

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

August 20, 2018



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

Monday, August 20, 2018 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Christopher R. Mills
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Dwayne Penick
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the August 6, 2018, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Saturday, August 25, 2018, as "Family Safety Day" (Mary Lyle, Western Heritage Museum)

3. Recognition of Employee Milestone Service Awards for August, 2018:
 - ▶ 5 years - Matthew Trujillo, Hobbs Fire Department
 - ▶ 10 years - Ana Padilla, Senior Center
 - ▶ 15 years - Lisa Evjen, Utilities Department
 - ▶ 15 years - Brenda Taylor, Parks & Recreation Department
 - ▶ 20 years - Keith Akin, Hobbs Fire Department
 - ▶ 30 years - Terry Bowen, General Services Department
4. Recognition of Achievement of Employee Certifications

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

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

5. Consideration of Approval of Memorandum of Agreement Between the City of Hobbs and the Hobbs Municipal Schools in Conjunction with the 21st Century Community Learning Centers Grant Initiative *(Jan Fletcher, City Clerk)*

DISCUSSION

6. Retail Incentive *(Rodger Gray)*

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. Resolution No. 6706 - Authorizing Submission of a Grant Application to the New Mexico Department of Transportation to Provide Funding for Public Transportation for FY 19-20 Under Section 5311 of the Federal Transit Act *(Jan Fletcher, City Clerk)*
8. Consideration of Approval and Authorizing Use of the New Mexico State Contract Agreement No. 60-805-16-14088 with Dustrol, Inc., for Hot In-Place Asphalt Recycling of Various City Streets in the Total Estimated Amount of \$436,712.03 Including GRT *(Anthony Maldonado, General Services Department)*
9. Resolution No. 6707 - Authorizing Budgetary Adjustment #1 for FY 2018-2019 *(Toby Spears, Finance Director)*

10. Resolution No. 6708 - Approving the FY 2020-2024 Infrastructure Capital Improvement Plan (ICIP) (*Manny Gomez, Acting City Manager*)
11. Resolution No. 6709 - Approving and Adopting the Market Rate Multi-Family and Single Family Unit Production Municipal Infrastructure Reimbursement Incentive Program for FY 2019 (*Kevin Robinson, Development Director*)
12. Resolution No. 6710 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single Family Housing (*Kevin Robinson, Development Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

13. Next Meeting Date:

- ▶ City Commission Regular Meeting
Tuesday, September 4, 2018, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 6, 2018

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 1, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of August 6, 2018

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

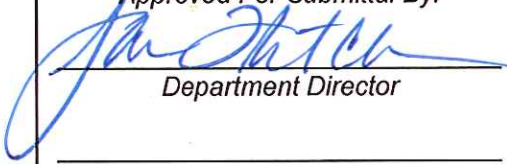
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

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

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, August 6, 2018, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present: Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Chris McCall, Police Chief
Shane Blevins, Police Captain
Brian Dunlap, Deputy Police Chief
Barry Young, Deputy Fire Chief
Todd Randall, City Engineer
Kevin Robinson, Development Director
Tim Woomer, Utilities Director
Ben Maynes, Building Official
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Dalia Conken, Senior Affairs Coordinator
Ron Roberts, Information Technology Director
Toby Spears, Finance Director
Benjamin Harrison, Municipal Judge
Tracy South, Assistant Human Resources Director
Missy Funk, Hobbs Animal Adoption Center Manager
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
24 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Taylor moved that the minutes of the regular meeting and work session held on July 16, 2018, be approved as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Closed Session

The City Commission convened in closed executive session on Monday, August 6, 2018, at 5:00 p.m., for the discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically the following cases: Ellis vs. City of Hobbs; Johnson vs. City of Hobbs; Verret vs. City of Hobbs; Thompson vs. Munro; and Baeza vs. Munro, et al. The matters discussed in the closed meeting were limited only to those specified above. No action was taken during the meeting.

Mayor Cobb requested the following items be removed from the regular agenda as follows:

Resolution No. 6703 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single Family Housing.

Resolution No. 6704 - Approving a Development Agreement with Sombra Homes, LLC, Concerning the Development of Market Rate Single Family Housing.

Resolution No. 6705 - Approving a Development Agreement with Ken Berry Construction Concerning the Development of Market Rate Single Family Housing.

Public Comments

Mr. T. J. Parks, Hobbs Municipal Schools (HMS) Superintendent, expressed appreciation to Commissioner Calderón for his duties outside the realm of being a City Commissioner and a HMS Board Member such as visiting residents in the community to better understand their needs.

Mr. Parks also expressed appreciation to Mayor Cobb for the instrumental relationship the City has with HMS.

Mr. Parks stated he is excited about two programs he is introducing to HMS with the assistance of Mayor Cobb. He stated the first program is High Five which will consist of working with businesses in the community to support their employees in getting their children to school. Mr. Parks explained the importance of school attendance and how

harmful truancy is to children. The second program is building a Career Technical High School for the teens who do not plan to attend college. Mr. Parks stated this will assist teens in building a career in a trade they like and becoming job holding citizens in our community.

Ms. Patty Collins, Hobbs Chamber of Commerce CEO President, encouraged everyone to attend Hobbs August Nites on August 17 and 18, 2018. She reviewed the activities that will take place at the event.

Consent Agenda

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

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

Resolution No. 6689 - Designating Persons Qualified as an Acting Municipal Judge (Bobby Arther) and Setting Forth Compensation for Acting Municipal Judge.

Resolution No. 6690 - Appointing a Voting Delegate and Alternate Delegate for the Annual Conference of the New Mexico Municipal League in Roswell, New Mexico.

Resolution No. 6691 - Authorizing a Special Variance to the City's Noise Ordinance During Hobbs August Nites on August 17-18, 2018.

Resolution No. 6692 - Authorizing a Memorandum of Understanding Between the Hobbs Police Department and the Lea County Sheriff's Department to Share Grant Funding from the 2018 Edward Byrne Memorial Justice Assistance Grant Program.

Resolution No. 6693 - Authorizing the City of Hobbs to Enter into a Contract with the New Mexico Non-Metro Area Agency on Aging for Funding to Provide Meal Services for the Senior Center.

Resolution No. 6694 - Authorizing a Grant Agreement with PetSmart Charities in the Amount of \$10,000.00 for the Hobbs Animal Adoption Center.

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

Discussion

Mr. Kevin Robinson, Development Director, stated the Planning Board selected its Top 10 Projects for the Infrastructure Capital Improvements Plan (ICIP) at its public meeting held on July 31, 2018. He stated each City Commissioner is being asked to assign a ranking of 1 through 10 on each project recommended by the Planning Board with a ranking of 1 being the most important project for the community. Mr. Robinson stated each Commissioner's rankings will be tallied during the public meeting on August 20, 2018, and included in the resolution adopting the 2020-2024 ICIP. The resolution must be submitted to the New Mexico Department of Finance and Administration (DFA) by September 4, 2018.

Mayor Cobb recommended a work session to be scheduled before the August 20, 2018, meeting to discuss the Top 10 Projects for the 2020-2024 ICIP.

Action Items

Mayor Cobb requested all of the eight Public Hearings regarding the applications of Allsup's Convenience Stores at tonight's meeting be heard as one item. Mr. Efen Cortez, City Attorney, stated that would be acceptable as long as there is a separate motion for each Public Hearing Resolution.

Mr. Cortez was appointed as the Hearing Officer. Mr. Cortez asked if anyone was present in opposition of the transfer. There being no response, Ms. Deborah Carr, representative of Allsup's Convenience Stores, Inc., d/b/a Allsup's Convenience Stores, Inc., was sworn as a witness to testify on behalf of Allsup's. She presented testimony in the hearings regarding the applications of transfer of ownership of Liquor Licenses as follows: #4006 located at 2810 North Lovington Highway; #0806 located at 4308 North Grimes; #0394 located at 316 North Marland; #0036 located at 100 East Marland; #1058 located at 3709 North Dal Paso; and, #0885 located at 5312 Lovington Highway, Hobbs, New Mexico.

In response to Mr. Cortez' inquiry, no members of the audience requested to speak in support of the applications or against the applications for transfer of ownership of the above-referenced liquor licenses.

Mr. Cortez recognized Ms. Carr as the representative for Allsup's Convenience Stores, Inc. He stated the State of New Mexico Alcohol and Gaming Division has granted preliminary approval to the application for transfer of ownership of the liquor licenses and a public hearing has to be held within 45 days of receipt of the application on whether or not the proposed transfer of ownership of the license should be granted. Mr. Cortez

further stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. He further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee and a copy of the record must be submitted to the Alcohol and Gaming Division. Ms. Carr stated that Allsup's Convenience Stores, Inc., stated the transfer of stock ownership has become necessary due to the recent death of Mr. Lonnie Allsip. She testified that all the above statements made by Mr. Cortez are true and correct to her knowledge.

PUBLIC HEARING: Resolution No. 6695 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #36 for Transfer of Ownership of Liquor License No. 4006 Located at 2810 North Lovington Highway, Hobbs, New Mexico.

Proper publication having been made, and there being no further discussion, and no comments from the audience, Commissioner Calderón moved that Resolution No. 6695 be adopted approving transfer of ownership of the license as described. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 6696 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #138 for Transfer of Ownership of Liquor License No. 0806 Located at 4308 North Grimes, Hobbs, New Mexico.

Proper publication having been made, and there being no further discussion, and no comments from the audience, Commissioner Calderón moved that Resolution No. 6696 be adopted approving transfer of ownership of the license as described. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 6697 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #142 for Transfer of Ownership of Liquor License No. 0394 Located at 316 North Marland, Hobbs, New Mexico.

Proper publication having been made, and there being no further discussion, and no comments from the audience, Commissioner Calderón moved that Resolution No. 6697 be adopted approving transfer of ownership of the license as described. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills

yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 6698 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #144 for Transfer of Ownership of Liquor License No. 0036 Located at 100 East Marland, Hobbs, New Mexico.

Proper publication having been made, and there being no further discussion, and no comments from the audience, Commissioner Calderón moved that Resolution No. 6698 be adopted approving transfer of ownership of the license as described. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 6699 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #145 for Transfer of Ownership of Liquor License No. 1058 Located at 3709 North Dal Paso, Hobbs, New Mexico.

Proper publication having been made, and there being no further discussion, and no comments from the audience, Commissioner Calderón moved that Resolution No. 6699 be adopted approving transfer of ownership of the license as described. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

PUBLIC HEARING: Resolution No. 6700 - Concerning the Application of Allsup's Convenience Stores, Inc., d/b/a Allsup's #146 for Transfer of Ownership of Liquor License No. 0885 Located at 5312 Lovington Highway, Hobbs, New Mexico.

Proper publication having been made, and there being no further discussion, and no comments from the audience, Commissioner Calderón moved that Resolution No. 6670 be adopted approving transfer of ownership of the license as described. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

Resolution No. 6701 - Authorizing an Amended Professional Services Agreement with the Community Drug Coalition of Lea County for FY 18-19 to Include an Intervention Sentencing Program.

Ms. Kathy Bearden with the Community Drug Coalition of Lea County (CDC) presented a PowerPoint presentation to the Commission. She explained the Intervention Alternate Sentencing Program which will be a cooperative program between the CDC, City of Hobbs Municipal Court, Palmer Drug Abuse Program and Guidance Center of Lea County and other local programs, as needed. Ms. Bearden stated some citizens charged with misdemeanor drug and drug paraphernalia cases may need help with a current or evolving drug issue. She continued to explain the process of the Intervention Alternate Sentencing Program and what the program will provide. Ms. Bearden reviewed the draft budget for the program and is requesting the City to fund a portion of the program in the amount of \$55,000.00.

After a lengthy discussion regarding the operation of the program, Commissioner Penick moved to approve Resolution No. 6701 as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor 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.

Consideration of Approval of Bid No. 1564-18 for the Aerobic Digester Replacement Project and Recommendation to Accept the Base Bid of RMCI, Inc., in the Amount of \$8,982,000.00 Plus NMGRT.

Mr. Tim Woomer, Utilities Director, explained the bid and stated the Aerobic Digester Replacement Project will consist of the construction of new Aerobic Digester Facilities at the City's WWRF. He stated the new facilities will replace the existing aerobic digester system currently operating at the plant. Mr. Woomer further stated the existing aerobic digestion system was constructed in 2007 by re-purposing the old treatment plant's activated aeration basins and secondary clarifiers in order to provide aerobic digestion for the new treatment plant. He stated the re-purposed facilities are structurally failing and operating above capacity at this time. Mr. Woomer stated the life of the project is 30 years but can last as long as 50 years. He stated there will not be a lapse in transitioning to the new facility. Mr. Woomer further stated the facility can be expanded in the future. He stated it is the recommendation of staff to award the bid to RMCI, Inc., who is the lowest bidder, in the amount of \$8,982,000.00 for the base bid.

Following a brief discussion, Commissioner Taylor moved to approve the bid with RMCI, Inc., for the Aerobic Digester Replacement Project in the amount of \$8,982,000.00. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor 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.

Consideration of Approval to Enter Into a GSA Contract with Bohannon Huston for the Purchase of Mobile LiDAR and GIS Data Development Services in the Amount of \$197,587.00 Plus NMGRT.

