

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Crystal G. Mullins

Joseph D. Calderón

Garry A. Buie

John W. Boyd

City Manager

J. J. Murphy

August 3, 2015



**Hobbs City Commission
Regular Meeting
City Hall, City Commission Chamber
200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico**

Monday, August 3, 2015 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Crystal Mullins
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

John W. Boyd
Commissioner - District 6

A G E N D A

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the July 20, 2015, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

PUBLIC COMMENTS *(For non-agenda items.)*

CONSENT AGENDA *(The consent agenda is approved by a single motion. Any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)*

2. Resolution No. 6327 - Authorizing the Purchase of Two 12-Passenger Shuttle Buses for the Hobbs Senior Center Utilizing GSA Price Agreement No. 50-805-14-11788 with Creative Bus Sales, Inc., in the Total Amount of \$101,188.00 *(Dalia Conken)*
3. Resolution No. 6328 - Authorizing a Cooperative Grant Agreement with the New Mexico Department of Transportation in the Amount of \$77,483.00 for Various Traffic Signal Improvements *(Todd Randall)*
4. Resolution No. 6329- Authorizing the Submission of a Grant Application to the New Mexico Department of Transportation for Public Transportation for FY 16-17 Under Section 5311 of the Federal Transit Act *(Jan Fletcher)*
5. Resolution No. 6330 - Approving the Preliminary Plan for Zia Crossing Subdivision, Phase 2, Unit 6, as Recommended by the Planning Board, Located Southeast of the Intersection of Millen Drive and Zia Crossing Parkway, as Submitted by Black Gold Estates, LLC *(Kevin Robinson)*
6. Resolution No. 6331 - Approving the Preliminary Plan for Oak Manor Subdivision, Unit 2, as Recommended by the Planning Board, Located Northeast of the Intersection of College Lane and Bensing Rd., as Submitted by JBS Development, LLC *(Kevin Robinson)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. **FINAL ADOPTION:** Ordinance No. 1088 - Amending Chapter 15.05 and Chapter 15.32 of the Hobbs Municipal Code Related to the Placement of Billboards and Electronic Signage *(Kevin Robinson)*
8. **FINAL ADOPTION:** Ordinance No. 1089 - Authorizing a Boundary Replat and Exchange of Municipal Fee Simple Property for Property Located South of the Intersection of East Bender Blvd. and Ranchland Drive *(Kevin Robinson)*
9. Resolution No. 6332 - Authorizing a Memorandum of Agreement for FY 15-16 with the New Mexico Department of Transportation, Transit and Rail Division, for Public Transportation Services *(Jan Fletcher)*
10. Consideration of Approval of a Task Order with Smith Engineering for Professional Services for Trunk Line F, Phase 8, for the SR 18 Corridor from Central to Millen and Central Street from SR 18 to Navajo *(Todd Randall)*
11. Consideration of Approval of Change Order No. 3 with J & H Services, Inc., for \$1,773,896.20 for the 2014 Trunk Line F Replacement Project *(Todd Randall)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

12. Next Meeting Date:

- ▶ Regular Meeting - ***Monday, August 17, 2015***, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 28, 2015
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of July 20, 2015

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

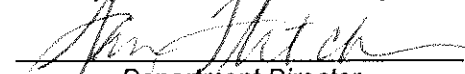
Legal Review:


Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 20, 2015, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

Mayor Cobb called the meeting to order at 6:00 p.m. and welcomed everyone in attendance to the meeting. The City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Jonathan Sena
Commissioner Crystal Mullins
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Eric Enriquez, Fire Chief
Shawn Williams, Fire Marshal
Barry Young, Fire Deputy Chief
Brian Dunlap, Deputy Police Chief
Paul Thompson, Fire Captain
Raymond Bonilla, Plan Examiner Coordinator
Manny Marquez, Building Official
Andrew Gonzales, Fire Inspector
Ronny Choate, General Services Director
Ron Roberts, Information Technology Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Kevin Robinson, Development Coordinator
Tim Woomer, Utilities Director
Doug McDaniel, Parks and Recreation Director
Michal Hughes, Parks and Recreation Superintendent
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Nikki Sweet, Human Resources Director
Nicholas Goulet, Benefits and Safety Coordinator
Lindsay Chism, Director of Communications
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
29 citizens

Mayor Cobb stated tonight's meeting is being broadcast live on the City's radio station 99.3 FM.

Invocation and Pledge of Allegiance

Commissioner Sena delivered the invocation and Commissioner Mullins led the Pledge of Allegiance.

Approval of Minutes

Commissioner Boyd moved that the minutes of the regular meeting held on July 6, 2015, be approved as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Executive Session

The City Commission convened in closed executive session on Monday, July 20, 2015, at 4:30 p.m., for discussion of limited personnel matters, specifically the City Manager's performance evaluation and contract. No action was taken during the meeting.

Proclamations and Awards of Merit

There were no proclamation or awards of merit presented.

Public Comments

Mr. Oscar Gonzalez thanked the Commission for all of the hard work it demonstrates in the City and for its good decision on hiring Mr. J. J. Murphy as the City Manager for Hobbs. He stated he read the accomplishments that Mr. Murphy has done in the community and praised all his hard work.

Mr. Gonzalez stated he played in the 29th Annual Paisano Golf Tournament and City staff were very professional and the golf course is top of the line.

Ms. Pat Huntley, owner of Crazy Dog Lady of New Mexico, acknowledged Ms. Missy Collins, receiving the Warrior Award for transporting pets to other adoption facilities. She stated 2007 pets have been rescued since July, 2014. She stated without this rescue effort, pets would have been euthanized. Ms. Huntley encouraged the Commission and City staff to educate the public on spaying and neutering because

the pets in the community are having babies at a high rate. She added that educational material should also be bilingual. Ms. Huntley stated that rules and regulations of the Animal Ordinance need to be enforced in the community.

Ms. Joyce Walker thanked the Mayor and the Commission for proclaiming July 16, 2016, as "Joe and Joyce Walker Day".

In response to Ms. Walker's question, Mayor Cobb stated Ms. Ann Betzen, Executive Assistant/Risk Manager, researched all the history on the Walkers for the proclamation. Ms. Walker was very thankful to Ms. Betzen.

Ms. Barbara Whitson addressed concerns regarding Mr. Murphy's salary increase and the Commission re-negotiating his contract after it had barely been in place.

Mr. Nadeem Kassis stated he has concerns regarding the proposed sign ordinance that the Commission will soon be considering. He stated digital signage is the wave of the future. Mr. Kassis stated the proposed sign ordinance would prohibit sign owners from using any traffic colors, which is not feasible. He stated it would affect numerous signs already in place in Hobbs. Mayor Cobb encouraged Mr. Kassis to meet with the Planning Board and address his concerns. Mayor Cobb stated there are safety issues with current signs in Hobbs and the City's intent is to find the right balance for everyone involved.

Commissioner Buie thanked Mr. Kassis for addressing his concerns to the Commission.

Mr. Kevin Naegele, Chairman of the Community Board Affairs Board and Director of USSSA Softball, stated USSSA Softball and the City are currently on a cooling off period regarding recent negotiations. He stated the parties will continue discussions regarding the future of the USSSA Softball and the City.

Commissioner Buie thanked Mr. Naegele for addressing his concerns to the Commission.

Mr. Naegele thanked the Commission for being extremely supportive of USSSA Softball.

Mr. Byron Marshall addressed the Commission regarding Commission meetings being web streamed or televised.

In reply to Mayor Cobb's inquiry, Mr. Murphy stated the Information Technology Department is researching web streaming and television viewing of the City

Commission meetings and will submit costs by the end of the year. He stated he intends to visit Clovis and Las Cruces, New Mexico, to discuss its web streaming of its meetings.

Mr. Marshall stated he has requested the Commission meetings be web streamed since May, 2015, and the Commission has not moved forward on his request.

Commissioner Newman stated that he has only heard from two citizens requesting the Commission meetings be web streamed or televised which is Mr. Marshall and Mr. Dennis Barcuch. He stated he does not see a community demand on the issue.

In response to Mr. Marshall's question, Commissioner Sena stated the City does receive numerous calls regarding safety and the EAGLE IC and security cameras were installed in the community for safety issues.

Mayor Cobb stated if it is the Commission's decision to implement web streaming or televise the Commission meetings, the City will move forward on the project.

Consent Agenda

Mayor Cobb explained the Consent Agenda and the process for removing an item from the Consent Agenda and placing it under Action Items.

Commissioner Boyd moved for approval of the following Consent Agenda Item(s):

Resolution No. 6319 - Authorizing the Mayor to Execute an Agreement Between the City of Hobbs and the Southeastern New Mexico Economic Development District/COG for FY 15-16.

Resolution No. 6320 - Appointing a Voting Delegate and Alternate Delegate for the Annual New Mexico Municipal League Conference in Albuquerque, New Mexico.

Resolution No. 6321 - Approving the Certification of Huntley Witmer Development, LLC, of Taos as a Pre-Qualified "Potential Qualifying Grantee" Pursuant to the City of Hobbs Municipal Code Chapter 3.14 of the Affordable Housing Ordinance.

Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Discussion

Mayor Cobb stated although the City is in good financial condition, the Commission is aware of the downturn economically in the community and the City is being frugal with its expenditures.

Action Items

Resolution No. 6322 - Accepting a Warranty Deed Dedication of Real Property Located East of Ledgestone Apartments Containing 3.157 Acres for Use as a Retention Pond. Mr. Kevin Robinson, Development Coordinator, stated the warranty deed dedication for property located east of Ledgestone Apartments, which contains +/- 3.157 acres, has been fully developed as a retention pond. He stated this retention pond can service a greater area concerning flood mitigation.

Commissioner Calderón moved that Resolution No. 6322 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Consenting to the Miller Annexation for Property Located Northeast of the Intersection of Apodaca and Grimes Street As Recommended by the Planning Board. Mr. Robinson explained the ordinance and stated the annexation area contains 1.3728 +/- acres and is located northeast of the intersection of Apodaca and Grimes Streets.

There being no discussion and no comments from the audience, Commissioner Newman moved to publish notice of intent to adopt the proposed ordinance at a later date. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Consideration of Approval of Bid No. 1529-15 for Effluent Reuse Project Phase II Mahan to Rockwind and Recommendation to Accept Bid from Smithco Construction, Inc., in the Estimated Cost of \$6,604,498.86 Including Gross Receipts Tax. Mr. Tim Woomer, Utilities Director, explained the bid and stated the base bid includes the installation of a 20" effluent pipeline and associated appurtenances to connect the City's existing reclaimed water system to the Rockwind Community Links Golf Course on A Street. He also explained the alternates as follows: Alternate #1 includes quantities to extend the 20" effluent line northwest along A Street to Jack Gomez Blvd; Alternate #2 includes quantities to extend the 20" effluent line northeast along Jack Gomez Blvd., to the Railroad Right-of-Way at Lovington Highway;

Alternate #3 includes the extension of a 12" effluent line and associated appurtenances from Smith Lane north for 950 feet along Bensing Road; Alternate #4 is for the installation of a 12" potable water line and related appurtenances from the intersection of West County Road and West Bender Blvd., to the Zia Crossing Subdivision located at the intersection of Millen Dr. and Business Park Blvd.; and Alternate #5 is for the installation of a 10" potable water line and related appurtenances from Harry McAdams Park east along Jack Gomez Blvd to the Railroad Right-of-Way at Lovington Highway and then extending northwest along Lovington Highway and connecting to an existing 24" potable water line that is tied to the HIAP Pump Station and GS Reservoir. Mr. Woomer stated Smithco Construction, Inc, is deemed to be the low bidder for this project. He stated the estimated construction cost is \$6,604,498.86 which includes gross receipts tax.

Mayor Cobb stated the City received \$3.2 million of State funding for the Effluent Reuse Project Phase II. Mr. Woomer agreed and stated the City also received \$350,000.00 of State appropriation funds. Mr. Woomer stated \$1.8 million has been approved by the Water Trust Board and has been forwarded to State for approval, which will offset the City's cost for the project.

In reply to Mayor Cobb's question, Mr. Woomer stated the Effluent Reuse Project Phase II will assist in fire protection on West County Road. He stated this project is 18% below cost and encouraged the City to move forward due to funding being available.

In response to Commissioner Newman's inquiry, Mr. Woomer stated it will take approximately 300 days to complete the Effluent Reuse Project Phase II.

Commissioner Boyd thanked Mr. Woomer and his staff for their diligence on the Effluent Reuse Project Phase II. Mr. Woomer stated Mr. Leo Wilson, W.W.T.P. Superintendent, deserves all the credit for the forthcoming Effluent Reuse Project Phase II moving forward.

Commissioner Boyd moved to accept the bid from Smithco Construction, Inc., in the amount \$6,604,498.86 for Effluent Reuse Project Phase II Mahan to Rockwind including all of the alternates. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of RFP No. 479-15 to Furnish Agent of Record Services for Health, Life and Benefit Insurance Services and Recommendation to Accept Proposal from AON Corporation. Mr. Toby Spears, Finance Director, explained the RFP and stated three proposals were received to furnish agent of record services for

health, life and benefit insurance services. He stated the three proposals were received from AON, Arthur J. Gallagher & Company and Woods Insurance Service. Mr. Spears stated an Evaluation Committee was formed of City staff and the recommendation is to award the RFP to AON. Mr. Spears stated the cost is approximately \$60,000.00 for the agent of record and \$20,000.00 for GASB 45 retiree healthcare liability analysis.

In response to Mayor Cobb's inquiry, Mr. Spears stated there has been a savings of \$800,000.00 since the City became self insured.

Commissioner Buie moved to accept the RFP from AON Corporation in the amount of \$80,000 of which \$60,000.00 is to furnish the agent of record fee and \$20,000.00 for GASB 45 analysis to furnish agent of record services for health, life and benefit insurance services. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 6323 - Authorizing an Allocation of Lodgers' Tax Funds to Fund the Lea County Commission for the Arts (\$9,500.00) and for the Tuff Hedeman Championship Bull Riding (\$20,000.00). Mr. Spears stated an annual meeting for Lodgers' Tax was held in April, 2015, in which the Board recommended a request from Lea County Commission of the Arts (LCCA) to the Hobbs City Commission for consideration in the amount of \$25,000.00 and the Commission awarded the request. He stated the Lodgers' Tax Board met again on July 8, 2015, and the Board is again recommending a request from LCCA for "Celebracion II" Hispanic Heritage Month Celebration in the amount of \$9,500.00. The Board is also recommending funding for the Tuff Hedeman Championship Bull Riding in the amount of \$20,000.00 for the Commission's consideration. Mr. Spears stated the cash balance available for awards for promotional events is \$89,000.00.

In reply to Mayor Cobb's question, Mr. Spears stated LCCA is requesting funding by increments of which five events were awarded at \$5,000.00 each at the Annual meeting for a total of \$25,000.00. He stated the Tuff Hedeman Championship Bull Riding is a new request that is being presented.

Mayor Cobb requested separate motions be made by the Commission for LCCA and the Tuff Hedeman Championship Bull Riding.

Mr. Murphy stated the Commission initially awarded LCCA \$5,000.00 per event, so this request before the Commission should only be in the amount of \$4,500.00 because it is one of the events that was requested at the annual meeting.

In response to Commissioner Newman's inquiry, Mr. Andrew Akufo with LCCA stated his organization is working in conjunction with Mr. Gonzales and the Hispano Chamber of Commerce to host the "Celebracion II" Hispanic Heritage Month Celebration. He stated the Downtown Sounds Concerts drew 1,500 spectators/participants to the community. Mr. Akufo stated a survey was taken by a raise of hands of attendees that were from out-of-town and half raised their hands. He stated he used the numbers of the Downtown Sounds Concert for heads-in-beds because it is a similar event.

Mr. Gonzalez stated in the past, the Commission has asked for non-profit organizations to partner together. He stated the Hobbs Hispano Chamber and LCCA have partnered to host the "Celebracion II" Hispanic Heritage Month Celebration which will be held in conjunction with Fiesta de Septiembre. Mr. Gonzalez stated the "Celebracion II" is Flamenco dancing and the Fiesta de Septiembre will introduce popular bands.

Commissioner Sena stated he attended the Downtown Sounds Concert and it was very successful and the bands were very good. He stated he is in favor of the "Celebracion II" Hispanic Heritage Month Celebration which will be held in conjunction with the Fiesta de Septiembre.

Commissioner Sena moved that the request from LCCA for the "Celebracion II" Hispanic Heritage Month Celebration in the amount of \$4,500.00 be adopted as presented. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Mayor Cobb requested Mr. Akufo report to the Commission on the statistics of overnight stays for the "Celebracion II" Hispanic Heritage Month Celebration. Mr. Akufo agreed.

Mayor Cobb requested any questions or a motion regarding the Lodgers' Tax request from Tuff Hedeman Championship Bull Riding in the amount of \$20,000.00.

Commissioner Buie moved that the request from Tuff Hedeman Championship Bull Riding in the amount of \$20,000.00 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6324 - Adopting a 4th Quarter Budgetary Adjustment for FY 14-15. Mr. Spears stated the mid-year budget for the City was approved on January 20, 2015. He stated this adjustment incorporates various reclassifications and adjustments within the City funds from January 1, 2015, through June 30, 2015. Mr. Spears stated the overall final budget is \$165,758,034.20 for expenditures and \$134,238,199.96 for revenues. He stated adjustments to transfer have been made to meet the State of New Mexico Department of Finance and Administration (NMDFA) requirements, while maximizing the cash balance in the General Fund. Mr. Spears stated the adjustments have reconciled with the NMDFA and audit reports. He stated the JAG Grant has been also reconciled and there is no budgetary impact.

