

# 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

**October 1, 2018**



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

**Monday, October 1, 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

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**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](http://www.hobbsnm.org)*

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the September 17, 2018, Regular Commission Meeting

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Proclamation Proclaiming the Week of October 7 - 13, 2018, as "Fire Prevention Week" (Shawn Williams, Fire Marshal)

**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.)

3. Resolution No. 6718 - Authorizing the Cash on Hand and Petty Cash Balances to Reflect the Actual Cash Present at Various Locations Throughout the City (Toby Spears, Finance Director)
4. Resolution No. 6719 - Approving Execution of a Quitclaim Deed for Property Located within Block 84 of the Original Hobbs Addition (Kevin Robinson, Development Director)
5. Resolution No. 6720 - Authorizing Donation of a Used 2013 Chevy G4500 Type III Ambulance to Otero County, New Mexico (Barry Young, Deputy Fire Chief)

**DISCUSSION**

6. City of Hobbs - Energy Efficiency and Cost Savings Program (Shelia Baker, General Services Director; Scott Stevens, ENGIE Services)

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

7. Resolution No. 6721 - Authorizing the Purchase of a 2017 Ford F550 Type 6 Brush Truck at a Cost of \$194,861.00 Utilizing an HGAC Contract (Barry Young, Deputy Fire Chief)
8. Consideration of Approval of a CES Contract with Klein Automation and Electric in the Amount of \$92,495.31 for the Installation of Security Cameras at Jefferson Park Sports Complex and the Taylor Splash Pad (Doug McDaniel, Parks & Recreation Director)
9. Resolution No. 6722 - Authorizing Budgetary Adjustment #2 for FY 18-19 (Toby Spears, Finance Director)
10. **PUBLICATION:** Proposed Ordinance Amending Chapter 2.04 of the Hobbs Municipal Code Related to the Rules of Procedure for the City Commission and Mayor (Efren Cortez, City Attorney)

11. **PUBLICATION:** Proposed Ordinance Consenting to the Annexation of Approximately 163.23 Acres of Land Located Northwest of the Intersection of West Bender and West County Road (East of North Bensing) as Recommended by the Planning Board (*Kevin Robinson, Development Director*)
12. Resolution No. 6723 - Approving Amendments to the City of Hobbs Major Thoroughfare Plan (*Kevin Robinson, Development Director*)
13. Resolution No. 6724 - Approving a Development Agreement with Black Gold Estates Concerning the Development of Market Rate Single Family Housing (*Kevin Robinson, Development Director*)
14. Resolution No. 6725 - Authorizing a Memorandum of Agreement for FY 18-19 with the New Mexico Department of Transportation for Public Transportation Services (*Jan Fletcher, City Clerk*)
15. Consideration of Approval of RFP No. 504-19 to Furnish Chlorine Based Disinfection Products and Recommendation to Accept the Proposal from DPC Industries, Inc. (*Tim Woomer, Utilities Director*)

#### **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

16. Next Meeting Date:
  - ▶ City Commission Regular Meeting  
**Monday, October 15, 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: October 1, 2018

**SUBJECT: City Commission Meeting Minutes**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: September 21, 2018  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of September 17, 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, September 17, 2018, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> 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  
Erik Scramlin, Deputy City Attorney  
Valerie Chacon, Assistant City Attorney  
Chris McCall, Police Chief  
Barry Young, Deputy Fire Chief  
Shelia Baker, General Services Director  
Todd Randall, City Engineer  
Tim Woomer, Utilities Director  
Doug McDaniel, Parks and Recreation Director  
Matt Hughes, Golf Superintendent  
Raymond Bonilla, Community Services Director  
Ron Roberts, Information Technology Director  
Meghan Mooney, Communications Director  
Shannon Carter-Arguello, Municipal Court Clerk  
Deborah Corral, Assistant Finance Director  
Nicholas Goulet, Human Resources Director  
Tracy South, Assistant Human Resources Director  
Bob Hamilton, Reference Librarian  
Ann Betzen, Risk Manager/Executive Assistant  
Mollie Maldonado, Deputy City Clerk  
Jan Fletcher, City Clerk  
22 citizens

**Invocation and Pledge of Allegiance**

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

### **Approval of Minutes**

Commissioner Calderón moved that the minutes of the work session and regular meeting held on September 4, 2018, be approved as presented. 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.

### **Closed Session**

The City Commission convened in closed executive session on Monday, September 17, 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 Kirk Chavez vs. City of Hobbs. The matters discussed in the closed meeting were limited only to those specified above. No action was taken during the meeting.

### **Proclamations and Awards of Merit**

#### ***Proclamation Proclaiming the Week of September 24 - 28, 2018, as "Childhood Cancer Awareness Week"***

Mayor Cobb proclaimed September 24 - 28, as "Childhood Cancer Awareness Week" and presented the proclamation to Ms. Becca Titus. She thanked the Commission and Mayor Cobb for the proclamation.

Acting City Manager/Fire Chief Manny Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of August, 2018. He read their job titles and gave a brief summary of the job duties performed by each of the following employees:

- ▶ 5 years - Adam Marinovich, Hobbs Fire Department
- ▶ 5 years - Manuel Huerta, Parks & Recreation Department
- ▶ 5 years - Adrian Navarette, Parks & Recreation Department
- ▶ 5 years - Julie Castillo, Hobbs Express
- ▶ 10 years - Jessie Prieto, Parks & Recreation Department
- ▶ 10 years - Michael Nelson, Hobbs Fire Department
- ▶ 10 years - Anna Villalobos, Motor Vehicle Department
- ▶ 15 years - Steven Butler, Detention Facility
- ▶ 15 years - Rudy Adame, Parks & Recreation Department
- ▶ 20 years - Phillip Whitt, Utilities Department
- ▶ 20 years - Irene De La Cruz, Motor Vehicle Department
- ▶ 25 years - Edward Trevino, General Services Department

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

### **Public Comments**

Ms. Pat Huntley, the Crazy Dog Lady, invited the Commission and the public to attend the Paws and Claws Gala on Saturday, October 20, 2018, starting at 6:00 p.m., at the Lea County Event Center. She reviewed the statistics of the animal activity at the Hobbs Animal Adoption Center and stated it is a wonderful facility.

Mr. Oscar Gonzales with the Hobbs Hispano Chamber of Commerce invited the Commission and the public to attend the 9<sup>th</sup> Annual Fiesta de Septiembre on Saturday, September 22, 2018, from 6:00 p.m. to 11:00 p.m.. at the Shipp Street Plaza.

Mr. Ahmad White, Detective Sergeant for the Hobbs Police Department (HPD), addressed the Commission regarding senior employees at HPD not being compensated fairly compared to newly hired certified officers who are receiving \$26.02 per hour, in addition to a hiring incentive of \$30,000.00 (\$5,000.00 per year for six years). He requested the Commission review the issue as it is critical to the livelihood of veteran officers.

### **Consent Agenda**

There were no consent agenda items presented.

### **Discussion**

#### **2018 General Obligation Bond D for Higher Education.**

Dr. Kelvin Sharp, New Mexico Junior College (NMJC) President, explained Bond D and stated voters will have the opportunity to vote at the General Election on Tuesday, November 6, 2018, for Bond D which will provide New Mexico's colleges, universities and specialty schools with the abilities to ensure students have the resources they need to get an education and succeed. He stated if the bond is successful, NMJC will receive \$4.75 million which will be utilized to construct a new area for a larger cosmetology class and update infrastructure such as a new fire alarm system, new lighting, upgrades to heating, air conditioning and plumbing at the 50-year old facility.



**Action Items**

**Resolution No. 6716 - Authorizing a Professional Services Agreement with the Hobbs Hispano Chamber of Commerce for FY 18-19.**

Mr. Erik Scramlin, Deputy City Attorney, explained the Professional Services Agreement with the Hobbs Hispano Chamber of Commerce for FY 18-19 and stated on June 4, 2018, the City Commission adopted a resolution approving funding for the Hispano Chamber of Commerce in the amount of \$64,000.00. The City now seeks to provide financial support in the amount of \$25,000.00 for collecting information for the 2020 Census. He stated the parties seek to enter into a single Professional Services Agreement that will encompass both the original funding amount of \$64,000.00 and the \$25,000.00 for the 2020 Census work. Mr. Scramlin stated the New Mexico Department of Finance and Administration (DFA) will need to approve the budget adjustment for the funding as well.

Mayor Cobb stated the Hobbs Hispano Chamber of Commerce has been identified as an organization that is familiar with the process and requirements and they do a great job on collecting information necessary for the census. He stated it is very important to get an accurate number for the census as it affects Federal and State funding for the City.

Commissioner Calderón moved to approve Resolution No. 6716 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. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

**Resolution No. 6717 - Approving Submission of the FY 2019 Fire Marshal Fire Protection Grant.**

Deputy Fire Chief Barry Young explained the 2019 Fire Protection Grant Application and stated funds will be utilized to purchase Personal Protective Equipment (PPE), specifically Self Contained Breathing Apparatus (SCBA). He stated the SCBA is vital for firefighters operating in an immediately dangerous life or health situation. He further explained this type of breathing apparatus supplies firefighters with breathing air during firefighting and rescue operations.

Deputy Fire Chief Young stated the grant is in the amount of \$109,242.00, of which the City is responsible for 10% or \$10,924.20. He added there will be no fiscal impact to the City's General Fund as the match will be paid out of the Fire Protection Fund.

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Commissioner Newman moved to approve Resolution No. 6717 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**

Mayor Cobb stated the next Commission meeting will be held on Monday, October 1, 2018.

Acting City Manager/Fire Chief Gomez stated the City will be hosting the Grand Re-Opening of City Park on Tuesday, September 18, 2018, at 2:00 p.m. He thanked the Commission for its support on this project.

Acting City Manager/Fire Chief Gomez stated the Water Conservation Period started on May 15, 2018, and ended on September 15, 2018. He thanked the residents for their efforts during this time period.

Acting City Manager/Fire Chief Gomez stated the City will begin spraying for mosquitos this week.

Commissioner Gerth thanked everyone for attending tonight's meeting.

Commissioner Taylor expressed her appreciation to everyone involved in making City Park possible and stated the changes are remarkable. She added she hopes to see everyone at the Grand Re-Opening.

Commissioner Calderón thanked everyone for their years of service and for the work they do.

Commissioner Penick thanked everyone for their attendance at tonight's meeting. He also expressed his appreciation to the City workers and stated they are the backbone of the City.

Mayor Cobb thanked everyone for attending and again extended the invitation for citizens to attend the Grand Re-Opening of City Park on September 18, 2018, at 2:00 p.m.

**Adjournment**

Commissioner Newman moved that the meeting adjourn. Commissioner Calderón yes 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 meeting adjourned at 7:25 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

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

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

**WHEREAS**, home fires killed 2,735 people in the United States in 2016, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 352,000 home fires; and

**WHEREAS**, the majority of U.S fire deaths (4 out of 5) occur at home each year; and

**WHEREAS**, the fire death rate per 1,000 home fires reported to U.S. fire departments was 10 percent higher in 2016 than in 1980; and

**WHEREAS**, City of Hobbs residents should identify places in their home where fires can start and eliminate those hazards; and

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

**WHEREAS**, City of Hobbs residents should install smoke alarms in every sleeping room, outside each separate sleeping area and on every level of the home; and

**WHEREAS**, City of Hobbs residents should listen for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place; and

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

**WHEREAS**, City of Hobbs first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education.

**NOW THEREFORE**, I, Sam D. Cobb, Mayor of the City of Hobbs, do hereby proclaim the week of October 7-13, 2018, to be

### "FIRE PREVENTION WEEK"

with the theme, "**Look. Listen. Learn. Be aware – fire can happen anywhere**", I urge all citizens of Hobbs, NM to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of the City of Hobbs Fire Department during Fire Prevention Week 2018.

**IN WITNESS, WHEREOF**, I have hereunto set my hand this 1<sup>st</sup> day of October, 2018, and cause the seal of the City of Hobbs to be affixed hereto.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

  
Jan Fletcher, City Clerk





# **CONSENT AGENDA**



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

**SUBJECT:** Adjustment of Cash on Hand to Actual  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** September 25, 2018  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

Requesting consideration to adjust Cash on Hand and Petty Cash balances to actual. Upon auditing petty cash and cash on hand located at various locations throughout the City of Hobbs, we have found several adjustment that need to be made in order to have the Cash on Hand balance to the General Ledger.

Research was done based on source documents and general ledger balances from 2007 (pre-Munis) and actual balances were established based on interviews with responsible parties at each location. Final results of these cash balance were then reported to the respective Department Director for verification.

The adjustments present in this document will allow the finance department to adjust the General Ledger to reflect actual cash on hand and petty cash amounts throughout the City.

**Fiscal Impact:**

Reviewed By:   
Finance Department

A reclass of \$120 will be made from the General fund to Fund 17 (Senior Center Fund). The remaining variance in the general fund \$1,583.99 will be expensed. In fund 86 (City Agency) the variance of \$1911.35 will be expensed. Total write off for all funds is \$3495.34.

**Attachments:**

Cash on Hand Adjustment Summary  
Resolution approving adjustment to cash on hand.

**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. 6718

A RESOLUTION AUTHORIZING THE ADJUSTMENT  
OF CASH ON HAND TO ACTUAL

WHEREAS, the current cash on hand balance is \$14,930.34 for all funds; and

WHEREAS, the current cash balance for all funds should be \$11,435.00; and

WHEREAS, diligent efforts were made to investigate any discrepancies; and

WHEREAS, the city desires to adjust the Cash on Hand and Petty cash  
balances to reflect actual cash present at various locations throughout the City;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is,  
authorized and directed to take all necessary and appropriate action to effectuate  
this resolution on behalf of the City of Hobbs.

PASSED, ADOPTED AND APPROVED this 1<sup>st</sup> day of October, 2018

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

## Cash on Hand Adjustment - as of 09/28/18

Fund	Current Balance	Adjusted Balance	Write Off Amount	Reason/Description
				Reclass \$120 to Senior center; adjust \$1,115 for prior year errors (Rec); \$123.99 prior year adjustment from evidence fund;
01 - General Fund	\$ 5,218.99	\$ 3,515.00	\$ 1,703.99	
16 - CORE	\$ 2,000.00	\$ 2,000.00	\$ -	
				reclassification from General fund to
17 - Senior Center	\$ -	\$ 120.00	\$ (120.00)	Senior Center fund
18 - Golf	\$ 2,500.00	\$ 2,500.00	\$ -	
19 - Cemetery	\$ 150.00	\$ 150.00	\$ -	
27 - Hobbs Express	\$ 50.00	\$ 50.00	\$ -	
60 - Utility	\$ 3,100.00	\$ 3,100.00	\$ -	
				adjustment to remove City Agency funds
86- City Agency	\$ 1,911.35	\$ -	\$ 1,911.35	from cash on hand - correction of prior
	<u>\$ 14,930.34</u>	<u>\$ 11,435.00</u>	<u>\$ 3,495.34</u>	



			debit	credit
JE #1	170-10020	Cash on Hand	120.00	
	001-10012	Cash on Hand		120.00
		<i>Reclass of Senior Center money to correct fund</i>		
JE #2	010140-42324	Misc & Emergency	1,115.00	
	001-10020	Cash on Hand		1,115.00
		<i>Prior Years Adjustments(Rec) - carried since 2007</i>		
JE #3	010140-42324	Misc & Emergency	123.99	
	001-10020	Cash on Hand		123.99
		<i>Adjustment from Evidence Fund - carried since 2007</i>		
JE #4	010140-42324	Misc & Emergency	345.00	
	001-10020	Cash on Hand		345.00
		<i>Adjust balances to actual Cash on Hand</i>		
			<u>1,703.99</u>	<u>1,703.99</u>
JE #5	010140-42324	Misc & Emergency	1,911.35	
	860-10020	Cash on Hand		1,911.35
		<i>Prior Year adjustment - location of funds unknown</i>		



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

**SUBJECT: CONSIDERATION TO EXECUTE A QUIT CLAIM DEED FOR PROPERTY LOCATED WITHIN BLOCK 84 OF THE ORIGINAL HOBBS ADDITION.**

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: September 24, 2018  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** As per the certified minutes of the Village of Hobbs Board of Trustees regular session held on February 12, 1930, the alleyway located within Block 84 of the Original Hobbs Addition was vacated. An infrastructure easement was not retained by the vacation and the vacated alleyway was never conveyed to the adjoining property owners. Within this alleyway there are not municipal infrastructures so an infrastructure easement is not being requested. The attached Resolution and Quit Claim seeks to eliminate Title issues for adjoining property owners.

**Fiscal Impact:**

Reviewed By:

Finance Department

There is not a fiscal impact to the community.

**Attachments:** Resolution, Quit Claim Deed and supporting documentation.

**Legal Review:**

Approved As To Form:

City Attorney

**Recommendation:**

Commission to consider approval / denial of the attached Resolution authorizing execution of a Quit Claim Deed.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 6719

**A RESOLUTION TO APPROVE A QUIT CLAIM DEEDS FOR PROPERTY LOCATED WITHIN BLOCK 84 OF THE ORIGINAL HOBBS ADDITION.**

WHEREAS, the Village of Hobbs Board of Trustees, vacated that certain alleyway located within Block 84 of the Original Hobbs Addition on February 12, 1930; and

WHEREAS, municipal infrastructures are not presently located within the alleyway and there is not a need to locate such infrastructures in the future; and

WHEREAS, property owners adjacent to the alleyway described above seek the municipality to Quit Claim any fee simple rights thereto of the property so described.

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 Quit Claim Deeds as attached hereto.
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 1<sup>th</sup> day of October, 2018.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk

Grimes

Subject Property

Marland

Google Earth

© 2018 Google

62



200 ft

February 12th, 1930.

State of New Mexico

52238

County of Lea

Village of Hobbs

BE IT REMEMBERED, That the Board of Trustees met in regular session at the Harris Lumber Yard office, with the Mayor presiding, upon roll call the following response was had.

Present: Ed Cathey  
George Roach  
D. H. Blakeley  
Walter Tomlinson and the Clerk, Mary Frances Beal

The Mayor opened the meeting with the Clerk reading the minutes of the previous meeting, they being approved.

Order vacating certain streets and alleys within the limits of the Incorporated Villages of Hobbs, New Mexico, said streets and alleys being described as follows to-wit; Davis Street from the south line of Blocks 83 - 84 to the north line of Block 85 and 86 same being the street in whole as is shown on the plat of said village, also the closing of Byers, White, Dunham, Taylor and Cain Streets from the west line of Leech street to the east side of Grimes Street also the following alleys to wit:

83-84-57-55-29-30-15-16-13-14 85- and 86- same being all of the alleys on the original plat.

The meeting was continued till thursday morning at 10 a.m. til a petition could be drawn up for the purpose of vacating certain streets and alleys within the limit of the incorporated village of Hobbs N.M.

These streets to be closed for the laying of the railroad through the village. Motion was made by George Roach and seconded by D. H. Blakeley and voted as follows;

Yea: George Roach  
Walter Tomlinson  
D. H. Blakeley  
Ed Cathey

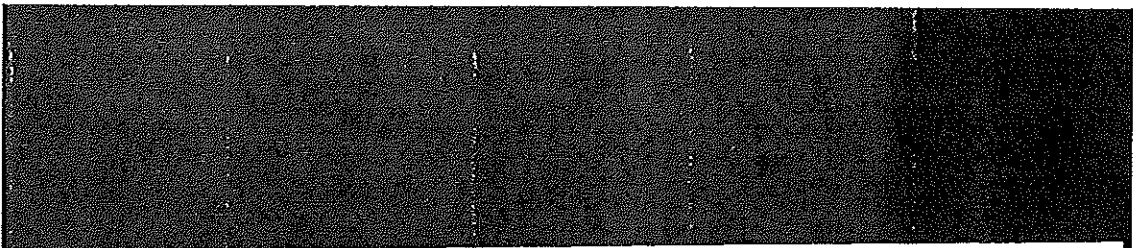
Nay: None

There being no further business to be brought before the board, motion was made by D. H. Blakeley and seconded by George Roach that the meeting be continued until further notice from the Mayor.

SGD: L. M. Harris  
Mayor

Attest;

SGD: Mary Frances Beal  
Village Clerk



STATE OF NEW MEXICO )  
COUNTY OF LEA ) SS  
CITY OF HOBBS )

I Hazel F. Anderson, the duly appointed and qualified City Clerk of the City of Hobbs, New Mexico, do hereby certify that the foregoing copy of minutes is a correct copy of minutes taken at a meeting of the Board of Trustees of the Village of Hobbs, New Mexico, on February 12th, 1930.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of said City, the 17th day of July, 1958.



*Hazel F. Anderson*  
City Clerk

52238



State of New Mexico }  
County of Lea }  
**FILED FOR RECORD**  
JUL 22 1958  
at 9:30 o'clock *AM*  
and Recorded in Book \_\_\_\_\_  
Page \_\_\_\_\_  
JOHN LOVE, County Clerk  
By *[Signature]* Deo



QUIT CLAIM DEED

City of Hobbs, New Mexico, a municipal corporation

hereby quit claims to

ANMAR LLC and LOBO NUT & BOLT INC.

Whose address is 708 W. Marland, Hobbs, NM 88240  
The following described real estate in LEA County, New Mexico

**SURFACE TITLE TO:**

That certain vacated Alleyway located within Block 84 of the Original Hobbs Addition to the City of Hobbs, Lea County, New Mexico.

WITNESS its hand and seal on / /2018

City of Hobbs, New Mexico, a  
municipal corporation

By: \_\_\_\_\_

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

This instrument was acknowledged before me on / /2018, by \_\_\_\_\_  
whose title is \_\_\_\_\_ on behalf of the City of  
Hobbs, New Mexico, a municipal corporation

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

**SUBJECT: Donation of used equipment to Otero County**

DEPT. OF ORIGIN: Fire Department  
DATE SUBMITTED: September 19, 2018  
SUBMITTED BY: Barry Young, Deputy Fire Chief

**Summary:** The City of Hobbs Fire Department was contacted by Otero County in reference to the possibility of donating an ambulance which we currently are not utilizing and is set to go to auction. This ambulance is a 2013 Chevy G4500 Type III unit, and was in service for 5 years, serving as an Advanced Life Support unit for the community. The ambulance currently has 140,361 miles (5,527 hours), and served as our primary out of town transfer unit for the last 2 years. Otero County has requested the ambulance to be donated to them and are prepared to accept the unit in its present condition. The Hobbs Fire Department has inquired about the need for this unit with all municipalities in Lea County as well as all volunteer agencies; no municipalities or volunteer agencies requested the unit to be donated to them. With Otero County being the only agency who has expressed interest in the ambulance, the Hobbs Fire Department requests to donate the unit to them in its present condition.

**Fiscal Impact:**


Reviewed By:   
Finance Department

There will be no fiscal impact associated with this donation.

**Attachments:**

1. Resolution
2. Exhibit A
3. Otero County Request

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

The City Commission approves the donation of a 2013 Chevy G4500 Type III ambulance in its present condition to Otero County.

