

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Cynthia D. Calderon

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

Don R. Gerth

City Manager

J. J. Murphy

August 7, 2017



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

Monday, August 7, 2017 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Cynthia D. Calderon
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

*City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio
and Available via Livestream at www.hobbsnm.org*

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the July 17, 2017, 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. 6575 - Authorizing the Mayor to Execute an Agreement Between the City of Hobbs and the Southeastern New Mexico Economic Development District/COG for Membership Renewal for FY 18 in the Amount of \$10,237.00 (*Mike Stone*)
3. Resolution No. 6576 - Determining that Certain Structures are Ruined, Damaged and Dilapidated, are a Menace to Public Comfort, Health and Safety and Requires Removal from the Municipality (211 North Jefferson) (*Raymond Bonilla*)
4. Resolution No. 6577 - Approving the 4th Quarter FY 2017 DFA Report for Lodgers' Tax (*Toby Spears*)
5. Resolution No. 6578 - Approving an Agreement Between the City of Hobbs and the Hobbs Municipal Schools Regarding Middle School Athletic Programs (*Doug McDaniel*)

DISCUSSION

6. Discussion and Prioritization of the Top 10 Projects for the FY 2019 - 2023 Infrastructure Capital Improvements Plan (ICIP) as Recommended by the City of Hobbs Planning Board (*Kevin Robinson*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. Consideration of Approval of an Employment Transition and Settlement Agreement with J. J. Murphy (*Mike Stone*)
8. Consideration of RFP No. 488-17 for Professional Engineering Services for the City of Hobbs Northeast Reclaimed Water Distribution System and Recommendation to Accept Proposal and Enter Into an Agreement with Parkhill, Smith & Cooper, Inc. (*Tim Woomer*)
9. Resolution No. 6579 - Approving and Adopting the Market Rate Housing Incentive Program for FY 18 (*J. J. Murphy*)
10. Resolution No. 6580 - Establishing a Livestream Media Policy for the City of Hobbs (*Meghan Mooney, Ron Roberts*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

11. Next Meeting Date:

- ▶ Regular Meeting - ***Monday, August 21, 2017***, 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. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2017

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 2, 2017
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of July 17, 2017

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. _____
Ordinance No. _____
Approved _____
Other _____

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 17, 2017, 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 Cynthia Calderon
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner Don Gerth

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Chris McCall, Police Chief
Shane Blevins, Police Captain
Manny Gomez, Fire Chief
Barry Young, Deputy Fire Chief
Raymond Bonilla, Community Services Director
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Shelia Baker, Senior Staff Engineer
Ronny Choate, General Services Director
Tim Woomer, Utilities Director
Toby Spears, Finance Director
Deborah Corral, Assistant Finance Director
Nicholas Goulet, Human Resources Director
Britt Lusk, Administrative Services Director
Ron Roberts, Information Technology Director
Doug McDaniel, Parks and Recreation Director
Linda Howell, Rockwind General Manager
Meghan Mooney, Director of Communications
Sandy Farrell, Library Director
Robert Hamilton, Reference Librarian
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
45 citizens

Invocation and Pledge of Allegiance

Commissioner Taylor delivered the invocation and Commissioner Cynthia Calderon led the Pledge of Allegiance.

Approval of Minutes

Commissioner Joseph Calderón moved that the minutes of the regular meeting held on June 19, 2017, and the work session held on June 14, 2017, be approved as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Joseph Calderón yes, Taylor yes, Buie yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Proclamation for Lea County

Mayor Cobb stated Ms. Lynn Edwards with Lea County has not yet arrived at tonight's meeting, and he will wait for the presentation until she arrives.

Public Comments

Mr. Tripp Gleghorn, Assistant Golf Pro, stated Rockwind Community Links recently held the 2017 Southeastern Junior Open Tournament. He stated the tournament started later in the day on Saturday due to rain. Mr. Gleghorn commended the golf course staff for all their hard work and making the tournament happen. He thanked the Commission and Mr. Murphy for their vision and commitment to the Rockwind Community Links Golf Course.

Mayor Cobb expressed his appreciation to Mr. Gleghorn for his passion at the City's golf course.

Commissioner Gerth thanked the golf course staff for making the golf course playable after the rain and storm.

In response to Commissioner Newman's question, Mr. Gleghorn stated there were 53 junior golfers who brought their families to Hobbs. He stated the players and families lodged and ate at Hobbs facilities.

Commissioner Buie gave kudos to everyone at Rockwind Community Links for all the hard work they do at the golf course.

Commissioner Taylor stated children do appreciate the City's golf course. She stated they will also really appreciate Taylor Ranch once it is built.

Mr. Mark Bateman thanked the Commission and the City for reviewing an old policy regarding sewer lines. He also thanked them for fixing the problem in the 800 block of Princess Jeanne. Mr. Bateman recommended that citizens contact their Commissioners and City Staff to address concerns. He stated his Commissioner, Mayor Cobb and Mr. Murphy worked with him to resolve his issue.

Ms. Edwards presented a plaque to Mayor Cobb for the City of Hobbs. She apologized for being late in her arrival to the meeting. Ms. Edwards stated the County's 100th Centennial Celebration named "Forever Frontiers with Pioneers" is ongoing through 2017. She stated that Lea County became a county on March 17, 1917. Ms. Edwards thanked the City of Hobbs for its many contributions over the past 100 years.

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.

Mayor Cobb stated one of the items under the Consent Agenda is for approval for City's donation of used fire equipment to the Lea County Office of Emergency Management. He stated it is great being partners with Lea County.

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

Resolution No. 6569 - Authorizing the Donation of Used Fire Equipment Consisting of a 1996 Smeal Heavy Rescue and a 1997 Pierce Class A Pumper to the Lea County Office of Emergency Management.

Resolution No. 6570 - Appointing Mayor Pro Tem Joseph D. Calderón as the Voting Delegate for the Annual New Mexico Municipal League Conference and Appointing Commissioner Patricia A. Taylor as the Alternate Delegate.

Commissioner Joseph Calderón seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Joseph Calderón yes, Taylor yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolutions and supporting documentation are attached and made a part of these minutes.

Discussion

Proposed Increase of Golf Fees at Rockwind Community Links.

Mr. Doug McDaniel, Parks and Recreation Director, and Ms. Linda Howell, Rockwind General Manager, presented a proposal to increase golf fees at Rockwind Community Links. Mr. McDaniel stated Rockwind Community Links Golf Course has been open for two years and the City would like to improve revenues at the golf course. He stated the proposed increase is a 15% increase at the driving range, a six percent increase for cart rentals, a 13.33% increase for weekday green fees and 33.33% increase for weekend green fees. Mr. McDaniel stated the proposed change in fees would increase revenue by approximately \$89,000 at Rockwind Community Links. He further stated the proposed increase to the City's green fees is from \$15 for six days a week to \$17 during the week and \$20 on weekends and holidays. Mr. McDaniel stated the proposed fee increase for tournaments is from \$35 to \$40 during the week and on weekends from \$45 to \$50. He also proposed a resident senior rate increase of 13% from \$12 to \$13.60 for weekday play and 33% for weekend play at \$16.

Ms. Howell compared Rockwind golf fees to 22 other courses throughout New Mexico and West Texas and stated it currently costs a resident \$31 to play 18 holes at Rockwind with a golf cart. She further stated only five of those 22 courses in the region have lower fees than Rockwind's current prices. Ms. Howell stated the proposed fee increase will raise the total cost to play from \$34 on weekdays and \$37 on weekends. She added the proposed increase to cart rentals is \$1 from \$16 to \$17. She stated the golf course has seen a decrease in rounds played in its second year of operation. Ms. Howell stated the first year the total number of rounds was 26,857, with 3,343 on the par 3 course and 23,514 on the 18-hole course. In its second year, the total number of rounds decreased by 3,343 to 23,697, with 2,925 on the par 3 and 20,772 on the par 18.

Commissioner Buie stated he understands why the golf fee increase may be necessary; however, he is against raising golf fees for Hobbs' senior citizens. He stated many are on a fixed income and an increase in fees may limit them from playing golf.

Commissioner Gerth stated he has heard concerns from residents regarding the proposed increase in fees because they feel their tax dollars already pay for the golf course. He further stated it was his understanding that this course was built as a community links to make it more affordable to play.

Mayor Cobb encouraged the Commission to consider the increases and seek input from their constituents. He also encouraged the Commission to engage Mr. Murphy, Mr. McDaniel and Ms. Howell on a direct basis regarding the proposed increase. Mayor Cobb reminded everyone that this item is for discussion only.

Ms. Howell stated the Rockwind Community Links and Parks and Recreation staff are not proposing the rates to go up at this time, but presenting the Commission with options to increase revenues at the golf course. She stated she knows it has been a very difficult year and the rounds are down. She added staff is here to serve the Commission and the people of Hobbs.

Action Items

Consideration of Approval of a Professional Services Agreement with the Boys & Girls Club of Hobbs, Inc., in the Amount of \$69,000.00 for Summer Recreation Program Activities.

Mr. McDaniel stated the Hobbs Boys & Girls Club has previously entered into a professional services agreement with the City to operate a nine week Summer Program. He stated additionally, the Club will also enter into a contract with Gus Macker for the operation of the Gus Macker 3-on-3 Basketball Tournament. Mr. McDaniel stated the City has enjoyed a great working relationship with the Club.

Mr. Mike Clampitt with the Hobbs Boys & Girls Club stated the Club also operates a Special Needs Program and provides transportation to and from the Summer Sports Program on the campus of the Hobbs High School. He reviewed the attendance and stated breakfast and lunch are provided to the children who attend the program.

Commissioner Buie stated the Hobbs Boys & Girls Club is an excellent program.

There being no further discussion, Commissioner Newman moved to approve the agreement with Hobbs Boys & Girls Club for the Summer Recreation Program Activities in the amount \$69,000.00 as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

Resolution No. 6571 - Approving the 4th Quarter DFA Financial Report for FY 16-17.

Mr. Toby Spears, Finance Director, explained the resolution and stated the State requires the 4th Quarter DFA Financial Report to be approved by the governing body. He stated the Cash Balance at the end of June, 2017, was \$106,824,838.27 for all restricted and unrestricted funds. Mr. Spears stated the City's year-to-date actual revenues for the period ending June 30, 2017, were \$108,602,333.81 and expenditures \$117,979,231.52. He stated reserves for the period ending June 30, 2017, were at 31%. Mr. Spears thanked Ms. Deborah Corral, Assistant Finance Director, for closing out the FY 16-17 year by July 15, 2017.

In reply to Mayor Cobb's question, Mr. Spears stated the unencumbered total cash reserve is \$50 million.

There being no further discussion, Commissioner Joseph Calderón moved to approve Resolution No. 6571 as presented. Commissioner Cynthia Calderon seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6572 - Approving a Budgetary Adjustment for FY 17-18.

Mr. Spears explained the resolution and stated the Preliminary Fiscal Budget for the City of Hobbs was approved by the Commission on May 15, 2017. He stated this adjustment incorporates the adjusted cash balances as of June 30, 2017. Mr. Spears also stated this adjustment incorporates a few new items for consideration along with items budgeted in FY 16-17 but not completed and requested for carry-over into the current year. He stated the adjustments to transfer have been made to meet State of New Mexico requirements, while maximizing the cash balance in the General Fund. Mr. Spears explained the FY 18 Fund Summary in the amounts as follows:

Beginning Cash Balance	\$106,824,838.27
Total Revenues	\$126,637,513.98
Total Expenditures	\$186,477,261.23
Ending Cash	\$ 46,985,091.02

Mayor Cobb thanked the Finance Department staff and Department Heads for being efficient on the City's budget.

There being no further discussion, Commissioner Buie moved to approve Resolution No. 6572 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1105 - Prohibiting Animals on Posted Property.

Mr. Murphy explained the ordinance and stated the City owns and maintains numerous facilities and often citizens will bring animals into these facilities. He stated City staff recognizes not all City facilities should be posted preventing animals; however, there are a number of facilities where the presence of animals should be prohibited to prevent unintended, potential harm to its citizens. Mr. Murphy stated some facilities that should

have posted signs are the baseball fields, softball fields, soccer fields and swimming pools, unless the event is specifically focused on animals.

Mayor Cobb stated approving the ordinance prohibiting animals on posted property will allow City staff to enforce animals being on certain properties for public safety.

Mr. Murphy thanked the local animal groups for participating and supporting the final adoption prohibiting animals on posted property.

In reply to Commissioner Gerth's inquiry, Mr. Murphy stated this ordinance prohibiting animals on posted property includes leashed dogs. He stated it excludes service animals and animals used by Hobbs Police Department for public safety.

In response to Commissioner Taylor's question, Mayor Cobb stated the ordinance also prohibits muzzled animals.

In reply to Commissioner Gerth's inquiry, Mr. Mike Stone, City Attorney, stated a violation of the ordinance is a misdemeanor and the penalty is a fine up to \$500.00 and/or 90 days in jail.

Mr. Bateman stated while he does keep his dogs at home where they belong, the proposed animal ordinances will end up being similar to the Fireworks Ordinance, which is not enforced.

In response to a citizen's question, Mayor Cobb stated only selected locations will be chosen for signs to be posted for safety purposes. He stated this will not include the park at Mills Elementary School.

There being no further discussion or comments from the public, Commissioner Buie moved that Ordinance No. 1105 Prohibiting Animals on Posted Property be adopted. Commissioner Joseph Calderón seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1106 - Prohibiting Animals During City Sponsored Special Events.

Mr. Murphy explained the ordinance prohibiting animals during City sponsored special events and stated the City sponsors numerous special events throughout the year. He stated citizens have brought their animals into special events, in the past, and the animals have become combative with each other creating a potentially dangerous situation.

There being no discussion or comments from the public, Commissioner Joseph Calderón moved that Ordinance No. 1106 Prohibiting Animals During City Sponsored Special Events be adopted. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

Consideration of Approval and Authorizing Use of the New Mexico State Contract Agreement No. 60-805-16-14088 with Dustrol, Inc., for Hot In-Place Asphalt Recycling of Various City Streets in the Total Estimated Amount of \$467,108.15 Including GRT.

In response to Mayor Cobb's question, Mr. Ronny Choate, General Services Director, stated the City has chip sealed the streets for approximately 50 years. He explained that the chip seal process has proven not to be a very user friendly process. He stated the hot in-place recycling is quicker, cleaner and so much better for the traffic. Mr. Choate stated it is also more economical for the City..

In response to Commissioner Buie's question, Mr. Choate stated the hot in-place recycling prevents the City from having to replace the entire street which would cost approximately \$4 to \$6 million. He stated it also keeps the streets usable for heavy oilfield trucks and traffic.

Mr. Choate stated the six streets that will be have hot in-place recycling are Texas Street, West County Road, Fowler Street, Coleman Street, Millen Drive and Sanger Street. He stated the cost for the project is \$467,108.15.

There being no further discussion, Commissioner Joseph Calderón moved to approve a contract with Dustrol, Inc., for the Hot In-Place Asphalt Recycling of Various City Streets in the amount of \$467,108.15 as presented. Commissioner Cynthia Calderon seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes

Consideration of Approval of a Task Order to Ramirez & Sons, Inc., in the Amount of \$808,713.54 for Offsite Roadway Improvements at the CORE Facility Consisting of the Extension of Scenic Drive West from the Lovington Highway and Connection to Millen Drive on the West Boundary of the CORE Facility.

Mr. Todd Randall, City Engineer, explained the task order and stated the project consists of the extension of Scenic Drive west from Lovington Highway and connection to Millen Drive on the west boundary of the CORE. The improvements are a portion of the total off-site development that includes the construction of the railroad crossings,

utilities/roadway improvements to Synergy Park Blvd., Suerte Drive and Scenic Drive, as well as the railroad corridor drainage improvements. Mr. Randall stated the offsite roadway improvements at the CORE Facility are not budgeted in the CORE budget.

In reply to Mayor Cobb's inquiry, Mr. Randall stated the cost for the off-site roadway improvements at the CORE Facility came in below the City's budgeted amount for this project.

After a long discussion regarding railroads, Mr. Randall stated it is the responsibility of the City for the roadway 18" from the railroad tracks. He stated the City has budgeted funds to work hand-in-hand with the railroad company to improve the roadway outside the railroad tracks.

There being no further discussion, Commissioner Joseph Calderón moved to approve the offsite roadway improvements at the CORE Facility consisting of the extension of Scenic Drive west from the Lovington Highway and connection to Millen Drive on the west boundary of the CORE Facility to Ramirez & Sons, Inc., in the amount of \$808,713.54 including GRT as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes

Resolution No. 6573 - Approving a Development Agreement with KASS Investment Group Concerning the Development of the Parcel of Land Located Northeast of the Intersection of Apache Drive and North Grimes Street.

Mr. Kevin Robinson, Development Coordinator, stated the City is proposing to enter into a Development Agreement with KASS Investment Group concerning the development of the property located northeast of the intersection of Apache Drive and North Grimes Street. The development of said parcel would require the developer to develop to City standards that portion of Apache Drive fronting the north parcel's north property line, including all required infrastructure. The Development Agreement allows the developer to pay for the fair share assessment of the infrastructure improvements at the time of permitting for a structure, future subdivision or conveyance of Lot 14A of the Azotea Summary Replat.

Upon the request of Mayor Cobb, Mr. Robinson displayed a map of the proposed development area. Mr. Robinson stated a construction permit has been issued for the Firehouse Subs which will be located on this parcel.

There being no further discussion, Commissioner Buie moved to approve Resolution No. 6573 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon yes, Taylor yes, Joseph Calderón

yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

HEARING: Resolution No. 6574 - Enforcing or Rescinding Resolution No. 6540 as it Applies to Condemned Property Located at 309 West Berry.

Mr. Efred Cortez, Assistant City Attorney, stated on May 1, 2017, the City Commission adopted Resolution No 6540 finding the structure at 309 West Berry damaged and dilapidated, a menace to public comfort, health and safety and requiring its removal. Mr. William Clayton Pilley has filed a written objection to the condemnation of the property. Pursuant to HMC Section 8.24.040 and NMSA 1978, §3-18-5, a condemnation hearing is to be held by the Commission to determine if Resolution No. 6540 as it applies to the specific property should be enforced or rescinded.

Mr. Cortez requested Ms. Jan Fletcher, City Clerk, to swear in the following witnesses who will give testimony in this matter: Mr. Raymond Bonilla, Community Services Director, Mr. William Clayton Pilley, property owner of 309 West Berry and Mr. Curtis Hipkins, representative of Mr. Pilley.

Mr. Cortez stated Resolution No. 6540 condemned property at 309 West Berry on May 1, 2017. He reviewed the following dates required by Hobbs Municipal Code (HMC):

April 25, 2017	Structure was deemed unsafe
May 1, 2017	Resolution approving Condemnation of property at 309 W. Berry
May 10, 2017	Condemnation Resolution posted on property
May 16, 2017	Community Services received objection from the property owner
June 9, 2017	City Clerk received objection from the property owner
June 12, 2017	Notice of Hearing was mailed certified to property owner
June 15, 2017	Property owner received Notice of Hearing

Mr. Cortez stated the HMC requires the property owner to file a written objection letter with the City Clerk's Office within ten days from the receipt of the resolution condemning the property. He stated the objection letter was received 30 days past the required date. Mr. Cortez stated the property was reported by Hobbs Police Department after discovering there were squatters living at the premises in non-living conditions.

Mr. Bonilla presented a PowerPoint presentation showing photographs of the referenced structure. Under oath, Mr. Bonilla stated the owner has renovated the inside of the structure without the proper permits. He stated the owner, Mr. Pilley, applied and received a building permit for cosmetic construction only but he is also doing electrical and plumbing work which he is not licensed to do. Mr. Bonilla stated they have met with the owner who agreed to hire an electrician but did not follow through. Mr. Bonilla further stated he feels the construction of the structure is going backwards. He stated a

restroom was built without a permit and the outside is visible from the interior of the restroom. Mr. Bonilla stated a 60-day extension was denied due to not having a licensed electrician and a licensed plumber. He stated the structure does not have any running water and the toilet had feces in it. Mr. Bonilla stated there is a ditch outside the structure where raw sewage would collect if toilets used, and this can cause disease. He further stated there are exposed electrical wires. Mr. Bonilla stated if the person doing the work is not a licensed electrician, the wiring could be installed incorrectly and cause a house fire which could damage surrounding homes. He stated these are major safety issues. With regard to the ceiling and removal of the support beam in the main living area, Mr. Bonilla stated that Mr. Pilley and Mr. Hipkins have not contacted him to conduct inspections.

Commissioner Cynthia Calderon left the meeting at 7:45 p.m.

Under oath, Mr. Hipkins stated he dug a ditch after 309 West Berry was condemned by the City to elevate and keep the raw sewage from entering into the City's water system. Mr. Hipkins stated all of the old electrical wiring has been removed from the entire house and he is currently installing new wiring. He stated the wiring will be up to code. Mr. Hipkins stated he would like to comply with the Building Officials and not be a menace.

In response to Mayor Cobb's question, Mr. Hipkins stated Mr. Pilley wishes to rescind the condemnation and continue the renovations at 308 West Berry.

Mr. Stone stated the Commission needs to either rescind or enforce the condemnation. He stated the Commission could enforce the condemnation but allow Mr. Pilley to work with Mr. Bonilla within a specific time frame.

Mr. Cortez stated City staff has conversed many times with Mr. Pilley regarding the issues that need to be updated in order to make the property compliant but he has not met any of the requirements or deadlines. He stated the HMC allows the owner to pull a permit if he will be doing the renovation to a home in which he resides. Mr. Cortez stated Mr. Hipkins is doing the renovations and not Mr. Pilley. He further stated Mr. Pilley does not reside at 309 West Berry but instead resides at 1906 North Rojo.

Mr. Hipkins stated Mr. Pilley will reside at 309 West Berry once the home is in compliance. He also stated NMSA 1978, §14-5-25.18 allows homeowners to do electrical work to their own home without being a licensed electrician. Mr. Bonilla stated Mr. Hipkins, who is not the property owner, is doing the work.

In reply to Commissioner Newman's question, Mr. Pilley stated he cannot remember the date when he last resided at 309 West Berry. He stated it was once a rental property but the tenants destroyed the home. Mr. Pilley stated he has resided with his mother for 11 ½ years as her caretaker. He added he needs more time in order to get a loan to restore

the property at 309 West Berry. Mr. Pilley stated he has found an electrician that can do the electrical work at the property.

Mr. Bonilla stated the Commission may enforce the condemnation and Code Enforcement can work with Mr. Pilley on restoring 309 West Berry but significant renovations have to be done within a certain time frame. Commissioner Buie agreed.

In response to Commissioner Taylor's inquiry, Mr. Bonilla stated additional time may be allowed once the condemnation has been enforced but significant renovations have to be done within that time frame.

Commissioner Gerth moved that Resolution No. 6574 be adopted to enforce condemnation of the structure located at 309 West Berry. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Cynthia Calderon absent, Taylor yes, Joseph Calderón no, Buie yes, Gerth yes, Cobb yes. The motion carried.

Comments by City Commissioners, City Manager

Mayor Cobb stated the next Commission Meeting will be held on Monday, August 7, 2017.

Mr. Murphy thanked Ms. Howell and staff for exceeding the City's expectation of the Rockwind Community Links.

In reply to Commissioner Newman's question, Mayor Cobb announced that regular Commission meetings, special Commission meetings and work sessions will be live streamed. Commissioner Taylor stated this is the first she has heard about live streaming these certain meetings. Mayor Cobb stated it has been discussed on numerous occasions.