Mr. Todd Randall, City Engineer, explained the GSA contract and stated the GIS/Mapping Division, in conjunction with the Engineering Department, recommend entering into a GSA agreement with Bohannon & Huston for the procurement of Mobile LiDAR for all City Streets. He stated the project consist of a Mobile LiDAR - point cloud data, GIS feature collection and the final Roadway Elevation Model. Mr. Randall stated the results of this project will be used by the City for improved data terrain model (DTM) and new Drainage Master Plan Staff. The final product will be survey quality and could be used for any future roadway design, investigation of problem areas and provided to the public for any private development adjacent to City Streets. Mr. Randall stated the City Commission approved the Aerial Imagery and LiDAR to generate 1' contours. He stated the overall cost for this project is approximately \$700.00 per linear mile. The total cost for the project is \$197,587.00 plus Gross Receipt Tax (GRT)

Commissioner Mills moved to approve the GSA contract to Bohannon Huston for the purchase of Mobile LiDAR and GIS Data Development Services in the amount of \$197,587.00 plus GRT. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor 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.

Resolution No. 6702 - Approving the Right-of-Way Management Policy, Applications and Setting Permit and License Fees as Per Hobbs Municipal Code 12.01.120.

Mr. Robinson briefly summarized the Right-of-Way Management Policy and stated the Planning Board is recommending its approval to the Commission along with the Right-of-Way Work Permit and the Right-of-Way License Application as well as the fees associated with the policy.

Mayor Cobb stated the new Right-of-Way Management Policy will protect the City's right-of-way and create more revenue for the City.

Commissioner Newman moved to approve Resolution No. 6702 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor 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.

Comments by City Commissioners, City Manager

Commissioner Newman asked Mr. Cortez to introduce the City's new Assistant City Attorney. Mr. Cortez introduced Ms. Valerie Chacon as the new Assistant City Attorney and stated Ms. Chacon will be prosecuting cases in the Hobbs Municipal Court and will be a tremendous asset to the City.

Commissioner Penick thanked everyone for attending tonight's meeting.

Commissioner Taylor thanked the Hobbs Police Department for hosting PACT at Taylor Elementary School. She stated it was a great turnout.

Commissioner Taylor stated she was pleased to learn that Choose Life Church has adopted Murray Elementary School for the school year. She stated the church will provide school supplies to students and teachers and anything else they may need.

Commissioner Taylor also thanked everyone for attending tonight's meeting.

Commissioner Mills stated there are ten viewers who are viewing tonight's meeting.

Commissioner Mills stated the Commission voted in favor of the Intervention Sentencing Program earlier in the meeting and he supports the Program. He stated many lives are affected by drug use and the City needs more treatment options. Commissioner Mills applauded the efforts of everyone involved in fighting the drug problem in the community.

Acting City Manager/Fire Chief Manny Gomez stated Ms. Missy Funk, Hobbs Animal Adoption Center Manager, will be attending an Animal Humane New Mexico Conference in Albuquerque, New Mexico. He stated she will be recognized with an award as the Advocate of the Year.

Acting City Manager/Fire Chief Gomez thanked all of the City Employees for their participation in the Weekend Hunger Initiative Pudding Drive. He stated 4,328 pudding cups were donated by the employees.

Acting City Manager/Fire Chief Gomez reviewed the updated statistics of memberships, participation, and day passes for the CORE. He applauded the CORE staff for all their efforts in making the CORE a success.

Mayor Cobb stated Governor Suzanne Martinez was in Hobbs for a Legislative meeting. He stated a CORE tour was given to her and others participants and they were all very impressed with the facility.

Mayor Cobb stated the next Commission meeting will be held on Monday, August 20, 2018.

Adjournment

Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion the vote was recorded as follows: Newman yes, Mills yes , Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried The motion carried. The meeting adjourned at 7:20 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the health and safety of the community depends on education and awareness about proper safety precautions and crime prevention strategies; and

WHEREAS, crime and the fear of crime destroy our trust in others and in civic institutions threatening the community's health, prosperity, and quality of life; and

WHEREAS, people of all ages must be made aware of what they can do to prevent themselves and their families, neighbors, and coworkers from being harmed; and

WHEREAS, people of all ages must be made aware of the dangers of crime and how they can protect themselves from becoming victims; and

WHEREAS, adults must invest time, resources and policy support in effective prevention and intervention strategies for children; and

WHEREAS, partnering with law enforcement, other government agencies, civic groups, schools, faith communities, business, and individuals will help nurture communal responsibility and instill pride; and

WHEREAS, the Western Heritage Museum and Lea County Cowboy Hall of Fame, as a concerned member of the community, wishes to provide educational tools and programs to promote child safety awareness.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the 25th of August, 2018, as

"FAMILY SAFETY DAY"

and urge all citizens to participate in supporting the efforts and activities of Family Safety Day at the Western Heritage Museum and Lea County Cowboy Hall of Fame to make Hobbs, New Mexico a safer, stronger, more caring community for all our children.

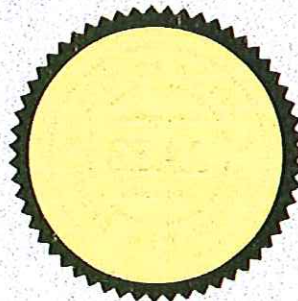
IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of August, 2018, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



August Milestones

30 years

Terry Bowen	General Services	8/8/1988
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20 years

Keith Akin	Fire	8/25/1988
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15 years

Lisa Evjen	Utilities	8/11/2003
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Brenda Taylor	Parks	8/11/2003
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10 years

Ana Padilla	Senior Center	8/11/2008
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5 years

Matthew Trujillo	Fire	8/05/2013
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CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 20, 2018

SUBJECT: Memorandum of Agreement Between the City of Hobbs and the Hobbs Municipal Schools

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 13, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

For the past two years, the City of Hobbs and the Hobbs Municipal Schools have entered into an agreement to work together for the 21st Century Community Learning Centers Grant Initiative. The contract provides for use of the Teen Center as a destination location. It also provides that the City will transport students via Hobbs Express from Will Rogers and Edison Elementary Schools to the Boys & Girls Club. This has been a successful opportunity to work together to provide academic, artistic and cultural enrichment opportunity in order to meet state and local standards in core academic subjects such as reading, math and science for the youth of Hobbs. Both parties recommend continuation of this partnership.

Fiscal Impact:


Reviewed By: 
Finance Department

There is no fiscal impact to the Teen Center. Fares paid to Hobbs Express for public transportation were \$4,430 for the FY 17-18 school year.

Attachments:

Copy of Memorandum of Agreement
Copy of Teen Center Budget and Explanation as a Destination Location

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

THIS AGREEMENT is made and entered into on the 20th day of August, 2018, between the CITY OF HOBBS, NEW MEXICO, a municipal corporation, (hereinafter referred to as "City") and the HOBBS MUNICIPAL SCHOOL DISTRICT, (hereinafter referred to as "School").

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

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

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

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

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

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

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

I.
PURPOSE

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

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

II. DUTIES

A. CITY DUTIES

City will ensure the following duties are met:

1. City will make the Teen Center available as a 21st CCLCG Destination Location during scheduled activities and reasonable times, as determined by the Teen Center Manager, or his designee, for School staff preparation to conduct 21st CCLCG activities. All 21st CCLCG activities and preparation shall be scheduled through the Teen Center Manager, or his designee.
2. City agrees to operate appropriate public transportation services from August 1, 2018, through May 24, 2019, to include the pickup of passengers on high demand routes connected with the 21st CCLCG which are destined as follows:

Will Rogers Elementary School to the Boys & Girls Club
Edison Elementary School to the Boys & Girls Club

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

check students on and off the bus from their home school to the various after school sites.

B. SCHOOL DUTIES

School will ensure the following duties are met:

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

**III.
INDEMNIFICATION**

1. City shall indemnify and hold the School harmless based on any negligent acts of City and/or its employees, Commission and agents in connection with the 21st CCLCG Learning Center activities and City staffing.
2. School agrees to indemnify and hold City harmless based on any negligent acts of School and/or its employees, Board and agents in connection with the 21st CCLCG Learning Center activities and School staffing.

**IV.
INSURANCE**

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

**V.
SOVEREIGN IMMUNITY**

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

**VI.
TERM**

This Agreement shall be in effect from August 1, 2018 until May 24, 2019. The parties may extend this agreement for the 2019-2020 school year, and each school year thereafter in connection with the 21st Century Grant with the parties' mutual agreement and City Commission and School Board approval. Future agreements shall be approved on or before July 31 of each subsequent year.

**VII.
NEW MEXICO DOT VIOLATIONS**

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

**VIII.
MERGER OF AGREEMENT**

The agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

**IX.
THIRD PARTY BENEFICIARIES**

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

**X.
SEVERABILITY**

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

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

THE CITY OF HOBBS, NEW MEXICO

BY: _____
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

EFREN A. CORTEZ, City Attorney

HOBBS MUNICIPAL SCHOOLS

BY: _____
T. J. PARKS,
Superintendent

Teen Center (Destination Location)

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

Other Charges:	
\$4,578	Transportation of students from Heizer, Highland, Houston to Teen Center for after school program on Wednesdays, Field Trips, and Events
\$2,042.00	Site Coordinators (Coordinator will organize and report for the grant purposes – 1 FTE)
\$5,000.00	Sub-Contractors (Scheduled by Site Coordinator) This is a preliminary list and may be subject to change as needed with grant coordinator's approval Rock Band.
TOTAL	\$11,620

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



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 20, 2018

SUBJECT: RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO PROVIDE FUNDING FOR PUBLIC TRANSPORTATION FOR FY 19-20 UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 14, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

- ▶ The City of Hobbs operates the Public Transportation Program known as the "Hobbs Express" under a Section 5311 Grant through the Federal Transit Act (FTA) which is administered by the State of New Mexico, Department of Transportation, (NMDOT), Transit and Rail Division. The program has been in continuous operation under this format since 1989. The grant application requires that each applicant submit a resolution of support from the municipality served by the project which is attached for consideration by the Commission.
- ▶ This is a formulary grant and the FY 19-20 grant is summarized as follows:

	Total	Federal Share	Local Share
Administrative (80/20)	\$ 105,400	\$ 84,320	\$ 21,080
Operating (50/50)	\$ 765,246	\$ 382,623	\$ 382,623
Capital (80/20)	\$ 273,199	\$ 218,559	\$ 54,640
Total	\$ 1,143,845	\$ 685,502	\$ 458,343

Fiscal Impact:


Reviewed By: 
Finance Department

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

Attachments:

- Resolution Authorizing Grant Application under Section 5311 of the FTA
- Summary Page

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director


City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 6706

A RESOLUTION AUTHORIZING THE CITY OF HOBBS
TO SUBMIT A GRANT APPLICATION TO THE NMDOT
FOR PUBLIC TRANSPORTATION FOR FY 19-20
UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT

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

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

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

WHEREAS, the City of Hobbs continues to support the transit program and commits to provide local matching funds in the proposed amount of \$458,343.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to submit a grant application for FTA Section 5311 Rural Transportation Grant Funding for FY 19-20 to the State of New Mexico, Department of Transportation, for operation of the Hobbs Express public transportation program.

PASSED, ADOPTED AND APPROVED this 20th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Application

Application: Section 5311 FY 2020 Application

Application Deadline: 8/31/2018 10:09:00 PM

Organization: City of Hobbs

Year: 2020 **Status:** Not Submitted

[Details](#)

Application Form(s)

Before you can submit this application, you must upload all required documents.

Documents		
	Download - 2020 Application Guide	
	Articles of Incorporation	Re-Upload
	501(C)3 Certification (Required for Non-Profits)	Attach
	SAM.gov Debarment and Suspension Search Verification	Re-Upload
	Current Audit (FY 17)	Re-Upload
	Transit Related Audit Finding Documentation (If Applicable)	Attach
	Historical and Application Year Budget Information	Attach
	Map of Service Area	Re-Upload
	Demographic Information	Re-Upload
	Ridership and Transit System Statistics	Re-Upload
	Civil Rights Complaints/Review Activities Documentation	Attach
	Program Coordination	Re-Upload
	Letter of Resolution of Financial Commitment of Local Match (Include Dollar Amount)	Attach
	Letter of Program Support from Municipality, Board, or Council	Attach
	Copy of Affidavit of Public Notice of Agency Intent to Apply for Federal Funds	Re-Upload
	Published Public Hearing Notice (If Applicable)	Attach
	Affidavit of Publication Hearing Notice (If Applicable)	Attach
	Minutes of Public Hearing (If Applicable)	Attach
	Program Justification	Re-Upload
	Operations Profile	Re-Upload

Optional Required Uploaded Required Incomplete

Project(s)

Attach

Description	Line Item	Year	Description	Net Project Cost
Remove	117900	2020	Project Administration - Project Administration	\$105,400.00
Remove	300901	2020	Operating Assistance up to 50% Federal Share	\$765,246.00
Remove	116203	2020	Acquisition - Radios	\$3,200.00
Remove	114220	2020	Acquisition - Miscellaneous Equipment	\$1,333.00
Remove	111203	2020	Buy Replacement - Bus 30 FT	\$133,000.00
Remove	111203	2020	Buy Replacement - Bus 30 FT	\$133,000.00
Remove	114220	2020	Acquisition - Miscellaneous Equipment	\$1,333.00
Remove	114220	2020	Acquisition - Miscellaneous Equipment	\$1,333.00

Budget Request Summary

Budget Category	Net Project Cost	Total FTA Portion of Net Project Cost (max. allowed)	Total Minimum Required Local Match	Additional Local Funds
Administration Less 20% Local Match	\$105,400.00	\$84,320.00	\$21,080.00	\$0.00
Capital Less 20% Local Match	\$273,199.00	\$218,559.20	\$54,639.80	\$0.00
Operating Less 50% Local Match	\$765,246.00	\$382,623.00	\$382,623.00	\$0.00
Total	\$1,143,845	\$685,502	\$458,343	\$0