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. 6720

A RESOLUTION AUTHORIZING THE DONATION  
OF USED EQUIPMENT TO OTERO COUNTY

WHEREAS, the City of Hobbs owns a 2013 Chevy G4500 Type III ambulance which is no longer in use by the Hobbs Fire Department and Otero County has a need for the equipment; and

WHEREAS, pursuant to Section 3-54-2(d), NMSA 1978, a municipality may sell, exchange or donate real or personal property to the state, to any of its political subdivisions, or to the federal government if such sale, exchange or gift is in the best interests of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to donate surplus property consisting of one (1) 2013 Chevy G4500 Type III ambulance to Otero County, subject to approval by the New Mexico Department of Finance and Administration (DFA).

PASSED, ADOPTED AND APPROVED this 1<sup>st</sup> day of October, 2018.

\_\_\_\_\_  
SAM D. COBB, Mayor

\_\_\_\_\_  
JAN FLETCHER, City Clerk

## EXHIBIT "A"

### 2013 Chevy G4500 Ambulance

VIN #: 1GB6G5CL1D1157436

ASSET #: 7147

PURCHASE PRICE: \$137,918

CURRENT VALUE: \$25,000

COMMISSION/ ADMINISTRATION  
(575) 437-7427  
FAX (575) 443-2904  
886-986-8376



1101 NEW YORK AVE.  
ALAMOGORDO, NM 88310-8935

**State of New Mexico**  
**County of Otero**

September 7, 2018

Manny Gomez  
Chief, Hobbs Fire Department  
301 E. White St.  
Hobbs, NM 88240

Re: Request for Obsolete / Surplus Apparatus

Otero County would like to respectfully request consideration in the donation of a surplus ambulance previously utilized and recently taken out of service from your Department. We understand that the apparatus may need mechanical repair to again serve as a reliable piece of equipment and we are prepared to accept the vehicle in its present condition and make those repairs.

The donation of this apparatus would be utilized by Otero County for its Fire / EMS departments by replacing one of our existing units to ensure ready response and operations for our personnel while serving the citizens of Otero County and within the City of Alamogordo during overload status of AMR and when other emergency situations arise such as mass casualty incidents, standby status at events, etc... Otero County currently operates EMS through 16 of our 18 fire districts and maintains 22 transport units out of our 32 stations. This request is being submitted to you as a majority of our vehicles in service were purchased between 1991 and 1997, only 4 units being 2000 model year or newer and available funding or grants are either inadequate or unavailable.

We truly appreciate your consideration and assistance in this matter and if there are any questions or concerns regarding this request, please feel free to reach me via the below contact information.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Quairoli", with a long horizontal line extending to the right.

Paul Quairoli  
Emergency Services Director  
Otero County Office of Emergency Services  
1101 New York Ave. Suite 104  
Alamogordo, NM 88310  
Office: 575-439-2612  
Fax: 575-437-2259  
Cell: 575-491-5942  
E-mail: [paul.quairoli@co.otero.nm.us](mailto:paul.quairoli@co.otero.nm.us)

# DISCUSSION

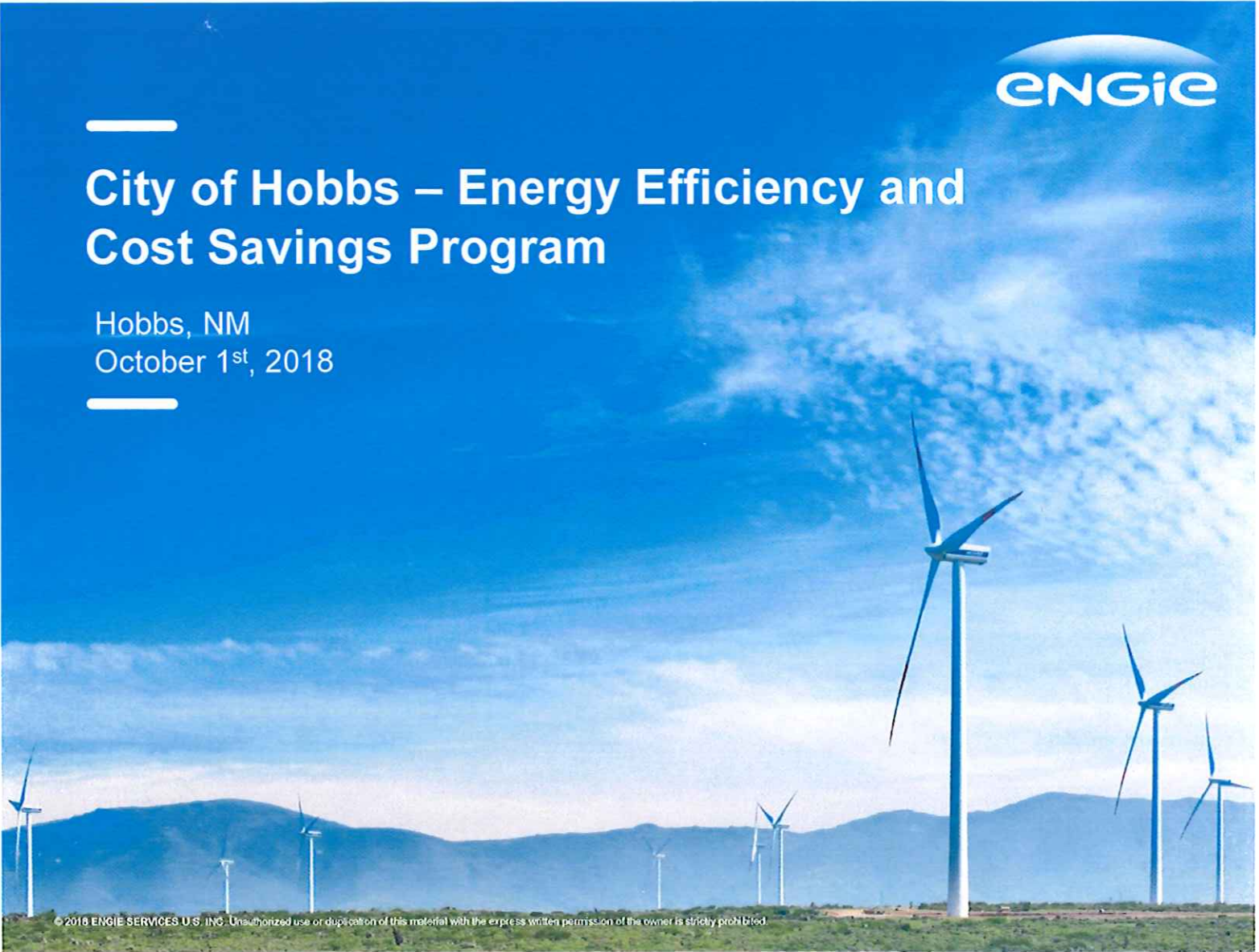


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# City of Hobbs – Energy Efficiency and Cost Savings Program

Hobbs, NM  
October 1<sup>st</sup>, 2018

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# ENGIE – Energy Efficiency Cost Savings Program

## Agenda

- Background Energy Efficiency cost savings
- ENGIE/Hobbs Collaboration
- Process to achieve results
- Measurement and Verification – M&V
- Methodology and Results



# ENGIE – Energy Efficiency Cost Savings Program

That one company is ENGIE.

## ENGIE Generation

On-site energy networks and microgrids for clean, reliable and flexible power generation delivered with utility grade expertise at local scale.

## ENGIE Insight

Data-driven insights to enable multi-site businesses to plan, manage and measure their energy, waste, water and telecom spend, usage and resources.

## ENGIE Resources

Retail electricity and renewable supply for commercial and industrial customers in deregulated service territories throughout the United States.

## ENGIE Services

Facility-specific technical projects and programs that include design build MEP construction, energy efficiency and renewables, building maintenance, and facilities management services.

Access the expertise of our operating companies - one or all - to meet your financial, facility and sustainability goals.

## ENGIE Storage

Turnkey energy storage systems that reduce peak demand during high priced energy periods to lower costs.

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## Delivering Solutions in North America

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**No. 1** supplier of energy services in the world

In 2017 **\$73 B Revenue**

**\$16.2 B** in net investment 2016-18

**152,900 employees** total 58,200 in power and natural gas & **94,700 in energy services**

**900 researchers** and experts in 11 R&D Centers



**OPERATIONS IN 70 COUNTRIES**





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## ENGIE Services U.S. (March 2018)

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**34 Offices**

across the U.S.

**Over 51,000**

projects to date

**1,100+**

professionals employed

**3 Million**

tons of GHG emissions reduced

**\$2.7 Billion**

in energy and operational savings for customers

**200 MW**

customer-sited solar in operation and construction

---

## ENGIE - A Global Energy Leader

- Largest independent power producer in the world. Power Generation capacity of 115.3 GW, 78% is natural gas and 22% renewables.
- Recent acquisition of Infinity Renewables which included 8-GW-plus pipeline of wind projects.
- Completed and sold almost a dozen projects with combined capacity surpassing 1,600 MW's.
- 700 MW of operating wind capacity
- More than 2,000 MW of wind projects in development
- Significant LNG (Liquified Natural Gas) projects in development



The 250-MW Roosevelt wind farm in New Mexico. Source: Infinity Renewables

- 125 2-MW turbines
- Prevents 725,00 metric tons of greenhouse gas emissions
- Completed January 2016
- 20 year power purchase agreement

## Energy Efficiency Program - Process

### Evaluation

- Phase 1 - City Hall/Annex
- Phase 2 (DA, Police, Animal Care, Library, Senior Center)
- Baseline measurements
- Energy Use Projections

### Solutions

- HVAC building Controls
- KW meters
- Standard of Comfort, SOC's
- Fine tuning equipment

### Implementation

- Installation on 7 buildings
- Energy Management
- Standardization

### Manage/Maintain

- Ongoing maintenance and M&V
- Coordinated Design

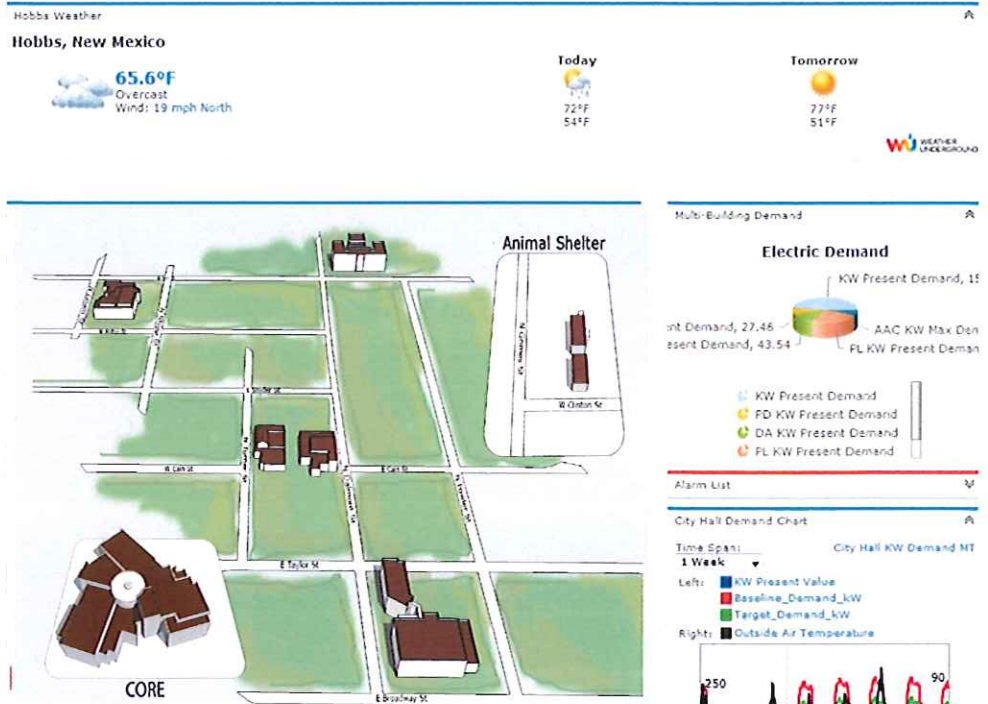
**City of Hobbs** - Ronny Choate (NMAEE Award), Cliff Reighly, Ron Roberts, Shelia Baker, Shawn Smith  
**ENGIE** – Scott Stevens, John McAllister, Alex Duran, Claro Calauan, Larry Connel, Becky Swords

# ENGIE – Project Overview

## Hobbs Main

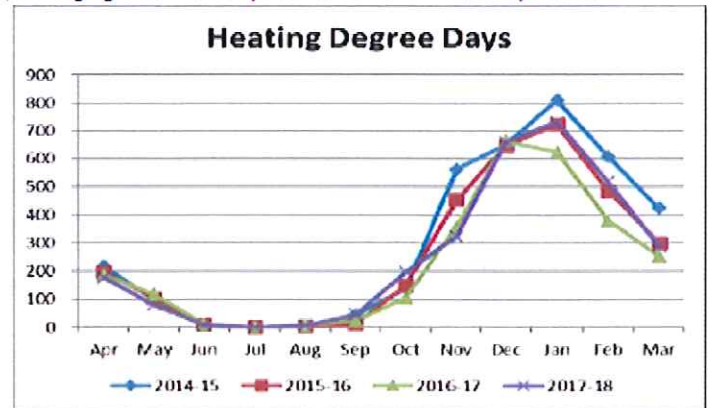
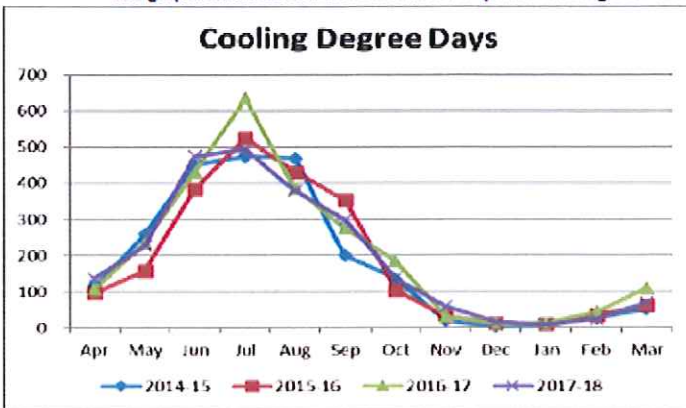
### Energy Savings Program

- Total of 8 buildings
- Varied types of HVAC systems and uses
- Fine tuning schedules, sequencing of equipment
- Networked Solution
- 209,518 sq/ft + 160,000 (CORE)



## ENGIE – Electric and Gas use

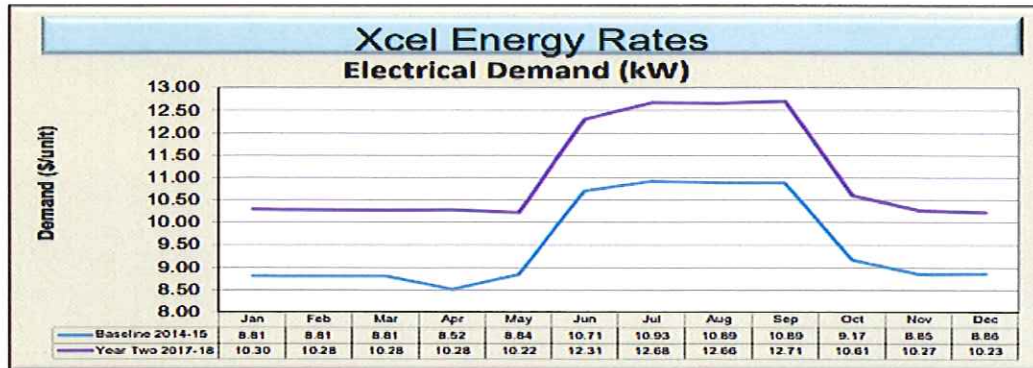
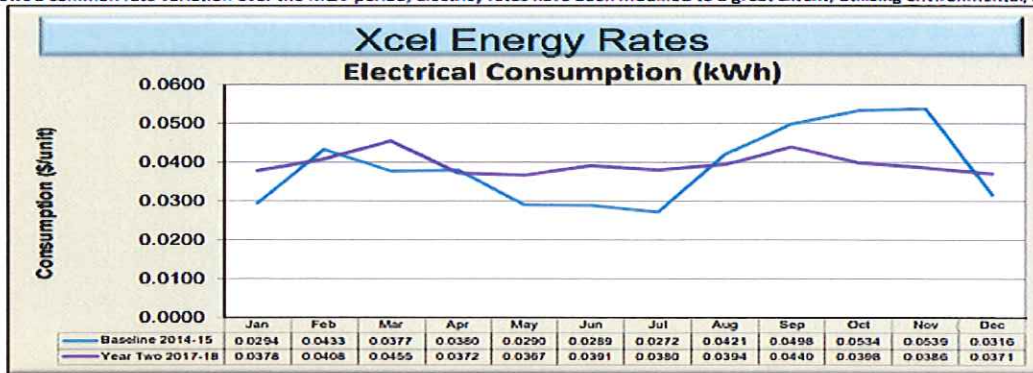
The graphs below show a more dramatic temperature swing over baseline, showing higher summer temperatures with lower winter temperatures.



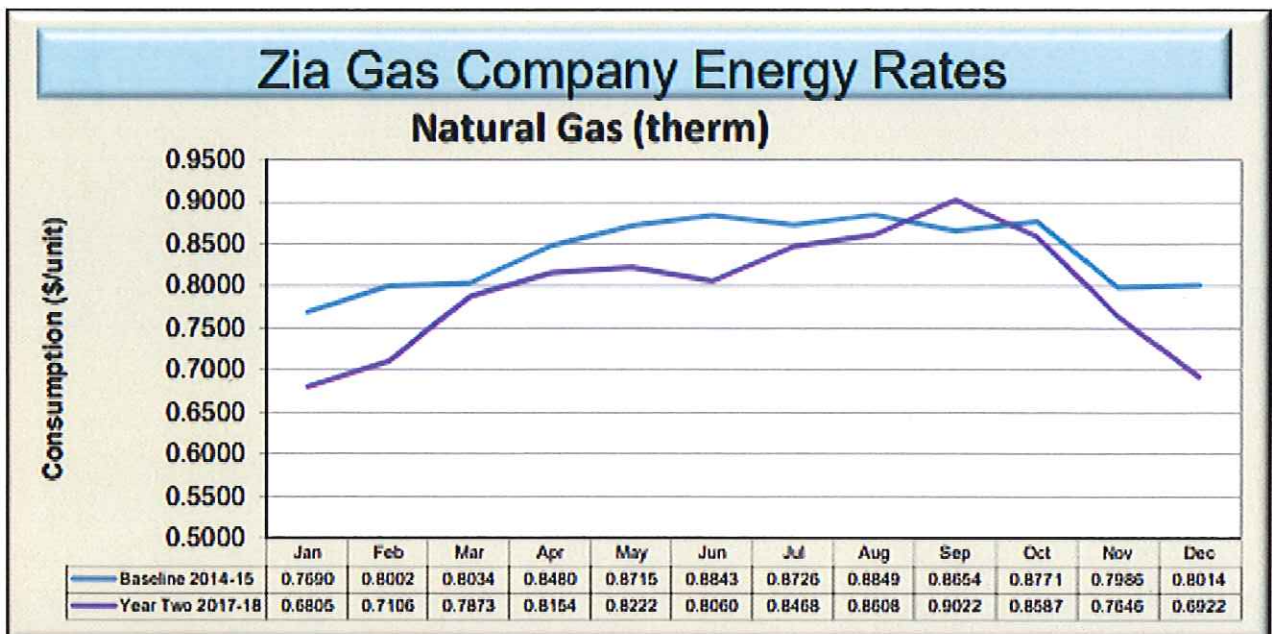
- Fairly tight variability but changes can influence costs, especially with higher than average cooling degree days.

# ENGIE – Electric Rates

While natural gas shows a common rate variation over the M&V period, electricity rates have been modified to a great extent; utilizing environmental, and other rate fees.



