

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Larron B. Fields

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

October 5, 2020



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

Monday, October 5, 2020 – 6:00 p.m.

Regular Meetings have resumed in the Hobbs City Commission Chamber. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on October 5, 2020, addressed via email to the City Clerk at ifletcher@hobbsnm.org or faxed to (575) 397-9334.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner – District 1

Joseph D. Calderon
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

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 September 21, 2020, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming October 5, 2020, as “*Pray Hobbs Day*”
3. Proclamation Proclaiming the Week of October 4 – 10, 2020, as “*Fire Prevention Week – Serve Up Fire Safety in the Kitchen*” (*Shawn Williams, Fire Marshal*)

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.*)

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment may also be submitted in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax at (575) 397-9334 no later than 4:30 p.m. on October 5, 2020.

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.*)

4. Resolution No. 6974 – Authorizing the Mayor to Approve a Grant Application with the New Mexico Department of Health EMS Fund Act Local System Improvement Project for FY 2022 for the Purchase of Four (4) SMART STAT Patient Simulators (*Barry Young, Deputy Fire Chief*)
5. Consideration of Approval of a CES Contract with Souder, Miller & Associates for Aquatics Operations and Maintenance Services at the CORE in the Amount of \$32,043.75 (*Doug McDaniel, Recreation Director*)

DISCUSSION

6. 2020 General Obligation Bond C for Higher Education (*Dr. Kelvin Sharp, NMJC President*)
7. Proposed Turf Practice Field Policies (*Doug McDaniel, Recreation Director*)

ACTION ITEMS (*Ordinances, Resolutions, Public Hearings*)

8. Resolution No. 6975 – Authorizing Grant Funding for Certain Small Businesses Pursuant to the CARES Act Relief Funds Small Business Continuity Grants (*Toby Spears, Finance Director*)

9. PUBLIC HEARING: Resolution No. 6976 – Regarding the Restaurant Liquor License Application of Las Comadres, LLC, d/b/a El Jimador Restaurant, 110 North Marland, for the Sale of Beer and Wine (*Efren Cortez, City Attorney*)
10. FINAL ADOPTION: Ordinance No. 1126 – Consenting to the North Grimes Tract 2-A Annexation (Located Northeast of the Intersection of Millen and North Grimes) (*Kevin Robinson, Planning Department*)
11. PUBLICATION: Proposed Ordinance Approving a Real Estate Purchase Agreement to Sell and Convey Real Property Located at 3425 North Northwest to Troy Hudson and Melissa Hudson for the Purchase Price of \$155,000.00 (*Kevin Robinson, Planning Department*)
12. Resolution No. 6977 – Authorizing a Memorandum of Agreement with the New Mexico Department of Transportation for Public Transportation Services for Federal FY 20-21 (*Jan Fletcher, City Clerk*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

13. Next Meeting Date:
 - City Commission Regular Meeting
Monday, October 19, 2020, at 6:00 p.m.

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) 397-9208 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: October 5, 2020

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 29, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of September 21, 2020

Fiscal Impact:

N/A

Reviewed By: _____
Finance Department

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, September 21, 2020, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

Mayor Cobb called the virtual meeting to order at 6:00 p.m. and welcomed everyone to the first hybrid Commission Meeting. Ms. Jan Fletcher, City Clerk, called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman (*Telephonically*)
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

The following staff members were also in attendance:

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Toby Spears, Finance Director
John Ortolano, Police Chief
Tim Woomer, Utilities Director
Meghan Mooney, Communications Director
Ron Roberts, Information Technology Director
Shelia Baker, General Services Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
2 Citizens

Mayor Cobb explained the guidelines issued by the New Mexico Attorney General's Office, Open Government Division (OGD), regarding the virtual public body meeting through video conferencing. He stated the following guidelines must be followed:

- At the start of the meeting, the Mayor should announce the names of those members of the public body participating remotely.
- All members of the public body participating remotely must identify themselves whenever they speak and must be clearly audible to the other members of the public body and to the public.
- Members of the public should be afforded remote access, via livestream.
- Mayor should suspend discussion if the audio or video is interrupted.
- All votes of the public body must be a roll call vote.
- The public body should produce and maintain a recording of the open session of the meeting.

For the record, it is noted that all of these guidelines were strictly followed during the entire City Commission meeting. Mayor Cobb requested that Commissioner Newman identify himself when speaking telephonically.

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Tuesday, September 8, 2020, be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried.

Acting City Manager/Fire Chief Manny Gomez recognized Commissioner Fields and stated this is his first official in-person meeting as a City Commissioner in the Commission Chamber since he was elected to office in March.

Acting City Manager/Fire Chief Gomez thanked the I.T. Department, City Clerk's Office, and General Services Department for setting up the Commission Chamber for their diligence in setting up the in-person/hybrid attendance for the meeting.

Proclamations and Awards of Merit

Recognition of City Employees - Milestone Service Awards for the Month of September, 2020

Acting City Manager/Fire Chief Manny Gomez recognized the following City Employees for their Milestone Service Awards for the Month of September, 2020:

- 5 years – Carrie Valverde, Hobbs Fire Department
- 5 years – Joyce Hester, Hobbs Express
- 5 years – Manuel Martinez, Golf Maintenance
- 5 years – David Torres, Hobbs Police Department
- 5 years – Ronald Cooper, Sports Field
- 5 years – James Littleton, Code Enforcement
- 5 years – Jane Schumacher, Library
- 5 years – Meghan Mooney, City Manager's Office
- 15 years – Sandra Boltshauser, Clerk's Office
- 15 years – Shane Blevins, Hobbs Police Department

Acting City Manager/Fire Chief Gomez stated it was the employee's choice whether or not to be not present due to COVID-19. He thanked the Commission for recognizing the employees and their years of service to the City. He stated these employees represent 70 years of service to the City of Hobbs. He pointed out that eight of the employees are achieving their five-year milestone award tonight and these are the employees that grow to be long-term employees later. Acting City Manager/Fire Chief Gomez expressed heartfelt thanks and appreciation to all of the employees and their families.

Public Comments

The public was given the opportunity to attend personally, submit public comments prior to the meeting in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax to (575) 397-9334 by 4:30 p.m., on September 21, 2020. There were no public comments submitted.

Consent Agenda

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

Resolution No. 6971 – Authorizing the Approval and Acceptance of the Fire Prevention & Safety (FP&S) Grant Funding from the Department of Homeland Security and the Federal Emergency Management Agency for Funding in the Amount of \$46,985.71 to the Hobbs Fire Department for Smoke Detectors

Authorizing and Approving the Purchase of Signal Equipment from Gades Sales Co., Inc., in the Amount of \$93,893.00 for the Dal Paso and Sanger Signal Replacement Utility State Price Agreement No. 00-80500-20-16819

Resolution No. 6972 – Approving the FY 2020 Capital Asset Inventory

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

Discussion

Census Deadline and Update

Ms. Meghan Mooney, Communications Director, presented a PowerPoint presentation to update the Commission on the 2020 Census. She thanked the Commission for their support and encouragement during the Census campaign. Ms. Mooney reviewed the process of the Census Complete Count Committee (CCC) and stated the Committee utilized local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts. She stated the Lea County

Committee is made up of over 30 community leaders. Ms. Mooney stated the CCC held a virtual concert series showcasing some of the local area talent and gift certificates were given away to people who completed their 2020 Census during the concerts. She further stated the CCC distributed some promotional items during events held for the 2020 Census. Ms. Mooney presented the Response Outreach Area Map and stated the area surrounding City Hall has the lowest count in Hobbs. She reviewed the time frame for the 2020 Census and stated the deadline is fast approaching on September 30, 2020. She encouraged everyone to go to www.2020census.gov to complete their 2020 Census forms and proudly stated "Let's Make Hobbs Count!!"

Commissioner Gerth complimented Ms. Mooney for being a model and leading the State of New Mexico in the process of the 2020 Census. Ms. Mooney stated Lea County has a large committee and they are the ones that really set the path of collecting data for the 2020 Census.

In response to Commissioner Calderon's questions, Ms. Mooney provided the current percentage of data collected is as follows:

- USA 66.1%
- State of New Mexico 57.3%
- Lea County 53.5%
- Hobbs 56.6%

Ms. Mooney clarified that a Census worker who comes to your home to fill out the 2020 Census forms will not ask for social security numbers, credit card information or solicit donations.

Ms. Mooney stated the lowest response area surrounds the City Hall area. She also stated citizens can call 1-800-923-8282 to complete their 2020 Census forms over the telephone.

Action Items

Resolution No. 6973 – Authorizing Approval of the Application Process for the CARES Act Relief Funds Small Business Continuity Grants

Mr. Toby Spears, Finance Director, explained the resolution and stated the City of Hobbs was awarded a federal CARES Act Relief Funds Small Business Continuity Grant in the amount of \$658,969. He stated the New Mexico Department of Finance and Administration has oversight on this overall grant and has provided recommended process and procedure guidelines to municipal governments. Mr. Spears stated the City has established an overall application process for small businesses headquartered in Hobbs. He further stated small businesses may qualify and receive up to \$5,000 per application, not to exceed \$20,000 in the aggregate. Mr. Spears stated eligible

reimbursement expenditures are from March 1, 2020 to June 30, 2020, and July 1, 2020 to December 30, 2020.

Mr. Spears summarized the criteria as follows:

- Must be headquartered in Hobbs
- Have been forced to close or severely curtail business operations as a result of closure orders from the State
- Annual Revenue of \$2 million or less prior to the impact of COVID-19
- Business must have a start date prior to March 1, 2019
- 50 or fewer full-time equivalent employees

Mr. Spears stated, if awarded, the grant is reimbursement-based only. He added the grant proceeds must be spent on eligible "business continuity" expenses plus "business redesign" expenses necessary to adopt COVID-19 safe practices.

In response to Commissioner Gerth's question, Ms. Shelia Baker, General Services Director, stated the reimbursable amount is based on actual funds expended and the business will need to provide receipts for expenses. She further stated the City applied for a grant in the amount of \$2.75 million, which the City could justify based on its expenses. Ms. Baker continued to state the total grant monies available for local governments was \$100 million and \$50 million for the Small Business Continuity, half as much as for local governments; therefore, the City applied for half as much money, \$1.375 million, for small businesses. Ms. Baker stated the City estimated there were approximately 100 businesses that would meet the criteria for the grant and if split evenly, there would be approximately \$13,750 dollars for each business. She further stated the City did not know how the State was going to award the funds at the time of the application. Ms. Baker stated based on the City's calculations, the State awarded a percentage of the funds, for example, if a municipality requested 13% of the total amount of funds requested, they received 13% of the total funds.

In response to Commissioner Mills' inquiry, Mr. Spears stated City staff is working with both of the Chambers of Commerce in Hobbs who will assist businesses with the application process for the Small Business Continuity Grants.

In response to Commissioner Penick's inquiry, Ms. Baker stated municipalities received more grant funding than the small businesses.

Acting City Manager/Fire Chief Gomez stated the grants for the municipalities and small businesses cannot not be measured as they are not apples to apples on the distribution of monies. He further stated actual receipts will have to be submitted to justify expenditures.

There being no further comment or discussion, Commissioner Calderón moved that Resolution No. 6973 be adopted as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Authorizing and Approving the Purchase of 3,000 S30 ¾" Metron Single Jet Water Meters from Water Meters of New Mexico in the Amount of \$541,200.00 Utilizing New Mexico Statewide Price Agreement No. 00-00000-20-00114

Mr. Tim Woomer, Utilities Director, stated the City of Hobbs Utilities Department is requesting the purchase of 3,000 Spectrum Metron Single Jet Water Meters. He explained the purchase of these new meters will replace 3,000 residential Neptune Water Meters that have reached their useful life expectancy of 15+ years. Mr. Woomer stated the meter replacement will be completed in-house by Utilities Department personnel. He further stated this purchase will utilize State Pricing Department (SPD) and the funds for the purchase of the meters are budgeted in the FY20-21 Enterprise Fund Budget.

In reply to Commissioner Mills' question, Mr. Woomer stated the life of a meter is approximately 15 to 20 years. He further stated City staff did a poll three years ago and tested 100 meters which indicated 10% of the meters were reading short.

There being no further discussion, Commissioner Fields moved to approve the purchase of 3,000 S30 ¾" Metron Single Jet Water Meters from Water Meters of New Mexico in the amount of \$541,200.00 utilizing a Statewide Price Agreement. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Authorizing and Approving the Purchase of a 2020 VAC-CON Hot Shot Sewer Jetting Truck from VAC-CON, Inc., in the Amount of \$245,287.00 Utilizing HGAC Contract No. SC01-18

Mr. Woomer stated the City of Hobbs Utilities Department is requesting the purchase of a 2020 VAC-CON HOT SHOT Sewer Jetting Truck. He explained the truck is equipped with a 60 gpm/2,500 psi Pump, Single Engine Hydrostatic Drive, and a 1,000 gallon capacity water tank. Mr. Woomer stated this purchase will cost \$245,287.00 utilizing the HGAC Buy Contract with VAC-CON, Inc., and will replace a 2002 International SRECO High Pressure Jet Rodding Truck that has reached its useful life expectancy. He added this vehicle serves as one of the means of cleaning and maintaining the wastewater collection system in the City of Hobbs. Mr. Woomer stated funds for the truck are approved in the FY 20-21 Enterprise Fund Budget.

In response to Commissioner Mills' questions, Mr. Woomer stated the City currently has two large vacuums, one of which is for potable water and the other is for sewer. He stated the vacuum truck being requested is smaller for alley usage. Mr. Woomer further stated the older vacuum truck, which is 18 years old, is having mechanical problems and will be sold at the next auction.

There being no further discussion, Commissioner Gerth moved to approve the purchase of a 2020 VAC-CON Hot Shot Sewer Jetting Truck from VAC-CON, Inc., in the amount of \$245,287.00 utilizing HGAC Contract SC01-18. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Acting City Manager/Fire Chief Gomez stated approximately six City facilities were closed last Friday for sanitizing purposes due to nine employees testing positive for COVID-19 within a 36-hour period. He stated the City is working to create reactive measures in a pro-active manner. Acting City Manager/Fire Chief Gomez stated the employees are doing as good as can be expected. He thanked Mr. Lorenzo Velasquez, Lea County Environmental Services Director, and Mr. Undra Choice, Warehouse Superintendent, for their assistance in sanitizing the closed City facilities.

Mayor's Cobb stated the Zia Softball Complex has a new transformer and games can now be played at the complex once the Governor adjusts the Public Health Order and approves playing activities. He thanked Mr. Steve Varicek and Representative Larry Scott for assisting the City and Xcel in this long process.