Adjournment

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Gerth seconded the motion. The vote was recorded as follows: Newman yes, Cynthia Calderon absent, Taylor yes, Joseph Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 8:15 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2017

SUBJECT: A Resolution Authorizing the Mayor to Execute an Agreement Between the City of Hobbs and the Southeastern New Mexico Economic Development District COG.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 25, 2017
SUBMITTED BY: Michael H. Stone, City Attorney

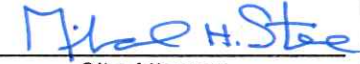
Summary:
The City of Hobbs wishes to enter into an Agreement with the Southeastern New Mexico Economic Development District/COG to provide assistance to the city for State appropriated funds. This Resolution approves the City's annual membership. The dues are \$10,237.00

Fiscal Impact: There is an annual dues of \$10,237.00 to the District.

Reviewed By: 
Finance Department

Attachments: Resolution
Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: The Commission adopt the proposed 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. 6575

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT BETWEEN THE CITY OF HOBBS AND
THE SOUTHEASTERN NEW MEXICO ECONOMIC
DEVELOPMENT DISTRICT/COG

WHEREAS, the City of Hobbs is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG, and:

WHEREAS, in accordance with Article 58, Section 4-58-1 to 4-58-6 NMSA, 1978, an Agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required: and

WHEREAS, it is the desire of the City to continue as an active member of the Southeastern New Mexico Economic Development District/COG; and

WHEREAS, a copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG; and shall be made a part of the budget documentation of the Municipality.

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 an Agreement with the Southeastern New Mexico Economic Development District, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the City of Hobbs a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 10,237.00 to the District as recognition of active membership.

Entered into this 7th day of August, 2017, at

CITY OF HOBBS

New Mexico

ATTEST:

Clerk

Mayor/Commission Chairman

ATTEST:

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

Dora Batista
Dora Batista, Secretary

David Venable
David Venable, President

**SNMEDD
PROPOSED BUDGET 2017-2018**

	District Operations		RTPO		TOTAL	
	Jul '17-Jun '18	Budget	Jul '17-Jun '18	Budget	Jul '17-Jun '18	Budget
Ordinary Income/Expense						
Income						
Contracts And Fees Income		17,000.00		0.00	0.00	17,000.00
Fed. Govt.		70,000.00		0.00	0.00	70,000.00
Grants		136,636.00		0.00	0.00	136,636.00
Interest Income		100.00		0.00	0.00	100.00
Member Dues		102,790.00		0.00	0.00	102,790.00
Reimbursement Income		500.00		85,000.00	0.00	85,500.00
St. Govt. Approp.		84,714.29		0.00	0.00	84,714.29
Total Income	0.00	411,740.29	0.00	85,000.00	0.00	496,740.29
Gross Profit	0.00	411,740.29	0.00	85,000.00	0.00	496,740.29
Expense						
Advertising		500.00		1,000.00		1,500.29
Audit		17,000.00		1,500.00		18,500.00
Communication		8,000.00		3,000.00		11,000.00
Contract Services		55,000.00		5,265.00		60,265.00
Equip Lease/Repair		6,000.00		1,000.00		7,000.00
Equip. Purchases		4,000.00		2,000.00		6,000.00
Fringe Benefits		55,000.00		10,000.00		65,000.00
Payroll Taxes and Expense		14,000.00		4,000.00		18,000.00
Program Operations		60,000.29		6,000.00		66,000.00
Salary and Wages		161,240.00		46,235.00		207,475.00
Travel		20,000.00		5,000.00		25,000.00
Vehicle Debt Service		6,000.00		0.00		6,000.00
Vehicle Replacement Fund		5,000.00		0.00	0.00	5,000.00
Total Expense	0.00	411,740.29		85,000.00	0.00	496,740.29
Net Ordinary Income	0.00	0.00		0.00	0.00	0.00
	0.00	0.00		0.00	0.00	0.00



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

Invoice

Invoice Date: July 1, 2017

Jan Fletcher, CMC
City of Hobbs
200 E. Broadway
Hobbs, NM 88240-8425

DESCRIPTION

AMOUNT

FY 2017-2018 MEMBER GOVERNMENT CONTRIBUTION	\$10,237.00
	Total Due \$10,237.00

- Please make checks payable to Southeastern New Mexico Economic Development District.

T h a n k Y o u

"Leadership to enhance the region's quality of life, services and jobs"

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	<u>2016-2017</u>	<u>2017-2018</u> <u>CURRENT</u>
Chaves County	\$8,000	\$8,000
Eddy County	\$8,000	\$8,000
Lea County	\$8,000	\$8,000
Lincoln County	\$7,000	\$7,000
Otero County	\$8,000	\$8,000
Town of Dexter	\$1,000	\$1,000
Town of Hagerman	\$1,000	\$1,000
Town of Lake Arthur	\$1,000	\$1,000
City of Roswell	\$13,588	\$13,588
City of Artesia	\$3,450	\$3,450
City of Carlsbad	\$7,641	\$7,641
Village of Hope	\$1,000	\$1,000
Village of Loving	\$1,000	\$1,000
City of Eunice	\$1,000	\$1,000
City of Hobbs	\$10,237	\$10,237
City of Jal	\$1,000	\$1,000
City of Lovington	\$3,303	\$3,303
Town of Tatum	\$1,000	\$1,000
Village of Capitan	\$1,000	\$1,000
Town of Carrizozo	\$1,000	\$1,000
Village of Corona	\$1,000	\$1,000
Village of Ruidoso	\$2,450	\$2,450
City of Ruidoso Downs	\$1,000	\$1,000
City of Alamogordo	\$9,121	\$9,121
Village of Cloudcroft	\$1,000	\$1,000
Village of Tularosa	\$1,000	\$1,000
TOTALS:	\$102,790	\$102,790



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

July 1, 2017

Dear SNMEDD/COG Member:

With regard to your annual membership in the District for the 2017/2018 fiscal year, we have enclosed the following:

- I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.
- II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.
- III. **2017-2018 ASSESSMENT SCHEDULE AND BUDGET FOR 2017-2018** enclosed for your information.
- IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.
- V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista
Executive Director

DB/pm
Enclosures



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2017

SUBJECT: Condemnation Recommendation Structure Contained on Attachment "A"

DEPT. OF ORIGIN: Community Services

DATE SUBMITTED: August 1, 2017

SUBMITTED BY: Raymond Bonilla

Summary:

In its continuing promotion of safety and clean up efforts in the City of Hobbs, the Environmental Division of the Hobbs Community Services has identified one structure which presents safety and fire hazards which warrant its destruction. This structure is in dire need of repair. Attachment A contains information of the property.

Fiscal Impact:

Reviewed By: 

Finance Department

The demolition and clean up of this property will cost approximately \$15,000.00. The current budget in the "Professional Services" line item of the Code Enforcement Budget (010422-42601) has an adequate balance to sustain this expenditure.

Attachments:

- 1. Resolution
- 2. Photo of Structure contained in Attachment A.

Legal Review:

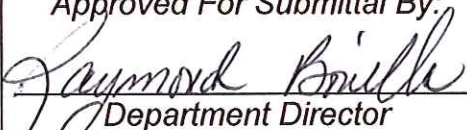
Approved As To Form: 

City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution determining the structure is ruined, damaged and dilapidated and a menace to public health and safety and it requires removal from the real property.

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: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 6576

**A RESOLUTION DETERMINING THAT CERTAIN
STRUCTURES ARE RUINED, DAMAGED AND DILAPIDATED,
ARE A MENACE TO PUBLIC COMFORT, HEALTH AND
SAFETY AND REQUIRES REMOVAL FROM THE MUNICIPALITY**

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA, as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structures thereon are ruined, damaged and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; or, if such service cannot be had, that a copy of this Resolution be posted on the premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2017.

ATTEST:

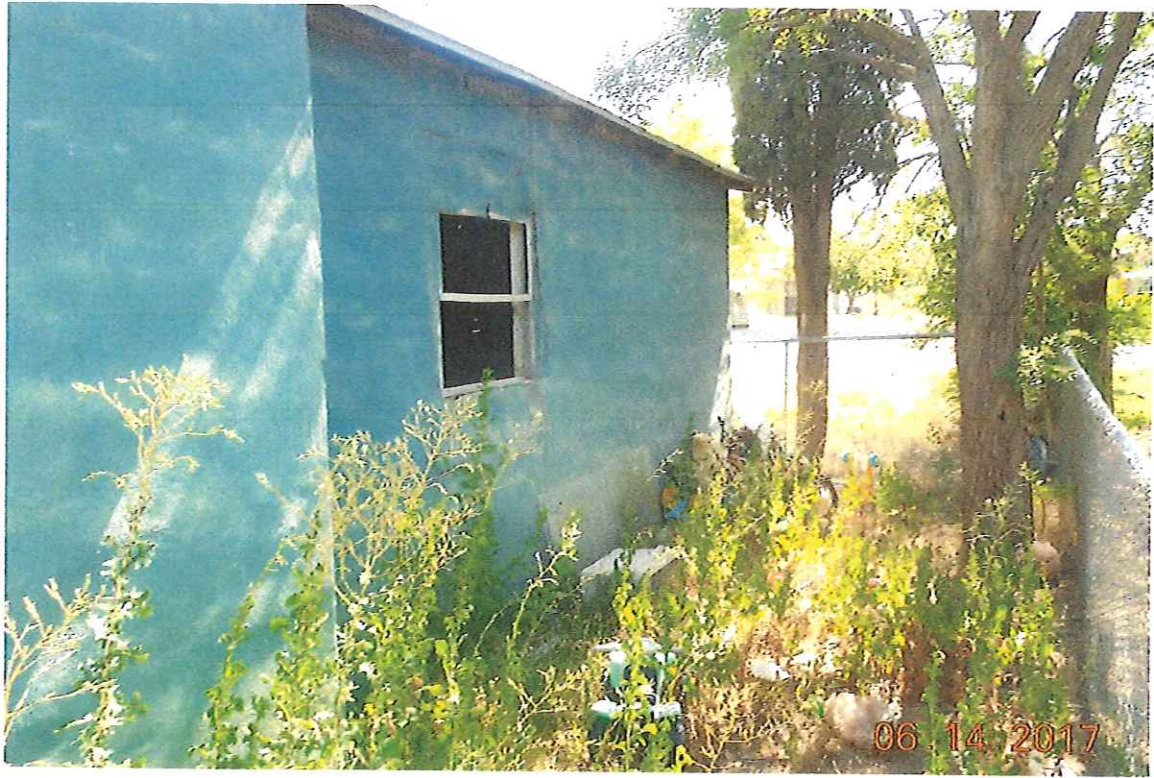
SAM D. COBB , Mayor

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	211 N. Jefferson Lot 21-22, Block 20 All Hobbs Addition Hobbs, Lea County, New Mexico	Rose P. Alvarez	1200 E. Broadway Apt. 606 Hobbs, NM 88240	\$ 15,000.00











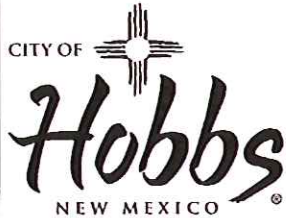












CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7th, 2017

SUBJECT: Approving the 4th quarter fiscal year 2017 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: August 2nd, 2017
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 4th quarter 2017 DFA report.

Fiscal Impact:

Reviewed By: 
Finance Department


The June 30th, 2017 Cash Balance for the Lodgers' Tax Fund is \$267,251.48.

Total lodgers' tax revenue for fiscal year 2017 was \$944,566.51 and total expenditures were \$ 873,754.33.

Attachments:

Resolution
6-30-2017 Financial Report

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

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. 6577

A RESOLUTION APPROVING THE FY2017
LODGERS' TAX DFA 4th QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 4th quarter Lodgers' Tax DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended June 30, 2017 was \$267,251.48 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual year-to-date lodgers' tax revenue and expenditures for fiscal year 2017 crosswalk the amounts to the DFA 4th quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 4th quarter lodgers' tax financial report be approved.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2017

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

INSTRUCTIONS

1. Provide quarterly and year-to-date revenue for the quarterly reporting period. Money received through joint powers agreements must be reported separately. Other sources includes private grants, donations, reimbursements, etc.
2. Allocate revenue to the promotional, non-promotional and general funds based on the percent of tax imposed. Administrative costs may not exceed 10% of the gross pro
3. Provide a "book cash balance" for both the promotional and non-promotional funds for the quarterly reporting period and year to date amounts.
4. Provide quarterly and year-to-date transfers-in and transfers - out.
[Note: The Lodgers' Tax Act does not allow transfers from the Lodgers' Tax Fund to the General Fund or other Funds of the local public body.]
5. Provide quarterly and year-to-date expenditures on the expenditures tab. Contractual service expenditures must comply with the Lodgers' Tax Act, terms of the contract and the Procurement Code 13-1-28 through 13-1-199 NMSA 1978.

REPORTING ENTITY:	City of Hobbs		5	(PERCENT IMPOSED)	QUARTER ENDING:	6/30/2017	
						MONTH	YEAR
1. REVENUE SUMMARY:	QUARTERLY AMOUNT (THIS REPORTING PERIOD)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)	2. REVENUE ALLOCATION:		QUARTERLY AMOUNT (THIS REPORTING PERIOD)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)	
LODGERS' TAX PROCEEDS	\$ 271,335	\$ 944,587	NON-PROMOTIONAL FUND	\$ 0	\$ 0		
INVESTMENT INCOME	4,111	7,485	PROMOTIONAL FUND	\$ 275,446	\$ 952,071		
LATE PENALTIES			ADMINISTRATIVE COST	\$ 0	\$ 0		
CONVENTION CENTER FINANCING FEES			(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS,				
HOSPITALITY FEE ACT FEES			I.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)				
1. _____							
2. _____							
TOTAL REVENUE	\$ 275,446	\$ 952,071					

4. TRANSFERS: IN	
INTERGOVERNMENT, INTERFUND TRANSFERS - IN	
(e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)	
1. _____	\$ _____
2. _____	\$ _____
	\$ 0

3. CASH BALANCES:	
Carryover From Previous Fiscal Year: Non-Promotional	\$ 15,511
Carryover From Previous Fiscal Year: Promotional	173,443
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ 0
PROMOTIONAL FUND	\$ 93,808
Grand Total (Non-Promo)	\$ 15,511
Grand Total (Promo)	\$ 267,251

TRANSFERS:OUT

NON-PROMOTIONAL FUND	
INTERFUND TRANSFERS - (OUT)	
(e.g. FROM NON-PROMOTIONAL TO VENDOR OR PROMOTIONAL)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
	\$ 0
INTERGOVERNMENTAL TRANSFERS - (OUT)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
	\$ 0

PROMOTIONAL FUND	
INTERFUND TRANSFERS - (OUT)	
(e.g. FROM PROMOTIONAL TO VENDOR OR NON-PROMOTIONAL)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
	\$ 0
INTERGOVERNMENTAL TRANSFERS - (OUT)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
	\$ 0

5. EXPENDITURE SUMMARY:

NON-PROMOTIONAL FUND

PROMOTIONAL FUND

CATEGORY/DESCRIPTION		YEAR-TO-DATE (Y-T-D)		YEAR-TO-DATE (Y-T-D)	
CONTRACTUAL SERVICES		Quarterly Amount	AMOUNT	Quarterly Amount	AMOUNT
EVENT or ACTIVITY	DATE	(This reporting period)	(SUM OF ALL QUARTERS)	(This reporting period)	(SUM OF ALL QUARTERS)
see attached sheet				375,386	\$ 873,754
ADVERTISING CONTRACT(S)					
*VENDOR:					
EVENT/ACTIVITY	DATE				
SUB-TOTAL		0	0	375,386	873,754
*Add additional sheets if necessary.					
OPERATING EXPENSES (IDENTIFY)			0		
TOURIST RELATED EVENTS (LIST)					
EVENT	DATE				
	PUBLIC SAFETY (FIRE / EMS / POLICE)				
	SANITATION SVCS.				
	PUBLIC SAFETY				
	SANITATION SVCS.				
	PUBLIC SAFETY				
	SANITATION SVCS.				
SUB-TOTAL		0	0	0	0
CAPITAL OUTLAY (IDENTIFY)					
BUILDINGS & STRUCTURES					
EQUIPMENT & MACHINERY					
DEBT SERVICE (IDENTIFY)					
SUB-TOTAL					
EXPENDITURES TOTAL		\$ 0	\$ 0	\$ 375386	\$ 873754

CITY OF HOBBS
EVENT SUMMARIES
6/30/2017

PROMOTIONAL
ITEMS

16-10	HOBBS USSSA (17 EVENTS)	20,000.00
17-02	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	8,141.92
17-03	HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS	13,450.00
17-04	HISPANO CHAMBER OF COMMERCE - FIESTA DE SEPTIEMBRE	17,314.72
17-05	HOBBS KENNEL CLUB - 2017	1,750.00
17-06	LEA COUNTY COMMISSION OF THE ARTS	7,500.00
17-07	LIGHT OF LEA COUNTY	8,902.54
17-08	SOUTHWEST SYMPHONY	25,000.00
17-09	HOBBS USSSA	58,114.27
17-10	WESTERN HERITAGE MUSEUM COMPLEX	20,000.00
17-11	TUFF HEDEMAN	18,000.00
17-12	CYCLE CITY PROMOTIONS	35,000.00
17-17	LEA COUNTY EVENT CENTER 2017	25,000.00
	EDC - 2017 AIRLINE SUBSIDY (\$220,502.38 GENERAL FUND)	279,497.62
16-21	CITY OF HOBBS NMML 2016	77,502.26
16-19	CITY OF HOBBS ROCKWIND GOLF COURSE MARKETING	78,428.35
17-17	CITY OF HOBBS VETERANS MEMORIAL - 2017	13,512.96
17-16	CITY OF HOBBS SLAM AND JAM 2017	24,954.71
	CITY OF HOBBS - FIRE AND POLICE SUBSIDY 2016	141,684.98
	TOTAL	<u>873,754.33</u>

3/31/17

CITY OF HOBBS LODGERS' TAX PROGRAM
EXPENDITURE REPORT FOR THE 3rd QUARTER OF 2016 - 2017

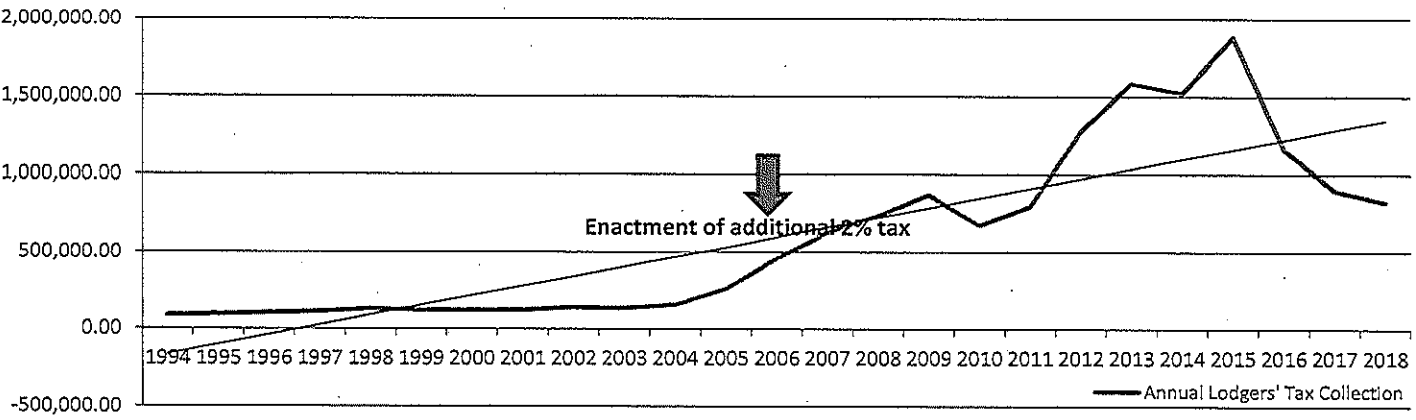
		PROMO	NON PROMO	TOTAL
CASH BAL.	6/30/16	173,443.28	15,511.46	188,954.74
FIRST QUARTER INCOME		209,875.23		209,875.23
FIRST QUARTER INTEREST		815.54		815.54
	TOTAL REVENUE	210,690.77	0.00	210,690.77
FIRST QUARTER EXPENSES		70,375.27		70,375.27
CASH BAL.	9/30/16	313,758.78	15,511.46	329,270.24
SECOND QUARTER INCOME		251,229.76		251,229.76
SECOND QUARTER INTEREST		1,764.45		1,764.45
	TOTAL REVENUE	252,994.21	0.00	252,994.21
SECOND QUARTER EXPENSES		123,786.28		123,786.28
CASH BAL.	12/31/16	442,966.71	15,511.46	458,478.17
THIRD QUARTER INCOME		212,126.46		212,126.46
THIRD QUARTER INTEREST		793.62		793.62
	TOTAL REVENUE	212,920.08	0.00	212,920.08
THIRD QUARTER EXPENSES		304,206.54		304,206.54
CASH BAL.	3/31/17	351,680.25	15,511.46	367,191.71
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)		271,335.06		271,335.06
FOURTH QUARTER INTEREST		4,110.95		4,110.95
	TOTAL REVENUE	275,446.01	0.00	275,446.01
FOURTH QUARTER EXPENSES**		375,386.24		375,386.24
CASH BAL.	6/30/17	251,740.02	15,511.46	267,251.48
YEAR TO DATE INCOME		944,566.51	0.00	944,566.51
YEAR TO DATE INTEREST		7,484.56	0.00	7,484.56
	TOTAL REVENUE	952,051.07	0.00	952,051.07
YEAR TO DATE EXPENSES		873,754.33	0.00	873,754.33
YEAR TO DATE CASH BALANCES		251,740.02	15,511.46	267,251.48