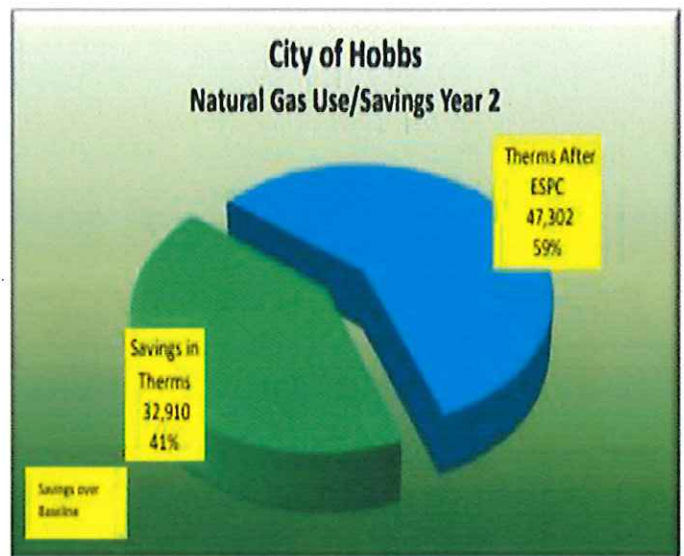
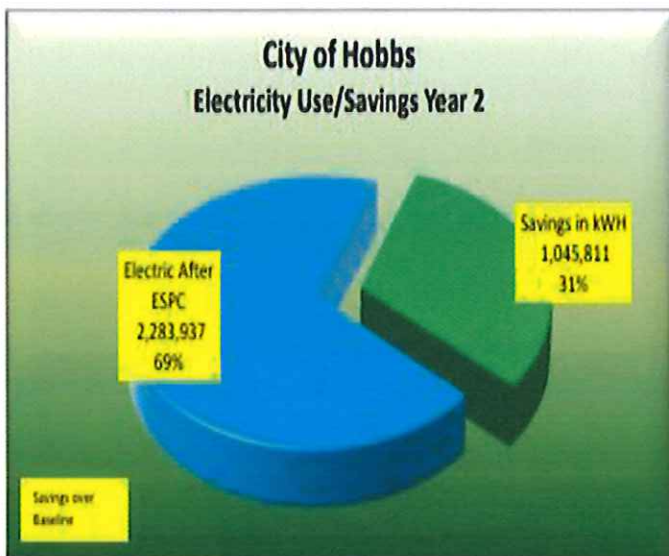
# ENGIE – Gas Rates



#### Factors affecting natural gas prices.

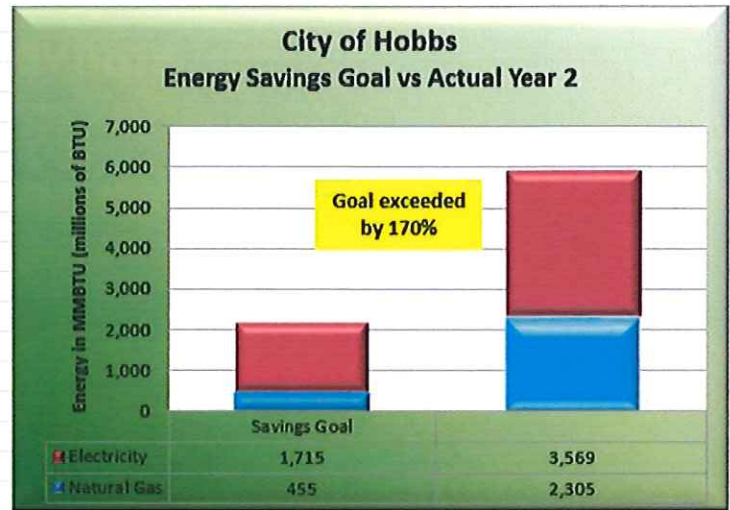
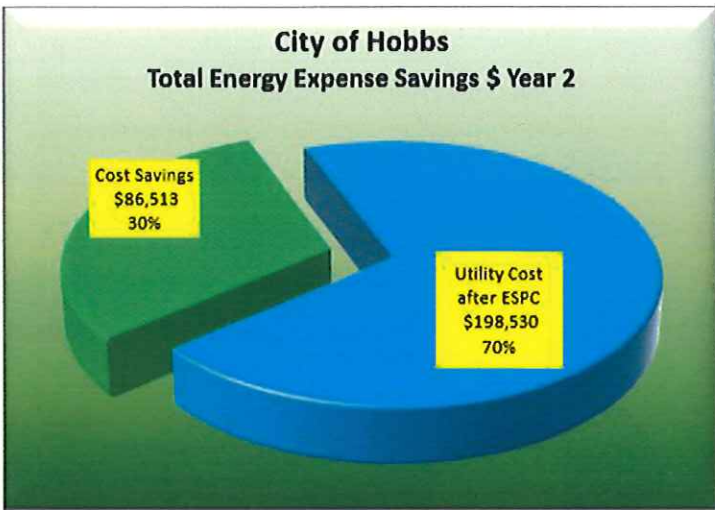
- Market supply and demand
- natural gas production
- net imports and underground storage levels

# ENGIE – Electric and Gas Use Savings

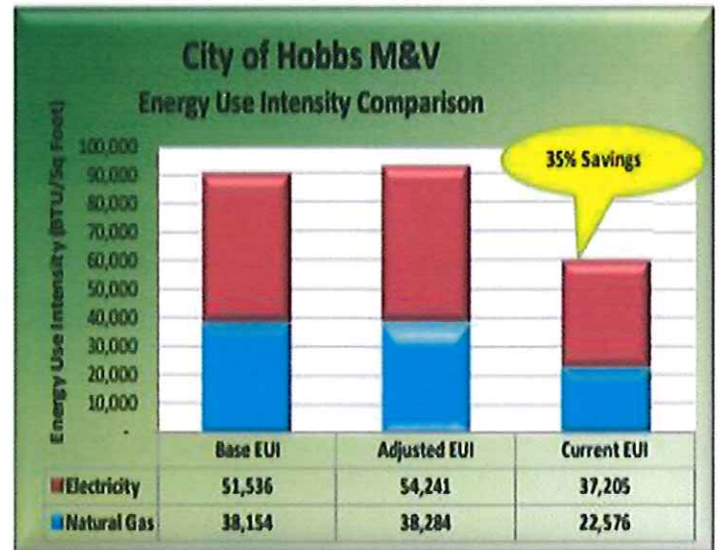
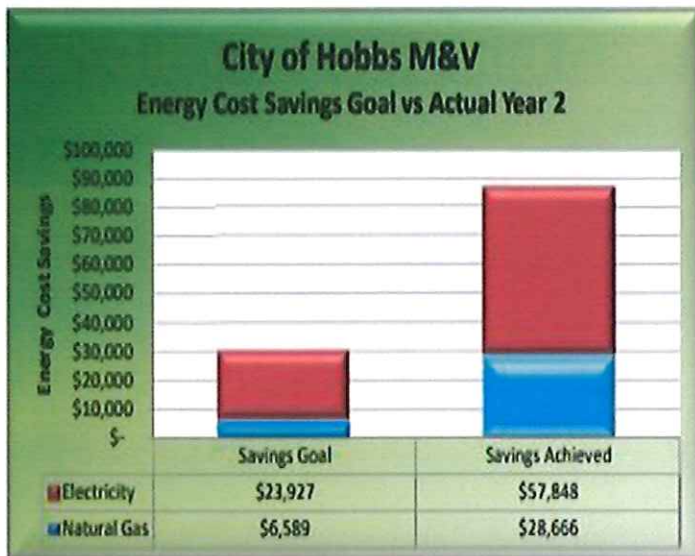




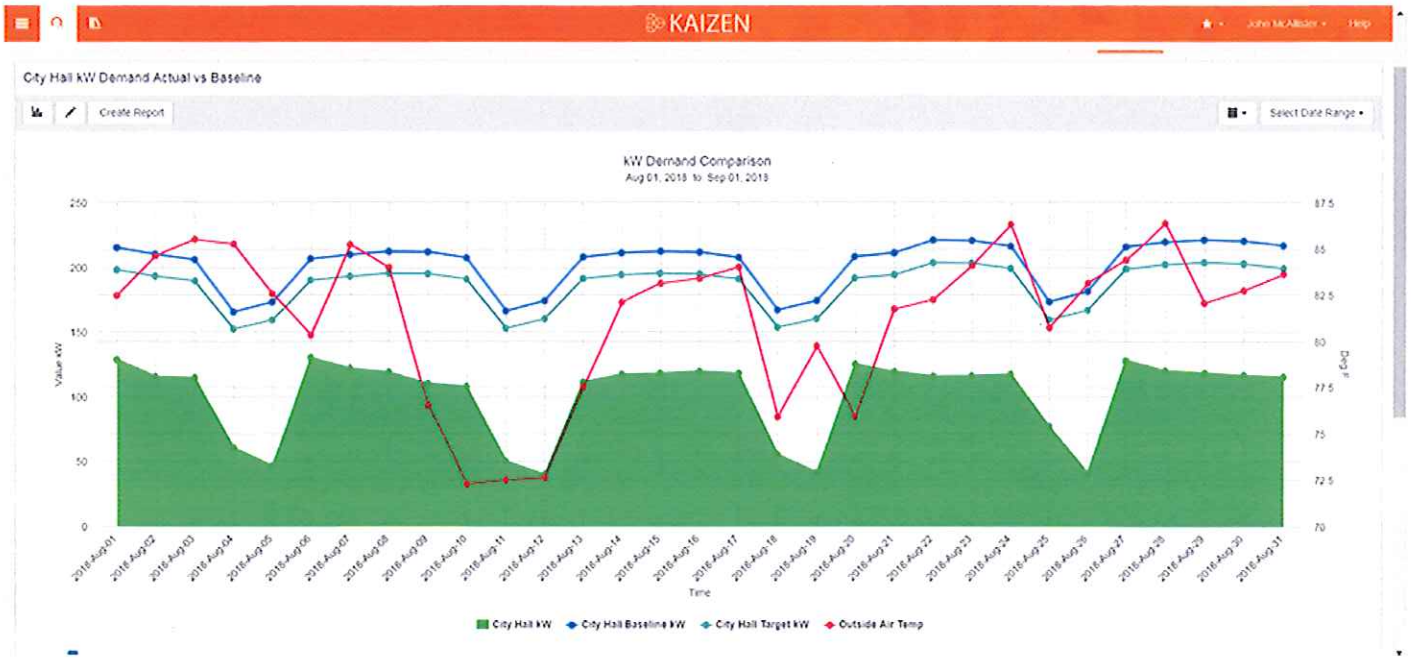
# ENGIE – Electric and Gas Use Savings



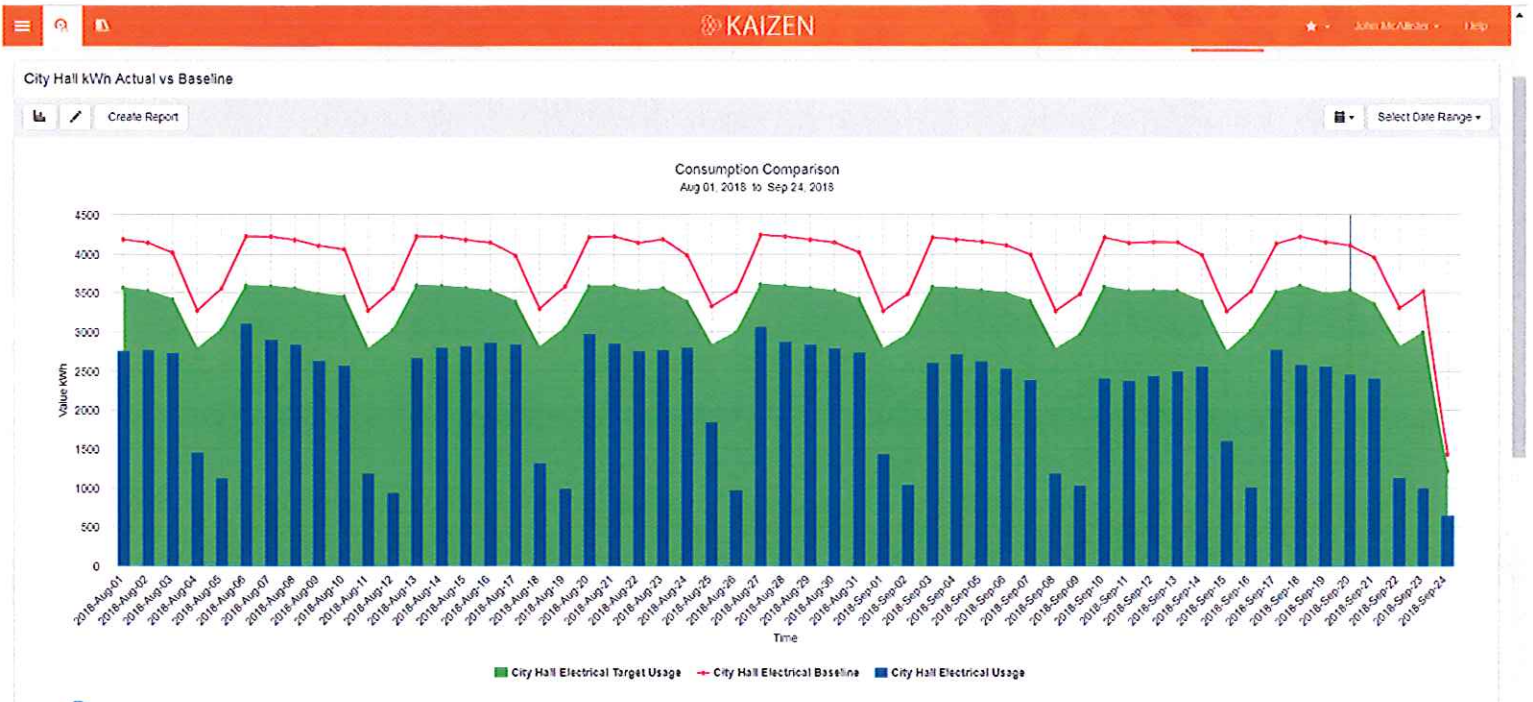
# ENGIE – Electric and Gas Use Savings



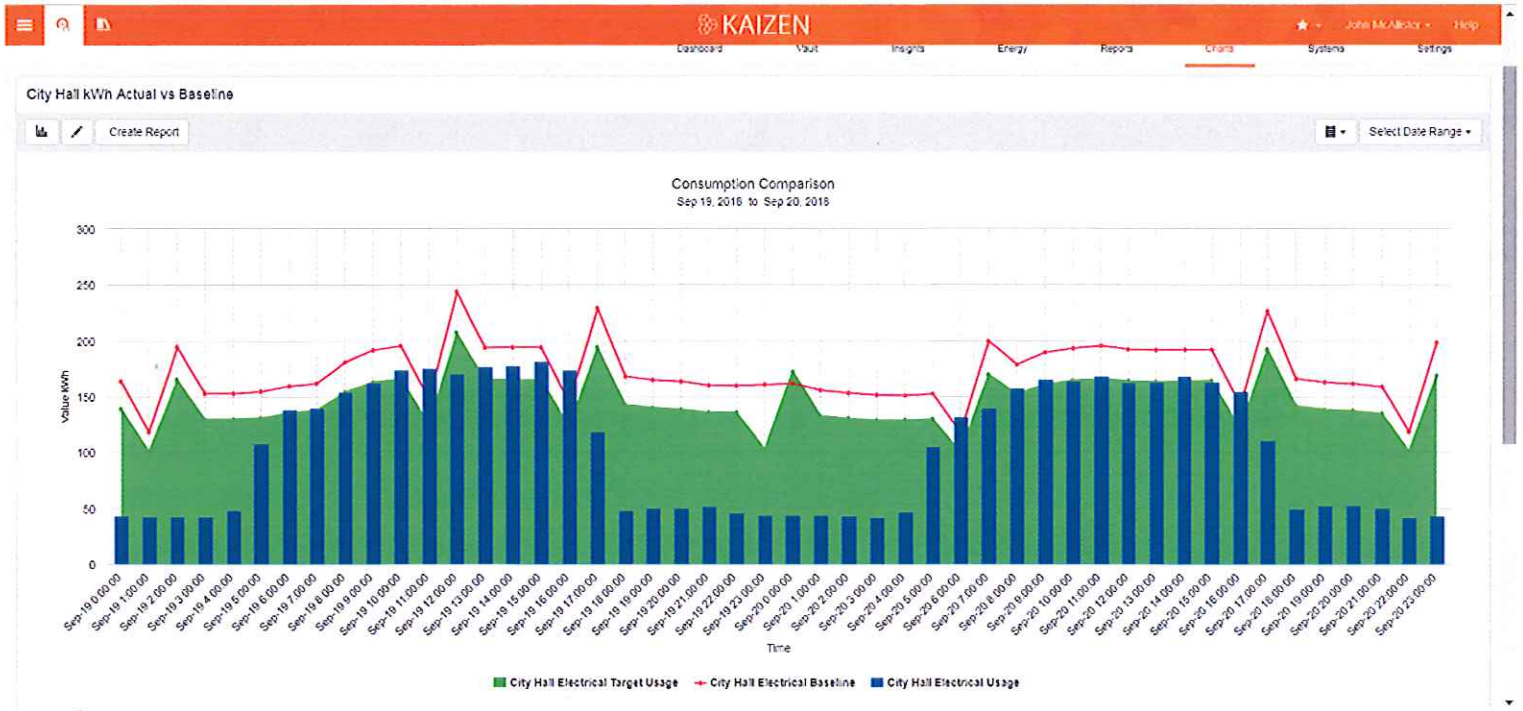
# ENGIE – Energy Efficiency Cost Savings Program



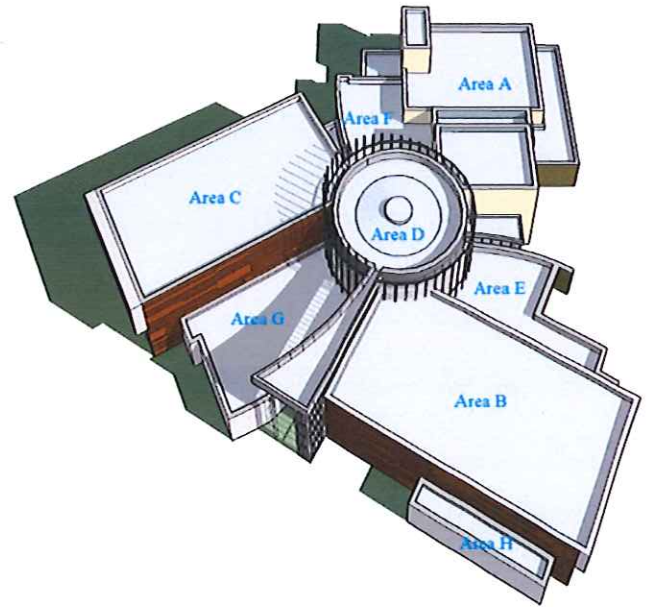
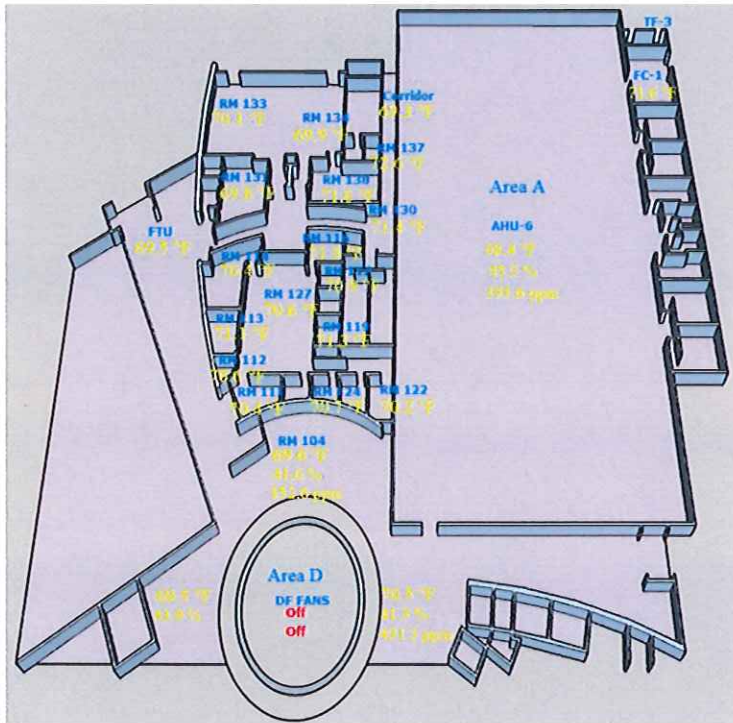
# ENGIE – Energy Efficiency Cost Savings Program



# ENGIE – Energy Efficiency Cost Savings Program



# ENGIE – CORE Energy Management Integration



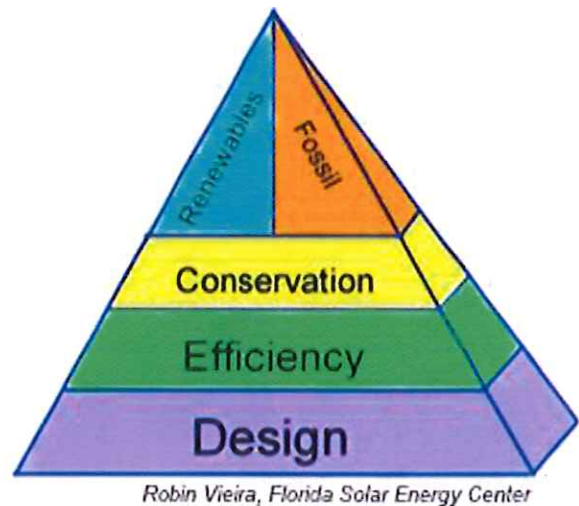
## ENGIE – CORE Energy Management Integration



- Continuous commissioning, fine tuning, over the next 18 months.
- Largest energy user after City Hall and Annex.
- Working with other customers and building solutions for other aquatic centers - City of Farmington, Albuquerque Academy and NMMI.

## Ongoing Energy Savings Program

- **Energy Savings Can disappear**
  - Process Development to manage operations
  - Proactive to fix issues
  - Building automation, systems operating correct
  - Proper maintenance programs in place
- **Vigilant about maintaining Standards of Comfort**
  - City Wide Standards of Comfort where possible
  - Behavioral, everyone pitching in
- **Future Projects**
  - Energy Efficient Design
  - Standardization on new construction other renovation projects
  - Life Cycle Cost analysis





—  
**Thank You!**  
—

**Scott Stevens**

Business Development Manager

ENGIE Services US


2600 The American Rd. SE #360

Rio Rancho, NM 87124

(505) 890-2888

[Scott.Stevens@engie.com](mailto:Scott.Stevens@engie.com)





# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

**SUBJECT: Purchase of 2017 Ford F550 Type 6 Brush Truck**

DEPT. OF ORIGIN: Fire Department  
DATE SUBMITTED: September 20, 2018  
SUBMITTED BY: Barry Young, Deputy Fire Chief

**Summary:**

The Hobbs Fire Department wishes to purchase a 2017 Ford F550 Type 6 Brush Truck utilizing a HGAC contract. The purchase of this apparatus would replace a 2006 Ford F550 Quick Attack which has been removed from service due to major mechanical issues.

The 2017 Ford F550 Type 6 Brush Truck is a demo apparatus, and has not been utilized in any operational conditions by any departments. The specifications have been reviewed by a committee within the Hobbs Fire Department, and they meet and/or exceed the standards followed the department.

**Fiscal Impact:**


Reviewed By:   
Finance Department

The total cost of the apparatus is \$194,861.00, which will come from funds budgeted this fiscal year in 001-0220-040-43003 (Vehicle Replacement).

**Attachments:**

- 1. Resolution
- 2. HGAC Contract
- 3. Up-Fit Specifications
- 4. Inspection/Delivery Agreement

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Mayor and Commission approve the purchase of a 2017 Ford F550 Type 6 Brush Truck at a cost of \$194,861.00.

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. 6721

A RESOLUTION AUTHORIZING THE PURCHASE  
OF A 2017 FORD F550 TYPE 6 BRUSH TRUCK

WHEREAS, the City of Hobbs Fire Department wishes to purchase a 2017 Ford F550 Type 6 Brush Truck utilizing an HGAC contract; and

WHEREAS, the 2017 Ford F550 Type 6 Brush Truck is a demo apparatus and has not been utilized in any operational conditions by any department; and

WHEREAS, the specifications have been reviewed by a committee within the Hobbs Fire Department and meet and/or exceed the standards followed by the department; and

WHEREAS, the total cost of the 2017 Ford F550 Type 6 Brush Truck is \$194,861.00; and

WHEREAS, the funding for this purchase will come from funds budgeted this fiscal year in 001-0220-040-43003 (Vehicle Replacement);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to effectuate this Resolution authorizing the purchase of a 2017 Ford F550 Type 6 Brush Truck.

PASSED, ADOPTED AND APPROVED this 1<sup>st</sup> day of October, 2018.