Commissioner Mills stated things have changed drastically since the Commission last met in person for a Commission meeting. He stated he has concerns with the City purchasing large monetary items, such as meters, etc., when people have lost their jobs. Commissioner Mills stated City funds do not belong to the City of Hobbs but to the people and taxpayers. He stated the funds are entrusted to the City and we need to spend them wisely.

Commissioner Calderón stated the Hobbs Municipal Schools held a recent school board meeting and parents, students and teachers voiced issues with the online education system being used due to the current COVID-19 situation. He stated everyone needs to wear a mask and do their part in order to prevent spreading COVID-19 so that the students can go return to the school buildings.

Commissioner Penick thanked all of the City employees for their years of service contributed to the City of Hobbs.

Commissioner Penick stated the City of Hobbs will be hosting a District 5 Clean-up on Saturday, September 26, 2020, which will begin at McAllister's parking lot at 8:00 a.m. He thanked Ms. Tanya Sanchez, Tourism Development Coordinator, for her work in the grant for the clean-up and creating a flyer which reads "Let's ALL Win... Toss it in the Bin!"

Mayor Cobb announced that Mr. Dan Springer, CEO for Lea Regional Hospital Group, has joined the Covenant Health System and will remain as the CEO for the Covenant Hospital. He stated this is very good news for the community.

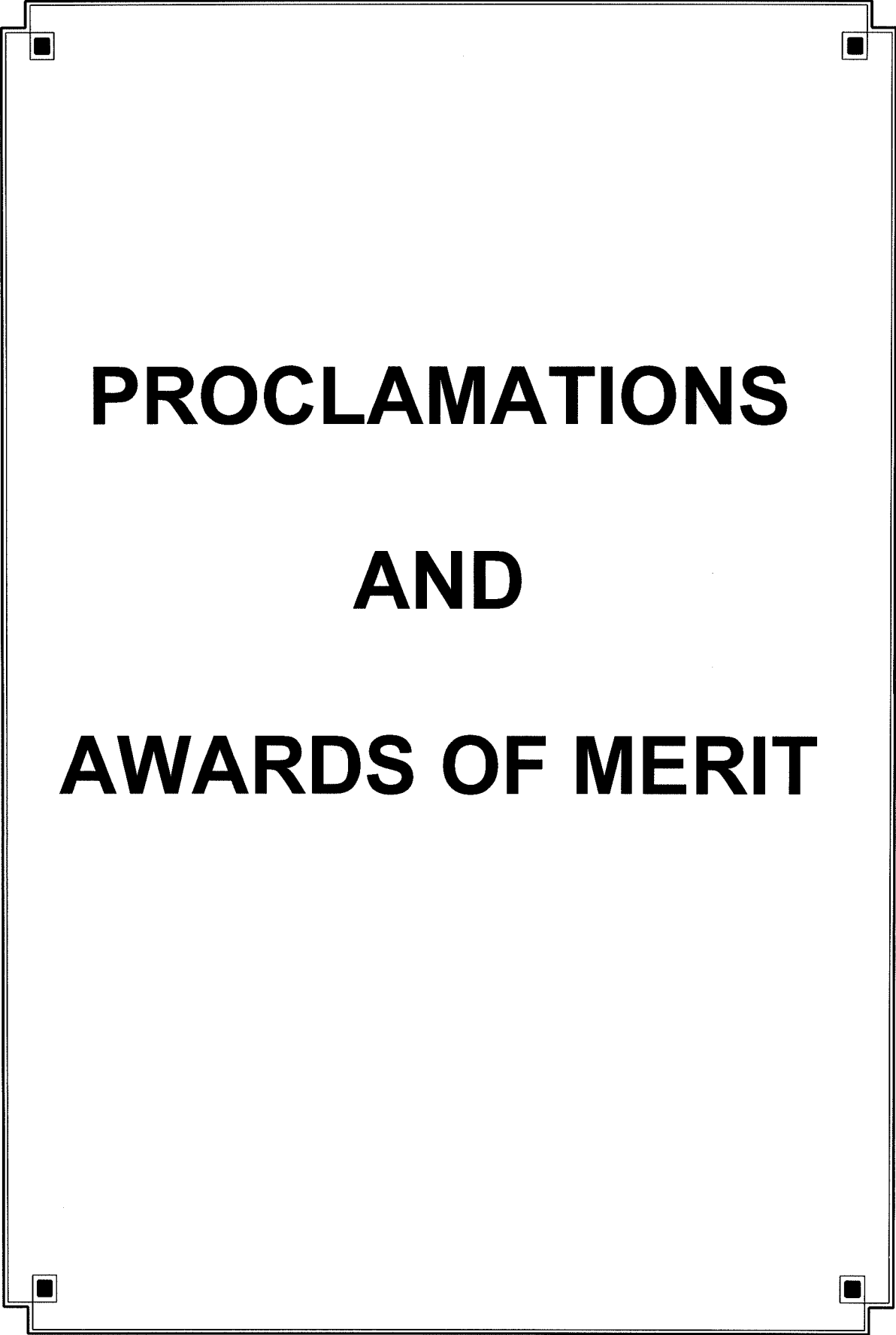
Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:30 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

AWARDS OF MERIT

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, on December 31, 2019, several cases of pneumonia with an unknown cause were detected in Wuhan City, Hubei Province, China, and reported to the World Health Organization. The underlying virus giving rise to those reported instances of respiratory illness was later identified as a novel coronavirus disease which has been referred to as "COVID-19"; and

WHEREAS, on or about March 11, 2020, the first case of COVID-19 was confirmed in New Mexico; and

WHEREAS, on or about March 23, 2020, the first case of COVID-19 was confirmed in Hobbs, New Mexico; and

WHEREAS, COVID-19 has caused illness and/or loss of life to over 1,000 residents of Lea County; and

WHEREAS, COVID-19 has had a catastrophic impact on our local economy and has caused some businesses to close and others to realize months of economic uncertainty; and

WHEREAS, COVID-19 has resulted in the loss of jobs for many hard-working people in Hobbs, New Mexico and has put unimagineable strain on many local households; and

WHEREAS, COVID-19 has caused the unprecedented interruption of the education of our local youth; and

WHEREAS, COVID-19 has caused a division in our community and our nation, often along political lines, a division that stifles growth, prosperity, and peace; and

WHEREAS, throughout the history of Hobbs, New Mexico, and our nation, people have turned to God in prayer to bring healing and deliverance where human efforts have failed; and

WHEREAS, October 5th, 2020, shall be designated as "Pray Hobbs Day", a day of prayer for the eradication of COVID-19 from Hobbs, New Mexico; and

WHEREAS, residents of Hobbs are encouraged to pray in place, wherever they are, at the noon hour on October 5th, 2020; and

WHEREAS, houses of faith are encouraged to ask their people to pray, wherever they are, at noon on October 5th, 2020; and

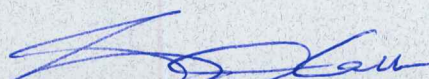
WHEREAS, all people, irrespective of faith or denomination, are encouraged to unite in prayer, to pray for the eradication of COVID-19 and the healing of Hobbs, New Mexico; and

WHEREAS, let us also rededicate ourselves to bringing healing to the sick, comfort to the broken hearted, help to the needy, wisdom to our children, hope to the hopeless, and unity to Hobbs, New Mexico.

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim October 5th, 2020, as

"PRAY HOBBS DAY"

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of October, 2020, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, The City of Hobbs Fire Department is committed to ensuring the safety and security of all those living in and visiting the City of Hobbs; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, residents of the City of Hobbs should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fire in half; and

WHEREAS, firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

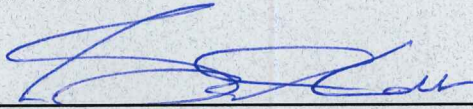
WHEREAS, residents of the City of Hobbs are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes.

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, do hereby proclaim the week of October 4-10, 2020, to be

“FIRE PREVENTION WEEK”

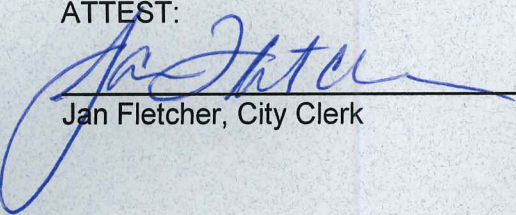
with the theme, “**Serve Up Fire Safety in the Kitchen**”, I urge all citizens of Hobbs, NM to check their kitchens for fire hazards, utilize safe cooking practices, and to support the many public safety activities and efforts of the City of Hobbs Fire Department during Fire Prevention Week 2020.

IN WITNESS, WHEREOF, I have hereunto set my hand this 5th day of October, 2020, 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: October 5, 2020

SUBJECT: FY2022 NM EMS Local System Improvement Project Grant

DEPT. OF ORIGIN: Fire

DATE SUBMITTED: September 28, 2020

SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary: The City of Hobbs Fire Department is eligible to participate in the FY2022 NM EMS Local System Improvement Project Grant. The projects for this grant must contribute to the enhancement and/or integration of the local EMS system.

The Hobbs Fire Department wishes to utilize this grant for the purchase of four (4) SMART STAT patient simulators. These simulators will be used for advanced life support training within the department. The simulators support skills such as, advanced airway management, EKG interpretation, heart and lung sounds, needle decompression and tube thoracostomy, and capnography and oximetry training.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The total cost for this project is \$44,900.00. This is a 100% percent grant, with no matching funds necessary from the City. Therefore, there is no fiscal impact to the City of Hobbs.

Attachments:

- 1. Resolution
2. Grant Application

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Approval of the resolution to submit the FY2022 NM EMS Local Systems Improvement Project Grant for the purchase of four SMART STAT patient simulators.

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. 6974

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE
A GRANT APPLICATION WITH THE
NEW MEXICO DEPARTMENT OF HEALTH EMS FUND ACT
LOCAL SYSTEM IMPROVEMENT PROJECT FOR FISCAL YEAR 2022

WHEREAS, the Hobbs Fire Department is eligible to participate in the FY22 New Mexico Department of Health EMS Fund Act Local System Improvement Project; and

WHEREAS, the projects for this grant must contribute to the enhancement and/or integration of the local EMS system; and

WHEREAS, these funds will be utilized for the purchase of four (4) SMART STAT patient simulators, which will be utilized for advanced life support training within the department;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs a Grant Application with the New Mexico Department of Health EMS Fund Act Local System Improvement Project for FY22.

PASSED, APPROVED AND ADOPTED this 5th day of October, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**EMS FUND ACT
LOCAL SYSTEM IMPROVEMENT PROJECT
APPLICATION
FOR FISCAL YEAR 2022**



Due Date: November 20, 2020

Applications must be typed – handwritten and/or incomplete applications will be rejected

FOR BUREAU USE ONLY (do not write in this area)		
Date Received	Region	Reviewer

ALL APPLICATIONS MUST BE TYPED

Name of Applicant → <i>(EMS Service/Agency)</i>	City of Hobbs Ambulance Service
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Address →	301 East White Street, Hobbs, NM 88240
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Contact Person →	Michael Prudencio	
(575) 397-9308	(575) 397-9331	mprudencio@hobbsnm.org
Telephone #	Fax #	Email

Fiscal Agent → <i>(County or Municipality)</i>	City of Hobbs
--	---------------

Address →	200 East Broadway Street, Hobbs, NM 88240
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Contact Person →	Toby Spears	
(575) 397-9235	(575) 397-9257	tspears@hobbsnm.org
Telephone #	Fax #	Email

Name(s) of other EMS Service(s) and/or communities involved in this project:	N/A
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A. Detailed Analysis of Problem/Need:

Using only the space below, describe the proposed Local EMS System Improvement Project. Include a detailed analysis of the need and a narrative showing how this project will contribute to and/or improve the **Local EMS System. (Do not attach additional sheets)**

The Hobbs Fire Department is experiencing an increase in EMS calls with a greater variety as to the nature of complaints. To meet the growing demand of education for new licensee's, and to assist in maintaining the skill-set of currently licensed technicians, advanced training aids are greatly needed. Currently, the Hobbs Fire Department must utilize training aids including outdated intubation mannequins, standalone intravenous arms, and separate CPR mannequins. With no access to training aids for intraosseous initiation, thoracic needle decompression, or subcutaneous/intramuscular injection, these skills are maintained only by the availability of on-line training with no psychomotor aspect prior to in-the-field attempts. With the economic down-turn, and as a direct effect of the Coronavirus pandemic, all major purchases are highly scrutinized. No funds are currently available for the purchase of advanced medical training aids.

B. Service Area Description:

Using only the space below, describe the **existing EMS System** for which the Local EMS System Improvement Project is being requested. Information should include a service area description, organization of the system and which services are involved (responding units, rescues, ambulances, hospital, etc). *(Do not attach additional sheets)*

Hobbs is in Lea County, located in the Southeast corner of New Mexico. The Hobbs Fire Department is budgeted for seventy-seven (77) personnel, with a fire district spanning one hundred and seventy (170) square miles. HFD also serves an EMS/Rescue district of greater than one thousand two hundred (1,200) square miles. The current population is estimated at approximately fifty thousand (50,000) citizens, which is covered by four (4) stations staffed with three (3) separate forty-eight (48) hour shifts. In 2017, HFD responded to eight-thousand six-hundred and twenty-three (8623) calls for service; One-thousand six-hundred and fourteen (1614) Fire/Rescue, and seven-thousand and nine (7009) EMS. The fleet includes seven (7) ambulances, four (4) engines, four (4) grass rigs, two (2) ladder trucks, one (1) rescue truck, one (1) HAZMAT truck and trailer, and one (1) water tender. All stations are equipped to provide structural and wildland fire suppression, as well as EMS coverage at the ALS level. Special services include regional HAZMAT response, Airport Rescue Firefighting, and SWAT medics. Hobbs has one (1) area hospital (Lea Regional Medical Center) for EMS transport.

C. Project Impact:

Using only the space below, describe the impact on the **Local EMS System if the project is approved, and the impact if not approved. (Do not attach additional sheets)**

The goal of this project is to increase the effectiveness of all technicians employed by HFD. The "Simulaids SMART STAT Basic" mannequin allows for more in-depth ALS training with the integration of computer-based scenarios and a greater range of "hands-on" skills acceptance. This device can be used to train advanced airway management, assessment of lung sounds and heart tones, EKG interpretation, bilateral chest decompression, and assessment of commonly used pulse points. This device also provides feedback with the use of printable session reports and scenarios. Use of this device will allow HFD to offer training to other agencies located in Lea County, as well as training programs offered at New Mexico Junior College. This could greatly increase the efficiency and knowledge of all EMS personnel in the region. If rejected, HFD must utilize the above mentioned training devices to attempt maintenance of skills and further education of all employees.