Budget Summary

Expense

Supplies

1-11-05	Office Supplies			\$4,000
1-11-10	Furniture and Equipment under \$500			\$0
1-11-20	Janitorial Supplies			\$0
1-11-95	Other			\$0
2-08-05	Shop Supplies			\$3,500
2-08-10	Furniture & Equipment under \$500			\$0
2-08-15	Printing			\$0
2-08-95	Other			\$0

Vehicle Costs

2-11-05	Fuel			\$65,000
2-11-10	License & Fees			\$650
2-11-15	Oil & Lubricants			\$4,500
2-11-20	Replacement Parts			\$12,000
2-11-25	Tires			\$7,500
2-11-30	Vehicle Maintenance			\$16,000
2-11-35	Vehicle Painting			\$0
2-11-40	Vehicle Interior Maintenance			\$0
2-11-45	Freight			\$0
2-11-50	Vehicle Repair			\$0
2-11-95	Other			\$0

Insurance

1-07-05	Buildings and Contents			\$0
1-07-10	General & Employee Liability Insurance			\$0
1-07-15	Surety and Fidelity Bonds			\$0
1-07-20	Claims Deductible			\$0
1-07-25	Vehicle Insurance			\$11,000
1-07-95	Other			\$0

Communications

1-03-05	Fax Machine			\$0
1-03-10	Internet Subscriber Services			\$0
1-03-15	Postage			\$0
1-03-20	Telephone			\$0
1-03-25	Cell Phone			\$0
1-03-30	Radio			\$0
1-03-35	Repeater Fees			\$0
1-03-95	Other			\$0
2-03-05	Cell Phone			\$2,000
2-03-10	Telephone			\$6,696
2-03-15	Radio Repeater			\$0
2-03-20	Mobile Radio			\$0
2-03-25	Radio			\$0
2-03-95	Other			\$0

Occupancy Costs

1-08-05	Office Rent	\$0
1-08-10	Utilities	\$0
1-08-20	Building Maintenance	\$2,000
1-08-95	Other	\$0
2-06-05	Building Maintenance	\$0
2-06-10	Operational Rent	\$0
2-06-15	Utilities	\$25,000
2-06-20	Building Insurance	\$0
2-06-25	Building and Grounds	\$0
2-06-95	Other	\$0
Contractual Services		
1-04-05	Audit	\$0
1-04-10	Advertising	\$15,000
1-04-15	Equipment Rental	\$0
1-04-20	Contractual Services - Other	\$0
1-04-25	Contractual Services - Janitorial	\$0
1-04-95	Other	\$0
2-04-05	Maintenance - Machinery and Equipment	\$0
2-04-10	Equipment Rental	\$0
2-04-15	Contractual Services - Other	\$0
2-04-20	Transit Services	\$0
2-04-30	Indirect Cost Rate	\$0
2-04-95	Other	\$0
Training		
1-12-05	Training	\$0
1-12-95	Other	\$0
2-09-05	Training	\$3,000
2-09-95	Other	\$0
Capital Expenses		
3-01-00	Capital Cost	\$273,199
Fringe Benefits		
1-02-05	FICA	\$0
1-02-10	PERA Retirement	\$0
1-02-15	Health Insurance	\$0
1-02-20	Unemployment Insurance	\$0
1-02-25	Workmen's Compensation	\$0
1-02-30	Other Fringe Benefits	\$0
1-02-95	Other	\$16,000
2-02-05	FICA	\$0
2-02-10	PERA Retirement	\$0
2-02-15	Health Insurance	\$0
2-02-20	Unemployment Insurance	\$0
2-02-25	Worker's Compensation	\$0
2-02-30	Other	\$0
2-02-95	Other	\$235,000
Personnel Costs		
1-09-10	Physicals	\$0
1-09-15	Hepatitis Vaccinations	\$0
1-09-95	Other	\$0
2-07-05	Uniforms	\$4,000
2-07-06	Background Checks	\$0
2-07-10	Hepatitis Vaccinations	\$0

2-07-15	Physicals	\$0
2-07-95	Other	\$0
Dues and Subscriptions		
1-05-05	NMTA	\$500
1-05-10	SWTA	\$400
1-05-15	Transit Publications	\$0
1-05-20	CTAA	\$0
1-05-21	Business Registration Fees	\$0
1-05-95	Other	\$0
Printing/Copying Costs		
1-10-05	Printing	\$3,500
1-10-10	Copying	\$2,000
1-10-95	Other	\$0
Travel		
1-13-05	Mileage	\$0
1-13-10	Public Transport Fares	\$0
1-13-15	Per Diem	\$0
1-13-20	Registration Fees	\$0
1-13-25	Lodging and Meals	\$0
1-13-30	Other	\$0
2-10-05	Mileage	\$0
2-10-10	Public Transport Fares	\$0
2-10-15	Per Diem	\$0
2-10-20	Registration Fees	\$0
2-10-25	Lodging & Meals	\$2,500
2-10-30	Other	\$0
Equipment		
1-06-05	Equipment Lease	\$0
1-06-10	Equipment Repair	\$0
1-06-15	Computer	\$0
1-06-95	Other	\$0
2-05-10	Assigned Vehicle Use	\$0
2-05-15	Equipment Rental	\$0
2-05-95	Other	\$0
Salaries and Wages		
1-01-05	Director	\$31,000
1-01-10	Managers	\$0
1-01-12	Financial Manager	\$0
1-01-15	Clerical Support Staff	\$20,000
1-01-20	Accounting Staff	\$0
1-01-25	Administrative Assistant	\$0
1-01-30	Village Administrator	\$0
1-01-35	CFO	\$0
1-01-40	Salary Adjustments	\$0
1-01-45	Chief Executive Officer	\$0
1-01-50	Transportation Coordinator	\$0
1-01-55	Public Works Director	\$0
1-01-60	Janitor	\$0
1-01-65	Temporary	\$0
1-01-95	Other	\$0
2-01-05	Supervisor	\$60,900
2-01-10	Drivers	\$312,000

2-01-15	Mechanics	\$0
2-01-20	Dispatcher	\$31,000
2-01-25	Janitor	\$9,000
2-01-30	Salary Adjustment	\$0
2-01-35	Overtime	\$0
2-01-40	Mechanic Supervisor	\$0
2-01-45	Auto Parts Clerk	\$0
2-01-50	Maintainer	\$0
2-01-55	Accountant	\$0
2-01-60	Laborer	\$0
2-01-95	Other	\$0

Revenue (Non-Calculated)

Advertising

Advertising	\$0
-------------	-----

Contracting

Contracting	\$0
-------------	-----

Revenue

Passenger Fares

2-11-55	Passenger Fares	\$35,000
---------	-----------------	----------

Total Expenses	\$1,178,845
Total Revenue	\$35,000
Net Project Cost	\$1,143,845

Additional Documents

Document Name:

Select Document

No documents attached.

Comments

Comments	Update By
No records to display.	

Insert

History Log

Status	Comments	Updated By	Date
No records to display.			



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 20, 2018

**SUBJECT: AUTHORIZE THE USE OF NEW MEXICO STATE CONTRACT AGREEMENT WITH DUSTROL, INC.
FOR HOT IN PLACE ASPHALT RECYCLING OF VARIOUS CITY STREETS**

DEPT. OF ORIGIN: General Services
DATE SUBMITTED: 08-14-18
SUBMITTED BY: Anthony Maldonado

Summary:

The NMDOT has a State of New Mexico Purchasing Contract (No. 60-805-16-14088) for Hot In Place Recycling of Asphalt Pavement. The City of Hobbs would like to make a purchase utilizing this agreement and contract Dustrol, Inc. to provide Hot In-Place Recycling. The streets that would be recycled for FY 2019 include: Industrial, Enterprise, Commerce, Jefferson, Brazos, Dalmont, Fowler, McKinley, Houston, Selman, Morris, Dunnam, White, Byers, and Dal Paso

A P.O. for the work will be issued following Commission's approval.

Fiscal Impact:

Reviewed By: 
Finance Department

Estimated P.O. Amount: \$408,858.54
NMGRT: \$ 27,853.49
Estimated Total Cost: \$436,712.03

Budget Number: 1-0423-44901-148

Attachments: Location Map, Cost Estimate, State of New Mexico Price Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Authorize the use of the New Mexico State Contract with Dustrol, Inc.

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. _____

2626 McCormick Ave
 Pueblo, Co 81001

P.O. Box 11450
 Pueblo, Co 81001



719-583-0905
 719-253-7769 Fax

PROPOSAL

To: City of Hobbs
 200 E Broadway
 Hobbs, NM 88240

Phone: 575-441-6154

Bid
 Date: Thursday, July 26, 2018

Re: County: Lea Project No: Asphalt Resurfacing 2018 Hwy No: CS

Quantities and Prices:

Item #	Description	Approx Quantity			Extension
008	HIP - Scarification W/ Curb	125581.00 SY	@	\$2.59 per SY =	\$325,254.79
017	Rejuvenating Agent	104.00 Tons	@	\$500.00 per Tons =	\$52,000.00
021	Urban Traffic Control	156.00 Hours	@	\$200.00 per Hours =	\$31,200.00
030	Mobilization	323.00 Miles	@	\$1.25 per Miles =	\$403.75
	NMGRT @ 6.8125% Lea Co	1.00 Each	@	\$27,853.49 per Each =	\$27,853.49
TOTAL:					\$436,712.03

BELOW INCLUDES SERVICES PROVIDED:

- Heating
- Water Transport (Excludes Water)
- Compaction
- Reguvenating Agent Tanker

IMPORTANT NOTES:

This proposal becomes the prevailing part of the contract.
 This quote shall become an attachment to any subcontract and the terms herein shall supersede any provisions in the subcontract.
 The general contractor agrees to provide a project water source and the water for the HIP operation.

Upon completion of the designated section of the work, Dustrol, Inc. shall be relieved of all liability for the work, and protection of the work shall be assumed by others. Insurance and indemnification provided by Dustrol, Inc. shall be limited to this condition.

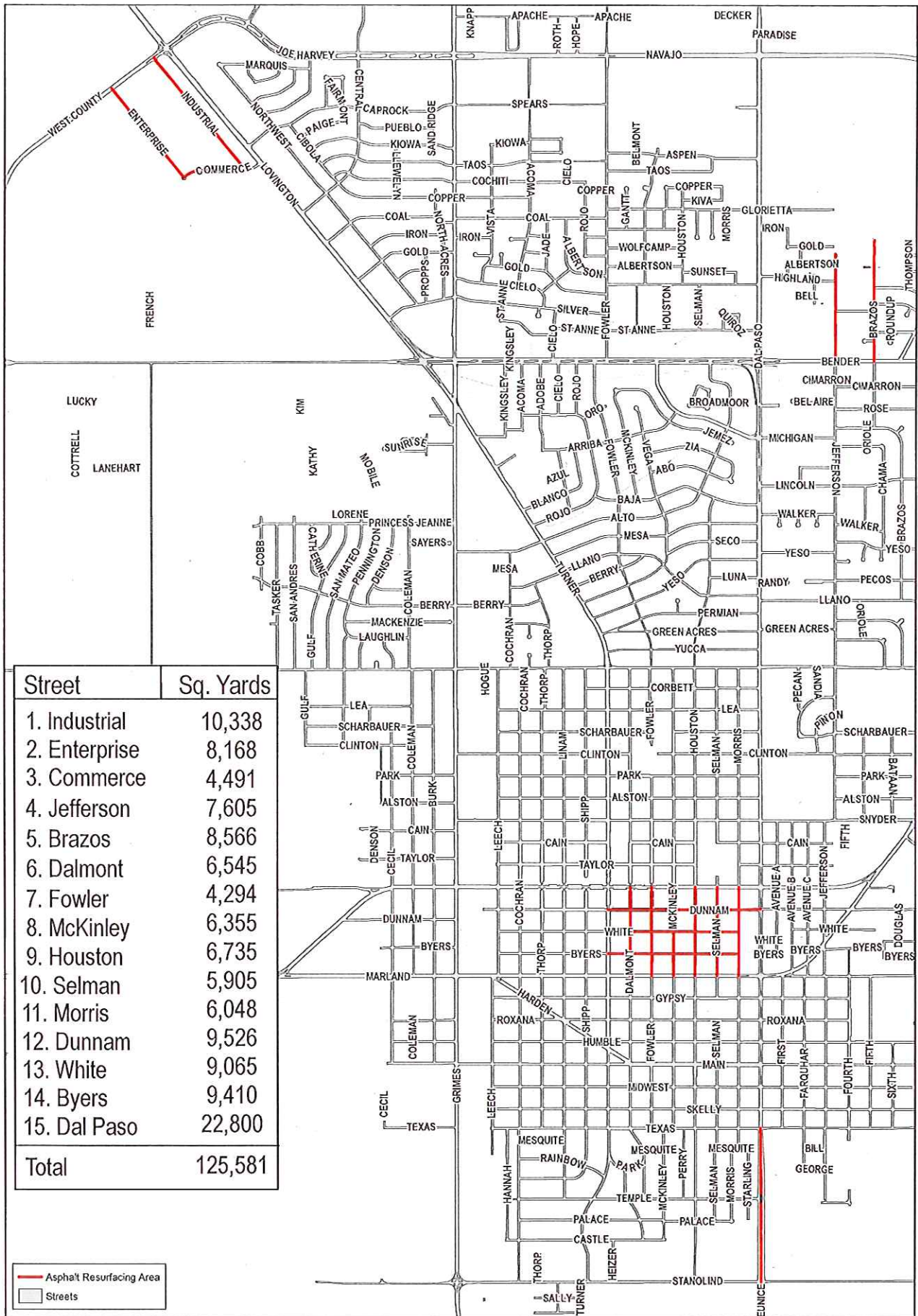
If you have any questions or require additional information, please contact myself, Billy Holder, or Stoney Morlan.

