

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

September 3, 2019



Hobbs City Commission
Regular Meeting
City Hall, City Commission Chamber
200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico
Tuesday, September 3, 2019 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Christopher R. Mills
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Dwayne Penick
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 August 19, 2019, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Presentation of Awards from the NMRPA Conference
 - ▶ Aquatics International
 - ▶ A.I.A. Award
 - ▶ LEED Certification
 - ▶ NMRPA Awards:
 - Host City
 - CORE Facility Design
 - Kudos Award for Print Media - *The Guide*
 - 2019 Elected Official of the Year Award - Mayor Sam Cobb

3. Promotion of Adam Marinovich to Captain, Hobbs Fire Department (*Barry Young, Deputy Fire Chief*)
4. Proclamation Honoring 90 Years of Excellence - Hobbs Fire Department (*Barry Young, Deputy Fire Chief*)

PUBLIC COMMENTS (*Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.*)

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.*)

5. Resolution No. 6841 - Authorizing the Disposition of Obsolete, Worn-Out and Unusable Personal Property (*Toby Spears, Finance Director*)
6. Consideration of Approval Authorizing a Sole-Source Purchase of Controllers for 32 Traffic Signals from Intelight at a Cost of \$75,840.00 (*Todd Randall, City Engineer*)
7. Consideration of Approval of a Memorandum of Agreement with the Hobbs Municipal Schools for Transportation Services and Use of the Teen Center for the 21st Century Community Learning Centers Grant (*Doug McDaniel, Parks and Recreation Director*)
8. Resolution No. 6842 - Authorizing the Replat of Lots 20, 21 and 22, Block 68 of the Original Hobbs Subdivision and Affirming a Variance Granted by the Planning Board Allowing a Subdivision of Property Creating a Lot Containing a Detached Structure Less than 35' in Width (*Kevin Robinson, Planning Department*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

9. Resolution No. 6843 - (*Tabled Item from August 19, 2019*) Approving the FY 2021-2025 Infrastructure Capital Improvements Plan (ICIP) (*Kevin Robinson, Planning Department*)
10. Resolution No. 6844 - Rescinding a Development Agreement with Habitat for Humanity as Per Resolution No. 6679 and Adopting a Low to Moderate Income Housing Grant Agreement with Habitat for Humanity (*Kevin Robinson, Planning Department*)

11. Resolution No. 6845 - PUBLIC HEARING: Regarding the Transfer of Ownership and Location of Liquor License No. 0444 from Yucca Bar & Package, LLC, 210 North Marland, Hobbs, New Mexico, to Tierra Sagrada, LLC, d/b/a Tierra Sagrada, LLC, located at 3710 West Carlsbad Highway, Hobbs, New Mexico (*Efren Cortez, City Attorney*)
12. Resolution No. 6846 - Approving a Proposed Collective Bargaining Agreement with the Hobbs Fire Fighters Association (*Efren Cortez, City Attorney*)
13. Consideration of Approval Authorizing the Purchase of Motor Grader Equipment Utilizing CES Contract with Wagner Equipment in the Amount of \$192,162.00 (*Shelia Baker, General Services Director*)
14. Resolution No. 6847 - Authorizing an Agreement with the State of New Mexico Environment Department for 2019 Legislative Appropriation in the Amount of \$192,000.00 for the Joe Harvey Blvd. Infrastructure Improvement and Sewer Replacement Project (*Tim Woomer, Utilities Director*)
15. Resolution No. 6848 - Authorizing an Agreement with the State of New Mexico Environment Department for 2019 Legislative Appropriation in the Amount of \$750,000.00 for the Water and Sewer System Extension Project Adjacent to US 62/180 (*Tim Woomer, Utilities Director*)
16. Resolution No. 6849 - Authorizing an Agreement with the State of New Mexico Environment Department for 2019 Legislative Appropriation in the Amount of \$750,000.00 for the Aerobic Digester Facility Replacement Project (*Tim Woomer, Utilities Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

17. Next Meeting Date:
 - ▶ City Commission Regular Meeting
September 16, 2019, 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: September 3, 2019

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 27, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of August 19, 2019

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, August 19, 2019, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Pro Tem Joseph D. Calderón
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Dwayne Penick
Commissioner Don Gerth

Absent: Mayor Sam D. Cobb
Commissioner Patricia A. Taylor

Also present: Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Brian Dunlap, Acting Police Chief
Clipper Miller, Police Captain
Shane Blevins, Police Lieutenant
Barry Young, Deputy Fire Chief
Shawn Williams, Fire Marshal
Mark Doporto, Fire Inspector
Todd Randall, City Engineer
Kevin Robinson, Development Director
Doug McDaniel, Parks and Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Angela Courter, Senior Center Coordinator
Tracy South, Assistant Human Resources Director
Toby Spears, Finance Director
Tim Woomer, Utilities Director
Shannon Arguello, Municipal Court Administrator
Benjamin Harrison, Municipal Judge
Shelia Baker, General Services Director
Raymond Bonilla, Community Services Director
Meghan Mooney, Communications Director
Ron Roberts, Information Technology Director
Sandy Farrell, Library Director
Ann Betzen, Risk Manager/Executive Assistant
April Avila, Clerk Record Specialist
Mollie Maldonado, Deputy City Clerk
26 citizens

Invocation and Pledge of Allegiance

Commissioner Penick delivered the invocation and Commissioner Mills led the Pledge of Allegiance.

Approval of Minutes

Commissioner Newman moved that the minutes of the regular meeting held on August 5, 2019, be approved as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Penick yes, Gerth yes. The motion carried.

Recognition of City Employees - Milestone Service Awards for August, 2019.

Acting City Manager/Fire Chief Manny Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of August, 2019, which total over 30 years of service worked. Acting City Manager/Fire Gomez read their names, job titles and gave a brief summary of the job duties performed by each of the following employees:

- ▶ 5 years - Troy Brackeen, Hobbs Police Department
- ▶ 5 years - Brian Burke, Hobbs Police Department
- ▶ 5 years - Ward Harrington, Hobbs Police Department
- ▶ 5 years - Tammy Morales, Motor Vehicle Department
- ▶ 10 years - Mark Doporto, Hobbs Fire Department

Acting City Manager/Fire Chief Gomez thanked the Commission for recognizing the employees and their service to the City. He stated employees are the most important resource and asset within the organization. Acting City Manager/Fire Chief Gomez expressed thanks and appreciation to the employees and their families.

Promotion of Fire Captain Joseph Vasquez to Battalion Chief, Hobbs Fire Department.

Deputy Fire Chief Barry Young announced the promotion of Fire Captain Joseph Vasquez to the position of Battalion Chief with the Hobbs Fire Department. He presented Battalion Chief Vasquez with a Certificate of Achievement in recognition of his promotion.

Presentation of Plaque of Appreciation to Honorable Municipal Court Judge Benjamin Harrison

Acting City Manager/Fire Chief Gomez announced that Honorable Municipal Court Judge Benjamin Harrison has submitted his letter of resignation to the City. He presented Judge Harrison with a Plaque of Appreciation and expressed his gratitude to the Judge for his years of dedicated service with the City of Hobbs.

Judge Harrison thanked the community for its support and stated he will miss the community.

Public Comments

Fire Inspector Mark Doporto, Fire Captain Rico Rendon and Hobbs Fire Department Driver Engineer Rodney Smith thanked the Commission for its support of the Hobbs Fire Fighter Combat Challenge Competition held last weekend. They presented each member of the Commission with a shirt and challenge coin in appreciation of their support.

Consent Agenda

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

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

Resolution No. 6833 - Authorizing the City Manager to Enter Into a Contract with the Non-Metro Area Agency on Aging to Provide Meal Services for the Hobbs Senior Center for Funding Up to \$98,456.75.

Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Calderón yes, Penick yes, Gerth yes. The motion carried. Copies of the resolutions and supporting documentation are attached and made a part of these minutes.

Discussion

There were no items presented for Discussion.

Action Items

Resolution No. 6834 - Approving the FY 2021-2025 Infrastructure Capital Improvements Plan (ICIP).

Mayor Pro Tem Calderón recommended tabling Resolution No. 6834 regarding the FY 2021-2025 Infrastructure Capital Improvements Plan (ICIP) due to the absence of Mayor Cobb and Commissioner Taylor.

There being no further comment, Commissioner Penick moved to table Resolution No. 6834 until a later date. Commissioner Mills seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Calderón yes, Penick yes, Gerth yes. The motion carried.

Resolution No. 6835 - Approving a Development Agreement with Lemke Development, Inc., Concerning the Development of Market Rate Single-Family Housing.

Mr. Kevin Robinson, Development Director, explained the development agreement and stated that Lemke Development, Inc., has requested a development agreement concerning the development of single-family housing units located at the Northeast corner of Ja-Rob Lane and College Lane and is requesting infrastructure incentives in the amount of \$80,000.00.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 6835 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. Copies of the resolution and development agreement are attached and made a part of these minutes.

Resolution No. 6836 - Approving a Development Agreement with Property Management Plus, LLC, Concerning the Development of Market Rate Single-Family Housing.

Mr. Robinson explained the resolution and stated Property Management Plus, LLC., has requested a development agreement concerning the development of single-family housing units located on the Southside of Aspen Street and is requesting infrastructure incentives in the amount of \$41,400.00.

There being no further discussion, Commissioner Penick moved to approve Resolution No. 6836 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. Copies of the resolution and development agreement are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1576-20 for Annual Pavement and Concrete Work and Recommendation to Accept the Bid of Ramirez & Sons, Inc., for the Unit Price of \$7,481.08.

Mr. Todd Randall, City Engineer, explained Bid No. 1576-20 and stated the bid was advertised and two bids were received by the City on the project. He stated Ramirez & Sons, Inc., is the lowest bidder and the offer is deemed acceptable by the Engineering and Finance Departments. Mr. Randall stated the contract is a unit price bid on various construction items with stepped quantity brackets. He stated this contract is valid for one year with three additional renewal years, if renewal is accepted by both parties. Ramirez & Sons, Inc., held the previous annual agreement and is a contractor in good standing with the City of Hobbs and State of New Mexico.

Commissioner Penick moved to approve the Bid No. 1576-20 for Annual Pavement and Concrete Work and to accept the bid of Ramirez & Sons, Inc., for the unit price of \$7,481.08. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 6837 - Authorizing a Grant Agreement with the New Mexico Department of Transportation for a Legislative Capital Appropriation Project in the Amount of \$500,000.00 for Improvements on West Bender Blvd.

Mr. Randall stated the City has received a capital appropriation from the 2019 Legislative Session in the amount of \$500,000 for the design and construction of the West Bender Improvements from SR 18 to West County Road. He stated base mapping of the roadway are in progress by Bohannon Huston, Inc., related to the Mobile Lidar collection. Mr. Randall stated the City will be issuing an RFP for Professional Engineering services for the design of the project in the Fall/Winter of 2019. He further stated construction will be contingent on additional funding and not anticipated to begin until Spring of 2021. This appropriation will be utilized for the design purposes.

Commissioner Calderón moved to approve Resolution No. 6837 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. Copies of the resolution and development agreement are attached and made a part of these minutes.

Resolution No. 6838 - Authorizing a CES Contract with Molzen-Corbin, Inc., for Professional Engineering Services for Design of Water and Sewer Along US 62-180 (Carlsbad Highway) to the Lea County Airport.

Mr. Randall stated the City has received a capital appropriation from the 2019 Legislative Session in the amount of \$750,000 for design and construction of Water and Sewer along US62/180 (Carlsbad Highway) to the Lea County Airport. Mr. Randall stated Molzen & Corbin is currently providing architectural and engineering design service for Lea County as part of the airport terminal expansion. He explained the City and Lea County have been coordinating the water and sewer extension and possible new lift station on or near the airport to provide sewer service. As the Engineer of Record, Molzen & Corbin has specialized knowledge of the on-site needs and future airport expansion. Mr. Randall stated the City believes that utilizing Molzen & Corbin will accelerate the design timeline and provide efficient coordination of current and future projects. He further stated this resolution will authorize the City Manager to enter into a contract with Molzen & Corbin using a current procurement contract, CES NO. 19-01B-C304-ALL. Mr. Randall stated the attached proposal is broken into Task 1 and 2. If approved by the City Commission, Task 1 - Design & Bidding Phase will authorize the City Manager to amend the contract to authorize Task 2 - Construction Administration or services not to exceed the attached proposal.

After a brief discussion regarding the possible annexation of the Lea County Airport, Commissioner Gerth moved to approve Resolution No. 6838 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval to Purchase Replacement Network Cabling and Equipment for the Hobbs Police Department and EAGLE I.C. Utilizing CES Contract with IT Connect, Inc., in the Amount of \$433,090.05.

Acting Police Chief, Brian Dunlap, explained that continuous advancements in technology demand a high-speed, secure infrastructure capable of supporting the ever-growing number of connected devices and increases in bandwidth requirements. Acting Police Chief Dunlap further explained the Hobbs Police Department has outgrown its current infrastructure with many of the network infrastructures nearing end of life and/or end of support. He stated it is similar to expanding a highway with additional lanes and the proposed network upgrade will alleviate network traffic bottlenecks allowing more network traffic through while simultaneously improving the flow of network traffic. Acting Police Chief Dunlap stated the proposed network upgrade brings new security appliances that will provide new capabilities such as the ability to meet requirements needed to begin running NCIC checks through EAGLE I.C. and encrypting network traffic to and from the Lea County Communication Authority. He stated the life cycle is approximately five years.

Acting Police Chief Dunlap stated these upgrades will all be completed through a CES Contract with IT Connect, Inc.

There being no further discussion, Commissioner Newman moved to approve the purchase of replacement network cabling and equipment for the Hobbs Police Department and EAGLE I.C. utilizing CES Contract with IT Connect, Inc., in the amount of \$433,090.05. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

Resolution No. 6839 - Authorizing a Grant Agreement with the State of New Mexico Environment Department, Capital Appropriation Re-Authorization in the Amount of \$200,000.00 for the Hobbs Aerobic Digester Facility Replacement Project.

Mr. Tim Woomer, Utilities Director, stated a State of New Mexico 2018 Legislative Special Appropriation in the amount of \$200,000 was awarded to the City of Hobbs for the Underground Aquifer Storage and Recovery Project (UASR). He stated this project is currently on hold due to permitting issues with New Mexico Environmental Department (NMED). He further stated the City of Hobbs requested re-authorization of this appropriation to be applied to the City of Hobbs Aerobic Digester Facility Replacement Project. Mr. Woomer added the appropriation re-authorization has been approved by the State Legislature and is eligible to be used toward the Aerobic Digester Replacement Project. He explained this grant is for the construction, purchase, and installation of equipment for the new aerobic digester basins that are currently under construction at the Wastewater Reclamation Facility. Mr. Woomer stated this project is jointly funded through a CWSRF #064 Loan, additional State appropriations and Local Utilities Enterprise Funds. He explained the Project addresses deficiencies with the current facility by constructing and equipping new aerobic digester basins that will allow for greater operational reliability and additional treatment capacity that will accommodate community growth well into the future. He stated a resolution of the Hobbs City Commission authorizing the Mayor to execute the grant agreement and the designation of official representatives who will be the point of contact and authorized signatory for filing reimbursement requests and documentation which is required by the NMED.

Commissioner Penick moved to approve Resolution No. 6839 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval to Purchase 2,000 Residential Water Meters from Water Meters of New Mexico, LLC, Utilizing New Mexico State Contract Price Agreement #60-000-15-00030 in the Amount of \$360,900.00.

Mr. Woomer stated the City of Hobbs is in the process of replacing old service meters within the water distribution system. He further stated it is necessary to accurately measure the volume of water being delivered to the City's public water system customers. Mr. Woomer explained this project replaces service meters that are at least 16 years old and have reached their useful service life. He further explained water meters are designed to read at a lower rate as they age in order to protect the consumer; therefore, in order to maintain the measuring accuracy and integrity of the public water distribution system, meters must be replaced based on meter age and the volume of water that has passed through the meter. Mr. Woomer stated the Metron Spectrum 30 Residential Water Meters (5/8"x3/4") with AMR Innov8 registers are included in State contract #60-000-15-00030 for municipalities to purchase. He stated a cost proposal has been obtained from Water Meters of New Mexico, LLC, to provide 2,000 Metron Spectrum 30 Residential Water Meters (5/8"x3/4") with AMR Innov8 registers at \$180.00 each. Mr. Woomer further stated sales tax is not applicable to this purchase.

Following a brief discussion, Commissioner Gerth moved to approve the purchase of 2,000 Residential Water Meters from Water Meters of New Mexico, LLC, utilizing the New Mexico State Contract Price Agreement #60-000-15-00030 in the amount of \$360,900.00. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

Resolution No. 6840 - Authorizing Submission of a Grant Application to the New Mexico Department of Transportation to Provide Funding for Public Transportation for FY 20-21 Under Section 5311 of the Federal Transit Act.

Ms. Mollie Maldonado, Deputy City Clerk, stated the City of Hobbs operates the Public Transportation Program known as "Hobbs Express" under a Section 5311 Grant through the Federal Transit Act (FTA) which is administered by the State of New Mexico Department of Transportation (NMDOT), Transit and Rail Division. The program has been in continuous operation under this format since 1989.

Ms. Maldonado stated the FY 20-21 grant application is summarized as follows:

	Total	Federal Share	Local Share
Administrative (80/20)	\$ 107,175	\$ 85,740	\$ 21,435
Operating (50/50)	\$ 789,192	\$ 394,596	\$ 394,596
Capital (80/20)	\$ 130,000	\$ 104,000	\$ 26,000
Total	\$ 1,026,367	\$ 584,336	\$ 442,031

Ms. Maldonado stated that Hobbs Express has been in operation since September 19, 1989, which will make September, 2019, its 30th year with the City of Hobbs. She added the service started with one van and a total of 3,919 passengers and has grown to 11 buses and 56,000 passengers in FY 18-19. She stated a celebration will be hosted in the near future.

Commissioner Mills moved to approve Resolution No. 6840 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Calderón yes, Gerth yes, Penick yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Pro Tem Calderón stated the next regular Commission meeting will be held September 3, 2019, which has been changed due to the Labor Day Holiday.

Acting City Manager/Fire Chief Gomez thanked Ms. Meghan Mooney, Communications Director, for providing the City Manager's topics for the Commission meeting.

Acting City Manager/Fire Chief Gomez stated the New Mexico Recreation & Parks Association Conference will be held on August 20-23, 2019. He thanked Mr. Doug McDaniel, Parks and Recreation Director, and the committee for their hard work.

Acting City Manager/Fire Chief Gomez expressed his appreciation to the Chamber of Commerce and other entities who joined forces to host a very successful Hobbs August Nites.

Acting City Manager/Fire Chief Gomez reminded everyone of the Family Safety Day at the Western Heritage Museum to be held on August 24, 2019.

Acting City Manager/Fire Chief Gomez reminded everyone of the Movies Under the Stars, to be held on Friday, August 23, 2019, which will be the final movie for the Summer.

Acting City Manager/Fire Chief Gomez thanked the Hobbs Fire Department Combat team for their presentation and thanked the Commission for supporting the Hobbs Fire Department Combat Team. He also thanked Commissioner Mills, Commissioner Penick, Mr. Toby Spears, Finance Director, and Ms. Mooney, who participated in the Exhibition Fire Fighter Combat Challenge.

Commissioner Gerth acknowledged all of the events happening in Hobbs. He stated there is always something to do in the community of Hobbs. Commissioner Gerth thanked everyone who attended the Commission meeting.

Commissioner Mills thanked Judge Benjamin Harrison for his years of service with the community. He wished Judge Harrison best wishes.

Commissioner Mills acknowledged the newest member of the Hobbs Fire Department, Axe, the new rescue dog.

Commissioner Penick thanked Judge Benjamin Harrison for his dedication to the community.

Commissioner Penick expressed his appreciation to the Hobbs Police Department and Hobbs Fire Department.

Commissioner Newman also thanked Judge Benjamin Harrison. Commissioner Newman expressed his thanks also to the men and women of the Hobbs Police and Fire Departments.

Mayor Pro Tem Calderón thanked Judge Benjamin Harrison for his service to Hobbs.

Adjournment

There being no further business or comments, Commissioner Newman moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Calderón yes, Penick yes, Gerth yes. The motion carried. The meeting adjourned at 7:00 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the Hobbs Fire Department began operations for the first time in September of 1929 and will celebrate 90 years of service to area residents; and

WHEREAS, the goal of the Hobbs Fire Department continues to be commitment to the preservation of life, property and the environment through the education and empowerment of its members and the community; and

WHEREAS, the Hobbs Fire Department values Preservation, Education and Professionalism through developing programs and services designed to improve the quality of life for the citizens of Hobbs; and

WHEREAS, the Hobbs Fire Department strives to provide the best in Fire Prevention and Protection, Technical Rescue, Advance Life Support EMS Care and Hazard Materials Response to Hobbs and the surrounding area; and

WHEREAS, the Hobbs Fire Department is recognized as a cornerstone of the community through its sponsorship and participation of many important and worthwhile community events.

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, and the entire Hobbs City Commission, do hereby salute the heroism of the employees at the Hobbs Fire Department who respond to tragic events with courage, selfless compassion, determination and skill, and we hereby express our profound gratitude and respect for all of the efforts consistently demonstrated by the Hobbs Fire Department over the past 90 years.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of September, 2019, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk





CONSENT AGENDA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3rd, 2019

SUBJECT: Removal Obsolete, Worn-Out, and Unusable Personal Property.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: August 15, 2019
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The City desires to delete from its public inventory and dispose of the items of personal property set forth upon Exhibit A, attached hereto and incorporated herein by reference, and the governing body hereby makes the official, specific finding that each item of property on the attached list: (1) is obsolete and of no value; and (2) is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and (3) that all such items should be deleted from the City's public inventory and recycled at Hobbs Iron and Metal in Hobbs, New Mexico.

Fiscal Impact:

Reviewed By: 
Finance Department

The proceeds from the recycling at Hobbs Iron and Metal will be receipted into the General Fund.

Attachments: Resolution, Letter requesting disposition of Items.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve 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. 6841

A RESOLUTION AUTHORIZING THE DISPOSITION OF OBSOLETE, WORN-OUT
AND UNUSABLE PERSONAL PROPERTY

WHEREAS, NMSA 1978, §13-6-1 allows a municipality to dispose of obsolete, worn-out or unusable tangible personal property; and

WHEREAS, the City of Hobbs previously purchased various signs, signal poles, bases, signal hardware and copper wire, as outlined in Exhibit A attached hereto; and

WHEREAS, the various signs, signal poles, bases signal hardware and copper wire should be disposed of via recycling at Hobbs Iron and Metal; and

WHEREAS, The City desires to delete from its public inventory and dispose of the items of personal property set forth in Exhibit A and the governing body hereby makes the official, specific finding that each item of property on the attached list:

- (1) Is obsolete and of a value less than five thousand dollars (\$5,000), and
- (2) Is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs, and
- (3) That all such items should be deleted from the City's public inventory and recycled at Hobbs Iron and Metal in Hobbs, New Mexico, and

WHEREAS, A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE

CITY OF HOBBS, NEW MEXICO that the Mayor is hereby authorized and directed to approve the disposal of signs, signal poles, bases, signal hardware and copper wire and sent to Hobbs Iron and Metal for recycling.

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



ENGINEERING DEPARTMENT

200 E. Broadway St.
Hobbs, NM 88240

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

August 15, 2019

MEMORANDUM

TO: Toby Spears, Finance Director

From: Les Velasquez, Traffic Maintenance Supervisor

RE: Disposal of signs, signal poles, broken bases, signal hardware and copper wire

The Traffic Department stock piled approximately 200 signs, a few old poles and numerous pieces of aluminum, and approximately 1000 feet of old signal cable. We need to take these items to Hobbs Iron and Metal for recycling.



Les Velasquez
Traffic Supervisor

8-15-19

DATE



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3rd, 2019

SUBJECT: PURCHASE INTELIGHT CONTROLLERS FOR 32 TRAFFIC SIGNALS

DEPT. OF ORIGIN: Engineering Department / Traffic Division
DATE SUBMITTED: 8-26-19
SUBMITTED BY: Todd Randall, City Engineer / Les Velasquez, Traffic Supervisor

Summary:

The City of Hobbs upgrades traffic controllers in 2011 through a state contract. The Traffic Division is recommending upgrading the X2 controllers to X3c versions in order to stay compatible with current Maxtime 2.0 software. Benefits include enhanced security and database change tracking and real time signal performance measures. There is not a current state contract and staff is recommending moving forward with a sole source purchase. Individually each unit costs \$2,370 (with trade-in), while total costs exceed \$60,000 and recommended to have City Commission approval prior to moving forward. Original purchases costs was \$3,460.43 each.

As part of any sole-source, the purchase details and justification must be placed on the City's web-site under Legal notices for a minimum of 30-days to allow for protest and public comments. To date, the City has not received any questions or concerns and the attached information has been posted for over 30-days at the time of this staff summary.

Fiscal Impact:

Reviewed By: [Signature]
Finance

Budget Line: 01-0412-44901-159 (\$177,227.02 available)
Cost: \$75,840.00

Attachments:

Sole Source Form and supporting documentation

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consider approval of a sole source purchase with Intelight for \$75,840.00

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

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

CITY OF HOBBS
SOLE SOURCE/EMERGENCY

TO: CPO
FROM: Engineering
DATE: 6-28-19

CHECK ONE: SOLE SOURCE EMERGENCY PURCHASE

ITEM(S)/SERVICE(S) TO BE PURCHASED: X3C Nema ATC TS-2 type-2 Traffic Signal Controllers

Award To (If new vendor make sure address is on this form): INTELIGHT
3801 E. 34TH ST. STE. 105
TUCSON, AZ 85713
570-795-8811
Phone/Fax No.
Point of Contact
COST: \$ \$75,840.00

JUSTIFICATION FOR SOLE SOURCE OR EMERGENCY PURCHASE: _____

This is only a component of the traffic signal controller and recommended for upgrade to stay current with MaxView software. The existing Engine Boards will still be compatible with the new controllers and software.

Individually each unit cost \$2,370 (with trade-in), the total exceeds \$60,000.

The purchase is not an emergency and the 30 days to post on the sunlight portal is acceptable to document the process and provide transparency for the public or other vendors to question or comment on the purchase.

Currently, there is not a state purchase agreement for this equipment.

Account No. 01-0412-44901-30 Prepared By: L.V. - 6-28-19

Department Approval: T.R. - 6-28-19

CPO: _____

See back of form for further information:

INTELLIGHT

NEVER STAND STILL

3801 E. 34th Street, Ste. 105
Tucson, AZ 85713

520-795-8811

520-795-8808

Quote

Date	Quote #
11/19/2018	Q13102032
State ID #	Federal ID#

Bill To:

City of Hobbs
Attn: Accounts Payable
200 E Broadway St
Hobbs NM 88240
MV LICENSES

Ship To:

City of Hobbs New Mexico
ATTN: Les Velasquez
1200 S. 4th ST
HOBBS, NM 88240

FOB	Terms	Sales Rep.
Origin	Net 30	LH

Part Number	Description	Qty	Unit Price	Total
YCT-X3C-2	X3C Nema ATC TS-2 type 2 (Parallel A,B,C,D) 7" Android Color Display Touch Screen 6 Ethernet Ports 2 Ethernet Switches WITH X2 TRADE IN (RETURN OF OLD CONTROLLERS) 1883 ENGINE BOARD TO BE REUSED	32	2,370.00	75,840.00T

NOTES:

- MSRP IS \$5690, REDUCED PRICING FOR X3C-2 TRADE IN
- 1883 ENGINE BOARD NOT INCLUDED IN X3C-2
- SERVER AND HARDWARE TO BE PROVIDED BY AGENCY

Subtotal	\$75,840.00
Sales Tax (0.0%)	\$0.00
Total	\$75,840.00

713.455.8881
 713.455.8802



QUOTATION

Number PHPQ3277
 Date Oct 27, 2011

Customer:
 hbs Citywide Interconnect

Customer:
 City of Hobbs
 300 N. Turner Street
 Hobbs, NM 88240

 Los Velasquez
 (575) 397-9352

Prepared by	Contact	Delivery	Freight	Terms
pe Cruz 602-344-7770	Al Matthews 602-604-0343	4-8 Weeks ARO	Prepaid, Add at Invoice	Net 30 Days

All prices quoted are valid for ninety (90) days unless otherwise noted

Part Number	Description	Unit Price	Ext. Price
	Intellight Nema X2 Controller TS2 Type 2 w/Maxlime Software	\$3,460.53	\$148,802.79
	MaxView Software Base License Fee - Up to 25 Intersections (includes 36 mos. telephone support at no additional cost)	\$19,667.00	\$19,667.00
	MaxView Expansion License - Additional 25 Intersections	\$19,667.00	\$19,667.00
	On-Site Integration & On-Site Training Assistance, INCLUDED.	\$0.00	\$0.00

not Notes -
 QUOTATION IS BASED ON STATE OF NEW MEXICO ITS CONTRACT NO. 20-805-00-07242. (IF
 A IS NOT, SOLE SOURCE LETTER CAN BE PROVIDED).

OR SUPPORT IS INCLUDED.

THIS QUOTE REQUEST HAS TIES TO ARRA, BUY AMERICA, OR BUY AMERICAN
 REQUIREMENTS, THEY MUST BE SPECIFIED PRIOR TO PLACEMENT OF THE ORDER.

SubTotal	\$188,136.79
Tax	\$0.00
Total	\$188,136.79

01-10412-44901-00159

TRAFFIC SIGNAL UPGRADE

Consistent only

Thank you for the opportunity to earn your business

[Signature] 4/31/12

Todd Randall

From: Les Velasquez
Sent: Thursday, June 27, 2019 8:17 AM
To: Todd Randall
Subject: Fw: upgrade traffic controllers
Attachments: Est_Q13102032_from_Intelight_Inc._18456.pdf; 201905080753.pdf

From: Todd Randall
Sent: Thursday, May 9, 2019 11:33:50 AM
To: Toby Spears; Deborah Corral
Cc: Les Velasquez
Subject: FW: upgrade traffic controllers

Toby / Deb – I'm not sure how to approach this one and suggesting to do a sole-source just to document the process on the purchase of the replacement controllers.

1. Procurement – The total purchase would exceed \$60,000, although individually each unit is less than \$5,000 (note: with a trade-in)
 - a. Total Costs = \$75,840
 - b. No. of Units = 32
 - c. Cost per Unit = \$2,370 (reduced costs based on trade-in)
 - d. MSRP value per Unit = \$5,690 (it's an asset) ... over \$5,000
 - i. Useful Life = 7 to 10 years
2. Are the existing on the asset list?
 - a. No, the original purchase cost for each unit was less than \$5,000
 - i. \$3,460.53 original purchase cost.
 - b. See attached original invoice.
3. Sole-Source:
 - a. This is only a component of the traffic signal controllers and recommended for upgrade to stay current with our MaxView software. The existing Engine Boards will still be compatible with the new controllers.
 - b. Are there other controllers compatible with current software and engine boards?
 - i. No
 - c. Although individually each unit is less than \$20,000, the total exceeds \$60,000. The purchase is not an emergency and the 30 days to post on the sunlight portal is acceptable to document the process and provide transparency for the public or other vendors to question the purchase.
 - d. Currently, the state does not have a current purchase agreements for this equipment.

If you have any questions, don't hesitate to contact me. Any other suggestions are welcomed.

TR

From: Les Velasquez
Sent: Tuesday, May 07, 2019 2:59 PM
To: Todd Randall <trandall@hobbsnm.org>
Subject: upgrade traffic controllers

Todd

I would like to upgrade our existing Intelight X2 controllers to Intelight X3c. The main purpose for the upgrade is to start using Maxtime 2.0. This new version has these new functions: Users have to log into the controller, real time signal performance measures, on board replay of events, database change tracking.

Suggested MSRP for a new controller is \$5690. However we have updated the engine boards in our X2's, so we can trade in the X2, they would use the existing engine board test and return a new X3c to for a cost of \$2370. We currently have 25 X2's that we will need to upgrade for a cost of \$59,250.. We would have to do a sole source, since the engine boards and software can run on an Intelight controller. See attached quote for details.

Thanks

Les



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM
MEETING DATE: September 3, 2019

SUBJECT: APPROVE A MEMORANDUM OF AGREEMENT (MOA) WITH THE HOBBS MUNICIPAL SCHOOLS REGARDING TRANSPORTATION SERVICES AND THE USE OF THE HOBBS TEEN CENTER AS A DESTINATION LOCATION FOR THE SCHOOL'S 21ST CENTURY COMMUNITY LEARNING CENTER GRANT (21ST CCLCG) PROGRAM.

DEPT. OF ORIGIN: Parks & Recreation
DATE SUBMITTED: August 26, 2019
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

SUMMARY:

The Hobbs Municipal Schools has received funding for their 21st CCLCG Program and wish to partner with the City of Hobbs to provide after school enrichment activities at the Hobbs Teen Center. Also, included in the 21st CCLCG program is funding for the City of Hobbs to provide, via Hobbs Express, transportation from Will Rodgers, and Edison Elementary Schools to the Hobbs Boys and Girls Club for Hobbs Municipal School students participating in the 21st CCLCG program.