D. Cost of Project:

Item Description	Quantity	Unit Cost	Total Cost
Simulaid's SMART STAT Basic with iPad	4.00	\$ 11,225.00	\$ 44,900.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
PROJECT COST SUBTOTAL:			\$ 44,900.00
Matching contribution provided by recipient/applicant (Not Required)			
- Financial Contribution total			\$ 0.00
- Financial Contribution Source(s)		N/A	
In kind contribution description			Value
N/A			\$ 0.00
Total matching contribution			\$ 0.00
Total amount requested from Fund Act			\$ 44,900.00

*1. Applicant must provide an itemized report of monetary contributions to include amount, source and any special considerations.
 *2. Applicant must provide quotes of items that are being purchased for this project. Please attach to application.

E. Letters of Collaboration/Support:

Letters of support from other services, entities, and stakeholders greatly strengthen the application. Each service's, entities, or stakeholder's support should be expressed in **3 or more separate** letters. **NO DUPLICATES. LETTERS WILL NOT BE ACCEPTED ONCE APPLICATION IS SUBMITTED**

F. Accountability of Previously Funded special project:

Has this service been awarded special funding (i.e., Trauma Systems, Vehicle, Local or Statewide) within the last 5 years? Please describe the status/outcome of the funded project/vehicle. **Failure to accurately disclose this information will disqualify the application.**

FY of Award	Amount	Name of Project/Description	Status
2015	\$ 12,730.80	Local Systems Improvement: Stryker XPS	Complete

G. Service Information

Call Volume		Service Capability	
Federal Fiscal Year	# of Calls	Level	Service Number
Oct. 1, 20 <u>19</u> – Present	6774	<input type="checkbox"/> Medical Rescue	
Oct. 1, 20 <u>18</u> as – Sept. 30, 20 <u>19</u>	7890	<input type="checkbox"/> BLS	
Oct. 1, 20 <u>17</u> as – Sept. 30, 20 <u>18</u>	7722	<input type="checkbox"/> ILS	
Oct. 1, 20 <u>16</u> as – Sept. 30, 20 <u>17</u>	5,029	<input checked="" type="checkbox"/> ALS	314331
Financial Information		<input type="checkbox"/> Other (_____)	
		Service Type	
Total Operating Budget	\$ 11,669,961.12	<input checked="" type="checkbox"/> Municipal	<input type="checkbox"/> County <input type="checkbox"/> Private
Does your service bill for services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do you provide transport? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Annual revenue collected	\$ 1,759,595.45	Has your service budgeted for the maintenance/recurring expenses for this project? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
FY <u>2020</u> Budget: \$ <u>11,502,43</u>	FY <u>2019</u> Budget: \$ <u>10,416,05</u>	FY <u>2018</u> Budget: \$ <u>10,286,82</u>	

H. Project Information

1. Have you **secured** any additional funding for this project? Yes No

If "Yes", please list source and amount:

2. Have you **applied** for any additional funding for this project? Yes No

If "Yes", please list source and amount:

3. Is this project listed on your community/organizations ICIP? Yes No N/A

If "Yes", please list project year and ranking:

4. Can this project be phased? Yes No

5. Will phasing the project allow for each phase to allow for an independently functional component? Yes No

6. Will this project lower operational costs? Yes No

If "Yes", please explain:

7. If the project is for equipment, how long will it be in service before replacement will be required? >8 years

8. If the project is for training, please describe the strategy you will utilize to recruit attendees.

N/A

9. If the project is for training, please describe the strategy you will utilize to retain participants with your service.

N/A

ASSURANCES

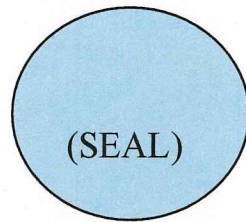
The following are required assurances associated with your EMS Local System Improvement Project for Fiscal Year 2022.

- I certify that funds received through this distribution will be used only for the purposes and under the condition expressed in the application or its approved amendment(s);
- I certify that we will provide the support and involvement either cash and/or in-kind contributions as described in this application;
- I certify that we and the local recipient(s), understand and agree to comply with all applicable requirements of the New Mexico Department of Health; and
- I certify that the information contained in this application is true and correct to the best of my knowledge.

<u>Chief / Director of Local EMS Service</u>	
NAME: _____ (Print / Type Name)	TITLE: _____
SIGNATURE: _____	DATE: _____

The above was sworn and subscribed to before me this ____ of _____, 20__
(Day) (Month)

Notary Public

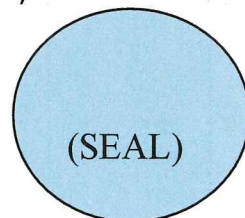


My commission expires: _____

<u>Mayor / Chairman County Commission</u>	
NAME: _____ (Print / Type Name)	TITLE: _____
SIGNATURE: _____	DATE: _____

The above was sworn and subscribed to before me this ____ of _____, 20__
(Day) (Month)

Notary Public



My commission expires: _____

Regional Office and Service Checklist

		Region Initial	Service Initial
1.	All signatures on proper signature lines	_____	_____
2.	All quotes attached if applicable	_____	_____
3.	All Letters of Support	_____	_____
4.	All notary signatures in proper place	_____	_____
5.	All detailed contributions listings	_____	_____
6.	All benefiting services or counties listed	_____	_____
7.	Letter and approval of extension if needed	_____	_____
8.	Fiscal Agent's correct mailing address	_____	_____
9.	Recipient's correct mailing address	_____	_____
10.	Original and 2 Copies-No special binding.	_____	_____

Regional Office Reviewer

NAME: _____
(Print / Type Name)

TITLE: _____

SIGNATURE: _____

DATE: _____



LEA REGIONAL
MEDICAL CENTER

5419 North Lovington Highway
P.O. Box 3000
Hobbs, New Mexico 88240
575-492-5000
www.learegional.com

August 31, 2020

New Mexico Department of Health
EMS Bureau
1301 Siler Rd., Bldg. F
Santa Fe, NM 87507

To Whom it may concern:

This letter of support is in response to the Hobbs Fire Department's grant application for simulate manequins for continuing EMS training.

Lea Regional Medical Center fully supports the Hobbs Fire Department in their grant application. The Hobbs Fire Department is a valued organization within Hobbs and all of our surrounding rural Lea County, NM communities. The ongoing need of having quality, update-to-date equipment and training is vital for HFD to continue to provide quality care of all of our Lea County, NM residents.

Thank you for your consideration of the State EMS Fund Act application. Please feel free to contact me at (575) 492-5103, if you have any questions

Sincerely,

Dan Springer
Chief Executive Officer

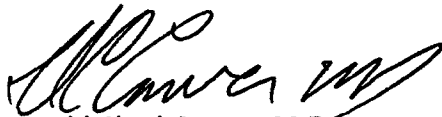
September 01, 2020

Subject: Medical Director Support Statement

To whom it may concern:

I am writing to express my support for the purchase of four **SMART STAT Basic with iPad** patient simulators to be used for advanced life support training at the Hobbs Fire Department. The mannequins will support many skills required of the Hobbs EMS personnel, including, but not limited to: 1) Advanced Airway Management, 2) EKG skills, 3) Heart, Lung and Korotkoff sounds, 4) Chest needle decompression and tube thoracostomy 5) capnography and oximetry training. These will replace as well as upgrade training above older and largely non-functioning mannequins that are currently being used.

I hope we receive a favorable ruling on these very needed EMS medical skill training items. Thank you for your consideration.



Ronald Chad Carver, M.D.

Hobbs EMS Medical Director

PO Box 1233

Lovington, NM 88260

Cell: 575-704-9373

2 Sept 2020

EMS Bureau, New Mexico

To whom it may concern,

This letter is written to show support for the Hobbs Fire Department grant request. If granted, the funds will allow the purchase of new training equipment. The purchase of 4 Smart Stat Basic with iPad patient simulators will be used to replace and upgrade the existing older manikins.

With the integration of more sophisticated training aids, training can be offered to Hobbs Fire Department crews, local volunteers, hospital staff and local air medical crews on a higher level in a more realistic scenario. By honing and sharpening ALS skills, Hobbs and Lea County will, without a doubt, benefit.

Thank you for your consideration,

Respectfully,



Roy Bennett

Regional Business Development Manager

Native Air, an Air Methods Company

2700 42nd St.

Snyder, Texas 79549

Work- 325.575.2198

Cell- 325.207.3235

roy.bennett@airmethods.com



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2020

SUBJECT: APPROVAL OF CES CONTRACT WITH SOUDER, MILLER & ASSOCIATES FOR AQUATICS O & M (OPERATIONS & MAINTENANCE) SERVICES AT THE CORE

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: September 29, 2020
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

Previously, the City of Hobbs has entered into an agreement with Souder, Miller & Associates (SMA) for O & M Services at the CORE to assist with operations and maintenance in the aquatics pump room at the CORE. The expertise provided by SMA and the Level IV Water Operator who has been assisting in these efforts to date has been invaluable. In addition to the O & M assistance which has included the compilation of Operations Manuals, assistance has also been provided with asset management for all of the pumps, piping, and chemical treatment systems in use at the CORE, and assisted staff in keeping the CORE's aquatics facilities up to code and in compliance with New Mexico Environmental Department regulations.

The services in this contract will be provided on an as needed basis with the contract term being for one year or until Maximum Not to Exceed Limit (\$32,043.75, including NMGRT) is reached. The proposed agreement, if approved, could be renewed under the same terms and conditions for one (1) additional year in accordance with CES regulations.

Fiscal Impact:

Reviewed by: 
Finance Department

There are funds available in the CORE's Professional Services budget to fund this contract. (16-4016-42601)

Attachments: Professional Services Agreement with Souder, Miller & Associates

Legal Review:

Approved As To Form:


City Attorney

Recommendation:

Staff recommends approval of a CES Contract with Souder, Miller & Associates, not to exceed \$32,043.75 including NMGRT, for Aquatics Operations and Maintenance Services at the CORE.

Approved For Submittal By:

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN



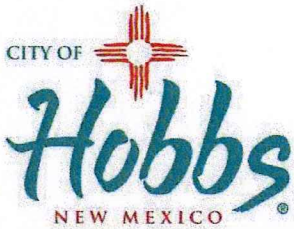
Department Director



City Manager

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

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



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of _____, 20____, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Souder, Miller & Associates, an independent contractor with a business address of 3409 N Grimes, Hobbs, NM 88240 (hereinafter referred to as "Contractor").

This Contract ("Agreement") is a:

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

See Attached Scope of Services and Work Plan

2. PRICE

City shall pay Contractor a total of \$ 32,043.75 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 32,043.75. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City of Hobbs City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City of Hobbs City Commissioners, this Agreement shall terminate immediately upon written notice being given by City to Contractor. City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If City proposes an amendment to the Agreement to unilaterally reduce funding, Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted above) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 below.

4. STATUS OF CONTRACTOR

Contractor acknowledges that their relationship with City is that of an "independent contractor" and, as such, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible

to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ 1,000,000 per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT - SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. 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: Doug McDaniel, City Hall, 200 E. Broadway, Hobbs, NM 88240 and to Contractor at 3409 N Grimes, Hobbs, NM 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

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

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

13. MISCELLANEOUS PROVISIONS

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

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

If any part of this Agreement shall be 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.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. 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. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at (575) 397-9291; and
Contacting City via e-mail at dmcdaniel@hobbsnm.org.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

This Agreement incorporates all of the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by both parties.

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Contractor Approval:

Recreation Director

Contractor Signature

Account No.: 16-4016-42601

Finance Director:

Finance Director

City Attorney "as to form" Approval:
(ALL Professional Service Contracts)

City Manager Approval:
(ALL Professional Service Contracts)

City Attorney

City Manager

City Clerk Approval:
City Clerk (Professional Service
Contracts over \$75,000)

City Mayor Approval:
(Professional Service Contracts over
\$75,000)

City Clerk

City Mayor

SMA CES Work Plan

CORE Aquatic Waterworks Operation and Maintenance Services to be provided to City of Hobbs, NM

Scope of Work, Schedule and Compensation

Section 1: Scope of Work

Listed following is a general description of the Hobbs CORE Aquatic Water Treatment Systems Operations and Maintenance services to be provided by Miller Engineers, Inc. d/b/a Souder, Miller & Associates (SMA) to assist the City of Hobbs, NM (CLIENT). This work will be performed under the CES process. Equipment and materials required for the performance of this agreement will be provided by the City of Hobbs. Services to be provided are on a "time and materials" basis, and are generally described as follows:

SMA will provide the operation and maintenance services to operate the CORE aquatic water systems per equipment Manufacturer's recommendations. Leo Wilson is the Level IV Operator proposed to provide the majority of these O&M services. The CLIENT has NM certified pool and spa operators that will establish operational parameters for the pools and spas, conduct routine testing of water quality, and monitor the aquatic water systems while swimmers are present.

SMA will refer to the City's Employment Policies and Procedures, with current City of Hobbs employees, as well as Health, Safety and Environment Programs implemented at the site. We will provide site specific training to any additional employees we may bring to the site for support.

As noted earlier, SMA will assign Leo Wilson to this project, with assistance from other SMA operations staff if necessary, to oversee operations of the aquatic water systems and keep the site in good condition. This includes inspecting and maintaining the processes and equipment; performing preventative maintenance, calibrating instruments, general housekeeping, and training of City employees on the O&M requirements of the system. Leo will be in direct contact with the CORE Facilities Director to maintain communication and provide regular updates of work performed including the status of the Water Treatment Systems.

SMA anticipates that the equipment and aquatic water system components within the scope of operations are in working order, operating under "normal conditions", and consumables are on hand. We will assist the City with recommendations to address any concerns with the operation of the systems and will work with the City's Project Managers to identify any needed future improvements.

SMA personnel work closely with other SMA departments and other subconsultants for technical support, including process control, permitting and compliance, equipment servicing, and SCADA and controls assistance. Our full range of services for startup, operations and maintenance, system analysis and management are accessible to each of our Clients.

Travel time for operators will be invoiced to the Client based on travel from the SMA Hobbs Office to the CORE facility. Technical review, support and assistance will be provided by SMA Engineering and Environmental staff and is included in the contract amount.