CITY OF HOBBS LODGERS' TAX REPORT

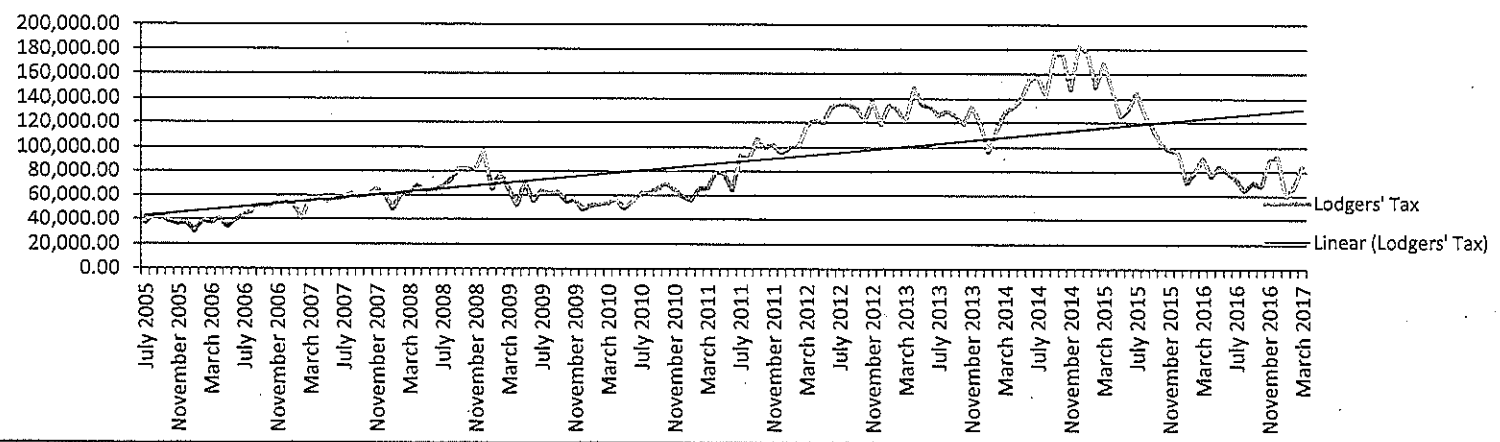
June 30, 2017

		RECEIPTS 239999-				EXPENDITURES			NET CHANGE		Cash Balance
Month	Month	Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
SUBTOTAL		15,364,272.60	768,213.63	527.46	768,741.09	0.00	762,619.97	762,619.97			
CASH BALANCE	06/30/2014	1,046,187.97	1,522,951.39	1,188.11	1,524,139.50		1,573,328.84	1,573,328.84			
July 2014		3,159,550.20	157,977.51	166.68	158,144.19		12,189.63	12,189.63	145,954.56	145,954.56	1,192,142.53
August 2014		2,849,733.20	142,486.66	117.90	142,604.56		47,966.80	47,966.80	94,637.76	240,592.32	1,286,780.29
September 2014		3,539,271.40	176,963.57	116.90	177,080.47		290,400.26	290,400.26	(113,319.79)	127,272.53	1,173,460.50
October 2014		3,512,479.60	175,623.98		175,623.98		19,391.12	19,391.12	156,232.86	283,505.39	1,329,693.36
November 2014		2,955,754.40	147,787.72	209.71	147,997.43		35,419.72	35,419.72	112,577.71	396,083.10	1,442,271.07
December 2014		3,656,135.80	182,806.79	185.17	182,991.96		361,308.53	361,308.53	(178,316.57)	217,766.53	1,263,954.50
SUBTOTAL		19,672,924.60	983,646.23	796.36	984,442.59	0.00	766,676.06	766,676.06			
January 2015		3,560,372.60	178,018.63	141.48	178,160.11		58,903.18	58,903.18	119,256.93	337,023.46	1,383,211.43
February 2015		2,989,102.20	149,455.11	170.66	149,625.77		107,324.31	107,324.31	42,301.46	379,324.92	1,425,512.89
March 2015		3,388,411.80	169,420.59	154.17	169,574.76		93,121.38	93,121.38	76,453.38	455,778.30	1,501,966.27
April 2015		2,947,497.20	147,374.86	155.71	147,530.57		146,226.29	146,226.29	1,304.28	457,082.58	1,503,270.55
May 2015		2,504,198.80	125,209.94	179.59	125,389.53		285,011.65	285,011.65	(159,622.12)	297,460.46	1,343,648.43
June 2015		2,639,262.20	131,963.11	171.83	132,134.94		762,239.51	762,239.51	(630,104.57)	(332,644.11)	713,543.86
SUBTOTAL		18,028,844.80	901,442.24	973.44	902,415.68	0.00	1,452,826.32	1,452,826.32			
CASH BALANCE	06/30/15	713,543.86	1,885,088.47	1,769.80	1,886,858.27		2,219,502.38	2,219,502.38			
July 2015		2,900,131.40	145,006.57	96.18	145,102.75		8,042.29	8,042.29	137,060.46	137,060.46	850,604.32
August 2015		2,529,784.20	126,489.21	111.19	126,600.40		144,675.09	144,675.09	(18,074.69)	118,985.77	832,529.63
September 2015		2,295,191.20	114,759.56	91.70	114,851.26		156,289.41	156,289.41	(41,438.15)	77,547.62	791,091.48
October 2015		2,048,496.80	102,424.84	125.40	102,550.24		89,784.47	89,784.47	12,765.77	90,313.39	803,857.25
November 2015		1,963,598.60	98,179.93	90.85	98,270.78		67,821.32	67,821.32	30,449.46	120,762.85	834,306.71
December 2015		1,934,861.20	96,743.06	92.58	96,835.64		559,250.02	559,250.02	(462,414.38)	(341,651.53)	371,892.33
SUBTOTAL		13,672,063.40	683,603.17	607.90	684,211.07	0.00	1,025,862.60	1,025,862.60			
January 2016		1,420,170.20	71,008.51	126.28	71,134.79		40,866.67	40,866.67	30,268.12	(311,383.41)	402,160.45
February 2016		1,600,508.40	80,025.42	231.91	80,257.33		228,045.55	228,045.55	(147,788.22)	(459,171.63)	254,372.23
March 2016		1,836,594.80	91,829.74	182.49	92,012.23		204,512.68	204,512.68	(112,500.45)	(571,672.08)	141,871.78
April 2016		1,518,952.60	75,947.63	132.27	76,079.90		94,829.98	94,829.98	(18,750.08)	(590,422.16)	123,121.70
May 2016		1,688,331.80	84,416.59	171.54	84,588.13		25,056.30	25,056.30	59,531.83	(530,890.33)	182,653.53
June 2016		1,591,457.20	79,572.86	185.02	79,757.88		73,456.67	73,456.67	6,301.21	(524,589.12)	188,954.74
SUBTOTAL		9,656,015.00	482,800.75	1,029.51	483,830.26	0.00	666,767.85	666,767.85			
CASH BALANCE	06/30/17	188,954.74	1,166,403.92	1,637.41	1,168,041.33	0.00	1,692,630.45	1,692,630.45			
July 2016		1,483,720.00	74,186.00	174.74	74,360.74		10,000.00	10,000.00	64,360.74	64,360.74	253,315.48
August 2016		1,286,676.40	64,333.82	229.08	64,562.90		35,000.00	35,000.00	29,562.90	93,923.64	282,878.38
September 2016		1,427,108.20	71,355.41	411.72	71,767.13		25,375.27	25,375.27	46,391.86	140,315.50	329,270.24
October 2016		1,363,327.20	68,166.36	508.97	68,675.33		88,717.26	88,717.26	-20,041.93	120,273.57	309,228.31
November 2016		1,783,813.00	89,190.65	574.99	89,765.64		20,000.00	20,000.00	69,765.64	190,039.21	378,993.95
December 2016		1,877,455.00	93,872.75	680.49	94,553.24		15,069.00	15,069.00	79,484.24	269,523.45	458,478.19
SUBTOTAL		9,222,099.80	461,104.99	2,579.99	463,684.98	0.00	194,161.53	194,161.53			
January 2017		1,183,489.00	59,174.45	371.91	59,546.36		291,814.62	291,814.62	-232,268.26	-232,268.26	226,209.93
February 2017		1,357,364.20	67,868.21	421.71	68,289.92		0.00	0.00	68,289.92	68,289.92	294,499.85
March 2017		1,701,676.00	85,083.80		85,083.80		12,391.92	12,391.92	72,691.88	72,691.88	367,191.73
April 2017		1,877,931.00	93,896.55	1,399.24	95,295.79		38,170.00	38,170.00	57,125.79	57,125.79	424,317.52
May 2017		1,745,164.20	87,258.21	1,253.77	88,511.98		1,133.00	1,133.00	87,378.98	87,378.98	511,696.50
June 2017		1,803,606.00	90,180.30	1,457.94	91,638.24		336,083.26	336,083.26	-244,445.02	-244,445.02	267,251.48
SUBTOTAL		9,669,230.40	483,461.52	4,904.57	488,366.09	0.00	679,592.80	679,592.80			
CASH BALANCE		267,251.48	944,566.51	7,484.56			873,754.33				

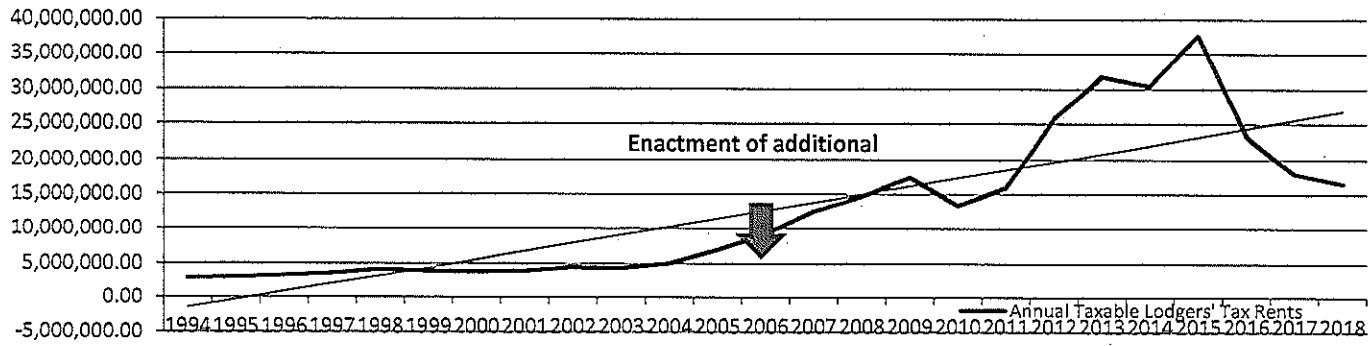
Annual Lodgers' Tax Collection



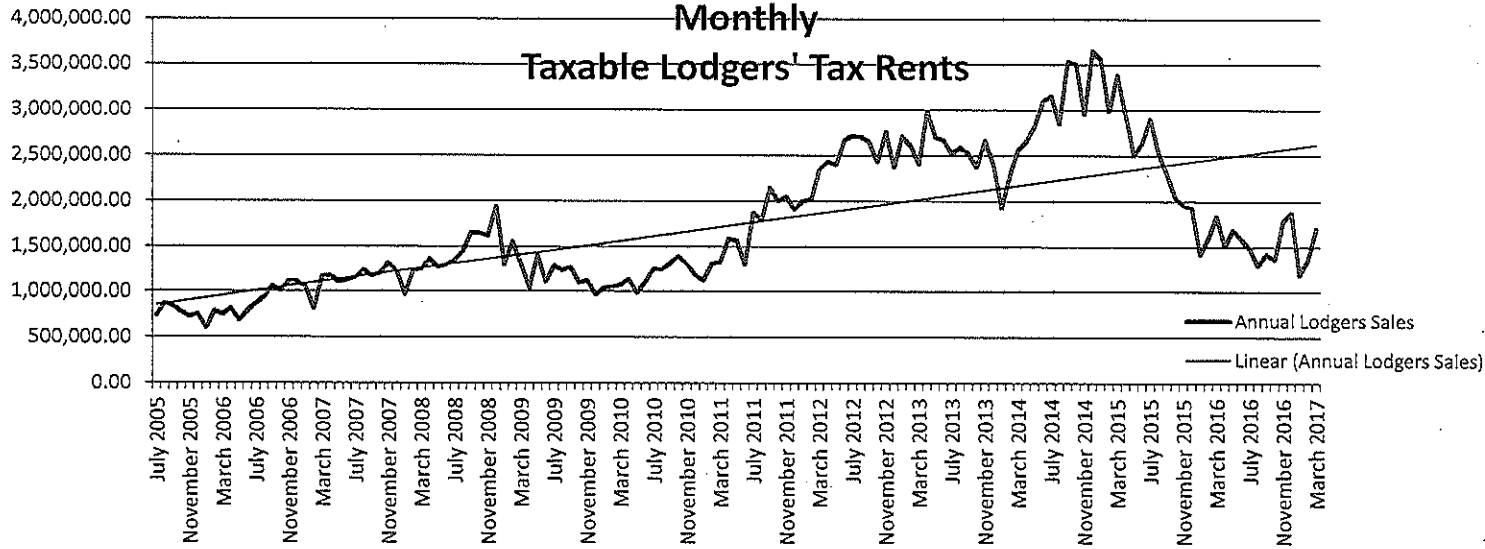
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents



CITY OF HOBBS LODGERS' TAX PROGRAM						
6/30/2017	AWARD				ACTUAL	
6/30/2017	PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	OUTSTANDING GRANT	CATEGORY
	CASH BALANCE				267,251.48	
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)						47,192.44
16-10	HOBBS USSSA (17 EVENTS)	4/20/2015	123,000.00	122,531.16	468.84	NP
16-27	CINCO DE MAYO COMMITTEE (CITY MGR APPROVED)	1/15/2016	10,000.00	4,340.88	5,659.12	NP
17-01	IMPACTO	4/18/2016	4,500.00	4,500.00	0.00	NP
17-02	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	4/18/2016	8,443.43	8,141.92	301.51	NP
17-03	HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS	4/18/2016	13,450.00	13,450.00	0.00	NP
17-04	HISPANO CHAMBER OF COMMERCE - FIESTA DE SEPTIEMBRE	4/18/2016	17,500.00	17,314.72	185.28	NP
17-05	HOBBS KENNEL CLUB - 2017	4/18/2016	2,600.00	1,750.00	850.00	NP
17-06	LEA COUNTY COMMISSION OF THE ARTS	4/18/2016	10,000.00	7,500.00	2,500.00	NP
17-07	LIGHT OF LEA COUNTY	4/18/2016	10,000.00	8,902.54	1,097.46	NP
17-08	SOUTHWEST SYMPHONY	4/18/2016	25,000.00	25,000.00	0.00	NP
17-09	HOBBS USSSA	4/18/2016	70,000.00	58,114.27	11,885.73	NP
17-10	WESTERN HERITAGE MUSEUM COMPLEX	4/18/2016	20,000.00	20,000.00	0.00	NP
17-11	TUFF HEDEMAN	4/18/2016	18,000.00	18,000.00	0.00	P
17-12	CYCLE CITY PROMOTIONS	4/18/2016	35,000.00	35,000.00	0.00	P
	TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES		367,493.43	344,545.49	22,947.94	
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				188,913.30	
	Cash Available for Allocation				<u>213,157.80</u>	
Beginning Cash Available for Local Government (City and County) (40%)						84,946.37
17-17	LEA COUNTY EVENT CENTER 2017	4/18/2016	50,000.00	25,000.00	25,000.00	LOCAL GOV
15-20	CITY OF HOBBS PUBLIC TRANSPORTATION TAXI	4/21/2014	0.00	0.00	0.00	LOCAL GOV
16-21	CITY OF HOBBS NMML 2016	1/19/2016	175,000.00	96,096.26	78,903.74	LOCAL GOV
16-19	CITY OF HOBBS ROCKWIND GOLF COURSE MARKETING	1/19/2016	132,559.10	97,633.40	34,925.70	LOCAL GOV
17-15	CITY OF HOBBS ROCKWIND GOLF COURSE MARKETING- 2017	4/18/2016	25,000.00	0.00	25,000.00	LOCAL GOV
17-17	CITY OF HOBBS VETERANS MEMORIAL - 2017	4/18/2016	50,000.00	13,512.96	36,487.04	LOCAL GOV
17-16	CITY OF HOBBS SLAM AND JAM 2017	4/18/2016	78,500.00	24,954.71	53,545.29	LOCAL GOV
	TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT		511,059.10	257,197.33	253,861.77	
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				377,826.60	
	Cash Available for Allocation				<u>208,911.20</u>	
Beginning Cash Available for Fire, EMS, Sanitation (15%)						
	CITY OF HOBBS - FIRE AND POLICE SUBSIDY 2015		283,028.74	283,028.74	0.00	SEC.
	CITY OF HOBBS - FIRE AND POLICE SUBSIDY 2016		174,960.59	174,960.59	0.00	
	TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE		457,989.33	457,989.33	0.00	
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)		174,960.59		141,684.98	
	Cash Available for Allocation				<u>0.00</u>	
Beginning Cash Available for Airline subsidy (25%)						56,630.92
	EDC - 2017 AIRLINE SUBSIDY (\$220,502.38 GENERAL FUND)	4/18/2016	279,497.62	279,497.62	0.00	
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)				236,141.63	
	TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY		279,497.62	279,497.62	0.00	
	Cash Available for Allocation				<u>292,772.55</u>	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM
MEETING DATE: August 7, 2017

SUBJECT: RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF HOBBS & THE HOBBS MUNICIPAL SCHOOLS REGARDING MIDDLE SCHOOL ATHLETIC PROGRAMS.

DEPT. OF ORIGIN: PARKS & RECREATION
DATE SUBMITTED: August 1, 2017
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

SUMMARY:

Since 1999, the City of Hobbs has funded a community 5th & 6th grade basketball program, which has been operated by the Hobbs Municipal Schools. Prior to that date, the city both operated and funded the league. The Middle School Athletic Program has since been expanded to include both football and volleyball.

The Schools will agree to spend, at a minimum, on an annual basis, the exact amount spent by the City, on capital improvements to facilities that are jointly used by both entities (tennis courts, natatorium, baseball fields, etc)

The City and Schools do not intend for this to be a long term solution to the operation of the middle school sports programs and therefore, this agreement will be reviewed and renewed on a year-to-year basis.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

\$75,000 FY 17-18. Program related expenses are budgeted in Recreation line item 01-0330-42601 (Professional Services).

Attachments:

- 1) Resolution authorizing agreement
2) Agreement with school

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approve Resolution authorizing the agreement.

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. 6578

A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS
AND THE HOBBS MUNICIPAL SCHOOLS
REGARDING MIDDLE SCHOOL ATHLETIC PROGRAMS.

WHEREAS, the City of Hobbs and the Hobbs Municipal Schools desire to enter into a Professional Services Agreement regarding the Middle School Athletic Programs; and

WHEREAS, the City of Hobbs and the Hobbs Municipal Schools currently work together on community basketball, volleyball and football programs for the Middle School Athletic Program; and

WHEREAS, due to budget constraints on the schools, the City desires to fund the program in exchange for the Schools to spend the same amount on capital improvements to facilities that are jointly used by both entities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, the Mayor be and hereby is, authorized and directed to effectuate this resolution and specifically to execute, on behalf of the City of Hobbs, a Professional Services Agreement with the Hobbs Municipal Schools, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the 7th day of Aug, 2017, by and between the CITY OF HOBBS, NEW MEXICO, a municipal corporation, (hereinafter referred to as "CITY") and the local School Board of Hobbs Municipal School District, (hereinafter referred to as "SCHOOLS").

NOW, THEREFORE, THE PARTIES HERETO HEREBY DO COVENANT AND AGREE AS FOLLOWS:

I.

SCHOOLS will act on behalf of CITY to operate football, volleyball, and basketball programs for 6th and 7th grade students (hereinafter referred to as "Middle School Athletic Program"). SCHOOLS shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

- A. Provide facilities to operate the Middle School Athletic Program.
- B. Provide necessary equipment as needed to fulfill requirements of the Middle School Athletic Program. This includes, but is not limited to employee uniforms, balls, helmets, jerseys, pants, protective equipment, whistles and awards associated with the program. Equipment shall be the property of SCHOOLS.
- C. Hire and maintain a program coordinator and adequate staff to service the Middle School Athletic Program. Program coordinator and staff shall be employees of SCHOOLS and shall not be employees of CITY and are not entitled to any City of Hobbs benefits, including, but not limited to, insurance, leave, worker's compensation, and/or retirement.
- D. Design and placement of news releases and advertising in the appropriate media, naming CITY as co-sponsor.
- E. Maintain daily records of activities and the number of participants in the program and submit a report of actual expenses at the conclusion of the program.
- F. The Parks and Recreation Department shall coordinate with the Athletic Department of the SCHOOLS on an as needed basis on any issues arising from program.
- G. Trash and general cleanliness of the facility shall be the sole responsibility of the SCHOOLS. Concession stands, restroom facilities, bleachers and other gym amenities shall be operated and maintained by the SCHOOLS.

H. Perform such other related services as mutually agreed upon by both parties and requiring no additional cost as anticipated by the scope of this Agreement including a final written evaluation of the total program.

I. Provide the program free of charge to all participants, excluding equipment deposits.

II.

CITY shall not be obligated to expend funds in excess of **Seventy-five Thousand Dollars (\$75,000.00)** during the term of this Agreement. The term of this Agreement is one (1) year, commencing September 1, 2017, and terminating August, 31, 2018.

CITY agrees to pay SCHOOLS for approved and accepted expenses in connection with the Middle School Athletic Program, not to exceed **Seventy-five Thousand Dollars (\$75,000.00)** for the term of this Agreement.

III.

SCHOOLS agree to expend, at a minimum, an amount equal to the amount expended by CITY under this agreement, on improvements to facilities that are used jointly by both SCHOOLS and CITY such as Hobbs High School Tennis Courts, Demarious Badger Natatorium, Veterans Memorial Baseball/Softball Complex and others during the term of this agreement.

SCHOOLS agree to maintain documentation regarding the amount expended by SCHOOLS on improvements to facilities that are used jointly by both SCHOOLS and CITY and SCHOOLS further agree to provide said documentation to CITY in a timely manner.

SCHOOLS and CITY shall agree on each project, the scope of the project, and the details of the improvements to be made to the facilities that are used jointly by both SCHOOLS and CITY prior to any expenditure of money by SCHOOLS under this agreement.

IV.

SCHOOLS agree to hold CITY free and harmless from any costs determined ineligible by proper audit and SCHOOLS will not enter into any obligation which purports to be binding on CITY in any manner.

At such times and in such form as the City Manager may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement. Furthermore, at any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all records maintained by SCHOOLS with respect to all matters covered by this Agreement; any requested excerpts of transcripts from such records and audits of all data relating to all matters covered by this Agreement subject to the limitations set out above.

SCHOOLS covenants and agrees that it will hold and save CITY harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or damage to property arising out of this Agreement of which are not a result of CITY actions or inactions.

SCHOOLS shall maintain general liability insurance in the minimum amount of \$1,000,000.00 covering any liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or damage to property during the course of execution of this agreement. SCHOOLS shall cause CITY to be named as an additional insured on said policy and shall provide a copy of said coverage to CITY. The parties agree said SCHOOLS policy shall be primary coverage in the event of a claim against SCHOOLS and CITY.

If any part or portion of this Agreement shall be in violation of the laws or Constitution of New Mexico, only such part or portion hereof shall be invalidated thereby, and any monies paid by CITY thereunder shall be repaid to it by SCHOOLS, but all other portions hereof shall remain valid and enforceable.

This Agreement shall not be effective without the written approval of the Hobbs City Commission and the Hobbs ISD School Board.

This Agreement shall continue in force for one (1) year. This Agreement may be canceled by either party after giving sixty (60) days notice to the other. Such notice shall be in writing and shall be considered given when delivered to the Chief Administrative Officer of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written, effective as aforesaid.

THE CITY OF HOBBS, NEW MEXICO

By: _____
Sam D. Cobb , Mayor

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

MICHAEL H. STONE, City Attorney

HOBBS MUNICIPAL SCHOOL DISTRICT

By: _____
GARY EIDSON,
School Board President

STATE OF NEW MEXICO)
_____) ss.
COUNTY OF LEA)

_____The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Gary Eidson, Hobbs Municipal School District School Board President

Notary Public

My Commission Expires:



DISCUSSION



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2017

SUBJECT: DISCUSS AND PRIORITIZE THE TOP 10 PROJECTS AS RECOMMENDED BY THE CITY OF HOBBS PLANNING BOARD FOR THE FY 2019-2023 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 1, 2017
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The City of Hobbs Planning Board selected their Top 10 ICIP projects at a public meeting held on June 18, 2017. The City Commission is requested to discuss and individually rank the Planning Boards selection to establish the TOP 5 PROJECTS for inclusion within the Plan. Each Commissioner is being asked to assign a ranking to each project as recommended by the Planning Board of 1 through 10 with 1 being the most important project for the community. Each Commissioners rankings will be tallied during the public meeting on August 21, 2017 and the results determining the TOP 5 Projects included in the resolution adopting the 2019-2023 ICIP. The adopted resolution will be submitted to NMDFA in September.

