full and unrestricted easement for utility purposes, in, upon, over and across the following described strips, tracts and parcels of land located in McKinley County, New Mexico, hereinafter described as follows:

DESCRIPTION

ROW 926

A STRIP OF LAND VARYING FROM 80.00' TO 40.00' IN WIDTH, LYING IN THE SW 1/4 OF SECTION 27, T15N, R18W, N.M.P.M., GALLUP, MCKINLEY COUNTY, NEW MEXICO, LYING WITHIN THE CITY OF GALLUP SOUTHWEST ANNEXATION, FILED JANUARY 21, 1993 AND THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27, THENCE S89°41'59"W ON A NEW MEXICO STATE PLANE WEST ZONE GRID BEARING ALONG THE SECTION LINE COMMON TO SAID SECTION 27 AND SECTION 34, 1134.87' TO A POINT AND THE REAL POINT OF BEGINNING:

THENCE N00°34'22"E, ALONG THE CENTERLINE OF AN 80.00' WIDE STRIP 329.68' TO A POINT;

THENCE N87°05'52"E, ALONG THE CENTERLINE OF A 40.00' WIDE STRIP 497.21' TO A POINT;

THENCE CONTINUE ALONG THE CENTERLINE OF THE 40.00' STRIP N82°02'04"E, 641.50' TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BAKER STREET AND THE POINT OF ENDING.

CONTAINING 1.65 ACRES ±.

SIDELINES SHORTENED OR EXTENDED AS TO TERMINATE AT PROPERTY LINES/SECTION LINE.

Together with the free and unrestricted rights to the City of Gallup to place therein, thereunder, thereon, and above the same water, sewer lines and pipes, electric power lines, and the necessary appurtenances of such lines, and to grant the use thereof to others for such purposes, and to prohibit the use of such land for purposes which are or which may become, inconsistent with the use hereby granted. Together with the right to enter in, upon, over and across the aforesaid lands for the purpose of construction, operation, maintenance, repair and removal of said utility lines.

To have and to hold the said easement for the purposes aforesaid, to the City of Gallup, its successor and assigns so long as the said easement shall not be abandoned for utility purposes.

Dated this 18th day of October, 2016

GALLUP LAND PARTNERS, LLC

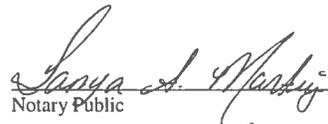
By: HG Management, LLC, its Manager



Jacob Bracken, Manager

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

The foregoing instrument was acknowledged before me this 18th day of October, 2016, by Jacob Bracken, Manager, for and on behalf of GALLUP LAND PARTNERS, LCC, a Delaware limited liability company.



Notary Public

My commission expires:

November 2nd, 2018

ACCEPTANCE

Comes now the CITY OF GALLUP, NEW MEXICO and hereby accepts the above Grant of Easement this ____ day of October, 2016.

CITY OF GALLUP

By _____
Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **GALLUP LAND PARTNERS, LLC**, a Delaware limited liability company, hereinafter termed the Grantor hereby grants, and conveys unto the **CITY OF GALLUP, NEW MEXICO**, a municipal corporation, a perpetual, full and unrestricted easement for utility purposes, in, upon, over and across the following described strips, tracts and parcels of land located in McKinley County, New Mexico, hereinafter described as follows:

DESCRIPTION

URS 308

A STRIP OF LAND 80.00' WIDE LYING SECTION 34, T15N, R18W, N.M.P.M., MCKINLEY COUNTY, NEW MEXICO AND THE EAST LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34, THENCE N89°06'32"W ON A NEW MEXICO STATE PLANE WEST ZONE GRID BEARING ALONG THE SECTION LINE COMMON TO SAID SECTION 34, T15N, R18W AND SECTION 3, T14N, R18W, N.M.P.M. 1149.79' TO A POINT; THENCE N00°34'22"E, 601.98' TO A POINT ON THE NORTH BOUNDARY OF THE CHURCH PROPERTY AND THE REAL POINT OF BEGINNING:

THENCE N00°34'22"E, 4618.48' TO A POINT ON THE NORTH LINE OF SAID SECTION 34 AND THE POINT OF ENDING.

CONTAINING 8.48 ACRES ±.

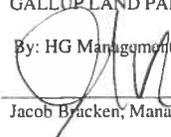
THE WEST LINE SHORTENED OR EXTENDED AS TO TERMINATE AT PROPERTY LINES.

Together with the free and unrestricted rights to the City of Gallup to place therein, thereunder, thereon, and above the same water, sewer lines and pipes, electric power lines, and the necessary appurtenances of such lines, and to grant the use thereof to others for such purposes, and to prohibit the use of such land for purposes which are or which may become, inconsistent with the use hereby granted. Together with the right to enter in, upon, over and across the aforesaid lands for the purpose of construction, operation, maintenance, repair and removal of said utility lines.

To have and to hold the said easement for the purposes aforesaid, to the City of Gallup, its successor and assigns so long as the said easement shall not be abandoned for utility purposes.

Dated this 18th day of October, 2016

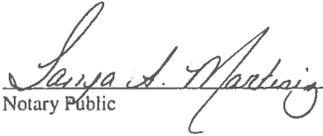
GALLUP LAND PARTNERS, LLC

By:  HG Management, LLC, its Manager

Jacob Bracken, Manager

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

The foregoing instrument was acknowledged before me this 18th day of October, 2016, by Jacob Bracken, Manager, for and on behalf of GALLUP LAND PARTNERS, LCC, a Delaware limited liability company.


Notary Public

My commission expires:

November 23rd, 2018

ACCEPTANCE

Comes now the CITY OF GALLUP, NEW MEXICO and hereby accepts the above Grant of Easement this ____ day of October, 2016.

CITY OF GALLUP

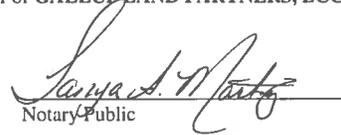
By _____
Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

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

The foregoing instrument was acknowledged before me this 18th day of October, 2016, by Jacob Bracken, Manager, for and on behalf of GALLUP LAND PARTNERS, LCC, a Delaware limited liability company.


Notary Public

My commission expires:
November 29th 2018

ACCEPTANCE

Comes now the CITY OF GALLUP, NEW MEXICO and hereby accepts the above Grant of Easement this ____ day of October, 2016.

CITY OF GALLUP

By _____
Jackie McKinney, Mayor

ATTEST:

Alfred Abeita, City Clerk

Discussion/Action Topic 13

**Approval of Settlement Agreement on G-22 Water Rights Litigation with the
Protestants Tri-State Generation and Transmission Association, Inc.
and Western Refining Southwest, Inc.**

George Kozeliski, City Attorney

(Note: supporting documentation will be provided at the meeting)

Discussion/Action Topic 14

**Approval to Change the Date of the November 8, 2016 Regular City Council Meeting
to November 9, 2016 at 6:00 P.M.**

Maryann Ustick, City Manager

(No supporting documentation)