\_\_\_\_\_  
SAM D. COBB, Mayor

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.:

FS12/17

Date Prepared:

8/29/2018

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	HOBBS FIRE DEPARTMENT	Contractor:	CHASTANG FORD
Contact Person:		Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:		Email:	emiller@chastangford.com

Product Code:	AD 03	Description:	2019 AD03 FIRST RESPONSE
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 152415

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.7L POWERSTROKE DIESEL		X5H - SUPERCAB UPGRADE	2995
6 SPEED AUTOMATIC	INCL	900200 - XTREME OFF ORAD PKG - SUPER SINGLES	12886
POWER EQUIPMENT GROUP	INCL		
213 - ELECTRIC SHIFT 4WD	275		
41P - SKID PLATES	115		
52B - ELEC BRAKE CONT	255		
225/75R19.5 MAX TRAC TIRES	INCL		
512 - SPARE TIRE / WHEEL	350		
19500 GVWR	INCL		
96V - XL VALUE PKG	595		
91M - SYNC	395		
62R - PTO PROVISION	280		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	18146

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
HIGH CAPACITY TRAILER TOW	1080	ADDITIONAL EQUIPMENT FROM GTB	21220
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	22300

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	13%
--	---	-----

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	192861	=	Subtotal D:	192861
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E: 2000

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
		<b>Subtotal F:</b>	0

<b>Delivery Date:</b> 30-60 DAYS ARO	<b>G. Total Purchase Price (D+E+F):</b>	194861
--------------------------------------	---	--------

**General Truck Body - First Responder Division**

**Hobbs Fire Department / Type 5 Brush Truck Up-fit Specifications**

Product	Description
Conversion Kit	<ul style="list-style-type: none"> <li>* 6" Fabtech Radius Arm Lift Kit with dirt logic shocks.</li> <li>* Fabtech dual steering stabilizers.</li> <li>* Front end alignment.</li> <li>* (5) 335/80R20 Continental MPT81 Tires.</li> <li>* (5) 20" x 11" Steel disc, ten-hole bolt pattern DOT stamped.</li> <li>* (1) Body modification kit: (2) fender flares, high arch, 8" tire coverage, core support cut-out kit.</li> </ul>
Mud Flaps	<ul style="list-style-type: none"> <li>* (2) Mud flaps with rigid bracket will be installed behind the rear wheels.</li> </ul>
Running Boards	<ul style="list-style-type: none"> <li>* (2) Heavy tread running boards will be installed on both the driver side and passenger side.</li> </ul>
Heavy Duty Front Bumper	<ul style="list-style-type: none"> <li>* (1) Heavy duty front bumper with winch mount will replace the factory bumper. The front bumper will be coated with protective liner (Black). A skid plate will be installed from the grill extending below the radiator.</li> </ul>
Winch	<ul style="list-style-type: none"> <li>* (1) Warn 12,500 lbs capacity electric cable winch / Multi Mount into the front or rear receiver</li> <li>* (2) 12 V Quick connect connectors will be installed, (1) on the front, and (1) on the rear of the apparatus.</li> </ul>
Custom Aluminum Body	<ul style="list-style-type: none"> <li>* (1) Custom aluminum brush truck body with pass thru:</li> <li>* (1) 3" x 3" Aluminum square tubing headache rack will be constructed and mounted to the front of the pass thru. Expanded metal will be inserted in the vacant openings and reinforced with 1" Aluminum tubing. The front of the headache rack will be covered with diamond tread plate, and cover from mid - to - lower portion of headache rack. The emergency light bar and protective shroud is mounted on top of the headache rack.</li> <li>* (1) 24" Wide aluminum diamond tread plate pass thru will be installed between the headache rack and flatbed portion of this body.</li> <li>* (2) Swing doors will provide access into the pass thru operator platform.</li> <li>* (1) 108" x 96" flatbed will be constructed of military grade aluminum. The frame rails will be 2" x 6" aluminum long runners, and the cross members will be 3" aluminum channel. The top of the frame will be covered with diamond tread plate to fit entire surface.</li> <li>* (1) Custom aluminum rear skirt will be installed at the rear of the flatbed, and house all emergency and DOT lighting.</li> <li>* (1) 6"T x 34"W x 96"L Rear body slide out compartment will be installed under the flatbed and between the frame rails, accessible via drop down hinge door with a paddle slam latch, located in the center of the rear skirt .</li> </ul>
Cross-Walk Doors	<ul style="list-style-type: none"> <li>* (2) Spring loaded entry doors 41 1/2" tall, painted (WHITE)</li> </ul>
Step Assist	<ul style="list-style-type: none"> <li>* (4) Heavy duty 3" rubber belt with aluminum tread step assist will be installed at each entry point throughout the apparatus. (1) On the driver side, and (1) on the passenger side of the chassis cab. (1) On the driver side, and (1) on the passenger side of the pass thru.</li> <li>* (2) Aluminum kick steps will be mounted to the lower portion of the rear skirt.</li> </ul>
Rear Hitch	<ul style="list-style-type: none"> <li>* (1) Receiver hitch will be installed at the rear of the apparatus below the skirt. This will be a Class III trailer hitch, coupled with a seven prong trailer connector plug and weatherproof snap cover.</li> </ul>

Storage Compartments	<ul style="list-style-type: none"> <li>* (2) Aluminum storage compartments are mounted on each side of the body over the rear wheels. The dimensions of the compartments are approximately 62"L x 23W x 26"T.</li> <li>* Turtle Tile will line the floor (black).</li> <li>* A protective liner is applied on the interior of all storage compartments, (color: Silver).</li> <li>* Each storage compartment has two lockable compression whale tail latches.</li> <li>* (2) Gas shocks are installed inside the tool box to act as door lift assist.</li> </ul>
Tool Box	<ul style="list-style-type: none"> <li>* (1) .5" Thick polymer tool box will be mounted on the Driver side above the aluminum storage compartment. The dimensions of the tool box is approximately 62"L x 23W x 10" T and will have a single aluminum top, which will be coated with a protective liner (black).</li> <li>* (2) Gas shocks are installed inside the tool box to act as door lift assist.</li> <li>* (2) Cube lights are installed in custom cutout housings on each corner of the tool box, and act as perimeter scene lighting.</li> <li>* Turtle Tile lines the floor (black).</li> </ul>
Hose Tray	<ul style="list-style-type: none"> <li>* (1) .5" Thick polymer tool box will be mounted on the passenger side above the aluminum storage compartment. The dimensions of the tool box is approximately 108"L x 23W x 10" T and will have a single aluminum top, which will be coated with a protective liner (black). A drop down door will be located on the rear end of the hose lay to provide accessibility to hose.</li> <li>* (2) Gas shocks are installed inside the tool box to act as door lift assist.</li> <li>* (2) Cube lights are installed in custom cutout housings on each corner of the tool box, and act as perimeter scene lighting.</li> <li>* Turtle Tile will line the floor (black).</li> </ul>
Skid	<ul style="list-style-type: none"> <li>*400 Gallon polymer water tank with an integrated 10 gallon foam cell. Fill towers are on driver and passenger side, and easily accessible from the cross walk.</li> <li>*3266-BB-K Kubota Diesel, High Pressure WaterAX pump.</li> <li>*Electric Rewind hose reel with 150' of 1" redline booster hose.</li> <li>*Scotty foam system.</li> <li>*LED Water level display on rear of tank.</li> </ul>
Whip Lines	<ul style="list-style-type: none"> <li>* (2) 1" x 8' L Whip lines with control valves will be installed at the front of the tank, accessible via pass thru. One whip line will be one each side of the apparatus.</li> </ul>
Ground Sweep Nozzles	<ul style="list-style-type: none"> <li>* (2) Spray nozzles will be installed (one each side) of the front bumper, they will be independently controlled from inside the cab.</li> <li>* Each nozzle will have a separate electrically operated control valve.</li> <li>* The flow rate will be approximately 15-20 GPM.</li> </ul>
Nozzle Tips	<ul style="list-style-type: none"> <li>(3) Task Force Tip Nozzles / (1)Quadrafog Pistol Grip (1)Bubble Cup (1)Twister Tip</li> </ul>
Rear FMVSS Lighting	<ul style="list-style-type: none"> <li>* The rear DOT lighting will consist of the following LED components:</li> <li>* (2) Grote # 54702 6" oval Stop/Tail/Turn with back up lamp.</li> <li>* (2) Grote #54722 6" oval Stop/Turn/Tail.</li> <li>* (3) LED Identification lights will be located on the rear skirt, center spaced not less than 6" or more than 12" apart.</li> <li>* (6) LED Clearance lights will be installed on the flatbed per the following location: (2) On each top corner of the rear skirt. (2) On the driver side indicating the front and rear of the flatbed. (2) On the passenger side indicating the front and rear of the flatbed.</li> </ul>

Emergency Lighting	<p>* (1) 30" Scene Light bar mounted to the heavy duty front bumper.</p> <p>* (4) cube lights are integrated into the the polymer storage boxes. (2) on the driver side and (2) on the passenger side.</p> <p>* (3) 7.5" Scene light bars are mounted on top of the tank with aluminum guards for protection.</p> <p>* LED Strip lighting will be installed in all aluminum storage compartments with door opening sensors for illumination upon access.</p> <p>* LED Strip lighting will be installed at each entry point of the apparatus, and act as ground lights. Driver side cab, Passenger side cab, Driver side cross-walk entry, Passenger side entry, and at the rear of the apparatus. LED Strip lighting will also be installed in the cross walk.</p> <p>* (1) NFPA 54" light bar will be mounted to the top of the headache rack, and protected by a custom aluminum guard.</p> <p>* (10) RED/WHITE Whelen emergency strobe lights are mounted around the apparatus. (2) on each side of the front bumper, (2) on each side of the body, and (4) on the rear skirt.</p> <p>* (2) RED/WHITE Whelen M4 emergency strobe lights are mounted to the heavy duty front bumper.</p>
Light Bar Shroud	A custom aluminum shroud is coated and installed to protect emergency lightbar.
Door Ajar Sensors	<p>* (4) Door ajar sensors will be installed throughout this apparatus (one in each storage compartment). These heavy duty compression sensors will also double as the compartment interior LED lighting actuator. When the compartment doors open, the LED lights will illuminate. At the same time the compartment door is open, a red indicator light in the center console will illuminate, indicating that a compartment door is open.</p>
Center Console	<p>* A custom polymer center console will be installed between the driver and operator's seat. This console will have an additional storage compartment with a padded arm rest lid and a lockable trigger latch, (2) cup holders, and an additional pocket between the two cup holders.</p>
Siren & Speaker	<p>* (1) Whelen Siren Control (# EPLS2S6) is mounted within the apparatus.</p> <p>* (1) Whelen Driver Side Speaker (# SA31101D) is mounted under the front bumper driver side.</p> <p>* (1) Whelen Passenger Side Speaker (# SA31101P) is mounted under the front bumper passenger side.</p>
Back up Camera	Rear observation camera that displays through the factory screen in the cab
Back Up Alarm	* (1) High Tone back up alarm will be installed on the rear of the apparatus.
Decal	* Custom Decal Package will be installed per the customers specifications.
Paint	The truck body, compartments, and cross walk doors are all painted (Ford Oxford White).
Breathable Air System	* Air Cylinder - 300 cu ft max 4500psi will be installed/plumbed with two connection points, one in the cab (center console) and one in the cross walk.





6901 Ave V  
Houston, Texas 77011  
(713)923-7338

## **Final Inspection / Delivery of Brush Truck**

Proposed by: Beau Evans

08/29/2018

Per customer request, General Truck Body Manufacturing will facilitate the following Inspection and Delivery Instructions.

- General Truck Body will provide (one-way) airfare, ground transportation, hotel accommodations, and meals for (2) representatives of the departments choosing.
- The Final Inspection will be held on the following morning of arrival. The inspection will include both visual and operational tests, which will be overseen by the Quality Control Manager at General Truck Body. Any finding due to defects in manufacturing will be reviewed as "warranty work" and addressed after the inspection. Any additional request from the customer for up fits that are not currently on the Bill of Material will be treated as chargeable and added to a separate purchase order with customer authority.
- Following the inspection, it is understood that the apparatus will be driven from Houston, TX to Hobbs, NM by the department members.



**CITY OF HOBBS**  
 COMMISSION STAFF SUMMARY FORM  
 MEETING DATE: OCTOBER 1, 2018

**SUBJECT:** APPROVAL OF A C.E.S. CONTRACT BETWEEN THE CITY OF HOBBS AND KLEIN AUTOMATION & ELECTRIC, IN THE AMOUNT OF \$92,495.31, FOR THE INSTALLATION OF SECURITY CAMERAS AT JEFFERSON PARK SPORTS COMPLEX AND THE TAYLOR SPLASH PAD

DEPT. OF ORIGIN: PARKS & RECREATION  
 DATE SUBMITTED: September 25, 2018  
 SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

**SUMMARY:**

During FY18 additional security cameras and upgrades to camera/hardware infrastructure were installed in the following Parks: Charlie Brown, Washington Heights, Heizer, City, Jefferson, Del Norte; and at these Splash Pads: Washington, Jefferson, Mills.

For FY 19 in cooperation with the Hobbs Police Department, the Parks & Recreation Department is requesting additional cameras and camera/hardware infrastructure at the following locations:

Jefferson Park Sports Complex  
 Taylor Splash Pad

The Hobbs Police Department and the Parks & Recreation Department recommend the above upgrades be considered and approved on a CES Contract with Klein Automation and Electric in the amount of \$92,495.31. Funds are included for this project in the FY19 budget in the amount of \$100,000.00.

Klein Automation & Electric, who is a local vendor, will perform all of the installation. More importantly, Hobbs Police Department has staff which is very knowledgeable with the systems, cameras and hardware that Klein will install. The Cooperative Educational Services (CES) Contract number is: 15-019N-C108-5678

**Fiscal Impact:**

Reviewed By:   
 Finance Department

The total fiscal impact \$92,495.31, which includes NMGRT. There is \$100,000.00 budgeted for this project in 01-0320-44901-00247.

**Attachments:**

- 1) Quote
- 2) CES Contract Extension for Klein Automation & Electric, Inc.

**Legal Review:**

Approved As To Form:   
 City Attorney

**Recommendation:**

Approve a C.E.S. Contract with Klein Automation & Electric in the amount of \$92,495.31 including NMGRT.

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 REQUISITION/QUOTE FORM**

(Purchases \$500.00-\$5,000.00 SPD & GSA Contract)

TO: CPO

VENDOR NAME:

FROM:

ADDRESS:

DATE:

PHONE/FAX NO:

1) Klein Automation & Electric P.O. Box 340 Albany, NM 98240	2)	3)
--	----	----

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	BENSING PARK INSTALLATION AND SET UP OF CAMERA SYSTEMS		\$ 68,356.40				
1	TAYLOR SPLASH PAD INSTALLATION AND SET UP OF CAMERA SYSTEMS		\$ 24,137.87				
	TOTAL AMOUNT		\$ 92,495.31				
	DELIVERY DATE						
	ESTIMATED SHIPPING CHARGES						

CHECK ONE: STATE CONTRACT / GSA CONTRACT CONTRACT NO. CES# 15-019N-C108-5678 EXPIRATION DATE \_\_\_\_\_

SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: KLEIN AUTOMATION & ELECTRIC POINT OF CONTACT: MARK REINSTEINSON (If new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO) \_\_\_\_\_

Account No. 01-320-44901-00247 Prepared By: CAPT. S. BREVINS Department Approval: \_\_\_\_\_

September 11, 2018

Captain Shane Blevins  
City of Hobbs  
300 North Turner  
Hobbs, New Mexico 88240

RE: Parks Video Surveillance Systems - 2018-19

Capt. Blevins:

At your request, we are submitting this proposal for the Video Surveillance System Radio/Camera upgrades to the systems at the Bensing Park and Taylor Splashed.

### ***Bensing Park***

At this facility, there are currently no video surveillance cameras or radio transmission systems. We are proposing the following:

**Bensing Field #1** - We will furnish and install a single 2 Megapixel, Pan/Tilt/Zoom camera installed on one of the field lighting poles utilizing a pole mount bracket. We will obtain power for the camera from the existing power panel located on the north side of the playing field. We will saw cut the concrete from the power panel to the nearest pole just east of the bleachers. Once we have installed an underground conduit, we will patch the concrete. At the camera location on the pole, we will also install a wireless client for transmission of the video signal to a host located on the east side of Jefferson Park. The host location will be connected to a fiber connection provided by Leaco.

**Bensing Field #2** - We will furnish and install a single 2 Megapixel, Pan/Tilt/Zoom camera installed on the field lighting pole on the north side of the playing field and east of the bleachers. We will trench 120' from the gazebo power source and obtain power from this source. We will make two saw cuts in concrete sidewalks and patch after we have completed the underground conduit. At the camera location on the pole, we will also install a wireless client for transmission of the video signal to a host located on the east side of Jefferson Park. The host location will be connected to a fiber connection provided by Leaco.

**Bensing Field #3** - We will furnish and install a single 2 Megapixel, Pan/Tilt/Zoom camera installed on the lighting pole at the southeast corner of the field. We will obtain power for the camera from the existing power panel located on the west side of the playing field. We will trench 300' from the camera pole to the power panel. We will make a single saw cut and patch once the underground conduit is completed. At the camera location on the pole, we will also install a wireless client for transmission of

the video signal to a host located on the east side of Jefferson Park. The host location will be connected to a fiber connection provided by Leaco.

**Bensing Field #4** - We will furnish and install a single 2 Megapixel, Pan/Tilt/Zoom camera installed on the lighting pole on the west side of the playing field behind the west bleachers. We will obtain power for the camera from the existing power panel located on the west side of the dugout. We will trench 25' and saw cut 3' to the lighting pole. We will patch the concrete after the underground conduit is installed. At the camera location on the pole, we will also install a wireless client for transmission of the video signal to a host located on the east side of Jefferson Park. The host location will be connected to a fiber connection provided by Leaco.

**Concession Stand Building** - We will furnish and install (2) Fixed, 2MP Bullet Style cameras with low light capabilities and remote controlled zoom lenses under the canopy on the west side of the concession stand. These cameras will provide a view of north and south side of the concession stand, as well as the surrounding areas. We will also furnish and install (1) 180 degree view camera on the roof of the canopy on the west side of the concession stand. This camera will provide a 180 degree view of the parking areas, driveway areas, and the restroom entrances west of the concession stand. This is a 2MP camera with multiple streams available to give multiple views, in addition to the 180 degree view. These cameras will all be hardwired back to the wireless client to be installed on the east side of the concession stand building. The client will transmit the video signals to the host located on the east side of Jefferson Park. The host location will be connected to a fiber connection provided by Leaco.

**West Parking Lot** - We will furnish and install a single 2 Megapixel, Pan/Tilt/Zoom camera installed on the lighting pole on the west end of the parking lot between Fields 1&2. We will get power for this camera from the pole power. At the camera location on the pole, we will also install a wireless client for transmission of the video signal to a host located on the east side of Jefferson Park. The host location will be connected to a fiber connection provided by Leaco.

All of the cameras will be linked back to the Eagle IC, where we will install the necessary camera recording software license on the existing Video Insight server. The video recording license will be unlimited entitling you to unlimited software updates and upgrades for the life of the system.

We are proposing to furnish and install the above scope of work for **\$68,356.44**, including applicable taxes and performance bonding costs.

### **Taylor Splashpad**

There is currently no video surveillance system installed at this location. Therefore, we will be install all new wireless transmission and video surveillance camera equipment here.

We are proposing to furnish and install two 2 Megapixel, Pan/Tilt/Zoom cameras on the south pole of the splashpad. We will also install a wireless client on this pole. We will obtain power for the camera and wireless client from the pole power. We will install a wireless host on the power pole on the south side of the splashpad, along the southern fenceline. We will install a hardened, managed network switch and PoE power supply. A fiber connection provided by Leaco can be readily dropped in from their feeder at the splashpad.

We are proposing to furnish and install the above scope of work for **\$24,137.87**, including applicable taxes.

Our CES number for this work is 15-019N-C108-5678.

We are grateful that you have the confidence in our abilities to invite us to propose on this important project. We hope you find this proposal favorable and authorize us to perform this work. If you have any questions, or would like to schedule this work, please do not hesitate to contact me.

Sincerely,

*Mark Kleinsteuber*

Vice President, Engineering Technician

Klein Automation & Electric Inc

575-393-3167  
 Hobbs, NM 88241  
 PO Box 340

# Estimate

Date	Estimate #
8/30/2018	41672

Name / Address
City of Hobbs 200 East Broadway Hobbs, NM 88240

Ship To
City of Hobbs Taylor Splash Pad Hobbs, NM

Representat...	Project
MK	Taylor Splash Pad

Item	Description	Qty	Cost	Total
WES3-AX-BA	KBC, 99Mbs, Host, 5GHZ, Directional, 9dbi	1.00	557.98	557.98T
WES3-AX-CA	KBC, 233Mbps+, Client, PTMP, 5GHZ, Directional, 17dbi	1.00	557.98	557.98T
KBC-SPB-1AF-24	KBC, Power Kit, Poe for (1) IP Camera and (1) PoE Antenna, NEMA 4X Enclosure, k3-6" Pole/Wall Mount	2.00	638.58	1,277.16T
WES2-HT-KT-P8	KBC, 8-Port Industrial PoE+ Switch & Power Supply	1.00	3,577.38	3,577.38T
0910-004	Axis, Q6055E, 1920x1080P, PTZ, IP66	2.00	3,557.24	7,114.48T
5506-951	Axis, Wall Mount Bracket, Q60 Series PTZ	2.00	209.23	418.46T
Z4-5017671	Axis, T91A67 Pole Mount Bracket	2.00	103.935	207.87T
IpSv-UL	VI License, Unlimited SUP	2.00	174.625	349.25T
Commercial Tech ...	Technician/Apprentice/Truck	60.00	111.78	6,706.80T
Bucket Truck	Bucket Truck	40.00	45.775	1,831.00T
	CES Contract #15-019N-C108-5678			

		<b>Subtotal</b>	\$22,598.36
		<b>Sales Tax (6.8125%)</b>	\$1,539.51
		<b>Total</b>	\$24,137.87

Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.

Signature \_\_\_\_\_

Klein Automation & Electric Inc

575-393-3167

Hobbs, NM 88241

PO Box 340

# Estimate

Date	Estimate #
8/28/2018	23247

<b>Name / Address</b>
City of Hobbs 200 East Broadway Hobbs, NM 88240

<b>Ship To</b>
Bensing Park

<b>Representat...</b>	<b>Project</b>
MK	Bensing Sports Complex

Description	Qty
KBC, 233Mps+, Host, 5GHZ, Directional 9dbi	3
KBC, 233Mbps+, Client, PTMP, 5GHZ, Directional, 17dbi	5
KBC, Power Kit, Poe for (1) IP Camera and (1) PoE Antenna, NEMA 4X Enclosure, k3-6" Pole/Wall Mount	5
KBC, 8-Port Industrial PoE+ Switch & Power Supply	1
TrendNet, 8-Port PoE+, 60W Switch, 4PoE/4G Ports	1
Axis, Q6055E, 1920x1080P, PTZ, IP66	5
Axis, T91A67 Pole Mount Bracket	5
RAB, 25' Light Pole, 4x4", Pre-Drilled Top	1
Axis, P3707-PE-360 Degree, Dome Camera, 1080P, Multiple Streams	1
Axis, T94M02D Pendant Kit, P37 Series	1
Axis, Wall Mount with 1.5NPT Threaded End	1
Axis, Q1765LEPT, 2MP, Bullet Camera	2
VI License, Unlimited SUP	8
Saw Cut Machine	16
Ditcher	5
3/4" Schedule 80 PVC Conduit	1,000
3/4" PVC 90, Schedule 80	30
3/4" EMT Conduit	200
3/4" EMT RT Coupling	40
3/4" I-Hole EMT Strap	40
Technician/Apprentice/Truck	120
Bucket Truck	80
Project Performance Bond	1

	<b>Subtotal</b>	\$63,996.67
Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.	<b>Sales Tax (6.8125%)</b>	\$4,359.77
	<b>Total</b>	\$68,356.44

Signature \_\_\_\_\_





# COOPERATIVE EDUCATIONAL SERVICES

## EXTENSION OF CONTRACT

made by and between  
**KLEIN AUTOMATION & ELECTRIC, INC.**  
and  
**Cooperative Educational Services**

Said Contract(s) being numbered:

15-019N C105 5678 Security and Fire Alarm Systems Installation, Maintenance and Repair Products and Services

The existing Contract initially commenced on October 26, 2015 and will expire on October 26, 2017. The Term of Contract and Extension in 2015-019 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through October 25, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until October 26, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2015-019 RFP C

### PRICE ADJUSTMENTS

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

### COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature: \_\_\_\_\_ Date: August 02, 2017

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

Authorized Signature: Mark Kristofer Date: 8/2/2017  
Printed Name: Mark Kristofer Title: Vice President

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on  
10/26/17

*If you do not want to extend this Contract, please sign below and return this agreement*

Discontinue: We desire to discontinue the contract effective 10/26/2017

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*"Your New Mexico Procurement Partner Since 1979"*



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

**SUBJECT:** Resolution Adopting Budgetary Adjustment #2 for the Fiscal Year 2018-2019  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** September 25, 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 #2 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 \$606,157.26 and total revenues increase by \$2,288,317.00. Ending cash balance for all funds increases from \$51,761,994.53 to \$53,444,154.27, a net increase of \$1,649,159.74.