Last year, the Top 5 Projects were: #1 Sewer Main Replacement Program; #2 WWTP Effluent System; #3 Drainage Master Plan; #4 Taylor Ranch Improvements; and #5 New Municipal Detention Facility.

Fiscal Impact:

Reviewed By: _____


Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects. The City projects listed in the FY2019-2023 ICIP should also be included in the FY2019-2023 City budgets respectively.

Attachments: Planning Board Top 10 Recommendations.

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Staff requests that the Commission discuss this issue and individually rank the Top 10 Projects recommended by the City of Hobbs Planning Board.

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
2019 ICIP Project List (For FY 2018 Legislature)

Planning Boards Recommendations
Top 10
2019 Priority List

Sewer Main Replacement Program
WWRF Effluent Reuse System
Drainage Master Plan
Taylor Ranch Park Improvements
New Municipal Detention Facility
West College Lane Realignment
West Bender Widening Project & Drainage
Southeast and Northwest Bypass
Community Housing Projects
City Park Improvements

Italicized indicates Commissions Top 5 Priority List from last year's ICIP.

Infrastructure Capital Improvement Plan FY 2019-2023

Hobbs

Project Summary

Year	Rank	Project Title	Category	Funded to date	2019	2020	2021	2022	2023	Total Project Cost	Amount Not Yet Funded
2018	001	Sewer Main Replacement	Utilities (publicly-owned)	18,000,000	7,000,000	7,000,000	7,000,000	0	0	39,000,000	21,000,000
2018	002	WWRF Effluent Reuse Project	Utilities (publicly-owned)	9,466,320	7,000,000	7,000,000	7,000,000	0	0	30,466,320	21,000,000
2018	003	Drainage Master Plan	Storm/Surface Water Control	1,888,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,888,000	5,000,000
2018	004	Taylor Ranch Improvements	PublicParks (local)	6,000,000	14,000,000	5,000,000	5,000,000	5,000,000	5,000,000	40,000,000	34,000,000
2018	005	New Municipal Detention Facility	Public Safety Equipment/ Bldgs	310,000	5,000,000	45,000,000	0	0	0	50,310,000	50,000,000
2018	006	Citywide Wireless Internet	Other	0	2,500,000	1,000,000	1,000,000	1,000,000	1,000,000	6,500,000	6,500,000
2018	007	West College Lane Realignment	Hiways/Roads/Streets/Bridges	90,000	1,250,000	0	0	0	0	1,340,000	1,250,000
2018	008	Health Wellness Learning Center	Public Parks (local)	67,000,000	0	0	0	0	0	67,000,000	0
2018	009	West Bender Widening Project & Drainage	Hiways/Roads/Streets/Bridges	500,000	500,000	7,500,000	0	0	0	8,500,000	8,000,000
2018	010	Southeast and Northwest Bypass	Hiways/Roads/Streets/Bridges	783,000	900,000	0	17,500,000	0	0	19,183,000	18,400,000
2018	011	CDBG Annual Project	Hiways/Roads/Streets/Bridges	1,000,000	530,000	530,000	530,000	530,000	530,000	3,650,000	2,650,000
2018	012	Community Housing Projects	Housing-Related Cap Infra	13,500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	18,500,000	5,000,000
2018	013	RR Crossing Upgrades and New Crossings	Hiways/Roads/Streets/Bridges	0	250,000	50,000	0	0	0	300,000	300,000
2018	014	WWRF Aerobic Digester Renovation	Wastewater	500,000	250,000	3,650,000	3,100,000	0	0	7,500,000	7,000,000
2018	015	WWRF Tertiary Treatment	Utilities (publicly-owned)	100,000	250,000	2,000,000	2,000,000	0	0	4,350,000	4,250,000
2018	016	HPD Body Camera Program	Public Safety Equipment/ Bldgs	0	750,000	0	0	0	0	750,000	750,000
2018	017	ADA Intersection Improvement Project	Hiways/Roads/Streets/Bridges	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000
2018	018	Traffic Signal Updates	Hiways/Roads/Streets/Bridges	0	600,000	500,000	500,000	500,000	500,000	2,600,000	2,600,000
2018	019	Street Resurfacing	Hiways/Roads/Streets/Bridges	10,000,000	2,000,000	1,000,000	1,000,000	1,000,000	0	15,000,000	5,000,000
2018	020	Water Wells Program	Water Supply	630,000	550,000	600,000	550,000	500,000	0	2,830,000	2,200,000
2018	021	Del Norte Park Expansion Area	Public Parks (local)	1,600,000	4,070,000	0	0	0	0	5,670,000	4,070,000
2018	022	Street Sign Replacement	Hiways/Roads/Streets/Bridges	530,000	500,000	500,000	500,000	500,000	500,000	3,030,000	2,500,000
2018	023	Sanger St Improvements	Hiways/Roads/Streets/Bridges	0	250,000	750,000	750,000	0	0	1,750,000	1,750,000
2018	024	Traffic Study Update	Hiways/Roads/Streets/Bridges	0	350,000	0	0	0	0	350,000	350,000
2018	025	Apache Dr/Fowler St Utilities Extension	Utilities (publicly-owned)	0	150,000	150,000	0	0	0	300,000	300,000
2018	026	SR18 Corridor - Safety / Congestion Improvements	Hiways/Roads/Streets/Bridges	0	500,000	2,500,000	2,500,000	1,500,000	1,500,000	8,500,000	8,500,000
2018	027	HIAP Sewer Extension	Wastewater	0	350,000	0	3,500,000	0	0	3,850,000	3,850,000
2018	028	Manhole Repair Program	Utilities (publicly-owned)	0	60,000	60,000	60,000	60,000	60,000	300,000	300,000
2018	029	Concrete Intersections Program	Hiways/Roads/Streets/Bridges	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000
2018	030	MAP Roadway Rehabilitation Projects	Hiways/Roads/Streets/Bridges	0	600,000	600,000	600,000	600,000	600,000	3,000,000	3,000,000
2018	031	Arterial COOP Project	Hiways/Roads/Streets/Bridges	0	125,000	125,000	125,000	125,000	125,000	625,000	625,000
2018	032	Municipal Recreational Facilities	Public Parks (local)	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000
2018	033	Municipal Vehicles and Equipment	Other	960,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,960,000	5,000,000
2018	034	Infrastructure Extensions	Utilities (publicly-owned)	3,500,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	9,750,000	6,250,000
2018	035	Arterial Roadway Enhancement Projects	Hiways/Roads/Streets/Bridges	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000
2018	036	JOE HARVEY & CENTRAL TRAFFIC SIGNAL	Hiways/Roads/Streets/Bridges	3,000,000	2,000,000	0	0	0	0	5,000,000	2,000,000
2018	037	RECREATION STUDY	Public Parks (local)	0	50,000	0	0	0	0	50,000	50,000
2019	001	Aerial Class A Pumper	Fire	0	0	600,000	0	0	0	600,000	600,000
2019	002	FEMA Map Update	Storm/Surface Water Control	0	0	250,000	500,000	500,000	0	1,250,000	1,250,000
2019	003	Outdoor Range Phase II	Public Safety Equipment/ Bldgs	0	0	450,000	0	0	0	450,000	450,000
2019	004	HPD MOBILE COMMAND POST	Public Safety Vehicles	0	0	400,000	0	0	0	400,000	400,000
2019	005	Safety Improvements	Hiways/Roads/Streets/Bridges	0	0	125,000	750,000	750,000	0	1,625,000	1,625,000
2020	001	Wildland Fire Apparatus	Fire	0	0	0	240,000	0	0	240,000	240,000
2020	002	Fowler Street Extension	Hiways/Roads/Streets/Bridges	0	0	0	5,400,000	4,000,000	0	9,400,000	9,400,000
2020	003	Industrial Frontage Road	Hiways/Roads/Streets/Bridges	0	0	0	355,000	3,680,000	0	4,035,000	4,035,000
2020	004	Water System Improvements (North Reservoir)	Water Supply	0	0	0	3,000,000	2,000,000	0	5,000,000	5,000,000

Year	Rank	Project Title	Category	Funded to date	2019	2020	2021	2022	2023	Total Project Cost	Amount Not Yet Funded
2020	005	Ambulance	Fire	0	0	0	200,000	200,000	0	400,000	400,000
2021	001	New Elevated Water storage	Water Supply	0	0	0	0	3,000,000	0	3,000,000	3,000,000
2021	002	Millen Projection	Hiways/Roads/Streets/Bridges	0	0	0	0	250,000	2,000,000	2,250,000	2,250,000
2022	001	Bensing South Projection	Hiways/Roads/Streets/Bridges	0	0	0	0	0	1,750,000	1,750,000	1,750,000

Number of projects:
Grand Totals

50

Funded to Date
139,357,320

Year: 1
58,585,000

Year: 2
93,590,000

Year: 3
69,910,000

Year: 4
31,945,000

Year: 5
19,815,000

Total Project Cost
413,202,320

Total Not Yet Funded:
273,845,000

Engineering	Utilities	Planning	Parks & Rec	Police Dept	Streets	IT	Fire Dept
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Mr. Robinson said this is a 60% submittal and it is good that the engineer has allowed a review at this stage so it will catch all the items staff has a problem with. He said after the developer, the engineer and the city staff gets through everything then the Board should see everything at 100%. Mr. Hicks said he would be fine going forward with it as long as the city is good with it.

Mr. Randall said they still need utility sign off sheets and he wants to sit down with the engineer. Mr. Kesner asked about the holding pond on the far south side. Mr. Randall said there is an overall drainage plan for the entire subdivision. He said there was a drainage pond on the very south boundary. He said he has questions as far as the grading and what is the volume that will be in this area. He said he also wants final improvements and slopes to make sure it is maintainable from the Park's Department. He said he would also like to know where the overflow is. Mr. Kesner asked if he knew if the drainage plan was significant? Mr. Randall said he has not got to the point yet. He needs more detail information from the developer and engineer.

Mr. Ramirez asked about utilities. Mr. Randall said that he has heard all utilities will be underground and there will be curb side pickup by Waste Management. Mr. Ramirez made a motion, seconded by Mr. Sanderson to approve the Preliminary Plan of the Meadows Phase I as approved by the city's technical liaison. The vote on the motion was 5-0 and the motion carried.

7) Review and Consider 2019-2023 ICIP top 10 list as submitted by staff.

Mr. Robinson said this is the time of the year when the Planning Board sends to the City Commission the 10 ten recommendations for the ICIP. He said there are items on the list that may have been completed.

Mr. Kesner asked what is in the Taylor Ranch Improvements? Mr. Randall said he does not have a Master Plan currently with him but what has been completed is a Master Plan for the entire 200 plus acres. He said there have been complete construction documents for phase 1. He said in phase 1 there was a lake that is smaller than 10 acres. He said there is a great lawn area. He said there is also a family entertainment center on the very south quadrant. He said if the Board is interested the Master Plan can be brought in for them to see.

Mr. Randall said there is also a 10 acre expansion for Del Norte Park. He said these dollars do not represent the 10 acre expansion or the construction of Fowler. Mr. Ramirez asked where the West Bender widening was located? Mr. Randall said from Lovington Highway to West County Road. He said that budget was cut but they are carrying a little left for drainage in the area. Mr. Hicks asked about the By-passes? Mr. Randall said there is \$60,000 of federal funds for the Southeast By-pass. He said there is no money for the Northwest By-pass. Mr. Hicks asked if they needed the top 10 today? Mr. Robinson said yes.

Mr. Hicks said he thinks the consensus is to move the wireless internet below the top ten and the CORE project. He said bring the City Park Project up. He said he would like to see if the RR Crossing projects are listed. Mr. Randall said there are approved funds for the RR

Crossings.

Mr. Hicks thought the Housing Assistance Programs have been successful and he thinks that should be in the top 10 but move CDBG back down to 11. Mr. Kesner thought the W. Bender project needed to be in the top 10.

Mr. Randall said what he has is the following:

1-5 Remains the same

College Lane is #6

W. Bender would be #7

By-Pass #8

Housing # 9

City Park #10

Mr. Kesner made a motion, seconded by Mr. Penick to approve the Board's recommendation for ICIP to the City Commission. The vote in the motion was 5-0 and the motion carried.

8) Adjournment.

With nothing further to discuss the meeting adjourned at 11:16 am.

2019-2023 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Mayor Samuel D. Cobb

Preferred Rank Project (in order as recommended by the Planning Board)

_____ **Sewer Main Replacement Program**

_____ **WWRF Effluent Reuse System**

_____ **Drainage Master Plan**

_____ **Taylor Ranch Park Improvements**

_____ **New Municipal Detention Facility**

_____ **West College Lane Realignment**

_____ **West Bender Widening Project & Drainage**

_____ **Southeast and Northwest Bypass**

_____ **Community Housing Projects**

_____ **City Park Improvements**

2019-2023 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Marshall R. Newman

Preferred Rank Project (in order as recommended by the Planning Board)

_____ **Sewer Main Replacement Program**

_____ **WWRF Effluent Reuse System**

_____ **Drainage Master Plan**

_____ **Taylor Ranch Park Improvements**

_____ **New Municipal Detention Facility**

_____ **West College Lane Realignment**

_____ **West Bender Widening Project & Drainage**

_____ **Southeast and Northwest Bypass**

_____ **Community Housing Projects**

_____ **City Park Improvements**

2019-2023 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Cynthia D. Calderon

Preferred Rank Project (in order as recommended by the Planning Board)

_____ **Sewer Main Replacement Program**

_____ **WWRF Effluent Reuse System**

_____ **Drainage Master Plan**

_____ **Taylor Ranch Park Improvements**

_____ **New Municipal Detention Facility**

_____ **West College Lane Realignment**

_____ **West Bender Widening Project & Drainage**

_____ **Southeast and Northwest Bypass**

_____ **Community Housing Projects**

_____ **City Park Improvements**

2019-2023 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Patricia A. Taylor

Preferred Rank Project (in order as recommended by the Planning Board)

_____ **Sewer Main Replacement Program**

_____ **WWRF Effluent Reuse System**

_____ **Drainage Master Plan**

_____ **Taylor Ranch Park Improvements**

_____ **New Municipal Detention Facility**

_____ **West College Lane Realignment**

_____ **West Bender Widening Project & Drainage**

_____ **Southeast and Northwest Bypass**

_____ **Community Housing Projects**

_____ **City Park Improvements**

2019-2023 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Joseph D. Caderón

Preferred Rank Project (in order as recommended by the Planning Board)

_____ **Sewer Main Replacement Program**

_____ **WWRF Effluent Reuse System**

_____ **Drainage Master Plan**

_____ **Taylor Ranch Park Improvements**

_____ **New Municipal Detention Facility**

_____ **West College Lane Realignment**

_____ **West Bender Widening Project & Drainage**

_____ **Southeast and Northwest Bypass**

_____ **Community Housing Projects**

_____ **City Park Improvements**



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2017

SUBJECT: Approval of an Employment Transition and Settlement Agreement with J. J. Murphy

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: August 4, 2017
SUBMITTED BY: Michael Stone, City Attorney

Summary:

This matter is the consideration of a proposed Employment Transition and Settlement Agreement with City Manager, J. J. Murphy ("Murphy"). The proposed agreement is attached. Murphy will continue to serve as City Manager until August 23, 2017. At that time he will transition to the position of Special Consultant to the Mayor/City Commission until June 30, 2018. Under the new agreement, Murphy will be paid a lump sum of \$93,000.00 at the time of transition which is a negotiated amount and is approximately \$20,000.00 less than his current contractual benefits. He will be paid \$183,976.00 in wages through the end of June, 2018. He will also be entitled to any accrued PTO and military leave as of August 23, 2017. His City-provided health insurance, life insurance, dental and vision insurance will continue until the end of June, 2018. His legal fees will be paid up to \$10,000.00.

Fiscal Impact:


The City will pay Murphy a lump sum of \$60,000.00 and \$183,976.00 in wages and PERA contributions through the end of June, 2018. He will also be entitled to any accrued PTO and military leave as of August 23, 2017. (current liability is estimated at \$21,228.00) His City-provided health insurance, life insurance, dental and vision insurance will continue until the end of August, 2018. Additionally, up to \$10,000.00 will be paid in legal fees and \$33,000.00 will be paid to legal counsel, on behalf of Murphy per the settlement agreement. These expenses are budgeted item in 2017-18 budget. Finally, both sides concur that the cost of the settlement agreement is approximately \$20,000.00 less, compared to his current contractual cost.

Reviewed By: 
Finance Department

Attachments:

Proposed Employment Transition and Settlement Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission vote to adopt or reject the Employment Transition and Settlement Agreement

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: _____

Denied _____

File No. _____

EMPLOYMENT TRANSITION AND SETTLEMENT AGREEMENT

THIS EMPLOYMENT TRANSITION AND SETTLEMENT AGREEMENT is entered into this ___ day of August, 2017, by and between **J. J. MURPHY**, hereinafter designated as "Murphy", and the **CITY OF HOBBS**, a New Mexico municipal corporation, acting by and through its duly authorized Mayor and City Commission, hereinafter referred to as "City".

WITNESSETH

WHEREAS, J.J. Murphy desires to continue employment with the City of Hobbs with a new position; and

WHEREAS, the City of Hobbs, acting by and through its duly authorized Mayor and City Commission, desires to continue to employ Murphy with a new position under the terms and conditions hereof; and

WHEREAS, the City of Hobbs and Murphy desire to amicably transition and enter into a Mutual Release and Settlement Agreement to, among other things, resolve any severance due to Murphy under the previous Employment Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Employment: City agrees to employ Murphy and Murphy hereby accepts such employment upon the terms and conditions hereinafter set forth.
2. Term: Murphy shall continue to serve as City Manager under the terms of this agreement until August 23, 2017. Beginning on August 24, 2017 and continuing until June 30, 2018, his employment shall continue unless and until he resigns or is terminated in the manner laid out in paragraph 8(a), below.
3. Authority and Duties: As City Manager, Murphy shall perform all duties and shall have all powers and authority granted to the City Manager in Hobbs City Charter Section 6, Ordinances, Resolutions, Regulations and other official documents, in addition to other functions as directed by the Mayor.
4. Work Responsibilities: Murphy shall devote the time necessary to the administration of the government of the City. In general, while employed as City Manager, such time shall be a minimum of forty (40) hours per week, but Murphy recognizes that he must often devote significant time outside the normal office hours. Such hours shall be scheduled as Murphy deems most conducive to the effective and efficient operation of City administration.

J.J. Murphy

Mayor

5. Employment Status: Murphy is engaged in managerial and administrative duties, and thus is exempt from the requirements of the Fair Labor Standards Act.

6. Disability: If Murphy is permanently disabled or is otherwise unable to perform his duties as City Manager because of sickness, accident, injury, mental incapacity or other health reasons for a period of eight (8) weeks beyond any accrued leave or vacation time (unless a longer period is required by law), then City shall have the option to terminate this Agreement. In the event of termination under this provision, Murphy shall be entitled to the disability benefits presently in effect and payable to other employees of the City who may be disabled as defined herein.

7. Compensation: For all services rendered by Murphy under the terms of this Agreement, compensation shall be paid to Murphy by City during his remaining weeks as City Manager as follows:

- a. Continuation of salary in the amount of \$183,976.00 annually, paid in conjunction with the regular City of Hobbs pay cycle.
- b. Murphy shall also be entitled to the same other leave and health, vision, dental insurance, or other benefits currently available to the general employees of the City.
- c. While employed as City Manager, Murphy shall accrue 20 hours per month of paid time off (PTO) in lieu of annual leave or sick leave.
- d. While employed as City Manager, City shall continue to provide Murphy with an automobile allowance in the amount of \$750.00 each month during his employment with the City. Murphy shall be responsible for paying for any required liability and comprehensive insurance for the vehicle operated by him and for the purchase, operation, rental, repair and periodic maintenance of his personal vehicle during the term of this agreement. Murphy shall furnish City with a copy of the declaration sheet issued by his automobile liability carrier evidencing the liability insurance coverage required by this subsection at the City's request.

Murphy shall not have access to the City fuel facility for purposes of obtaining fuel for his personal vehicle and shall not receive reimbursement or compensation based on mileage. The automobile allowance provided to Murphy during his employment with the City is intended to compensate him for both fuel consumption and mileage. If, however, the destination for a business trip exceeds a 125-mile radius from Hobbs, Murphy shall have the option of using a City-owned pool vehicle for the purposes of such business travel and the City shall supply the fuel for the City vehicle used in such trips, or he may be

J.J. Murphy

Mayor

reimbursed for actual gasoline expenses related to such extended travel.

e. While employed as City Manager, City agrees to budget and to pay for the subscriptions and professional dues for the I.C.M.A. for Murphy and other dues and subscriptions which are necessary for his continuation and full participation in national, state and local associations and organizations which advance Murphy's professional growth and which further the various goals and objectives of the City.

f. While employed as City Manager, City agrees to budget and to pay for the travel and subsistence expenses for Murphy's professional and official travel, meetings and occasions adequate to continue his professional development in his role as City Manager. It is anticipated by the parties that these expenses shall include the Annual Conference of the International City Manager's Association, the Annual Conference of the New Mexico Municipal League, and such other national, regional, state and local governmental groups in which City Manager serves as a member and which the Mayor approves.

g. While employed as City Manager, City agrees to budget and to pay for the travel, subsistence and registration expenses of Murphy for such educational courses, institutes, and seminars that are necessary for his professional development and arise out of or are related to his duties performed on behalf of the City, which are approved in advance by the City Commission via the budgeting process.

h. While employed as City Manager, City recognizes that certain expenses of a generally job-affiliated nature are incurred by Murphy and hereby agrees to reimburse or to pay such expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements, subject to business and job related expenses having been properly budgeted prior to their being incurred by Murphy, and further subject to Murphy's compliance with all audit procedures of the City used to verify his claimed general expenses. As part of these reimbursements, City agrees to reimburse up to \$10,000 in legal fees approved for purposes of this Agreement, paid to Murphy's legal counsel, on behalf of Murphy.

i. All payments of salary due to Murphy herein shall be subject to federal and state withholding taxes and such other sums, as City is required by law to withhold or deduct from Murphy's salary as part of his ongoing employment.

j. While employed as City Manager, City has adopted a qualified 401 (a) defined contribution plan offered for Murphy in the form of a money purchase plan. Murphy shall have the right to contribute to the plan in any amount that meets the requirements of the IRS Code. The 401 (a) plan has been established under a written plan document that meets the requirements of the IRS Code.

The funds for the 401 (a) plan shall be invested in such investment vehicles as are allowable under the IRS Code and Murphy shall make the determination as to how the funds are invested. Murphy is entitled to all 401 (a) funds in his account.

k. While employed as City Manager, Murphy shall be entitled to bereavement travel expenses, limited to airfare and car rental for himself and his family, if a significant illness or death occurs to an immediate family member, subject to a \$7,000.00 limit per year.