Sincerely,

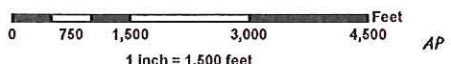
William Morlan
 Western Division Manager

Company: _____
 Accepted By: _____
 Signature: _____
 Title: _____
 Date: _____

Asphalt Resurfacing Area Map



Street	Sq. Yards
1. Industrial	10,338
2. Enterprise	8,168
3. Commerce	4,491
4. Jefferson	7,605
5. Brazos	8,566
6. Dalmont	6,545
7. Fowler	4,294
8. McKinley	6,355
9. Houston	6,735
10. Selman	5,905
11. Morris	6,048
12. Dunnam	9,526
13. White	9,065
14. Byers	9,410
15. Dal Paso	22,800
Total	125,581



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.



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
(AA) 0000018177
Dustrol, Inc.
PO Box 11450
Pueblo, CO 81001

Telephone No. (719) 583-0905

Price Agreement Number: 60-805-16-14088

Price Agreement Amendment No.: Two

Term: March 22, 2016 – March 21, 2019

Ship To:
New Mexico Department of Transportation
(Various Locations)

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Invoice:
New Mexico Department of Transportation
(Various Locations)

For questions regarding this Price Agreement please contact:
Angela Martinez (505) 827-5127

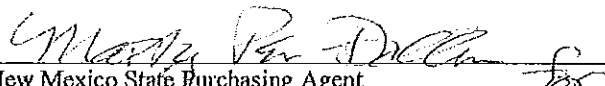
Title: Hot In Place Recycling of Asphalt Pavement

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2018 to March 21, 2019 at the same price, terms and conditions for Vendor (AA) Dustrol, Inc. *This Price Agreement was not extended for Vendor (AB) Paveover Inc.*

Except as modified by this amendment; the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent
ML

Date: 01/30/18



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
2 Vendors

Telephone No.:

Price Agreement Number: 60-805-16-14088

Price Agreement Amendment No.: One

Term: March 22, 2016-March 21, 2018

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554


Title: **Hot In Place Recycling of Asphalt Pavement**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2017 to March 21, 2018 at the same price, terms and conditions.

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 1/25/17



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
2 Vendors (See page seven)

Telephone No.:

Price Agreement Number: 60-805-16-14088

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Eric Sanchez

Telephone No.: 505-827-0554

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
 Angela Martinez 505-827-5127

Title: Hot In Place Recycling of Asphalt Pavement

Term: March 22, 2016-March 21, 2017

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/22/16

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Terms and Conditions
(Unless otherwise specified)

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

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

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

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

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

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

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

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

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

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

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New Mexico Pay Equity Initiative

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

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

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

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

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Department Price Agreement

Article I – Statement of Work

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

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

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

Article II –Term

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

Article III –Specifications

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

Article IV – Shipping and Billing Instructions

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

Article V - Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

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

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000018177
Dustrol, Inc.
PO Box 11450
Pueblo, CO 81001
719-583-0905

(AB) 0000052701
Paveover Inc.
6151 Hanover Rd. NE
Albuquerque, NM 87121
505-839-1000

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Establish a Price Agreement for Hot In Place Recycling of Asphalt Pavements for the New Mexico Department of Transportation. This work consists of Hot In-Place Recycling of the existing asphalt pavement to the depth specified by the District Engineer or their designee utilizing a multi-step process of cleaning, heating, milling, adding rejuvenating agent as specified, adding virgin hot mix asphalt (HMA) as specified, remixing, spreading, leveling and compacting the material. This Price Agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Price Agreement, the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications. They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/en/PSE.html> and they are available for purchase at the General Office Financial Control Office contact (505) 827-5338.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item to be awarded.

Terms of Price Agreement:

The term of this agreement shall be for one year from date of award with an option to extend for up to three (3) additional one year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond and a payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the New Mexico Department of Transportation for losses and damages sustained by reason of default by vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by users.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or

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specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

State Compensation

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The New Mexico Department of Transportation shall provide direction regarding the performance required by this Price Agreement.

Vendor is requested to indicate their Federal Tax ID Number, New Mexico Gross Receipts or Social Security Number _____.

Bid Review:

The New Mexico Department of Transportation shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the Price Agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

Method of Award:

Method of award shall be to multiple vendors statewide.

For a bid to be considered for award prices must be submitted for all items. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award.

This Price Agreement may be awarded to one or more vendors, but not to exceed three vendors.

Utilization of Vendors:

The following procedure for the utilization of vendors shall be used on multiple source Price Agreements.

1. The selection of a vendor from a multiple source Price Agreement to complete a project shall be based on the purchase order.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the New Mexico Department of Transportation and able to meet all project delivery requirements including project schedule. A vendor **not** offering the lowest cost to the New Mexico Department of Transportation can be used for the specific project if the vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

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Public Works minimum Wage Act:

This is a Public Works Contract subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Work Force Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this Price Agreement.

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of NMDWS, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the User Agency. The Wage Rate Decision number can be obtained by completing and submitting the New Mexico Department of Work Force Solutions, Public Works request for a Wage Rate Decision form, available at:

<https://nm4myui.dws.state.nm.us/WageRateRequestWeb/WageRateRequestForm.aspx>

The Contractor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price 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 price agreement.

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Insurance Requirements:

The Contractor shall procure and maintain at the Contractor's expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or

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destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- (B) **Worker's Compensation Insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the New Mexico Department of Transportation thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The New Mexico Department of Transportation shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The New Mexico Department of Transportation will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

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- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the New Mexico Department of Transportation, form and types of Bailee Insurance such as, but not limited to, Builder's Risk Insurance, Contractor's Equipment Insurance, Rigger's Liability Property Insurance, etc. In an amount necessary to protect the New Mexico Department of Transportation against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:
\$2,000,000 each occurrence

Liability and Physical Damage to Property:
\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required.

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any Price Agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

SPECIFICATIONS FOR HOT IN-PLACE RECYCLING OF ASPHALT PAVEMENT:

Section 104 - Scope of Work, Section 105 - Control of Work Section 412 - Hot In-Place Recycling of Asphalt Pavement, (Remixing Method) and Section 423 - Hot Mix Asphalt – Super Pave (QLA and Non QLA) of the New Mexico Department of Transportation Standard specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications shall be an integral part of these specifications.

I. General Conditions:

Operations must be continuous and free from starts and stops. The Contractor shall have available at the job site at all times during operations, equipment capable of extinguishing all fire in emergency situations. The Contractor shall be responsible for all hot and flame damage caused to roadside appurtenances such as shrubs, trees, fences, etc., and shall correct all damage at Contractors own expense.

The Contractor shall not park equipment during nonworking hours inside the highway right-of-way unless it is determined by the District Engineer or their designee that a minimum safe recovery area of thirty (30) feet, as measured from the edge of the roadway, is assured. If the right-of-way does not allow for an adequate recovery area, the Contractor shall be responsible for locating an equipment storage area outside the right-of-way, suitable to the District Engineer or their designee.

All equipment proposed to be used to accomplish the work described here shall be of sufficient size and in good mechanical condition to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no damage to the roadway, adjacent property or other highways will result from its use.

The successful Contractor must have more than one machine available at all times, in order to satisfy different work orders at the same time.

The successful Contractor must be capable of performing work specified at various locations as requested by the user within a minimum of fifteen (15) calendar days after notification.

Failure to perform the work described will result in the State Purchasing Director's Office being notified for the appropriate action to be taken.

II. Temporary Pavement Markings:

The Contractor shall provide and install removable temporary reflectorized tape or reflectorized temporary pavement tab markings. The Contractor shall properly maintain all temporary reflectorized pavement markings for a period of two weeks after placement. The District Engineer or their designee will determine which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operations and shall be immediately tamped after application until it thoroughly adheres to the finished asphalt surface. The Contractor shall remove temporary striping within two (2) weeks of re-establishment of permanent striping or as indicated by the District Engineer or their designee.

III. Special Precautions:

Whenever work is to be done at signalized intersections where wire looped sensors are imbedded into the existing pavement, the traffic engineer of the agency responsible for maintaining the signalized intersection shall be notified in advance to any milling, so that necessary adjustments may be made to the traffic controller.

Arrangements shall be made to replace any wire loop sensors damaged as a result of the Hot In-Place Recycling project.

IV. Method of Measurement and Payment:

Hot in-place recycling shall be measured by the square yard, to include heating and milling of existing pavement, mixing, spreading, leveling and compaction.

Virgin hot mix asphalt will be measured and paid by the ton for the production and placement of mix. High float emulsion, and petroleum resin-oil base rejuvenating agent, as required by Contractors design and approved by the District Engineer or their designee, shall be measured and paid by the ton. Each asphalt binder or emulsion item shall be measured and paid by the ton. Curb line cold milling shall be measured and paid by the square yard-inch to the nearest ¼ inch.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Traffic Control:

The Contractor shall abide with the New Mexico Department of Transportation standard specifications for road and bridge construction, most current edition and special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Payments and Invoicing:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per

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month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Invoice To:

NM Department of Transportation
General Office
P.O. Box 1149
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
P.O. Box 231
Deming, NM88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation
District Three
P.O. Box 91750
Albuquerque, NM 87199-1750

NM Department of Transportation
P.O. Box 10
District Four
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127.

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NM Department of Transportation
District Six
P.O. Box 2159
Milan, NM 87021-2159

Escalation Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

An approved escalation will be evaluated on an ongoing basis by the Department and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the NMDOT State Purchasing Division.

Mobilization:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	15,000	S.Y.	0 - 15,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractors design.	AA)\$5.40 AB)\$8.00
002	35000	S.Y.	15,001 to 35,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design.	AA)\$4.75 AB)\$6.00
003	70,000	S.Y.	35,001 to 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design.	AA)\$4.14 AB)\$5.10
004	140,000	S.Y.	Over 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading, and compaction as per approved Contractor design.	AA)\$3.47 AB)\$3.70
005	15,000	S.Y.	0 to 15,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$6.50 AB)\$11.00
006	35,000	S.Y.	15,001 to 35,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$5.50 AB)\$7.50



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007	70,000	S.Y.	35,001 to 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$4.30 AB)\$5.30
008	140,000	S.Y.	Over 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$3.68 AB)\$4.00
009	5,000	SY-In	0 - 15,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.45 AB)\$0.50
010	20,000	SY-In	15,001-35,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.40 AB)\$0.42
011	45,000	SY-In	35,001-50,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.35 AB)\$0.40
012	50,000	SY-In	Over 50,000 S.Y. range curb line cold milling of HMA surface, 1/4 in increments.	AA)\$0.35 AB)\$0.35
013	15,000	Ton	HMA production and placement as per Contractor design and approved by the District Engineer or their designee.	AA)\$50.00 AB)\$50.00

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014	450	Ton	PG graded asphalt binder as per Contractor design and approved by the District Engineer or their designee	AA)\$475.00 AB)\$550.00
015	450	Ton	High Float Emulsion as per Contractor design and approved by the District Engineer or their designee	AA)\$500.00 AB)\$625.00
016	100	Ton	Hydrated lime for HMA pavement.	AA)\$175.00 AB)\$175.00
017	450	Ton	Rejuvenating Agent, meeting specifications outlined in Section 412.2.1 of Standard Specifications for Highway and Bridge Construction, current edition.	AA)\$500.00 AB)\$625.00
018	300	Hr	Hauling of virgin HMA in three-axle dump trucks.	AA)\$110.00 AB)\$115.00
019	300	Hr	Hauling of virgin HMA in dump trucks w/ pup or tractor with end or belly dumps.	AA)\$120.00 AB)\$110.00
020	400	Yd. Mi.	Hauling of milled material.	AA)\$2.00 AB)\$3.00

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021	320	Hr	Urban traffic control (working hours 9:00am to 3:00pm) to include all signing and traffic channelization devices for adequate handling of traffic.	AA)\$200.00 AB)\$200.00
022	320	Hr	Rural traffic control (for work done outside areas defined in item 20) to include all signing and traffic channelization devices for adequate handling of traffic.	AA)\$175.00 AB)\$175.00
023	320	Hr	Pilot car for traffic control.	AA)\$40.00 AB)\$35.00
024	320	Hr	Sequential flashing arrow road as designated by District Engineer or their designee.	AA)\$10.00 AB)\$8.00
025	10,000	L.F.	Establish temporary centerline striping with reflectorized tape (4in x 4in stripe with 36ft spacing or as designated by the District Engineer or their designee.)	AA)\$1.00 AB)\$1.25
026	5,000	Ea	Establish temporary centerline striping with reflectorized tabs (tabs placed at 30ft spacing or as designated by District Engineer or their designee).	AA)\$1.00 AB)\$0.80
027	10,000	L.F.	Re-establish permanent striping with 4ft x 10ft reflectorized painted markings at 30ft spacing and solid shoulder striping with reflectorized painted markings according to Section 704 of Standard Specifications for Highway and Bridge Construction, current edition.	AA)\$0.80 AB)\$0.65

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028	10,000	L.F.	Removal of temporary stripe- temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as designated by District Engineer or their designee.	AA)\$1.00 AB)\$1.00
029	5,000	Ea	Removal of temporary tab pavement markings to be removed within two (2) weeks of re-establishment of permanent striping as designated by District Engineer or their designee.	AA)\$0.50 AB)\$0.75
030	300	Mile	Mobilization - moving charge for Hot In-Place Recycling from within the State of New Mexico to any destination as requested. No payment will be made for moves less than 25 miles.	AA)\$1.25 AB)\$110.00
031	300	Mile	Mobilization - moving charge for cold milling from within the state of New Mexico to any destination as requested. No payment will be made for moves less than 25 miles.	AA)\$6.00 AB)\$6.00

31 Items Total



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 20, 2018


SUBJECT: Resolution adopting budgetary adjustment #1 for the Fiscal Year 2018-2019
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: August 14, 2018
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution, and reviewed and approved by the Department of Finance & Administration. The budget is prepared prior to the beginning of the fiscal year, and as such, from time to time it becomes necessary to adjust the budget for items not contemplated at the time of its preparation, or for issues that arise during the fiscal year.