Transfers to Golf Fund in the amount of \$23,153.00 and to CORE Fund in the amount of \$50,000 are also included in this budget adjustment.

The general fund reserve balance increases from 32% to 34%.

**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. 6722

BUDGETARY ADJUSTMENT #2

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 \$606,157.26, and increases to revenues in the amount of \$2,288,317.00; and

WHEREAS, the ending cash balance for all funds is \$53,444,154.27; and

WHEREAS, the General Fund reserve balance increases to 34%;

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 1<sup>st</sup> day of October, 2018

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**City of Hobbs Budget Adjustment Request #2  
FY19 Fund Summary**

	Beginning Cash 06/30/2018	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
1 GENERAL	54,640,045.37	62,391,623.15	(8,315,924.66)	81,306,852.57	27,408,891.29
2 LAND ACQUISITIO	326,192.47	100,000.00	-	325,000.00	101,192.47
<b>General Fund Subtotal</b>	<b>54,966,237.84</b>	<b>62,491,623.15</b>	<b>(8,315,924.66)</b>	<b>81,631,852.57</b>	<b>27,510,083.76</b>
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	-	166,800.00	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	2,578,905.49	11,245,570.27	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	3,176,014.40	4,176,714.40	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	503,317.00	-	924,765.00	22,710.18
29 EMER MEDICAL SI	11.27	20,000.00	-	20,000.00	11.27
<b>Special Revenue Subtotal</b>	<b>2,844,323.19</b>	<b>14,393,863.75</b>	<b>7,180,775.66</b>	<b>22,640,636.21</b>	<b>1,778,326.39</b>
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	2,470,000.04	(1,861,265.22)	-	1,121,000.04
<b>Capitol Project Subtotal</b>	<b>4,076,765.79</b>	<b>3,962,338.04</b>	<b>(1,726,116.22)</b>	<b>3,248,581.00</b>	<b>3,064,406.61</b>
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
<b>Debt Service Subtotal</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,412,213.81</b>	<b>2,412,213.81</b>	<b>1,989,842.96</b>
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	6,850,000.08	(6,791,000.08)	-	60,000.00
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
<b>Utility Subtotals</b>	<b>20,534,897.02</b>	<b>27,903,572.12</b>	<b>449,051.41</b>	<b>43,957,540.26</b>	<b>4,929,980.29</b>
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
<b>Internal Service Subtotal</b>	<b>4,807,427.21</b>	<b>7,008,785.24</b>	<b>-</b>	<b>7,008,785.28</b>	<b>4,807,427.17</b>
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
<b>Trust &amp; Agency Subtotal</b>	<b>9,380,837.09</b>	<b>5,615,164.32</b>	<b>-</b>	<b>5,631,914.32</b>	<b>9,364,087.09</b>
<b>Grant Total All Funds</b>	<b>98,600,331.10</b>	<b>121,375,346.62</b>	<b>-</b>	<b>166,531,523.45</b>	<b>53,444,154.27</b>
		2,288,317.00		606,157.26	

34%

BAR #2 Detail

**Expense:**

**New Money:**

Fund	Org	Object	Project	Dept	Description	Current Budget	Budget Request	New Budget	Comments
1	010100	42601		Commission	Professional Services	2,611,794.00	25,000.00	2,636,794.00	Financial Support to Hispano Chamber for collecting information for the 2020 census
1	010130	43006		Clerks Office	Equipment over \$5000	-	8,000.00	8,000.00	Software to manage IPRA Requests
1	010160	42601		Court	Professional Services	25,000.00	20,000.00	45,000.00	Bailiff - professional services contract
1	010160	42607		Court	Legal Expense	20,000.00	20,000.00	40,000.00	Additional Budget for Court Appointed Attorney
1	010160	42701		Court	Computer/Comp Equip	2,000.00	800.00	2,800.00	Signature pads for courts
1	010202	41101		PD Patrol	Salaries	3,953,586.00	34,545.07	3,988,131.07	Transferring salary from (2) Police Officer positions to create (4) Police Service Aide positions - salary increase \$31,672.27; and transferring salary from (1) Police Officer position to create a Police Intelligence Analyst Position - salary increase \$2,872.80.
1	010202	41111		PD Patrol	FICA	335,697.55	2,083.66	337,781.21	FICA increase for Police Service Aide \$1863.89 and for Police Intelligence Analyst \$219.77
1	010202	41112		PD Patrol	PERA	1,084,385.63	9,508.53	1,093,894.16	PERA increase for Police Service Aide \$8717.79 and for Police Intelligence Analyst \$790.74
1	010310	42210		Library	Service/Mtc Contracts	-	2,225.00	2,225.00	Annual Service Agreement for Hanel Rotomat Cabinet (used for storing library materials)
1	010310	42501		Library	Buildings & Grounds	7,500.00	6,500.00	14,000.00	Additional budget to move two door card readers to help secure locations in the library'
1	010320	44901 00213		Parks	City Park Project	1,467,535.00	60,000.00	1,527,535.00	Additional budget to cover project overrun which includes fiber for security cameras and a new waterline service
1	010332	42501		Teen Center	Buildings & Grounds	8,000.00	7,100.00	15,100.00	Additional budget to address safety concerns (broken/missing fire alarm strobes \$3000; fire extinguisher \$600; removal of unsafe wall mounted mirror \$ 1500; replacement window \$ 1000; addition of push gate fire exit for skate park \$ 1000)
1	010332	42706		Teen Center	Equipment under \$5000	-	7,500.00	7,500.00	Replacement of worn/broken furniture (7 office chairs \$3500 & 2 Office Desks \$4000)
1	010342	42203		Public Information	Dues & Subscriptions	3,380.00	7,200.00	10,580.00	for ArchiveSocial subscription
1	010342	42353		Public Information	Training	-	1,500.00	1,500.00	misc education and training
1	010342	42301		Public Information	Supplies - Office	2,000.00	1,000.00	3,000.00	Misc Supplies
1	010342	42315		Public Information	Food & Linen	250.00	1,500.00	1,750.00	food/beverages for meetings, table cloths and other hosting materials
1	010342	42321		Public Information	Special Events	2,000.00	2,000.00	4,000.00	to cover a prior year operating PO
1	010343	42601		HAAC	Professional Services	100,000.00	15,000.00	115,000.00	Increase budget requested due to increase in services provided at the Animal Adoption Center
1	010343	42311		HAAC	Animal Food/Veterinary Service	107,328.00	15,000.00	122,328.00	Increase budget requested due to increase in services provided at the Animal Adoption Center

BAR #2 Detail

1	010343	43013 00201	HAAC	Pet Smart Grant Expense	-	10,000.00	10,000.00	Grant Award for installation of outdoor dog runs and outdoor kennel space (expense budget)
1	010420	42210	Garage	Service/Mtc Agreements	-	1,000.00	1,000.00	Budget for Annual Mtc Agreement for Garage Diagnostic Equipment
1	010420	42302	Garage	Travel Meals & Schools	4,500.00	5,500.00	10,000.00	Increase travel budgets
1	010420	42403	Garage	Machine Repair & Mtc	90,000.00	10,000.00	100,000.00	additional budget for fire truck engine an suspension repair
1	010420	42501	Garage	Buildings & Grounds	1,500.00	25,000.00	26,500.00	Automatic Gate - replacement of existing gate
1	010420	42706	Garage	Equipment under \$5000	-	2,300.00	2,300.00	Budget for new Vehicle Diagnostic Equipment
1	010421	42302	Building Mtc	Travel Meals & Schools	2,160.00	1,500.00	3,660.00	Increase travel budgets
1	010421	42706	Building Mtc	Equipment under \$5000	-	7,000.00	7,000.00	\$5000 Replace furniture that has been removed; 2000 Meghan's office filing cabinets/tall cabinets
1	010421	43006	Building Mtc	Equipment over \$5000	-	10,000.00	10,000.00	projector improvement in Commission Chamber
1	010423	42302	Streets	Travel Meals & Schools	5,000.00	8,000.00	13,000.00	Increase travel budgets
1	010423	43006	Streets		-	10,000.00	10,000.00	Replacement of existing gate at Street and Traffic Dept
<b>1 Total</b>						<b>336,762.26</b>		
12	124012	42353	LEPF	Training	60,000.00	50,000.00	110,000.00	Adding prior year LEPF Carryover to Budget
12	124012	42353	LEPF	Equipment over \$5000	19,800.00	37,000.00	56,800.00	Adding prior year LEPF Carryover to Budget
<b>12 Total</b>						<b>87,000.00</b>		
16	164016	42332	CORE	Filters	-	50,000.00	50,000.00	Filter maintenance for CORE not previously budgeted
<b>16 Total</b>						<b>50,000.00</b>		
18	184316	42340	Golf Clubhouse	Supplies - Golf Course	9,000.00	2,000.00	11,000.00	miscellaneous expenses (line out of budget)
18	184316	42357	Golf Clubhouse	Advertising	10,000.00	2,970.00	12,970.00	yearly contract course logix
18	184316	43006	Golf Clubhouse	Equipment over \$5000	134,804.00	18,183.00	152,987.00	A/C
<b>18 Total</b>						<b>23,153.00</b>		
28	284028		Fire Protection		-	109,242.00	109,242.00	New Expense budget for Fire Marshal Grant
<b>28 Total</b>						<b>109,242.00</b>		
<b>Grand Total</b>						<b>606,157.26</b>		
<b>Reclasses:</b>								
1	010170	42301	Personnel	Supplies - Office	9,600.00	(500.00)	9,100.00	reclass funds for Dept. Chair purchase
1	010170	42706	Personnel	Equipment under \$5000	2,400.00	500.00	2,900.00	Needed additional funds for Dept Chair purchase
1	010204	42706	PD Support	Equipment under 5000	5,000.00	20,000.00	25,000.00	reclass for furniture purchase
1	010204	43007	PD Support	Furniture/Appliance	20,000.00	(20,000.00)	-	reclass for furniture purchase
1	010310	43006	Library	Equip over \$5000	22,271.00	(22,271.00)	-	Line Item carryover not needed - transferring excess to security project
1	010310	46325	Library	Bond C Issue Funds	127,866.07	(62,219.00)	65,647.07	Line item overbudgeted - transferring excess budget to security project
1	010420	44901 00279		Security Upgrades - Citywide	500,000.00	84,490.00	584,490.00	Transferring excess library budget to security upgrades line item to fund library security upgrades

BAR #2 Detail

1	010420	44901	00051	Build. Mtc	Miscellaneous Construction	500,000.00	(500,000.00)	-	reclass money allocated for security upgrades to its own project
1	010420	44901	00279	Build. Mtc	Security Upgrades - Citywide	-	500,000.00	500,000.00	reclass money allocated for security upgrades to its own project
16	164016	42232		CORE	Service - Janitor	106,200.00	(106,200.00)	-	remove budget for janitorial contract
16	164016	42601		CORE	Professional Services	211,380.00	50,000.00	261,380.00	reclass budget to contract 4 additional instructors and 1 additional personal trainer
16	164016	41102		CORE	Overtime	50,000.00	56,200.00	106,200.00	reclass to resolve overtime budget issue
62	624062	44901	248	WW Plant	Manhole Rehab Project	350,720.00	(150,000.00)	200,720.00	reclass money to purchase new Semi Truck
63	634375	43003		Biosolids	Vehicle Replacement	-	150,000.00	150,000.00	reclass money to purchase new Semi Truck
						-	-	-	

**Revenue:**

Fund	Org	Object	Project	Dept	Description	Current Budget	Budget Request	New Budget	Comments
1	019999	30770	00201	GF Rev	Pet Smart Grant Revenue	-	(10,000.00)	(10,000.00)	Grant Award for installation of outdoor dog runs and outdoor kennel space (Revenue Budget)
1	019999	30109		GF Rev	Gross Receipts 1.25%	(24,000,000.00)	(1,000,000.00)	(25,000,000.00)	Increase GRT Projection to \$50,000,000 in General Fund
1	019999	30309		GF Rev	Gross Receipts 1.225%	(24,000,000.00)	(1,000,000.00)	(25,000,000.00)	Increase GRT Projection to \$50,000,000 in General Fund
<b>1 Total</b>							<b>(2,010,000.00)</b>		
28	289999	30730		Fire Protection	Fire Marshal's Grant	-	(98,317.00)	(98,317.00)	New Revenue Budget for Fire Marshal Grant
<b>28 Total</b>							<b>(98,317.00)</b>		
49	499999	30111		Comm Imp	Gross Receipts .125%	(2,350,000.04)	(120,000.00)	(2,470,000.04)	Increase to Infrastructure Tax Projection based on increase of GRT in General Fund
<b>49 Total</b>							<b>(120,000.00)</b>		
65	659999	30112		Jt Util	Gross Receipt .0625%	(1,175,000.00)	(60,000.00)	(1,235,000.00)	Increase to Environmental Tax Projection based on increase of GRT in General Fund
<b>65 Total</b>							<b>(60,000.00)</b>		
<b>Grand Total</b>							<b>(2,288,317.00)</b>		

**Transfers:**

1	019999	30890		Transfers	transfer to 16		50,000.00		transfer from general fund to fund 16 (CORE)
16	169999	30851		Transfers	transfer from 1		(50,000.00)		transfer from general fund to fund 16 (CORE)
1	019999	30804		Transfers	transfer to 18		23,153.00		transfer from general fund to fund 18 (Golf)
18	189999	30802		Transfers	transfer from 1		(23,153.00)		transfer from general fund to fund 18 (Golf)
							-		



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

SUBJECT: Publication of An Ordinance Amending Chapter 2.04 Of The Hobbs Municipal Code Relating to the City Commission and Mayor

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: September 25, 2018  
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

On January 28, 2008, the City Commission adopted Ordinance No. 978, which repealed and amended certain sections of Chapter 2.04 of the Hobbs Municipal Code. These 2008 amendments left conflicts regarding the Mayor's duties in a public meeting in Article I(F)(1)(d), and Article II(A)(1)(e), which both address public comments at Commission meetings. Additionally, the 2008 amendments did not account for time, place, and manner restrictions on public comment which are authorized under both the United States Constitution and the New Mexico Constitution. The current proposed amendments seek to resolve any conflicts in the Mayor's duties and implement time, place, and manner restrictions on public comment.

Fiscal Impact:

There is no fiscal impact for this proposed ordinance amendment.

Reviewed By: 

Finance Department

Attachments:

Proposed Ordinance

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

The Commission should approve publication of the Ordinance.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_



CITY OF HOBBS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 2.04 OF THE  
HOBBS CITY CODE RELATED TO THE CITY COMMISSION AND MAYOR

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the following section of Chapter 2.04 of the Hobbs Municipal Code are hereby amended to read as follows:

**Chapter 2.04 CITY COMMISSION AND MAYOR RULES**

2.04.060 - Rules of procedure—Other matters.

Article I - General Provisions

F. Duties of the Presiding Officer.

1. Mayor Responsibilities.

- a. The Mayor is the presiding officer of all meetings of the City Commission, both regular and special. The Mayor shall preserve order and decorum and have general direction of the Commission Chambers.
- b. Announce the business before the body in the order in which it is to be acted upon.
- c. Recognize the speakers entitled to the floor and guide and direct the proceedings of the body.
- d. Call for public input. ~~on-agenda items.~~
- e. Decide all points of order, subject to appeal, unless he or she prefers to submit the point to the decision of the Commission.
- f. Put to vote all questions which are regularly moved or otherwise arise in the course of the proceedings; the Mayor has the same right to vote and participate as a Commissioner.
- g. In accordance with the Municipal Charter, the Commission shall elect from its membership at its first meeting following the regular municipal election a standing Mayor Pro Tempore who, in the absence of the Mayor, upon the Mayor's inability to act, or upon the request of the Mayor, shall preside and shall have all the powers and authority of the Mayor.
- h. In the absence of the Mayor or the Mayor Pro Tem, a temporary presiding officer may be appointed from the remaining Commissioners, who shall serve and act with full authority and power of the Mayor for and during the tenure of the meeting for which he or she is appointed.

Article II - Meeting Procedures

A. Order of Business.

1. The order of business shall be conducted as follows, provided that the presiding officer may rearrange items to conduct business more efficiently:
  - a. Call to Order and Roll Call;
  - b. Invocation and Pledge of Allegiance;
  - c. Approval of Minutes;

- d. Proclamation and Awards of Merit;
- e. Public Comments (~~Regarding Non-Agenda Items~~);
- f. Consent Agenda. (To be used only for routine, ministerial items when the agenda is lengthy.) 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;
- g. Discussion;
- h. Action Items (Ordinances, Resolutions, Public Hearings);
- i. Comments by City Commissioners, City Manager;
- j. Adjournment—Motion, Second, Vote.

B. Rules of Order.

1. Debate. Debate is the essential feature of a legislative body. It is the means by which the opinions of members are exchanged, questions deliberated and conclusions reached on the business before the body.
  - a. To Permit Debate. There must be a debatable question before the body, and one (1) member must have been recognized as entitled to speak.
  - b. Time Limits. The presiding officer may set time limits in debate, including a time limit on members and public input.
  - c. Call the Question (Previous Question). Debate may be closed by calling the question. If there is no objection, the presiding officer shall immediately call the question; otherwise a second and subsequent vote is needed to close debate. A call for the question is not debatable.
2. Voting.
  - a. Each member in attendance must vote for or against all measures before the body unless there is a stated and disclosed conflict of interest, for which abstention is allowed.
  - b. Except for "show of hands" procedural matters, so declared by the presiding officer, voting shall be by simultaneous electronic voting equipment. For audio recording purposes, the presiding officer will announce the voting results at the end of each vote. Each member's vote shall be recorded in the minutes. In the event of an equipment malfunction, voting shall be by roll call. Roll call votes shall be at random, but the presiding officer shall vote last.
3. Decorum.
  - a. All remarks shall be addressed through the presiding officer.
  - b. Members shall confine their remarks to the question under discussion or debate, avoiding personal references or attacks on fellow members, staff members or members of the public. No member of the governing body shall engage in private discourse or commit any other act tending to distract the attention of the governing body from the business before it.
  - c. A member of the governing body or public who resorts to persistent irrelevance or persistent repetition may be directed to discontinue his or her speech by the presiding officer.
  - d. Point of Order. A member may call attention to the violation of the rules or a mistake in procedure by claiming a point of order. The presiding officer may permit a full explanation before ruling on the claim and may submit the question to the governing body for decision by a majority vote. The presiding officer is not required to decide any point of order not directly presented in the proceedings of the body.
  - e. Question of Privilege. Questions of privilege do not relate to pending business but concern special matters of immediate and overriding importance which should be allowed to

interrupt the consideration of any other matter. The presiding officer makes all rulings as to whether a request for privilege is granted.

4. Public Comment.

- a. Persons Addressing the Commission in an Open Meeting. Each person who addresses the Commission shall not make disruptive comments which include, but are not limited to, personal attacks, threatening remarks, repetitive remarks, slanderous remarks, derogatory remarks, profane remarks, or other comments or acts that disrupt the proceedings.
- b. Warning and Redress. Pursuant to Article I(F)(1)(a) herein, the presiding officer shall preserve order and decorum in the proceedings. As such, the presiding officer shall request that a person who is disrupting the proceedings cease disruption. If, after receiving a warning from the presiding officer, a person persists in disrupting the proceedings, the presiding officer shall order the person to leave the Commission meeting.
- c. Time limits. Pursuant to Article II(B)(1)(b), the presiding officer may set time limits on public comment. The period of time allotted for public comment shall not exceed a maximum of 30 minutes in the aggregate, unless a majority of Commissioners vote to extend the time. Each speaker shall be afforded the same amount of time, set by the presiding officer, within the aggregate time allotted.
- d. Prior registration required. In order to maximize efficiency and preserve decorum, each member of the public wishing to provide public comment before the Commission shall register to do so by signing the Public Comment Registration Form, located in the Commission Chambers, prior to commencement of the meeting in which they wish to speak. The presiding officer shall have the authority to call for further public input at any time during the meeting. This section shall be exclusive from the process for Article III – Public Hearings.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

SUBJECT: EAST OF NORTH BENSING ANNEXATION--FIRST READING OF ORDINANCE TO APPROVE THE EAST OF NORTH BENSING ANNEXATION AND AUTHORIZE PUBLICATION OF ORDINANCE.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 24, 2018
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The East of North Bensing Annexation area contains 163.23 +/- acres and is located northwest of the intersection of W. Bender and N. West County Road. The annexation is comprised of 86.14 +/- acres of petitioned property.