8. Transition to New Position.

- a. It is expressly understood by the parties to this Agreement that Murphy continues his employment as the City Manager only through August 23, 2017. Once Murphy transitions, his service cannot be terminated as a Special Consultant to the Mayor/City Commission and he will remain an employee through June 30, 2018. If Murphy is terminated because of a conviction of a felony, then City is not obligated to pay Murphy wages.
- b. Transition services: As of August 24, 2017, Murphy will transition to the position of Special Consultant to the Mayor/City Commission ("Special Consultant") in order to aid in the orderly transition of City Management to a new City Manager. As Special Consultant, he will make every effort to continue to provide guidance with on-going personnel and city projects as directed by the Mayor. Murphy shall be provided reasonable resources to effectively accomplish any tasks specifically directed by the Mayor.
- c. City shall pay Murphy \$183,976.00 in total wages for his services as Special Consultant from August 24, 2017 through June 30, 2018, in regular payroll payments, as with any other City employee.
- d. No Reduction of Benefits: City shall not at any time during the term of this Agreement reduce the salary of Murphy, except to the degree of such a reduction across-the-board for all employees of the City.
- e. The City Commission, in consultation with Murphy, shall fix any such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the performance of Murphy, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement, the City Charter, the Municipal Code of City or any other law. Any amendment to this agreement shall only be effective when it is in writing and executed and approved by both parties hereto. The Employment Transition Agreement may only be modified or amended through a written agreement signed by Murphy and the Mayor of the City of Hobbs and approved at a public meeting by the City Commission.

J.J. Murphy

Mayor

f. City shall provide PERA contributions as it does on behalf of any other City of Hobbs employee. Such contributions shall continue throughout his tenure as City Manager and Special Consultant, through June 30, 2018. All provisions, rules and regulations of the City of Hobbs relating to PERA and FICA contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also apply to Murphy as they would to other employees of the City, in addition to the benefits enumerated specifically for the benefit of City Manager and Special Consultant, except as otherwise provided for herein.

9. Bonding: City shall bear the full cost of any fidelity or other bonds required of Murphy in his service to the City under any law or ordinance.

10. Indemnification, Insurance and Litigation Expenses: With respect to claims brought against the City and/or Murphy arising out of his work for the City, and with respect to claims the parties may assert against one another, the parties agree as follows:

a. The City shall insure Murphy through its comprehensive public liability insurance coverage against any tort or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act of omission occurring in the course and scope of the performance of Murphy's duties for City, with the exception of actions brought on behalf of the City. City shall pay for any attorney's fees, court costs or other litigation related expenses incurred in connection with the defense of the claim, demand or lawsuit.

b. Beyond that required under Federal, State or Local Law, the City shall defend, save harmless and indemnify Murphy against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Murphy's work on behalf of the City or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

c. Legal representation provided by the City for Murphy shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Murphy against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by or imposed on Murphy in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Nothing in this Agreement is

intended to alter or amend any of the rights or obligations found in the New Mexico Tort Claims Act and case-law interpreting same.

d. The City agrees to pay all reasonable litigation expenses of Murphy throughout the pendency of any litigation to which Murphy is a party, witness or advisor to the City. Such expense payments shall continue beyond Murphy's service to the City as long as litigation is still pending. In the event that the litigation continues after Murphy's service as City Manager under this Agreement is complete, the City agrees to pay Murphy reasonable consulting fees at his current hourly rate (\$88.45) and travel expenses when Murphy serves as a witness, advisor or consultant to the City regarding pending litigation. In the event Murphy is required to attend litigation related events in New Mexico, as a result of litigation not between the parties, and has to take time off at a new place of employment after his service to the City is complete, he shall be compensated his current Hobbs hourly rate (\$88.45) at up to eight (8) hours per day plus travel expenses.

11. Mutual Release of Claims. As additional consideration for this Agreement, in addition to the Settlement Payment made to Murphy as laid out herein, the parties agree to release any claims that they may have against one another for events occurring prior to the execution of this Agreement.

- a. Murphy hereby releases and forever holds harmless and discharges the City of Hobbs, its elected officials, employees, and agents from any and all actions, causes of actions, claims or liabilities of any kind, including but not limited to: employee benefits of any type or reimbursements for expenses; internal grievances and appeals; administrative claims before state or federal agencies; other causes of action based on state or federal law for discrimination based on sexual orientation, gender, race, religion, national origin, disability, retaliation, or any other protected status; whistleblower claims; breach of contract; wrongful termination; defamation; intentional infliction of emotional distress; negligence; or any common law, statutory or other claim whatsoever, including legal costs and attorney fees, which might have been alleged to have arisen out of or relating to his employment with the City of Hobbs and/or any other occurrence up to the date of this Agreement.
- b. The City of Hobbs hereby releases and forever holds harmless and discharges Murphy from any and all actions, causes of actions, claims or liabilities of any kind whatsoever, including but not limited to: employee reimbursements for expenses; administrative claims before state or federal agencies; other causes of action based on state or federal law; breach of contract; negligence; or any common law, statutory or other claim whatsoever, including legal costs and attorney fees, which might have been alleged to have arisen out of or relating to his employment with the City of

J.J. Murphy

Mayor

Hobbs and/or any other occurrence up to the date of this Agreement.

- c. ADEA & OWBPA Waiver and Revocation Period. Murphy specifically, knowingly and voluntarily waives any and all rights or claims against the City of Hobbs, its elected officials, agents and employees arising under the Age Discrimination in Employment Act of 1967 (hereinafter ADEA) or the Older Workers Benefit Protection Act of 1990 (hereinafter OWBPA), which claims may have arisen up to and including the date this Settlement Agreement and Release is executed. Murphy acknowledges that the consideration set forth herein includes additional consideration for Murphy's agreement herein to waive any and all rights or claims arising under the ADEA or OWBPA. Murphy understands and agrees that under the OWBPA, he is entitled to a twenty-one (21) day period of time to decide whether or not to sign this Agreement and the waiver contained herein. Murphy, after opportunity to consult with legal counsel of his choice, specifically waives the full 21-day period contained in the OWBPA, as Murphy states that he has had sufficient time to decide whether or not to sign this Agreement and signs this Agreement knowingly, freely and voluntarily with full knowledge and understanding of his rights and the terms contained herein. Murphy knowingly and voluntarily intends to be legally bound by same.
- d. No Admission of Liability or Fault. This Agreement shall not be construed as an admission of liability or breach of responsibility for acts and omissions up to and including the Effective Date by the City of Hobbs or by Murphy at any time for any purpose.

12. Initial Settlement Payments to be paid on August 24, 2017. In exchange for the releases, promises and obligations provided for herein, City will provide the following to Murphy:

- a. Ninety- three thousand dollars (\$93,000.00) as follows: \$60,000.00 from which employee payroll taxes shall be deducted in accordance with IRS rules and regulations. \$33,000.00 payable to Murphy's legal counsel, on behalf of Murphy, as reimbursable expenses as settlement of those claims; and
- b. A lump sum payment of all accrued PTO and military leave balances through August 23, 2017, from which employee payroll taxes shall be deducted in accordance with IRS tax rules and regulations.

13. Ongoing Settlement Payments to be paid starting August 24, 2017. In exchange for the releases, promises and obligations provided for herein, City will provide the following to Murphy:

- a. Wages shall be paid to Murphy initiating at the time he begins transition services as defined in Section 8(c), above.
- b. Continued 12 month coverage at transition or a payment of the balance of costs of unused benefits, which benefits can be discontinued by Murphy at any time through August 31, 2018. The benefits and the costs associated include:

Life Insurance	\$	96.00
Health Insurance	\$	20,673.00
Dental Premium	\$	710.00
Vision Premium	\$	333.00
 Total	 \$	 21,812.00

14. Taxes. Murphy agrees to pay any applicable taxes that arise out of his receipt of the Settlement money paid. Murphy agrees that he is solely responsible for any tax liabilities that may arise out of the money paid as part of this settlement, other than ongoing employer contributions for wages paid. Murphy agrees to defend, indemnify and hold the City of Hobbs harmless from any claim for taxes with respect to the settlement monies, other than amounts paid to him as wages.

15. Mutual Non-Disparagement. Murphy agrees that he shall not engage in any form of negative commentary, disparagement, derogatory activity, or other similar behavior that reflects negatively on the City of Hobbs, its elected officials, agents and employees, from the date of this Agreement. The City of Hobbs agree that its elected officials and managerial employees shall not engage in any form of negative commentary, disparagement, derogatory activity or other similar behavior with respect to Murphy. This paragraph does not in any way restrict either party from providing truthful responses with respect to any testimony either party may be required to provide in connection with litigation or any other legal proceeding.

16. Remedies for Breach.

In the event that either party incurs legal expenses to enforce any provision of this Agreement in a court of law, those expenses shall be borne by the party seeking enforcement during the pendency of any such action. However, the prevailing party in such a dispute will be entitled to recover legal expenses, including reasonable attorney's fees and costs, in addition to any other relief to which the prevailing party may be entitled.

J.J. Murphy

Mayor

17. Eligibility for Rehire and References.

Murphy will not be coded as ineligible for rehire at the City of Hobbs. If inquiries are made by potential employers outside of the City of Hobbs, who do not have a release signed by Murphy, the City of Hobbs's Human Resources personnel will provide no information other than the position which he was employed, the dates during which he served in that position and that fact that he remains eligible for rehire. Any inquiries about Murphy will be directed to the City of Hobbs Human Resources personnel for response. If, however, the City of Hobbs or any of its employees or agents are presented with an authorization to release information signed by Murphy, then the restrictions of this paragraph shall be deemed waived, and the City of Hobbs may, at its option, provide requested information.

18. General Provisions:

a. This Agreement represents the final and entire agreement and understanding between the parties and any representations, negotiations, offers, proposals, promises or agreements are intended by the parties to be integrated and merged herein and are to be superseded by this agreement.

b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of J.J. Murphy.

c. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

d. This agreement is intended to be governed by and construed in accordance with New Mexico law.

IN WITNESS WHEREOF, the City of Hobbs has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Clerk, and approved as to form by its City Attorney, and J.J. Murphy has signed and executed this agreement, the day and year first above written.

CITY OF HOBBS, NEW MEXICO
a municipal corporation

CITY MANAGER

SAM D. COBB, Mayor

J. J. MURPHY

J.J. Murphy

Mayor

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

MICHAEL H. STONE, City Attorney

J.J. Murphy

Mayor



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2017

SUBJECT: RFP 488-17; Professional Engineering Services; NE Reclaimed Water Distribution
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: August 1, 2017
SUBMITTED BY: Tim Woormer, Utilities Director

Summary:

RFP 488-17 is a request for proposals to provide professional engineering services in the planning, design, funding, and construction of a reclaimed water pipeline that will connect to the existing Rockwind reclaimed pipeline. Termed the NE Distribution System (Project), the pipeline will convey reclaimed water for the irrigation of public green spaces in addition to supplemental fire protection for The City of Hobbs.

RFP 488-17 advertised on January 13, 2017 with eight (8) qualified proposals received on the closing date of February 14, 2017. An evaluation committee consisting of City staff reviewed and ranked the proposals based on the RFP criteria. The submitting engineering firms and the order of ranking based upon the scoring/ranking criteria were:

1) Parkhill, Smith & Cooper, Inc. of Lubbock, TX; 2) Souder Miller & Associates, of Hobbs, NM; 3) Smith Engineering, Inc. of Las Cruces, NM; 4) Wilson & Company, Inc. of Albuquerque, NM; 5) Molzen Corbin, Inc. of Albuquerque, NM; 6) Pettigrew & Associates, of Hobbs, NM; 7) West Texas Consultants of Andrews, TX; and 8) IDEALS, Inc. of Las Cruces, NM.

Formal interviews were held with the three (3) highest ranking Proposers on March 9, 2017. Each firm was provided 45 minutes to present and discuss their respective capabilities and approach to provide the services required of Project. The evaluation team ranked the interviewing firms in the following order:

1) Parkhill, Smith & Cooper; 2) Souder Miller & Associates; and; 3) Smith Engineering

A professional agreement has been negotiated with Parkhill, Smith & Cooper, Inc., with a Scope of Work and a not-to-exceed cost proposal to provide professional services in design and planning of the Project. This includes design services for construction of the initial segment of pipeline from Jack Gomez Blvd to Adelle St. The Scope of Work consists of two milestones, or deliverables, with individual schedules of completion after which liquidated damages will apply.

Fiscal Impact: \$733,316.94 (@ 6.8125% NMGRT) Reviewed By: _____

Finance Department

The not-to-exceed (NTE) amount for planning services is \$468,274.00, the NTE amount for design services is \$193,504.00, and the NTE amount for additional services if requested to develop and maintain a project website is \$24,768.00. The Northeast Effluent Pipeline Project was approved in FY 2017 under Fund 62-4062-44901-00235 in the amount of \$961,341.53 and awaiting DFA approval as a carryover in the FY 2018 budget. Additional expenditures will need to be adjusted in the first quarter budget in the amount of \$1,304,934.33. Revenues in the adjustment will need to be reclassified in amount of \$1,157,859.80 from the Effluent Water Project 2017 project. Funding for this Project has been secured through a 2016 Water Trust Board grant/loan award (3555-WTB) totaling \$586,400.00 and the remaining balance the 2015 Water Trust Board grant/loan award (339-WTB) of \$1,484,851.27. Therefore, the total amount of Water Trust Board funding available for planning, design, and construction of the Project is \$2,038,251.27. The City's total Local Match obligation under these loan/grant agreements is \$449,480.00.

Attachments:

RFP 488-17; Interview Questions, Project Site Plan; Proposal Ranking Summary, and an Agreement for Professional Engineering Services between the City of Hobbs and Parkhill, Smith & Cooper, Inc. (with attachments).

Legal Review:

Approved As To Form: _____

M. H. Stee
City Attorney

Recommendation

Staff recommends that RFP 488-17 be awarded to the engineering firm of Parkhill, Smith & Cooper, Inc., in the amount of \$733,316.94 (including 6.8125% NMGRT), to provide professional engineering services for the City of Hobbs Northeast Reclaimed Water Distribution System as described and presented.

Approved For Submittal By:

Tom Wooley

Department Director

J. G. [Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

THE CITY OF HOBBS



REQUEST FOR PROPOSALS

for

NORTHEAST RECLAIMED WATER DISTRIBUTION SYSTEM PROFESSIONAL ENGINEERING SERVICES

RFP No: 488-17

DUE DATE/TIME: 2:00 P.M. February 14, 2017

Advertisement

January 13, 2017

Time and Date of Pre-Submittal Conference

10:00 A.M. (MST) January 24, 2017

Deadline for Inquiries

5:00 P.M. (MST) February 10, 2017

Time and Date Set for Submittal

2:00 P.M. (MST) February 14, 2017

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This Request for Proposals is separated in two parts: Part I - General Requirements, and Part II - Attachments. The Attachments of Part II are part of the Request for Proposals and the terms, conditions, and criteria therein must be met by any proposer.

PART I – GENERAL REQUIREMENTS

DIVISION I - ADVERTISEMENT

PROPOSAL NO. 488-17

**PROFESSIONAL ENGINEERING SERVICES
NORTHEAST RECLAIMED WATER DISTRIBUTION SYSTEM**

City of Hobbs, New Mexico

Sealed Proposals must be received by the City of Hobbs Finance Department, Room 224, Hobbs City Hall, 2nd Floor, 200 E. Broadway St., Hobbs, New Mexico 88240 by **February 14, 2017 at 2:00 PM**, to provide **Professional Engineering Services, Northeast Reclaimed Water Distribution System**. Proposals received after the bid due date/time will be considered non-responsive and will be returned unopened.

This project consists of providing professional engineering services for continued development of the City of Hobbs reclaimed water system infrastructure to increase the use of reclaimed water to replace potable water demand. The services to be provided under RFP 488-17 include planning, feasibility, technical reports and environmental studies; surveying services; hydraulic modeling; public meetings; submission of funding applications; reclaimed water conveyance/storage system design; value engineering; bidding and negotiation phase services; construction inspection; materials testing; and additional professional services for development of the City of Hobbs Northeast Reclaimed Water Distribution System (hereby termed Project).

DEADLINE - 2:00 p.m. on February 14, 2017

Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

Request for Proposal packages may be obtained from the Finance Department, 200 E. Broadway, Hobbs, NM. Phone Number: 575-397-9244

In case of ambiguity or lack of clarity, the City of Hobbs, New Mexico reserves the right to adopt the most advantageous thereof, or to reject any or all proposals and waive irregularities.

CITY OF HOBBS, NEW MEXICO

JJ MURPHY, City Manager

Publication Date: January 13, 2017

DIVISION II – PROJECT DESCRIPTION AND SCOPE OF SERVICES

CITY OF HOBBS- REQUEST FOR PROPOSALS- RFP 488-17

The City of Hobbs ("COH" or "Owner") extends an invitation to interested and qualified firms to submit a Statement of Qualifications ("Proposal") to provide professional engineering services, including related services, for **RFP 488-17; PROFESSIONAL ENGINEERING SERVICES, NORTHEAST RECLAIMED WATER DISTRIBUTION SYSTEM.**

Owner requests that proposal be made in conformance with the guidelines contained herein on the proposal form. Owner desires to enter into an agreement with the highest rated Proposer to provide the professional engineering services for the Northeast Reclaimed Water Distribution System ("Project") and in what City determines to be the best interest the community of Hobbs. Funds for the professional engineering services requested is anticipated to be State of N.M. Water Trust Board Funds, State of N.M. Legislative Appropriations, and City of Hobbs Enterprise Funds. Work in the future is conditional upon funding for the respective work to be performed.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Reclaimed water from the City of Hobbs Wastewater Reclamation Facility is utilized for the irrigation of non-edible crops and public green spaces, secondary oil recovery, including other approved uses. Emphasis in the development of the reclaimed water infrastructure has been based upon reducing potable water used for irrigation purposes, while also providing a supplemental water source for industrial, construction and fire-fighting purposes.

In 2010 the City of Hobbs Effluent Reuse Project PER (Parkhill, Smith & Cooper, Inc.) was developed which looked at potential users of reclaimed water within the community of Hobbs including alternative infrastructure requirements. With financial assistance under the NM Water Trust Fund, construction of the selected alternative, Alternative 2A (Southwest Distribution Segment), to Rockwind Golf Course was recently completed. In 2015, an updated Effluent Reuse Project PER (Molzen-Corbin) was completed with updated information on available effluent quantities, usage of potable water for irrigation at public parks/schools, and an updated list of potential users. Water balance projections were developed up to the year 2035, including storage options to utilize the excess effluent available during winter months to meet summer demand. Termed Alternate 2A-2 within the PER update (Molzen 2015), preliminary infrastructure requirements for a "branched" and "looped" system, including storage options, have been identified. Under current professional agreement(s) executed thru RFP 480-16, Owner is in the process of evaluating elevated storage tank options based on Alternate 2A-2.

With financial assistance under a 2016 Water Trust Fund loan/grant, Owner desires to obtain professional engineering services for developing the Northeast Distribution System (see Figure 1) which would establish a looped reclaimed water system. Professional services anticipated to be utilized under this phase of project include, but is not limited to: 1) Planning services associated with the alignment of an reclaimed water pipeline in relationship to potential reclaimed water users, impact to the environment/community, and potential constructability issues; 2) Technical and field services to identify and assess property boundaries, right-of-ways, easements, and geotechnical conditions associated with the proposed pipeline route; 3) Hydraulic modeling of the current and proposed reclaimed water system; 4) Participation in public presentations of proposed project; 5) Development of design documents and specifications of a reclaimed water conveyance and storage system, including opinion of cost and life cycle cost estimates; 6) Project funding, bidding and negotiation services, 6) Construction administration services, including construction inspection and materials testing , and; 7) other professional engineering services applicable to Project.

PROJECT ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The Northeast Distribution System shown within Figure 1 (Attachment A) is conceptual and general in nature. A preliminary pipeline route is shown within Figure 2 (Attachment A). This route is adjacent to several sites identified as potential users however the ability to obtain required easements/right-of-ways, and its feasibility to construct has yet to be determined. The selected Consultant will determine the best possible route for a pipeline in consideration of known land use, proximity to potential reuse sites, roadways, utilities, and railroad crossings, ecological factors, and the impact of Project to the immediate neighborhoods. Though an elevated storage reservoir is identified as a component of Project for planning and design purposes, the primary objective of RFP 488-17 is for construction of the Northeast Distribution System pipeline.
2. On behalf of Owner, the selected Consultant will provide services to generate information on property ownership and utility easements/right-of-ways associated with the proposed pipeline route. Surveying of project site, property boundaries, and assistance to secure easements will be required, including various levels of subsurface investigation services in developing preliminary design. Consultant will provide technical and field services associated with developing an Environmental Assessment (EA) in accordance with regulations to determine the Projects' impact and benefits. Owner does not anticipate any significant conditions to exist which would affect Projects' ability to obtain a Finding of No Significant Impact. Consultant's services to conduct geotechnical borings and studies to determine soil conditions for construction design purposes are also anticipated. As required of Project, additional services may include the submission and maintenance of applicable permits for utility construction on Federal, State and County properties, roadways, and railroad right-of-ways.
3. During the course of Project, the selected Consultant will compile Project information and participate in public meetings and informal sessions with various entities and groups. Regular service announcements, project updates, and responsiveness to requests for information are essential to the Project's acceptance and success. Consultant will also provide their assistance to Owner in locating and submitting for financial assistance for Project construction, including but not limited to: State of NM grants/funds, EPA Clean Water State Revolving Fund, Green Project Reserve, and Bureau of Reclamation WaterSMART Fund.
4. Selected Consultant will conduct field and technical services to develop hydraulic models, establish fire flows, and operational parameters of the current Phase I and Phase II reclaimed water systems, including modeling projections of the proposed Project. Consultant will develop construction design documents, conduct internal QA/QC reviews, and prepare cost estimates for the reclaimed water pipeline and related appurtenances at intermediate levels of completion for Owner and State reviews/approval. In consideration of funding availability, final design will be based upon achievable and functional phases of construction.
5. Currently funds for construction of Project have not been secured. As funding is available, the selected Consultant may also provide their services to develop final design documents, drawings and specifications for formal invitations to construct. Consultant may also provide bidding, negotiation, project inspection/representation, and associated construction administration services during the course of construction during the term of the executed agreement.

6. Owner and the selected Consultant will develop deliverable milestones for the respective services being requested, including achievable time frames for completion. Work will be performed by issuance of a task order with a minimum of \$50/day liquidated damages clause during the duration of the respective task order. Consultant's effective rates at the date of issuance of a notice-to-proceed for the respective task order shall remain in effect until its completion. Project anticipated start date is early 2017.

PROJECT CONTACTS:

Questions regarding the selection process:

Contact: Toby Spears,
Finance Director
Address: 200 E. Broadway
City / State / Zip: Hobbs, NM 88240
Phone Number: 575-397-9235

Technical Questions regarding scope of work:

Leo Wilson
WWRF Superintendent
200 E. Broadway
Hobbs, NM 88240
575-397-9315

SITE DESCRIPTION

Services to be provided by Consultant will be within the extra-territorial boundaries of the City of Hobbs which is located in Lea County, Southeast New Mexico.

DIVISION III – PRE-SUBMITTAL CONFERENCE

A non-mandatory pre-submittal conference will be held 10:00 A.M. (MST) January 24, 2017 at the City of Hobbs Wastewater Reclamation Facility, Rm 107, 1301 S. 5th St. Hobbs, NM 82400.

DIVISION IV – RESPONSE FORMAT AND ORGANIZATION

Delivered or hand-carried submittals must be delivered to the City of Hobbs Finance Department at the location listed below. On the submittal package, please display: the firm name, project title, and project number.