Operations and Maintenance Management for Water Treatment Systems -

Operations and Maintenance Management includes tasks required to keep the water treatment systems operating under "normal conditions," such as routine observation and monitoring, preventative maintenance activities, housekeeping, and maintaining records of work performed. Further, the tasks include:

1. Operate and maintain the aquatic water treatment systems per Manufacturer's recommendations.
2. Train and assist City staff in ongoing Operations and Maintenance (O&M) responsibilities.
3. Inspect chemical feed systems and associated controllers to maintain proper dosing levels for each system.
4. Provide routine maintenance, visual inspections, and housekeeping within the Pool Equipment Room. Oversee work scheduling and completion.
5. Coordinate with CORE facility staff on scheduled and emergency shutdowns.
6. Coordinate with CORE Facility Director on any needed improvements or major repairs required for the Water Treatment Systems.
7. Coordinate with CLIENT to perform corrective maintenance and repairs on equipment. Oversee internal improvement projects of Water Treatment Systems. Obtain quotes for CLIENT's purchase of materials and equipment needed for preventative maintenance.
8. Provide status reports of equipment and system components to CORE Aquatics Director and CORE Facilities Director.
9. Document inventory and notify CORE Facility Director of spare parts and miscellaneous items needed for continuous operation of the aquatic water treatment systems.
10. Coordinate restocking of consumables necessary for aquatic water treatment systems operation, including chemicals, fuses, electrical components, housekeeping, and maintenance items, etc.
11. Meet with City of Hobbs officials, and compliance agencies as required for inspections.
12. Review and adhere to emergency response plan and site health and safety plan.
13. Maintain the Pool Equipment Room and keep areas free of clutter and debris. Hobbs personnel will provide cleaning for the facility and will keep the facility free of pests.
14. Perform work per OSHA standards. SMA will provide PPE for SMA personnel to perform the tasks described in this scope, including boots, gloves, hardhats, vests, hearing protection, eye protection and access to communication devices. The City will be responsible for providing specialty safety equipment.
15. Log pump, UV, and filter run hours and totalized flow for each pump.
16. Manage and update maintenance schedules for electrical and mechanical equipment.

Overhead Costs – (Not charged to CLIENT, except for mileage charge.)

These tasks include the costs for vehicles, employee benefits, and insurance, etc.

1. SMA professional insurance, and general liability insurance.
2. The mileage fee covers all costs for vehicles, insurance, and operating costs for vehicles.
3. SMA Ops personnel, employee taxes, workman's comp insurance, benefits, and uniforms.
4. Ongoing SMA personnel training, certifications, safety program, and PPE as describe above.

Not in Contract - The following items are not included in the contract scope of work:

1. All operating expenses including but not limited to: all utility costs, fuels, chemicals, and maintenance costs, as well as non-warranty repair parts and/ or outside repair personnel and equipment.
2. Repair of equipment failure or resulting damages or effects except as attributed to Contractor negligence.
3. Facilities insurance as required.
4. Laboratory analysis fees (to be invoiced to City of Hobbs directly).
5. Repairs, modifications, or upgrades to facility to meet compliance requirements.
6. Onsite Fire hydrant or Fire Systems repair, maintenance, or replacement.
7. Potable water system operation or maintenance at CORE facilities.
8. Electrical component or system repair.
9. Equipment evaluations by manufacturers representative and engineering analysis of water system and components.
10. Management/mitigation of unforeseen event s that require additional resources not available at the facility.
11. Development and revision to emergency response plan.
12. Emergency/callouts, stand by time, and call backs.
13. Purchase of any tools and equipment other than those listed in this proposal.

Critical facilities for work environment

SMA recognizes that the successful operation of the City of Hobbs CORE Aquatic Water Treatment Systems is a joint effort between our company and the City. It is the Owner's responsibility to provide the necessary resources (monetary and non-monetary) for operation of the system.

Critical facilities are items to be provided by the City in order for the scope of work described in this proposal to be completed by SMA.

1. Storage space for spare parts and equipment.
2. Dedicated spare parts and equipment for water treatment systems, and repairs and maintenance of equipment.
3. Access to rest room and emergency shower.
4. Access to water treatment systems and facilities and/or notice of scheduled Capital Improvement Projects, special events or City activities that may impact operation of the Water Treatment Systems.
5. The City will be responsible for providing specialty safety equipment necessary for safely conducting daily operations.

Section 2: Schedule and Term

The schedule for completion of the services identified in Section 1 above shall be as follows.

SMA will commence the proposed work within seven (7) following receipt of the CES PO, but not prior to the conclusion of the existing work extension presently set as October 16, 2020. Services assistance will be performed as requested and agreed upon between the parties at the time of the work request.

The initial term of this agreement will be one year or until the Maximum Not to Exceed limit is reached. This agreement may be renewed under the same terms and conditions for an additional year (in accordance with CES regulations) and a new NTE limit with the written approval of the CLIENT, SMA and CES. The SMA CES agreement has an expiration date of October 25, 2022. No work can be performed under any extension of this agreement after the expiration date.

SMA will notify the CLIENT when billing reaches 85% of the NTE amount so decisions can be made regarding modification of the work or agreeing to approve the next renewal term.

Section 3: Compensation

The work as described in Section 1 above will be performed on a time and materials basis at an average of 6-7 hours per week, invoiced monthly. Invoices will include a list of the hourly rates and charges by category. Compensation will be in accordance with the 2020 Professional Fee Schedule attached hereto, up to the "Not to Exceed (NTE) Price/Year" identified in the following table. The 2020 Rates will be honored for the 2021 year.

Estimated Fees for Waterworks Services	
Description	NTE Price/Year *
CORE Water Treatment Systems O&M Services	\$ 30,000.00
Estimated NMGRТ on the NTE Price of \$30,000 (presently 6.8125%)	\$ 2,043.75
Estimated Total CORE Water Treatment Systems O&M Services and NMGRТ	\$ 32,043.75

* The above fees include the present Hobbs New Mexico Gross Receipt Taxes (NMGRТ). The NMGRТ will be added to all invoices at the applicable rates during the contract period.

DISCUSSION



Higher Education /s Affordable

In September 2019, move.org revealed research that New Mexico is the second-least expensive state for college tuition in the United States.

According to a September 2017 article on credit.com:

- New Mexico students enjoy a high ROI (return on investment) for their college degrees. In fact, the average graduate sees a return of 151%.
- Compared to workers without a college degree, college graduates see an average \$17,510 pay increase.

Supporting Bond C will NOT increase your tax rate, but it will make a difference now and for generations to come. ***It is a good investment in New Mexico!***

BondC4NM.com



The Future is Now

Projects funded by Bond C will **create about 1,500 jobs** in construction, architecture and related fields; **help boost local businesses;** and **add to local gross receipts tax bases,** which is needed now more than ever.

Voting on Bond C contributes to our economy **now** and creates a **better future** for our students and our state – all without increasing taxes.



Find us on   

IMPORTANT DATES

ABSENTEE VOTING: Begins Oct. 6, 2020

EARLY VOTING: Oct. 17-31, 2020

ELECTION DAY: Nov. 3, 2020

Look to the Future

**JOBS.
ECONOMY.
GROWTH.**



BondC4NM.com

NO TAX RATE INCREASE

**VOTE ON
HIGHER ED
BOND C**

**November 3
2020**



NEW MEXICO'S PUBLIC COLLEGES, UNIVERSITIES AND SPECIALTY SCHOOLS are critical to our economy. As of 2018, more than 122,000 students attended classes taught by nearly 7,000 faculty, and more than 30,000 certificates and degrees were awarded annually.

General Obligation Bond C will help maintain the educational institutions we have already invested in, and give them resources to provide a safe, quality education. Today, a college education is more important than ever before.

- College graduates earn more money.
- College degrees are a good investment.
- Jobs increasingly require college degrees.

Many degrees and certificates (healthcare, trades, technology, etc.) REQUIRE a blend of classroom, hands-on learning and online instruction, so it's important to invest in multiple methods of learning.



Investing In Higher Education = Investing In New Mexico

2020 BOND C ALLOCATION BY COUNTY AND COLLEGE, UNIVERSITY AND SCHOOL

BERNALILLO	\$57,200,000
Central New Mexico Community College	\$13,000,000
Southwestern Indian Polytechnic Institute	\$1,000,000
The University of New Mexico	\$13,200,000
UNM Health Sciences Center	\$30,000,000
CHAVES	\$4,800,000
Eastern New Mexico University-Roswell	\$1,800,000
New Mexico Military Institute	\$3,000,000
CIBOLA	\$1,300,000
New Mexico State University-Grants	\$1,300,000
CURRY	\$1,075,000
Clovis Community College	\$1,075,000
DOÑA ANA	\$25,860,000
Dofia Ana Community College	\$1,860,000
New Mexico State University-Las Cruces	\$24,000,000
EDDY	\$1,500,000
New Mexico State University-Carlsbad	\$1,500,000
GRANT	\$4,000,000
Western New Mexico University	\$4,000,000
LEA	\$4,000,000
New Mexico Junior College	\$4,000,000
LINCOLN	\$1,500,000
Eastern New Mexico University-Ruidoso	\$1,500,000
LOS ALAMOS	\$1,700,000
The University of New Mexico-Los Alamos	\$1,700,000
MCKINLEY	\$4,400,000
Navajo Technical University	\$1,400,000
The University of New Mexico-Gallup	\$3,000,000

OTERO	\$2,738,967
New Mexico School for the Blind and Visually Impaired	\$938,967
New Mexico State University-Alamogordo	\$1,800,000
QUAY	\$400,000
Mesalands Community College	\$400,000
RIO ARRIBA	\$2,500,000
Northern New Mexico College	\$2,500,000
ROOSEVELT	\$8,000,000
Eastern New Mexico University	\$8,000,000
SAN JUAN	\$4,800,000
Diné College	\$1,300,000
San Juan College	\$3,500,000
SAN MIGUEL	\$8,000,000
Luna Community College	\$1,000,000
New Mexico Highlands University	\$7,000,000
SANTA FE	\$8,700,000
Institute of American Indian Arts	\$700,000
New Mexico School for the Deaf	\$5,300,000
Santa Fe Community College	\$2,000,000
Santa Fe Indian School	\$700,000
SOCORRO	\$10,000,000
New Mexico Institute of Mining and Technology	\$10,000,000
TAOS	\$2,000,000
The University of New Mexico-Taos	\$2,000,000
VALENCIA	\$1,500,000
The University of New Mexico-Los Lunas	\$1,500,000

Higher Ed Bond C would create 1,500 new jobs in 23 cities across New Mexico!

Turf Practice Field Policies

The following fields at the Veterans Memorial Complex will be made available for practices and scrimmages:

- Zia Plex Fields (4) When not in use for league/tournaments
- Junior Varsity Baseball Field When not in use for league/tournaments/HHS JV Baseball
- Norman Fee Field When not in use for league/tournaments

Who can practice:

- Teams that are participating in a league recognized by the City of Hobbs Recreation Department
- Teams that while not participating in a league recognized by the City of Hobbs Recreation Department are sanctioned through their governing body as a Hobbs team
- Out of town teams will NOT be allowed to practice on any City of Hobbs field unless they are participating in a league recognized by the City of Hobbs Recreation Department
- **Each team requesting practice time, MUST have insurance that covers practices/scrimmages outside of league play**
 - Paying a registration fee to a league does not always provide such insurance
- **Teams must provide the following upon arriving on-site to practice:**
 - Proof of team insurance that covers practices/scrimmages outside of league play
 - Roster of coaches and team members that are covered by this insurance
 - Identification for coaches and team members participating in the practice
 - Only those covered by insurance and with proof of identification will be allowed to practice
- Teams must put mats in place in the batters box/home plate area, and in the pitching area to prevent wear and tear on the fields. The City of Hobbs will provide mats.
- The pitching mound on the Junior Varsity Baseball Field will not be moved for practices. Teams may adjust batters boxes/homeplate area accordingly to their age group and use mats.
- The Junior Varsity Field will only be used in "overflow" situations, or at times when available and the Zia Plex Fields are not available.
- Lights will not be turned on for practices.
- Practice times will be designated by the Recreation Department based on time of year, league and tournament schedules. League play and tournaments will always take precedence over practices.
- Reservations will be accepted as follows:
 - Youth teams may reserve fields up to three weeks in advance
 - Adult teams may reserve fields up to two weeks in advance
 - The deadline for scheduling any practice will be two weeks before the requested date so that staff may be scheduled accordingly.
 - Teams may make reservations by emailing Michal Hughes, Recreation Superintendent, mmhughes@hobbsnm.org. No practice reservations will be taken over the phone or via fax. Practice times will be confirmed, in advance.
- Fees:
 - \$10 for a 90-120 minute practice time without lights.
 - \$45 for a 90-120 minute practice time with lights
 - These fees will cover the cost of staffing, maintenance of fields and restrooms, and light usage.

Additional information:

Teams

Girls Fastpitch Softball, Adult Slowpitch Softball
Youth/Adult Baseball
Youth Football, Youth/Adult Soccer, Youth Flag Football

Site

Zia Plex
Zia Plex/JV Field*
Norman Fee Field

Why Zia Plex: There is one, self-contained parking lot. Fields are close to each other, easier to supervise, and entry to Varsity/JV/Sanger can be blocked. Fields can accommodate every age group from Girls Fastpitch to Adult Slowpitch. If grass starts to show signs of wear, alternative locations will be considered. Fields not being used for practices will be secured at all times and not open for play.

Why JV Field: When the Zia Plex Fields are being used, JV Field can be used for Youth/Adult Baseball Practices when the HHS JV Baseball Team is not using this field. Varsity and Sanger Fields to be secured at all times.

Why Norman Fee Field This field will allow Youth Football, Youth/Adult Soccer, and Youth Flag Football teams to practice.

Schedule: Will vary as fields are available. Set aside time when fields are available understanding that staff will have to be present (2-3 days a week). Spring is anticipated to be the busiest time as all teams preparing for the Summer season will want to practice on the turf.

Summer:

Practices will mostly be on weekends as fields are used **heavily** during the week. Weekend Tournaments will make some weekends unavailable.

Fall:

Fields available slightly more during the week than in Summer. More weekends are available, as there are not as many tournaments.

Winter:

Typically, no league activities during this time so fields are available.

Spring:

Fields available slightly more during the week than in Summer. More weekends are available, as there are not as many tournaments. Junior Varsity Field only available when not being used by the HHS JV Baseball Team.

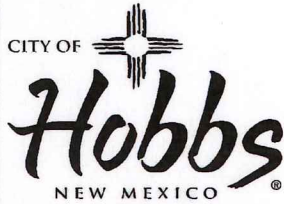
Camps/Clinics

No camps or clinics are to be held. Only practices or scrimmages.





ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5th 2020

SUBJECT: Resolution Authorizing Grant Funding for Certain Small Businesses Pursuant to the CARES Act Relief Funds Small Business Continuity Grants

DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 9-29-2020
SUBMITTED BY: Toby Spears, CPA, CFE – Finance Director

Summary:

The City of Hobbs was awarded a federal CARES Act Relief Funds Small Business Continuity Grant in the amount of \$658,969. The NM Department of Finance and Administration has oversight on this overall grant and has provided recommended process and procedure guidelines to municipal governments. The City established an overall application process for small businesses headquartered in Hobbs, New Mexico. On September 21, 2020, the City Commission approved via Resolution No. 6973 the application process for the Grant. Pursuant to that process, the small businesses identified in Exhibit A have successfully submitted an application for grant funding. Approval of this Resolution would authorize the Finance Department to encumber those funds from the balance of the fund and begin the reimbursement process to the businesses.