The annexation proposal was presented to the Planning Board at the September 18, 2018 meeting. After review the Planning Board recommended approval to the Commission with a 5-0 vote. The Commission must authorize publication of the Ordinance. Final review and adoption of the Ordinance would occur in November.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

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

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

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the Publication of the Ordinance Consenting to the East of North Bensing Annexation.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CONSENTING TO THE EAST OF NORTH BENSING ANNEXATION, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNERS OF THE MAJORITY OF PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owners of the majority of property have petitioned the City of Hobbs to annex to the City an area in Section 19 and Section 20, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing 163.23 +/- acres; and more particularly described as follows:

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF SECTION 20, AND THE EAST 40.00 FEET OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

WHEREAS, the properties are contiguous to the present corporate limits of the City, and the Petitioners comprise the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on September 18, 2018 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 5-0 vote; and

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

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

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

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

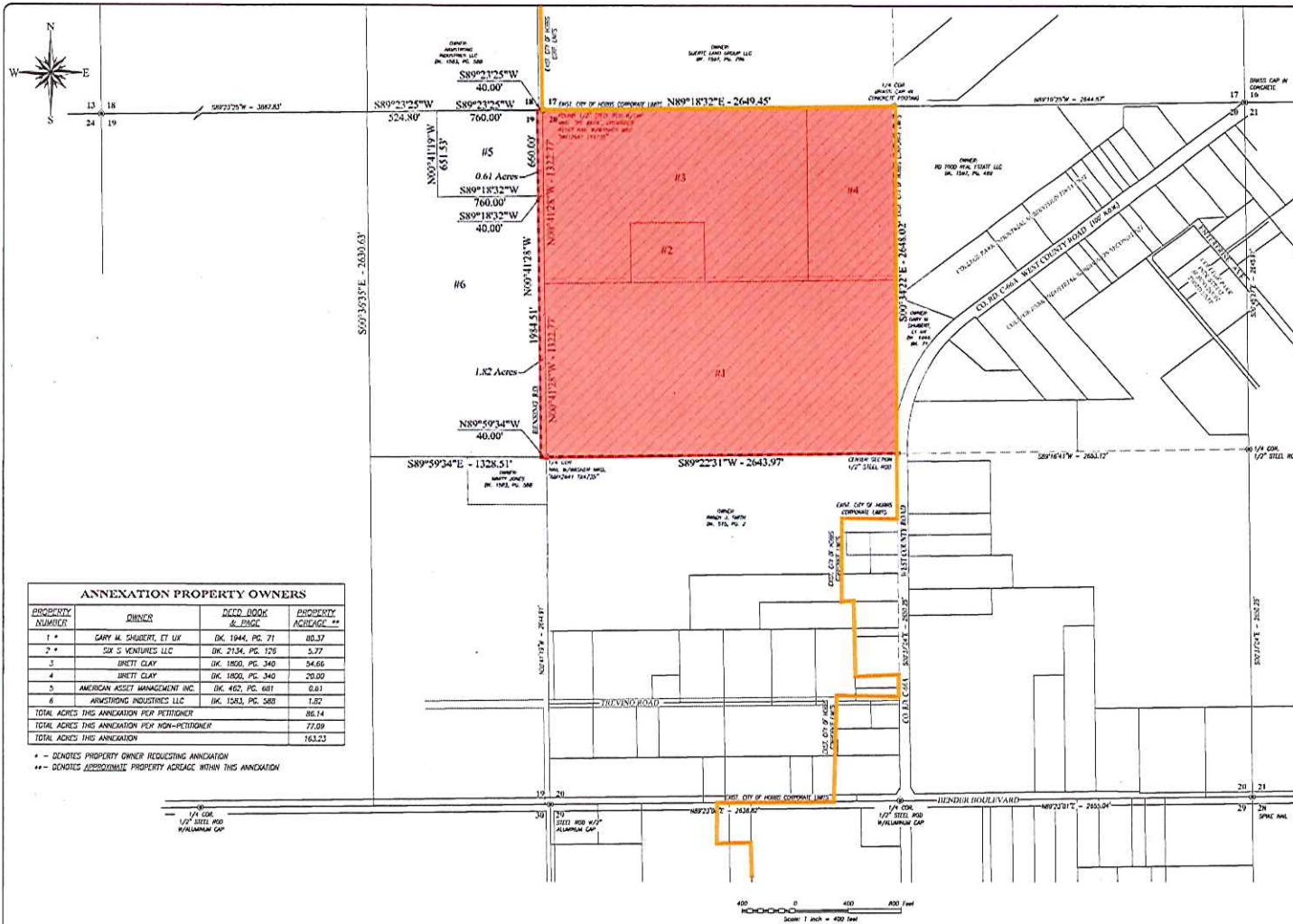
PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
SAM D. COBB, MAYOR

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK

PRELIMINARY SEPTEMBER 16, 2018  
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.



ANNEXATION PROPERTY OWNERS			
PROPERTY NUMBER	OWNER	DEED BOOK & PAGE	PROPERTY ACRES **
1 *	GARY M. SHUBERT, ET UX	DK. 1944, PG. 71	80.37
2 *	SIX S VENTURES LLC	DK. 2134, PG. 129	5.77
3	BRITT CLAY	DK. 1800, PG. 340	54.66
4	BRITT CLAY	DK. 1800, PG. 340	20.00
5	AMERICAN ASSET MANAGEMENT INC.	DK. 462, PG. 681	6.81
6	AMERICAN INDUSTRIES LLC	DK. 1583, PG. 389	1.82
TOTAL ACRES THIS ANNEXATION PER PETITIONER			182.44
TOTAL ACRES THIS ANNEXATION PER NON-PETITIONER			77.09
TOTAL ACRES THIS ANNEXATION			163.23

\* - DENOTES PROPERTY OWNER REQUESTING ANNEXATION  
\*\* - DENOTES APPROXIMATE PROPERTY ACRES WITHIN THIS ANNEXATION

**SURVEYOR'S CERTIFICATE:**

I, GARY C. EDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY C. EDSON \_\_\_\_\_ DATE: \_\_\_\_\_  
PROFESSIONAL SURVEYING SERVICES SINCE 1988  
**JOHN WEST SURVEYING COMPANY**  
412 N. GULF ROAD SUITE 100, HOBBBS, NM 88406  
(505) 483-3112 www.jwsurvey.com  
NEW MEXICO



**LEGEND:**

- ⊙ - DENOTES FOUND MONUMENT AS NOTED
- ⊙ - DENOTES SET MONUMENT AS NOTED
- DENOTES PROPOSED CITY OF HOBBS CORPORATE BOUNDARY

**NOTE:**

- BEARINGS SHOWN HEREON ARE MERIDIAN GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE SURFACE VALUES.
- ADJACENT OWNERSHIP OBTAINED FROM LEA COUNTY ASSESSOR'S OFFICE.

**EAST OF NORTH BENSING ANNEXATION  
TO THE CITY OF HOBBS,  
LEA COUNTY, NEW MEXICO**

SITUATED IN THE NORTHWEST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO

THE FOREGOING ANNEXATION OF THE NORTHWEST QUARTER OF SECTION 20, AND THE EAST 40.00 FEET OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

SAM COOIL  
MAYOR, CITY OF HOBBS

**ACKNOWLEDGMENT:**  
STATE OF NEW MEXICO  
COUNTY OF LEA  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D., BY MAYOR SAM COOIL.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF MUNICIPAL APPROVAL:**  
I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF AN ANNEXATION TRACT TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY ORDINANCE No. \_\_\_\_\_ ON THE \_\_\_\_\_ OF \_\_\_\_\_, 2018 A.D.

JAN FLETCHER, CITY CLERK

**ACKNOWLEDGMENT:**  
STATE OF NEW MEXICO  
COUNTY OF LEA  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D., BY JAN FLETCHER.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF APPROVAL  
BY THE CITY PLANNING BOARD:**  
THE PLAT, RESTRICTIONS REVIEWED AND APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D., BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HODGE, III

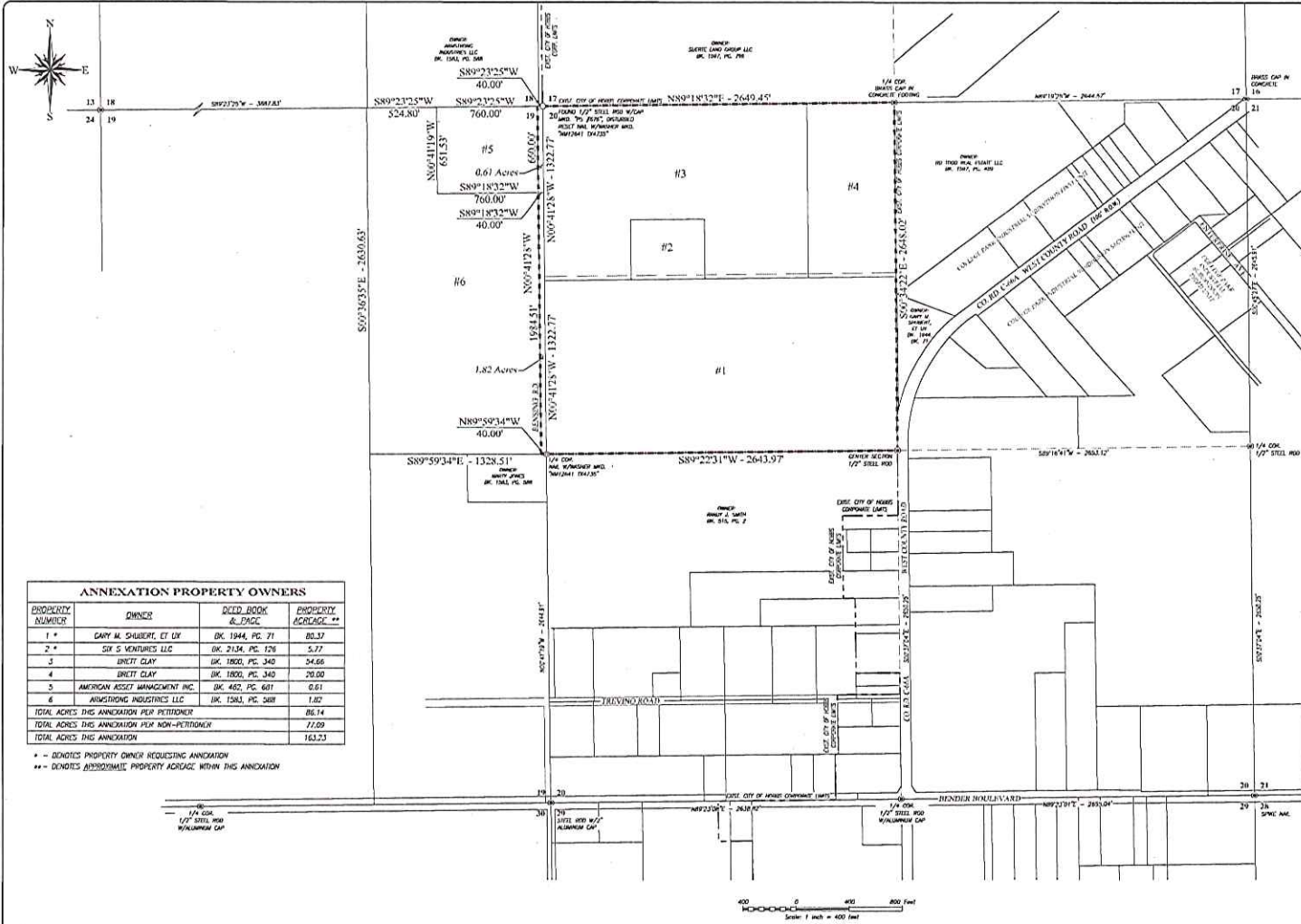
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STATE OF NEW MEXICO  
COUNTY OF LEA  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 A.D., BY WILLIAM M. HODGE, III.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
RECORDED BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
CITY OF HOBBS

Scale: One Inch = Four Hundred Feet  
Cedar Street & Dwyer Street - UNDESIGNED  
JANICE W. D. PAUL, LEA COUNTY PLANNING BOARD MEMBER  
CITY OF HOBBS, NEW MEXICO  
A PLAT OF NEW MEXICO  
COUNTY OF LEA - FILED

PRELIMINARY, SEPTEMBER 16, 2018  
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.



ANNEXATION PROPERTY OWNERS			
PROPERTY NUMBER	OWNER	DEED BOOK & PAGE	PROPERTY ACREAGE **
1 *	GARY M. SHAUBERT, ET UX	DK. 1944, PG. 71	80.37
2 *	SIX S VENTURES, LLC	DK. 2154, PG. 126	5.77
3	BRETT CLAY	DK. 1800, PG. 340	54.66
4	BRETT CLAY	DK. 1800, PG. 340	20.00
5	AMERICAN ASSET MANAGEMENT INC.	DK. 462, PG. 687	0.61
6	AMERSON INDUSTRIES LLC	DK. 1580, PG. 589	1.82
TOTAL ACRES THIS ANNEXATION PER PETITIONER			86.14
TOTAL ACRES THIS ANNEXATION PER NON-PETITIONER			77.09
TOTAL ACRES THIS ANNEXATION			163.23

\* - DENOTES PROPERTY OWNER REQUESTING ANNEXATION  
\*\* - DENOTES APPROXIMATE PROPERTY ACREAGE WITHIN THIS ANNEXATION

**SURVEYOR'S CERTIFICATE:**  
I, GARY C. EDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY C. EDSON DATE: \_\_\_\_\_  
PROFESSIONAL SURVEYING SERVICES  
JOHN WEST SURVEYING COMPANY  
4427 N. GARDEN AVENUE, SUITE 100, ALBUQUERQUE, NM 87110  
(505) 423-2117 www.jwsc.com



**LEGEND:**  
 ⊕ - DENOTES FOUND MONUMENT AS NOTED  
 ⊙ - DENOTES SET MONUMENT AS NOTED  
 --- - DENOTES PROPOSED CITY OF HOBBS CORPORATE BOUNDARY

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SAM COOK  
 MAYOR, CITY OF HOBBS

**ACKNOWLEDGMENT:**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018 A.D. BY MAYOR SAM COOK.

NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_

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JAN FLETCHER, CITY CLERK

**ACKNOWLEDGMENT:**  
 STATE OF NEW MEXICO  
 COUNTY OF LEA  
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018 A.D. BY JAN FLETCHER.

NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:**  
 THE PLAT, RESTRICTIONS REVIEWED AND APPROVED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HEDGS, III

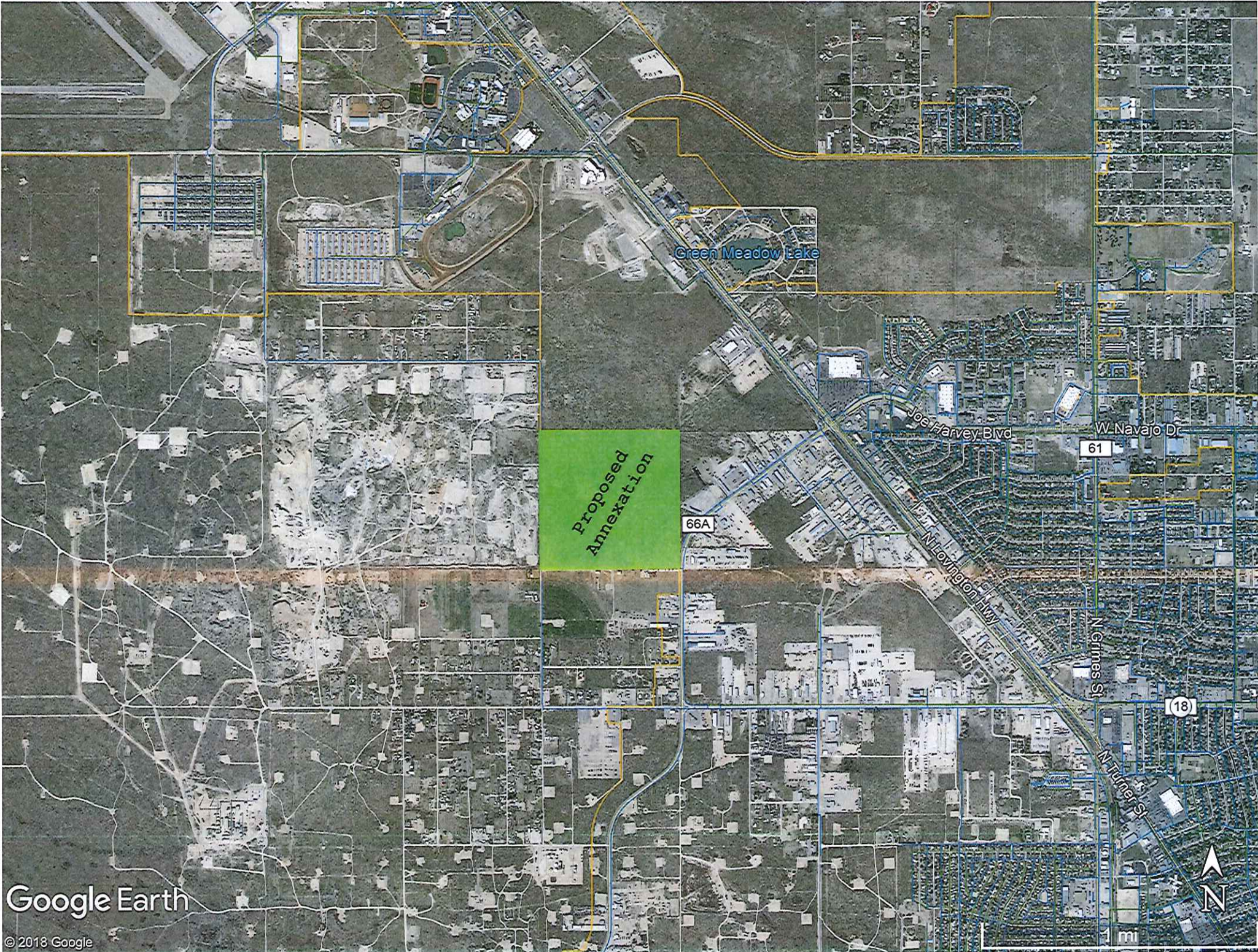
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 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018 A.D. BY WILLIAM M. HEDGS, III.

NOTARY PUBLIC  
 MY COMMISSION EXPIRES: \_\_\_\_\_

Scale: One Inch = Four Hundred Feet  
 CAD: Bradley & Tracy PWS - 8972108  
 JANU 18, 12, 19, 20  
 JANC 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

STATE OF NEW MEXICO  
 COUNTY OF LEA - FLESH

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Recorded: Book \_\_\_\_\_ Page \_\_\_\_\_  
 Color: \_\_\_\_\_ Size: \_\_\_\_\_



Proposed  
Annexation

Green Meadow Lake

Joe Harvey Blvd

W Navajo Dr

66A

61

N Lovington Hwy

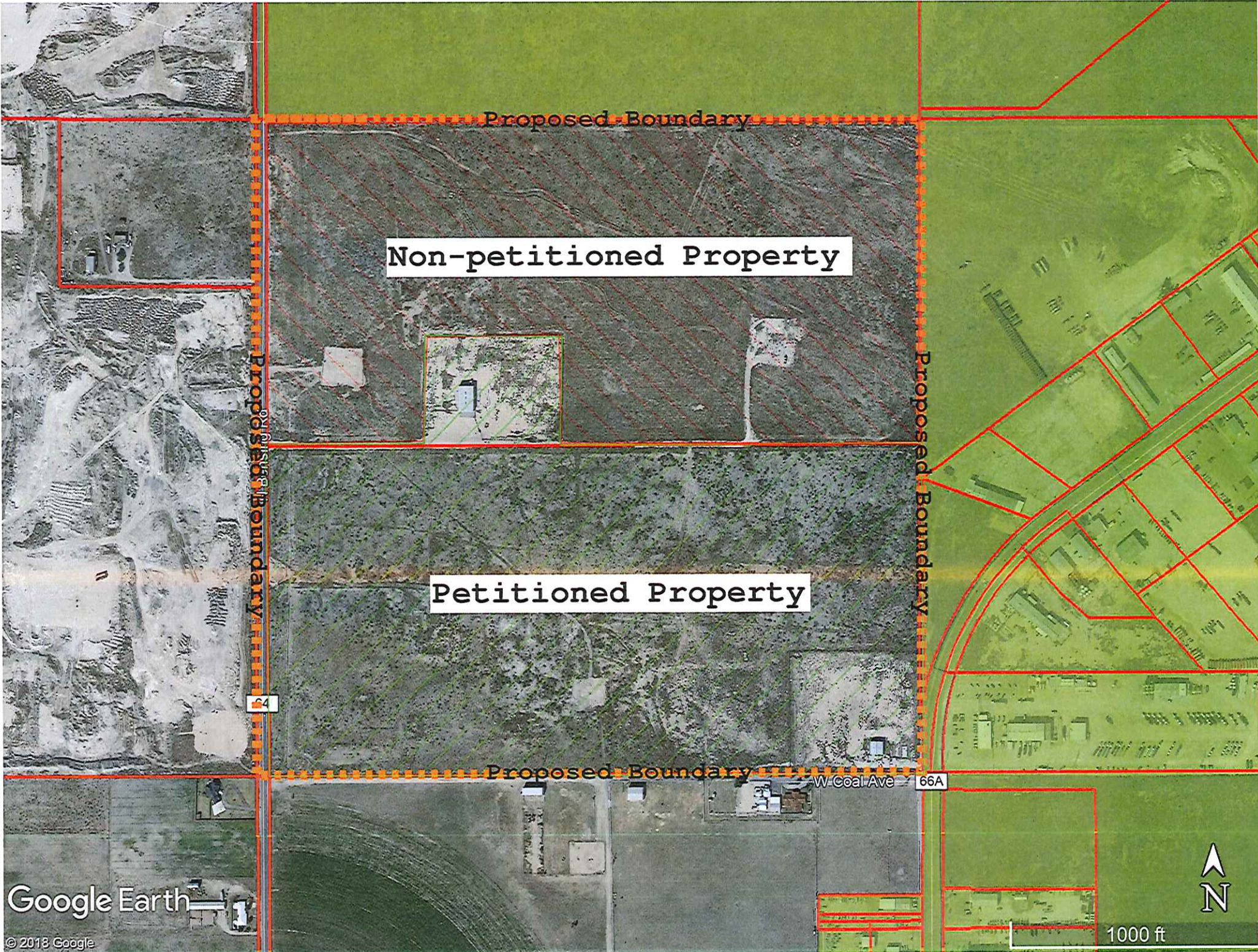
N Grimes St

18

N Turner St







Proposed Boundary

Non-petitioned Property

Proposed Boundary

Proposed Boundary

Petitioned Property

Proposed Boundary

W Coal Ave 66A

Google Earth

© 2018 Google



1000 ft

PETITION FOR ANNEXATION

COMES NOW, GARY M. SCHUBERT (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of \_\_\_\_\_ to the City of Hobbs, more particularly described as follows:

REFER TO ATTACHED MAP & DEED

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

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

Petitioner: GARY M. SCHUBERT  
By: Gary M. Schubert  
Its: President/Owner

7/16/10  
Date

PETITION FOR ANNEXATION

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✓2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.

✓3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.

Petitioner: GARY M. SCHUBERT

By: Gary M. Schubert

Its: President/Owner

7/16/18  
Date

4) Communications from Citizens.

There were no communications from citizens.

- 5) Review and Consider side yard setback variance request for a residential single family housing unit to be located on Lot 24 of Tanglewood Unit 2 Subdivision, as submitted by French Brothers, property owner. This particular lot, Lot #24 of Tanglewood Unit 2 Subdivision, is located in the southwest corner of Tanglewood, a minor residential, and Ranchland, a major collector. The side yard setback at this location should be 10' from the property line; the proposed structure is requested to be located 9' from the property line requiring a 1' variance.

Mr. Robinson discusses the side yard setback at Lot 24 of Tanglewood Unit 2. He said it is required to be 10 foot in this area. He said the property owner is requesting a 9 foot setback. He said the model home is 1 foot too wide for the corner lot so they are asking for a variance. He said the minimum distance that the Fire Department wants between the fence and the structure is 5 foot. Mr. Kesner made a motion, seconded by Mr. Drennan to approve the variance. The vote on the motion was 5-0 and the motion carried.