It is anticipated that as many as 20 middle school students will participate in enrichment activities at the Hobbs Teen Center on Wednesdays each week, for a maximum of 36 weeks. Hobbs Municipal Schools will hire staff to supervise the students and activities that take place at the Teen Center. Additional activities may be scheduled at the Hobbs Teen Center as reflected in Exhibit A.

All terms and conditions governing the City of Hobbs' participation in the 21st CCLCG program are set forth in the MOA.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The City has not budgeted any funds for its participation and shall not be responsible to provide funding for additional staffing or expenses associated with the 21st CCLCG.

The City will receive revenue for providing transportation as described above. Hobbs Municipal Schools will pay the City at a rate of \$10 per month, per student, for each student that transportation is provided for between the two elementary schools and the Hobbs Boys and Girls Club.

Attachments:

- 1) Memorandum of Agreement

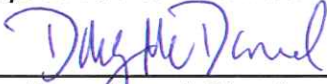
Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approve MOA with Hobbs Municipal Schools

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. _____

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF HOBBS
AND THE HOBBS MUNICIPAL SCHOOLS

THIS AGREEMENT is made and entered into on the _____ day of _____, 2019, between the CITY OF HOBBS, NEW MEXICO, a municipal corporation, (hereinafter referred to as "City") and the HOBBS MUNICIPAL SCHOOL DISTRICT, (hereinafter referred to as "School").

WHEREAS, the 21st Century Community Learning Centers Grant Initiative (hereinafter referred to as "21st CCLCG") is a federally funded grant School has been awarded. The grant provides funding for students to be involved in an after school educational program in Learning Centers four days per week, three hours per day, during the bulk of the school year;

WHEREAS, in conjunction with the 21st CCLCG, School is desirous of utilizing the City's public transportation services to assist in transporting students on high demand routes to community Learning Centers that provide academic enrichment opportunities;

WHEREAS, in conjunction with the 21st CCLCG, School is desirous of utilizing City's Teen Center as a Destination Location;

WHEREAS, the City has the technical and professional expertise required for the operation of public transportation services in the City of Hobbs, and has equipment and properly licensed drivers in order to perform the necessary transportation services;

WHEREAS, City's Teen Center is an appropriate facility and location to be utilized as a Destination Center; and

WHEREAS, the parties desire to approve this Memorandum of Agreement, by and through their respective School Board and Commission, to memorialize their agreement regarding the transportation services and use of the Teen Center as a Destination Location in conjunction with the 21st CCLCG.

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

I.
PURPOSE

The purpose of this Memorandum of Agreement is to delineate the duties and rights of the parties regarding School's implementation of the 21st CCLCG and City's

role in the 21st CCLCG. City shall provide its Teen Center as a specific location to be utilized as a Destination Location and provide public transportation to students for transportation to various Learning Centers throughout Hobbs connected to the 21st CCLCG, as fully set forth herein. The parties understand City has not budgeted any funds for its participation in the 21st CCLCG and City shall not be responsible to provide funding for additional staffing or expenses associated with the 21st CCLCG. It is the expectation that there will not be additional expenses to the City of Hobbs in regards to direct services that may be covered under the grant.

II. DUTIES

A. CITY DUTIES

City will ensure the following duties are met:

1. City will make the Teen Center available as a 21st CCLCG Destination Location during scheduled activities and reasonable times, as determined by the Teen Center Manager, or his designee, for School staff preparation to conduct 21st CCLCG activities. All 21st CCLCG activities and preparation shall be scheduled through the Teen Center Manager, or his designee.
2. City agrees to operate appropriate public transportation services from August 13, 2019, through May 24, 2020, to include the pickup of passengers on high demand routes connected with the 21st CCLCG which are destined as follows:

Will Rogers Elementary School to the Boys & Girls Club
Edison Elementary School to the Boys & Girls Club
3. The parties agree that no transportation services will be provided during inclement weather or emergency situations or during City-observed holidays. Hobbs Schools needs to be notified a week in advance when possible of no transportation services in order to notify parents.
4. City agrees to provide safe, clean, public transportation vehicles and maintain general liability insurance in the amount of \$1,000,000 during the term of this contract.
5. All passengers must follow appropriate rules of passenger conduct, as determined by City's Director of Transportation, or her designee. Failure to abide by the rules will result in loss of passenger transportation

privileges. For elementary students, a non-certified School employee will check students on and off the bus from their home school to the various after school sites.

B. SCHOOL DUTIES

School will ensure the following duties are met:

1. School shall provide all funding or expenses associated with necessary staffing, equipment, furnishings (as per the requirements of the grant), IT requirements/upgrades or computers/installation connected with the 21st CCLCG. City shall not be expected to provide any additional staff associated with the 21st CCLCG Learning Center activities.
2. School shall be responsible for the implementation and cost of any background investigation(s) for School and/or City personnel required for the 21st CCLCG.
3. School shall be responsible for all programing costs associated with the 21st CCLCG. There are costs that the grant cannot cover due to the grant guidelines: food, building maintenance, construction, daily operation, supplanting.
4. School shall be responsible for all snacks provided to the 21st CCLCG participants. Hobbs School's Nutritional Services will provide snacks for the 21st Century students.
5. School shall be responsible and pay the cost of high demand route transportation service for each passenger transported under the 21st CCLCG or companion program in the amount of \$10.00 per student per month. This amount will be determined by the number of students using the transportation services. Both entities will meet should expenses exceed the total budgeted amount.
6. Each passenger who uses the high demand route transportation service will pay the monthly student fare rate of \$10.00. No pro-rated fare will be allowed and no cash will be accepted from students. City will submit an invoice to the School on or before the 5th day of each month for all fares incurred during the preceding month. School shall promptly remit payment of all amounts owed within 30 days from receipt of any invoice(s).
7. School shall be responsible to pay City, upon receipt of invoice, for facility use/rental as outlined in Exhibit A.

**III.
LIABILITY**

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

**IV.
INSURANCE**

Both City and School shall maintain liability insurance or qualify as a self-insured entity to adequately cover Learning Center Activities associated with the 21st CCLCG program.

**V.
SOVEREIGN IMMUNITY**

Nothing in this agreement shall be construed as waiving governmental sovereign immunity as to City or School and any and all requirements in conjunction with governmental sovereign immunity.

**VI.
TERM**

This Agreement shall be in effect from August 1, 2019, until May 24, 2020. The parties may extend this agreement for the 2020-2021 school year, and each school year thereafter in connection with the 21st Century Grant with the parties' mutual agreement and City Commission and School Board approval. Future agreements shall be approved on or before May 31 of each subsequent year.

**VII.
NEW MEXICO DOT VIOLATIONS**

In the event this Agreement violates any terms and conditions of the City's Memorandum of Agreement with the New Mexico Department of Transportation for the operation of public transportation services within the City of Hobbs, this Agreement shall terminate immediately.

**VIII.
MERGER OF AGREEMENT**

The agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement.

No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

**IX.
THIRD PARTY BENEFICIARIES**

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

**X.
SEVERABILITY**

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

[REQUIRED SIGNATURES ON NEXT PAGE]

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

THE CITY OF HOBBS, NEW MEXICO

BY: _____
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

EFREN CORTEZ, City Attorney

HOBBS MUNICIPAL SCHOOLS

BY: _____
T. J. PARKS,
Superintendent

Exhibit "A"
Teen Center (Destination Location)

\$3,000	Facility Rental for programming: Weekly Wednesday Classes (2 rooms and snack room and half the gym for 2 hours every week for 30 weeks)
\$2,550	Facility Rental for programming: Field Trips (game room, conference room, half gym, rock wall, and snack room for 2 hours every field trip for 6 days during the year)
\$2,000	Facility Rental for programming: Events (2 rooms and snack room and half the gym for 2 hours a day for four days)
\$4,000	Facility Rental for programming: Events (2 rooms and snack room and half the gym for 2 hours a day for eight days)
TOTAL	\$11,550

All workers are required to have fingerprinting and background checks paid by the 21st CCLC grant. Any red flags will be discussed between the Official Negotiator for HMS and the Teen Center representative. **No Fees** will be charged to any 21st CCLC student enrolled in the program. All details of the MOU are contingent on the attainment and sustainability of the 21st CCLC Grant by the Hobbs Municipal Schools. Meetings between the City of Hobbs and Hobbs Municipal Schools will be held as requested. Snacks are an in-kind expense provided by Hobbs Municipal Schools.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: RESOLUTION TO APPROVE THE REPLAT OF LOTS 20, 21 AND 22, BLOCK 68 OF THE ORIGINAL HOBBS SUBDIVISION AND AFFIRM A VARIANCE GRANTED BY THE CITY OF HOBBS PLANNING BOARD OF MUNICIPAL CODE 16.16.050(B-1) ALLOWING A SUBDIVISION OF PROPERTY CREATING A LOT CONTAINING A DETACHED STRUCTURE LESS THAN 35' IN WIDTH.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: August 26, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for the Replat Of Lots 20, 21 And 22, Block 68 Of The Original Hobbs Subdivision is submitted by property owner Veronica Gallegos. The proposed replat is located northwest of the intersection of Byers and Selman. The current parcel comprised of 3 lots containing a single family detached structure is proposed to be replatted into 2 lots, each to contain a detached single family structure. The Planning Board reviewed this replat on August 20, 2019 and voted 4 to 0 to recommend approval with a variance from MC 16.16.050(B-1) allowing a subdivision of property creating a lot containing a detached structure of less than 35' in width.

Variances from Municipal Code Title 16 are allowed providing the finding that compliance will result in an extraordinary hardship as stated in MC 16.04.020(A) below:

A. Hardships. Where the Planning Board finds that extraordinary hardships may result from strict compliance with this title, it may vary the regulations contained in this title, so that substantial justice may be done and the public interest secured; provided that such variation will not have the effect of nullifying the intent and purpose of such regulations.

Options for the City Commission to consider are 1) Vote YES to Approve the Resolution and affirm the Planning Boards variance decision; 2) Vote NO on the Resolution and rescind the Planning Boards variance decision

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

This replat is located adjacent to existing infrastructures, any new habitable structure occupying the newly created lot would be required to be fully serviced with public utilities.

Attachments: Resolution, Draft Planning Board packet, excerpts from Municipal Code Title 16, Proposed RePlat.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Study the issues and render a decision on the information presented.

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. 6842

A RESOLUTION TO APPROVE THE REPLAT OF LOTS 20, 21 AND 22, BLOCK 68 OF THE ORIGINAL HOBBS SUBDIVISION AND AFFIRM A VARIANCE GRANTED BY THE CITY OF HOBBS PLANNING BOARD OF MUNICIPAL CODE 16.16.050(B-1) ALLOWING A SUBDIVISION OF PROPERTY CREATING A LOT CONTAINING A DETACHED STRUCTURE LESS THAN 35' IN WIDTH.

WHEREAS, Veronica Gallegos, property owner, did submit a subdivision for approval under the Alternate Summary Procedure MC 16.12; and

WHEREAS, upon review Staff notified the subdivider that the subdivision as submitted did not conform to MC Title 16, specifically MC 16.16.050(B-1) requiring minimum lot width for each lot containing a detached structure to be 35'; and

WHEREAS, due to unusual circumstances that exist the subdivider chose to have the subdivision reviewed under the standard procedures as per MC 16.12.030(B); and

WHEREAS, the City of Hobbs Planning Board reviewed this subdivision on August 20, 2019 and voted 4 to 0 to recommend approval with a variance from MC 16.16.050(B-1) allowing a subdivision creating a lot to contain a detached structure of less than 35' in width; and

WHEREAS, upon sufficient findings it has been determined that granting this variance from Municipal Code 16.16.050(B-1) does not "have the effect of nullifying the intent and purpose of such regulations".

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

A. The City of Hobbs hereby affirms a variance granted by the City Of Hobbs Planning Board of municipal code 16.16.050(B-1) allowing a subdivision creating a lot to contain a detached structure of less than 35' in width.

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

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

SAM D. COBB, Mayor

ATTEST:

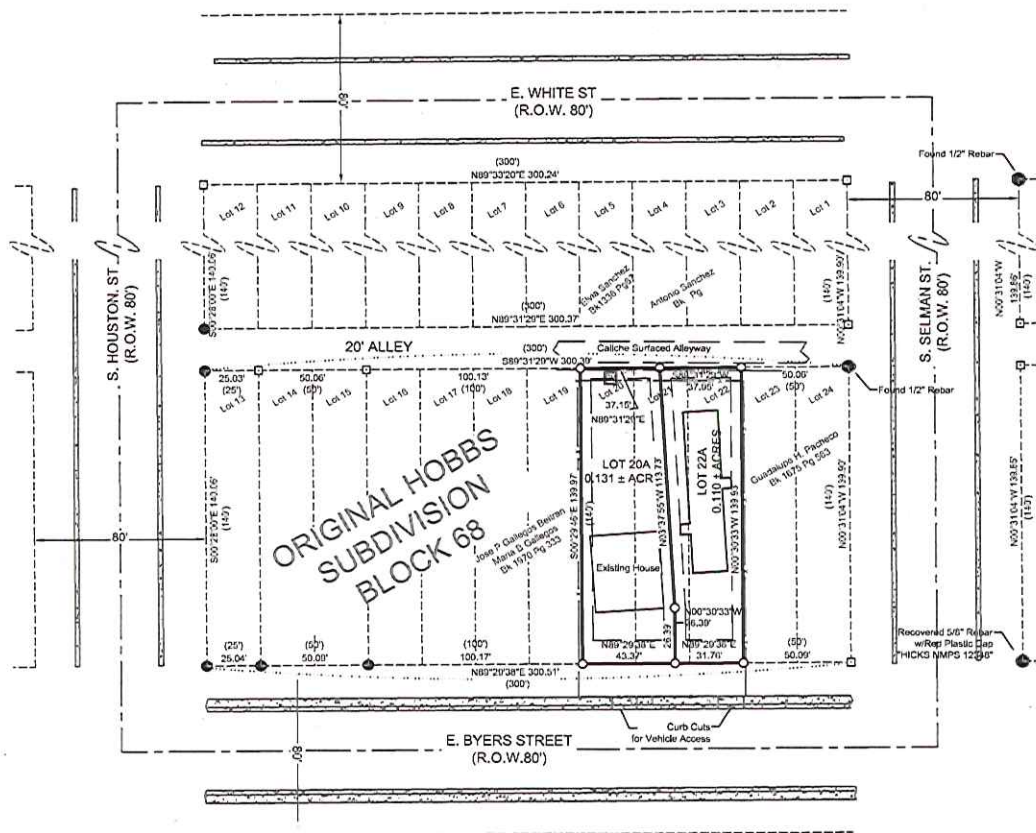
JAN FLETCHER, City Clerk

GALLEGOS SUBDIVISION

A CITY OF HOBBS SUMMARY REPLAT

OF LOTS 20, 21, AND 22, ALL IN BLOCK 68, ORIGINAL HOBBS SUBDIVISION,

LOCATED IN THE SE1/4 OF SECTION 34, T18S, R38E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO

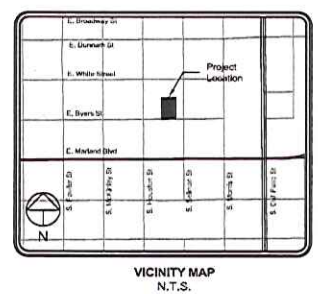


ORIGINAL HOBBS
SUBDIVISION
BLOCK 68



LEGEND

- Found 1/2" rebar with yellow cap marked "JWSC 12641"
- Found or recovered monument as noted
- Set 5/8" rebar with orange plastic cap marked "R MULLIKEN PG 16873"
- Calculated point
- ⊕ Power pole
- ⊕ Gas Meter
- Lot line
- - - - - Setback line
- - - - - Property line
- - - - - Overhead Electric Line
- - - - - Fence Line
- ▭ Proposed Singlewide Location
- ▨ Existing Concrete Curb & Gutter/Sidewalk
- XXX'XXX" XX'XX" Measured bearing and distance
- (XX'XXX" XX'XX") Record bearing and distance



FLOOD ZONE INFORMATION

By graphic plotting only, this property is in Zone "AO", Depth of 1 Foot, and Zone "X" (Unshaded), as shown on the Flood Insurance Rate Map, Community Panel No. 35025C1335D, which bears an effective date of 12/16/2008 and is not in a Special Flood Hazard Area. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Zone AO is defined as areas with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.

Zone X (Unshaded) is defined as areas determined to be outside the 0.2% annual chance floodplain.

BASIS OF BEARING

The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System, East Zone, as derived by GPS/GNSS observations. Ground coordinates were obtained from the State Plane Coordinate System by scaling about a control point located at Latitude N32°40'03.64577", Longitude W103°10'44.87982" by a grid to ground scale factor of 1.0001175665. True north can be obtained by applying a convergence angle of 00°38'58" at the Southwest corner of Lot 13, Block 68.

PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965
100 E. Navajo - Suite 100, Hobbs New Mexico 88246
T 575 393 0027 F 575 393 1543
Pettigrew.us

PROJECT SURVEYOR: R. Muliken
DRAWN BY: R. Muliken



INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
Victor A. Gallegos
Flor Veronica Gallegos
Ricardo Villegas Acosta
LOCATION:
SE1/4 S34, T18S, R38E, N.M.P.M.

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____
I hereby certify that this instrument was filed for record on:

The _____ Day of _____,
20____ A.D.
At _____ O'Clock _____ M.
Cabinet _____ Slide _____
Book _____ Page _____
By _____
County Clerk
By _____
Deputy

Summary Subdivision Plat
OF
Gallegos Subdivision
FOR
Veronica Gallegos

PROJECT NUMBER:
2019.1242

SHEET: 1 of 2
SU - 101

RECORD DESCRIPTION - PER DEED BOOK 1543, PAGE 836

Lots 20 and 21, Block 68, Original Town of Hobbs

RECORD DESCRIPTION - PER DEED BOOK 1024, PAGE 68

Lots 22, Block 68, Original Town of Hobbs

CERTIFICATE OF SURVEY

I, Richard L. Mulliken, New Mexico Professional Surveyor, hereby certify that this Summary Subdivision Plat was prepared from an actual ground survey performed by me or under my supervision, that this survey is true and correct to the best of my knowledge and belief. I further certify that this Summary Subdivision Plat and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico.

Richard L. Mulliken NMPS #16873 _____ Date _____

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
County of Lea:

The undersigned first duly sworn on oath, state: On behalf of the owners and proprietors we have of our own free will and consent caused this plat with its tracts to be platted. The property described on this plat lies within the platting jurisdiction of City of Hobbs.

By _____
Victor Alonso Gallegos

By _____
Flor Veronica Gallegos

By _____
Ricardo Villegas Acosta

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

On this _____ day of _____, 20____, before me, Victor Alonso Gallegos, Flor Veronica Gallegos, and Ricardo Villegas Acosta, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public _____

CERTIFICATE OF MUNICIPAL APPROVAL

I, Kevin Robinson, Development Director for the City of Hobbs, Lea County, New Mexico, do hereby certify that the foregoing plat in the City of Hobbs, Lea County, New Mexico, was reviewed and deemed compliant with the Municipal Summary Process Regulations on this _____ day of _____, 20____.

Kevin Robinson, Development Director _____

Jan Fletcher, City Clerk _____

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

On this _____ day of _____, 20____, before me, Kevin Robinson and Jan Fletcher to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public _____



PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965
100 E. Navajo - Suite 100, Hobbs New Mexico 88240
T 575 393 9827 F 575 393 1543
Pettigrew.us

PROJECT SURVEYOR: R. Mulliken
DRAWN BY:



INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
Victor A. Gallegos
Flor Veronica Gallegos
Ricardo Villegas Acosta
LOCATION:
SE1/4 S34, T18S, R38E, N.M.P.M.

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____
I here by certify that this instrument was filed for record on:
The _____ Day of _____,
20____ A.D.
At _____ O'Clock _____ M.
Cabinet _____ Slide _____
Book _____ Page _____
By _____
County Clerk
By _____
Deputy

Summary Subdivision Plat
OF
Gallegos Subdivision
FOR
Veronica Gallegos

PROJECT NUMBER:
2019.1242

SHEET: 2 of 2
SU - 102

Title 16

SUBDIVISIONS

16.04.020 Variances and modifications.

A. Hardships. Where the Planning Board finds that extraordinary hardships may result from strict compliance with this title, it may vary the regulations contained in this title, so that substantial justice may be done and the public interest secured; provided that such variation will not have the effect of nullifying the intent and purpose of such regulations.

C. Conditions in Granting. In granting variances and modifications, the Planning Board may require such conditions as will, in its judgment, assure substantially the objectives of the standards or requirements so varied or modified.
(Ord. No. 1104, 6-19-2017)

16.12.030 Approval procedure.

A. The City Manager's designated representative is authorized to approve subdivisions meeting the conditions of this section and conforming to the provisions of this chapter and shall, within ten (10) days of final submittal of all requested information, accept the proposed subdivision or send a written rejection detailing the reason for the rejection. Any municipal infrastructures serving the subdivision shall be completed or adequate surety provided prior to receiving final approval.

B. The subdivider or the City Manager's designated representative may choose to have the subdivision reviewed by the Planning Board under the standard procedures if difficulties or unusual circumstances exist.

16.16.050 Lots.

B. Dimensions Generally.

1. Minimum lot width for each lot containing a detached structure shall be thirty-five (35) feet.

- 9) **Review and Consider a proposed subdivision, as submitted by property owner Veronica Gallegos, located northwest of the intersection of Byers and Selman.**

Mr. Hicks said this is a project that Pettigrew and Associates is working on. Mr. Robinson said this proposed subdivision requires a minimum lot width of 35 feet. He said this is to make sure there is 10 feet of separation for each unit.

Mr. Robinson said the owner of the property is here. He said a manufactured home has to be located 5 feet from the property lines because it does not have the required fire walls. Mr. Hicks suggest sitting the mobile home parallel to the house which is angled towards the west side of the property so they will have room for steps out the back and the front of the mobile home. Mr. Robinson suggested that would allow the mobile home to sit on the lot in compliance. He said he would recommend requiring that the survey plat also shows the location of the unit. He said if they take the fence down they will then have to move their existing fence in the front 20 feet from back of curb. The owner said they were going to take their fence down anyway.

Mr. Kesner made a motion, seconded by Mr. Sanderson to approve the variances on the subdivision and the permitting process to show the minimum setback and the requirement that the mobile home be place at the skew. The vote on the motion is 4-0 and the motion carried.

- 8) **Review and Consider various fence height and location variances for 800 N. Jefferson as submitted by property owner, Hobbs Municipal Schools.**

Mr. Robinson said this is a fence variance. He said it will be a fence height and a setback in other locations. He said this fence will be at the High School and will be block and wrought iron.

Mr. Gene Strickland said in front of you is a collection of efforts from several entities to accomplish the perimeter security fencing at Hobbs High School. He said it has become necessary to install a perimeter fence around Hobbs High. He said there are a number of fence types and heights and various gate systems to accomplish that.

Mr. Randall said there will be slide gates and different heights of fences. Mr. Strickland said they are going to expand the sidewalk 10 feet and turn the parking into parallel parking along the fence. Mr. Kesner asked why they wanted to do 10 foot sidewalk adjacent to Scharbauer. Mr. Randall said that was a suggestion by staff. He said part of the reason is to keep the sidewalks ADA compliant. Mr. Kesner asked why there was fence that is only 3 feet tall? Mr. Strickland said it is based on site lines.

Mr. Ramirez made a motion, seconded by Mr. Sanderson to approve the fence variances as discussed. The vote on the motion was 4-0 and the motion carried.

- 5) **Review and Consider side yard setback variance request for a residential single family housing unit to be located at 4917 Grey Ghost Road, as submitted by ABS Homes, property owner. This particular lot, Lot #34 of Zia Crossing Subdivision Unit 6, is**

ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: A RESOLUTION APPROVING THE FY 2021-2025 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 26, 2019
SUBMITTED BY: Manny Gomez - Acting City Manager

Summary: The Fiscal Year 2021-2025 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved at the July 31, 2019 Special Meeting of the City of Hobbs Planning Board. After review the Board recommended approval by City Commission with unanimous approval.

The City Commission discussed the ICIP during the August 9, 2019 regular meeting. Last year (per Resolution # 6708), the Top 5 Projects were: #1 WWRF Aerobic Digester Renovation; #2 Sewer Main Replacement Program; #3 Citywide Wireless Internet; #4 Community Housing Projects; and #5 Drainage Master Plan. The top 5 ICIP priority projects for this year are to be determined during public discussion prior to adoption.

Fiscal Impact:

Reviewed By: [Signature] 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.

Attachments: Resolution, Top 5 Selection, Draft ICIP Plan, Planning Board Minutes.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Staff recommends approval of the ICIP Plan.

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. 6843

A RESOLUTION APPROVING THE FISCAL YEAR 2021-2025 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

WHEREAS, the City of Hobbs recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue strategic actions and objectives to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on July 31, 2019, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

1. The City of Hobbs hereby adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and
2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**Fiscal Year 2021 – 2025
Local Infrastructure
Capital Improvement Plan
(ICIP)**



City of Hobbs

MAYOR

Sam D. Cobb

CITY COMMISSION

Joseph D. Calderón, Mayor Pro Tem

Marshall Newman

Christopher Mills

Patricia A. Taylor

Roy Dwayne Penick

Don R. Gerth

CITY MANAGER

Manny Gomez

Infrastructure Capital Improvement Plan FY 2021-2025

Hobbs Project Summary

ID	Year	Rank	Project Title	Category	Funded to date						Total	Amount	Phases?
						2021	2022	2023	2024	2025	Project Cost	Not Yet Funded	
36186	2021	001	Joe Harvey Blvd. Improvements	Transportation - Highways/Roads/Bridges	0	0	0	0	0	0	0	0	No
17022	2021	002	Community Housing Projects	Facilities - Housing-Related Cap Infrastructure	2,000,000	12,000,000	0	0	0	0	14,000,000	12,000,000	No
26434	2021	003	Aerial Class A Pumper	Vehicles - Public Safety Vehicle	0	0	600,000	0	0	0	600,000	600,000	No
14775	2021	004	West Bender Widening Project & Drainage	Transportation - Highways/Roads/Bridges	500,000	500,000	7,500,000	0	0	0	8,500,000	8,000,000	Yes
35175	2021	005	West Hobbs Industrial Park	Facilities - Other	0	750,000	750,000	750,000	750,000	750,000	3,750,000	3,750,000	No
26436	2021	006	Ambulance	Vehicles - Public Safety Vehicle	0	0	0	200,000	200,000	0	400,000	400,000	No
28046	2021	007	West College Lane Realignment	Transportation - Highways/Roads/Bridges	90,000	3,700,000	0	0	0	0	3,790,000	3,700,000	Yes
25060	2021	008	Street Resurfacing	Transportation - Highways/Roads/Bridges	10,000,000	2,000,000	1,000,000	1,000,000	1,000,000	0	15,000,000	5,000,000	No
26448	2021	009	Arterial Utility Extensions	Other - Utilities (publicly owned)	0	350,000	0	3,500,000	0	0	3,850,000	3,850,000	No
17615	2021	010	Drainage Master Plan	Water - Storm/Surface Water Control	450,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,450,000	5,000,000	Yes
26429	2021	011	Citywide Fiber Network	Facilities - Other	2,500,000	1,000,000	1,000,000	1,000,000	0	0	5,500,000	3,000,000	Yes
36205	2021	012	Veterans Memorial	Facilities - Other	0	0	0	0	0	0	0	0	No
18972	2021	013	Traffic Study Update	Transportation - Highways/Roads/Bridges	0	350,000	0	0	0	0	350,000	350,000	No

Infrastructure Capital Improvement Plan FY 2021-2025

35177	2021	014	Update Comprehensive Plan	Other - Other	0	150,000	0	0	0	0	150,000	150,000	No
21082	2021	015	Apache Dr/Fowler St Utilities Extension	Other - Utilities (publicly owned)	0	150,000	1,500,000	0	0	0	1,650,000	1,650,000	No
26443	2021	016	RR Crossing Upgrades and New Crossings	Transportation - Highways/Roads/Bridges	250,000	250,000	0	0	0	0	500,000	250,000	Yes
32605	2021	017	Joe Harvey & Central Traffic Signal	Transportation - Highways/Roads/Bridges	775,000	625,000	0	0	0	0	1,400,000	625,000	No
25059	2021	018	Traffic Signal Upgrades	Transportation - Highways/Roads/Bridges	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000	Yes
36191	2021	019	Water Main Replacement	Other - Utilities (publicly owned)	0	0	0	0	0	0	0	0	No
32606	2021	020	Parks & Rec. Master Plan Study	Other - Other	0	50,000	0	0	0	0	50,000	50,000	No
25179	2021	021	Del Norte Park Expansion Area	Facilities - Other	1,600,000	4,070,000	0	0	0	0	5,670,000	4,070,000	No
25063	2021	022	Street Sign Replacement	Transportation - Highways/Roads/Bridges	530,000	250,000	250,000	250,000	250,000	250,000	1,780,000	1,250,000	No
9673	2021	023	CDBG Annual Project	Transportation - Highways/Roads/Bridges	0	1,250,000	0	1,250,000	0	0	2,500,000	2,500,000	Yes
35176	2021	024	Projection of Central West	Transportation - Highways/Roads/Bridges	0	900,000	0	0	0	0	900,000	900,000	No
26447	2021	025	SR 18 Corridor - Safety / Congestion Improvements	Transportation - Highways/Roads/Bridges	0	500,000	2,500,000	2,500,000	1,500,000	1,500,000	8,500,000	8,500,000	Yes
26535	2021	026	Manhole Repair Program	Other - Utilities (publicly owned)	0	60,000	60,000	60,000	60,000	60,000	300,000	300,000	No
14435	2021	027	MAP Roadway Rehabilitation Projects	Transportation - Highways/Roads/Bridges	0	600,000	600,000	600,000	600,000	600,000	3,000,000	3,000,000	No
14370	2021	028	Arterial COOP Project	Transportation - Highways/Roads/Bridges	0	125,000	125,000	125,000	125,000	125,000	625,000	625,000	No
26331	2021	029	Municipal Recreational Facilities	Facilities - Other	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000	No
22675	2021	030	Municipal Vehicles and Equipment	Vehicles - Public Safety Vehicle	960,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,960,000	5,000,000	No

Infrastructure Capital Improvement Plan FY 2021-2025

12548	2021	031	Infrastructure Extensions	Other - 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	No
17013	2021	032	Arterial Roadway Enhancement Projects	Transportation - Highways/Roads/Bridges	0	500,000	500,000	500,000	500,000	500,000	2,500,000	2,500,000	No
25058	2021	033	ADA Intersection Improvement Project	Transportation - Highways/Roads/Bridges	10,000	50,000	50,000	50,000	50,000	50,000	260,000	250,000	Yes
25061	2021	034	Water Wells Program	Water - Water Supply	630,000	550,000	600,000	550,000	500,000	0	2,830,000	2,200,000	No
22423	2021	035	Sewer Main Replacement	Other - Utilities (publicly owned)	18,000,000	1,500,000	750,000	750,000	0	0	21,000,000	3,000,000	Yes
36209	2022	001	Jefferson Basin Renovation	Facilities - Other	0	0	0	0	0	0	0	0	No
18969	2022	002	FEMA Map Update	Water - Storm/Surface Water Control	0	0	250,000	500,000	500,000	0	1,250,000	1,250,000	No
31972	2022	003	HPD Mobile Command Post	Vehicles - Public Safety Vehicle	0	0	400,000	0	0	0	400,000	400,000	No
26433	2022	004	Outdoor Range Phase II	Facilities - Other	0	0	450,000	0	0	0	450,000	450,000	No
31432	2022	005	Safety Improvements	Transportation - Highways/Roads/Bridges	0	0	125,000	750,000	750,000	0	1,625,000	1,625,000	Yes
36210	2022	006	Fire / Police Training Facility	Facilities - Other	0	0	0	0	0	0	0	0	No
26430	2022	007	New Municipal Detention Facility	Facilities - Other	310,000	5,000,000	45,000,000	0	0	0	50,310,000	50,000,000	No
28048	2023	001	Wildland Fire Apparatus	Vehicles - Public Safety Vehicle	0	0	0	240,000	0	0	240,000	240,000	No
14407	2023	002	Fowler Street Extension	Transportation - Highways/Roads/Bridges	0	0	0	5,400,000	4,000,000	0	9,400,000	9,400,000	Yes
28053	2023	003	Industrial Frontage Road	Transportation - Highways/Roads/Bridges	0	0	0	355,000	3,680,000	0	4,035,000	4,035,000	No
15692	2023	004	Water System Improvements (North Reservoir)	Water - Water Supply	0	0	0	3,000,000	2,000,000	0	5,000,000	5,000,000	No
36212	2023	005	Heizer Park Renovations	Facilities - Other	0	0	0	0	0	0	0	0	No
31436	2024	001	Millen Projection	Transportation -	0	0	0	0	250,000	2,000,000	2,250,000	2,250,000	No

Infrastructure Capital Improvement Plan FY 2021-2025

			Highways/Roads/Bridges										
16997	2024	002	New Elevated Water Storage	Water - Water Supply	0	0	0	0	3,000,000	0	3,000,000	3,000,000	Yes
36211	2024	003	Bender Median Renovations	Transportation - Medians	0	0	0	0	0	0	0	0	No
17012	2025	001	Southeast and Northwest Bypass	Transportation - Highways/Roads/Bridges	783,000	0	0	0	0	18,400,000	19,183,000	18,400,000	Yes
26329	2025	002	Taylor Ranch Improvements	Facilities - Other	6,000,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	13,500,000	7,500,000	Yes
28058	2025	003	Bensing South Projection	Transportation - Highways/Roads/Bridges	0	0	0	0	0	1,750,000	1,750,000	1,750,000	No
21233	2025	004	Sanger Street Improvements	Transportation - Highways/Roads/Bridges	0	250,000	750,000	750,000	0	0	1,750,000	1,750,000	Yes

Number of projects:	54										
	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:			
Grand Totals	48,888,000	43,230,000	70,510,000	29,830,000	25,465,000	31,735,000	249,657,984	200,770,000			



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: CONSIDERATION TO RESCIND A DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY AS PER RESOLUTION #6679, AND ADOPT A LOW TO MODERATE INCOME HOUSING GRANT AGREEMENT AS PER MUNICIPAL CODE 3.14.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 26, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Municipality, per Resolution #6679, entered into a Development Agreement with Habitat for Humanity concerning the development of single-family housing units located within the Albertson Block 1 Subdivision. The DA was for municipal public infrastructure fair share reimbursement not to exceed \$105,000.00, as per the 2019-Market Rate Multi-Family & Single Family Unit Production Municipal Infrastructure Reimbursement-Incentive Program adopted on August 20, 2018. The municipality is able to incentivize Low to Moderate Income Housing at greater levels providing compliance with MC 3.14 which places a greater burden on the developer to assure income qualifications on the tenants/owners and affordability terms for each unit produced. The proposed Grant Agreement allows a municipal grant for an amount not to exceed \$300,000 in total, distributed equally between 20 units (\$14,999.00 per unit) over 4 years as each unit is produced. Each unit produced will be conveyed to income qualified owners and deed restrictions will be in place to assure compliance with the affordability period. The attached resolution will rescind and nullify the previous Development Agreement and adopt the Grant Agreement.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

FY20 Budget Available \$3,070,000.00

Affordable Housing #010100-44901-169

Attachments: Developers Application and Grant Agreement.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Commission considers approval / denial of the attached Resolution.