Commissioner Boyd moved that Resolution No. 6324 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6325 - Approving the 2015 Department of Finance and Administration (DFA) 4th Quarter Financial Report. Mr. Spears stated the NMDFA requires that a 4th quarter NMDFA financial report for FY15 be approved by the governing body. He stated the ending balance for June 30, 2015, is \$120 million and incorporated into the FY16. Mr. Spears stated the actual revenue and expenditures for FY15 crosswalks the amounts to the required NMDFA 4th quarter financial report.

Commissioner Boyd moved that Resolution No. 6325 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6326 - Adopting a Budgetary Adjustment for FY 15-16. Mr. Spears stated the budgetary adjustment for FY 15-16 incorporates the adjusted cash balances as of June 30, 2015. He stated it also incorporates a few new items for consideration and items budgeted in FY 14-15 but not completed and requested for carry-over in the current year.

Commissioner Buie moved that Resolution No. 6326 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Murphy stated the accomplishments listed in the newspaper and referenced earlier in the meeting are not only his accomplishments but also the work of the City Commission and all City employees and business owners in the community.

Mr. Murphy stated he will be attending the New Mexico Municipal League (NMML) Resolution Committee meeting in Albuquerque, New Mexico, on Saturday, to insure that the interest of the City is protected.

Mr. Murphy stated he witnessed Fire Marshal Shawn Williams picking up trash while he was outside walking, which demonstrates that City employees go above and beyond their duties.

Commissioner Mullins expressed appreciation to Mr. Byron Marshall for his diligence on wanting the Commission meetings web streamed or televised. She stated the City and Commission thrive on transparency but it takes time to move projects forward and the City needs to go through the proper procedures.

Commissioner Mullins also expressed appreciation to the comment regarding protecting taxpayers dollars. She stated the City currently has 45% in reserves which is a representation of the Commission protecting taxpayer dollars. Commissioner Mullins thanked Mr. Murphy and City staff for also assisting in protecting taxpayer dollars.

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Calderón seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 7:10 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: A Resolution Authorizing the Purchase of (2)12 Passenger Shuttle Bus, NMDOT Contract # NMDOT 50-805-14-11788 Valid Until October 31, 2015 with Creative Bus Sales.

DEPT. OF ORIGIN: Parks and Recreation, Senior Center
DATE SUBMITTED: July 27, 2015
SUBMITTED BY: Dalia Conken, Senior Affairs Coordinator

Summary:

NMDOT Contract Award # NMDOT 50-805-14-11788; Purchase two (2) – 2016 StarCraft Allstar 22' 12 Passenger, 2 Wheelchair Ford E350 - \$50,594.00 each for a total of \$101,188.00

Fiscal Impact: The proposal will be funded through Capital Outlay, New Vehicles, Line item 17-4017-43003. (Total Budget is \$170,000.00)

Reviewed By: _____

[Signature]
Finance Department

Attachments: NMDOT Contract and copy of Creative Bus Sales quote
Resolution

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Award NMDOT Contract # NMDOT 50-805-14-11788 Valid until October 31, 2015 with Creative Bus Sales.

Approved For Submittal By:

[Signature]

Department Director
[Signature]

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6327

A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE CONTRACT # NMDOT 50-805-14-11788
WITH CREATIVE BUS SALES TO PURCHASE TWO (2)
12 PASSENGER SHUTTLE BUSES FOR THE HOBBS SENIOR CENTER

WHEREAS, the City of Hobbs Senior Center has determined that there is a need to provide services for senior citizens; and

WHEREAS, the City of Hobbs Senior Center is in need of two (2) 12 passenger shuttle buses; and

WHEREAS, NMDOT contract NMDOT 50-805-14-11788 with Creative Bus Sales is valid until October 31, 2015;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to execute, on behalf of the City of Hobbs, Contract # NMDOT 50-805-14-11788 to purchases two (2) 12 passenger shuttles buses from Creative Bus Sales.

PASSED, ADOPTED AND APPROVED this 3rd day of August, 2015.

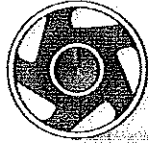
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

6/30/2015

S2K #



Creative Bus Sales

NMDOT CONTRACT

Contract # NMDOT 50-805-14-11788

Preparer: Mike Shultz

BASE MODEL - CURRENT MODEL YEAR - 2016

Unit Price

StarCraft Allstar 22' 12-2 W/C Base Price: \$45,024.00

22 ft Cutaway Van, 12 Passenger, 2WC, 158" WB, GAS, E-350 5.4L

Additional Options: \$5,570.00

	Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating	
Base Model	22'	Back	2	12	Subtotal: \$50,594.00
Adjusted Model	22'	Back	1	12/14	Quantity: 1
					Total: \$50,594.00

Proposal For: City Of Hobbs
Contact: Dalia Conken
Delivery Address: 200 E Broadway
 Hobbs, NM 88240
Office: 575-397-9301 **Mobile:** _____
Email: dconken@hobbsnm.org

Floorplan

DEALER APPROVAL

APPROVED

CUSTOMER SIGNATURE

E-350 12,500 GVWR

SCALE IN INCHES

STARCRRAFT BUS	

BASE MODEL		Unit Price
StarCraft Allstar - 22' 12-2		
22R Cutaway van with Wheelchair Lift, 12 passenger, 2 W/C		\$45,024.00
**Items to Delete or Change		
Model: StarCraft Allstar 22'		Capacity: 12 Passengers w/ 2 Wheelchair
A/Star Ford E350	A/Star 22' 158" WB E-350 5.4L V-8 Gas Engine W/225 AMP OEM ALT	Lift Fast Idle With 403 Interlock
Special Build Order	Front End Alignment - Ice-In caster camber - include printout Back Up Alarm 107 DB	Q-Strait W.C. Securement Kits, Accessories
Sidewall/Rearwall/Ceiling	Sidewall: Grey FRP Rearwall: Grey Cloth Ceiling: Grey Cloth Driver Area: Grey Padded Vinyl	Misc Accessories Safety Options
Flooring - White Nosing is Standard	Also: Gerfor Sirius NT #6501 Graphite (Black) Under Seats: Gerfor Sirius NT #6501 Graphite (Black)	STARCRRAFT Fast Idle with FMVSS 403 Interlock Ford Gas/Dsl RCT-01363 Q-8301-L Max Retrct Tie Down, Q8-6326-A1 Comb Lap/Shldr, L Trk (2) Q-Straing Belt Cutter (ship loose) Priority Seating Sign **Required for ADA Compliance** (2) 5 Lb Fire Extinguisher 16 Unit First Aid Kit Emergency Triangle Kit Interior Convex Mirror 6"X9" Wide Angle Lens 11" X 14", Fresnel Emergency Exit Decal RED (Over Emergency Window) (2)
Chassis	Front Mud Flaps, pair Mor-Ryde RL Suspension	Grab Rail/Stanchion/Panels
Tie-In Systems Ceiling Mount Evaporator Heaters	R2365T TIE-IN 65K 23023 EVAP - 25065 2 Fan SAH Cond R2365T Ford Hot Water Heater, 65K BTU-Mounted to Seat Frame	Seating - Driver Freedman Shield & Lo Cam Driver Seat Fabrics
Misc	Defroster Fan - Mount Location Right Side of Defrost Fan	Passenger Seating - STD Rigid Seats
Electrical	Battery Box and Tray Light in Engine Area	Passenger Seat Fabrics Seat Options
Exterior Lights	LED Rear Center Mount Brake Light, Rectangular	Seat Belts
Audio/Visual	Deluxe AM/FM/CD 4-Speakers w/M/C Input & Clock	Paratransit Options
Doors/Hatch/Windows	Passenger Door, Electric (Standard)	
Luggage Rack/Storage	Driver Storage In Cab Overhead with Lock	
Braun Lifts	Braun Century NCL919-2 Wheelchair Lift (34" X 51")	

Additional Options				
		qty	total	price each
(5) Fuel System Options		-		
	B. Fuel Tank Access Plate	1	50.00	\$ 50.00
(9) Tires and Wheels		-		
	B. Extended Valve Stems on Rear Wheels	1	150.00	\$ 150.00
(30) Emergency Door		-		
	A. Rear Door With Double Window	1	420.00	\$ 420.00
(34) Forward Facing Foldaway Seat W/Non-Retracting Seat Belt		-		
	B. Double Foldaway Seat	1	680.00	\$ 680.00
(37) Additional Wheelchair Mounts Including Securements		-		
	A. Additional Wheelchair Mounts Including Securements	-1	(435.00)	\$ 435.00
(38) Seat Belt Extenders		-		
	Seat Belt Extenders (Per Each)	2	50.00	\$ 25.00
(45) Driver Stanchion		-		
	B. Driver's Partition	1	90.00	\$ 90.00
(46) Grab Rail		-		
	A. Additional Ceiling Grab Rail Extending the Length of Bus	1	115.00	\$ 115.00
(48) Air Conditioning		-		
	A. Air Conditioning In Lieu of Spec	1	5,300.00	\$ 5,300.00
	C. Delete Standard Air Conditioning (Use Neg Qty)	-1	(4,500.00)	\$ 4,500.00
(61) PA System		-		
	PA SYSTEM Add or Deduct	1	225.00	\$ 225.00
(65) Body Fluid Clean-Up Kits		-		
	Body Fluid Clean-Up Kit	1	40.00	\$ 40.00
(77) Master Power Switch		-		
	Master Power Switch - To Completely Shut Off Power to All Body Accessories	1	100.00	\$ 100.00
	C. Rear Backup View Camera/Monitor	1	875.00	\$ 875.00
(95) Miscellaneous Not Included In Options - To Be Completed by Vendor		-		
	J. Drivers Side Running Board	1	100.00	\$ 100.00
	A. Delivery/Freight Charge from Bus Manufacturer to Albuquerque NM	1	1,995.00	\$ 1,995.00
	B. One-Way Delivery cost, per mile, from Vendor to Recipient's destination (price should include cost for one hour of recipient orientation)	225	315.00	\$ 1.40
	Total		5,570.00	

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-6

Awarded Vendors:

(AA) 973796
Creative Bus Sales, Inc.
5760 Pino Ave
Albuquerque, NM 87109
Phone: 505-508-5944
Email: marcush@creativebussales.com

Payment Terms: Net 30
FOB: Destination
Delivery: 90 Days ARO

(AB) 51541
Don Chalmers Ford
2500 Rio Rancho Blvd
Rio Rancho, NM 88124
Phone: 505-890-2151
Email: sreeves@donchalmersford.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AC) 61516
National Bus Sales & Leasing Inc.
15580 Hwy 114
Justin, TX 76247
Phone: 817-636-2365
Email: jcobb@nationalbussales.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
AC 0000061516
National Bus Sales & Leasing Inc.
15580 Hwy 114
Justin, TX 76247

Telephone No.: 817-636-2365

Price Agreement Number: 50-805-14-11788

Price Agreement Amendment No.: Two

Term: November 1, 2014 through October 31, 2015

Ship To:
NM Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
NM Department of Transportation
PO Box 1149
Santa Fe, NM 87504

For questions regarding this Price Agreement please contact:
James Ortega 505-827-5135

Title: **Small & Medium Sized Transit Bus**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof and reflect the following immediately:

Please see the attached price increases for the above referenced vendor..

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 04/28/15

FY 16 PRICE INCREASE

PRICE AGREEMENT # 50-805-14-11788
 AMENDMENT NO. ONE
 TITLE: Small & Medium Sized Transit Bus

Vendor: National Bus Sales and Leasing
 Bus Manufacturer: Champion
 Bus Model: Challenger

Base Price:Current Price Agreement- page 193 FY 16 Increase

	Base Price	FY 16 Increase
Passenger Seating to seven (7) with 2 wheelchair seats	\$ 47,226.00	\$ 47,941.00
Passenger Seating to eight (8) with 2 wheelchair seats	\$ 47,406.00	\$ 48,121.00
Passenger Seating to ten (10) with 2 wheelchair seats	\$ 48,380.00	\$ 49,095.00
Passenger Seating to twelve (12) with 2 wheelchair seats	\$ 48,855.00	\$ 49,570.00
Passenger Seating to sixteen (16) with 2 wheelchair seats	\$ 52,778.00	\$ 53,493.00
Passenger Seating to twenty (20) with 2 wheelchair seats	NA	NA

Vendor: National Bus Sales and Leasing
 Bus Manufacturer: Glaval
 Bus Model: Universal

Base Price:Current Price Agreement - page 261 FY 16 Increase

	Base Price	FY 16 Increase
Passenger Seating to seven (7) with 2 wheelchair seats	\$ 50,777.00	\$ 51,492.00
Passenger Seating to eight (8) with 2 wheelchair seats	\$ 50,815.00	\$ 51,530.00
Passenger Seating to ten (10) with 2 wheelchair seats	\$ 51,951.00	\$ 52,666.00
Passenger Seating to twelve (12) with 2 wheelchair seats	\$ 52,546.00	\$ 53,261.00
Passenger Seating to sixteen (16) with 2 wheelchair seats	\$ 55,513.00	\$ 56,228.00
Passenger Seating to twenty (20) with 2 wheelchair seats	\$ 57,549.00	\$ 58,264.00

FY 16 PRICE INCREASE

PRICE AGREEMENT # 50-805-14-11788
 AMENDMENT NO. ONE
 TITLE: Small & Medium Sized Transit Bus

Vendor: Creative Bus Sales
 Bus Manufacturer: Star Trans Bus
 Bus Model: Candidate II & Senator II

Base Price:Current Price Agreement- page 57 FY 16 Increase

	Base Price	FY 16 Increase
Passenger Seating to seven (7) with 2 wheelchair seats	\$ 42,935.00	\$ 43,595.00
Passenger Seating to eight (8) with 2 wheelchair seats	\$ 43,174.00	\$ 43,834.00
Passenger Seating to ten (10) with 2 wheelchair seats	\$ 44,140.00	\$ 44,800.00
Passenger Seating to twelve (12) with 2 wheelchair seats	\$ 44,979.00	\$ 45,639.00

Passenger Seating to sixteen (16) with 2 wheelchair seats	\$ 49,308.00	\$ 49,968.00
Passenger Seating to twenty (20) with 2 wheelchair seats	\$ 52,502.00	\$ 53,162.00

Vendor: Creative Bus Sales
 Bus Manufacturer: Statcraft Bus
 Bus Model: Starlite & Allstar

Base Price:Current Price Agreement - page 24 FY 16 Increase

Passenger Seating to seven (7) with 2 wheelchair seats	\$ 42,968.00	\$ 43,628.00
Passenger Seating to eight (8) with 2 wheelchair seats	\$ 43,215.00	\$ 43,875.00
Passenger Seating to ten (10) with 2 wheelchair seats	\$ 43,997.00	\$ 44,657.00
Passenger Seating to twelve (12) with 2 wheelchair seats	\$ 45,024.00	\$ 45,684.00
Passenger Seating to sixteen (16) with 2 wheelchair seats	\$ 49,433.00	\$ 50,093.00
Passenger Seating to twenty (20) with 2 wheelchair seats	\$ 52,593.00	\$ 53,253.00

Vendor: Creative Bus Sales
 Bus Manufacturer: Eldorado National
 Bus Model: Aerolite & Advantage

Base Price:Current Price Agreement - page 118 FY 16 Increase

Passenger Seating to seven (7) with 2 wheelchair seats	\$ 45,932.00	\$ 46,592.00
Passenger Seating to eight (8) with 2 wheelchair seats	\$ 46,143.00	\$ 46,803.00
Passenger Seating to ten (10) with 2 wheelchair seats	\$ 44,685.00	\$ 45,345.00
Passenger Seating to twelve (12) with 2 wheelchair seats	\$ 47,568.00	\$ 48,228.00
Passenger Seating to sixteen (16) with 2 wheelchair seats	\$ 49,955.00	\$ 50,615.00
Passenger Seating to twenty (20) with 2 wheelchair seats	\$ 54,545.00	\$ 55,205.00



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
(AA) 976796
Creative Bus Sales, Inc.
5760 Pino Ave
Albuquerque, NM 87109

Telephone No.: 505-508-5944

Price Agreement Number: 50-805-14-11788

Price Agreement Amendment No.: One

Term: November 1, 2014 thru October 31, 2015

Ship To:
NM Department of transportation
1120 Cerrillos Road
Santa Fe, NM 87504

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
NM Department of Transportation
PO Box 1149
Santa Fe, NM 87504

For questions regarding this Price Agreement please contact:
James Ortega 505-827-5135

Title: Small & Medium Sized Transit Bus

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please see the attached "REVISED" Price Agreement for alternate buses added that was inadvertently left out.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date:01/15/15



State of New Mexico General Services Department

Price Agreement

REVISED

Awarded Vendor

3 Vendors

Telephone No. _____

Price Agreement Number: 50-805-14-11788

Payment Terms: See Page 7

F.O.B.: See Page 7

Delivery: See page 7

Ship To:

NM Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504

Procurement Specialist: Kathy Sanchez

Telephone No.: 505-827-0487

Invoice:

NM Department of Transportation
PO Box 1149
Albuquerque, NM 87504

For questions regarding this contract please contact:
James Ortega 505-827-5135

Title: **Small & Medium Sized Transit Bus**

Term: **November 1, 2014 through October 31, 2015**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 01/15/15

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-3

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.



State of New Mexico
General Services Department

Price Agreement

REVISED

Awarded Vendor
3 Vendors

Telephone No. _____

Price Agreement Number: 50-805-14-11788

Payment Terms: See Page 7

F.O.B.: See Page 7

Delivery: See page 7

Ship To:
NM Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504

Procurement Specialist: Kathy Sanchez

Telephone No.: 505-827-0487

Invoice:
NM Department of Transportation
PO Box 1149
Albuquerque, NM 87504

For questions regarding this contract please contact:
James Ortega 505-827-5135

Title: **Small & Medium Sized Transit Bus**

Term: **November 1, 2014 through October 31, 2015**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 01/15/15

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
(AA) 976796
Creative Bus Sales, Inc.
5760 Pino Ave
Albuquerque, NM 87109

Telephone No.: 505-508-5944

Price Agreement Number: 50-805-14-11788

Price Agreement Amendment No.: One

Term: November 1, 2014 thru October 31, 2015

Ship To:
NM Department of transportation
1120 Cerrillos Road
Santa Fe, NM 87504

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
NM Department of Transportation
PO Box 1149
Santa Fe, NM 87504

For questions regarding this Price Agreement please contact:
James Ortega 505-827-5135

Title: Small & Medium Sized Transit Bus

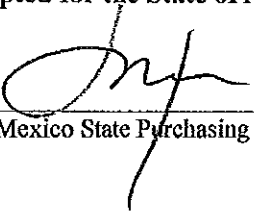
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please see the attached "REVISED" Price Agreement for alternate buses added that was inadvertently left out.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 01/15/15

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-3

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

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20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenwnewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II – Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: COOPERATIVE AGREEMENT Project No. SP-2-16(917), CN: L200278
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 7-28-15
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The purpose of the Cooperative Agreement between the City of Hobbs and the New Mexico Department of Transportation is to provide traffic signal improvements at the Bender/Fowler, Lovington Hwy/Gerry, Lovington Hwy/Millen, Lovington Hwy/Joe Harvey, Marland/Grimes, Marland/Dal Paso, Marland/Sanger, Dal Paso/Navajo, Dal Paso/Broadway, Bender/Jefferson and Marland/West County intersections. The major improvements at the signalized intersections include the installation of battery back-up and the replacement of the bulbs on the street lights with LED bulbs.

The estimated cost of the project is \$77,483.00 with a Department share of 75% and a COH share of 25%.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

FY16 Project Total \$77,483.00 (48-4048-44901-00085)

Grant Amount: \$58,112.00 (75%)
In-Kind / Cash: \$19,371.00 (25%)

Attachments: Resolution & Grant Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approve Resolution authorizing the Mayor to execute the grant agreement with the New Mexico Department of Transportation

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6328

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT AGREEMENT WITH THE STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION FOR
Project No. SP-2-16(917), CN: L200278

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and he hereby is, authorized and directed to execute on behalf of the City of Hobbs a grant agreement with the State of New Mexico Department of Transportation for Project No. SP-2-16(917), CN: L200278. The project will include the installation of battery back-up and the replacement of the bulbs on the street lights with LED bulbs. The total project cost is \$77,483 (75/25 share with NMDOT). The traffic signal improvements will be at the following intersections: Bender/Fowler, Lovington Hwy/Gerry, Lovington Hwy/Millen, Lovington Hwy/Joe Harvey, Marland/Grimes, Marland/Dal Paso, Marland/Sanger, Dal Paso/Navajo, Dal Paso/Broadway, Bender/Jefferson and Marland/West County. A copy of the grant agreement is attached hereto and made a part hereof by reference.

PASSED, ADOPTED AND APPROVED this 3rd day of August, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Contract No. _____
Vendor No. 54339
Project No. SP-2-16(917)
Control No. L200278

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2015 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and **THE CITY OF HOBBS** ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **HOBBS** for the **Plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading & shaping, drainage improvements, traffic signal improvements, misc. on various City roads** as described in Project No. **SP-2-16(917)**, Control No. **L200278** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **SEVENTY SEVEN THOUSAND FOUR HUNDRED AND EIGHTY-THREE dollars and no cents (\$77,483.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department's share shall be 75%** **\$58,112.00**

Plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading & shaping, drainage improvements, traffic signal improvements, misc. on various City roads

- b. The **Public Entity's** required proportional matching
Share shall be **25%** **\$19,371.00**
For purpose stated above

- c. **Total Project Cost** **\$77,483.00**

- 2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **SEVENTY SEVEN THOUSAND FOUR HUNDRED AND EIGHTY-THREE dollars and no cents (\$77,483.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

- 1. Act in the capacity of lead agency for the purpose as described in Section One.
- 2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- 3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- 4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
- 5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
- 6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein

and subject to any additional permit that may be required of the contractor to perform said activities.

7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of

Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost,"** form, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **"Project Certification of Design, Construction, and Cost"** form.
15. Failure to provide the **"Project Certification of Design, Construction, and Cost"** form and an **"AS BUILT Summary of Costs and Quantities"** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program

requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties

hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable 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 Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN – LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its

amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2016.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – APPLICABLE LAW:

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

SECTION TWENTY-TWO – AMENDMENT:

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

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

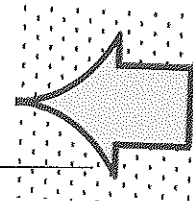
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

By: _____ Date: _____
Assistant General Counsel

City of Hobbs

By: _____
Mayor or City Manager

Date: _____



ATTESTED

By: _____
City Clerk

Date: _____

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name Date

Print Name

Title



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO PROVIDE FUNDING FOR PUBLIC TRANSPORTATION FOR FY 16-17 UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

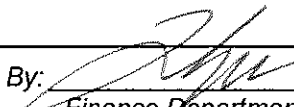
DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 27, 2015
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

- ▶ The City of Hobbs operates the Public Transportation Program known as the "Hobbs Express" under a Section 5311 Grant through the Federal Transit Act (FTA) which is administered by the State of New Mexico, Department of Transportation, (NMDOT), Transit and Rail Division. The program has been in continuous operation under this format since 1989. The grant application requires that each applicant submit a resolution of support from the municipality served by the project.
- ▶ This is a formulary grant whereby the costs of the program are shared as follows:

Administrative	20% City	80% State
Operating	50% City	50% State
Capital	20% City	80% State

Fiscal Impact:

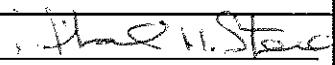
Reviewed By: 
Finance Department

The City's portion of the funding is provided through fares charged for the service and by subsidy from the General Fund. Upon approval of the grant application by the NMDOT, a project agreement will be presented to the Commission for formal consideration at a later date.

Attachments:

Resolution Authorizing Grant Application under Section 5311 of the FTA

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director

City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 6329

A RESOLUTION AUTHORIZING THE CITY OF HOBBS
TO SUBMIT A GRANT APPLICATION TO THE NMDOT
FOR PUBLIC TRANSPORTATION FOR FY 16-17
UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

WHEREAS, the City of Hobbs seeks to continue to offer public transportation to residents and visitors in the City of Hobbs; and

WHEREAS, the State of New Mexico, under Section 5311 of the Federal Transit Act, is requesting applications for grant funding to assist local communities with public transportation needs; and

WHEREAS, the City of Hobbs hereby acknowledges and supports submission of an application for FTA Section 5311 Rural Transportation Grant Funding which provides funding to offset the administrative, operating and capital costs of operating public transportation services in rural areas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that City Manager be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to submit a grant application for FTA Section 5311 Rural Transportation Grant Funding for FY 16-17 to the State of New Mexico, Department of Transportation, for the following project:

PUBLIC TRANSPORTATION SERVICE KNOWN AS THE "HOBBS EXPRESS" OPERATING SIX DAYS PER WEEK WITH ADA ACCESSIBLE VEHICLES.

PASSED, ADOPTED AND APPROVED this 3rd day of August, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

FY 17 APPLICATION

Section 5311 Rural Public Transit

October 1, 2016 - September 30, 2017

I. Applicant Information

Organization/ Agency:	City of Hobbs / Hobbs Express Public Transportation
Contact Person Name and Title:	Jan Fletcher, Program Manager
Mailing Address:	200 E. Broadway
City, State, ZIP:	Hobbs, NM 88240
Physical Address:	424 W. Broadway
Phone and Cell Number:	575-397-9207
FAX Number:	575-397-9334
E-mail Address: (Required)	jfletcher@hobbsnm.org
Regional Planning Organization: (circle one)	NERPO MRRPO <u>SERPO</u> SWRPO NPRPO NWRPO SCRPO
Applicant Signature and Date Signed:	
Please Print Name and Title	J. J. Murphy, City Manager
DUNS Number *	079339222

- In addition to including your agency's DUNS Number, please provide a print screen of your agency DUNS Number from the following website: <https://www.sam.gov>

II. Summary of Budget Request

Please enter the dollar amount of your application request (Administration, Operating, and Capital) in the appropriate column below. This information should come directly from the budget pages in Section III of this application.

	Total	Federal Share	Local Share
Administrative (80/20)	*185,775	148,620	37,155
Operating (50/50)	**764,798	382,399	382,399
◆ Capital (80/20)	***361,400	289,120	72,280
TOTAL	\$ 1,311,973	\$ 820,139	\$ 491,834

Capital Breakdown

	Total	Federal Share	Local Share
Capital to Subgrantee			
Capital to Vendor			
List vendor if utilizing Capital to Vendor (if applicable)			
◆ TOTAL should equal 'Capital' amt. above			



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: RESOLUTION TO APPROVE THE PRELIMINARY PLAN FOR ZIA CROSSING SUBDIVISION, PHASE 2, UNIT 6 AS RECOMMENDED BY THE PLANNING BOARD. Located southeast of the intersection of Millen Drive and Zia Crossing Parkway; south and adjacent to Zia Crossing Subdivision Unit 1 within the municipal boundaries, submitted by Black Gold Estates, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 27, 2015
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Preliminary Plan for Zia Crossing Subdivision, Phase 2, Unit 6, is submitted by Black Gold Estates, LLC. The proposed subdivision is located southeast of the intersection of Millen Drive and Zia Crossing Parkway; south and adjacent to Unit 1 within the municipal boundaries. The proposed subdivision will contain 61 single family residential lots. The average residential lot size is 50' x 100'. The Planning Board reviewed this issue on July 21, 2015 and voted 4 to 0 to recommend approval.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Preliminary Plan, Planning Board Minutes.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consideration to approve the Resolution approving the Preliminary Plan for Zia Crossing Subdivision, Phase 2, Unit 6, as recommended by the Planning Board.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6330

A RESOLUTION APPROVING THE PRELIMINARY PLAN OF ZIA CROSSING SUBDIVISION, PHASE 2, UNIT 6, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, Black Gold Estates, LLC has submitted a Preliminary Plan for Zia Crossing Subdivision, Unit 5, Phase 2, for review by the City Planning Board; and

WHEREAS, the subdivision Preliminary Plan was reviewed and approved by the Hobbs Planning Board at the July 21, 2015 meeting.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF HOBBS, NEW MEXICO, that

1. The City of Hobbs hereby grants Preliminary Plan Approval to Zia Crossing Subdivision, Phase 1, Unit 6, as recommended by the Planning Board; and

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 3rd day of August, 2015.

SAM D. COBB, Mayor

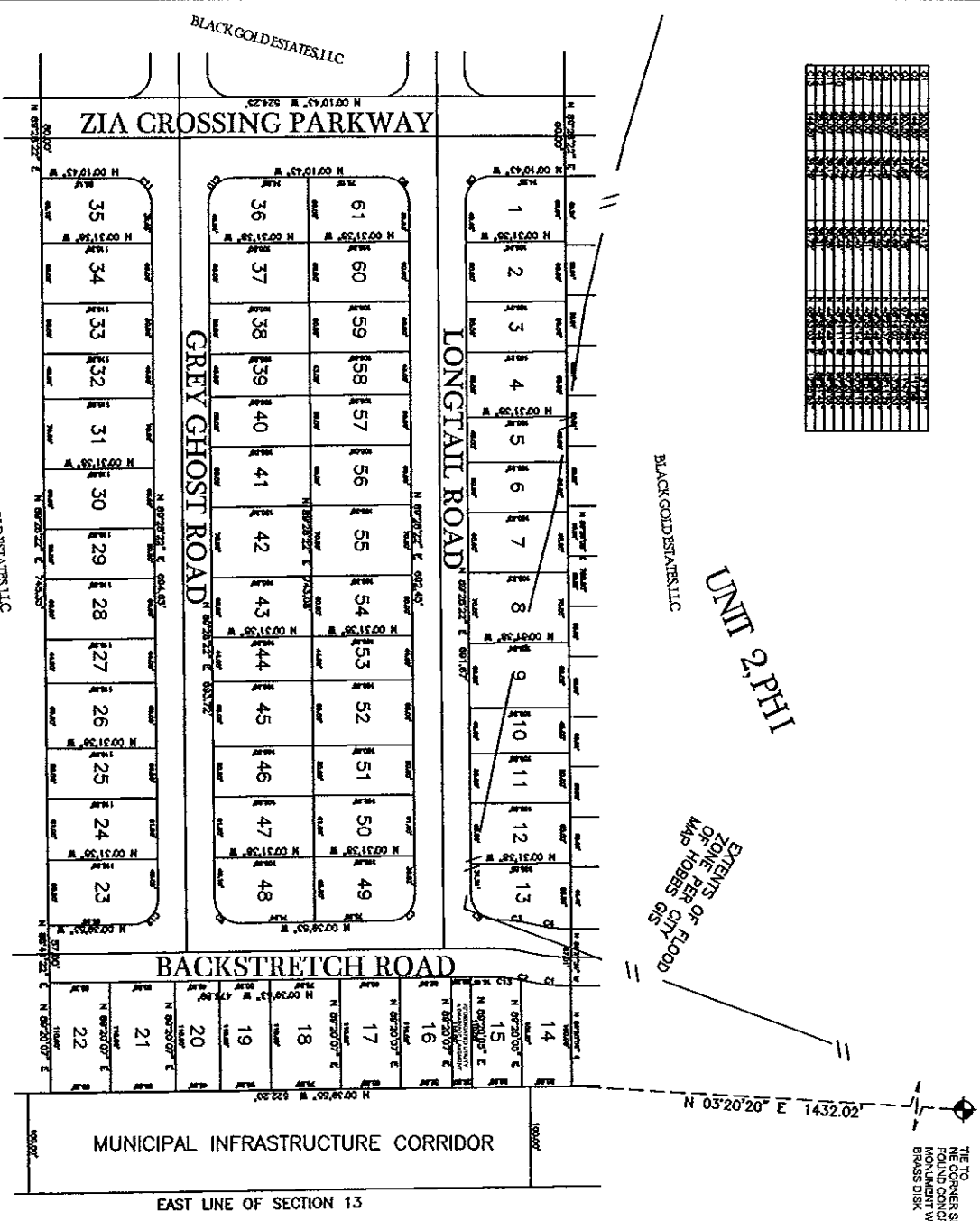
ATTEST:

JAN FLETCHER, CITY CLERK

ZIA CROSSING SUBDIVISION PHASE II, UNIT 6 = 61 LOTS

TOTAL ACREAGE = 11.91 AC.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----



LOT	AREA	PERCENT
1	430.17	3.61
2	430.17	3.61
3	430.17	3.61
4	430.17	3.61
5	430.17	3.61
6	430.17	3.61
7	430.17	3.61
8	430.17	3.61
9	430.17	3.61
10	430.17	3.61
11	430.17	3.61
12	430.17	3.61
13	430.17	3.61
14	430.17	3.61
15	430.17	3.61
16	430.17	3.61
17	430.17	3.61
18	430.17	3.61
19	430.17	3.61
20	430.17	3.61
21	430.17	3.61
22	430.17	3.61
23	430.17	3.61
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FOUR CORNERS SURVEYING, INC.			
2410 COUNTY ROAD 11, CORNER CO. RD 10			
DATE	2/20/2021	PROJECT	PHASE II UNIT 6
BY	DAVID L. HARRIS	CLIENT	BLACK GOLD ESTATES, LLC
SCALE	AS SHOWN	REVISIONS	

THE CORNER MONUMENT = 6" DIA. IRON PIPE
 LONGTAIL ROAD CORNER MONUMENT = 6" DIA. IRON PIPE
 BACKSTRETCH ROAD CORNER MONUMENT = 6" DIA. IRON PIPE

There were no communications from the Citizens.

- 5) **Review and Consider front yard setback as submitted by Mike Bownds, property owner. Property is located at 703 E. Luna between Houston and Dal Paso and variance request is being made to allow the proposed construction of an open walled carport. East Luna has a ROW width of 50', a BOC to BOC of 39' and is classified as a Minor Residential requiring a front yard setback of 21' from Property line. GIS data appears to reflect 1 unit within the block in violation of the setback requirements by less than 2 feet.**

Mr. Robinson said this is a request for a variance for an open walled carport. Mr. Kesner asked if this is a 2 foot setback variance? Mr. Robinson said the Major Thoroughfare Plan states 5 feet from the property line and 15 feet from back of curb and it has to meet both of those requirements. Mr. Kesner asked what the proposed setback from back of curb was? Mr. Robinson said 15 feet. Mr. Bownds said he would like 10 feet from back of curb.

Mr. Robinson said the Major Thoroughfare Plan states 5 feet from the property line is what can be done administratively but this Board can approve a 0 setback which means he can go to his property line. He said it is assumed his property line is 10 feet back of curb. Mr. Penick said he got the signatures from his neighbors. Mr. Robinson said one of the things the Board needed to consider is the reason the Major Thoroughfare Plan addresses the block length is because once the sanctity of the Covenants are violated that allows carports anywhere on this block.

Mr. Kesner said he thought 10 foot back of curb was fine as long as it was on his property line. Mr. Penick agreed. Mr. Penick made a motion, seconded by Mr. Shaw to approve the setback variance at 10 foot back of curb. The vote on the motion was 4-0 and the motion carried.

- 6) **Review and Consider Zia Crossing Subdivision Phase 2, Unit 6 Preliminary Plan as submitted by property owner Black Gold Estates, LLC.**

Mr. Robinson said this is the Zia Crossing Subdivision Phase 2, Unit 6 preliminary plat approval. He said it is located directly behind Unit 2 of Phase 1. He said there will not be a final plat approval until all engineer certifications and construction is complete. Mr. Kesner asked if there were any staff recommendations? Mr. Robinson said no.

Mr. Shaw made a motion, seconded by Mr. Ramirez to approve the Phase 2, Unit 6 Preliminary Plan. The vote on the motion was 4-0 and the motion carried.

- 7) **Review and Consider Preliminary Plan for Oak Manor Subdivision, Unit 2 located northwest of Bensing & College Lane, west and adjacent to Oak Manor Subdivision.**

Mr. Robinson said the Preliminary Plat of Oak Manor was approved in its entirety including Unit 1 and Unit 2. He said the developer decided to complete all of the development for Unit 1 and got Final Plat approval and now they are continuing with Unit 2. He said all the



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: RESOLUTION TO APPROVE THE PRELIMINARY PLAN FOR OAK MANOR SUBDIVISION, UNIT 2, AS RECOMMENDED BY THE PLANNING BOARD. Located northeast of the intersection of College Lane and Bensing within the municipal boundaries, submitted by JBS Development, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 27, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Preliminary Plan for Oak Manor Subdivision, Unit 2 is submitted by JBS Development, LLC. The proposed subdivision is located northeast of the intersection of College Lane and Bensing; west and adjacent to Unit 1 and within the municipal boundaries. The proposed subdivision encompasses +/- 23.43 acres and will contain 20 lots. The developer is proposing 19 of the newly created lot to contain a 4-plex resulting in the addition of 76 new housing units. The Planning Board reviewed this issue on July 21, 2015 and voted 4 to 0 to recommend approval.

Fiscal Impact: _____ Reviewed By: [Signature]
Finance Department

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Preliminary Plan, Planning Board Minutes.

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

Recommendation:
Consideration to Approve the Resolution approving the Preliminary Plan for Oak Manor Subdivision, as recommended by the Planning Board.

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

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

CITY OF HOBBS

RESOLUTION NO. 6331

A RESOLUTION APPROVING THE PRELIMINARY PLAN OF OAK MANOR SUBDIVISION, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, JBS Development, LLC has submitted a Preliminary Plan for Oak Manor Subdivision, for review by the City Planning Board; and

WHEREAS, the subdivision Preliminary Plan was reviewed and approved by the Hobbs Planning Board at the July 21, 2015 meeting.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF HOBBS, NEW MEXICO, that

1. The City of Hobbs hereby grants Preliminary Plan Approval to Oak Manor Subdivision, as recommended by the Planning Board; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 3rd day of August, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

There were no communications from the Citizens.

- 5) **Review and Consider front yard setback as submitted by Mike Bownds, property owner. Property is located at 703 E. Luna between Houston and Dal Paso and variance request is being made to allow the proposed construction of an open walled carport. East Luna has a ROW width of 50', a BOC to BOC of 39' and is classified as a Minor Residential requiring a front yard setback of 21' from Property line. GIS data appears to reflect 1 unit within the block in violation of the setback requirements by less than 2 feet.**

Mr. Robinson said this is a request for a variance for an open walled carport. Mr. Kesner asked if this is a 2 foot setback variance? Mr. Robinson said the Major Thoroughfare Plan states 5 feet from the property line and 15 feet from back of curb and it has to meet both of those requirements. Mr. Kesner asked what the proposed setback from back of curb was? Mr. Robinson said 15 feet. Mr. Bownds said he would like 10 feet from back of curb.

Mr. Robinson said the Major Thoroughfare Plan states 5 feet from the property line is what can be done administratively but this Board can approve a 0 setback which means he can go to his property line. He said it is assumed his property line is 10 feet back of curb. Mr. Penick said he got the signatures from his neighbors. Mr. Robinson said one of the things the Board needed to consider is the reason the Major Thoroughfare Plan addresses the block length is because once the sanctity of the Covenants are violated that allows carports anywhere on this block.

Mr. Kesner said he thought 10 foot back of curb was fine as long as it was on his property line. Mr. Penick agreed. Mr. Penick made a motion, seconded by Mr. Shaw to approve the setback variance at 10 foot back of curb. The vote on the motion was 4-0 and the motion carried.

- 6) **Review and Consider Zia Crossing Subdivision Phase 2, Unit 6 Preliminary Plan as submitted by property owner Black Gold Estates, LLC.**

Mr. Robinson said this is the Zia Crossing Subdivision Phase 2, Unit 6 preliminary plat approval. He said it is located directly behind Unit 2 of Phase 1. He said there will not be a final plat approval until all engineer certifications and construction is complete. Mr. Kesner asked if there were any staff recommendations? Mr. Robinson said no.

Mr. Shaw made a motion, seconded by Mr. Ramirez to approve the Phase 2, Unit 6 Preliminary Plan. The vote on the motion was 4-0 and the motion carried.

- 7) **Review and Consider Preliminary Plan for Oak Manor Subdivision, Unit 2 located northwest of Bensing & College Lane, west and adjacent to Oak Manor Subdivision.**

Mr. Robinson said the Preliminary Plat of Oak Manor was approved in its entirety including Unit 1 and Unit 2. He said the developer decided to complete all of the development for Unit 1 and got Final Plat approval and now they are continuing with Unit 2. He said all the

construction has remained the same with the exception of a line stating Unit 1 and Unit 2. Mr. Kesner asked if Pin Oak Street lined up with something to the south. Mr. Robinson said it was across from the Humphrey House. Mr. Kesner asked if there were any staff concerns? Mr. Robinson said there were none. Mr. Penick made a motion, seconded by Mr. Ramirez to approve the Preliminary Plat for Oak Manor Unit 2. The vote on the motion was 4-0 and the motion carried.

8) Review and Consider Preliminary and Final Plat Approval - proposed Subdivision of property located northeast of the intersection of Kansas Street and Casa Bonita within the extra territorial jurisdiction of the Municipality, as submitted by property owners.

Mr. Robinson said this is a Preliminary and Final Plat Approval of a four lot subdivision located northeast of Kansas and Dal Paso and east of Casa Bonita. He said he has discussed this item with the county to make sure they are on the same page. He said the policy has been if there is an improved roadway that the county maintains the county would prefer to have a dedication. He said there is already an apparent 48 foot easement. Mr. Gary Jones said he put 48 feet because the subdivision to the west had a 48 foot easement. He said in the past the county has never wanted postage stamp pieces of land in the county. He said if they have changed their mind then he is not aware. He said if that is the case then this needs to go to the County Commission because they are the only ones who can accept dedication.

Mr. Jones said that if the County Commission does not accept this land then it is a null and void transaction. He said there is a 48 foot easement and that is sufficient enough.

Mr. Robinson said in the past this subdivision should have never occurred without the dedication as per county regulations. Mr. Shaw said he feels like we are trying to force the county to do something it does not want to do. Mr. Robinson said the only thing the municipality is interested in is the infrastructure corridors. Mr. Kesner said this probably needs to go to the County Planning Board and let the county decide if they want the easement first and then let it come to the city. He said then when it comes to the city we know rather or not they want it dedicated. Mr. Shaw said some of these processes are getting stalled with the city. Mr. Kesner said he thought there needed to be a written guideline from the county as to what they would like the city to do. He said the Planning Board is charged with protecting the interest of the public at large with planning and platting and jurisdictions. He said it makes sense to get an easement to protect the public at large with the ability to use the lands for better use for the citizens. Mr. Jones said they could make that the condition of the annexation.

After a lengthy discussion about the dedications Mr. Penick made a motion, seconded by Mr. Shaw to approve the Subdivision with the utility easement but not the dedication. The vote on the motion was 4-0 and the motion carried.

9) Adjournment.

Mr. Robinson said that it has been requested by the City Commission for this Board to have another public meeting for the Mobile Vendor Ordinance. He said the Commission would



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 15.05 AND CHAPTER 15.32 OF THE CITY OF HOBBS MUNICIPAL CODE IN THEIR ENTIRETY.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: June 27, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Chapter 15.05 Definitions and Chapter 15.32 Signs contain the developmental regulations for the placement of signs and billboards on private property located within the Municipal Boundaries. The City of Hobbs Planning Board began reviewing the current regulations in March of this year and the proposed Ordinance reflects their recommendations to the Commission. The majority of the revisions are syntactical in nature to provide continuity and clarity of the regulations, however major changes were made in regards to the placement of billboards and electronic signage. The City of Hobbs Planning Board reviewed this issue on June 16, 2015 and voted 5 to 0 to recommend approval of the Ordinance Amending Chapter 15.05 and Chapter 15.32 of the Hobbs Municipal Code in their entirety. The City Commission voted to publish the proposed amendment on July 6, 2015.

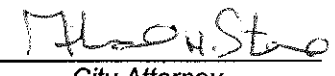
Fiscal Impact:

Reviewed By: 
Finance Department

No Fiscal impact.

Attachments: Ordinance, Planning Board Minutes.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends consideration of the Adoption of the Ordinance Amending Chapter 15.05 and Chapter 15.32 of the Municipal Code in their entirety.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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Title 15 BUILDINGS AND CONSTRUCTION
CITY OF HOBBS

ORDINANCE NO. 1088.

AN ORDINANCE TO AMEND CHAPTER 15.05 AND CHAPTER 15.32 OF THE HOBBS MUNICIPAL CODE IN THEIR ENTIRETY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the following Chapters of the Hobbs Municipal Code be and is hereby amended in their entirety.

Chapter 15.05 DEFINITIONS

15.05.010 Definitions.

15.05.010 Definitions.

For the purposes of this title the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Banner" means any temporary sign of a lightweight fabric or similar material on which a sign is painted or printed and is mounted to a pole or building.

"Billboard" means a sign which directs attention to a business, activity, commodity, service, entertainment or communication which is not conducted, sold or offered at the premises on which the sign is located, or which does not pertain to the premises upon which the sign is located.

"Building code" means the International Building Code promulgated by the International Code Council, New Mexico Building Code and any other code adopted by this jurisdiction.

"Building inspector/building official" means the officer or other designated authority charged with administration and enforcement of this Code.

"Building mounted sign" means a sign entirely supported by or through a building including a canopy sign, marquee sign, projecting sign, roof sign and wall sign.

"Combination sign" means any sign incorporating any combination of the features of pole, projecting and roof signs.

"Community service sign" means any sign which solicits support for or advertises a nonprofit community use, public use or social institution.

"Construction sign" means a sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors and similar individuals or firms having a role or interest with respect to the structure or project.

"Curb line" means the line at the face of the curb nearest to the street or roadway. In the absence of a curb line, the curb line shall be established by the City Engineer.

"Directional\Monument sign" means a sign limited to on site directional and informational messages, principally for pedestrians or vehicular traffic excluding signs erected by governmental entities.

"Display surface" means the area made available by the sign structure for the purpose of displaying the advertising message.

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Title 15 BUILDINGS AND CONSTRUCTION

"Electric sign" means any sign containing electrical wiring, excluding signs illuminated by an exterior light source.

"Fire Marshal" means the officer or designated authority charged with administration and enforcement of the International Fire Code.

"Freestanding sign" means any sign not affixed to a building or structure, supported by a structure that are placed on or anchored in the ground and that are independent from any building or other structures, and having its lowest edge ten (10) feet or more above the elevation of the top of curb of the nearest roadway or if no curb the City Engineer will establish the elevation.

"Ground sign" means a sign, including its supporting structure, six (6) feet or less in height measured from the curb, which is placed upon, or supported by the ground independent of a principal building.

"Height of sign" means the vertical distance from the top of the curb to the highest point of the sign.

"Illegal sign" means any sign not meeting the requirements of this title.

"Illuminated sign" means any sign which is directly lighted by any on-premises electrical light source, internal or external, except light sources specifically and clearly operated for the purpose of lighting the general area in which the sign is located rather than upon the sign itself.

"Lease" means any agreement whether oral or written by which one party gives to another party the right to erect or maintain an outdoor advertising device on the property of the party owning or controlling the property.

"Marquee" means a permanent roofed structure attached to and supported by the building and projecting over public property.

"Multi-business sign" means a sign that promotes a plaza, mall or similar use with multiple tenants' advertisements.

"Nonconforming sign" means a sign which violates one (1) or more provisions of this title any other requirement contained in, or adopted by reference within, the Hobbs Municipal Code.

"Official signs and notices" means signs and notices erected and maintained by public officers or public agencies within their territorial or zoning jurisdiction and pursuant to and in accordance with direction or authorization contained in Federal, State or local law for the purposes of carrying out an official duty or responsibility.

"Off-premise sign" means a sign, the content of which does not refer to a business or merchant doing business on the premises where the sign is displayed.

"On-premises sign" means a sign which advertises or directs attention to a business, product, service or activity which is available on the premises where the sign is located.

"Permanent sign" means a sign which is designated and intended to be anchored to the ground, building or other structure for the duration of the use of the premises.

"Political sign" means a temporary sign pertaining to any national, State or local election or cause which is displayed for a limited period of time.

"Portable signs" means a sign that is designed to be transported and attached temporarily to the ground, a structure or another sign.

"Projecting sign" means a sign other than a wall sign, which projects from and is supported by a wall of a building or structure.

"Projection" means a distance by which a sign extends over public property or beyond the building line.

"Public utility signs" means warning sign, informational sign, notice or markers which are customarily

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erected and maintained by publicly or privately owned public utilities, as essential to their operations but is not advertising a product.

"Real estate sign" means a sign intended to be displayed for a limited period of time which advertises the financing, development, sale, transfer, lease, exchange or rent of real property or properties and with a maximum of sixteen (16) square feet for residential property and forty (40) square feet for commercial property.

"Roof sign" means a sign erected upon or above a roof or parapet of a building or structure.

"Sign" means any sign which is used or intended to be used to attract attention to the subject matter for advertising purposes with a minimum of four (4) square feet or greater, other than painting on the surface of a building or temporary use.

"Sign copy" means the letters, numbers, symbols or geometric shapes, either in permanent or changeable form, on a sign face.

"Sign structure" means any structure which supports or is capable of supporting any sign defined in this title.

"Temporary sign" means any sign made of any material intended to be displayed for a limited period of time.

"IBC Standards" means the International Building Code Standards, promulgated by the International Code Council as adopted by this jurisdiction.

"Wall sign" means any sign attached to or erected against the wall of a building or structure, with the exposed face of the sign in a plane parallel to the plane of the wall.

Chapter 15.32

SIGNS

Sections:

- 15.32.010 Purpose and intent.
- 15.32.020 Application for permit.
- 15.32.030 General provisions for signs.
- 15.32.040 Design and construction.
- 15.32.050 Requirement of plans.
- 15.32.060 Maintenance.
- 15.32.070 Exempted signs.
- 15.32.080 Abandoned signs.
- 15.32.090 Notice period.
- 15.32.100 Removal of signs.
- 15.32.110 Expense of removal.
- 15.32.120 Nonconforming signs.
- 15.32.130 Sign illumination.
- 15.32.140 Reconstruction of sign.
- 15.32.150 Fees.
- 15.32.160 Appeals or waivers requests.
- 15.32.010 Purpose and intent.

Regulation of the location, size, placement and certain features of signs is necessary to enable the public to locate goods, services and facilities in the City without difficulty and confusion, to encourage the general attractiveness of the community and to protect property value therein. Accordingly, it is the intention of this chapter to establish regulations governing the display, location, maintenance and inspection of signs which will:

- A. Prevent the construction and projection of sign into, above or within public right-of-way and

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

property lines.

B. Protect the public health and general welfare.
(Ord. 885 (part), 2001: prior code § 7-19)

15.32.020 Application for permit.

Application for a sign permit shall be made in writing upon forms furnished by the building official. Such application shall contain the location by street address of the proposed sign and as well as the names and addresses of the owner of the premises where the sign is to be located, the permittee and the sign contractor. The building official will require the filing of plan as stated on Sections 15.32.050 and any other pertinent information as is necessary to insure compliance.

Every application shall be executed and the representations made therein certified to be true by both the owner of the premises upon which the sign is to be constructed, the permittee and the sign company and contractor authorized to erect the structure. Every application shall contain a statement of the owner, the permittee, the sign company and the contractor that the sign and structure does not violate any applicable deed restriction, restricted covenants, setback requirements or State codes.

A plot plan must be furnished as a part of the application that shows location of the sign and structure in relation to subject property boundary lines, improvements, easements, curb lines and rights-of-way.

If the location, plans and specifications set forth in any application for permit conforms to all of the requirements of this chapter and other applicable provisions and ordinances, the building official shall issue the permit. However, the applicants shall be solely responsible for conformance to requirements.

Any permit for construction of a sign shall become null and void unless construction of the sign and structure is completed within one hundred eighty (180) days of the issuance of a permit or the permit is renewed for an additional one hundred eighty (180) days and payment of one-half of original fee. (Ord. 885 (part), 2001: prior code § 7-20)

15.32.030 General provisions for signs.

Except as otherwise specifically provided in the City code, the following provisions apply for all signs:

A. Signs Shall Not Constitute Traffic Hazards. No sign or other advertising structure as regulated by this chapter shall be erected or continued to be displayed at the intersection of any street or within any alley or driveway in such a manner as to obstruct free and clear vision; or at any location where, by reason of the position, shape or color, such sign may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device.

1. On premise entrance, exit, monument and directional signs constructed and maintained in accordance with an approved sign plan shall be allowed on all parcels developed for commercial use. Such signs shall not exceed six square feet in sign area, nor exceed the height restrictions for a structure located within the building setback if located therein.

2. Any signs, signals or devices erected by governmental entities, public schools and utility companies are exempt from the provisions of this chapter and shall be controlled by other applicable laws, regulations and ordinances.

B. Placing Signs on Public Property. No signs other than signs placed by agencies of government shall be erected on or above any public property; provided, that directional signs may be erected upon City street name supports, or upon traffic signposts under the following conditions:

1. The sign directs the reader to the location of a public facility attended principally by out-of-town patrons, to a facility relating to the public health, safety or welfare or to scenic or historic trails.

2. The signs are installed at locations where they would not constitute a traffic hazard.

3. The signs conform to the manual on uniform traffic control devices. Nothing contained in this section shall supersede, modify or nullify any of the provisions of contracts and agreements heretofore entered into by the City with the Highway and Transportation Department of the State of New Mexico and the U.S. Bureau of Public Roads concerning such property signs, banners, billboards and awnings.

C. Placing Signs on Private Property. No signs shall be placed on any private property without a

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

permit and shall meet the following:

1. Each commercially developed site may have no more than one free-standing sign; provided, however, that sites with more than three hundred (300) feet of public street frontage may have one additional free-standing sign for each three hundred (300) feet of additional frontage or a fraction thereof.

2. No free-standing sign shall exceed thirty-five (35) feet in height and shall not exceed one hundred forty-four (144) square feet per sign. Wall sign shall not exceed one hundred forty four (144) square feet per facade.

3. The main multi-business sign on malls, shopping centers, strip malls, or similar uses shall not exceed more than one hundred forty-four (144) square feet and the total of tenant signs shall not exceed one hundred forty-four (144) square feet.

4. Signs erected on private properties fronting a minor residential roadway and within a residential area shall not exceed fifteen (15) feet in height or forty-eight (48) square feet per sign and be located wholly within the prescribed building setback. Wall signs shall not exceed forty-eight (48) square feet maximum.

D. Placing Billboards on Private Property. No billboards shall be placed on any private property containing a free standing sign. Billboards shall only be placed on private property fronting a Major Arterial as specified within the City of Hobbs Major Thoroughfare Plan and shall meet the following:

1. Each site shall have no more than one billboard; provided, however, that sites with more than one thousand two hundred (1,200) feet of public street frontage may have one additional billboard providing a one thousand two hundred (1,200) foot radius separation is maintained between all proposed or existing billboards, regardless of ownership.

2. A billboard shall not be permitted to be placed within a one thousand two hundred (1,200) feet radius of any existing billboard.

3. No billboard shall exceed thirty-five (35) feet in height or three hundred (300) square feet per billboard. All billboards shall be constructed of metal.

4. Billboards on residential streets are prohibited.

5. Billboards unable to secure an advertiser for a period of 120 days shall be considered abandoned. The building official shall issue the property owner written notice of abandonment and said billboard shall be removed at the owner's expense within thirty (30) days.

E. Placing Signs on Trees, Rocks, Retaining Walls or Fences Located on Public Property. No signs shall be placed or painted on any tree, rock, retaining wall, fence or natural formation which is located on or above public property.

F. Placing Signs on Utility Poles. No sign shall be placed on any utility pole except for utility identification purposes and installed by utility agencies or in accordance with Section 15.32.070(C)(2).

G. Signs on Public Right-of-Way. With the exception of signs lawfully permitted or erected prior to the passage of the ordinance codified in this chapter, it is unlawful to place a sign upon or above a public street, bridge, grounds, sidewalk, alley, right-of-way, curb or other public improvement, or on any public building or structure of any kind belonging to the City, or in any public place or public improvement except as stated on subsection H of this section or a written consent by the City Commission. Any unlawful sign found within, upon or above such public property and easements shall be removed if so ordered by a court of competent jurisdiction as specified under Sections 15.32.090 through 15.32.110. The City is authorized to impound any signs found on any public property and transport or cause same to be transported to a location to be designated by the building official for storage. Records shall be maintained on where such signs were located, when they were so impounded, and the date on which they were so impounded and the City shall hold the same in a storage area for a period of not more than thirty (30) days. At the end of thirty (30) days, such signs will be disposed of as abandoned property.

15.32.040 Design and construction.

It shall be the responsibility of the building official to determine, prior to the issuance of any final

Title 15 BUILDINGS AND CONSTRUCTION

approval, that any sign erected, constructed or structurally altered is of such construction and is so supported and erected as to be safe for the area in which it is placed. If the building official finds that any sign is being erected, constructed, supported or maintained in such a manner as to become dangerous to the public or the surrounding area, then the building official shall give written notice to the sign applicant, owner or contractor erecting, constructing, altering or maintaining such sign, and upon such notice the sign shall immediately act to either make such sign safe or remove same. (Ord. 885 (part), 2001: prior code § 7-23)

15.32.050 Requirement of plans.

The following are the City requirements for a sign permit.

A. Two sets of plans and/or specifications shall be submitted with the application for each sign permit. One copy of the plans shall be returned to the applicant at the time the permit is granted. The plan shall indicate the size, height, material used, the method of attachment or support and location.

B. Plans for supporting any freestanding or billboard sign shall be accompanied by a structural computation and shall be certified by a New Mexico licensed architect or engineer. Sufficient data shall be submitted to show that supporting surfaces and other members of an existing building to which the sign is to be attached are in good condition and are adequately strong to support the sign load. (Ord. 885 (part), 2001: prior code § 7-25)

15.32.060 Maintenance.

All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be kept in repair and in proper state of preservation. (Ord. 885 (part), 2001: prior code § 7-25)

15.32.070 Exempted signs.

The following signs shall not require a sign permit. These exemptions shall not be construed as relieving the sign permittee, owner of the sign and owner or lessee of the property upon which the sign and structure is located from the sole responsibility for its erection and maintenance, and its compliance with the provisions of this chapter or any other law or ordinance regulating same.

A. Painting, repainting, maintenance or cleaning of an advertising structure thereon shall not be considered an erection or alteration;

B. Temporary signs, including political, construction and real estate signs as defined;

C. Portable signs shall be permitted by the building official. Portable signs are intended to be displayed for a short period of time only.

1. Portable signs shall not be installed for more than a sixty (60) day period at any one location. A single location is allowed to contain a Portable sign for two (2) sixty (60) day periods within a year. All portable signs containing electrical wiring shall be subject to the provisions of the National Electrical Code and all other applicable codes and the electrical components used shall bear the label of an approved testing agency. Sign design, material and construction shall comply with the provision of this code. All portable signs shall be stabilized and anchored to the ground to restrict displacement by the wind or other accidental force. If the portable sign is used for a period of sixty (60) days or more than, it must be permitted as a permanent sign for the location and meet all provisions of this code as such.

2. Temporary banner signs may be used; provided, however, that such use satisfies all other parts of this chapter applicable thereto and the requirements of all other ordinances. Banner shall not be installed for more than sixty (60) days. The owner/contractor shall not install, support, or anchor the banner to any City or utility owned poles, prior to obtaining a written consent from the City Manager or his or her designated representative. (Ord. 885 (part), 2001: prior code § 7-26)

15.32.080 Abandoned signs.

A sign is considered abandoned when the business, event or purpose the sign advertises no longer applies, no longer in business or when the face of the sign no longer contains advertising material and remains in such condition for a period of six months and is constituting a hazard to life, safety and/or property. The building official shall issue a written notice to the sign or property owner, which notice shall

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

state that such sign shall be removed or repaired within thirty (30) days. If the property owner fails to comply with such notice to the building official is authorized to cause removal of such sign as defined under Section 15.32.100. (Ord. 885 (part), 2001: prior code § 7-27)

15.32.090 Notice period.

The notice period for removal of temporary signs and portable signs is forty-eight (48) hours. The notice period for removal of abandoned signs is thirty (30) days. Property owners will receive a written notice stating that their property does not meet the standards set forth in this chapter. A second notice may result in the issuance of a citation. If the sign permittee or owner of the premises upon which the sign is located has not demonstrated to the satisfaction of the building official that the sign has been removed or brought into compliance with the provisions of this chapter by the end of the notice period, the building official shall certify the violation to the City Attorney for proper action. (Ord. 885 (part), 2001: prior code § 7-28)

15.32.100 Removal of signs.

The building official is authorized to request removal of any illegal, nonconforming and abandoned sign as defined by this chapter.

Before requesting the removal of a sign, the building official shall give written notice to the sign owner or the owner of the premises on which such sign is located. The notice shall state the reasons and grounds for removal, specifying the deficiencies or defects in such sign with reasonable definiteness, and the violation charges. Such notice shall specify what repairs will make such an installation conform to the requirements of this chapter and specify that the sign must be removed or made to conform with the provisions of this chapter within the notice period provided herein. Service of notice may be made personally on the permittee and the property owner, or by certified mail addressed to the owner or permittee at the address specified in the permit or at such address as the owner or permittee may have given written notice or at the address shown on the property tax rolls. (Ord. 885 (part), 2001: prior code § 7-29)

15.32.110 Expense of removal.

If the owner, occupant or agent fails to remove or repair the nonconforming sign as required by this code, and the City is forced to remove or repair such structures. All the actual cost and expense, including court costs and attorney fees, of any such removal or repairs incurred by the City shall be borne by the owner, occupant, agent of such sign and the owner of the premises on which the sign is located, shall be liable therefore, and an action for recovery thereof may be brought by the City Attorney upon proper certification thereof to him or her by the building official. The City shall have a lien against the property upon which such sign or structure is located which may be perfected and foreclosed in the same manner as other municipal liens. (Ord. 885 (part), 2001: prior code § 7-30)

15.32.120 Nonconforming signs.

A. Any existing sign or structure which violates or does not conform to the provisions of this chapter is considered nonconforming. Nonconforming signs and structures may continue in place as long as the following conditions are met:

1. No change in business name or use occurs;
2. The sign remains in good condition and do not constitute hazard to life and safety;
3. No major repair or alteration are made to the sign.

B. Any nonconforming sign or sign structure that is in ruins, damaged and is danger to public safety and health shall be removed as stated in Section 8.24.010. (Ord. 885 (part), 2001: prior code § 7-31)

15.32.130 Sign illumination.

The light from any light source intended to illuminate a sign shall be shaded, shielded and directed whereby the light intensity and brightness shall not adversely affect surrounding and facing premises, or

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

adversely affect safe vision of pedestrians and operators of vehicles moving on public and private streets, driveways and parking areas. There should be no direct glare onto adjoining properties or in the eyes of motorists and pedestrians. Electronic signs shall display a static message without animation, neither shall the transition from one message to another be animated. Except for static signs advertising fuel prices, electronic signs located within one thousand feet (1,000) of any signalized intersection are prohibited from utilizing colors the same or similar to colors utilized in the traffic control device. Electronic features of a monument sign are permissible providing said sign is located fully within the prescribed building setbacks. (Ord. 885 (part), 2001: prior code § 7-32)

15.32.140 Reconstruction of sign.

When any existing sign is damaged, blown down or otherwise destroyed or taken down or removed for any purpose other than maintenance operation, such sign and structure, shall not be re-erected, reconstructed or rebuilt without first obtaining a permit and shall be in full conformance with this chapter and all other applicable codes. (Ord. 885 (part), 2001: prior code § 7-35)

15.32.150 Fees.

A sign permit fee shall be in accordance with Section 15.28.050 as established by the City. (Ord. 885 (part), 2001: prior code § 7-37)

15.32.160 Appeals or waivers requests.

Any person aggrieved by a decision of the building official arising by virtue of the provisions of this code shall have the right to appeal such decision or request a waiver from the City Manager or his or her designated representative within ten(10) days after the decision of the building official. The decision made by the City Manager or his or her designated representative shall be final. (Ord. 885 (part), 2001: prior code § 7-43)

PASSED, ADOPTED AND APPROVED this 6th day of July, 2015

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

7) Review and Consider proposed amendments of MC Chapter 15.32 (Sign Code).

Mr. Robinson said section 1532 of the sign code is a remnant from the Fire Code and that has been eliminated. He said the changes to the Monument Signs were defined in the definitions. Mr. Hicks asked about Free Standing signs. Mr. Robinson said for free standing signs there is a height requirement for the sign portion and the setback area is where the support for the Free Standing Sign can be located. Mr. Hicks said the Free Standing Sign essentially has a definition that the bottom of the sign area is 10 feet above curb. Mr. Robinson said correct.

Mr. Hicks asked for definitions on signs. Mr. Robinson said a Free Standing sign is limited to 144 square feet. He said a multi-business sign is 144 square feet for the site and then another 144 square feet for all the business owners. Mr. Penick asked if there were restrictions on linear footage limits between signs. Mr. Robinson said your property has to be 300 feet or longer to have two free standing signs. He said the marquee signs are not limited. He said they could be listed on the free standing sign or on a monument sign and also each facade gets 144 square feet sign.

Mr. Robinson asked if the Board recommend changing all Pole Signs to Free Standing signs to be consistent? Mr. Hicks said yes. Mr. Robinson said for signs erected on private property fronting a minor residential roadway and within a residential area shall not exceed 15 feet in height or 48 square feet per sign and be located entirely within the prescribed building setback. He said no billboard shall be place on private property containing a free standing sign. He said when you purchase a piece of property you will have to decide rather you want a billboard, offsite advertising or a Free Standing multi-tenant sign but you will not be allowed to have both.

Mr. Hicks said lets address billboards. He would like to insert that no billboards shall be placed on any private property that does not abut a major arterial roadway according to the Major Thoroughfare Plan. Mr. Kesner said that the Board agrees that it make sense to have billboards on Major Arterials.

Mr. Robinson said for Billboards on Private Property it has been changed from 300 feet of street frontage to 1200 radius and one additional billboard if you have 2400 linear feet that abuts a Major Arterial regardless of ownership. He said Billboards may not be place within a 1200 foot radius of any existing billboard. He said billboards that do not have an advertiser within 120 days will be considered abandoned and the Building Official will issue the property owner a notice of written abandonment and the billboard shall be removed within 30 days.

Mr. Hicks asked about the wording on Temporary signs shall be "permitted". He thinks it should say "allowed". He said if you want temporary signs to be permitted as in requiring a permit then "C" should be taken out. Mr. Kesner said he thought they should get the temporary signs registered so you will know who the owners are. Mr. Hicks thought temporary signs should also have a limited time of 30 days and banners should have size restrictions. Mr. Kesner thought it might need to be 60 days instead of 30 days. Mr. Robinson said he will get with Code Enforcement to see if they need to be "registered or

permitted”.

Mr. Robinson discussed electronic signs. The Board thought that fuel price signs should be exempt from the “traffic signal colors” on their signs.

Mr. Kesner made a motion, seconded by Mr. Sanderson to recommend approval of the Sign Code Amendments to the City Commission. Mr. Sanderson did request that staff send the Board the amended sign code when complete.

8) Review and Consider proposed Mobile Vendor Ordinance.

Mr. Hicks asked if 30 days was needed to get a permit. Mr. Robinson said it never takes that long but it does give staff time to get all the information they are requesting. Mr. Hicks thought it should be 21 days. The Board agreed. Mr. Hicks did not think side walk sales should be limited to 3 per year. He said it did not seem appropriate for downtown merchants. Mr. Shaw said he didn't think it should even be limited to 3 a month. Mr. Robinson said sidewalk sales have never been addressed in the Municipal Code. The Board agreed sidewalk sales should be exempt but must maintain pedestrian access.

Mr. Robinson said it is the intent of the city to make sure Mobile Vendors are on a developed parcel with an impervious surface. He said when there is no rain in this area the grass becomes very dry and can cause a grass fire from the mufflers. He said as they enter and exit the site there are no driveways so they are eroding asphalt on city roadways. Mr. Hicks said there is an issue with traffic tearing up the road going to and from these sites.

Mr. Robinson said vending locations within the City of Hobbs Public Parks and Municipal properties will be approved by the Parks Department. He said staff does not want to limit vendors to a specific location. Mr. Hicks asked about hours of operation? Mr. Robinson said 7 am to 10 pm. Mr. Kesner asked why 7 am? After a brief discussion the Board agreed that hours of operation should be stricken because they will not be in a residential area.

Mr. Hicks said he thought that it should be changed from 500 feet away from a school to 100 feet to be consistent. Mr. Robinson said litter and trash removal will be the vendor's responsibility.

Ms. Pam Acevedo has mobile food vendor trailer and they are parked at their house on Acoma and she was wondering if they would be allowed to keep it there? Mr. Robinson said this will not go into effect until January 2016. Mr. Shaw said he felt like the owners should check their restrictive covenants for violations. Mr. Hicks said the Board would have to look into rather or not this location would work for a mobile vendor.

Mr. Robinson asked if there needed to be a variance clause for this ordinance? Mr. Hicks said he felt like there should be and notifications on variances and it should be the same as for mobile homes which is 300 feet. Mr. Kesner agreed.

Mr. Penick made a motion, seconded by Mr. Shaw to approve the Mobile Vendor Ordinance as amended. The vote on the motion was 5-0 and the motion carried.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: ADOPTION OF AN ORDINANCE AUTHORIZING A BOUNDARY REPLAT AND AN EXCHANGE OF MUNICIPAL FEE SIMPLE PROPERTY FOR PROPERTY LOCATED SOUTH OF THE INTERSECTION OF EAST BENDER BOULEVARD AND RANCLAND DRIVE.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 27, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Municipality is the fee simple owner of 229.23 +/- acres adjacent to East Bender Blvd. on the north, Seminole Highway on the east and East Sanger on the south. CRV Investments LLC is the fee simple owner of 37.67 +/- acres northwest of and adjacent to the Municipalities holdings. The Municipality and CRV Investments LLC have mutually agreed to reconfigure the boundaries of the properties, each retaining the same amount of acreage, in order to better facilitate the developmental needs of each property. An appraisal was obtained from a NM Certified Appraiser concluding that the reconfiguring of the properties boundaries will not increase or decrease the assumed value of either owner's fee simple interest.


Fiscal Impact:

Reviewed By: 
Finance Department

There will not be a fiscal impact as a result of the Boundary replat or the Exchange.

Attachments: Ordinance for Adoption.

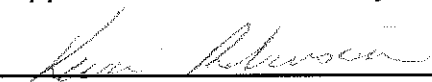

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Consider approval of the Adoption of the Ordinance.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS, NEW MEXICO

ORDINANCE NO. 1089

AN ORDINANCE APPROVING A BOUNDARY REPLAT AND AN EXCHANGE OF MUNICIPAL FEE SIMPLE PROPERTY FOR PROPERTY LOCATED SOUTH OF THE INTERSECTION OF EAST BENDER BOULEVARD AND RANCLAND DRIVE.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of 5 parcels of land comprised of 229.23 +/- acres adjacent to East Bender Blvd. on the north, Seminole Highway on the east and East Sanger on the south; and

WHEREAS, CRV Investments LLC is the fee simple owner of 37.67 +/- acres northwest of and adjacent to the Municipalities holdings; and

WHEREAS, each party has agreed to a reconfiguring of the property boundaries, the net results of which will neither add to nor subtract from either parties current acreage; and

WHEREAS, unless a referendum election is held, the Ordinance authorizing the boundary replat and an exchange of municipal fee simple property for property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

1. **Terms of Exchange:** The City proposes to reconfigure a property line delineating Municipal owned property from private property owned by CRV Investments LLC. .

The Exchange of the City owned Real Property must be approved by City Ordinance pursuant to NMSA Section 3-54-1 et. seq., as amended.

2. **Appraised Value of Municipally Owned Real Property:** The reconfiguring of the properties boundaries will not increase or decrease the assumed value of either owner's fee simple interest
3. **Purpose of Exchange:** Allow property boundaries better suited for development by each property owner.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO:

(I)

That the City of Hobbs hereby approves the exchange of the Property as necessitated by the Homestead Estates Summary Replat, A Replat of Hobbs Land Development Summary Plat Tracts 1, 2, 3 and adjoining Tracts, which is attached hereto and made a part of this Ordinance.

(II)

That this Ordinance has been published prior to its adoption and shall be published at least once after adoption, pursuant to Sections 3-2-1, et. seq., and 3-54-1, et. seq., NMSA 1978, as amended.

(III)

That the effective date of this Ordinance shall be forty-five (45) days after its adoption by the governing body of the City of Hobbs, unless a referendum election is held.

(IV)

That City staff and officials are hereby authorized and directed to do all acts and deeds necessary in the accomplishment of the above.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

CITY OF HOBBS, NEW MEXICO

By _____
Sam D. Cobb, Mayor

ATTEST:

By _____
JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3, 2015

SUBJECT: Resolution Authorizing a Memorandum of Agreement Between the New Mexico Department of Transportation and the City of Hobbs for Public Transportation for FY 15-16

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 27, 2015
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The attached Memorandum of Agreement is for continued operation of Public Transportation Services for FY 15-16 beginning October 1, 2015, through September 30, 2016.

This is a formulary grant whereby the costs of the program are shared as follows:

Table with 3 columns: Category, City, State. Rows: Administrative (20% City, 80% State), Operating (50% City, 50% State), Capital (20% City, 80% State)

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The City's FY 15-16 Budget includes \$1,083,722.12 for personnel, operating and capital expenditures. The total operational grant revenue and fares for FY 15-16 are projected at \$590,233.69.

Attachments:

Resolution Authorizing the Mayor to Execute a Memorandum of Agreement with NMDOT

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signatures of Department Director and City Manager]

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6332

A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT
FOR FY 15-16 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
(NMDOT), TRANSIT AND RAIL DIVISION,
FOR PUBLIC TRANSPORTATION SERVICES

WHEREAS, the State of New Mexico, under 49 U.S.C. Section 5311, authorizes Federal assistance to local communities for public transportation in rural and non-urbanized areas; and

WHEREAS, the City of Hobbs applied for financial assistance for administrative, operating and capital funding for public transportation services, which was approved by the NMDOT and the Federal Transit Administration (FTA).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to execute, on behalf of the City of Hobbs, a Memorandum of Agreement with the NMDOT for funding for public transportation services. A copy of the Memorandum of Agreement is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 3rd day of August, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

FISCAL YEAR 2016 (FY 16)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF HOBBS

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division, (Department), and the **CITY OF HOBBS** (Subgrantee). This Agreement is effective as of the date of the last party to sign it on the signature page below

RECITALS

Whereas, 49 U.S.C. §5311 provides federal assistance for public transportation in rural and non-urbanized areas by way of a formula grant program administered by each state; and

Whereas, the State of New Mexico participates in the 49 U.S.C. §5311 Program (Program); and,

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and,

Whereas, the Subgrantee applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

A. Operations Profile

The Subgrantee shall provide transportation services to the public within its service area as specified in the Operations Profile, which is incorporated by reference and is on file with the Department and the Subgrantee.

B. Use of Capital Equipment

The Subgrantee agrees that any capital equipment, purchased under this Agreement, shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subgrantee shall notify the Department verbally and in writing, either hand-delivered or send by U.S. certified mail, five (5) working days of such event, and shall return the Program equipment in accordance with *Section 15. Use of Program Equipment*.

C. Use of Program Funds

The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subgrantee must notify and seek approval from the Department if there will be an elimination or a reduction of services greater than 20%. Notice must be verbal and in writing, either hand delivered or sent by U.S. Certified Mail, five (5) working days prior to the reduction or elimination services. Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.

D. Policy Manuals

The Subgrantee shall develop, adopt, and publish a Drug and Alcohol Policy Manual as described in *Section 30. Drug and Alcohol Testing*.

E. Fare Schedule

The fare schedule, which must be approved by the Subgrantee's governing body, shall be stated in the approved Operations Profile. The Department must also approve all fare schedules in writing.

F. Advertising

The Subgrantee shall conduct an advertising program to increase ridership on all trips. Acceptable advertising includes but is not limited to: fliers and handbills; signs and posters; radio announcements; press releases and articles in local and organization newspapers, bulletins, and newsletters. In addition, the name of the service together with the words "Public Transportation" shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than 30 feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subgrantee must have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.

G. Personnel

The Subgrantee shall provide to the Department the name of the Program Director and a list of primary duties within fifteen (15) days of execution of this Agreement. If the program director should change, the Subgrantee shall inform the Department verbally and in writing, either hand-delivered or send by U.S. certified mail, fifteen (15) working days prior to the personnel change.

2. Cost of Program.

The Department shall provide partial funding to the Subgrantee to cover expenses of the Program as described in the approved Operations Profile from October 1, 2015 to September 30, 2016 in an amount not to exceed \$460,468.84, as described below:

Category/Match Ratio FY 16

City of Hobbs	Total	Federal	Local
ADMINISTRATION(80/20)	\$79,715.55	\$63,772.44	\$15,943.11
OPERATING (50/50)	\$625,986.40	\$312,993.20	\$312,993.20
CAPITAL	\$104,629.00	\$83,703.20	\$20,925.80
Total	\$810,330.95	\$460,468.84	\$349,862.11
CAPITAL TO SUBGRANTEE (80/20)	\$104,629.00	\$83,703.20	\$20,925.80
Total Capital	\$104,629.00	\$83,703.20	\$20,925.80

Vehicle purchases must be under contract with a vendor by March 31, 2016, with a copy of the contract provided to the Department. Vehicle purchase funds that are not obligated by contract by March 31, 2016, may revert to the Department. Any remaining federal funds that are not expended by September 30, 2016 will revert to the Department.

This program is funded with grants provided by the FTA, Catalog of Federal Domestic Assistance number 20.509. The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subgrantee. The Subgrantee shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall either reimburse the Subgrantee or pay the vendor on behalf of the Subgrantee for the Department's share of the Program costs upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed.

For Subgrantee that receive operating assistance, invoices are to be submitted on a monthly basis, and received by the Department by the 25th day of the following month. These invoices shall be submitted to the Department

utilizing the spreadsheet the Department provides to the Subgrantee. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of monthly invoices that are incorrect and/or incomplete.

4. Eligible Costs.

Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards.

Capital costs incurred by the Subgrantee prior to the effective date of this Agreement or after termination are not eligible for reimbursement. However, operating and administrative costs incurred retroactive to October 1, 2014, the federal funds obligation date, are eligible for reimbursement. Operating or administrative costs incurred after the termination date shall not be eligible for reimbursement.

Within 45 days after completion of this Agreement, the Subgrantee shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program. Subgrantee shall have the twenty percent (20%) matching capital funds encumbered at the time the vehicle order is placed with the vendor and a copy of the Purchase Order must to be sent to the Department under this active Agreement. The Subgrantee's twenty percent (20%) match for capital expenses shall be provided in cash from sources other than federal funds.

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating state general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

This Agreement becomes effective upon the signature of all parties. The effective date is the date the last party signed the Agreement on the signature page below. All costs incurred under this agreement from October 1, 2015 to September 30, 2016 may be reimbursed. This Agreement shall expire September 30, 2016 or when Federal funding is expended, whichever occurs first.

7. Termination for Cause.

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

The Department may provide the Subgrantee a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subgrantee has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subgrantee has not begun and proceeded in good faith to correct the breach, the Department may declare the Subgrantee in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subgrantee shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subgrantee. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subgrantee and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subgrantee shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative.

The Subgrantee shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subgrantee has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the Subgrantee will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements and Buy America.

The Subgrantee shall purchase Program equipment pursuant to procedures established by the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; Americans with Disabilities Act of 1990, Pub. L. No. 101-336; and Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, 49 C.F.R. Part 663.

The Subgrantee agrees to comply with 49 U.S.C. §5323(j) as amended by MAP-21 and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with MAP-21 provisions, and subsequent amendments to those regulations that may be promulgated.

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$2,500, the Subgrantee shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subgrantee agrees as follows:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. § 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- B. **Multi-year Options.** In accordance with 49 U.S.C. § 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- D. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subgrantee shall maintain, satisfactory to the Department, liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment. The Department is to be named as an additional insured and a loss payee on Subgrantee's policy for each vehicle on which the Department has a lien. A certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subgrantee shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subgrantee shall require contractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subgrantee shall require contractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and

against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

14. New Mexico Tort Claims Act.

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

15. Use of Program Equipment.

- A. A Program Vehicle Inventory must be completed for each vehicle that will be used in the Program. The Program Vehicle Inventory shall be returned with the signed Agreement.
- B. Each vehicle must contain a fire extinguisher, first aid kit (including a blood borne/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and webcutters/seat belt cutters.
- C. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- D. Failure to use the equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- E. The Subgrantee shall notify the Department immediately of vehicular accidents, thefts, or vandalism involving Program equipment. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- F. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) working days or as stipulated by the Department. If the Subgrantee fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- G. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subgrantee shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subgrantee shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the Straight Line Depreciation method.
- H. The Subgrantee agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subgrantee is responsible for the cost of restoring the vehicle(s) to its original condition.
- I. If the Subgrantee wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal or casualty loss, the Subgrantee shall contact the Department to obtain specific disposition instructions.
- J. The Subgrantee shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subgrantee shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause. The Subgrantee shall prepare reports describing usage, any modifications, and other related information for such periods of time and frequency as may be prescribed by the Department.

16. Charter Bus Requirements.

The Subgrantee agrees to comply with 49 U.S.C. §5323(d) and 49 C.F.R. Part 604, which provides that recipients and sub recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions must be "incidental." (For example, it must not interfere with or detract from the provision of mass transportation).

17. School Bus Requirements.

Pursuant to 49 U.S.C. §5323(f) and 49 C.F.R. Part 605, recipients and sub recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subgrantee purchases will reflect in a lien in favor of the Department. The liens will remain in effect for four years (or 100,000 miles) from the date title is issued for light duty buses, cutaways and modified vans (designed to carry 10 to 22 passengers). The lien on light duty mid-sized buses (designed to carry 16 to 25 passengers) will remain in effect for five years (or 150,000 miles). The Subgrantee shall pay all costs associated with obtaining, securing, and maintaining titles and liens, including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subgrantee shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, please refer to the Vehicle Title Release and Disposition sections of the *New Mexico State Management Plan* for the Administration of Federal Transit Grants.

20. Operation Reporting Requirements.

- A. Daily Pre/Post Trip Inspection Records — The Subgrantee shall keep daily Pre/Post Trip Inspection Records on the use of each transit vehicle and shall submit to the Department, upon request, such information.
- B. Monthly Reporting — A monthly invoice/report shall be submitted electronically by the Subgrantee to include financial expenditures and ridership, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month.
- C. Quarterly Reporting — Vehicle Certification forms shall be submitted to the Department within 30 days after the close of the quarter following the purchase of Program equipment by the Subgrantee.
- D. Annual Reporting — A certification that the Program equipment is still being used in accordance with the terms of the Agreement shall be submitted to the Department with the Certifications and Assurances during the application process.
- E. National Transit Database (NTD) Rural Report — the Subgrantee will provide an annual report as needed for the NTD Rural Report.

The Subgrantee's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subgrantee shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subgrantee shall grant authorized representatives of the Department, the state and the federal government access to books, documents, papers, reports, and records of the Subgrantee or its subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subgrantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subgrantee shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government.

23. Privacy Act.

The Subgrantee agrees to comply with, and to assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the Subgrantee agrees to obtain the express consent of the federal government before the Subgrantee or its employees operate a system of records on behalf of the federal government. The Subgrantee understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Subgrantee agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

24. Audit.

The Subgrantee shall ensure that an annual audit of the Program based on the Subgrantee's fiscal year shall be conducted pursuant to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. The Subgrantee, prior to initiation of the audit, shall seek written approval from the Department of the auditing firm. The Subgrantee agrees to provide the Department with a copy of the audit report concerning any portion of the Agreement period as soon as it is released, but in no case later than six months following the close of the local fiscal year. Audit costs are an eligible administrative expense. Should the Subgrantee fail to produce the annual audit, the Department may, at its option, commission such an audit payable out of Program funds.

25. Audit Exceptions.

If federal or state audit exceptions are made, the Subgrantee shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subgrantee shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subgrantee of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subgrantee under this Agreement.

26. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

27. Contracting and Assignment.

The Subgrantee shall not contract any portion of this Agreement without prior written approval of the Department. No such contracting shall relieve the Subgrantee from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Department.

Except to a successor in kind, the Subgrantee shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should subcontract(s) or an assignment be authorized by the Department, the subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subgrantee's responsibility to duly inform the subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services. To that end, Subcontractors with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantee*, which is attached as Certification 1.

28. No Federal Government Obligation to Third Parties.

- A. The Department and Subgrantee acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Subgrantee agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

29. Training.

The Subgrantee shall ensure that all drivers described in the Operations Profile are trained in the following programs: first aid, cardiopulmonary resuscitation, blood borne pathogens, defensive driving, use of wheelchairs, passenger safety, sensitivity and crisis management. The Department's approved contractor will provide training in passenger safety, sensitivity and crisis management. All new drivers must be trained and certified in the above listed areas within six (6) months of their date of hire and recertified every three years. For the Cardiopulmonary Resuscitation (CPR) training, the drivers must be recertified every two years. All full time, part time, substitute/fill-in, or volunteer vehicle operators shall have in their possession valid certifications while operating a public transportation vehicle.

In addition, the Department may require specific training for the Subgrantee. Attendance is required and failure to attend shall result in a deduction in from the Subgrantee's next invoice. This deduction will be an amount equal to the Subgrantee's pro-rata share: total cost of training incurred by the Department divided by the total number of all individuals scheduled for training and multiplied by the total number of Subgrantee employees failing to attend the scheduled training.

Should the Subgrantee fail to satisfy the terms and conditions as outlined, the Subgrantee may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

30. Drug and Alcohol Testing.

The Subgrantee will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655; produce documentation necessary to establish its compliance; permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program; and review the testing process. The Subgrantee agrees to certify annually its compliance with 49 C.F.R. Parts 40 and 655 by February 1, 2016, and to submit the Management Information System (MIS) reports

before March 1, 2016, to the Department's Transit and Rail Division at 1350 Alta Vista (SB-4), Santa Fe, NM 87504. To certify compliance, the Subgrantee shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Subgrantee agrees further to submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Subgrantee agrees to participate in the Department's consortium.

31. Labor Warranty.

The Subgrantee agrees that it will comply with the terms and conditions of the Special 49 U.S.C. §5333(B) Warranty for Application to the Small Urban and Rural Program. The Subgrantee will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

32. Transit Employee Protection Guidelines.

The Subgrantee agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act). The Subgrantee shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

33. Civil Rights Laws and Regulations Compliance.

The Subgrantee shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement.

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subgrantee shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The Subgrantee shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Subgrantee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subgrantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Subgrantee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subgrantee shall comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. § 12112, the Subgrantee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

C. The Subgrantee shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, contact the FTA HelpLine at www.ftahelpline.com.

E. The Subgrantee also agrees to include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

34. Disadvantaged Business Enterprise (DBE) Policy.

A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2016 fiscal year is 1.22%, through race-neutral means.

B. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Subgrantee shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subgrantee to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subgrantee signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Subgrantee agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The Subgrantee will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The Subgrantee is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor's receipt of payment for that work from the Department.

E. The Subgrantee must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work, and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subgrantee may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A Subgrantee of FTA funds must meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A Subgrantee with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantee*, which is attached as Certification 1.

35. ADA Access.

The Subgrantee shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to

implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subgrantee also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

36. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subgrantee certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or the FTA assisted program for which this work is being performed. The Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subgrantee to the extent the federal government deems appropriate.
- B. The Subgrantee also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the federal government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Subgrantee, to the extent the federal government deems appropriate.
- C. The Subgrantee certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. Subgrantee further agrees that these clauses shall not be modified, except to identify the subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, §§ 44-9-1 through 44-9-14 NMSA 1978.

37. Lobbying.

A Subgrantee receiving \$100,000 or more of 49 U.S.C. §5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." The Lobbying Certification is attached as Certification 2. The Subgrantee must certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352.

If the Subgrantee hires a contractor, the contractor must provide the Lobbying Certification to the Subgrantee. Each tier below the contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subgrantee.

38. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

39. Energy Conservation.

The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

40. Clean Water and Air Requirements.

- A. The Subgrantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. §§1251 et seq., and the Clean Air Act, 42 U.S.C. §§7401 et seq. The Subgrantee agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subgrantee agrees to include these requirements in each subcontract exceeding \$100,000.00 and financed in whole or in part with federal assistance provided by the FTA.

41. Debarment and Suspension.

Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits FTA Subgrantee from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subgrantee shall include the certification and instruction language contained at 29 C.F.R. Part 29, Appendix B, in all Invitations for Bids and Requests for Proposals (for inclusion by contractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subgrantee is required to verify that none of the Subgrantee's principals, as defined at 49 C.F.R. Part 29.995, or affiliates, as defined at 49 C.F.R. Part 29.905, are excluded or disqualified as defined at 49 C.F.R. Parts 29.940 and 29.945. By signing and submitting this Agreement, the Subgrantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subgrantee or proposer/Subgrantee knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subgrantee or proposer/Subgrantee agrees to comply with the requirements of 49 C.F.R. Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subgrantee or proposer/Subgrantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

42. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, Subgrantees must register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subgrantee demonstrates that it is registered with the System for Award Management (SAM) website.

43. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USASpending.gov.

The type of information the Department is required to report includes:

- Name of Subgrantee receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Subgrantee, which includes the Congressional District
- Place of performance of the program or activity, which includes the Congressional District
- Unique identifier—DUNS—of the Subgrantee and its parent organization, if one exists

- Total compensation and names of the top five executives of the Subgrantee. This information is required, if the Subgrantee in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subgrantee's grant application and standard reports. However, the Subgrantee will be required to provide additional information, which includes the total compensation and names of the Subgrantee's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subgrantee shall register with the SAM and DUNS websites and provide that information to the Department.

44. Severability.

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

45. Scope of Agreement.

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

46. Applicable Law and Venue; Federal Changes.

The Subgrantee shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement by FTA. The Subgrantee shall make as part of this Agreement between the Department and the Subgrantee the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

47. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4220.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subgrantee shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <http://www.fta.dot.gov/grants/15072.htm>.

48. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

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

New Mexico Department of Transportation


Loren D. Hatch, Deputy Secretary

Subgrantee

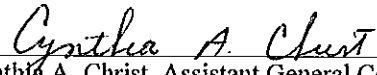
Signature

Name/Title (please print)

10 July 2015
Date

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.


Cynthia A. Christ, Assistant General Counsel

7-8-15
Date

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBGRANTEES**

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Construction and Civil Rights Bureau (CCRB), must ensure that subgrantee of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, subgrantee with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subgrantees* (Agreement). Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and subgrantees are responsible for complying with the requirements contained therein.

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for Name of Agency; hereinafter referred to as "Subgrantee."

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subgrantee intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subgrantee will sign the New Mexico Department of Transportation's Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subgrantee must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE's can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subgrantee will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subgrantee will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subgrantee will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subgrantee will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

V. Quotas (§26.43)

Subgrantee will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

Subgrantee must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subgrantee and ensures that the Subgrantee is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The Subgrantee will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subgrantee assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

Subgrantee shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subgrantee will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subgrantee will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

Subgrantee will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Construction and Civil Rights Bureau upon request.

Subgrantee will complete and submit annually to the NMDOT Construction and Civil Rights Bureau the NMDOT Annual Profile Registration Form. This Form will be mailed to Subgrantee.

Subgrantee will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Construction and Civil Rights Bureau.

XI. Incorporation of Agreement

This Agreement is incorporated into Subgrantee's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:
Signature of City of Hobbs Executive Officer
Phone Number:
Print Name of Agency Chief Executive Officer:

LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Printed Name of Signing Official: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3rd, 2015

**SUBJECT: TASK ORDER CONTRACT – SMITH ENGINEERING RFP 436-11
TRUNK LINE F REPLACEMENT – (SR 18 & CENTRAL STREET)**

DEPT. OF ORIGIN: Engineering Department

DATE SUBMITTED: 7-28-15

SUBMITTED BY: Todd Randall, City Engineer

Summary:

Smith Engineering provided the design and construction plans and specifications for the WWTP and Temple Street phase of Trunk Line F sewer replacement, which consisted of 6,000 lin. ft of sewer line replacement from the WWTP to the intersection of Temple and Dal Paso and along Temple from Dal Paso to the RR corridor. In 2014 after a large rain event there were additional collapses near the Joe Harvey intersection and along the RR corridor just north of Sanger. An emergency Request for Cost Proposal was issued in order to address immediate needs and replace the existing sewer trunk line from Sanger to Grimes (J&H Services was the awarded contractor).

The attached Task Order (\$474,000 plus GRT) will be for Professional Services for the complete plans and specifications for the SR 18 corridor from Central to Millen and Central Street from SR 18 to Navajo, which is estimated at \$7 to \$8M in construction and design services.

The design services include plans for the complete replacement of Central and overall improvements to the Caprock and Central intersection along SR 18 to address pedestrian accessibility, ADA ramps and any drainage deficiencies. Completion of this project would replace the entire length of concrete sewer pipe along SR 18 and south to the WWTP. In addition, the entire Central Drive corridor from SR 18 to Joe Harvey Blvd.

The remaining portion would be Joe Harvey (Central to Grimes) and Grimes (Joe Harvey to Millen), which is estimated at \$9M.

Fiscal Impact:

Reviewed By:

Finance Department

Budget Acct: 62-4062-44901-00097 (Infrastructure Tax)

Budget Amnt: \$7,599,564.27

Available: \$6.5M

Design: \$474,000 (not including GRT)

Attachments: Task Order Contract RFP 436-11 / Location Map

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Approve Task Order to Smith Engineering Company for Trunk Line F – Phase 8

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

File No. _____ Denied



ENGINEERING DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9232 bus
575-397-9227 fax

2011 TRUNK LINE F DESIGN SERVICES (RFP 436-11)

PROJECT NAME: TRUNK LINE F - PHASE 7 SEWER REPLACEMENTS
CONTRACT NUMBER: 426-10 SMI
VENDOR NUMBER: 13961
BUDGET LINE ITEM: 62-4062-44901-00097

DATE: August 3rd, 2015

ENGINEER OF RECORD: Smith Engineering Company
Bill McFarland, PE
201 N. Church St, Las Cruces, NM 88001
575-523-2395 BUS
575-523-2396 FAX
mcfarlandb@smithengineering.pro

Scope of Work: (See attached for additional detail)

Provide professional land surveying and civil engineering services relating to the referenced site. Using conventional trenching methods, the project will primarily consist of replacing Sanitary Sewer Trunk Line F, an existing 21" concrete trunk line in NM 18 NMDOT ROW from Central Drive to south of West Millen Drive (4,900 feet). The 24" sewer line in Central Drive from NM 18 to Joe Harvey Avenue, approximately 3100 linear feet, will also be replaced. The proposed project will connect to the existing bore already made across NM 18 and the line being replaced under Joe Harvey. The proposed improvements in Central Drive will also include the removal and replacement of existing roadway pavement sections, valley gutters, drive pads, curb and gutter, crossing water mains, fire hydrants, appurtenances, and sidewalks. In addition, all side street/alley intersections along the project centerline of Central Drive will be upgraded for ADA and PROWAG compliance and surface drainage deficiencies.

Design Services \$462,000
Bidding Phase \$12,000

Total Not to Exceed Cost: \$474,000 plus GRT

CITY OF HOBBS

SMITH ENGINEERING

SAM D. COBB, MAYOR

BILL McFARLAND, PE

ATTEST

JAN FLETCHER, CITY CLERK

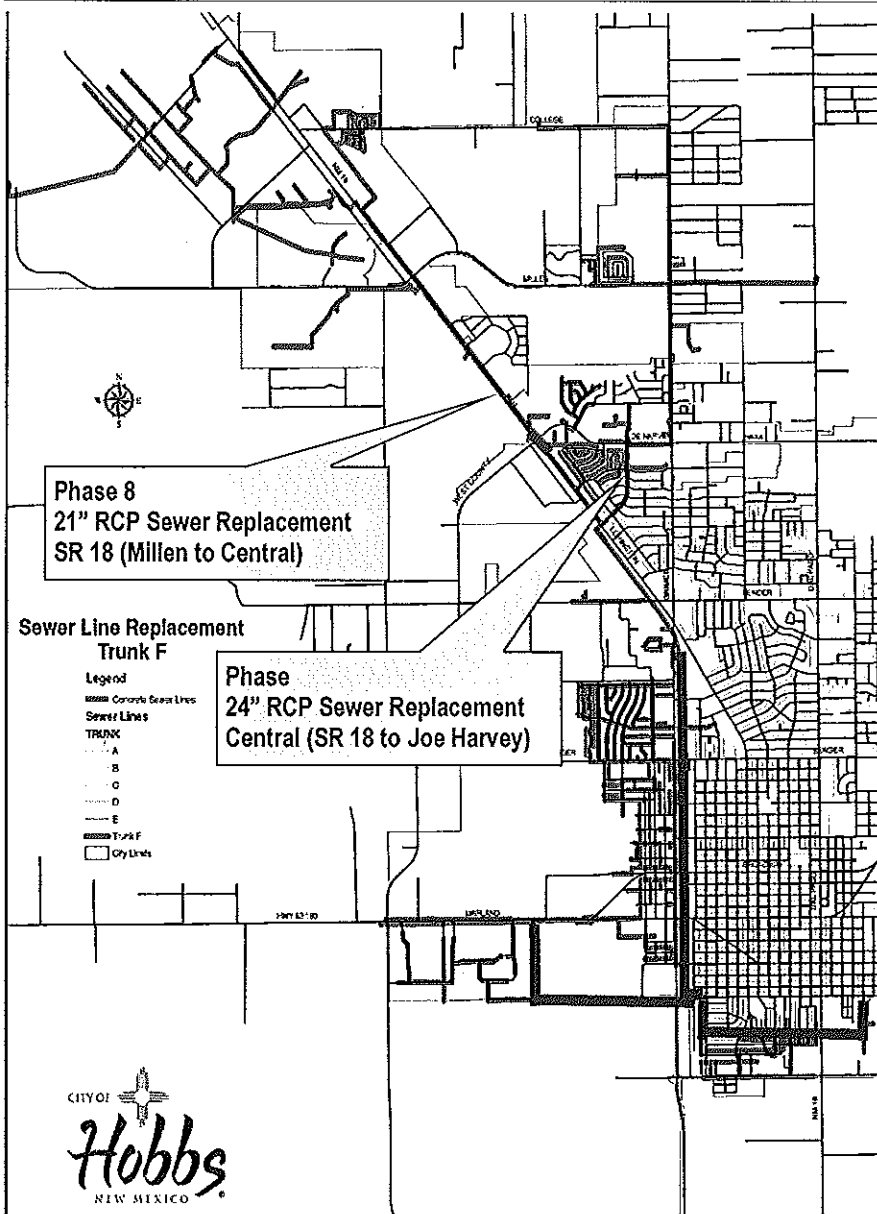


IT ALL HAPPENS HERE.

SEWER LINE REPLACEMENT

City of Hobbs, New Mexico

Completed to date:	4.5 miles (\$11M)
Phase 8 Project:	2.5 mile (\$7M)
Still Needed:	2 miles (\$5.5M)



Emergency repairs are urgently needed to rehabilitate major sewer mains 18" to 30" in diameter in primary Commercial Arterials of the city. Original construction was in the mid to late 80's using lined concrete sewer pipe, which has severely deteriorated due to sewerage gases over the last two decades. The City has 5 additional miles of concrete sewer pipelines to replace which are collapsing. When a collapsed line occurs, the city is required to bypass portions of the main trunk to maintain service and avoid property damage, which can also result in surge charged mains overtopping manholes in low areas and exposing the public to open sewerage conditions.

Economic Impact

- Infrastructure essential to Commercial / Industrial Development in Prime Growth Area
- Sewer service to critical facilities in North Hobbs (NMJC / Hospital / USW / Fire Station 3 & 4)

Environmental

- Protection of City sole source water supply (Ogalalla Aquifer)
- Future collapses could create hazardous conditions and possible property damage.



City of Hobbs
200 E. Broadway
Hobbs, NM 88240

Contact: Tim Woomer, Utilities Director
BUS 575-397-9351
FAX 575-397-9227
twoomer@hobbsnm.org

Contact: Todd Randall, City Engineer
BUS 575-397-9351
FAX 575-397-9227
trandall@hobbsnm.org



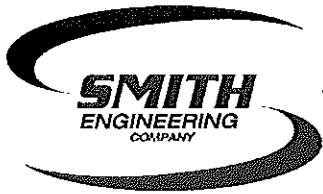


EXHIBIT B - SCOPE OF WORK

Design Professional Firm:

Smith Engineering Company (Smith)
201 N. Church Street, Suite 300
Las Cruces, NM 88001
(575) 523-2395

Client:

Todd Randall, PE
City of Hobbs
Engineering Department
200 E. Broadway Street
Hobbs, NM 88240
(575) 397-9237

Date: July 30, 2015

Project Name/Location: Trunk Line F Extension, Phase 8
Hobbs, New Mexico

Scope of Services:

Smith Engineering Company (Smith) is pleased to submit this proposal to provide professional land surveying and civil engineering services relating to the referenced site. Using conventional trenching methods, the project will primarily consist of replacing Sanitary Sewer Trunk Line F, an existing 21" concrete trunk line in NM 18 NMDOT ROW from Central Drive to south of West Millen Drive (4,900 feet). The 24" sewer line in Central Drive from NM 18 to Joe Harvey Avenue, approximately 3100 linear feet, will also be replaced. No effluent reuse line will be installed. The proposed project will connect to the existing bore already made across NM 18 and the line being replaced under Joe Harvey. No bores will be required. The proposed improvements in Central Drive will also include the removal and replacement of existing roadway pavement sections, valley gutters, drive pads, curb and gutter, crossing water mains, fire hydrants, appurtenances, and sidewalks. In addition, all side street/alley intersections along the project centerline of Central Drive will be upgraded for ADA and PROWAG compliance and surface drainage deficiencies. The estimated construction cost is \$7 million. It is expected that the project will be separated into the two construction bid lots as described above. Based on our discussions, the following services will be provided by Smith:

Land Surveying Services:

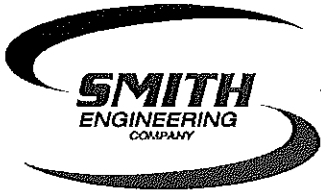
Surveying services will be provided by the City.

Engineering Services:

Street Plan & Profiles: Smith will prepare Street Plan and Profiles for all streets, alleys, and side street intersections on Central Drive. These plans will show the horizontal and vertical layout of existing and proposed improvements as it relates to the finish grades at top back of curb, intersections, cul-de-sacs, and critical tie-in to existing streets.

Included in this item:

- Horizontal plan labeling of street/alley centerlines, such as stationing, offsets, curb returns, and horizontal curve data based on City requirements. The horizontal layout will establish control for construction of edge of pavement, transitions, curb and gutter, cul-



- de-sacs, intersections, median openings, and turn lanes.
- Vertical profiles for street/alleys centerlines, to include finish grades and top back of curb elevations, vertical curve data based on City requirements, and gradients.
- Paving details for street and alley sections.
- Permanent Signage Plan
- The City will provide standard details for curb & gutter, sidewalks, valley gutters, etc.