- 6) Review and Consider Proposed Annexation of +/- 80 acres of property located northwest of the intersection of W. Bender and NW County Road.

Mr. Robinson said this item was before the Board last month. He said the direction of the Board was to send property owner notifications and include the properties north of the proposed annexation. He said the letters were sent out and there was no response for or against. Mr. Smith asked if the city was going to extend the water or sewer line? Mr. Randall said they looped the water line down W. County Rd to Marland Street. Mr. Robinson said the developer will be extending water to his 80 acres and they are addressing the sewer. Mr. Hicks said the city doesn't have any plan to extend utilities but the developer may. Mr. Smith said he farms the field south of the annexation and he asks if it would affect him with farming and the cows and horses. Mr. Hicks said they would be the frontage area he owns to be in the city but they do not have to have the farm land and his house in the city. He said then when there is water and sewer available they could tie on.

Mr. Robinson said if he hooks on to city utilities then he would be charged his fair share. Mr. Kesner said that he has cattle and if it is inside the city limits then what ordinances would be required of him. Mr. Robinson said if he wanted to be annexed he could petition for a rural open space district for animals. He said running a pivot would be a problem though. Mr. Smith said he did have a pivot. Mr. Robinson said unless he hooks onto the city system then it would not be an issue. Mr. Smith said he had 60 something acres of water rights would that affect that? Mr. Robinson said the city asks during annexation that they grant the water rights to the city.

Mr. Smith said he wouldn't mind them annexing the front portion but the area in the back where he raises his hay he would have to shut his water well down and that would not work for him. Mr. Hicks said he could annex a portion of his property. Mr. Robinson said a subdivision would be his best bet. Ms. Smith asked if Mr. Schubert's property was going to

be housing or commercial? Mr. Kesner said he thought it was going to be commercial. He asked Mr. Robinson if he heard back from parcels 1, 2, 3? Mr. Robinson said no. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the annexation to include the petition areas and area 2 and 3 of the notification which he believed was Mr. Brett Clay's properties. Mr. Hicks asked Mr. Smith if he wanted the front area of his property to be included in the annexation between now and the Commission Meeting he could contact Mr. Robinson. Mr. Kesner said he would agree with that and made an amendment to the motion to include Mr. Smith's property if he desires to be annexed. The vote on the motion was 5-0 and the motion carried.

Mr. Cory Needham, Assistant County Manager with Lea County said they support the growth of the city but as the commercial properties get developed and have accesses to Bensing Road to the West. He said they will go from Bensing Road onto Bender and through a residential neighborhood he would like the city to keep in mind their MTP and Master Plans to see if they can make some connections onto W. County Road to Lovington Highway or up to Millen. He said he would like to try and relieve some of the traffic off of Bensing. Mr. Donahue said he thought the plan was to run a road to connect W. County Road into Bensing in the middle of the property that is being annexed. Mr. Needham asked if he thought that was the first phase or were they going to connect to Bensing first. Mr. Donahue said they did not know yet how it would develop out. Mr. Needham said Bensing is a 24 foot road right now and it may be difficult to share trucks with. Mr. Robinson said the annexation would require that the city annex the entire portion of Bensing adjacent to the annexation area. He said there would have to be agreements between the city and the county.

7) **Review and Consider Proposed Amendment to the City of Hobbs Major Thoroughfare Plan - OFF-STREET OR ON-SITE PARKING REQUIREMENTS POLICY.**

Mr. Robinson said recently there have been some variance issues and request for off-street parking and staff is proposing an amendment. He said he thought this would clarify the off-street parking. Mr. Robinson said that there had to be onsite parking outside of covered parking. Mr. Hicks asked if he was saying a house had a garage and no driveway then it would count as two offstreet parking areas. Mr. Robinson said he believes the Board wants two parking spaces outside of the garage. Mr. Kesner said on Mesa Verde there is rear access houses that would all be noncompliant if they pass this ordinance. Mr. Robinson said built prior to the MTP. Mr. Kesner said if another developer came in and wanted to do similar type housing they would not be able to. Mr. Robinson said they would have to provide 2 parking spaces for parking.

Mr. Kesner said this amendment doesn't differentiate single and multi-family homes. Mr. Hicks said it should state per dwelling unit. Mr. Kesner said in garden homes you want zero or low maintenance then you would either have to concrete the entire width of the parcel or have landscaping and they may not want that. Mr. Robinson said when properties are developed they need to develop two parking spaces off the street so that people around you are not negatively impacted. Mr. Kesner said the ideal of development is giving the developer the opportunity to develop lands that are marketable. He said if they want to accommodate all generations then he is open to have no yard. Mr. Hicks said this amendment is to clarify two off-street parking requirements. He said he thinks just add



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

**SUBJECT:** A RESOLUTION AMENDING THE CITY OF HOBBS MAJOR THOROUGHFARE PLAN REGARDING ON-SITE PARKING.

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: September 24, 2018  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** The Major Thoroughfare Plan was adopted by the City Commission in November 2005 as an amendment to the 2004 Comprehensive Community Development Plan. The Major Thoroughfare Plan establishes minimum on-site parking requirements for residential units within the municipal boundaries. The proposed amendment will clarify the intent of the Planning Board as to the minimum on-site parking requirements for residential units within the municipal boundaries. The Planning Board approved the proposed amendment at the September 18, 2018 meeting by a vote of 5 to 0.

**Fiscal Impact:**

Reviewed By:   
Finance Department

The amendment to the Major Thoroughfare Plan should not have a direct effect on the City's finances.

**Attachments:** Resolution with Amendment, Draft Planning Board Minutes.

**Legal Review:**

Approved As To Form:  
  
City Attorney

**Recommendation:**

Approval of the Resolution to Amend The Major Thoroughfare Plan as recommended by the Planning Board.

Approved For Submittal By:

  
Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS  
RESOLUTION NO. 6723

A RESOLUTION APPROVING AMENDMENTS TO THE CITY OF HOBBS MAJOR THOROUGHFARE PLAN

WHEREAS, the City of Hobbs adopted the Major Thoroughfare Plan as an amendment to the Comprehensive Community Development Plan in November of 2005; and

WHEREAS, the Major Thoroughfare Plan provides minimum on-site parking requirements for residential units within the municipal boundaries; and

WHEREAS, the Planning Board has recommended at the September 18, 2018 meeting that the following amendment be made to the Major Thoroughfare Plan to clarify the on-site parking requirements for residential units.

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

OFF- STREET OR ON-SITE PARKING REQUIREMENTS POLICY:

Minimum Off-Street or On-Site Parking Requirements include a minimum driveway length of 25' measuring from the sidewalk perpendicular to the garage, carport or house, and a minimum driveway width of 20' or a parking area that would provide adequate parking for two (2) vehicle parking spaces.

Is hereby amended to read:

OFF- STREET OR ON-SITE PARKING REQUIREMENTS POLICY:

Minimum Off-Street or On-Site Parking Requirements include a minimum driveway length of 25' measuring from the sidewalk perpendicular to the garage or house, and a minimum driveway width of 20' or 2-10' x 20' minimum improved parking areas wholly located within the boundaries of the site but outside the envelope of any structure, excluding carports, contained within the site.

PASSED, ADOPTED AND APPROVED this 1<sup>st</sup> day of October, 2018.

\_\_\_\_\_  
SAM D. COBB, MAYOR

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK

be housing or commercial? Mr. Kesner said he thought it was going to be commercial. He asked Mr. Robinson if he heard back from parcels 1, 2, 3? Mr. Robinson said no. Mr. Kesner made a motion, seconded by Mr. Ramirez to approve the annexation to include the petition areas and area 2 and 3 of the notification which he believed was Mr. Brett Clay's properties. Mr. Hicks asked Mr. Smith if he wanted the front area of his property to be included in the annexation between now and the Commission Meeting he could contact Mr. Robinson. Mr. Kesner said he would agree with that and made an amendment to the motion to include Mr. Smith's property if he desires to be annexed. The vote on the motion was 5-0 and the motion carried.

Mr. Cory Needham, Assistant County Manager with Lea County said they support the growth of the city but as the commercial properties get developed and have accesses to Bensing Road to the West. He said they will go from Bensing Road onto Bender and through a residential neighborhood he would like the city to keep in mind their MTP and Master Plans to see if they can make some connections onto W. County Road to Lovington Highway or up to Millen. He said he would like to try and relieve some of the traffic off of Bensing. Mr. Donahue said he thought the plan was to run a road to connect W. County Road into Bensing in the middle of the property that is being annexed. Mr. Needham asked if he thought that was the first phase or were they going to connect to Bensing first. Mr. Donahue said they did not know yet how it would develop out. Mr. Needham said Bensing is a 24 foot road right now and it may be difficult to share trucks with. Mr. Robinson said the annexation would require that the city annex the entire portion of Bensing adjacent to the annexation area. He said there would have to be agreements between the city and the county.

7) **Review and Consider Proposed Amendment to the City of Hobbs Major Thoroughfare Plan - OFF-STREET OR ON-SITE PARKING REQUIREMENTS POLICY.**

Mr. Robinson said recently there have been some variance issues and request for off-street parking and staff is proposing an amendment. He said he thought this would clarify the off-street parking. Mr. Robinson said that there had to be onsite parking outside of covered parking. Mr. Hicks asked if he was saying a house had a garage and no driveway then it would count as two offstreet parking areas. Mr. Robinson said he believes the Board wants two parking spaces outside of the garage. Mr. Kesner said on Mesa Verde there is rear access houses that would all be noncompliant if they pass this ordinance. Mr. Robinson said built prior to the MTP. Mr. Kesner said if another developer came in and wanted to do similar type housing they would not be able to. Mr. Robinson said they would have to provide 2 parking spaces for parking.

Mr. Kesner said this amendment doesn't differentiate single and multi-family homes. Mr. Hicks said it should state per dwelling unit. Mr. Kesner said in garden homes you want zero or low maintenance then you would either have to concrete the entire width of the parcel or have landscaping and they may not want that. Mr. Robinson said when properties are developed they need to develop two parking spaces off the street so that people around you are not negatively impacted. Mr. Kesner said the ideal of development is giving the developer the opportunity to develop lands that are marketable. He said if they want to accommodate all generations then he is open to have no yard. Mr. Hicks said this amendment is to clarify two off-street parking requirements. He said he thinks just add



excluding carports to the amendment. Mr. Robinson said the new proposed amendment would read "Two 10 x 20 foot minimal improved parking areas wholly located within the boundaries of the site but outside the envelope of any structure, excluding carports contained within the site". Mr. Hicks said one of the issues when considering a site development is street right-of-way width. He said his comment is if a developer wanted to do and did not want to provide two onsite parking places we wouldn't want to also approve a limited road right-of-way. He said with narrower roadways they will need more onsite parking so it is a tradeoff.

Mr. Ramirez made a motion, seconded by Mr. Drennan to recommend amending the Major Thoroughfare Plan Off-street and onsite parking requirements to state "Two 10 x 20 foot minimal improved parking areas wholly located within the boundaries of the site but outside the envelope of any structure, excluding carports contained within the site". The vote on the motion was 4-1 with Mr. Kesner opposed. The vote on the motion carried.

8) Discussion Item.

(A) On-street Parking of Commercial Vehicles.

Mr. Robinson said this Board is looking at this issue because of the health, safety and welfare of the City of Hobbs and to make recommendations of improvements to the City Commission.

Mr. Efren Cortez said 66-7-415 specifically addresses motor vehicles and that provision requires signage. He said from a legal stand point that is the provision they have been operation under. He said they will have to place signage if they intend to prohibit or otherwise limit parking of commercial motor vehicles within the streets of the municipality. He said if parking in residential areas is limited they do have some hurdles to address. He said one of them being the definition or "residential". He said in theory if this Board decides to do something similar he thinks they could pass constitutional muster and overcome the barrier we have for lack of zoning. Mr. Robinson said he thinks trucks parking on the street are the issue not driving on the street. Mr. Cortez said usage can be a variance of things. He said they would seek to define usage if they are going to address only parking.

Mr. Cortez said under the Uniform Traffic Ordinance it actually gives a presumption for parking violations. He said the majority of time when a parking citation is issue it is rare that the driver is still in the vehicle. He said the owner of the vehicle is presumed to have parked the vehicle illegally. He said the officer could issue a citation to the owner of the vehicle. He said sometimes local officers may have issues when it comes to determining size or weight of a vehicle. Mr. Hicks asked if the municipality can restrict parking per the UTO definitions? Mr. Cortez said yes. He said there is an exception for parking when it comes to unloading and loading commercial vehicles.

9) Adjournment.

With nothing further to discuss Mr. Ramirez made a motion, seconded by Mr. Drennan adjourned the meeting at 11:58 am.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 24, 2018
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Black Gold Estates 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 \$56,000.00.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

FY19 Budget Available \$563,900.00

Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6724

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH BLACK GOLD ESTATES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Black Gold Estates 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 1<sup>st</sup> day of October, 2018.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 1st day of Oct, 2018 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Black Gold Estates, 4830 N. Zia Crossing, Hobbs, NM 88240, (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 Fifty Six Thousand Dollars (\$56,000.00), 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.

**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 Black Gold Estates, 4830 N. Zia Crossing, Hobbs, NM 88240 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





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

**SUBJECT: Resolution Authorizing a Memorandum of Agreement Between the New Mexico Department of Transportation and the City of Hobbs for Public Transportation for FY 18-19**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: September 24, 2018  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The attached Memorandum of Agreement is for continued operation of Public Transportation Services for the Federal FY 18-19 beginning October 1, 2018, through September 30, 2019.

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

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

**Fiscal Impact:**

Reviewed By: 

Finance Department


The City's FY 18-19 Revised Budget approved by DFA includes \$1,227,614.33 for personnel, operating and capital expenditures. The total grant revenue and fares for FY 18-19 are projected at \$1,070,201.60. Details are summarized as follows:

\$ 645,868.33	Personnel
\$ 193,800.00	Operating
\$ 387,946.00	Capital
\$ (36,000.00)	Fares
<u>\$ (1,029,201.60)</u>	Grant Revenue (includes carryover revenue for purchase of buses)
\$ 162,412.73	City Cost (transfer from General Fund)

**Attachments:**

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

**Legal Review:**

Approved As To Form: 

City Attorney

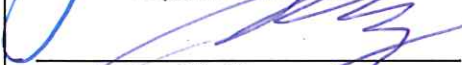
**Recommendation:**

Motion to approve the resolution.

Approved For Submittal By:



Department Director



City Manager

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

Resolution No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Approved \_\_\_\_\_

Other \_\_\_\_\_

Continued To: \_\_\_\_\_

Referred To: \_\_\_\_\_

Denied \_\_\_\_\_

File No. \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 6725

A RESOLUTION AUTHORIZING AN AGREEMENT  
FOR FY 18-19 WITH THE NEW MEXICO DEPARTMENT OF  
TRANSPORTATION (NMDOT), TRANSIT AND RAIL DIVISION,  
FOR PUBLIC TRANSPORTATION SERVICES

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

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

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

PASSED, ADOPTED AND APPROVED this 1<sup>st</sup> day of October, 2018.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK

FISCAL YEAR 2019 (FY 19)  
MEMORANDUM OF AGREEMENT

BETWEEN  
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF HOBBS

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

**RECITALS**

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

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

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

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

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

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

**1. Scope of Program.**

**A. Operations Profile**

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

**B. Use of Capital Equipment**

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

**C. Use of Program Funds**

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

D. Policy Manuals

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

E. Fare Schedule

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

F. Advertising

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

G. Personnel

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

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile from October 1, 2018 to September 30, 2019 in an amount described below:

Subaward FY 19

City of Hobbs	Total	Federal	Local
Administration (80/20)	\$ 83,701.33	\$ 66,961.06	\$ 16,740.27
Operating (50/50)	\$ 709,242.59	\$ 354,621.30	\$ 354,621.30
Capital to Subgrantee (80/20)	\$ 179,500.00	\$ 143,600.00	\$ 35,900.00
<b>Total Administration, Operating and Capital</b>	<b>\$ 972,443.92</b>	<b>\$ 565,182.36</b>	<b>\$ 407,261.56</b>

Vehicle purchases must be under contract with a vendor by March 31, 2019, with a copy of the contract and signed buyer’s order provided to the Department. Vehicle purchase funds that are not obligated by contract by March 31, 2019, may revert to the Department. Any remaining federal funds that are not expended by September 30, 2019 will revert to the Department.

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

3. Method of Payment.

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

For Subrecipients that receive administration and/or operating assistance, invoices are to be submitted electronically, on a monthly basis, and received by the Department by the 25th day of the following month. These invoices shall be submitted to the Department utilizing the Electronic Grants Management Performance System (BlackCat). All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. Accurate ridership numbers documenting the service provided shall be submitted within each monthly invoice. The Department may withhold payment of monthly invoices that are incorrect and/or incomplete.

**4. Costs.**

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards.
- B. Capital costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement. However, operating and administrative costs incurred retroactive to October 1, 2018, the Agreement initiation date, are eligible for reimbursement. Operating or administrative costs incurred after the termination date shall not be eligible for reimbursement.
- C. Within 60 days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program. Subrecipient shall have the twenty percent (20%) matching capital funds encumbered at the time the vehicle order is placed with the vendor and a copy of the Purchase Order must to be sent to the Department under this active Agreement. The Subrecipient's twenty percent (20%) match for capital expenses shall be provided in cash from sources other than federal funds.

**5. State General Appropriation Funds Not Obligated.**

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

**6. Term.**

This Agreement becomes effective upon the signature of all parties or on October 1, 2018, whichever is later. The effective date is the date the last party signed the Agreement on the signature page below. All costs incurred under this agreement from October 1, 2018 to September 30, 2019 may be reimbursed. This Agreement shall expire September 30, 2019 or when Federal funding is expended, whichever occurs first.

**7. Termination for Cause.**

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

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

**8. Appropriations.**

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

**9. Termination Management, Allowable Costs.**

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

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

**10. Breach and Dispute Resolution.**

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

**11. Procurement Requirements and Buy America.**

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

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j)(1) as amended by Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), Fixing America's Surface Transportation Act (FAST Act) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with MAP-21 and FAST Act provisions, and subsequent amendments to those regulations that may be promulgated.

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

**12. Rolling Stock.**

In acquiring rolling stock, the Subrecipient agrees as follows:

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

**13. Insurance.**

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

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

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

**14. New Mexico Tort Claims Act.**

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

**15. Use of Program Equipment.**

- A. A Program Vehicle Inventory must be completed for each vehicle that will be used in the Program. The Program Vehicle Inventory shall be reported and updated within the Electronic Grants Management Performance System (BlackCat) on a Quarterly schedule, and, as changes to the vehicle inventory occur.
- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and defect maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause. The Subrecipient shall prepare reports describing usage, any modifications, and other related information for such periods of time and frequency as may be prescribed by the Department.
- D. Each vehicle must contain a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- E. Program Facilities Inventory must be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within the Electronic Grants Management Performance System (BlackCat) on an Annual schedule, and, as changes to the facility inventory occur.
- F. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and defect maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- G. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- H. Failure to use the equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.



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

**16. Charter Bus Requirements.**

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

**17. School Bus Requirements.**

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

**18. Certificate of Title for Vehicles.**

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

Category	Typical Characteristics		Minimum Life (either years or miles)	
	Approx. GVW	Average Cost	Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	\$325,000 to over \$600,000	15	625,000
Heavy-Duty Small Bus	26,000 to 33,000lbs	\$200,000 to \$325,000	13	455,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	\$75,000 to \$175,000	10	285,000

Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	\$50,000 to \$65,000	8	240,000
Light-Duty Small Bus, Cutaways, and Modified Van	6,000 to 14,000	\$30,000 to \$40,000	7	175,000

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

**19. Duration of Lien.**

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

**20. Operation Reporting Requirements.**

- A. Daily Pre/Post Trip Inspection Records — The Subrecipient shall keep daily Pre/Post Trip Inspection Records on the use of each transit vehicle and shall submit to the Department, upon request, such information.
- B. Monthly Reporting — A monthly invoice/report shall be submitted electronically using the Electronic Grants Management Performance System (BlackCat) by the Subrecipient to include financial expenditures and ridership, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25<sup>th</sup> of the following month.
- C. Quarterly Reporting - The Program Vehicle/Facilities Inventory shall be reported and updated within the Electronic Grants Management Performance System (BlackCat) on a Quarterly schedule, and, as changes to the vehicle/facilities inventory occur.
- D. Transit Asset Management (TAM) Reporting – the Subrecipient will participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). The group plan is implemented over a four-year time horizon requiring participants to maintain updated asset inventories and condition assessments.
- E. National Transit Database (NTD) Rural Report — the Subrecipient will provide an annual NTD report as required by 49 U.S.C. Section 5335. New and updated regulations require transit agencies reporting to the NTD to include condition information on assets reported to the database.
- F. Semi-annual DBE Reporting — the Subrecipient will submit to the Department a semi-annual DBE Report due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).

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

**21. Retention of Records.**

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

**22. Access to Records.**

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

expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government.

**23. Privacy Act.**

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

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

**24. Audit.**

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

**25. Audit Exceptions.**

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

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

**26. Third Party Beneficiaries.**

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

**27. Contracting and Assignment.**

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

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

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

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

**28. No Federal Government Obligation to Third Parties.**

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

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

**29. Training.**

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

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

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

**30. Drug and Alcohol Testing.**

The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655; produce documentation necessary to establish its compliance; permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program; and review the testing process.

The Subrecipient agrees to submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the Department before March 1, 2019. The Subrecipient agrees further to submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the Subrecipient agrees to participate in the Department's consortium.

**31. Labor Warranty.**

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

**32. Transit Employee Protection Guidelines.**

The Subrecipient agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code (formerly Section 13(c) of the Federal Transit Act). The Subrecipient shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective

bargaining rights, protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

**33. Civil Rights Laws and Regulations Compliance.**

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

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination assurance is attached as Assurance-3.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:
  - 1. Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
  - 2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
  - 3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The Subrecipient shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, contact the FTA at <https://www.transit.dot.gov/funding/procurement/third-party-procurement/contract-clauses>.