All submittals should be sent or delivered to:

CITY OF HOBBS – RFP 488-17
Finance Dept. – Room 224
200 E. Broadway
Hobbs, NM 88240

Attention: Toby Spears, Finance Director

NUMBER OF RESPONSES: Only one proposal may be submitted by each individual entity for the one project, which is the subject of this RFP.

NUMBER OF COPIES: Offerors shall provide five (5) identical copies of their proposal to the location specified in the Advertisement and before the closing date and time for receipt of proposals **AND one copy on CD or other portable storage medium.**

PROPOSAL FORMAT

The proposal is to be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets, allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of twenty (20) pages (printed sheet faces) of text and/or graphic material for project proposals. If there is any question as to format requirements they shall be directed to the City of Hobbs, Finance Director for clarification, prior to submittal of documents.

Material excluded from the twenty (20) page maximum count shall include and shall be limited to:

- Front cover (blank on back side)
- Submittal letter (one page maximum)
- Tables of Contents page (one page maximum)
- Divider pages (See Sections below)
- Certificate(s) of insurance
- Proposal Signature Form (Attachment B)
- Campaign Contribution Declaration Form (Attachment C)
- Veterans' Preference Form (Attachment D)
- Resident Business Certification (Optional)

- Project Listing Form (Attachment E)
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under V. EVALUATION. Reminder - Divider Pages do not count towards the 20 page maximum

- Section 1 Specialized Design and Technical Competence
- Section 2 Capacity and Capability
- Section 3 Past Record of Performance
- Section 4 Proximity to or Familiarity
- Section 5 Work produced in-State
- Section 6 Volume of Work with Owner not 75% Complete
- Section 7 Attachments

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE - SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Any proposal deemed non-conforming by the Selection Committee in regard to format will be considered non-responsive. Proposers shall contact the City of Hobbs Representative to clarify any questions concerning format prior to submission.

Proposal Organization - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Sections 1 through 7, are helpful.

Submittal Letter - Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project) should:

- identify the submitting business;
- identify name and title of the person(s) authorized by the company to contractually
- obligate the business for the purpose of this RFP;
- identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
- be signed by a person authorized to contractually obligate the Proposer;
- A statement that the firm, and its' subcontractors, are appropriately licensed by the State of New Mexico to provide the services proposed.

Proposal Signature Form (Attachment B) – Include with the submittal letter the completed Signature Sheet and acknowledge any addendums

DIVISION V – EVALUATION CRITERIA

A Selection Committee will evaluate the Proposals submitted in response to this RFP. The evaluation criteria will relate to the qualifications of the Proposer to perform the services under this RFP. Proposals submitted should be fully self-contained and include the information requested below in the listed in order and index tabbed the same.

A maximum total of 100 points are possible in scoring each proposal. The Selection Committee will evaluate the proposals and may conduct interviews with the top 3 to 5 rated Proposers applying for selection. Proposals will be evaluated on the following basis (all topics are as presented in the text of the proposal) as required by 13-1-120B NMSA 1978. Each proposal must address the required evaluation criteria as follows:

- (1.) **Specialized Design and Technical Competence:** Qualifications and resources of Proposer, including joint ventures, to provide the professional services requested.**30 points**

- (2.) **Capacity and Capability:** Capacity and capability of Proposer to perform the work, including any specialized or additional services, within the Projects timeframes. Key Project personnel and their experience and role in developing reclaimed water infrastructure systems and the services being requested.**30 points**

- (3.) **Past Record of Performance:** Performance of Proposer in respect to such factors as control of costs, quality of work, and ability to meet schedules.**20 points**

- (4.) **Proximity to or Familiarity:** Proximity to or familiarity with the area of Hobbs in which Project is located**10 points**

- (5.) **New Mexico Resident Business:** The amount of work that will be produced by a valid certified business within the State. 100% work performed by a New Mexico Resident Firm.**0 to 10 points added to 100 possible points**

- (6.) **Current Volume of Work:** The volume of work previously done for the City of Hobbs which is not seventy-five percent complete with respect to professional engineering services (through bidding phase), with the objective of effecting an equitable distribution of contracts among qualified Proposers, however that the selection of Proposers be based upon that most qualified.**10 points**

1. **Specialized Design and Technical Competence** - Provide information about the firm's qualifications and specific technical experience with similar projects that demonstrate the firm's ability to lead, manage, and successfully complete the project.
2. **Capacity and Capability** - Provide information about the firm that demonstrates the ability to provide sufficient professional competence, meet time schedules, accommodate cost considerations, including other anticipated requirements of Project. Provide the name of the Project Manager (PM) who will be assigned to Project, list professional licenses, total years of experience, and number of years with the firm. List three (3) relevant projects and the Project Managers role, including contact information of the entity who can discuss PM's performance. Describe the firms current workload and availability of designated staff to provide the services being requested (include existing projects, pending projects, and this proposed project). List key sub-consultant roles and primary personnel whose services are to be utilized, including their specific roles, length of time with firm, professional licenses, and experience. For each sub-consultant, list the percentage of work they will be responsible for based on the Project assumptions.
3. **Past Performance** - List three (3) previous water/reclaimed water projects relevant to the anticipated scope of work. The listed projects must demonstrate, through previously completed work, that the firm is qualified to provide the professional services as required for this project.

For each project listed, please provide:

- a) The role of the firm on the project including a description of the project. If project was a joint venture, list the other firm(s) including their specific role. List the percentage of work performed solely by the firm on the project.
 - b) The original agreement schedule by listing design start date, construction start date, and substantial completion date. Compare the *contractual* dates with *actual* respective dates. Explain any differences between original and actual project schedule milestones. For non-construction projects, list start date, 50% completion date, and final completion date. Explain any differences between original and actual scheduled milestones.
4. **Proximity to or Familiarity with Site Location** - List firms' and sub-consultants proximity to Hobbs, New Mexico. Include previous experience regarding the Project location and experience within Lea County, N.M.
 5. **New Mexico Produced Work, NM Mexico Business** - Indicate the volume of work to be produced in New Mexico. Identify any out-of-state consultant(s) or business relationships that will be involved on the project and the extent of services to be provided by that as a percentage of work. When a joint bid or joint proposal is submitted by a combination of resident or nonresident businesses, the preference shall be calculated in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract that will be performed by each business as specified in the joint bid or proposal.

Points will be awarded based on Proposer's ability to provide a copy of a current Resident Business certificate or Resident Veterans Business certificate.

5.1. Resident Business Preference – For the Proposer to receive a Resident Business Preference, the business shall submit a copy of a valid Resident Business certificate issued by the NM Taxation and Revenue Department. A Proposer who qualifies as a

Resident Business shall receive a 5% preference added to the total possible points of the RFP.

5.2 Resident Veteran Business Preference – For the Proposer to receive a Resident Veteran Business Preference, the business shall complete, sign, and include with the proposal the attached certification form, along with a copy of a valid Resident Veteran Business Preference certificate issued by the NM Taxation and Revenue Department. Resident Veteran Businesses with annual revenues of \$3M or less shall receive a 10% preference on their proposal.

Preference points are added only once to the possible points of the RFP.

6. **Current Volume of Work** - Firms shall be scored on any project that has been previously awarded by the City of Hobbs and is, on the closing date of RFP 488-17, less than 75% complete (see definitions for clarification of "75% complete"). Information on the status of past project awards shall be included in the "Project Listing Form, Attachment E" as a requirement of this RFP. The following formula on fees for projects awarded that are less than 75% complete shall be utilized in assessing scores:

\$ 25,000 to \$ 35,000.	1 point deducted
\$ 35,001 to \$ 50,000.	2 points deducted
\$ 50,001 to \$100,000	3 points deducted
\$100,001 to \$150,000	4 points deducted
\$150,001 and over	5 points deducted

DIVISION VI – THE SELECTION PROCESS AND PROJECT SCHEDULE

SELECTION PROCESS. A Selection Committee will evaluate and score each Proposal. Owner reserves the right to determine the interview process an optional component and proceed, at its discretion, to verify references. If an interview is held, the Selection Committee may secure additional information and additional reference checks or visit completed projects following the interview. Resident Business Preference points or the Resident Veteran Business Preference points are not awarded again during the interview process.

SCHEDULE OF DEADLINES

Advertise RFP 488-17	January 13, 2017
Non-Mandatory Pre-Submittal Meeting (MST)	January 24, 2017 at 10:00 A.M.
Deadline for Inquiries (MST)	February 10, 2017 at 5:00 P.M.
Proposal Due Date & Time: (MST)	February 14, 2017 at 2:00 P.M.

DIVISION VII – GENERAL INFORMATION

INFORMAL QUESTIONS. If you have informal questions about technical information regarding this Request for Proposals, or if you have informal questions about the purchasing process, please contact:

Leo Wilson
WWRF Superintendent

Tel: 575.397.9315

E-mail Address: lwilson@hobbsnm.org

Note: Owner will answer informal questions orally and makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFP. Proposers shall not rely on any verbal responses from Owner. If you have formal questions about any part of this Request for Proposals, which could result in a material issue or a formal amendment to this RFP, see **INTERPRETATIONS AND ADDENDA** below.

INTERPRETATIONS AND ADDENDA. Should a Proposer find any ambiguity, inconsistency or error in the Request for Proposals, or should the Proposer be in doubt as to their meaning, he shall at once notify the City Finance Director, in writing, who will send a written addendum either by facsimile or electronic mail to all Proposers who are on record with Finance Department as having requested a copy of the RFP. Neither Owner, nor its representatives, will be responsible for oral instructions or information. Interpretation or correction of the RFP will be made only by written addendum, which will be electronically mailed or faxed to each Proposer of record. Owner is not responsible for any other explanations or interpretations of the RFP.

Owner is not responsible for assuring delivery of addenda to any Proposer. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the Request for Proposals.

This RFP, the Proposal of successful Proposer and any addenda issued by Owner during the RFP period are to be included in and will become a part of the agreement between Owner and Proposer when awarded. The Proposers shall acknowledge receipt of addenda on the Proposal form in the space provided, on the RFP Submittal Certification Form, see Attachment A.

All formal inquiries or requests for significant or material clarification or interpretation, or notification to Owner of errors or omissions relating to this Request for Proposals must be directed, in writing, email, or by facsimile, to:

THE CITY OF HOBBS- RFP 488-17

Toby Spears, Finance Director

200 E. Broadway, Hobbs, NM

Phone: (575) 397-9235

Fax: (575) 397-9450

Email address: tspears@hobbsnm.org

All formal inquiries must be submitted before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

PROPRIETARY INFORMATION. If you are submitting any information you consider proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If Legal and Finance Department concurs, this information will not be considered public information. The City of Hobbs Legal

Department is the final authority as to the extent to which material is considered proprietary or confidential. Owner assumes no liability for disclosure or use of unmarked data. Unless identified, information submitted in response to this RFP may be disclosed pursuant to the applicable New Mexico Public Records Law and applicable New Mexico Statutes.

PROFESSIONAL LICENSE/REGISTRATION IN NEW MEXICO. Any individual or firm that is proposing to perform engineering services must be appropriately licensed / registered in the State of New Mexico at the time of submission of the PROPOSAL.

OBLIGATIONS. This RFP does not obligate Owner to pay any costs incurred in the preparation and submission of Proposals nor to enter into an agreement with any of the applicants.

WITHDRAWAL OF PROPOSAL. Proposals may be withdrawn either personally or by written request any time before the scheduled date and time set for receipt.

AWARD OR REJECTION OF PROPOSALS. Owner has the right to cancel this Request for Proposals, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine in the best interest of Owner and also reserves the right to hold open any or all Proposals for a period of NINETY (90) DAYS after the date of opening thereof and the right to accept a Proposal not withdrawn before the scheduled opening date.

NEGOTIATION OF THE AGREEMENT. The City of Hobbs (Owner) may proceed to negotiate a contract for Consultants' services at a compensation which Owner determines to be fair and reasonable. In making this decision, Owner may take into account the estimated value of the scope of services, the complexity, and the professional nature of the services to be rendered. If Owner is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable, negotiations with that firm will be formally terminated. Owner may then undertake negotiations with the next most qualified firm in sequence until an agreement is reached or a determination is made to reject all proposals.

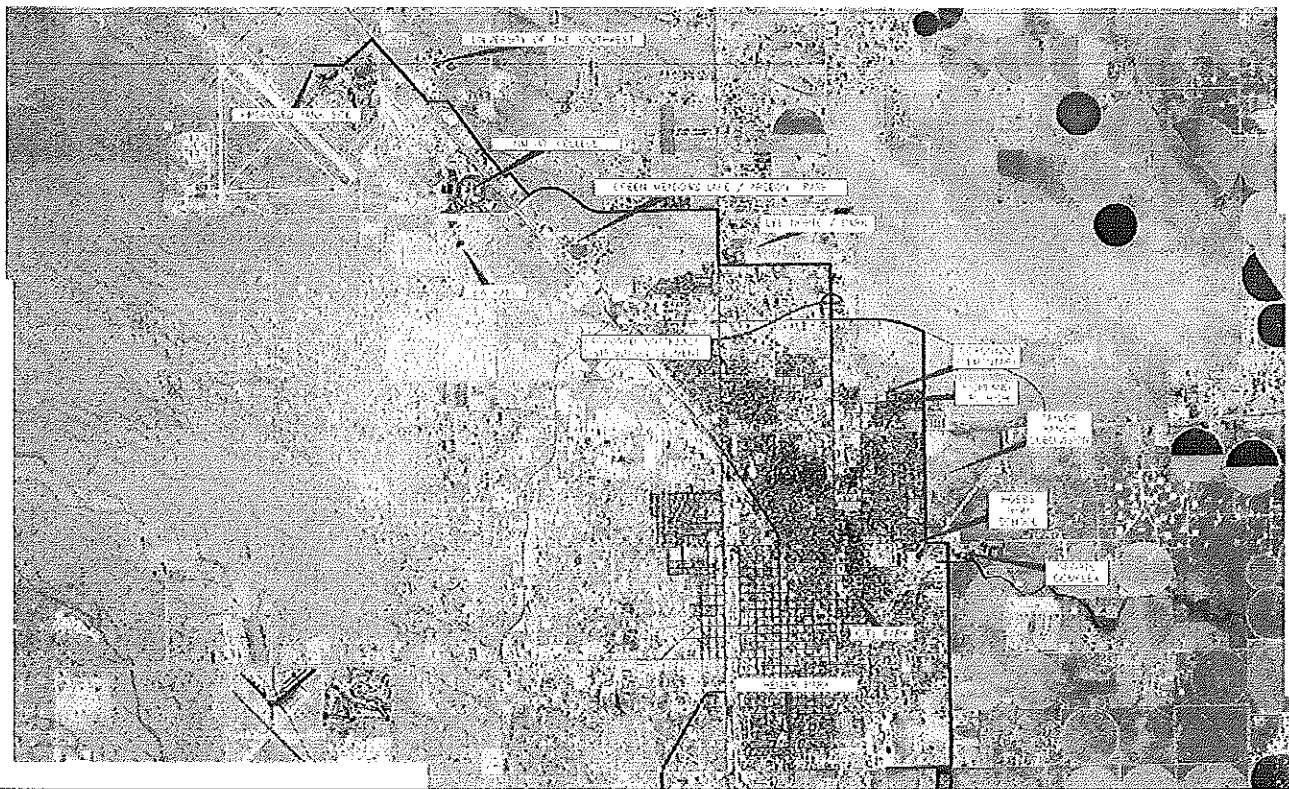
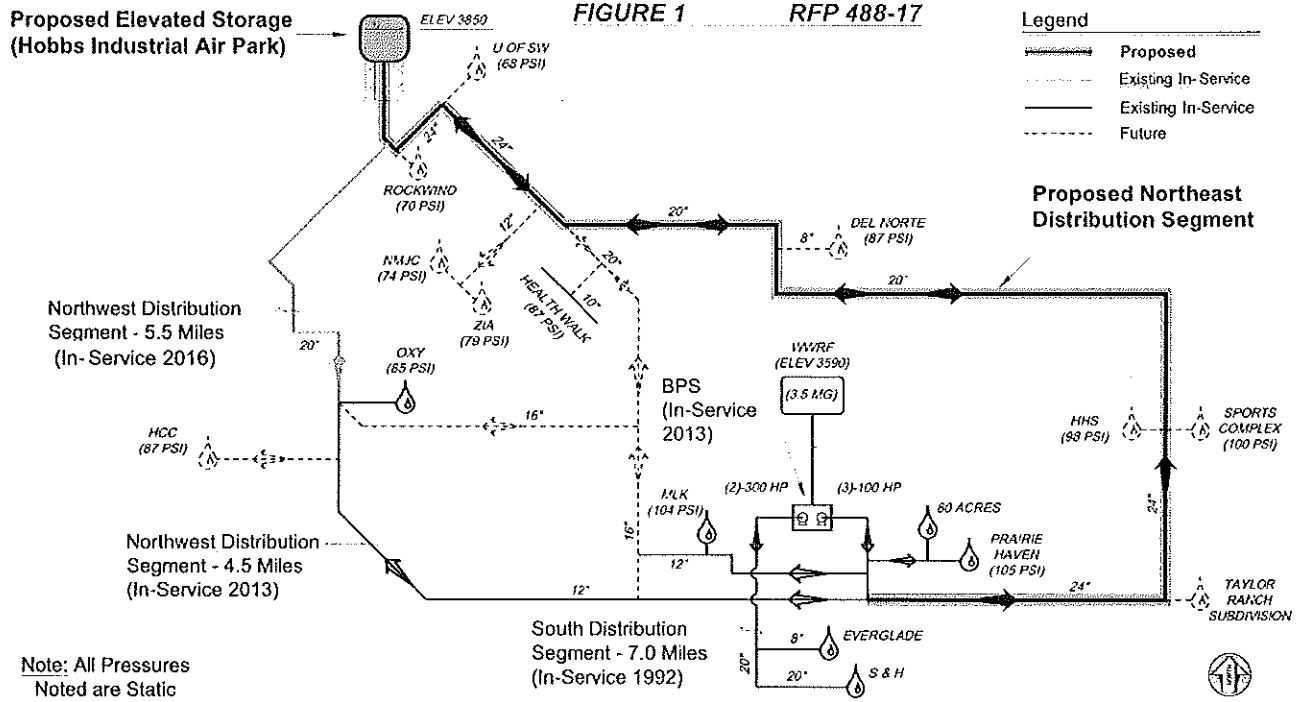
Markup for Sub-consultant fees will be limited to ten (10%) percent. Owner and the selected Consultant will develop deliverable milestones for the respective services being requested, including achievable time frames for completion. Work will be performed by issuance of a task order with a minimum of \$50/day liquidated damages clause during the duration of the respective task order. Consultant's effective rates at the date of issuance of a notice-to-proceed for the respective task order shall remain in effect until its completion.

At the City's sole option, an Extended Term of two (2) years may be approved to extend the agreement after the initial term, if approved by both parties.

RETURN OF PROPOSALS. Owner will not return any Proposals that are submitted.

ATTACHMENT A: SITE PLAN

CITY OF HOBBS, NEW MEXICO



Northeast Reclaimed Water Transmission Line - Hobbs, New Mexico

FIGURE 2





UTILITIES DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9315 bus
575-397-9370 fax

CITY OF HOBBS-RFP 488-17

FIRM _____

INTERVIEW QUESTIONS- March 9, 2017

- 1) Explain your firm's approach to Project based upon the information in the RFP. (1-5 points)

- 2) What innovative planning services have you employed in similar projects that may be beneficial to Project? (1-5 points)

- 3) What are the critical decision points you foresee in the Projects design? (1-5 points)

- 4) What time and cost-savings opportunities do you foresee in either the planning or design of Project? (1-5 points)

- 5) Within your firms' proposal, you identified sub-consultants to be utilized. Briefly describe the role of each sub-consultant on prior projects together with your firm. (1-5 points)

- 6) Within your firms' proposal, you identified personnel and their availability for this project. Will they be guaranteed to stay with this project for its duration?

REQUEST FOR PROPOSAL NUMBER 488-17
PROFESSIONAL ENGINEERING SERVICES; NE RECLAIMED WATER DISTRIBUTION SYSTEM

EVALUATION WORKSHEET

Criteria	Wt. Factor	IDEALS, Inc	Molzen Corbin, Inc	Pettigrew & Associates	Parkhill, Smith & Cooper, Inc	Souder Miller & Associates	Smith Engineering, Inc	Wilson & Company, Inc	West Texas Consultants
1. Specialized Design and Technical Competence									
Qualifications and resources of Proposer, including joint ventures, to provide the professional services requested.	30	21.25	27.75	24.75	27.50	24.75	25.75	26.25	22.25
2. Capacity & Capubility									
Capacity and capability of Proposer to perform the work, including any specialized additional services, within the Projects timeframes. Key Project personnel and their experience and role in developing reclaimed water infrastructure systems and the services being requested.	30	21.25	26.50	24.00	26.25	24.25	25.50	26.00	21.25
3. Past Record of Performance									
Past record of performance with respect to such factors as control of costs, quality of work, and ability to meet schedules.	20	18.00	17.00	16.00	18.00	19.00	17.00	18.00	18.00
4. Proximity to or Familiarity									
Proximity to, or familiarity with the area of Hobbs in which Project is located.	10	4.75	8.75	10.00	9.25	9.88	9.00	8.13	8.75
5. New Mexico Business									
The amount of work that will be produced by a New Mexico valid certified business within the State. 100% work performed by a New Mexico Resident Firm.	0-10 See RFP for breakdown	5.00	4.98	5.00	5.00	5.00	5.00	5.00	0.00
6. Current Volume of Work									
The volume of work previously done for the City of Hobbs which is not seventy-five percent complete with respect to professional engineering services (through bidding phase), with the objective of effecting an equitable distribution of contracts among qualified Proposers, however that the selection of Proposers be based upon that most qualified.	10	8.75	5.00	7.00	10.00	10.00	10.00	8.75	10.00
PROPOSAL RANKING SCORE									
	100	79.00	89.98	86.75	96.00	92.88	92.25	92.13	80.25
FORMAL INTERVIEW SCORE									
	30				29.25	28.50	26.25		
TOTAL SCORE									
	130				125.25	121.38	118.50		

Evaluation Committee:

Deborah Corral, Asst. Finance Director; Kevin Robinson, Development Director; Anthony Henry, Sr. Staff Engineer; Leo Wilson, WWRF Supt

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this _____ day of _____ 2017, by and between the City of Hobbs hereinafter referred to as the OWNER, and Parkhill, Smith & Cooper, Inc., hereinafter referred to as the ENGINEER. Contract becomes effective on the date of the last signature.

The OWNER intends to design and construct a Project which consists of a reclaimed water pipeline termed the Northeast Effluent Distribution Segment. Engineering services are needed to establish the route of the pipeline based upon geographical conditions, available right-of-ways, ecological conditions, potential reclaimed water users, and the projects' impact to the community during construction. Professional services include surveying and compiling of easements/right-of-way documents, performing an environmental assessment, modeling of the existing and proposed reclaimed water system, establishing pressure zones, and evaluating pumping requirements for a closed looped system with, and without, elevated storage. Engineer will develop drawings and technical specifications for Project with construction being phased in fundable segments. As Owner's representative, Engineer will participate in public and regulatory meetings to present Project. During construction of Project segments, construction administration and inspection services will be required.

Project is located in Lea County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture - Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any sub-agreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) OWNER and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, representatives of the Funding Agency, or other interested parties and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER, or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER, nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) ENGINEER'S opinions of probable Construction Cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any verification or adaptation as stated above, will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5. Changes

(a) The OWNER may, at any time, with prior approval of the Funding Agency, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the

event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final Payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages.
5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.