Fiscal Impact:


The funding has been established in the overall budget of \$658,969. (both revenue and expenditures)

Reviewed By: 

Finance Department

Attachments:
Resolution;
Exhibit A

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. 6975

A RESOLUTION AUTHORIZING GRANT FUNDING FOR CERTAIN
SMALL BUSINESSES PURSUANT TO THE CARES ACT RELIEF FUNDS
SMALL BUSINESS CONTINUITY GRANT

WHEREAS, on September 21, 2020, via Resolution No. 6973, the City Commission approved the application process for distribution of the federal CARES Act Relief Funds Small Business Continuity Grant to small businesses headquartered in Hobbs, New Mexico, which complies with the guidelines set by the New Mexico Department of Finance and Administration; and

WHEREAS, the small businesses outlined in Exhibit A, attached hereto and incorporated herein, have successfully submitted their Grant applications in compliance with Resolution No. 6973, and therefore should begin the reimbursement process; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager and staff are directed to do all things appropriate and necessary to ensure that the Grant funds are disbursed to the benefit of the small businesses outlined in Exhibit A.

PASSED, ADOPTED AND APPROVED this 5th day of October, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

EXHIBIT 'A'
Commission Meeting - October 5, 2020
Resolution No. 6975

Workflow process for CARES ACT SBA Grant Program
 From September 22, 2020 thru December 4, 2020

DATE UPDATED:	10/2/2020
TIME UPDATED:	12:00:00 PM

#	Business Name	Business Address	RELATED PARTY	COMMENTS
1	Dynomite Gaming, LLC	1920 North Rojo Dr.	yes	Complete - Related Party - Brittney Huffman
2	Everything Nice, LLC	2827 N. Dal Paso STE # 110	no	Complete
3	D & M Landscaping, LLC	1201 E. Jemez	no	Complete
4	Toreados Taco Grill	205 W Sanger	no	Complete
5	Jerbs Custom Jewelry, LLC	316 W. Bender Blvd	no	Complete
6	R&B Ganaway Enterprises (Cherry Berry)	2827 N. Dal Paso ste. 125	no	Complete
7	Deep Investments Inc. (Comfort Suites/Mainstay Suites)	2708/2700 W. Scenic Drive	no	Complete
8	Drive Train, Inc.	112 S. Cochran Street	no	Complete
9	Bloom Ventures LLC	3420 N Grimes St. Suite 100	no	Complete
10	Boys and Girls Club, NM Inc.	301 E Broadway	no	Complete Exempt Agency
11	BRK LLC (Best Western Executive Inn)	309 N Marland Blvd	no	Complete
12	Loarn's Investments (Mr. B'S Vending)	502 E. Marland	yes	Complete - Related Party - Kristi Kelley
13	Tia Juana's	3510 N. Lovington Hwy.	yes	Complete



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2020

SUBJECT: Resolution Regarding the Restaurant Liquor License Application of Las Comadres, LLC, d/b/a El Jimador Restaurant, 110 North Marland, Hobbs, New Mexico, for the Sale of Beer and Wine Only

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 28, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Las Comadres, LLC, d/b/a El Jimador Restaurant has applied to the State of New Mexico, Alcoholic Beverage Control, and received preliminary approval for the issuance of a restaurant liquor license at 110 North Marland for the sale of beer and wine only.

This application was received by the City Clerk's Office on August 31, 2020, and 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 for processing this application.

Attachments:

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

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve issuance of the restaurant license; second; vote.

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. 6976

A RESOLUTION CONCERNING THE ISSUANCE OF A
RESTAURANT LIQUOR LICENSE TO
LAS COMADRES, LLC, D/B/A EL JIMADOR RESTAURANT,
110 NORTH MARLAND, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Las Comadres, LLC, for the issuance of a restaurant liquor license for the sale of beer and wine at El Jimador Restaurant located at 110 North Marland, Hobbs, New Mexico, and said application has received preliminary approval from the State of New Mexico, Alcoholic Beverage Control; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on October 5, 2020, on the question of whether or not the proposed restaurant liquor license should be granted for the sale of beer and wine.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the restaurant liquor license application of Las Comadres, LLC, d/b/a El Jimador Restaurant, 110 North Marland, Hobbs, New Mexico, be and is hereby _____ (approved or disapproved) for the sale of beer and wine.

PASSED, ADOPTED AND APPROVED this 5th day of October, 2020.

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/abc

August 26, 2020

Certified Mail No.: 9171 9690 0935 0155 2454 90

Michelle Lujan Grisham
Governor

Marguerite Salazar
Superintendent

Andrew Vallejos
Director

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

RECEIVED

AUG 31 2020

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

Lic. No. /Appl. No.: Application No. 1170680
Name of Applicant: Las Comadres, LLC
Doing Business As: El Jimador Restaurant
Proposed Location: 110 N. Marland Blvd., Hobbs, NM 88240

Dear Local Governing Body,

The New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division (ABC) understands the difficulties that the current COVID-19 pandemic has created for governing bodies to hold public hearings. However, the New Mexico Liquor Control Act requires that after preliminary approval is granted, the application shall go to the Local Option District's (LOD) local governing body for approval.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a few options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures, after the extension is granted and the hearing is held notify ABC of your decision within thirty (30) days of the hearing;
- 3) Return the application to ABC with neither an approval nor disapproval of the application. ABC will then proceed with the processing of the application pursuant to 60-6B-4(G).

ABC has no preference in the option you choose, please notify us of your decision, via email to the ABC Hearing Officer who sent the application to you, and we will continue with the application process in accordance with your decision.

Sincerely,

Charmaine Martinez, Hearing Officer

Alcoholic Beverage Control
(505) 476-4875

THE APPLICANT IS SEEKING A RESTAURANT BEER AND WINE LIQUOR
LICENSE WITH ON PREMISES CONSUMPTION ONLY.

Handwritten initials and date: *CHAS*, *7-14-2020*, *am*, *88073416*



ABC USE ONLY: Application Number: 1170680 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

RECEIVED

JUL 14 2020

Check appropriate boxes:

Application is for: New Restaurant Liquor License

Applicant is: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME OF APPLICANT (company or individual): LAS COMADRES, LLC

ADDRESS: 110 N MARLAND BLVD CITY HOBBS STATE NM ZIP 88240

APPLICANT PHONE #: 575-706-6988 BUSINESS PHONE #: 575-964-2142

D/B/A NAME TO BE USED: EL JIMADOR RESTAURANT

EMAIL ADDRESS (required): jimadorhobbs@gmail.com

PHYSICAL LOCATION WHERE LICENSE IS TO BE USED: 110 N MARLAND BLVD

CITY HOBBS STATE NM COUNTY LEA ZIP 88240

MAILING ADDRESS: 110 N MARLAND BLVD CITY HOBBS STATE NM ZIP 88240

Agent/Contact Person: VALENTIN LOZANO ROMO Phone#: 575-706-6988 Email: jimadorhobbs@gmail.com

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

I, (print name) Valentin Lozano Romo, 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.

You must sign and date this form before a Notary Public.

Signature of Applicant: [Signature] Date: 6/25/2020

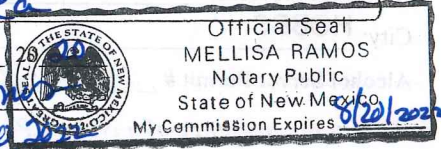
NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Lea)

SUBSCRIBED AND SWORN TO before me this 25th day of June

By: Valentin Lozano Romo

Notary Public: Melissa Ramos

My Commission Expires: August 20 2022



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

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

Signature and Title of City/County Official: _____

FOR ALCOHOLIC BEVERAGE CONTROL DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

RECEIVED
 JUL 15 2020

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): _____

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

A. Owner(s): Maria Rodriguez

B. Date and Term of Lease: 12/01/2018 \$3000.00 monthly for 3 years

3. Premises location is Zoned (example C-1, see Zoning Statement): _____,

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: CHOOSE LIFE CHURCH Miles/feet: 1.4 MILES

Address/location of Church: 700 N. DAL PASO ST, HOBBS, NM 88240

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

Name of School: EDISON ELEMENTARY SCHOOL Miles/feet: .4 MILES

Address/location of School: 501 E GYPSY ST, HOBBS, 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),
127 miles 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: Lounge Restaurant Package Grocery Racetrack
 Hotel Other (specify): _____

*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

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

June 25, 2020

Las Comadres, LLC
Dba EL Jimador Restaurant
110 N. Marland Blvd.
Hobbs, NM 88240

RECEIVED

JUL 1 2020

ALSO IN STORAGE
CANCELL

RE: Zoning Certification for 110 N. Marland Blvd. in Hobbs, NM 88240.

Dear Mr. Romo:

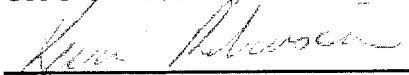
Pursuant to your request for a Zoning Certification regarding 110 N. Marland Blvd. in Hobbs, NM, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and locations of different types of development or specific business uses throughout the City. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, use of buildings, or use of vacant land. Therefore, the current land use is considered a use by right as of this date of June 25, 2020.

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 25, 2020.

If you have any questions or need further information, please contact me at (575) 397-9351.

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 1 issue(s).

Beginning with the issue dated
September 04, 2020
and ending with the issue dated
September 04, 2020.



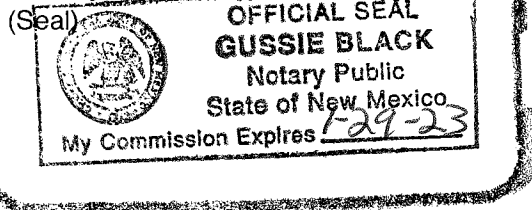
Publisher

Sworn and subscribed to before me this
4th day of September 2020.



Business Manager

My commission expires
January 29, 2023



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 NOTICE
September 4, 2020

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 **Monday, October 5, 2020, at 6:00 p.m.**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control, should approve or disapprove the liquor license set forth herein. 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) 397-9200.

NOTICE REGARDING COVID-19: Everyone attending the hearing must adhere to City and State policy regarding social distancing and wearing masks on City property, including in the hearing.

HEARING FORMAT: The hearing format is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any persons desire to testify or otherwise participate in the hearing, please contact Jan Fletcher, City Clerk, at (575) 397-9200 or submit written comments by email to jfletcher@hobbsnm.org by 4:30 p.m. on the date of the hearing.

If you are in need of an interpreter to participate in the hearing, please contact Jan Fletcher at (575) 397-9200 at least three days before the hearing date.

APPLICATION FOR RESTAURANT LIQUOR LICENSE FOR THE SALE OF BEER AND WINE

Application #: 1170680
Applicant: Las Comadres, LLC
D/B/A Name: El Jimador Restaurant
Proposed Address: 110 North Marland Blvd.
Hobbs, NM 88240

DATED this 2nd day of September, 2020.

/s/ Sam D. Cobb
SAM D. COBB, Mayor
#35798

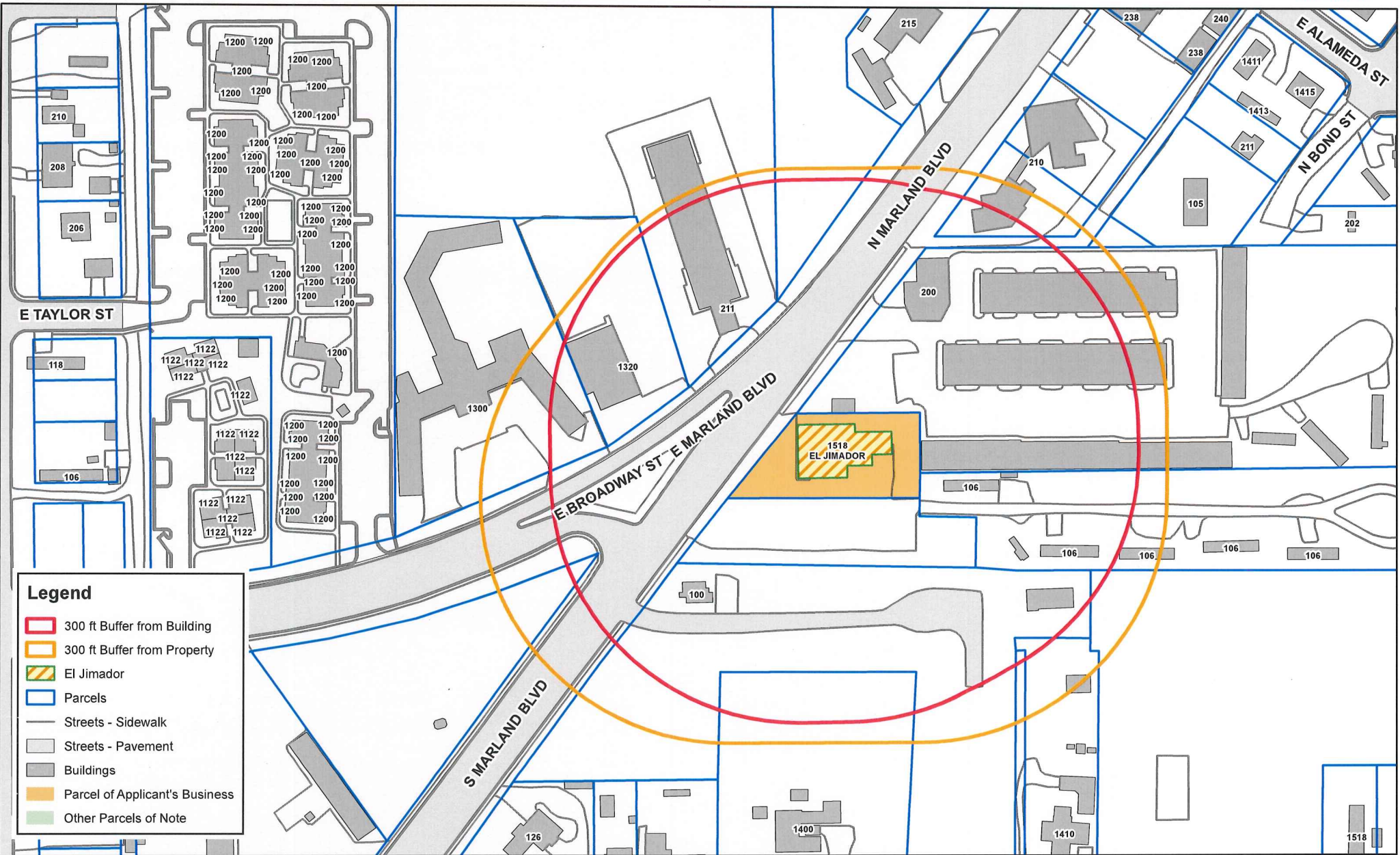
67108146

00246099

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

El Jimador

300 ft Buffer Zone Map for Liquor License



Legend

- ▭ 300 ft Buffer from Building
- ▭ 300 ft Buffer from Property
- ▭ El Jimador
- ▭ Parcels
- Streets - Sidewalk
- Streets - Pavement
- Buildings
- Parcel of Applicant's Business
- Other Parcels of Note



City of Hobbs GIS Division

SY

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: October 5, 2020

SUBJECT: NORTH GRIMES TRACT 2-A ANNEXATION--ADOPTION OF ORDINANCE TO APPROVE THE NORTH GRIMES TRACT 2-A ANNEXATION.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 29, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The North Grimes Tract 2-A Annexation area contains 1.3 +/- acres and is located northeast of the intersection of Millen and N. Grimes. The annexation proposal was presented to the Planning Board at the August 18, 2020 meeting. After review the Planning Board recommended approval to the Commission with a 6-0 vote. The Commission approved publication of the proposed Ordinance on September 9, 2020.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The positive financial impact of GRT generated by the proposed businesses located within the annexation should offset any expenses that the City will incur.