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

**34. Disadvantaged Business Enterprise (DBE) Policy.**

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2019 fiscal year is 1.47%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work, and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

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

**35. ADA Access.**

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

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

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and

accuracy of any statement it makes pertaining to the resultant contract or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Subrecipient, to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. Subrecipient further agrees that these clauses shall not be modified, except to identify the subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

**37. Lobbying.**

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

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

**38. Officials Not to Benefit.**

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

**39. Energy Conservation.**

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

**40. Clean Water and Air Requirements.**

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

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

**41. Debarment and Suspension.**

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension,"

August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA Subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

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

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

**42. Central Contractor Registration Requirements.**

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

**43. Federal Grant Reporting Requirements.**

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

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

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

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



**44. Severability.**

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

**45. Scope of Agreement.**

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

**46. Applicable Law and Venue; Federal Changes.**

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

**47. Incorporation of FTA Terms.**

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

**48. Amendment.**

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

**The remainder of this page is intentionally left blank.**

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

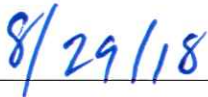
New Mexico Department of Transportation

CITY OF HOBBS

  
\_\_\_\_\_  
Tom Church, Cabinet Secretary

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Signature

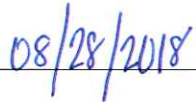
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Date

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

  
\_\_\_\_\_  
Gloria Regensberg, Assistant General Counsel

  
\_\_\_\_\_  
Date

ATTACHMENT A-1

**§200.331 Requirements for pass-through entities.**

**All pass-through entities must:**

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

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	<b>Hobbs, City of</b>
(ii) Subrecipient's unique entity identifier (DUNS);	<b>079339222</b>
(iii) Federal Award Identification Number (FAIN);	<b>TBD</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>7/16/2018</b>
(v) Subaward Period of Performance Start and End Date;	<b>10-01-2018 thru 09-30-2019</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	<b>Administrative \$66,961.06 Operating \$354,621.30</b>
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<b>Administrative \$66,961.06 Operating \$354,621.30</b>
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<b>Administrative \$66,961.06 Operating \$354,621.30</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>FY18 5311 Rural Transit Appropriation for FY19 Program Funding Award</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<b>20.509</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>

ATTACHMENT A-2

**§200.331 Requirements for pass-through entities.**

**All pass-through entities must:**

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

**Federal Award Identification.**

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	<b>Hobbs, City of</b>
(ii) Subrecipient's unique entity identifier (DUNS);	<b>079339222</b>
(iii) Federal Award Identification Number (FAIN);	<b>TBD</b>
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	<b>7/16/2018</b>
(v) Subaward Period of Performance Start and End Date;	<b>10-01-2018 thru 09-30-2019</b>
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	<b>\$143,600.00</b>
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<b>\$143,600.00</b>
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<b>\$143,600.00</b>
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	<b>FY18 5339(a) Buses and Bus Facilities Formula Appropriation for FY19 Program Funding Award</b>
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	<b>Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149</b>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<b>20.526</b>
(xii) Identification of whether the award is R&D; and	<b>No R&amp;D</b>
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	<b>N/A</b>

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

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

**INTRODUCTION AND INSTRUCTIONS:**

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

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

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

**I. Definition of Terms**

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

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

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

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

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

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

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

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

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

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

**III. Nondiscrimination (§26.7)**

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

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

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

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

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

#### **V. Quotas (§26.43)**

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

**VI. DBE Liaison Officer (§26.25)**

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

**VII. Federal Financial Assistance Agreement Assurance (§26.13)**

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

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

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

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

A. Contract Assurance

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

B. Prompt Payment

Prompt Progress Payment to Subcontractors

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



Prompt Payment of Retainage

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

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

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

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

**IX. Bidders List (§26.11)**

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

**X. Reporting**

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

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

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

**XI. Incorporation of Agreement**

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

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

**LOBBYING CERTIFICATION**

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

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

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

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

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

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

**AFFIRMATION OF APPLICANT**

Name of Applicant: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Relationship of Authorized Representative: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Signing Official: \_\_\_\_\_

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

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

**INTRODUCTION AND INSTRUCTIONS:**

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

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

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

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

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

3. As required by 49 CFR § 21.7:

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

(5) Participation agreement.

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

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

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

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

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

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

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

**AFFIRMATION OF APPLICANT**

Name of Applicant: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Relationship of Authorized Representative: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Signing Official: \_\_\_\_\_



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 1, 2018

SUBJECT: RFP NUMBER 504-19; Furnish Chlorine Based Disinfection Products  
 DEPT. OF ORIGIN: Utilities  
 DATE SUBMITTED: September 24, 2018  
 SUBMITTED BY: Tim Woomeer, Utilities Director

**Summary:**

Proposals were opened on Thursday, August 23, 2018 for RFP NUMBER 504-19; Furnish Chlorine Based Disinfection Products. These disinfecting products will be used by the City's Park and Utilities Departments. The RFP was advertised on July 22, 2018. Two proposals were received by the bid deadline and the evaluation team has reviewed the proposals based on the criterion listed in the RFP, with DPC Industries, Inc. having rated the highest.

<u>Company</u>	<u>Total Price Submitted per RFP (Not Including NMGR)</u>	
DPC Industries	One (1) ton cylinders – Chlorine Gas; 50,000 pounds per year	\$ 0.43/lb.
	150 Pound cylinders – Chlorine Gas; 15,000 pounds per year	\$ 1.00/lb.
	Bulk - Sodium Hypochlorite; 190,000 pounds per year	\$ 0.273/lb.
	55 Gallon Drums - Sodium Hypochlorite; 5,000 pounds per year	\$ 0.273/lb.
Blaine Industrial	One (1) ton cylinders – Chlorine Gas; 50,000 pounds per year	\$ NONE
	150 Pound cylinders – Chlorine Gas; 15,000 pounds per year	\$ NONE
	Bulk - Sodium Hypochlorite; 190,000 pounds per year	\$ 0.28/lb.
	55 Gallon Drums - Sodium Hypochlorite; 5,000 pounds per year	\$ 0.28/lb.

**Fiscal Impact: \$89,735.00 (Not Including NMGR)**

Reviewed By:   
Finance Department

One (1) ton cylinders – Chlorine Gas; 50,000 pounds per year	\$ 21,500.00/year
150 Pound cylinders – Chlorine Gas; 15,000 pounds per year	\$ 15,000.00/year
Bulk - Sodium Hypochlorite; 190,000 pounds per year	\$ 51,870.00/year
55 Gallon Drums - Sodium Hypochlorite; 5,000 pounds per year	\$ 1,365.00/year

Funds to purchase these disinfecting products are included in the FY 2018-2019 Parks and Utilities budgets. These are projected costs based on usage history.

**Attachments:**

RFP 504-19; Evaluation Worksheet; Agreement to Furnish Chlorine Based Disinfection Products

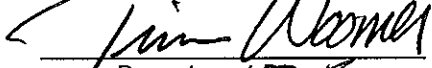
**Legal Review:**

Approved As To Form:   
City Attorney

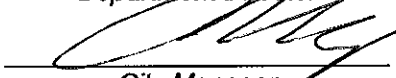
**Recommendation:**

Award RFP 1504-19, and enter into an agreement with DPC Industries, Inc. to provide services and materials as proposed.

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. \_\_\_\_\_



## AGREEMENT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and DPC Industries, Inc., an independent contractor (hereinafter referred to as "Contractor").

This Contract is a (Check one):

Category 1 Contract: (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.

Category 2 Contract: (\$20,000.00 - not to exceed \$60,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.

Category 3 Contract: (\$60,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.

Professional Services Contract under \$60,000.00. Purchasing requires the direction of the City Manager.

Professional Services Contract \$60,000.00 and over. Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.

The City and Contractor (hereinafter collectively referred to as "Parties"), in consideration of their mutual promises, agree as follows:

### ARTICLE I

#### SCOPE OF SERVICES

1) CONTRACTOR agrees to perform the following services:

- a) CONTRACTOR shall furnish and deliver Chlorine Based Disinfection Products consisting of, and are limited to, Chlorine Gas (99.9%) in one (1) ton cylinders, Chlorine

Gas (99.9%) in 150 pound cylinders, Sodium Hypochlorite (10.0% – 12.4%), chemical concentration to be specified per order, in Bulk and 55 gallon drums. Bulk deliveries may include, but are not limited to, tanker loads, chemical totes, etc. CONTRACTOR must have the ability to transfer bulk deliveries of Sodium Hypochlorite into three (3) onsite 500 gallon chemical storage tanks. CONTRACTOR will receive 5-7 days lead time for bulk deliveries to the CORE Building. CONTRACTOR will be solely responsible for providing the means and method for the safe and efficient transfer of Sodium Hypochlorite into the City's chemical storage tanks. CONTRACTOR will provide qualified personnel and the proper equipment to perform the transfer of Sodium Hypochlorite safely. All shipments of Sodium Hypochlorite will have a Certificate of Analysis for that batch/load. CONTRACTOR shall provide delivery of Chlorine Based Disinfection Products to each point of use. The points of use are:

One (1) ton cylinders (Gas)	Wastewater Reclamation Facility (WWRF), 1300 S. 5 <sup>th</sup> Street
150 pound cylinders (Gas)	Jefferson Reservoir, 928 E. Snyder Street HIAP Reservoir, 6410 M. A Street Hydro Reservoir, 5419 W. Lovington Hwy Del Norte Reservoir, 1801 W. Joe Harvey Blvd.
During the months of May, June, July, and August:	Heizer Pool, 215 E. Castle St. Del Norte Aquatic Center, 4314 N. Grimes
150 pound cylinders (Gas)	Humble Pool, 700 N. Grimes
Sodium Hypochlorite (10-12.4% as specified per order)	
55 Gallon Drums	WWRF (as needed), 1300 S. 5 <sup>th</sup> Street
Bulk Delivery	City of Hobbs CORE Building, 4827 N. Lovington Hwy.

- b) In the event of improper chemical formulation, equipment failure or other factors that may affect treatment, CONTRACTOR shall notify CITY in a timely manner.

CONTRACTOR shall be responsive to concerns of CITY regarding Chlorine Based Disinfection Products and other matters of this agreement.

- c) CONTRACTOR shall provide chemical storage containers at WWRF, Reservoirs, and Pools only. These containers shall be, properly reconditioned and refilled, one (1) ton cylinders, 150 pound cylinders, and 55 gallon drums. The Core Building has bulk tanks for Sodium Hypochlorite that the City of Hobbs maintains. Containers shall be appropriately labeled identifying the contents, hazards, fire extinguishing measures, safety equipment required, and emergency phone number of CONTRACTOR and CHEM-TREC. SDS sheets for all chemicals shall be provided to CITY prior to delivery, with the CITY reserving the right to refuse the usage of any product if said usage would create a danger to the public, treatment works, or result in a violation of any local, state or federal regulations. SDS sheets shall accompany all shipments, and be placed in an on-site SDS logbook. Buildings shall have signage on all exterior doors containing product identification and emergency phone numbers.
- d) CITY shall purchase from CONTRACTOR those chemical product(s) to be injected into process streams to allow for disinfection of potable water, recreational pools, and wastewater for one (1) year provided all other conditions of contract are met. CONTRACTOR shall be responsible for any fees associated with the ordering, delivering and unloading of chemical treatment product(s) into storage containers during the term of this agreement and holds CITY harmless for any of these charges.

2) CONTRACTOR agrees that for the work and services herein described, the fees shown under Article II, Paragraph 2, are and shall be just and fair compensation for the project.

3) TERM OF AGREEMENT: The term of this Agreement shall commence on the date as first written above and shall continue for one (1) year. Thereafter, this Agreement shall be automatically extended for three additional one (1) year terms, unless sooner terminated in accordance with the provisions of this Agreement.

## ARTICLE II

1) CITY will make available to CONTRACTOR such records as may be available and pertinent for the purposes of accomplishing the work herein described. This includes:

a) Past, current, and estimated usage of Chlorine Based Disinfection Products to facilitate CONTRACTOR'S scheduling, procurement, etc.

2) For the services outlined in Article I, Section A, the City agrees to pay CONTRACTOR in accordance with the rates listed below.

a) One (1) ton cylinders of Chlorine Gas (99.9%) delivered to the WWRF and those services outlined in Article I A for one (1) year.

**\$0.43 per pound**

b) 150 pound cylinders of Chlorine Gas (99.9%) delivered to various points of use and those services outlined in Article I A for one (1) year.

**\$1.00 per pound**

c) Provide Bulk Sodium Hypochlorite (10%-12.4% available Chlorine as specified per order) delivered to the CORE Building bulk tanks and those services outlined in Article I A for a period of one (1) year.

**\$0.273 per pound**

d) Provide Sodium Hypochlorite (10%-12.4% available Chlorine as specified per order e) in 55 gallon drums delivered to the WWRF as needed and those services outlined in Article IA for one (1) year.

**\$0.273 per pound**

3) The total cost, as described above, shall include all necessary labor, equipment, materials, supplies, supervision, overhead, travel, per diem, planning, coordination, and all other costs necessary to complete the work as specified.

4) Payment for services provided shall be paid within 30 days of receiving an approved invoice. Applicable State Gross Receipts Tax, in effect at the time of invoicing, shall be added to each invoice. CONTRACTOR shall be responsible for all taxes and related reporting requirements.

### ARTICLE III

1) Employment of Employees of Public Agencies: CONTRACTOR shall not engage, on a full, part-time, or other basis during the period of the contract anyone in the employ of the City of Hobbs, except regularly retired employees.

### ARTICLE IV

1) Conference and Inspection: Duly authorized representatives of the CITY shall have the right to inspect the work under this contract. Conferences shall be held at the request of either party of this contract.

2) Ownership of Work Products: Copies of all information, documents, and recommendations of the CONTRACTOR prepared and gathered during and after this agreement, including but not limited to plans, specifications, field notes, investigations, studies, and reports, which are prepared in the performance of this contract are to be kept by the Utilities Division and shall become the property of CITY. Upon payment of services, these items shall be used deemed necessary by CITY for future budget preparation, additional studies, various construction, and for submittal to local, state and federal entities as required.

3) Delays: CONTRACTOR agrees that no charges or claim for damages that have not been approved by the CITY shall be made by him for delays or hindrances from any cause whatsoever during the progress of any portion of the service specified in this contract. Such delays or hindrances, if any, shall be compensated by an extension of time for such reasonable period as may be mutually agreed between the parties.

4) Authorization to proceed: After entering into this contract, CONTRACTOR shall proceed with the work contained in Article I within twenty one (21) working days and make every effort to prosecute the work diligently and keep delays to a minimum.

- 5) Saving CITY Harmless: CONTRACTOR shall save the CITY harmless for all claims and liabilities arising out of or resulting from the negligence, errors, or omissions of himself, or any employees working under his responsible charge while engaged upon the work called for herein. He shall comply with all Federal, State, and Local laws and ordinances applicable to such work.
- 6) Civil Rights Act of 1964 and 1991: CONTRACTOR shall comply with all Federal, State, and Local laws and ordinances applicable to the work called for herein. The CONTRACTOR further agrees to operate under and be controlled by the Civil Rights Act of 1964 and 1991 hereby referenced as part of the contract and any regulations issued thereunder.
- 7) Status of Contractor: CONTRACTOR acknowledges that the relationship with CITY is that of an Independent Contractor and, as such, shall not be considered an employee or agent of CITY, nor shall CONTRACTOR be eligible to accrue leave, retirement benefits, insurance benefits, use of CITY vehicles, or any other benefits provided to CITY employees.
- 8) Worker's Compensation: CONTRACTOR acknowledges that as an Independent Contractor, they have no claim whatsoever to benefits pursuant to the Worker's Compensation Laws of the State of New Mexico.
- 9) Taxes: CONTRACTOR shall be responsible for all taxes and related reporting requirements. CITY shall have no liability for the payment of taxes other than Gross Receipts Taxes upon the total price of this agreement.
- 10) Insurance: CONTRACTOR shall save CITY harmless for all claims and liability due to activities of himself, or any employees working under his responsible charge, while engaged upon the work called for herein, and shall provide CITY with a Certificate of Liability Insurance for general liability and auto liability naming CITY as additional insured in an amount of \$1,000,000.00 and providing Workmen's Compensation insurance coverage as required by the State of New Mexico.
- 11) Assignment: CONTRACTOR shall not obtain subcontract, sublet, or transfer its interest in this contract without the CITY'S written consent.
- 12) Changes in the Scope of Work: Additions to or deletions from Article I provided herein may be made and the compensation to be paid to the CONTRACTOR may be adjusted accordingly by mutual agreement of the contracting parties. Before such work is started, a supplemental agreement shall be executed. It is distinctly understood and agreed that no claims for extra work done by CONTRACTOR will be allowed by CITY except as provided herein, nor shall CONTRACTOR do any work not covered by this contract, unless such work is first ordered

in writing. Any such work furnished by CONTRACTOR without such written order first being given shall be at his own risk, cost, and expense, and he agrees that without such written order, he will make no claim for such work or materials furnished.

13) Termination or Abandonment: CITY and CONTRACTOR hereby agree to the full performance of the covenants herein, except that CITY reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have been performed by CONTRACTOR.

In the event that CITY shall terminate or abandon the service or any part of the services herein provided, CITY shall notify CONTRACTOR in writing and within twenty-four (24) hours after receiving such notice, CONTRACTOR shall discontinue advancing the work under this contract and proceed to close said operations under this contract. CONTRACTOR will then deliver to CITY copies of all documents and any or all other material belonging to or due CITY under this agreement.

In the event CITY terminates this agreement, CONTRACTOR shall receive as compensation in full for services performed or goods accepted or ordered by CITY prior to the effective date of such termination an amount calculated in accordance with Article II of this agreement. CONTRACTOR shall be responsible for the remaining unordered or unaccepted product.

14) Disputes: In any dispute concerning a question of fact in connection with the work not disposed of by agreement between CONTRACTOR and CITY, the final determination will be made by the Utilities Director.

15) If any part of this contract shall be in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

16) This contract is governed by the laws of the State of New Mexico and will bind and inure to the benefit of CITY and CONTRACTOR, their respective successors and assigns. Jurisdiction and venue relating to any litigation or dispute arising out of this contract shall be in the District Court of Lea County, New Mexico, only.

17) The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. If the person signing this agreement is doing so as a representative of either party, that person warrants and represents he/she has express authority to bind his/her respective party.

17) Ethical Considerations: CONTRACTOR shall abide by the Code of Ethics applicable to his profession and shall not engage in any unlawful act. Failure to abide by such provisions shall immediately render this contract voidable at the sole discretion of CITY, and if declared void, all obligations of CITY to perform, hereunder shall be nullified.

18) Bind on Successors: Insofar as authorized by law, this contract shall be binding upon the parties hereto, their successors, executors, administrators, and assigns.

19) Performance: CONTRACTOR hereby agrees to begin work as requested, upon execution of this agreement. At that time, he will proceed with the work as described herein and in accordance with the guidelines listed in the Request for Proposals 504-19.

**IN WITNESS WHEREOF** the Parties of the first and second parts have hereunto set their hands and seals on the day and the year first above mentioned.

**THE CITY OF HOBBS, NEW MEXICO**

\_\_\_\_\_  
Sam Cobb, Mayor

\_\_\_\_\_  
Tim Woomer, Utilities Director

\_\_\_\_\_  
Jan Fletcher, City Clerk

\_\_\_\_\_  
Toby Spears, Finance Directors

**DPC Industries**

\_\_\_\_\_  
Micha Chism, Territory Manager

**APPROVE AS TO FORM:**

\_\_\_\_\_  
Efren Cortez, City Attorney



**REQUEST FOR PROPOSAL NO. 504-19**

**FURNISH CHLORINE BASED DISINFECTION PRODUCTS**

**City of Hobbs, New Mexico**

The City of Hobbs, New Mexico is requesting proposals from qualified Offerors interested in furnishing CHLORINE BASED DISINFECTION PRODUCTS as specified. Written proposals will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E. Broadway, Hobbs, NM 88240.

**DEADLINE - 2:00 pm August 23, 2018**

Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened. Request for Proposal may be procured without charge from the office of the City Finance Director. Questions concerning this proposal should be directed to Shelly Raulston, Procurement Specialist at (575) 397-9244.

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

CITY OF HOBBS, NEW MEXICO

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Manny Gomez, Acting City Manager

Publication Date: July 23, 2018

The City of Hobbs Utilities Department is requesting proposals to furnish CHLORINE BASED DISINFECTION PRODUCTS that are used for disinfection of its potable water, waste water, and recreational pools. The City requests that your proposal be made in conformance with the guidelines contained herein on the proposal form. The contract will be awarded to the company with the proposal determined to be the most advantageous to the City of Hobbs and based on the evaluation criteria specified.

### EVALUATION OF PROPOSAL

Proposals will be evaluated on the following basis (all topics are as presented in the text of the proposal):

- A. Proposals shall be evaluated on the basis of Offeror's capacity to furnish and deliver chlorine based disinfection products. These products refer to, and are limited to, Chlorine Gas (99.9%) in one (1) ton cylinders, Chlorine Gas (99.9%) in 150 pound cylinders, Sodium Hypochlorite (12%-15% available Chlorine) in bulk and 55 gallon drums. Bulk deliveries may include, but are not limited to, tanker loads, chemical totes, etc. Offeror shall be capable of providing Chlorine Gas in one (1) ton gas chlorine cylinders and 150 pound gas chlorine cylinders and provide Sodium Hypochlorite in bulk and 55 gallon drums. Offeror must have the ability to transfer bulk deliveries of Sodium Hypochlorite into three (3) onsite 500 gallon chemical storage tanks. Offeror will be solely responsible for providing the means and method for the safe and efficient transfer of Sodium Hypochlorite into the City's chemical storage tanks. This includes providing qualified personnel and the proper equipment to perform the transfer of Sodium Hypochlorite. Shipments of Sodium Hypochlorite must be accompanied by the Certificate of Analysis for that batch/load. Offeror will be evaluated on their ability to deliver and pickup containers to site of use in a timely and efficient manner. Offeror shall furnish the cost per pound (\$/pound, USD) of the following estimated annual quantities of Chlorine based disinfection products:

1. One (1) ton cylinders – Chlorine Gas	50,000 pounds per year
2. 150 pound cylinders – Chlorine Gas	15,000 pounds per year
3. Bulk - Sodium Hypochlorite	190,000 pounds per year
4. 55 Gallon Drums - Sodium Hypochlorite	5,000 pounds per year

Offeror will be evaluated on a cost per pound of Chlorine based disinfection products and additional evaluation factors as set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:

1. Acceptable;
  2. Potentially acceptable, that is, reasonably assured of being made acceptable, or;
  3. Unacceptable (Bidder's whose proposals are unacceptable shall be notified promptly).
- B. The City of Hobbs shall have the right to waive technical irregularities in the form of the proposal of Offeror's, which do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).

**REQUEST FOR PROPOSAL NUMBER 504-19**  
**Furnish Chlorine Based Disinfection Products**

**OVERALL EVALUATION WORKSHEET**

Criteria	Wt. Factor	DPC Ind.	Blaine Ind.
1. Response to Project  Offeror's ability to provide Chlorine Based Disinfection Products for disinfection of potable water systems, waste water, and pools.	40	40.0	13.3
2. Record of Performance  Past record off performance by Offeror for product delivery and pickup.	30	30.0	2.0
3. Cost  Projected annual costs to the City of Hobbs based on total estimated annual cost. ( Pg 4)	30	29.0	11.0
4. NM Resident/Veteran Preference	10	0.0	5.0
<b><u>TOTAL SCORE</u></b>	<b>110</b>	<b>99.0</b>	<b>31.3</b>

**Evaluation Committee:**

Deborah Corral, Asst. Finance Director; Sheila Baker, General Services Director, Catherine Vorassi, Facility Director, Bill Griffin, WWRF Supt. , Frank Crane Prod. Supt.