Enclosed is a budgetary adjustment #1 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: 

Finance Department

Included in this budget adjustment are increases to expenditure and revenue accounts as well as cash transfers between funds. Total Expenditure increase by \$832,281.62 and total revenues increase by \$553,250.00. Ending cash balance for all funds drops from \$52,041,026.15 to \$51,762,014.53, a net decrease of \$279,011.62

The general fund reserve balance remains at 32%.

Attachments:

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2018-2019

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6707

BUDGETARY ADJUSTMENT #1

FISCAL YEAR 2018-2019

WHEREAS, the fiscal budget for the City of Hobbs is prepared, reviewed and approved prior to the beginning of the fiscal year; and

WHEREAS, from time to time it becomes necessary to adjust the budget due to items not contemplated at the time it is prepared; and

WHEREAS, included in this budgetary adjustment are increases to expenditures in the amount of \$832,281.62, and increases to revenues in the amount of \$553,250.00; and

WHEREAS, the ending cash balance for all funds is 51,762,014.53; and

WHEREAS, the General Fund reserve balance remains at 32%;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced budget adjustments be approved.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY of the City of Hobbs, New Mexico, that the budgetary adjustments be subject to the approval of the Department of Finance and Administration of the State of New Mexico and that a copy of this Resolution be forwarded to their office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED AND APPROVED this 20th day of August, 2018

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs Budget Adjustment Request #1
FY19 Fund Summary**

	Beginning Cash 06/30/2018	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
1 GENERAL	54,640,045.37	60,381,623.15	(8,242,771.66)	80,970,090.31	25,808,806.55
2 LAND ACQUISITIO	326,192.47	100,000.00	-	325,000.00	101,192.47
General Fund Subtotal	54,966,237.84	60,481,623.15	(8,242,771.66)	81,295,090.31	25,909,999.02
11 LOCAL GOV CORR	559,796.11	280,000.00	-	755,540.01	84,256.10
12 POLICE PROTECTI	87,000.00	80,400.00	-	79,800.00	87,600.00
13 P D N (parif, drug,	1,918.75	-	-	-	1,918.75
14 SAFER Grant	1,000.00	409,148.31	110,595.63	519,743.65	1,000.29
15 COPS GRANT	1,000.00	697,584.94	510,095.01	977,947.95	230,732.00
16 RECREATION (COF	75,000.00	8,666,664.78	2,528,905.49	11,195,570.27	75,000.00
17 OLDER AMERICAN	1,000.00	145,647.00	826,241.89	971,888.89	1,000.00
18 GOLF	1,000.00	1,000,700.00	3,152,861.40	4,153,561.40	1,000.00
19 CEMETERY	1,000.00	159,200.00	534,135.51	693,335.51	1,000.00
20 AIRPORT	288,518.33	41,000.00	-	110,716.20	218,802.13
23 LODGERS' TAX	1,382,920.55	1,320,000.12	(874,955.00)	850,000.00	977,965.67
27 PUBLIC TRANSPOR	-	1,070,201.60	319,742.73	1,227,614.33	162,330.00
28 FIRE PROTECTION	444,158.18	405,000.00	-	815,523.00	33,635.18
29 EMER MEDICAL SI	11.27	20,000.00	-	20,000.00	11.27
Special Revenue Subt	2,844,323.19	14,295,546.75	7,107,622.66	22,371,241.21	1,876,251.39
37 COMM DEVE CON	1,000.00	500,000.00	135,149.00	635,149.00	1,000.00
46 BEAUTIFICATION I	1,538,849.89	-	-	402,856.00	1,135,993.89
48 STREET IMPROVEI	2,024,650.68	992,338.00	-	2,210,576.00	806,412.68
49 CITY COMM. IMPI	512,265.22	2,350,000.04	(1,861,265.22)	-	1,001,000.04
Capitol Project Subtot	4,076,765.79	3,842,338.04	(1,726,116.22)	3,248,581.00	2,944,406.61
51 UTILITY BOND	-	-	307,004.58	307,004.58	-
53 WASTEWATER BC	1,989,842.96	-	2,105,209.23	2,105,209.23	1,989,842.96
Debt Service Subtotal	1,989,842.96	-	2,412,213.81	2,412,213.81	1,989,842.96
10 SOLID WASTE	1,975,305.24	6,500,000.00	-	6,500,000.04	1,975,305.20
44 JOINT UTILITY EXT	402,868.75	335,000.00	1,206,326.74	1,943,196.00	999.49
60 JOINT UTILITY	5,554,307.33	-	1,001,123.52	5,672,295.87	883,134.98
61 JOINT UTILITY COI	1,000.00	-	5,347,415.00	5,347,415.00	1,000.00
62 WASTE WATER PL	11,548,869.72	7,563,572.00	2,568,386.88	20,971,834.00	708,994.60
63 JOINT UTILTIY - W	1,000.00	-	2,796,799.35	2,797,799.35	-
65 JOINT UTILTIY INC	1,000.00	6,790,000.08	(6,791,000.08)	-	0.00
66 JOINT UTILITY INC	1,000.00	5,930,000.00	(5,680,000.00)	-	251,000.00
68 METER DEPOSIT R	973,283.94	425,000.04	-	425,000.00	973,283.98
69 INTERNAL SUPPLY	76,262.04	300,000.00	-	300,000.00	76,262.04
Utility Subtotals	20,534,897.02	27,843,572.12	449,051.41	43,957,540.26	4,869,980.29
64 MEDICAL INSURA	3,737,836.73	6,323,720.88	-	6,323,720.88	3,737,836.73
67 WORKERS COMP	1,069,590.48	685,064.36	-	685,064.40	1,069,590.44
Internal Service Subto	4,807,427.21	7,008,785.24	-	7,008,785.28	4,807,427.17
70 MOTOR VEHICLE	22,290.49	4,250,000.00	-	4,250,000.00	22,290.49
71 MUNI JUDGE BON	103,565.84	-	-	-	103,565.84
72 RETIREE HEALTH I	9,000,000.00	1,237,414.32	-	1,237,414.32	9,000,000.00
73 CRIME LAB FUND	72,649.55	121,000.00	-	121,000.00	72,649.55
75 FORECLOSURE TR	71.88	-	-	-	71.88
76 RECREATION TRU	-	-	-	-	-
77 LIBRARY TRUST	5,756.00	1,000.00	-	2,000.00	4,756.00
78 SENIOR CITIZEN T	9,088.18	2,000.00	-	10,000.00	1,088.18
79 PRAIRIE HAVEN M	5,680.71	150.00	-	-	5,830.71
80 COMMUNITY PAR	1,519.50	100.00	-	-	1,619.50
82 EVIDENCE TRUST	131,237.46	1,000.00	-	-	132,237.46
83 HOBBS BEAUTIFU	24,069.53	1,000.00	-	10,000.00	15,069.53
86 CITY AGENCY TRU	4,907.95	1,500.00	-	1,500.00	4,907.95
Trust & Agency Subto	9,380,837.09	5,615,164.32	-	5,631,914.32	9,364,087.09
Grant Total All Funds	98,600,331.10	119,087,029.62	-	165,925,366.19	51,761,994.53
		553,250.00		832,281.62	

32%

Expense:

Fund	Org	Object	Project	Dept	Description	Current Budget	Budget Request	New Budget	Comments
1	010100	44901	00169	Commission	Affordable Housing	835,000.00	(835,000.00)	-	reclass of funds from affordable to market rate housing per commission approval
1	010100	44901	00162	Commission	Mkt Rate (MF Housing)	-	835,000.00	835,000.00	reclass of funds from affordable to market rate housing per commission approval
1	010110	41101		City Manager	Salaries		52,525.20		Change in Salary & Benefits due to position reclass
1	010110	41110		City Manager	Workers Comp		450.26		Change in Salary & Benefits due to position reclass
1	010110	41111		City Manager	FICA		4,018.18		Change in Salary & Benefits due to position reclass
1	010110	41112		City Manager	PERA		7,117.16		Change in Salary & Benefits due to position reclass
1	010110	41113		City Manager	Insurance Med/Den		18,967.74		Change in Salary & Benefits due to position reclass
1	010110	41114		City Manager	Disability Ins		49.75		Change in Salary & Benefits due to position reclass
1	010110	41128		City Manager	FSA Plan		37.50		Change in Salary & Benefits due to position reclass
1	010145	42601			Professional Services		12,000.00	12,000.00	missed FY18 carryover
1	010160	42601		Courts	Professional Services	15,000.00	10,000.00	25,000.00	Additional funding for bailiff
1	010170	41101		Human Resources	Salaries		14,327.04		Change in Salary & Benefits due to position reclass
1	010170	41111		Human Resources	FICA		1,096.02		Change in Salary & Benefits due to position reclass
1	010170	41112		Human Resources	PERA		1,941.31		Change in Salary & Benefits due to position reclass
1	010170	41113		Human Resources	Insurance Med/Den		8,028.09		Change in Salary & Benefits due to position reclass
1	010204	41101		PD Admin	Salaries		13,278.72		Change in Salary & Benefits due to position reclass
1	010204	41111		PD Admin	FICA		1,015.82		Change in Salary & Benefits due to position reclass
1	010204	41112		PD Admin	PERA		1,799.27		Change in Salary & Benefits due to position reclass
1	010221	42201		Emerg Mngt	Utilities	-	3,500.00	3,500.00	missed in prelim budget
1	010221	42202		Emerg Mngt	Communications	-	2,000.00	2,000.00	missed in prelim budget
1	010201	42643		PD Admin	Credit Card Expense	-	750.00	750.00	missed in prelim budget
1	010220	42638	00251	Fire	Restricted Expense - Apache	1,000.00	250.00	1,250.00	Apache Grant over projection
1	010320	41101		Parks	Salaries		186.55		Change in Salary & Benefits due to position reclass
1	010320	41110		Parks	Workers Comp		(1,402.32)		Change in Salary & Benefits due to position reclass
1	010320	41111		Parks	FICA		(76.23)		Change in Salary & Benefits due to position reclass
1	010320	41112		Parks	PERA		25.28		Change in Salary & Benefits due to position reclass
1	010320	41113		Parks	Insurance Med/Den		17,891.02		Change in Salary & Benefits due to position reclass
1	010320	41114		Parks	Disability Ins		67.96		Change in Salary & Benefits due to position reclass
1	010320	41128		Parks	FSA Plan		37.51		Change in Salary & Benefits due to position reclass
1	010330	42241		Recreation	Sales Tax Expense	-	6,000.00	6,000.00	transfer sales tax to expense line
1	010326	41101		Harry McAdams	Salaries		(75,584.60)		Change in Salary & Benefits due to position reclass
1	010326	41106		Harry McAdams	Longevity Pay		(3,612.13)		Change in Salary & Benefits due to position reclass
1	010326	41109		Harry McAdams	PTO Payout		(3,806.35)		Change in Salary & Benefits due to position reclass
1	010326	41110		Harry McAdams	Workers Comp		(1,787.25)		Change in Salary & Benefits due to position reclass
1	010326	41111		Harry McAdams	FICA		(6,431.37)		Change in Salary & Benefits due to position reclass
1	010326	41112		Harry McAdams	PERA		(10,731.16)		Change in Salary & Benefits due to position reclass
1	010326	41113		Harry McAdams	Insurance Med/Den		(18,911.95)		Change in Salary & Benefits due to position reclass
1	010326	41114		Harry McAdams	Disability Ins		(86.06)		Change in Salary & Benefits due to position reclass