Attachments: Annexation Ordinance; Annexation Plat and Petition; and Planning Board Minutes.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends that the Commission consider adopting the Ordinance Consenting to the North Grimes Tract 2-A Annexation.

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

ORDINANCE NO. 1126

AN ORDINANCE CONSENTING TO THE NORTH GRIMES TRACT 2-A ANNEXATION, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property have petitioned the City of Hobbs to annex to the City an area in Section 10, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing 1.30 +/- acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on August 18, 2020 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 6-0 vote; and

WHEREAS, The City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, as follows:

1. That the petition requesting annexation of property in, which lands are presently outside of the City limits hereby is approved and such territories are shown and described upon the Annexation Plat attached as Exhibit A, which is incorporated herein, hereby is annexed to the City of Hobbs.

2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

PASSED, ADOPTED AND APPROVED this 5th day of October , 2020.

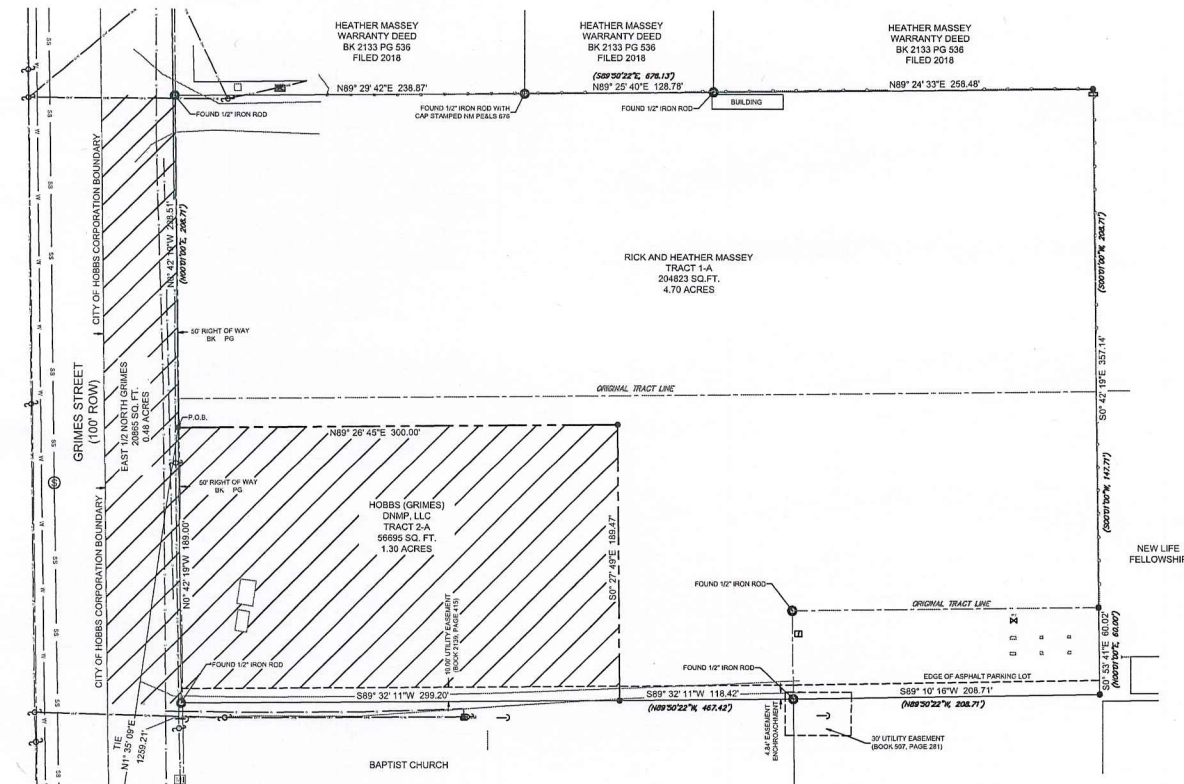
SAM D. COBB, Mayor

ATTEST:

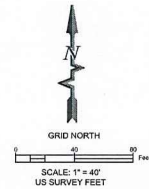
JAN FLETCHER, City Clerk

HOBBS (GRIMES) DNMP, LLC TRACT 2-A ANNEXATION TO THE CITY OF HOBBS, LEA COUNTY

THE FOREGOING ANNEXATION OF TRACT 2-A AND THE EAST 50 FEET OF NORTH GRIMES STREET AS DESCRIBED IN OF THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO, SAID TRACTS BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO



- LEGEND**
- UNDERGROUND TELEPHONE LINE
 - OVER-HEAD ELECTRIC LINE
 - WATERLINE
 - FENCE PIPE
 - RIGHT OF WAY LINE
 - FENCE CHAIN LINK
 - EXISTING LOT LINES
 - EXISTING EASEMENTS
 - SET AS REBAR STAMPED 2104
 - FOUND MONUMENT AS NOTED
 - T-POST
 - MAILBOX
 - GUY ANCHOR
 - POWER POLE
 - SANITARY CLEAN OUT
 - SIGNS
 - SPIGOT
 - TELEPHONE PEDESTAL
 - WATER METER
 - AREA TO BE ANNEXED



- PLAT NOTES:**
1. BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS BASED ON GPS OBSERVATIONS AND NEW MEXICO STATE PLANE NAD 1983, CENTRAL ZONE.
 2. ALL DISTANCES ARE GROUND DISTANCES, WITH A GRID TO GROUND SCALE FACTOR OF 1.0002875456 SCALED AT N=364507.746, E=1611847.726.
 3. BEARINGS AND DISTANCES SHOWN IN () ARE RECORD PER MEMORANDUM OF ESCROW AGREEMENT AND CONTRACT FOR DEED RECORDED AS BOOK 2139, PAGE 415 IN THE RECORDS OF LEA COUNTY, NEW MEXICO.
 4. SUBJECT PROPERTY IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD AS SHOWN ON FIRM PANEL 3902C110D EFFECTIVE DATE DECEMBER 16, 2008.
 5. EXISTING UTILITIES SHOWN HEREON ARE BASED ON THE MARKS ESTABLISHED BY THE LOCAL UTILITY LOCATORS.
 6. NO ZONING INFORMATION WITHIN LEA COUNTY
 7. REFERENCE DOCUMENT: MEMORANDUM OF ESCROW AGREEMENT AND CONTRACT FOR DEED, BOOK 2139, PAGE 415 RECORDED SEPTEMBER 14, 2018
 8. TOTAL ANNEXATION ACREAGE 1.78 ACRES.

CERTIFICATE OF MUNICIPAL APPROVAL

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF AN ANNEXATION TRACT TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2020 A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGEMENT:
STATE OF: NEW MEXICO
COUNTY OF: LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 A.D. BY JAN FLETCHER

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY CITY PLANNING BOARD:
THE PLAT RESTRICTIONS REVIEWED AND APPROVED ON THE _____ DAY OF _____, 2020 A.D. BY THE CITY PLANNING BOARD OF HOBBS.

BY: _____
CHAIRMAN WILLIAM M. HICKS III

ACKNOWLEDGEMENT:
STATE OF: NEW MEXICO
COUNTY OF: LEA
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020 A.D. BY WILLIAM M. HICKS III

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

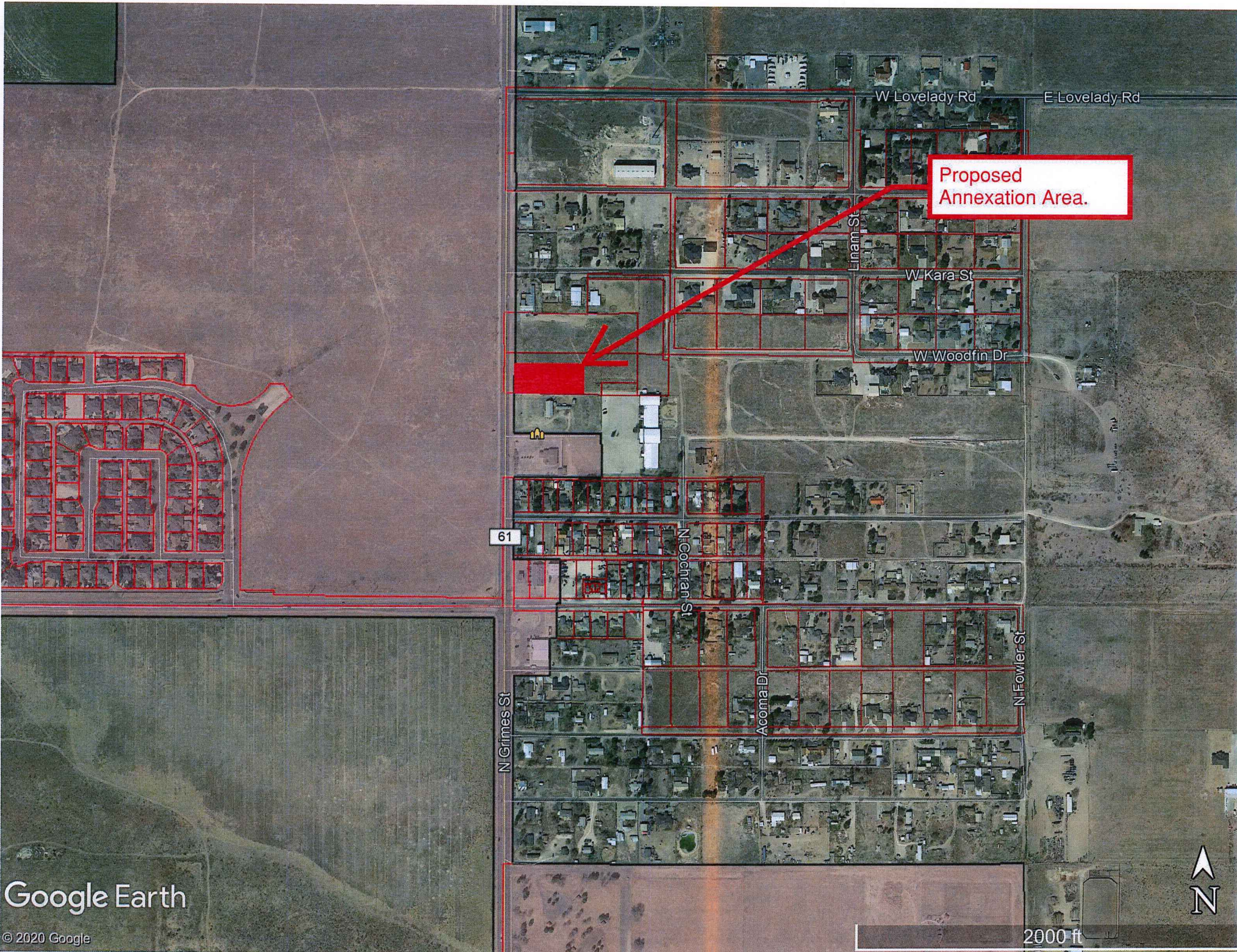
SURVEYOR'S CERTIFICATION:
I, DARRYL D. COSTER, BEING A DULY REGISTERED LAND SURVEYOR, IN THE STATE OF NEW MEXICO, CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT, MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DESIGNED BY	DRAWN BY	CHECKED BY
DATE	DATE	DATE
PROJECT NO.	SHEET NO.	
1 OF 1		

SOUDER, MILLER & ASSOCIATES
Engineering • Environmental • Surveying
3500 SEDONA HILLS PARKWAY
LAS CRUCES, NM 88011
Phone: (575) 445-0779 Fax: (575) 445-0888
www.sma-nm.com

DARRYL D. COSTER
NEW MEXICO
21204
PROFESSIONAL SURVEYOR

CLIENT: HOBBS (GRIMES) DNMP, LLC
MASSEY LAND DIVISION ANNEXATION TO THE CITY OF HOBBS, LEA COUNTY THE FOREGOING ANNEXATION OF TRACT 2-A AND THE EAST 50 FEET OF NORTH GRIMES STREET



Proposed
Annexation Area.

W Lovelady Rd

E Lovelady Rd

Linam St

W Kara St

W Woodfin Dr

61

N Cochran St

N Crimes St

Acoma Dr

N Fowler St

Google Earth

© 2020 Google



2000 ft

PETITION FOR ANNEXATION

COMES NOW, HOBBS (GRIMES) DNMP, LLC (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of TRACT 2-A to the City of Hobbs, more particularly described as follows:

REFER TO ATTACHED MAP & DEED

and Petitioner states in support of such Petition, pursuant to Section 3-7-17.1 of the New Mexico Statutes Annotated (1978) that:

1. The property petitioner wishes to be annexed and the real property is contiguous to the present municipal boundary of the City of Hobbs.
2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.
3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.

Petitioner:



By:

GEREN MOOR

Its:

V.P. OF DOLLAR MERCHANT

FUND II, LLC - SOLE MEMBER

Date

08/10/2020

Mr. Ingram made a motion, seconded by Mr. Ramirez to approve the agenda as amended. Mr. Hicks did a roll call for the vote, Mr. Ingram-yes, Mr. Ramirez-yes, Mr. Kesner-yes, Mr. Sanderson-yes, Mr. Donahue-yes, Mr. Hicks-yes and the vote on the motion was 6-0 and the motion passed as amended.

3) **Review and Consider Approval of Minutes.**

July 21, 2020 – Regular Meeting

Mr. Hicks asked if everyone has had a chance to read the Regular Meeting Minutes from July 21, 2020? Mr. Hicks said he did notice one change on 7a about the 7th line down there is a misspelled word. Mr. Ramirez made a motion, seconded by Mr. Kesner to approve the Regular Meeting Minutes as amended. Mr. Hicks did a roll call for the vote, Mr. Ramirez-yes, Mr. Kesner-yes, Mr. Ingram-yes, Mr. Donahue-yes, Mr. Sanderson-yes, Mr. Hicks-yes and the vote on the motion was 6-0 and the motion carried as amended.

4) **Communications from Citizens.**

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment should be submitted in writing via email to the City of Hobbs Planning Department at krobinson@hobbsnm.org or via fax at (575-397-9227 no later than 9:30 a.m. on June 16, 2020.

There were no communications from citizens.

5) **Review and Consider Proposed Annexation of +/- 1.3 acres of property located northeast of the intersection of Millen and Grimes.**

Mr. Robinson said this is a 1.3 acre annexation at Millen and Grimes. He said the property owner feels like this property would benefit by being annexed into the City. Mr. Hicks asked if this was strictly an annexation plat? Mr. Robinson said yes. Mr. Hicks asked if there were city utilities in this area. Mr. Robinson said yes. Mr. Ramirez made a motion, seconded by Mr. Ingram. Mr. Hicks did a roll call vote. Mr. Ramirez-yes, Mr. Sanderson, Mr. Kesner-yes, Mr. Ingram-yes, Mr. Donahue-yes, Mr. Hicks-yes. The vote on the motion was 6-0 and the motion carried.

6) **Review and Consider variance from the City of Hobbs Buffering Standards as adopted per Reso. # 5482 (1-D) request as submitted by US Land Management Bureau for property located at 414 W. Taylor.**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2020

SUBJECT: AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY REAL PROPERTY LOCATED AT 3425 N. NORTHWEST, TO TROY AND MELISSA HUDSON FOR THE PURCHASE PRICE OF \$155,000.00.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 29, 2020
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: First Reading of the Ordinance to authorize publication to sell and convey real property located at 3425 N. Northwest to Troy and Melissa Hudson for the purchase price of \$155,000.00. The City of Hobbs is proposing to sell municipally owned property located at 3425 N. Northwest to Troy and Melissa Hudson for the purchase price of \$155,000.00.

Fiscal Impact:

Reviewed By: 
Finance Department

The Fixed Asset Value for this property is \$132,036.16. Funds received upon closing will be deposited into the General Fund (Original Acquisition Fund). Most recent Appraisal conducted on June 5, 2018 reflected an opinion of Fair Market Value at \$158,000.00. As per the attached REPA a 6% Commission will be due to the Realtor at closing resulting in the net to the public being \$145,700.00.

Attachments: Ordinance; Site Map, Real Estate Purchase Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends consideration to approve publication of the Ordinance.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS, NEW MEXICO

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY REAL PROPERTY LOCATED AT 3425 N. NORTHWEST, TO TROY AND MELISSA HUDSON FOR THE PURCHASE PRICE OF \$155,000.00.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of real property located at 3425 N. Northwest; and

WHEREAS, the Commission has determined that the public would be better served if the property is conveyed to the private sector; and

WHEREAS, unless a referendum election is held, the Ordinance authorizing the sale of this property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

1. **Terms of Sale:** The City proposes to sell 3425 N. Northwest for the purchase price of \$155,000.00.

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

An Agreement for the Purchase of Real Estate concerning terms of the sale are part of the Proposed Ordinance.

2. **Appraised Value of Municipally Owned Real Property:** The property has been appraised and the proposed purchase price is within 98% of the appraisal.

3. **Schedule of Payments:** The Purchase Price is to be paid with an earnest money deposit (escrowed upon acceptance of purchase agreement) with the balance to be paid as follows:

Earnest Money Deposit:	\$ 1,500
At Closing Balance of Cash	\$153,500
Total Payments	\$155,000

4. **The Amount of Purchase Price:** \$155,000

5. **Purchaser of Property:** Troy and Melissa Hudson

6. **Purpose of Municipal Sale:** Disposition of Residential Property.

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

(I)

That the City of Hobbs hereby approves the sale of the Property as described as follows:

LEGAL DESCRIPTION

Lot 7, Block 26, Unit 16 of Lincoln Park Addition.

Subject to the conditions and terms in Exhibit "2", Real Estate Purchase Agreement, as attached hereto and made a part of this Ordinance.

(II)

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

(III)

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

(IV)

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

CITY OF HOBBS, NEW MEXICO

By _____
Sam D. Cobb, Mayor

ATTEST:

By _____
JAN FLETCHER, City Clerk

REAL ESTATE PURCHASE AGREEMENT

For
3425 N. Northwest

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter "Agreement"), entered into this ____ day of _____, 2020, between Troy and Melissa Hudson, 8525 N. Matt Drive, Hobbs, New Mexico 88242 (hereinafter "Purchaser"); and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

The City, in consideration of the mutual covenants herein contained, agrees to sell and convey, and Purchaser agrees to purchase the real estate described below, together with all buildings and improvements and all rights, hereditaments, easements and appurtenances thereunto belonging, property located at 3425 N. Northwest, more particularly described as follows, and referred to hereinafter as "Property, " on the terms and conditions set forth herein.

LEGAL DESCRIPTION

Lot 7, Block 26, Unit 16 of the Lincoln Park Addition to City of Hobbs, Lea County, New Mexico.

NOW THEREFORE THE FOLLOWING IS AGREED BY THE PARTIES:

1. Earnest Money Deposit.

Purchaser will make an earnest money deposit with the Closing Agent in the sum of One Thousand Five Hundred dollars (\$1,500.00), within 24 hours of Commission Approval of this agreement.

2. Purchase Price.

The purchase price for the Property shall be One Hundred Fifty Five Thousand dollars (\$155,000.00) of which the amount paid as earnest money shall be a part.

3. Closing Date.

Closing for the sale of the Property shall occur on a mutually agreeable date, at least forty-five (45) days, but not more than one hundred eighty (180) days after the adoption of the ordinance authorizing the sale by the City, unless a referendum election is held pursuant to 3-54-1, NMSA, 1978, as amended. The parties may extend the Closing Date by mutual agreement, not to exceed 365 days following the date of the ordinance.

4. Commissions.

Seller and Buyer warrant and represent to each other that they have not employed any other real estate agent or broker relative to the sale and purchase of the Property, other than Paula Eggleton, whose six percent (6%) commission shall be paid by Seller at Closing. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

5. Title and Property Condition.

At closing, the City shall execute and deliver a Special Warranty Deed conveying the Property to the Purchaser and/or his assigns, in fee simple, subject to all patent reservations and to all other existing liens, encumbrances and other exceptions of record.

Purchaser has conducted a thorough inspection of the subject property, or at a minimum has been given adequate opportunity to do so and has waived the same, and agrees to purchase the property "as is\where is." By this statement, purchaser acknowledges that purchaser will forever be barred from bringing any claim against the seller associated, in any way, with any condition of the subject property, whether now known or later discovered.

6. Risk of Loss.

All risk of loss or damage to the Property will pass from the City to Purchaser at closing. In the event that material loss or damage occurs prior to closing, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the earnest money deposit, if any, shall be refunded. Possession of the Property by Purchaser shall occur at closing. Before closing, Purchaser shall be solely responsible to insure Purchaser's interest in the Property if Purchaser so chooses.

7. Default and Remedy.

A. Default by City. If City defaults in the performance of this Agreement, Purchaser may terminate this Agreement and receive a refund of the earnest money deposit, if any, or may waive default, enforce performance of this contract, and seek whatever legal remedy may be provided by law.

B. Default by Purchaser. If Purchaser defaults in the performance of this Agreement prior to closing, City may terminate this Agreement and retain the earnest money deposit.

C. Notice and Demand for Performance. In the event that either party fails to perform such party's obligations hereunder (except as excused by the other's default), the party claiming default will give written notice of demand for performance. If the party to whom such notice and demand is given fails to comply with such written demand within

ten (10) days after receipt thereof, the non-defaulting party may pursue the remedies provided in this paragraph.

8. Costs and Fees.

The closing costs shall be paid as follows:

- A. All closing costs shall be paid by the Purchaser, including title insurance premium costs up to or in excess of the purchase price.
- B. The Purchaser and City shall each pay for their respective legal fees.

9. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, postage prepaid, to the City, at City of Hobbs, ATTN: City Manager, 200 East Broadway, Hobbs, NM 88241; and to Purchaser, at Troy and Melissa Hudson, 8525 N. Matt Drive, Hobbs, New Mexico 88242, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

10. Attorney's Fees and Costs.

Both parties agree that if either is found by a court to have breached this agreement, the other party may recover reasonable attorney's fees and cost of litigation, including the costs of a City Attorney as a staff person.

11. Counterparts.

This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

12. Successors and Assigns.

This Section refers to assignability of this Purchase Agreement and not to assignability of the Property after the land purchase has been completed. This Agreement may not be assigned by Purchaser without the prior written consent of the City. 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. Except that Purchaser is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which he is the principal party. Consent shall not unreasonably be withheld by either party.

13. Compliance with New Mexico State Statutes.

The City states that it has complied with the requirements of Section 3-54-1, NMSA, 1978, as amended, and that it has authorization to sell property pursuant to the Hobbs Municipal Code, as amended.

The Buyer states that pursuant to NMSA 1978, Section 14-13-4(F), the buyer waives the disclosure requirements set out by NMSA 1978, Section 47-13-4, et seq.

14. Governing Laws.

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.

15. Termination.

This agreement shall be terminated on the closing date for sale of property. All of the City's warranties, representations, certifications, and agreements contained herein shall be and remain true at the time of closing.

16. Conditions For Completing The Purchase.

The following actions must occur and be performed prior to Purchaser satisfactorily closing on the Property:

A. The City Commission must have approved the necessary Ordinance for the Sale of the Property, subject only to the referendum election issue as specified in 3-54-1 et. seq., NMSA, as amended.

B. There shall be no material adverse change in the condition of the Property as of closing.

C. The representations and warranties contained in this Agreement are true and correct as of the date of closing.

17. Representations and Certifications Made By The City As A Part Of This Agreement.

The City represents and warrants to the Purchaser that the following shall be true and correct, as of the date hereof and as of the date of closing:

- A. The City owns title to the Property subject only to easements, restrictions and reservations of record.
- B. There are no public improvements which have been commenced or completed for which special real property tax assessments may be or have been levied against the Property.
- C. There are no known existing violations of applicable law with respect to the Property.
- D. There is no litigation pending or threatened against the Property which might result in a lien on the Property, or might interfere with the City's ability to sell or convey the Property, or which might have a material adverse change upon the Property.
- E. The execution and delivery of the Purchase Agreement and closing of the sale by the City will not result in the breach of any agreement, decree or order to which the City is a party or by which the Property is bound.
- F. There are no condemnation proceedings pending or threatened with respect to all or any portion of the Property.
- G. The City is not a party to any contracts relating to the Property, except for this Agreement.

18. Time of Essence.

Time is declared to be of the essence of this Agreement.

19. Additional Documents.

The parties agree to execute further documents as may be reasonably required to effectuate the purchase and sale of the Property as provided by this Agreement.

20. Entire Document.

This instrument constitutes the entire agreement between the City and the Purchaser, and there are no agreements, understandings, warranties, or representations between the Purchaser and the City except as set forth herein. This Agreement cannot be amended except in writing executed by the Purchaser and the City.

Done and approved on the date first written above.

THE CITY OF HOBBS

PURCHASER

Troy Hudson

Mayor Sam Cobb

Melissa Hudson

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Efren Cortez, City Attorney



RELATED PARTY DISCLOSURE FORM

1. Are you indebted to or have a receivable from any member of the City of Hobbs Commission, administration officials, department heads, and key management supervisors with the City of Hobbs?

YES ___ NO ___

2. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?

YES ___ NO ___

3. Are you related to any member of the City of Hobbs Commission, administration officials, department heads, key management supervisors of the City of Hobbs?

YES ___ NO ___

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature _____ Date _____

(Print Name): _____



RELATED PARTY DISCLOSURE FORM

1. Are you indebted to or have a receivable from any member of the City of Hobbs Commission, administration officials, department heads, and key management supervisors with the City of Hobbs?

YES ___ NO ___

2. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?

YES ___ NO ___

3. Are you related to any member of the City of Hobbs Commission, administration officials, department heads, key management supervisors of the City of Hobbs?

YES ___ NO ___

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature _____ Date _____

(Print Name): _____



MARQUIS

BRADLEY

CORDOBA

LOVINGTON

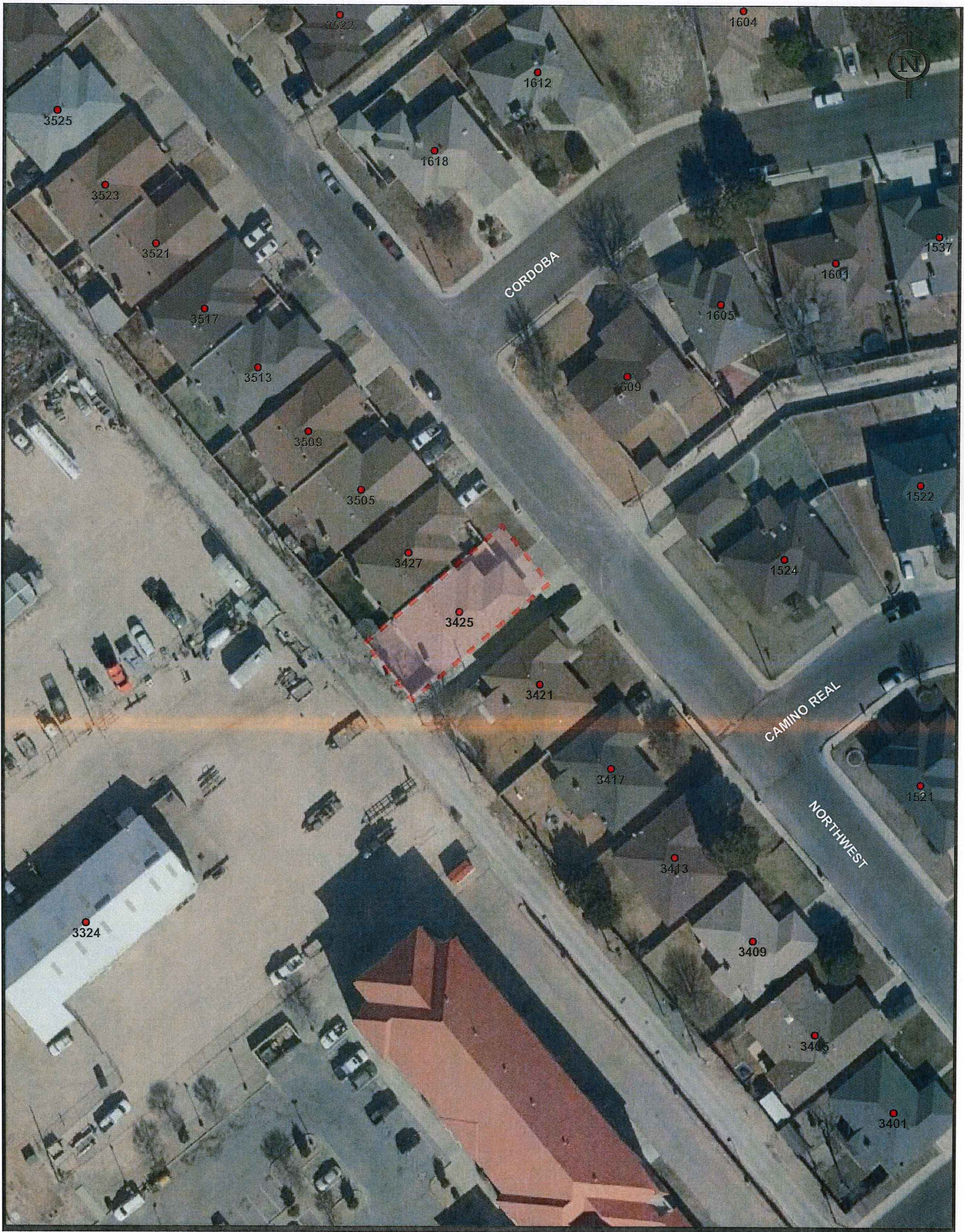
NORTHWEST

CAMINO REAL

CAPROCK

INDUSTRIAL

COMMERCE



CORDOBA

CAMINO REAL
NORTHWEST

3522

1604

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3427

3425

3421

1521

3417

1521

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3409

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3401



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 5, 2020

SUBJECT: Resolution Authorizing a Memorandum of Agreement with the New Mexico Department of Transportation for Public Transportation for FFY 20-21

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 28, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The attached Memorandum of Agreement is for continued operation of Public Transportation Services for Hobbs Express for the Federal FY 20-21 beginning October 1, 2020, through September 30, 2021.

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

<i>City of Hobbs</i>	Total	Federal	Local
Administration (100%) CARES	\$ 92,280.72	\$ 92,280.72	\$ 0.00
Operating (50/50) Section 5311	\$ 23,946.00	\$ 11,973.00	\$ 11,973.00
Operating (100%) CARES	\$ 765,246.00	\$ 765,246.00	\$ 0.00
Capital to Sub-Recipient (80/20) Section 5339	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ADMIN, OPER AND CAPITAL	\$ 881,472.72	\$ 869,499.72	\$ 11,973.00

The overall total Federal grant award is \$881,472.72. Under normal circumstances, the City's local match for FFY 20-21 would have been \$413,052.14. Due to CARES Act Funding, this amount has been reduced to \$11,973.00. This will result in additional revenue to the City of **\$401,079.14**.

Fiscal Impact:

Reviewed By: 

Finance Department

The City's FY 20-21 Budget approved by DFA includes \$1,141,067.02 for personnel, operating and capital expenditures. The total grant revenue and fares for FY 20-21 are projected at \$1,480,066.38 which includes carryover revenue due to the fiscal year timing differences.

Attachments:

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

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6977

**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT
WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)
FOR FEDERAL FY 20-21 FOR PUBLIC TRANSPORTATION SERVICES**

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

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

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

PASSED, ADOPTED AND APPROVED this 5th day of October, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

FISCAL YEAR 2021 (FY 21)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF HOBBS

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

RECITALS

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

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5311 and 49 U.S.C. Section 5339 Programs collectively referred to herein as the Program;

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

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

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

1. Scope of Program.

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Capital Equipment.** The Subrecipient agrees that any capital equipment, purchased under this Agreement, shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in writing, five (5) business days of such event, and shall return the Program equipment in accordance with *Section 15. Use of Program Equipment*.
- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subrecipient must notify and seek approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Notice must be in writing via email five (5) business days prior to the reduction or elimination services. Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which must be approved by the Subrecipient's governing body, shall be stated in the approved Operations Profile. The Department must also approve all fare schedules in writing.

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

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile from October 1, 2020 to September 30, 2021 in an amount described below:

Subaward FY 21

City of Hobbs	Total	Federal	Local
Administrative (100%) CARES	\$ 92,280.72	\$ 92,280.72	
Operating (50/50) Section 5311	\$ 23,946.00	\$ 11,973.00	\$ 11,973.00
Operating (100%) CARES	\$ 765,246.00	\$ 765,246.00	\$ -
Capital to Sub-recipient (80/20) Section 5339	\$ -	\$ -	\$ -
Total Administrative, Operating and Capital	\$ 881,472.72	\$ 869,499.72	\$ 11,973.00

Vehicle purchases must be under contract with a vendor by March 31, 2021, with a copy of the signed buyer’s order contract provided to the Department. Vehicle purchase funds that are not obligated by contract by March 31, 2021, may revert to the Department.

This program is funded with grants provided by the FTA Section 5311 Rural Transit Funds, Catalog of Federal Domestic Assistance number 20.509, and FTA Section 5339(a) Buses and Bus Facilities Formula, Catalog of Federal Domestic Assistance number 20.526. (See **Attachment A.**) The Department’s share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

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

Subrecipients that receive administration and/or operating assistance are to submit Budget Summary Reports on a monthly basis, to be received by the Department by the 25th day of the following month. These invoices shall be submitted electronically to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. Accurate service data shall be submitted with each monthly invoice. The Department may withhold payment of monthly invoices that are incorrect and/or incomplete.

4. Eligible Costs.

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within sixty (60) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program.
- D. The Subrecipient's twenty percent (20%) match for capital expenses shall be provided in cash from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

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

6. Term.

This Agreement becomes effective upon the signature of all parties or on October 1, 2020, whichever is later. The effective date is the date the last party signed the Agreement on the signature page below. All costs incurred under this agreement from October 1, 2020 to September 30, 2021 may be reimbursed.

7. Termination for Cause.

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

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

8. Appropriations.

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

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

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

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j)(1) as amended by Moving Ahead for Progress in the 21st Century (MAP-21), Fixing America's Surface Transportation Act (FAST Act).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

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

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

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

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

15. Use of Program Equipment.

- A. A Program Vehicle Inventory must be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Post Delivery Inspection forms shall be completed before the vehicle is placed into service. The forms shall be uploaded to the corresponding vehicle inventory in BlackCat. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.
- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and defect maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major defect maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle must contain a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Facilities Inventory must be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.
- G. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and defect maintenance, warranty tracking and claims recovery, and recall notification and follow-up.

- H. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- I. Failure to use the equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- J. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, insurance claims, shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- K. All program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- L. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. Subrecipient may also contact the Department to obtain specific disposition instructions.
- M. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- N. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the Straight Line Depreciation method.
- O. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

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

17. School Bus Requirements.

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

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Typical Characteristics		Minimum Life (either years or miles)	
	Approx. GVW	Average Cost	Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	\$325,000 to over \$600,000	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	\$75,000 to \$175,000	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	\$50,000 to \$65,000	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	\$30,000 to \$40,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

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

20. Operation Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** The Subrecipient shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month.
- B. **Quarterly Vehicle/Facility Reporting.** The Program Vehicle/Facilities Inventory shall be reported and updated within the BlackCat as changes to the vehicle/facilities inventory occur.
- C. **Drug and Alcohol Quarterly Testing Report.** The Subrecipient will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Reports are due January 10, April 10, July 10, and October 10 respectively.
- D. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** The Subrecipient will submit to the Department a semi-annual DBE Report due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- E. **National Transit Database (NTD) Rural Report.** The Subrecipient will submit to the Department an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15. New and updated regulations require transit agencies reporting to the NTD to include condition information on assets reported to the database.
- F. **Drug and Alcohol Management Information System (MIS) Data.** The Subrecipient will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the Department before March 1 of each year.

- G. **Drug and Alcohol Compliance Review/Report.** The Subrecipient will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will implement corrective actions, including supportive documentation, for all deficiencies cited in the final report and respond to all recommendations within ninety (90) days of the report's issuance.
- H. **Technical Assistance and Compliance Review/Report.** The Subrecipient will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will implement corrective actions, including supportive documentation, for all deficiencies cited in the final report and respond to all recommendations in the final report within ninety (90) days of the report's issuance.
- I. **Transit Asset Management (TAM) Reporting.** The Subrecipient will participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants must sign a TAM Plan Approval Statement. The group plan is implemented over a four-year time horizon, beginning October 1, 2019. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

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

22. Access to Records.

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

23. Audit.

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*. The Subrecipient, prior to initiation of the audit, shall seek written approval from the Department of the auditing firm. The Subrecipient agrees to provide the Department with a copy of the audit report concerning any portion of the Agreement period as soon as it is released, but in no case later than six (6) months following the close of the local fiscal year. Audit costs are an eligible administrative expense. Should the Subrecipient fail to produce the annual audit, the Department may, at its option, commission such an audit payable out of Program Funds.

24. Audit Exceptions.

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

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

25. Third Party Beneficiaries.

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

26. Contracting and Assignment.

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

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

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

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in the following programs, by an approved contractor: first aid, cardiopulmonary resuscitation (CPR), blood borne pathogens, defensive driving, crisis management, and passenger safety, sensitivity and wheelchair securement. All new drivers must be trained and certified in the above listed areas within six (6) months of their date of hire. For the first aid, blood borne pathogens, defensive driving, crisis management, and passenger safety, sensitivity and wheelchair securement training, the drivers must be recertified every three (3) years. For the cardiopulmonary resuscitation (CPR) training, the drivers must be recertified every two (2) years. All full time, part time, substitute/fill-in, or volunteer vehicle operators shall have in their possession valid certifications (driver's license) while operating a public transportation vehicle.

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

28. No Federal Government Obligation to Third Parties.

A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.

B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval, a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.
- F. The Subrecipient will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the Department before March 1 of each year.
- G. The Subrecipient will submit a Quarterly Testing Report in BlackCat for each quarter of the calendar year. Reports are due January 10, April 10, July 10, and October 10, respectively.
- H. The Subrecipient will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will implement corrective actions, including supportive documentation, for all deficiencies cited in the final report and respond to all recommendations within ninety (90) days of the report's issuance.

30. Labor Warranty.

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

31. Transit Employee Protection Guidelines.

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

32. Civil Rights Laws and Regulations Compliance.

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

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.

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

1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

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

D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

33. DBE Policy.

A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2021 fiscal year is 1.59%, through race-neutral means.

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

C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance

with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

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

34. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

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

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

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

36. Lobbying.

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

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

37. Officials Not to Benefit.

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

38. Clean Water and Air Requirements.

A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$100,000.00 and financed in whole or in part with federal assistance provided by the FTA.

39. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this

offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

40. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the Department so that it can notify the Federal Government. The Subrecipient must include a similar notification requirement in its third-party agreements and must require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

41. Central Contractor Registration Requirements.

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

42. Federal Grant Reporting Requirements.

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

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

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique identifier—DUNS—of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

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

43. Severability.

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

44. Scope of Agreement.

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

45. Applicable Law and Venue; Federal Changes.

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

46. Incorporation of FTA Terms.

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

47. Amendment.

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

The remainder of this page is intentionally left blank.

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

New Mexico Department of Transportation

CITY OF HOBBS


Justin Reese (Sep 22, 2020 14:28 MDT)

Sep 22, 2020

Michael Sandoval, NMDOT Cabinet Secretary or Designate

Signature

Name/Title (please print)

Date

Date

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



Sep 22, 2020

NMDOT Assistant General Counsel

Date


5311 FY 21 MOA - CITY OF HOBBS

Final Audit Report

2020-09-22

Created:	2020-09-22
By:	Deborah Bach (deborah.bach@state.nm.us)
Status:	Signed
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-  Document created by Deborah Bach (deborah.bach@state.nm.us)
2020-09-22 - 7:00:48 PM GMT- IP address: 73.98.2.198
-  Document emailed to John Newell (johnp.newell@state.nm.us) for signature
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-  Document e-signed by John Newell (johnp.newell@state.nm.us)
Signature Date: 2020-09-22 - 8:23:25 PM GMT - Time Source: server- IP address: 174.28.230.238
-  Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature
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-  Email viewed by Justin Reese (Justin.Reese@state.nm.us)
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-  Document e-signed by Justin Reese (Justin.Reese@state.nm.us)
Signature Date: 2020-09-22 - 8:28:17 PM GMT - Time Source: server- IP address: 75.161.194.166
-  Agreement completed.
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ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Hobbs, City of
(ii) Subrecipient's unique entity identifier (DUNS);	079339222
(iii) Federal Award Identification Number (FAIN);	NM-2020-005-02
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	7/2/2020
(v) Subaward Period of Performance Start and End Date;	10-01-2020 thru 09-30-2021
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Administrative \$92,280.72 Operating \$765,246.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Administrative \$92,280.72 Operating \$765,246.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Administrative \$92,280.72 Operating \$765,246.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY20 Rural CARES Act Funding for FY21 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.509
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Hobbs, City of
(ii) Subrecipient's unique entity identifier (DUNS);	079339222
(iii) Federal Award Identification Number (FAIN);	NM-2020-004-00
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	7/3/2019
(v) Subaward Period of Performance Start and End Date;	10-01-2020 thru 09-30-2021
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Administrative \$0.00 Operating \$11,973.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Administrative \$0.00 Operating \$11,973.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Administrative \$0.00 Operating \$11,973.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY19 5311 Rural Transit Appropriation for FY21 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.509
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

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

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

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEOP), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for CITY OF HOBBS; hereinafter referred to as “Subrecipient.”

I. Definition of Terms

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

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

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

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

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

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

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

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

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

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

III. Nondiscrimination (§26.7)

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

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

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

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

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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

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

V. Quotas (§26.43)

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

VI. DBE Liaison Officer (§26.25)

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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

VII. Federal Financial Assistance Agreement Assurance (§26.13)

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

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

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

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

A. Contract Assurance

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

B. Prompt Payment

Prompt Progress Payment to Subcontractors

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

Prompt Payment of Retainage

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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

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

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

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

IX. Bidders List (§26.11)

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

X. Reporting

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

XI. Incorporation of Agreement

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

Date:
Signature of Subrecipient Official
Phone Number:
Printed Name of Subrecipient Official

LOBBYING CERTIFICATION

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

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
 - (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).

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

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

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

Signature: _____ Date: _____

Printed Name of Signing Official: _____

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

**NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the **CITY OF HOBBS**; hereinafter referred to as “**Subrecipient**” assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

3. As required by 49 CFR § 21.7:
- a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) Subrecipient implements its Award,
 - (2) Subrecipient undertakes property acquisitions, and
 - (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.
 - b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
 - c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
 - d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
 - e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
 - f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
 - g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
 - h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
 - i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

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

Signature: _____ Date: _____

Printed Name of Signing Official: _____