2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars [\$50.00] per day for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency (ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years

from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due ENGINEER and detailed in the Attachments without the OWNER AND FUNDING AGENCY prior written approval.

12. Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount \$1,000,000 for injury to any one person and amount \$1,000,000 on account of any one accident and in the amount specified in ATTACHMENT for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount specified in ATTACHMENT per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

13. Environmental Condition of Site

(a) Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances,

and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

(c) If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

Engineer will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Engineer's performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the

ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects

The ENGINEER and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within Lea County, New Mexico, in which OWNER is located.

21. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

SECTION B – ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

Engineering Services During the Planning Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

Engineering Services During the Design Phase

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.
3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.
4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or

further the OWNER's goals.

6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.
7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.
10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.
11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase- Not Applicable

Engineering Services During the Operation Phase- Not Applicable

SECTION C – ADDITIONAL ENGINEERING SERVICES

ADDITIONAL ENGINEERING SERVICES as detailed in Attachment IA shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES are included on Attachment IA. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the

contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to

protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.

2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.
3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
5. Appear before courts or boards on matters of litigation related to the project.
6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.
7. Prepare an operation and maintenance manual.
8. Provide construction-staking services.
9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.
12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.
13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.
14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

SECTION D – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

NONE

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.

ATTEST: _____

OWNER: CITY OF HOBBS


Name: Jan Fletcher
Title: City Clerk
Date: _____

Name: Sam Cobb
Title: Mayor
Date: _____

ATTEST: _____

ENGINEER: Parkhill, Smith & Cooper, Inc.

Type Name _____
Title _____
Date _____


Name: Brian Stephens, PE
Title: Firm Principal
Address: 115 W. Griggs Las Cruces, NM 88001
Date: 4/13/2017

REVIEWED: FUNDING AGENCY

Name: _____
By: _____
Name: _____
Date: _____

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the _____ day of _____, 2017, by and between the City of Hobbs (OWNER) and Parkhill, Smith & Cooper, Inc., (ENGINEER) the OWNER and ENGINEER agree this day of _____, 2017 that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

ATTACHMENT I – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

ATTACHMENT II – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

ATTACHMENT III - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

ATTACHMENT IV - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in ATTACHMENT I and ATTACHMENT II, shall not exceed \$661,778.00 without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

STANDARD HOURLY RATE WITH MAXIMUM method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in ATTACHMENT I-A, shall not exceed \$24,768.00 without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5. Contract Time under Section B. and for the purpose of Section A.8 shall be _____ calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER fifty dollars (\$50.00) (minimum fifty dollars [\$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See

attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of 1.08%. Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be done on a monthly basis.

The rest of the page is intentionally left blank

9. Signatures

IN WITNESS THEREOF, the parties herelo have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST: _____

Type Name Jan Fletcher
Title City Clerk
Date _____


OWNER: CITY OF HOBBS

By _____
Type Name: Sam D. Cobb
Title Mayor
Date _____

ATTEST: _____

Type Name _____
Title _____
Date _____

ENGINEER: PARKHILL SMITH & COOPER

By 
Type Name Brian Selms, P.E.
Title Principal
Address 4222 88th Street
Lubbock, Texas 79423
Date _____

REVIEWED: FUNDING AGENCY

NAME: _____
By _____
Type Name _____
Date _____

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Hobbs Reclaimed Water Dist.
 JOB NO.: Task 1-Attachment 1 Planning
 TASK: _____
 DATE: 06/05/17

FEE TYPE: Hourly Rate w/Max
 PREPARED BY: Brian Stephens
 PRINCIPAL: Brian Stephens
 PROJ. MANAGER: Ryan Kennerly

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 8.00%
 PROFIT ON DIRECTS: _____

TOTAL FEE:	\$468,274 <u>\$468,274</u>	LABOR:	<u>\$260,055</u>
LABOR:	<u>\$260,055</u>	DIRECTS:	<u>\$9,861</u>
OVERHEAD:	_____	SUBTOTAL:	<u>\$269,916</u>
REIMB. CONSULTANTS:	<u>\$183,665</u>	REIMB. FEE:	<u>\$198,358</u>
REIMB. EXPENSES:	_____	TOTAL FEE:	<u>\$468,274</u>
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	<u>\$9,861</u>		

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	129	\$29,412
03	Engineer	143	\$29,887
03	Engineer	542	\$101,896
07	Engineer in Training	492	\$63,960
13	Drafter	142	\$15,478
18	Clerical/PASS	13	\$1,118
03	Engineer	104	\$18,304

Task 1--Attachment 1 Planning

- **Scope:** PSC will provide planning phase services for the entire Northeast Distribution System Project. Planning services will include Digital Orthophoto Survey and Environmental Clearance for the selected route, Hydraulic Modeling of the pipeline route. Planning will also include Survey of Segment No. 1 (2,100 LF of pipeline).
- **Cost:** \$468,275
- **Duration:** 150 Days after NTP from City of Hobbs for Right of Entry (ROE) Permits

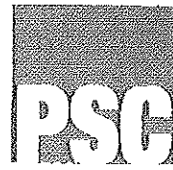
FEE ESTIMATING SHEET		PROJECT		JOB NO		TASK		CATEGORY OF PERSONNEL		DATE PER HOUR		General Fee \$164,118.00	
SALARY													
TASK		01	02	03	04	05	06	07	08	09	10	TOTAL	
	Total	\$110.00	\$120.00	\$130.00	\$140.00	\$150.00	\$160.00	\$170.00	\$180.00	\$190.00	\$200.00		
(Task #1)													
00 General Project Management													
01 Coordinate and Attend Monthly Progress Meetings/General Task Mgmt	0	40	0						2	40		122	
02 Prepare Monthly Progress Reports		15	15			30			2			72	
03 Prepare and Send Monthly Billing		10							5			15	
04 Attend Commission Meetings													
10 Pipeline Route Analysis/Assessment (City of Hobbs)													
1.1 Final Pipeline Route Selection													
1.2 Review previous and current proposed routes													
1.3 Coordinate Final Route													
1.4 Evaluate Current & Proposed Budgets													
1.5 Evaluate Current & Proposed Construction Costs													
1.6 Evaluate Land Costs													
1.7 Review Environmental Permitting Issues													
1.8 Total Life Cycle Costs of Project													
1.9 Total Length of Pipeline													
1.10 Topographic Constraints of Pipeline Route													
1.11 Total Number of Highway and Railway Crossings													
1.12 Evaluate Existing ROW versus Proposed Easements													
1.13 Surface Features of Proposed Route													
1.14 Known Underground Utilities locations to avoid													
1.15 Location of existing and Proposed Route users													
1.16 Evaluate what class of Use from Users													
1.17 Evaluate 500' from Route Lateral to User													
1.18 Location of Potential Readings Area													
1.19 Coordination with Lea County Staff													
1.20 Identification of Potable Water Wells along Route													
1.21 Identification of Non Potable Water Wells along Route													
1.22 Evaluate total number of Phases for Project													
P50 Communications & Multimedia Scope of Services													
Website Creation													
Content Implementation and Maintenance													
Project Updates													
Software Updates													
Coordination and City Media Staff													
Video Production													
Shooting													
Editing and Production													
Stills and Content Creation													
Interviews and Research													
Writing and Editing													
Social Media													
Type and Field and Number of Posts desired													
70 Public Meetings / Stakeholder Coordination													
21 Conduct one (1) Public Meeting	0	9	6					12		9		40	
22 Final route alignment for Pipelines													
23 Identify potential landowners/coordinate key issues													
24 Traffic Control Plan to 24 hour access for landowners													
25 Identify locations for equipment/material storage													
26 Disposal of Excess Fill along Route													
27 Coordinate future surface features with Landowners													
28 Prepare Meeting minutes & Key Design Issue List													
29 Prepare Final Memorandum to City Staff													
70 Coordinate with Lea County Staff													
30 Identify Final Tie in Points and Users													
31 Coordinate with City Staff on Current and Future Users	0	16	16	16	16	16	16	16					
32 538 Farms													
33 Neoma Foundation Basins (Emergency Disposal)													
34 Everglade Cemetery													
35 Occidental Petroleum South Flood Unit													
36 Harry McAdams Park - Major User					4	4	4	4					
37 Heath Wake Trail					1	1	2	2					
38 M/K Soccer Complex													
39 Rock Wind Golf Course													
310 Prairie Haven Cemetery													
311 NM Junior College													
312 Hobbs Country Club													
313 Za Park Casino Hotel and Raceback													
314 WWRF Imigation													
315 University of the Southwest													
316 Hobbs High School													
317 Taylor Ranch - Major User					4	4	4	4					
318 Del Hena Park - Major User					1	1	2	2					
319 Green Meadows Park					1	1	2	2					
320 Red Arson Park													
321 Fire Protection - Outlying Areas					1	1	2	2					
322 Identify Potential New Users - through Public Meetings					1	1	2	2					
323 Identify potential Usage Controls for user sites					1	1	2	2					
40 Extentment Assessments (Survey)													

4.1 Coordinate with John West Surveying Item 4.0 (See Attached Scope from John West Survey)										
5.0 Land Acquisition / Easements (Survey)										
5.1 Coordinate with John West Surveying Item 5.0 (See Attached Scope from John West Survey)										
6.0 Routing Analysis / Easement Assessment (Landmen)										
6.1 Coordinate with The Ross Group Item 6.0 (See Attached Scope from The Ross Group)										
7.0 Easement / ROW Permitting and Acquisition (Landmen)										
7.1 Coordinate with The Ross Group & Land Appraisal Firm Item 7.0 (See Attached Scope from The Ross Group) (See Attached Scope from Land Appraisal Firm)										
8.0 Hydraulic Modeling of the Effluent Reuse System										
8.1 Coordinate Pressure and Volume Testing (See Attached Air Party Testing Scope)	2	4	8	12	20					10
8.2 Attain 651 to 200,000 Gallon - Design Criteria					20					
8.3 1/2 Cycle Analyst					40					10
8.4 Collect EPDM Pump Station Information					16					4
8.5 Collect Pipeline Record Drawings, Specs, Valve Locations					24					6
8.6 Collect Storage Tank record drawings, Specs, SCADA					16					4
8.7 Hours and/or possible water demand history for reuse customers					20					10
8.8 Conduct Model in WaterCAD	16				100					12
8.9 Develop Modeling scenarios Existing / Proposed / Future Uses					40					
8.10 Use Model to determine preliminary pipeline alignment					40					
8.11 Provide Modeling Summary to City Staff for Design Recommendations		4	8	8				24		
8.12 Update Model with Record Drawing information for Construction					24					
9.0 Geotechnical Investigation										
9.1 Coordinate with Pettigrew & Associates - Item B.0 (See Attached Scope from Pettigrew & Associates) (See Attached Scope from Traffic Control Sub-Geotech Notes)										
10.0 Environmental Study										
10.1 Coordinate with Entreecon - Item 10.0 (See Attached Scope from Entreecon) (See Attached Scope from Traffic Control Sub-Environmental)										
11.0 Project Cost										
11.1 Develop EGPC-2017 - Dallas		4	8	8	4					4
11.2 Develop EGPC-2017 - DSHS-4 (Public Phase)										
11.3 Coordinate EGPC with City Staff										
11.4 Coordinate Delivery EGPC to Commission										
12.0 Funding (City of Hobbs)										
12.1 Coordinate with City Staff on all City Local and State Funding										
12.2 Travel with City Staff to meet funding officials										
12.3 Assist staff in coordinating multiple funding sources										
12.4 Work with City and funding agencies for reimbursement distribution										
12.5 Coordinate with Joseph Ellis - Item 12.0 (See Attached scope from Joseph Ellis)										
13.0 Deliverables (Total of 7 for Task at PRE O&M)										
Develop Outline for Report / Total of 3 Deliverables										
13.1 Initial Deliverable - Due 150 days after ROE documents have been established by COH										
13.1A Digital Orthophotos for entire MW Route	4	8	8	12	40					
13.1B Set BM's for Orthophotos entire route					4					2
13.1C Construction Survey for Segment No. 1	2	4			8					
13.1D Env. Report for entire route	4	8			4	8		2		
13.1E Hydraulic Model for entire route	4	8	8	4	4					
13.1F Coordinate Testing / SUC for Segment No. 1	4	8	8	4	4				2	
13.2 60% & Final Design										
13.2A 60% Design - (Due 45 days after completion of Deliverable #1)										
13.2B Final Design - (Due 70 days after completion of Deliverable #2)										
13.3 Final Cost/Funding (City of Hobbs)										
13.3A Finalize and Deliver Project EGPC-2017 - Dallas										
13.3B Funding Applications Submission / Timeline for Subsystem Plan										
BUDGET SUBTOTALS: SALARY	Total	26	123	143	542	497	147	13	101	1565
			\$22,412	\$27,892	\$101,836	\$40,068	\$15,478	\$1,112	\$18,334	\$270,055

FEE ESTIMATING SHEET		PROJECT	Hobby Reclaimed Water D/JOB NO		Task 1 Attachment 1 Part 1 TASK
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511	Land Man Consultant - City of Hobbs				
512	Land Appraisal Consultant - City of Hobbs				
513	Environmental Consultant (Tonscoot)				\$63,275
514	SUE Consultant (Tonscoot)				\$6,750
515	Geotechnical Testing Consultant (Polligron & Associates)				\$12,500
516	Surveying Consultant - Digital Orthophotos - Aerotech Mapping				\$100,780
	Surveying Consultant (Border Marks for Digital Orthophotos) - John West				
	Surveying Consultant, Construction Surveying - John West				
TOTAL REIMBURSABLE CONSULTANTS					\$183,665
REIMBURSABLE EXPENSES					
521	Travel				
	Motel	Days @	Men @	/Monday	
	Air Travel	Air Fare @	Men @	/Man	
	Parking	Days @	/Day		
	Car Rental	Days @	/Day		
	Mileage	Miles @	@	/Trips	
					SUBTOTAL
522	Reproductions				
	Black and White Prints				
	34" x 22"	Sheets @	\$2.25 /Sheet @	Sets @	
	36" x 24"	Sheets @	\$2.55 /Sheet @	Sets @	
	42" x 30"	Sheets @	\$3.00 /Sheet @	Sets @	
	Other	Sheet @	\$0.35 /Sheet @	Sets @	
	Printing				
	Set Up Fee	Originals @	\$0.15 /Sheet @	Submittals @	
	8-1/2" x 11" BAW	Originals @	\$0.08 /Sheet @	Sets @	
	8-1/2" x 11" Color	Originals @	\$0.50 /Sheet @	Sets @	
	11" x 17" BAW	Originals @	\$0.16 /Sheet @	Sets @	
	11" x 17" Color	Originals @	\$1.00 /Sheet @	Sets @	
	Binding Cost	Sets @	\$2.00 /Set @		
	Laminating	Sets @	\$2.00 /Sheet @		
	Scan to file				
	Burn to CD/DVD	CD/DVD @	\$13.50 /each @		
	Scan Specs	Originals @	\$0.15 /Sheet @		
	Scan Drawings	Originals @	\$1.50 /Sheet @		
					SUBTOTAL
523	Models/Renderings/Photos		Shots @	/Shot	
524	Telephone	Calls @	/Call		
525	Meals	Days @	Men @	/Monday	
526	Field Supplies				
528	Postage	Makings @	(Makings)		
529	Publications				
530	Misc Reimbursable Exp				
531	Fax	Pages @			
532	Temporary Personnel				
533	Drafting Supplies				
534	Office Supplies				
535	CADD	13 Hours @	/Hour		
536	Field Equip Rental				
537	Interior Design Items				
539	IRA Gross Receipt Tax				
547	Computer Supplies				
TOTAL REIMBURSABLE EXPENSES					

FEE ESTIMATING SHEET		PROJECT	Hobbs Reclaimed Water D JOB NO		Task 1 Attachment 1 Phase 1A 1	
DIRECT CONSULTANT COSTS						
611	Structural Consultant					SUBTOTAL
612	Mech/Elec Consultant					
613	Environ/Civil Consultant					
614	Architectural Consultant					
615	Testing Consultant					
616	Surveying Consultant					
618	Other Consultant					
TOTAL DIRECT CONSULTANTS						
DIRECT EXPENSES						
621	Travel					
	Hotel	25 Days @	1 Man @	\$150.00 /Monday		\$3,750.00
	Air Travel	Air Fare @	Man @	/Man		
	Parking	Days @	/Day			
	Car Rental	26 Days @	\$120.00 /Day			\$3,120.00
	Mileage	215 Miles @	\$0.535 @	26 Trips		\$9,990.65
SUBTOTAL						\$9,861
622	Reproductions					
	Blackline Prints					
	34" x 22"	Sheets @	\$2.25 /Sheet @	Sets @		
	36" x 24"	Sheets @	\$2.55 /Sheet @	Sets @		
	42" x 30"	Sheets @	\$3.00 /Sheet @	Sets @		
	Other	Sheet @	\$0.35 /Sheet @	Sets @		
	Printing					
	Set Up Fee	Originals @	\$0.15 /Sheet @	Submissions @		
	8-1/2" x 11" B&W	Originals @	\$0.08 /Sheet @	Sets @		
	8-1/2" x 11" Color	Originals @	\$1.50 /Sheet @	Sets @		
	11" x 17" B&W	Originals @	\$0.16 /Sheet @	Sets @		
	11" x 17" Color	Originals @	\$1.00 /Sheet @	Sets @		
	Binding Cost	Sets @	\$2.00 /Set			
	Laminating	Sets @	\$2.00 /Set			
	Scan to file					
	Burn to CD/DVD	CD/DVD @	\$13.50 /each			
	Scan Specs	Originals @	\$0.15 /Sheet			
	Scan Drawings	Originals @	\$1.50 /Sheet			
SUBTOTAL						
623	Models/Renderings/Photos		Shots @	Shot		
624	Teleconferencing	Calls @	/Call			
625	Meals	Days @	Man @	/Monday		
626	Field Supplies					
628	Postage	Mailings @	/Mailing			
629	Publications					
630	Misc Reimbursable Exp					
631	Fax	Pages @				
632	Temporary Personnel					
633	Drafting Support					
634	Office Supplies					
635	CADD	10 Hours @	/Hour			
636	Field Equip Rental					
636	Interior Design Items					
636	RM Gross Receipt Tax					
647	Computer Supplies					
TOTAL DIRECT EXPENSES						\$9,861

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Hobbs Reclaimed Water Dist.
 JOB NO.: Task I Attachment II Design
 TASK: _____
 DATE: 06/05/17

FEE TYPE: Hourly Rate w/Max
 PREPARED BY: Brian Stephens
 PRINCIPAL: Brian Stephens
 PROJ. MANAGER: Ryan Kennerly

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: _____
 PROFIT ON DIRECTS: _____

<p>TOTAL FEE: \$193,504 ^{\$193,500}</p> <p>LABOR: <u>\$191,059</u></p> <p>OVERHEAD: _____</p> <p>REIMB. CONSULTANTS: _____</p> <p>REIMB. EXPENSES: _____</p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: <u>\$2,445</u></p>	<p>LABOR: <u>\$191,059</u></p> <p>DIRECTS: <u>\$2,445</u></p> <p>SUBTOTAL: <u>\$193,504</u></p> <p>REIMB. FEE: _____</p> <p>TOTAL FEE: <u>\$193,504</u></p>
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LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	123	\$28,044
03	Engineer	148	\$30,932
03	Engineer	160	\$30,080
07	Engineer in Training	284	\$36,920
13	Drafter	320	\$34,880
18	Clerical/PASS	57	\$4,859
03	Engineer	144	\$25,344

Task 1—Attachment II Design

- **Scope:** PSC will provide Design phase services for Segment No. 1 (2,100 LF of Pipeline). PSC will provide construction plans and specifications for a 60% design Submittal and a Final design Submittal.

- **Cost:** \$193,500

- **Duration:**

60% Submittal—45 days after Completion of Deliverable #1

Final Submittal—30 days after Completion of Deliverable #2

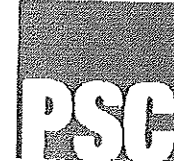
Current Fee: \$123,564.00

TASK	CATEGORY OF PERSONNEL RATE PER HOUR							TOTAL
	01	02	03	04	05	06	07	
	\$72.00	\$22.00	\$18.00	\$12.00	\$10.00	\$8.00	\$6.00	
(Task #)								
0.0 General Project Management								
0.1 Coordinate and Attend Monthly Progress Meetings/General Task Mgmt		24	24				24	24
0.2 Prepare Monthly Progress Report		4	4				4	4
0.3 Prepare and Send Monthly Billing		5					5	5
0.4 Attend Commission Meetings							2	2
1.0 Pipeline Route Analysis/Estimation Assessment (City of Hobbs)								
1.1 Final Pipeline Route Selection								
1.2 Review previous and current proposed routes								
1.3 Coordinate Final Route								
1.4 Evaluate Current & Proposed Budgets								
1.5 Evaluate Current & Proposed Construction Costs								
1.6 Evaluate Land Costs								
1.7 Review Environmental Permitting Issues								
1.8 Total Life Cycle Costs of Project								
1.9 Total Length of Pipeline								
1.10 Topographic Constraints of Pipeline Route								
1.11 Total Number of Highway and Railway Crossings								
1.12 Evaluate Existing ROW versus Proposed Easements								
1.13 Surface Features of Proposed Route								
1.14 Known Underground Utilities/Obstacles to Avoid								
1.15 Location of Existing and Proposed Route Users								
1.16 Evaluate what class of Use from Users								
1.17 Evaluate 500' from House Lateral to User								
1.18 Location of Potential Leachages sites								
1.19 Coordination with Lea County Staff								
1.20 Identification of Possible Water Wells along Route								
1.21 Identification of Non-Potable Water Wells along Route								
1.22 Evaluate total number of Phases for Project								
P&C Communications & Multimedia Scope of Services								
Website Creation								
Content Implementation and Maintenance								
Project Updates								
Software Updates								
Coordination and City Media Staff								
Video Production								
Shooting								
Editing and Production								
Stories and Content Creation								
Interviews and Research								
Writing and Editing								
Social Media								
Type and Feed and Number of Posts delivered								
2.0 Public Meetings / Stakeholder Coordination								
2.1 Conduct one (1) Public Meeting								
2.2 Final route alignment for Pipeline								
2.3 Identify potential Usage when coordinate key issues								
2.4 Traffic Control Plan to 24 hour access for landowners								
2.5 Identify locations for equipment/material storage								
2.6 Disposal of Excess Fill along Route								
2.7 Coordinate future surface features with Landowners								
2.8 Prepare Meeting minutes & Key Design Issues List								
2.9 Prepare Final Memorandum to City Staff								
2.10 Coordinate with Lea County Staff								
3.0 Identify Final Tie In Points and Users								
3.1 Coordinate with City Staff on Current and Future Users								
3.2 S&H Farms								
3.3 Nadeau Foundation Basins (Emergency Disposal)								
3.4 Everglade Cemetery								
3.5 Decker's Petroleum South Food Unit								
3.6 Harry McDermott Park - Major User								
3.7 Hersh Walk Trail								
3.8 NUK Soccer Complex								
3.9 Rock Wood Golf Course								
3.10 Prairie Haven Cemetery								
3.11 NM Junior College								
3.12 Hobbs County Club								
3.13 Zia Park, Cason Hotel and Reoback								
3.14 WWRP Irrigation								
3.15 University of the Southwest								
3.16 Hobbs High School								
3.17 Taylor Ranch - Major User								
3.18 Dal Home Park - Major User								
3.19 Orion Meadows Park								
3.20 Red Arson Park								
3.21 Fire Protection - Outlying Areas								
3.22 Identify Potential New Users through Public Meetings								
3.23 Identify potential Usage Controls for user sites								
4.0 Easement Assessments (Survey)								