BAR #1 Detail

1	010326	41115	Harry McAdams	Bilingual Pay		(1,250.00)		Change in Salary & Benefits due to position reclass
1	010326	41116	Harry McAdams	Cell Phone Stipend		(1,000.13)		Change in Salary & Benefits due to position reclass
1	010332	41101	Teen Center	Salaries		(112,239.40)		Change in Salary & Benefits due to position reclass
1	010332	41110	Teen Center	Workers Comp		(962.15)		Change in Salary & Benefits due to position reclass
1	010332	41111	Teen Center	FICA		(8,586.32)		Change in Salary & Benefits due to position reclass
1	010332	41112	Teen Center	PERA		(15,208.43)		Change in Salary & Benefits due to position reclass
1	010332	41113	Teen Center	Insurance Med/Den		(36,858.76)		Change in Salary & Benefits due to position reclass
1	010332	41114	Teen Center	Disability Ins		(117.71)		Change in Salary & Benefits due to position reclass
1	010332	41128	Teen Center	FSA Plan		(75.00)		Change in Salary & Benefits due to position reclass
1	010335	41101	Pools	Salaries		(49,631.40)		Change in Salary & Benefits due to position reclass
1	010335	41110	Pools	Workers Comp		(425.45)		Change in Salary & Benefits due to position reclass
1	010335	41111	Pools	FICA		(3,796.80)		Change in Salary & Benefits due to position reclass
1	010335	41112	Pools	PERA		(6,725.05)		Change in Salary & Benefits due to position reclass
1	010335	41113	Pools	Insurance Med/Den		(19,656.61)		Change in Salary & Benefits due to position reclass
1	010335	41114	Pools	Disability Ins		(56.45)		Change in Salary & Benefits due to position reclass
1 Total					General Fund	(201,658.70)		
16	164016	42241	CORE	Sales Tax Expense	-	150,000.00	150,000.00	unbudgeted sales tax expense
16	164016	41128	CORE	FSA Expense	-	150.00	150.00	missed in prelim budget
16	164016	42320	CORE	Special Programs Presentation	5,000.00	500.00	5,500.00	account in negative as of July 18
16 Total					CORE	150,650.00		
18	184315	41101	Golf Mtc	Salaries		208,153.40		Change in Salary & Benefits due to position reclass
18	184315	41106	Golf Mtc	Longevity Pay		3,612.13		Change in Salary & Benefits due to position reclass
18	184315	41109	Golf Mtc	PTO Payout		3,806.35		Change in Salary & Benefits due to position reclass
18	184315	41110	Golf Mtc	Workers Comp		4,126.91		Change in Salary & Benefits due to position reclass
18	184315	41111	Golf Mtc	FICA		18,550.28		Change in Salary & Benefits due to position reclass
18	184315	41112	Golf Mtc	PERA		28,694.23		Change in Salary & Benefits due to position reclass
18	184315	41113	Golf Mtc	Insurance Med/Den		38,568.56		Change in Salary & Benefits due to position reclass
18	184315	41114	Golf Mtc	Disability Ins		142.50		Change in Salary & Benefits due to position reclass
18	184315	41115	Golf Mtc	Bilingual Pay		1,250.00		Change in Salary & Benefits due to position reclass
18	184315	41116	Golf Mtc	Cell Phone Stipend		1,000.13		Change in Salary & Benefits due to position reclass
18	184315	41150	Golf Mtc	Seasonal Salaries		24,665.33		Change in Salary & Benefits due to position reclass
18	184316	42241	Golf	Sales Tax Expense	-	46,000.00	46,000.00	transfer sales tax to expense line
18 Total					Golf Mtc	378,569.82		
63	634300	42241	WW Admin	Sales Tax Expense	-	250,000.00	250,000.00	transfer sales tax to expense line
63 Total					WasteWater	250,000.00		
60	604600	42241	Water Admin	Sales Tax Expense	-	250,000.00	250,000.00	transfer sales tax to expense line
60	604610	41101	Water Distrib	Salaries		3,894.80		Change in Salary & Benefits due to position reclass
60	604610	41111	Water Distrib	FICA		297.95		Change in Salary & Benefits due to position reclass
60	604610	41112	Water Distrib	PERA		527.75		Change in Salary & Benefits due to position reclass
60 Total					Water Distrib	254,720.50		
Grand Total						832,281.62		

BAR #1 Detail

Revenue:

Fund	Org	Object	Project	Dept	Description	Current Budget	Budget Request	New Budget	Comments
1	019999	30631	00251	GF Rev	Restricted Donations - Apache	-	(1,250.00)	(1,250.00)	Apache Grant over projecton
1	019999	30310		GF Rev	Gov. Gross Receipts	6,000.00	(6,000.00)	-	transfer sales tax to expense line
1 Total						General Fund	(7,250.00)		
18	189999	30310		Golf Rev	Gov. Gross Receipts	46,000.00	(46,000.00)	-	transfer sales tax to expense line
18 Total						Golf	(46,000.00)		
65	659999	30310		WW Rev	Gov. Gross Receipts	250,000.00	(250,000.00)	-	transfer sales tax to expense line
65 Total						WasteWater	(250,000.00)		
66	669999	30310		Water Rev	Gov. Gross Receipts	250,000.00	(250,000.00)	-	transfer sales tax to expense line
66 Total						Water Distrib	(250,000.00)		
Grand Total							(553,250.00)		

Transfers:

1	019999	GF Transfers	transfer to CORE (16)	25,650.21
1	019999	GF Transfers	transfer to Golf (18)	331,569.82
16	169999	CORE Transfers	transfer from general fund (1)	(25,650.21)
18	189999	Golf Transfers	transfer from general fund (1)	(331,569.82)
63	639999	WW Transfer	Transfer from Wastewater (65)	(250,000.00)
65	659999	WW Transfer	transfer to Wastewater (65)	250,000.00

Salary and Benefit Projection FY19 - BAR #1

Emp #	POSITION	DESCRIPTION	JOB CLASS	GR	LOCAT	PER	FTE %	HOURLY WAGE	YEARLY SALARY	Cola	Merit	Salary + Cola + Merit	Seasonal Salary	Longevity Pay	PTO Payout	Bilingual Incentive	Cell Phone Stipend	Employer FICA	PERA/401A	Medical, Dental, Life Insurance	Workers Comp Insurance	Short Term Disability	FSA Plan Fee	Total Salary & Benefits	Net Change	
												41101	41150	41106	41109	41115	41116	41111	41112	41113	41110	41114	41128			
Change Affecting Golf Course and General Fund (Parks):																										
3516	32602002	MCADAMSPARKMAINTWKR	LT05	LT	326	FN	1.00	\$18.89	\$39,291.20	\$785.82	\$1,178.74	\$41,255.76		780.00	-	1,500.00	600.08	\$ 3,376.39	\$ 5,695.85	7,849.59	975.52	46.99	-	\$62,080.18		
1542	32602004	MCADAMSPARKMAINTWKR	LT05	LT	326	FN	1.00	\$22.64	\$47,091.20	\$941.82	\$1,412.74	\$49,445.76		3,554.56	4,567.62	-	600.08	\$ 4,449.85	\$ 7,181.54	14,844.75	1,169.18	56.29	-	\$85,869.63		
												90,701.52		4,334.56	4,567.62	1,500.00	1,200.16	7,826.25	12,877.39	22,694.34	2,144.70	103.28	-	147,949.81		
												remove 10 months from McAdams (0326)														
												(75,584.60)		(3,612.13)	(3,806.35)	(1,250.00)	(1,000.13)	(6,521.87)	(10,731.16)	(18,911.95)	(1,787.25)	(86.06)	-	(123,291.51)		
3516	32602002	Pesticide Tech	LT04	LT	4315	FN	1.00	\$18.89	\$39,291.20	\$785.82	\$1,178.74	\$41,255.76		780.00	-	1,500.00	600.08	\$ 3,376.39	\$ 5,695.85	7,849.59	975.52	46.99	-	\$62,080.18		
1542	32602004	Tree Tech	LT04	LT	4315	FN	1.00	\$22.64	\$47,091.20	\$941.82	\$1,412.74	\$49,445.76		3,554.56	4,567.62	-	600.08	\$ 4,449.85	\$ 7,181.54	14,844.75	1,169.18	56.29	-	\$85,869.63		
												590,701.52	\$0.00	\$4,334.56	\$4,567.62	\$1,500.00	\$1,200.16	\$7,826.25	\$12,877.39	\$22,694.34	\$2,144.70	\$103.28	\$0.00	\$147,949.81		
												add 10 months to Golf Mtc (4315)														
												\$75,584.60	\$0.00	\$3,612.13	\$3,806.35	\$1,250.00	\$1,000.13	\$6,521.87	\$10,731.16	\$18,911.95	\$1,787.25	\$86.06	\$0.00	\$123,291.51		
5348	33507003	POOL MAINT ATTENDANT	LT06	LT	335	FN	1.00	\$12.57	\$26,145.60	\$522.91	\$784.37	\$27,452.88		-	-	-	-	\$ 2,100.15	\$ 3,719.87	15,738.34	235.33	31.21	-	\$49,277.77		
4411	33003001	AQUATICS/ATHLTCPRGR	PAT7	PAT	335	FN	1.00	\$14.70	\$30,576.00	\$611.52	\$917.28	\$32,104.80		-	-	-	-	\$ 2,456.02	\$ 4,350.20	7,849.59	275.21	36.52	-	\$47,072.34		
												59,557.68		-	-	-	-	4,556.16	8,070.07	23,587.93	510.54	67.73	-	96,350.11		
												remove 10 months from Pools (0335)														
												(49,631.40)		-	-	-	-	(3,796.80)	(6,725.05)	(19,656.61)	(425.45)	(56.44)	-	(80,291.76)		
	33507003	Pesticide Tech	LT04	LT	4315	FN	1.00	\$16.08	\$33,446.40	\$668.93	\$1,003.39	\$35,118.72		-	-	-	-	\$ 2,686.58	\$ 4,758.59	15,738.34	235.33	31.21	-	\$58,568.77		
	33003001	Golf Lead Mtc Worker	LT05	PAT	4315	FN	1.00	\$14.18	\$29,494.40	\$589.89	\$884.83	\$30,969.12		-	-	-	-	\$ 2,369.14	\$ 4,196.32	7,849.59	275.21	36.52	-	\$45,695.89		
												66,087.84		-	-	-	-	5,055.72	8,954.90	23,587.93	510.54	67.73	-	104,264.67		
												add 10 months to Golf Mtc (4315)														
												\$5,411.80		-	-	-	-	4,213.10	7,462.42	19,656.61	425.45	56.44	-	86,887.22		
												Increase for change to positions						416.30	737.36	0.00	-	-	-	6,595.46	6,595.46	
0	431505001	GENERAL LABORER	SEA3	SEA	4315	SE	0.25	\$8.50				\$0.00	\$4,420.00	-	-	-	-	\$ 338.13		-	78.83	-	-	\$4,836.96		
0	431505002	GENERAL LABORER	SEA3	SEA	4315	SE	0.25	\$8.50				\$0.00	\$4,420.00	-	-	-	-	\$ 338.13		-	78.83	-	-	\$4,836.96		
												-	8,840.00	-	-	-	-	676.26	-	-	157.66	-	-	9,673.92		
												10 months at current rate from Golf Mtc (4315)														
												-	(7,366.67)	-	-	-	-	(563.55)	-	-	(131.38)	-	-	(8,061.60)		
0	431505001	Seasonal Golf Mtc Worker	LT06T	SEA	4315	SE	0.75	\$12.32				\$0.00	\$19,219.20	-	-	-	-	\$ 1,470.27		-	78.83	-	-	\$20,768.30		
0	431505002	Seasonal Golf Mtc Worker	LT06T	SEA	4315	SE	0.75	\$12.32				\$0.00	\$19,219.20	-	-	-	-	\$ 1,470.27		-	78.83	-	-	\$20,768.30		
												-	38,438.40	-	-	-	-	2,940.54	-	-	157.66	-	-	41,536.60		
												10 months at new rate to Golf Mtc (4315)														
												-	32,032.00	-	-	-	-	2,450.45	-	-	131.38	-	-	34,613.83		
												Increase for change to position						1,886.90	-	-	-	-	-	26,552.23	26,552.23	
												-	24,665.33	-	-	-	-	1,886.90	-	-	-	-	-	26,552.23		
0	32002003	HORTICULTURIST	LT04	LT	320	FN	1.00	\$16.08	\$33,446.40	\$668.93	\$1,003.39	\$35,118.72		-	-	-	-	\$ 2,686.58	\$ 4,758.59	-	830.41	-	-	\$43,394.29		
0	32008009	PARKS MAINT WORKER	LT06	LT	320	FN	1.00	\$12.32	\$25,625.60	\$512.51	\$768.77	\$26,906.88		-	-	-	-	\$ 2,058.38	\$ 3,645.88	-	636.23	-	-	\$33,247.37		
		UNKNOWN IRRIGATION TECH	LT04	LT	320	FN	1.00	\$14.18	\$29,494.40	\$589.89	\$884.83	\$30,969.12		-	-	-	-	\$ 2,369.14	\$ 4,196.32	-	830.41	-	-	\$38,364.98		
												\$92,994.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,114.10	\$12,600.78	\$0.00	\$2,297.05	\$0.00	\$0.00	\$115,006.65		
												Remove 10 months from Parks (0320)														
												(77,495.60)		-	-	-	-	(5,928.41)	(10,500.65)	-	(1,914.21)	-	-	(95,838.87)		
0	32002003	PESTICIDE TECH	LT04	LT	4315	FN	1.00	\$16.08	\$33,446.40	\$668.93	\$1,003.39	\$35,118.72		-	-	-	-	\$ 2,686.58	\$ 4,758.59	-	830.41	-	-	\$43,394.29		
0	32008009	GOLF MAINTENANCE WORKER	LT06	LT	4315	FN	1.00	\$12.32	\$25,625.60	\$512.51	\$768.77	\$26,906.88		-	-	-	-	\$ 2,058.38	\$ 3,645.88	-	636.23	-	-	\$33,247.37		
		UNKNOWN IRRIGATIN TECH	LT04	LT	4315	FN	1.00	\$14.18	\$29,494.40	\$589.89	\$884.83	\$30,969.12		-	-	-	-	\$ 2,369.14	\$ 4,196.32	-	830.41	-	-	\$38,364.98		
												92,994.72		-	-	-	-	7,114.10	12,600.78	-	2,297.05	-	-	115,006.65		
												add 10 months to Golf Mtc (4315)														
												77,495.60		-	-	-	-	5,928.41	10,500.65	-	1,914.21	-	-	95,838.87		
												Increase for change to positions						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0	32002001	HORTICULTURIST	LT04	LT	320	FN	1.00	\$17.31	\$36,004.80	\$720.10	\$1,080.14	\$37,805.04		-	-	-	-	\$ 2,892.09	\$ 5,122.58	-	893.93	-	-	\$46,713.63		
0	32002001	HORTICULTURE SPECIALIST	LT03	LT	320	FN	1.00	\$17.96	\$37,356.80	\$747.14	\$1,120.70	\$39,224.64		-	-	-	-	\$ 3,000.68	\$ 5,314.94	-	893.93	-	-	\$48,434.19		
												\$1,419.60	\$0.00	\$0.00	\$0.00	\$0.00	\$108.60	\$192.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,720.56		
												Increase for change to Parks position (10 months)						\$90.50	\$160.30	\$0.00	\$0.00	\$0.00	\$0.00	\$1,433.80	\$1,433.80	
												\$1,183.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.50	\$160.30	\$0.00	\$0.00	\$0.00	\$0.00	\$1,433.80		