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. 6844

A RESOLUTION TO RESCIND RESOLUTION #6679 AND ADOPT A GRANT AGREEMENT WITH HABITAT FOR HUMANITY CONCERNING THE DEVELOPMENT OF LOW TO MODERATE INCOME SINGLE-FAMILY HOUSING.

WHEREAS, the City of Hobbs has entered into a Development Agreement, per Resolution #6679, with Habitat for Humanity concerning the fair share public infrastructure reimbursement for single-family housing; and

WHEREAS, Habitat for Humanity has been determined to be a Qualifying Grantee and has submitted an application for Low to Moderate Income Housing Funds compliant with MC 3.14; and

WHEREAS, rescinding the aforementioned Development Agreement and entering into a new Single Family Low to Moderate Income Grant Agreement allows for public funds to be utilized producing income qualified units, said agreement being in the best interest of the City.

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

1. The City of Hobbs hereby rescinds Resolution #6679 and the Development Agreement attached thereto.
2. The City of Hobbs hereby finds, based on the application herein submitted, that Habitat for Humanity is a Potential Qualified Grantee eligible to receive Low to Moderate Income Housing Funds.
3. The City of Hobbs hereby approves the Grant Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
4. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

**LOW TO MODERATE INCOME HOUSING GRANT AGREEMENT BETWEEN
THE CITY OF HOBBS AND HABITAT FOR HUMANITY**

THIS AGREEMENT is entered into on this _____ day of _____ 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Habitat for Humanity of Hobbs, PO Box 5833, Hobbs, NM 88241, (hereinafter "Grantee") for the purpose of delivering Low To Moderate Income Housing Units.

RECITALS:

WHEREAS, it has been determined that Habitat for Humanity is a Qualified Grantee and therefore eligible to receive Housing Assistance Grants, as per City of Hobbs Municipal Code 3.14; and,

WHEREAS, Grantee has applied for a Housing Assistance Grant from the City of Hobbs, said grant to be utilized for the purpose of installing public infrastructures supporting Low To Moderate Income Housing Units; and

WHEREAS, the Application and the proposed usage of the grant funds has been determined by the City of Hobbs to be compliant with City of Hobbs Municipal Code 3.14.

NOW, THEREFORE, the City of Hobbs and Grantee do hereby agree as follows:

Section 1. Definitions

The Definitions in the City of Hobbs Municipal Code Chapter 3.14, if any, as they exist at the time of the execution of this Agreement or as amended during the term of this Agreement are adopted by reference and incorporated herein as though set forth in full in this paragraph.

Section 2. Work To Be Performed

1. The Grantee shall construct or cause to be constructed, 20 Low To Moderate Income Single Family Housing Units within Block 1 of the Albertson Subdivision.
2. The Grantee shall verify to the City that each of the 20 Low To Moderate Income Single Family Housing Units is conveyed from the Grantee to an income qualified family as per City of Hobbs Municipal Code 3.14.030(K). All units are to be produced and conveyed within 48 months of ratification of this agreement.
3. The Grantee shall provide, at a minimum, annual reports to the City assuring that each family occupying the units herein produced remain an income qualified family as per City of Hobbs Municipal Code 3.14.030(K) for a period 5 years from date of occupancy.

Section 3. Grant Amount and Use of Funds

- 1) The total Grant during the term of this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00).
- 2) Grant funds shall only be used for the production of Low To Moderate Income Single Family

Housing Units.

3) Grant funds shall be disbursed to the Grantee on a per unit basis not to exceed Fourteen Thousand Nine Hundred Ninety Nine Dollars (\$14,999.00) per unit. Grantee agrees to provide City with a Request for City Grant Disbursement, in a form acceptable to City and substantially similar to Exhibit B, not less than ten (15) days prior to distribution date.

4) Grantee acknowledges the fundamental purpose of the Grant is to provide public funds supporting the production of 20 Low To Moderate Income Housing Units, Grantee also acknowledges certain time limits imposed herein for the production of the 20 Low To Moderate Income Housing Units. Therefore, only those units receiving a Certificate of Occupancy within 48 months after the ratification of this agreement shall be eligible to receive Grant Funds. If any unit is conveyed to a non-income qualified recipient, any grant disbursement associated with said unit shall be promptly returned.

Section 4. General Terms and Conditions

1. Applicable Laws: The Grantee shall comply with all applicable federal and state laws, rules, and regulations dealing with the Property, whether presently existing or hereafter promulgated. The Grantee agrees to comply with all of the HUD regulations, NMFA regulations or City of Hobbs regulations, concerning the development of Low To Moderate Income housing units, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance therewith. The Grantee also shall comply with all other applicable federal, state, and local statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City's Municipal, Building, and Developmental Rules and Regulations.

2. Period of Affordability/Restrictive Covenant: All units herein produced shall be maintained as affordable housing for a Five (5) year Affordability Period, as per MC 3.14.030(H). To be classified as affordable housing, it is required that the owner shall maintain the Property as Owner Occupied, single family residential property for residential purposes only, until the expiration of the Affordability Period. The Affordability Period will begin on the effective date of conveyance from Grantee to Owner. To ensure compliance with the Affordability Period, the owner(s) of the Property, shall execute a Deed Restriction and Covenants Agreement, a Copy of which is attached hereto as Attachment "A" and incorporated herein by this reference, which shall be recorded in the office of the County Clerk of Lea County. The Affordability requirements apply without regard to the term of any loan or mortgage or the transfer of ownership. The Grantee acknowledges that failure to meet the Affordability requirements stated herein is a breach of this Agreement.

3. Records: The Grantee shall keep all records that must be maintained for each unit herein produced. The Grantee shall maintain all records pertaining to the units at its principal place of business for a period of no less than five (5) years after the Affordability Period. The Grantee shall make all records available to the City, MFA, and to their respective representatives during normal business hours. The Grantee shall maintain all mortgages and Project financial records, including source documentation to support how Grant funds were expended, which includes, but is not limited to invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by the general contractor, and other documentation as may be required by the City to support the expenditures for this Project. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of this required 5-year period, the Grantee must maintain the records until completion of the action and resolution of all issues which arise from it, or until the end of the 5-year period, whichever is later. This section shall survive the termination of this Agreement.

Section 5. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Grantee shall not assign or transfer any interest in this Agreement. Except that Grantee is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Grantee is the principal party or to an affiliated company, working with the Grantee on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

Section 6. Insurance Requirements and Hold Harmless Provision.

1. Grantee agrees to obtain and maintain appropriate insurance during the course of the project with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Grantee or any employee or agent of Grantee while engaged in performing the services called for herein. Grantee will provide a current Certificate of Insurance to be attached to this agreement, with the City of Hobbs as shown as an additional insured party.

2. The Grantee shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

3. Grantee shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Grantee or any employee or agent of Grantee during the entire term of this agreement and any time thereafter, including but not limited to the five (5) year Affordability Period contemplated in Section 4 herein, regarding any claim specific to the Grantee's performance of this agreement.

Section 7. Governing Law and Provisions.

1. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

Section 8. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

Section 9. Breach.

1. Events of Breach: The following shall constitute an Event of Breach under this Agreement:

- a. If the Grantee fails to comply with any regulations governing Low To Moderate Income Housing Grants, including, but not limited to, City of Hobbs Municipal Code 3.14, NMSA §6-27-1 through §6-27-8 or fails to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to the Grantee;
- b. If the Grantee is deemed in default under the terms of other financing or mortgages used for the Project and said defaults extends beyond the applicable cure period provided in said documents;
- c. If at any time any material representation made by the Grantee in any written certification or communication submitted by the Grantee to the City in an effort to induce the making of this grant or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner;
- d. If the Grantee does not disclose to the City, upon demand, the names of all persons with whom the Grantee has contracted or intends to contract with for the construction or conveyance of any portion of the Project, including contracts for services and/or labor; and
- e. If any default shall occur under the Mortgage and Restrictive Covenants, or any Grant Documents executed in connection with this grant by the City (herein in the "Grant Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the Grant Documents, or if there is no cure period set forth, then within thirty (30) days following the date of written notice to the Grantee thereof.

Notwithstanding any of the foregoing provisions to the contrary, if the Grantee has failed to cure any default within five (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

2. No Waiver: Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

3. Remedies: Upon the occurrence of any uncured Event of Default or any other breach of this Agreement, the City shall be free to terminate this Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of this Agreement, or other Grant Documents, statutory law, equity, or under common law. All remedies shall be deemed cumulative and, to the extent permitted by law; the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

Section 10. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach

of this Agreement.

2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

Section 11. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or January 1, 2030. A request for Low To Moderate Income Single Family Housing Unit reimbursement received after 48 months of the ratification Date of this agreement will not be eligible for disbursement, regardless if the unit produced qualified within the terms of this agreement.

Section 12. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Grantee: Habitat for Humanity of Hobbs, PO Box 5833, Hobbs, NM 88241 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

Section 13. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

City of Hobbs

Grantee

By: Sam D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney

RESTRICTIVE REAL ESTATE COVENANTS

Made in Hobbs, New Mexico

Date _____

These Restrictive Real Estate Covenants are made by Habitat for Humanity of Hobbs, PO Box 5833, Hobbs, NM 88241, (hereinafter "Grantee") in favor of the City of Hobbs whose address is 200 E. Broadway, Hobbs, New Mexico 88240, a municipal corporation ("City"), and shall run with the land until modified or released by the City.

1. Recitals:

A. The Grantee is the fee simple owner of that certain real estate ("Real Property") in Lea County New Mexico, which is located in Hobbs, NM and whose legal description is _____.

B. In consideration of the assistance given by the City for the benefit of the Grantee, the Grantee has agreed to restrictions on the use and occupancy of the Real Property.

2. Definitions

"AMI" means Area Median Income which is the annual income figure for a specific geographic area which is determined annually by the Department of Housing and Urban Development and adjusted for family size.

"Annual Income" means the anticipated total income from all sources, as defined in 24 CFR 5.609, to be received by the Family Head and spouse and each additional member of the household during a twelve month period.

"Low Income" families means households earning Family Income of 80% or less of the City's median income for the area, as determined by the U.S. Department of Housing and Urban Development.

"Very Low-Income" families means households earning Family Income of 50% or less of Median Family Income.

"Family" means one or more individuals residing in a household.

"Family Income" means the gross annual income earned or received through all sources by a Family.

"HUD" means the U. S. Department of Housing and Urban Development.

3. Restrictive Covenants

A. Use of Property. The Real Property shall be used as and only for single family housing, and shall not be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property.

B. Income Qualifications. The Grantee shall determine the annual income of a household occupying or seeking to occupy the Property, in accordance with 24 CFR Part 5.609. The income of the household shall not exceed eighty percent (80%) of AML.

(1) The Grantee shall determine whether the annual income of a household occupying or seeking to occupy the Property, exceeds the applicable income limit prior to and during the households occupancy.

(2) The Grantee shall annually re-examine and document the income of the household residing in the Property to ensure compliance with Sections B of these covenants.

C. Property Standards Requirements. The project will meet all Housing Quality Standards, or other physical property standards regulated by HUD, and local building code requirements, and allow the City to inspect the property, for the duration of this Agreement.

D. Term. The provision of the Affordability of the Property required herein shall be continued for ten (10) years from the recorded date of these Covenants ("Affordability Period"). These Restrictive Real Estate Covenants shall be and constitute covenants running with the Real Property during the term of these Covenants and shall be enforceable by the City by legal and equitable action, including an action for injunctive relief.

E. The City has contributed the sum of \$[14,999].00 to the Grantee to be used towards the development of the Property. The Funds so contributed, or a fractional equivalent thereof, may be required to be repaid to the City in the event of an uncured violation of the Affordability obligations pursuant to these Restrictive Real Estate Covenants by the Grantee during the ten (10) year term of these Restrictive Real Estate Covenants. In the event of a violation of this Restrictive Real Estate Covenant, the City shall give written notice to the Grantee who shall have

thirty (30) days to cure the violation before the Funds Repayment shall become due. The address for the Grantee is as follows:

Habitat for Humanity of Hobbs
PO Box 5833
Hobbs, NM 88241

F. Binding Effect.

Upon execution of these Restrictive Real Estate Covenants by the Grantee, the terms, conditions and covenants under these Restrictive Real Estate Covenants shall be binding and inure to the benefit of the parties and their representatives, successors and assigns.

G. Construction and Severability. If any parts of these Restrictive Real Estate Covenants are held to be invalid or unenforceable, the remainder of the Restrictive Real Estate Covenants will remain valid and enforceable if the remainder is reasonably capable of completion.

IN WITNESS WHEREOF, the said Grantee hereunto duly authorized, have caused, this instrument to be executed on this the _____ day of _____, 2019.

Grantee:

Habitat for Humanity of Hobbs
PO Box 5833
Hobbs, NM 88241

By: _____

STATE OF NEW MEXICO)

COUNTY OF LEA)

This instrument was acknowledged before me on _____, 2019,
by _____, _____ of Habitat for Humanity of Hobbs, PO Box 5833,
Hobbs, NM 88241.

Notary Public

My Commission Expires:

REQUEST FOR CITY GRANT DISBURSEMENT

As of this date, _____, Habitat for Humanity of Hobbs ("Grantee") hereby requests disbursement of Grant Proceeds from CITY OF HOBBS, a New Mexico municipal corporation ("Grantor") as per supporting documents and authorities contained within Resolution # _____ and ratified by the local governing authority on _____.

Said disbursement request is for (address) _____, occupying Lot # _____, of the Albertson Block 1 Subdivision:

- Fourteen Thousand Nine Hundred Ninety Nine Dollars (\$14,999.00), is available to Developer upon issuance of Municipal Certificate of Occupancy. Attach hereto documentation from the City of Hobbs Chief Building Inspector.

Grantee: Habitat for Humanity of Hobbs
PO Box 5833
Hobbs, NM 88241

By: _____
(printed name) _____

W Navajo Dr

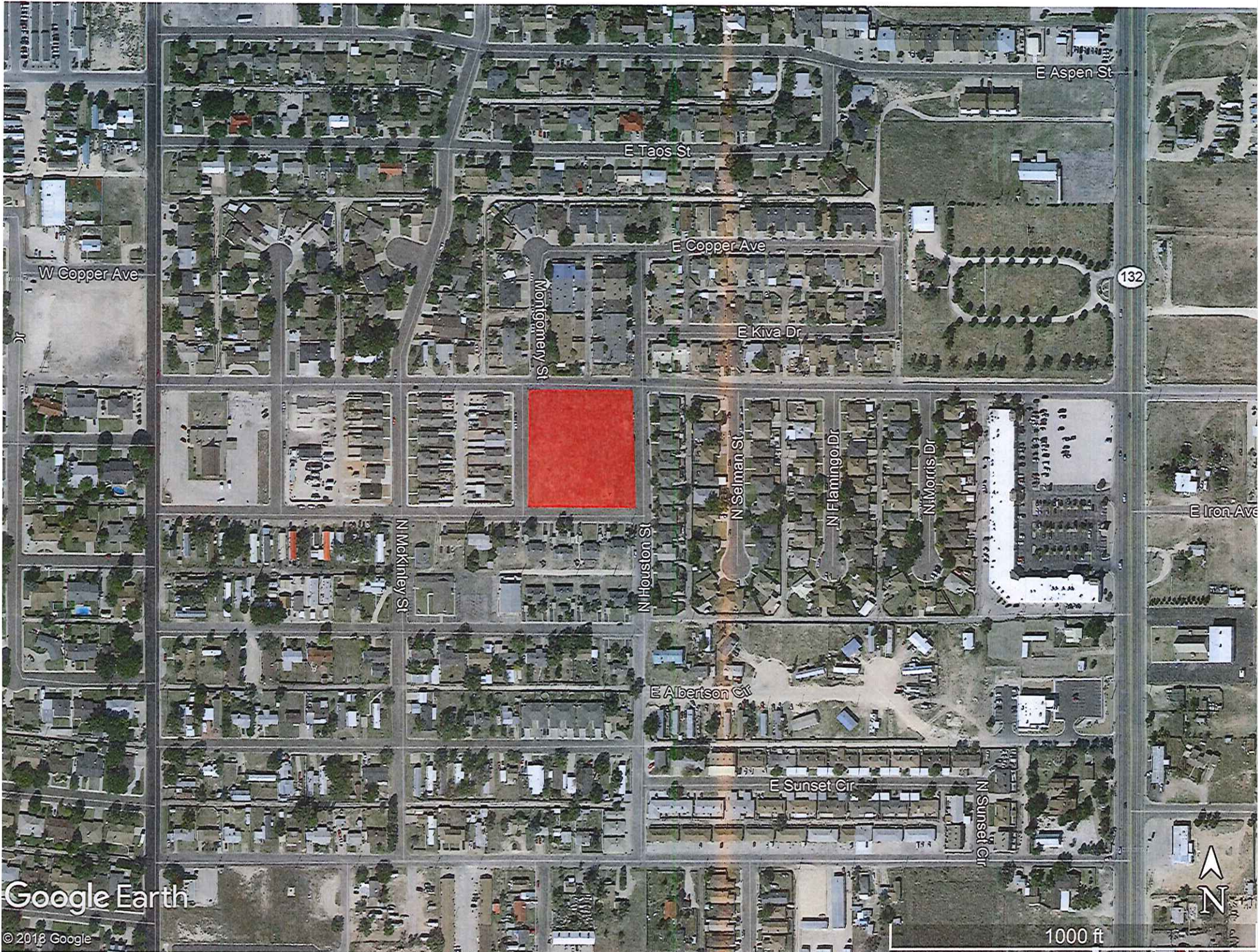


Google Earth

© 2018 Google

3000 ft





E Aspen St

E Taos St

E Copper Ave

E Kiva Dr

132

W Copper Ave

Montgomery St



N Selman St

N Flamingo Dr

N Morris Dr

E Iron Ave

N McKinley St

N Houston St

E Albertson Ct

E Sunset Cir

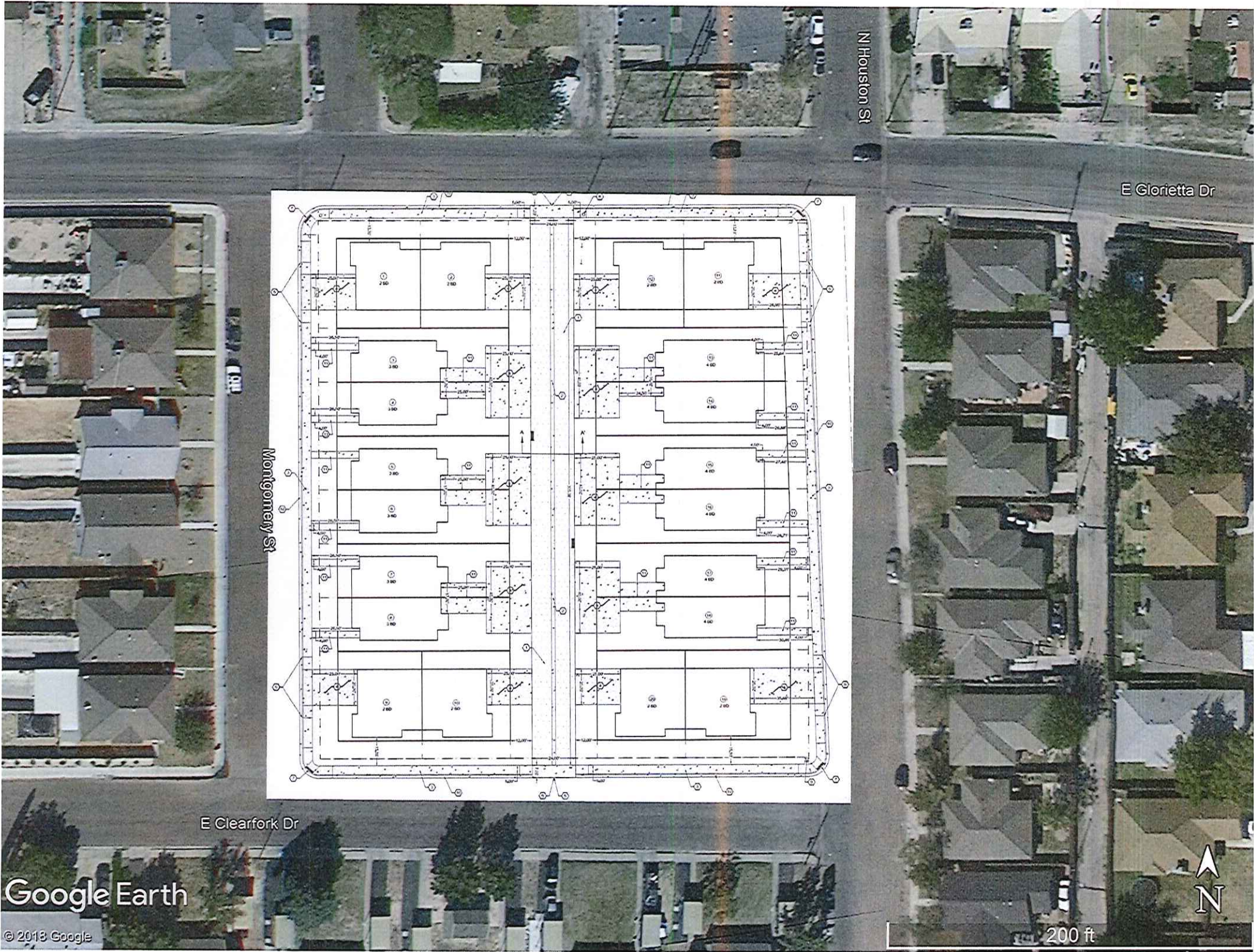
N Sunset Cir

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© 2018 Google

1000 ft





N Houston St

E Glorietta Dr

Montgomery St

E Clearfork Dr

Google Earth

© 2013 Google



200 ft

3.14.040 - General requirements.

With the exception of housing assistance grants involving funding from the State which shall be governed by Section 3.14.040(L) below, **the following requirements shall apply to all housing assistance grants and/or affordable housing funds awarded, loaned or otherwise distributed by the City under the Act to a qualifying grantee.**

- C. **Applicant Eligibility. The following applicants are eligible under the Act to apply for affordable housing funds or a housing assistance grant to provide housing or related services to persons of low or moderate income in their community:**
 - 1. All individuals who are qualified to receive assistance pursuant to the Act, the Rules, and this chapter that are approved by the City;
 - 2. All regional housing authorities and any governmental housing agencies;
 - 3. All for-profit organizations, including any corporation, limited liability company, partnership, joint venture, syndicate or association;
 - 4. **All non-profit organizations meeting the following requirements:**
 - a. **A primary mission of the nonprofit organization must be to provide housing or housing-related services to persons of low or moderate income;**
 - b. **The non-profit organization must have received its 501(c) (3) designation prior to submitting an application; and**
 - c. **The non-profit organization must have no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual.**
- D. **Applications.**
 - 1. **Process for Applying. From time to time, the City in its discretion, may also receive periodic applications, not necessarily based on response to a specific RFP, from applicants for affordable housing projects. Applicants wishing to apply for a housing assistance grant, including the use of any affordable housing funds, or to participate in any affordable housing program are required to submit to the City the following (as applicable):**
 - a. **One (1) original application, together with all required schedules, documents, or such other information which may be required by the City or in any RFP which may have been issued by the City, must be included in the completed application;**
 - b. **A proposal describing the nature and scope of the affordable housing project proposed by the applicant and for which the applicant is applying for funds or a grant under the Act, and which describes the type and/or amount of assistance which the applicant proposes to provide to persons of low or moderate income;**
 - c. **Executive summary and project narrative(s) that address the evaluation criteria set forth in any RFP issued by the City for the affordable housing funds or the housing assistance grant for which the applicant is applying;**
 - d. **A proposed budget for the affordable housing project for which the applicant is applying for affordable housing funds or for a housing assistance grant;**
 - e. **A current independent financial audit;**
 - f. **If the applicant is a non-profit organization: proof of 501(c)(3) tax status;**
 - g. **Documentation that confirms that no part of its net earnings inures to the benefit of any member, founder, contributor or individual; if the applicant is a legal entity, including a non-profit organization:**

A current annual budget for the applicant, including all sources and uses of funds not just those related to relevant programs and/or a current annual budget only for the program for which the applicant is applying for a housing assistance grant, or as otherwise may be required by the City and/or the MFA in its discretion; an approved mission statement that has among its purposes significant activities related to providing housing or housing-related services to persons or households of low or moderate income;

A list of members of the applicant's current board of directors or other governing body, including designated homeless participation, where required by the City;

Evidence (or a certification as may be allowed by the City) that the applicant has a functioning accounting system that is operated in accordance with generally accepted accounting principals, or has a designated entity that will maintain such an accounting system consistent with generally accepted accounting principles;

Evidence that the applicant has no significant outstanding or unresolved monitoring findings from the City, the MFA, or its most recent independent financial audit; or if it has any significant outstanding or unresolved monitoring findings from the City, the MFA, or its most recent independent financial audit, it has a certified letter from the City, the MFA, or the auditor stating that the findings are in the process of being resolved;

An organizational chart, including job titles and qualifications for the applicant's employees or as otherwise may be required by the City and/or the MFA in its discretion. Job descriptions may be submitted as appropriate;

Documentation that the applicant is duly organized under State or local law and certification that the applicant is in good standing with any State authorities, including the Public Regulation Commission and the Secretary of State;

- h. Information as may be required by the City in order for it to determine the financial and management stability of the applicant;
- i. Information as may be required by the City in order for it to determine the demonstrated commitment of the applicant to the community;
- j. A completed cost-benefit analysis of the affordable housing project proposed by the applicant. Any cost-benefit analysis must include documentation that clearly evidences that there is or will be a direct benefit from the project proposed by the applicant to the community and/or to the purported beneficiaries of the project, consistent with the provisions of the Act;
- k. Information to the City supporting the benefits to the community of the affordable housing project proposed by the applicant;
- l. Proof of substantive or matching funds or contributions and/or in-kind donations to the proposed affordable housing project in connection with the application for funds under the Act. Nothing contained herein shall prevent or preclude an applicant from matching or using local, private, or federal funds in connection with a specific housing assistance grant or a grant of affordable housing funds under the Act;
- m. Any certifications or other proof which it may require in order for the City to confirm that the applicant is in compliance with all applicable Federal, State and local laws, rules and ordinances;
- n. A verification signed by the applicant before a notary public that the information provided, upon penalty of perjury, is true and correct to the best of the applicant's information, knowledge, and belief;

- o. Certifications as may be required by the City and signed by chief executive officer, board president, Mayor or other authorized official of the applicant, provided that the City at its discretion may waive any of the foregoing requirements if not deemed applicable;

PROPOSAL FOR home development project of Albertson

Subdivision, Block 1

11 February 2019

Presented to:

Kevin Robinson

City of Hobbs

Submitted by:

Richard Sanchez

Habitat for Humanity of Hobbs, NM Area

2910 N. Gantt Ave

P.O. Box 5833

Hobbs, NM 88241-5833

575-390-5475

PROPOSAL FOR home development project of Albertson Subdivision Block 1

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- I. Development Summary
- II. Design Narrative
- III. Development Team Experience
- IV. Financial Capacity
- V. Development Budget

Attachments

- A. Project Plans
- B. Engineered Record Certification – Pettigrew & Associates
- C. Current Budget – Included in proposal, part V.
- D. Board of Directors
- E. Audit (email from Mary Hinds, CPA, Director at Johnson, Miller & Co.)
- F. Organizational Chart
- G. Cost per Home/In-kind Donations
- H. New Mexico Secretary of State – Active and Good Standing print out
- I. Maddox Contract
- J. Accounting System email from Dennis Wilson, CPA.
- K. Articles of incorporation for Habitat for Humanity of Hobbs, NM Area
- L. Determination Letters from Habitat for Humanity International and IRS
- M. Financial Statements — Included in Sealed Envelope

PROPOSAL FOR home development project of Albertson Subdivision Block 1

Development Summary

Habitat for Humanity is proposing to develop infrastructure on Albertson Subdivision Block 1, so we can build 20 low income homes. We will at minimum, build 5 homes per year. These homes will be a collection of 2, 3, and 4 bedroom, single story duplexes. Building duplexes on this lot will allow us to serve 20 families instead of 12.

Habitat for Humanity of Hobbs, NM Area appreciates the working relationship it has with the City of Hobbs, as the City was instrumental in establishing the infrastructure on blocks 2 and 3 on this same subdivision. As you know this land, Albertson Subdivision Block 1, on which we will build these 20 low income homes on was deeded to us from the City of Hobbs.

Habitat for Humanity's ministry is built around providing low income housing, so we share the city's commitment in helping the City to alleviate the shortfall of low-income housing.

We have a strong desire to continue our working relationship with the City of Hobbs in the design and development of this subdivision through entering a Development Agreement with receiving reimbursement for our development cost. In structuring the financing for the development, we are requesting a commitment from the City of \$14,999.00 for each home built; \$6,000.00 when the home is "dried-in" and \$8,999.00 upon issuance of Certificate of Occupancy.

PROPOSAL FOR home development project of Albertson Subdivision Block 1

Amount and Structure of Financing Requested

- \$299,980 or 14,999 per unit
- Grant funds shall only be used for the production of Low and Moderate Income Single Family Housing Units.

Affordability

- The project will commit to a period not to exceed 5 years from date of occupancy and be restricted to income qualified families as per the City of Hobbs.
- Habitat will carry the note at 0 % interest for 20 years for Partner Families.
- Home prices will not exceed
 - \$93,000.00 for 2 Bedroom, \$388.00 principal payment
 - \$95,000.00 for 3 Bedroom, \$396.00 Principal payment
 - \$97,000.00 for 4 Bedroom, \$404.00 principal payment

In comparison with the mixed income community which was just approved by the City of Hobbs Commission, their 3 bedroom apartments will rent for \$1,255.00 a month. Our three bedroom homes will cost our partner family between \$550 and \$590 a month, to own in twenty years. We carry the mortgage interest free.

PROPOSAL FOR home development project of Albertson Subdivision Block 1

II. Design Narrative

This subdivision will be composed of a collection of simple yet classically modern and efficient duplexes that are arranged in typical pattern, similar to the other blocks in the Albertson Subdivision. Each home will be wood frame construction with wood siding and a brick facade on the front porch of the home. All residential units face out to the streets, Houston, Montgomery, Glorieta, and Clearfork Streets. All homes are all electric and will utilize central heating and cooling. All homes will be single story, with a front porch, and a private fenced backyard. All homes will have front and back doors and at least a 36 inch window in all rooms. Typically, our homes are occupied by families with children.

The Albertson Subdivision, Block 1 will have an asphalt paved ally with a concrete rain gutter down the center. All utilities electric, cable, phone, internet, and water will be underground. There will be two electrical transformers in the alley. All homes will have their driveways in the alley.

Pettigrew and Associates was the engineering group we hired for the design, testing, and certification process. This design process was not done without the input of City of Hobbs personnel, especially Kevin Robinson and Todd Randall.

PROPOSAL FOR home development project of Albertson Subdivision Block 1

III. Development Team Experience

Developer – Habitat for Humanity of Hobbs, New Mexico Area

Habitat for Humanity is a global nonprofit housing organization working in local communities across all 50 states in the U.S. and in approximately 70 countries. Habitat's vision is of a world where everyone has a decent place to live.

Habitat works toward our vision by building strength, stability and self-reliance in partnership with families in need of decent and affordable housing. Habitat homeowners help build their own homes alongside volunteers and pay an affordable mortgage.

Habitat for Humanity of Hobbs New Mexico Area was established in Hobbs, NM in 1998, to conduct business as a non-profit corporation in the State of New Mexico. Habitat of Hobbs obtained tax exempt status in 1999 when they were granted affiliate status by Habitat for Humanity International (HfHI).

Habitat of Hobbs completed their first home in July of 2000. Our Habitat has built 38 homes and has rehabilitated 3 since its inception. Habitat for Humanity of Hobbs primarily focuses on new residential construction for low income families.

Habitat for Humanity of Hobbs has the capacity and capability to build low to moderate income housing in the City of Hobbs, in compliance with City Building Codes and all City Development Regulations and policies; and ability to perform this housing development work project in a timely manner.

PROPOSAL FOR home development project of Albertson Subdivision Block 1

Habitat for Humanity of Hobbs New Mexico Area partners with families who are selected based on financial need, current home environment, and safety and health. They must contribute 150 personal hours of "Sweat Equity" on homes being built for them and their neighbors. Their family and friends must also contribute an additional 200 hours. When the house is complete they are responsible to pay for the home with an interest free mortgage, which makes the home affordable.

Habitat for Humanity of Hobbs has over 15 local businesses who contribute labor and materials on all of the homes we build. This allows us to keep the cost of the home down for our partner families.

Habitat has great community, foundation, and church support. We receive financial help through cash contributions, grants, fundraisers, and volunteers to help at the construction site.

We get most of our homes built by Care-A-Vanners. They are retired people who come to Hobbs from all over the country in their RV's and donate their time and expertise working for two weeks at a time. This has allowed us to build more homes per year. Care-A-Vanners are a real blessing to Habitat and our partner families.

A service we provide to our Partner Families is we conduct education classes and provide support in areas such as; credit counseling, financial management, home buyer education, nutrition, health and wellness, and home maintenance.

Our mission

Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities and hope.

Our vision

A world where everyone has a decent place to live.

Our principles

1. Demonstrate the love of Jesus Christ.
2. Focus on shelter.
3. Advocate for affordable housing.
4. Promote dignity and hope.
5. Support sustainable and transformative development.

Non-proselytizing policy

Habitat for Humanity and its affiliate organizations will not proselytize. Nor will Habitat work with entities or individuals who insist on proselytizing as part of their work with Habitat. This means that Habitat will not offer assistance on the expressed or implied condition that people must adhere to or convert to a particular faith or listen and respond to messaging designed to induce conversion to a particular faith.

IV. Financial Capacity

Habitat for Humanity of Hobbs New Mexico Area was established in Hobbs, NM in 1998, to conduct business as a non-profit corporation in the State of New Mexico. Habitat obtained tax exempt status on in 1999 when they were granted affiliate status by Habitat for Humanity International. This non-profit has a very strong board made up of local residents who have established an efficient and well run organization. HfH of Hobbs is supported by many area businesses, churches, and the Maddox foundation. We have been on an upward trajectory every year on our home builds, and at this time, we bring in \$8,750.00 a month in mortgage payments, which we utilize to build more homes. This amount will change to \$9,100 in March 2019, as we will have another home sold to a partner family. We currently have a contract with Maddox Foundation for 5 years to build up to 43 homes and receive \$1,090,000.00. When we build a home, we must show Maddox foundation that we have the available funds to finish the home we started. Habitat for Humanity is a faith-based organization with plans to build 6 homes in the next year and will raise the funds to do so during the year.

At this time however, we have the available funds to finish all planned homes in this development due to a large donation which was transferred to Habitat for Humanity of Hobbs, New Mexico Area earlier this year.

PROPOSAL FOR home development project of Albertson Subdivision Block 1

Development Budget

We project the total cost of the home development at the Albertson Subdivision, Block 1 to cost approximately \$1,888,781.00. This includes the cost of all infrastructure, alley, ADA ramps, sidewalks, and all 20 homes, ten duplexes.

The infrastructure costs have all been paid for at this time, \$288,781.00 by Habitat for Humanity.

Ramirez and Sons	\$71,433.00
Entrench	\$202,170.00
Xcel	\$15,178.00

The cost of these homes not including the infrastructure, will average out to \$80,000.00 each home, or \$160,000.00 per duplex. We will build 20 homes at a cost of \$1,600,000.00 total. We receive \$20,000.00 in-kind donations from our area businesses for our homes; which brings down our home cost to \$60,000.00. We receive \$25,000.00 per home from the JF Maddox Foundation which further reduces our home cost to \$35,000.00 each.

PROPOSAL FOR home development project of Albertson Subdivision Block 1

Construction has already begun, and we have an estimated completion date of December 31, 2022.

This will include completion of site work and construction of 10 duplexes (20 housing units). We will at minimum, build five homes per year for the next four years.

Habitat will construct 10 duplexes on Albertson Subdivision, Block 1. These homes will be a collection of 2, 3, and 4 bedroom, single story duplexes. They will be traditional wood frame construction with wood siding. These homes will have central heating and air, and we will provide all appliances, refrigerator, range, washer and dryer.

Habitat for Humanity of Hobbs, New Mexico Area, will oversee the operations of the Project throughout the construction, family selection, and up to the Key ceremony and following 1 year warranty phase.

The Executive Director of Habitat for Humanity of Hobbs, NM Area will be responsible for the making sure Habitat, as the grantee complies with all applicable federal and state laws, rules, and regulations dealing with the property. Habitat will make sure for all Units herein produced be maintained as affordable housing for a Five (5) year Affordability Period. Habitat will keep all records that must be maintained for each unit herein produced.

PROPOSAL FOR home development project of Albertson Subdivision Block 1

All information provided is true and correct to the best of the applicant's information, knowledge, and belief.

Brandon Arnold

Brandon Arnold

Habitat for Humanity of Hobbs, New Mexico Area

Board President

For an acknowledgment in an individual capacity:

State of New Mexico

County of Lea

This instrument was acknowledged before me on 2/12/19 by Brandon Arnold.

Carla Whitley

Signature of Notary

My Commission expires: January 4, 2020



OFFICE OF THE
Carla Whitley
NOTARY PUBLIC-STATE OF NEW MEXICO

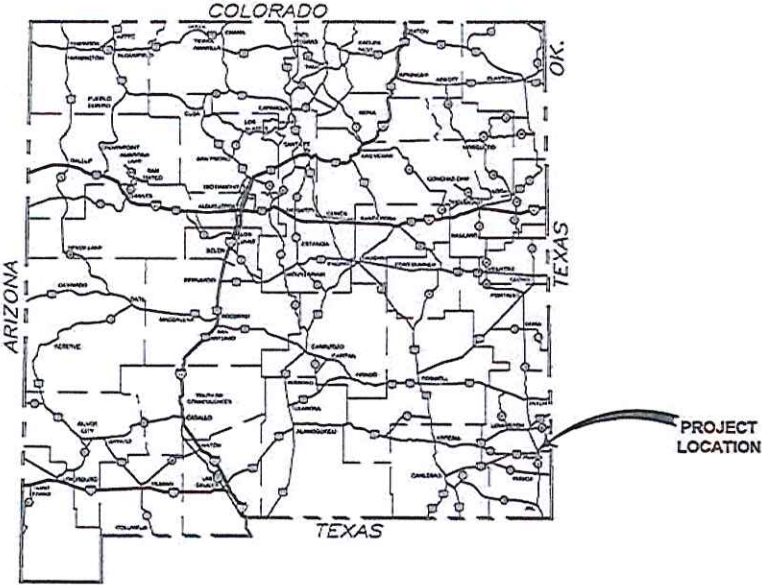
My commission expires: January 4, 2020

ALBERTSON SUBDIVISION

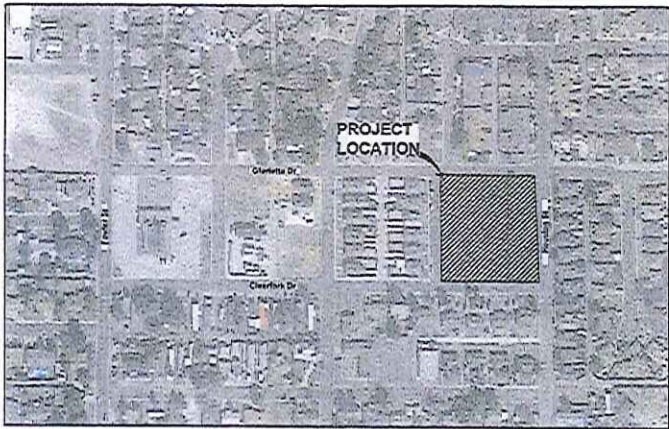
HABITAT FOR HUMANITY

INDEX TO DRAWINGS

- C-001 - COVER SHEET
- C-002 - GENERAL NOTES
- CS-101 - DEMOLITION PLAN
- CS-101 - CIVIL SITE PLAN
- CS-501 - CIVIL DETAILS
- CS-502 - CIVIL DETAILS
- CS-101 - CIVIL CONTROL PLAN
- CS-101 - CIVIL GRADING PLAN
- CU-101 - CIVIL UTILITY PLAN
- CU-501 - CIVIL UTILITY DETAILS
- CU-502 - CIVIL UTILITY DETAILS



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

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DAVID A. RYAN
 CIVIL ENGINEER
 PROFESSIONAL ENGINEER
 No. 05232018

PROJECT ENGINEER:	DAVID RYAN
PROJECT DESIGNER:	AS
DRAWN BY:	AS

LEGEND

REVISIONS		
NO.	DATE	DESCRIPTION

COVER SHEET

ALBERTSON
SUBDIVISION

HABITAT FOR HUMANITY

PROJECT NUMBER:	2017.1134
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SHEET:	C-001
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AS

Attachment A

CONSTRUCTION PROCEDURES AND GENERAL NOTES

1. NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (NMSSPWC) CURRENT EDITION SHALL APPLY TO THIS PROJECT. REFER TO STANDARD DRAWINGS FOR THE NMSSPWC LATEST EDITION UNLESS OTHERWISE NOTED.
2. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO SECURE AND SUPPLY WATER FOR THE PROJECT.
3. ALL DATA SHOWN HEREIN CONCERNING EXISTING PRIVATE AND/OR PUBLIC OWNED UTILITIES HAVE BEEN OBTAINED FROM THE OWNERS AND/OR FIELD OBSERVATIONS. THESE MAY OR MAY NOT BE ACCURATE. THE CONTRACTOR IS CAUTIONED THAT THEY ARE RESPONSIBLE FOR THE EXACT LOCATION AND PROTECTION OF ALL LINES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING, IN ADVANCE OF CONSTRUCTION OPERATIONS, IF OVERHEAD UTILITY LINES, SUPPORT STRUCTURES, POLES, GUYS, ETC. ARE AN OBSTRUCTION TO CONSTRUCTION OPERATIONS. IF ANY OBSTRUCTION IS OBSERVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY OWNER TO REMOVE OR SUPPORT THE UTILITY STRUCTURE. ANY COST ASSOCIATED WITH THIS EFFORT IS INCIDENTAL TO THE PROJECT.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT NEW MEXICO 811 (FORMERLY NEW MEXICO ONE CALL) A MINIMUM OF 2 WORKING DAYS BEFORE EXCAVATION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL LOCATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL DESIGNATED UNDERGROUND UTILITIES. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
5. NO MATERIAL PITS HAVE BEEN DESIGNATED FOR THIS PROJECT. THE CONTRACTOR MAY OBTAIN MATERIAL FROM ANY ACCEPTABLE SOURCE AS LONG AS MATERIAL REQUIREMENTS ARE MET.
6. CONSTRUCTION STAKING SHALL BE PERFORMED BY A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF NEW MEXICO AND IN GOOD STANDING.
7. THE CONTRACTOR SHALL CONFORM TO ALL CITY, COUNTY, STATE AND FEDERAL DUST AND EROSION CONTROL, REGULATING, THE CONTRACTOR SHALL PREPARE AND OBTAIN ANY NECESSARY DUST OR EROSION CONTROL PERMITS FROM REGULATORY AGENCIES.
8. THE CONTRACTOR SHALL PROMPTLY REMOVE ANY MATERIAL EXCAVATED WITHIN THE PUBLIC RIGHT-OF-WAY TO KEEP IT FROM WAHING OFF THE PROJECT SITE.
9. THE CONTRACTOR SHALL ENSURE THAT NO SOIL ERODES FROM THE SITE ONTO OTHER PROPERTY BY CONSTRUCTING TEMPORARY EROSION CONTROL, BARRIERS OR INSTALLING Silt FENCES AT THE PROPERTY LINES AS INDICATED ON THE APPROVED DRAWING.
10. THE CONTRACTOR SHALL MITIGATE EROSION OF TEMPORARY OR PERMANENT DIRT CHANNELS BY INSTALLING CHECK DAMS IN THE CHANNELS PERPENDICULAR TO THE DIRECTION OF FLOW, AND AT INTERVALS SPECIFIED ON THE SWPPP.
11. THE CONTRACTOR SHALL WET THE SOIL AS NEEDED TO KEEP IT FROM BLOWING, WATERING, AS REQUIRED FOR CONSTRUCTION AND DUST CONTROL, SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO MEASUREMENT OR PAYMENT SHALL BE MADE THEREFOR. CONSTRUCTION AREAS SHALL BE WATERED FOR DUST CONTROL IN COMPLIANCE WITH GOVERNMENT ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND SUPPLYING WATER AS REQUIRED.
12. ANY AREAS DISTURBED BY CONSTRUCTION AND NOT COVERED BY LANDSCAPING OR ANY IMPROVISED SURFACE SHALL BE REVEGETATED WITH NATIVE GRASS SEEDING. WHEN CONSTRUCTION ACTIVITIES CEASE AND EARTH DISTURBING ACTIVITIES WILL NOT RESUME WITHIN 21 DAYS, STABILIZATION MEASURES MUST BE INSTALLED. UNLESS INDICATED OTHERWISE ON THESE PLANS OR ON THE LANDSCAPING PLAN, NATIVE GRASS SEEDING SHALL BE CLASS A SEEDING PER SECTION 1011 AND 1012 OF THE NMSSPWC STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. COST IS INCIDENTAL TO THE PROJECT.
13. THE CONTRACTOR WILL REPORT AND RESPOND TO ANY SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DIESEL, MOTOR OILS, SOLVENTS, CHEMICALS, TOXIC OR CORROSIVE SUBSTANCES, STEAM OR STEAM AS WELL AS ANY RELEASE OF A CORROSIVE, HAZARDOUS, TOXIC OR RADIOACTIVE SUBSTANCE THAT MAY BE A THREAT TO PUBLIC HEALTH OR THE ENVIRONMENT. REPORTS OF SPILLS WILL BE MADE IMMEDIATELY TO BOTH THE NEW MEXICO ENVIRONMENT DEPARTMENT EMERGENCY RESPONSE TEAM (NEW-MEXICO EMERGENCY ON ROADWAYS) AND THE LEA COUNTY EMERGENCY RESPONSE CENTER (ECR) (915) 701-2941. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPORTING AND CLEANUP OF ANY SPILL ASSOCIATED WITH PROJECT CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPORTING ANY DISCOVERIES OF PALEO SPILLS OR CURRENT SPILLS NOT ASSOCIATED WITH CONSTRUCTION.
14. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS REGARDING SURFACE AND UNDERGROUND WATER. CONTACT WITH SURFACE WATER BY CONSTRUCTION EQUIPMENT AND PERSONNEL SHALL BE MINIMIZED. EQUIPMENT MAINTENANCE AND REFUELING OPERATIONS SHALL BE PERFORMED IN AN ENVIRONMENTALLY SAFE MANNER IN COMPLIANCE WITH GOVERNMENT REGULATIONS.
15. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS CONCERNING CONSTRUCTION NOISE AND HOURS OF OPERATION.
16. WHERE STORM INLETS ARE SUSCEPTIBLE TO INFLOW OF SILT OR DEBRIS FROM CONSTRUCTION ACTIVITIES, PROTECTION SHALL BE INSTALLED ON THEIR UPSTREAM SIDE.
17. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO SURFACING OF THE STREETS. ALL WATER VALVE BOXES AND ELECTRICAL, TELEPHONE, TELEVISION AND SEWER MANHOLES IN THE CONSTRUCTION AREA SHALL BE ADJUSTED TO FINISH GRADE.
18. ALL SIGNS, BARRICADES, CHANNELIZATION DEVICES, PAVEMENT MARKINGS, SIGN FRAMES, AND ERECTION OF SIGN DEVICES SHALL CONFORM TO THE REQUIREMENTS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" LATEST EDITION.
19. ALL STREET STRIPING ALTERED OR DESTROYED DURING CONSTRUCTION BEYOND THE DIRECTION OF THE CIVIL SITE PLAN (SHEET CS-101) SHALL BE REPLACED BY THE CONTRACTOR TO MATCH THE ORIGINAL CONDITIONS (I.E. TYPE, SPACING) AT THE LOCATION PRIOR TO CONSTRUCTION, OR AS SHOWN ON THESE DRAWINGS.
20. STREET GRADES SHALL BE RESTORED BY THE CONTRACTOR TO THE EXISTING GRADES UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SMOOTH TRANSITIONS SHALL BE MADE BETWEEN EXISTING PAVEMENT WHICH REMAINS IN PLACE AND PAVEMENT WHICH IS REPLACED. WHEN ADAPTING NEW PAVEMENT TO EXISTING, SMOOTH BACK EXISTING PAVEMENT TO A NEAT, STRAIGHT LINE AS REQUIRED TO REMOVE ANY BROTCHEN OR CRACKED PAVEMENT.
21. A MINIMUM GURY TO TOP OF PIPE REQUIRED FOR ALL UTILITIES UNLESS OTHERWISE NOTED.
22. HELL HOLES AT JOINTS SHALL BE HAND EXCAVATED TO PROVIDE AMPLE ROOM TO PROPERLY MAKE UP THE JOINT, BUT SHALL THERE BE MORE THAN 3 INCHES OF UNSUPPORTED LENGTH AT EITHER END OF EACH LENGTH OF PIPE. THE PIPE SHALL BE ENGAGED.
23. BOTTOM OF TRENCH IS TO BE EXCAVATED TO A SMOOTH, UNIFORM GRADE AND HAND LEVELED. IF NECESSARY, TO SECURE AN EVEN BEARING SURFACE FOR THE PIPE.
24. PVC PIPE SHALL BE PVC SCHEDULE 40 UNLESS OTHERWISE INDICATED BY PLANS.
25. JOINT RESTRAINTS (CONCRETE THRUST BLOCKS) SHALL BE USED AT ALL BENDS, TEE'S, DEAD ENDS, REDUCERS, VALVES, FIRE HYDRANTS AND OTHER LOCATIONS AS DESIGNATED BY THE ENGINEER. THE RESTRAINT SHALL HAVE A MINIMUM WORKING PRESSURE RATING OF 150 PSI. THE RESTRAINT SHALL BE EBAAHION SERIES 1005 OR APPROVED EQUAL. MECHANICAL JOINT RESTRAINTS ARE TO BE USED ON ALL CONNECTIONS AND FITTINGS.
26. CONSTRUCTION MATERIAL TESTING SHALL BE PERFORMED BY AN AASHTO-ACCREDITED LABORATORY. THE CONTRACTOR SHALL PROVIDE THE ENGINEER 24 HOURS NOTICE OF ANY TESTING REQUIRED. ANY ITEM INSTALLED WITHOUT BEING TESTED OR CERTIFIED SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.
27. TRENCHING OPERATIONS, BRACING, SUPPORT SYSTEMS, TIGHT SHEETING, AND OTHER NECESSARY PRECAUTIONS SHALL CONFORM TO OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SUBPART P.
28. CONTRACTOR MUST OBTAIN CLIENT PERMISSION BEFORE SALVAGING ANY ITEMS SPECIFIED FOR REMOVAL AND DISPOSAL.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DISPOSAL SITES THAT ARE ENVIRONMENTALLY SUITABLE FOR DISPOSAL OF ITEMS NOT SPECIFIED TO BE SALVAGED. THE CONTRACTOR IS EXPECTED TO ABIDE BY ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS IN OBTAINING THE NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES AND/OR PRIVATE PROPERTY OWNERS. ALL COSTS ASSOCIATED WITH OBTAINING THESE PERMITS SHALL BE INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO DIRECT MEASUREMENT OR PAYMENT SHALL BE MADE THEREFOR. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH COPIES OF ALL PERTINENT INFORMATIONAL AGREEMENTS, AND PERMITS RELATED TO DISPOSAL SITES UTILIZED, BORROW MATERIAL, ROCK WASTE, AND VEGETATIVE DEBRIS CANNOT BE PLACED IN WETLANDS, AIRWAYS, OR AREAS THAT MAY IMPACT THREATENED OR ENDANGERED SPECIES, ARCHEOLOGICAL AND ENVIRONMENTAL CLEARANCES MUST BE OBTAINED BEFORE DISPOSAL.
30. CONCRETE COLLARS SHALL BE INSTALLED AROUND ALL NEW VALVE COVERS.
31. VALVE BOX COVERS SHALL BE PROVIDED WITH REBAR STRIP AND WEDGE LOCKING DEVICES (TYPE D) OR APPROVED EQUAL.
32. CLEARING AND GRUBBING: ALL SURFACE DEBRIS, INCLUDING TREES, ROOTS, STUMPS, AND ORGANIC MATTER SHALL BE REMOVED AND DISPOSED OF AT A LOCATION(S) OUTSIDE THE LIMITS OF THE PROJECT.
33. ROADWAY GROUNDS: ALL ROADWAYS THAT ARE TRAVERSED BY OPEN TRENCHING SHALL BE RESHAPED TO THE ORIGINAL SECTION WITH COMPATIBLE MATERIAL.
34. ALL GATE VALVE SYSTEMS SHALL BE FURNISHED WITH APPROVED EXTENSIONS TO WITHIN 18 INCHES OF THE TOP OF THE VALVE BOX COVER.
35. TRACER WIRE SHALL BE INSTALLED ALONG ALL PIPELINES AND TERMINATED AT EACH VALVE.
36. EXISTING SITE IMPROVEMENTS, EXCLUDING ITEMS SPECIFIED BY THE DEMOLITION PLAN ON SHEET CD-101, WHICH ARE DAMAGED OR DISPLACED BY THE CONTRACTOR SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S OWN EXPENSE. REPAIRS SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION OF THE REPAIRS. REPAIRS SHALL BE ACCEPTED BY THE OWNER PRIOR TO FINAL PAYMENT.
37. AS SHOWN TO CONTRACTOR SHALL DELIVER FINAL CERTIFIED AS-BUILTS TO THE ENGINEER IN HARD COPY AND ACD 1005 OR ENVELOPE. ALL VERTICAL AND HORIZONTAL ALIGNMENTS ON PROJECT COORDINATIONS SHALL BE CERTIFIED BY A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF NEW MEXICO AND IN GOOD STANDING.
38. FOR ALL ITEMS NOTED TO BE REMOVED, REMOVE NOT ONLY THE ABOVE GROUND ELEMENTS, BUT ALSO REMOVE ALL UNDERGROUND ELEMENTS AS WELL INCLUDING, BUT NOT LIMITED TO: FOUNDATIONS, GRAVEL FILLS, TREE ROOTS, PIPES, TANKS, ETC.
39. ALL EXISTING STREET IMPROVEMENTS SHALL REMAIN IN PLACE UNLESS OTHERWISE NOTED. SHOULD AN EXISTING STRUCTURE BE DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE IT AT THEIR OWN EXPENSE.

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 www.pettigrew.com

STATE OF NEW MEXICO
 PROFESSIONAL ENGINEER
 David Pettigrew
 05/23/2018

PROJECT NUMBER: DAVID PETTIGREW
 PROJECT DESIGNER: AC
 DRAWN BY: AC

LEGEND

NO.	DATE	DESCRIPTION

REVISIONS

NO.	DATE	DESCRIPTION

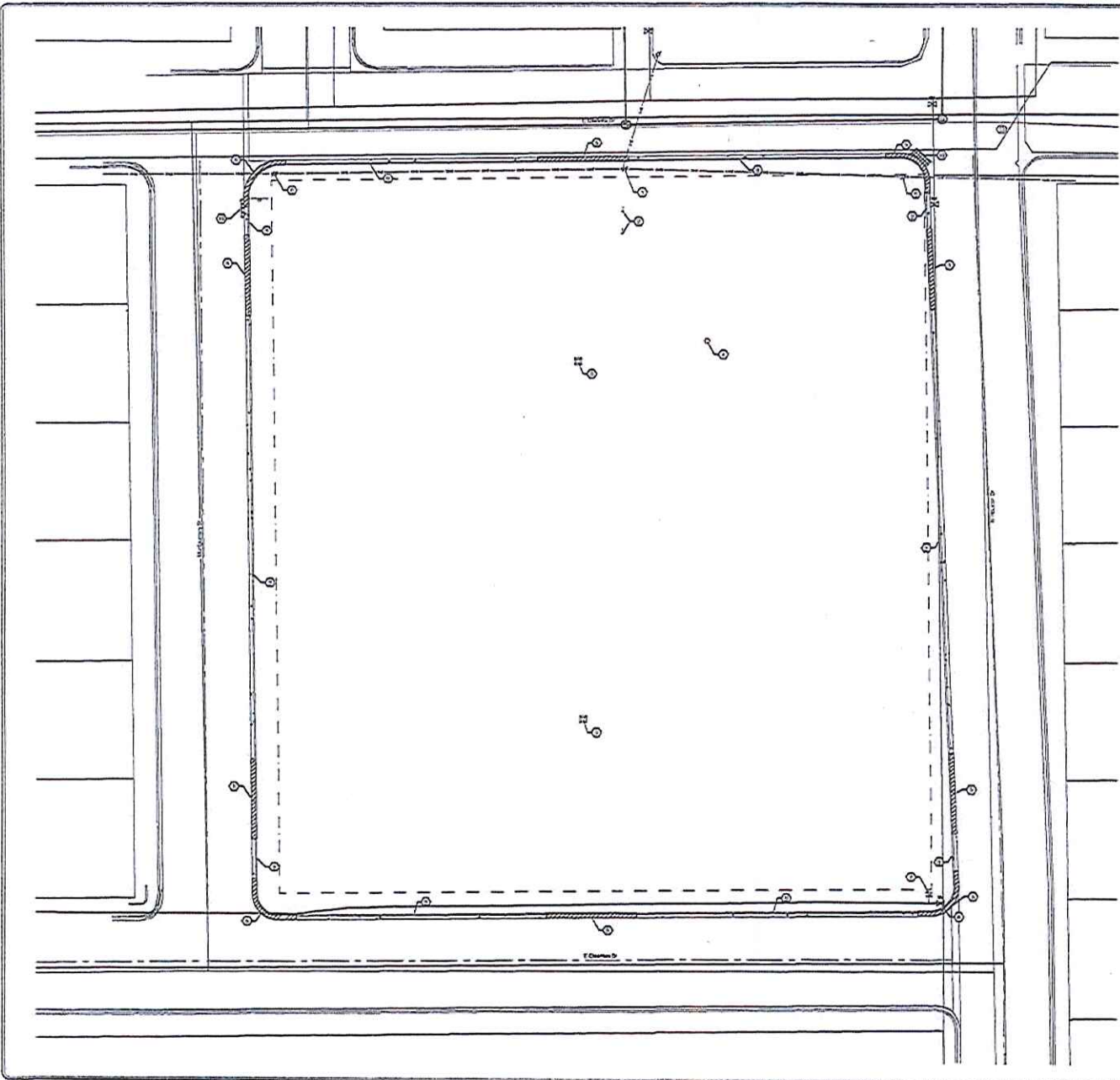
GENERAL NOTES

ALBERTSON
SUBDIVISION

HABITAT FOR HUMANITY

PROJECT NUMBER: 2017.1134

SHEET: C-002



- COVERED NOTES**
- ① DEMOLITION TO COORDINATE WITH NCEL PLAN AND TO ALIGN WITH THE ELECTRICAL POLE. REFERENCE C&G OF PROFESSIONAL ASSOCIATION.
 - ② CONTRACTOR TO COORDINATE WITH NCEL CADD TO REDUCATE EXISTINGLY W/MS.
 - ③ REMOVE EXISTING ELECTRICAL PLESTAL.
 - ④ REMOVE EXISTING GIRD AND GUTTER.
 - ⑤ EXISTING ELECTRICAL POLES TO REMAIN IN PLACE.
 - ⑥ EXISTING FIRE HYDRANT TO REMAIN IN PLACE.
 - ⑦ EXISTING WATER VALVE TO REMAIN IN PLACE.
 - ⑧ EXISTING CURB AND GUTTER TO REMAIN IN PLACE.
 - ⑨ EXISTING STORM DRAIN INLET TO REMAIN IN PLACE.

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DAVID A. POTER
 STATE NO. 38791
 PROFESSIONAL ENGINEER
David Potter
 06/23/2018

PROJECT ENGINEER: DAVID POTER, PE
 PROJECT DESIGNER: ANE
 ENGINEER: ANE

LEGEND

	PLAT LINE
	EXIST. WATER LINE
	EXIST. STORM SEWER LINE
	EXIST. GASEOUS LINE
	PROPERTY LINE
	ELECTRIC POWER POLE
	SEWER MANHOLE
	STORM SEWER MANHOLE
	GAS FIRE HYDRANT
	WATER VALVE
	CURB AND GUTTER TO BE
	PAVING
	ASPHALT
	CONCRETE
	STORM DRAIN INLET

REVISIONS

No.	DATE	DESCRIPTION

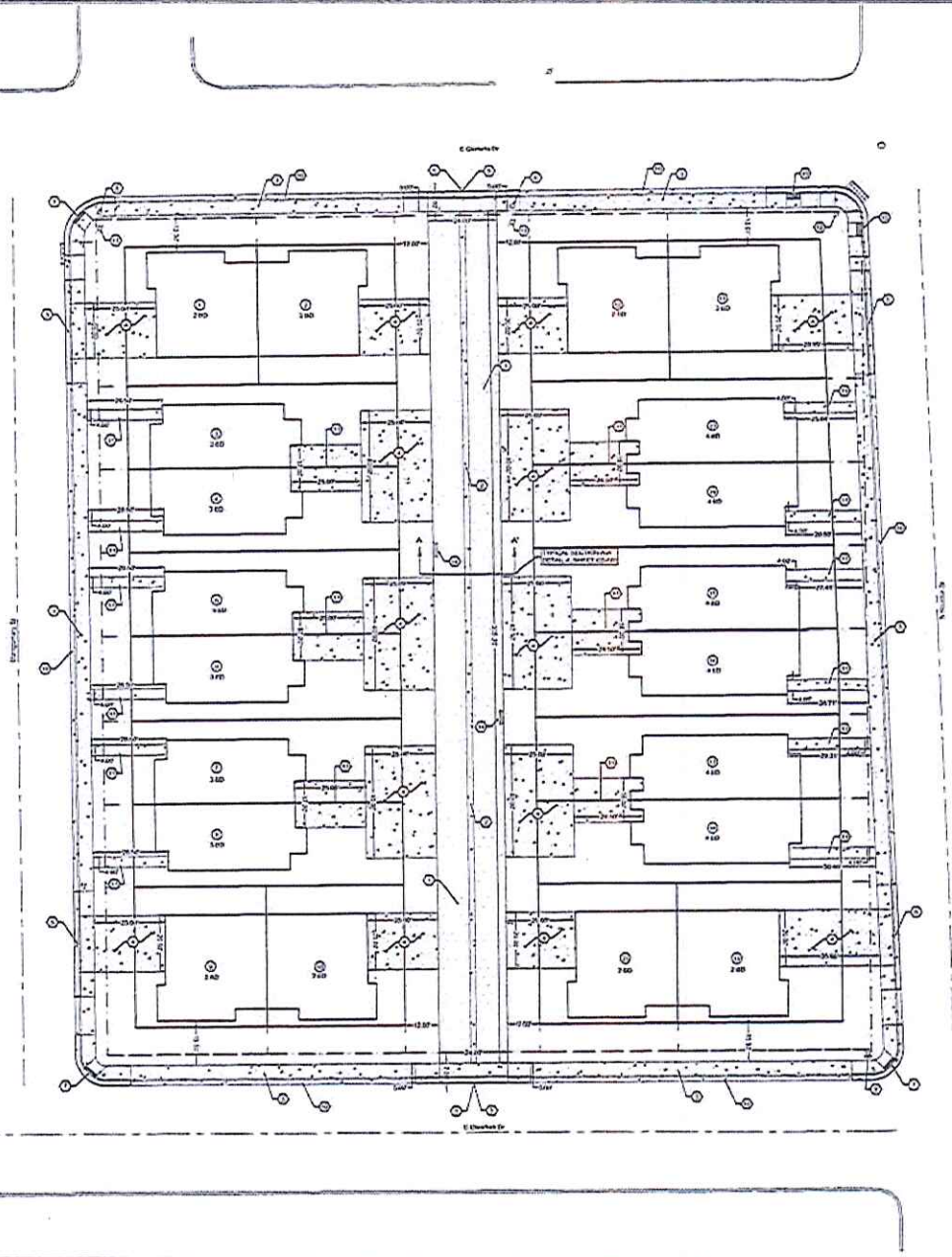
DEMOLITION PLAN

 ALBERTSON
 SUBDIVISION

 HABITAT FOR HUMANITY

PROJECT NUMBER:
 2017.1134
 SHEET:
 CD-101





- KEYED NOTES**
- ① INSTALL ASPHALT PAVEMENT PER DETAIL 4 AND 5, SHEET CS-001
 - ② INSTALL 2\"/>
 - ③ THE NEW SIDEWALK INTO EXISTING CURB AND GUTTER PER DETAIL 3, SHEET CS-001
 - ④ INSTALL 4\"/>
 - ⑤ INSTALL DRIVEWAY PER DETAIL 1, SHEET CS-001
 - ⑥ SAWCUT AND MATCH EXISTING PAVEMENT
 - ⑦ INSTALL SINGLE DIAGONAL PARALLEL CURB RAMPS PER DETAIL 6, SHEET CS-002
 - ⑧ ELECTRIC POWER POLE TO BE MOVED, REFERENCE SHEET CD-101
 - ⑨ EXISTING FIRE HYDRANT TO REMAIN IN PLACE
 - ⑩ EXISTING CURB AND GUTTER TO REMAIN IN PLACE EXCEPT WHERE STATED OTHERWISE PER CD-101
 - ⑪ INSTALL 4\"/>
 - ⑫ EXISTING POWER POLE TO REMAIN IN PLACE
 - ⑬ PROPOSED RELOCATION OF POWER POLE
 - ⑭ PROPOSED MAILBOX LOCATION
 - ⑮ INSTALL HANDICAP RAMP PER DETAIL 10, SHEET CS-002

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DAVID A. ROYCE
 PE
 2839
 PROFESSIONAL ENGINEER
 05/23/2018

PROJECT ENGINEER: DAVID ROYCE, PE
 PROJECT DESIGNER: AJC
 DRAWN BY: AJC

LEGEND

--- SAWCUT AND MATCH
 --- PRECINCT
 --- LOTS
 --- STADING SHEETS
 --- STADING NUMBER
 --- ASPHALT
 --- CONCRETE
 --- EXISTING STORM DRAIN
 --- MAIL

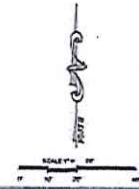
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NO.	DATE	DESCRIPTION

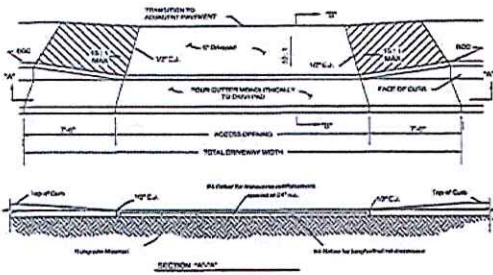
CIVIL SITE PLAN

**ALBERTSON
 SUBDIVISION**

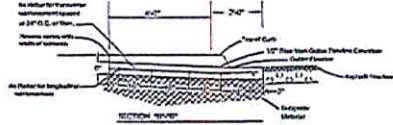
HABITAT FOR HUMANITY

PROJECT NUMBER: **2017.1134**
 SHEET: **CS-101**



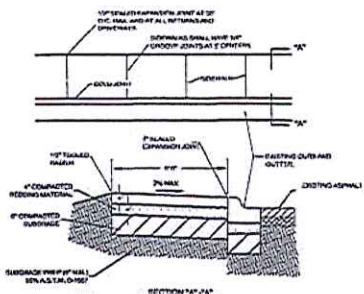


1 DRIVEPAD
TYPICAL DETAIL
SCALE: N.T.S.

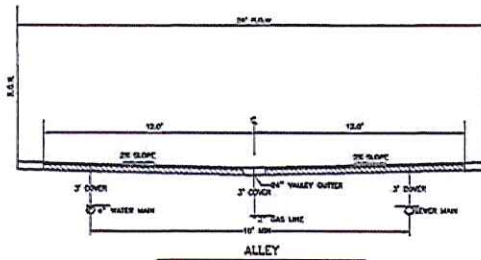


- NOTES**
1. ALL REINFORCED CONCRETE SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (ANSI/SPPC) CURRENT EDITION SHALL APPLY TO THIS PROJECT UNLESS INDICATED OTHERWISE. FOR THE REVISIONS, LATEST EDITIONS AND OTHERWISE NOTED.
 2. CONTRACTOR SHALL OBTAIN MATERIALS FROM APPROVED SOURCES.
 3. CONTRACTOR SHALL MAINTAIN CLEAR AND UNOBTURATED DRAINAGE CHANNELS THROUGHOUT THE PROJECT. ALL DRAINAGE MATERIAL SHALL BE 1/2\"/>

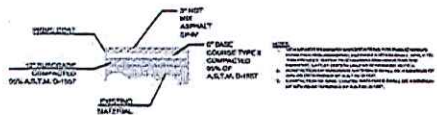
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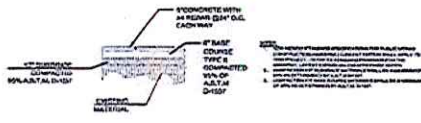
3 SIDEWALK
TYPICAL DETAIL
SCALE: N.T.S.



4 TYPICAL SECTION A-A'
SCALE: N.T.S.



5 ASPHALT PAVEMENT
TYPICAL SECTION
SCALE: N.T.S.



6 6\"/>



7 4\"/>

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AUSTIN, TEXAS

DAVID A. JUDY
REGISTERED PROFESSIONAL ENGINEER
05/23/2018

PROJECT ENGINEER: DAVID JUDY
PROJECT GEOMETRIC: AC
DRAWN BY: AC

REVISIONS		
No.	DATE	DESCRIPTION

CIVIL DETAILS

ALBERTSON
SUBDIVISION

HABITAT FOR HUMANITY

PROJECT NUMBER:
2017.1134

SHEET:
CS-501



PROJECT ENGINEER: DAVID ROYCE
 PROJECT DESIGNER: AC
 DRAWN BY: AC

REVISIONS

NO.	DATE	DESCRIPTION

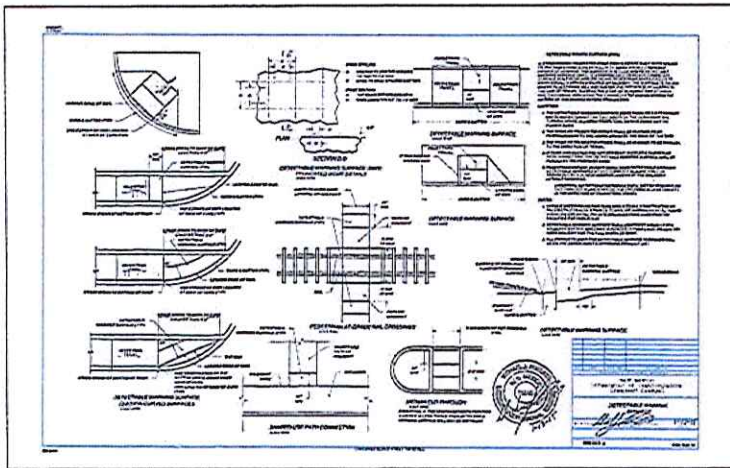
CIVIL DETAILS

ALBERTSON SUBDIVISION

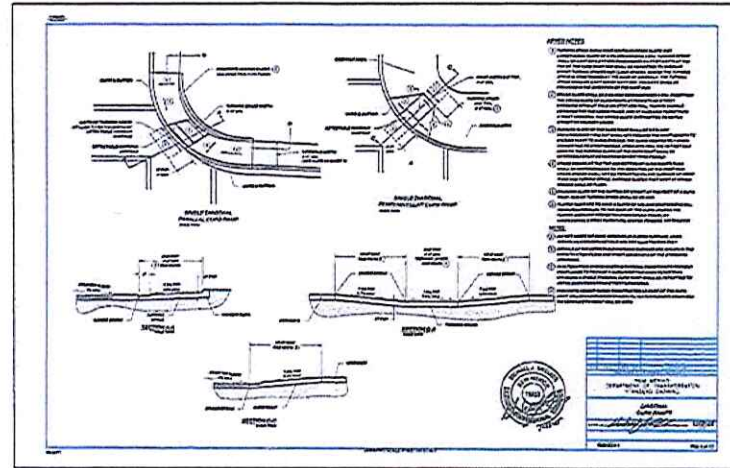
HABITAT FOR HUMANITY

PROJECT NUMBER:
2017.1134

SHEET:
CS-502



8 DETECTABLE WARNING SURFACE
SCALE: N.T.S.

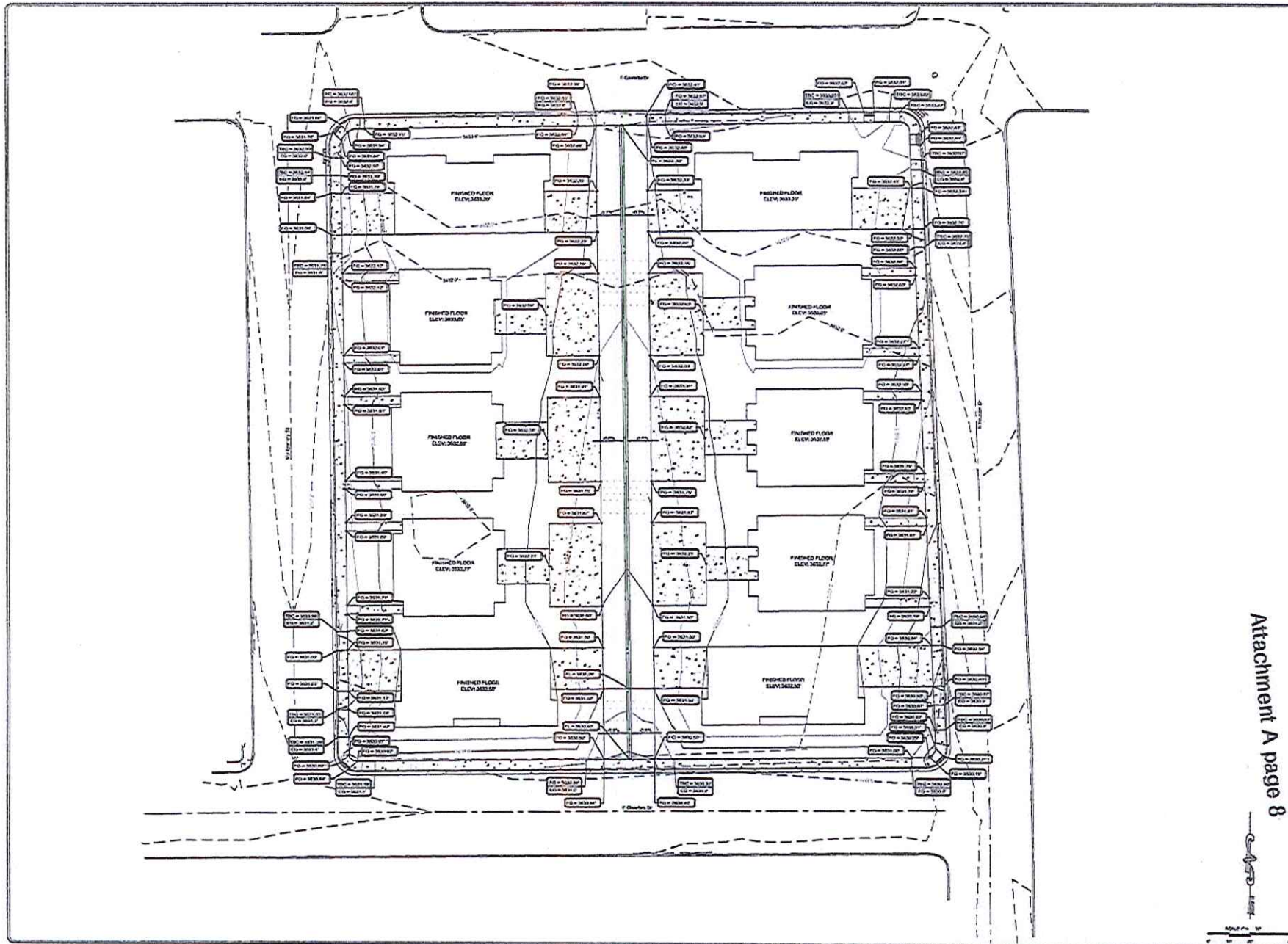


9 SINGLE DIAGONAL PARALLEL CURB RAMPS
SCALE: N.T.S.



- NOTES**
1. NEW CONCRETE STAMPS MUST BE INSTALLED AT THE TIME OF PLACING CONCRETE. REFER TO STAMPING DRAWINGS FOR THE STAMPING LAYOUT AND STAMPING SEQUENCE.
 2. CONSTRUCTION OF SURFACING MATERIALS SHALL BE A MINIMUM OF 6" AS SPECIFIED BY THE CONTRACT.
 3. ALL CONCRETE SHALL BE CLASS A UNLESS OTHERWISE NOTED ON PLANS OR SPECIFICATIONS.

10 HANDICAP RAMP DETAIL
SCALE: N.T.S.



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PROJECT ARCHITECT: DAVID PETTIGRE
 PROJECT DESIGNER: AS
 DRAWING BY: AS

LEGEND

---	FINISH GRADE 6 IN CE
---	FINISH GRADE 12 IN CE
---	12 IN. GRADE 6 IN CE
---	6 IN. GRADE 12 IN CE
---	ROADWAY LIMIT
---	ROADWAY FINISH LINE
---	EDGE OF ASPHALT
---	EXISTING GRADE
---	FINISH GRADE
---	FLOWLINE
---	EDGE OF RETAINING
---	STRUCTURE
---	TOP BACK OF CURB
---	TOP OF RETAINMENT
---	ASPHALT
---	CONCRETE
---	CURB

REVISIONS

No.	DATE	DESCRIPTION

CIVIL GRADING PLAN

**ALBERTSON
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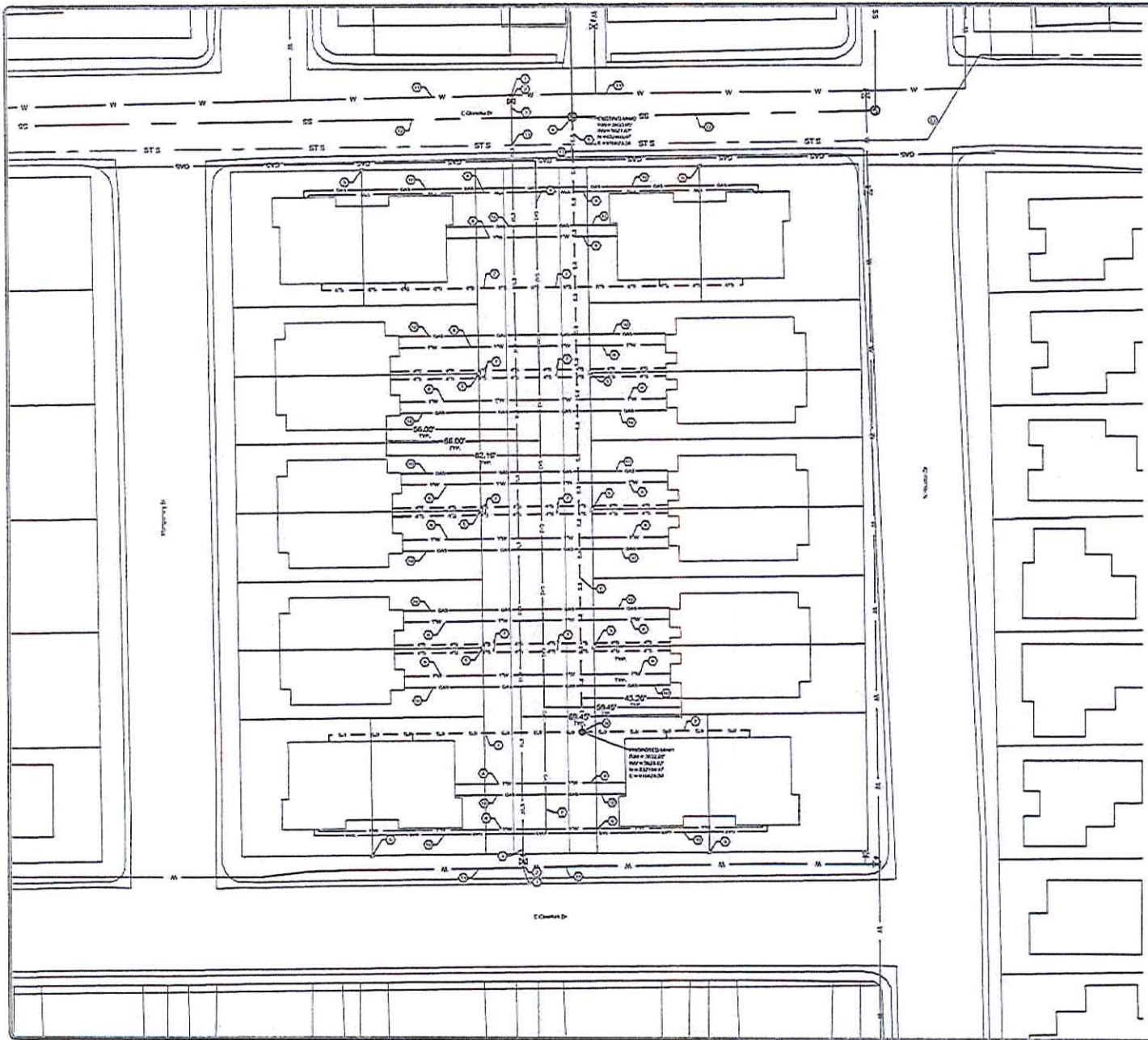
 HABITAT FOR HUMANITY

Attachment A page 8

PROJECT NUMBER:
2017.1134

SHEET:
CG-101





- GENERAL NOTES**
- ALL UTILITIES TO BE INSTALLED WITH A MINIMUM OF 7' COVER UNLESS SHOWN OTHERWISE.
 - PRIVATE UTILITY DESIGN AND CONSTRUCTION IS THE RESPONSIBILITY OF UTILITY COMPANY. INSTALLATION LOCATIONS FOR REFERENCE ONLY.
 - LOCATION OF LATERAL UTILITY LINES ARE APPROXIMATE. TO BE FIELD VERIFIED BY CONTRACTOR.
- KEYNOTES**
- CONTRACTOR TO SET TAP CITY OF HARBOR WATER MAIN
 - INSTALL 6" GATE VALVE PER DETAIL E, SHEET CU-040
 - INSTALL 4" - 36" LIFT OF 6" COLD WATER LINE
 - 1/2" NIP EXISTING MANHOLE PER DETAIL E, SHEET CU-040
 - CONTRACTOR TO COORDINATE INSTALLATION OF ELECTRICAL SERVICE POLE AND SERVICE WITH ELEC. LINEWORK.
 - INSTALL 4" - 36" LIFT OF 6" CERAMIC SANITARY SEWER MAIN
 - INSTALL 1" SANITARY SEWER LATERAL TO PROPERTY LINE PER DETAIL E, SHEET CU-040
 - INSTALL 1" WATER LINE LATERAL AND 1" WATER METER PER DETAIL E & A, SHEET CU-040
 - CONTRACTOR TO COORDINATE INSTALLATION OF GAS MAIN WITH IN-NATURAL GAS COMPANY (ING) TRUNKITY
 - CONTRACTOR TO COORDINATE INSTALLATION OF GAS LATERALS WITH IN-NATURAL GAS COMPANY (ING) TRUNKITY
 - EXISTING WATER MAIN TO REMAIN IN PLACE
 - EXISTING SEWER MAIN TO REMAIN IN PLACE
 - CROSS THROUGH EXISTING 60" DIA. STORM DRAINAGE, PER DETAIL H, SHEET CU-040
 - INSTALL PROTECT CLASS MANHOLE PER DETAIL E, SHEET CU-040

PETTIGREW & ASSOCIATES PA
 ENGINEERS AND SURVEYORS TESTING
 DEPENDABLE QUALITY SINCE 1945
 100 E. Parkside Drive Suite 200 Harrisburg, Pennsylvania
 17104
 TEL: 717.633.2227 FAX: 717.633.1045
 pettigrew.com



PROJECT ENGINEER: DAVID R. PETTIGREW
 PROJECT COORDINATOR: ANDY
 DRAWING BY: ANDY

LEGEND

---	GAS LINE
---	6" DIA. SUPER LATERAL
---	1" DIA. SEWER LATERAL
---	1" DIA. R/C SEWER MAIN
---	1" DIA. R/C SEWER MAIN
---	EXISTING SANITARY SEWER
---	1" DIA. WATER MAIN
---	1" DIA. WATER MAIN
---	EXISTING WATER MAIN
---	WATER VALVE
---	EXISTING FIRE HYDRANT
---	POWER MANHOLE
---	ELECTRIC SERVICE POLE
---	ASPHALT

REVISIONS

NO.	DATE	DESCRIPTION

CIVIL UTILITY PLAN

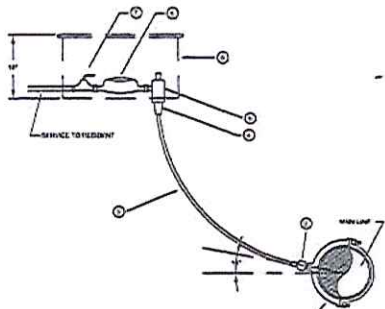
ALBERTSON SUBDIVISION

HABITAT FOR HUMANITY

PROJECT NUMBER:
2017.1134

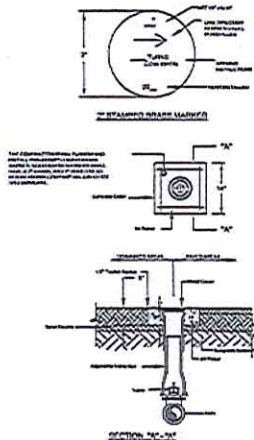
SHEET:
CU-101

Z:\2017\1134\Civil\dwg\CivilCU101.dwg 11/2/2018 10:00 AM

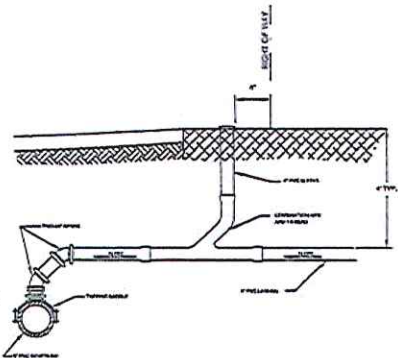


- ① TAPPING SADDLE (MATCH-LABEL WITH 3/4 INCH TAPPING PIPE)
- ② MAINLINE CORPORATION CODE (MATCH WITH 1/2 OR 3/4 INCH TAPPING PIPE)
- ③ 1" POLYETHYLENE PIPE (QUALIFIED MATCH BRAND OR EQUAL)
- ④ 3/4 INCH TAPPING PIPE (MATCH BRAND OR EQUAL)
- ⑤ HANDLE METER STOP (SMELLS MOUTH HORN OR EQUAL)
- ⑥ MAINLINE CORPORATION CODE (MATCH WITH 1/2 OR 3/4 INCH TAPPING PIPE)
- ⑦ MAINLINE CORPORATION CODE (MATCH WITH 1/2 OR 3/4 INCH TAPPING PIPE)

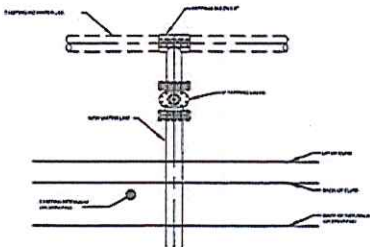
1 1" SERVICE LATERAL
TYPICAL DETAIL



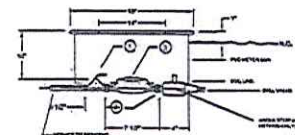
2 VALVE INSTALLATION
TYPICAL DETAIL



3 SEWER LATERAL (WITH SINGLE CLEAN OUT)
TYPICAL DETAIL



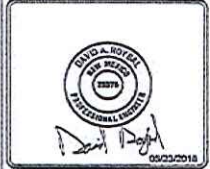
4 WATER LINE TIE IN (STUBOUT)
TYPICAL DETAIL



- ① 3/4" CUPPER VALVE OR CHECK VALVE
- ② 3/4" TAPPING PIPE
- ③ 1/2" OR 3/4" WATER

5/8" OR 3/4" METERS

5 WATER METER DETAIL
TYPICAL DETAIL



PROJECT NUMBER: DAVID R. DEWITT
PROJECT DESIGNER: AD
DRAWN BY: AD

LEGEND

———	FRESH GRADE (UP CONTOUR)
---	FRESH GRADE (FL CONTOUR)
- - -	EXIST. GRADE (FL CONTOUR)
- - - -	EXIST. GRADE (UP CONTOUR)
- - - - -	CHANNEL FLOWLINE
- - - - -	EDGE OF ASPHALT
- - - - -	EDGE OF DRIVE
- - - - -	FRESH GRADE
- - - - -	FLOWLINE
- - - - -	FOOT OF RETAINMENT WALL
- - - - -	EDGEWALK
- - - - -	TOP BACK OF CURB
- - - - -	TOP OF ASPHALT/CONCRETE
- - - - -	ASPHALT
- - - - -	CONCRETE
- - - - -	CONCRETE

REVISIONS

NO.	DATE	DESCRIPTION

CIVIL UTILITY DETAILS

ALBERTSON
SUBDIVISION

HABITAT FOR HUMANITY

PROJECT NUMBER: 2017.1134

SHEET: CU-501



PROJECT NUMBER: 2017.1134
 PROJECT DESCRIPTION: AC
 DRAWN BY: AC

LEGEND

---	FINISH GRADE BY CONTRACTOR
---	FIRST GRADE BY CONTRACTOR
---	EXIST. GRADE BY CONTRACTOR
---	GRAVEL BELLIE
---	CHANNEL PAVING
---	EDGE OF ASPHALT
---	EDGE OF GRADE
---	FINISH GRADE
---	FINISH LINE
---	FOOT OF RETAINING WALL
---	STORMWALL
---	TOP GRADE OF CURB
---	TOP OF FINISHED WALL
---	ASPHALT
---	CONCRETE
---	CONCRETE

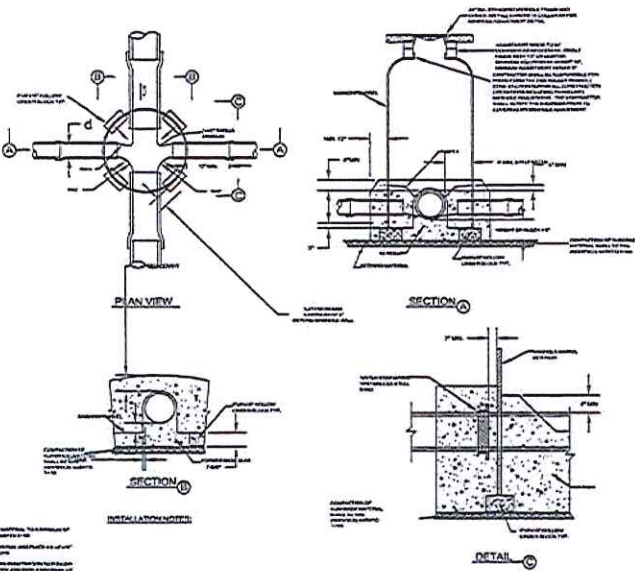
REVISIONS

NO.	DATE	DESCRIPTION

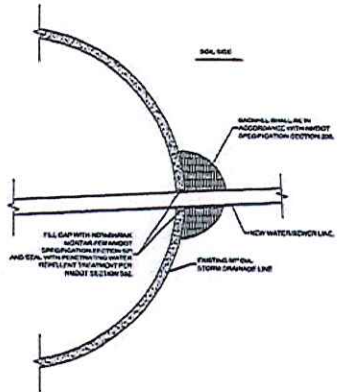
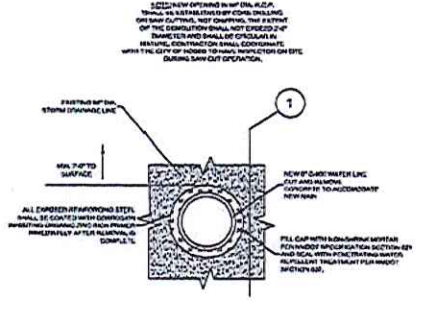
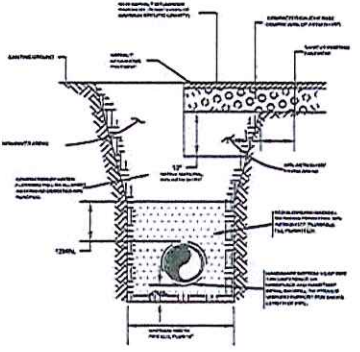
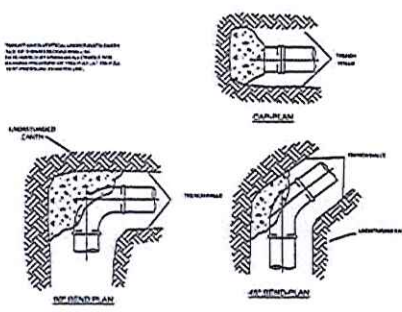
CIVIL UTILITY DETAILS
 ALBERTSON SUBDIVISION
 HABITAT FOR HUMANITY

PROJECT NUMBER: 2017.1134

SHEET: CU-502



- 01. Minimum concrete thickness shall be 4" minimum.
- 02. All concrete shall be placed within 24 hours of forming.
- 03. All concrete shall be cured with a minimum of 7 days.
- 04. All concrete shall be tested for strength.
- 05. All concrete shall be placed within 24 hours of forming.
- 06. All concrete shall be cured with a minimum of 7 days.
- 07. All concrete shall be tested for strength.





PROJECT CERTIFICATION

Project: **Habitat for Humanity – Albertson Subdivision**

Date: **February 18, 2019**

This is to certify that the public infrastructure Habitat for Humanity Albertson Subdivision Project has been completed in substantial compliance with Project Construction Documents, to the best of my knowledge and belief.

After construction was completed on February 4th, 2019, 3 additional pavement cuts were observed within the new alley. Ramirez and Sons has patched these pavement cuts and agreed to repair observed damages within the alley for a 3 year period after construction completion.



02/18/19

David A Roybal, PE

NM 23576



Richard Sanchez

From: Mary Hinds <mary_hinds@jmcpa.com>
Sent: Monday, February 11, 2019 8:54 AM
To: Richard Sanchez
Subject: RE: Audit Proposal

Richard,

Thank you for the opportunity to propose on the financial statement audit of Habitat for Humanity of Hobbs. As we noted in our proposal, we will be available to begin the audit the week of April 15, 2019. We expect to complete the audit and issue the financial statements by May 31, 2019 barring any unexpected issues during fieldwork.

Thanks again for the opportunity to work with your organization.

Mary



JOHNSON, MILLER & CO., CPA'S PC
Certified Public Accountants A Professional Corporation

An Independent Member of BDO Alliance USA

Mary Hinds, CPA
PO Box 220
Hobbs, NM 88241

Phone: 575-393-2171
Fax: 575-397-4301
e-mail: mary_hinds@jmcpa.com
Web: www.jmcpa.com

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.



BOARD OF DIRECTORS

Richard Sanchez
Executive Director
Oversee all operations & employees and reports to the Board
Contractor Licence # (GB98) 90372

Leonard Abney
Site Supervisor
Oversees all Construction and works with the Volunteers

Sandra Abney
Administrative Assistant
Office administration, Preparing for Family Selection, and overseeing Care-A-Vanners

Leroy Downing
Site Supervisor
Oversees all Construction and works with the Volunteers



Cost per Home / In-kind Donations

HABITAT FOR HUMANITY

Pre-Construction

		Contact	Address	Phone #	Hard Cost	Donations
Construction Supervisor	House Plans/Copies				\$ 200	
Maddox Foundation	Release of Lot	Dennis Holmberg		397-4181		
City of Hobbs Bldg Insp	Building Permit	Lucinda		397-9234	\$ 320	
Xcel Energy	Set up account			1-800-628-2121	\$ 500	
Zia Natural Gas	Set up account			392-4277		
City of Hobbs Water	Set up account			575-942-1812	\$ 650	

Site Preparation

Ramirez & Sons	Dirt Work	Shane		575-492-0480		\$ 5,500
Entrench	Forms/Pour Cememt	Alberto Cabellero	Full Cost	575-397-4398	\$ 9,700	
TDS	Conduit installation	Joe White		575-602-2863		
Pettigrew & Associates	Blueprints			393-0827		
J & J Rentals	Porta John	Paco Hernandez		575-602-5162		

Miscellaneous GIK to Pre-Order

www.my.habitat.org

Whirlpool	Stove/Refrigerator		Habitat buys Washer/Dryer		\$ 861	\$ 1,318
Dow	Exterior Wrap/Insulation				\$ 450	
Building Supplier	Exterior Storm Door				\$ 150	
Schneider Electric	Electrical Fuses/Boxes					\$ 870
Valspar	Paint Interior		Standard Color			\$ 600
Valspar	Paint Exterior		Homeowner can choose color			\$ 400

Foundation/Flatwork

Pro Treat	Termite Pre-Treat	Dwain Lackey	cell: 390-7982	392-3261		\$ 420
PB Materials	Concrete/Curb Plate	Tyler Wallach		575-392-5204	\$ 4,300	

Mechanical

AG Custom	HVAC	Albert Gonzales		393-1340	\$ 5,000	
Certified Plumbing	Plumbing Labor	Tim Davis		390-2552	\$ 4,800	
Omega Automation	Electrical Labor & Mat'ls	Mario		390-3220	\$ 4,750	

Framing/Exterior Finishes

Attachment G page 4

Acme Brick	Brick	Gary Pearce		817-332-4101		\$ 400
GEO Group	Framing Labor	Eddie Solomon		575-441-5097		
McCoys	Framing Material			575-392-1932	\$ 8,000	
Skills USA	Labor - HHS Students	Oscar Contreras		575-390-2115		
Building Supplier	Siding/Soffit Material				\$ 3,000	
Brick Contract Labor	Brick Layer	Victor DeLeon		575-441-1706	\$ 600	
G & G Roofing	Roofing	Genaro		393-2205		\$ 6,500
Building Supplier	Exterior Doors				\$ 900	
Southwest Siding	Windows	Steve Cox		575-631-7368		\$ 950

Interior Finishes


GEO	Cabinets	Eddie Solomon		441-5097	\$ 1,250	
Garage Doors Unlimited	Garage Doors	Yvonne's cell		399-4040	\$ 900	
Building Supplier	Insulation (Batt)				\$ 700	
Building Supplier	Insulation (Blown-In)				\$ 700	
Building Supplier	Electrical Fixtures				\$ 1,000	
Building Supplier	Drywall Material				\$ 2,625	
Building Supplier	Plumbing Material				\$ 2,500	
Building Supplier	Countertops				\$ 750	
Building Supplier	Flooring				\$ 1,250	
Building Supplier	Interior Doors				\$ 1,000	
Building Supplier	Interior Trim				\$ 650	
Building Supplier	Mirrors				\$ 250	
Building Supplier	Closet Shelving				\$ 350	
Building Supplier	Bath Hardware				\$ 250	
Building Supplier	Carpet Material and Labor					
Ellison Builders	Blinds/Labor	Jim & Sandy Ellison		575-318-6133		\$ 300

Site Work

Sod and Tree / Zero Scape	Brandon Arnold			970-571-3786	\$ 1,000	
Fencing	Hobbs Anchor	Lee & Tammy Roberson		575-631-8270		\$ 2,745
Ernie Naegele & Asso.	Appraisal	Cindy Barton	cell: 631-8402	393-0555	\$ 400	

\$ 59,756 \$ 20,003

[HOME](#)

 [Home](#)

Search Information

Entity Details

Business ID#: **1939446**

Status: **Active**

Entity Name: **HABITAT FOR HUMANITY
OF HOBBS, NEW MEXICO
AREA**

Standing: **Good Standing**

DBA Name: **Not Applicable**

Entity Type and State of Domicile

Entity Type: **Domestic Nonprofit
Corporation**

Domestic State: **New Mexico**

Statute Law Code: **53-8-1 to 53-8-99**

Formation Dates

Date of Incorporation in NM: **06/12/1998**

Date of Organization in NM: **Not Applicable**

Date of Formation in State of
Domicile: **Not Applicable**

Date of Authority in NM: **Not Applicable**

Date of Registration in NM: **Not Applicable**

Management Type: **N/A**

Reporting Information

Report Due Date: **11/15/2019**

Next Annual Meeting Date:

Period of Existence and Purpose and Character of Affairs

Period of Duration:

Business Purpose: **CONSTRUCTION, SALE AND FINANCE OF HOUSING TO LOW INCOME FAMILIES.**

Character Of Affairs: **CONSTRUCTION, SALE AND FINANCE OF HOUSING TO LOW INCOME FAMILIES.**

Outstanding Items

Reports:

No Pending Reports.

Registered Agent:

No Records Found.

License:

No Records Found.



August 3, 2018

Dickie Wall
 Habitat for Humanity of Hobbs
 PO Box 5833
 Hobbs, NM 88241-5833

RE: Second Amendment to Grant Contract #2005360

Dear Dickie,

This letter is intended to amend Grant Contract #2005360 dated June 5, 2017 and amended August 23, 2017 (collectively referred to as the Grant Contract), by and between the J. F Maddox Foundation, a New Mexico Nonprofit Corporation (Foundation), and Habitat for Humanity of Hobbs, New Mexico Area, a New Mexico Nonprofit Corporation (Grantee). To better accommodate Grantee's construction and payment timeline, the Grant Contract is amended as follows:

- A. Paragraph 1: "This Grant of up to \$1,090,000 is to support Grantee's construction costs for up to forty-three (43) residences for low-income individuals (each such residence is referred to as House hereunder) to be built by Grantee in the City of Hobbs, Lea County, New Mexico, during the term of this Contract as described in Grantee's proposal (Project) received March 6, 2017 (Proposal)."
- B. Paragraph 2, subparagraph D: The Project Grant Disbursement Schedule is amended as follows:

<i>Project Grant Disbursement Schedule</i>		
<i>Period</i>	<i>Grant Funds</i>	<i>Not to Exceed Total</i>
Period 2: 12 months ending 12/31/2018	Up to three (3) Stage 1 Houses; and up to three (3) Stage 2 Houses	\$165,000
Period 3: 12 months ending 12/31/2019	Up to eight (8) Stage 2 Houses	\$200,000
Period 4: 12 months ending 12/31/2020	Up to eight (8) Stage 2 Houses	\$200,000
Period 5: 12 months ending 12/31/2021	Up to eight (8) Stage 2 Houses	\$200,000
Period 6: 12 months ending 12/31/2022	Up to thirteen (13) Stage 2 Houses;	\$325,000
<i>Total</i>	<i>Up to 43 Houses</i>	<i>Up to \$1,090,000</i>

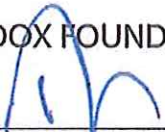
Habitat for Humanity of Hobbs
Grant Contract Second Amendment
March 17, 2017
Page 2 of 2

Except as provided above, all other terms and conditions of the Grant Contract remain in full force and effect.

If acceptable, please sign both of the enclosed original amendments to the Grant Contract. Return one to the Foundation and maintain one for Grantee's records.

J. F MADDOX FOUNDATION

By: _____



Robert J. Reid
Chief Executive Officer

Dated: _____

8/3/18

HABITAT FOR HUMANITY OF HOBBS

By: _____



Dickie Wall
President

Dated: _____

8/8/18

Richard Sanchez

From: Dennis Wilson <dennis@thefinancialfirm.net>
Sent: Monday, February 11, 2019 11:28 AM
To: Richard Sanchez
Subject: Habitat for Humanity Accounting System

Habitat for Humanity of Hobbs NM area has a functioning accounting system that is operated in accordance with generally accepted accounting principles. The accounting system is operated in house using quickbooks online. Checks are signed by designated board members. The board treasurer files all tax returns and payroll tax reports. The financial reports are presented and approved by the board. The financial reports are also presented to the Maddox foundation.

Dennis Wilson, CPA
The Financial Firm, LLC
Partner

dennis@thefinancialfirm.net

2320 N. Kingsley
Hobbs, NM 88240
Office: (575) 392-2221



August 31, 2018

To Whom It May Concern:

The New Mexico Mortgage Finance Authority ("MFA"), in accordance with the Affordable Housing Act (Section 6-27-1 et. seq. NMSA 1978) ("Act") and the Affordable Housing Act Rules adopted pursuant thereto ("Rules"), has reviewed the information submitted to MFA by Mr. Dickie Wall, with Lea County State Bank, regarding a donation from the City of Hobbs for a planned block-wide affordable housing development.

In further discussion with Mayor Cobb (8/29/18) it was confirmed that the City's contribution to the project would include donations to cover costs associated with infrastructure. Further, it is understood Habitat for Humanity provides housing opportunities for low-income families who earn less than 50 percent of the area median income.

It is determined that the contribution to the project is in accordance with Hobbs' Affordable Housing Program Ordinance (3-14) Specifically *Income Thresholds* Section 3.14.020; Sub-Sections K2-K6 and *Infrastructure Cost Reimbursements* Section 3.14.040; Sub-Sections A-G.

MFA considers Habitat a valued partner in our efforts to promote affordable housing in New Mexico and MFA recognizes the City of Hobbs for its efforts in promoting affordable housing in the community.

Respectfully,

A handwritten signature in black ink, appearing to read "Laura M. Chavez". The signature is written in a cursive, flowing style.

Laura M. Chavez
Community Liaison
Policy and Planning, MFA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: Resolution Regarding the Transfer of Ownership and Location of Liquor License No. 0444 from Yucca Bar & Package, LLC, 210 North Marland Blvd., Hobbs, New Mexico, to Tierra Sagrada, LLC, d/b/a Tierra Sagrada, LLC, located at 3710 West Carlsbad Highway, Hobbs, New Mexico

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 26, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Tierra Sagrada, LLC, has applied to the State of New Mexico, Alcohol and Gaming Division for transfer of ownership and location of Liquor License No. 0444 as referenced above. The land and building at this location are owned by the Pilot Travel Centers, LLC. The application has received preliminary approval from the State of New Mexico and was received by the City Clerk's Office on July 30, 2019. A public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing in the *Hobbs News-Sun* and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

Reviewed By: 
Finance Department

The applicant has paid the required \$250.00 administrative fee to the City.

Attachments:

- 1. Application packet from State of New Mexico, Alcohol and Gaming Division
- 2. Affidavit of Publication - Notice of Public Hearing
- 3. Area Map
- 4. Resolution



Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve or disapprove the transfer of ownership and location; second; vote.

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. 6845

A RESOLUTION REGARDING THE
TRANSFER OF OWNERSHIP AND LOCATION
OF LIQUOR LICENSE NO. 0444 TO
TIERRA SAGRADA, LLC, D/B/A TIERRA SAGRADA, LLC,
LOCATED AT 3710 WEST CARLSBAD HIGHWAY, HOBBS, NEW MEXICO.

WHEREAS, the City of Hobbs has received the following application for transfer of ownership and location of Liquor License No. 0444:

Owner of Existing License: Yucca Bar & Package, LLC
Current D/B/A Name: Yucca Bar & Package
Current Premises Address: 210 North Marland Blvd.
Hobbs, NM 88240

Applicant Name: Tierra Sagrada, LLC
Applicant D/B/A Name: Tierra Sagrada, LLC
Proposed Location: 3710 West Carlsbad Highway
Hobbs, NM 88240

WHEREAS, the State of New Mexico, Alcohol and Gaming Division, has granted preliminary approval to the application for transfer of ownership and location of the liquor license as requested and a duly advertised public hearing is being held by the governing body of the City of Hobbs on September 3, 2019, on the question of whether or not the proposed transfer of ownership and location of the license should be granted.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the transfer of ownership and location of Liquor License No. 0444 from Yucca Bar & Package, LLC, 210 North Marland Blvd., Hobbs, New Mexico, to Tierra Sagrada, LLC, d/b/a Tierra Sagrada, LLC, located at 3710 West Carlsbad Highway, Hobbs, New Mexico, be and is hereby _____ (approved or disapproved).

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



New Mexico Regulation and Licensing Department
ALCOHOLIC BEVERAGE CONTROL

PO Box 25101 ▪ Santa Fe, New Mexico 87504-5101
Phone (505) 476-4875 ▪ Fax (505) 476-4595 ▪ www.rld.state.nm.us/alcoholandgaming

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Claudia Armijo
Deputy Superintendent

Daniel Rubín
General Counsel

Andrew Vallejos
Director

July 19, 2019

Certified Mail No.: 917126900935015515368

RECEIVED

JUL 30 2019

City of Hobbs
Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Re: Lic. No. /Appl. No.: License No.0444 | Application No. 1135994
Name of Applicant: Tierra Sagrada, LLC
Doing Business As: Teirra Sagrada, LLC
Proposed Location: 3710 W. Carlsbad Hwy, Hobbs, New Mexico 88240

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken by the Alcohol & Gaming Division;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. 0444 WITH PACKAGE SALES ONLY.

Alcoholic Beverage Control
(505) 476-4875

Boards and Commissions
Division
(505) 476-4600

Construction Industries Division
(505) 476-4700

Financial Institutions Division
(505) 476-4885

Manufactured Housing Division
(505) 476-4770

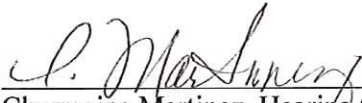
Securities Division
(505) 476-4580

Administrative Services Division
(505) 476-4800

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez, Hearing Officer

New Mexico Regulation & Licensing Dept. | Alcoholic Beverage Control Division

Phone: (505) 476-4804 Fax: (505) 476-4595

Email: charmaine.martinez2@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of Zoning Statement



RECEIVED
JUN 21 2019
2199913
ALCOHOL & GAMING DIVISION

AGD USE ONLY: Payment| Application Fee \$ 2M Received on: 6-21-19 Receipt No. _____
Application Number: 1135994 Local Option District: _____

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 0444 Type of License: Dispenser

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Yucca Bar & Package, LLC

Current D/B/A Name: Yucca Bar & Package

Current Premises Address: 210 N. Marland Blvd., Hobbs, NM 88240

Current LOD: Hobbs Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Tierra Sagrada, LLC HC74 Box 26A, Pecos, NM 87552

copy to: New Mexico Liquor Licenses, LLC 2539 Wyoming Blvd. NE, Albuquerque, NM 87112

D/B/A Name to be used: Tierra Sagrada, LLC Business Phone #: TBD

Email Address (required): leonardg21@gmail.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)
3710 W. Carlsbad Hwy, Hobbs NM 88240

County of: Lea

Mailing Address: HC74 Box 26A, Pecos, NM 87552

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: _____

Agent/Contact Person: New Mexico Liquor Licenses, LLC c/o Kyla Stoker Phone#: 505-980-5614 Email: kyla@newmexicoliquorlicense.com

I, (print name) Leonard J. Griego, as (title) member

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public:

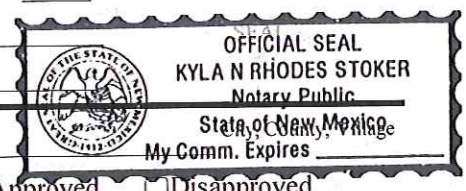
Signature of Applicant: [Signature] Date: 6/21/19

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Bernalillo)

SUBSCRIBED AND SWORN TO before me this 21st day of June, 2019

By: Leonard J. Griego Notary Public: [Signature]

My Commission Expires: 3/17/20



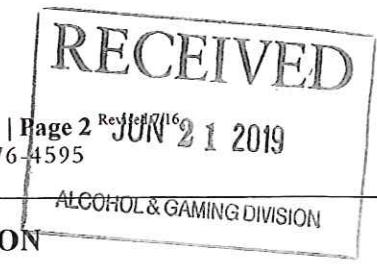
FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____

Public Hearing held on _____, 20____. Check one: Approved Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

- Owned by Applicant, copy of deed/document attached
- Leased by Applicant, copy of lease/document attached
- Other (provide details): owned by Lessee Agent, Pilot Travel Centers LLC

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Pilot Travel Centers, LLC

B. Date and Term of Lease: Warranty Deed dated January 20, 2014

3. Premises location is Zoned (example C-1, see Zoning Statement): No Zoning

Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Temple Baptist Church Miles/feet: CA: 2.5 mi.

Address/location of Church: 1113 N. Grimes St., Hobbs, NM 88240

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Jefferson Elementary School Miles/feet: CA: 2 mi.

Address/location of School: 1200 W. Park St., Habbs, NM 88240

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, *circle one*: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),
Miles: CA: 170 Mi. Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: Hotel Lounge Package Grocery Restaurant Racetrack
- Small Brewer Craft Distiller Winery Wholesaler
- Other (specify): Convenience Store/Travel Center

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.



PLANNING DEPARTMENT RECEIVED

200 E. Broadway Street, Hobbs, NM 88240
Ph. 1-505-397-9232 Fax 1-505-397-9227

JUN 21 2019

ALCOHOL & GAMING DIVISION

June 11, 2019

RE: Zoning Certification for property located at 3710 W. Carlsbad Hwy. Highway in Hobbs, New Mexico.

Dear Ms. Stoker:

Pursuant to your request for a current zoning certification for property located at 3710 W. Carlsbad Hwy. in Hobbs, New Mexico, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and location of different types of development or specific business uses throughout the City at this time. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, or use of vacant land. Therefore, land use on the above referenced property in Hobbs is considered a use by right as of this date of June 11, 2019. Therefore, the current use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Liquor License and other development regulations that must be followed for improvements and changes in building occupancy types, including yard setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on June 11, 2019. If you have any questions or need further information, please contact me at (575) 397-9232.

Sincerely,

CITY OF HOBBS, NEW MEXICO



Kevin Robinson – Planning Department

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

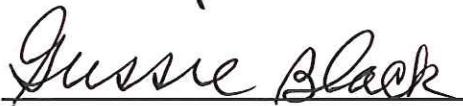
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
August 02, 2019
and ending with the issue dated
August 16, 2019.



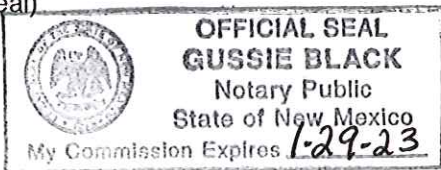
Publisher

Sworn and subscribed to before me this
16th day of August 2019.



Business Manager

My commission expires
January 29, 2023
(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL LEGAL

LEGAL NOTICE
AUGUST 2 and 16, 2019

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on Tuesday, September 3, 2019, at 6:00 p.m., in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the application for a liquor license as set forth below and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9207.

Liquor License Number: 0444
Applicant: Tierra Sagrada, LLC
D/B/A: Tierra Sagrada, LLC
Proposed Location: 3710 West Carlsbad Highway,
Hobbs NM, 88240
The request is for a Transfer of Ownership and Change of Location of Liquor License No. 0444 with package sales only. The license is currently owned by Yucca Bar & Package, LLC, and the current premises address is 210 North Marland Blvd. in Hobbs, New Mexico.

DATED this 31st day of July, 2019.

#34519 /s/ Sam D. Cobb
SAM D. COBB, Mayor

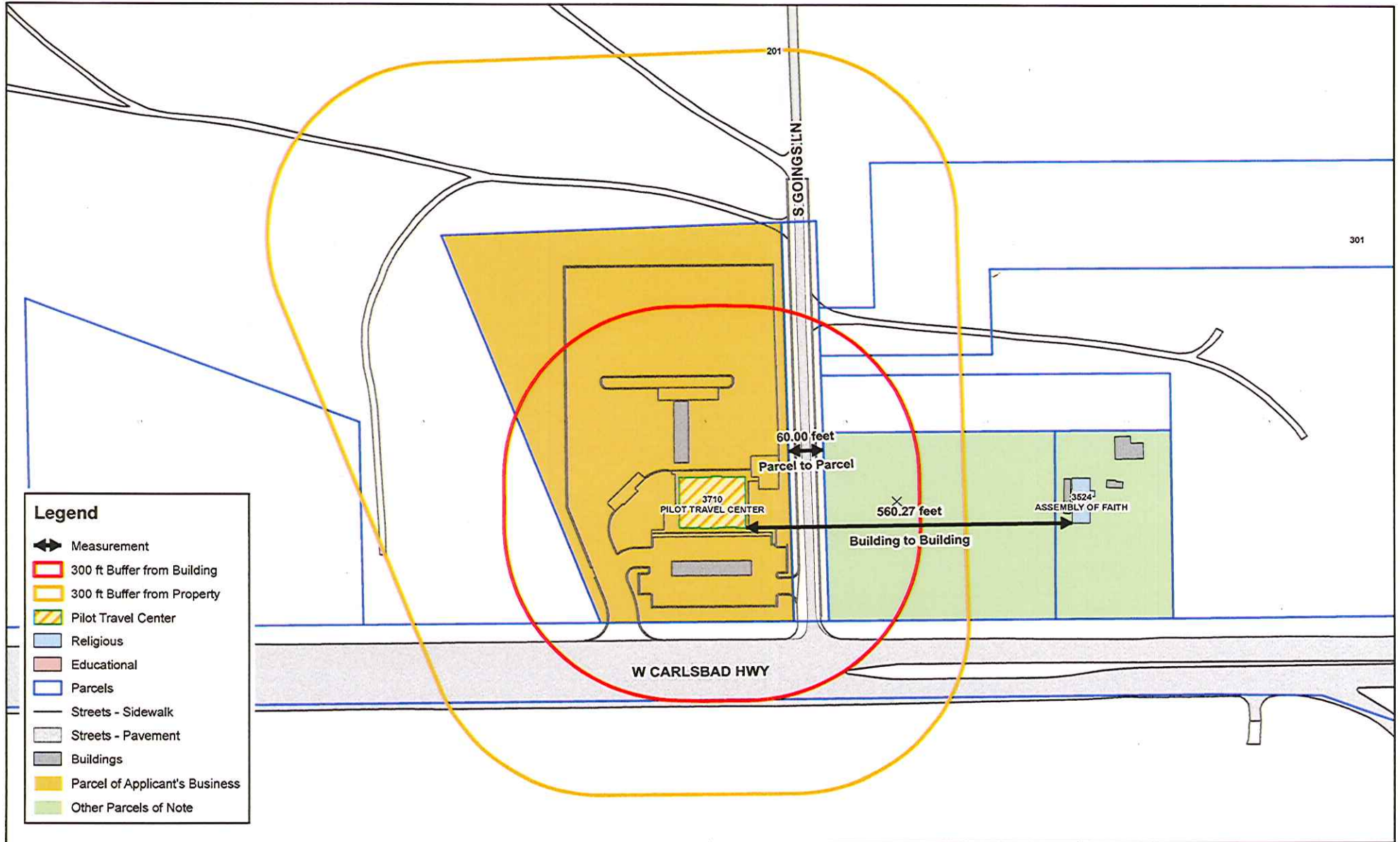
67108146

00231662

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240

Pilot Travel Center

300 ft Buffer Zone Map for Liquor License



City of Hobbs GIS Division

SY

Date: 8/1/2019

1 inch = 225 feet

Time: 2:37:16 PM

DISCLAIMER: THE CITY OF HOBBS MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND REGARDING ANY GIS DATA PROVIDED HEREIN OR THE SOURCES OF SUCH DATA. THE CITY OF HOBBS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATA CONTAINED WITHIN THIS PRODUCT IS PROVIDED BY THE CITY OF HOBBS FOR INFORMATIONAL PURPOSES ONLY AND NOT IN COMPLIANCE WITH ANY LEGAL REQUIRED SURVEYING STANDARD.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: A Resolution Approving A Proposed Collective Bargaining Agreement with the Hobbs Fire Fighters Association

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: August 26, 2019
SUBMITTED BY: Efen A. Cortez, City Attorney

Summary:

Pursuant to the Hobbs Municipal Code Section 2.60.150, the City and the Hobbs Fire Fighters Association, Local 4384 ("Union") participated in collective bargaining negotiations on July 22-23, 2019. The previous Collective Bargaining Agreement (CBA) expired on June 30, 2019. The City and Union have finalized negotiations and the proposed CBA was ratified by the Union on August 21, 2019.

Noted provisions include: 1) The CBA is for three (3) years and shall end June 30, 2022; 2) The Union will receive annual increases of 8% (FY 20), 7% (FY 21), and 6% (FY 22); 3) The Union will not be eligible for Cost of Living Adjustments (COLA) or merit increases in any year of the Agreement; 4) Maximum salary rates will be adjusted each year consistent with the annual increases in salary; 5) Other sections amended for clarity and consistency.

Fiscal Impact:

FY20 salary and benefits will increase by approximately \$66,000 to compensate for the 8% increase (which is 3% greater than the current approved budget) and will require a budget adjustment in BAR #1.

This agreement will additionally require budget requests in future years:

- FY21, we will need to budget for a 7% salary increase which is approximately \$230,000 and
- FY22, the 6% increase will be approximately \$210,000.

These increases are subject to approval each year by the commission and will be built into their respective budgets for your approval.

Reviewed By: 
Finance Department

Attachments: Resolution; Collective Bargaining Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6846

A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH THE HOBBS FIRE FIGHTERS ASSOCIATION

WHEREAS, pursuant to Hobbs Municipal Code Section 2.60.150, the City of Hobbs and the Hobbs Fire Fighters Association, Local 4384 ("Union") have entered into and participated in negotiations regarding a new Collective Bargaining Agreement (CBA); and

WHEREAS, the current CBA expired on June 30, 2019; and

WHEREAS, the City of Hobbs and the Union finalized negotiations and the proposed CBA was ratified by the Union on August 21, 2019, and is attached hereto; and

WHEREAS, the proposed CBA will expire on June 30, 2022; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and City Manager are hereby authorized and directed to execute the attached Collective Bargaining Agreement with the Hobbs Fire Fighters Association, Local 4384.

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGREEMENT
BETWEEN
THE CITY OF HOBBS
AND
THE HOBBS PROFESSIONAL
FIREFIGHTERS ASSOCIATION

July 1, 2019 – June 30, 2022

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AGREEMENT

THIS AGREEMENT is made by and between the City of Hobbs, New Mexico, (hereinafter called the "City"), and the Hobbs Professional Firefighters Association, which is an affiliate of the International Association of Fire Fighters ("IAFF"), designated as Local 4384 (hereinafter called the "Union"). For the purposes of this Agreement, "employee" shall mean any City employee covered by this Agreement pursuant to Section 1, herein.

PURPOSE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences that may arise; to establish standards of wages, hours, and other conditions of employment; and to guarantee the delivery of quality service to the citizens of Hobbs.

The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of the employees herein covered, and in the interest of the City; to promote harmony, cooperation, and understanding between the City and the bargaining unit employees; and to afford protection of the rights and privileges of the bargaining unit employees and the City.

The parties agree that their respective policies will not violate the rights of an employee covered by this Agreement, in accordance with State and Federal laws, because of race, age, sex, sexual orientation, creed, color, national origin, religion, or union affiliation/membership or non-affiliation/membership. Neither party will tolerate sexual harassment.

SECTION 1. RECOGNITION

The City recognizes the Union as the exclusive representative for all non-probationary bargaining unit employees in accordance with the Certification issued by the City of Hobbs Labor Management Relations Board.

SECTION 2. DUES DEDUCTIONS

The City will provide membership dues deductions for bargaining unit employees who voluntarily sign a membership dues deductions authorization card. Such deductions will commence on the first full pay period following submittal of the authorization card by the employee to the payroll department. The City will remit the membership dues amount collected to the Union monthly within ten (10) working days following the end of the month. The City will provide a list of bargaining unit employees remitting membership dues deductions upon written request of the Union President. An employee may terminate membership dues deductions at any time by providing the payroll department with written notice thirty (30) days prior to the effective date of termination. The membership dues deductions shall not include penalties, fines, or assessments of any kind. The amount of the deduction will be provided to the payroll office in writing by the Union President at least 30 calendar days prior to the desired effective date. The Union will indemnify, pay for the defense of, and hold harmless the City against any

and all claims, demands, suits, or other forms of liability that may arise out of or as a result of any conduct taken by the City for the purpose of complying with this Section.

SECTION 3. BULLETIN BOARDS

The City shall make space available for a bulletin board in all Fire Stations. Such space shall be at least three (3) feet from the floor and 3' X 3' in size on an interior wall. The Union will furnish and maintain the bulletin board.

All material to be posted on the bulletin board shall be submitted to the Chief or designee for approval prior to being placed on the bulletin boards. No derogatory or inflammatory material will be posted on the bulletin boards, nor material that discredits the City, Union, or any City employee or elected official. Material to be posted on the board shall be limited to official Union material. All posting of Union material shall be limited to the bulletin boards. Abuse of this section, as determined by the City, may result in removal of the bulletin boards.

SECTION 4. MANAGEMENT RIGHTS

- A. The Union recognizes that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Fire Department and employees are vested solely in the City.
- B. The City shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.
- C. The City Manager has and retains all rights to administer the affairs of the Fire Department, either personally or through their subordinate, the Fire Chief, subject to: applicable state law; charter provisions specifically, but not limited to, the City of Hobbs Charter; ordinances; and resolutions for regulations and policies of the City Commission. Management rights shall include, but shall not be limited to: hiring, promotion, reclassification, transfer, assignment, lay off, and recall of employees; reprimand, suspension, demotion, discharge, or other discipline of employees; evaluation and judgment of an employee's skill, ability, efficiency, and general performance; revision, elimination, combination, or establishment of new jobs and job classifications; establishment of job classifications of new and existing employees; establishment, organization, reorganization, close down, expansion, or otherwise change the operation of any city facility, division, or department; reduce, increase, alter, combine, transfer, or cease any department's operation, equipment, or service; establishment of working hours, size, and composition of work forces, shifts, or units, and otherwise determine staffing requirements; determine insurance programs and carriers for all City employees; subcontract and/or contract for goods and services, and otherwise determine the methods or means by which operations and services are to be delivered, made or purchased; maintaining the efficiency of City government in emergencies; and manage and exercise judgment on all matters not specifically prohibited by this collective bargaining agreement. These rights shall not be subjugated or diminished in any way by any expressed or implied duty or obligation to bargain.

SECTION 5. EMPLOYEE RIGHTS

- A. The City recognizes that all bargaining unit employees shall retain the rights of equal and fair employment through the terms of this agreement and as outlined in all federal, state, and local laws.
- B. The City shall not discriminate against a bargaining unit employee with regard to terms and conditions of employment because of the employee's membership in a labor organization.
- C. The City shall not interfere with, restrain or coerce any bargaining unit employee in the exercise of any right guaranteed under the ordinances codified in Chapter 2.60 of the Hobbs Municipal Code.
- D. The City shall not dominate or interfere in the formation, existence or administration of any labor organization.
- E. The City shall not discriminate in regard to hiring or any term or condition of employment in order to encourage or discourage membership in a labor organization.
- F. The City shall not discharge or otherwise discriminate against a bargaining unit employee because the employee has signed or filed an affidavit, petition, grievance, or complaint or given any information or testimony under the provisions of this chapter or because an employee is forming, joining or choosing to be represented by a labor organization.

SECTION 6. PTO

Bargaining unit employees shall receive Paid Time Off (PTO) in accordance with City of Hobbs Administration and Personnel Rules and Hobbs Fire Department Rules and Regulations. PTO approvals shall be subject to staffing requirements.

SECTION 7. FAMILY MEDICAL LEAVE

All bargaining unit employees will be granted family medical leave in accordance with the provisions of the Family Medical Leave Act (FMLA). The City of Hobbs uses a "rolling" 12-month period measured backward. Under the "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

SECTION 8. MODIFIED DUTY

The parties agree to abide by the City's Modified Duty policy and applicable Federal Law.

SECTION 9. JURY DUTY

A bargaining unit employee called to serve required jury duty shall be granted leave with pay for the employee's regular scheduled duty time for the time the employee serves as a juror. Leave for jury duty will not result in a loss of pay, however, the employee shall sign over to the City any payment received from the Court for jury duty, less any travel and meal payment received from the Court. The City shall adjust the employee's paycheck for any jury duty pay at the Court's rate due the employee for time spent on jury duty on the employee's day(s) off.

SECTION 10. LEAVE TO VOTE

- A. In accordance with State law, employees whose normal work day begins less than two hours after the opening of the polls, or ends less than three hours prior to closing of the polls, shall be granted up to two hours leave with pay to vote.
- B. Leave to vote shall be scheduled by the employee's immediate supervisor consistent with staffing needs.
- C. Employees released from work to vote shall proceed directly to their precinct polling station to vote, and shall return to their duty station immediately after casting their ballot. Leave to vote shall not be used for any other purpose.
- D. Employees who abuse this privilege will be subject to disciplinary action. Employees may be required to present proof of voter registration to be eligible for voting leave.

SECTION 11. MILITARY LEAVE

Military leave will be granted in accordance with federal and New Mexico state law. Employees who are members of organized units of the Army or Air National Guard or Army, Air Force, Navy, Marine or Coast Guard Reserves shall be given fifteen (15) working days' (a working day equals an employee's normal shift, i.e. fire shift employee's day is twenty-four (24) hours) military leave with pay per federal fiscal year when they are ordered to duty for training. The federal fiscal year begins October 1st and runs through September 30th. Bargaining unit employees will need to provide copies of their orders to their direct chain of command and to the Human Resources office. Unused military leave may be carried over to the following year, not to exceed a total of thirty (30) leave days in a federal fiscal year. This military leave is in addition to other leave or paid time off to which the employee is otherwise entitled. Monthly drill shall not count against employee's hours when computing overtime.

SECTION 12. EDUCATION/TRAINING

- A. Bargaining unit employees may request leave without pay pursuant to City rules to attend courses at the high school, vocational school, or college leave.
- B. Bargaining unit employees required by the City to attend educational or instructional courses shall be paid in accordance with the Fair Labor Standards Act (FLSA). Specifically, bargaining unit employees shall meet all educational and training requirements under the various job descriptions established by City, for which each employee was hired/promoted. No remuneration shall be granted for hours spent outside of normal work hours attending required or mandatory training for a given position if said training was outlined in the employee's job description at the time of hire/promotion. No remuneration shall be granted for hours spent outside of normal work hours attending training undertaken by an employee in an effort to gain more compensation or a promotion. No remuneration shall be granted for hours spent outside of normal work hours attending training required by the State of New Mexico to meet or maintain an employee's minimum licensure requirements. Remuneration shall be granted for hours spent outside of normal work hours attending training required strictly by departmental

policy which was not previously required under a given employee's job description at the time of hire/promotion.

- C. City will use best practices in scheduling training to make a good-faith effort to prevent training scheduling outside of normal work hours.
- D. The City will provide all training to bargaining unit employees for each employee's perspective job position description: Firefighter/EMT-Basic; EMT-Intermediates or Paramedics; Driver Engineer/EMT Intermediate or Paramedic.
- E. HARASSMENT: The City will provide training regarding harassment to all employees of the Hobbs Fire Department at least one time annually. Training shall include but shall not be limited to harassment/sexual harassment, hazing, bullying or any pattern of conduct that may develop a hostile work environment. If an employee reports an incident that they believe to be harassment/sexual harassment, hazing, bullying or any pattern of conduct that may develop a hostile work environment, the Chief or their designee shall conduct an investigation into the incident. The investigation should be conducted in a timely manner that does not compromise the investigation or the existence of any relevant evidence/information.

SECTION 13. UNION BUSINESS LEAVE

- A. The parties recognize that Union business is not City business. Therefore, bargaining unit employees may request to utilize leave without pay to attend Union meetings, conferences, conventions, and/or seminars. Such requests must be filed with the Chief as soon as possible, but no later than one (1) week in advance of the first date of the leave and are subject to the approval/disapproval of the Chief.
- B. The Union shall not use City materials, equipment, supplies, or property for Union business, provided however, while on duty, the officers of the Union may be allowed reasonable time for conducting Union business with the City when an issue makes it necessary for the Union officer to address the issue or issues.
- C. The Union shall not recruit membership while the employee recruiting or being recruited is on duty.
- D. This section will not limit the Union's right to represent its members.
- E. Union Officers, Stewards, and Committeemen will be allowed time to attend disciplinary meetings with bargaining unit employees as well as time to process grievances during work hours without loss of pay. The Union shall provide the Chief a list of the union representatives that are authorized to represent an employee during a disciplinary meeting.

SECTION 14. LEAVE WITHOUT PAY

A bargaining unit employee may request a leave of absence without pay for a period not to exceed one (1) year. Such request is subject to recommendation of the Fire Chief and approval of the City Manager.

SECTION 15. SHIFT EXCHANGE

- A. Employees may exchange shifts or portions thereof when, in the opinion of the Fire Chief or designee, the exchange does not interfere with the operation of the Department and there are no safety issues or concerns in reference to the exchange. These shift exchanges must be hour for hour.
- B. The shift exchange agreement is reciprocal between two or three employees trading the shift. It is not the responsibility of the City to make monetary adjustments to any employee for the execution of shift exchange agreements. The maximum number of employees allowed on any trade of shift agreement shall be three.
- C. Employees who agree to a shift exchange shall be responsible for execution of the shift. Employees unable to fulfill the exchange are responsible for finding an alternate to work the shift; if unable to do so, employee will be subject to work an alternate date or have PTO hours deducted for the hours of the approved shift exchange.
- D. The trading of time on holidays shall be allowed, as if the day were any day of the week.
- E. The shift shall be completed within ninety (90) days of the first shift affected by the exchange.
- F. Shift exchange paperwork must be completed and approved by the employee's immediate supervisor and Battalion Chief prior to any exchange.

SECTION 16. WORK HOURS AND OVERTIME

- A. The work week shall consist of seven (7) consecutive days beginning on Sunday at 12:00AM and ending on Saturday at 11:59 PM.
- B. Shift employees will work a twenty-four (24) hour shift beginning at 0800 hours and ending at 0800 hours the following day. The shift employee will then have forty-eight (48) hours off. Fire prevention specialists shall work five, eight (8) hour days.
- C. Bargaining unit employees will receive overtime pay at the rate of time and one half the employee's regular rate of pay for all hours actually worked over 106 hours in a fourteen (14) day cycle. Leave taken by an employee, whether paid or unpaid, is not time worked and shall not be calculated as time worked for the purpose of computing overtime. Military duty will not count against the computation of overtime for those employees that are required to report to military duty.
- D. The Union and City shall follow the Memorandum of Agreement which implements a 48/96, subsection B of Section 16 notwithstanding, as stated unless withdrawn by mutual written agreement of the parties.

SECTION 17. ON CALL TIME

- A. Both parties agree and recognize that bargaining unit employees are mandated to be on call. Being on call interferes with normal daily activities. Therefore, an employee that is mandated to be on call will be paid \$5.00 an hour for the amount of time that the employee is mandated to be on call.

- B. In the event that the employee is called in for duty, while on call or not, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee is on duty. If the employee expends more than two (2) hours on duty, the employee shall be paid for those hours in addition to the two (2) hour minimum. Employees' time begins upon arrival for duty.
- C. All bargaining unit employees are subject to being called into duty to for an alarm(s), EMS call(s), or similar emergencies, as determined by the Chief or designee.
- D. Due to the potential of a bargaining unit employee being placed on call, the City will use current practice of making an on call list.
- E. A bargaining unit employee may be subject to discipline for failing to report for mandatory on-call.

SECTION 18. TESTING FOR PROMOTION/PROMOTION

TESTING FOR PROMOTION

- A. Collective bargaining unit members who meet the minimum qualifications set forth in the job descriptions for any promotional rank shall be eligible to test for promotion to that rank.

PROMOTION

- A. Upon promotion from firefighter to a higher rank, the bargaining unit employee shall be advanced to the minimum of the promotional pay range or a 5% increase, whichever is greater.
- B. Union President, or a designated member of the Union executive board, will be allowed to attend any promotional process with the rank of Firefighter, Driver Engineer, Captain, Battalion Chief, Deputy Chief and Chief of the Hobbs Fire Department.

SECTION 19. PAY

Effective the first full pay period of the 2019-2020 Fiscal Year (July 14, 2019), bargaining unit employees will be entitled to the following adjustments to their current rates of pay:

Year 1 – July 1st, 2019 – June 30th, 2020:

- Effective the first full pay period after July 1st, 2019, bargaining unit employees will receive an 8% increase to their current rate of pay.
- The minimum and maximum rates for each classification will be adjusted by an 8% increase, as outlined herein, effective July 1, 2019.
- Bargaining unit employees shall not receive a Cost of Living Adjustment (COLA) or a merit increase, irrespective of whether or not the same is approved for all other City employees.

Year One: Compensation Rates Shift By 8%											
Pay Group/ Group BU	Job Class	Department	Division	Title	2019 Hourly MIN	2019 Hourly MD	2019 Hourly MAX	Annual MIN	Annual MD	Annual MAX	Annual Hours
FIRE UNION	200S	Fire Union	Fire/Ambulance	Fire Academy Cadet - Uncertified	\$14.58	\$14.58	\$14.58	\$42,573.60	\$42,573.60	\$42,573.60	2920
FIRE UNION	200	Fire Union	Fire/Ambulance	Firefighter - Certified	\$15.17	\$21.07	\$26.96	\$44,308.08	\$61,510.02	\$78,711.96	2920
FIRE UNION	200P	Fire Union	Fire/Ambulance	Firefighter + Paramedic	\$17.33	\$22.98	\$29.12	\$50,615.28	\$67,108.29	\$85,021.06	2920
FIRE UNION	210	Fire Union	Fire/Ambulance	Driver Engineer	\$17.03	\$22.50	\$27.97	\$49,732.27	\$65,701.79	\$81,671.30	2920
FIRE UNION	210P	Fire Union	Fire/Ambulance	Driver Engineer + Paramedic	\$18.86	\$24.49	\$30.13	\$55,061.86	\$71,523.65	\$87,985.44	2920

Year 2 – July 1st, 2020 – June 30th, 2021:

- Effective the first full pay period after July 1, 2020, bargaining unit employees will receive a 7% increase to their current rate of pay.
- The minimum and maximum rates for each classification will be adjusted by a 7% increase effective July 1st, 2020.
- Bargaining unit employees shall not receive a Cost of Living Adjustment (COLA) or a merit increase, irrespective of whether or not the same is approved for all other City employees.

Year Two: Compensation Rates Shift By 7%											
Pay Group /		Department	Division	Title	2020	2020	2020	Annual			Annual Hours
Group BU	Job Class				Hourly MIN	Hourly MID	Hourly MAX	MIN	MD	MAX	
FIRE UNION	200S	Fire Union	Fire/Ambulance	Fire Academy Cadet - Uncertified	\$15.60	\$15.60	\$15.60	\$45,553.75	\$45,553.75	\$45,553.75	2920
FIRE UNION	200	Fire Union	Fire/Ambulance	Firefighter - Certified	\$16.24	\$22.54	\$28.84	\$47,409.65	\$65,815.72	\$84,221.80	2920
FIRE UNION	200P	Fire Union	Fire/Ambulance	Firefighter + Paramedic	\$18.55	\$24.59	\$31.15	\$54,158.35	\$71,805.87	\$90,972.53	2920
FIRE UNION	210	Fire Union	Fire/Ambulance	Driver Engineer	\$18.22	\$24.08	\$29.93	\$53,213.53	\$70,300.91	\$87,388.29	2920
FIRE UNION	210P	Fire Union	Fire/Ambulance	Driver Engineer + Paramedic	\$20.18	\$26.21	\$32.24	\$58,916.19	\$76,530.30	\$94,144.42	2920

Year 3 - July 1st, 2021 – June 30th, 2022:

- Effective the first full pay period after July 1, 2021, bargaining unit employees will receive a 6% increase to their current rate of pay.
- The minimum and maximum rates for each classification will be adjusted by a 6% increase effective July 1st, 2021.
- Bargaining unit employees shall not receive a Cost of Living Adjustment (COLA) or a merit increase, irrespective of whether or not the same is approved for all other City employees.

Year Three: Compensation Rates Shift by 6%											
Pay Group /		Department	Division	Title	2021	2021	2021	Annual			Annual Hours
Group BU	Job Class				Hourly MIN	Hourly MID	Hourly MAX	MIN	MD	MAX	
FIRE UNION	200S	Fire Union	Fire/Ambulance	Fire Academy Cadet - Uncertified	\$16.54	\$16.54	\$16.54	\$48,286.98	\$48,286.98	\$48,286.98	2920
FIRE UNION	200	Fire Union	Fire/Ambulance	Firefighter - Certified	\$17.21	\$23.89	\$30.57	\$50,254.22	\$69,764.67	\$89,275.11	2920
FIRE UNION	200P	Fire Union	Fire/Ambulance	Firefighter + Paramedic	\$19.66	\$26.07	\$33.02	\$57,407.85	\$76,114.23	\$96,430.88	2920
FIRE UNION	210	Fire Union	Fire/Ambulance	Driver Engineer	\$19.32	\$25.52	\$31.72	\$56,406.34	\$74,518.97	\$92,631.59	2920
FIRE UNION	210P	Fire Union	Fire/Ambulance	Driver Engineer + Paramedic	\$21.39	\$27.78	\$34.18	\$62,451.16	\$81,122.12	\$99,793.09	2920

Any bargaining unit employee that successfully completes an EMT-Paramedic program shall receive a \$2.00 per hour increase in their current hourly rate of pay or be elevated to the position minimum associated with the paramedic Job class.

SECTION 20. LONGEVITY PAY

Bargaining employees will receive longevity pay in accordance with City of Hobbs Administrative Resolution #18-01; longevity pay shall begin at ten (10) years of service with Hobbs Fire Department as outlined in Section 2 of AR#18-01. The incentive program shall be effective as of the date of approval of the Agreement.

SECTION 21. LAYOFF/REDUCTION IN WORKFORCE AND RECALL

If the City determines a layoff/reduction in workforce is necessary and such layoff will affect bargaining unit employees, the Union will be notified of the proposed layoff at least fifteen (15) calendar days prior

to implementation of the layoff. Layoffs/reductions in workforce shall be handled in accordance with the City of Hobbs policies.

SECTION 22. PERFORMANCE EVALUATIONS

- A. Performance evaluations are to be completed on an annual basis during the anniversary month of the employee and are used to provide feedback to bargaining unit employees. Performance evaluations are not designed or intended to be used as disciplinary actions and will not be used in such a manner. Employees will be assessed in relation to the essential job functions of their position for the previous year. Performance evaluations may also be used to identify and establish specific, measureable goals for the employee for the upcoming year. An employee shall be shown their performance evaluation.
- B. Other evaluations, such as Performance Improvement Plans (PIPs), incident evaluations, or special evaluations may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement.
- C. The performance evaluation and Personal Improvement Plan are formal reports that will become a part of the employee's personnel file.

SECTION 23. DISCIPLINE AND DISCHARGE

- A. Disciplinary actions for bargaining unit employees will be based on just cause. The degree of discipline will be based on the severity of the offense, the employee's work history and any mitigating or aggravating circumstances. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color national origin, ancestry, gender physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, or any other federal, state or local protected class. No bargaining unit employee shall be disciplined for refusing to perform an unlawful act.
- B. Any department supervisor may take disciplinary action against a bargaining unit employee pursuant to the department supervisor's authority and consistent with departmental policies and this Agreement. Any discipline reduced to writing shall be subject to the grievance process. Copies of any disciplinary action involving written reprimands, suspensions, demotions, or discharge shall be furnished to the Personnel Department for placement in the employee's file with the signature of the recipient acknowledging receipt of the action, or indication that the employee refused to sign. Suspensions, demotions, and discharge are grievable through the grievance procedure and the arbitration procedure contained in this Agreement.
- C. Any negative entry or adverse action shall be documented in the bargaining unit employee's official personnel file. The employee will be given a copy of the document that reflects any negative or adverse action. The employee may submit a written response to any document submitted to the employee's official personnel file. Such response shall be presented to the Human Resources Director within thirty (30) calendar days after the employee knew or should

have known of the action in question. Responses submitted after thirty (30) calendar days shall be considered not timely and void and will be returned to the employee indicating the response was not timely.

- D. Non-probationary bargaining unit employees subject to this chapter or any administrative or departmental regulations duly promulgated may be disciplined for cause. Just cause for disciplinary action includes, but is not limited to, the following:
- (1) Work performance that continues to be unsatisfactory after reasonable attempts to correct performance.
 - (2) Misconduct on the job; conduct or language toward the public or toward employees, which discredits the public service.
 - (3) Negligence in the performance of duty, including negligence in the operation of city vehicles or equipment or failure to adhere to established safety rules and procedures.
 - (4) Incompetence or inefficiency; failure to perform job duties adequately.
 - (5) Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
 - (6) Unauthorized absence from work, including tardiness.
 - (7) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
 - (8) Acceptance of money, gifts, privileges, or other valuable consideration, which was given with the expectation of influencing the employee in the performance of their duties.
 - (9) Use of official position or authority for personal profit or advantage.
 - (10) Misuse, theft, or destruction of city property.
 - (11) Unauthorized disclosure of confidential information from city records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of city records, reports, or other data belonging to the city including city employment application, or any other document used in the employment process.
 - (12) Unauthorized or fraudulent manipulation of time records or other city records.
 - (13) For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
 - (14) Violation of city or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee.
 - (15) Non-cooperation by an employee with fellow employees or other personal conduct, which substantially interferes with the performance of their or another employee's work.
 - (16) Misuse of Paid Time Off; the claim of sickness under false or misleading pretenses.
 - (17) Distribution of literature, vending, or soliciting or collecting contributions on city time and in public areas or voluntary cooperation with parties doing such without prior authorization of the City Manager.
 - (18) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
 - (19) Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked as established by general written department policy.

- (20) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
- (21) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the city.
- (22) Unauthorized possession of a weapon on the job site.
- (23) Fighting and/or disruptive behavior in the workplace.

The foregoing examples are in no way intended to provide an exhaustive listing of reasons for which an employee may be disciplined. The severity of the infraction and the bargaining unit employee's work and disciplinary record will determine the level of disciplinary action taken.

- E. The City shall discuss proposed or actual disciplinary action with a bargaining unit employee and not in the presence of co-workers, unless representing the City or the employee in a meeting.
- F. A bargaining unit employee will be afforded the opportunity to present their side of the story in a predetermination meeting for any contemplated disciplinary action involving suspension, demotion, or discharge prior to the action being taken. The City will provide notice to the employee of the date, time, and place of the predetermination meeting no later than 72 hours prior to the meeting. In no event will the predetermination meeting be scheduled with less than 72 hours' notice. The employee may have a representative of their choice at the meeting as an observer only. An attorney may be allowed as an observer only, provided the employee notifies the Chief in writing at least 48 hours in advance of the meeting. An employee may waive, in writing, the right to a predetermination meeting. Failure on the part of the employee to appear and/or respond either orally or in writing shall also constitute a waiver of the right to a predetermination meeting.
- G. A supervisor or Department Head may immediately remove from the work environment any bargaining unit employee who poses a danger to themselves or others; who is alleged to be committing or has allegedly committed a criminal act; or who otherwise is incapable of fulfilling the obligations of the job. In such cases, the bargaining unit employee will be placed on administrative leave with pay.

SECTION 24. GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. As used in this Article, "days" shall mean work days (Monday through Friday) and shall not include holidays or time when the City Administrative Offices are closed.
- D. A written grievance must contain a statement of the grievance, the name of the employee(s), the circumstances and facts upon which it is based, the Section of this agreement allegedly violated, the remedy being sought, and the signature of the grievant and the date signed.

- E. Grievances concerning terminations shall be filed within ten (10) days of the date of notification of termination directly to Step Three of the grievance procedure.
- F. Grievances submitted on behalf of the Fire Department shall be initiated by the Chief or designee by filing the grievance with the Union President or designee.
- G. Failure to submit a grievance within ten (10) days from the date the employee knew or should have known of the act that gave rise to the grievance, will constitute forfeiture of the right to file a grievance. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. Either the Union, the City, or employee who have entered grievances on their own behalf, may drop the grievance at any Step.
- H. Should the City fail to respond to a grievance within the time limits expressed herein, the Union may appeal to the next level of the grievance procedure within the time limits set forth as if the City had timely responded.
- I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process their grievance as an individual.
- J. Grievances shall be presented as outlined below:

Step One – A bargaining unit employee who believes that they may have a grievance or the employee’s Union Representative, shall file a written grievance with the employee’s immediate supervisor or the level at which the grievance occurred, that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. The meeting with the supervisor/administrator should be held within five (5) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of the filing of the grievance, the employee or Union Representative may file a written grievance at Step Two.

Step Two – Within ten (10) days of the meeting with the supervisor/administrator at step one, the written grievance must be filed with the Chief. At the time of personal service, the bargaining unit employee or Union Representative shall schedule a grievance meeting with the Chief or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Chief will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Chief’s response, the employee or Union Representative may file the written grievance at Step Three.

Step Three - Within ten (10) days of the date of the Chief’s response, the written grievance must be filed with the City Manager. A bargaining unit employee grieving a termination may request an evidentiary hearing before the City Manager, who will be assisted by the City Attorney. The City Manager will respond to the grievance within ten (10) days of the filing of the grievance. The employee or Union Representative may appeal the City Manager’s decision through arbitration by providing written notice to the Personnel Director within ten (10) work days of the date of the City Manager’s decision.

- K. The Union shall provide the Chief a list of the union representatives that are authorized to file a grievance on behalf of the union and authorized to represent an employee on a grievance.

SECTION 25. ARBITRATION

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement.
- B. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Section 24 Grievance Procedure, must have been exhausted.
- C. The appeal must be received by the Human Resources Director within fifteen (15) work days from the date of the City Manager's decision.
- D. An arbitrator shall be selected in the following manner:
 - a. The City and the Union shall attempt to agree on an arbitrator within ten (10) working days of the filing of the request for arbitration. If the parties are unable to agree on an arbitrator, the parties will request a list of seven (7) names from the FMCS, provided the employee/Union complete the employee's portion of the FMCS form for arbitration and submit a check for half of the filing amount to the Human Resources Director within the ten (10) working days of filing the request for arbitration.
 - b. Within ten (10) days of receipt of the arbitration list, the parties will meet to select the arbitrator. Should the parties fail to mutually agree upon an Arbitrator, then each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
 - c. The Arbitrator will schedule the hearing within thirty (30) calendar days after notification of selection by the parties or as soon as practicable thereafter. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and, following the hearing, shall prepare and submit to the parties, in writing, a report and decision as soon as possible after the conclusion of the hearing. The parties may jointly agree to waive a written opinion and allow the Arbitrator to enter an award without analysis or explanation. Arbitration shall be conducted according to the rules established by the FMCS.
 - d. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
 - e. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall they have the power to add to, nor subtract from, or modify this Agreement.
 - f. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any

earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate their damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs.

- g. Arbitration is subject to the provisions of the State's Uniform Arbitration Act and an award may be set aside in accordance with the Uniform Arbitration Act's provisions.

SECTION 26. OCCUPATIONAL HEALTH AND SAFETY

- A. The employer will continue to provide and maintain safe working conditions and industrial health protection for the employees in accordance with appropriate Federal, State, or City Law. The Union will cooperate by encouraging all employees to work in a safe manner.
- B. The City recognizes its obligations and acknowledges its intent to comply with OSHA regulations. The department shall provide all personal protective equipment. (i.e. – turn out gear, helmets, gloves, eye protection, boots, and hood). The City will also provide spectacle kits for the firefighters and air mask as needed. Failure of bargaining unit employees to utilize safety devices, clothing, and/or equipment required by the City and/or OSHA or failure to follow safe practices may subject the offending employee to disciplinary action.
- C. Bargaining employees shall be included in City safety policies, procedures, and incentives. Any incentive shall be administered on an individual basis and employees shall not be grouped together.

SECTION 27. LIABILITY COVERAGE

Should a member of the bargaining unit be sued in a civil action for any allegations arising out of the course and scope of their employment, the City will defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act, NMSA 1978, §Section 41-4-1, et seq. (as amended).

It is understood by the parties that it is against public policy for the City to defend an employee in a criminal suit once the employee is indicted for a criminal act.

Any employee receiving a summons or other notice of a threatened or pending job-related lawsuit shall, without unreasonable delay, notify the Chief of the Fire Department or in their absence, the Assistant Chief. The City shall, within a reasonable time after receipt of any summons or tort claim notice, notify each employee named as a party in the summons or tort claim notice. This provision shall apply only to summons or tort claim notices filed or received after the effective date of this contract.

Any employee named in a job-related lawsuit shall have the right at all reasonable times to consult with the City Attorney and/or the Attorney-of-Record defending the City and employee in order to be informed of the status of the litigation, any settlements offered or contemplated, and any other relevant information regarding the litigation. An employee named in a lawsuit or tort claim notice shall cooperate fully with the City Attorney and/or the City's Attorney-of-Record in the defense of the City and employee.

Any employee who is or may become a party in a job-related lawsuit pursuant to a summons or tort claim notice shall have the right to consult a personal attorney of the employee's choice regarding such manner. The employee's personal attorney may, at reasonable times, consult with the City Attorney and/or City's Attorney-of-Record to learn the status of the litigation, any settlements proposed or contemplated, and any other relevant facts of the litigation. Nothing in this section shall be construed as giving the employee or their personal attorney any authority to act on behalf of the City or its insurer.

SECTION 28. OUTSIDE EMPLOYMENT

All bargaining unit employees shall abide by the Personnel Rules and Regulations regarding outside employment. The Union will be notified of any proposed changes to the provisions on outside employment prior to the implementation of such changes. The Union will be allowed written input on the proposed changes.

SECTION 29. COMMUNICABLE DISEASE AND HAZARDOUS MATERIALS HANDLING

If a firefighter, while carrying out their duties, is exposed to a contagious disease or hazardous materials, the City agrees to pay the expense for inoculation and immunization for members of the firefighter's family if the City's physician determines such inoculation and/or immunization is necessary. The City further agrees to reimburse any firefighter covered by one of the City's H.M.O. programs any co-payment required for inoculation and/or immunization required due to the exposure to a contagious disease as a result of the firefighter's carrying out of their duties.

SECTION 30. MANUAL OF OPERATIONS AND POLICIES

The City shall provide the Union with a copy of the City of Hobbs Personnel Rules. It is the responsibility of the Union to keep this manual up to date. Management will provide the Union with a copy of any changes or updates of material contained in the manual.

The Union shall be provided the opportunity to propose, in writing, additions and modification to the S.O.G.'s. The Union shall also be provided the opportunity to meet with the Fire Chief or the Fire Chief's designee to discuss the proposed additions and modifications. This provision shall not be interpreted in a manner that in any way reduces or eliminates the Fire Chief's rights and authority to approve and implement the guidelines.

At each station, the City shall provide a complete set of city policies applicable to the Fire Department and its employees. The set of city policies shall be easily accessible to all employees of the Fire Department.

SECTION 31. P.E.R.A.

Bargaining unit employees will contribute 9.7% to PERA, subject to any modifications of contribution requirements mandated by the State of New Mexico, any Federal Law, or PERA.

SECTION 32. PERSONNEL FILES AND CHRONOLOGICAL RECORDS

An employee will receive a copy of any document(s) related to discipline of the employee prior to the document(s) being placed in the employee's personnel file. A bargaining unit employee or an authorized representative who provides a written authorization form signed by the employee, requesting to examine the employee's personnel file may do so by providing at least twenty-four (24) hours advance written notice to the Human Resources Department. Review of an employee's personnel file shall occur during normal business hours of the Human Resources Department. The employee and/or the authorized representative will review the file in the presence of a Human Resources Department employee.

The personnel files shall not be purged except by order of an arbitrator or judge of competent jurisdiction. The personnel files are the property of the City and will be used by the City as permitted by law.

The employee shall be provided a copy of any adverse document entry that will be placed in the personnel file and will have the right to provide written response to be attached to the document. Such written response must be submitted to the Human Resources Director within ten (10) calendar days from the date that the employee was given written notice of the document in question.

CHRONOLOGICAL RECORDS

Chronological records will continue to be used by the Hobbs Fire Department. Verbal counseling and verbal reprimands will be documented in the bargaining unit employee's chronological record. The employee shall be made aware of any documentation, positive or corrective, that is placed in their chronological record. The employee can at any time review their chronological record without question from supervisors. If the employee deems it necessary, the employee may place a written response to an entry so long as it is done within ten (10) calendar days of that specific entry being placed into the record. The written response to any chronological record entry shall be delivered by the employee to a supervisor, who will then place that response into the chronological record. The employee will have the opportunity to review their chronological entry to ensure the response is accurate. The parties will work together to develop a delivery system for all chronological correspondence that ensures transparency and accuracy in documentation.

Chronological entries should be made once every month for each member of the bargaining unit. Chronological entries should be both positive and/or corrective, and shall address those subjects the employee will be evaluated on during their annual performance evaluation.

SECTION 33. DRUG TESTING

The parties agree that substance abuse will not be tolerated in the Fire Department. In recognition of the need to maintain a drug free work place, Management may implement certain policies and procedures. Prior to the implementation of these policies and procedures the Union will be allowed to provide written input.

The City and the Union recognize that drug testing implicates important privacy issues to the employees subject to testing, and further recognize the importance to both the employee and the City of insuring maximum accuracy of the testing process. The City and the Union, therefore, agree to meet and confer on a periodic basis to evaluate the efficiency of the testing process and to make recommendations to the Chief for improvements to the testing process.

SECTION 34. DAMAGE TO PERSONAL PROPERTY

The City will make efforts to provide necessary safety equipment appropriate to the nature of the assignment, at the discretion of the Chief. Loss or damage to personal items on any City property will be handled on a case-by-case basis.

SECTION 35. HEALTH INSURANCE BENEFITS/LIFE INSURANCE/GROUP INSURANCE PLAN

The City shall continue to provide to all employees in the bargaining unit, health and life insurance benefits as adopted by the City Commission.

SECTION 36. UNIFORMS

The City will continue its current practice of issuance of uniforms to all bargaining unit employees.

SECTION 37. CHOW ALLOWANCE

The City will provide the daily food allowance of \$11.00 per employee per shift.

SECTION 38. LIVING QUARTERS FURNITURE AND APPLIANCES

The City will continue its current practice of replacing station furniture and appliances when determined necessary by the City.

SECTION 39. STATION MAINTENANCE

To the degree that is practical, as determined by the Chief, station maintenance will continue to be done by the bargaining unit employees.

SECTION 40. UNION DECALS

No union decals shall be placed or attached to any City property, equipment, materials, or supplies.

SECTION 41. CITY VEHICLES

The assignment and use of City vehicles is the responsibility and prerogative of the Chief.

SECTION 42. TRAINING AGREEMENTS

The parties agree that the terms of Exhibit A (Paramedic Training Agreement) was negotiated and is hereby incorporated and made a part of this agreement. See Exhibit A attached hereto and incorporated herein. City, with consultation of Union, reserves the right to revise and implement

training agreements as deemed necessary. Any later agreements shall be incorporated herein as subsequent exhibits upon written acknowledgment of the parties. Nothing in this section shall be interpreted as a restraint on City's authority to offer any training agreements or Unions authority to not sign the same.

SECTION 43. COMPLETE AND ENTIRE AGREEMENT

The parties agree that all negotiable issues that the parties desired to negotiate have been discussed during the negotiations sessions leading to this Agreement. This Agreement represents the total and complete Agreement between the parties. If any City policy or procedure, or any Department rule, regulation, or directive conflicts with a provision of this Agreement, this Agreement will control. The City will not implement any change that is in conflict with this collective bargaining Agreement. The City, the Union, and the Employees will abide by the conditions of this Agreement and, unless limited by any provision of this Agreement, applicable City policies and procedures and/or Department rules, regulations, directives. During the term of this Agreement, the City and the Union, upon mutual agreement, may reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof. Any changes shall be agreed to in writing.

SECTION 44. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any Court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Within thirty (30) days of such legislative action, the City and the Union shall meet to negotiate new contract language to replace the particular clauses, which were invalidated by federal or state legislation.

SECTION 45. TERM OF AGREEMENT

This Agreement shall become effective on the first full pay period following the ratification by the bargaining unit employees, the approval of the City Commission, and signature by the parties and shall continue in full force and effect through June 30, 2022.

[REQUIRED SIGNATURES ON NEXT PAGE]

The Agreement was ratified by the parties and entered into _____ day of _____, 2019.

MICHAEL NASH, PRESIDENT
Hobbs IAFF

SAM COBB, MAYOR
City of Hobbs

MANNY GOMEZ, ACTING CITY MANAGER
City of Hobbs

EXHIBIT A

PARAMEDIC TRAINING AGREEMENT

I acknowledge and understand that the City of Hobbs desires and intends to provide EMT-Paramedic training to fire officers who will remain employed with the Hobbs Fire Department for a minimum of twenty-four (24) months from the date of receipt of a New Mexico State EMT-Paramedic license. I agree to the following conditions:

1. Unless discharged as a fire officer, I agree to remain in the employment of the department for a minimum period of twenty-four (24) months from the date I receive a New Mexico EMT-Paramedic license.

2. In the event that (1) I complete the accredited paramedic program and do not take the National Registry test within the time allotted by National Registry; or (2) I do not receive a New Mexico State EMT-Paramedic license within two years of completion of the accredited paramedic program; or (3) I leave the program without obtaining a New Mexico State EMT-Paramedic license, I agree to reimburse the Hobbs Fire Department the sum of money the City has expended for tuition, books, lodging, transportation, and any related fees, not to exceed \$6,000.00 for the cost related to my pre-EMT, EMT-Paramedic and field training provided by the Hobbs Fire Department and the accredited Paramedic training institute. As long as I am employed by the City of Hobbs, I agree to a wage withholding in the amount \$150.00 per pay period until debt is satisfied. In the event I leave the employment of the City of Hobbs, I agree to continue a \$300.00 per month payment until debt is satisfied.

Circumstances beyond the control of the employee may be grounds to waive the repayment requirement in paragraph 1 herein upon a showing of good cause to the City Manager.

3. In the event suit or action is instituted by the City to enforce any terms of this Agreement, the prevailing party shall be entitled to recover costs and legal fees, in addition to all other sums provided by law, even though the City may employ in-house legal counsel.

4. This Agreement is the entire, final and the complete Agreement between the parties with respect to the costs of training and requirements for reimbursement and supersedes and replaces any and all prior written or oral Agreements between the parties and their agents concerning requirements for reimbursement regarding the EMT-Paramedic Licensure.

5. No modification of this Agreement shall be valid unless in writing and duly

executed by both parties to this Agreement.

6. This Agreement shall be construed in accordance with the laws of the State of New Mexico, and jurisdiction of any dispute shall be brought in the courts of Lea County, New Mexico, only.

7. I understand that all terms and conditions of my employment remain unchanged by this Agreement, and this Agreement in no way guarantees me any contractual right, either expressed or implied, to continued employment. This Agreement shall not modify any City of Hobbs Personnel Rules, Administrative Regulations, and Fire Policies and Procedures that relate to Fire personnel. I recognize that this Agreement does not limit the authority of the city of Hobbs to invoke disciplinary action against me.

If any section of this Agreement is held to be invalid, the remaining sections of this Agreement will not be affected. *I acknowledge that I have had at least seven (7) days to examine this Agreement. I have been advised by the Personnel Department of the City of Hobbs that I may consult with an advisor or attorney prior to entering into this Agreement.*

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

CITY MANAGER

WITNESS

EMPLOYEE NAME (Please Print)

DATE

EMPLOYEE SIGNATURE



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: AUTHORIZE PURCHASE OF MOTOR GRADER EQUIPMENT

DEPT. OF ORIGIN: General Services
DATE SUBMITTED: 8-26-19
SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The Street Dept. would like to purchase a motor grader with a 10 foot moldboard. The Street Dept. provides the service to the community of maintaining unpaved alleys. The Street Dept. has (2) motor graders with 14 foot moldboards. There are some subdivisions in town that have alleys that are too narrow for the graders to access. These subdivisions are: Lincoln Park Addition, North Acres Subdivision, Broadmoor Addition and Original New Hobbs. The narrow alleys have an approximate 12 foot wide driving path. The 10 foot grader will be able to navigate the alleys safely. In addition, this grader can be used as needed for assisting Parks with collection of material from sports fields and leveling material at the cemetery.

The Street Dept. had a Goal Planning Session in January of 2019. Staff identified the need of a new grader to more efficiently maintain areas where the proper motorized equipment doesn't fit. Seeing it as a high priority, the purchase of a narrower grader was ranked number 3 of 43 on the list.

Staff identified the need for the equipment purchase and included it in the FY20 budget. For the unit, the City would utilize a Cooperative Educational Services, CES, contract with Wagner Equipment, Inc. Hobbs office, to purchase the grader. The CES contract number is: 18-020B-C103-ALL. The total cost of the equipment plus added options is \$192,162.00 and has an estimated life of 10-12 years.

Fiscal Impact:

Reviewed By: 
Finance Department

Estimated Purchase Amount: \$192,162.00

Budget Number: 001-010423-43006
FY20 Budget Amount: \$197,100

Attachments:

- Location Map
- Sales Agreement
- CES Renewal of Contract

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Authorize Purchase from CES contract number 18-020B-C103-ALL

Approved For Submittal By:


Shelia Baker
Department Director

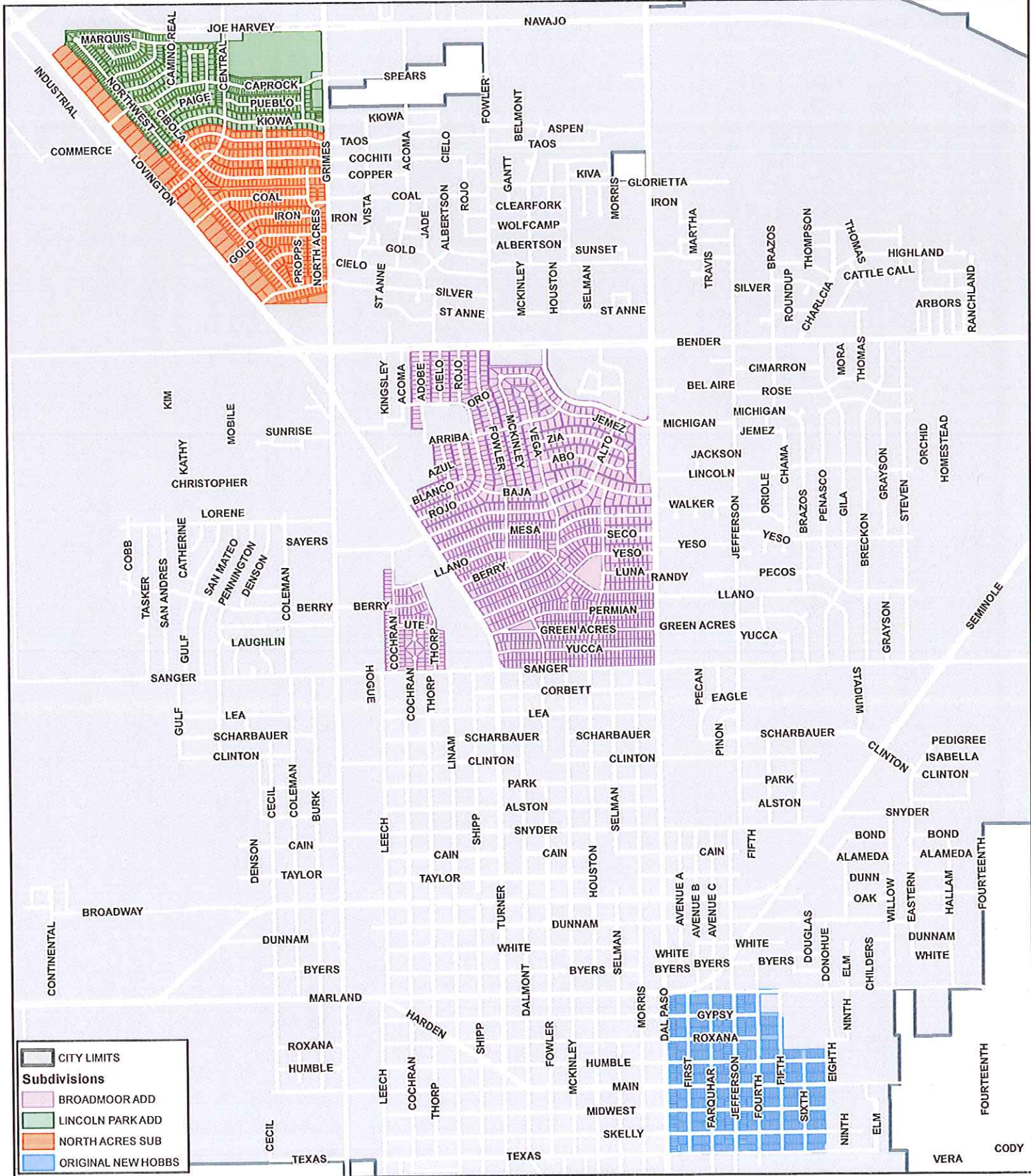
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

Residential Neighborhoods Narrow Alleyways



0 1,250 2,500 5,000 Feet

City of Hobbs GIS Division

Date: 8/26/2019

AP

Time: 9:30:22 AM

DISCLAIMER: THE CITY OF HOBBS MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND REGARDING ANY GIS DATA PROVIDED HEREIN OR THE SOURCES OF SUCH DATA. THE CITY OF HOBBS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATA CONTAINED WITHIN THIS PRODUCT IS PROVIDED BY THE CITY OF HOBBS FOR INFORMATIONAL PURPOSES ONLY AND NOT IN COMPLIANCE WITH ANY LEGAL REQUIRED SURVEYING STANDARD.



SALES AGREEMENT

DATE Jun 28, 2019
 QUOTE# 195191

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER	CITY OF HOBBS			
S STREET ADDRESS	200 E BROADWAY ST			S
L CITY/STATE	HOBBS, NM	COUNTY	LEA NM	H
D POSTAL CODE	88240	PHONE NO.	575 397 9238	I
T O CUSTOMER CONTACT:	EQUIPMENT	ANTHONY MALDONADO	PHONE NO. 575 318 3539	P
	PRODUCT SUPPORT	ANTHONY MALDONADO	PHONE NO. 575 318 3539	T
INDUSTRY CODE:	PRINCIPAL WORK CODE:			O

Ownership Customer # 43440	Invoice Customer #	Sales Tax Exemption # (if applicable) CRS	Customer PO Number	Ship Via Aurora
-----------------------------------	--------------------	--	--------------------	---------------------------

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	CSC <input type="checkbox"/>	LEASE <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00	CONTRACT INTEREST RATE 0.00	NOTES:	
PAYMENT PERIOD	PAYMENT AMOUNT \$0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED	
MAKE: TBA	MODEL: 65E
STOCK NUMBER: TBA	SERIAL NUMBER: TBA
65E Turbo 120 hp Base Machine - Cat Tier 4F engine	
Blade Pitch	
Float Valve Group	
Mirrors	
Floodlight Group	
Cab Group	
Cab Air Conditioning Group	
Radio Group	
Strobe Light - Cab Mounted	
Bankslope Saddle	
Front Mounted Counterweight - 4 plates at 160 lbs. ea	
Rear Mounted Ripper Group with 3 shank assemblies	
Rear Piping Group (Req'd with rear ripper)	

TRADE-IN EQUIPMENT		SELL PRICE	\$192,162.00
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	PREVENTIVE MAINTENANCE
MODEL: _____	YEAR: _____	SN: _____	Included
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	TOTAL
MODEL: _____	YEAR: _____	SN: _____	\$192,162.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input type="checkbox"/> AGCO WARRANTY & COVERAGE The customer acknowledges that he has received a copy of the Wagner Equipment Co/JAGCO Warranty and has read and understood said warranty. <input checked="" type="checkbox"/> ALLIED WARRANTY & COVERAGE Warranty applicable including expiration date where necessary: _____ _____	<input type="checkbox"/> USED EQUIPMENT COVERAGE All used equipment is sold <u>as is</u> , with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal. Warranty applicable: _____ _____
---	---

Preventative Maintenance: Condition Monitoring - 1 Year

NOTES: CES 18-020B-C103-ALL

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO.	PURCHASER
ORDER RECEIVED BY <u>Martin Rodriguez</u>	DATE APPROVED AND ACCEPTED ON _____
REPRESENTATIVE	CITY OF HOBBS
BY _____	PURCHASER

BY _____
SIGNATURE

TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT: This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.

2. TIME OF DELIVERY and SHIPPING: Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

3. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein.

4. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity

5. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

6. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

7. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.

8. CANCELLATION/TERMINATION: This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.

9. PERMISSIBLE VARIATIONS: All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.

10. FORCE MAJEURE: a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.

11. VENUE: Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE _____



RENEWAL OF CONTRACT

made by and between

COOPERATIVE EDUCATIONAL SERVICES

And

WAGNER EQUIPMENT, INC.

Said Contract(s) being numbered:

18-020B-C201-ALL Generation Supplies, Power

18-020B-C103-ALL Heavy Equipment, Parts, Accessories, Supplies and Related Services

This Contract's initial one (1) year Term commenced on June 8, 2018 and will expire on June 7, 2019. The Term of Contract in 2018-020 RFP C provides the Contract may, by mutual written agreement, be renewed annually for up to three (3) additional one (1) year terms, for up to four (4) years total, through June 7, 2022. Cooperative Educational Services hereby wishes to renew the Contract through the remainder of the four-year term expiring on June 7, 2022. Upon signature of an authorized officer of the above-named company or corporation, the Contract is hereby renewed.

This renewal shall be subject to the same Terms and Conditions contained in the original Request for Proposal documents, contract changes and/or updates.

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature

Date **May 13, 2019**

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings in the Terms and Conditions for "Discontinued Products" and "New Technology and Price Reduction" of the RFP.

CONTRACT HOLDER

Authorized Signature _____ Date _____

Printed Name _____ Title _____

NOTE: This Contract Renewal should be received by 4:00 p.m. at the offices of CES on 5/23/19

If you do not wish to renew this Contract, please sign below and return this agreement.

Terminate: We wish to terminate this Contract effective 05/23/19

Authorized Signature _____ Date _____

Printed Name _____ Title _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: State Legislative Appropriation; SAP 19-D2472-GF City of Hobbs Joe Harvey Blvd. Infrastructure Improvement and Sewer Replacement Project
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: August 20, 2019
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

A State of New Mexico 2019 Legislative special appropriation in the amount of \$192,000.00 has been awarded for the City of Hobbs City of Hobbs Joe Harvey Blvd. Infrastructure Improvement and Sewer Replacement Project. This grant may be utilized for the planning, design, and construction for the City of Hobbs' Joe Harvey Blvd. Infrastructure Improvement and Sewer Replacement Project from NM 18 along Central Ave. to Joe Harvey Blvd., east along Joe Harvey Blvd. to Grimes Street, and north along Grimes Street to Millen Drive. This project is addressing deficiencies with the current sewer system by replacing aging and collapsing piping and including accessibility, drainage, and road improvements along the route.

A Resolution of the Hobbs' City Commission authorizing the Mayor to execute the grant agreement and the designation of official representatives who will be the point of contact and authorized signatory for filing reimbursement requests and documentation is required by the New Mexico Environmental Department.

Fiscal Impact: \$192,000.00 (Revenue)

Reviewed By: _____


Finance Department

Following the execution of the grant agreement, the City of Hobbs will be eligible to submit for reimbursement of actual costs for planning, design, and construction of the replacement of the sewer system and accessibility/road improvements up to the to the appropriation amount of \$192,000.00.

The reversion date for this appropriation is June 30, 2023.

Attachments:

- Grant Agreement - SAP 19-D2472-GF; State of New Mexico, Department of Environment
- A Resolution authorizing the Mayor to execute Grant Agreement, SAP 19-D2472-GF, and designating the Finance Director and City Clerk as official representatives authorized to sign official grant documents.

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Approve the Resolution authorizing the Mayor to execute the Grant Agreement, SAP 19-D2472-GF, in the amount of \$192,000.00 for the City of Hobbs Sewer System Replacement Project and designating the City of Hobbs Finance Director and City Clerk as official signatory representatives for this agreement.

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. 6847

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE WITH THE
STATE OF NEW MEXICO DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
HOBBS SEWER SYSTEM REPLACEMENT SAP 19-D2472-GF

WHEREAS, the State of New Mexico 2019 Legislative special appropriation in the amount of \$192,000.00 has been awarded for the City of Hobbs Joe Harvey Blvd. Infrastructure Improvement and Sewer Replacement Project; and

WHEREAS, this grant may be utilized for the planning, design, and construction for the City of Hobbs Joe Harvey Blvd. Infrastructure Improvement and Sewer Replacement Project from NM 18 along Central Ave. to Joe Harvey Blvd., east along Joe Harvey Blvd. to Grimes Street, and north along Grimes Street to Millen Drive; and

WHEREAS, this project is addressing deficiencies with the current sewer system by replacing aging and collapsing piping and including accessibility, drainage, and road improvement along the route;

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

1. The Mayor be, and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Environment for the Grant Agreement SAP 19-D2472-GF a copy of which is attached hereto and incorporated herein.

2. The Finance Director and City Clerk are designated as official representatives authorized to sign official grant documents.

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
HOBBS SEWER SYS REPLACE
SAP 19-D2472-GF**

THIS AGREEMENT is made and entered into as of this [] day of [], 20[], by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and City of Hobbs hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 26, Paragraph 45, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

**SAP 19-D2472-GF (\$192,000.00) APPROPRIATION REVERSION DATE: June 30, 2023
Laws of 2019 Chapter 277, Section 26, Paragraph 45, One Hundred Ninety Two Thousand Dollars (\$192,000.00):**

to plan, design, construct, replace the sewer sys, including accessibility and road imprvmts, from NM hwy 18 along Central ave to Joe Harvey blvd, east along Joe Harvey blvd to Grimes street, north along Grimes st. to Millen dr. in Hobbs in Lea cty

The Grantee's total reimbursements shall not exceed One Hundred Ninety Two Thousand Dollars (\$192,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals One Hundred Ninety Two Thousand Dollars (\$192,000.00) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third-Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department
Name: Paulette Ortiz
Title: Project Administrator
Address: Construction Program Bureau
NMED, Harold Runnels Building
1190 St. Francis Drive S-2072
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us
Telephone: 505-827-0548

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2023 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a Third-Party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex,

sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,

selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Hobbs may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Hobbs's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Hobbs or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Hobbs or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform

Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page

HOBBS SEWER SYS REPLACE SAP 19-D2472-GF

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Hobbs

Entity Name

By: **Sam D. Cobb**

(Type or Print Name)

Its: **Mayor**

(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

Authorization Page

HOBBS SEWER SYS REPLACE SAP 19-D2472-GF

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Its: **Mayor**

(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information		II. Payment Computation	
A. Grantee: City of Hobbs		A. Payment Request No.	
B. Address:		B. Grant Amount: \$192,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 19-D2472-GF		F. Reversion Amount (if Applicable):	
E. Project Title: HOBBS SEWER SYS REPLACE		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2023		H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input checked="" type="checkbox"/> STB (attach wire if first draw)	
		I. <input type="checkbox"/> Final Request for Payment (if Applicable)	
III. Fiscal Year:			
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>			
IV. <input type="checkbox"/>	<u>Reporting Certification:</u> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.		
V. <input type="checkbox"/>	<u>Compliance Certification:</u> Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.		
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code	Fund Code 89200		
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: _Sara Rhoton

FROM: Grantee: City of Hobbs

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 19-D2472-GF

Grant Termination Date: June 30, 2023

As the designated representative of the Department for Grant Agreement number SAP 19-D2472-GF entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP, if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMED ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

Name of Grantee: City of Hobbs
Project Number: SAP 19-D2472-GF

X

Sam D. Cobb, Mayor
Official Representative/Date

X

NMED Project Manager Approval/Date

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval prior to executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval before the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

CLOSEOUT

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C

NMED Contact Information Sheet

Project Number SAP 19-D2472-GF

Grantee City of Hobbs

Project Manager: Sara Rhoton
Project Manager Address: 121 Tijeras Ave NE, Ste 1000
Albuquerque, NM 87102
Phone: 505-222-9568
Email: sara.rhoton@state.nm.us

Project Administration: Paulette Ortiz
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-827-0548
Email: paulette.ortiz@state.nm.us

For General Assistance, please call 505-827-2806 and ask for "Special Appropriations" or email:

NMENV-cpbsap@state.nm.us

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

**NMED ATTACHMENT D DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY	C. DISBURSEMENT REQUEST NUMBER
B. PROJECT NUMBER	D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official:	Typed or Printed Name:	Phone:	Date:
X			

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 19-D2472-GF
Grantee City of Hobbs
Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

NMED Attachment F
SAMPLE Resolution Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as SAP Project Number Grant Agreement.

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Name, Mayor / Chair / Director, is authorized to sign the agreement for this project, and

Signatory Name and Signatory Title, or his/her successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor/ Chair, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

Notary Name, Notary Title

(Signature)

Date

**NMED Attachment G
SAP Signature Page**

Project Name:	HOBBS SEWER SYS REPLACE
Project Number:	SAP 19-D2472-GF
Official Representative:	
Name	Toby Spears
Title	Finance Director
Signature	
Address	200 E. Broadway Hobbs, NM 88240
E-mail	tspears@hobbsnm.org
Phone	(575) 397-9239

Alternate - Official Representative:	
Name	Jan Fletcher
Title	City Clerk
Signature	
Address	200 E. Broadway Hobbs, NM 88240
E-mail	jfletcher@hobbsnm.org
Phone	(575) 397-9200



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: State Legislative Appropriation; SAP 19-D2473-GF City of Hobbs Water and Sewer System Extension Project; Adjacent to HWY 62/180 and the Lea County Airport
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: August 20, 2019
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

A State of New Mexico 2019 Legislative Special Appropriation in the amount of \$750,000.00 has been awarded for the City of Hobbs Water and Sewer System Extension Project. This grant is for planning, design, and construction to extend water and sewer systems adjacent to HWY 62/180 and the Lea County Airport. This project will encourage future growth by allowing current and future occupants to connect into City water and sewer services and providing the City with a source of additional revenue.

A Resolution of the Hobbs' City Commission authorizing the Mayor to execute the grant agreement and the designation of official representatives who will be the point of contact and authorized signatory for filing reimbursement requests and documentation is required by the New Mexico Environmental Department.

Fiscal Impact: \$750,000.00 (Revenue)

Reviewed By: 

Finance Department

Following the execution of the grant agreement, the City of Hobbs will be eligible to submit for reimbursement of actual costs for planning, design, and construction up to the appropriation amount of \$750,000.00.

The reversion date for this appropriation is June 30, 2023.

Attachments:

- Grant Agreement - SAP 19-D2473-GF; State of New Mexico, Department of Environment
- A Resolution authorizing the Mayor to execute Grant Agreement, SAP 19-D2473-GF, and designating the Finance Director and City Clerk as official representatives authorized to sign official grant documents.

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Approve the Resolution authorizing the Mayor to execute the Grant Agreement, SAP 19-D2473-GF, in the amount of \$750,000.00 for the City of Hobbs Water and Sewer System Extension Project and designating the City of Hobbs Finance Director and City Clerk as official signatory representatives for this agreement.

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. 6848

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE WITH THE
STATE OF NEW MEXICO DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
HOBBS WATER AND SEWER SYSTEM EXTENSION SAP 19-D2473-GF

WHEREAS, the State of New Mexico 2019 Legislative special appropriation in the amount of \$750,000.00 has been awarded for the City of Hobbs Water and Sewer System Extension; and

WHEREAS, this grant is for planning, design, and construction to extend water and sewer systems adjacent to HWY 62/180 and the Lea County Airport; and

WHEREAS, this project will encourage future growth by allowing current and future occupants to connect into City water and sewer services and provide the City with a source of additional revenue;

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

1. The Mayor be, and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Environment for the Grant Agreement SAP 19-D2473-GF a copy of which is attached hereto and incorporated herein.

2. The Finance Director and City Clerk are designated as official representatives authorized to sign official grant documents.

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT]
FUND 89200 CAPITAL APPROPRIATION PROJECT
HOBBS WATER AND SEWER SYSTEM EXTENSION
SAP 19-D2473-GF**

THIS AGREEMENT is made and entered into as of this [____] day of [____], 20[____], by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and City of Hobbs hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 26, Paragraph 46, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

**SAP 19-D2473-GF (\$750,000.00) APPROPRIATION REVERSION DATE: June 30, 2023
Laws of 2019 Chapter 277, Section 26, Paragraph 46, Seven Hundred Fifty Thousand Dollars
(\$750,000.00):**

to plan, design, construct and extend water and sewer systems to a newly annexed area of Hobbs and the Lea county airport in Hobbs in Lea county

The Grantee's total reimbursements shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third-Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department
Name: Paulette Ortiz
Title: Project Administrator
Address: Construction Program Bureau
NMED, Harold Runnels Building
1190 St. Francis Drive S-2072
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us
Telephone: 505-827-0548

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2023 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a Third-Party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex,

sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,

selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Hobbs may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Hobbs's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Hobbs or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Hobbs or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform

Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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Authorization Page

HOBBS WATER AND SEWER SYSTEM EXTENSION SAP 19-D2473-GF

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Hobbs

Entity Name

By: **Sam D. Cobb**

(Type or Print Name)

Its: **Mayor**

(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

Authorization Page

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Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information		II. Payment Computation	
A. Grantee: City of Hobbs		A. Payment Request No.	
B. Address:		B. Grant Amount: \$750,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 19-D2473-GF		F. Reversion Amount (if Applicable):	
E. Project Title: HOBBS WATER AND SEWER SYSTEM EXTENSION		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2023		H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input checked="" type="checkbox"/> STB (attach wire if first draw)	
		I. <input type="checkbox"/> Final Request for Payment (if Applicable)	
III. Fiscal Year:			
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>			
IV. <input type="checkbox"/>		Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.	
V. <input type="checkbox"/>		Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.	
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code	Fund Code 89200		
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: _Sara Rhoton

FROM: Grantee: City of Hobbs

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 19-D2473-GF

Grant Termination Date: June 30, 2023

As the designated representative of the Department for Grant Agreement number SAP 19-D2473-GF entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMED ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

Name of Grantee: City of Hobbs
Project Number: SAP 19-D2473-GF

This project is to plan, design, construct and extend water and sewer systems to a newly annexed area of Hobbs and the Lea County Airport.

X

Sam D. Cobb, Mayor
Official Representative/Date

X

NMED Project Manager Approval/Date

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval prior to executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval before the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review **prior to** advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval **prior to** awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval **prior to** implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

CLOSEOUT

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C

NMED Contact Information Sheet

Project Number SAP 19-D2473-GF

Grantee City of Hobbs

Project Manager: Sara Rhoton
Project Manager Address: 121 Tijeras Ave NE, Ste 1000
Albuquerque, NM 87102
Phone: 505-222-9568
Email: sara.rhoton@state.nm.us

Project Administration: Paulette Ortiz
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-827-0548
Email: paulette.ortiz@state.nm.us

For General Assistance, please call 505-827-2806 and ask for "Special Appropriations" or email:

NMENV-cpbsap@state.nm.us

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

**NMED ATTACHMENT D DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY	C. DISBURSEMENT REQUEST NUMBER
B. PROJECT NUMBER	D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.	Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.
--	--

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official	Typed or Printed Name:	Phone:	Date:
X			

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 19-D2473-GF
Grantee City of Hobbs
Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

NMED Attachment F
SAMPLE Resolution Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as SAP Project Number Grant Agreement.

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Name, Mayor / Chair / Director, is authorized to sign the agreement for this project, and

Signatory Name and Signatory Title, or his/her successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor/ Chair, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

Notary Name, Notary Title

(Signature)

Date

**NMED Attachment G
SAP Signature Page**

Project Name:	HOBBS WATER AND SEWER SYSTEM EXTENSION
Project Number:	SAP 19-D2473-GF
Official Representative:	
Name	Toby Spears
Title	Finance Director
Signature	
Address	200 E. Broadway Hobbs, NM 88240
E-mail	tspears@hobbsnm.org
Phone	(575) 397-9239

Alternate - Official Representative:	
Name	Jan Fletcher
Title	City Clerk
Signature	
Address	200 E. Broadway Hobbs, NM 88240
E-mail	jfletcher@hobbsnm.org
Phone	(575) 397-9200



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 3, 2019

SUBJECT: State Appropriation Reauthorization; SAP 19-D2474-GF City of Hobbs
Aerobic Digester Facility Replacement Project
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: August 14, 2019
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

A State of New Mexico 2019 Legislative special appropriation in the amount of \$750,000.00 has been awarded for the City of Hobbs Wastewater Treatment Facility Aerobic Digester Replacement Project. This grant is for construction, purchase, and installation of pumping equipment for the new aerobic digester basins that are currently under construction. This project is also funded through a CWSRF #064 Loan and Local Utilities Enterprise Funds. This project is addressing deficiencies with the current facility by constructing and equipping new, larger aerobic digester basins that will allow for greater operational reliability and additional treatment capacity that will accommodate community growth into the future.

A Resolution of the Hobbs' City Commission authorizing the Mayor to execute the grant agreement and the designation of official representatives who will be the point of contact and authorized signatory for filing reimbursement requests and documentation is required by the New Mexico Environmental Department.

Fiscal Impact: \$750,000.00 (Revenue)

Reviewed By: _____


Finance Department

Following the execution of the grant agreement, the City of Hobbs will be eligible to submit for reimbursement of actual costs for construction and the purchase/installation of equipment up to the appropriation amount of \$750,000.00.

The reversion date for this appropriation is June 30, 2023.

Attachments:

- Grant Agreement - SAP 19-D2474-GF; State of New Mexico, Department of Environment
- A Resolution authorizing the Mayor to execute Grant Agreement, SAP 19-D2474-GF, and designating the Finance Director and City Clerk as official representatives authorized to sign official grant documents.

Legal Review:

Approved As To Form: _____


City Attorney

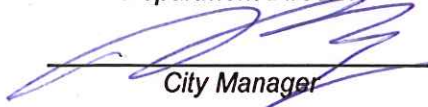
Recommendation:

Approve the Resolution authorizing the Mayor to execute the Grant Agreement, SAP 19-D2474-GF, in the amount of \$750,000.00 for the City of Hobbs Aerobic Digester Replacement Project and designating the City of Hobbs Finance Director and City Clerk as official signatory representatives for this 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. _____

CITY OF HOBBS

RESOLUTION NO. 6849

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE WITH THE
STATE OF NEW MEXICO DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
HOBBS WWRF AEROBIC DIGESTER FACILITY CONSTRUCT SAP 19-D2474-GF

WHEREAS, the State of New Mexico 2019 Legislative special appropriation in the amount of \$750,000.00 has been awarded for the City of Hobbs Wastewater Treatment Facility Aerobic Digester Replacement Project; and

WHEREAS, this grant is for construction, purchase, and installation of pumping equipment for the new aerobic digester basins that are currently under construction; and

WHEREAS, this project is addressing deficiencies with the current facility by constructing and equipping new, larger aerobic digester basins that will allow for greater operational reliability and additional treatment capacity that will accommodate community growth into the future;

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

1. The Mayor be, and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Environment for the Grant Agreement SAP 19-D2474-GF a copy of which is attached hereto and incorporated herein.

2. The Finance Director and City Clerk are designated as official representatives authorized to sign official grant documents.

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT]
FUND 89200 CAPITAL APPROPRIATION PROJECT
HOBBS WWRF AEROBIC DIGESTER FCLTY CONSTRUCT
SAP 19-D2474-GF**

THIS AGREEMENT is made and entered into as of this [] day of [], 20[], by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and City of Hobbs hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 26, Paragraph 47, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

**SAP 19-D2474-GF (\$750,000.00) APPROPRIATION REVERSION DATE: June 30, 2023
Laws of 2019 Chapter 277, Section 26, Paragraph 47, Seven Hundred Fifty Thousand Dollars (\$750,000.00):**

to plan, design and construct an aerobic digester facility at the wastewater reclamation facility in Hobbs in Lea County

The Grantee's total reimbursements shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with Third-Party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third-Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third-Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department
Name: Paulette Ortiz
Title: Project Administrator
Address: Construction Program Bureau
NMED, Harold Runnels Building
1190 St. Francis Drive S-2072
Santa Fe, NM 87502

Email: paulette.ortiz@state.nm.us
Telephone: 505-827-0548

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2023 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a Third-Party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization; reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department’s sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third-Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex,

sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid,

selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Hobbs may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Hobbs's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Hobbs or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Hobbs or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform

Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page

HOBBS WWRF AEROBIC DIGESTER FCLTY CONSTRUCT SAP 19-D2474-GF

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution
by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Hobbs

Entity Name

By: **Sam D. Cobb**

(Type or Print Name)

Its: **Mayor**

(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

Authorization Page

HOBBS WWRF AEROBIC DIGESTER FCLTY CONSTRUCT SAP 19-D2474-GF

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GRANTEE

Signature of Official with Authority to Bind Grantee

City of Hobbs

Entity Name

By: **Sam D. Cobb**

(Type or Print Name)

Its: **Mayor**

(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information		II. Payment Computation	
A. Grantee: City of Hobbs		A. Payment Request No.	
B. Address:		B. Grant Amount: \$750,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 19-D2474-GF		F. Reversion Amount (if Applicable):	
E. Project Title: HOBBS WWRF AEROBIC DIGESTER FCLTY CONSTRUCT		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2023		H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input checked="" type="checkbox"/> STB (attach wire if first draw)	
		I. <input type="checkbox"/> Final Request for Payment (if Applicable)	
III. Fiscal Year:			
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>			
IV. <input type="checkbox"/>	Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.		
V. <input type="checkbox"/>	Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.		
Grantee Fiscal Officer or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code	Fund Code 89200		
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: _Sara Rhoton

FROM: Grantee: City of Hobbs

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 19-D2474-GF

Grant Termination Date: June 30, 2023

As the designated representative of the Department for Grant Agreement number SAP 19-D2474-GF entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third-Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMED ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

Name of Grantee: City of Hobbs
Project Number: SAP 19-D2474-GF

Project Consists of the construction of new aerobic digester basins and associated equipment at the Hobbs Wastewater Reclamation Facility (WWRF). Construction of the new basins will address deficiencies of the existing system and allow for additional growth within the community of Hobbs within Lea County.

X

Sam D. Cobb, Mayor
Official Representative/Date

X

NMED Project Manager Approval/Date

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

CLOSEOUT

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED **prior to** the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C

NMED Contact Information Sheet

Project Number SAP 19-D2474-GF

Grantee City of Hobbs

Project Manager: Sara Rhoton
Project Manager Address: 121 Tijeras Ave NE, Ste 1000
Albuquerque, NM 87102
Phone: 505-222-9568
Email: sara.rhoton@state.nm.us

Project Administration: Paulette Ortiz
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-827-0548
Email: paulette.ortiz@state.nm.us

For General Assistance, please call 505-827-2806 and ask for "Special Appropriations" or email:

NMENV-cpbsap@state.nm.us

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

**NMED ATTACHMENT D DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY

C. DISBURSEMENT REQUEST NUMBER

B. PROJECT NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official:	Typed or Printed Name:	Phone:	Date:
X			

NMED Attachment E

New Mexico Environment Department (NMED)

Capital Appropriations Certification Document

Article IX. A. (ii) and (iii)

Project SAP 19-D2474-GF

Grantee City of Hobbs

Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

NMED Attachment F
SAMPLE Resolution Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as SAP Project Number Grant Agreement.

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Name, Mayor / Chair / Director, is authorized to sign the agreement for this project, and

Signatory Name and Signatory Title, or his/her successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a single point of contact concerning all matters related to the grant agreement.

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor/ Chair, Community / Utility

(Signature)

Date

(SEAL)

ATTEST:

Notary Name, Notary Title

(Signature)

Date

**NMED Attachment G
SAP Signature Page**

Project Name:	HOBBS WWRF AEROBIC DIGESTER FCLTY CONSTRUCT
Project Number:	SAP 19-D2474-GF
Official Representative:	
Name	Toby Spears
Title	Finance Director
Signature	
Address	200 E. Broadway Hobbs, NM 88240
E-mail	tspears@hobbsnm.org
Phone	(575) 397-9239

Alternate - Official Representative:	
Name	Jan Fletcher
Title	City Clerk
Signature	
Address	200 E. Broadway Hobbs, NM 88240
E-mail	jfletcher@hobbsnm.org
Phone	(575) 397-9200