4.1	Coordinate with John West Surveying Item 4.0 (See Attached Scope from John West Survey)										
5.0	Land Acquisition / Easements (Survey)										
5.1	Coordinate with John West Surveying Item 5.0 (See Attached Scope from John West Survey)										
6.0	Routing Analysis / Easement Assessment (Landman)										
6.1	Coordinate with The Ross Group Item 6.0 (See Attached Scope from The Ross Group)										
7.0	Easement / ROW Permitting and Acquisition (Landman)										
7.1	Coordinate with The Ross Group & Land Appeal Form Item 7.0 (See Attached Scope from The Ross Group) (See Attached Scope from Land Appeal Form)										
8.0	Hydraulic Modeling of the Effluent Reuse System										
8.1	Coordinate Pressure and Volume Testing (See Attached 3rd Party Testing Scope)										
8.2	Assume EST to 500 GPD Design Criteria										
8.3	Use Cycle Analysis										
8.4	Collect Effluent Pump Station Information										
8.5	Collect Pumping Record Drawings, specs, Valve Information										
8.6	Collect Storage tank record drawings, specs, SCADA										
8.7	Review and/or possible water demand history for reuse customers										
8.8	Construct Model in Valsoft QEMS										
8.9	Develop Modeling scenarios - Existing / Proposed / Future User										
8.10	Use Model to determine preliminary piping alignment										
8.11	Provide Modeling Summary to City Staff with Design Recommendations										
8.12	Update Model with Record Drawing information post Construction										
9.0	Geotechnical Investigation										
9.1	Coordinate with Pentagrow & Associates Item 9.0 (See Attached Scope from Pentagrow & Associates) (See Attached Scope from Traffic Control Sub-Attachment Notes)										
10.0	Environmental Study										
10.1	Coordinate with Terrecen Item 10.0 (See Attached Scope from Terrecen) (See Attached Scope from Traffic Control Sub-Attachment Notes)										
11.0	Project Cost										
11.1	Develop EOPC - 2017 - Dollars										
11.2	Develop EOPC - 2017 - Dollars (Utilities Portion)										
11.3	Coordinate EOPC with City Staff										
11.4	Coordinate / Deliver EOPC to Commission										
12.0	Funding (City of Hobbs)										
12.1	Coordinate with City Staff on available Local and State Funding										
12.2	Travel with City Staff to meet funding officials										
12.3	Attend staff meeting regarding available funding sources										
12.4	Work with City and funding agencies for reimbursement coordination										
12.5	Coordinate with Joseph Ellis Item 12.0 (See Attached scope from Joseph Ellis)										
13.0	Deliverables (Total of 2 for Year #1 PRE-DESIGN)										
Develop Outline for Report / Total of 3 Deliverables											
13.1	Initial Deliverables - Due 150 days after BOE documents have been established by (CON)										
13.1A	Digital Outprints for entire MA Route										
13.1B	541 BMA for On-Off route entire route										
13.1C	Construction Survey for Segment No. 1										
13.1D	Env. Report for entire route										
13.1E	Hydraulic Model for entire route										
13.1F	Coordinate Testing / SUE for Segment No. 1										
13.2	60% & Final Design										
13.2A	60% Design - (Due 45 days after completion of Deliverable #1)	2	45	60	80	140	160	24	60		
13.2B	Final Design - (Due 30 days after completion of Deliverable #2)	2	45	60	80	140	160	24	60		
13.3	Final Costs/Funding (City of Hobbs)										
13.3A	Finalize and Deliver Project EOPC - 2017 - Dollars										
13.3B	Funding Applications Submitted / Terms for Submission Plan										
BUDGET SUBTOTALS - HOURS		Total	2	12	140	160	284	324	67	144	1200
BUDGET SUBTOTALS - DOLLARS				\$78,000	\$20,400	\$20,400	\$28,900	\$31,000	\$1,050	\$25,314	\$101,050

FEE ESTIMATING SHEET		PROJECT	Hobby Reclaimed Water D JOB NO			Task 1 Attachment # Desig	TASK
DIRECTS							
DIRECT CONSULTANT COSTS							SUBTOTAL
611	Structural Consultant						
612	Mech/Elec Consultant						
613	Environ/Civil Consultant						
614	Architectural Consultant						
615	Testing Consultant						
616	Surveying Consultant						
618	Other Consultant						
TOTAL DIRECT CONSULTANTS							
DIRECT EXPENSES							
621	Travel						
	Mile	Days @		Mon @		Manday	
	Air Travel	Air Fare @		Mon @		Man	
	Parking	Days @		/Day			
	Car Rental	7 Days @	\$120.00				
	Mileage	215 Miles @	\$0.535			7 Trips	\$840.00
						SUBTOTAL	\$605.16
622	Reproductions						
	Blackline Prints						
	34" x 22"	20	Sets @	\$2.25 /Set @		2 Sets =	\$90.00
	36" x 24"		Sets @	\$2.55 /Set @		Sets =	
	42" x 30"		Sets @	\$3.00 /Set @		Sets =	
	Other		Set @	\$0.35 /Set @		Sets =	
	Printing						
	Set Up Fee	500	Originals @	\$0.15 /Set @		2 Submittals =	\$150.00
	8-1/2" x 11" B&W		Originals @	\$0.08 /Set @		Sets =	
	8-1/2" x 11" Color	600	Originals @	\$0.50 /Set @		Sets =	\$500.00
	11" x 17" B&W		Originals @	\$0.16 /Set @		Sets =	
	11" x 17" Color	20	Originals @	\$1.00 /Set @		2 Sets =	\$40.00
	Binding Cost	10	Sets @	\$2.00 /Set @			\$2.00
	Laminating		Sets @	\$2.00 /Set @			
	Scan to file						
	Burn to CD/DVD		CD/DVD @	\$13.50 /each @			
	Scan Specs		Originals @	\$0.15 /Set @			
	Scan Drawings		Originals @	\$1.50 /Set @			
						SUBTOTAL	\$900
623	Models/Renderings/Photos			Shots @		Shot	
624	Telephone			/Call			
625	Mails						
626	Field Supplies						
628	Postage						
629	Publications						
630	Misc Reimburseable Exp						
631	Fax						
632	Temporary Personnel						
633	Drafting Supplies						
634	Office Supplies						
635	CADD	57	Hours @				
636	Field Equip Rental						
638	Interior Design Items						
639	NM Gross Receipt Tax						
647	Computer Supplies						
TOTAL DIRECT EXPENSES							\$2,345

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET



LOCATION CODE: 01
 PROJECT NAME: Hobbs Reclaimed Water Dist.
 JOB NO.: Task 1 Attachment 1A Additional Seivces
 TASK: _____
 DATE: 06/05/17

FEE TYPE: Hourly Rate w/Max
 PREPARED BY: Brian Stephens
 PRINCIPAL: Brian Stephens
 PROJ. MANAGER: Ryan Kennerly

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: _____
 PROFIT ON DIRECTS: _____

TOTAL FEE:	\$64,750 <u>\$24,768</u>	LABOR:	<u>\$24,768</u>
LABOR:	<u>\$24,768</u>	DIRECTS:	_____
OVERHEAD:	_____	SUBTOTAL:	<u>\$24,768</u>
REIMB. CONSULTANTS:	_____	REIMB. FEE:	_____
REIMB. EXPENSES:	_____	TOTAL FEE:	<u>\$24,768</u>
DIRECT CONSULTANTS:	_____		
DIRECT EXPENSES:	_____		

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
03	Engineer		
03	Engineer		
07	Engineer in Training		
13	Drafter		
18	Clerical/PASS	288	\$24,768
03	Engineer		

Task 1—Attachment 1A-Additional Services

- **Scope:** PSC will provide Website and multimedia series for creation of a project specific Website to communicate effectively with the Citizens of Hobbs throughout the Project. This task would cover creation of the website, and initial content. Ongoing maintenance and content of the website would be provided under future CPS tasks as directed by the City of Hobbs.

- **Cost:** \$24,750

- **Duration:** Concurrent with task no. 1—Planning

FEE ESTIMATING SHEET

PROJECT

WORK ORDER NO. 14-00000 (Contract to be used for T&E)

Current Fee
\$24,748.34

SALARY

CATEGORY OF PERSONNEL
RATE PER HOUR

TASK	PP	EO	GS	BT	CONF	OFFIC	UN	TOTAL
	01	03	10	01	11	10	03	
	\$155.00	\$129.00	\$185.00	\$310.00	\$122.00	\$200.00	\$176.00	
(Task #1)								
00 General Project Management								
01 Coordinate and Attend Monthly Progress Meetings/General Task Meetings								
02 Prepare Monthly Progress Reports								
03 Prepare and Send Monthly Billing								
04 Attend Commission Meetings								
10 Pipeline Route Analysis/Estimate Assessment (City of Hobbs)								
1.1 Final Pipeline Route Selection								
1.2 Review previous and current proposed routes								
1.3 Coordinate Final Route								
1.4 Evaluate Current & Proposed Budgets								
1.5 Evaluate Current & Proposed Construction Costs								
1.6 Evaluate Land Costs								
1.7 Review Environmental Permitting Issues								
1.8 Total Life Cycle Costs of Project								
1.9 Total Length of Pipeline								
1.10 Topographic Constraints of Pipeline Route								
1.11 Total Number of Highway and Railway Crossings								
1.12 Evaluate Existing ROW versus Proposed Easements								
1.13 Surface Features of Proposed Route								
1.14 Known Underground Utilities Locations to Avoid								
1.15 Location of existing and Proposed Reuse Users								
1.16 Evaluate what data of Use from Users								
1.17 Evaluate 500' from Reuse Lateral to User								
1.18 Location of Potential recharge rates								
1.19 Coordination with Lea County SUD								
1.20 Identification of Possible Water Wells along Route								
1.21 Identification of Non Potable Water Wells along Route								
1.22 Evaluate total number of Poles for Project								
PBC Communications & Multimedia Scope of Services								
Website Creation								
Content Implementation and Maintenance						20		20
Project Updates						72		72
Software Updates						30		30
Coordination and City Media Staff						24		24
Video Production						16		16
Shooting								
Editing and Production						24		24
Scripts and Content Creation						24		24
Interviews and Research								
Writing and Editing						24		24
Social Media						24		24
Type and Feed and Number of Posts Desired								
20 Public Meetings / Stakeholder Coordination						30		30
2.1 Conduct one (1) Public Meeting								
2.2 Final route alignment for Pipeline								
2.3 Identify potential landowners/coordinate lay issues								
2.4 Traffic Control Plan to 24 hour access for landowners								
2.5 Identify locations for equipment/material storage								
2.6 Disposal of Excess Fill along Route								
2.7 Coordinate future surface features with Landowners								
2.8 Prepare Meeting minutes & May Design Issue List								
2.9 Prepare Final Memorandum to City Staff								
2.10 Coordinate with Lea County SUD								
30 Identify Final Tie-In Points and Users								
3.1 Coordinate with City Staff on Current and Future Users								
3.2 SUD Farms								
3.3 Nadine Foundation Basins (Emergency Disposal)								
3.4 Everglades Cemetery								
3.5 Occidental Petroleum South Flood Unit								
3.6 Henry McAdams Park - Major User								
3.7 Health Vets Trail								
3.8 MLK Soccer Complex								
3.9 Rock Wind Golf Course								
3.10 Prana Haven Cemetery								
3.11 NM Junior College								
3.12 Hobbs Country Club								
3.13 Zia Park Casino Hotel and Race track								
3.14 WWRP Irrigation								
3.15 University of the Southwest								
3.16 Hobbs High School								
3.17 Taylor Ranch - Major User								
3.18 Del Hobbs Park - Major User								
3.19 Green Meadows Park								
3.20 Red Arson Park								
3.21 Fire Protection - Outlying Areas								
3.22 Identify Potential New Users through Public Meetings								
3.23 Identify potential Users/Corporals for users								
40 Estimate Assessments (Survey)								

- 4.1 Coordinate with John West Surveying Item 4.0
(See Attached Scope from John West Survey)
- 5.0 Land Acquisition / Easements (Survey)
- 5.1 Coordinate with John West Surveying Item 5.0
(See Attached Scope from John West Survey)
- 6.0 Routing Analysis / Easement Assessment (Landmark)
- 6.1 Coordinate with The Ross Group Item 6.0
(See Attached Scope from The Ross Group)
- 7.0 Easement / ROW Permitting and Acquisition (Landmark)
- 7.1 Coordinate with The Ross Group & Land Accesses Item 7.0
(See Attached Scope from The Ross Group)
(See Attached Scope from Land Accesses Item)
- 8.0 Hydraulic Modeling of the Effluent Reuse System
- 8.1 Coordinate Pressure and Volume Testing
(See Attached 3rd Party Testing Scope)
- 8.2 Assume EST is 500,000 Gallon--Design Criteria
- 8.3 Life Cycle Analysis
- 8.4 Collect Effluent Pump Station Information
- 8.5 Collect Pipeline Record Drawings, (spec, Valve Locations)
- 8.6 Collect Storage Tank record drawings, (spec, SCADA)
- 8.7 Review and set potable water demand history for reuse customers
- 8.8 Create a Model in WaterGEMS
- 8.9 Develop Modeling scenarios: Existing / Proposed / Future Uses
- 8.10 Use Model to determine preliminary pipeline alignment
- 8.11 Provide Modeling Summary to City Staff with Design Recommendations
- 8.12 Update Model with Record Drawing information post Construction
- 9.0 Geotechnical Investigation
- 9.1 Coordinate with Pattigrew & Associates Item 9.0
(See Attached Scope from Pattigrew & Associates)
(See Attached Scope from Traffic Control Sub-District Holist)
- 10.0 Environmental Study
- 10.1 Coordinate with Terracon Item 10.0
(See Attached Scope from Terracon)
(See attached Scope from Traffic Control Sub-Environment)
- 11.0 Project Cost
- 11.1 Develop EOPC--2017--Dobson
- 11.2 Develop EOPC--2017--Dobson (Mutual Project)
- 11.3 Coordinate EOPC with City Staff
- 11.4 Coordinate / Deliver EOPC to Commission
- 12.0 Funding (City of Hobbs)
- 12.1 Coordinate with City Staff on available Local and State Funding
- 12.2 Travel with City Staff to meet funding officials
- 12.3 Assist staff in coordinating multiple funding sources
- 12.4 Work with City and funding agencies for reimbursement coordination
- 12.5 Coordinate with Joseph Edwards Item 12.0
(See Attached scope from Joseph Edwards)
- 13.0 Deliverables (Total of 2 for Task at PRE-BID)
- Develop Outline for Report / Total of 3 Deliverables
- 13.1 Initial Deliverable--Due 150 days after RDE documents have been established by (COH)
 - 13.1A Digital Orthophotos for entire Mile Route
 - 13.1B Set BUA for Orthophotos entire route
 - 13.1C Construction Survey for Segment No. 1
 - 13.1D Env. Report for entire route
 - 13.1E Hydraulic Model for entire route
 - 13.1F Coordinate Testing / BUE for Segment No. 1
- 13.2 60% & Final Design
 - 13.2A 60% Design--(Due 45 days after completion of Deliverables 11-13.1B)
 - 13.2B Final Design--(Due 30 days after completion of Deliverables 11-13.1B)
- 13.3 Final Costs/Funding (City of Hobbs)
 - 13.3A Prepare and Deliver Project EOPC--2017--Dobson
 - 13.3B Funding Applications Submitted / Timeline for Submission Plan

BUDGET SUBTOTALS	HOURS	FTEs	2017	2018
	SALARY			
			233	283
			524,708	574,788



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2017

SUBJECT: RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY AND SINGLE FAMILY UNIT PRODUCTION MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE PROGRAM FOR FISCAL YEAR 2018.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 1, 2017
SUBMITTED BY: JJ Murphy - City Manager

Summary: The Market Rate Multi-family & Single family Unit Production Incentive Program, as presented herein, is based upon past Development Agreements approved by the Commission, and reflect those tenents within past DA's that Staff feels were deemed desirable by the Commission.

RFP #440-11 was published on November 10, 2011 advertising to the Development Community the Municipalities need for Multi-Family housing. The first Development Agreement in response to RFP #440-11 was approved on February 21, 2012 and subsequently a total of \$3,872,886.06 has been appropriated towards Development Agreements incentivizing the production of Market Rate Housing valued at approximately \$91,774,551.00 (incentive = 4.22% +/- of total value) by participating in the installation of Municipal infrastructure. When all amounts allocated above are fully disbursed the community will have added 997 new Multi-family Housing Units.

RFP #443-12 incentivizing the production of Market Rate Single Family housing was published on June 5, 2012. The Commission has appropriated \$4,355,805.00 towards Development Agreements to produce 296 units of this type of housing actual disbursements have totaled \$2,851,570.62 producing 296 units of new single family housing.

Development Agreements cannot be encumbered until final 2018 DFA Approval.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

Currently in the Final FY18 budget is the following with final carry overs and line item adjustments.

\$500,000 Single Family Housing
\$0 Market Rate Housing
\$100,000 Affordable Housing.

Individual Development Agreements will be presented to the Commission for consideration in order to encumber expenses.

Attachments: Resolution, Incentive Programs.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Consideration of the Resolution to approve the Incentive Program attached hereto.

Approved For Submittal By:

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. 6579

A RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY AND SINGLE FAMILY UNIT PRODUCTION MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE PROGRAM FOR FISCAL YEAR 2018.

WHEREAS, the City of Hobbs recognizes the need for an adequate supply of market rate rental and single family housing units; and

WHEREAS, the City of Hobbs also recognizes the negative impacts that an inadequate supply of market rate rental and single family housing units has on the local and regional economy; and

WHEREAS, the City of Hobbs finds that the production of market rate rental and single family housing units is in the best interest of the Municipality.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs hereby approves and adopts the market rate multi-family and single family unit production municipal infrastructure reimbursement incentive program for fiscal year 2018, as attached hereto and made part of this resolution.

PASSED, ADOPTED AND APPROVED this 1st day of August, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

2018 - Market Rate Multi-Family & Single Family Unit Production

Municipal Infrastructure Reimbursement - Incentive Program

Program Highlights:

1. **Yearly Program Budget:** City Commission will determine funding levels for this program and may increase or decrease levels from time to time.
2. **Development Agreement:** Each encumbrance to the budget will be supported by a Commission approved Development Agreement.
3. **Incentives** are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2017 are eligible through 12/31/2017.
 - a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
 - b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
 - c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 1. **Water** (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer** (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street** (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk**:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;
4. **Development Agreement:** Incentive not to exceed \$100,000.00 per Development Agreement. A Developer holding an active incentive DA shall be required to complete no less than 75% of the DA prior to being a party to a new Incentive Development Agreement. The term for any development agreement shall be limited to 6 months, unless otherwise approved by the City Commission.
5. **Time of Disbursement:** Funds to be disbursed after issuance of Certificate of Occupancies per unit.

**NOTE: Infrastructure proposed to be installed that is deemed to be oversized may require a separate Development Agreement approved by the Commission, outside of this program, as per the City of Hobbs Utility Service Policy Article III, B-6.*



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2017

SUBJECT: A RESOLUTION ESTABLISHING A LIVESTREAM POLICY
DEPT. OF ORIGIN: Information Technology Department
DATE SUBMITTED: July 25, 2017
SUBMITTED BY: Ron Roberts, IT Director and Meghan Mooney, Communications Director

Summary: The city hosts regularly scheduled City of Hobbs Commission meetings on the first and third Mondays of every month, as well as several Special City Commission meetings and City Commission Work Sessions throughout the year in the Commission Chambers in the Hobbs City Hall Annex. During these meetings, discussions occur between members of the City Commission, City Staff, and at times members of the public. These discussions can affect residents of the city of Hobbs, as well as those in surrounding communities.

In order to make this information more accessible to all parties interested and affected, the City of Hobbs invested in a Livestream video recording system. This system is used to livestream said meetings held in the Commission Chambers and then archives them online to be viewed at a later time and/or date. These recordings make the information and conversations held accessible to all individuals. This proposed policy would formally establish that all City of Hobbs Commission meetings, Special City of Hobbs Commission meetings, and City Commission Work Sessions held in the Commission Chambers to be recording via the Livestream system then archived and made available on the City of Hobbs' website at www.hobbsnm.org.

Fiscal Impact:

Reviewed By:  Finance Department

This fiscal impact of this policy to the City of Hobbs is approximately \$4,644.00. This amount is defined by the annual fee for the Livestream system of \$2,388.00 and the cost of an IT employee running the system for an average of 2 hours/meeting with 2 meetings a month for a total of 24 meetings a year at an overtime rate of \$47/hour for a total of \$2,256.00/year.

Attachments:

- Resolution
- Proposed Livestream Media Policy

Legal Review:

Approved As To Form:  City Attorney

Recommendation:

Approve the proposed Resolution and Livestream Media Policy.

Approved For Submittal By:


Department Director

Department Director


City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6580

A RESOLUTION ESTABLISHING
LIVESTREAM MEDIA POLICY

WHEREAS, the City of Hobbs Commission held a work session to discuss a policy regarding usage of the livestream system; and

WHEREAS, the City of Hobbs wishes to establish a policy of livestreaming City of Hobbs Commission meetings, Special City of Hobbs Commission meetings, and City of Hobbs Commission Work Sessions; and

WHEREAS, all on-site recorded meetings held in the Commission Chambers of the City Hall Annex will be livestreamed then archived and available for viewing at a later time and date, and;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to approve the Livestream Media Policy, attached hereto as Exhibit "1".

PASSED, ADOPTED AND APPROVED this 7th day of August, 2017.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



LIVESTREAM POLICY

I. PURPOSE

- A. The purpose of the Livestream Media Policy is to define the extent and limits of livestreaming and archiving recorded meetings.

II. POLICY

- A. It is the policy of the City of Hobbs (City) to maintain use of livestream video equipment as a means of better serving the citizens of Hobbs, as well as all interested in and affected by the content discussed and decided upon during official public meetings.
- B. All City Commission meetings, Special City Commission meetings, and City Commission Work Sessions held in the Commission Chambers of the Hobbs City Hall Annex will be livestreamed to the City's website, www.hobbsnm.org. Shortly after the conclusion of the meeting and said livestreaming, the recorded meeting will be archived to the City's website.
- C. This policy shall remain in effect as long as the City is under contract with Livestream for the purposes of recording meetings.

III. RESPONSIBILITIES

- A. IT Director and Communications Director
The IT Director and Communications Director are to ensure the content and language of recorded meetings archive to the City's website is appropriate for all viewership.

IV. PROCEDURES

- A. Livestreaming Meetings
 - a) An assigned employee of the IT Department will begin, monitor, and end livestreaming of all livestreamed meetings.
 - b) Monitoring the livestreaming meetings includes control of the camera views.
- B. Archiving Recorded Meetings
 - a) The employee assigned to livestreaming of meetings will be responsible for immediately archiving the meetings to the designated area on the City's website.
 - b) This assigned employee and the City's Web Page Specialist, or another assigned employee of the IT Department, will ensure the posting of archived meetings to the City's website as soon as possible.