Salary and Benefit Projection FY19 - BAR #1

Emp #	POSITION	DESCRIPTION	JOB CLASS	GR	OU	LOCAT	PER	FTE %	HOURLY WAGE	YEARLY SALARY	Cola	Merit	Salary + Cola + Merit	Seasonal Salary	Longevity Pay	PTO Payout	Bilingual Incentive	Cell Phone Stipend	Employer FICA	PERA/401A	Medical, Dental, Life Insurance	Workers Comp Insurance	Short Term Disability	FSA Plan Fee	Total Salary & Benefits	Net Change
													41101	41150	41106	41109	41115	41116	41111	41112	41113	41110	41114	41128		

Other Proposed Changes:

Current Position:																											
5643	20405001	RECORDSADMINISTRATOR	OS05	OSS	204	FN	1.00	\$15.91	\$33,092.80	\$661.86	\$992.78	\$34,747.44	-	-	-	-	-	\$ 2,658.18	\$ 4,708.28	8,028.09	107.95	39.65	45.00	\$50,334.59			
New Position:																											
5643	20405001	RECORDSADMINISTRATOR	PAT5	OSS	204	FN	1.00	\$21.99	\$45,739.20	\$914.78	\$1,372.18	\$48,026.16	-	-	-	-	-	\$ 3,674.00	\$ 6,507.54	8,028.09	107.95	39.65	45.00	\$66,428.39			
													\$13,278.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,015.82	\$1,799.27	\$0.00	\$0.00	\$0.00	\$0.00	\$16,093.81	16,093.81	
Current Position:																											
0	17002001	HR ASSISTANT	OS08	OSS	170	FN	1.00	\$11.65	\$24,232.00	\$484.64	\$726.96	\$25,443.60	-	-	-	-	-	\$ 1,946.44	\$ 3,447.61	-	79.05	-	-	\$30,916.69			
New Position:																											
0	17002001	HR Specialist	PAT6	PAT	170	FN	1.00	\$18.21	\$37,876.80	\$757.54	\$1,136.30	\$39,770.64	-	-	-	-	-	\$ 3,042.45	\$ 5,388.92	8,028.09	79.05	-	-	\$56,309.15			
													\$14,327.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,096.02	\$1,941.31	\$8,028.09	\$0.00	\$0.00	\$0.00	\$25,392.46	25,392.46	
Current Position:																											
5049	33205001	ADMIN SERVICE DIR.	PT3X	PAT	332	FX	1.00	\$32.81	\$68,244.80	\$1,364.90	\$2,047.34	\$71,657.04	-	-	-	-	-	\$ 5,481.76	\$ 9,709.53	21,469.22	614.26	81.55	45.00	\$109,058.37			
													\$59,714.20	-	-	-	-	-	\$4,568.14	\$8,091.27	\$17,891.02	\$511.89	\$67.96	\$37.50	\$90,881.98		
New Position:																											
		Parks, Preserve, Open Space																									
33205001		Director	EXE4	EXE	320	FX	1.00	\$42.03	\$87,427.60	\$1,748.55	\$2,622.83	\$91,798.98	-	-	-	-	-	\$ 7,022.62	\$ 12,438.76	21,469.22	614.26	81.55	45.00	\$133,470.40			
													\$76,499.15	-	-	-	-	-	\$5,852.18	\$10,365.63	\$17,891.02	\$511.89	\$67.96	\$37.50	\$111,225.33		
													\$16,784.95	-	-	-	-	-	\$1,284.05	\$2,274.36	\$0.00	-	\$0.00	-	\$20,343.36	20,343.36	
Current Position:																											
4892	33206001	GRANT WRITER/ ADM SE	PT5N	PAT	332	FN	1.00	\$28.86	\$60,028.80	\$1,200.58	\$1,800.86	\$63,030.24	-	-	-	-	-	\$ 4,821.81	\$ 8,540.60	22,761.29	540.31	71.70	45.00	\$99,810.95			
													\$52,525.20	-	-	-	-	-	\$4,018.18	\$7,117.16	\$18,967.74	\$450.26	\$59.75	\$37.50	\$83,175.79		
New Position:																											
4892	33206001	Tourism Development Coordin	PT5N	PAT	110	FN	1.00	\$28.86	\$60,028.80	\$1,200.58	\$1,800.86	\$63,030.24	-	-	-	-	-	\$ 4,821.81	\$ 8,540.60	22,761.29	540.31	71.70	45.00	\$99,810.95			
													\$52,525.20	-	-	-	-	-	\$4,018.18	\$7,117.16	\$18,967.74	\$450.26	\$59.75	\$37.50	\$83,175.79	-	
Current Position:																											
5695	461001001	APPRENTICE PLUMBER	LT04	LT	4610	FN	1.00	\$17.69	\$36,795.20	\$735.90	\$1,103.86	\$38,634.96	-	-	-	-	-	\$ 2,955.57	\$ 5,235.04	96.00	1,211.40	44.20	-	\$48,177.17			
													\$32,195.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,462.98	\$4,362.53	\$80.00	\$1,009.50	\$36.83	\$0.00	\$40,147.64		
New Position:																											
5695	461001001	JOURNEYMAN PLUMBER	LT02	LT	4610	FN	1.00	\$19.83	\$41,246.40	\$824.93	\$1,237.39	\$43,308.72	-	-	-	-	-	\$ 3,313.12	\$ 5,868.33	96.00	1,211.40	44.20	-	\$53,841.77			
													\$36,090.60	-	-	-	-	-	\$2,760.93	\$4,890.28	\$80.00	\$1,009.50	\$36.83	-	\$44,868.14		
													\$3,894.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$297.95	\$527.75	\$0.00	\$0.00	\$0.00	\$0.00	\$4,720.50	\$4,720.50	
																											101,131.62



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 20, 2018

SUBJECT: A RESOLUTION APPROVING THE FY 2020-2024 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 13, 2018
SUBMITTED BY: Manny Gomez, Acting City Manager

Summary: The Fiscal Year 2020-2024 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved at the July 31, 2018 special meeting of the City of Hobbs Planning Board. After review the Board recommended approval by City Commission with unanimous approval.

The City Commission discussed the ICIP during the August 6, 2018 regular meeting. Last year (per Resolution # 6583), the Top 5 Projects were: #1 Sewer Main Replacement Program; #2 WWRF Effluent Reuse Project; #3 Taylor Ranch Improvements; #4 Drainage Master Plan; and #5 New Municipal Detention Facility. The top 5 ICIP priority projects for this year are to be determined during public discussion prior to adoption.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects.

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

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation: Staff recommends approval of the ICIP Plan.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6708

A RESOLUTION APPROVING THE FISCAL YEAR 2020-2024 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

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

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

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

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

WHEREAS, on July 31, 2018, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

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

PASSED, ADOPTED AND APPROVED this 20th day of August, 2018.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**Fiscal Year 2019 – 2023
Local Infrastructure
Capital Improvement Plan
(ICIP)**



City of Hobbs

MAYOR

Sam D. Cobb

CITY COMMISSION

Joseph D. Calderón, Mayor Pro Tem

Marshall Newman

Christopher Mills

Patricia A. Taylor

Roy Dwayne Penick

Don R. Gerth

CITY MANAGER

Manny Gomez



CITY OF HOBBS
2020 - 2024 ICIP Project List
City Commission Recommendations
Top 5 Priority List

- #1**
- #2**
- #3**
- #4**
- #5**

2020-2024 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Marshall R. Newman

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

_____ **Sewer Main Replacement Program**

_____ **WWRF Aerobic Digester Renovation**

_____ **New Municipal Detention Facility**

_____ **Citywide Wireless Internet**

_____ **West College Lane Realignment**

_____ **Drainage Master Plan**

_____ **Community Housing Projects**

_____ **West Bender Widening Project & Drainage**

_____ **West Hobbs Industrial Park**

_____ **Projection of Central west of RR**

_____ **Other**

2020-2024 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Christopher Mills

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

_____ **Sewer Main Replacement Program**

_____ **WWRF Aerobic Digester Renovation**

_____ **New Municipal Detention Facility**

_____ **Citywide Wireless Internet**

_____ **West College Lane Realignment**

_____ **Drainage Master Plan**

_____ **Community Housing Projects**

_____ **West Bender Widening Project & Drainage**

_____ **West Hobbs Industrial Park**

_____ **Projection of Central west of RR**

_____ **Other**

2020-2024 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Patricia A. Taylor

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

_____ **Sewer Main Replacement Program**

_____ **WWRF Aerobic Digester Renovation**

_____ **New Municipal Detention Facility**

_____ **Citywide Wireless Internet**

_____ **West College Lane Realignment**

_____ **Drainage Master Plan**

_____ **Community Housing Projects**

_____ **West Bender Widening Project & Drainage**

_____ **West Hobbs Industrial Park**

_____ **Projection of Central west of RR**

_____ **Other**

2020-2024 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Joseph D. Caderón

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

_____ **Sewer Main Replacement Program**

_____ **WWRF Aerobic Digester Renovation**

_____ **New Municipal Detention Facility**

_____ **Citywide Wireless Internet**

_____ **West College Lane Realignment**

_____ **Drainage Master Plan**

_____ **Community Housing Projects**

_____ **West Bender Widening Project & Drainage**

_____ **West Hobbs Industrial Park**

_____ **Projection of Central west of RR**

_____ **Other**

2020-2024 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Roy Dwayne Penick

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

_____ **Sewer Main Replacement Program**

_____ **WWRF Aerobic Digester Renovation**

_____ **New Municipal Detention Facility**

_____ **Citywide Wireless Internet**

_____ **West College Lane Realignment**

_____ **Drainage Master Plan**

_____ **Community Housing Projects**

_____ **West Bender Widening Project & Drainage**

_____ **West Hobbs Industrial Park**

_____ **Projection of Central west of RR**

_____ **Other**

2020-2024 ICIP Top 10 List
as recommended by
City of Hobbs Planning Board

Commissioner Don R. Gerth

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

_____ **Sewer Main Replacement Program**

_____ **WWRF Aerobic Digester Renovation**

_____ **New Municipal Detention Facility**

_____ **Citywide Wireless Internet**

_____ **West College Lane Realignment**

_____ **Drainage Master Plan**

_____ **Community Housing Projects**

_____ **West Bender Widening Project & Drainage**

_____ **West Hobbs Industrial Park**

_____ **Projection of Central west of RR**

_____ **Other**

**PLANNING BOARD
SPECIAL MEETING MINUTES
July 31, 2018**

The Hobbs Planning Board met on July 31, 2018 at 10:00 a.m. at City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. W.M. "Tres" Hicks Chairman presiding.

Members Present:

W.M. "Tres" Hicks, Chairman
Phillip Ingram
Bill Ramirez
Guy Kesner, Vice Chairman
Larry Sanderson
Brett Drennan

Members Absent:

Also present were members of the public and City staff as follows:

Kevin Robinson, Development Director
Julie Nymeyer, Staff Secretary
Commissioner Penick
Manny Gomez, Acting City Manager
Les Velasquez
Seborn South
Wade Whitehead

Todd Randall, City Engineer
Mayor Sam Cobb
Ron Roberts
Doug McDaniel
Tim Woomer
Shawn Williams

- 1) Call To Order.

Mr. W.M. "Tres" Hicks Chairman called the meeting to order at 10:02 pm.

- 2) Review and Consider Approval of Agenda.

The first item of business was to review and approve the Agenda for the July 31, 2018 meeting. Mr. Hicks asked if there were any changes or additions to the Agenda? Mr. Robinson said there are a lot of people here for item 6 so he thought they should do that item first. Mr. Ramirez made a motion, seconded by Mr. Ingram to approve the agenda as amended. The vote on the motion was 7-0 and the motion carried.

- 3) Review and Consider Approval of Minutes.

July 17, 2018 – Regular Meeting

Mr. Hicks asked if everyone has had a chance to read the Regular Meeting Minutes from July 17, 2018 Regular Meeting. Mr. Hicks said on item 7 it should be added that the motion at the end of item 6 is not necessary if the developer complies with the items above. He said on item 5 Pinon Street was spelled incorrectly. Mr. Ramirez made a motion, seconded by Mr. Ingram to approve the Regular Meeting Minutes as amended. The vote on the motion

was 7-0 and the motion carried.

4) Communications from Citizens.

There were no communications from citizens.

6) Review and Consider Top 10 projects for the FY 2020-2024 Infrastructure Capital Improvement Plan (ICIP).