Wheelchair Ramp Plan (WCR): Smith will prepare a Plan that denotes the specific location of wheelchair ramps for the proposed improvements, such as intersections, drive pads and cross walks. The plan will also meet current regulations set forth by PROWAG and ADA (Americans with Disabilities Act) for ramps, access routes, etc.

Drainage Plan: Smith will not prepare a Drainage Plan for the proposed improvements related to stormwater conveyance within streets, alleys, and intersections. However, Smith will confirm that positive flow is maintained and ponding areas/surface drainage deficiencies are eliminated due to flat or minimal slopes in Central Drive.

Included in this item:

- Transition of dependent side streets and alleys to maintain positive slope along independent streets, intersections, and valley gutters.

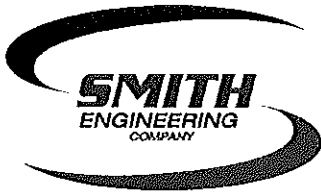
Not included in this item:

- Hydraulic/hydrologic calculations and modeling of design flows, storm drain systems, and street sections, including street and inlet capacities for implementing an efficient storm sewer system. Supportive documentation, such as drainage reports, will not be included.
- Storm drain plan and profiles, including any related inlets, catch basins, ponds, and control structures.
- Design of stormwater retention/detention facilities, if required. Including runoff volumes for pre-developed and post-developed conditions and related facilities, such as individual ponds, regional ponds, or underground systems.

Utility Plan: Smith will prepare plans for water and sanitary sewer improvements including manholes, cleanouts, fire hydrants, valves, meters, mains, services, blow offs, and any other related appurtenances. These improvements will be designed to replace existing public mains located within public right-of-way.

Included in this item:

- Coordination with other respective public and franchise utility companies, such as gas and electrical power, to avoid any potential conflicts with water and sanitary sewer.
- Plans for potable water, effluent reuse, and sanitary sewer mains, profiles for sanitary sewer only. Assume a conventional sanitary sewer system and no lift station or force main.



- Coordination of cable television, telephone, and fiber-optic/internet services.

Not included in this plan:

- Design of any off-site utility improvements, upgrades, or extension not mentioned above.
- Profiles for potable water and effluent reuse mains and private utility services.
- Coordination and preparation of permits required for utility replacement in NMDOT and RR right of way.

Erosion & Sediment Control Plan: Smith will prepare an Erosion and Sediment Control Plan for the referenced project.

Included in this item:

- Location and construction details for erosion/sediment control devices (BMP's) to manage the discharge of storm water runoff from the site during construction activities and minimize pollutant runoff.

Not included in this item:

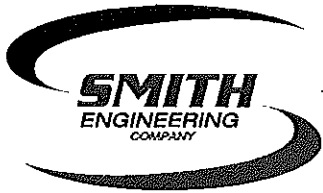
- Services associated with filing the "Notice of Intent" form (NOI) to the Environmental Protection Agency (EPA).
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP).

Meetings and Coordination: Smith anticipates five (5) meetings with the City for project coordination during the design phase. These meetings will include a kickoff meeting and progress design meetings (30%, 60%) prior to submittal of 100% construction plans. In addition Smith will attend a prebid meeting during the bid phase. Tele-conference calls will be considered incidental. Any additional meetings required for engineering services will be billed on an hourly rate basis. The Client will be informed in writing via email once hourly rates apply.

Construction Specifications: For all improvements designed by Smith, standard specifications for construction will follow the latest editions of the City of Hobbs and APWA Design Standards for Construction. Reference will be made on the construction plans with any appropriate supplemental information, if required. Smith will provide the bid documents.

Record Drawings: Based on project construction records, maintained and provided by the Contractor, Smith will prepare final record drawings of the referenced project in conformance with City requirements. These drawings will rely solely on the information provided by the Contractor. Field verification of actual construction is not included in this item. If the Contractor claims no changes were made to the plans during construction, the Contractor will provide a letter to the Engineer that construction was completed per the construction documents.

Fee Arrangement for Civil Engineering Services: The services described above are shown below as a Fixed Fee, which does not include applicable gross receipts taxes but does include direct reimbursable costs, such as vehicle mileage, reproduction, and mail delivery fees, etc.



CIVIL DESIGN SERVICES	\$462,000
BID DOCUMENTS	\$12,000
TOTAL	<u>\$474,000</u>

Special Conditions: Based on our understanding of the scope of services, the following items are assumed to be provided by the Owner or Architect, completed by others, or not included in this proposal and will be subject to additional fees, if required by Smith.

- Final Plat or Easements by Separate Instrument
- Site Lighting Plan
- Landscape and Irrigation Plan
- Storm Water Pollution Prevention Plan (Required for any site engineering over 1 acre)
- SWPPP Inspections
- Geotechnical Investigation and Soils Analysis Reports for Pavement Sections
- Environmental Investigation & Report
- Traffic Impact Analysis
- Construction Phase Services/Observation
- Materials Testing



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 3rd, 2015

SUBJECT: CHANGE ORDER No. 3 - RFP No. 473-15 2014 Trunk Line F Replacement Project
DEPT. OF ORIGIN: Engineering Department & Utilities Department
DATE SUBMITTED: July 30th, 2015
SUBMITTED BY: Todd Randall, Engineering Department / Tim Woomer, Utilities Department

Summary:

The City Commission approved the award of RFP No. 473-14 2014 Trunk Line F Replacement Project to J&H Services on Dec. 15, 2014. The contract includes the replacement of existing Concrete Sewer pipe along a portion of SR 18 near the intersection of Joe Harvey and a section from Sanger to Grimes St along the RR right of way. During the final connection of the improvements to the existing pipe, staff inspected the condition of the existing trunk line, which the pipe gaskets were visible and hanging out into the pipe conduit, which is a sign of severe concrete deterioration. In addition, once the plug was removed to allow gravity flow of the sewer line, a portion of the pipe crown was removed exposing existing trench backfill on the existing line.

Staff initiated a change order with J&H to replace an additional 5,000 lin. Ft. of existing 30" RCP Sewer line. J&H has agreed to reduce the unit prices in the contract, which is reflected on the attached change order. A large portion of the change order is a new construction item, which is 42" casing bores under Grimes, Bender and the railroad.

Fiscal Impact:

Reviewed By: _____
Finance Department

Budget Acct: 62-4062-44901-00097 (Infrastructure Tax)
Budget Amnt: \$7,599,564.27
Available: \$6.5M
Design Fee: \$474,000 (not including GRT) Smith Engineering Task Order if approved on 8-3-15
Phase 7 Contract: \$2,228,371.16 (Revised Contract Amnt)
Change Order No. 3: \$1,773,896.20 (not including GRT)
New Contract Amnt: \$4,002,267.36 (not including GRT)

Attachments: Change Order No. 2 / Location Map

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consideration by City Commission for the Approval of Change Order No. 3 J&H Services Inc. for \$1,773,896.20 for the 2014 Trunk Line F Replacement Project, RFP No. 473-15

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

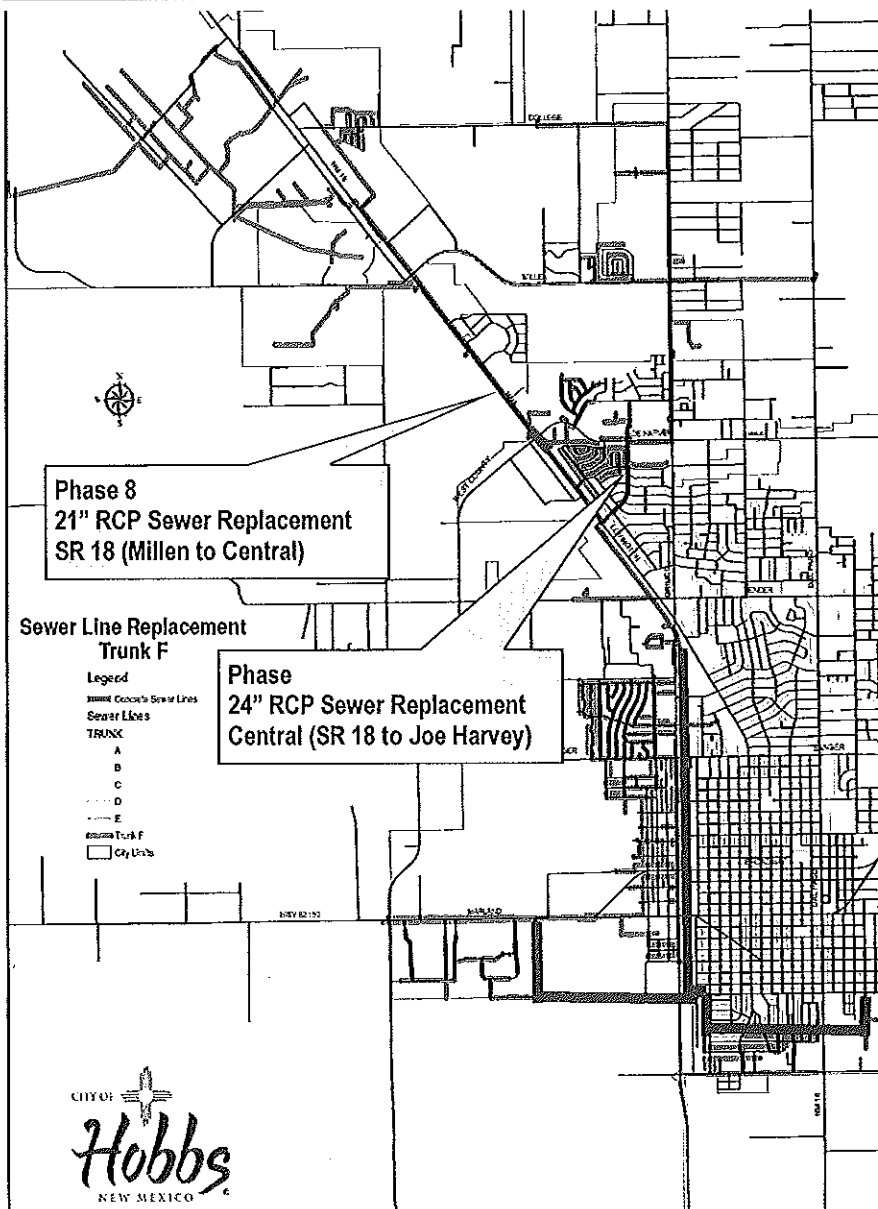
Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

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

SEWER LINE REPLACEMENT

City of Hobbs, New Mexico

Completed to date: 4.5 miles (\$11M)
Phase 8 Project: 2.5 mile (\$7M)
Still Needed: 2 miles (\$5.5M)



Emergency repairs are urgently needed to rehabilitate major sewer mains 18" to 30" in diameter in primary Commercial Arterials of the city. Original construction was in the mid to late 80's using lined concrete sewer pipe, which has severely deteriorated due to sewerage gases over the last two decades. The City has 5 additional miles of concrete sewer pipelines to replace which are collapsing. When a collapsed line occurs, the city is required to bypass portions of the main truck to maintain service and avoid property damage, which can also result in surge charged mains overtopping manholes in low areas and exposing the public to open sewerage conditions.

Economic Impact

- Infrastructure essential to Commercial / Industrial Development in Prime Growth Area
- Sewer service to critical facilities in North Hobbs (NMJC / Hospital / USW / Fire Station 3 & 4)

Environmental

- Protection of City sole source water supply (Ogalalla Aquifer)
- Future collapses could create hazardous conditions and possible property damage.

City of Hobbs
 200 E. Broadway
 Hobbs, NM 88240

Contact: Tim Woomer, Utilities Director
 BUS 575-397-9351
 FAX 575-397-9227
 twoomer@hobbsnm.org

Contact: Todd Randall, City Engineer
 BUS 575-397-9351
 FAX 575-397-9227
 trandall@hobbsnm.org

J & H Services, Inc.
 6616 Gulton Ct NE, STE 90
 Albuquerque, NM 87109

Estimate	
Date	Estimate #
7/28/2015	1078

Name / Address
City of Hobbs 200 E. Broadway St Hobbs, NM 88240

Expires	Project
1/30/2015	Grimes/Sanger/RR CO

Item	Description	Qty	Price	Total
SAS	Trunkline F Change Order; 7/29/15 1- Remove and Dispose of existing 30" diameter concrete sanitary sewer pipe; 4312 lf	4,312	38.54	166,184.48T
SAS	2-Remove and Dispose of existing 12" diameter concrete sanitary sewer pipe; 20 lf	20	24.10	482.00T
SAS	3-Remove and Dispose of existing 8" diameter concrete sanitary sewer pipe; 40 lf	40	20.84	833.60T
SAS	4-Remove and Dispose of existing 4" diameter concrete sanitary sewer pipe; 100 lf	100	20.84	2,084.00T
Manholes	6-Remove and Dispose of existing sanitary sewer manhole, salvage frame and cover; 17 ea	17	1,360.00	23,120.00T
Earthwork	8- Clearing and Grubbing; 1.85 ac	1.85	1,780.00	3,293.00T
Construction	+AT&T fiber optic line crossing; 2 ea	1	7,485.00	7,485.00T
Construction	+Railroad spur crossing, open cut; 1 ls*****	1	14,850.00	14,850.00T
SAS	15- Sanitary Sewer service connections to Manhole; 8 ea	8	1,170.00	9,360.00T
SAS	16b- Temporary sewer services storage tanks, includes all trenching, excavation, plumbing, backfill & compaction (1000 gal min), contractor shall coordinate pumping of tanks with City of Hobbs Utilities Department; 6 ea (installation; \$1280/ea) (will reuse existing tanks)	6	1,280.00	7,680.00T
SAS	18a- 30" SDR 35 (PS 46) sanitary sewer line (trench boxes required); including trench, embedment, backfill, compaction, complete in place; 5012 lf (materials; \$52.76/lf); \$151.00 total	5,012	52.76	264,433.12T
SAS	18b- 30" SDR 35 (PS 46) sanitary sewer line (trench boxes required); including trench, embedment, backfill, compaction, complete in place; 5012 lf (installation; \$98.24/lf); \$151.00 total; *****reduced to \$88.00/lf*****	5,012	88.00	441,056.00T
SAS	20- 12" SDR 35 (PS 46) sanitary sewer line (trench boxes required); including trench, embedment, backfill, compaction, complete in place; 20 lf	20	70.00	1,400.00T
SAS	21-8" SDR 35 (PS 46) sanitary sewer line (trench boxes required); including trench, embedment, backfill, compaction, complete in place; 40 lf	40	65.65	2,626.00T

			Subtotal
			Sales Tax (6.8125%)
			Total
Phone #	Fax #	E-mail	
505-896-9428	505-896-9429	office@jhservicesinc.com	

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Estimate

Date	Estimate #
7/28/2015	1078

Name / Address
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Expires	Project
1/30/2015	Grimes/Sanger/RR CO

Item	Description	Qty	Price	Total
SAS	23- 4" diam sch 40 sanitary sewer line for sanitary sewer service connections; including trench, embedment backfill, compaction, complete in place; 160 lf	160	36.50	5,840.00T
SAS	+Connect to existing PVC sewerline; 2 ea (30") ***Bid Item #24-reduced from \$6,925.00	2	3,800.00	7,600.00T
Earthwork	25- Linear grading, blading and reshaping (maintain positive drainage); 1 ls	1	5,345.00	5,345.00T
Manholes	26- 6' diam open bottom fiberglass manhole (10'-14') including manhole adjustment, concrete base, trench, embedment, backfill, compaction, complete in place; 14 ea	14	6,875.00	96,250.00T
Manholes	27- 6' diam open bottom fiberglass manhole (14'-18') including manhole adjustment, concrete base, trench, embedment, backfill, compaction, complete in place; 3 ea	3	7,940.00	23,820.00T
Manholes	29- Water exfiltration (leakage) testing for installed manholes; 17 ea**** Reduced from original contract from \$1,135.00	17	750.00	12,750.00T
Traffic Control	30- Traffic control management and construction traffic control devices; 1 ls	1	9,345.00	9,345.00T
Mobilization	31- Mobilization/Demobilization; 1 ls*****Deleted	0	3,000.00	0.00T
SWPPP	32- NPDES Permitting & SWPPP preparation, implementation, & management, erosion control and devices; 1 ls	1	2,570.00	2,570.00T
Survey	33-Construction staking by contractor; 1 ls**** \$15,920.00 previous price	1	10,000.00	10,000.00T
Construction	+42" steel casing jack and bore, includes entrance pit, gravel, and entrance pit shoring, exit pit excavation, backfill, exit pit shoring, and clean-out; 700 lf	700	701.18	490,826.00T
Construction	+Grout abandoned 30" SAS line; 700 lf	700	52.09	36,463.00T
SAS	+Bypass pumping, complete, includes all by pass line bores; 1 ls	1	128,200.00	128,200.00T

Subtotal

Sales Tax (6.8125%)

Total

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Estimate	
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7/28/2015	1078

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1/30/2015	Grimes/Sanger/RR CO

Item	Description	Qty	Price	Total
	+Denotes additional items not in original contract.			

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.			Subtotal	\$1,773,896.20
			Sales Tax (6.8125%)	\$120,846.68
Phone #	Fax #	E-mail	Total	\$1,894,742.88
505-896-9428	505-896-9429	office@jhservicesinc.com		