Mr. Robinson said this item is something that comes before the Board every year. He said this meeting is where the Board is asked to rank the top ten items from the ICIP. He said there are several Departments represented at this meeting. He said there were two projects that were eliminated.

Mr. Randall said the Department Heads met and came up with a summary of the discussions. He said sewer line replacement is number 1 and number 2 the Digester Renovation is partially funded. He said there is some funding for some of these projects. Mr. Robinson said the Citywide Wireless Internet is not free public WIFI for the City of Hobbs it is for the traffic cameras and data and use for HPD.

Mr. Woomer said the Commission entered into a loan for the Aerobic Digester. He said there are also different grants that have been received.

Mr. Kesner asked if there were a lot of grant opportunities for the Sewer Main Replacement? Mr. Woomer said last year they received \$650,000 in legislative funding for that item. He said there are some additional grants they are also trying to get. He said this is an ongoing project for about the last 10 years.

Mr. Ingram asked about the city wireless and how are they handling it now and what issues they may be having with it now. Mr. Les Velasquez said currently there is not enough band width and they would like to increase the band width and go to fiber optics. He said currently they run the data from the traffic signals, video from the video detections, the PTZ cameras and battery backups. Mr. Randall said there are a lot of departments that see the benefits of having a big fiber network that comes back. He said it is much bigger than just the Traffic Department. He said the first phase will bring all the localized traffic signals back to the PD, City Hall and the Traffic Shop. He said the other City offices and Fire Station number 4 would also like these services.

Mayor Sam Cobb said he would like to start at number 10 and go through them and talk about economic development benefits aspect of this. He said he thought it would be beneficial. Mr. Hicks said he agreed. He asked about the FEMA Map update and could it save the residents money? Mr. Randall said the drainage master plan is the first step to get a good document for planning. Mr. Hicks asked what were the budgeted numbers for the drainage master plan? Mr. Randall said there is \$450,000 budgeted currently.

Mr. Hicks then went to the Southeast and Northwest bypass? Mr. Cobb asked why this was still on the list? He said some of the items on the list need to be removed to allow staff to put other items on the list. He asked where the benefit was to the bypass? He said the

original bypass was funded in 1981. Mr. Randall said the southeast bypass was in the original comprehensive plan and originally started with WIPP. He said the city has received some funding and monies were spent on an environmental study and preliminary plans. He said the environmental has not been approved by the Feds because they cannot show it has been fully funded. He said the SE Bypass is stagnate.

Mr. Cobb asked about the NW Bypass and said nothing has been done as far as engineering. Mr. Cobb asked if it still need to be kept as an ICIP Project?. Mr. Robinson said there is a public portion of this and public bodies have abdicated for these projects. Mr. Randall said could this be knocked down on the list and brought back up to year 2024. Mr. Hicks said items move in and out of the list every year.

Mr. Hicks asked about the #1 and 2 projects and asked about the urgency of the digester? Mr. Woomer said this is a primary urgency. He said in 2006 when they planned the new construction of the treatment plant as a cost saving measure they deferred construction of the new aerobic digestion system and repurposed their aerobic digesters and existing secondary clarifiers and made them work knowing they had at least ten years of life out of them. He said it is in infrastructure failure process. He said they have some leakage and pipe chases and are on limited time.

Mr. Hicks asked about W. Bender or Taylor Ranch? Mr. Kesner said he would like to discuss Taylor Ranch. He said he thought at some point it would be beneficial to the city but with the current infrastructure in place with the Parks and Rec Department he thought it needed to be put down on the list and get a true cost of the project. Mr. Cobb said six million dollars is what was put into City Park and that is what you will get for that amount. He said he thinks you have to be realistic in the cost of a park that size and to continue to encumber the money creates budget constraints. Mr. Kesner said he thought in 3 to 5 years it should be reevaluated. He said his recommendation would be to not put the Taylor Ranch Project in the top 10. Mr. Penick said that he concurred with the Mayor and this money could be used elsewhere. Mr. Hicks said he thought they would be better served spending money on things that improve services and ability to grow. Mr. Cobbs said that they needed to look at projects that are going to grow the gross receipts.

Mr. Hicks asked Mr. Randall to discuss the two road projects on W. Bender and W. College Lane realignment. Mr. Randall said College Lane is really a safety issue. He said the city actually purchased the property for the realignment and there is additional property that needs to be acquired. He said since then Fire Station #4 and the Lea County Sheriff's Office and the EOC have been built. He said traffic is increasing and there have been comments as far a safety issue. He said it would realign with Business Park Blvd and possibly in the future become a signalized intersection.

Mr. Ramirez asked about item #3 the Detention Facility. Mr. Dunlap with HPD said the facility is 65 years old and there have been a lot of technology advances. He said a jail requires certification and they adjust to meet that but efficiency of overall operation and safety is a concern. He said they have money in the budget for a consultant to advise them about the size and location of a new facility.

Mr. Hicks said he did not want to minimize the housing but he felt like it is already

subsidized. Mr. Cobb said there is a million dollars encumbered for housing incentives. Mr. Hicks asked if there were any preferences in ordering the top ten differently? Mr. Kesner said he thought the Drainage Master Plan should be number 6 and W. Bender above the Industrial Park because there is already a lot of development on Bender.

After discussion the list was as follows: 1) Sewer Main Replacement; 2) WWRF Aerobic Digester; 3) New Municipal Detention Facility; 4) Citywide Wireless Internet; 5) West College Lane Realignment; 6) Drainage Master Plan; 7) Community Housing Projects; 8) W. Bender Widening; 9) West Hobbs Industrial Park; 10) Projection of Central West of RR.

Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the top 10 list be forwarded to the City Commission. The vote on the motion was 7-0 and the motion carried.

Mr. Drennan left the meeting at 11:38 am.

5) Review and Consider a new ROW Work Permit Policy; setting policy & procedures for the issuance of ROW Work Permits and ROW Licenses.

Mr. Robinson said the information he handed out is the State Statue and it is important because the last direction staff got from the Board is to evaluate and bring back some actual numbers for fees. He said staff made several evaluations, one being Lea County, NM State Land Office, and others. He said Tacoma Washington is taking the assessed land value and said it is not different than what the State Land Department is doing. He said at the end of the day this is the fee's staff came up with. He said there will be a nonlinear above ground occupation and a nonlinear underground occupation. He said there is also a linear and underground and above ground occupation and small wireless facilities.

Mr. Robinson said the order of occupancy has been a topic of discussion. He said number 1 will be public facilities and 2 are the franchisees and 3 are the first occupant license and every subsequent license in that order. Mr. Kesner said there may be 3 infrastructures in an alley and they will all want 3 feet a piece. He said if you add any more infrastructures there will be no more room. He said he thinks because of congestion we should try and make them go aerial. Mr. Robinson said the aerial occupation becomes as problematic. He said they should try to incentivize colocation. Mr. Kesner asked about the areas without alleyways? Mr. Robinson said they assume areas without alleyways there are no aerials only underground.

Mr. Hicks said the numbers seemed kind of expensive to him. Mr. Robinson said they are in line with the county and the others. He said the state said you could charge up to \$250 maximum for each small wireless facility.

Mr. Hicks said he thought the State Land Office was very expensive. Mr. Robinson said they are trying to incentivize the underground. Mr. Kesner said then he would do everything above ground because then you don't have to do ditching or trenching across the roadways and streets. Mr. Robinson said you are saying the cost differential is not enough to be a disincentive for above ground. Mr. Kesner said the upfront capital cost will be tremendous. He said he would rather pay the extra \$19,000 a year and not have the upfront cost. Mr. Hicks agreed with Mr. Kesner on the above ground vs the underground. Mr. Randall said if

they are just talking about Telcom then collocating in an alley would be good but a new line down a street would be different. He said putting in new poles is where they want to disincentivize. Mr. Robinson said the state statute says without the authority's discretionary and written consent a wireless provider shall not install a new utility pole when a right-of-way adjacent to a street or thoroughfare is 50 feet wide or less and adjacent to single family residential lots or other multifamily residences or to undeveloped land designed for residential land. Incentivize.

Mr. Sanderson said the Board is making a recommendation to the Commission? Mr. Hicks said yes. Mr. Sanderson asked if they could attach the recommendation to incorporate the language to the Code? Mr. Robinson said they could do that later. Mr. Hicks said he is sure they can recommend amending the ordinance along with the fees.

Mr. Hicks said he would be in favor of cutting the underground price and raising the overhead price a little to balance it. Mr. Hicks said you could have a different rate for collocated for underground and new above ground. Mr. Kesner said that might help with some of the collocate costs. Mr. Hicks said to say new above ground and collocate above ground will have two different prices with collocated gets a lower rate and new above ground gets a higher rate. Mr. Ramirez said you could do the same with underground. Mr. Robinson said so the rates are non-linear above ground new is \$24 and collocate is \$12 and non-linear underground new is \$12 and collocate is \$6. Linear above ground new is \$1 dollar and collocate is 30 cents and linear underground new is 20 cents and collocate is 10 cents. Mr. Hicks said he would like a motion to make the revised fee table a recommendation to consider amending the ordinance to include the State language on limiting location to the City Commission.

Mr. Sanderson made a motion, seconded by Mr. Kesner to approve the revised fee table and recommendation to consider amending the ordinance to include the State language on limiting location to the City Commission. The vote on the motion was 6-0 and the motion carried.

Mr. Robinson asked if the Board would like to vote on the Officers for the Planning Board. Mr. Sanderson made a motion, seconded by Mr. Ingram to keep Mr. Hicks as Chairman and Mr. Kesner as Vice Chairman of the Planning Board. The vote on the motion was 6-0 and the motion carried.

7) Adjournment.

With nothing further to discuss Mr. Ramirez made a motion, seconded by Mr. Ingram to adjourn the meeting adjourned at 12:37 am.

W.M. "Tres" Hicks, Chairman



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 20, 2018

SUBJECT: RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY AND SINGLE FAMILY UNIT PRODUCTION MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE PROGRAM FOR FISCAL YEAR 2019.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 20, 2018
SUBMITTED BY: Manny Gomez – Acting City Manager

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

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

RFP #443-12 incentivizing the production of Market Rate Single Family housing was published on June 5, 2012. The Commission has appropriated \$4,955,805.00 towards MRSF Development Agreements; actual disbursements have totaled \$3,038,870.62 incentivizing the production of 320 units of new single family housing.

Fiscal Impact:

Reviewed By:

Finance Department

Currently in the Final FY19 budget is the following with final carry overs and line item adjustments.

\$763,900 Single Family Housing
\$835,000 Market Rate Housing (provided Commission\DFA Approvals)

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

Attachments: Resolution, Program.

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

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

Approved For Submittal By:

Department Director

City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6709

A RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY AND SINGLE FAMILY UNIT PRODUCTION MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE PROGRAM FOR FISCAL YEAR 2019.

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

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

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

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs hereby approves and adopts the market rate multi-family and single family unit production municipal infrastructure reimbursement incentive program for fiscal year 2019, as attached hereto and made part of this resolution.

PASSED, ADOPTED AND APPROVED this 20th day of August, 2018

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

2019 - Market Rate Multi-Family & Single Family Unit Production

Municipal Infrastructure Reimbursement - Incentive Program

Program Highlights:

1. **Yearly Program Budget:** City Commission will determine funding levels for this program and may increase or decrease levels from time to time.
2. **Development Agreement:** Each encumbrance to the budget will be supported by a Commission approved Development Agreement.
3. **Incentives** are available for public municipal infrastructure only, providing compliance with:
 - a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
 - b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
 - c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
 1. **Water** (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer** (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street** (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk**:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;
4. **Market Rate Single Family Development Agreement:** Development Agreement not to exceed \$100,000.00 nor be less than \$30,000.00, producing no less than 3 units. A Developer holding an active DA shall be required to complete no less than 75% of the DA prior to requesting a new Incentive Development Agreement, failure to deliver 75% of any one DA shall make the Developer ineligible for any future DA. The term for any DA shall be limited to 6 months, unless otherwise approved by the City Commission. All Developers shall attest that no less than 65% of the delivered product was sourced through vendors within Lea County. Funds to be disbursed after issuance of Certificate of Occupancies per unit.
5. **Market Rate Multi-Family Development Agreement:** Development Agreement not to exceed \$250,000.00 nor be less than \$75,000.00. The term for any DA shall be limited to 18 months, unless otherwise approved by the City Commission. All Developers shall attest that no less than 40% of the delivered product was sourced through vendors within Lea County. Funds to be disbursed after issuance of Final Certificate of Occupancy.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 20, 2018

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH GOLD CREEK HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 13, 2018
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Gold Creek Homes has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$100,000.00.

Fiscal Impact:

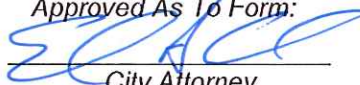
Reviewed By: 
Finance Department

FY19 Budget Available \$763,900.00, subject to DFA approval

Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:


Department Director


City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6710.

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH GOLD CREEK HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Gold Creek Homes concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 20th day of August, 2018.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this ____ day of ____ 2018 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Gold Creek Homes, 801 Briarwood Street, Weatherford, TX 76087, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 180 days of ratification of this agreement, within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

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

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 - 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 - 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage

either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

5) The Developer hereby attests and confirms that no less than 65% of the hard costs for each and every market rate single family housing unit delivered under this agreement was sourced through Lea County vendors.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

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

F. Governing Law and Provisions.

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

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

expenses of in house counsel.

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

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

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

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

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Gold Creek Homes, 801 Briarwood Street, Weatherford, TX 76087 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney